



Agenda
City Council Regular Meeting
Tuesday, March 3, 2020
City Hall Council Chambers | 625 Swift Boulevard

City Council Workshop - 7:00 p.m. (City Hall Council Chambers)

1. Executive Executive Session Per RCW 42.30.110(1)(i): Discuss Current or Potential Litigation With Legal Counsel (20 minutes)
 - Heather Kintzley, City Attorney
2. Columbia Park Trail Design Project Update (10 minutes)
 - Pete Rogalsky, Public Works Director

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

Welcome and Roll Call

Pledge of Allegiance

Approval of Agenda: (Approved by Motion)

Presentations:

3. New Hire/Retirements (5 minutes)
 - Cathleen Koch, Administrative Services Director
4. Richland Arts Commission 2019 Contributions to the Arts Awards (5 minutes)
 - Joe Schiessl, Parks & Public Facilities Director
5. United Way 2020 Census Presentation (5 minutes)
 - LoAnn Ayers President & CEO
6. Census Week Proclamation (5 minutes)
 - Ryan Lukson, Mayor

Public Hearing: Please limit public hearing comments to 3 minutes. Comments must speak only to the item for which the hearing is convened. Records intended for Council consideration must be given to the City Clerk.

Public Comments: Please limit public comments to 2 minutes. The public comment period is not an opportunity for dialogue with councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information-gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. Records intended for Council consideration must be given to the City Clerk.

Consent Calendar: Approved by single vote; Councilmembers may transfer individual items to Items of Business for deliberation before voting.

Minutes:

8. Approval of the Minutes from the February 18, 2020 City Council Meeting, the February 21, 2020 Council Retreat, and the February 25, 2020 Council Workshop
 - Heather Kintzley, City Attorney

Ordinances - First Reading:

7. Ordinance No. 04-20, Amending Chapter 1.04 of the Richland Municipal Code related to Conduct of Council Business
 - Heather Kintzley, City Attorney

Ordinances - Second Reading & Passage:

9. Ordinance No. 02-20, Amending the 2020 Budget to Increase Appropriations in the Water Fund
 - Pete Rogalsky, Public Works Director
10. Ordinance No. 03-20, Amending Richland Municipal Code Section 2.04.125 related to the Selection Process for Council Appointments
 - Heather Kintzley, City Attorney

Resolutions - Adoption:

11. Resolution No. 36-20, Authorizing a Water Pipeline Oversizing Agreement
 - Pete Rogalsky, Public Works Director
12. Resolution No. 37-20, Authorizing a Consultant Agreement with JUB Engineers, Inc. for Design of Clubhouse Lane and Utilities Improvements
 - Kerwin Jensen, Development Services Director
13. Resolution No. 41-20, Authorizing an Award of Bid to Magnum Power, LLC for Rebid: Dock Crew - Miscellaneous Projects.
 - Clint Whitney, Energy Services Director
14. Resolution No. 42-20, Authorizing the Submittal of an Application to the Washington State Department of Transportation Safety Grant Program
 - Pete Rogalsky, Public Works Director

Items - Approval:

Expenditures - Approval:

15. Expenditures from February 10, 2020 - February 21, 2020 for \$9,226,946.66 including Check Nos. 276683-277094, Travel Check Nos. 19906-19911, Wire Nos. 8016-8032, Payroll Check Nos. 161680-162225, and Payroll Wire/ACH Nos. 11384-11400.
 - Cathleen Koch, Administrative Services Director

Items of Business:

16. Resolution No. 38-20, Authorizing a Facility Use Agreement with Tri-Cities Girls Fastpitch Softball Association
 - Joe Schiessl, Parks & Public Facilities Director

17. Resolution No. 39-20, Authorizing a Progressive Design-Build Agreement with DGR Grant Construction, Inc. to Design and Construct Public Safety Response Station Nos. 73 and 75
- Joe Schiessl, Parks & Public Facilities Director

Reports and Comments:

1. City Manager
2. City Council
3. Mayor

Adjournment

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Richland City Hall is ADA accessible. Requests for sign interpreters, audio equipment, and/or other special services must be received 48 hours prior to the meeting by calling the City Clerk's Office at 942-7389.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: City Council Workshop - 7:00 p.m.

Subject:

Columbia Park Trail Design Project Update (10 minutes)

Department:
Public Works

Ordinance/Resolution Number:

Document Type:
City Council Workshop Agenda
Item

Recommended Motion:

Summary:

Staff will share the proposed design concept for the Columbia Park Trail - East Improvements project and discuss the intended project schedule. No action by Council is anticipated until the construction bid award later this spring.

Fiscal Impact:

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Presentations

Subject:

New Hire/Retirements (5 minutes)

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

Newly hired employees and employee retirements that occurred within the last month will be presented to Council.

Any new employees able to attend the meeting will be introduced to Council.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Presentations

Subject:

Richland Arts Commission 2019 Contributions to the Arts Awards (5 minutes)

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

None.

Summary:

Each year the Richland Arts Commission presents one award to an organization and another to an individual. This year's awards will recognize their outstanding contributions made to the arts in 2019.

Fiscal Impact:

None.

Attachments:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

United Way 2020 Census Presentation (5 minutes)

Department:
City Manager

Ordinance/Resolution Number:

Document Type:
Presentation

Recommended Motion:

Summary:

LoAnn Ayers, President & CEO of United Way of Benton & Franklin Counties, will provide a brief presentation on the 2020 Census.

Fiscal Impact:

None

Attachments:

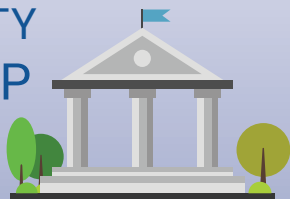
I. 2020 Census Rack Card

TELL EVERYONE!

CENSUS 2020 IS A BIG DEAL

AND OUR COMMUNITY NEEDS YOUR HELP

The federal support we receive for our schools, hospitals, roads, and other vital programs is based on census data.



In 2010, our bi-county region was undercounted by over 25%. That's expected to rise to 40% in 2020 unless we intervene.



WHY DOES THAT MATTER?

Each person not counted = \$2,300 lost in federal funding every year, for the next 10 years.

Since our area will exceed 300,000 people, we could miss out on billions of dollars to address local challenges.

HOW YOU CAN HELP:

1. COMPLETE THE 2020 CENSUS!

By April 1, every home will receive an invite to complete the census online at: 2020census.gov or by phone or mail. The census is available in 13 languages.

2. TELL EVERYONE! Stress the importance of our complete count to your employees, coworkers, customers, family and friends. You are a trustworthy source in your circle and our community needs your help.

Schedule a presentation or access Census resources at our local Complete Count Committee website: bfcensus2020.org

*No matter where we live, our age, or the color of our skin,
every person deserves to be counted.*



FACTS TO SHARE

WHEN YOU FILL OUT THE CENSUS, YOU HELP:

- ✓ Determine how many seats our state gets in Congress.
- ✓ Guide how \$16 billion per year in federal funding is distributed to communities in our state to create jobs, provide housing, prepare for emergencies, build schools, roads, hospitals, and more!
- ✓ Help our community get its fair share of \$200 million in state funds that is directly based on Census data.
- ✓ Businesses decide where to build factories, offices, and stores—which creates jobs.
- ✓ Developers decide where to build new homes and revitalize old neighborhoods.
- ✓ Local governments plan for public safety, emergency preparedness, roads, and utilities.
- ✓ Foundations determine how much support they grant to local nonprofits.

LARGE FEDERAL PROGRAMS AFFECTED BY CENSUS DATA

BUSINESSES

- Highway planning and construction
- Water and sewer systems
- Public transit grants
- FEMA emergency support
- Career and technical education
- Workforce support
- Cooperative Extension
- Crime victim assistance
- Vocational rehab grants
- Unemployment insurance
- Public housing capital funds
- Business loans
- Substance abuse prevention and treatment

FAMILIES

- Special education grants
- Head Start
- State Children's health insurance
- School breakfast and lunch programs
- Foster care and adoption assistance
- WIC and Supplemental Nutrition Assistance Program
- Childcare matching grants
- Medicaid and Medicare, Part B
- Programs for the aging
- Low income housing
- Low income energy assistance
- Temporary Assistance for Needy Families

EVERY BUSINESS AND FAMILY IS AFFECTED BY AT LEAST ONE OF THESE LARGE FEDERAL PROGRAMS.



United Way of
Benton & Franklin Counties
uwbfco.org

pc: BECHTEL



Facebook.com/BFCensus2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Presentations

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Census Week Proclamation (5 minutes)

Department:

City Council

Ordinance/Resolution Number:

Document Type:

Presentation

Recommended Motion:

Summary:

Mayor Lukson will present a proclamation declaring March 9, 2020 to be Census Awareness Week.

Fiscal Impact:

None

Attachments:

I. 2020.03.09 Census Awareness Week



WHEREAS, every ten years the U.S. Census Bureau counts residents across the country; and

WHEREAS, April 1, 2020 is nationally recognized as Census Day by the United States Census Bureau; and

WHEREAS, United Way of Benton and Franklin Counties has established a Complete Count Committee in partnership with the U.S. Census Bureau; and

WHEREAS, the purpose of the Complete County Committee is to raise awareness of the importance of Census 2020, aggressively reach out to hard to enumerate groups, and encourage participation in the Census; and

WHEREAS, a Complete Count ensures accurate Census data that is critical for government programs, policies and decision making, including federal representation and funding of programs such as new roads and transportation, housing, schools, health insurance and emergency services; and

WHEREAS, each year the federal government distributes hundreds of millions of dollars to states and communities based on U.S. Census Bureau data; and

WHEREAS, the City of Richland recognizes the importance of the 2020 Census and recognizes United Way's role in supporting the 2020 Census in our community.

NOW, THEREFORE, I, Ryan Lukson, by virtue of the authority vested in me as Mayor of the City of Richland, Washington, do hereby proclaim March 9, 2020 to be

"CENSUS AWARENESS WEEK"

in Richland, and I encourage all citizens to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation, and to support census takers as they help our City complete an accurate count.

IN WITNESS WHEREOF I have hereunto set my hand and caused to be affixed hereto the official seal of the City of Richland, Washington this 3rd day of March, 2020.



Mayor Ryan Lukson



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Minutes

Subject:

Approval of the Minutes from the February 18, 2020 City Council Meeting, the February 21, 2020 Council Retreat, and the February 25, 2020 Council Workshop

Department:

City Attorney

Ordinance/Resolution Number:

Document Type:

Minutes

Recommended Motion:

Approve the meeting minutes of the February 18, 2020 Council Meeting, the February 21, 2020 Annual Council Retreat Meeting and the February 25, 2020 Council Workshop Meeting.

Summary:

Draft minutes from the February 18, 2020 Council Meeting, the February 21, 2020 Annual Council Retreat and the February 25, 2020 Council Workshop Meeting are presented for Council's consideration and approval.

Fiscal Impact:

None

Attachments:

1. DRAFT 2020.02.25 City Council Workshop Meeting Minutes
2. DRAFT 2020.02.18 City Council Meeting Minutes
3. DRAFT 2020.02.21 City Council Annual Retreat Meeting Minutes



MINUTES

RICHLAND CITY COUNCIL WORKSHOP

Richland City Hall ~ 625 Swift Boulevard

Tuesday, February 25, 2020

City Council Workshop - 6:00 p.m.

Mayor Lukson called the workshop to order at 6:00 p.m. in the Council Chambers at City Hall.

Attendance: Mayor Lukson, Mayor Pro Tem Kent and Councilmembers Alvarez, Christensen, Lemley and Thompson were present. Councilmember Anderson was absent.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl and City Clerk Rogers.

Agenda Item

1. Training: Council Dos and Don'ts - Washington Cities Insurance Authority (WCIA)

Rob Roscoe, WCIA Deputy Director, presented an hour-long training from the insurance authority's perspective on generally approved and disapproved conduct by councilmembers. Mr. Roscoe entertained questions from Council throughout the duration of his presentation.

Adjournment

Mayor Lukson adjourned the meeting at 7:08 p.m.

APPROVED:

ATTESTED:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL REGULAR MEETING

Richland City Hall ~ 625 Swift Boulevard

Tuesday, February 18, 2020

City Council Workshop - 7:00 p.m.

Mayor Lukson called the workshop to order at 7:00 p.m. in the Council Chambers at City Hall.

Attendance: Mayor Lukson and Councilmembers Alvarez, Anderson, Christensen, Lemley and Thompson were present. Mayor Pro Tem Kent was absent.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl and City Clerk Rogers.

Agenda Item

1. Regulating Electric Scooters and Bikes

Parks & Public Facilities Director Schiessl provided Council with information relating to the use of electric bikes and electric scooters. Lime, a transportation company that provides electric scooters and bikes through a sharing application, has expressed an interest in operating a rental program in the Tri-Cities. There was discussion regarding the statistics provided, storage issues and regulations. City Manager Reents suggested that more information, specifically with regulations, should be gathered and provided for a future discussion.

2. Hanford Communities Operating Jurisdiction Agreement Update

City Manager Reents announced that Pam Brown-Larson will retire in May. A subcommittee of the Hanford Communities Administrative Board has formulated a recommendation on how to best fill the vacant position, but in order to pursue the recommendation, the current Operating Agreement designating Richland as the Operating Jurisdiction for Hanford Communities needs to terminate. City Manager Reents shared a termination notice directed to the Participating Agencies of Hanford Communities that provides the required ninety-day written notice. City Manager Reents advised that the notice would be sent immediately to allow for timely resolution of the vacancy coinciding with Ms. Larson-Brown's departure.

3. Discuss Meeting Agenda Items

Council was provided the opportunity to identify any comments or concerns with the evening's agenda.

City Council Regular Meeting - 7:30 p.m.

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

Welcome and Roll Call

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

Attendance: Mayor Lukson and Councilmembers Alvarez, Anderson, Christensen, Lemley and Thompson were present. Mayor Pro Tem Kent was absent.

MAYOR LUKSON MOVED AND COUNCILMEMBER CHRISTENSEN SECONDED THE MOTION TO EXCUSE MAYOR PRO TEM KENT. MOTION CARRIED 6-0.

Also present were City Manager Reents, Assistant City Manager Amundson, City Attorney Kintzley, Chief of Police Bruce, Fire & Emergency Services Director Huntington, Development Services Director Jensen, Public Works Director Rogalsky, Parks & Public Facilities Director Schiessl and City Clerk Rogers.

Pledge of Allegiance

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

Approval of Agenda**COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER THOMPSON SECONDED THE MOTION TO APPROVE THE AGENDA AS PUBLISHED. MOTION CARRIED 6-0.****Presentations****1. The REACH Annual Update**

Rosanna Sharpe, Executive Director for The REACH, provided Council with the annual regional update which included details of the strategic plan, upcoming events and membership. Ms. Sharpe thanked the City of Richland for being a partner in addressing the museum's long-term needs.

Dan Boyd, President of the Richland Public Facilities District, announced that the REACH Museum has been open for five and a half years. He shared that the 2020 budget was approved in November for \$803,000. He stated that the community is supporting the museum. Lastly, he shared that he is serving his third term and has two and a half years remaining. He intends to step down as President in July to allow another member to move up; he'll remain on the Board to assist with the leadership succession plan.

2. Internet Crimes Against Children Seizure Award

Chief of Police Bruce announced that Bill Hyslop, U.S. Attorney for Eastern Washington State, presented the Richland Police Department with a Seizure Award in the amount of \$96,667.63 for collaborative work with the City of Kennewick and the FBI in the Southeast Regional Internet Crimes Against Children (SERICAC). Sgt. Darryl Judge, who investigates ICAC cases, was also present.

Mayor Lukson stated that he attended a meeting about the Public Safety Sales Tax and discussed the ICAC program. He added that this program is one of the crown jewels of the funding, and would not be possible without Public Safety Sales Tax funds. Mayor Lukson reminded the community that, in four years, voters will decide if this tax should be renewed. Mayor Lukson thanked Chief Bruce and his staff for doing a great job.

Councilmember Lemley thanked the Richland Police Department, Sgt. Judge and those involved in SERICAC for their great work.

3. 2019 Fire & Emergency Services Annual Report

Fire & Emergency Services Director Tom Huntington presented the 2019 Fire & Emergency Services Annual Report update to Council. The report recapped 2019 events, achievements, celebrations, service call statistics, emergency response times, budget (general fund and fire), and future goals.

Chief Huntington added that RFD hosted its first Cardiac Survivors Celebration, which made it possible for survivors to meet their 911 responders and, in some cases, the community bystander who initiated CPR to save them. The event was a profound experience for the survivors, and Chief Huntington anticipates hosting this celebration every year moving forward.

Chief Huntington also shared that Firefighter Josh Smith was recognized as a 40-Under-40 Cardiac Resuscitation Champion recipient at the Cardiac Arrest Survival Summit.

Public Hearing

City Clerk Rogers read the Public Hearing and Public Comments procedures.

4. Proposed Amendment to the 2020 Budget regarding the Water Fund, Ordinance No. 02-20

Public Works Director Rogalsky stated that the proposed amendment to the 2020 Budget contained in Ordinance No. 02-20 will add \$80,500 to the water fund budget to fund a oversizing agreement with a developer to install water pipes. The new water pipes will serve the City's needs for future expansion of the water system. The oversizing agreement with the developer will be presented at a future meeting for Council consideration.

Mayor Lukson opened the public hearing at 8:05 p.m. No public testimony was received. Mayor Thompson closed the public hearing at 8:05 p.m.

5. Proposed Relinquishment of an Easement lying within 1609 Van Giesen Street, Resolution No. 32-20

Public Works Director Rogalsky stated that the easement to be relinquished was originally established to support the original city water system. The pipe has since been moved out to the street, and the City no longer has need for the easement. State law requires a public hearing to solicit testimony before the relinquishment can be executed.

Mayor Lukson opened the public hearing at 8:06 p.m. No public testimony was received. Mayor Thompson closed the public hearing at 8:06 p.m.

Public Comments

Nancy Doran – 1516 Johnston, Richland WA – Ms. Doran voiced concerns regarding statements made in a recent workshop meeting regarding the water treatment plant façade update design. She stated that the current design fits in with the neighborhood, and was displeased with Council's analysis regarding its replacement.

Alexis Ryan – 526 S. 40th Avenue, West Richland, WA – Ms. Ryan requested that Council build a functional shelter with an adequate number of kennels for intakes. She stated that euthanasia is not an acceptable solution for pet over-population, and encourages spay/neuter clinics instead. Ms. Ryan advised that Washington is moving toward becoming a No-Kill state, and with a smaller floor plan design, the Tri-Cities Animal Shelter will soon become one of the only kill shelters in the state. She urged Council to design a shelter that will not fail.

Teagan Fletcher – 5501 Roosevelt Drive, West Pasco, WA – Mr. Fletcher shared that he and his mother volunteer at the animal shelter. He stated that he is concerned about the poor conditions and safety issues at the shelter. He then requested that Council build a functional shelter with additional kennels.

Veronica Hanson-Pitkoff – 5310 W. 8th Avenue, Kennewick, WA – Ms. Hanson-Pitkoff expressed frustration with Council for its lack of vision for the Tri-Cities Animal Shelter. As a long-time resident of Richland, Ms. Hanson-Pitkoff stated that Richland has been the most progressive of the three cities. She asks that Council provide a shelter that is large enough for future population.

Stephanie Hoys – 1914 M Loop, Richland, WA – Ms. Hoys asked Council to imagine the wear and tear the animal shelter has had in its over fifty years of use. She urged councilmembers who have not visited the shelter to visit to experience the issues. Ms. Hoys stated that the Tri-Cities need to work together to come to an agreement on a facility.

Tim Taylor – 462 Palm Drive, Richland, WA – Mr. Taylor stated that the new animal shelter is not a need, it is a necessity. The need was identified over ten years ago, and the construction cost will increase the longer construction is delayed. He added that other projects have been funded over the last ten years, and the time to fund the facility has come. Mr. Taylor stated that the condition of the facility has been unacceptable for years now, and encouraged councilmembers to fulfil campaign promises.

Meg Mercer – 75 Willis St. Richland, WA - Ms. Mercer stated that Richland needs to be proactive and build a shelter large enough to accommodate the growing population so euthanasia will not be an option.

Kristin Engbrecht – 3510 Reserve Lane, Pasco, WA – Ms. Engbrecht announced that she attended all three workshops regarding the new animal shelter. She believes that there is still no clear path moving forward. She would like to see a timeline on the new shelter project.

Ashley Schvenwald – 2300 Carriage Avenue, Richland, WA – Ms. Schvenwald stated that final design plans for the animal shelter are being re-evaluated. She expressed disappointment in Council's attitude towards the condition of the animal shelter in comparison to the attitudes of councilmembers in Pasco and Kennewick when all were presented an animal shelter update from the City of Pasco. She urged Council to make the animal shelter a priority.

Julie Webb – 4972 McEwan Drive, Richland, WA – Ms. Webb spoke of the shelter costs, average stay for animals, spay/neuter services and the number of kennels needed for the new shelter.

Elizabeth Norman – 1508 Torthary Place, Richland, WA – Ms. Norman encouraged Council to consider other options to align with a no-kill facility.

Consent Calendar

City Clerk Rogers read the Consent Calendar.

COUNCILMEMBER CHRISTENSEN MOVED AND COUNCILMEMBER THOMPSON SECONDED THE MOTION TO APPROVE THE CONSENT AGENDA AS PUBLISHED. THOSE IN FAVOR: ALVAREZ, ANDERSON, CHRISTENSEN, LEMLEY, THOMPSON AND LUKSON. THOSE OPPOSED: NONE. MOTION CARRIED 6-0.

Minutes

6. Approval of the February 4, 2020 Council Meeting Minutes

Ordinances - First Reading

7. Ordinance No. 02-20, Amending the 2020 Budget to Increase Appropriations in the Water Fund

8. Ordinance No. 03-20, Amending Richland Municipal Code Section 2.04.125 related to the Selection Process for Council Appointments

Ordinances - Second Reading & Passage

None.

Resolutions - Adoption

9. Resolution No. 25-20, Authorizing a Consultant Agreement with Electric Power Systems, Inc. for Engineering Design of the Oscar Substation
10. Resolution No. 26-20, Approving 2020 Business License Reserve Fund Grants
11. Resolution No. 27-20, Approving the Final Plat of Jolianna Heights Phase 2
12. Resolution No. 28-20, Authorizing a Federal Emergency Management Agency (FEMA) Grant for Radio and Communication Equipment
13. Resolution No. 29-20, Approving an Alteration to the Final Plat of The Dwellings Subdivision
14. Resolution No. 30-20, Authorizing a Third Amendment to the Interlocal Agreement with Port of Kennewick related to the Columbia Park Trail Improvements
15. Resolution No. 31-20, Authorizing a Consultant Agreement with Murraysmith, Inc. for the Wastewater Treatment Plant Aeration Basin No. 2 Retrofit Project
16. Resolution No. 32-20, Authorizing Relinquishment of a Utility Easement at 1609 Van Giesen Street
17. Resolution No. 33-20, Authorizing a Consultant Agreement with RH2 Engineering, Inc. for the Wastewater Treatment Plant Back-up Generator Replacement
18. Resolution No. 34-20, Authorizing a Lease Agreement with Western States for a Dozer and Articulated Truck
19. Resolution No. 35-20, Authorizing a Consultant Agreement with Parametrix, Inc. for 2020 Environmental Monitoring at the Horn Rapids Landfill

Items - Approval

None.

Expenditures - Approval

20. Expenditures from January 27, 2020 - February 7, 2020 for \$14,428,883.76 including Check Nos. 276285-276682, Travel Check Nos. 19901-19905, Wire Nos. 8001-8015, Payroll Check Nos. 161144-161679, Payroll Wire/ACH Nos. 11360-11383 and Pension Check Nos. 5357-5387.

Items of Business

None.

Reports and Comments

City Manager

None.

City Council

Councilmember Alvarez thanked his family for their support in allowing him to serve. He then addressed some of the concerns relating to the animal shelter that were expressed during the public comment period. He shared that, during his monthly meeting with City Manager Reents, they spent most of their time discussing the animal shelter. He ended by saying the City is continuing to work with the other cities on this issue.

Councilmember Thompson shared his thoughts about the animal shelter issue, recognizing that when culture changes, the politics follow. Years ago, euthanasia was culturally acceptable, but currently, people are more empathetic. Best made plans at the time may not be the best made plans of today. He agreed that the size of the shelter needs to be modified. The needs of the community have changed, and euthanasia may no longer be an option if the state is moving to regulate against it. Councilmember Thompson closed by acknowledging the message from those present, which is that the Tri-Cities needs a shelter that will do what the current culture requires.

Mayor

Mayor Lukson shared that he attended a ribbon cutting at the Yakima Federal Savings and Loan's Grand Opening earlier in the day in the Queensgate area. He commended the Council of years past for the vision they had to encourage expansion and development in that area of Richland.

Mayor Lukson further stated that Council is working on solutions to the issues with the animal shelter. He then listed possible solutions to consider. The City of Pasco, as the Operating Jurisdiction for the animal shelter, will return in the next 90-120 days with a recommendation for the three cities to consider.

Adjournment

Mayor Lukson adjourned the meeting at 8:47 p.m.

APPROVED:

ATTESTED:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



MINUTES

RICHLAND CITY COUNCIL ANNUAL RETREAT MEETING

Richland City Hall ~ 625 Swift Boulevard

Friday, February 21, 2020

City Council Annual Retreat - 9:00 a.m.

Mayor Lukson called the workshop to order at 9:00 a.m. in the Council Chambers at City Hall.

Attendance: Mayor Lukson, Mayor Pro Tem Kent and Councilmembers Alvarez, Anderson, Christensen, Lemley and Thompson were present. City Manager Reents was also present.

Agenda Item

1. Annual Council Retreat

Councilmembers reviewed the strategic leadership plan and potential updates to the City Charter and the Council Agenda template. Council discussed Governor Inslee's stop work order for transportation projects and the loss (potential delay) of State funding implications for constructing the Duportail/SR-240 intersections in time for the Duportail Bridge opening this fall.

Other items discussed included potential Manhattan Project events, open negotiations for collective bargaining units, banning a local income tax, and City boards and commission's behaviors, term consistency and limits.

Adjournment

Mayor Lukson adjourned the meeting at 1:05 p.m.

APPROVED:

ATTESTED:

Ryan Lukson, Mayor

Jennifer Rogers, City Clerk

DATE APPROVED:

DATE PUBLISHED:



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Ordinances - First Reading

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 04-20, Amending Chapter 1.04 of the Richland Municipal Code related to Conduct of Council Business

Department:
City Attorney

Ordinance/Resolution Number:
04-20

Document Type:
Ordinance

Recommended Motion:

Give first reading, by title only, to Ordinance No. 04-20, amending Chapter 1.04 of the Richland Municipal Code related to Conduct of Council Business.

Summary:

The City has need, from time to time, to update the Richland Municipal Code to eliminate ambiguity, remedy conflict with state or federal law, and bring the code into alignment with current practices.

The start time for regular city council meetings is codified in RMC 1.04.011 as 7:30 p.m. At a recent retreat, Council expressed a desire to change the start time of regular council meetings from 7:30 p.m. to 6:00 p.m. This shift in start time will allow for increased work/life balance for all meeting participants, and brings Richland into closer alignment with neighboring agencies: Kennewick City Council (6:30 p.m.); Pasco City Council (7:00 p.m.); West Richland City Council (6:00 p.m.).

In addition to modifying the start time, a few other housekeeping amendments to Chapter 1.01 RCW are warranted to clarify processes, reflect current practices, and eliminate potential conflict with state law.

Staff recommends approval of Ordinance No. 04-20 for first reading, by title only.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 04-20

ORDINANCE NO. 04-20

AN ORDINANCE of the City of Richland amending Chapter 1.04 of the Richland Municipal Code related to Conduct of Council Business.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code to eliminate ambiguity, remedy conflict with state or federal law, and bring the code into alignment with current practices; and

WHEREAS, at a recent retreat, Council expressed a desire to change the start time of regular council meetings from 7:30 p.m. to 6:00 p.m.; and

WHEREAS, other housekeeping amendments to Chapter 1.01 RCW are warranted to clarify processes, reflect current practices, and eliminate potential conflict with state law.

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

Section 1. Chapter 1.04 of the Richland Municipal Code, entitled Conduct of Council Business, as first enacted by Ordinance No. 37-91, and last modified by Ordinance No. 14-14, is hereby amended to read as follows:

Chapter 1.01 CONDUCT OF COUNCIL BUSINESS

Sections:

- 1.01.000 Purpose.**
- 1.01.010 Meeting to be open.**
- 1.01.011 Regular meetings.**
- 1.01.012 Special meetings.**
- 1.01.013 Workshop sessions.**
- 1.01.014 Public hearings.**
- 1.01.022 Parliamentary guide.**
- 1.01.023 Presiding officer.**
- 1.01.024 City clerk.**
- 1.01.025 Members speaking.**
- 1.01.026 Nonmember speaking.**
- 1.01.027 Adoption of ordinances and resolutions.**
- 1.01.028 Interruptions – Procedures.**
- 1.01.029 Attendance of officers.**
- 1.01.030 Executive sessions.**
- 1.01.040 Travel.**
- 1.01.050 Holding office positions in outside organizations.**
- 1.01.055 Repealed.**
- 1.01.060 Repealed.**

1.01.065 Repealed.

1.01.070 Repealed.

1.01.000 Purpose.

A new chapter of the Richland Municipal Code is being created to organize and codify ordinances which pertain to the operation and conduct of the Richland city council. This chapter is prepared to codify information which has been the subject matter of resolutions previously passed by the Richland city council. This chapter will provide a basis for codification of subsequent ordinances relating to the conduct of council business.

1.01.010 Meeting to be open.

All meetings of the city council shall be open and public and all persons shall be permitted to attend any meeting of the council except as otherwise provided in this chapter.

1.01.011 Regular meetings.

The regular meetings of the city council shall be held the first and third Tuesday evenings of the month, commencing at the hour of ~~7:30~~ 6:00 p.m., in the council chamber at the City Hall. Executive sessions and/or work sessions may be scheduled pursuant to Chapter 42.30 RCW ~~RMC 1.01.012~~. In the event that the regular meeting falls on a legal holiday, then the regular meeting shall be held on the next succeeding day; provided, however, that the council, by affirmative vote of at least four (4) members thereof, may, upon good cause being shown, not less than seven (7) days prior thereto, reschedule a regular meeting, with appropriate notice as may be provided by law. The city manager or ~~his or her~~ designee ~~shall~~ will review the agenda with the mayor and one other councilmember, as determined on a rotating basis, prior to the agenda being finalized. The agenda ~~shall~~ will be made available ~~not later than 5:00 p.m. of~~ on the preceding Friday, and after publication, no other subject may be acted upon except by consent of a majority of those members present at the meeting to which the agenda pertains. A councilmember who wishes to add an item to the agenda during a meeting shall prior to approval of the agenda by motion, verbally ~~orally~~ request that the chairperson add the item to council business or other appropriate agenda section. The chairperson will then call for a vote to ascertain if a majority of the members present consent to including the item. ~~Councilmembers shall submit items to be included on the agenda not later than 5:00 p.m. the Tuesday preceding the regular meeting date. Meeting agendas and public hearing notices shall be published as required by state law. A summary of the business items to be discussed shall be published on the city website and the cable TV community calendar as well as posted on the administrative building notice board and at the city library. Public hearing notices shall be published in the newspaper on the Sunday preceding the hearing unless otherwise specified by law.~~

1.01.012 Special and emergency special meetings.

Special meetings and emergency special meetings shall be called as provided for in Chapter 42.30 RCW, the Open Public Meetings Act, as it now exists or is hereafter amended.

~~The city clerk shall call special meetings of the council upon the written request of the mayor or a majority of councilmembers, or by agreement of council at a prior meeting.~~

~~Notice of any such special meeting shall be given to members of council by delivering personally, electronically or by mailing written notices to each member of the council.~~

~~Notice shall likewise be given to each local newspaper of general circulation and to each local radio or television station which has on file with the city a written request to be notified of such special meeting or of all special meetings. Such notice must be delivered personally, electronically or by the mail at least 24 hours before the time of such meeting as specified in the notice. Notice to the public shall be "prominently displayed" at the main entrance of the Richland City Hall and at the meeting site if the meeting will not be held at the City Hall, and posted on the city's website. The call and notice shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken by the council on any other matter at such meetings.~~

~~The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property, or the likelihood of such injury or damage, when time requirement of such notice would make notice impractical and increase the likelihood of such injury or damage. An emergency meeting must, nevertheless, be open to the public.~~

1.01.013 Workshop sessions.

A workshop session shall be defined as a special meeting and shall be held on the fourth Tuesday of the month at 6:00 p.m.; in the council chamber; at the City Hall. The workshop agenda will be determined based on the business needs of the agency. ~~The order of business, agenda adjustment, and related matters for workshop sessions shall be as determined by concurrence of the attending councilmembers.~~ The council recognizes that a workshop session involving four or more of its members constitutes a meeting within the purview of the Open Public Meetings Act and, therefore, requires notice as provided under Chapter 42.30 RCW. in RMC 1.01.012. ~~Recognizing also that final disposition may only be taken on an item of business specified in such notice, the council in the interest of maintaining an atmosphere of informality during such sessions, so as to encourage the free and open flow of discussion or ideas, unhampered by the pressure of decision-making, declares it to be their policy that final disposition not usually be taken on any matter at a workshop session.~~ The primary purpose of workshop sessions is to provide council, ~~staff, and invited parties~~ an opportunity to discuss matters in detail. The policy of city council is to avoid taking final disposition on any matter at a workshop session. Workshop sessions are not intended to serve as public hearings. ~~While public comment may be allowed as time permits, it will generally be limited to the end of the workshop session.~~

1.01.014 Public hearings.

The city council shall hold public hearings on matters that ~~the~~ council or staff determines to be of significant public concern, and for matters for which the law requires public hearings as part of the decision-making process. All public hearings shall comply with the notice and timing requirements prescribed by state law.

1.01.022 Parliamentary guide.

Robert's Rules of Order shall govern contested decisions arising from points of order.

A. Votes on Questions. Each member present shall vote on all questions put to the city council except on matters in which the member's participation would violate the city's code of ethics for public officials (Chapter 2.26 RMC) or the state's code of conduct for municipal officers (Chapter 42.23 RCW), ~~has financial interest~~ or on matters of a quasi-judicial nature where such councilmember deems it appropriate to ~~that he or she~~ disqualify himself or herself pursuant to the appearance of fairness doctrine.

1.01.023 Presiding officer.

The mayor, or in ~~his~~ the mayor's absence, the mayor pro tempore, shall be the presiding officer of the city council. In the absence of both the mayor and the mayor pro tempore, the city council may select a temporary presiding officer.

It shall be the duty of the presiding officer to:

- A. Call the meeting to order.
- B. Keep the meeting to its order of business.
- C. Control discussion in an orderly manner:
 - 1. Giving every councilmember, who so wishes, a chance to speak~~;~~
 - 2. Permitting audience participation at appropriate times~~;~~
 - 3. Requiring all speakers to speak to the question and to observe the rules of order.

The presiding officer shall decide all questions of order, subject to the right of appeal to the council by any member.

1.01.024 City clerk.

The city clerk, or an authorized deputy clerk, shall attend all meetings of the city council, unless excused by the city manager. The city clerk shall keep a journal of all proceedings and enter in the journal the yeases and noes taken on all ordinances scheduled for adoption and on any other questions when desired by any member of the city council. The city clerk shall arrange for publication in the official newspaper the titles of all enacted ordinances and such resolutions, orders, notices, petitions and other instruments as the city council may direct.

1.01.025 Members speaking.

Any time a councilmember has continuously spoken for 15 minutes, the presiding officer shall instruct such member that in the event he continues to hold the floor for an additional five minutes he shall be subject to mandatory relinquishment of the floor at the discretion of the council. At the conclusion of an additional five-minute period any councilmember

may, by motion, move that the speaking member be required to relinquish the floor, and such motion shall carry if two-thirds of the members present favor such motion. In the event such motion is carried, the affected member shall thereafter be limited to not more than five minutes' speaking time on the same subject during the same meeting.

1.01.026 Non-member speaking.

No person, not a member of the city council, shall be allowed to address the city council while it is in session without the permission of the presiding officer or majority of councilmembers present.

1.01.027 Adoption of ordinances and resolutions.

The city council shall not adopt any ordinance or resolution except in a meeting open to the public and then only at a meeting, the date of which is fixed as provided in this chapter, or at a meeting of which notice has been given according to the provisions of this chapter. Any action taken at meetings failing to comply with the provisions of this chapter shall be null and void.

1.01.028 Interruptions – Procedures.

In the event that any meeting is interrupted by a group or groups of persons so as to render the orderly conduct of such meeting infeasible and order cannot be restored by the removal of individuals who are interrupting the meeting, a majority of the members of council present may order the meeting room cleared and continue in session or may adjourn the meeting and reconvene in another location selected by majority vote of the members present. In such a session final disposition may be taken only on matters appearing on the agenda. Representatives of the press or news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the council from establishing a procedure for readmitting an individual or individuals not responsible for disturbing the orderly conduct of the meeting.

1.01.029 Attendance of officers.

The city manager shall attend all meetings of city council unless excused by the mayor or a majority of the city council. The city manager is responsible for instructing, ~~when required by the city council, shall instruct any~~ other city officers or employees to attend meetings of the city council ~~and to remain for such time as the city council may direct~~.

1.01.030 Executive sessions.

The council may hold executive sessions during a regular or special meeting to consider matters specifically enumerated in RCW 42.30.110 as it is currently written or as it may hereafter be amended, as well as to consider sensitive areas of legal advice, particularly with reference to pending or contemplated litigation, settlement offers and similar matters; provided, however, that nothing contained herein shall prohibit the council from considering, in closed session, the strategy or position to be taken during the course of any collective bargaining, professional negotiations, grievance, or mediation proceedings or reviewing the proposals made in such negotiations or proceedings while in progress, nor shall it prevent the council from considering, in closed session, those additional items

recognized by the Washington State Legislature in RCW 42.30.140 as it is currently written or as it may hereafter be amended, as being inapplicable to the requirement of an open public meeting. The council may exclude any particular councilmember from an executive session if such individual councilmember has a clear conflict of interest with respect to a question under consideration. Items discussed in executive session, because of their confidential nature, will not be disclosed in any manner to members of the media or discussed with any person other than councilmembers or persons in attendance at executive session.

Violation of this section will be discussed at the next regular meeting of the council and shall subject any councilmember found to be in violation to potential censure by the city council as a whole.

1.01.040 Travel.

City council travel which requires either an overnight stay or the use of commercial transportation to travel outside of Washington State requires prior city council approval. This approval can be obtained, either by council action or a telephone poll conducted through or by the city manager's office. If the latter procedure is utilized, council will ratify the approval given at its ~~it shall be reflected in the communications section of the~~ next city council meeting ~~information packet~~. City council travel within the state of Washington or to the Portland, Oregon, ~~urbanized~~ area and which does not require an overnight stay does not require prior city council approval.

1.01.050 Holding office positions in outside organizations.

Councilmembers who seek appointment or run for office in regional, state, national or international organizations where the possibility exists that they may be required to attend meetings outside ~~our~~ the local area at city expense shall obtain council approval prior to accepting an appointment or seeking an office in the outside organization.

1.01.055 Notification.

Repealed by Ord. 26-11.

1.01.060 Reasonable maximum expenditure.

Repealed by Ord. 26-11.

1.01.065 Monitoring of campaign expenditures.

Repealed by Ord. 26-11.

1.01.070 Publication.

Repealed by Ord. 26-11.

Section 2. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 3. Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the

ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 4. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance, including but not limited to the correction of scrivener's errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the ____ day of _____, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: _____



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 02-20, Amending the 2020 Budget to Increase Appropriations in the Water Fund

Department:
Public Works

Ordinance/Resolution Number:
02-20

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 02-20, increasing the 2020 budget appropriation in the Water Fund.

Summary:

RMC 18.34.020 establishes the authority for cost reimbursement by the City for certain developer-installed pipeline extensions. The Quail Ridge Phases 1 and 2 subdivisions propose to construct water pipelines eligible for cost reimbursement from the City. Specifically, the developer will install larger pipe than is required for the development in order to meet the City's needs to serve other properties.

On November 19, 2019, Richland City Council approved the 2020 Budget through Ordinance 55-19. At that time, no funds were appropriated in the Water Fund for water pipeline reimbursements since staff was not aware of the development schedule or design. Sufficient unappropriated funds are, however, available in the Water Fund to support the recommended budget adjustment. Staff proposes to amend the 2020 Water Fund budget by adding \$80,500 in unappropriated fund balance to the current year budget in order to fund the anticipated reimbursement. The development infrastructure construction project has been permitted, and is expected to be completed later this year.

A duly advertised public hearing was held on February 18, 2020. No public testimony was provided. Staff recommends approval of Ordinance No. 02-20 for second reading and passage.

Fiscal Impact:

The Water Fund appropriation will increase by \$80,500 to allow for the payment obligation of the Quail Ridge Phases 1 and 2 water oversizing agreement. The funds will come from unappropriated fund balance in the Water Utility Fund, which has an approximate balance of \$4,911,000.

Attachments:

- I. Ordinance No. 02-20

ORDINANCE NO. 02-20

AN ORDINANCE of the City of Richland amending the 2020 Budget to provide for additional appropriations and declaring that a public emergency exists in the City's Water Fund.

WHEREAS, on November 19, 2019, Richland City Council approved Ordinance No. 55-19 approving the 2020 Budget; and

WHEREAS, the Quail Ridge Phases 1 and 2 subdivision propose to construct water system infrastructure eligible for cost reimbursement from the City and estimated at \$80,500; and

WHEREAS, RMC 18.34.020 establishes the authority for cost reimbursement by the City for certain developer-installed pipeline extensions; and

WHEREAS, no funds were appropriated in the 2020 Budget in the Water Fund for waterline oversizing reimbursement; and

WHEREAS, staff recommends City reimbursement of these developer cost as the most efficient way to acquire necessary infrastructure; and

WHEREAS, sufficient unappropriated funds are available in the Water Fund to support the required budget adjustment; and

WHEREAS, pursuant to RCW 35.33.091, a duly noticed public hearing was held on February 18, 2019 regarding the increase in appropriations from beginning fund balance in the Water Fund.

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

Section 1. Facts Constituting Emergency. The expenses contained within this ordinance were not anticipated when the 2020 Budget was approved.

Section 2. Declaration of Public Emergency. Due to circumstances described above, the City Council declares that a public emergency exists in the Water Fund.

Section 3. Amendment of the 2020 Budget. The 2020 Budget is hereby amended to provide additional appropriations in the Water Fund from unappropriated fund balance as follows:

Water Fund

Current Appropriation: \$24,140,820

Increase in Appropriation: \$ 80,500

Amended Appropriation: \$24,221,320

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, Washington, at a regular meeting on the 3rd day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: March 8, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Ordinances - Second Reading & Passage

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Ordinance No. 03-20, Amending Richland Municipal Code Section 2.04.125 related to the Selection Process for Council Appointments

Department:
City Attorney

Ordinance/Resolution Number:
03-20

Document Type:
Ordinance

Recommended Motion:

Give second reading and pass Ordinance No. 03-20, amending Richland Municipal Code Section 2.04.125 related to the selection process for Council appointments.

Summary:

The City has need, from time to time, to update the Richland Municipal Code (RMC) to bring it into alignment with current practice. At a recent City Council workshop, Council discussed its desire to move away from utilizing a council assignments committee to determine council liaison appointments to various internal and external boards, commissions and committees.

To make this change, a code amendment is necessary to remove the council assignments committee and its corresponding process from the Richland Municipal Code.

Staff recommends approval of Ordinance No. 03-20 for second reading and passage.

Fiscal Impact:

None.

Attachments:

I. Ordinance No. 03-20

ORDINANCE NO. 03-20

AN ORDINANCE of the City of Richland amending Title 2 of the Richland Municipal Code related to the council assignments committee.

WHEREAS, the City has need, from time to time, to update the Richland Municipal Code (RMC) to bring it into alignment with current practice; and

WHEREAS, at a recent City Council workshop, Council discussed its desire to move away from utilizing a council assignments committee to determine council liaison appointments to various internal and external boards, commissions and committees; and

WHEREAS, a code amendment is necessary to remove the council assignments committee and its corresponding process from the Richland Municipal Code.

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

Section 1. Richland Municipal Code Section 2.04.115, entitled Ad hoc citizens committees, as first enacted by Ordinance No. 30-91, and last amended by Ordinance No. 31-03, is here by amended as follows:

2.04.115 Ad hoc citizens committees.

An ad hoc citizens committee may be constituted upon the motion of the city council.

A. At the time of passing the motion establishing the committee, the following shall be made a part of the motion:

1. A written statement of purpose for the committee.
2. A written description of recommendations which the council expects from the committee.
3. The specific due date of material and recommendation back to the council.
4. An estimated date of completion of the committee assignment.
5. The number of members that shall be on the committee and a statement of qualifications required of committee members.
6. If special circumstances warrant the inclusion of one or more councilmembers as voting members of the committee, the motion shall provide justification for so doing.

B. Other Applicable Rules.

1. The council, through the city manager, will ~~assignments committee must~~ provide oral or written statements to nominated members of the ad hoc committee relating the purpose

of the committee, a description and due date of recommendations back to the council, and the anticipated date of completion of the committee assignment.

2. Ad hoc committee members shall normally be nominated by ~~the council assignments committee based on recommendations from the~~ members of the city council. Appointment of ad hoc committee members shall ~~normally~~ be by majority vote of the city council. ~~However, the motion may specify that the council assignments committee shall make the appointments upon recommendation of councilmembers.~~

3. The ad hoc committee shall appoint a chairperson, vice-chairperson and other officers as they see fit from the membership of the committee. Council may choose to assign a council liaison consistent with the process identified in RMC 2.04.125.

~~4. The council assignments committee may normally recommend to city council assignment of one or more councilmembers to act as nonvoting liaisons (class A) unless the motion includes councilmembers as active participants. However, the motion may specify that the assignments committee make the liaison assignment.~~

5. City staff shall provide assistance to the committee as appropriate.

6. A quorum of the ad hoc committee must be present to conduct business. A quorum shall consist of the lowest number of members of the committee that exceeds one-half the stated number of members of the committee.

7. Unless otherwise directed by city council, formal minutes need not be kept except for formal motions.

8. Written reports issued by the ad hoc committee activities shall be approved by majority vote of the committee and signed or initialed by the ad hoc committee chairperson.

Section 2. Richland Municipal Code Section 2.04.125, entitled Selection process for council appointments and all other appointments not covered by RMC 2.04.120, as first enacted by Ordinance No. 33-90, and last amended during the 2011 recodification of the RMC, is hereby amended as follows:

2.04.125 Selection process for council appointments and all other appointments not covered by RMC 2.04.120.

Biennially, generally at the first workshop after ~~in the meeting at which~~ newly elected councilmembers take office, the council shall choose from among its members ~~a standing committee of three, from which the mayor and mayor pro tem shall be excluded, known as the "council assignments committee," to assist in the selection of~~ those who will serve as council liaisons to the various boards, commissions, ~~and~~ committees and outside agencies, council appointees to ad hoc committees, and all other council and non-council appointments not covered by RMC 2.04.120. ~~by recommending appointees~~ The recommendations generated during the workshop will be presented by resolution to the full city council for approval. ~~When the council appoints a committee, they shall also~~

~~identify a temporary chairperson whose sole purpose is to set a meeting date and convene the initial meeting. The first order of business is to appoint a permanent chairperson and any other officers unless the council's action names them.~~ Each assignment to a board, commission, committee, or outside agency shall be assigned a category which shall be defined as follows:

A. Liaison Assignment to City of Richland Boards, Commissions and Committees. A councilmember shall not be a voting member of the board, commission or committee and shall participate only to a limited degree. The councilmember's purpose is primarily to communicate council policy to the board, commission or committee and to take back to the council recommendations and questions. The councilmember shall also gather information about the boards, commissions or committees and communicate it to the council when appropriate. In particular, councilmembers shall not direct any activities as a leader of boards, commissions or committees to which they are assigned.

B. Liaison Assignment to Noncity Organization – Non-participant. Councilmembers shall not be voting members of non-city organizations in these kinds of assignments. The councilmember's purpose is primarily to communicate council policy to the organization and to take back to the council recommendations and questions. The councilmember shall also gather information about the organization and communicate it to the council when appropriate. In particular, councilmembers shall not direct any activities as a leader of organizations to which they are assigned.

C. Assignment to Non-city Organization – Board Member. Councilmembers may be voting members of non-city organizations in these kinds of assignments. However, councilmembers shall not participate as officers of the assignee organizations in these kinds of assignments. The councilmember's purpose is not only to communicate council policy to the organization and ~~to take~~ bring recommendations and questions back to council; the councilmember shall also encourage ~~the carrying out~~ implementation of city objectives. The councilmember shall also gather information about the organization and communicate that information to the council when appropriate.

D. Assignment to Non-city Organization – Board Member/Officer. Councilmembers may be voting members and participate as officers of non-city organizations in these kinds of assignments. The councilmember's purpose is not only to communicate council policy to the organization and ~~to take~~ bring recommendations and questions back to the council; the councilmember shall also encourage implementation ~~the carrying out~~ of city objectives. The councilmember shall also gather information about the organization and communicate to the council when appropriate.

E. Assignment to Local, Regional, State, National or International Boards/Commissions and Committees Relating to City or Council Business – Member/Officer. Councilmembers who seek membership, election or reelection for office in local, regional, state, national or international boards/commissions and committees relating to city or council business must, prior to the workshop, shall first submit a request for consideration during the council assignments discussion. ~~to the council assignments committee who shall review~~

~~the request and make a recommendation to the full city council for majority approval.~~
Where circumstances require travel outside the local area at city expense, the councilmember shall adhere to ~~the travel policy,~~ RMC 1.01.040.

~~F. It shall be the responsibility of the council assignments committee to specify t~~The
category of each assignment ~~at the time the assignments are created. This will~~ signals
the level of participation required of the councilmember as to each organization or board
to which the councilmember is assigned. A roster reflecting the category of each
assignment will be kept on file in the City Clerk's Office.

Section 3. Section 2.12.010 of the Richland Municipal Code, entitled Library board of trustees created – Membership, as first enacted by Ordinance No. 67, and last amended by Ordinance No. 68-18, is hereby amended as follows:

2.12.010 Library board of trustees created – Membership.

There is created a library board (hereinafter referred to as the “board”) composed of five trustees as recommended ~~by the council assignments committee~~ to the mayor, appointed by the mayor and confirmed by a majority of city council. Trustees shall serve staggered five-year terms and until their successors are appointed and confirmed. No person shall be appointed to serve more than two consecutive terms as library trustee. The waiver available under RMC 2.04.110(F) shall not apply.

Section 4. This ordinance shall take effect the day following its publication in the official newspaper of the City of Richland.

Section 5. Should any section or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the ordinance as a whole or any part thereof, other than the part so declared to be invalid.

Section 6. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance, including but not limited to the correction of scrivener’s errors/clerical errors, section numbering, references, or similar mistakes of form.

PASSED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney

Date Published: March 8, 2020



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 36-20, Authorizing a Water Pipeline Oversizing Agreement

Department:
Public Works

Ordinance/Resolution Number:
36-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 36-20, authorizing the City Manager to sign and execute a water pipeline oversizing agreement with Pahlisch Homes, Inc.

Summary:

The Richland Municipal Code requires that new subdivisions be provided with a potable water distribution system paid for by the developer. The RMC also allows for the City to financially participate in the expense of constructing the potable water distribution system if, by doing so, capacity beyond the developer's needs would be provided to benefit the City's system.

The City's vehicle for participating in the cost of oversized water pipelines is through a reimbursement agreement following pipeline installation by the developer.

The developer of the Quail Ridge subdivision, Pahlisch Homes, Inc., is required to install a 12-inch water main within the Village Parkway alignment to satisfy the needs of Horn Rapids Development. The City's water system planning indicates that a 16-inch water main would enable more efficient water service to properties west of Twin Bridges Road, allowing for future development of that area.

The City's best interests are served by participating financially in the Quail Ridge water pipeline construction costs to enlarge the water main within Quail Ridge to a 16-inch pipeline as a means to efficiently acquire water distribution system infrastructure for future uses.

Staff recommends adoption of Resolution No. 36-20.

Fiscal Impact:

The oversizing reimbursement cost is estimated to be approximately \$80,500 and will be funded by the Water Fund. Ordinance No. 02-20, if approved by Council on March 3, 2020, will authorize the necessary budget capacity for this agreement.

Attachments:

1. Resolution No. 36-20
2. Draft Water Main Oversizing Agreement with Pahlisch Homes at Quail Ridge Phase 1-2

RESOLUTION NO. 36-20

A RESOLUTION of the City of Richland authorizing a Water Pipeline Oversizing Agreement with Pahlisch Homes, Inc.

WHEREAS, Richland Municipal Code (RMC) Section 24.20.050 requires that new subdivisions be provided with a potable water distribution system and fire protection; and

WHEREAS, RMC Section 18.34.020 requires developers of new property to provide the potable water distribution system at their expense; and

WHEREAS, RMC Section 18.34.020 also allows the City to financially participate in the expense of constructing the potable water distribution system when doing so would provide capacity beyond the developer's needs to the benefit of the City's potable water distribution system; and

WHEREAS, the City's chosen vehicle for participating in the cost of oversized water pipelines is through a reimbursement agreement once the pipeline is installed by the developer; and

WHEREAS, the developer of the Quail Ridge subdivision is required by the Horn Rapids Community Master Water Plan to install a 12-inch water main within the Village Parkway alignment in the subdivision; and

WHEREAS, the City's water system planning indicates that a 16-inch water main would enable more efficient water service to properties west of Twin Bridges Road; and

WHEREAS, the City desires to enlarge the water main within Quail Ridge to 16-inches in order to provide for future development to the west of Twin Bridges Road; and

WHEREAS, the City's best interests are served by participating financially in the Quail Ridge water pipeline construction costs as a means to efficiently acquire water distribution system infrastructure for future uses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with Pahlisch Homes, Inc. to compensate for oversizing the water main that lies in the Village Parkway right-of-way in the Quail Ridge subdivision.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



WATER MAIN OVERSIZING AND REIMBURSEMENT AGREEMENT

RE: Quail Ridge Phases 1 & 2

THIS AGREEMENT made and entered into this ____ day of _____, 2020, by and between the **City of Richland**, a Washington municipal corporation (“City”), and **Pahlisch Homes, Inc.**, a foreign for-profit corporation (“Developer”) with service at 1020 N. Center Parkway, Suite A, Kennewick, Washington 99336. Developer and City are referred to collectively herein as the “Parties.”

WHEREAS, Developer is implementing the preliminary plat known as Quail Ridge, approved by the Richland City Council by Resolution No. 40-17 on March 7, 2017; and

WHEREAS, Developer has applied for a right-of-way construction permit pursuant to Chapter 12.08 RMC for public infrastructure to support Phases 1 and 2 of the preliminary plat; and

WHEREAS, Developer is required by the Horn Rapids Residential Community Master Water Plan to install 12-inch ductile iron water main in the Village Parkway right-of-way through this development, and

WHEREAS, City’s water distribution system will be extended most cost-effectively if the water pipeline in the Village Parkway right-of-way throughout Quail Ridge Phases 1 and 2 is increased in size from 12-inch to 16-inch; and

WHEREAS, Developer agrees to increase the size of the water pipeline in Village Parkway right-of-way from 12-inch to 16-inch so long as the City reimburses Developer for the increased cost of the larger pipe; and

WHEREAS, the City's best interests are served by coordinating with Developer to install oversized pipe in exchange for the increased cost of installing the oversized pipe; and

WHEREAS, Richland Municipal Code Section 18.34.020 authorizes the City to participate in the cost of water system pipeline extensions to provide for future requirements.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1: Developer's Obligation. Developer will install approximately 1,782 linear feet of oversized 16-inch ductile iron water main in place of a 12-inch water main within the Village Parkway right-of-way in accordance with the Quail Ridge Phase 1 and 2 engineering construction plans approved and permitted by the City on January 14, 2020.

Section 2: City's Obligation. After construction, testing and inspection is successfully completed, City will accept the 16-inch water main and will own, operate and maintain it as part of City's domestic water system.

Section 3: Payment. City will reimburse Developer for the cost difference between 12-inch ductile iron pipe and 16-inch ductile iron pipe after the completed pipeline has been tested and accepted by City. The basis of determining the reimbursable amount will be the actual construction costs paid by Developer for the 16-inch pipe minus the estimated cost of installing 12-inch pipe, subject to review and approval by the Richland Public Works Director; provided, however, that under no circumstance will the reimbursed amount exceed \$41.00 per linear foot of pipe, regardless of actual cost. The reimbursement payment due Developer will be paid by City within thirty (30) days of the date on which the Public Works Director has accepted the completed installation of the water pipeline and received the cost records of its installation from Developer. Both items must have occurred (receipt of records and acceptance of pipeline) for 30-day payment window to start to run.

Section 4: Term. This Agreement shall terminate upon payment by the City as described in Section. 3 above; provided, however, that Section 10 shall survive termination.

Section 5: Notice. Whenever either party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

Notice to City:

Public Works Director
625 Swift Blvd., MS-26
Richland, WA 99352

Notice to Developer:

Chad Bettsworth
1020 N Center Pkwy A
Kennewick, WA 99336

Section 6: Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected. To this end, the terms and conditions of this Agreement are declared severable.

Section 7: Jurisdiction/Venue. Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Benton County Superior Court. This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington. Lourdes expressly consents to personal jurisdiction in Benton County Superior Court.

Section 8: Integration. This Agreement and the application contain all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties.

Section 9: Waiver. No waiver by any Party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.

Section 10: Mutual Indemnification. Developer will indemnify, defend, and save City, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expenses which City may incur as a result of any act or omission of Developer arising under this Agreement. City will indemnify, defend, and save Developer, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expenses which Developer may incur as a result of any act or omission of City arising under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement at Richland, Washington, the day and year first written above.

CITY OF RICHLAND

PAHLISCH HOMES, INC.

Cynthia D. Reents, City Manager

Chad Bettesworth, Director of Land Development

Attest:

Jennifer Rogers, City Clerk

Approved as to Form:

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 3 - Increase Economic Vitality

Subject:

Resolution No. 37-20, Authorizing a Consultant Agreement with JUB Engineers, Inc. for Design of Clubhouse Lane and Utilities Improvements

Department:

Development Services

Ordinance/Resolution Number:

37-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 37-20, authorizing the City Manager to sign and execute a consultant agreement with JUB Engineers, Inc. for the design of improvements to Clubhouse Lane and its utilities.

Summary:

The City's Development Services Department/Business & Economic Development manages the City's undeveloped properties. This includes approximately 25 acres of commercial property at the entrance to the Horn Rapids Residential Community and Golf Course. The Business & Economic Development office is responsible for developing this property by installing roads and utilities and developing salable lots. Clubhouse Lane is a road requiring development in this area.

The City followed its competitive Request for Qualifications (RFQ) process to find an engineering consultant to design the project. The City received two (2) responses. JUB Engineers, Inc. was selected as the most qualified vendor to design the improvements.

Staff has negotiated a scope of work and budget with JUB Engineers, Inc., and recommends authorization of this consultant agreement through approval of Resolution No. 37-20.

Fiscal Impact:

The total cost of the consultant's work will not exceed \$121,539.27. This will be paid through the City's Industrial Development Fund and is planned for in the 2020 Budget.

Attachments:

1. Resolution No. 37-20
2. Draft Consultant Agreement - JUB Engineers, Inc. - Clubhouse Lane Design

RESOLUTION NO. 37-20

A RESOLUTION of the City of Richland authorizing a consultant agreement with JUB Engineers, Inc. for design of improvements to Clubhouse Lane and its utilities.

WHEREAS, the City's Development Services Department manages the City's undeveloped properties, including approximately 25 acres of commercial property at the entrance to the Horn Rapids Residential Community and Golf Course; and

WHEREAS, the Business & Economic Development has the responsibility to develop this property by installing roads and utilities and developing salable lots; and

WHEREAS, to achieve this outcome, improvements to Clubhouse Lane and its utilities need to be designed and implemented; and

WHEREAS, a competitive Request for Qualifications (RFQ) process has been conducted in compliance with the City's purchasing policies; and

WHEREAS, the City received two (2) responses to the RFQ; and

WHEREAS, JUB Engineers, Inc. presents as the most qualified vendor to complete the design of improvements for Clubhouse Lane and its utilities; and

WHEREAS, a scope of work and budget has been negotiated with JUB Engineers, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with JUB Engineers, Inc. to provide engineering services for design of improvements to Clubhouse Lane and its utilities.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



AGREEMENT BETWEEN CITY AND CONSULTANT

Clubhouse Lane Road and Utility Design

This Agreement is entered into this _____ day of March, 2020 ("Effective Date") by and between the **City of Richland ("City")**, a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **J-U-B Engineers, Inc. ("Consultant")**, a Washington for-profit corporation with service at 2801 W. Clearwater Avenue, Suite 201, Kennewick, WA 99336. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. _____
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. RFQ 20-0007
 4. ☒ Exhibit B: Solicitation No. RFQ 20-0007 proposal response submitted by Consultant dated January 31, 2020.
 5. ☐ Additional Documents – n/a.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by July 1, 2020.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on July 1, 2020.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **one hundred twenty-one thousand five hundreds thirty-nine dollars and twenty-seven cents (\$121,539.27)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are

independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the

contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.

- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable

attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. **INSURANCE**

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

- a. **No Limitation.** Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. **Minimum Scope of Insurance.** Consultant shall obtain insurance of the types described below:
 1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. **Commercial General Liability** insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
 4. **Professional Liability, Errors or Omissions** insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. **Minimum Amounts of Insurance.** Consultant shall maintain the following insurance limits:
 1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. **Professional Liability** insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. **Other Insurance Provisions.** Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured

pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: Travis A. Marden, PE
Name of Firm: 2810 W. Clearwater Avenue
Address: Suite 201
Address: Kennewick, WA 99336
Email: tmarden@jub.com
Phone Number: (509) 783-2144
Fax Number: n/a

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

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

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

Cynthia D. Reents, City Manager

Signature

ATTEST:

Printed Name

Jennifer Rogers, City Clerk

Title

APPROVED AS TO FORM:

Heather Kintzley, City Attorney

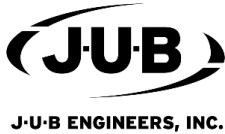
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EXHIBIT A: Detailed Scope of Work

Exhibit A to follow

Draft

EXHIBIT A



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

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Clubhouse Lane Road and Utility Improvements Design

CLIENT: City of Richland

J-U-B PROJECT NUMBER: 30-20-015

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

☒ **AGREEMENT DATED: 3/3/2020; or**

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES #X; DATED:**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The City of Richland's (City) objective in this Agreement is to obtain consulting engineering services for the design services for a new roundabout at the intersection of Kingsgate Drive and Clubhouse Lane, and for a new roadway extending easterly approximately 700 linear feet. The project design includes street stormwater treatment and disposal, underground utilities (water, sewer, and potentially irrigation), and grading of the adjacent City owned lots. The design will also include the layout of electrical conduits, vaults, streetlights, and fiberoptic conduits. The Consultant shall prepare plans, specifications and estimates for the City to bid the project. The Consultant shall coordinate, as required, with: City staff from Development Services, Energy Services, and Public Works. All work & documents provided by the consultant shall be in compliance with the City of Richland Standard Details and Specifications, and WSDOT Standard Details and Specifications.

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 1: Project Management

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

B. Task 2: QC Reviews

1. Conduct internal reviews at appropriate phases for quality control and assurance.
 - a. 50% Design Level Internal QC Review of Plans and Estimate
 - b. 95% Design Level Internal QC Review of Plans, Specifications, and Estimate
 - c. Final Design Level Internal QC Review of Plans, Specifications, and Estimate

C. Task 3: Roundabout Operations

1. Review previous 2018 traffic study at the Kingsgate Way and Clubhouse Lane Intersection, confirm design year traffic, and facilitate a kick-off meeting between the City of Richland and the Consultant team.
2. Confirm basis of design, City needs, project issues, utilities and illumination goals.
 - a. Deliverables:
 - i. Email summarizing design assumptions
3. Confirm roundabout lane configurations for all exits and entries.
 - a. Assumptions:
 - i. Lane configuration will be established prior to beginning of final design.
 - b. Deliverables:
 - i. 11x17 exhibit depicting final lane configurations for all roundabout legs.

D. Task 4: Data Collection/Coordination

1. Review City provided survey data, binding site plans, lot layouts, and utility information.
 - a. Assumptions:
 - i. City to provide all environmental permitting applications, permits, studies, and coordination.
 - ii. A project hydrogeologic study is not required.
2. Subconsultant shall provide on-site exploration and/or testing as required to provide the following:
 - a. Soils data necessary for preparation of the required grading permit and certification of the grading post construction.
 - b. Infiltration rates for planned stormwater collection and treatment.
 - a. Assumptions:
 - i. City shall determine preferred method of stormwater collection, conveyance and treatment prior to geotechnical field work.
 - ii. All stormwater improvements shall be designed to comply with the Department of Ecology's Stormwater Management Manual for Eastern Washington.
3. Review Geotechnical Report, Submit Draft to City of Review, Submit Final Report
 - a. Assumptions:
 - i. City Review time will not exceed two working days for draft report
 - b. Deliverables:
 - i. Draft Geotechnical Investigation Report and Recommendations
 - ii. Final Geotechnical Investigation Report and Recommendations

E. Task 5: [Final Design]

1. Create project basemap in Civil3D in J-U-B drafting standards using survey data provided by City.
2. Develop roundabout horizontal and vertical alignments/geometry to minimize impacts to existing infrastructure and improvements.
3. Develop horizontal and vertical alignments/geometry for Clubhouse Lane based on planned City provided right-of-way boundaries.
4. Design the proposed sanitary sewer main, sanitary sewer service stubs to adjacent lots, and connection to the existing main located at the easterly limits of the project.

- a. Assumptions:
 - i. Existing sewer main is approximately 40 feet deep and will require extensive excavation and/or shoring. Consultant will work with City staff on construction and connection options.
 - ii. Shoring design is not included in this scope of work.
 - iii. Sizing of all proposed sanitary sewer pipes will be provided by the City.
5. Design the extension of City water from the existing waterline located in Kingsgate Way easterly to the existing waterline located at the easterly project limits. Design of water service stubs to the adjacent lots will be coordinated with City staff.
 - a. Assumptions:
 - i. Sizing of all water pipes will be provided by the City
6. The Consultant shall design the extension of one irrigation main line from Kingsgate Way along Clubhouse Lane to the easterly project limits.
 - a. Assumptions:
 - i. City staff will provide the locations, sizes, flows, and pressures of existing irrigation pipes to be connected to, and for all proposed mains and service stub sizes.
7. Provide illumination design required to satisfy City of Richland street lighting standards.
 - a. Coordinate connections and service location with power company.
 - b. Photometric analysis: includes modeling of the proposed illumination system in AGI32 software to provide conformance with City of Richland street lighting standards
 - c. Assumptions:
 - i. Two iterations and one City review of analysis in between.
8. Prepare grading plan for City owned lots and Clubhouse Lane per City comments.
 - a. A grading plan will be prepared for the project limits, including Clubhouse Lane, and provided to the City for their preparation and submittal of the Grading Permit Application.
9. Prepare drainage design and calculations for the collection, treatment, and disposal of stormwater from the roundabout and Clubhouse Lane.
 - a. Prepare and submit the final Engineers drainage report.
 - b. Assumptions:
 - i. Method of stormwater collection, conveyance and treatment will be determined by the City prior to geotechnical field work.
 - c. Deliverables:
 - i. Final Engineer's Drainage Report in PDF format.
10. Coordination with Existing Site Utilities (Phone, Power) on impacts and relocations.
 - a. Deliverables:
 - i. Correspondence with Utilities
11. Coordination with Proposed Site Utilities (Power and Fiber Conduits/Vaults)
 - a. Deliverables:
 - i. Correspondence with Utilities

F. Task 6: Plans, Specifications, and Estimate Preparation

1. Prepare 50% design level plans and opinion of probable costs, submit to City
 - a. Assumptions:
 - i. City will determine if project budget allows construction of entire planned Clubhouse Lane or if construction limits will be adjusted
 - ii. Contract Specifications will not be prepared for this submittal
 - iii. City Review, scheduled for 2 days given accelerated schedule
 - b. Deliverables:

- i. 50% Design Level Plans and Opinion of Probable Costs in PDF format
 - ii. Meeting with City to review comments
2. Prepare 95% design level plans, specifications, and opinion of probable costs, submit to City
 - a. Assumptions:
 - i. Complete Technical Specifications will be prepared, including amendments, general special provisions, and applicable City of Richland Standard Specifications and Details.
 - ii. City Review, scheduled for 2 days given accelerated schedule
 - b. Deliverables:
 - i. 95% Design Level Plans and Opinion of Probable Costs in PDF format
 - ii. Meeting with City to review comments
3. Prepare Final Plans, Specifications and Estimate (PS&E) package ready for Public Works advertisement and bidding.
 - a. Assumptions:
 - i. City will compile final bid ready contract documents including Invitation to Bid and the City's standard construction contract.
 - b. Deliverables:
 - i. Final Bid Ready Plans, Specifications, and Opinion of Probable Costs in PDF format

G. Task 7: Project Closeout

1. Prepare record drawings, if necessary.
 - a. The record drawings will be prepared based on information gathered during field observations as well as information provided by others. The accuracy or completeness of information provided by others will not be verified by J-U-B.
 - b. If the record drawings will be a public record, J-U-B will grant the public entity with jurisdiction the right to copy and disseminate the hard copy or digital image to those who legitimately request the information in writing. Any release, use, or reuse by the public entity, any individual, or organization, shall be at the public entity's, individual's, and/or organization's sole risk and without liability or legal exposure to J-U-B.
 - c. Any seals of the registrants included on the record drawings will represent that the drafting of the record drawing information was completed by staff under the registrants' responsible charge
2. Archive paper and electronic files and records.
3. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
4. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. Provide AutoCAD drawings of existing topography, utilities, boundary, and property lines.
 2. Preparation of City Grading Permit Application
 3. Preparation and Submittal of all environmental permitting applications, Construction Stormwater Permit, any required studies (hydrogeologic if required), research, and coordination.
 4. Assistance in coordinating with Public Works and Energy Services staff for meetings and reviews.
 5. Project oversight and direction
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Project advertisement and bidding assistance
2. Responding to Contractor Questions during Bidding Process
3. Construction administration and observation, submittal reviews
4. Geotechnical Subconsultant involvement during construction phase for Grading Permit Certification.

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.

C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
1	Project Management	Time and Materials (Ceiling Amount Shown)	\$11,590.48	Concurrent with work progress
2	QC Reviews	Time and Materials (Ceiling Amount Shown)	\$2,749.34	50%, 95%, and Final Submittals
3	Roundabout Operations	Time and Materials (Ceiling Amount Shown)	\$4,424.55	March 4, 2020 to March 13, 2020
4	Data Collection/Coordination	Time and Materials (Ceiling Amount Shown)	\$13,314.41 (Incl. Geotech)	March 4, 2020 To April 8, 2020
5	Final Design	Time and Materials (Ceiling Amount Shown)	\$46,241.45 (Incl. Expenses)	April 8, 2020 To May 6, 2020
6	Plans, Specifications, and Estimate Preparation	Time and Materials (Ceiling Amount Shown)	\$40,316.90	April 15, 2020 To May 29, 2020
7	Project Closeout	Time and Materials (Ceiling Amount Shown)	\$2,902.15	At end of project
Total:			\$121,539.27	

Exhibit(s):

- Exhibit 1-A: Proposal for Geotechnical Engineering Evaluation dated February 19, 2020, including Phase 1 Lump Sum Cost and anticipated Phase 2 fee estimate (not authorized at this time).

For internal J-U-B use only:

PROJECT LOCATION (STATE): Washington

TYPE OF WORK: City

R&D: Yes

GROUP: Transportation

PROJECT DESCRIPTION(S):

1. Highway/Interstate/Roadway (H07)
2. Traffic/Transportation (T03)

Draft

ESTIMATED PERSON-HOUR EXHIBIT

Clubhouse Lane Road and Utility Improvements Design

CLIENT: City of Richland
DATE: February 19, 2020
Section: Kingsgate Way Easterly approximately 700 L.F.

PROJECT TASK			Hours											
			Principal In-Charge	Project Manager	Project Engineer (Road/Storm)	Project Engineer (Water/Sewer)	Project Engineer (Illumination)	QA/QC (Water/Sewer)	QA/QC (Illumination)	Transportation Planner	Construction Manager (Specifications)	CADD Technician	Clerical	
TASK 1	Project Management (4 Months)		\$11,590.48											
	1.1	Project set up, project controls, planning	\$2,156.25	2.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	
	1.2	Monthly invoicing, budget status, document handling/filing	\$2,975.96	0.0	14.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	
	1.3	Project Meetings (4 Meetings)	\$6,458.27	0.0	16.0	12.0	6.0	0.0	0.0	0.0	6.0	0.0	0.0	
TASK 2	QC Reviews		\$2,749.34											
	2.1	50% Design Level Internal QC Review	\$1,099.74	0.0	2.0	0.0	0.0	0.0	2.0	2.0	0.0	0.0	0.0	
	2.2	95% Design Level Internal QC Review	\$1,099.74	0.0	2.0	0.0	0.0	0.0	2.0	2.0	0.0	0.0	0.0	
	2.3	Final Design Level Internal QC Review	\$549.87	0.0	1.0	0.0	0.0	0.0	1.0	1.0	0.0	0.0	0.0	
TASK 3	Roundabout Operations		\$4,424.55											
	3.1	Review studies, confirm traffic projections, Schedule Kick-off	\$1,430.13	0.0	4.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	
	3.2	Confirm basis of design, City needs, utilities, and illumination goals	\$1,629.42	0.0	2.0	2.0	2.0	0.0	0.0	0.0	4.0	0.0	0.0	
	3.3	Confirm roundabout lane configuration	\$1,365.00	0.0	4.0	2.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	
TASK 4	Data Collection/Coordination		\$4,734.41											
	4.1	Review City survey data, CAD files, lot layouts, utility information	\$2,272.73	0.0	2.0	6.0	4.0	0.0	0.0	0.0	0.0	4.0	0.0	
	4.2	Verify information for City provided permitting process	\$732.42	0.0	1.0	2.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	
	4.3	Coordination with geotechnical subconsultant	\$1,072.89	0.0	2.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	
	4.4	Geotechnical Report Review, Draft and Final Submittals to City	\$656.37	0.0	1.0	2.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	
TASK 5	Final Design		\$45,998.32											
	5.1	Create basemap in Civil3D to JUB standards	\$3,322.67	0.0	1.0	2.0	0.0	0.0	0.0	0.0	0.0	22.0	0.0	
	5.2	Roundabout horizontal and vertical alignments/geometry	\$2,886.07	0.0	8.0	4.0	0.0	0.0	0.0	2.0	0.0	4.0	0.0	
	5.3	Clubhouse Lane horizontal and vertical alignments/geometry	\$5,350.83	0.0	4.0	6.0	1.0	0.0	0.0	0.0	0.0	28.0	0.0	
	5.4	Sanitary sewer main and service design	\$6,764.29	1.0	2.0	2.0	28.0	0.0	2.0	0.0	0.0	15.0	0.0	
	5.5	Water main and service stub design	\$5,106.43	1.0	1.0	1.0	24.0	0.0	1.0	0.0	0.0	10.0	0.0	
	5.6	Irrigation main design	\$3,172.23	0.0	2.0	4.0	12.0	0.0	1.0	0.0	0.0	4.0	0.0	
	5.7	Illumination design	\$4,177.23	0.0	2.0	2.0	0.0	18.0	0.0	2.0	0.0	8.0	0.0	
	5.8	Site grading, grading plan, roadway modeling	\$5,004.16	0.0	4.0	22.0	2.0	0.0	0.0	0.0	0.0	6.0	0.0	
	5.9	Storm drainage design and calculations	\$2,907.78	0.0	2.0	12.0	2.0	0.0	0.0	0.0	0.0	4.0	0.0	
	4.9.1	Prepare and submit final Engineers drainage report	\$3,153.15	0.0	2.0	12.0	2.0	0.0	0.0	0.0	0.0	2.0	4.0	
	5.10	Existing Utility Coordination (Phone, Power)	\$1,576.90	0.0	0.0	4.0	0.0	4.0	0.0	0.0	0.0	4.0	0.0	
5.11	Proposed Power and Fiber Conduits/Vaults Coordination	\$2,576.60	0.0	2.0	8.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0		
TASK 6	Plans, Specifications, and Estimate Preparation		\$40,316.90											
	6.1	Prepare 50% design level plans and cost estimate, submittal	\$16,138.40	0.0	14.0	24.0	16.0	8.0	2.0	1.0	0.0	2.0	48.0	
		2 day City review period, questions (review meeting in Task 1.3)	\$601.15	0.0	1.0	2.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	
	6.2	Prepare 95% design level PS&E package, submittal	\$15,466.04	0.0	8.0	20.0	10.0	4.0	2.0	1.0	0.0	24.0	34.0	
		2 day City review period, questions (review meeting in Task 1.3)	\$601.15	0.0	1.0	2.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	
Task 7	Prepare Bid Ready PS&E package, submittal		\$7,510.17	0.0	6.0	8.0	8.0	2.0	0.0	0.0	0.0	12.0	14.0	
	Project Closeout		\$2,902.15											
	7.1	Prepare Record Drawings	\$1,622.27	0.0	1.0	2.0	2.0	1.0	0.0	0.0	0.0	6.0	0.0	
	7.2	Archive files and records	\$428.74	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	
	7.3	Communiате project completion to City, agencies, stakeholders	\$176.54	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
	7.4	Close billing and financial records and systems	\$674.60	1.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	
	Total Hours			5.0	123.0	167.0	121.0	37.0	13.0	9.0	18.0	39.0	223.0	15.0
	Total JUB		\$112,716.14											
Expenses		\$243.13												
Subconsultants		\$8,580.00												
Total		\$121,539.27												
Total rounded (\$100)		\$121,539.27												

Exhibit D-2
Consultant Fee Determination - Summary Sheet
Cost Plus Fixed Fee
Clubhouse Lane Road and Utility Improvements Design

Direct Salary Cost (DSC):

Classification	Man-Hours	Rates of Pay	Costs
Principal In-Charge	5.0	\$245.86	\$1,229.31
Project Manager	123.0	\$176.54	\$21,714.42
Project Engineer (Road/Storm)	167.0	\$148.43	\$24,787.39
Project Engineer (Water/Sewer)	121.0	\$127.76	\$15,458.66
Project Engineer (Illumination)	37.0	\$116.29	\$4,302.55
QA/QC (Water/Sewer)	13.0	\$174.30	\$2,265.87
QA/QC (Illumination)	9.0	\$199.03	\$1,791.27
Transportation Planner	18.0	\$180.99	\$3,257.87
Construction Manager (Specifications)	39.0	\$182.98	\$7,136.03
CADD Technician	223.0	\$129.51	\$28,881.29
Clerical	15.0	\$126.10	\$1,891.50
J-U-B Labor Total=			\$112,716.14
Reimbursables:			
Travel and Per Diem			
Per Diem	0 days @	\$41.00	\$0.00
Air Travel	0 trips @	\$400.00	\$0.00
Mileage	75 miles @	\$0.575	\$43.13
Lodging	0 nights @	\$100.00	\$0.00
Reproduction/Mailing Expenses			
PS&E Copies and Binding			\$200.00
Exhibit Mounting	0 each @	\$50.00	\$0.00
Survey Equipment			
Reimbursable Sub-Total			\$243.13
Subconsultant Costs:			
GeoProfessional Innovation Corp.		\$7,800.00	
10% Consultant Markup		\$780.00	
Subconsultant Costs			\$8,580.00
Total			\$121,539.27
Management Reserve (0%)			\$0.00
Grand Total			\$121,539.27
Prepared by: Travis Marden			
Date: 2/19/2020			

February 19, 2020
File: PUP20041

Mr. Travis Marden, P.E.
J-U-B Engineers, Inc.
2810 West Clearwater Avenue, Suite 101
Kennewick, Washington 99336

RE: **Revised Proposal**
Geotechnical Engineering Evaluation
Clubhouse Lane Roundabout & Roadway Design
Clubhouse Lane and Kingsgate Way
Richland, Washington

Good Day, Travis:

GeoProfessional Innovation Corporation (GPI) provides this proposal for geotechnical engineering evaluation services to support J-U-B Engineers, Inc. (J-U-B) with design and construction of the proposed Clubhouse Lane Roundabout and Roadway Design project in Richland, Washington. We are confident that our experienced team of geoprofessionals and geotechnical engineers can accomplish the City of Richland's (City's) project objectives. This proposal has been revised from our initial submittal, dated February 18, 2020. The following text summarizes our project understanding, proposed scope of services, anticipated schedule, and fee estimate.

PROJECT UNDERSTANDING

From our discussions with you and preliminary design documents you provided on February 11, 2020, we understand City plans to extend Clubhouse Lane east and south of the Clubhouse Lane and Kingsgate Way intersection. The intersection will also be improved via constructing a roundabout. This project plans grading outside the roadway and roundabout alignment to facilitate future site development referencing City grading permit application requirements and *Appendix J* of the 2015 *International Business Code* (IBC). Site development will include mass grading of lots 1, 2, 3, 4, and possibly lot 7, along with utility installation and stormwater management features along the Clubhouse Lane extension and stubbing into the lots. We anticipate site grading will require both cuts and fills less than 5 vertical feet to create level building pads and roadway grades across the site. The Clubhouse Lane extension will be paved with a typical City specified standard asphalt section. We expect portions of the roundabout will be constructed with a City specified standard Portland cement concrete (PCC) truck apron. Drainage will be directed to infiltration swales, drywells, or trenches to be constructed onsite for treatment and disposal of stormwater.

SCOPE OF SERVICES

We developed the following scope of services per our interactions with you as well as our work on similar grading and infrastructure development projects throughout the City of Richland. The following text provides our scope of services, divided into individual phases to meet your requests for geotechnical evaluation and documentation. These phases include:

- ☞ **Phase 1:** Geotechnical Engineering Evaluation
- ☞ **Phase 2:** Construction Testing and Observation

Retaining GPI as the project geotechnical engineer of record (GER) throughout construction to provide continuity and document our recommendations are incorporated into construction is an important part of the design process and is consistent with the standard of care for geotechnical design and construction. Further, this continuity is required in order for GPI to provide a summary letter that states site grading and infrastructure construction meets the geotechnical project requirements. Therefore, we include both an engineering services scope outlined as Phase 1 below and a construction material testing services scope outlined as Phase 2 below for your consideration.

Phase 1: Geotechnical Engineering Evaluation

1. Coordinate exploration with the Washington Utility Notification Center and J-U-B prior to initiating exploration activities. GPI cannot be responsible for damage to unmarked, or mislocated subsurface features due to exploration.

2. Explore the site via 8 test pits extending 10 to 15 feet below existing ground surface or to refusal due to bedrock, debris, or other obstructions. Coring to penetrate refusal material will not be performed. GPI will subcontract a backhoe or excavator to perform excavation for exploration.

GPI's staff will observe exploration and will visually classify and describe the soil encountered in explorations in reference to the *Unified Soil Classification System* (USCS). The collected soil samples from explorations will be transported to our laboratory. We will record depth to groundwater and bedrock in each exploration, if encountered. We recommend exploration locations be surveyed by J-U-B for accuracy and future reference.

Exploration locations will not be landscaped, reseeded, or recompacted. Some rutting, landscape disturbance, and other surface damage must be anticipated as part of exploration. GPI cannot be responsible for reimbursement of surface damage or disturbance associated with exploration.

2. Accomplish 3 field infiltration tests during exploration to evaluate the near surface soils' infiltration characteristics referencing the methods outlined in *Appendix 6B* of the Washington State Department of Ecology (Ecology) *Stormwater Management Manual for Eastern Washington*. We anticipate infiltration testing will be performed within the upper 5 to 8 feet below the ground surface.
3. Accomplish laboratory testing referencing *ASTM International* (ASTM) procedures on select samples from the site including but not limited to:
 - ☞ Natural moisture content
 - ☞ Grain size distribution
 - ☞ Modified Proctor
4. Perform engineering analyses to provide geotechnical design and earthwork construction recommendations specific to the planned construction. We will work closely with J-U-B during this phase to incorporate geotechnical recommendations into construction elements. Our engineering analyses will provide geotechnical recommendations for:
 - ☞ Earthwork
 - Site stripping
 - Establishing subgrades

- Structural fill criteria
 - Required compaction
 - Wet weather/wet soil construction
 - Excavation characteristics
 - Slope construction
 - Geotextile applications
- ☞ Site Drainage
- Near surface infiltration rates
 - Infiltration facility considerations
 - Groundwater considerations based on area well logs
 - Surface grading recommendations
 - Stormwater disposal considerations
- ☞ Additional Recommended Services
- Geotechnical design continuity
 - Construction observation, testing, and inspection
6. Provide an electronic copy and of our deliverable including exploration logs, laboratory test results, and related visual aids.

Phase 2: Construction Testing and Observation Services

The City requires geotechnical design requirements are documented during infrastructure construction. Therefore, we include design continuity and construction testing services as Phase 2 of our scope. We developed the following scope assuming earthwork and infrastructure construction will be accomplished over a 1-month period, while GPI staff are on-site periodically during normal business hours, as requested to observe and document geotechnical-related project components. We expect our Phase 2 service will manifest in the following tasks:

- ☞ Construction Observation and Testing
- 2 visits from our geotechnical engineer during site stripping and subgrade preparation.
 - 20 visits from our GeoProfessionals during site grading and structural fill placement.
 - We will use a nuclear densometer to measure the in-place density and moisture content of structural fill placed for embankment construction and roadway base course in comparison to modified Proctor and compaction requirements specified by the City or our design. Compaction of material too coarse for Proctor testing will be observed and documented referencing a method specification developed at the on-set of construction between GPI and the project team.
 - Estimate 1 modified Proctor on imported structural fill.

In the attached *Fee Estimate*, we summarize our anticipated Phase 2 service quantities and our typical unit rates. Scheduling for our construction-phase services will be coordinated through you or your designated project representative. We require at least 24 hours' notice to accommodate testing requests. Short notice service requests may result in scheduling conflicts, and will carry a surcharge on our hourly rates. GPI does not have "stop-work" authority. Neither is GPI responsible for design or construction aspects which we did not observe.

LIMITATIONS

The scope of service outlined above is limited to evaluation and observation of only site grading and infrastructure design and construction. Our services will not include evaluation, design or inspection of any future, lot-specific development, structure, or improvements not described herein. Future improvements must be evaluated specific to design and construction plans for each lot. With no known design or development plans, GPI cannot provide specific geotechnical recommendations for future lot improvements. Such developments can impact the application of our geotechnical grading and drainage recommendations. Please understand, test pit exploration will not be performed in existing pavement sections. Therefore, no information will be provided in our deliverable regarding existing pavement section thickness or subgrade conditions. Also, test pits create site disturbance, which will need to be remediated during construction to preclude disturbed test pit backfill beneath future lot improvements.

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

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

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

Subsurface exploration will identify the conditions at the time of evaluation and in the discrete locations explored. However, the subsurface conditions can vary between exploration points and at different times of the year. A more thorough or extensive field or laboratory evaluation and engineering analysis may identify conditions that require a more extensive and costly design and construction scheme to reduce the potential for risk. The costs for such analyses are often difficult to equate to the potential benefit of the project and resulting reduction in risk; but nonetheless such evaluations can be important to the development's performance. Further, unforeseen risks can impact your planned development. These risks may include, but are not limited to, the following:

- ✘ The risk of geologic conditions varying between or beyond exploration locations;
- ✘ The risk of adjacent surface or subsurface drainage changes that may impact planned improvements;
- ✘ The risk of future lot owners and earthwork contractors discounting geotechnical recommendations or the benefits of a team approach.

SCHEDULE AND FEE ESTIMATE

We will perform our Phase 1 services for a lump sum fee of \$7,800. For our Phase 1, we anticipate initiating exploration within 1 week after receiving your authorization to proceed. We anticipate our exploration will be accomplished in a single day once we are on-site. Our laboratory testing will be completed within 1 week after exploration. Our geotechnical deliverable will be completed within 3 to 4 weeks after exploration, provided we receive approximate site configuration, grading and drainage

information upon being authorized. Preliminary geotechnical information can be provided to J-U-B upon request to assist design efforts.

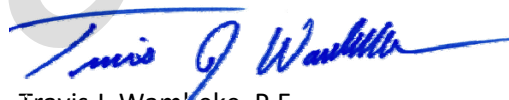
We will perform our Phase 2 construction observation and testing services on a time and expense fee basis. Based on the assumptions outlined herein, we expect our total fee for Phase 2 services will not exceed \$5,919 as outlined in the attached *Fee Estimate*. Additional services, testing or consultation beyond the scope outlined herein will increase this fee. Specifically, final design configurations, contractor schedules, weather and other factors beyond our control may impact our fee; however, we will not exceed this amount without your prior approval.

CLOSING

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

Sincerely,
GPI


Andrew J. Abrams, P.E.
Project Engineer


Travis J. Wambke, P.E.
Principal Engineer

Attachments: Fee Estimate - Phase 2 Construction Observation & Testing Services
GeoProfessional Innovation Corporation (GPI) General Conditions

TJW/ac



GeoProfessional Innovation.

Fee Estimate

Clubhouse Lane Extension Richland, Washington

	Quantity	Units	@	Rate	Totals
Geotechnical Continuity					
Engineer - Senior	3	hours	@	\$135	\$405.00
<i>Reviewing earthwork challenges, attending meetings, interacting with project design team members.</i>					
Engineer - Project	2	hours	@	\$115	\$230.00
<i>Reviewing plans, specifications for design conformance & addressing earthwork challenges.</i>					
Estimated Fee					\$635.00
Earthwork Testing and Observation					
GeoProfessional - Density Testing	68	hours	@	\$52	\$ 3,536.00
<i>Subgrade preparation and structural fill placement. Estimate 20 visits at 3 to 4 hours each</i>					
Moisture Density Relationship Curve (Modified Proctor)	1	each	@	\$165	\$ 165.00
Sieve Analysis (If requested)	0	each	@	\$155	\$ -
Atterberg Limit (If requested)	0	each	@	\$95	\$ -
Equipment	20	each	@	\$38	\$ 760.00
Estimated Fee					\$ 4,461.00
PCC Pavement Observation, Sampling, and Testing (if requested)					
GeoProfessional - Concrete Testing	0	hours	@	\$52	\$ -
Concrete Cylinders	0	each	@	\$22	\$ -
GeoProfessional to Retrieve Samples (when not on-site)	0	hours	@	\$52	\$ -
Equipment	0	each	@	\$38	\$ -
Estimated Fee					\$ -
Asphalt Pavement Observation, Sampling, and Testing					
GeoProfessional - Asphalt Sampling and Testing	0	hours	@	\$52	\$ -
Oil Content/Extraction Gradation	0	each	@	\$195	\$ -
Maximum Theoretical Sp. Gravity (Rice)	0	each	@	\$95	\$ -
Asphalt Cores (if requested)	0	each	@	\$35	\$ -
Coring Equipment (if requested)	0	days	@	\$250	\$ -
Equipment	0	each	@	\$38	\$ -
Estimated Fee					\$0.00
Project Management and Administration					
Project Manager	3	hours	@	\$95	\$285.00
<i>Meetings, report reviews, RFI, scheduling, etc.</i>					
Project Administrator	4	hours	@	\$47	\$188.00
<i>Report Distribution, scheduling, etc.</i>					
GeoProfessional\Special Inspector	0	hours	@		1.5X Hourly rate
<i>Short Notice, Overtime, Holiday, Weekend Surcharge</i>					
Final Summary Report	1	each	@	\$350	\$350.00
Estimated Fee					\$823.00
TOTAL FEE ESTIMATE:					\$5,919.00

ATTACHMENT TO CONTRACT

	REQUEST FOR QUALIFICATIONS (RFQ) City of Richland, Washington	
RFQ NUMBER	20-0007	
RFQ TITLE	Clubhouse Lane Road and Utility Improvements Design	
DATE ISSUED	January 12, 2020	
PURPOSE	The City of Richland is soliciting statements of qualifications for the designing of improvements to Clubhouse Lane road and utilities.	
DEADLINE FOR SUBMISSIONS	3:00 P.M. Pacific Local Time January 31, 2020 Late submittals will not be accepted.	
PRE-SUBMITTAL CONFERENCE	There is no pre-submittal conference for this solicitation.	
LAST DATE TO SUBMIT QUESTIONS	The last date to submit questions regarding this RFQ is January 24, 2020, at 3:00 p.m. Pacific Local Time.	
DIRECT ALL INQUIRIES TO	BUYER	Barb Raney
	BUYER	Jana Duncan
	EMAIL	purchasing@ci.richland.wa.us
	PHONE NO.	(509) 942-7710
REQUIRED NO. OF COPIES	Submit (1) one original electronic submission	
ELECTRONIC SUBMITTAL	All required documentation shall be submitted online at www.publicpurchase.com . See section 4.2 Electronic Submittal for detailed instructions.	
RESULTS OF SUBMITTALS RECEIVED	A list of submittals received will be posted to Public Purchase shortly after the due date and time. Submittals will remain confidential until the City makes a decision on an award.	

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4	Submittal Requirements	6
5	Standard Terms and Conditions	8
6	Additional Terms and Conditions	11
ATTACHMENT	TITLE	PAGE NUMBER
A	RFQ Signature Form and Addendum Acknowledgement <i>(1 page)</i>	13
B	City of Richland Sample Contract <i>(9 pages)</i>	14
C	Roundabout Conceptual Design	1

CITY OF RICHLAND

REQUEST FOR QUALIFICATIONS

RFQ No. 20-0007 – Clubhouse Lane Road and Utility Improvements Design

SUBMITTALS DUE: January 31, 2020, 3:00 p.m., EXACTLY, Pacific Local Time

Public notice is hereby given that the City of Richland, Washington has issued the above solicitation for designing improvements to the Clubhouse Lane road and utilities. Detailed information and the submittal documents are available at www.publicpurchase.com, under City of Richland, Washington designated webpage.

Contact Public Purchase directly if unable to access documents online at support@publicpurchase.com. Online Chat is available from 7:00 a.m. to 4:00 p.m. MT at www.publicpurchase.com top left corner. If unable to reach Public Purchase, contact the City Purchasing Division at 509-942-7710.

The City of Richland in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color national origin, or sex in consideration for an award.

Published:

Sunday, January 12, 2020 Tri-City Herald

Cathleen Koch
Administrative Services Director

SECTION 1 PROJECT OVERVIEW

1.1 Intent

The purpose of this Request for Statement of Qualifications is to solicit responses from interested consultants for the design of improvements to Clubhouse Lane road and its utilities.

1.2 Background

- A. The City of Richland (City) is a rapidly growing City located in Benton County at the confluence of the Columbia and Yakima rivers in Southeastern Washington. Richland and its sister cities of Kennewick, Pasco and West Richland make up the Tri-Cities Metropolitan Statistical Area (MSA) (population 283,830). Richland is the third largest City with 56,850 residents. The City has a City Manager-Council form of government, was incorporated in 1958, and operates as a first class City under the Revised Code of Washington Title 35 (RCW 35).
- B. Richland is a full-service city composed of ten departments, with a budget of \$305 million, of which roughly, \$61 million is General Fund. The City provides citizens with general government, public safety, public works, planning and community development, housing programs, as well as parks and recreational programs. The City operates an electric distribution utility, water and waste water utilities, solid waste landfill-collection system, public library, and administers the consolidated regional emergency management (911) dispatch center.
- C. The City has a staff of approximately 517 full/part-time employees with an additional seasonal flux of up to 50. More than 75% of the employees report to Public Works, Electrical Utility (Energy Services), Public Safety (Fire and Police) as well as the Parks & Public Facilities Department.
- D. The City's Development Services Department/Business & Economic Development manages the City's undeveloped properties. This includes approximately 25 acres of commercial property at the entrance to the Horn Rapids Residential Community and Golf Course. The Business & Economic Development has the responsibility with developing this property by installing roads and utilities and developing salable lots.
- E. The City is soliciting a consulting engineering firm to design improvements to Clubhouse Lane from Kingsgate Way east approximately 700 linear feet of roadway, all underground utilities, and a new roundabout at the intersection of Clubhouse Lane and Kingsgate Way. See attached conceptual design.

1.3 Consultant Experience

- A. The City is seeking a consultant or consultant team with experience in:
 - 1. Roadway and utility design of public roadways, preferably experience within the local area.
 - 2. Specific design experience of roundabouts.
 - 3. Knowledge of the local construction standards and costs.
 - 4. Preferable experience would be previous road and utility projects within the City of Richland.

1.4 RFQ Solicitation Schedule

Tentative Schedule	
Task	Date
RFQ Issued	January 12, 2020
RFQ Pre-Submittal Meeting (if applicable)	None Scheduled
Deadline for Questions by Interested Parties	January 24, 2020, 3:00 PM Pacific Local Time
RFQ Due Date	January 31, 2020, 3:00 PM Pacific Local Time
*Evaluation and Selection	February 10, 2020
*Interviews / Presentations, if required	TBD
*Estimated Date of Intent to Award	February, 2020
*Estimated Date of Council Award	March 3, 2020
*Estimated Date of Notice to Proceed	March, 2020
*Target Date for Completion of all Work	May, 2020

NOTE: Dates preceded by an asterisk (*) are estimated dates. Estimated dates are for information only.

END OF SECTION

SECTION 2 SCOPE OF WORK

2.1 Project Description

The scope of work for this project includes, but is not limited to, the following:

- A. Design of Clubhouse Lane from Kingsgate Way east approximately 700 ft.
 - 1. Geotechnical evaluation
 - 2. Stormwater evaluation.
 - 3. Grading Design of road right of way and grading of adjacent parcels.
- B. Design of all underground and overhead utilities.
 - 1. Domestic Water line
 - 2. Sanitary Sewer line
 - 3. Storm water system
 - 4. Electrical conduits and vaults, streetlights, and fiber conduit.
 - 5. Possible irrigation line extension.
- C. Design of intersection improvements for the intersection of Kingsgate Way and Clubhouse Lane Roundabout.
- D. Preparation of Construction Plans and Documentation to allow a Public Works bidding of this project.

2.2 City Provided Services / Resources

For this project, the City will provide the following:

- A. AutoCAD drawing of existing topography and utilities.
- B. Project oversight and direction.

2.3 Suggested Improvements

When preparing the submittal, responders are encouraged to suggest improvements to the scope of work that would provide the City with a successful outcome of the project.

2.4 Funding and Cost

It is anticipated that the contract compensation will be on a time and materials basis with a not to exceed maximum amount of \$90,000. The total project budget for the Improvements is approximately \$1,250,000.

END OF SECTION

SECTION 3 EVALUATION AND SELECTION PROCESS

3.1 Evaluation Criteria

Submittals will be evaluated using the following criteria:

Evaluation Criteria	
Category	Maximum Points
Organization and Completeness of Submittal Response	10
Project Approach and Schedule a. Work Plan b. Methodology	15
Firm's Experience a. Firm's Relevant Experience b. Assigned Project Team c. Technical Skills	50
Similar Projects/References a. Past Performance	25
Maximum Written Points	100
Interview / Presentations, if needed	50
Total Maximum Points	150

3.2 Determining Selection

- A. Qualifications will be the basis from which interested individuals or firms will be selected for interviews. The City will evaluate submittals using the criteria set forth in this RFQ.
- B. The City reserves the right to request any additional information needed for clarification from any responder for evaluation purposes.
- C. Following the City staff evaluation of the submittals received, selected individuals or firms may be invited to make oral presentations before the City's Evaluation Team. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each individual, firm or team invited to participate.
- D. The City reserves the right to make a contract award without written and/or oral presentations.
- E. After completion of the evaluations, the City's Evaluation Team will determine the most qualified individual or firm based on all materials and information presented. The City will then begin negotiations for an agreement with the selected individual or firm.
- F. If the City is unable to reach an agreement with the most qualified individual or firm, the City may terminate negotiations and enter into negotiations with the next most qualified individual or firm, or the City may refrain from contracting with any respondent.
- G. Once the City reaches an agreement that the City finds acceptable, the City will issue an intent to award notification.
- H. The City shall have no obligation until a contract is executed between a Responder and the City. The City reserves the right to not award a contract if doing so is in the best interest of the City.
- I. No cost chargeable to the proposed contract may be incurred before a fully executed contract.

3.3 Responsible Consultant Criteria

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

3.4 Questions

All questions relating to this RFQ document must be in writing. Any interpretations, clarifications, or changes will be made in the form of written addenda issued by the City of Richland. Any oral communications will not be authoritative and will not be binding on the City.

3.5 Agreement/Contract

The City intends to use and issue an agreement for the services requested herein. Typically, the Scope of Services outlined in this RFQ solicitation, the successful responder's submittal to same and the end result of negotiations will become Exhibit "A", Scope of Services in the agreement. A sample copy of the City's agreement is attached to this RFQ as Attachment A.

END OF SECTION

SECTION 4 SUBMITTAL REQUIREMENTS

4.1 Organization of Submittal

The following list details the appropriate submittal format. Responders should organize their submittal into the following sections:

A. *Preface*

1. Attachment A – RFQ Signature Form and Addendum Acknowledgement
2. Most current Internal Revenue Service Form W-9

B. *Executive Summary* (Limit 4 pages)

1. Introduction of your organization
2. Include the key elements of the Responder's expertise, products/services offered and an overview of the consultant team. All information should tie back to the knowledge and experience of the consultant firm.
3. Indicate the address and telephone number of the respondent's office located nearest to Richland, Washington, and the office from which the Project will be managed.

C. *Project Approach and Schedule* (Limit 10 pages, excluding resumes)

1. Work Plan: Describe the proposed sequence of specific tasks to accomplish this Project. Indicate all key deliverables and their contents. Include a list of information required or tasks to be completed by City staff. Identify any pitfalls or hurdles that may be foreseen with each task.
2. Methodology: This section should clearly describe the methodology or methodologies planned to provide the specific tasks described in the Work Plan. Include project management tracking tools and communication plans.
3. Team Organization: Provide an organizational chart showing all proposed team member roles and responsibilities, including any subcontractors/sub-consultants. Identify the Responder's Project Lead Consultant/Project Manager. Include a resume (two (2) pages maximum) for each Project Team member. The City is seeking a well-balanced team featuring:
 - i. Breadth of expertise sufficient to accommodate Project needs.
 - ii. Appropriate mix of senior, mid-level, and junior staff to maximize value.
 - iii. Organizational capacity to take on workload necessary for Project success.
 - iv. List the percent each person will be assigned to this project and identify the percent they will be assigned to other projects at the same time.
4. Project Schedule: Provide a schedule for completing each task in the Scope of Work and proposed Work Plan. The schedule should demonstrate the proposed team's ability to perform the work requested within an established budget and schedule. Project schedule should include deadlines and milestones meeting project deliverables and identify potential risks that may impact the schedule with recommendations for the mitigation and/or elimination of such risks.
5. Include a list of similar projects.
6. List any other information which may be helpful in determining your knowledge and experience for this service.

D. *Related Project Experience / References* (Limit 5 pages)

1. Describe recent, within the last five (5) years, directly related experience with road and roundabout design. Local past experience is highly desired. Include the following:
 - i. Name of the client, address, email, telephone number and name of the project manager.
 - ii. Date(s) of the service, description of the work performed.
 - iii. Original time schedule and completed time schedule.
 - iv. Discuss if the project stayed within agreed upon budget.

2. Provide at least three (3) references. For each of the references provide the following:
 - i. Company Name
 - ii. Contact name and title, address, email and phone number
 - iii. Description of services provided
 - iv. Timeframe of services provided
3. The City reserves the right to contact any organization or individuals provided by the Responder or obtained by the City.

4.2 Electronic Submittal

- A. Submittals shall be submitted electronically through the Public Purchase website. Submittals delivered by hand, fax, telephone or email or any postal carrier will not be accepted.
 1. Responders must be registered with PublicPurchase.com. Visit the City of Richland website at: [Richland, WA - Public Purchase Website](#) for instructions to register.
 2. *Register as early as possible and do not wait until the due date as the registration process may take up to 24 hours to complete.*
 3. If you have any questions on how to respond to electronic submittals, contact vendor support at [www.publicpurchase.com](#) through Live Chat in the upper left corner of the webpage or email [support@publicpurchase.com](#). Public Purchase staff is available Monday – Friday, 8 am to 5 pm Central Time.
- B. Electronic submittals shall be limited to the documents specified in the RFQ document and shall not include additional brochures, booklets or other sales material that are not specifically requested in the RFQ.
 1. The City of Richland cannot guarantee internet access. It is strongly recommended that you respond 24 hours prior to the bid closing date and time for submittal.
 2. **The City is unable to verify if a submittal has been successfully uploaded in Public Purchase.** The Public Purchase system places all submissions into a virtual lock box where they cannot be viewed by the City until after the due date and time.
 3. Responders can check their submission by returning to the home page of Public Purchase. The submittal will be shown in the “Bids Responding To” section. **DO NOT EMAIL A COPY OF YOUR BID TO THE CITY.**
 4. The Public Purchase website will not allow submittals to be uploaded after the due date and time established. Responders accept all risks for uploading their submission by the established due date and time.
- C. If a Responder uploads a file to Public Purchase, it is the Responder’s responsibility to ensure the file is not corrupt or damaged. If the City is unable to open an attachment because it is damaged, corrupt, infected, etc., the City may disqualify the Responder’s submission.

END OF SECTION

SECTION 5 STANDARD TERMS AND CONDITIONS

1. **BID / QUOTE / PROPOSAL / GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **ACCEPTANCE:** This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Contractor are objected to and hereby rejected, unless otherwise provided in writing by the City.
3. **LICENSES:** If applicable, successful contractor shall have a valid and current State of Washington and City of Richland business license. Licenses shall be obtained prior to award of any PO/contract.
4. **ADD-ON:** By mutual agreement, the quantity of items purchased may be increased within 12 months of the date of award, provided the original purchase price, terms, conditions, and specifications remain the same.
5. **TAXES:** Unless otherwise definitely specified, the City agrees to pay all State of Washington sales or use tax. The City is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
6. **CHANGES WITHOUT NOTICE PROHIBITED:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the City prior to shipment.
7. **ADDITIONAL CHARGES NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, etc., except as specified in the Notice of Award. Freight collect shipments (COD) will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
8. **MSDS:** Material Safety Data Sheets to be included with shipments of any material requiring this documentation, per OSHA and WSHA regulations.
9. **IDENTIFICATION:** All invoices, packing slips, shipping notices, bill of landings, and all other written documents affecting this order shall contain the applicable PO/Contract number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
10. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, it will be up to the Contractor to make delivery to that location at no additional charge. Where specific authorization is granted to ship FOB shipping point, Contractor agrees to prepay all shipping charges and route as instructed.
11. **TITLE/RISK OF LOSS:** Regardless of FOB Point, Contractor agrees to bear all risks of loss, injury, destruction of goods and materials ordered herein which occur prior to delivery. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Contractor to City shall pass to the City upon City's inspection and acceptance of such items at the specified City location. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
12. **DELIVERY:** With respect to delivery under this order, time is of the essence, and the order is subject to termination for failure to delivery as specified. For any exception to the delivery date as specified on this order, Contractor shall give prior notification and obtain written approval thereto from the City. The acceptance by the City of later performance with or without objection or reservation shall not waive this right to claim damages for such breach nor constitute a waiver of the requirement for the timely performance of any obligation remaining to be performed by Contractor.
13. **REJECTION:** All goods or materials purchased herein are subject to approval by the City. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the City or returned will be at Contractor's risk and expense.
14. **PAYMENT TERMS:** Unless otherwise negotiated, the terms of payment shall be net 30 days from receipt of proper invoice. PO numbers must be noted on all invoices.
15. **CASH DISCOUNTS:** In the event that the City is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract. For the purpose of earning the discount, payment is deemed to be made on the date of mailing or transmittal of the City warrant, check or EFT.
16. **INVOICING:** Itemized invoices are required. Invoices will not be processed for payment until items invoiced are received. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the contractor and approved by the City.

17. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, local laws and regulations. Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.
18. **INFRINGEMENTS:** Contractor agrees to protect and save harmless, the City against all claims, suites, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchases, installation, or use of goods and materials ordered and to assume all expenses and damages arising from such claims, suits or proceedings.
19. **WARRANTIES:** Contractor represents and warrants that the goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the specifications and be free from defects in labor, material and manufacturer. All UCC implied and expressed warranties are incorporated in this Purchase Order/Contract. Contractor shall transfer all warranties to the City.
20. **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
21. **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Purchase Order/Contract, except for injuries and damages caused by the sole negligence of the City
22. **FORCE MAJEURE:** Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due the reason for delay.
23. **TERMINATION:** (i) The parties may terminate this Purchase Order/Contract by mutual agreement. (ii) The City may terminate this Purchase Order/Contract at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and City shall pay Contractor for goods delivered and accepted. (iii) The City may terminate this Purchase Order/Contract at any time if City fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any Purchase Order/Contract provision or is declared insolvent, the City may terminate this Purchase Order/Contract for cause with written notice to the Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC
24. **DEFAULT:** The Contractor covenants and agrees that in the event suit is instituted by the City for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, Contractor shall pay to the City all costs, expenses expended or incurred by the City in connection therewith, and reasonable attorneys' fees.
25. **SEVERABILITY:** If a court of competent jurisdiction declares any provision of the Purchase Order/Contract to be invalid, the other provisions and the rights and obligations of the parties remain in effect.
26. **NONDISCRIMINATION:** During the performance of this Purchase Order/Contract, the Contractor agrees as follows: The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the American with Disabilities Act (42 USC 12101 et. seq.).
27. **ANTI-TRUST:** Contractor and the City recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the City, therefore, Contractor hereby assigns to the City any and all claims for such overcharges.
28. **PUBLIC DISCLOSURE:** Purchase Order/Contract and all contents and attachments shall be deemed a public record as defined in RCW 42.56 "Public Records".
29. **ASSIGNMENT:** (i) This award is not assignable by Contractor either in whole or in part, without the prior written approval of the City.
30. **RIGHT TO AUDIT:** The City reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the Purchase Order/Contract.

31. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by the contractor in the performance of services under this agreement, other than those owned or provided by the City, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to the City under this Purchase Order/Contract.
32. **NONDISCRIMINATION - TITLE VI COMPLIANCE:** The City of Richland assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City sponsored program or activity. Richland City further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

END OF SECTION

Draft

SECTION 6 ADDITIONAL TERMS AND CONDITIONS

This section is a supplement to the Standard Terms and Conditions. If there is a conflict between the Standard Terms and Conditions and the Additional Terms and Conditions, the Additional Terms and Conditions shall prevail.

6.1 Cooperative Purchasing

Cooperative Purchasing is not applicable to this procurement.

6.2 Insurance

Insurance is required as stated in Attachment B – Sample City of Richland Contract.

6.3 Prohibition on Advanced Payments

- A. The City does not accept requests for early payment, down payment or partial payment prior to services being delivered.

6.4 Administration

This Contract is between the City and the Consultant who shall be responsible for providing the services described herein. The City is not party to defining the division of work between the Consultant and its Subcontractors. The Consultant represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to provide the services hereunder.

6.5 Contract Amendments

- A. No oral order or conduct by the City shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the City.
- B. The City reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in City needs; extend the contract to include optional terms.
- C. Cost or Price Analysis may be required by the City for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the City.

6.6 Force Majeure

- A. The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. Both parties agree to use their best efforts to minimize the effects of such failures or delays. In the event the Consultant ceases to be excused pursuant to this provision, then the City shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination. Whenever a force majeure event causes the Consultant to allocate limited resources between or among the Consultant's customers, the City shall receive no less priority in respect to such allocation than any of the Consultant's other customers.

6.7 Conflicts of Interest and Non-Competitive Practices

- A. By entering into this contract, the Consultant represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the services required under this contract.

- B. The Consultant shall not employ any person or agent having any conflict of interest. In the event that the Consultant or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the City. The City shall require that the Consultant take immediate action to eliminate the conflict up to and including termination.
- C. By entering into this contract, the Consultant represents that no persons except as designated by Consultant shall be employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Consultant or any of its agents; employees or representatives, to any official, member or employee of the City or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

6.8 Non-Waiver of Breach

No action or failure to act by the City shall constitute a waiver of any right or duty afforded to the City under the Contract; nor shall any such action or failure to act by the City constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the City in writing.

END OF SECTION



City of Richland

Solicitation
Number:
RFQ 20-0007

Attachment A RFQ Signature Form and Addendum Acknowledgement

Clubhouse Lane Road and Utilities Improvements Design

ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

1. By submitting a response, the Responder certifies that the Responder has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Responder certifies that he or she has read and understands all terms and conditions of this solicitation.
3. By signing this document, the Responder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Responders, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Responder acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Responder acknowledges receipt of the following addenda: _____ through _____.

Respectfully submitted this _____ day of _____, 20____.

Name of Firm: _____

Address: _____

Signature: _____

Name (Print): _____

Title: _____

Email: _____ Phone: _____

Attachment B – Sample City of Richland Contract



AGREEMENT BETWEEN CITY AND CONSULTANT

Project/Purpose Reference

This Agreement is entered into this **day** day of **month**, **year** ("Effective Date") by and between the **City of Richland** ("City"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **business name** ("**Consultant**"), a **business entity type** with service at **registered address**. **City** and **Consultant** are referred to individually herein as a "Party" and collectively herein as the "Parties."

WITNESSETH:

1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
 1. ☒ City of Richland Agreement No. **Contract #**
 2. ☒ Exhibit A: Scope of Work
 3. ☒ City Richland Solicitation No. **RFP/RFQ #**
 4. ☐ Exhibit B: Solicitation No. **RFP/RFQ #** proposal response submitted by Consultant dated **date**.
 5. ☐ Additional Documents – **Identify by name**.

2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by **date**.

3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on **date**.

4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **written dollar amount (\$0.00)**, including all fees and those reimbursable expenses listed in Exhibit A.

- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
 - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
 - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
 - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

6. OWNERSHIP OF DOCUMENTS

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its

creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not “work made for hire” within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

7. TERMINATION

- a. This Agreement may be terminated by either Party upon thirty (30) days’ written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter “public records”) may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.
- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City’s request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City’s decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant’s sole expense. City shall neither aid nor interfere with Consultant’s request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

9. DISPUTE RESOLUTION

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

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

10. DEBARMENT CERTIFICATION

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at:

www.sam.gov and

<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp>

11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION

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

12. ATTORNEY'S FEES

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

13. INSURANCE

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

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
 2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed

professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.

- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

14. INDEMNIFICATION / HOLD HARMLESS

- a) Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b) Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only

to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

15. STANDARD OF CARE

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

16. SUCCESSORS OR ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

17. NOTICES

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager
City of Richland
625 Swift Blvd., MS-11
Richland, WA 99352
Email: purchasing@ci.richland.wa.us
Phone: (509) 942-7710
Fax: (509) 942-7397

Contact Name: [Click here to enter text.](#)
Name of Firm: [Click here to enter text.](#)
Address: [Click here to enter text.](#)
Address: [Click here to enter text.](#)
Email: [Click here to enter text.](#)
Phone Number: [Click here to enter text.](#)
Fax Number: [Click here to enter text.](#)

18. EQUAL OPPORTUNITY AGREEMENT

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

19. SEVERABILITY

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

20. AMENDMENTS

All amendments must be in writing and be approved and signed by both Parties.

21. CHANGE IN LAW

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

expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

22. CONFIDENTIALITY

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

23. CHANGES OF WORK

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

24. EXTRA WORK

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

25. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

(Signature page to follow)

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

CITY OF RICHLAND, WASHINGTON

CONSULTANT

Cynthia D. Reents, City Manager

Signature

ATTEST:

Printed Name

Jennifer Rogers, City Clerk

Title

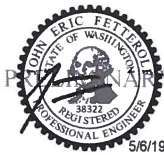
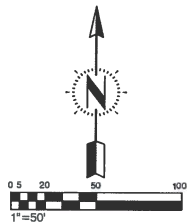
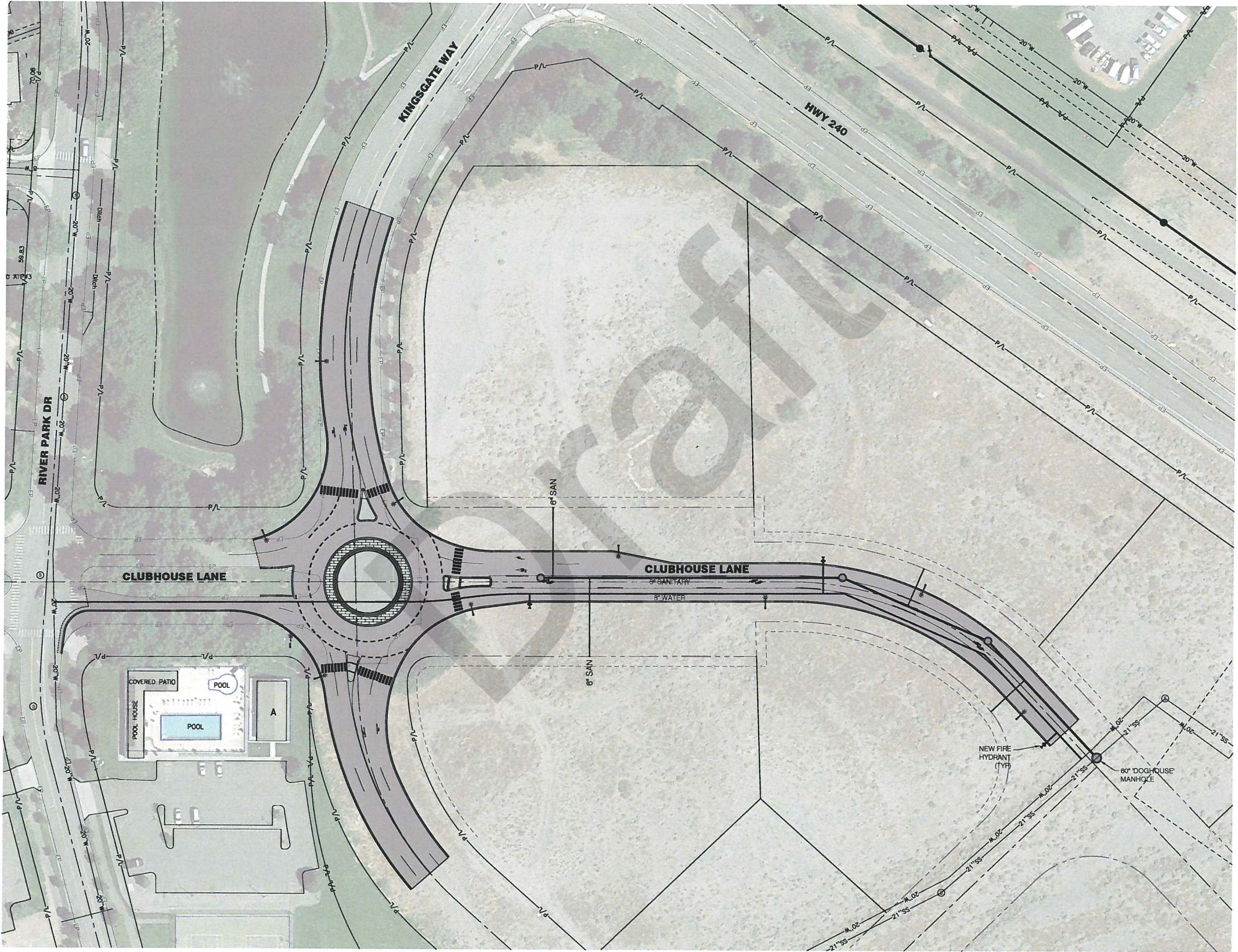
APPROVED AS TO FORM:

Heather Kintzley, City Attorney

EXHIBIT A: Detailed Scope of Work

SAMPLE

Clubhouse Lane RAB concept



Cover sheet for:
Clubhouse Lane RAB concept
A project in the City of Richland, WA

J F ENGINEERING, PLLC
CIVIL ENGINEERING
PLANNING
PROJECT MANAGEMENT
5220 S. Auburn Pl
Kennewick, WA 99337
(509) 551-8174 PHN
www.JFEngineering.pro

Drawn by: JEF
Checked by: JEF
JF Eng. Job #
0095.00
Scale H: 1"=50'
Scale V: N/A
Date:
May 6, 2019
EX01



CITY OF RICHLAND

RFQ #20-0007 CLUBHOUSE LANE ROAD AND UTILITY IMPROVEMENTS DESIGN

January 31, 2020



J-U-B ENGINEERS, INC.



**THE
LANGDON
GROUP**
a J-U-B Company



**GATEWAY
MAPPING
INC.**
a J-U-B Company

OTHER J-U-B COMPANIES

STATEMENT OF QUALIFICATIONS

2810 W Clearwater Avenue
Suite 201
Kennewick, WA 99336
(509) 783-2144
www.jub.com



**THE
LANGDON
GROUP**
a J-U-B Company



**GATEWAY
MAPPING
INC.**
a J-U-B Company

OTHER J-U-B COMPANIES

January 31, 2020

Barb Raney, Purchasing City of Richland
505 Swift Boulevard
Richland, WA 99352

RE: Clubhouse Lane Road and Utility Improvements Design

Dear Selection Committee:

J-U-B ENGINEERS, Inc. is pleased to present to the City of Richland the attached Statement of Qualifications for the Clubhouse Lane Road and Utility Improvements Design project. As a local firm, J-U-B has been involved in many studies, designs, and construction projects for the City of Richland. Because we understand the issues and challenges your transportation facilities face, we strive to find cost effective solutions that help the City to move forward with its visions.

Coordination and Efficiency. The team that we have put together for this project is comprised of a great mix of junior, mid-level, and senior staff to maximize value to the City. J-U-B prides itself in mentoring young engineers by providing meaningful hands on design experiences with great local clients. Based on years of roundabout design and construction experience, we selected Travis Marden to be the project manager. Travis has designed and managed numerous projects in the region and was recently heavily involved in the roadway design of the Duportail Bridge project. Most of the project's design team is located in our Kennewick office and are available for any desired meetings with the City.

Multidisciplinary Team. Roadway and utility projects such as this are critical to economic growth and community expansion. J-U-B currently employs 370 professionals and our Kennewick office draws upon discipline experts across the company when needed. Our in-house staff includes experts in the design of sanitary sewer and water systems, roadway and roundabout design, irrigation design, grading, and stormwater collection and treatment. Illumination design meeting Section 8.0 of Design Guidelines in the City's Technical Specifications for the Installation of Street Lighting will be handled by staff in our Coeur d'Alene office. We've chosen GeoProfessional Innovation Corporation (GPI) for the geotechnical evaluation. The staff at GPI have conducted subsurface investigations and analysis for numerous local public and private projects.

Local Understanding. J-U-B opened the Kennewick office in 1977. Since that time, we have worked with the City on numerous transportation studies, feasibility studies, comprehensive plans, and the design and construction of many local projects. This is an exciting project and J-U-B stands ready and poised to work on it in partnership with the City of Richland. We thank you for this opportunity to once again partner with you on another important project for the community.

Sincerely,

J-U-B ENGINEERS, Inc.

Travis A. Marden, PE
Project Manager
(509) 783-2144
tmarden@jub.com

	City of Richland	Solicitation Number: RFQ 20-0007
	Attachment A RFQ Signature Form and Addendum Acknowledgement	

Clubhouse Lane Road and Utilities Improvements Design

ALL RESPONDERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:

1. By submitting a response, the Responder certifies that the Responder has fully read and understands this RFQ document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Responder certifies that he or she has read and understands all terms and conditions of this solicitation.
3. By signing this document, the Responder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Responders, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Responder acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Responder acknowledges receipt of the following addenda: _____ through _____.

Respectfully submitted this 31 day of January, 2020.

Name of Firm: J-U-B ENGINEERS, Inc.

Address: 2810 W. Clearwater Ave., Suite 201, Kennewick, WA 99336

Signature: 

Name (Print): Alex Fazzari, PE

Title: Area Manager

Email: afazzari@jub.com

Phone: (509) 783-2144

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
J-U-B ENGINEERS, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ **C Corporation** ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
250 S. Beechwood Ave., Ste. 201 (Corporate address)

6 City, state, and ZIP code
Boise, ID 83709

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	2	-	0	2	9	0	7	7	4
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Requester's name and address (optional)

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► *Brenda K. Tricketts*

Date ► *1/20/2020*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

B. EXECUTIVE SUMMARY

B.1 INTRODUCTION TO J-U-B

J-U-B ENGINEERS, Inc. is a full-service civil engineering firm. The J-U-B family of companies provides industry-leading infrastructure engineering, planning, public involvement services, and geographic information systems (GIS)/asset management expertise. Our goal is to provide exceptional, economical project solutions to our clients.

When you select J-U-B, you have responsive services from local experts who understand the conditions and needs in Richland. Our local office in Kennewick is supported by more than 380 professionals with specialized skills to help your project be successful.

B.2 EXPERTISE, PRODUCTS, AND SERVICES OFFERED

J-U-B's skilled multi-disciplinary engineers create transportation and utility infrastructure solutions for the local communities, which often include Complete Streets principles or other innovative treatments. We collaborate closely with local agencies to evaluate their individual needs and develop effective solutions. J-U-B's roundabout experience is extensive as we have designed roundabouts constructed in four states. We work together to improve safety and traffic operations and provide utility improvements to support growth and development.

Products and Services Offered

The J-U-B team is a leader in developing plans, models, and designing innovative solutions. We are a multi-disciplinary firm offering industry leading and award winning engineering, GIS, public involvement, and other specialty expertise in a wide variety of industries (see sidebar on the next page).

J-U-B continuously looks for ways to enhance our expertise and to better serve our clients. We are committed to an overlying philosophy—give our clients the personal service of a local firm with the depth and expertise of a large firm. Our 65-year longevity is the natural result of our continued investment in our communities and clients. This philosophy is truly what sets us apart from other professional services consulting firms.

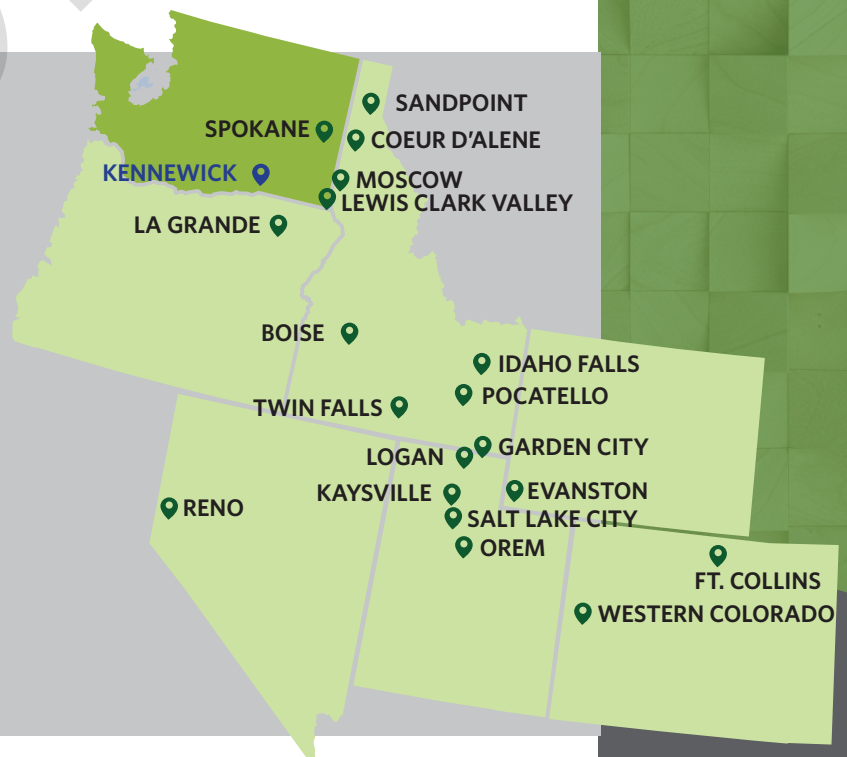
B.3 J-U-B OFFICES

MINUTES AWAY

J-U-B's office located nearest to Richland and from which the project will be managed is:

2810 West Clearwater
Avenue, Suite 201
Kennewick, WA 99336
(509) 783-2144

We are less than 10 miles and 15 minutes away from the City of Richland's Public Works Department location.



Our team is made up of engineering professionals specializing in transportation operations, roundabout design, sanitary sewer and water system design, roadway illumination design, and irrigation design. We use industry standard software applications such as AutoCAD Civil 3D, Bentley InRoads, AGi32, StormCAD, InfoSWMM, and WaterCAD. Our understanding of the NCHRP Report 672, AASHTO Policy on Geometric Design of Highway and Streets, City of Richland Standard Details and Specifications, and WSDOT Standard Drawings and Specifications, results in engineering designs that promote safety, longevity, and utilize industry standard construction techniques for efficiency.

Customer Base

We are a professional services corporation focused on improving the quality of life for the communities where we work and live. Over the years, J-U-B has played a key role in supporting the following types of clients throughout the Northwest and Intermountain regions:

- ▶ State, City, Town, County Governments
- ▶ Municipalities
- ▶ Institutional
- ▶ Commercial
- ▶ Federal Agencies
- ▶ Private Entities
- ▶ Aviation Industry
- ▶ Irrigation Districts
- ▶ Canal Companies
- ▶ Residential, Commercial, Institutional Land Developers
- ▶ Parks

Local Knowledge and Expertise

Our local knowledge and expertise of projects designed in our J-U-B's Kennewick Office includes:

- ▶ City of Richland Dupertail Street Value Engineering Study
- ▶ Duportail Bridge (Roadway, Surveying and Utilities)
 - Power and Communication Utilities, including Energy Services, Charter, Frontier, City Broadband, LS Networks
 - Sanitary Sewer and Water Utilities
 - Roadway design with drainage swales and UIC methods.
- ▶ Asotin County, Fleshman Way Interchange included two roundabouts. This project is included in Section D
- ▶ West Richland Bombing Range Road/Keene Road Roundabout
- ▶ City of Kennewick 27th Avenue/Union Roundabout – The first modern roundabout in the Tri-Cities.

CORE BUSINESS LINES

 **CIVIL AND STRUCTURAL FACILITY DESIGN:** Street/Roadway Design • Vertical and Horizontal Alignments • Intersection Design • Continuous Flow Intersection/Roundabout Design • Trail Design • Railroad Crossings • Drainage Design • Stormwater Pollution Prevention Plans • Vehicle, Pedestrian, and Underpass Bridges • Retaining Walls • Soil Nail Walls • MSE Walls • Headwalls • Energy Dissipaters • Bridge Load Rating • Hydraulic Structures • Seismic Analysis Survey Dry • Utility Planning and Coordination • Parking Field Layout and Design Site Layout Design • Bridge Inspection • Construction Procurement Packages • Construction Engineering • Construction Management Observation and Administration • Construction Management and Inspection (CMI) • Alternative Project Delivery • Constructability Review • Independent Cost Estimating • Schedule Review and Analysis • Construction Dispute • Mediation Partnering • Facilitation • Document Control

 **TRANSPORTATION PLANNING:** Corridor Studies • Transportation Master and Sub-Area Plans • Access Management • Bicycle and Pedestrian Planning • Freight Planning • Transit Routing • Mode Share Studies • Public Involvement • Land Use Evaluation • Pavement Management Planning • Environmental Clearance • Permit Development, Submittal, and Coordination • Zoning and Entitlement Approvals • Alternatives Analysis

 **TRAFFIC ENGINEERING:** Traffic Impact Studies and Mitigation Design • Traffic Modeling • Traffic Operations Analysis • Traffic Simulation • Signal Design • Transit Analysis • Travel Demand Modeling • Street Lighting Design • Pedestrian/Bike Route Design • Air Quality Analysis • Alternatives Analysis • Complete Streets • Maintenance of Traffic Using Bluetooth • Noise Analysis

 **WATER RESOURCES PLANNING/DESIGN:** Water - Supply, Treatment, Storage, and Distribution • Waste Water - Collection, Treatment, Reuse, and Master Planning • Storm Water - Collection, Treatment, and Master Planning • Irrigation - Supply, Storage, & Distribution

 **MUNICIPAL ENGINEERING:** Design, Bidding, and Construction Oversight for Water, Wastewater, Storm Drain, Roadway, and Parks/Trail Projects • Utility Modeling and Master Planning • Utility Impact Development and Review • Standards and Specifications • Parks and Trails Master Planning • Concept, Preliminary, and Final Plat Review • Construction Plan Review • Pre-Construction Meetings • Inspections • Base Map Updates • GIS Mapping • Development Review Meetings • City Council and Planning Commission Meetings • Noise Analysis

 **LANDSCAPE ARCHITECTURE/PLANNING:** Park and Open Space Planning and Design • Recreation Master Planning • Memorials and Entry Monuments • Streetscape Planning and Design • Urban Design and Public Spaces • Transportation Corridors and Facilities • Industrial Planning and Design • Residential Community Design • Visualization Graphics and Renderings • Institutional Campus Planning and Design • Municipal Planning and Design • Commercial and Corporate Design • Historic Preservation and Restoration • Reclamation • Gardens and Arboreta

 **OTHER SPECIALTIES:** Land Use Planning and Entitlement • Environmental/Sustainable • GIS Mapping/Asset Management • Construction Services

PROJECT APPROACH AND SCHEDULE

C.1 and C.2 WORK PLAN AND METHODOLOGY

In this section we will step through the process in completing your projects and present the proposed schedule.

Task 1: Project Management

Every successful project begins, progresses, and ends with great communication.

TASK 1 DELIVERABLES

- ▶ Invoices
- ▶ Status Reports

This communication is not isolated to the Agency-Consultant relationship, but must be fostered between all entities involved in a project. This section will concentrate on the project management and communication between the Consultant Team and City Staff.

We have specific methods and tools for keeping on schedule, within budget, and exceeding expectations. As much as we would like to think our scope of work will be a perfect map of success, realistically we know there will be issues that will develop along the way. Having methods to recognize issues and early communication of solutions will allow flexibility. With proper communication these issues do not need to be crises, just managed in a predetermined and deliberate manor. The following table details project management tools that we will implement in our communication with you to keep the project on schedule and within budget.

PROJECT MANAGEMENT TOOLS

TOOL	BENEFITS
Detailed Scope and Fees	Immediately upon award, J-U-B will provide a detailed scope of work including the assumptions used as a basis for fee schedule broken into individual tasks.
Bi-weekly Updates	At agreed upon regularly scheduled times, project "check-in" conference calls between appropriate J-U-B project team members and City staff will be held.
Status Reports	J-U-B will provide status reports at agreed upon regularly scheduled times.
Earned Value Method of Project Status Tracking	Each month an Earned Value Chart will track the planned costs versus the actual. This is a useful tool in recognizing specific tasks that are either going over budget, or conversely, tasks that are not tracking with the schedule could indicate falling behind.
Schedule	We will provide a detailed schedule based on the scope of work tasks and update it monthly while preparing the Earned Value.
Scope of Work Change	When issues arise requiring a scope change, we have a form to document the change and impact to cost. This provides the City with clear information for decisions and whether a supplement is needed or perhaps it still fits within the budget. The intent of this tool is not to nickel and dime minor changes to scope, but rather avoid miscommunication and wasted costs.
QA/QC	We have standard forms for documenting submittals. With proper quality control the City can concentrate on review of the content.
Client Feedback	Rather than wait until after the project is completed to ask for client feedback, we will request feedback with submittals. The type of questions will be regarding whether the submittal meets the level of completeness and quality expected along with overall performance to date. This will provide us the opportunity to make timely adjustments.

Task 2: Roundabout Operations—Review Prior Work

The first task in the design of the Clubhouse Way roundabout is to confirm design year traffic projections for Kingsgate Drive and Clubhouse Lane, and resulting lane configurations, with the City's Traffic Engineer. J-U-B conducted the Horn Rapids Commercial Development Study for the City of Richland in July 2018. The intent of the study was to forecast long-range traffic volumes at this intersection and prepare conceptual layouts for both roundabout and signalized options. J-U-B will work with the City to confirm the required entrance and exit lane configurations for each leg of the roundabout. Given the commercial development planned east of Kingsgate Way, traffic generation assumptions made in the 2018 study may be different than today. After the general layout is confirmed by City staff, final design tasks can begin.

TASK 2 DELIVERABLES

- ▶ Roundabout Layout with Final Lane and Island Configuration

Task 3: Data Collection

For efficiency, the design of the roundabout, roadway, and new utilities will be completed in our local Kennewick office by the same team of experts you have come to rely on in previous projects. We understand the importance for City staff to have immediate access to us and the efficiency advantage for the consultant to readily have access to staff for progress meetings, field determinations, and overall project coordination.

TASK 3 DELIVERABLES

- ▶ Geotechnical Evaluation Summary Report

3.1 Geotechnical Evaluation

GeoProfessional Innovation (GPI), under a sub-consultant agreement with J-U-B, will provide geotechnical services to evaluate existing soil properties in order to determine construction techniques, stormwater collection and treatment options, and develop a pavement section meeting City requirements. GPI will develop detailed project information sheets outlining their findings, which will become part of the final project plans, specifications, and estimate (PS&E) package. **This is a relatively unique approach that highlights key geotechnical components of the project in easy to view/understand plan style sheets.** Project details are often overlooked by contractors in a typical report style document, which can lead to construction claims. (GPI company information and relevant project experience is provided on page C-6).

3.2 Assumptions

Data Collection

It is our understanding that the project will be surveyed by the City and an AutoCAD drawing will be provided to the Consultant for use as the project basemap from which to base the roadway and utility designs. In addition to survey data and a CAD file, the data collection process often involves utilizing previous as-built drawings and reviewing related information such as traffic data and/or previous master plans.

Environmental

The City will be handling any environmental permitting (SEPA, EO 05-05, etc.) that may be required for the project. J-U-B has an experienced environmental compliance/permitting staff that is available to assist the City if requested.

Task 4: Final Design

4.1 Roundabout and Roadway Geometry

The geometric centerlines for the roundabout and Clubhouse Lane will be developed based on the existing intersection geometry and boundary information provided by the City. Based on the lane configurations confirmed by the City (as described above), J-U-B will layout the

roundabout geometry to maximize safety of the intersection, both for vehicles and pedestrian movements. The roundabout concept developed for the 2018 Horn Rapids Commercial Development Study was based on a WB-67 Design Vehicle for the north, south, and east legs, while a WB-40 was used for the west leg. Care must be used in designing roundabout entry geometry for large trucks to ensure that entry speeds for passenger vehicles do not become excessive. Appropriately designed splitter islands will also maximize refuge areas that increase pedestrian safety. Grading of the roundabout will focus on matching into existing infrastructure at the intersection to avoid retaining walls and property acquisition.

J-U-B will work closely with City staff to provide a roundabout design that meets the area's traffic forecasts, promotes pedestrian and vehicular safety, provide access opportunities into/out of the adjacent City owned lots, and meshes with the City's vision for the Horn Rapids Commercial Development. **The roundabout layout will be overseen by Travis Marden, PE who has overseen the design of over 20 roundabout projects** constructed throughout Washington, Idaho, Utah, and Colorado.

4.2 Clubhouse Lane Geometry

The horizontal geometry of Clubhouse Lane will be centered within the future right-of-way boundaries established for the Horn Rapids Commercial Development. Vertical alignment design will focus on matching existing ground contours in the right-of-way and the proposed grading of the adjacent lots owned by the City. Accounting for the lot grading during roadway design will ensure that the new road and ingress/egress points for the commercial lots will be seamless and won't create excessive driveway grades. Storm drainage will be collected in roadside swales via openings in the curbs. **This simplistic design reduces initial project costs, provides long term collection and treatment capabilities, and can be easily maintained without specialized equipment.** The sizing of the swales will depend on the existing soil properties and drainage calculations to meet the Eastern Washington Stormwater Manual. J-U-B will coordinate with City staff on the locations of swales to minimize impacts to future driveways where possible.

4.3 Water and Sewer Improvements

J-U-B will coordinate with City staff for the design of City water, sewer, and a potential irrigation pipe within the Clubhouse Lane corridor. Future utility services (water, sewer, irrigation) to the adjacent City owned lots will also be designed. It is anticipated that the new water and sewer, appropriately sized for future development, will connect into the existing 20-inch diameter ductile iron waterline and 21-inch diameter sanitary sewer pipe located at the east end of the project limits. **All utilities will be designed in our Kennewick office by Ben Haws, PE and Lisa Siefken, PE—key resources you already know and trust.** Alex Fazzari will ensure all designed utilities meet City standards.

4.4 Electrical Conduits and Vaults, Illumination, and Fiber Conduits

Proper illumination at roundabouts is essential to optimizing pedestrian safety at crosswalks and vehicular safety at entry points. Illumination layouts are typically based on light level analysis to ensure adequate coverage is provided at key locations. J-U-B has expertise in photometric analysis to determine proper light pole spacing based on Section 8.0 of the 2006 *City of Richland Technical Specification for the Installation of Street Lighting*. J-U-B uses AGi32 software to predict and quantify the distribution of artificial light sources. Using this software allows us to design a street lighting system that meets the average maintained illumination levels and Maximum Uniformity Index the City requires.

For other electrical conduits, vaults, and fiber conduits J-U-B will coordinate with the appropriate City staff, whether it's with Engineering and Private Development staff or with

Energy Services, for the layout, sizing, and specifications of conduits and vaults in the project. All vaults and conduits will be clearly shown and labeled on the plan sheets.

Task 5: Plans, Specifications and Estimate Preparation

After the data collection effort and coordination with City staff is completed for the roundabout and roadway geometry, and for the City utility extensions/improvements, J-U-B will begin preparation of construction plans and details, using City standard details whenever possible. Construction plans will clearly identify all expected contractor work activities, any activities to be completed by the City, and any construction to be completed by others.

Due to the scale of the project, well defined limits, and accelerated design schedule proposed, we anticipate **reducing the number of progress submittals to two**. We propose providing submittals for City review at the 50%, and 90% progress levels. The 50% will include the plans and Engineer's Opinion of Probable Costs, while the 90% will additionally provide draft specifications. The final PS&E package will then be prepared for City advertisement and project bidding.

Construction Administration

J-U-B understands the City's need to occasionally supplement their staff with local construction personnel. J-U-B, as needed, can assist the City in providing construction observers and documentation meeting Washington State Department of Transportation (WSDOT) / Federal Highway Administration (FHWA) requirements. Being local, we will provide construction personnel with experience working with the contractors that typically perform this type of work.



C.3 TEAM ORGANIZATION

With J-U-B, the City benefits from both proven leadership and expertise. The City can feel confident that the staff we propose for this project will be here for the duration of the project, because J-U-B recognizes the importance of retaining our proven performers and up and coming talent. We accomplish this by providing a clearly-defined career path and coaching to help our employees recognize their goals for career growth and development, encouraging a harmonious work-life blend, communicating our business strategy and performance metrics to employees quarterly to support a feeling of long-term stability, and providing a benefits program packed with financial incentives and health-care coverage.

Project Team
Organizational
Chart



CITY OF RICHLAND
JULIE WEST, PE

TRAVIS MARDEN, PE
Project Manager

JAY HASSELL, PE
Illumination QC

KEVIN KRAMER, PE
Roundabout / Grading Engineer

SPENCER MONTGOMERY
Transportation Planner

BEN HAWS, PE (Lead)
LISA SIEFKEN, PE
Water / Sewer Engineer

WILLIAM GILLEN, EIT
Roadway Design Engineer

RIANNON ZENDER, EIT
Illumination Design Engineer

ERIC FERGUSON, PE
Storm Drainage

KERRY ALBIN
Construction Contracts/
Specifications

GPI (Subconsultant)
ANDY ABRAMS, PE
Geotechnical Engineer

J-U-B's above industry average employee retention rate of 99.2% attests to the high value J-U-B places on its employees and their happiness.

GeoProfessional Innovation (GPI) is located on the Palouse in Pullman, Washington. GPI provides responsive and cost-effective geotechnical engineering services based on over 30 years of first-hand experience working with the design and construction community. As a subconsultant to J-U-B, GPI will provide geotechnical services to evaluate existing soil properties in order to determine construction techniques, stormwater collection and treatment options, and develop a pavement section. GPI has been involved in the following projects in the Richland area:

► **New Richland City Hall**

Client: City of Richland

Location: 625 Swift Boulevard, Richland, WA



► **New PCA Facility**

Client: Packaging Corporation of America

Location: 3003 Kingsgate Way, Richland, WA

► **Teaching, Learning & Administration Center (TLAC)**

Client: Richland School District

Location: Keene Road, Richland, WA

► **Tagaris Winery Expansion**

Client: Tagaris Winery

Location: 844 Tulip Lane, Richland, WA

► **Tapteal Elementary School**

Client: Richland School District

Location: 705 N 62nd Avenue, Richland, WA

Draft



J-U-B ENGINEERS, INC.

THE
LANGDON
GROUP
a J-U-B CompanyGATEWAY
MAPPING
INC.
a J-U-B Company

OTHER J-U-B COMPANIES

TRAVIS MARDEN, PE

Project Manager | Roundabout & Roadway
QA/QC

Travis has over 23 years of engineering experience in a variety of transportation projects. He specializes in modern roundabout design, transportation studies, federal aid highway projects, county highway and city street engineering, digital terrain modeling, and storm drainage design. Travis is experienced in design details, plans, specifications, and cost estimation.

Having designed projects in multiple states he is well versed in design standards with multiple agencies and understands the importance of closely coordinating with agency review staff.

SELECT PROJECT EXPERIENCE

- ▶ Project Engineer | Warner Avenue and Community Drive Roundabout, Tri-Partnership Public Infrastructure Lewiston, ID | 2019 | Construction Estimate \$310,000
- ▶ Project Engineer | 20th Street From 71st Avenue to 90th Avenue (5 Phases) | Greeley, CO
- ▶ Project Engineer | Village Road and South Park (State Highway 9) Roundabout | Breckenridge, CO | Currently on hold
- ▶ Project Engineer | Colchester and Fishing Creek Drive Roundabout, Lakemoor Subdivision Phase VII | Eagle, ID | 2017 | Construction \$237,000
- ▶ Project Engineer | Schweitzer Cutoff Road Roundabout | City of Sandpoint, ID | 2017 | Construction \$723,600
- ▶ Project Engineer | Four O'Clock and South Park (State Highway 9) Roundabout | Breckenridge, CO | 2016 | Construction \$1,100,000
- ▶ Project Engineer | Colchester and Eagles Gate Drive Roundabout, Lakemoor Subdivision Phase IV | Eagle, ID | 2013 | Construction \$218,000
- ▶ Project Engineer | Fox Acres Road and Woodside Boulevard Roundabout | Hailey, ID | Design **received 2011 "Smart Growth and Transportation" Award** from Idaho Smart Growth Council.
- ▶ Project Engineer | H and Main Street Roundabout | Deer Park, WA | 2010 | Construction \$645,600
- ▶ Project Engineer | Crawford Avenue and Weber Avenue Single Lane Roundabout and Roadway Improvements | Deer Park, WA | 2007 | Construction \$1,513,700. Major connector. **WSDOT 2010 Award of Excellence "Best City" Category.**
- ▶ Project Engineer | Keene Road Realignment Including the Bombing Range Road Roundabout | West Richland, WA | 2006 | Construction \$2,150,000.
- ▶ Project Engineer | 27th Avenue and Union Loop Roundabout | Kennewick, WA | 2000 | Construction \$553,000. Combined two adjacent intersections into one single lane roundabout.

Professional Registrations

- Professional Engineer, Washington, #39882
- Professional Engineer, Idaho, #17078
- Professional Engineer, Colorado, #47327

Education

- B.S., Civil Engineering Washington State University (1996)

Employment History

- Project Manager, J-U-B ENGINEERS, Inc., Kennewick, WA (2004-present)
- Assistant & Project Engineer, J-U-B ENGINEERS, Inc., Kennewick, WA (1998-2004)
- Production Supervisor, Lamb Weston, Hermiston, OR (1997-1998)
- Drafter/Site Inspection/Surveying, Benton County Public Works, Prosser, WA (1993-1996)

% Involvement In This Project

- 15%

% Involvement In Other Projects at the Same Time:

- 85%



J-U-B ENGINEERS, INC.



J-U-B ENGINEERS, INC.

THE
LANGDON
GROUP
a J-U-B Company
GATEWAY
MAPPING
INC.
a J-U-B Company

OTHER J-U-B COMPANIES

KEVIN KRAMER, PE

Roundabout and Grading Engineer



Kevin has been working in the field of engineering as a transportation engineer with advance education in design and construction of transportation facilities for six years. While working with multiple Departments of Transportation, Counties and Cities, his experience ranges from large scale interstate and interchange projects, to smaller projects including drainage, sidewalk, roundabouts, striping and signing, multi-use trail, multi-modal corridors, and parking lot design. Kevin has experience in the design aspect of projects, which include horizontal and vertical profiles, super elevation design, pavement design, drainage design, and off street design.

SELECT PROJECT EXPERIENCE

- ▶ Project Engineer | S. Park Ave (SH-9) & Four O'clock Road Roundabout | Town of Breckenridge, CO
- ▶ Project Engineer | 47th Ave Additional Turn Lane | City of Greeley, CO
- ▶ Project Engineer | North River Road Safety Improvement Project | Mesa County, CO
- ▶ Project Engineer | 20th Street Roadway Improvements, Phase 4 | City of Greeley, CO
- ▶ Project Engineer | 65th Ave., US 34 Bypass Frontage Road Relocation | City of Greeley, CO
- ▶ Project Engineer | Lee Hill Drive Overlay, Culvert and Guardrail Project | Boulder County, CO
- ▶ Project Engineer | Three Bridge Replacement Project | Mechanicsburg, PA
- ▶ Project Manager | Shell Rehabilitation of County Roads | PennDOT District 8, PA
- ▶ Project Engineer | I-95/US322 Interchange Reconstruction | PennDOT District 6, PA
- ▶ Project Engineer | SR 0095, Section GIR, Phase GR4, Philadelphia, PA | PennDOT District 4, PA
- ▶ Transportation Engineer | SR 84 Expressway Widening Project South Segment | Livermore, CA - Alameda County Transportation Authority
- ▶ Transportation Engineer | US101/Broadway Interchange Reconstruction Burlingame | San Mateo County, CA
- ▶ Design Engineer | US 101/SR84 (Woodside Road) Interchange Reconstruction Project PAED Phase | Woodside, CA
- ▶ Design Engineer | I-15/I-215 Interchange (Devore) Design-Build, San Bernardino County California | Atkinson Construction

Professional Registrations

- Professional Engineer, Colorado, #085774

Education

- M.S., Transportation Engineering, San Jose State University (2012)
- B.S., Civil Engineering, San Jose State University (2011)

Employment History

- Project Engineer, J-U-B Engineers, Inc., Fort Collins, CO
- Project Engineer/Deputy Project Manager, AECOM, Mechanicsburg, PA
- Transportation Engineer, AECOM, Philadelphia, PA
- Design Engineer, URS Corp/AECOM, San Jose, CA
- Staff Engineer, URS Corp, Oakland, CA

% Involvement In This Project

- 20%

% Involvement In Other Projects at the Same Time:

- 80%



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SPENCER MONTGOMERY, PE

Transportation Planner



Spencer has more than 25 years of transportation planning experience. In addition to multi-modal transportation plans, Spencer's experience includes environmental assessments, traffic impact analyses, feasibility studies, management systems, alignment studies, safety analyses, and public involvement.

Spencer was born and raised in the Tri-Cities area. After 11 years spent working across the nation, Spencer returned to his roots in 2001. His regional background and experience, coupled with the expertise he gained through his travels, gives Spencer the skills and knowledge needed to be an effective team member.

SELECT PROJECT EXPERIENCE

- ▶ Regional North-South Travel Capacity Study | Richland, WA. Managed this project with multiple stakeholders, Technical Advisory Committee, and public process to identify and evaluate alternatives to add capacity for commute traffic. Examined the travel benefits, safety benefits, cost, and impacts of multiple alternatives to better serve the high travel demand in the SR 240 corridor. The process yielded a broadly accepted result of grade separating the SR 240 corridor over time beginning with the Aaron Drive intersection.
- ▶ Downtown Connectivity Study | Richland, WA. This complex study involved identifying roadway network alternatives that could serve the high commute traffic in downtown while safely providing opportunities to enhance bicycle and pedestrian travel. A one-way pair, or traffic couplet is being offered for public input. This option serves traffic demand as well as provides opportunities to convert existing pavement for bicycle lanes, parking and wider sidewalks which help to make the downtown area more bike/ped friendly.
- ▶ Comprehensive Plan Update | City of Richland, WA. Managed the effort to update the Transportation Element and Capital Facilities Elements of the Comprehensive Plan while coordinating with public involvement efforts and the update of other elements of the Plan.
- ▶ Corridors and Gateways Plan | Pasco, WA. Managed this project working with a committee composed of business representatives, City Council and Planning Commission members to develop design policies, which balance and optimize safety, aesthetics, and ease of maintenance. Effort included multi-modal facilities, and a prioritized list of projects based on economics, concerns for continuity and safety.
- ▶ Columbia River Crossing Study | Tri-Cities, WA. Led the planning effort working with a body of elected officials and significant public involvement efforts to identify and evaluate multiple potential new crossing opportunities of the Columbia River in the Tri-Cities area.
- ▶ Street Master Plan | City of Spokane Valley, WA. Managed the original planning effort for the Street Master Plan for the City of Spokane Valley in 2006 and continues to manage both local J-U-B staff that perform the ongoing traffic count program as well as other J-U-B resources that carry out the annual accident analysis, the TIP database update needs and GIS mapping of the traffic counts and accidents.

Education

- M.S., Urban and Regional Planning, University of Iowa (1990)
- Transportation Certificate, University of Iowa (1990)
- B.A., Geography, Brigham Young University (1988)

Employment History

- Transportation Planner, J-U-B ENGINEERS, Inc., Kennewick, WA (2001-Present)
- Senior Transportation Planner, Fargo-Moorhead Metropolitan Council of Governments Fargo, ND (1999-2001)
- Transportation Planner Denver, Regional Council of Governments (DRCOG) Denver, CO (1993-1999)
- Transportation Planner, JHK & Associates Baltimore, MD (1990-1993)

% Involvement In This Project

- 5%

% Involvement In Other Projects at the Same Time:

- 95%



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BEN HAWS, PE

Water and Sewer Lead



Ben is a Project Engineer with 13 years of experience, specializing in water and wastewater planning, modeling, design, and construction. His background includes various municipal engineering efforts including capital facility plans, comprehensive sewer system plans, and comprehensive water system plans. His wastewater experience includes collection system modeling, master planning, lift station analysis, sewer trunk design, wastewater treatment plant (WWTP) upgrades, and construction engineering.

SELECT PROJECT EXPERIENCE

Wastewater

- ▶ WWTP Phase 1 Improvements | Kennewick, WA
- ▶ 24-inch Sewer Interceptor Rehabilitation | Kennewick, WA
- ▶ Winery Wastewater Pretreatment Facility | Kennewick, WA
- ▶ Biosolids Facility | West Richland, WA
- ▶ UPRR 24-Inch Interceptor Sewer | Kennewick, WA
- ▶ McCain Foods | Othello, WA
- ▶ General Sewer Plan | Walla Walla, WA
- ▶ Lift Station for Data Center | Umatilla, OR
- ▶ Septic Receiving Station | Kennewick, WA
- ▶ Industrial Process Water Facility Sewer, Water, and Storm Design | West Richland, WA
- ▶ Evaporation Pond for Joseph Christy Vineyards | Plymouth, WA

Drinking Water

- ▶ Water System Plan Update | West Richland, WA
- ▶ Brotherhood Reservoir and Transmission Main | West Richland, WA
- ▶ Water System Modeling | Kennewick, WA
- ▶ Intertie Booster Station | West Richland, WA
- ▶ Shaw Vineyards Well Improvements | West Richland, WA
- ▶ Paradise Way Sewer, Water, and Storm Design | West Richland, WA
- ▶ Well # 9 Water Quality Improvements | West Richland, WA
- ▶ Well #11 Drilling, Pump House, and Transmission Main | West Richland, WA

Professional Registrations

- Professional Engineer, Washington, #47661

Education

- M.S., Water Resources Emphasis - Civil Engineering, Brigham Young University (2008)
- B.S., Civil Engineering, Brigham Young University (2005)

Employment History

- Project Engineer, J-U-B ENGINEERS, Inc., Kennewick, WA (2011-Present)
- Design Engineer, J-U-B ENGINEERS, Inc., Kennewick, WA (2008-2011)
- Engineer-in-Training, Horrocks Engineers, American Fork, UT (2006-2007)
- Summer Internship, HEC Engineering, Mesa, AZ (Summers of 2002, 2003, 2004)

% Involvement In This Project

- 5%

% Involvement In Other Projects at the Same Time:

- 95%



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OTHER J-U-B COMPANIES

LISA SIEFKEN, PE

Water and Sewer Design Engineer



Lisa is a Washington licensed Professional Engineer with more than five years experience. Lisa became a part of our Kennewick office in 2013 and has been involved in many different types of projects, from gathering sanitary sewer flow data to assisting in the design of structural elements. Lisa is always willing to learn new skills and take on any challenges presented to her. Her role on this project will be to assist Ben Haws in any design tasks that are requested of her.

SELECT PROJECT EXPERIENCE

Sewer Projects

- ▶ City of College Place Southwest Area Sanitary Sewer | College Place, WA
- ▶ City of College Place Highway 125 Sewer Crossing | College Place, WA
- ▶ City of College Place WWTP Influent Flume | College Place, WA
- ▶ City of Walla Walla General Sewer Plan | Walla Walla, WA
- ▶ City of Kennewick 23rd/Gum Lift Station | Kennewick, WA
- ▶ City of Kennewick 2014 Sewer Comprehensive Plan Update | Kennewick, WA
- ▶ City of Richland General Sewer Plan Update | Richland, WA
- ▶ City of West Richland Street Waste Decant Facility | West Richland WA
- ▶ City of West Richland Industrial Process WWTP Design for industrial area | West Richland, WA
- ▶ City of West Richland WWTP Biosolids Management | West Richland WA
- ▶ City of West Richland Sewer Analysis | West Richland, WA
- ▶ MSA Sewer Collection Treatment Projects | Hanford, WA
- ▶ Horn Rapids SR240 Sewer Interceptor Projects | West Richland, WA
- ▶ City of Deer Park Wastewater System Facilities Plan Update | Deer Park, WA
- ▶ City of Elgin Wastewater Collection System Engineering Report | Elgin, OR

Water Projects

- ▶ Kennewick Irrigation District Cherry Creek Pump Station | Kennewick, WA
- ▶ West Extension Irrigation District On-Call Engineering Services | Irrigon, OR
- ▶ Irrigon Septic Conversion Project
- ▶ Brotherhood Reservoir | West Richland, WA
- ▶ Well No 11 | City of West Richland, WA
- ▶ Americold-Potable Water Improvements | Moses Lake, WA

Professional Registrations

- Professional Engineer, Washington, #54957
- Professional Engineer, Oregon, #93959PE

Education

- B.S., Civil Engineering, Washington State University (2012)

Employment History

- Design Engineer, J-U-B ENGINEERS, Inc., Kennewick, WA (2013-present)
- Engineering Intern, LB Foster/CXT Inc., Spokane, WA (February 2013-May 2013)
- Structural Engineering Intern, Eclipse Engineering, Inc., Spokane, WA (May 2012-August 2012)
- Civil Engineering Intern, DCI Engineers, Spokane, WA (May 2011-August 2011)
- Project Manager Intern, MJ Takisaki, Inc., Spokane, WA (May 2010-August 2010)

% Involvement In This Project

- 10%

% Involvement In Other Projects at the Same Time:

- 90%



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WILLIAM GILLEN, EIT

Roadway Design Engineer



William became employed with J-U-B in 2019 immediately after graduating from WSU. He has quickly become an asset to the Transportation Department using his skills and expertise. Engineering experience includes grading design, intersection and roadway modeling, roadway delineation design, temporary traffic control planning, cost estimating, and traffic impact analysis. Modeling applications include AutoCAD Civil 3D and Power InRoads.

SELECT PROJECT EXPERIENCE

- ▶ Design Engineer | Crawford-Colville Roundabout and North Colville Reconstruction | Deer Park, WA
- ▶ Design Engineer | Duportail Bridge | Richland, WA
- ▶ Design Engineer | Lewis Street Overpass | Pasco, WA
- ▶ Design Engineer | Central Richland Transportation Study | Richland, WA
- ▶ Design Engineer | North-South Corridor Study | Richland, WA
- ▶ Design Engineer | City of Union Gap Regional Beltway Connector | Yakima, WA
- ▶ Design Engineer | Southway Bridge Pavement Rehabilitation | Lewiston, ID
- ▶ Design Engineer | Toyota Dealership Traffic Impact Study | Hermiston, OR
- ▶ Design Engineer | Tri-State Memorial Hospital Traffic Impact Analysis | Clarkston, WA
- ▶ Design Engineer | Pasco Comprehensive Plan Update | Pasco, WA
- ▶ Design Engineer | Mercer Estates Traffic Impact Study | Prosser, WA
- ▶ Design Engineer | Jubilee Foundation Headquarters Traffic Impact Study | Pasco, WA
- ▶ Design Engineer | Yakima County Trails Plan Update | Yakima, WA
- ▶ Design Engineer | Lind Road Improvements | Umatilla, OR
- ▶ Design Engineer | Industrial Park Master Plan | Plymouth, WA

Professional Registrations

- Engineer In Training, Washington, #37341

Education

- B.S., Civil Engineering, Washington State University (2019)

Employment History

- Assistant Engineer, J-U-B ENGINEERS, Inc., Kennewick, WA (2019-Present)

% Involvement In This Project

- 20%

% Involvement In Other Projects at the Same Time:

- 80%



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OTHER J-U-B COMPANIES

RIANNON ZENDER, EIT

Illumination Design Engineer



Riannon has been employed with J-U-B for 3 years. She has quickly become an asset to the Transportation team in Idaho, Washington, and Utah. Riannon has been involved in variety roadway lighting design projects. Her work has included Interstate, commercial and residential corridors, downtown business and urban corridors, intersection spot studies, and park and ride facilities. Riannon will utilize existing agency and industry lighting standards for your lighting project(s). In the

absence of specific standards or special projects, Jay utilizes the ASSHTO Lighting Design Guide, Illuminating Engineering Society of North America Roadway Lighting (IES) recommended practices and analysis with AGI32 lighting design software if needed. Her assistance in the selection of lighting hardware, if needed, will provide you with site specific solutions to meet the projects needs.

SELECT PROJECT EXPERIENCE

Illumination Design

- ▶ WSDOT - I-82 South Union Gap Interchange Design/Build
- ▶ Bonner County Colburn Solid Waste Facility Reconstruction | Bonner County, ID
- ▶ Bonner County Dufort Solid Waste Site | Bonner County, ID
- ▶ City of Coeur d'Alene Ironwood & US 95 Intersection Improvements | Coeur d'Alene, ID
- ▶ City of Coeur d'Alene Ironwood Drive and Medina Avenue Intersection | Coeur d'Alene, ID
- ▶ City of Post Falls Chamber of Commerce Parking Expansion | Post Falls, ID
- ▶ Idaho Transportation Department South Jerome Interchange Stage 2 | Jerome, ID
- ▶ Kootenai Tribe of Idaho Frontier Village Road
- ▶ Post Falls Highway District LHTAC Pleasant View Road and Prairie Avenue | Post Falls, ID
- ▶ City of Moscow Mountain View Road | Moscow, ID
- ▶ US 12 Nine Mile Hill to Frenchtown Vicinity Design/Build Project
- ▶ Nez Perce Tribe AhtWy Circulation Roads
- ▶ Nez Perce Tribe AhtWy Interchange
- ▶ City of Post Falls Parks and Recreation Hilde Kellogg Parking Lot
- ▶ Utah Department of Transportation PG Blvd. Interchange Area Improvements

Professional Registrations

- Engineer In Training, Idaho, #8776

Education

- M.S., Civil Engineering, University of Idaho (2016)
- B.S., Civil Engineering, University of Idaho (2014)

Employment History

- Professional Engineer, J-U-B ENGINEERS, Inc., Coeur d'Alene, ID (2016-present)
- Research Assistant, University of Idaho, NIATT (2013-2016)
- Engineering Intern, City of Moscow, ID (2015)

% Involvement In This Project

- 10%

% Involvement In Other Projects at the Same Time:

- 90%



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OTHER J-U-B COMPANIES

ERIC FERGUSON, PE

Storm Drainage / Site Grading Engineer



Eric has 13 years of engineering experience, specializing in land development. Extensive engineering experience includes storm drainage design, grading design, site layout, utility design and coordination, modeling and studies, and transportation engineering. Modeling applications include AutoCAD Civil 3D, Autodesk Storm and Sanitary Analysis (SSA), HydroCAD, and EPANET.

Eric is considered a subject matter expert and technical lead for stormwater drainage design. He is experienced in stormwater design for municipal, commercial, and residential projects. He performs stormwater calculations and prepares drainage reports and permit documents. He mentors junior level staff for drainage design.

SELECT PROJECT EXPERIENCE

- ▶ Badger Mountain Elementary | Richland, WA
- ▶ Apple Valley Elementary | Yakima, WA
- ▶ Summitview Elementary | Yakima, WA
- ▶ Pacific Northwest National Laboratories Energy Science Building | Richland, WA
- ▶ Regional Beltway Connector | Union Gap, WA
- ▶ Courtyard Marriott Hotel | Pasco, WA
- ▶ Tri-Partners Public Infrastructure Project | Lewiston, ID
- ▶ Tri-State Memorial Hospital Medical Clinic | Clarkston, WA
- ▶ Lewis Clark State College Career Technical Education Center | Lewiston, ID
- ▶ Preferred Freezer Services | Richland, WA
- ▶ Chiawana Heights Phases 2 & 3 | Kennewick, WA
- ▶ Winfield Springs Subdivision | Kuna, ID
- ▶ Richland School District Early Learning Center | Richland, WA
- ▶ Rogers Toyota of Hermiston | Hermiston, OR
- ▶ Keller Leisure Warehouse | Kennewick, WA
- ▶ Pasco School District Early Learning Center | Pasco, WA
- ▶ Pendleton High School Renovations | Pendleton, OR
- ▶ Queensgate Strip Mall | Richland, WA
- ▶ Crow Butte State Park RV Park Expansion | Patterson, WA
- ▶ WSDOT SR520 Maintenance Facility | Bellevue, WA
- ▶ Sound Transit Des Moines Station and Parking Garage | Des Moines, WA
- ▶ Artemis Hotel | Des Moines, WA
- ▶ Hood Canal Bridge | Washington State
- ▶ Cedar Hills Regional Landfill Phase 6 Closure | Maple Valley, WA
- ▶ Cedar Hills Regional Landfill Phase 7 Development | Maple Valley, WA

Professional Registrations

- Professional Engineer, Washington, #49450

Education

- B.S., Civil Engineering
Washington State University
(2006)

Employment History

- Project Engineer, J-U-B ENGINEERS, Inc., Kennewick, WA (2017-present)
- Project Engineer, Meier Engineering, Kennewick, WA (2015-2017)
- Project Engineer, BergerABAM, Federal Way, WA (2013-2015)
- Civil Engineer II, Vista Engineering, Richland, WA (2010-2013)
- Civil Engineer I, Parametrix, Bellevue, WA (2007-2010)

% Involvement In This Project

- 15%

% Involvement In Other Projects at the Same Time:

- 85%



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KERRY ALBIN, PMP

Construction Contracts / Specifications



Kerry has over 36 years of contract administration and management experience. He has a full understanding and practical experience in both construction management and observation. He oversees all aspects of the creation of construction specifications and contract documents, as well as the cost estimating and constructability reviews on most projects. During the construction phase of our projects, Kerry is responsible for change order review and negotiations. Kerry oversees all construction observation personnel and with his vast experience lends his expertise wherever and whenever needed.

SELECT PROJECT EXPERIENCE

- ▶ Port of Grandview, Wallace Way Improvements | Grandview, WA
- ▶ City of Union Gap, Valley Mall Boulevard Extension III Project | Union Gap, WA
- ▶ WSDOT, Portage Ave. 4th St Roadway Improvements | Mattawa, WA
- ▶ Piert Road Extension | Benton County, WA
- ▶ Kittitas Highway Safety Improvements | Kittitas County, WA
- ▶ SR-395, Eltopia to Mesa – Rotomill and Overlay | WSDOT
- ▶ Kittitas County No. 6 Road Improvements | Kittitas County, WA
- ▶ Fleshman Way / SR 129 Interchange | Asotin County, WA
- ▶ Paradise Way Extension Phase 4 | West Richland, WA
- ▶ Whitman Street IRRP | Walla Walla, WA
- ▶ Pasco Processing Center Phase 3 Improvements | Pasco, WA
- ▶ Keene Road Utilities | West Richland, WA
- ▶ Keene Road Overlay | West Richland, WA
- ▶ Port Miscellaneous Roadway Improvements | Pasco, WA
- ▶ Bombing Range Road Reconstruction | West Richland, WA
- ▶ 62nd Avenue/Place Reconstruction, Gray Street Sidewalk | West Richland, WA
- ▶ LIDs, Overlays, and Municipal Infrastructure Construction | Tri Cities, WA
- ▶ 10th Avenue Reconstruction, Union Street to Columbia Center Boulevard | Kennewick, WA
- ▶ SR-221, Prosser Hill and Vicinity – Cold Mix Overlay and Shoulder Widening | WSDOT
- ▶ SR-12, Nine Mile Canyon – Overlay, Shoulder Widening & Safety Improvements | WSDOT
- ▶ SR-12, Touchet to Lowden and Vicinity – Cold Mix Overlay, Shoulder Widening, and Drainage Improvements | Columbia County, WA
- ▶ SR-12, Wallula and Vicinity – Overlay, Intersection Widening & Safety Improvements | WSDOT
- ▶ City of Prosser, Patterson Street and 7th Avenue Reconstruction – Excavation, Curb and Gutter, Sidewalks, Storm Sewer, Water, and Paving | Prosser, WA
- ▶ Foster Wells Road – Excavation, Shoulder Widening, and Drainage Improvements | Franklin County, WA
- ▶ SR-395, Foster Wells Road to Eltopia – Shoulder Widening, Drainage Improvements and Overlay | WSDOT

Professional Registrations

- Project Management Professional Project Management Institute (1994)

Education

- B.A., Geology, Central Washington University (1978)

Employment History

- Construction Manager, J-U-B ENGINEERS, Inc., Kennewick, WA (2008-present)
- Construction Administrator, J-U-B ENGINEERS, Inc., Kennewick, WA (1997-2008)
- Project Manager/Lead Construction Engineer/Contract Administrator, Fluor Daniel Northwest/ICF Kaiser Hanford Co., Richland, WA (1990-1996)
- Contract Administrator/Asst. Manager, Transtate Paving Co., Pasco, WA (1983-1990)

% Involvement In This Project

- 10%

% Involvement In Other Projects at the Same Time:

- 90%



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JAY HASSELL, PE

Illumination QC



Jay has 21 years of experience in transportation engineering in Idaho, Washington, and Utah. He has completed numerous urban and rural roadway design/studies and traffic signal projects, following local agency, State Department of Transportation, and Federal standards. Jay has been involved in variety roadway lighting design projects. His work has included Interstate, commercial and residential corridors, downtown business and urban corridors, intersection spot studies, and park and ride

facilities. Jay will utilize existing agency and industry lighting standards for your lighting project(s). In the absence of specific standards or special projects, Jay utilizes the ASSHTO Lighting Design Guide, Illuminating Engineering Society of North America Roadway Lighting (IES) recommended practices and analysis with AGI32 lighting design software if needed. His assistance in the selection of lighting hardware if needed will provide you with site specific solutions to meet the project's needs. Whether for a roadway, pedestrian walkway or bikeway, Jay will work to produce accurate and comfortable visibility during the day and night to safeguard and facilitate smooth vehicular and pedestrian traffic.

SELECT PROJECT EXPERIENCE

Illumination Design

- ▶ US 12 Nine Mile Hill to Frenchtown Vicinity Design/Build Project
- ▶ WSDOT - I-82 South Union Gap Interchange Design/Build
- ▶ Post Falls Highway District LHTAC Pleasant View Road & Prairie Avenue Roundabout
- ▶ I-84 Franklin - Garrity Interchange, Add 3rd Lane
- ▶ Asotin County Freshman Way/SR 129 Interchange
- ▶ City of Moscow Mountain View Road
- ▶ Idaho Transportation Department South Jerome Interchange
- ▶ ISPWC 2020 On Call Services Revision to Lighting Section
- ▶ City of Sandpoint / LHTAC / Schweitzer Basin Cutoff Road / ITD Project
- ▶ Bonner County Colburn Solid Waste Facility Reconstruction
- ▶ Bonner County Dufort Solid Waste Site
- ▶ City of Coeur d'Alene Ironwood & US 95 Intersection Improvements
- ▶ City of Coeur d'Alene Ironwood Drive and Medina Avenue Intersection
- ▶ City of Post Falls Chamber of Commerce Parking Expansion
- ▶ Kootenai Tribe of Idaho - Frontier Village Road
- ▶ Nez Perce Tribe AhtWy Circulation Roads
- ▶ Nez Perce Tribe/AhtWy Interchange
- ▶ City of Post Falls Parks & Rec-Hilde Kellogg Parking Lot
- ▶ UDOT PG Blvd. Interchange Area Improvements

Professional Registrations

- Professional Engineer, Washington, #42457
- Professional Engineer, Idaho, #11806

Education

- B.S., Civil Engineering, University of Washington (1999)
- Martin-Simonds Leadership Development Program (2008-2009)

Employment History

- Professional Engineer, J-U-B ENGINEERS, Inc., Coeur d'Alene, ID (1999-present)

% Involvement In This Project

- 5%

% Involvement In Other Projects at the Same Time:

- 95%



J-U-B ENGINEERS, INC.

**ANDREW J. ABRAMS, P.E.**

aabrams@geoprocorp.com

**CLIENT COMMITMENT**

"I am committed to serving my clients by exceeding their expectations and providing accurate and thorough recommendations that add project value."

PROJECT MANAGER/PROJECT ENGINEER

Andy brings 17 years' experience of providing sound, innovative solutions to the geotechnical engineering field. His areas of specialization include evaluating pavement section design and performance, subgrade soil improvement methods, earthwork specification development, foundation design and various slope stabilization mechanisms. Andy's design experience includes assisting various municipalities and public agencies throughout eastern Washington and the intermountain west with a wide array of public infrastructure projects. These projects span transportation improvements such as roads, bridges, culverts, and pavement preservation; as well as facilities including public buildings, storage reservoirs, utility upgrades and many other infrastructure aspects. Andy's ability to represent project stakeholders while finding innovative solutions to aid designers and contractors adds value to each

PROFESSIONAL REGISTRATION AND AFFILIATIONS

- Professional Engineer - Washington, Idaho, Oregon, Montana, Colorado
- Western Alliance of Quality Transportation Construction (WAQTC) - Aggregate Testing Technician (AgTT), Asphalt Testing Technician (AsTT), Asphalt Testing Technician II (AsTT II)
- Geoprofessional Business Association (GBA) - Fundamentals of Professional Practice (2008)
- Nuclear Gauge Safety Training

EDUCATION

Master of Science - Civil Engineering, University of Idaho, 2003
Bachelor of Science - Geological Engineering, University of Idaho, 2001

REPRESENTATIVE EXPERIENCE**Richland School District Improvements — Richland, Washington**

Andy has managed our team's geotechnical and construction testing services for various capital improvements projects throughout Richland School District (RSD). These include Fran Rish Stadium, Jefferson, Lewis & Clark, Marcus Whitman, Sacajawea, and Orchard Elementary Schools, Middle School #4, Delta High School, and the RSD Modular Classrooms at Hanford High School, Wiley Elementary School, Richland High School and Three Rivers HomeLink. With his geotechnical expertise and experience with earthwork and foundation construction, Andy has provided innovative geotechnical solutions that add value to RSD projects, and assist project teams to overcome geotechnical challenges. Examples include detailed seismic evaluation at Fran Rish Stadium to assess liquefaction risks to facility users and the structure, leading to efficient foundation support alternatives. Also, Andy's recommendations for soil improvement methods at Orchard Elementary School helped the contractor and design team overcome substantial groundwater challenges throughout foundation construction.

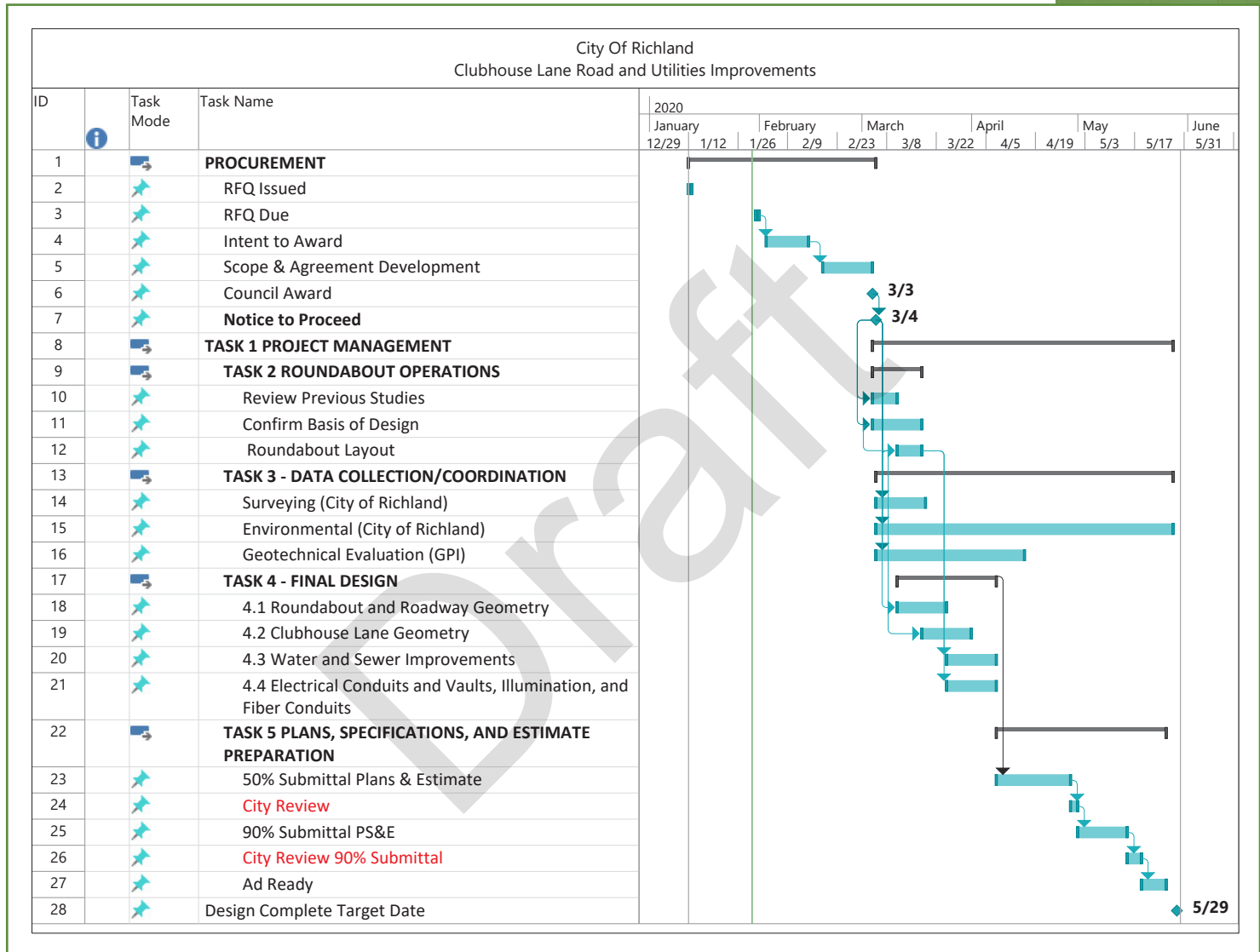
Columbia River Irrigation Pipe Anchorage — Prosser, Washington

To improve their irrigation system capacity, Sunheaven Farms needed to install an intake pipe, extending 420 feet into the Columbia River, beneath 10 to 25 feet of water. Andy designed a micropile anchorage system to resist the anticipated lateral load applied by the river's current. Andy also coordinated and provided senior oversight for GPI's installation observation for foundation drilling operations. Anchorage piles were installed from a barge in the Columbia River. GPI's documentation included pile embedment into cased and uncased length, competent bedrock embedment, theoretical vs. actual grout take, pile spacing.

Moon Road Improvements - Franklin County, Washington

Andy provided geotechnical exploration and analysis to assess potential causes of the localized settlement in the roadway surface. Andy used our exploration findings and interactions with County officials to identify that this section of failing roadway is underlain by a large culvert subject to periodic, substantial surface flow, ultimately resulting in soil erosion and settlement. GPI reviewed various alternatives focused on drainage improvement, embankment modification, and reconstructing the road. This project awaits funding for final repairs.

C.4 PROJECT SCHEDULE



C.5 LIST OF SIMILAR PROJECTS

Our projects win awards, our people receive recognitions, and our clients are consistently pleased with how we solve problems—our **consistent 90+ percent return client** rate over the last half century attests to this. We are transportation engineers, traffic engineers, water and wastewater engineers, structural engineers, construction engineers, surveyors, planners, funding consultants, landscape architects, and GIS and public involvement specialists. We are problem solvers, trusted advisors, and professionals who work with integrity, balance, comradery—ethically, and sustainably. We guide our clients through all phases of their projects—planning, funding, design, and construction. We offer the expertise of the national firms, with the service and attention of a hometown firm.

Over the last decade, J-U-B has designed 38 roundabouts in four states, including multiple award winners. These roundabouts have encompassed similar components as summarized in the following table.

Listing of Select Similar Projects																					
Project Name > Location	Project Management	ROW Plans and Acquisition	Local Agency Process	Critical Intersection	Survey	Traffic Analysis	Roundabout Analysis / Geometric Layout	Roadway Horizontal & Vertical Alignment	Grading	Storm Drainage	Dry Utilities	Water / Sewer	Pedestrian / Bicycle Traffic	Landscaping	Environmental Clearance	Public Involvement	Sidewalk / Crosswalk / Bicycle / Island	Lighting	Construction	Traffic Control	Geotechnical Engineering
H Street Reconstruction » Deer Park, WA	•	•	•	•	•	•	•	•	•	•	•	•	•		•		•				
SR 129 Fleshman Way Interchange » Asotin County, WA	•	•	•	•	•	•	•	•	•	•	•		•		•	•	•	•	•	•	•
Woodside Boulevard and Fox Acres Roundabout » Hailey, ID 🏆	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		•	•	•
Schweitzer Cutoff Road and North Boyer Avenue » Sandpoint, ID	•		•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
South Park Ave (SH-9) & Four O’Clock Road » Breckenridge, CO	•	•	•	•		•	•	•	•	•	•	•	•	•	•		•	•	•	•	•
SH-9 and Village Road » Breckenridge, CO (on hold)	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•		•	•	•	•	•
37th Street and Monroe Avenue » Loveland, CO	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
North Taft Avenue Improvements > Loveland, CO	•	•	•	•	•	•	•	•	•	•	•		•		•	•	•		•	•	•
East County Line/Weld County Road Over St Vrain Creek > Boulder, CO 🏆	•	•	•		•		•	•	•	•	•	•	•		•	•			•	•	•
East County Line/Weld County Rd Over Boulder Creek > Boulder, CO	•	•	•		•		•	•	•						•				•	•	•
20th Street Reconstruction from 71st to 86th Avenue > Greeley, CO	•	•		•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Weld County Road 21 Bridge Replacement > Windsor, CO	•	•	•		•		•	•	•	•	•		•		•		•		•	•	•

D. RELATED PROJECT EXPERIENCE / REFERENCES

D.1 PROJECT EXAMPLES

H AND MAIN STREET RECONSTRUCTION PROJECT

DEER PARK, WA

J-U-B was selected by the City of Deer Park to design and perform project construction engineering for the reconstruction of H Street. This project was a Transportation Improvement Board (TIB) funded project to reconstruct 0.25 miles of H Street. The project included reconstruction of the roadway to include two through lanes and a continuous left turn lane. Cement concrete 5-foot wide sidewalks, were constructed along both sides of the roadway, along with necessary drainage structures. The construction of cement concrete curbs and sidewalks provided safety improvements by separating the pedestrian traffic from the vehicular traffic. Prior to the improvements there were no sidewalks along H Street and the pedestrians walked along a narrow shoulder area to access businesses along H Street.



CLIENT CONTACT

City of Deer Park
Roger Krieger, Community Service
Director
PO Box F | Deer Park WA 99006
rkrieger@ci.deerpark.wa.us
(509) 276-8802

DATES OF SERVICE

07/2009 to 12/2010

Project was completed within the original schedule.

BUDGET

Fee (Design): \$128,143

Fee (Construction): \$128,701

Final Construction: \$645,596

Project was completed within the original budget.

CRAWFORD AVENUE RECONSTRUCTION PROJECT

DEER PARK, WA

With funding from ARRA and the City's traffic mitigation fund, the City of Deer Park, Washington selected J-U-B to provide design and construction engineering for the reconstruction of Crawford Avenue. The existing roadway was improved by adding curb and gutter, sidewalks, storm drainage, and widening of the existing roadway. The stop-controlled intersection at Crawford Avenue and Weber Road was replaced with a modern roundabout. During the design phase, J-U-B investigated the option of signalization of the intersection verses the construction of a roundabout. Numerous meetings were held with the City Council and interested public to listen to their concerns and evaluate the economic safety and functionality of the options. The final decision was voted on by the City Council in favor of the roundabout option. This project utilized a state-of-the-art internally illuminated, flexible bollard to improve safety by highlighting the splitter island. Having been in use in the UK for decades, this project marks one of the first applications of this technology in the United States.



CLIENT CONTACT

City of Deer Park
Roger Krieger, Community Service
Director
PO Box F | Deer Park WA 99006
rkrieger@ci.deerpark.wa.us
(509) 276-8802

DATES OF SERVICE

11/2007 to 5/2010

Project was completed within the original schedule.

BUDGET

Fee (Design): \$114,932

Fee (Construction): \$199,296

Final Construction: \$1,513,470

Project was completed within the original budget.

SR 129 FLESHMAN WAY INTERCHANGE

ASOTIN COUNTY, WA

The Fleshman Way/SR 129 Interchange is located in the middle of one of the primary east-west corridors in the Lewiston-Clarkston Valley region. This corridor includes Bryden Canyon Road in Lewiston, Idaho; the Southway Bridge over the Snake River, which links Lewiston, Idaho and Clarkston, Washington; and Fleshman Way in Clarkston, Washington.

Before project improvements, this interchange had two dangerous intersections, each of which have several left-turning movements on Fleshman Way that caused multiple serious accidents. Several alternatives were identified to eliminate the left-turn safety issues, and in 2006 Asotin County secured Federal money for the design of the Fleshman Way Interchange through the SAFETEA-LU package. Asotin County then retained J-U-B to review the previous studies and alternatives, determine a preferred alternative, and complete the design of the new interchange.

J-U-B performed an alternatives study to evaluate several interchange configurations, each taking into consideration a number of factors including public input, environmental impacts, cost, and right-of-way. Each of the alternatives included a detailed conceptual cost estimate, and the preferred alternative was taken to a full design with final PS&E, which involved ongoing coordination with the WSDOT South Central Region. The original preferred alternative included roundabouts under a replacement of the existing bridge structure on Fleshman Way over SR 129 at a cost of approximately \$8 million.

During design J-U-B began looking for ways to logically break the project into phases for funding opportunities. J-U-B held a mini VE study with representatives from WSDOT SCR, TIB, and Asotin County. This process resulted in an alternate design, which eliminated the bridge replacement since it was structurally adequate, thus reducing project costs considerably to approximately \$4.5 million. Because of the cost savings, TIB awarded the project \$3.2 million to complete construction, the largest amount ever awarded by TIB in eastern Washington at the time. In January 2015, WSDOT used this project to present to the State Legislators as an example of the type of practical design approach WSDOT was promoting.

After completion of the design and right-of-way in 2016, construction began in early 2017. The project, including all new ramps and roundabouts, was opened to the public in September 2017.

CLIENT CONTACT

Asotin County, WA
Dustin Johnson, Public Works
Director
135 2nd Street
Asotin, WA 99402
DJohnson@co.asotin.wa.us
(509) 243-2074

DATES OF SERVICE

2015-2016 (design)
2017 (construction completed)
Project was completed within the original schedule.

BUDGET

Fee (Design, ROW, Construction Engineering): \$1,677,850
Final Construction: \$4.3 million
Project was completed within the original budget.

**Before and After**

SCHWEITZER CUTOFF ROAD & N BOYER AVENUE
SANDPOINT, ID

The City of Sandpoint retained J-U-B to address a mobility need in a critical area of the City, the Schweitzer Cutoff Road intersection with Boyer Avenue. There were several projects being considered for the area and J-U-B knew the City would eventually plan on constructing a roundabout to tie them all together. With a new bridge in place and a realigned roadway, the intersection's safety became one of the City's top priorities and the roundabout design was accelerated. J-U-B designed a single lane roundabout which tied all of the together. J-U-B's careful planning and foresight aligned three, separately funded projects under one design solution and allowed the City to improve intersection safety concurrent with federally funded improvements.



J-U-B's design work included: a roundabout; flattening the grades and adding a center turn lane to alleviate turning movement difficulties for large trucks turning south onto Boyer Road; enhancing pedestrian and bicyclist safety by adding curb, gutter, sidewalk, and bike lanes on both sides of the road; and raising the bridge over Sand Creek to increase the freeboard during high water.



The Sandpoint trucking community was very vocal about concerns with roundabouts. In response, the Roundabout Rodeo was conceived. J-U-B surveyed the proposed roundabout layout in a large, unused parking area and placing traffic cones so the trucking community could drive the roundabout. This live demonstration showed how the roundabout would function. The trucking community

came in skeptical, some in opposition, with an attorney-in-tow, and after one minor adjustment, they left supportive of the project.

CLIENT CONTACT

City of Sandpoint, ID
Amanda Wilson
1123 W Lake Street
Sandpoint, ID 83864
awilson@sandpointidaho.gov
(208) 263-3407

DATES OF SERVICE

05/2016 - 04/2017
Project was completed within the original schedule.

BUDGET

Fee (Design): \$49,970
Project was completed within the original budget.

SOUTH PARK AVE (SH-9) & FOUR O'CLOCK ROAD ROUNDABOUT
BRECKENRIDGE, CO

Prior to this project and under a separate contract (2010), J-U-B prepared a level of service feasibility study in which both a single lane roundabout and a conventional signalized intersection were compared. As part of the study, J-U-B conducted a planning level roundabout and traffic analysis. Based on the study and other factors, the Town selected the roundabout as the preferred alternative for this critical intersection in the core of town to allow for increased vehicular flow during low traffic periods, offer a more aesthetically pleasing intersection, reduce impacts of idling vehicles, and provide safer and more effective pedestrian connectivity between the residential neighborhood on Four O'clock Road and the downtown corridor.

The Town of Breckenridge engineering staff worked with the design team led by J-U-B to create a functional single-lane roundabout that could accommodate pedestrians, bicycles, and landscaping elements fitting for the character of the Town. J-U-B began design of the single lane roundabout with considerations for storm drain locations, utilities such as major fiber optic lines and gas regulation station relocation, ROW, bike and pedestrian traffic, and construction traffic control. J-U-B prepared the design documents to CDOT Local Agency standards and they were advertised by the Town.

Landscape and lighting (street and pedestrian) plans were included in the final construction plan set. CDOT ROW plans were prepared. The Town of Breckenridge acquired the required ROW and easements for this project during 2015 and 2016. The roundabout was constructed in 2017.



"The Town, CDOT, J-U-B and contractor worked with great collaboration and teamwork to complete the project on budget and on schedule. This project will be used as a template for Breckenridge and other communities to create an intersection that is functional for pedestrians, bicyclists, vehicular traffic, aesthetically pleasing, and supported by the members of our community."—Shannon Smith, Capital Projects Manager

CLIENT CONTACT

Town of Breckenridge, CO
Shannon Smith, Capital Projects Manager
150 Ski Hill Road
Breckenridge, CO 80424
shannons@townofbreckenridge.com
(970) 453-3196

DATES OF SERVICE

10/2012 - 12/2013

Project was completed within the original schedule.

BUDGET

Fee (Start): \$147,154

Fee (End): \$205,308

Additional utility coordination; amended drainage and landscape design based on Town changes; changes in scope (additions or revisions came late in the design phase)

WOODSIDE BOULEVARD & FOX ACRES ROUNDABOUT

HAILEY, ID

J-U-B led the engineering and design for a Federal Aid (TIGER II stimulus) and Idaho Department of Transportation (ITD) local agency multimodal project to resurface a 35-year old, 2.5-mile collector street with approximately 200 properties, mostly residential. Project improvements included:

- ▶ Sidewalks and bike lanes with improved safety and connectivity to the existing pathway system, transportation infrastructure, transit service, schools, educational centers, and retail areas
- ▶ Roundabout analysis and design with a large radius to accommodate City owned vehicles for snow removal
- ▶ On street parking stalls and bus pullouts and shelters
- ▶ Landscaping between the sidewalk and street
- ▶ Signal light at a second intersection (SH-75, Woodside)

J-U-B prepared the Categorical Exclusion Document approved by the Federal Highway Administration (FHWA). The Preliminary Design phase was completed with a public hearing and presentation to the Hailey City Council. The project team summarized key design elements and responded to public questions and concerns. The meeting concluded with applause from the public and council members—a direct reflection on the J-U-B Team's work.

This project was completed on a tight schedule with bid set documents completed in 8 months. The project was the recipient of the 2011 Idaho Smart Growth Association Grow Smart Award for promoting values of sustainable "smart" growth in Idaho's diverse communities.

CLIENT CONTACT

City of Hailey, ID
Thomas Hellen, Former City Engineer
115 Main St South, Suite H
Hailey, ID 83333
tom.hellen@greeleygov.com
(970) 350-9793

DATES OF SERVICE

01/2011 – 05/2012
Project was completed within the original schedule.

BUDGET

Fee (Start): \$178,000
Fee (End): \$243,823
Added public involvement scope.

**D.2 REFERENCES**

The best predictor of future performance is past performance on similar projects. We encourage you to contact the following client references:

City of Deer Park, WA

Roger Krieger
Community Service Director
PO Box F
Deer Park WA 99006
rkrieger@ci.deerpark.wa.us
(509) 276-8802

Projects: H and Main
Reconstruction and
Crawford Avenue
Reconstruction (page D-1)

City of Hailey, ID

Thomas Hellen
Former City Engineer
115 Main St South, Suite H
Hailey, ID 83333
tom.hellen@greeleygov.com
(970) 350-9793

Project: Woodside Blvd
and Fox Acres Roundabout
(above)

Town of Breckenridge, CO

Chris McGinnis
Project Manager
1095 Airport Road
Breckenridge, CO 80424
chrism@townofbreckenridge.com
(970) 453-3183

Projects: Park Avenue/SH-9 &
Village Road Roundabout (see
List of Similar Projects matrix
on page C-8) and Riverwalk
Lawn Connection Pedestrian
Improvements





COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 41-20, Authorizing an Award of Bid to Magnum Power, LLC for Rebid: Dock Crew - Miscellaneous Projects.

Department:

Energy Services

Ordinance/Resolution Number:

41-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 41-20, authorizing the City Manager to sign and execute a construction agreement with Magnum Power, LLC for the rebid Dock Crew - Miscellaneous Projects.

Summary:

The 2020-2025 Capital Improvement Plan includes various projects related to electric utility renewal and replacement. Dock Crews will be used to install underground cable into existing conduit as part of the identified renewal and replacement work. This project has identified six (6) locations in need of underground cable replacement. As a result of this work, the impact to surrounding structures and personal property will be minimized, along with system outage time.

The City received five bids on January 28, 2020, with a low bid of \$1,447,627.14 and a high bid of \$1,793,420.40. The engineers estimate for this project was \$1.2M – \$1.7M. Magnum Power was determined to be the lowest responsible bidder.

Work is scheduled to begin in March, and is expected to be completed by the end of the year.

Staff recommends adoption of Resolution No. 41-20.

Fiscal Impact:

This time and materials contract is included in the City's approved 2020-2025 Capital Improvement Plan, and funding of \$1,447,627.14 is in the City's approved 2020 Budget in the Electric Fund.

Attachments:

1. Resolution No. 41-20
2. Proposed Contract - Magnum Power, LLC
3. BID TAB

RESOLUTION NO. 41-20

A RESOLUTION of the City of Richland authorizing the award of bid to Magnum Power, LLC for Rebid: Dock Crew-Miscellaneous Projects.

WHEREAS, the City of Richland operates an electric utility providing customers reliable service at the lowest reasonable cost through wholesale power purchases, efficient operations, and energy efficiency; and

WHEREAS, some infrastructure has met or exceeded its life expectancy, and is in need of replacement to improve system reliability; and

WHEREAS, using a dock crew for miscellaneous projects will consist of installing underground cable into existing conduits to minimize impact to surrounding structures and personal property and reduce system outage time; and

WHEREAS, the City's 2020-2025 Capital Improvement Plan (CIP) includes various projects related to electric utility renewal and replacement; and

WHEREAS, the City issued solicitation 20-0008 in accordance with the City's purchasing policies; and

WHEREAS, on January 28, 2020, the City opened five (5) responsive bids; and

WHEREAS, Magnum Power, LLC submitted the lowest responsive bid in the amount of \$1,447,627.14; and

WHEREAS, the City's best interests are served by completing the project in accordance with the CIP, project design and using the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute an agreement with Magnum Power, LLC in the amount of \$1,447,627.14 for the Rebid: Dock Crews – Miscellaneous Projects, and to execute change orders in an aggregate amount of up to ten percent (10%) of the approved contract amount.

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

This space intentionally left blank.

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



City of Richland
PUBLIC WORKS CONTRACT
Contract No. _____

Rebid: Dock Crew – Miscellaneous Projects

Project Name

ITB No. 20-0008

Bid Number

THIS CONTRACT is made and entered into by and between the City of Richland (Owner), and Magnum Power, LLC, a Corporation, (Contractor). Contractor and Owner may hereinafter be referred to as “Parties.” This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: The Contractor shall perform all work and furnish all material, labor, tools, supplies, equipment, apparatus, facilities, and other services necessary for the construction of **Rebid: Dock Crew – Miscellaneous Projects, ITB No. 20-0008** in the amount of \$1,447,627.14, including taxes in accordance with the terms, conditions and covenants of the contract as set forth in the following contract documents which are hereby made a part of this agreement by actual attachment or by this reference thereto as follows:

- A. Contract Manual
- B. Washington State Department of Transportation Standard Specifications 2018 as modified by all amendments thereto as of the date of the bid opening of this Project (Standard Specifications)
- C. Special Provisions
- D. Plans, Drawings and Project Specifications
- E. Addenda (if any)
- F. Payment and Performance Bond
- G. Contractor’s Bid dated 1/28/20
- H. Any change orders, additions or deletions, if any, issued by the City

SECOND: Time for Completion: The Work to be performed under this Contract shall commence as soon as the Contractor has been officially notified to proceed and shall be substantially complete by **December 31, 2020**.

The Contractor further agrees that, from the compensation otherwise to be paid, the Owner may retain an amount specified as Liquidated Damages as refer to Paragraph 1-08.9 of the WSDOT Standard Specifications for each calendar day thereafter that the Work remains uncompleted and which sum is agreed upon as the liquidated damages, and the Parties agree this sum is not to be construed as in any sense a penalty.

THIRD: The Contractor shall provide and bear all expenses of any sort whatsoever that may be required for constructing and completing the Work provided for in the Contract Documents, except such as are mentioned in the Contract Documents as being the responsibility of the Owner or other parties. Owner hereby agrees to pay the Contractor the Contract Award Amount indicated below, not including State Sales Tax, as consideration for the agreements set forth above, including but not limited to, Contractor’s completion of all Work, in strict accord with the Contract Documents, as follows:



City of Richland
PUBLIC WORKS CONTRACT
Contract No. _____

Base Bid	=	<u>1,332,990.00</u>
Sales Tax (if applicable):	8.6%	<u>114,637.14</u>
CONTRACT AWARD AMOUNT:	=	<u>1,447,627.14</u>

No liability shall attach to the Owner by reason of entering into this Contract, except as expressly provided herein. The Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

If any portion of this Contract is found to be invalid by the Superior Court of Benton County, such invalidation of such portion shall not invalidate the remaining portions of the Contract, and they shall remain in full force and effect as written.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER:

CONTRACTOR:

CITY OF RICHLAND

MAGNUM POWER, LLC

By: _____
Signature _____ Date _____
Name: Cynthia D. Reents
Title: City Manager

By: _____
Signature _____ Date _____
Name: _____
Title: _____

Attest: _____
Signature _____ Date _____
Name: Jennifer Rogers
Title: City Clerk

Form Approved: _____
Signature _____ Date _____
Name: Heather Kintzley
Title: City Attorney



City of Richland

DATE BIDS OPENED: 1/28/20 2:00 PM	ITB # 20-0008	DATE BIDS OPENED: 1/28/20 2:00 PM
REBID: DOCK CREW - MISC. PROJECTS		REBID: DOCK CREW - MISC. PROJECTS

				DJ'S ELECTRICAL BRUSH PRAIRIE, WA		MAGNUM POWER CASTLE ROCK, WA		STURGEON ELECTRIC TROUTDALE, OR		POTELCO, INC SUMNER,WA		AMERICAN ELECTRICAL SERVICES BUCKLEY, WA	
Item	Description	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A-1	4-man Basic Construction Crew and Equipment as specified in SR-13 and SR-14 (2020 Straight Time Rate)	2,400	HRS		NONRESPONSIVE	540.90	1,298,160.00	570.00	1,368,000.00	596.42	1,431,408.00	673.00	1,615,200.00
A-2	4-man Basic Construction Crew and Equipment as specified in SR-13 and SR14 (2020 Overtime Rate) (shall not exceed 200% of Straight Time Rate)	40	HRS		NONRESPONSIVE	870.75	34,830.00	844.00	33,760.00	1,033.35	41,334.00	905.00	36,200.00
SUBTOTAL						\$1,332,990.00		\$1,401,760.00		\$1,472,742.00		\$1,651,400.00	
8.6% SALES TAX						114,637.14		120,551.36		126,655.81		142,020.40	
TOTAL						\$1,447,627.14		\$1,522,311.36		\$1,599,397.81		\$1,793,420.40	
GRAND TOTAL				NONRESPONSIVE		\$1,447,627.14		\$1,522,311.36		\$1,599,397.81		\$1,793,420.40	



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Resolutions - Adoption

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Subject:

Resolution No. 42-20, Authorizing the Submittal of an Application to the Washington State Department of Transportation Safety Grant Program

Department:
Public Works

Ordinance/Resolution Number:
42-20

Document Type:
Resolution

Recommended Motion:

Adopt Resolution No. 42-20, authorizing staff to prepare and submit grant applications to the Washington State Department of Transportation's 2020 City Safety Grant program.

Summary:

The Washington State Department of Transportation (WSDOT) has issued a Call for Projects for its 2020 City Safety Program, the purpose of which is to reduce fatal and serious injury collisions using engineered infrastructure solutions. Approximately \$25 million will be awarded, requiring matching funds in the amount of ten percent (10%) for design and right-of-way expenses and no matching funds for construction.

The 2020 Program includes two subprograms, a Spot Location Program, in which projects must be at a specific intersection, spot or mid-block, and a Systemic Program, in which projects are identified through a city local road safety plan that identifies and prioritizes projects based on the top crash type. Projects in the Systemic Program can be on corridors throughout a city. Public Works Engineering staff have evaluated the grant program criteria and improvement opportunities, and are recommending applications that, if funded, will improve travel safety in the City.

Public Works Engineering staff have also updated the division's local road safety plan, which identifies intersection enhancements and pedestrian crossing enhancements that can be installed at select locations throughout Richland. The local road safety plan will qualify Richland for a Systemic Program grant.

Projects identified as benefiting from a grant award include pedestrian crossing enhancements at George Washington Way and Newton, Jadwin Avenue and Catskill, as well as restriping of Jadwin Avenue to support bicycle lanes and reduced distance pedestrian crossings between Swift Boulevard and north Stevens Drive. Additionally, staff continues to analyze available crash data, facility improvement opportunities, and program criteria. This analysis may lead to additional elements being added to the City's application. The applications are due in early March with awards likely announced late in 2020.

Staff recommends adoption of Resolution No. 42-20.

Fiscal Impact:

Staff resources will be used to complete the majority of the application preparation. If awarded, the grant value could approach \$500,000 with a matching funds requirement of less than \$25,000. The projects will be implemented in future years, so required matching funds would be proposed in future years' budgets.

Attachments:

- I. Resolution No. 42-20

RESOLUTION NO. 42-20

A RESOLUTION of the City of Richland authorizing the submittal of grant applications to the Washington State Department of Transportation's 2020 City Safety Grant Program.

WHEREAS, the Washington State Department of Transportation (WSDOT) has issued a Call for Projects for its 2020 City Safety Program (the "Program"); and

WHEREAS, the purpose of the Program is to reduce fatal and serious injury collisions using engineered infrastructure solutions; and

WHEREAS, the Program is funded through Federal Highway Safety Improvement Program funding in the amount of \$25 million; and

WHEREAS, the Program requires matching funds in the amount of ten percent (10%) for design and right-of-way expenses, and no matching funds for construction; and

WHEREAS, the 2020 Program includes two subprograms, a Spot Location Program, which requires projects to be at a specific intersection, spot or mid-block, and a Systemic Program, in which projects are identified through a city local road safety plan that identifies and prioritizes projects based on the top crash type. Projects in the Systemic Program can be on corridors throughout a city; and

WHEREAS, the Program criteria and improvement opportunities on the City transportation system have been evaluated by staff, who are recommending applications that, if funded, will improve travel safety within the city; and

WHEREAS, the City's local road safety plan, which was recently updated, identifies intersection enhancements and pedestrian crossing enhancements that can be installed at select locations throughout Richland. The local road safety plan will qualify Richland for a Systemic Program grant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that staff is authorized to complete and submit grant applications to the Washington State Department of Transportation for the following projects:

1. Richland Systemic Traffic Safety Program improvements:
 - a. Pedestrian Crossing Enhancement on George Washington Way at Newton;
 - b. Pedestrian Crossing Enhancement on Jadwin Avenue at Catskill;
 - c. Restriping of Jadwin Avenue to support bicycle lanes and reduced distance pedestrian crossings between Swift Boulevard and north Stevens Drive;
 - d. Other vehicular and non-vehicular improvements determined to likely qualify for funding and yield benefits for the City.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Expenditures - Approval

Core Focus Area I - Promote Financial Stability & Operational Effectiveness

Subject:

Expenditures from February 10, 2020 - February 21, 2020 for \$9,226,946.66 including Check Nos. 276683-277094, Travel Check Nos. 19906-19911, Wire Nos. 8016-8032, Payroll Check Nos. 161680-162225, and Payroll Wire/ACH Nos. 11384-11400.

Department:

Administrative Services

Ordinance/Resolution Number:

Document Type:

Expenditures

Recommended Motion:

Approve the expenditures from February 10, 2020 to February 21, 2020 in the amount of \$9,226,946.66

Summary:

Breakdown of Expenditures:

Check Nos.	276683-277094	1,937,489.80
Travel Check Nos.	19906-19911	2,837.01
Wire Nos.	8016-8032	4,774,291.55
Payroll Check Nos.	161680-162225	1,122,915.47
Payroll Wires/ACH	11384-11400	1,389,412.83
TOTAL		\$9,226,946.66

Fiscal Impact:

Total Disbursements: \$9,226,946.66

Attachments:

1. Summary-Breakdown of Expenditures
2. Check & Travel Check Nos
3. Wire Nos
4. Payroll Check Detail
5. Payroll Wire and ACH Nos.

Summary - Breakdown of Expenditures - 2/10/2020 - 2/21/2020

AP-EXP-SUMMARY-001

Expenditure Breakdown Summary

	START CHECK	END CHECK	CHECK COUNT	CHECK TOTALS	VOID AMT
Travel Check Nos.	19906	19911	6	\$2,837.01	\$0.00
AP Check Nos.	276683	277094	412	\$1,937,489.80	\$0.00
AP Wire Nos.	8016	8032	7	\$4,774,291.55	\$0.00
Payroll Wire/ACH Nos.	11384	11400	17	\$1,389,412.83	\$0.00
Payroll Check Nos.	161680	162225	546	\$1,122,915.47	\$0.00

No Pension Checks

\$9,226,946.66

AP (Non-Payroll) Check Processing Log - MUNIS 2/10/2020 - 2/21/2020

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	02/12/2020	19906	P	30385	FULTON, TONI	\$144.00	0	021220AT	20-077 FULTON MRSC PRA BASICS
	02/12/2020	19907	P	30757	LETRICK, R. KIM	\$298.24	0	021220AT	20-057 LETTRICK STATE AC MEETI
	02/12/2020	19908	P	30280	OLLERMAN, TRACEY	\$248.24	0	021220AT	20-060 OLLERMAN STATE AC MEETI
	02/12/2020	19909	P	30485	RICHMAN, DUSTIN	\$757.60	0	021220AT	20-008 REID INTERVIEWING TECHN
	02/12/2020	276683	P	10000	ABADAN INC	\$1,443.29	0	021220I	PROSECUTION OFFER SHEETS
	02/12/2020	276684	P	10838	GRIGG ENTERPRISES INC	\$735.94	0	021220I	HOWARD AMON - HOSE BIBB
	02/12/2020	276685	P	11197	LUCAS M MILLER	\$2,116.68	0	021220I	2020 RAILROAD CROSSING INSPECT
	02/12/2020	276686	P	11532	AIR REPS LLC	\$293.96	0	021220I	RPD - HVAC MOTOR
	02/12/2020	276687	P	11213	ALTEC INDUSTRIES INC	\$550.58	0	021220I	HOSE ASSY VEH#3313 WO#57069
	02/12/2020	276688	P	10504	ABM JANITORIAL NORTHWEST	\$2,237.30	0	021220I	RCC - STRIP & WAX FLOOR, SHAMP
	02/12/2020	276689	P	10705	AMERICAN ROCK PRODUCTS INC	\$472.59	0	021220I	3500 PSI 5.5 SK EXT 3/4" 1 CY
	02/12/2020	276690	P	10537	APOLLO INC	\$129,187.68	0	021220I	DUPORTAIL BRIDGE - WORK IN JAN
	02/12/2020	276691	P	999000	AUREF	\$8,445.16	0	021220I	1 MASTER ACCOUNT
	02/12/2020	276692	P	999000	AUREF	\$286.81	0	021220I	UTILITY REFUND OVER PAYMENT
	02/12/2020	276693	P	11079	AUTOZONE STORES LLC	\$279.40	0	021220I	WIRE DRYER VEH#3315 WO#57255
	02/12/2020	276694	P	10518	BEAVER BARK & ROCK	\$534.27	0	021220I	BEVERLY HEIGHTS - BACKSTOP
	02/12/2020	276695	P	11076	BELL BROWN & RIO PLLC	\$23,996.58	0	021220I	PROSECUTION SERVICES-FEBRUARY
	02/12/2020	276696	P	10207	BENTON COUNTY AUDITOR	\$17,126.24	0	021220I	2019 GENERAL ELECTION
	02/12/2020	276697	P	10009	BENTON COUNTY TREASURER	\$456.64	0	021220I	CRIME VICTIMS BCDC JAN 20
	02/12/2020	276698	P	10009	BENTON COUNTY TREASURER	\$29,078.01	0	021220I	BENTON COUNTY DISTRICT COURT A
	02/12/2020	276699	P	10008	BENTON PUD	\$3,030.95	0	021220I	(9) WYE LIGHTS-BADGER REPEATER
	02/12/2020	276700	P	11272	BOYD'S TREE SERVICE LLC	\$396.64	0	021220I	5% RETENTION ON INVOICE 6809 2
	02/12/2020	276701	P	10019	BRUTZMAN'S OFFICE SOLUTIONS	\$5,752.10	0	021220I	ECON DEV OFFICE RECONFIGURATIO
	02/12/2020	276702	P	12368	CALFO EAKES & OSTROVSKY PLLC	\$21,726.75	0	021220I	RANDOLPH PETERSON ET AL V POR
	02/12/2020	276703	P	11868	CAROLLO ENGINEERS, INC	\$9,388.75	0	021220I	WTP SOLIDS HANDLING IMPRV - JA
	02/12/2020	276704	P	10026	CASCADE NATURAL GAS CORP	\$14,010.52	0	021220I	CITY HALL - JAN GAS BILL
	02/12/2020	276705	P	10240	CENTRAL HOSE & FITTINGS INC	\$1,103.16	0	021220I	HOSE REPAIR/ ALUMINUM CRIMP SL
	02/12/2020	276706	P	10597	CHARTER COMMUNICATIONS	\$161.89	0	021220I	CABLE SVCS 01/30-02/29/20
	02/12/2020	276707	P	10072	CITY OF KENNEWICK	\$6,190.87	0	021220I	COLUMBIA PLAYFIELDS - FENCING
	02/12/2020	276708	P	10055	CITY OF PASCO	\$28,295.11	0	021220I	4th Quarter HOME reimbursement
	02/12/2020	276709	P	10261	CITY OF RICHLAND	\$139,613.83	0	021220I	CITY UTILITY BILLS/JAN 2020
	02/12/2020	276710	P	11516	COLEMAN OIL COMPANY	\$13,750.69	0	021220I	FLEET CARD LOCK FUEL 2/3-2/7/
	02/12/2020	276711	P	11907	SYCURE CORP	\$800.00	0	021220I	100MBPS FULL DUPLEX INTERNET S
	02/12/2020	276712	P	10190	COLUMBIA ELECTRIC SUPPLY	\$95,000.00	0	021220I	2013 SAINT - LAMB WESTON I II
	02/12/2020	276713	P	12270	COMPUNET, INC	\$6,785.33	0	021220I	VEAMM RENEWAL 03/20/20-03/19/2
	02/12/2020	276714	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$688.07	0	021220I	LIBRARY - LIGHTS
	02/12/2020	276715	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$3,172.11	0	021220I	FLEX CONN, HUBS, COVER
	02/12/2020	276716	P	11444	CTS LANGUAGE LINK	\$760.13	0	021220I	TRANSLATION SVCS 01/01-01/31/2
	02/12/2020	276717	P	10826	CORRECT EQUIPMENT INC	\$6,047.20	0	021220I	ACCU-TAB 55# 48 FREIGHT
	02/12/2020	276718	P	11526	CORWIN OF PASCO LLC	\$103.13	0	021220I	BATTERY CABLE VEH#2422 WO#572
	02/12/2020	276719	P	30166	CUMMINS NORTHWEST LLC	\$2,257.55	0	021220I	ENG LEAK VEH#5036 WO#57151
	02/12/2020	276720	P	10039	DAILY JOURNAL OF COMMERCE	\$277.20	0	021220I	RFQ 20-0010 TRAFFIC CONTROL PR
	02/12/2020	276721	P	11445	DAY MANAGEMENT CORPORATION	\$36,055.11	0	021220I	2020 MAINTENANCE AGREEMENT REN
	02/12/2020	276722	P	10756	DELL COMPUTER CORPORATION	\$42,487.95	0	021220I	OPTIPLEX 5070 SFF MLK
	02/12/2020	276723	P	10139	DEPARTMENT OF ECOLOGY	\$5,649.34	0	021220I	ECOLOGY LOAN L9700040 - PMT #3
	02/12/2020	276724	P	11830	DSU PETERBILT & GMC INC	\$5,381.83	0	021220I	CIR BOARD, COIL VEH#3315 WO#5
	02/12/2020	276725	P	12040	EN POINTE TECHNOLOGIES SALES LLC	\$7,396.83	0	021220I	WINDOWS SERVER LICENSE TRUE UP
	02/12/2020	276726	P	10431	FAST SIGNS	\$35.19	0	021220I	DECALS VEH#3352 WO#57200
	02/12/2020	276727	P	10508	FASTENAL COMPANY	\$634.52	0	021220I	SAFETY GLASS-CRAWFORD
	02/12/2020	276728	P	11264	FCS GROUP	\$560.00	0	021220I	C220-16 COSA & RATE DESIGN SUP
	02/12/2020	276729	P	10315	FERGUSON ENTERPRISES INC #3007	\$165.74	0	021220I	PVC GLUE, ADAPTER
	02/12/2020	276730	P	10289	FIELD INSTRUMENTS & CONTROLS INC	\$741.39	0	021220I	REPLACEMENT JUNCTION BOX POWER
	02/12/2020	276731	P	10873	FILTRATION TECHNOLOGY INC	\$2,821.25	0	021220I	CARUS AQUA MAG 8100 30 GAL QTY

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	02/12/2020	276732	P	11010	GARDA CL NORTHWEST INC	\$516.12	0	0212201	ARMORED CAR SERVICES FEB 2020
	02/12/2020	276733	P	10946	GLOBAL EQUIPMENT COMPANY	\$469.56	0	0212201	FLOOR SCRUBBER REPAIR PARTS
	02/12/2020	276734	P	10203	GRAINER	\$3,467.34	0	0212201	SUMP PUMP
	02/12/2020	276735	P	31030	GROENEVELD LUBRICATION SOLUTIONS INC.	\$4,457.33	0	0212201	INSTALLATION OF AUTO GREASER
	02/12/2020	276736	P	11665	GTP INVESTMENTS LLC	\$2,868.82	0	0212201	C22-86 BADGER MTN LEASE FOR CI
	02/12/2020	276737	P	11813	HERC RENTALS INC	\$912.24	0	0212201	MINI - EXCAVATOR 9000-11999 LB
	02/12/2020	276738	P	12200	HUGHES FIRE EQUIPMENT, INC.	\$51.48	0	0212201	COWL VEH#5051 WO#57268
	02/12/2020	276739	P	31054	HURLEY ENGINEERING	\$2,304.89	0	0212201	CMBE BOOSTER REPLACEMENT FOR B
	02/12/2020	276740	P	30560	INTERMOUNTAIN LOCK AND SECURITY SUPPLY	\$113.58	0	0212201	CITY HALL - LOCKS
	02/12/2020	276741	P	10474	INSITUFORM TECHNOLOGY INC	\$18,562.88	0	0212201	2019 TRENCHLESS SEWER REHAB PR
	02/12/2020	276742	P	11843	IRON MOUNTAIN INC	\$177.49	0	0212201	SHRED SERVICE
	02/12/2020	276743	P	10062	IRRIGATION SPECIALISTS INC	\$239.46	0	0212202	OPERATOR W/G FOR 10" VALVES TM
	02/12/2020	276744	P	10559	ISS-WONDERWARE	\$19,792.34	0	0212203	SOFTWARE RENEWAL,WONDERWARE CU
	02/12/2020	276745	P	10406	JUB ENGINEERS INC	\$13,434.43	0	0212204	CENTRAL RHLD TRANSPORTATION ST
	02/12/2020	276746	P	10069	KELLEY'S TELE-COMMUNICATIONS INC	\$158.80	0	0212205	ANSWERING SERVICE - JAN 2020
	02/12/2020	276747	P	10868	KEMIRA WATER SOLUTIONS INC	\$12,711.60	0	0212206	KEMIRA PAX-XL 19 BULK
	02/12/2020	276748	P	10071	KENNEWICK INDUSTRIAL & ELECTRICAL SUPPLY	\$60.72	0	0212207	VALVE ELEC/ NIPPLE PVC
	02/12/2020	276749	P	11667	KENWORTH SALES COMPANY	\$1,112.25	0	0212208	BRAKE CAN VEH#3320 WO#57296
	02/12/2020	276750	P	11110	KLIKITAT COUNTY PUD	\$256.75	0	0212209	GOLGOTHA UTILITIES 12/31/19-01
	02/12/2020	276751	P	12490	KNUTZEN ENGINEERING	\$2,820.00	0	0212210	CONSULTING SVCS BADGER MNT PAR
	02/12/2020	276752	P	10432	LANGUAGE LINE SERVICES LLC	\$147.01	0	0212211	TRANSLATION SVCS 01/01-01/31/2
	02/12/2020	276753	P	10219	LES SCHWAB TIRE CENTER	\$131.40	0	0212212	CHAINS VEH#2388 WO#57281
	02/12/2020	276754	P	10298	LN CURTIS & SONS	\$1,116.44	0	0212213	VEST/THREAT PLATE/CARRIER KOE
	02/12/2020	276755	P	31127	LUNDSTROM, TIFFANY	\$441.78	0	0212214	SIDEWALK REPAIR PROGRAM - 620
	02/12/2020	276756	P	10093	MCCURLEY CHEVROLET	\$175.17	0	0212215	TRANS FILTER, FLUID VEH#2413
	02/12/2020	276757	P	10233	MICROFLEX INC	\$1,368.36	0	0212216	TAXTOOLS ANNUAL ONLINE SERVICE
	02/12/2020	276758	P	11835	MILLER PAINT COMPANY INC	\$581.07	0	0212217	COMFORT STATION - PAINT SUPPLI
	02/12/2020	276759	P	10660	MILNE NAIL, POWER TOOL & REPAIR	\$36.86	0	0212218	LOCKNUT ASSY VEH#2399 WO#57120
	02/12/2020	276760	P	31116	BAS INC	\$825.34	0	0212219	CITIZENS ACADEMY BOOKS (45)
	02/12/2020	276761	P	11163	MIWALL CORPORATION	\$2,207.70	0	0212220	Sniper Ammunition
	02/12/2020	276762	P	10083	MONARCH MACHINE & TOOL CO INC	\$157.09	0	0212221	PIPE VEH#3353 WO#57152
	02/12/2020	276763	P	11153	JT AUTOMOTIVE PARTS INC	\$1,065.83	0	0212222	SOLENOID VEH#9500 WO#57020
	02/12/2020	276764	P	30088	NCR PAYMENT SOLUTIONS, FL, LLC	\$43,603.60	0	0212223	MERCHANT SERVICE CHARGES JAN 2
	02/12/2020	276765	P	10263	NORCO INC	\$176.13	0	0212224	TREX ICE TRACTION CLEATS - ACC
	02/12/2020	276766	P	10153	NORTH COAST ELECTRIC COMPANY	\$72.68	0	0212225	IDEAL 30-1039J PUSH IN PORTS
	02/12/2020	276767	P	31027	NORTHEND TRUCK EQUIPMENT, LLC	\$22,526.41	0	0212226	Dump Truck Wing Plow
	02/12/2020	276768	P	10981	OIL RE-REFINING CO	\$125.00	0	0212227	USED OIL TESTING/HAUL-1/31/202
	02/12/2020	276769	P	10357	OXARC INC	\$1,129.08	0	0212228	JANUARY CYLINDER RENTAL
	02/12/2020	276770	P	11090	PASCOR	\$651.72	0	0212229	Insulators & Switches
	02/12/2020	276771	P	10507	PARADISE BOTTLED WATER CO	\$160.00	0	0212230	BOTTLED WATER FOR DECEMBER
	02/12/2020	276772	P	10971	PARAMOUNT COMMUNICATIONS INC	\$710.75	0	0212231	FIBER BUILD-TACO TIME CONTRACT
	02/12/2020	276773	P	10540	PAVEMENT SURFACE CONTROL	\$730.00	0	0212232	C453-19 12/31 GWAY Traffic Con
	02/12/2020	276774	P	10456	PERMIT SURVEYING INC	\$2,700.00	0	0212233	RECORD SURVEY AND CONSOLIDATIO
	02/12/2020	276775	P	12238	REXEL USA, INC	\$30.22	0	0212234	CITY HALL - ELECTRICAL
	02/12/2020	276776	P	11026	POCKETINET COMMUNICATIONS INC	\$770.00	0	0212235	INTERNET SERVICES 03/01-04/01/
	02/12/2020	276777	P	11434	THOMAS M PORS	\$525.00	0	0212236	WATER RIGHTS REVIEW - WORK IN
	02/12/2020	276778	P	30887	PowerDMS, INC.	\$737.14	0	0212237	POWERDMS LICENSES
	02/12/2020	276779	P	31122	RAIL TO ROAD MOBILE FLEET SERVICE LLC	\$13,408.11	0	0212238	INSTALLATION DMF HYRAIL SYSTEM
	02/12/2020	276780	P	10102	RANCH AND HOME INC	\$292.14	0	0212239	PALLET WTR SOFT SALT 50 LB
	02/12/2020	276781	P	10047	RDO EQUIPMENT CO	\$69.76	0	0212240	FILTER KIT VEH#6614 WO#57014
	02/12/2020	276782	P	11012	RH2 ENGINEERING INC	\$11,943.83	0	0212241	WTP INTAKE SCREEN UPGRADE - WO
	02/12/2020	276783	P	31112	RICHLAND ROTARY CLUB INC.	\$300.00	0	0212242	ROTARTY DUES - REENTS 2Q19
	02/12/2020	276784	P	10647	RIVER CITY TOWING INC	\$195.48	0	0212243	TOW CHARGE
	02/12/2020	276785	P	11488	RWC INTERNATIONAL LTD	\$101.97	0	0212244	BLOCK HEATER VEH#3353 WO#57152
	02/12/2020	276786	P	11098	SCHINDLER ELEVATOR CORPORATION	\$110.76	0	0212245	FEBRUARY CHAIR LIFT INSPECTION
	02/12/2020	276787	P	10311	SEA WESTERN INC	\$15,277.09	0	0212246	70 Pair of LION TRI-CERTIFIED
	02/12/2020	276788	P	10617	SIEMENS INDUSTRY INC BUILDING TECHNOLOGY	\$5,344.42	0	0212247	RTS FULL HMI, TRIM PLATE

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	02/12/2020	276789	P	11629	TRUCKPRO HOLDING CORPORATION	\$590.20	0	0212248	GREASE CAP PLUGS VEH#4130 WO#5
	02/12/2020	276790	P	10440	SOLID WASTE SYSTEMS INC	\$389.66	0	0212249	TAILGATE HARNESS VEH#3344 WO
	02/12/2020	276791	P	10536	SPRAGUE PEST SOLUTIONS	\$413.04	0	0212250	PEST CONTROL AT RANGE
	02/12/2020	276792	P	11256	STERICYCLE INC	\$32.38	0	0212251	HAZ WASTE DISPOSAL
	02/12/2020	276793	P	10393	STONEWAY ELECTRIC SUPPLY	\$128.12	0	0212252	COLUMBIA PLAYFIELD - OUTLET RE
	02/12/2020	276794	P	10961	TACOMA SCREW PRODUCTS INC	\$2,413.96	0	0212253	SCREWS, WASHERS, NUTS VEH#322
	02/12/2020	276795	P	11262	TELE WORKS INC	\$27,584.00	0	0212254	INFINITY TELECONNECT, ALERTWOR
	02/12/2020	276796	P	30086	TELEFLEX LLC	\$1,144.54	0	0212255	AIRTRAQ SP-SMALL SIZE 2
	02/12/2020	276797	P	10246	TEREX UTILITIES	\$38.02	0	0212256	DOCK BUMPERS VEH#3252 WO#5711
	02/12/2020	276798	P	10612	TESTAMERICA LABORATORIES INC	\$7,481.00	0	0212257	LANDFILL MONITORING - LAB TEST
	02/12/2020	276799	P	10242	GALLURY INC	\$559.29	0	0212258	LIBRARY - SNAKE ROOF DRAIN
	02/12/2020	276800	P	11341	THE FAB SHOP LLC	\$850.34	0	0212259	HYD SPINNER MOTOR VEH#6568 WO#
	02/12/2020	276801	P	11108	THE PERSONAL TOUCH CLEANING INC	\$14,481.88	0	0212260	SHOPS 300 - JAN CLEANING
	02/12/2020	276802	P	10120	THERMAL SUPPLY INC	\$1,474.31	0	0212261	CITY HALL - HVAC PARTS
	02/12/2020	276803	P	11626	TTB, LLC	\$126.00	0	0212262	JANUARY CAR WASHES
	02/12/2020	276804	P	11771	TOTAL COLLISION AND INJURY CARE LLC	\$120.00	0	0212263	DOT PHYSICAL-J. MARROW
	02/12/2020	276805	P	10395	TOTAL ENERGY MANAGEMENT INC	\$2,429.00	0	0212264	RETAINAGE CONTRACT #178-19
	02/12/2020	276806	P	11239	TOTAL SITE SERVICES LLC	\$36,895.93	0	0212265	GWV PAVEMENT PRESERVATION-WORK
	02/12/2020	276807	P	10122	TRAFFIC SAFETY SUPPLY CO INC	\$1,431.35	0	0212266	Road Delineators
	02/12/2020	276808	P	10187	TRANS UNION LLC	\$134.03	0	0212267	RECORDS SEARCH ACCT ID 204527
	02/12/2020	276809	P	10642	TREASURE VALLEY COFFEE CO OF THE COLUMBIA BASIN	\$200.00	0	0212268	COFFEE FOR RCC
	02/12/2020	276810	P	10293	TRI CITY SIGN & BARRICADE	\$60.82	0	0212269	FLARED LEG BRACKET
	02/12/2020	276811	P	10129	TWIN CITY METALS INC	\$639.66	0	0212270	YARD IRON TM8004/FLAP DISC TOO
	02/12/2020	276812	P	10202	UTILITIES UNDERGROUND LOCATION CENTER	\$358.62	0	0212271	UTILITY LOCATES- JAN 2020
	02/12/2020	276813	P	11395	INLAND NW FRANCHISING INC	\$625.00	0	0212272	CLEANING SERVICES 02/01-02/29/
	02/12/2020	276814	P	11802	TRI CITIES VISITOR & CONVENTION BUREAU	\$20,873.70	0	0212273	December 2019 Contract Dues
	02/12/2020	276815	P	10427	WA STATE DEPARTMENT OF HEALTH	\$33,730.95	0	0212274	WTR SYS OP PERMIT 2020
	02/12/2020	276816	P	10140	WASHINGTON STATE PATROL	\$55.00	0	0212275	VOLUNTEER BACKGROUND CHECK
	02/12/2020	276817	P	10173	WASHINGTON STATE TREASURER	\$25,768.24	0	0212276	01/20 FINES & FORFEITURES BC
	02/12/2020	276818	P	10815	WATER SOLUTIONS INC	\$67.33	0	0212277	WATER FILTRATION SVCS 2/7-3/6/
	02/12/2020	276819	P	11015	WEBCHECK INC	\$974.14	0	0212278	WEBCHECK SERVICE JAN 2020
	02/12/2020	276820	P	10839	WESTERN CONCRETE ACCESSORIES	\$70.11	0	0212279	CAP MUSHROOM BOX OF 100
	02/12/2020	276821	P	10059	WESTERN STATES EQUIPMENT COMPANY	\$12,843.71	0	0212280	SLEEVES VEH#3335 WO#55943
	02/12/2020	276822	P	10267	WESTERN SYSTEMS & FABRICATION INC	\$2,656.43	0	0212281	AIR FITTINGS VEH#3335 WO#5715
	02/12/2020	276823	P	10147	WILBUR ELLIS COMPANY	\$4,065.55	0	0212282	ESPLANADE
	02/12/2020	276824	P	10079	BENTON COUNTY DISTRICT COURT	\$83.00	0	0212283	DDD Appeal Case #CO567702
	02/14/2020	276825	P	11063	A & E TOWING LLC	\$241.64	0	0212284	TOW CHARGE FOR VEH#5044 WO#57
	02/14/2020	276826	P	10000	ABADAN INC	\$354.47	0	0212285	ENGINEERING COLOR COPIES
	02/14/2020	276827	P	10838	GRIGG ENTERPRISES INC	\$414.62	0	0212286	FRANKFORT GARDEN - IRRIGATION
	02/14/2020	276828	P	999000	AUREF	\$90.16	0	0212287	2100 BELLERIVE DR E102
	02/14/2020	276829	P	999000	AUREF	\$33.45	0	0212288	1845 LESLIE RD F120
	02/14/2020	276830	P	999000	AUREF	\$96.12	0	0212289	2000 STEVENS DR 136
	02/14/2020	276831	P	999000	AUREF	\$46.61	0	0212290	407 WILSON ST
	02/14/2020	276832	P	999000	AUREF	\$117.18	0	0212291	1453 OXFORD AVE
	02/14/2020	276833	P	999000	AUREF	\$190.61	0	0212292	1316 ALAMEDA CT
	02/14/2020	276834	P	999000	AUREF	\$117.42	0	0212293	2555 DUPORTAIL ST H162
	02/14/2020	276835	P	999000	AUREF	\$83.38	0	0212294	1775 COLUMBIA PARK TRL 138
	02/14/2020	276836	P	999000	AUREF	\$93.98	0	0212295	2555 DUPORTAIL ST B216
	02/14/2020	276837	P	999000	AUREF	\$30.07	0	0212296	CK 275726 REISSUE KELVIN ITAKU
	02/14/2020	276838	P	999000	AUREF	\$65.60	0	0212297	1529 COLUMBIA PARK TRL Apt 302
	02/14/2020	276839	P	999000	AUREF	\$84.82	0	0212298	451 WESTCLIFFE BLVD Apt G253
	02/14/2020	276840	P	999000	AUREF	\$21.48	0	0212299	451 WESTCLIFFE BLVD Apt C324
	02/14/2020	276841	P	999000	AUREF	\$93.61	0	0212300	2124 ANNA AVE
	02/14/2020	276842	P	999000	AUREF	\$95.63	0	0212301	2124 ANNA AVE
	02/14/2020	276843	P	999000	AUREF	\$26.37	0	0212302	1104 WILLIAMS BLVD
	02/14/2020	276844	P	999000	AUREF	\$278.40	0	0212303	450 MATEO CT
	02/14/2020	276845	P	999000	AUREF	\$69.13	0	0212304	109 PEACH TREE LN

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	02/14/2020	276846	P	999000	AUREF	\$348.86	0	0212305	1213 ACACIA AVE
	02/14/2020	276847	P	999000	AUREF	\$61.82	0	0212306	1878 FOWLER ST 58
	02/14/2020	276848	P	999000	AUREF	\$124.27	0	0212307	2205 DALLAS ST
	02/14/2020	276849	P	999000	AUREF	\$105.01	0	0212308	1850 STEVENS DR 107
	02/14/2020	276850	P	999000	AUREF	\$6.57	0	0212309	250 GAGE BLVD 4052
	02/14/2020	276851	P	999000	AUREF	\$75.04	0	0212310	1878 FOWLER ST 10
	02/14/2020	276852	P	999000	AUREF	\$145.70	0	0212311	1108 TORBETT ST
	02/14/2020	276853	P	999000	AUREF	\$14.00	0	0212312	434 WISHKAH DR
	02/14/2020	276854	P	999000	AUREF	\$39.64	0	0212313	1517 GOETHALS DR
	02/14/2020	276855	P	999000	AUREF	\$87.79	0	0212314	2100 BELLERIVE DR T200
	02/14/2020	276856	P	999000	AUREF	\$78.83	0	0212315	2555 DUPORTAIL ST H163
	02/14/2020	276857	P	999000	AUREF	\$92.58	0	0212316	422 GREENBROOK PL
	02/14/2020	276858	P	999000	AUREF	\$14.10	0	0212317	2115 BRIARWOOD CT
	02/14/2020	276859	P	999000	AUREF	\$51.80	0	0212318	1060 BADGER VALLEY WAY
	02/14/2020	276860	P	999000	AUREF	\$232.80	0	0212319	2001 DUPORTAIL ST
	02/14/2020	276861	P	999000	AUREF	\$200.27	0	0212320	904 BIRCH AVE
	02/14/2020	276862	P	999000	AUREF	\$101.17	0	0212321	1104 POMPAO CT
	02/14/2020	276863	P	11126	B AND B TRAILERS LLC	\$407.25	0	0212322	CYLINDER VEH#4146 WO#57352
	02/14/2020	276864	P	10367	BANK OF AMERICA	\$2,189.12	0	0212323	BANK ANALYSIS FEES JAN 2020
	02/14/2020	276865	P	11608	THERMO KING NORTHWEST, INC	\$1,989.24	0	0212324	GRINDER TEETH VEH#6570 WO#573
	02/14/2020	276866	P	11272	BOYD'S TREE SERVICE LLC	\$24,031.55	0	0212325	TREE PRUNING & VEGETATION MANA
	02/14/2020	276867	P	12390	BRANOM OPERATING COMPANY, LLC	\$513.97	0	0212326	FLOAT LEVEL SWITCHES & WEIGHTS
	02/14/2020	276868	P	12320	BUILDERS FIRSTSOURCE, INC	\$87.75	0	0212327	1"X2"-48" WOOD STAKES 2 BNDLS
	02/14/2020	276869	P	12229	CANON FINANCIAL SERVICES, INC	\$554.78	0	0212328	CANON GRAPHICS EQUIPMENT SN:XL
	02/14/2020	276870	P	10026	CASCADE NATURAL GAS CORP	\$1,460.28	0	0212329	NATURAL GAS 12/17/19-1/17/20
	02/14/2020	276871	P	10250	CH2O INC	\$64.49	0	0212330	BOILER TESTING - JAN '20 BW LA
	02/14/2020	276872	P	10318	CHICAGO TITLE INSURANCE COMPANY	\$380.10	0	0212331	SUBDIVISION GUARANTEE - PTNS 2
	02/14/2020	276873	P	10055	CITY OF PASCO	\$245.00	0	0212332	BUTTON SALES FOR THE 2019 ALL
	02/14/2020	276874	P	10261	CITY OF RICHLAND	\$4,740.67	0	0212333	BCES UTILITIES 01/02-02/03/20
	02/14/2020	276875	P	10261	CITY OF RICHLAND	\$1,176.72	0	0212334	LANDFILL - JAN BILL
	02/14/2020	276876	P	10261	CITY OF RICHLAND	\$440.00	0	0212335	2510 RIVER PARK DR CoR-PLN-200
	02/14/2020	276877	P	10261	CITY OF RICHLAND	\$1,000.00	0	0212336	1412 PERRY - HP REBATE
	02/14/2020	276878	P	10429	CODE PUBLISHING INC	\$1,388.71	0	0212337	MUNICIPAL CODE - WEB UPDATE
	02/14/2020	276879	P	11516	COLEMAN OIL COMPANY	\$4,672.95	0	0212338	LANDFILL DYED DIESEL
	02/14/2020	276880	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$103.10	0	0214201	RECYCLING BOX FOR WWTF LIGHT B
	02/14/2020	276881	P	31113	CONWAY DATA, INC.	\$6,000.00	0	0214201	ECON DEV. ADVERTISING
	02/14/2020	276882	P	11526	CORWIN OF PASCO LLC	\$589.13	0	0214201	FILTERS VEH#5043 WO#57383
	02/14/2020	276883	P	30166	CUMMINS NORTHWEST LLC	\$7.24	0	0214201	GASKET VEH#3285 WO#57212
	02/14/2020	276884	P	10452	DAYCO HEATING & AIR	\$19,520.85	0	0214201	1412 PERRY - HP LOAN
	02/14/2020	276885	P	10756	DELL COMPUTER CORPORATION	\$9,676.28	0	0214201	PRECISION 3431 SMALL FORM FACT
	02/14/2020	276886	P	10177	DEPARTMENT OF LABOR & INDUSTRIES	\$50.00	0	0214201	EXPLOSIVES LICENSE RENEWAL CRO
	02/14/2020	276887	P	10825	ECONOLITE CONTROL PRODUCTS INC	\$651.60	0	0214201	Traffic Signal Video Detection
	02/14/2020	276888	P	31118	EMPIRE BOILER LLC	\$1,191.80	0	0214201	TROUBLESHOOT BOILER WWTF OPS B
	02/14/2020	276889	P	10044	FARMERS EXCHANGE	\$121.72	0	0214201	STOCK - 12" BARS
	02/14/2020	276890	P	10447	FINAL TOUCH UPHOLSTERY	\$320.37	0	0214201	REUPHOLSTER SEAT VEH#3256 WO#
	02/14/2020	276891	P	30874	FIRST STORAGE PORTABLE	\$108.60	0	0214201	HORN RAPIDS - JAN STORAGE RENT
	02/14/2020	276892	P	11157	FRONTIER	\$75.42	0	0214201	PHONE SERVICES 02/04-03/03/20
	02/14/2020	276893	P	10220	FRONTIER FENCE INC	\$290.94	0	0214201	COLUMBIA PLAYFIELDS - VANDALIS
	02/14/2020	276894	P	31131	GARBERG CHIROPRACTIC	\$849.42	0	0214201	325 WELLSIAN WAY - LIGHTING
	02/14/2020	276895	P	10046	HD FOWLER COMPANY INC	\$254.72	0	0214201	FRANKFORT GARDEN - IRRIGATION
	02/14/2020	276896	P	11813	HERC RENTALS INC	\$171.59	0	0214201	OAK PARK - GENERATOR RENTAL -
	02/14/2020	276897	P	12200	HUGHES FIRE EQUIPMENT, INC.	\$754.05	0	0214201	COWL HOOD VEH#5051 WO#57268
	02/14/2020	276898	P	10290	JIM'S PACIFIC GARAGES INC	\$503.98	0	0214201	REPAIR ELECTRICAL WIRING VEH#
	02/14/2020	276899	P	10259	KAMAN INDUSTRIAL TECHNOLOGIES	\$9.17	0	0214201	CHAIN LINKS VEH#4000 WO#57321
	02/14/2020	276900	P	10312	LESKOVAR LINCOLN MERCURY	\$160.51	0	0214201	DOOR STOP VEH#2395 WO#56980
	02/14/2020	276901	P	10319	LIFE INSURANCE COMPANY OF NORTH AMERICA	\$28,410.42	0	0214201	FLJ051384 Premiums - February
	02/14/2020	276902	P	10384	M CAMPBELL & COMPANY INC	\$9,728.00	0	0214201	308 TIETON - HEAT PUMP

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	02/14/2020	276903	P	10556	MAGELLAN BEHAVIORAL HEALTH	\$743.51	0	0214201	February 2020 EAP Fees
	02/14/2020	276904	P	10093	MCCURLEY CHEVROLET	\$417.35	0	0214201	VEH DETAIL VEH#2388 WO#57359
	02/14/2020	276905	P	31126	MCGUIRE BEARING COMPANY	\$1,086.00	0	0214201	BEARING BALANCE VEH#7143 WO#
	02/14/2020	276906	P	11214	MIDWEST LABORATORIES INC	\$2,175.00	0	0214201	COMPOST FACILITY TESTING FEES
	02/14/2020	276907	P	11428	MIGHTY JOHNS PORTABLE TOILET & SEPTIC SERVICE INC	\$91.00	0	0214201	SOUTH YARD - JAN PORT A POTTY
	02/14/2020	276908	P	11835	MILLER PAINT COMPANY INC	\$115.77	0	0214201	HOWARD AMON - VANDALISM COVER
	02/14/2020	276909	P	11147	MODERN MACHINERY CO INC	\$1,399.57	0	0214201	CIRCUIT BOARD PANEL VEH#6613
	02/14/2020	276910	P	11153	JT AUTOMOTIVE PARTS INC	\$3,529.94	0	0214201	LAMP VEH#3335 WO#57150
	02/14/2020	276911	P	10357	OXARC INC	\$506.50	0	0214201	FIRE EXTINGUISHER YEARLY SERVI
	02/14/2020	276912	P	10507	PARADISE BOTTLED WATER CO	\$295.88	0	0214201	WWTP H/C DISP RENT 5 GAL H2O
	02/14/2020	276913	P	10096	PARAMOUNT SUPPLY COMPANY	\$1,039.96	0	0214201	2-IN CPVC BALL VLVS OSG TNK RP
	02/14/2020	276914	P	10540	PAVEMENT SURFACE CONTROL	\$833.00	0	0214201	C453-19 TRAFFIC CNTRL 020720 G
	02/14/2020	276915	P	10824	PETERSON PACIFIC CORP	\$273.57	0	0214201	DOOR SEALS, CLAMPS VEH#7143
	02/14/2020	276916	P	10729	PUMPTTECH INC	\$141.70	0	0214201	RPLCMNT PTS LOBEPRO SM100 HTX
	02/14/2020	276917	P	10047	RDO EQUIPMENT CO	\$1,159.08	0	0214201	PORTABLE GENSET VEH#3316 WO#57
	02/14/2020	276918	P	10647	RIVER CITY TOWING INC	\$432.22	0	0214201	TOW CHARGE
	02/14/2020	276919	P	10595	ROBERTS CONSTRUCTION INC	\$8,302.47	0	0214201	318 & 320 CULLUM - WINDOWS
	02/14/2020	276920	P	10433	SETINA MFG CO	\$189.10	0	0214201	DOOR PANEL VEH#2484 UPFIT
	02/14/2020	276921	P	10280	SHERWIN WILLIAMS CO	\$133.83	0	0214201	PAINT & BRUSHES CREW RM REHAB
	02/14/2020	276922	P	10440	SOLID WASTE SYSTEMS INC	\$759.79	0	0214201	WELD GUARD SHAFT VEH#7146 WO#5
	02/14/2020	276923	P	10536	SPRAGUE PEST SOLUTIONS	\$92.83	0	0214201	PEST CONTROL - FEB 2020
	02/14/2020	276924	P	10961	TACOMA SCREW PRODUCTS INC	\$158.02	0	0214201	SML TOOLS OPS, FITTINGS 2NDRY
	02/14/2020	276925	P	11108	THE PERSONAL TOUCH CLEANING INC	\$11,153.23	0	0214201	LIBRARY - JAN CLEANING
	02/14/2020	276926	P	10120	THERMAL SUPPLY INC	\$97.52	0	0214201	LIBRARY - PLUMBING - FILTERS
	02/14/2020	276927	P	11626	TTB, LLC	\$296.00	0	0214201	VEHICLE WASH JANUARY (37)
	02/14/2020	276928	P	10126	TRI CITIES BATTERY & AUTO REPAIR	\$109.88	0	0214201	BATTERY CABLES,WIRE VEH#3315
	02/14/2020	276929	P	10512	US BANK N A	\$104.00	0	0214201	POOLED INVESTMENT CUSTODY FEE
	02/14/2020	276930	P	11650	VERIZON WIRELESS SERVICES, LLC	\$50.00	0	0214201	20-02705 CELL TOWER SEARCH
	02/14/2020	276931	P	11802	TRI CITIES VISITOR & CONVENTION BUREAU	\$53,559.91	0	0214201	December 2019
	02/14/2020	276932	P	10140	WASHINGTON STATE PATROL	\$929.75	0	0214201	BACKGROUND CHECKS
	02/14/2020	276933	P	999003	WASTEWORX REFUND	\$174.25	0	0214201	Refund overpayment WW account
	02/14/2020	276934	P	999003	WASTEWORX REFUND	\$45.00	0	0214201	Refund overpayment WW account
	02/14/2020	276935	P	999003	WASTEWORX REFUND	\$246.65	0	0214201	REFUND OVERPAYMENT WW ACCT 140
	02/14/2020	276936	P	999003	WASTEWORX REFUND	\$119.00	0	0214201	Refund overpayment WW account
	02/14/2020	276937	P	999003	WASTEWORX REFUND	\$150.00	0	0214201	Refund overpayment WW account
	02/14/2020	276938	P	999003	WASTEWORX REFUND	\$1,201.95	0	0214201	REFUND OVERPAYMENT WW ACCNT 21
	02/14/2020	276939	P	12370	WEST RICHLAND CHAMBER OF COMMERCE	\$30.00	0	0214201	FEB LUNCHEON - ECON DEV
	02/14/2020	276940	P	30939	DOBBS HEAVY DUTY HOLDINGS LLC	\$83.74	0	0214201	ANTENNA VEH#3315 WO#56932
	02/14/2020	276941	P	30108	WESTERN REFUSE & RECYCLING EQUIPMENT, INC	\$1,022.39	0	0214201	PART WARRANTY
	02/14/2020	276942	P	10267	WESTERN SYSTEMS & FABRICATION INC	\$207.08	0	0214201	SWITCH VEH#3335 WO#55943
	02/14/2020	276943	P	11338	XIOLOGIX LLC	\$20,980.96	0	0214201	DELL POWEREDGE R640 SERVER 768
02/19/2020	02/19/2020	19910	P	30335	BICKFORD, JEFF	\$766.00	0	021920AT	20-075 BICKFORD CASA TRAINING
	02/19/2020	19911	P	30474	REED, TRACY	\$622.93	0	021920AT	20-076 TRANSFER STATION MANAGE
	02/19/2020	276944	P	10504	ABM JANITORIAL NORTHWEST	\$13,165.29	0	0219201	MULTIPLE FACILITIES - JANITORI
	02/19/2020	276945	P	10644	ANIXTER INC	\$1,552.98	0	0219201	WAREHOUSE STOCK
	02/19/2020	276946	P	10583	GREG WALDEN	\$321.56	0	0219201	YOUTH BASKETBALL SHIRTS
	02/19/2020	276947	P	10607	BADGER MOUNTAIN IRRIGATION DISTRICT	\$5,760.00	0	0219201	BADGER SOUTH WATER CONNECTION
	02/19/2020	276948	P	10301	BAVCO	\$42.08	0	0219201	RV DUMP STATION - BACKFLOW REP
	02/19/2020	276949	P	12038	BELLAVISTA APARTMENTS	\$10,922.00	0	0219201	2100 BELLERIVE - LIGHTING REBA
	02/19/2020	276950	P	10009	BENTON COUNTY TREASURER	\$20,342.42	0	0219201	BENTON COUNTY DISTRICT COURT &
	02/19/2020	276951	P	30335	BICKFORD, JEFF	\$33.00	0	0219201	20-051 BICKFORD PER DIEM COURT
	02/19/2020	276952	P	11455	BI STATE OCCUPATIONAL SAFETY & HEALTH	\$600.00	0	0219201	PRE-EMP. DOT DRUG/ALCOHOL TEST
	02/19/2020	276953	P	31064	PHONE PRO, INC	\$3,050.00	0	0219201	Training for Customer Service
	02/19/2020	276954	P	10261	CITY OF RICHLAND	\$436.37	0	0219201	20-006 PARISH SHOT SHOW
	02/19/2020	276955	P	11516	COLEMAN OIL COMPANY	\$13,139.28	0	0219201	WEEKLY CARD LOCK FUEL 2/10-2/1
	02/19/2020	276956	P	10542	FIANDER & ASSOCIATES LLC	\$157.47	0	0219201	PREVENTATIVE MAINTENANCE SERVI
	02/19/2020	276957	P	10135	CI SUPPORT LLC	\$97.79	0	0219201	ONSITE 64 GALLON SHRED AND BAN

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02/21/2020	02/19/2020	276958	P	11663	D&D TELECOMMUNICATION PROPERTIES LLC	\$782.87	0	0219201	JAN 2020 INSPIRATION POINT
	02/19/2020	276959	P	10508	FASTENAL COMPANY	\$733.53	0	0219201	SHOP SUPPLY
	02/19/2020	276960	P	10050	GENERAL PACIFIC INC	\$733.13	0	0219201	Connectors_E4
	02/19/2020	276961	P	30065	GLACIER ENVIRONMENTAL SERVICES INC.	\$24,052.69	0	0219201	DISPOSAL CAPACITY IMPRV-LINER
	02/19/2020	276962	P	11813	HERC RENTALS INC	\$569.06	0	0219201	LIGHT TOWER FOR LANDFILL-JAN 2
	02/19/2020	276963	P	31111	HERRERA, CHRISTOPHER	\$114.64	0	0219201	20-24 HERRERA ACCESS TRAINING
	02/19/2020	276964	P	30582	JUDGE, DARRYL	\$33.00	0	0219201	20-052 JUDGE PER DIEM COURT SP
	02/19/2020	276965	P	11358	MILLER, JO ANN	\$654.41	0	0219201	JANUARY CLASS 7909, 7956, 7960
	02/19/2020	276966	P	11046	MP CONSTRUCTION INC	\$1,684.30	0	0219201	LANDFILL MAINTENANCE BLDG CONC
	02/19/2020	276967	P	11153	JT AUTOMOTIVE PARTS INC	\$1,062.12	0	0219201	AIR FILTER VEH#5036 WO#57151
	02/19/2020	276968	P	31135	NORTHWEST RIVERPARTNERS	\$10,550.00	0	0219201	2020 Dues Assessment
	02/19/2020	276969	P	10027	PAPE' MATERIAL HANDLING	\$466.72	0	0219201	STREET PAD VEH#7119 WO#57371
	02/19/2020	276970	P	10540	PAVEMENT SURFACE CONTROL	\$659.00	0	0219201	C453-19 TRAFFIC CNTRL 122319 K
	02/19/2020	276971	P	10052	PITNEY BOWES INC	\$8,348.40	0	0219201	December 2019 Lease Invoice
	02/19/2020	276972	P	10611	PITNEY BOWES PURCHASE POWER	\$2,083.37	0	0219201	Purchase Power 11/01/2019-12/3
	02/19/2020	276973	P	10611	PITNEY BOWES PURCHASE POWER	\$5,354.34	0	0219201	POSTAGE 10/01/19 TO 10/31/19
	02/19/2020	276974	P	11012	RH2 ENGINEERING INC	\$42,209.10	0	0219201	WATER SYSTEM UNIDIRECTIONAL FL
	02/19/2020	276975	P	10536	SPRAGUE PEST SOLUTIONS	\$65.00	0	0219201	SW COLLECTIONS PEST CONTROL 2/
	02/19/2020	276976	P	12423	TAYLOR, JEFFERY M	\$15.00	0	0219201	20-050 TAYLOR PER DIEM COURT S
	02/19/2020	276977	P	10815	WATER SOLUTIONS INC	\$54.30	0	0219201	FEBRUARY - DSC WATER RENTAL
	02/19/2020	276978	P	10145	WESCO RECEIVABLES CORP	\$514.76	0	0219201	crossarms, deadends, insulator
	02/19/2020	276979	P	30137	WSP USA INC	\$4,041.46	0	0219201	DUPORTAIL BRIDGE-CNST SUPPORT
	02/19/2020	276980	P	10194	XEROX CORPORATION	\$775.37	0	0219201	8TB-338154 11/21/2019-12/21/20
	02/21/2020	276981	P	10838	GRIGG ENTERPRISES INC	\$394.81	0	0221201	ROD BLOCK - VANDALISM - GLUE P
	02/21/2020	276982	P	999000	AUREF	\$17.07	0	0221201	948 STEVENS DR
	02/21/2020	276983	P	999000	AUREF	\$96.72	0	0221201	948 STEVENS DR Ste B
	02/21/2020	276984	P	999000	AUREF	\$131.84	0	0221201	948 STEVENS DR Ste C
	02/21/2020	276985	P	999000	AUREF	\$158.11	0	0221201	948 STEVENS DR
	02/21/2020	276986	P	999000	AUREF	\$127.62	0	0221201	1503 THAYER DR
	02/21/2020	276987	P	999000	AUREF	\$4.84	0	0221201	2555 DUPORTAIL ST B215
	02/21/2020	276988	P	999000	AUREF	\$39.66	0	0221201	2895 PAULING AVE Apt 340
	02/21/2020	276989	P	999000	AUREF	\$148.01	0	0221201	570 HOLLY ST
	02/21/2020	276990	P	999000	AUREF	\$34.65	0	0221201	250 GAGE BLVD 4062
	02/21/2020	276991	P	999000	AUREF	\$94.75	0	0221201	2513 DUPORTAIL ST Apt 234
	02/21/2020	276992	P	999000	AUREF	\$0.96	0	0221201	514 WRIGHT AVE
	02/21/2020	276993	P	999000	AUREF	\$134.12	0	0221201	451 WESTCLIFFE BLVD Apt A301
	02/21/2020	276994	P	999000	AUREF	\$31.02	0	0221201	2111 TURNER ST 9
	02/21/2020	276995	P	999000	AUREF	\$42.74	0	0221201	1304 ROBERDEAU ST
	02/21/2020	276996	P	999000	AUREF	\$84.31	0	0221201	227 UNIVERSITY DR Apt 120
	02/21/2020	276997	P	999000	AUREF	\$77.56	0	0221201	2555 DUPORTAIL ST E138
	02/21/2020	276998	P	999000	AUREF	\$81.05	0	0221201	575 COLUMBIA POINT DR Apt 327
	02/21/2020	276999	P	999000	AUREF	\$51.70	0	0221201	2555 DUPORTAIL ST C319
	02/21/2020	277000	P	999000	AUREF	\$51.93	0	0221201	2555 DUPORTAIL ST A207
	02/21/2020	277001	P	999000	AUREF	\$95.40	0	0221201	1851 JADWIN AVE 309
	02/21/2020	277002	P	999000	AUREF	\$149.17	0	0221201	2895 PAULING AVE Apt 102
	02/21/2020	277003	P	999000	AUREF	\$46.31	0	0221201	2029 VENTURI CT
	02/21/2020	277004	P	999000	AUREF	\$55.14	0	0221201	50 JADWIN AVE Apt 79
	02/21/2020	277005	P	999000	AUREF	\$33.97	0	0221201	2500 GEORGE WASHINGTON WAY 114
	02/21/2020	277006	P	999000	AUREF	\$20.00	0	0221201	1922 EVEREST AVE
	02/21/2020	277007	P	999000	AUREF	\$42.66	0	0221201	2101 STEPTOE ST Apt 249
	02/21/2020	277008	P	999000	AUREF	\$14.60	0	0221201	1310 ALAMEDA CT
	02/21/2020	277009	P	999000	AUREF	\$22.05	0	0221201	1650 MOWRY SQ 213
	02/21/2020	277010	P	999000	AUREF	\$62.09	0	0221201	69 JADWIN AVE 42
	02/21/2020	277011	P	999000	AUREF	\$56.76	0	0221201	326 GREENTREE CT 1
	02/21/2020	277012	P	999000	AUREF	\$52.43	0	0221201	1850 STEVENS DR 209
	02/21/2020	277013	P	999000	AUREF	\$32.41	0	0221201	2500 GEORGE WASHINGTON WAY 224
	02/21/2020	277014	P	999000	AUREF	\$105.57	0	0221201	2555 DUPORTAIL ST A105

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	02/21/2020	277015	P	999000	AUREF	\$329.31	0	0221201	520 FRANKLIN ST
	02/21/2020	277016	P	999000	AUREF	\$123.17	0	0221201	1328 SACRAMENTO BLVD
	02/21/2020	277017	P	999000	AUREF	\$1.42	0	0221201	3186 WILD CANYON WAY
	02/21/2020	277018	P	999000	AUREF	\$24.11	0	0221201	2738 BROKEN TOP AVE
	02/21/2020	277019	P	999000	AUREF	\$49.31	0	0221201	3240 WILD CANYON WAY
	02/21/2020	277020	P	999000	AUREF	\$110.00	0	0221201	3102 WILD CANYON WAY
	02/21/2020	277021	P	999000	AUREF	\$52.54	0	0221201	2100 BELLERIVE DR B4
	02/21/2020	277022	P	999000	AUREF	\$57.98	0	0221201	2895 PAULING AVE Apt 335
	02/21/2020	277023	P	999000	AUREF	\$77.23	0	0221201	611 LONETREE LN
	02/21/2020	277024	P	999000	AUREF	\$69.40	0	0221201	900 AARON DR 113
	02/21/2020	277025	P	999000	AUREF	\$107.79	0	0221201	2455 GEORGE WASHINGTON WAY J25
	02/21/2020	277026	P	999000	AUREF	\$58.76	0	0221201	2105 PULLEN ST 4
	02/21/2020	277027	P	999000	AUREF	\$39.78	0	0221201	250 GAGE BLVD 2106
	02/21/2020	277028	P	999000	AUREF	\$124.94	0	0221201	2100 BELLERIVE DR EE53
	02/21/2020	277029	P	999000	AUREF	\$197.82	0	0221201	65 BREMMER ST
	02/21/2020	277030	P	999000	AUREF	\$5.14	0	0221201	459 COLUMBIA POINT DR
	02/21/2020	277031	P	999000	AUREF	\$34.12	0	0221201	2555 DUPORTAIL ST E137
	02/21/2020	277032	P	999000	AUREF	\$8.42	0	0221201	900 AARON DR 215
	02/21/2020	277033	P	12407	AVANTECH INC	\$652.68	0	0221201	TAI CHI/JOHN FLEMMING & SHARON
	02/21/2020	277034	P	10367	BANK OF AMERICA	\$185,669.89	0	0221201	JAN PCARD 4715290006643162
	02/21/2020	277035	P	10281	BENTON COUNTY	\$114,580.95	0	0221201	CUSTODY COSTS DEC 2019
	02/21/2020	277036	P	10482	BENTON COUNTY PROSECUTOR'S OFFICE	\$2,923.05	0	0221201	KIDS HAVEN 9.5% OF EXPENSES
	02/21/2020	277037	P	11685	CARDINAL HEALTH 411 INC	\$1,707.80	0	0221201	SODIUM CL
	02/21/2020	277038	P	10597	CHARTER COMMUNICATIONS	\$78.09	0	0221201	INTERNET PLUS
	02/21/2020	277039	P	11075	CHINOOK HEATING & AIR INC	\$2,000.00	0	0221201	1171 ENGLEWOOD - HP REBATE X2
	02/21/2020	277040	P	10072	CITY OF KENNEWICK	\$15,457.00	0	0221201	BIPIN LE COMP SUPPORT, SOFTWARE
	02/21/2020	277041	P	10261	CITY OF RICHLAND	\$908.54	0	0221201	20-049 WHITNEY; NRU/PPC MEETIN
	02/21/2020	277042	P	10261	CITY OF RICHLAND	\$2,024.00	0	0221201	318 & 320 CULLUM - WINDOW REBAT
	02/21/2020	277043	P	10031	COLUMBIA BASIN COLLEGE	\$1,551.60	0	0221201	WINTER QTR 2020 - ALS/PALS
	02/21/2020	277044	P	30153	CONSILIO LLC	\$1,621.83	0	0221201	TCRY V CITY OF RICHLAND
	02/21/2020	277045	P	10034	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	\$20,683.41	0	0221201	Lighting
	02/21/2020	277046	P	11486	COYOTE RIDGE CORRECTIONS CENTER	\$683.78	0	0221201	LANDFILL WORK CREW JAN 2020
	02/21/2020	277047	P	30206	EDGEMON, SANDI	\$545.84	0	0221201	20-046 EDGEMON; NRU/PPC MEETIN
	02/21/2020	277048	P	12040	EN POINTE TECHNOLOGIES SALES LLC	\$36,015.38	0	0221201	MICROSOFT 0365 LICENSE RENEWAL
	02/21/2020	277049	P	10508	FASTENAL COMPANY	\$173.77	0	0221201	HEADLAMP-GIBSON
	02/21/2020	277050	P	10050	GENERAL PACIFIC INC	\$66.81	0	0221201	Connectors_E4
	02/21/2020	277051	P	11410	GENUINE AUTO GLASS OF TRI CITIES LLC	\$32.58	0	0221201	WINDSHIELD CHIP REPAIR VEH#24
	02/21/2020	277052	P	30057	GEORGIA TECH RESEARCH CORPORATION	\$2,657.05	0	0221201	NEETRAC 2019 CABLE TESTING
	02/21/2020	277053	P	30914	ANGIE SHEPARD	\$671.30	0	0221201	January class 7952
	02/21/2020	277054	P	10210	NORMA HARRINGTON	\$159.86	0	0221201	RETIREMENT SHADOW BOX - WALSH
	02/21/2020	277055	P	11813	HERC RENTALS INC	\$506.25	0	0221201	MINI-EXCAVATOR, TRAILER, BACKH
	02/21/2020	277056	P	10037	INTERMOUNTAIN WEST INSULATION	\$426.74	0	0221201	1021 ELM - INSULATION REBATE
	02/21/2020	277057	P	10060	INTERNATIONAL ASN OF ARSON INVESTIGATORS	\$100.00	0	0221201	IAAI RENEWAL DUES (PATTERSON)
	02/21/2020	277058	P	12433	INTERWEST TECHNOLOGY SYSTEMS INC	\$1,358.56	0	0221201	INTERWEST GENETEC SECURITY CEN
	02/21/2020	277059	P	12218	IVANTI, INC.	\$1,808.10	0	0221201	IVANTI Maintenance Renewal
	02/21/2020	277060	P	10063	JACOBS & RHODES INC	\$1,200.00	0	0221201	1441 OXFORD - HP REBATE
	02/21/2020	277061	P	10432	LANGUAGE LINE SERVICES LLC	\$130.12	0	0221201	TRANSLATION SERVICE
	02/21/2020	277062	P	11369	LEGACY TELECOMMUNICATIONS INC	\$1,194.60	0	0221201	4D BATTERY REPLACEMENT - COMM
	02/21/2020	277063	P	10262	LIFE ASSIST INC	\$3,321.49	0	0221201	ENDOTRACHEAL TUBE, SHARPS CONT
	02/21/2020	277064	P	31047	LILLY, AMBER	\$44.28	0	0221201	A.LILLY JAN 20 MILEAGE
	02/21/2020	277065	P	10298	LN CURTIS & SONS	\$208.87	0	0221201	FIRE DEPT - HOSE STRAPS, HELME
	02/21/2020	277066	P	30765	LOPEZ, BRANDIN	\$10.00	0	0221201	EXCISE TAX 2/7/20 #1931606
	02/21/2020	277067	P	10463	LUDLUM MEASUREMENTS INC	\$715.67	0	0221201	LUDLUM MODEL 12 CALIBRATIONS W
	02/21/2020	277068	P	11473	MASON, PATTI L	\$501.55	0	0221201	January classes 7914 7936
	02/21/2020	277069	P	11652	MENKE JACKSON BEYER LLP	\$437.99	0	0221201	Account #456 - re: Denney
	02/21/2020	277070	P	10078	METALFAB INC	\$108.60	0	0221201	F161002 VALVE BOX COVERS
	02/21/2020	277071	P	10143	MOBILE FLEET SERVICE INC	\$832.03	0	0221201	FILTERS VEH#3344 WO#57313

CHECK DATE	CHECK DATE	CHECK NBR	VOID	VENDOR#	EMP VENDOR NAME	CHECK AMT	VOID AMT	WARRANT	COMMENT
	02/21/2020	277072	P	11153	JT AUTOMOTIVE PARTS INC	\$44.22	0	0221201	D EARTH - ST 73
	02/21/2020	277073	P	10981	OIL RE-REFINING CO	\$210.00	0	0221201	OIL RECYCLER/HAUL 2/7/2020
	02/21/2020	277074	P	10357	OXARC INC	\$1,779.41	0	0221201	FIRE EXTINGUISHER ANNUAL MAINT
	02/21/2020	277075	P	10507	PARADISE BOTTLED WATER CO	\$19.12	0	0221201	JAN 2020-INFO TECH INV# 474, I
	02/21/2020	277076	P	10232	PERFECTION GLASS	\$216.00	0	0221201	639 CEDAR - WINDOW REBATE
	02/21/2020	277077	P	30460	PUBLIC LIBRARIES OF WASHINGTON	\$329.41	0	0221201	2020 ORGANIZATION MEMBERSHIP
	02/21/2020	277078	P	10102	RANCH AND HOME INC	\$141.17	0	0221201	SAFETY JACKET-SANCHEZ
	02/21/2020	277079	P	12318	RINGOLD EMBROIDERY	\$265.66	0	0221201	2020 RECRUIT ACADEMY TSHIRTS
	02/21/2020	277080	P	12318	RINGOLD EMBROIDERY	\$3,973.15	0	0221201	T-Shirt, Shorts
	02/21/2020	277081	P	30023	SCOTT, TAIFEI	\$79.80	0	0221201	JANUARY CLASSES 7964 7972 7968
	02/21/2020	277082	P	10311	SEA WESTERN INC	\$138.14	0	0221201	REPLACEMENT HBACK LION SUSPEND
	02/21/2020	277083	P	11022	SEW FABULOUS	\$944.82	0	0221201	PANTS HEMMED X 48
	02/21/2020	277084	P	30617	SHEPPARD, AARON	\$18.00	0	0221201	20-074 SHEPPARD PER DIEM EVIDE
	02/21/2020	277085	P	10253	SMITH INSULATION INC	\$388.80	0	0221201	1926 PIKE - INSULATION REBATE
	02/21/2020	277086	P	30894	STERLING INFOSYSTEMS, INC	\$742.09	0	0221201	BACKGROUND CHECKS
	02/21/2020	277087	P	10393	STONEWAY ELECTRIC SUPPLY	\$26.27	0	0221201	SCREWS
	02/21/2020	277088	P	10481	WEST PUBLISHING CORPORATION	\$2,374.28	0	0221201	WEST INFORMATION CHARGES
	02/21/2020	277089	P	11127	TRAVELERS	\$1,547.00	0	0221201	LIBRARY ART INSURANCE POLICY
	02/21/2020	277090	P	11031	TRI CITY GLASS INC	\$480.48	0	0221201	101 DAVENPORT - WINDOW REBATE
	02/21/2020	277091	P	11606	ELIZABETH E TROST	\$402.15	0	0221201	JANUARY CLASS 8024
	02/21/2020	277092	P	12436	TROUTMAN-CURTISS, TRACY	\$99.84	0	0221201	EMP RE: TROUTMAN PCARD REFRESH
	02/21/2020	277093	P	10145	WESCO RECEIVABLES CORP	\$136.41	0	0221201	KELLEM GRIPS (PULLING SOCKS)
	02/21/2020	277094	P	10194	XEROX CORPORATION	\$1,664.56	0	0221201	JAN - OFFICE COPIER LEASE/USAG
						\$1,940,326.81			

WIRE LOG

(Includes all wires, direct drafts and MircoCash ACHs)

Input Date					(A/P)		
\\cordataladministrative_services\Staff Reports\2020 Staff Reports\3-3-20\20CkLog-copy.xlsx\Claims Wires							
<u>Date</u>	<u>Wire #</u>	<u>Wire \$</u>	<u>Payee</u>	<u>Purpose</u>	<u>Wire G/L Date</u>	<u>Type</u>	<u>Wire / ACH</u>
10-Feb-20	8016	16,812.60	Cigna	February Admin Fee	11-Feb-20	B of A	Wire
10-Feb-20	8017	237,938.35	Cigna	Medical Claims 2/3-2/09/20	11-Feb-20	B of A	Wire
10-Feb-20	8018	900,000.00	Local Gov't Investment Pool	Purchase LGIP # 1920	10-Feb-20	B of A	Wire
10-Feb-20	8019	507.00	Dept of Licensing	Firearms Online Payment for Concealed Pistol Licenses	10-Feb-20	Direct Deduct	Debit ACH
10-Feb-20	8020	148,752.00	NW Intergovernmental Energy Supply	SHELL & TRANSALTA MARKET PURCHASE	10-Feb-20	B of A	Wire
11-Feb-20	8021	6,851.25	Plan Source	FSA deduction on 2/7/2020	11-Feb-20	B of A	Wire
11-Feb-20	8022	200,044.90	Richland Golf Mngmt Corp	CPGC Operating Reimbursement - 1/20	11-Feb-20	B of A	Wire
14-Feb-20	8023	27,819.18	Matrix Absence Mgmt	January 2020 Claims	14-Feb-20	B of A	Wire
12-Feb-20	8024	800,000.00	Local Gov't Investment Pool	Purchase LGIP # 1920	12-Feb-20	B of A	Wire
12-Feb-20	8025	9,179.49	VSP	Monthly Invoice Feb 2020	12-Feb-20	B of A	Wire
19-Feb-20	8026	288,545.61	Cigna	Medical Claims 2/10-2/16/20	19-Feb-20	B of A	Wire
14-Feb-20	8027	800,000.00	Local Gov't Investment Pool	Purchase LGIP # 1920	14-Feb-20	B of A	Wire
10-Feb-20	8028	309.75	AW REHN	December 2019 Admin Fees	10-Feb-20	B of A	Wire
18-Feb-20	8029	2,500.00	Discovery Benefits	FSA deduction on 1/31/2020	18-Feb-19	B of A	Wire
19-Feb-20	8030	4,488.42	Plan Source	FSA deduction on 2/14/2020	19-Feb-20	B of A	Wire
19-Feb-20	8031	1,300,000.00	Local Gov't Investment Pool	Purchase LGIP # 1920	19-Feb-20	B of A	Wire
20-Feb-20	8032	543.00	Bank of America	Deposit Supplies	20-Feb-20	B of A	Wire
		4,744,291.55					

Payroll History Totals - MUNIS 2/10/2020 - 2/21/2020

CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
PAYROLL - 2020-02-20	PAYROLL - 2020-02-20	2/20/2020	161680		4976		\$1977.17
	PAYROLL - 2020-02-20	2/20/2020	161681		3759		\$2333.85
	PAYROLL - 2020-02-20	2/20/2020	161682		3681		\$2060.60
	PAYROLL - 2020-02-20	2/20/2020	161683		4083		\$1414.32
	PAYROLL - 2020-02-20	2/20/2020	161684		3853		\$1749.42
	PAYROLL - 2020-02-20	2/20/2020	161685		4929		\$2180.96
	PAYROLL - 2020-02-20	2/20/2020	161686		4562		\$3736.32
	PAYROLL - 2020-02-20	2/20/2020	161687		4620		\$1311.99
	PAYROLL - 2020-02-20	2/20/2020	161688		4542		\$1878.31
	PAYROLL - 2020-02-20	2/20/2020	161689		4895		\$1700.86
	PAYROLL - 2020-02-20	2/20/2020	161690		4941		\$1360.95
	PAYROLL - 2020-02-20	2/20/2020	161691		4369		\$3251.12
	PAYROLL - 2020-02-20	2/20/2020	161692		4575		\$2150.30
	PAYROLL - 2020-02-20	2/20/2020	161693		4812		\$864.44
	PAYROLL - 2020-02-20	2/20/2020	161694		4185		\$4293.81
	PAYROLL - 2020-02-20	2/20/2020	161695		4338		\$1053.59
	PAYROLL - 2020-02-20	2/20/2020	161696		3322		\$2109.84
	PAYROLL - 2020-02-20	2/20/2020	161697		4337		\$966.46
	PAYROLL - 2020-02-20	2/20/2020	161698		4736		\$1554.12
	PAYROLL - 2020-02-20	2/20/2020	161699		4133		\$1094.76
	PAYROLL - 2020-02-20	2/20/2020	161700		4232		\$952.35
	PAYROLL - 2020-02-20	2/20/2020	161701		4811		\$990.99
	PAYROLL - 2020-02-20	2/20/2020	161702		3885		\$3807.16
	PAYROLL - 2020-02-20	2/20/2020	161703		3243		\$935.48
	PAYROLL - 2020-02-20	2/20/2020	161704		4901		\$1778.59
	PAYROLL - 2020-02-20	2/20/2020	161705		4774		\$1000.09
	PAYROLL - 2020-02-20	2/20/2020	161706		3709		\$1640.67
	PAYROLL - 2020-02-20	2/20/2020	161707		3688		\$1817.10
	PAYROLL - 2020-02-20	2/20/2020	161708		2156		\$994.83
	PAYROLL - 2020-02-20	2/20/2020	161709		4102		\$1356.12
	PAYROLL - 2020-02-20	2/20/2020	161710		3836		\$2224.28

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-02-20	2/20/2020	161711		4029		\$1558.89
	PAYROLL - 2020-02-20	2/20/2020	161712		4143		\$1346.53
	PAYROLL - 2020-02-20	2/20/2020	161713		3690		\$1643.84
	PAYROLL - 2020-02-20	2/20/2020	161714		3828		\$1498.25
	PAYROLL - 2020-02-20	2/20/2020	161715		4204		\$1393.48
	PAYROLL - 2020-02-20	2/20/2020	161716		4092		\$1588.20
	PAYROLL - 2020-02-20	2/20/2020	161717		4461		\$1840.49
	PAYROLL - 2020-02-20	2/20/2020	161718		3516		\$1615.29
	PAYROLL - 2020-02-20	2/20/2020	161719		1834		\$2193.32
	PAYROLL - 2020-02-20	2/20/2020	161720		4731		\$1686.44
	PAYROLL - 2020-02-20	2/20/2020	161721		4130		\$1621.17
	PAYROLL - 2020-02-20	2/20/2020	161722		4035		\$1369.51
	PAYROLL - 2020-02-20	2/20/2020	161723		4375		\$2866.03
	PAYROLL - 2020-02-20	2/20/2020	161724		4109		\$1600.94
	PAYROLL - 2020-02-20	2/20/2020	161725		3635		\$1518.41
	PAYROLL - 2020-02-20	2/20/2020	161726		3699		\$1818.35
	PAYROLL - 2020-02-20	2/20/2020	161727		4667		\$1929.97
	PAYROLL - 2020-02-20	2/20/2020	161728		4949		\$1499.28
	PAYROLL - 2020-02-20	2/20/2020	161729		4361		\$1916.37
	PAYROLL - 2020-02-20	2/20/2020	161730		4426		\$3127.04
	PAYROLL - 2020-02-20	2/20/2020	161731		4996		\$2269.82
	PAYROLL - 2020-02-20	2/20/2020	161732		4717		\$3564.49
	PAYROLL - 2020-02-20	2/20/2020	161733		4517		\$3813.36
	PAYROLL - 2020-02-20	2/20/2020	161734		4719		\$2191.23
	PAYROLL - 2020-02-20	2/20/2020	161735		4974		\$1250.46
	PAYROLL - 2020-02-20	2/20/2020	161736		4835		\$1364.16
	PAYROLL - 2020-02-20	2/20/2020	161737		4810		\$1471.09
	PAYROLL - 2020-02-20	2/20/2020	161738		2798		\$1762.54
	PAYROLL - 2020-02-20	2/20/2020	161739		4940		\$1412.65
	PAYROLL - 2020-02-20	2/20/2020	161740		4715		\$1326.16
	PAYROLL - 2020-02-20	2/20/2020	161741		4876		\$1325.01
	PAYROLL - 2020-02-20	2/20/2020	161742		3755		\$2477.06
	PAYROLL - 2020-02-20	2/20/2020	161743		4690		\$1331.01
	PAYROLL - 2020-02-20	2/20/2020	161744		4622		\$2288.25
	PAYROLL - 2020-02-20	2/20/2020	161745		4583		\$1300.83

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-02-20	2/20/2020	161746		4178		\$1857.20
	PAYROLL - 2020-02-20	2/20/2020	161747		4960		\$1161.33
	PAYROLL - 2020-02-20	2/20/2020	161748		4067		\$4860.50
	PAYROLL - 2020-02-20	2/20/2020	161749		4840		\$1329.61
	PAYROLL - 2020-02-20	2/20/2020	161750		4728		\$2025.60
	PAYROLL - 2020-02-20	2/20/2020	161751		4449		\$1225.13
	PAYROLL - 2020-02-20	2/20/2020	161752		3960		\$1810.21
	PAYROLL - 2020-02-20	2/20/2020	161753		4809		\$1440.09
	PAYROLL - 2020-02-20	2/20/2020	161754		3000		\$1458.96
	PAYROLL - 2020-02-20	2/20/2020	161755		3110		\$1651.24
	PAYROLL - 2020-02-20	2/20/2020	161756		4502		\$1924.28
	PAYROLL - 2020-02-20	2/20/2020	161757		3499		\$1223.14
	PAYROLL - 2020-02-20	2/20/2020	161758		4602		\$1632.29
	PAYROLL - 2020-02-20	2/20/2020	161759		3721		\$1610.01
	PAYROLL - 2020-02-20	2/20/2020	161760		4537		\$2424.38
	PAYROLL - 2020-02-20	2/20/2020	161761		4997		\$2015.78
	PAYROLL - 2020-02-20	2/20/2020	161762		4982		\$661.78
	PAYROLL - 2020-02-20	2/20/2020	161763		4823		\$1733.20
	PAYROLL - 2020-02-20	2/20/2020	161764		4873		\$532.04
	PAYROLL - 2020-02-20	2/20/2020	161765		4792		\$1244.27
	PAYROLL - 2020-02-20	2/20/2020	161766		4919		\$179.38
	PAYROLL - 2020-02-20	2/20/2020	161767		4135		\$1611.14
	PAYROLL - 2020-02-20	2/20/2020	161768		5001		\$580.39
	PAYROLL - 2020-02-20	2/20/2020	161769		4492		\$683.43
	PAYROLL - 2020-02-20	2/20/2020	161770		4713		\$1323.16
	PAYROLL - 2020-02-20	2/20/2020	161771		4754		\$199.23
	PAYROLL - 2020-02-20	2/20/2020	161772		4824		\$2031.74
	PAYROLL - 2020-02-20	2/20/2020	161773		4994		\$1706.30
	PAYROLL - 2020-02-20	2/20/2020	161774		2921		\$2219.85
	PAYROLL - 2020-02-20	2/20/2020	161775		5003		\$578.19
	PAYROLL - 2020-02-20	2/20/2020	161776		4939		\$143.64
	PAYROLL - 2020-02-20	2/20/2020	161777		4889		\$86.60
	PAYROLL - 2020-02-20	2/20/2020	161778		3973		\$1464.39
	PAYROLL - 2020-02-20	2/20/2020	161779		4289		\$1335.35
	PAYROLL - 2020-02-20	2/20/2020	161780		3736		\$3230.31

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	PAYROLL - 2020-02-20	2/20/2020	161783		2599		\$191.78
	PAYROLL - 2020-02-20	2/20/2020	161784		4890		\$174.42
	PAYROLL - 2020-02-20	2/20/2020	161785		4470		\$1695.75
	PAYROLL - 2020-02-20	2/20/2020	161786		3177		\$2277.86
	PAYROLL - 2020-02-20	2/20/2020	161787		4666		\$2535.86
	PAYROLL - 2020-02-20	2/20/2020	161788		4305		\$1714.95
	PAYROLL - 2020-02-20	2/20/2020	161789		2751		\$2030.65
	PAYROLL - 2020-02-20	2/20/2020	161790		3563		\$1820.43
	PAYROLL - 2020-02-20	2/20/2020	161791		2434		\$1816.34
	PAYROLL - 2020-02-20	2/20/2020	161792		3344		\$1659.76
	PAYROLL - 2020-02-20	2/20/2020	161793		4597		\$2205.02
	PAYROLL - 2020-02-20	2/20/2020	161794		4747		\$2767.63
	PAYROLL - 2020-02-20	2/20/2020	161795		4056		\$1444.90
	PAYROLL - 2020-02-20	2/20/2020	161796		4916		\$1550.19
	PAYROLL - 2020-02-20	2/20/2020	161797		3649		\$1583.50
	PAYROLL - 2020-02-20	2/20/2020	161798		4973		\$1500.22
	PAYROLL - 2020-02-20	2/20/2020	161799		4798		\$1929.69
	PAYROLL - 2020-02-20	2/20/2020	161800		4989		\$1795.76
	PAYROLL - 2020-02-20	2/20/2020	161801		3875		\$1908.74
	PAYROLL - 2020-02-20	2/20/2020	161802		4797		\$1608.94
	PAYROLL - 2020-02-20	2/20/2020	161803		3352		\$2044.25
	PAYROLL - 2020-02-20	2/20/2020	161804		3533		\$1683.94
	PAYROLL - 2020-02-20	2/20/2020	161805		4912		\$1718.27
	PAYROLL - 2020-02-20	2/20/2020	161806		3980		\$1569.30
	PAYROLL - 2020-02-20	2/20/2020	161807		4646		\$1791.38
	PAYROLL - 2020-02-20	2/20/2020	161808		4793		\$1898.45
	PAYROLL - 2020-02-20	2/20/2020	161809		4985		\$1367.04
	PAYROLL - 2020-02-20	2/20/2020	161810		3435		\$1894.07
	PAYROLL - 2020-02-20	2/20/2020	161811		4495		\$1282.25
	PAYROLL - 2020-02-20	2/20/2020	161812		4351		\$1683.93
	PAYROLL - 2020-02-20	2/20/2020	161813		4908		\$1521.41
	PAYROLL - 2020-02-20	2/20/2020	161814		3933		\$2077.93
	PAYROLL - 2020-02-20	2/20/2020	161815		3576		\$1787.10

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	PAYROLL - 2020-02-20	2/20/2020	161818		4817		\$2348.71
	PAYROLL - 2020-02-20	2/20/2020	161819		3679		\$1713.51
	PAYROLL - 2020-02-20	2/20/2020	161820		3760		\$4654.66
	PAYROLL - 2020-02-20	2/20/2020	161821		3814		\$2242.79
	PAYROLL - 2020-02-20	2/20/2020	161822		4587		\$2688.25
	PAYROLL - 2020-02-20	2/20/2020	161823		4340		\$2034.88
	PAYROLL - 2020-02-20	2/20/2020	161824		4669		\$2666.55
	PAYROLL - 2020-02-20	2/20/2020	161825		4523		\$2188.20
	PAYROLL - 2020-02-20	2/20/2020	161826		3528		\$4062.33
	PAYROLL - 2020-02-20	2/20/2020	161827		3308		\$3002.42
	PAYROLL - 2020-02-20	2/20/2020	161828		3567		\$2660.04
	PAYROLL - 2020-02-20	2/20/2020	161829		3764		\$2659.46
	PAYROLL - 2020-02-20	2/20/2020	161830		4923		\$1782.89
	PAYROLL - 2020-02-20	2/20/2020	161831		4499		\$2861.97
	PAYROLL - 2020-02-20	2/20/2020	161832		3601		\$3589.41
	PAYROLL - 2020-02-20	2/20/2020	161833		4524		\$2392.13
	PAYROLL - 2020-02-20	2/20/2020	161834		4522		\$2347.65
	PAYROLL - 2020-02-20	2/20/2020	161835		4053		\$2290.42
	PAYROLL - 2020-02-20	2/20/2020	161836		3972		\$2881.99
	PAYROLL - 2020-02-20	2/20/2020	161837		3493		\$4189.52
	PAYROLL - 2020-02-20	2/20/2020	161838		2897		\$3452.08
	PAYROLL - 2020-02-20	2/20/2020	161839		2978		\$2347.21
	PAYROLL - 2020-02-20	2/20/2020	161840		4520		\$2488.12
	PAYROLL - 2020-02-20	2/20/2020	161841		3612		\$2787.24
	PAYROLL - 2020-02-20	2/20/2020	161842		3965		\$2227.20
	PAYROLL - 2020-02-20	2/20/2020	161843		4585		\$2009.73
	PAYROLL - 2020-02-20	2/20/2020	161844		3761		\$2979.84
	PAYROLL - 2020-02-20	2/20/2020	161845		4150		\$2827.86
	PAYROLL - 2020-02-20	2/20/2020	161846		2380		\$6522.20
	PAYROLL - 2020-02-20	2/20/2020	161847		2935		\$2875.14
	PAYROLL - 2020-02-20	2/20/2020	161848		3309		\$3511.47
	PAYROLL - 2020-02-20	2/20/2020	161849		4586		\$3937.46
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	PAYROLL - 2020-02-20	2/20/2020	161854		4815		\$2509.25
	PAYROLL - 2020-02-20	2/20/2020	161855		4318		\$1615.90
	PAYROLL - 2020-02-20	2/20/2020	161856		4453		\$2110.28
	PAYROLL - 2020-02-20	2/20/2020	161857		4500		\$2040.77
	PAYROLL - 2020-02-20	2/20/2020	161858		4887		\$1777.26
	PAYROLL - 2020-02-20	2/20/2020	161859		5005		\$519.28
	PAYROLL - 2020-02-20	2/20/2020	161860		4497		\$2721.51
	PAYROLL - 2020-02-20	2/20/2020	161861		5009		\$519.28
	PAYROLL - 2020-02-20	2/20/2020	161862		2765		\$3611.38
	PAYROLL - 2020-02-20	2/20/2020	161863		3116		\$2412.75
	PAYROLL - 2020-02-20	2/20/2020	161864		4584		\$2447.84
	PAYROLL - 2020-02-20	2/20/2020	161865		3763		\$2685.34
	PAYROLL - 2020-02-20	2/20/2020	161866		4816		\$3224.43
	PAYROLL - 2020-02-20	2/20/2020	161867		3506		\$3025.89
	PAYROLL - 2020-02-20	2/20/2020	161868		4623		\$2008.23
	PAYROLL - 2020-02-20	2/20/2020	161869		4906		\$1796.83
	PAYROLL - 2020-02-20	2/20/2020	161870		2694		\$1891.99
	PAYROLL - 2020-02-20	2/20/2020	161871		5006		\$505.28
	PAYROLL - 2020-02-20	2/20/2020	161872		3057		\$3625.03
	PAYROLL - 2020-02-20	2/20/2020	161873		3311		\$2360.88
	PAYROLL - 2020-02-20	2/20/2020	161874		3762		\$2248.84
	PAYROLL - 2020-02-20	2/20/2020	161875		4291		\$2940.06
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	PAYROLL - 2020-02-20	2/20/2020	161877		4307		\$2223.83
	PAYROLL - 2020-02-20	2/20/2020	161878		4498		\$2414.65
	PAYROLL - 2020-02-20	2/20/2020	161879		4076		\$857.56
	PAYROLL - 2020-02-20	2/20/2020	161880		5008		\$519.28
	PAYROLL - 2020-02-20	2/20/2020	161881		3765		\$3272.62
	PAYROLL - 2020-02-20	2/20/2020	161882		4454		\$2301.52
	PAYROLL - 2020-02-20	2/20/2020	161883		4505		\$3042.66
	PAYROLL - 2020-02-20	2/20/2020	161884		4779		\$2078.04
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	PAYROLL - 2020-02-20	2/20/2020	161888		4937		\$1270.33
	PAYROLL - 2020-02-20	2/20/2020	161889		4129		\$2592.20
	PAYROLL - 2020-02-20	2/20/2020	161890		3340		\$1677.86
	PAYROLL - 2020-02-20	2/20/2020	161891		4088		\$2548.55
	PAYROLL - 2020-02-20	2/20/2020	161892		3896		\$2377.16
	PAYROLL - 2020-02-20	2/20/2020	161893		3353		\$3229.37
	PAYROLL - 2020-02-20	2/20/2020	161894		4000		\$4244.56
	PAYROLL - 2020-02-20	2/20/2020	161895		4362		\$1581.94
	PAYROLL - 2020-02-20	2/20/2020	161896		3295		\$2802.86
	PAYROLL - 2020-02-20	2/20/2020	161897		3904		\$1456.53
	PAYROLL - 2020-02-20	2/20/2020	161898		4947		\$4276.20
	PAYROLL - 2020-02-20	2/20/2020	161899		4834		\$2886.53
	PAYROLL - 2020-02-20	2/20/2020	161900		3524		\$1874.68
	PAYROLL - 2020-02-20	2/20/2020	161901		4745		\$3220.90
	PAYROLL - 2020-02-20	2/20/2020	161902		2202		\$3617.42
	PAYROLL - 2020-02-20	2/20/2020	161903		4184		\$3106.48
	PAYROLL - 2020-02-20	2/20/2020	161904		4433		\$1595.23
	PAYROLL - 2020-02-20	2/20/2020	161905		4127		\$2882.48
	PAYROLL - 2020-02-20	2/20/2020	161906		4183		\$3513.26
	PAYROLL - 2020-02-20	2/20/2020	161907		4787		\$2420.82
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	PAYROLL - 2020-02-20	2/20/2020	161909		3821		\$2947.45
	PAYROLL - 2020-02-20	2/20/2020	161910		4345		\$5755.15
	PAYROLL - 2020-02-20	2/20/2020	161911		3855		\$2720.12
	PAYROLL - 2020-02-20	2/20/2020	161912		4874		\$3008.64
	PAYROLL - 2020-02-20	2/20/2020	161913		4701		\$2853.36
	PAYROLL - 2020-02-20	2/20/2020	161914		4746		\$1416.88
	PAYROLL - 2020-02-20	2/20/2020	161915		3473		\$2927.91
	PAYROLL - 2020-02-20	2/20/2020	161916		4772		\$1725.98
	PAYROLL - 2020-02-20	2/20/2020	161917		3856		\$3034.95
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	PAYROLL - 2020-02-20	2/20/2020	161919		4574		\$1447.04
	PAYROLL - 2020-02-20	2/20/2020	161920		2709		\$3194.49

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	PAYROLL - 2020-02-20	2/20/2020	161924		4998		\$2416.02
	PAYROLL - 2020-02-20	2/20/2020	161925		3901		\$2829.58
	PAYROLL - 2020-02-20	2/20/2020	161926		4432		\$1458.22
	PAYROLL - 2020-02-20	2/20/2020	161927		4904		\$2479.64
	PAYROLL - 2020-02-20	2/20/2020	161928		4900		\$2547.36
	PAYROLL - 2020-02-20	2/20/2020	161929		3902		\$2915.34
	PAYROLL - 2020-02-20	2/20/2020	161930		3894		\$5195.40
	PAYROLL - 2020-02-20	2/20/2020	161931		3804		\$2545.20
	PAYROLL - 2020-02-20	2/20/2020	161932		4515		\$2828.47
	PAYROLL - 2020-02-20	2/20/2020	161933		4080		\$2432.72
	PAYROLL - 2020-02-20	2/20/2020	161934		4075		\$3301.16
	PAYROLL - 2020-02-20	2/20/2020	161935		3356		\$2588.23
	PAYROLL - 2020-02-20	2/20/2020	161936		4394		\$4473.56
	PAYROLL - 2020-02-20	2/20/2020	161937		3651		\$2665.74
	PAYROLL - 2020-02-20	2/20/2020	161938		4944		\$1132.55
	PAYROLL - 2020-02-20	2/20/2020	161939		4271		\$2663.88
	PAYROLL - 2020-02-20	2/20/2020	161940		3413		\$2706.90
	PAYROLL - 2020-02-20	2/20/2020	161941		4230		\$1401.63
	PAYROLL - 2020-02-20	2/20/2020	161942		4270		\$3119.72
	PAYROLL - 2020-02-20	2/20/2020	161943		4113		\$2944.54
	PAYROLL - 2020-02-20	2/20/2020	161944		4016		\$2828.47
	PAYROLL - 2020-02-20	2/20/2020	161945		5000		\$2046.01
	PAYROLL - 2020-02-20	2/20/2020	161946		3306		\$2860.12
	PAYROLL - 2020-02-20	2/20/2020	161947		4296		\$2718.73
	PAYROLL - 2020-02-20	2/20/2020	161948		4599		\$3389.02
	PAYROLL - 2020-02-20	2/20/2020	161949		4894		\$1270.45
	PAYROLL - 2020-02-20	2/20/2020	161950		4235		\$3181.91
	PAYROLL - 2020-02-20	2/20/2020	161951		4357		\$545.81
	PAYROLL - 2020-02-20	2/20/2020	161952		4813		\$1335.22
	PAYROLL - 2020-02-20	2/20/2020	161953		4496		\$2729.86
	PAYROLL - 2020-02-20	2/20/2020	161954		4519		\$2919.37
	PAYROLL - 2020-02-20	2/20/2020	161955		4684		\$4058.99

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	PAYROLL - 2020-02-20	2/20/2020	161957		4114		\$2789.58
	PAYROLL - 2020-02-20	2/20/2020	161958		4128		\$2870.44
	PAYROLL - 2020-02-20	2/20/2020	161959		4896		\$2660.60
	PAYROLL - 2020-02-20	2/20/2020	161960		3746		\$3817.27
	PAYROLL - 2020-02-20	2/20/2020	161961		3964		\$2946.13
	PAYROLL - 2020-02-20	2/20/2020	161962		4536		\$2689.04
	PAYROLL - 2020-02-20	2/20/2020	161963		2885		\$4150.40
	PAYROLL - 2020-02-20	2/20/2020	161964		3903		\$3063.24
	PAYROLL - 2020-02-20	2/20/2020	161965		4872		\$1157.47
	PAYROLL - 2020-02-20	2/20/2020	161966		4103		\$2986.89
	PAYROLL - 2020-02-20	2/20/2020	161967		4967		\$2424.69
	PAYROLL - 2020-02-20	2/20/2020	161968		4234		\$1954.42
	PAYROLL - 2020-02-20	2/20/2020	161969		4332		\$2686.96
	PAYROLL - 2020-02-20	2/20/2020	161970		4913		\$2664.47
	PAYROLL - 2020-02-20	2/20/2020	161971		4981		\$2242.07
	PAYROLL - 2020-02-20	2/20/2020	161972		4452		\$1552.54
	PAYROLL - 2020-02-20	2/20/2020	161973		4216		\$7618.24
	PAYROLL - 2020-02-20	2/20/2020	161974		4687		\$1982.06
	PAYROLL - 2020-02-20	2/20/2020	161975		4238		\$2051.22
	PAYROLL - 2020-02-20	2/20/2020	161976		4223		\$2598.61
	PAYROLL - 2020-02-20	2/20/2020	161977		3456		\$2155.46
	PAYROLL - 2020-02-20	2/20/2020	161978		4724		\$1383.82
	PAYROLL - 2020-02-20	2/20/2020	161979		4762		\$1997.55
	PAYROLL - 2020-02-20	2/20/2020	161980		3738		\$2699.71
	PAYROLL - 2020-02-20	2/20/2020	161981		4993		\$1920.24
	PAYROLL - 2020-02-20	2/20/2020	161982		3541		\$3229.41
	PAYROLL - 2020-02-20	2/20/2020	161983		4487		\$3025.74
	PAYROLL - 2020-02-20	2/20/2020	161984		3185		\$3208.64
	PAYROLL - 2020-02-20	2/20/2020	161985		4526		\$1553.23
	PAYROLL - 2020-02-20	2/20/2020	161986		4326		\$3102.47
	PAYROLL - 2020-02-20	2/20/2020	161987		4140		\$2486.35
	PAYROLL - 2020-02-20	2/20/2020	161988		4790		\$1849.71
	PAYROLL - 2020-02-20	2/20/2020	161989		4596		\$2517.65
	PAYROLL - 2020-02-20	2/20/2020	161990		3551		\$1846.09

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	PAYROLL - 2020-02-20	2/20/2020	161994		4948		\$2728.97
	PAYROLL - 2020-02-20	2/20/2020	161995		3970		\$2249.16
	PAYROLL - 2020-02-20	2/20/2020	161996		3324		\$2491.06
	PAYROLL - 2020-02-20	2/20/2020	161997		4683		\$2583.31
	PAYROLL - 2020-02-20	2/20/2020	161998		4335		\$2180.23
	PAYROLL - 2020-02-20	2/20/2020	161999		4761		\$3315.71
	PAYROLL - 2020-02-20	2/20/2020	162000		4342		\$3197.01
	PAYROLL - 2020-02-20	2/20/2020	162001		3781		\$1564.38
	PAYROLL - 2020-02-20	2/20/2020	162002		4329		\$3210.91
	PAYROLL - 2020-02-20	2/20/2020	162003		4805		\$2916.54
	PAYROLL - 2020-02-20	2/20/2020	162004		3944		\$2450.24
	PAYROLL - 2020-02-20	2/20/2020	162005		4830		\$1388.16
	PAYROLL - 2020-02-20	2/20/2020	162006		4734		\$2933.77
	PAYROLL - 2020-02-20	2/20/2020	162007		4702		\$2446.72
	PAYROLL - 2020-02-20	2/20/2020	162008		4727		\$1470.17
	PAYROLL - 2020-02-20	2/20/2020	162009		3531		\$1593.94
	PAYROLL - 2020-02-20	2/20/2020	162010		4995		\$906.58
	PAYROLL - 2020-02-20	2/20/2020	162011		4269		\$832.57
	PAYROLL - 2020-02-20	2/20/2020	162012		4826		\$2369.52
	PAYROLL - 2020-02-20	2/20/2020	162013		4254		\$4318.23
	PAYROLL - 2020-02-20	2/20/2020	162014		4491		\$2765.20
	PAYROLL - 2020-02-20	2/20/2020	162015		4915		\$1680.34
	PAYROLL - 2020-02-20	2/20/2020	162016		4807		\$1146.14
	PAYROLL - 2020-02-20	2/20/2020	162017		3216		\$2873.41
	PAYROLL - 2020-02-20	2/20/2020	162018		4175		\$2856.01
	PAYROLL - 2020-02-20	2/20/2020	162019		4475		\$3059.45
	PAYROLL - 2020-02-20	2/20/2020	162020		3999		\$4245.31
	PAYROLL - 2020-02-20	2/20/2020	162021		4055		\$4207.84
	PAYROLL - 2020-02-20	2/20/2020	162022		4795		\$1375.37
	PAYROLL - 2020-02-20	2/20/2020	162023		4992		\$3305.02
	PAYROLL - 2020-02-20	2/20/2020	162024		3945		\$2372.63
	PAYROLL - 2020-02-20	2/20/2020	162025		4688		\$3218.73

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-02-20	2/20/2020	162026		4327		\$3362.26
	PAYROLL - 2020-02-20	2/20/2020	162027		4845		\$2423.36
	PAYROLL - 2020-02-20	2/20/2020	162028		4697		\$1975.53
	PAYROLL - 2020-02-20	2/20/2020	162029		4507		\$2040.60
	PAYROLL - 2020-02-20	2/20/2020	162030		4074		\$2230.40
	PAYROLL - 2020-02-20	2/20/2020	162031		4791		\$2715.99
	PAYROLL - 2020-02-20	2/20/2020	162032		4073		\$1270.37
	PAYROLL - 2020-02-20	2/20/2020	162033		3805		\$2102.07
	PAYROLL - 2020-02-20	2/20/2020	162034		3354		\$1581.45
	PAYROLL - 2020-02-20	2/20/2020	162035		4848		\$462.65
	PAYROLL - 2020-02-20	2/20/2020	162036		4031		\$1925.28
	PAYROLL - 2020-02-20	2/20/2020	162037		3741		\$3245.61
	PAYROLL - 2020-02-20	2/20/2020	162038		4276		\$1600.53
	PAYROLL - 2020-02-20	2/20/2020	162039		4870		\$2216.32
	PAYROLL - 2020-02-20	2/20/2020	162040		4871		\$1827.80
	PAYROLL - 2020-02-20	2/20/2020	162041		4836		\$1460.75
	PAYROLL - 2020-02-20	2/20/2020	162042		3685		\$2469.20
	PAYROLL - 2020-02-20	2/20/2020	162043		4911		\$1692.39
	PAYROLL - 2020-02-20	2/20/2020	162044		2800		\$1764.49
	PAYROLL - 2020-02-20	2/20/2020	162045		3265		\$4036.82
	PAYROLL - 2020-02-20	2/20/2020	162046		2996		\$1334.57
	PAYROLL - 2020-02-20	2/20/2020	162047		4942		\$1166.80
	PAYROLL - 2020-02-20	2/20/2020	162048		3912		\$1984.03
	PAYROLL - 2020-02-20	2/20/2020	162049		3318		\$2727.37
	PAYROLL - 2020-02-20	2/20/2020	162050		3981		\$2678.23
	PAYROLL - 2020-02-20	2/20/2020	162051		4822		\$1673.39
	PAYROLL - 2020-02-20	2/20/2020	162052		4467		\$1450.79
	PAYROLL - 2020-02-20	2/20/2020	162053		4308		\$1892.03
	PAYROLL - 2020-02-20	2/20/2020	162054		3646		\$1902.16
	PAYROLL - 2020-02-20	2/20/2020	162055		3905		\$2180.35
	PAYROLL - 2020-02-20	2/20/2020	162056		3941		\$1128.13
	PAYROLL - 2020-02-20	2/20/2020	162057		4808		\$2249.14
	PAYROLL - 2020-02-20	2/20/2020	162058		4404		\$1380.02
	PAYROLL - 2020-02-20	2/20/2020	162059		4316		\$1839.55
	PAYROLL - 2020-02-20	2/20/2020	162060		3470		\$1515.76

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
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	PAYROLL - 2020-02-20	2/20/2020	162062		3503		\$1943.70
	PAYROLL - 2020-02-20	2/20/2020	162063		3517		\$1947.61
	PAYROLL - 2020-02-20	2/20/2020	162064		4363		\$1775.99
	PAYROLL - 2020-02-20	2/20/2020	162065		4914		\$1976.19
	PAYROLL - 2020-02-20	2/20/2020	162066		4833		\$1481.54
	PAYROLL - 2020-02-20	2/20/2020	162067		2992		\$2275.92
	PAYROLL - 2020-02-20	2/20/2020	162068		3826		\$1876.53
	PAYROLL - 2020-02-20	2/20/2020	162069		1995		\$1517.06
	PAYROLL - 2020-02-20	2/20/2020	162070		4563		\$2034.80
	PAYROLL - 2020-02-20	2/20/2020	162071		4615		\$1072.69
	PAYROLL - 2020-02-20	2/20/2020	162072		4373		\$1676.22
	PAYROLL - 2020-02-20	2/20/2020	162073		3876		\$1447.60
	PAYROLL - 2020-02-20	2/20/2020	162074		3578		\$1871.90
	PAYROLL - 2020-02-20	2/20/2020	162075		4242		\$1439.99
	PAYROLL - 2020-02-20	2/20/2020	162076		4983		\$1294.05
	PAYROLL - 2020-02-20	2/20/2020	162077		2836		\$1863.84
	PAYROLL - 2020-02-20	2/20/2020	162078		3728		\$1912.45
	PAYROLL - 2020-02-20	2/20/2020	162079		2297		\$1610.76
	PAYROLL - 2020-02-20	2/20/2020	162080		3780		\$1852.31
	PAYROLL - 2020-02-20	2/20/2020	162081		2887		\$1857.67
	PAYROLL - 2020-02-20	2/20/2020	162082		3865		\$1856.53
	PAYROLL - 2020-02-20	2/20/2020	162083		4101		\$1610.51
	PAYROLL - 2020-02-20	2/20/2020	162084		4560		\$1669.20
	PAYROLL - 2020-02-20	2/20/2020	162085		4300		\$1699.75
	PAYROLL - 2020-02-20	2/20/2020	162086		4504		\$1568.62
	PAYROLL - 2020-02-20	2/20/2020	162087		4660		\$1676.29
	PAYROLL - 2020-02-20	2/20/2020	162088		4386		\$1696.59
	PAYROLL - 2020-02-20	2/20/2020	162089		4934		\$1197.05
	PAYROLL - 2020-02-20	2/20/2020	162090		4448		\$1753.60
	PAYROLL - 2020-02-20	2/20/2020	162091		4641		\$1451.68
	PAYROLL - 2020-02-20	2/20/2020	162092		4440		\$1760.44
	PAYROLL - 2020-02-20	2/20/2020	162093		4169		\$908.51
	PAYROLL - 2020-02-20	2/20/2020	162094		3988		\$1582.18
	PAYROLL - 2020-02-20	2/20/2020	162095		4025		\$1551.61

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-02-20	2/20/2020	162096		1973		\$1583.83
	PAYROLL - 2020-02-20	2/20/2020	162097		4100		\$2012.38
	PAYROLL - 2020-02-20	2/20/2020	162098		4643		\$1676.61
	PAYROLL - 2020-02-20	2/20/2020	162099		4533		\$1067.62
	PAYROLL - 2020-02-20	2/20/2020	162100		3778		\$1133.45
	PAYROLL - 2020-02-20	2/20/2020	162101		4709		\$1883.43
	PAYROLL - 2020-02-20	2/20/2020	162102		3749		\$1146.53
	PAYROLL - 2020-02-20	2/20/2020	162103		4548		\$1651.08
	PAYROLL - 2020-02-20	2/20/2020	162104		4241		\$1666.64
	PAYROLL - 2020-02-20	2/20/2020	162105		4689		\$1504.64
	PAYROLL - 2020-02-20	2/20/2020	162106		4233		\$1525.52
	PAYROLL - 2020-02-20	2/20/2020	162107		4196		\$2022.14
	PAYROLL - 2020-02-20	2/20/2020	162108		4616		\$2248.92
	PAYROLL - 2020-02-20	2/20/2020	162109		4568		\$2236.58
	PAYROLL - 2020-02-20	2/20/2020	162110		3747		\$1970.54
	PAYROLL - 2020-02-20	2/20/2020	162111		3740		\$1890.29
	PAYROLL - 2020-02-20	2/20/2020	162112		4503		\$2180.36
	PAYROLL - 2020-02-20	2/20/2020	162113		4789		\$1834.46
	PAYROLL - 2020-02-20	2/20/2020	162114		3730		\$2560.14
	PAYROLL - 2020-02-20	2/20/2020	162115		3771		\$1996.68
	PAYROLL - 2020-02-20	2/20/2020	162116		4902		\$2490.43
	PAYROLL - 2020-02-20	2/20/2020	162117		4828		\$1368.18
	PAYROLL - 2020-02-20	2/20/2020	162118		4691		\$1659.62
	PAYROLL - 2020-02-20	2/20/2020	162119		4006		\$2530.94
	PAYROLL - 2020-02-20	2/20/2020	162120		3883		\$2165.62
	PAYROLL - 2020-02-20	2/20/2020	162121		4281		\$3608.42
	PAYROLL - 2020-02-20	2/20/2020	162122		4012		\$1569.47
	PAYROLL - 2020-02-20	2/20/2020	162123		4165		\$2056.10
	PAYROLL - 2020-02-20	2/20/2020	162124		4374		\$2029.88
	PAYROLL - 2020-02-20	2/20/2020	162125		4177		\$2395.41
	PAYROLL - 2020-02-20	2/20/2020	162126		4832		\$741.84
	PAYROLL - 2020-02-20	2/20/2020	162127		3858		\$1883.76
	PAYROLL - 2020-02-20	2/20/2020	162128		4485		\$2055.57
	PAYROLL - 2020-02-20	2/20/2020	162129		4013		\$2931.76
	PAYROLL - 2020-02-20	2/20/2020	162130		4333		\$2165.18

CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-02-20	2/20/2020	162131		3468		\$1780.93
	PAYROLL - 2020-02-20	2/20/2020	162132		3831		\$1602.77
	PAYROLL - 2020-02-20	2/20/2020	162133		4802		\$1322.40
	PAYROLL - 2020-02-20	2/20/2020	162134		4707		\$1659.84
	PAYROLL - 2020-02-20	2/20/2020	162135		4606		\$1571.57
	PAYROLL - 2020-02-20	2/20/2020	162136		3787		\$1324.73
	PAYROLL - 2020-02-20	2/20/2020	162137		4893		\$2561.91
	PAYROLL - 2020-02-20	2/20/2020	162138		4984		\$1364.67
	PAYROLL - 2020-02-20	2/20/2020	162139		3866		\$1543.03
	PAYROLL - 2020-02-20	2/20/2020	162140		4738		\$2877.16
	PAYROLL - 2020-02-20	2/20/2020	162141		4040		\$2542.08
	PAYROLL - 2020-02-20	2/20/2020	162142		4673		\$1381.48
	PAYROLL - 2020-02-20	2/20/2020	162143		3534		\$1600.13
	PAYROLL - 2020-02-20	2/20/2020	162144		3482		\$1772.74
	PAYROLL - 2020-02-20	2/20/2020	162145		4566		\$2306.88
	PAYROLL - 2020-02-20	2/20/2020	162146		4978		\$1315.93
	PAYROLL - 2020-02-20	2/20/2020	162147		4262		\$1148.78
	PAYROLL - 2020-02-20	2/20/2020	162148		4001		\$1906.79
	PAYROLL - 2020-02-20	2/20/2020	162149		3489		\$2047.99
	PAYROLL - 2020-02-20	2/20/2020	162150		4043		\$2678.81
	PAYROLL - 2020-02-20	2/20/2020	162151		4104		\$3029.55
	PAYROLL - 2020-02-20	2/20/2020	162152		4723		\$1836.08
	PAYROLL - 2020-02-20	2/20/2020	162153		4069		\$1687.27
	PAYROLL - 2020-02-20	2/20/2020	162154		3020		\$1531.99
	PAYROLL - 2020-02-20	2/20/2020	162155		4987		\$1737.81
	PAYROLL - 2020-02-20	2/20/2020	162156		3808		\$1654.66
	PAYROLL - 2020-02-20	2/20/2020	162157		4980		\$1640.98
	PAYROLL - 2020-02-20	2/20/2020	162158		4927		\$1749.04
	PAYROLL - 2020-02-20	2/20/2020	162159		4527		\$1284.24
	PAYROLL - 2020-02-20	2/20/2020	162160		4950		\$1426.95
	PAYROLL - 2020-02-20	2/20/2020	162161		4925		\$1836.14
	PAYROLL - 2020-02-20	2/20/2020	162162		3813		\$2991.47
	PAYROLL - 2020-02-20	2/20/2020	162163		4878		\$3852.93
	PAYROLL - 2020-02-20	2/20/2020	162164		3816		\$4036.68
	PAYROLL - 2020-02-20	2/20/2020	162165		4321		\$1052.80

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CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-02-20	2/20/2020	162166		3729		\$1731.41
	PAYROLL - 2020-02-20	2/20/2020	162167		3852		\$2206.66
	PAYROLL - 2020-02-20	2/20/2020	162168		4990		\$1704.13
	PAYROLL - 2020-02-20	2/20/2020	162169		4320		\$2403.19
	PAYROLL - 2020-02-20	2/20/2020	162170		4071		\$1259.21
	PAYROLL - 2020-02-20	2/20/2020	162171		3011		\$2540.25
	PAYROLL - 2020-02-20	2/20/2020	162172		4991		\$1216.45
	PAYROLL - 2020-02-20	2/20/2020	162173		5002		\$1452.04
	PAYROLL - 2020-02-20	2/20/2020	162174		3015		\$1002.07
	PAYROLL - 2020-02-20	2/20/2020	162175		4804		\$1648.13
	PAYROLL - 2020-02-20	2/20/2020	162176		4885		\$2942.93
	PAYROLL - 2020-02-20	2/20/2020	162177		3604		\$1818.91
	PAYROLL - 2020-02-20	2/20/2020	162178		4818		\$1836.40
	PAYROLL - 2020-02-20	2/20/2020	162179		4796		\$2294.44
	PAYROLL - 2020-02-20	2/20/2020	162180		3009		\$1396.05
	PAYROLL - 2020-02-20	2/20/2020	162181		4039		\$2413.42
	PAYROLL - 2020-02-20	2/20/2020	162182		4884		\$2701.80
	PAYROLL - 2020-02-20	2/20/2020	162183		4601		\$1248.61
	PAYROLL - 2020-02-20	2/20/2020	162184		3253		\$978.00
	PAYROLL - 2020-02-20	2/20/2020	162185		3800		\$1590.72
	PAYROLL - 2020-02-20	2/20/2020	162186		4881		\$660.74
	PAYROLL - 2020-02-20	2/20/2020	162187		4661		\$2371.76
	PAYROLL - 2020-02-20	2/20/2020	162188		4877		\$3521.77
	PAYROLL - 2020-02-20	2/20/2020	162189		4721		\$1379.11
	PAYROLL - 2020-02-20	2/20/2020	162190		4820		\$1435.85
	PAYROLL - 2020-02-20	2/20/2020	162191		3642		\$1724.10
	PAYROLL - 2020-02-20	2/20/2020	162192		3359		\$1651.06
	PAYROLL - 2020-02-20	2/20/2020	162193		4142		\$1062.19
	PAYROLL - 2020-02-20	2/20/2020	162194		4609		\$2588.32
	PAYROLL - 2020-02-20	2/20/2020	162195		4938		\$1646.22
	PAYROLL - 2020-02-20	2/20/2020	162196		2130		\$1753.86
	PAYROLL - 2020-02-20	2/20/2020	162197		4799		\$825.34
	PAYROLL - 2020-02-20	2/20/2020	162198		4292		\$530.12
	PAYROLL - 2020-02-20	2/20/2020	162199		3050		\$2107.51
	PAYROLL - 2020-02-20	2/20/2020	162200		4712		\$581.29

CHECK TYPE	CHECK TYPE	CHECK DATE	CHECKNBR	VOID	EMP#	EMP NAME	DD AMT
	PAYROLL - 2020-02-20	2/20/2020	162201		4954		\$245.08
	PAYROLL - 2020-02-20	2/20/2020	162202		4051		\$919.02
	PAYROLL - 2020-02-20	2/20/2020	162203		4961		\$588.02
	PAYROLL - 2020-02-20	2/20/2020	162204		4953		\$809.67
	PAYROLL - 2020-02-20	2/20/2020	162205		4531		\$1784.90
	PAYROLL - 2020-02-20	2/20/2020	162206		4970		\$585.58
	PAYROLL - 2020-02-20	2/20/2020	162207		4897		\$712.28
	PAYROLL - 2020-02-20	2/20/2020	162208		4971		\$309.06
	PAYROLL - 2020-02-20	2/20/2020	162209		4704		\$719.52
	PAYROLL - 2020-02-20	2/20/2020	162210		3661		\$850.67
	PAYROLL - 2020-02-20	2/20/2020	162211		4180		\$1659.52
	PAYROLL - 2020-02-20	2/20/2020	162212		3911		\$687.88
	PAYROLL - 2020-02-20	2/20/2020	162213		3918		\$1097.91
	PAYROLL - 2020-02-20	2/20/2020	162214		4910		\$749.35
	PAYROLL - 2020-02-20	2/20/2020	162215		3745		\$1610.01
	PAYROLL - 2020-02-20	2/20/2020	162216		3366		\$1029.43
	PAYROLL - 2020-02-20	2/20/2020	162217		4999		\$1835.07
	PAYROLL - 2020-02-20	2/20/2020	162218		4511		\$1063.84
	PAYROLL - 2020-02-20	2/20/2020	162219		4172		\$626.93
	PAYROLL - 2020-02-20	2/20/2020	162220		3739		\$1366.07
	PAYROLL - 2020-02-20	2/20/2020	162221		4280		\$677.74
	PAYROLL - 2020-02-20	2/20/2020	162222		4777		\$1450.58
	PAYROLL - 2020-02-20	2/20/2020	162223		4853		\$446.51
	PAYROLL - 2020-02-20	2/20/2020	162224		4339		\$319.12
	PAYROLL - 2020-02-20	2/20/2020	162225		3460		\$293.68
	PAYROLL - 2020-02-20	TOTALS:					\$1,122,915.47

Payroll Wires / ACH for 2/10/2020 thru 2/21/2020

PR-WIRESACH-001

Effective Date	WIRE #	MUNIS VENDOR	PAYEE	WIRE AMOUNT	EFFECTIVE DATE	PAYMENT METHOD
02/20/2020	11384	10231	UNITED WAY OF BENTON & FRANKLIN COUNTIES	\$436.04	02/20/2020	W
	11385	10286	WA STATE DEPT OF RETIREMENT SYSTEMS	\$317,131.84	02/20/2020	W
	11386	10348	ICMA	\$185,816.38	02/20/2020	W
	11387	10460	EMPLOYMENT SECURITY DEPT	\$7,007.93	02/20/2020	W
	11388	10646	INTERNATIONAL ASSN OF FIRE FIGHTERS	\$6,489.12	02/20/2020	W
	11389	10694	CHILD SUPPORT VENDORS	\$275.00	02/20/2020	W
	11390	10696	UNITED STATES TREASURY	\$342,740.73	02/20/2020	W
	11391	10701	SOUTHEAST WASHINGTON TELECOMMUNICATORS GUILD	\$1,132.66	02/20/2020	W
	11392	10702	DIVISION OF CHILD SUPPORT	\$5,864.08	02/20/2020	W
	11393	10736	CITY OF RICHLAND	\$5,584.38	02/20/2020	W
	11394	10782	CITY OF RICHLAND DEPENDENT CARE RE	\$1,653.81	02/20/2020	W
	11395	10783	CITY OF RICHLAND MEDICAL DENTAL VISION	\$441,005.65	02/20/2020	W
	11396	10784	CITY OF RICHLAND UNEMPLOYMENT	\$3,485.45	02/20/2020	W
	11397	10785	CITY OF RICHLAND WORKER'S COMPENSA	\$36,620.96	02/20/2020	W
	11398	10786	CITY OF RICHLAND CIGNA DISABILITY	\$5,718.20	02/20/2020	W
	11399	10788	CITY OF RICHLAND CIGNA OPTIONAL AD	\$12.80	02/20/2020	W
	11400	10984	NATIONWIDE RETIREMENT SOLUTIONS	\$28,437.80	02/20/2020	W
			EFFECTIVE DATE TOTAL	\$1,389,412.83		
Total			WIRE TOTAL FOR SELECTED TIME PERIOD	\$1,389,412.83		



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Items of Business

Core Focus Area 1 - Promote Financial Stability & Operational Effectiveness

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 5 - Maximize Community Amenities

Subject:

Resolution No. 38-20, Authorizing a Facility Use Agreement with Tri-Cities Girls Fastpitch Softball Association

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

38-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 38-20, authorizing the City Manager to sign and execute a Facility Use Agreement with Tri-Cities Girls Fastpitch Softball Association.

Summary:

The City owns and operates certain athletic fields that are utilized by private sports associations. The associations run recreation leagues that provide opportunities for area youth to participate in sports including baseball, soccer, softball, lacrosse, football, and BMX. Youth sports provide a productive outlet for area citizens and improve Richland's quality of life.

The City utilizes Facility Use Agreements (FUA) to detail the expectations and availability of City-owned athletic fields to private sports associations. The City recently entered into new Facility Use Agreements with the Richland Lacrosse Club, Richland National Little League and Greater Richland Little League. Staff is now proposing an FUA with the Tri-Cities Girls Fastpitch Softball Association (TCGFSA) for use of facilities at the Columbia Playfields.

The current FUA template was developed in 2018 by the Parks and Recreation Commission, and the terms and conditions of the proposed TCGFSA FUA are consistent with other FUAs recently adopted by Council for other sports associations.

On February 13, 2020, the Parks and Recreation Commission unanimously recommended approval of the proposed TCGFSA FUA.

Staff recommends approval of Resolution No. 38-20.

Fiscal Impact:

The proposed FUA includes TCGFSA expenses based on the City's adopted fee schedule, and a market-based rental rate of a City-owned storage building.

Attachments:

1. Resolution No. 38-20
2. Draft 2020 TCGFSA Facility Use Agreement

RESOLUTION NO. 38-20

A RESOLUTION of the City of Richland authorizing a facility use agreement with Tri-Cities Girls Fastpitch Softball Association for the use of a portion of Columbia Playfields.

WHEREAS, Tri-Cities Girls Fastpitch Softball Association (TCGFSA) serves Tri-Cities youth and hosts games and practices at Columbia Playfields; and

WHEREAS, TCGFSA previously invested in Columbia Playfields by donating funds and labor to construct a restroom and concession building, scoreboards, shade canopies, foul poles, and a storage building; and

WHEREAS, youth sports provide a productive outlet for Richland citizens and improve quality of life; and

WHEREAS, the City utilizes facility use agreements with sports organizations to provide for consistent and equitable use of City facilities; and

WHEREAS, the proposed Facility Use Agreement (FUA) with TCGFSA identifies the responsibilities of each party and provides assurances to TCGFSA that facilities will be available for use; and

WHEREAS, the proposed FUA also includes consideration for fees, field availability, maintenance obligations, and standard and customary administrative safeguards.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute a Facility Use Agreement with Tri-Cities Girls Fastpitch Softball Association for the use of a portion of Columbia Playfields.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



CITY OF RICHLAND

FACILITY USE AGREEMENT

Re: Columbia Playfield Softball Fields 1-4

THIS FACILITY USE AGREEMENT ("Agreement") is entered into this _____ day of March, 2020, by and between the **City of Richland**, a Washington municipal corporation located at 625 Swift Blvd., Richland, Washington 99352 ("**City**"), and **Tri-Cities Girls Fastpitch Softball Association**, a Washington non-profit corporation with service at 1961 Forest Avenue, Richland, Washington 99352 ("**TCGFSA**"). The **City** and **TCGFSA** are referred to collectively herein as the "Parties."

WITNESSETH:

1. **Purpose**. The purpose of this Agreement is to support TCGFSA in providing youth recreational activities in Richland to enhance the quality of life for Richland citizens.
2. **Definitions**. Terms used throughout this Agreement are defined as provided in this section. In the event a specific term is not defined by this Agreement, the word will be given its plain meaning depending on common usage and the context in which it appears.
 - a. "Excessive Use" is defined as it appears in the Sports Associations Athletic Field and Sports Court Usage Guidelines.
 - b. "Improvement" means a physical modification or addition to the premises that is intended to improve or enhance functionality or value, excluding routine and ongoing maintenance items, and having a useful life expectancy of at least three (3) years and a minimum value of \$500.
 - c. "Premises" means the area inside the red lines depicted on **Attachment A** and **Attachment B**.
 - d. "Preference for scheduling" is defined as it appears in Section 2.4 of the Sports Associations Athletic Field and Sport Court Usage Guidelines, as adopted or hereafter amended.

- e. "Sports Associations Athletic Field and Sport Court Usage Guidelines" means the most current version of the Sports Associations Athletic Field and Sport Court Usage Guidelines.

3. **Term**. The term of this Agreement shall be for five (5) years beginning on the date first written above (the "Effective Date") and terminating at midnight on the fifth anniversary of the Effective Date. Upon written request of **TCGFSA** received prior to termination, this Agreement may be extended for one (1) additional two-year term upon the same terms and conditions.

4. **Use of City Facilities**.

a. **Field Priority Use**. **TCGFSA** is hereby granted preference for scheduling, as established in Section 2.4 of the City of Richland 2019 Sports Associations Athletic Field and Sport Court Usage Guidelines, to use Fields 1, 2, 3, and 4 (excluding Field 5) now existing at Columbia Playfields Park as depicted on **Attachment A**.

i. **Priority Dates**. Use of the fields shall be scheduled by the **City**. For each year of this Agreement, and consistent with the Sports Association Athletic Field and Sports Court Usage Guidelines, preference for scheduling shall apply Monday – Friday from March 1st through July 20th, and August 25th through October 25th for a secondary fall season (i.e., Fall Ball), provided that written notice is delivered to the City no later than March 1st for the secondary fall season; and further provided that the week of Richland School District's spring break, including the preceding and following weekend days, are excluded from the preference for scheduling identified herein. These dates are subject to change upon written approval by both **TCGFSA** and **City**. Priority use of the fields as contemplated by this Agreement shall be limited to **TCGFSA** practice and league games only.

ii. **Non-Priority Fields**. **TCGFSA** may utilize other fields within the **City** park system either by drop-in or reservation. This Agreement does not extend to **TCGFSA** any priority status or preference for scheduling for use of other fields in the **City** park system. **TCGFSA's** use of such fields shall be on terms, conditions and availability consistent with all other non-contracted facility users.

iii. **Scheduling**. Field reservations can be made by completing an Athletic Field and Sport Court Usage Application submitted to Reserve@ci.richland.wa.us.

5. **Existing Improvements**. With the **City's** permission, **TCGFSA** has made improvements to the Premises, which, as of the date of execution of this Agreement, include the following facilities: 1) construction of a single story restroom/concession building (650 sq. ft.); scoreboards for Fields 1, 2, 3 and 4; shade canopies for bleacher seating areas for Fields 1, 2, 3 and 4; foul poles for Fields 1, 2, 3 and 4; installation of

heat pumps for the two-story building; and construction of a storage building (576 sq. ft.)(the "Existing Improvements").

- a. Use of TCGFSA Improvements. Upon execution of this Agreement, **TCGFSA** hereby transfers to the City its ownership interest in all Existing Improvements.
- b. Limitations of Facility Use Agreement. This Agreement is limited to the Premises and related improvements existing as of the date of execution, and future authorized improvements allowed under Section 8 herein. The Parties acknowledge that this Agreement shall not apply to any future improvements constructed on **City** property by and on behalf of the **City** or any other entity. Priority use, preference for scheduling, and/or exclusive use of any such future improvement (fields, improvements, etc.) on **City** property requires negotiation of a new Facility Use Agreement between the Parties.

6. Fees/Compensation.

- a. Facility Rent. **TCGFSA** rents 576 square feet in the Storage Building at the initial monthly rate of \$120.96 (\$0.21/square foot) per month for 12 months per year plus Washington State leasehold excise tax at the rate determined by the State of Washington, which is currently 12.84%. Payment will be made annually on the schedule defined for the annual rent payment herein.
 - i. Annual Rent Increase. On January 1 of each year, the annual rent will increase based on inflation, based upon the November CPI-W as published in December of each year by the U.S. Bureau of Labor and Statistics. If November CPI-W reflects a negative value, the annual rent rate shall remain unchanged for one year until the following January 1, when the most recently published November CPI-W will again be reviewed and applied. The initial 2020 annual rent payment is \$1,451.52 (576 square feet x \$0.21 per square foot x 12 months) plus Washington State leasehold excise tax. The rent figure represents the base rate that is subject to increase by November CPI-W in subsequent years of this Agreement.
- b. Payment of Rent. The total initial annual rent payment of \$1,451.52 plus an additional \$186.38 annual Washington State leasehold excise tax shall be submitted to the Parks & Public Facilities Department, 500 Amon Park Drive, Richland, WA 99352. The annual payment will be invoiced by the City, and shall be made prior to close of business on or before March 1st of each calendar year. If March 1st falls on a holiday, payment shall be due the next business day. A business day is any day on which the City of Richland is open to the public for business transactions.
- c. Field Use Fees. The **City** has established field use fees to recover a portion of the costs associated with the maintenance and operation of sports fields. If the rate(s) increase during the term of this Agreement, the new rates shall apply; PROVIDED,

however, that if the increase occurs after club registration has begun, the new rate(s) will not apply until the next club registration begins. For the individual facilities within the Premises, the Parties agree that the sports field rental rate shall not exceed \$8.00 per hour per field for the term of this Agreement.

- d. Field use fees will be assessed for hours of use up to the maximum field use hours established in the Sports Associations Athletic Field and Sport Court Usage Guidelines, **Attachment C**, based on weekly use. For example: for the first week of April, a “game ready” field would allow eighteen (18) hours of use. **TCGFSA** would pay \$5.25 per hour x 18 hours, as \$5.25 is the current use fee for non-lighted fields, for a total of \$94.50 per field. For use in excess of the maximum field use hours established in the Sports Associations Athletic Field and Sport Court Usage Guidelines, see Section 7 herein.
 - e. Payment of Field Use Fees. Payment of the Field Use Fees shall be as established in the Sports Associations Athletic Field and Sport Court Usage Guidelines and will be payable upon receipt of invoice from the City. No field use fees are charged when the **City** closes facilities for inclement weather or safety reasons.
 - f. Credit Applied. An accounting of previously approved credits and drawdowns against credits is provided in **Attachment D**. Any credit remaining upon expiration or termination of this Agreement shall be forfeited. With the exception of Washington State leasehold excise tax, existing credits as identified on **Attachment D** may be applied toward the rent and fees identified in Section 6 until exhausted. Washington State leasehold excise tax must be paid in cash or check to the City to pass through to the State of Washington. For **TCGFSA's** information only, **Attachment D** will be updated annually, including an accounting of credits and drawdowns, and will be provided electronically to **TCGFSA**.
7. Damage Deposit. **TCGFSA** shall provide a damage deposit in the amount of \$2,000, which represents \$500 per field (Columbia Playfield Fields 1-4). The damage deposit shall be used by the **City** to repair or otherwise remedy, in the **City's** sole discretion, negligent or willful damage caused by **TCGFSA**, including but not limited to damage to fencing, bleachers, benches, trees, shrubs and/or flowers, or damage to the irrigation system. **TCGFSA** is not responsible to repair or remedy normal wear and tear. The damage deposit shall be submitted in full on March 1st with the fees due under Section 6, herein. If the **City** uses any or all of the damage deposit during the term of this Agreement, **TCGFSA** shall, within 30 calendar days' notice, remit to the **City** additional damage deposit funds necessary to restore the damage deposit balance to \$2,000. The damage deposit, if not used, will be returned to **TCGFSA** within forty-five (45) calendar days after expiration or termination of this Agreement. The damage deposit required in the City of Richland Sports Association Athletic Field and Sport Court Usage Guideline shall not apply.

8. Maximum Use Hours

- a. Liability for Excess Use. The **City** has established maximum use hours for “game ready” and “practice” fields as provided in the Sports Associations Athletic Field and Court Usage Guidelines, **Attachment C**. At the Premises, **TCGFSA** shall be liable for the cost, in excess of the annual damage deposit, to repair the fields as a result of exceeding the established maximum use hours.
- b. Field Preparation and Inspection. Each year of this Agreement, the **City** will prepare the fields for **TCGFSA** league use. Field preparation will consist of the activities identified in **Attachment E**. A city representative and a TCGFSA representative, together, will inspect the Premises on three (3) separate occasions and document all field conditions. The first inspection will occur prior to March 1st of each year. The **City** and **TCGFSA** will also inspect and document the fields in May so that **TCGFSA** can address any significant field issues prior to the end of the season. At the end of the season, the city representative and TCGFSA representative will inspect and document the field conditions and determine what work needs to be completed to bring the fields back to the condition they were in at the pre-season walk-through. The Parties recognize that Columbia Playfields are a shared-use facility with other users.

9. Improvements, Ownership and Maintenance

- a. Authorized Improvements. All future improvements proposed by **TCGFSA** shall be reviewed and approved in writing by the **City** in the **City's** discretion. Credit for park improvements against fees may be authorized if approved by the **City**, including the cost of certain maintenance materials, such as infield conditioner, if **TCGFSA** is able to validate through proof of value that the item was procured at a cost equal to or less than that which the **City** would pay for the same item. **TCGFSA** and **City** will determine ownership and the maintenance obligation of all improvements via amendment of this Agreement. As an alternative, **TCGFSA** may offer the improvement to the **City** as a donation, at which time the **City** may, in its sole discretion, accept or refuse the donation. **TCGFSA** shall be liable for any damage caused to the property during removal of its improvements from **City** property.
- b. Unauthorized Improvements. Improvements made on **City** property without **City's** prior written consent, or which are not constructed in conformance with plans submitted to and approved by **City** (hereafter “Unauthorized Improvements”), shall immediately become the property of the **City** unless **City** elects otherwise. Regardless of ownership of the Unauthorized Improvements, **City** may, at its option, require **TCGFSA** to remove the Unauthorized Improvements, charge **TCGFSA** for the use of the Unauthorized Improvements, or both. **TCGFSA** shall be liable for any damage caused during removal of Unauthorized Improvements from **City** property. If **TCGFSA** fails to remove an

Unauthorized Improvement upon demand, **City** may remove the improvement and charge **TCGFSA** for the cost of removal and disposal.

- c. Maintenance of Improvements. **TCGFSA** is responsible for maintenance of all **TCGFSA** Improvements authorized by **City**. The **City** will not budget monies to replace **TCGFSA** Improvements. **TCGFSA** is encouraged to financially plan for replacement and/or repair cost.
 - d. Maintenance of City-owned Premises. Responsibility for maintenance of the Premises and improvements shall be as identified in **Attachment F**. The **City** may, at its own expense, construct, repair or improve City-owned utilities and/or infrastructure affecting city property. The **City** shall provide advance notice to **TCGFSA** when constructing or repairing utilities under any improvement.
10. Licenses, Permits & Taxes. Before commencing the performance of any activity under this Agreement, **TCGFSA** shall procure all necessary permits and licenses as may be necessary and comply with all the laws, ordinances, codes and regulations now or hereafter in effect promulgated by any federal, state, or local governmental agency relating to the performance of work under this Agreement. All sales tax shall be coded to the **City**.
11. Premises Condition – “As Is”. On an annual basis, the **City** shall furnish the Premises in its existing condition. By taking initial possession of the Storage Building (Attachment B) and using Fields 1, 2, 3 and 4 (Attachment A) at the start of each season, **TCGFSA** warrants that it has inspected the Premises and confirms the Premises are acceptable for **TCGFSA’S** use, noting any existing defects or other objections at the time of taking possession.
12. Right of Entry on Premises. The **City** may enter leased buildings at any reasonable time upon providing reasonable notice to **TCGFSA** for the purposes of inspecting leased buildings or performing any work which the **City** elects to undertake. In case of emergency, the **City** may enter the Premises at any time without notice to the **TCGFSA**.
13. Disclaimer of Liability. At all times during this Agreement, **TCGFSA** assumes sole responsibility for adequately securing **TCGFSA’S** personal property on the Premises. The **City** assumes no responsibility for providing adequate security or safekeeping of **TCGFSA’S** property while located on the Premises. Further, the **City** makes no representations, express or implied, related to the security of the Premises.
14. Consequential Damages. Under no circumstance shall the **City** be liable for any consequential damages stemming from the **City’s** determination to temporarily or permanently close, during the term of this Agreement, any **City** property implicated by this Agreement, including but not limited to Columbia Playfield Park or any abutting **City** property.

15. Indemnification and Hold Harmless. **TCGFSA** agrees to indemnify, defend and hold the **City** harmless from and against all liabilities, costs, damages and expenses which may accrue, be charged to, or recovered from the **City** by reason or on account of damage to the property of the **City**, including environmental damage, injury to, or death of any person, arising from **TCGFSA'S** use and occupancy of **City** property, provided the **City** shall give **TCGFSA** prompt and timely notice of any claim made or suit instituted which in any way affects **TCGFSA** or its insurer, and **TCGFSA** and its insurer shall have the right to compromise and defend the same to the extent of their own interest. Any final judgment rendered against the **City** for any cause for which **TCGFSA** is liable hereunder shall be conclusive against **TCGFSA** as to liability and amount.

16. Insurance.

- a. Insurance Term. **TCGFSA** shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with **TCGFSA'S** operation and use of the Premises.
- b. No Limitation. **TCGFSA'S** maintenance of insurance as required by this Agreement shall not be construed to limit the liability of **TCGFSA** to the coverage provided by such insurance, or otherwise limit the **City's** recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. **TCGFSA** shall obtain insurance of the types and coverage described below:
 - i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The **City** shall be named as additional insured on **TCGFSA'S** Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
 - ii. Property insurance shall be written on an all risk basis.
- d. Minimum Amounts of Insurance. **TCGFSA** shall maintain the following insurance limits:
 - i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - ii. Property insurance shall be written covering the full value of **TCGFSA'S** property and improvements with no coinsurance provisions.

- e. Other Insurance Provisions. **TCGFSA'S** Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the **City**. Any insurance, self-insurance, or self-insured pool coverage maintained by the **City** shall be excess of **TCGFSA'S** insurance and shall not contribute with it.
 - f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - g. Verification of Coverage. **TCGFSA** shall furnish the **City** with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of **TCGFSA**.
 - h. Waiver of Subrogation. **TCGFSA** and the **City** hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.
 - i. Notice of Cancellation. **TCGFSA** shall provide the **City** with written notice of any policy cancellation within two (2) business days of its receipt of such notice.
 - j. Failure to Maintain Insurance. Failure on the part of **TCGFSA** to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the **City** may, after giving five (5) business days' notice to **TCGFSA** to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the **City** on demand.
 - k. Full Availability of TCGFSA Limits. If **TCGFSA** maintains higher insurance limits than the minimums shown above, the **City** shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by **TCGFSA**, irrespective of whether such limits maintained by **TCGFSA** are greater than those required by this Agreement, or whether any certificate of insurance furnished to the **City** evidences limits of liability lower than those maintained by **TCGFSA**.
- 17. Termination.** This Agreement may be terminated by either party upon thirty (30) days' written notice given as provided under Section 18. Any failure by **TCGFSA** to comply with any part of this Agreement may result in the immediate termination of this Agreement at the **City's** election and without notice. Any waiver by the **City** of a violation of this Agreement shall not be deemed to become a waiver of any other violation which may occur.

- 18. Notification.** Whenever either Party hereto shall desire to give or serve upon the other any notice, demand, request or other communication, each such notice, demand, request or other communication shall be in writing and shall be given or served upon the other Party by personal delivery (including delivery by written electronic transmission) or by certified, registered or express United States mail, or Federal Express or other commercial courier, postage prepaid, addressed as follows:

City of Richland

Parks & Public Facilities Dept.
Attn: Director Joe Schiessl
625 Swift Blvd. MS-13
Richland, WA 99352
Phone: (509) 942-7578
Email: jschiessl@ci.richland.wa.us

TC Girls Fastpitch Softball Assoc.

Attn: President
P.O. Box 1648
Richland, WA 99352
Phone: (509) 554-0683
Email: r.laplante@tcgfsa.org

Any such notice, demand, request or other communication shall be deemed to have been received upon the earlier of personal delivery thereof or two (2) business days after having been mailed as provided above, as the case may be.

**For field use emergencies, please contact Parks & Public Facilities Supervisor at 578-9338.*

**For all other emergencies, please contact 9-1-1.*

- 19. Severability.** If any provision of this Agreement conflicts with applicable law or its application is found to be invalid, the remainder of this Agreement shall not be affected and to this end, the terms of this Agreement are declared to be severable.
- 20. Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. All attachments are incorporated by reference and apply as if fully set forth herein. Neither Party shall be liable to the other for any representations made by any person concerning the Premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.
- 21. Assignment/Successors.** TCGFSA may not assign any rights or field use under this Agreement without the City's written consent, given in the City's sole discretion. Any assignment made without the City's consent is null and void, and does not relieve TCGFSA of any liability or obligation hereunder.
- 22. Construction of Agreement: Governing Law: Attorney's Fees.** Each Party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it. Accordingly, the Parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. The Parties agree that, should legal action be necessary to enforce any of the provisions of this Agreement, the substantially prevailing party will be awarded its reasonable attorney's fees and costs in action.

The laws of the State of Washington shall control the interpretation of this Agreement, and the venue of any suit regarding this Agreement shall be in the Superior Court of Benton County. **TCGFSA** expressly agrees to submit to personal jurisdiction in Benton County, Washington.

23. Independent Contractor. The Parties agree that this is not a contract of employment. **TCGFSA** is an independent entity with respect to the business hereunder. Nothing in the Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Any assistants or other resources used by **TCGFSA** are and shall be deemed the employees or volunteers of **TCGFSA**, and in no manner employees or volunteers of the **City**.

24. Environmental Compliance and Hazardous Material.

a. Definitions: The following definitions apply to Section 23 of this Agreement:

- i. "Hazardous Materials" as used herein shall mean any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances or any dangerous waste or hazardous waste as defined in Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105) or as defined in Resource Conservation and Recovery Act as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); or
- ii. "Hazardous Substance" as used herein shall mean any substance which now or in the future becomes regulated or defined under any federal, state, or local statute, ordinance, rule, regulation, or other law relating to human health, environmental protection, contamination or cleanup, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.) and Washington's Model Toxics Control Act ("MTCA") as now existing or hereafter amended (RCW Ch. 70.105); or
- iii. Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

b. Use of Hazardous Substances. **TCGFSA** covenants and agrees that Hazardous Substances will not be used, stored, generated, processed, transported, handled, released, or disposed of in, on, or above **City** property, except in accordance with all applicable laws. **TCGFSA** may store household quantities of up to 5 gallons of gasoline, up to two 5- gallon propane tanks and other household cleaners, etc. which shall be stored in flammable liquid cabinets that meet or exceed the NFPA

Flammable Liquid Code #30, OSHA standard 1910.106 for storage of class I, II and III liquids.

- c. Environmental Compliance. **TCGFSA** shall, at **TCGFSA'S** own expense, comply with all federal, state and local laws, ordinances and regulations now or hereafter affecting the **City's** business, property, or any activity or condition on or about the **City's** property, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials and all other environmental laws relating to the improvements on **City** property, soil and groundwater, storm water discharges, or the air in and around **City** property, as well as such rules as may be formulated by the **City** ("the Laws"). **TCGFSA** warrants that its business and all activities to be conducted or performed in, on, or about **City** property shall comply with all the Laws. **TCGFSA** agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations may be necessary at any time during the term of this Agreement to comply with the Laws.
- d. **TCGFSA** shall not cause or permit to occur any violation of the Laws on, under, or about **City** property, or arising from contractor's use or occupancy of **City** property, including, but not limited to, soil and water conditions.
- e. **TCGFSA** shall promptly notify the **City** and provide all information regarding any activity of **TCGFSA** related to Hazardous Materials on or about **City** property that is requested by the **City**. If **TCGFSA** fails to fulfill any duty imposed under this section within a reasonable time, the **City** may do so at the cost of **TCGFSA**; and in such case, **TCGFSA** shall cooperate with the **City** in order to prepare all documents the **City** deems necessary or appropriate to determine the applicability of the Laws to **City** property and **TCGFSA'S** use thereof, and for all compliance therewith, and **TCGFSA** shall execute all documents promptly upon the **City's** request. No such action by the **City** and no attempt made by the **City** to mitigate damages shall constitute a waiver of any **TCGFSA'S** obligations under this paragraph.
- f. **TCGFSA** shall, at **TCGFSA'S** own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities ("the Authorities") under the Laws.
- g. Should any Authority demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Agreement and which arises at any time from **TCGFSA'S** use of occupancy of **City** property, then **TCGFSA** shall, at **TCGFSA'S** own expense, prepare and submit the required plans and all related bonds and other financial assurances; and **TCGFSA** shall carry out all such cleanup plans. Any such plans and cleanup are subject to the **City's** prior written approval.

- h. If a release of Hazardous Substances occurs as a result of **TCGFSA** activities in, on, under, or above **City** property, or other's property arising out of any action, inaction, or event described or referred to in this document, **TCGFSA** shall at its sole expense, promptly take all actions necessary or advisable to clean up the Hazardous Substance. Cleanup actions shall include, without limitation, removal, containment and remedial actions and shall be performed with all applicable laws, rules, ordinances, and permits. **TCGFSA** shall be solely responsible for all cleanup, administrative, and enforcement costs of governmental agencies, including natural resource damage claims, arising out of any action, inaction, or event described or referred to in this document.
- 25. Gender Equity Policy.** **TCGFSA** shall comply with Washington's "Fair Play and Community Sports Act" that prohibits discriminating against any person in a community athletics program on the basis of gender.
- 26. Non-Discrimination Policy.** **TCGFSA** shall not discriminate on the basis of gender, sexual orientation, color, race, creed, national origin, age, marital status or the presence of any sensory, mental, or physical handicap in programs, activities, or in the provision of services. Participants shall not be refused service due to their gender identity or gender expression. The **City** does not discriminate on the basis of disability in the programs and activities it operates or allows other organizations to operate on city lands, pursuant to the requirements of the American with Disabilities Act of 1990, Pub. L101-336.
- 27. Zackery Lvstedt Law.**
- a. Consent to be Obtained. On an annual basis, **TCGFSA** shall require all youth players and the parent(s)/guardian(s) of those players to sign and return an informed consent form relating to the nature and risk of concussion or head injury. This informed consent shall include a discussion of the signs and symptoms of concussion/brain injury. A copy of the form given to players/parents/guardians shall be submitted to the **City**.
- b. Coach Education. **TCGFSA** shall ensure that all coaches are educated in the nature and risk of concussion or head injury prior to the first practice/competition. This education shall include signs and symptoms of concussion/brain injury. Resources for this education shall be available in both English and Spanish.
- 28. Sponsors & Advertising.** **TCGFSA** may solicit sponsors and advertising. **TCGFSA** shall not place any type of signage or advertising on **City** property without first obtaining permission from the Parks & Facilities Director or designee. Unless otherwise approved by the **City**, all advertising placed on **City** property shall face into a park area. Approvals granted under this section shall be made at the discretion of the **City**. Any expense for signage or advertisement(s) shall be **TCGFSA'S** sole responsibility.

29. Annual Performance Meeting. At the end of each season, the **City** and **TCGFSA** shall meet to review the requirements of this Agreement.

30. Storage of Material and Equipment. All **TCGFSA** equipment and materials must be stored in the rented storage building identified in Section (2)(b) herein. **TCGFSA** shall be notified when material and/or equipment is found outside of the buildings. All material and/or equipment so found will be removed within one (1) week after notification to **TCGFSA**.

31. Maintenance & Repair. During the **TCGFSA** regular season, **TCGFSA** shall communicate maintenance and repair issues to the **City** in writing using the following email address: pfworkreq@ci.richland.wa.us.

32. Special Events. For use of the Premises for activities other than practices and games, **TCGFSA** shall apply for a Special Event permit with the City. Special event activities include, but are not limited to, tournaments, movie nights, social events, or fundraisers.

IN WITNESS WHEREOF, the Parties to this Agreement have executed it on the date first written above.

City of Richland

Tri-Cities Girls Fastpitch Softball Assoc.

Cynthia D. Reents, City Manager

By:
Its: President

Attested by:

Jennifer Rogers, City Clerk

Approved as to form:

Heather Kintzley, City Attorney

[illegible]

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that **CYNTHIA D. REENTS, CITY MANAGER** for the **CITY OF RICHLAND**, known to me to be the same person whose name is subscribed to the foregoing Facility Use Agreement, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act on behalf of the City of Richland, for the uses and purposes therein stated.

Given under my hand and seal this _____ day of March, 2020.

Notary Public
Residing at: _____
My commission expires: _____

[illegible]

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, **PRESIDENT** for the **TRI-CITIES GIRLS FASTPITCH SOFTBALL ASSOCIATION**, known to me to be the same person whose name is subscribed to the foregoing Facility Use Agreement, appeared before me this day in person and acknowledged that, pursuant to his/her authority, he/she signed the said Agreement as his/her free and voluntary act on behalf of the Richland National Little League, for the uses and purposes therein stated.

Given under my hand and seal this _____ day of March, 2020.

Notary Public
Residing at: _____
My commission expires: _____

ATTACHMENT A

COLUMBIA PLAYFIELD FIELD LOCATIONS



ATTACHMENT B

RENTAL OF STORAGE BUILDING



ATTACHMENT C

City of Richland Sports Associations Athletic Field and Sports Court Usage Guidelines Revised 04/2019

Welcome

Thank you for considering the City of Richland for your upcoming season sports field needs. Please take a few minutes to review all the attached information as it will make your experience with us more enjoyable. For questions and assistance please contact:

Lori Briere at (509) 942-7534, 500 Amon Park Drive

To submit an application please email it to: Reserve@ci.richland.wa.us

1.Guidelines.

These guidelines are applicable for all field requests in excess of 10 field requests per season.

Please follow the steps below to allow adequate time for processing and preparation for your field needs.

1.1 Read the Sports Association Field Usage Guidelines. If you have any questions, please contact us.

1.2 Complete the following items and submit them to Reserve@ci.richland.wa.us
Priority is allocated as identified in Section 2.4.

The Application Checklist:

Field Usage Application

Field Usage Application Checklist

The Hold Harmless Agreement

Certificate of insurance with endorsement listing the City of Richland

Pay the \$75 non-refundable application fee

Submit a copy of your standard concussion consent form

Please Note: The fees and insurance requirements will be due 15 business days prior to your first day of field use.

1.3 A pre-use walk through with the Responsible Party is required within 5 business days of the first day of field use. See Section 2.11.

1.4 Non Refundable Damage deposit – please note – the damage deposit is not

used to pay the field use fees. Refunds are processed approximately 15 working days after the last scheduled day of field use. A refund, or partial refund or letter of non-refund of the damage deposit is mailed to the Responsible Party.

The Organization shall provide a damage deposit in the amount identified in section 2.8. The damage deposit shall be used by the City to correct any damage caused by the Organization including but not limited to: damage to a structure, fencing, scoreboard, bleachers, benches, damage to trees, shrubs and/or flowers; damage to the irrigation system.

If the amount of field use requested by the Organization exceeds the maximum hours identified in Appendix A on a given field on a monthly basis, the Organization will be required to provide a damage deposit in excess of that required by the Field Use Guidelines. The damage deposit will be used to restore turf conditions at the end of the season.

If costs associated with the damage repair exceed the amount of the damage deposit the City reserves the right to invoice the Responsible Party for the excess amount. The Responsible Party has the option of minimizing the damage deposit costs by providing needed materials, and/or labor as approved by the City.

1.5 Definition of Terms

- a) **“Responsible Party”** is defined as the activity organizer, promoter or representative responsible for organizing the public or private use activity within any City of Richland park or facility. The Responsible Party shall be 18 years of age or older.
- b) **“Athletic Field Use Permit”** is defined as a contract/reservation agreement issued by the City. A permit is required for any organized activity involving the use or having impact upon the parks facilities or grounds.
- c) **“City”** means the City of Richland.
- d) **“Community Events”** means those events where the general public is invited to attend and no entrance fee or participation fee is required.
- e) **“Department”** means the City of Richland Parks and Public Facilities Department.
- f) **“Historic Use”** means organizations who have scheduled sport fields during the most recent prior season for a particular sport.
- g) **“League play”** means the practices and games scheduled with participants who have been solicited through a publicly advertised manner and no one is turned away from participating.
- h) **“Maintenance Staff”** means the City of Richland Parks and Public Facilities Maintenance staff.

- i) **“Private Events”** means those events where participants are selectively invited to participate or where a fee is charged to participate.
- j) **“Organization”** means any entity requesting use of a sports field whether it is a league, group, association or individual team.
- k) **“Resident”** means someone who resides within the city limits of Richland.
- l) **“Select teams”** mean those teams made up of participants who have been selectively chosen and a publicly advertised solicitation has not occurred.
- m) **“Athletic Field”** means those fields identified in this document.

2. Terms and Conditions for Use of Athletic Fields

The following rules and regulations will be in effect for all City of Richland parks. The Organization will adhere to all park rules and regulations and will insure all field use participants do as well.

2.1 Prohibited Activities

Any activity that is prohibited by Federal, State, County, or City of Richland law.

2.2 Laws, Rules and Regulations

The Organization shall comply with all Federal, State, County laws and City of Richland ordinances and regulations governing the use of Richland parks. Said laws, rules, ordinances and regulations as applicable shall be made available to the Responsible Party. It is the responsibility of the Responsible Party to provide and disseminate the information to all attendees and participants.

Individuals are responsible for any damage done to person(s) or property when equipment leaves the complex. For example, but not limited to, a homerun ball flying over the outfield fence and striking a car resulting in a broken window or causing body damage to the vehicle. If the individual who caused the damage does not take responsibility, the Organization will be responsible for the damage.

Changes, alterations, or defacement of park property, facilities, facility furnishings or equipment is not allowed. Any person or group causing damage to property or equipment will be required to pay for current cost or repair including labor, or replacement to restore furnishings or equipment to its original condition.

Costs will be deducted from the damage deposit. Additional charges above the damage deposit must be paid in full by the Organization. Until final payment for damage is received, the City shall have the right to deny future applications without any stated cause and seek restitution through the legal system.

2.3 Condition of Premises

The Responsible Party will accept the premises in its present condition and at the times designated on the Athletic Field Use permit. Any field conditions that affect the playability of the field will be noted on the pre-use walk through and corrected by the City prior to scheduled field use.

2.4 Reservations of Use Dates

Preference for Scheduling shall be given in the following order:

1. Leased facilities
2. City of Richland operation/maintenance/events/programs; tournaments solicited by the City and City co-sponsored events or programs
3. Governmental Agencies/Richland School District: conducting events or activities designed to serve the citizens and businesses of Richland and tournaments that increase tourism
4. Organizations with which the City has Facility Use Agreements
5. Historic user's youth sports leagues
6. Richland youth sports league play
7. Richland resident youth Select Teams games and practices
8. Richland resident adult sports leagues and all other tournaments
9. Richland residents & Richland non-profit businesses for non-commercial use
10. Resident for-profit Businesses: Must have a building within the City limits
11. Non-residents; non-resident select teams, non-resident league play and Non-resident non-profits:
12. Non-resident businesses

The City will not normally schedule any use of sports fields during the months of November, December, January and February. Each request during these months will be considered on an individual basis.

Spring/Summer Season: March 1st – July 31st

- Applications open to leagues/sports organizations (more than 10 field use requests) November 1st – March 31st
- Applications open to those requesting less than 10 field requests during the Spring/Summer Season April 1st – July 31st

Summer/Fall Season: August 1st – October 31st

- Applications open to leagues/sports organizations (more than 10 field use requests) March 1st – July 31st
- Applications open to those requesting less than 10 field requests during the Summer/Fall Season August 1st – October 31st

Due to limited field availability the City cannot always guarantee that you will receive all the field times that you have requested.

2.5 Athletic Fields

Baseball Fields (grass infields)

Columbia Playfield Mountain Park

3 Little League game ready baseball fields*

1 practice field

Claybell Park

2 Little League game ready baseball fields

Columbia Playfield Park

2 Little League game ready baseball fields

Jason Lee Park

1 practice field

Lynnewood Loop Park

1 practice field

Frankfort Park

1 practice field

Beverly Heights Park

1 practice field

Craighill Park

2 practice fields

Rod Block Park

1 practice field

Stevens Park

1 practice field

Leslie Groves Park

1 practice field

Softball fields (dirt infields)

Columbia Playfield

5 game ready softball fields*, 4 lit fields

Horn Rapids Athletic Complex

4 game ready softball fields*, 1 lit fields

Multi-Purpose Sports Fields

Badger Mountain Park

1 game ready field* 2 practice fields

(Wiser Field*), Wiser field lit

Claybell Park

2 game ready fields 180' x 330' and 225' x

330' and one practice field

Leslie Groves Park

1 practice field

Jason Lee Park

1 practice field, 180' x 270'

Lynnwood Loop Park

1 practice field, 180' x 270' Columbia Point

Columbia Point Marina Park

1 practice field, 330' x 180'

**These fields must be reserved, no drop in use*

2.6 Allowable Field Usage limits

The City has established maximum weekly use hours for City baseball, softball and multi-purpose sports fields. Use hours are identified for “game ready” and “practice” fields.

City of Richland
Annual Maximum Acceptable Hours for Softball & Baseball
Fields

GAME READY FIELDS	PRACTICE READY FIELDS
MARCH	MARCH
• WK 1 - 12 hours • WK 2 - 12 hours • WK 3 - 12 hours • WK 4 - 15 hours	• WK 1 - 15 hours • WK 2 - 15 hours • WK 3 - 15 hours • WK 4 - 18 hours
APRIL	APRIL
• WK 1 - 18 hours • WK 2 - 18 hours • WK 3 - 18 hours • WK 4 - 18 hours	• WK 1 - 25 hours • WK 2 - 25 hours • WK 3 - 25 hours • WK 4 - 25 hours
MAY	MAY
• WK 1 - 20 hours • WK 2 - 20 hours • WK 3 - 20 hours • WK 4 - 20 hours	• WK 1 - 28 hours • WK 2 - 28 hours • WK 3 - 28 hours • WK 4 - 28 hours
JUNE - AUGUST	JUNE - AUGUST
• WK 1 - 25 hours • WK 2 - 25 hours • WK 3 - 25 hours • WK 4 - 25 hours	• WK 1 - 35 hours • WK 2 - 35 hours • WK 3 - 35 hours • WK 4 - 35 hours
SEPTEMBER	SEPTEMBER
• WK 1 - 16 hours • WK 2 - 16 hours • WK 3 - 16 hours • WK 4 - 16 hours	• WK 1 - 28 hours • WK 2 - 28 hours • WK 3 - 28 hours • WK 4 - 28 hours
OCTOBER - NOVEMBER 1	OCTOBER - NOVEMBER 1
• WK 1 - 18 hours • WK 2 - 15 hours • WK 3 - 15 hours • WK 4 - 15 hours	• WK 1 - 16 hours • WK 2 - 14 hours • WK 3 - 10 hours • WK 4 - 10 hours

City of Richland
Annual Maximum Acceptable Hours for Multi-Purpose Sports Fields

GAME READY FIELDS	PRACTICE READY FIELDS
MARCH	MARCH
• WK 1 - 9 hours • WK 2 - 9 hours • WK 3 - 9 hours • WK 4 - 12 hours	• WK 1 - 12 hours • WK 2 - 12 hours • WK 3 - 12 hours • WK 4 - 15 hours
APRIL	APRIL
• WK 1 - 12 hours • WK 2 - 12 hours • WK 3 - 12 hours • WK 4 - 15 hours	• WK 1 - 15 hours • WK 2 - 15 hours • WK 3 - 15 hours • WK 4 - 20 hours
MAY	MAY
• WK 1 - 15 hours • WK 2 - 15 hours • WK 3 - 15 hours • WK 4 - 15 hours	• WK 1 - 20 hours • WK 2 - 20 hours • WK 3 - 20 hours • WK 4 - 20 hours
JUNE - AUGUST	JUNE - AUGUST
• WK 1 - 18 hours • WK 2 - 18 hours • WK 3 - 18 hours • WK 4 - 18 hours	• WK 1 - 25 hours • WK 2 - 25 hours • WK 3 - 25 hours • WK 4 - 25 hours
SEPTEMBER	SEPTEMBER
• WK 1 - 16 hours • WK 2 - 16 hours • WK 3 - 16 hours • WK 4 - 16 hours	• WK 1 - 22 hours • WK 2 - 22 hours • WK 3 - 22 hours • WK 4 - 22 hours
OCTOBER - NOVEMBER 1	OCTOBER - NOVEMBER 1
• WK 1 - 12 hours • WK 2 - 10 hours • WK 3 - 8 hours • WK 4 - 6 hours	• WK 1 - 15 hours • WK 2 - 15 hours • WK 3 - 15 hours • WK 4 - 15 hours

2.7 Insurance

- a. Insurance Term. The Organization shall procure and maintain for the duration of the league season, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Organization's operation and use of the Premises.
- b. No Limitation. The organization's maintenance of insurance shall not be construed to limit the liability of the Organization to the coverage provided by such insurance, or otherwise limit City's recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. The Organization shall obtain insurance of the types and coverage described below:
 - i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Landlord shall be named as additional insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
- d. Minimum Amounts of Insurance. The Organization shall maintain the following insurance limits:
 - ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- e. Other Insurance Provisions. The Organization's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to City. Any insurance, self-insurance, or self-insured pool coverage maintained by City shall be excess of the Organization's insurance and shall not contribute with it.
- f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- g. Verification of Coverage. The Organization shall furnish City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Organization.
- h. Waiver of Subrogation. The Organization and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

- i. Notice of Cancellation. The Organization shall provide City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.
- j. Failure to Maintain Insurance. Failure on the part of the Organization to maintain the insurance as required shall constitute a material breach of Lease, upon which City may, after giving five (5) business days' notice to the Organization to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand.
- k. Full Availability of the Organization Limits. If the Organization maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Organization, irrespective of whether such limits maintained by the Organization are greater than those required by this Agreement or whether any certificate of insurance furnished to City evidences limits of liability lower than those maintained by the Organization.

2.8 Use Fees

Fees are charged to provide for recovery of the cost to City taxpayers for administrative and maintenance costs associated with exclusive use requests of park facilities. Fees include the cost for application processing, administration, maintenance, utilities, space and/or facility use and in some cases, fire, police, public works and other miscellaneous expenses.

Responsible Party shall complete the Field Use Application identifying field use and associated fee. At the end of the field use time the balance of the fees shall be paid, accounting for any additions or deletions to the submitted field requests.

Fees Due at time of Application	Fee
Application Fee (non-refundable)	\$75 per application
Damage deposit (refundable)	\$250 per complex

Fees Due 15 Business Days Prior to Start of Regular Season:

	Resident	Non-resident
Softball field	\$5.25/hour	\$7.25/hour
Baseball	\$5.25/hour	\$7.25/hour
Multi-Purpose Sports Field	\$5.25/ hour	\$7.25/hour
Sport Courts	\$5.25/hour	\$7.25/hour
Use of Lights	\$20.75/day	\$20.75/day

The City will not place holds on fields and the reservation/use is only confirmed upon payment of the Use Fees.

2.9 Field Use Cancellation Policy

Field use cancellation must be made in writing (email is acceptable) at least 14 calendar days prior to scheduled field use. Failure to do so will mean forfeiture of the field use fees for all fields not used. Fees will only be refunded if the City has to close the fields for a safety reason or the City determines that the fields are unplayable due to weather conditions. Once field use has begun, however, you are responsible for the payment for all field fees and use of fields that were completed or partially completed before the rainout or field closure.

2.10 Field Maintenance

- a) Field users are responsible for clean-up, litter removal (including but not limited to seed shells and plastic bottles) and removing all equipment and materials after use.
- b) The level of service for field maintenance shall be negotiated with the City and Organization prior to the beginning of field use.
- c) Fields shall not be used while maintenance activity is occurring on the field.
- d) The City reserves the right to limit the amount of scheduled and non-scheduled play on athletic fields during any given season to prevent excessive damage to turf.
- e) Field Closure/Rainouts – The Department will have the final authority regarding the play-ability of the fields. The Department will consult with Responsible Party regarding the playability of fields during inclement weather. Sports field and sport court closure number – 942-7387.
- f) Closures may result from poor playing conditions that could cause safety hazards for the public and/or damage to City property that could result in excessive repair work to bring the field back to a playable condition.
- g) The Responsible Party is responsible for assisting field maintenance personnel to keep participants off the playing field when maintenance is taking place.
- h) City Policy limits use time for athletic fields per Appendix A

2.11 Field Information

Games shall not start before 8:00 am and all games shall be completed by 11:00 pm.

No participant or person associated with the organization shall intentionally throw or kick balls into or over fences, backstops or buildings or climb on fences, backstops, buildings or other structures.

Fields cannot be modified, improved, dug into, repaired, wrongly used or modified in any way without prior written permission from the City. The cost for repairs to correct damage caused by the Organization will be deducted from the damage deposit. The Organization is responsible for educating volunteers, umpires, coaches, parents and visitors about monitoring behavior and actions of participants.

The Responsible Party (or designated individual) is required to attend a pre-season walk through within 5 business days of the first day of use. This is a scheduled mandatory walk-through and not a drop in situation. Please allow for at least ½ hour of time for the walk through at each location.

2.12 Clean-Up

The field area used by the Organization shall be free of litter each day prior to leaving the facility.

All equipment brought in by the Organization shall be removed at the conclusion of the last game/practice.

If any additional clean-up work is required to be performed by the maintenance Staff, the cost will be deducted from the damage deposit.

2.13 Vehicles in Parks

Vehicles will only be allowed outside designated parking lots with the permission of the City.

2.14 Concessions/Vendors

If concession sales or vendors are considered for the league season the Organization shall contact the City of Richland Business Licensing Office at 509-942-1104 or BusinessLicensing@ci.richland.wa.us.

2.15 Alcohol

The consumption of alcoholic beverages is not permitted in City parks unless the responsible Party is granted written approval from the City. Approval from the City will require the Responsible Party to provide the following:

- a) Receive a temporary license through the Washington State Liquor Control Board
- b) Arrangements must be made for professional security to be present during the activity. The City will assist in determining the number of security personnel for the activity. The security company must be licensed and bonded
- c) All areas where alcohol is being consumed must be enclosed per standards established by the Washington State Liquor & Cannabis Board.
- d) No minors are allowed within the designated alcohol use area

- e) A license alcohol server must be provided to serve all alcohol. No bring your own bottle.
- f) All alcohol shall remain in the designated area.
- g) Supplemental Commercial General Liability insurance as follows:
 - i. Insurance as required under 2.6
 - ii. \$1 million liquor liability insurance from the Responsible Party
 - iii. \$1 million liquor liability insurance from the alcohol server
 - iv. \$1 million general liability insurance from the security company

2.16 Smoking and Tobacco

Smoking and Tobacco use is prohibited within any building, within 25 of any building entrance and within 50 feet of any playground.

2.17 Banners

All banners, flyers, announcements, advertisers and/or ads posted in the park or used and/or promoted with the event requires the approval of the City. The Responsible Party is responsible for the removal of all banners, flyers, etc. at the end of the season.

2.18 Music/Public Address System/Noise Ordinance

When music or a public address system is necessary or requested for use in a park, City approval is required. The Responsible Party recognizes that the Field Use Permit is executed with the understanding that the Responsible Party will respond responsibly and appropriately to any complaints received regarding excessive noise, up to and including removal of the noise source.

2.19 Emergency and Non-Emergency Situations

In the event that an emergency occurs during field use please contact emergency services at 911. For non-emergency situations please call 628-0333

2.20 Pets

No Pets Allowed on the fields or Courts.

2.21 Non Discrimination

The Organization shall comply with the State of Washington's "Fair Play and Community Sports Act" (Chapter 467, 2009 Laws, effective date July 26, 2009) that prohibits discrimination against any person in a community athletics program on the basis of sex.

The Organization shall not discriminate on the basis of gender, religion, gender identity, transgender, color, race, creed, national origin, age, marital status or the presence of any sensory mental or physical handicap in the provision of services, in programs or activities.

The City does not discriminate on the basis of disability in the programs and activities which it operates or allows other organizations to operate on City lands, pursuant to the requirements of the American with Disabilities Act of 1990, Pub. L101-336.

2.22 Zackery Lysted Law

The Organization shall annually require all youth players and the parent(s)/guardian(s) of those players to sign and return an informed consent form relating to the nature and risk of concussion or head injury. This information sheet shall include the signs and symptoms of concussion/brain injury. **A copy of the form given to players/parents/guardians shall be submitted to the City.** The Responsible Party shall ensure that all coaches are educated in the nature and risk of concussion or head injury prior to the first practice/competition. This education shall include signs and symptoms of concussion/brain injury. Resources for this education shall be available in both English and Spanish.

2.23 Termination

Failure of the Organization to comply with the conditions of the Field Use Permit and these conditions shall constitute full and adequate cause for the City to immediately terminate the Field Use Permit subject to the notice and cure provisions of the following paragraph:

Timely and full performance of all terms and conditions of the Field Use Permit is made the essence hereof. In the event the Organization fails to keep or perform any terms or conditions required herein to be kept or performed by it, the City shall have the right to promptly notify the Responsible Party of such failure. The Responsible Party shall take immediate action to correct such failure. If the Responsible Party fails to take the appropriate corrective action within an mutually agreed period of time (which shall not be more than 24 hours during the time of field use), the City may, at its option, take such action as is reasonably necessary to correct the failure and charge the cost thereof to the Responsible Party or declare this Permit forfeited and resume possession of the premises.

General Park Rules RMC 9.42

1. **There shall be no unauthorized motorized vehicles allowed in the parks. Vehicles are authorized only when approved by the City.**
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](#).
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. City property, which consists of dedicated or designated public parks, shall be available for use and activities during the hours of 5:00 a.m. and 11:00 p.m. It shall be unlawful for any person to be present in or use these public facilities after 11:00 p.m. or prior to 5:00 a.m.

No participant shall intentionally throw, hit or kick balls into or over the fences, backstops or buildings.

City of Richland owned bases, pitching rubbers, pitching mounds, etc. are not to be removed from or relocated on any sports fields.

The Department or his/her designee shall enforce, or caused to have enforced, the provisions herein; and shall have the authority to deny use of any facility to an individual or group who refuse to comply with the rules and regulations of the permit. The City reserves the right to full access of the rented space during a rental to ensure compliance with rental rules and regulations.

ATTACHMENT D

ESTABLISHED CREDIT AND DRAWDOWNS AGAINST CREDIT

A.	YEAR	IMPROVEMENT	FUNDING SOURCE	FUA CREDIT (\$)
	2006	Scoreboards	TCGFSA	30,000
	2006	Field Lighting	CORLT	0
	2010	Concession/Restroom Bldg.	TCGFSA	80,000
	2010	Shade Canopies	CORLT	0
	2013	Storage Building	TCGFSA	48,397
	2013	Foul Poles	TCGFSA	12,000
	2013	Heat Pump, Two-Story Bldg.	TCGFSA	4,971
	2014	Parking Lot	CORLT	0
	TOTAL FUA CREDIT			175,368

B.	YEAR # PARTICIPANTS	\$/PARTICIPANT	FEE (\$)
	2009	577	(2,885)
	2010	606	(3,030)
	2011	636	(3,180)
	2012	678	(3,390)
	2013	720	(3,600)
	2014	734	(3,670)
	2015	694	(3,470)
	2016	668	(3,340)
	2017	604	(3,020)
	2018	585	(2,925)
	2019	582	(2,910)
	TOTAL PARTICIPANT FEE		(35,420)

C.	YEAR	MAINT FEE (\$)
	2009	(2,818)
	2010	(2,818)
	2011	(2,818)
	2012	(3,173)
	2013	(3,173)
	2014	(3,173)
	2015	(3,173)
	2016	(3,173)
	2017	(3,173)
	2018	(3,173)
	2019	(8,482)
	TOTAL MAINT FEE	(39,147)

FUA CREDIT BALANCE (A minus B minus C)	\$100,801
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ATTACHMENT E

PRE-SEASON WORK PROVIDED BY CITY

The **City** will provide the following work prior to the beginning of each league season:

- Fertilization
- Irrigation start-up & repairs
- Add soil conditioners as necessary to infield
- Fill holes, restore pitching mound & batter's box as necessary
- Restore lips (grass to skinned infield transitions) as necessary
- Inspect & repair fencing
- Replace light bulbs on field lights
- Inspect and repair dugout

ATTACHMENT F

MAINTENANCE RESPONSIBILITIES

Storage Building Rental Responsibilities

TCGFSA'S Responsibilities:

Keep interior and exterior clean and debris free. Report all facility problems promptly.

City's Responsibilities:

Interior and exterior maintenance including paint, lighting, roof, doors, locks, graffiti removal, and concrete sealing.

Sports Field Maintenance Responsibilities During League Season

TCGFSA'S Responsibilities:

- a. Provide and place chalk for field lining.
- b. Fill-in holes and divots in infields and pitching mounds at the end of each practice/game day and as necessary between games/practices.
- c. Fill holes on Premises to maintain safe playing surfaces.
- d. Daily pick up litter, seed shells, debris, etc. after each use.
- e. If desired, provide and maintain fence caps.
- f. If desired, provide and maintain back stop padding.
- g. If desired, provide additional mowing of outfields/infields.
- h. Empty dugout garbage cans after each use, if any.
- i. Clean and sweep dugouts after each use.
- j. Provide all desired schedules to the City's designated Recreation Coordinator at least two weeks prior to the event.
- k. Provide supplemental temporary pitching rubber.

City's Responsibilities:

- a. Mowing once per week.
- b. Infield maintenance.
- c. Fertilizing as needed.
- d. Irrigating, daily during irrigation season.
- e. Aerating as needed.
- f. Pesticide/herbicide application as needed.
- g. Daily restroom cleaning.
- h. Hard surface maintenance and repairs.
- i. Bleacher repair/replacement.
- j. Field light bulb replacement.
- k. Tree and landscape maintenance.
- l. Routine fence repair and replacement.
- m. Maintain all **City** property and improvements.
- n. Provide bases on fields 1-4.
- o. Provide and maintain signage.
- p. Provide initial, temporary pitching rubber and location markers.



COUNCIL AGENDA ITEM COVERSHEET

Council Date: 3/3/2020

Agenda Category: Items of Business

Core Focus Area 2 - Manage & Maintain Infrastructure & Facilities

Core Focus Area 6 - Enhance Neighborhood & Community Safety

Subject:

Resolution No. 39-20, Authorizing a Progressive Design-Build Agreement with DGR Grant Construction, Inc. to Design and Construct Public Safety Response Station Nos. 73 and 75

Department:

Parks & Public Facilities

Ordinance/Resolution Number:

39-20

Document Type:

Resolution

Recommended Motion:

Adopt Resolution No. 39-20, authorizing the City Manager to sign and execute a Progressive Design-Build Agreement with DGR Grant Construction, Inc. for the design and construction of Public Safety Response Station Nos. 73 and 75.

Summary:

The City operates four fire stations and is transitioning to a model of incorporating police services into fire facilities. The combined service facilities are known as Public Safety Response Stations, and reflect the City's emphasis to provide efficient and effective public safety service.

Station 73 will replace an existing end-of-life facility in a location better suited to the City's geography, and Station 75 will be a new facility serving north-central Richland. The two stations implement the City's Station Deployment Plan and meet all location requirements therein.

On November 5, 2019, Council adopted Ordinance No. 55-19 adopting the 2020 Budget and Capital Improvement Plan (CIP) including a project to replace Station 73 and construct a new Station 75. The two projects together are budgeted at \$9,000,000. The State of Washington authorized the City to utilize an alternative public works contracting procedure known as progressive design-build (see RCW 39.10). The City successfully utilized progressive design-build contracting on Station 74 and Richland City Hall, thereby saving substantial taxpayer resources.

Progressive design-build contracts include two phases. Phase one is concept level scoping and identification of an initial Guaranteed Maximum Price (GMP). A detailed scope of work is developed prior to phase two, and once developed and accepted by the City, the GMP is confirmed by administrative amendment to the progressive design-build contract. A competitive procurement process was utilized meeting the requirements of RCW 39.10. DGR Grant Construction, Inc. of Richland was identified by the City's selection team as best meeting the competitive requirements of the procurement.

Staff recommends adoption of Resolution No. 39-20.

Fiscal Impact:

The adopted Capital Improvement Plan includes \$9,000,000 of revenue to support expenses related to the design and construction of Public Safety Response Station Nos. 73 and 75.

Attachments:

1. Resolution No. 39-20
2. Public Safety Response Station Nos. 73 & 75 Agreement
3. Pubic Safety Repsonse Station Nos. 73 & 75 General Conditions

RESOLUTION NO. 39-20

A RESOLUTION of the City of Richland authorizing a progressive design-build agreement with DGR Grant Construction, Inc. for the Public Safety Response Station Nos. 73 and 75 project.

WHEREAS, on November 5, 2019, Richland City Council adopted Ordinance Number 55-19 adopting the 2020 Budget and Capital Improvement Plan; and

WHEREAS, the 2020 Capital Improvement Plan includes a project to replace Fire Station No. 73 and construct a new Public Safety Response Station No. 75; and

WHEREAS, together, the two projects are known as Public Safety Response Stations Nos. 73 and 75 and are budgeted at \$9,000,000; and

WHEREAS, the State of Washington authorized the City to utilize an alternative public works contracting procedure known as progressive design-build under the authority provided by RCW 39.10; and

WHEREAS, the City successfully utilized progressive design-build contracting on Fire Station No. 74 and Richland City Hall, thereby saving Richland taxpayers valuable time and money; and

WHEREAS, progressive design-build contracts include a first phase to design and develop a scope of work for projects, and a second phase to produce final design documents and to construct the projects; and

WHEREAS, the stage between the first and second phases of the project is when the final scope of work is developed. Once developed and accepted by the City, the GMP will be confirmed by administrative amendment to the progressive design-build contract; and

WHEREAS, construction of Public Safety Response Station Nos. 73 and 75 will benefit from progressive design-build contracting; and

WHEREAS, a competitive procurement process was utilized meeting the requirements of RCW 39.10; and

WHEREAS, DGR Grant Construction, Inc. of Richland, Washington was identified by the City's selection team as best meeting the competitive requirements of the procurement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Richland that the City Manager is authorized to sign and execute both a progressive design-build contract with DGR Grant Construction, Inc. and a future administrative amendment

establishing the final scope of work and confirming the GMP in an amount not to exceed \$8,863,162.

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

ADOPTED by the City Council of the City of Richland, Washington, at a regular meeting on the 3rd day of March, 2020.

Ryan Lukson, Mayor

Attested by:

Approved as to form:

Jennifer Rogers, City Clerk

Heather Kintzley, City Attorney



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

Note: This document has been modified from the DBIA Form. A redlined copy will be provided upon request.

Document No. 530

Second Edition 2010

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Washington, DC

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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 2020, by and between the following parties, for services in connection with the Project identified below:

OWNER:

(Name and address)

**City of Richland, WA
625 Swift Boulevard
Richland, WA 99352**

DESIGN-BUILDER:

**DGR Grant Construction, Inc
1333 Gillespie Street
P.O. Box 309
Richland, WA 99352**

PROJECT:

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

Public Safety Response Station Nos. 73 and 75

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, *General Conditions of Progressive Design-Build Contract Between Owner and Design-Builder* (2010 Edition, as revised) ("General Conditions of Contract"), including but not limited to The GMP Amendment in accordance with Section 6.6 hereof, provided such Amendment is executed between the parties.

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

- | | | |
|----|-------------|--|
| .1 | Exhibit A: | Initial Basis of Design Documents |
| .2 | Exhibit B1: | Insurance Exhibit – Design-Builder's Insurance Requirements |
| .3 | Exhibit B2: | Form of Payment Bond |
| .4 | Exhibit B3: | Form of Performance Bond |
| .5 | Exhibit C: | Phase 1 and 2 Scope of Services |
| .6 | Exhibit D: | Phase 1 Level of Effort and Hourly Rates and Allowance Items |
| .7 | Exhibit E: | Form Phase 2 Amendment |
| .8 | Exhibit F: | Form Change Orders |

2.1.3 The General Conditions of Contract; and

2.1.4 Interim Design Submissions, the Design Log, and the Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract, the most recent approved documents governing over previously approved documents.

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 but not limited to the various documents in the Initial Basis of Design Documents set forth in Exhibit A, and the Phase 1 and 2 Scope of Services set forth in Exhibit C Scope of Services, 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 GMP

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 Initial Basis of Design Documents 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 Initial Basis of Design Documents, including any performance specifications for the purposes of developing the Scope of Services for Phase 1, the Phase 1 Not to Exceed Amount and the Design-Builder's Fee Percentage. 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 Phase 1. 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 Phase 1, the Phase 1 Not to Exceed Amount and/or the Design-Builder's Fee Percentage, but only 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 above 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 Phase 1 shall be completed no later than _____ ("Phase 1 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 Phase 1: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

None

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 1.2.13 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 associated with any Interim Milestone Date or the Substantial Completion Date for the Project is not attained by the Scheduled Interim Milestone Date or Substantial Completion Date for the Project, Owner will suffer damages which are difficult to determine and accurately specify. Therefore, in the GMP Amendment, Design-Builder and Owner will establish a liquidated damage rate for delay for each day that Substantial Completion extends beyond any Scheduled Interim Milestone Date and/or the Substantial Completion Date. Each Public Safety Response Station ("PSRS") will have its own liquidated damages rate. The liquidated damages amounts agreed to by the parties shall be cumulative and shall be calculated based on each PSRS and/or the entire project. By way of example, if Design-Builder fails to achieve Substantial Completion for one of the PSRS's by the Scheduled Interim Milestone Date for that ("PSRS"), the Design-Builder shall pay the liquidated damages amount set forth in the GMP Amendment. If Design-Builder fails to achieve Substantial Completion for both PSRS's, then the liquidated damages amount set forth in the GMP Amendment shall be assessed for each PSRS and multiplied by 2 until such time Substantial Completion is achieved for each PSRS, as applicable. As each PSRS achieves Substantial Completion, the amount of Liquidated Damages assessed shall be reduced by the Liquidated Damages associated with that PSRS.

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).

5.6 In addition, the parties may establish liquidated damages as a remedy for other breaches of contract or failure to achieve performance standards. Such liquidated damages provisions may be added in the GMP Amendment or by written Change Order.

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 Eight Million Eight Hundred Sixty-three Thousand One Hundred Sixty-two_dollars (\$8,863,162), as adjusted pursuant to the Contract Documents.

.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 Percentage and Fixed Fee.

6.2.1 Design-Builder's Fee Percentage shall be:

Four and One-Quarter percent (4.25%) 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.

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

6.2.3 If the Parties enter into the GMP 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 GMP Amendment. The Fixed Fee will be earned and paid on a monthly basis following execution of the GMP Amendment on a percentage of completion basis, specifically taking into account payments previously made, including during Phase 1. The following costs shall be excluded from the Cost of the Work when calculating the Fixed Fee:

- .1 Owner Directed Allowances, as defined in Section 6.4.1.6 below; and
- .2 The Design-Builder's Contingency as defined in Section 6.4.4.1.b below.

6.2.4 The Fixed Fee established in the GMP Amendment shall not be modified unless the GMP varies, either upward or downward, by more than fifteen percent (15%) from the GMP set forth in this Agreement ("Original GMP").

- .1 If the GMP increases by more than fifteen percent (15%) above the Original GMP, the Fixed Fee shall be increased by the amount of the Fee Percentage multiplied by that portion of the Cost of the Work that is in excess of one hundred fifteen percent (115%) of the Cost of the Work set forth in the Original GMP.
- .2 If the GMP decreases by more than fifteen percent (15%) below the Original GMP, the Fixed Fee shall be decreased by the amount of the Fee Percentage multiplied by that portion of the Cost of the Work that is less than eighty-five percent (85%) of the Cost of the Work set forth in the Original GMP.
- .3 The following costs shall be excluded from the Cost of the Work when calculating adjustments to the Lump Sum Fee:
 - a. Owner Directed Allowances, as defined in Section 6.4.1.6 below; and
 - b. The Design Builder's Contingency as defined in Section 6.4.4.1.b below.

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and necessarily 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 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. The costs for those employees performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those Hourly Rates set forth in Exhibit E. Contracts to Subcontractors and Design-Consultants that are paid on the basis of a Lump Sum must be approved in advance by the Owner, such approval shall not be unreasonably withheld.

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 Phase 1 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 Percentage, the Fixed Fee, or the Fixed General Conditions.

6.4 Other Methods of Compensation

Within the Phase 1 NTE established pursuant to Section 6.6.1.2 of this Agreement ("Phase 1 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 D 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 directly associated with the applicable Allowance Item. With the exception of Owner Directed Allowances, all other costs, including design fees, Design-Builder's overall project management and fixed 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 6.4.1.4 hereof; 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** The Owner and the Design Builder may designate certain Allowances as "Owner Directed Allowances." Design Builder shall be compensated for Owner Directed Allowances for the Cost of the Work associated with such allowances plus the Fee Percentage. Items designated as "Owner Directed Allowances" shall not be included in the calculation to determine the Fixed Fee.

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 Lump Sums 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 Contingencies

- .1 The Parties shall establish, as part of any NTE and the GMP, the following Contingencies which are available for Design-Builder's exclusive use for the below described unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents (collectively "Contingency Items"). Contingency Items include the costs described below, which are subject to written approval by the Owner. The Owner may, in its discretion, approve other costs that may be reimbursed under a Contingency; however, in no case shall the Design-Builder be entitled to use the Contingency for payment of Liquidated Damages that it may be assessed pursuant to this Agreement.
- (a) Cost of the Work Contingency. The Cost of the Work Contingency is reimbursed as a Cost of the Work. The Cost of the Work Contingency is available to the Design-Builder for the following items:
 - (i) Trade buy-out differentials; and
 - (ii) Escalation of materials
 - (b) Design-Builder's Contingency. The Design-Builder's Contingency is available to the Design-Builder for items that are not excluded by Section 6.5 hereof and include but are not limited to the following items:
 - (i) Overtime or acceleration;
 - (ii) 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;
 - (iii) 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
 - (iv) Subcontractor or other tier defaults to the extent not compensated by any surety or bond.
- .2 The Design-Builder shall be reimbursed for Contingency Items in the same manner as set forth in Section 6.3 hereof; however, Design-Builder's compensation for Contingency Items shall not cumulatively exceed the amount set forth as the Design-Builder's Contingency in the applicable NTE or GMP without a written Change Order. Design-Builder shall not be entitled to any Fee Percentage for items reimbursed under Section 6.4.4.1.b hereof, the Design-Builder's Contingency. Further, the amounts included in the Design-Builder's Contingency set forth in Section 6.4.4.1.b hereof shall be excluded from the calculation set forth in Section 6.2.3 hereof to establish the Fixed Fee and the calculation set forth in Section 6.2.4 hereof to determine whether the GMP has changed.

- .3 Prior to the final accounting, the Contingencies are 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 Contingencies, and shall provide Owner as part of the monthly status report required by 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 a 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 GMP 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 above that are included in the Fixed General Conditions Costs, and the parties shall include a description of such costs in the GMP 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, and the Design Builder's sole compensation for the costs set forth in the identified General Conditions shall be through the Fixed General Conditions Costs.
- .3 The Owner shall have the right to examine the back-up documentation establishing the Fixed General Conditions Costs, including but not limited to all estimates, proposals, contracts and other financial documentation on a transparent basis.
- .4 The Fixed General Conditions Costs shall only be modified if the Design-Builder is entitled to compensation for a delay pursuant to Section 8.2 of the General Conditions. Any modification to the Fixed General Conditions Costs shall be calculated as follows:
 - a. The Design Builder shall be entitled to receive a liquidated daily rate for extended General Conditions Costs ("Design-Builder's Delay Rate") for each day that the Contract Time is extended pursuant to Section 8.2 of the General Conditions.
 - i. The Design-Builder's Delay Rate shall be calculated by dividing the Fixed General Conditions Costs by the number of days in the Contract Time for Phase 2.
 - ii. Then, the Design-Builder's Delay Rate is multiplied by the number of days that the Contract Time is extended for Design-Builder's Delay, subject to a determination of entitlement pursuant to Article 8 of the General Conditions.
 - iii. The result from the Design-Builder's Delay Rate multiplied by the number of days is the Extended General Conditions Costs which shall be added to the Fixed General Conditions Costs by Change Order and paid to the Design Builder pursuant to the Schedule of Values, subject to a determination of entitlement pursuant to Article 8 of the General Conditions.

- b. The Design-Builder's Delay Rate shall not apply to delays occurring after Substantial Completion is achieved.
- c. The Parties agree that determining the Design Builder's damages for delay in Phase 2 would be extremely difficult or impracticable to determine and that the Design-Builder's Delay Rate, as calculated in this Section 6.4.5.4 hereof, is a reasonable estimate of and reasonable Sum for such damages; therefore, the Design-Builder's Delay Rate shall be payable to the Design Builder as liquidated damages and not as a penalty.

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 expressly provided for in Section 6.3 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 Phase 1 NTE, the GMP, the Cost of the Work Contingency, the Design Builder's Contingency, or any other NTE or Lump Sum Amount, as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 Project Phases.

6.6.1 Phase 1

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

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

.2 **Phase 1 Not to Exceed Amount.** Design-Builder guarantees that its Compensation during Phase 1 shall not exceed the Phase 1 Not to Exceed Amount ("Phase 1 NTE") of _____ Dollars (\$_____). Documents used as a basis for the Phase 1 NTE shall be identified in Exhibit D to this Agreement. Design-Builder agrees that it will be responsible for paying all costs of completing the Work which exceed the Phase 1 NTE, as adjusted in accordance with the Contract Documents.

.3 The Phase 1 NTE includes the Cost of the Work Contingency in the amount of _____ Dollars (\$_____) and the Design-Builder's Contingency in the amount of _____ Dollars (\$_____).

.4 The Phase 1 Completion Date is _____.

.5 GMP Proposal. At the conclusion of Phase 1, Design-Builder shall submit a GMP Proposal to Owner which shall include the deliverables set forth in Exhibit C Scope of Services, unless the parties mutually agree otherwise.

.6 Submission of the GMP Proposal. Submission of the GMP 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 Final Basis of Design Documents are sufficiently defined to provide an accurate GMP and Project Schedule, and subject to the assumptions and clarifications in the GMP 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 Original GMP.

.7 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. To assist in the Owner's review of the GMP Proposal, the Design Builder shall, upon the Owner's Request, provide all information, including but not limited to all data, reports, cost analysis, pricing, designs and specifications on which the Design Builder relied or used as a basis for the GMP Proposal. The Owner shall make its best efforts to review any revised GMP Proposal within thirty (30) days of receipt of the revised GMP Proposal.

.8 Acceptance of GMP Proposal. If Owner accepts the GMP Proposal, as may be amended by Design-Builder, the terms of the GMP Proposal shall be set forth in the GMP Amendment. The Design-Builder understands that the Guaranteed Maximum Price is established in the Agreement.

.9 Failure to Accept the GMP Proposal. If Owner rejects 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 6.6.1.8 above;
- b. Owner may terminate this Agreement for convenience in accordance with Article 8 hereof.

.10 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 Amendment 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 Phase 2 Post GMP Period.

.1 Compensation. During Phase 2, 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 hereof;

- b. Design-Builder's Fixed Fee established pursuant to Section 6.2.3 hereof;
- c. Any Lump Sums established pursuant to Section 6.4.3 hereof;
- d. Contingency Items charged under Section 6.4.4 hereof; and
- e. Design-Builder's Fixed General Conditions Costs established pursuant to Section 6.4.5 hereof.

- .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.

6.6.3 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 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 statutory rate of interest per month 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 allowable costs and subject to any established Not to Exceed Amount or GMP:

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 6.2.4 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 this 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
Parks and Public Facilities Director
(509)942-7578
jschiessl@ci.richland.wa.us

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
Capital Project Manager
(509)942-7784
dsweeney@ci.richland.wa.us

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)*

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)*

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit B1 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 Phase 1 NTE in the form set forth as Exhibit B2. Upon execution of the GMP 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 GMP in the form set forth as Exhibit B2.

10.3 All bonds furnished by Design-Builder shall be from a surety that is qualified and registered to conduct business in the state of Washington.

Article 11

Other Provisions

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

11.1.1 City of Richland Business Registration. Chapter 21.01 of the Richland Municipal Code states that all contractors and sub-contractors shall have a valid and current business license to conduct business within the City of Richland pursuant to Title 5 of the Richland Municipal Code and shall have a valid and current contractor's license and registration with the State of Washington, Department of Labor and Industries, prior to commencing any actual construction work within the City of Richland. The Design Builder shall be 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. If the Design Builder does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

11.1.2 Anti-Kickback No officer or employee of the City of Richland, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.

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 prefiled 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 prefiled 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 including gender expression or gender identity, 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. The Design-Builder agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

11.6 Business Registration Requirement.

11.6.1 Design-Builder represents and warrants that it and all of its subconsultants, subcontractors and suppliers of every tier 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:

DESIGN-BUILDER:

City of Richland, Washington

(Name of Design-Builder)

(Signature)

(Signature)

Cindy Reents

(Printed Name)

City Manager

(Title)

Date: _____

Date: _____

Exhibit A

Initial Basis of Design Documents

RICHLAND FIRE STATION #74

PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON



INDEX OF DRAWINGS

GENERAL

- A0.00 COVER SHEET / INDEX OF DRAWINGS

CIVIL

LANDSCAPE

- L1.10 SIDEWALK & PATIO LAYOUT
- L1.20 IRRIGATION PLAN
- L1.30 LANDSCAPE PLAN

ARCHITECTURAL

- A1.01 CODE ANALYSIS FLOOR PLAN
- A2.01 FLOOR PLAN
- A3.01 EXTERIOR ELEVATIONS
- A4.01 BUILDING SECTIONS
- A4.02 BUILDING SECTIONS
- A5.01 WALL SECTIONS
- A5.02 WALL SECTIONS
- A5.03 WALL SECTIONS
- A5.04 WALL SECTIONS
- A5.05 WALL SECTIONS
- A5.06 WALL SECTIONS
- A6.01 REFLECTED CEILING PLAN
- A7.01 ROOF PLAN
- A8.01 INTERIOR ELEVATIONS
- A8.02 INTERIOR ELEVATIONS
- A8.03 INTERIOR ELEVATIONS

STRUCTURAL

- S2.01 FLOOR/FOUNDATION PLAN
- S2.02 ROOF FRAMING PLAN

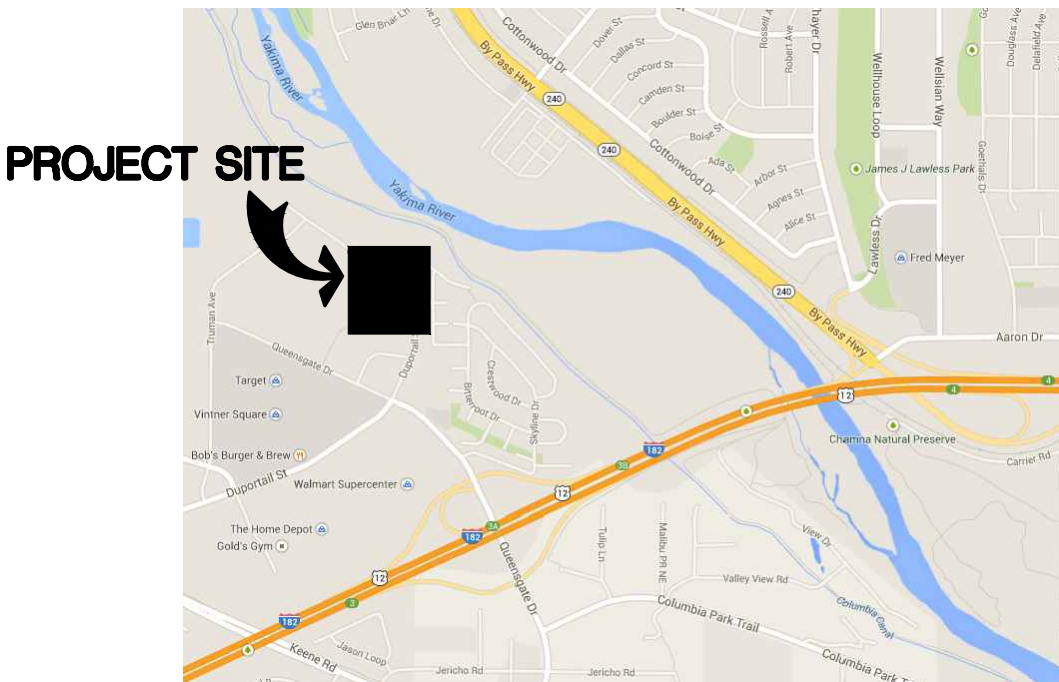
MECHANICAL / PLUMBING

- M1.01 ABBREVIATIONS, LEGENDS & NOTES
- M1.02 SCHEDULES
- M2.01 FLOOR PLAN – HVAC
- M2.02 ROOF PLAN – HVAC
- M3.01 SECTIONS – HVAC
- M4.01 DETAILS – HVAC
- M4.02 DETAILS – HVAC
- M5.01 TEMPERATURE CONTROL DIAGRAM
- M5.02 TEMPERATURE CONTROL DIAGRAM
- M5.03 TEMPERATURE CONTROL DIAGRAM
- P1.00 SCHEDULES – PLUMBING
- P2.00 FOUNDATION PLAN – PLUMBING
- P2.01 FLOOR PLAN – PLUMBING
- P2.02 ROOF PLAN – PLUMBING
- P3.00 DETAILS – PLUMBING

ELECTRICAL

- E0.01 ELECTRICAL SYMBOL SCHEDULE
- E0.02 COMMON MOUNTING HEIGHTS AND DEVICES GROUPING
- E1.00 ELECTRICAL SITE PLAN
- E1.10 ONE LINE DIAGRAM
- E2.01 LIGHTING PLAN
- E3.01 POWER PLAN
- E4.01 MECHANICAL POWER PLAN
- E4.21 MECHANICAL POWER PLAN – ROOF
- E5.01 FIRE AND SECURITY PLAN
- E6.01 COMMUNICATIONS PLAN
- E7.01 ALERTING PLAN

VICINITY MAP



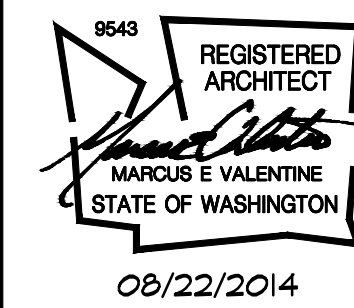
DRAWING KEYNOTE SYSTEM

A KEYNOTING SYSTEM IS USED ON THE DRAWINGS FOR MATERIAL REFERENCES AND NOTES. REFER TO THE KEYNOTE LEGEND ON THE DRAWINGS FOR THE INFORMATION WHICH RELATES TO EACH KEYNOTE SYMBOL ON THE RESPECTIVE DRAWINGS. EACH KEYNOTE SYMBOL CONSISTS OF A SPECIFICATION DIVISION NUMBER FOLLOWED BY A DASH AND A LETTER/NUMBER SUFFIX. THE DIVISION NUMBER RELATES TO THE SPECIFICATION WHICH GENERALLY COVERS THE ITEM THAT IS REFERENCED AND THE LETTER SUFFIX RELATES TO THE SPECIFIC ITEM WITHIN THE SPECIFICATION. THE SUFFIX DOES NOT RELATE TO ANY CORRESPONDING REFERENCE LETTER IN THE SPECIFICATIONS.

PERMIT SET

SET NO.

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SPOKANE, WA 99202
509.625.9292

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MSI ENGINEERS
1000 N. HARRIS ST
SPOKANE, WA 99201
509.624.1050

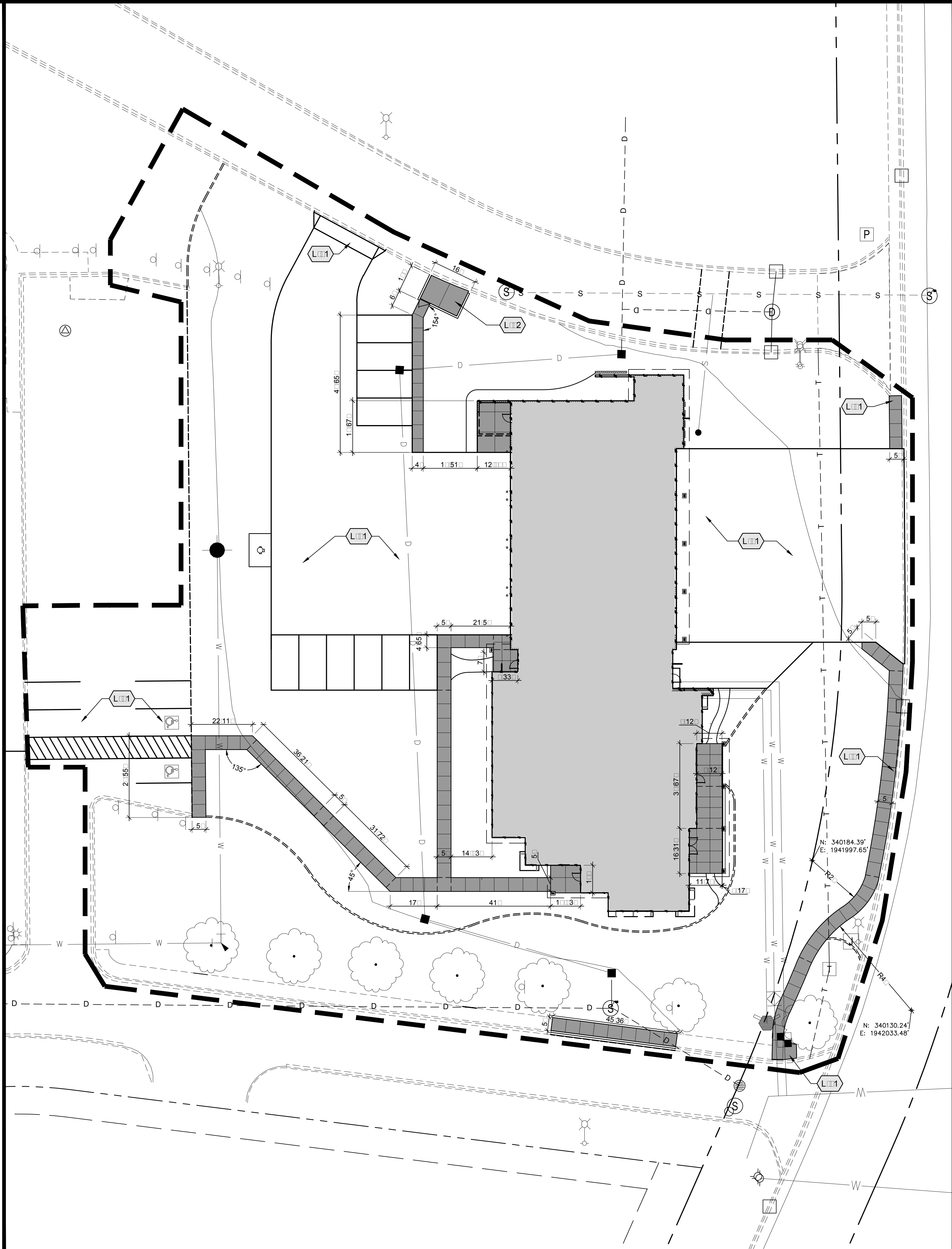
ELECTRICAL
CONLEY ENGINEERING
P.O. BOX 8405
YAKIMA, WA 99202
509.665.9872

RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON

COVER SHEET / INDEX OF DRAWINGS

PROJECT NO.	1425
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DRAWN BY	JSS
ISSUE DATE	08/22/2014
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PHASE	PERMIT SET
SHEET NO.	

A0.00



GENERAL NOTES

- REFER TO CIVIL SHEETS TO ESTABLISH SITE LAYOUT GRID AND GEOLOCATION.
- CONTRACTOR TO VERIFY LISTED DIMENSIONS PRIOR TO CONSTRUCTION.
- ANY DEMOLITION OR CONSTRUCTION OPERATIONS: ANY DAMAGE TO EXISTING UTILITIES ON SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY.
- COORDINATE INSTALLATION OF ELECTRICAL AND IRRIGATION CONDUIT AND SLEEVES WITH RESPECTIVE CONTRACTORS.
- CONTRACTOR RESPONSIBLE FOR ANY DAMAGE TO NEW OR EXISTING IMPROVEMENTS INCLUDING LANDSCAPE AREAS AS A RESULT OF CONSTRUCTION ACTIVITIES.
- REFER TO CIVIL SHEETS FOR ALL LAYOUT INFORMATION NOT SHOWN ON PLAN.

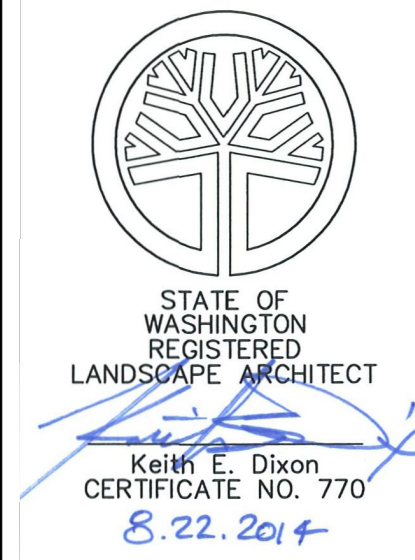
LAYOUT LEGEND

- PROPERTY LINE RIGHT OF WAY
--- CONSTRUCTION LIMITS
Scrub
Elaeagnus
CONCRETE PLANTWORK - SEE CIVIL SHEETS OR MORE INFORMATION

KEYED NOTES

- SYMBOL DESCRIPTION
- L1-1 SEE CIVIL PLANS FOR LAYOUT AND STRIPPING INFORMATION NOT SHOWN ON PLAN
- L1-2 SEE ARCHITECTURAL PLANS FOR TRASH ENCLOSURE INFORMATION AND DETAILS

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SPOKANE, WA 99202
509.323.9924

MECHANICAL
MSI ENGINEERS
100 N WASHINGTON ST
SPOKANE, WA 99201
509.324.1900

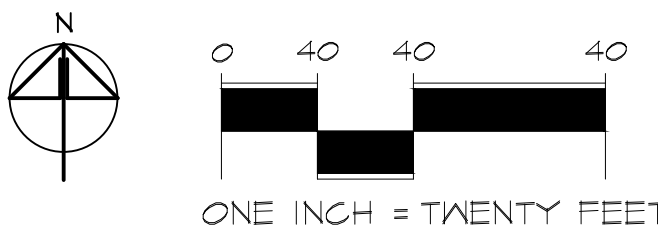
ELECTRICAL
CONLEY ENGINEERING
PO BOX 100
SPOKANE, WA 99202
509.365.8872

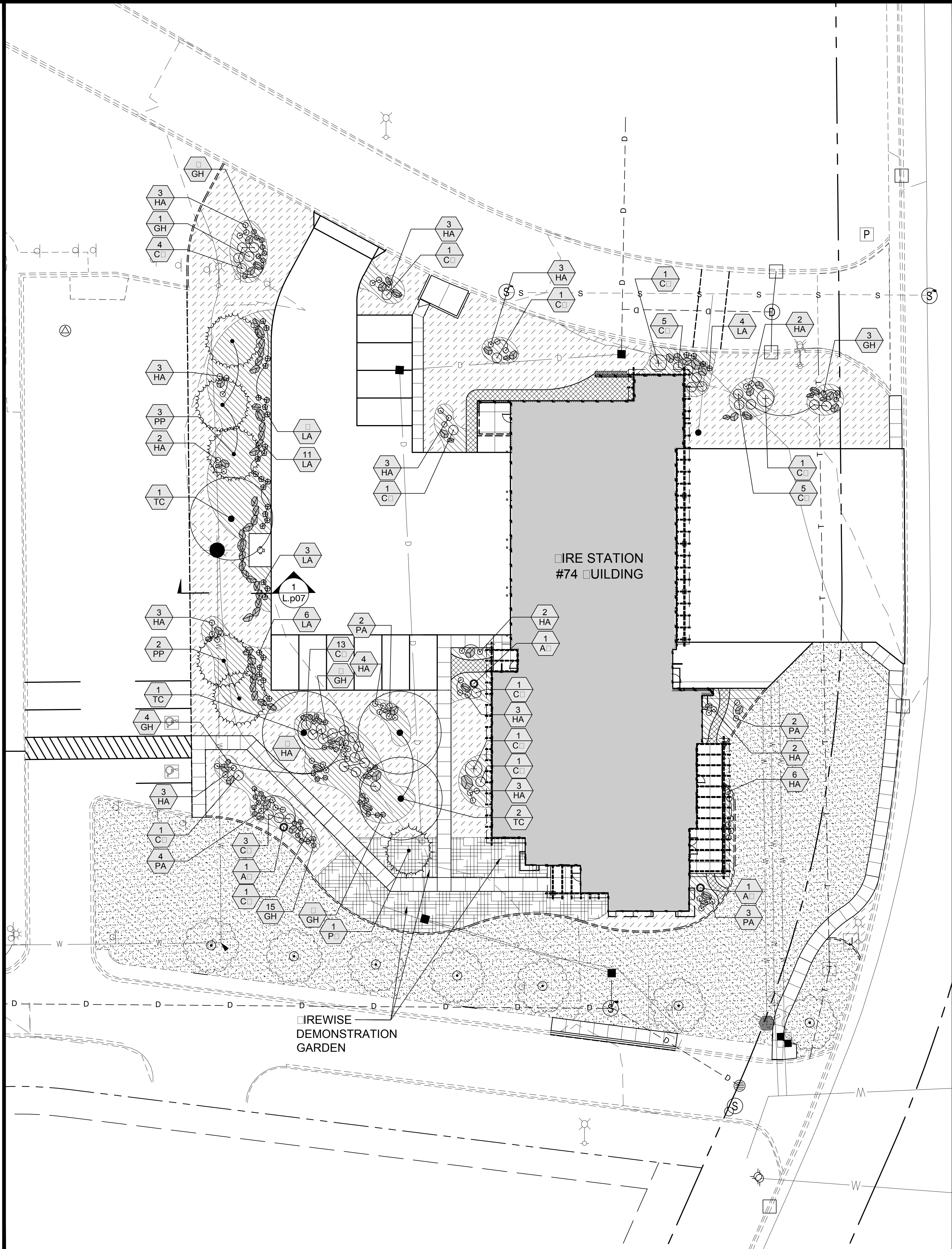
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CITY OF RICHLAND, WASHINGTON

SIDEWALK & PATIO LAYOUT PLAN

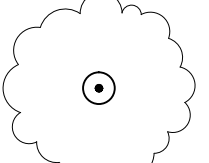
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L1.10

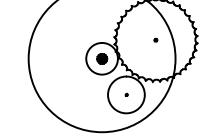




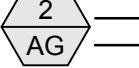
PLANTING LEGEND



EXISTING TREES TO REMAIN: SAVE & PROTECT: SEE TREE PROTECTION DETAIL L130-4 & TREE DETAILS FOR TREE RING INSTALLATION



PLANTS TO BE INSTALLED PER DETAILS L130-1, L130-2, L130-3



PLANT CALLOUT:
QUANTITY
PLANT IDENTIFICATION KEY



LANDSCAPE MULCHERS: SEE DETAIL L130-6
TOTAL COUNT: 5



LANDSCAPE EDGING: SEE DETAIL L130-5

PLANTING NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES SHALL BE CONTRACTOR'S RESPONSIBILITY.
2. ALL PLANT MATERIAL SHALL CONFORM TO THE CURRENT AMERICAN ASSOCIATION OF NURSERYMAN'S NATIONAL STANDARD SPECIFICATIONS.
3. ALL PLANT MATERIAL SHALL BE INSTALLED AS PER DETAILS AND CONTRACT SPECIFICATIONS.
4. CONTRACTOR SHALL VERIFY ALL QUANTITIES. IN THE CASE OF A DISCREPANCY, THE ILLUSTRATED LOCATIONS SHALL DICTATE COUNT.
5. CONTRACTOR SHALL COORDINATE PLANTING WITH IRRIGATION CONTRACTOR.
6. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT THE WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT.

PLANT SCHEDULE

TREES	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	HT	TY	DETAIL	REMARKS
PP	Prunella virginiana	Prunella virginiana	1	0	3/4"	HT	1		MATCHED: STRONG SINGLE LEADER
PP	Prunella virginiana	Prunella virginiana	1	0	3/4"	HT	5		STRONG SINGLE LEADER
TC	Tilia cordata	Green Tree Swallow	1	0	1.5"	Cal	4		MATCHED: STRONG LEADER
SHRUBS	BOTANICAL NAME	COMMON NAME	SIZE	HT	HT	HT	TY	DETAIL	REMARKS
C	Calceolaria	Calceolaria	3"	al			41	1/L	3
C	Calceolaria	Calceolaria	5"	al			3	1/L	3
GH	Gallardia	Gallardia	2"	al			66	1/L	3
HA	Hebe	Hebe	2"	al			56	1/L	3
PA	Peperomia	Peperomia	2"	al			10	1/L	3
SYM	OL	DESCRIPTION	TY	QTY					
		3/4" MINUS CRUSHED ASALT FOR PATHWAY	61	0					
		ROC MULCH TYPE A	11	177	0				
		ROC MULCH TYPE B	5	44	0				
		TUR HYDROSEED AS SPECIFIED	15	77	0				

FIREWISE DEMONSTRATION GARDEN

- FEATURES:

GARDEN TO HAVE INTERPRETIVE SIGNS SHOWING AND DISCUSSING FIREWISE LANDSCAPE AND LOW WATER USE SOLUTIONS
- PLANTS:

DAYLILY
RUSSIAN SAGE
LAVENDER
LANTANA
CONEFLOWER
COTONEASTER
YARROW

EATHER REED GRASS
DWARF MOUNTAIN GRASS
BLUE ESCUE
PHLOX
PENSTEMON
LACINATED EYED SUSAN

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STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
Kevin E. Dixon
CERTIFICATE NO. 770
8.22.2014



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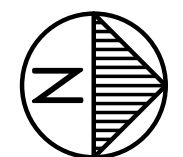
ELECTRICAL
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PO BOX 9802
YANWA, WA 99202

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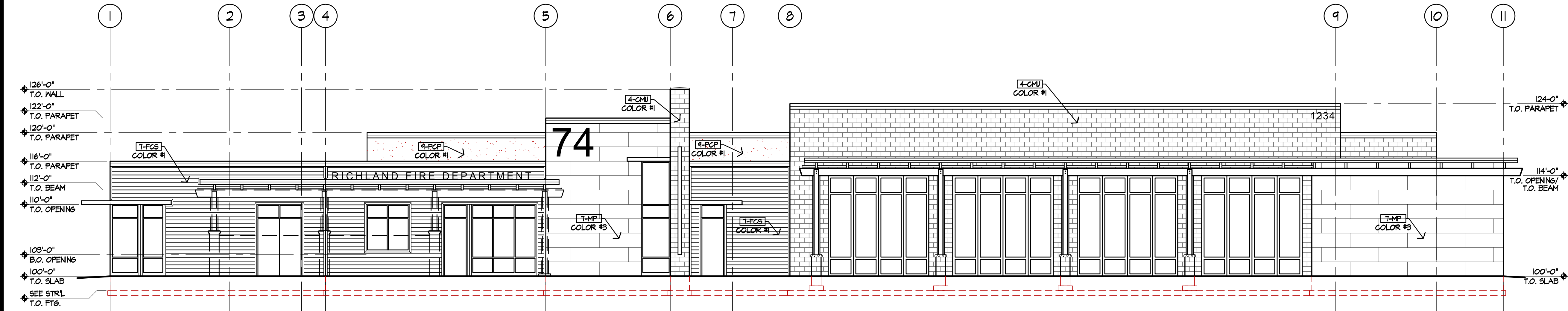
LANDSCAPE PLAN

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L130

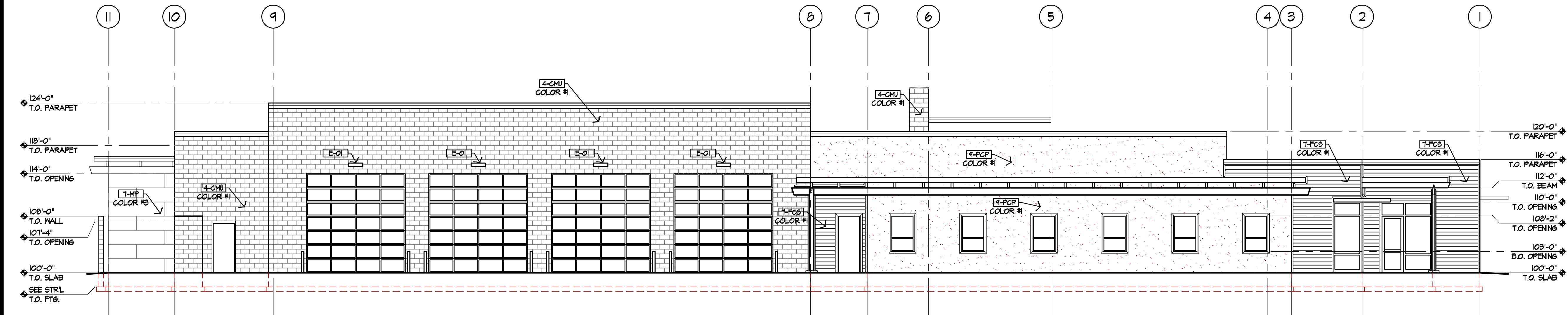


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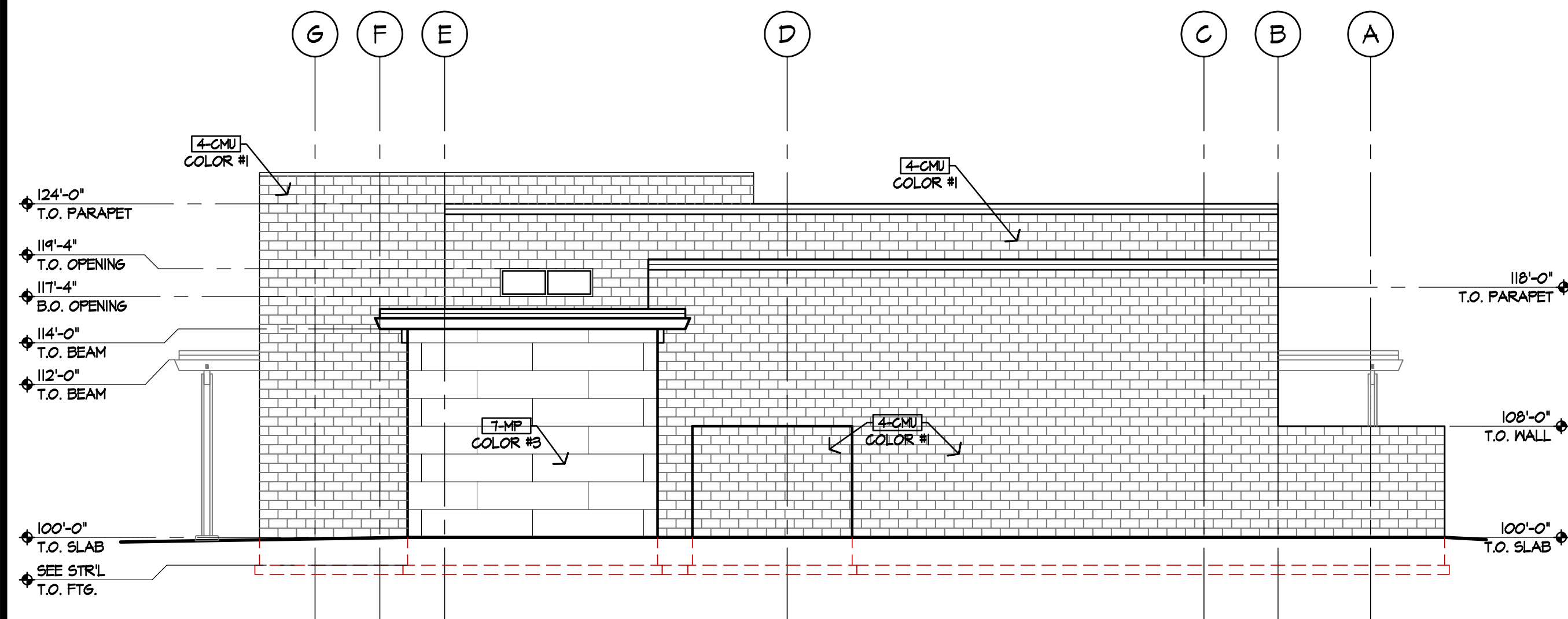
EXTERIOR ELEVATIONS - EAST OVERALL

SCALE: 1/8" = 1'-0"



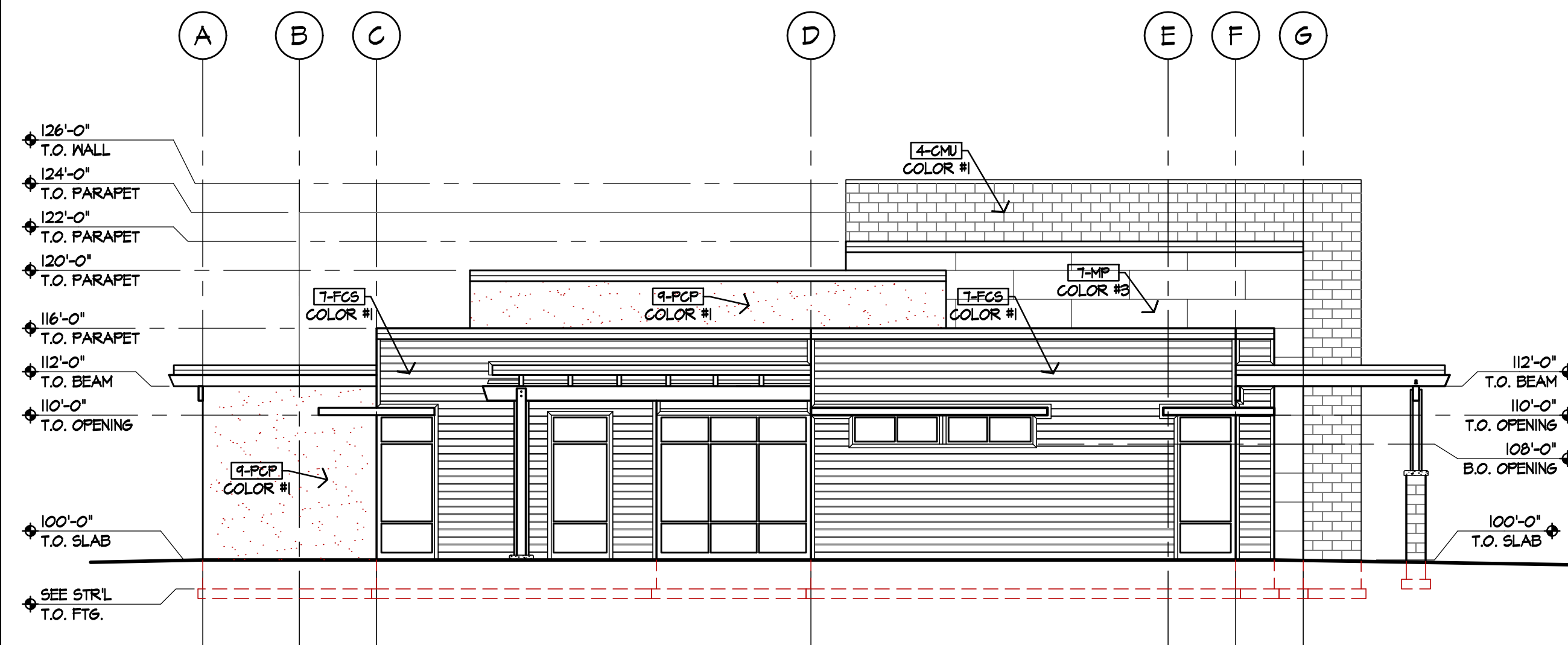
EXTERIOR ELEVATIONS - WEST OVERALL

SCALE: 1/8" = 1'-0"



EXTERIOR ELEVATIONS - NORTH OVERALL

SCALE: 1/8" = 1'-0"



EXTERIOR ELEVATIONS - SOUTH OVERALL

SCALE: 1/8" = 1'-0"

MATERIAL KEYING LEGEND

DIV 4 MASONRY

4-CMU 042000 - CONCRETE MASONRY UNIT WALL
DIV 7 THERMAL & MOISTURE PROTECTION
T-MP 074219.13 - PRE-FINISHED METAL PANELS
T-FCG 074600 - FIBER CEMENT SIDING
T-FCT 074600 - FIBER CEMENT TRIM
T-PC 076200 - PRE-FINISHED METAL COPING
T-PFT 076200 - PRE-FINISHED METAL FASCIA
T-PFT 076200 - PRE-FINISHED METAL TRIM FLASHING

DIV 9 FINISHES

4-EPT 094113 - EXTERIOR PAINT FINISH
4-PCP 092400 - PORTLAND CEMENT PLASTER SYSTEM

MECHANICAL

M-O1 MECHANICAL LOUVER, PER MECH.

ELECTRICAL

E-O1 LIGHT FIXTURE PER ELECTRICAL

KEYED NOTES

1 KNOX BOX LOCATION, VERIFY LOCATION W/ AHJ

GENERAL NOTES

- 042000 - PROVIDE CONSTRUCTION JOINT AT ALL MASONRY WALLS (EXTERIOR/INTERIOR) AS SHOWN. DISTANCE BETWEEN CONSTRUCTION JOINTS NOT TO EXCEED 30'-0".
- 074219.13 - METAL SIDING WALL PANEL LENGTHS SHALL BE CONTINUOUS BETWEEN HORIZONTAL JOINTS. STAGGERED PANEL JOINT LAPS OF RANDOM LENGTHS ARE NOT ACCEPTABLE.

FACE LEGEND

- 092400 PORTLAND CEMENT PLASTER SYSTEM
- 092400 CONTROL JOINT
- 074600 FIBER CEMENT TRIM
- 074600 FIBER CEMENT SIDING
- 074100 COMPOSITE METAL PANEL SYSTEM
- 042000 CMU WALL

GLAZING LEGEND

- 088000 INSULATED LOW-E GLAZING, CLEAR
- WINDOW PER SCHEDULE

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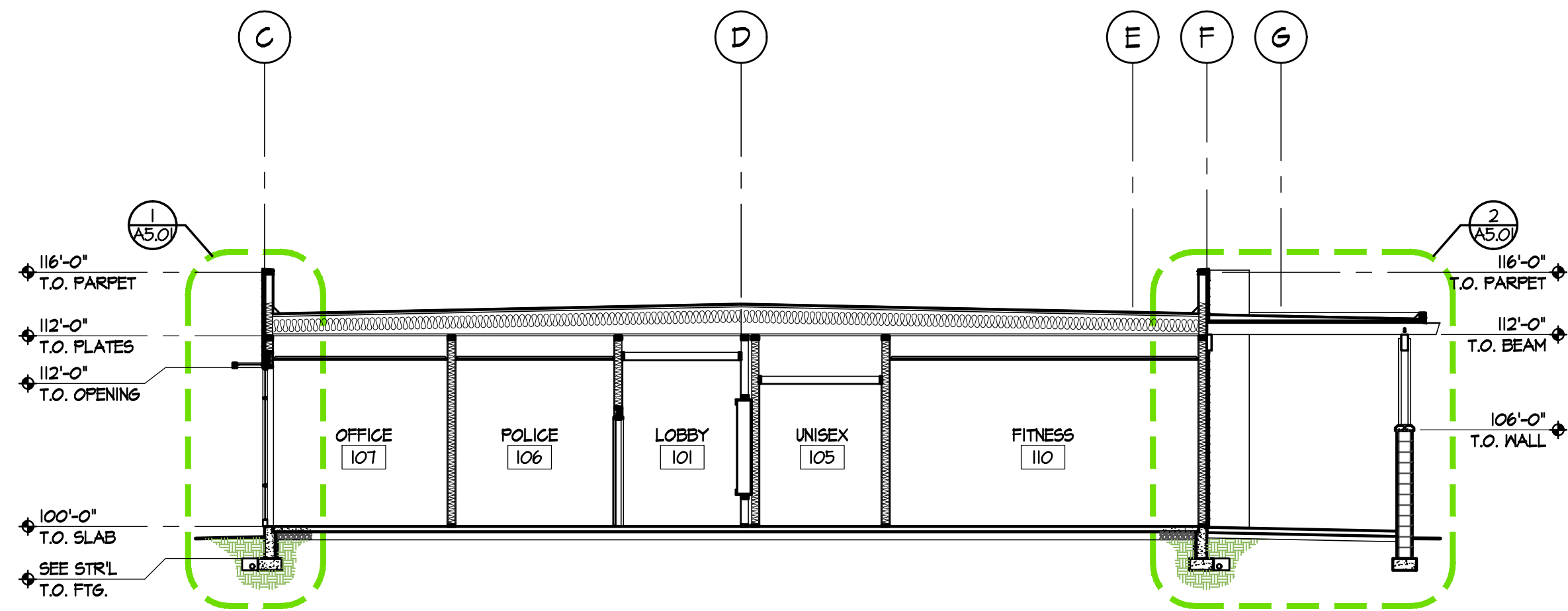
STRUCTURAL LSB ENGINEERS 533 EAST THIRD AVE SPOKANE, WA 99202 509.325.9292	MECHANICAL MSI ENGINEERS 1000 W. 1ST AVE SPOKANE, WA 99201 509.624.1050	ELECTRICAL CONLEY ENGINEERING P.O. BOX 6305 YAKIMA, WA 98902 509.955.9872
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EXTERIOR ELEVATIONS

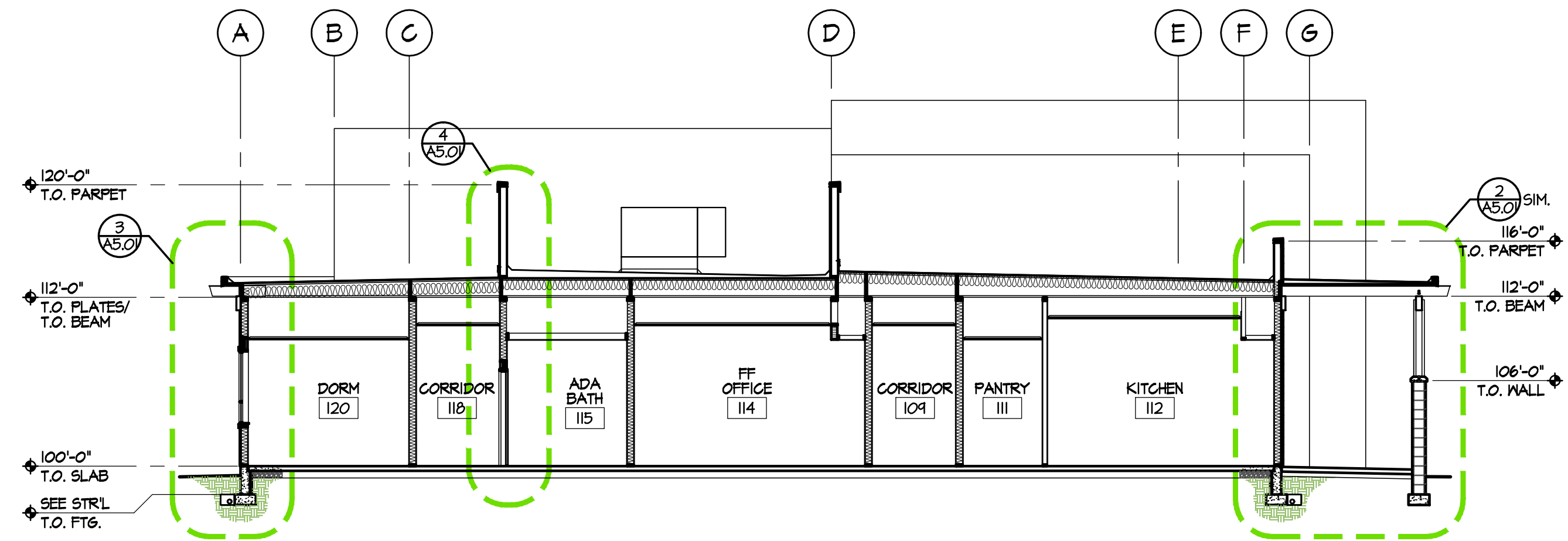
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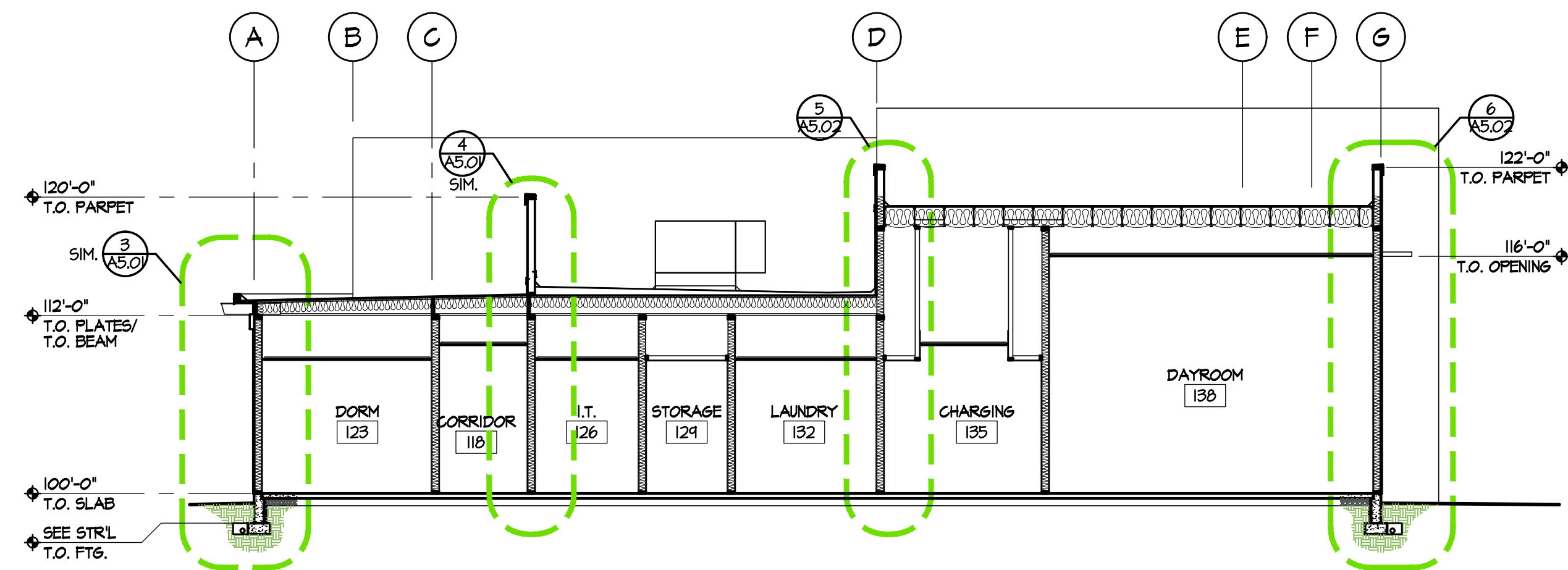
BUILDING SECTION "A"

SCALE: 1/8" = 1'-0"



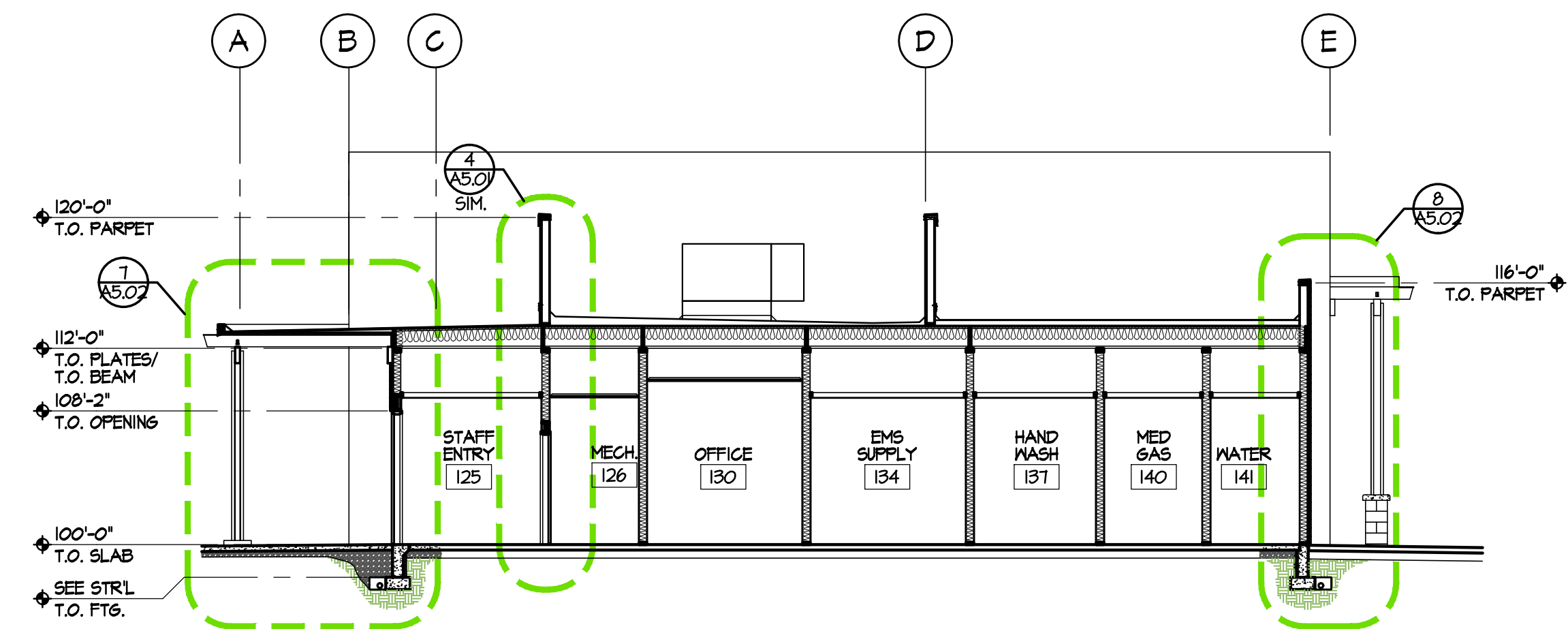
BUILDING SECTION "B"

SCALE: 1/8" = 1'-0"



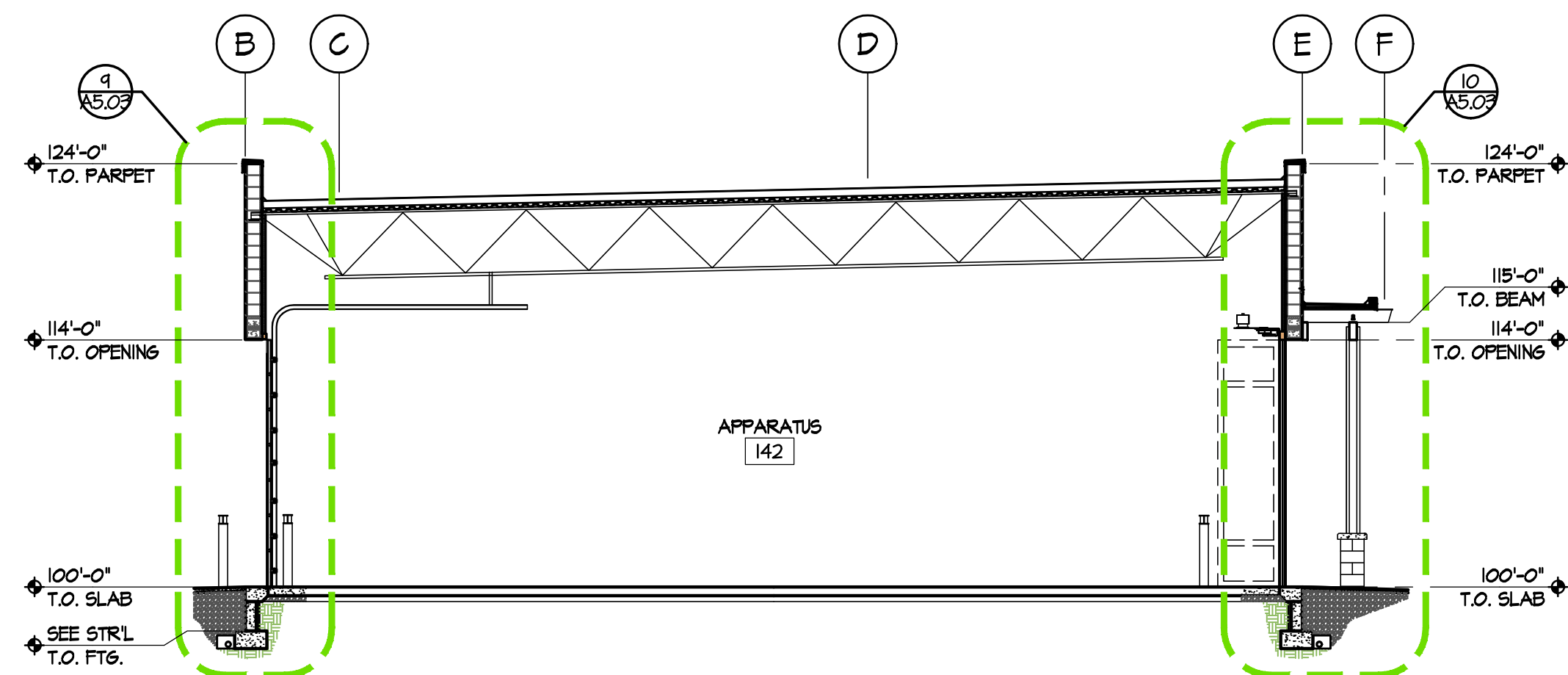
BUILDING SECTION "C"

SCALE: 1/8" = 1'-0"



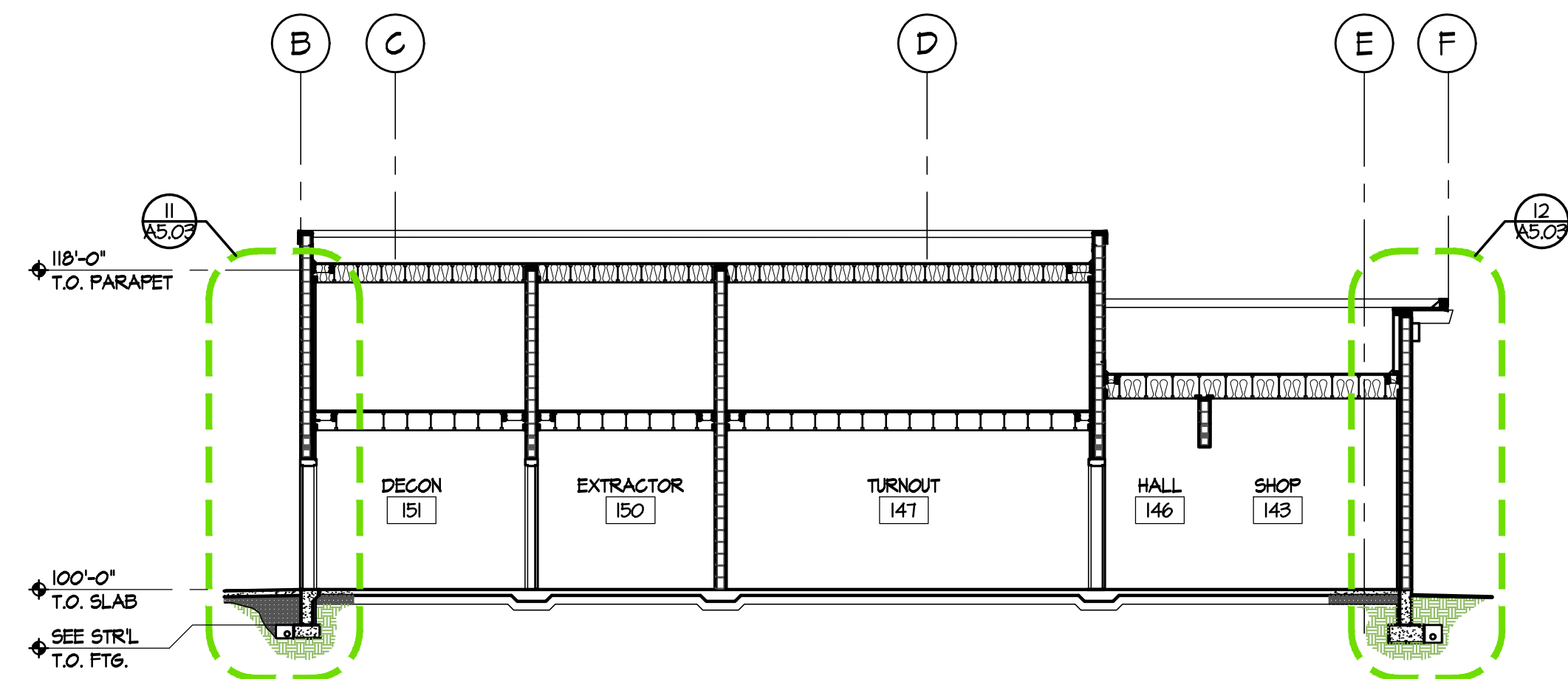
BUILDING SECTION "D"

SCALE: 1/8" = 1'-0"



BUILDING SECTION "E"

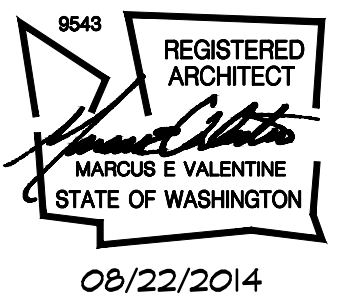
SCALE: 1/8" = 1'-0"



BUILDING SECTION "F"

SCALE: 1/8" = 1'-0"

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SPOKANE, WA 99201
509.624.1050

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YAKIMA, WA 98907
509.965.9872

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BUILDING SECTIONS

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A4.01

REV.	DATE	DESCRIPTION

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523 EAST THIRD AVE
SPOKANE, WA 99202
509.323.9292

MECHANICAL
MSI ENGINEERS
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SPOKANE, WA 99201
509.624.1050

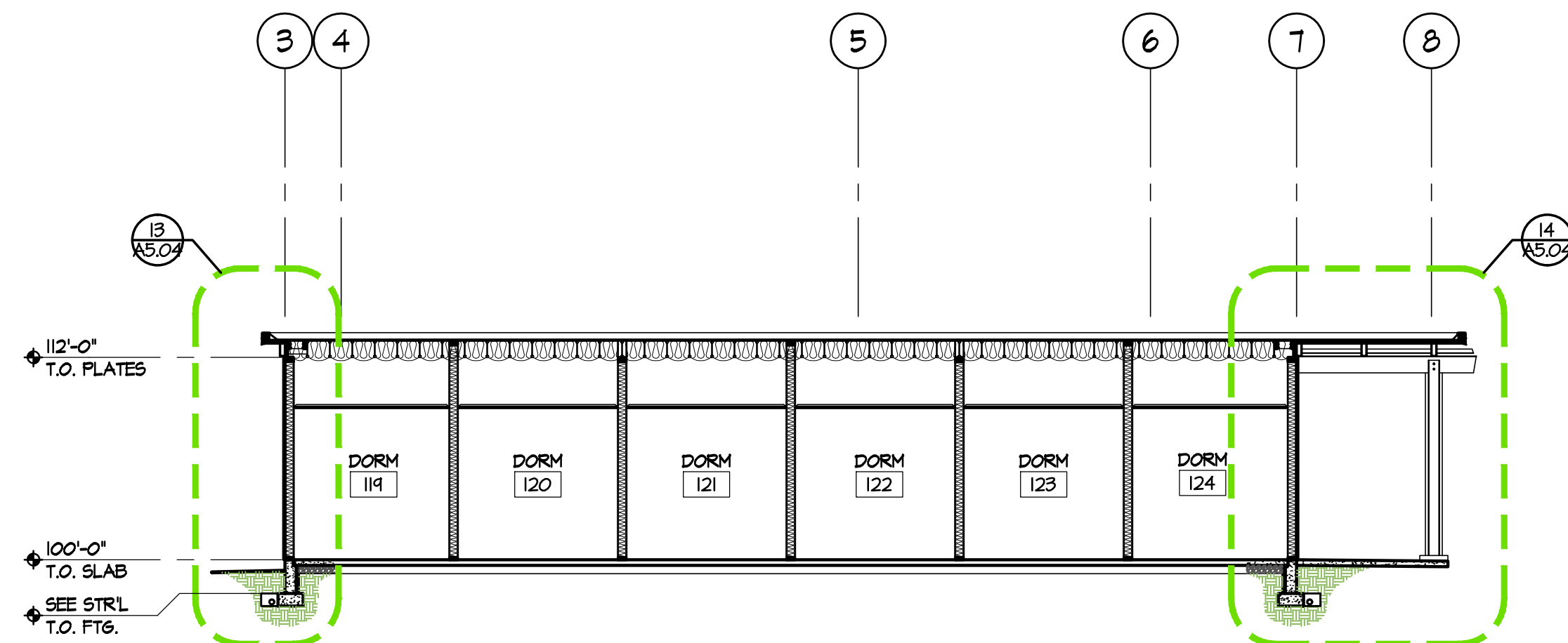
ELECTRICAL
CONLEY ENGINEERING
P.O. BOX 6305
YAKIMA, WA 98902
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BUILDING SECTIONS

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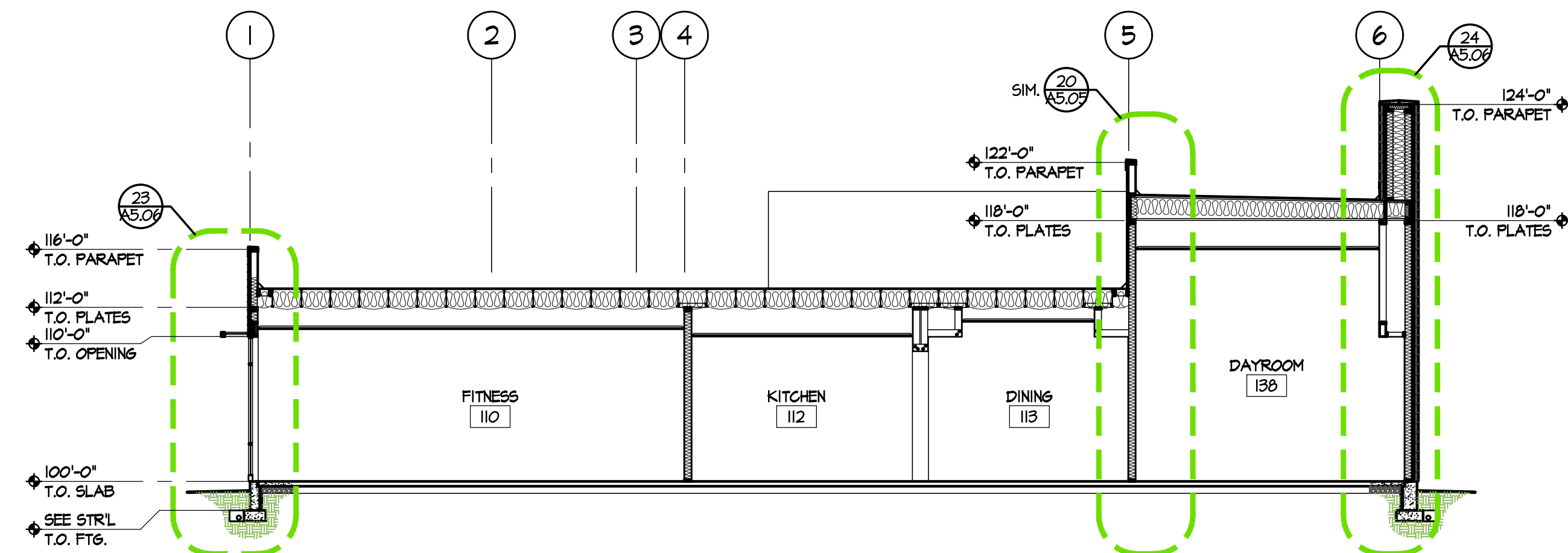
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G

BUILDING SECTION "G"

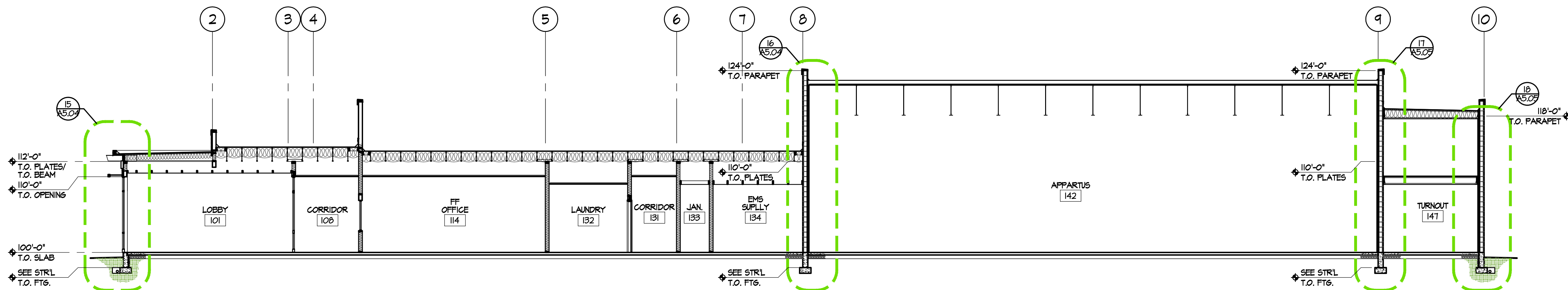
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K

BUILDING SECTION "K"

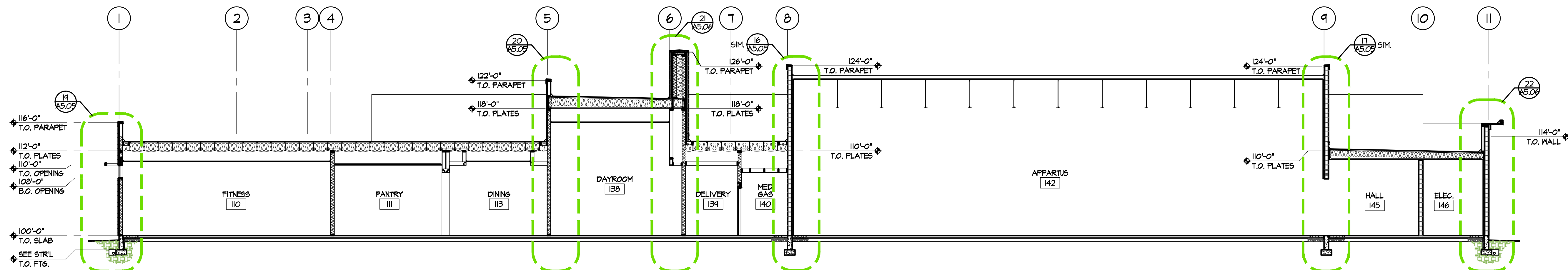
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H

BUILDING SECTION "H"

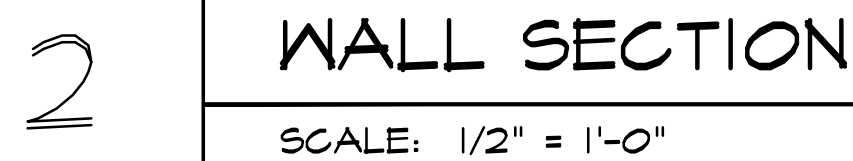
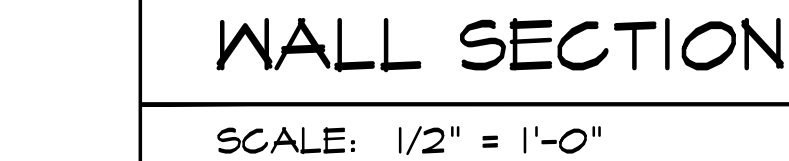
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J

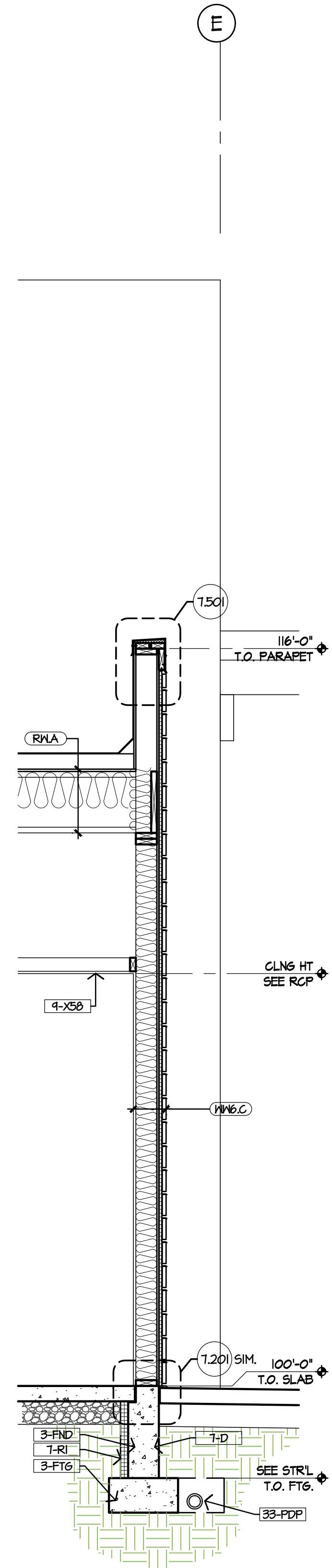
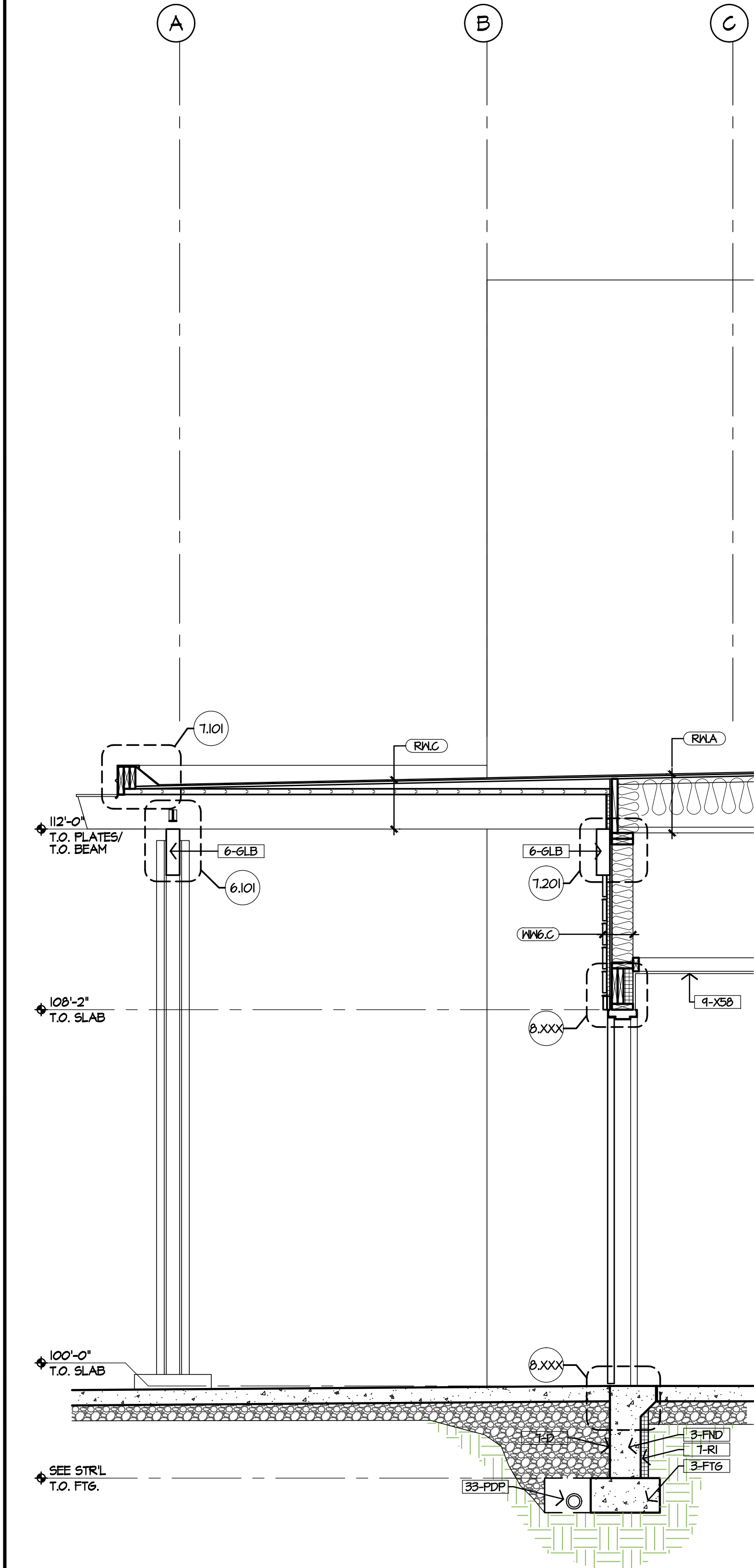
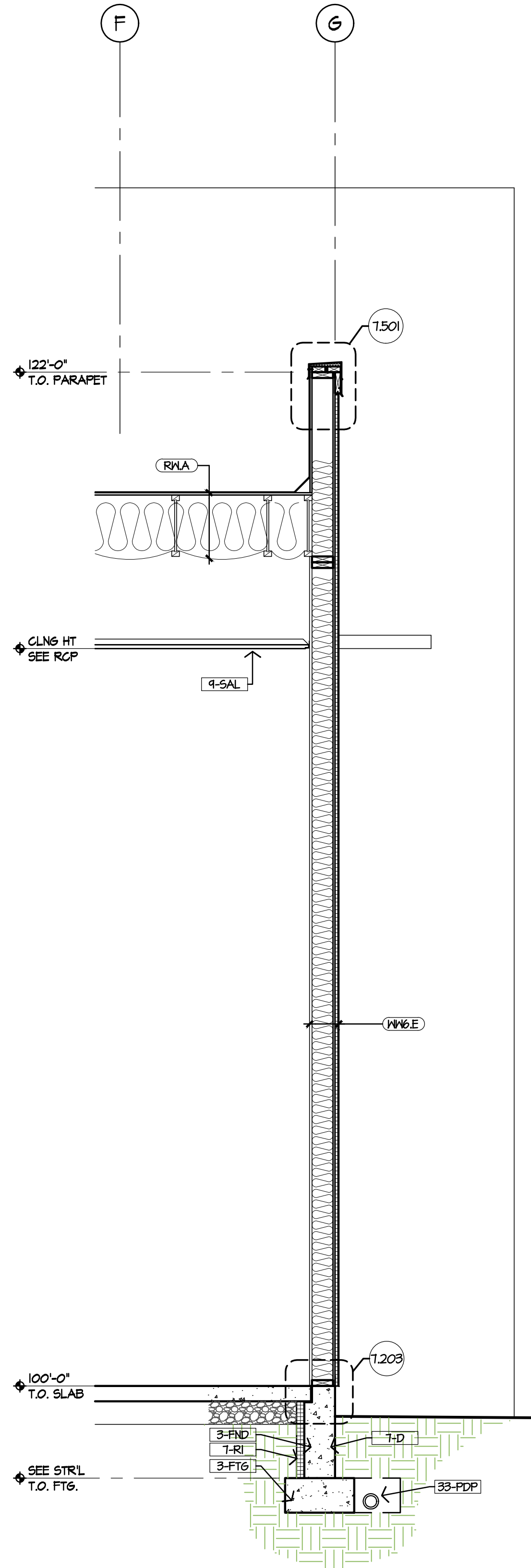
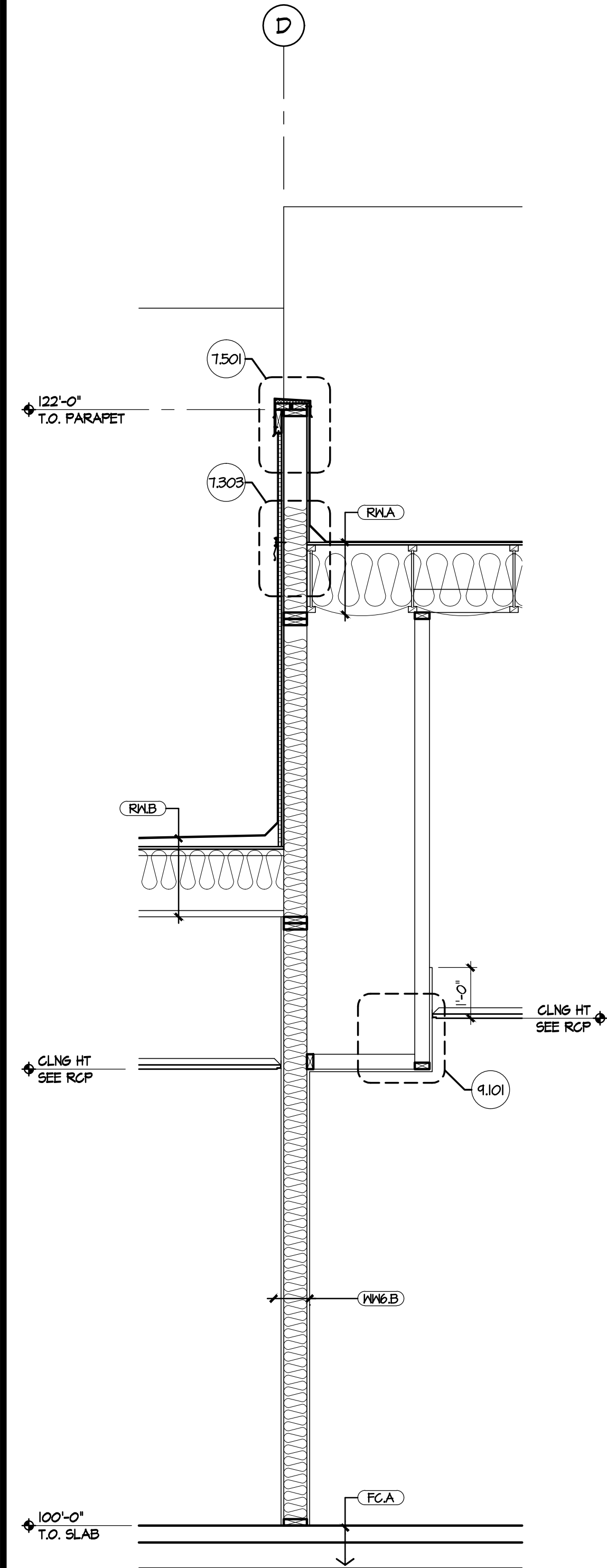
BUILDING SECTION "J"

SCALE: 1/8" = 1'-0"



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MATERIAL KEYING LEGEND

NOT ALL NOTES ARE USED ON THIS SHEET, SEE OTHER A5 SERIES	
DIV 3	CONCRETE
3-FDN	033000 - CONCRETE FOUNDATION - SEE STRL
3-FTG	033000 - CONCRETE FOOTING - SEE STRL
3-TS	033000 - THICKENED SLAB - SEE STRL
DIV 5	METALS
5-SA	051200 - STEEL ANGLE - SEE STRL
5-SB	051200 - STEEL BEAM - SEE STRL
5-SPH	055213 - STEEL PIPE HANDRAIL 1 1/4" DIA.
DIV 6	WOOD AND PLASTICS
6-B	061000 - 2X BLOCKING
6-GLB	061000 - 2X BLOCKING - SEE STRL
6-H	061000 - 2X HEADER - SEE STRL
6-N	061000 - 2X NAILER
6-PI2	061600 - 1/2" PLYWOOD SHEATHING
DIV 7	THERMAL & MOISTURE PROTECTION
7-D	071113 - DAMPPROOFING
7-RI	072100 - 2" RIGID INSULATION, R-10 MIN.
7-AS	073113 - COMPOSITE ASPHALT SHINGLES
7-M5	074213.13 - PRE-FINISHED METAL SIDING
7-M5P	074213.13 - PRE-FINISHED METAL SOFFIT PANEL
7-V5P	074213.13 - PRE-FINISHED METAL VENTED SOFFIT PANEL
7-FC	076200 - PRE-FINISHED METAL COPING
7-PF	076200 - PRE-FINISHED METAL FASCIA
7-PFT	076200 - PRE-FINISHED METAL TRIM FLASHING

DIV 8	DOORS & WINDOWS
8-D	080000 - DOOR PER SCHEDULE
8-OSD	083613 - OVERHEAD SECTIONAL DOOR
8-W	088000 - WINDOW PER SCHEDULE
DIV 9	FINISHES
9-X5B	092900 - 5/8" TYPE 'X' 6MB
9-SAL	091113 - SUSPENDED ACOUSTICAL LAY-IN CEILING
9-EPT	094113 - EXTERIOR PAINT FINISH
DIV 10	SPECIALTIES
10-FPP	102234 - FOLDING PANEL PARTITION

DIV 32	EXTERIOR IMPROVEMENT
32-CN	321313 - CONCRETE WALK PER LANDSCAPE ARCH.
DIV 33	SUBDRAINAGE
33-PDP	334600 - PERFORATED DRAINAGE PIPE
ELECTRICAL	
E-01	LIGHT FIXTURE PER ELECTRICAL
MECHANICAL	
M-01	LOUVER PER MECHANICAL
M-02	PER MECHANICAL

KEYED NOTES

STRUCTURAL	LSB ENGINEERS
MECHANICAL	MSI ENGINEERS
ELECTRICAL	CONLEY ENGINEERING

GENERAL NOTES

- (XXX) FLOOR, WALL OR ROOF ASSEMBLY. SEE DETAIL, MANUAL DIVISION I, SHEET WALL,XX, FLR,XX OR ROOF,XX.
- SEE RCP & INTERIOR ELEVATION DRAWINGS FOR CEILING AND SOFFIT DETAILS.
 - ALL GYPSUM BOARD USED IN SOUND RETARDANT PARTITIONS MUST BE TYPE 'X'.
 - ALL OPENINGS AROUND DUCT OR PIPE PENETRATIONS SHALL BE SEALED WITH A NON-HARDENING SILICONE MASTIC.
 - VAPOR BARRIERS SHALL BE CONTINUOUS FROM FLOOR LINE TO UNDERSIDE OF ROOF DECK, INCLUDING THROUGH INTERSECTING SOFFITS OR OTHER CONSTRUCTION ABUTTING EXTERIOR WALLS.
 - SEE DETAIL 9.002 FOR TYPICAL TOP OF WALL CONDITION.

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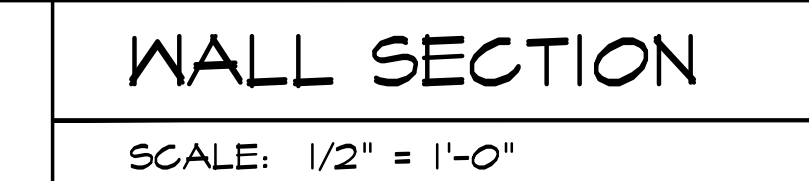
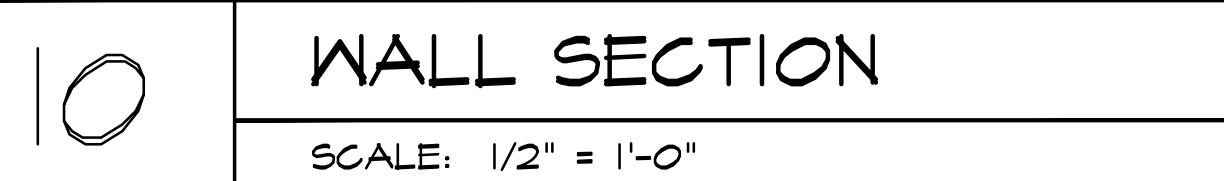
REV.	DATE	DESCRIPTION

STRUCTURAL	LSB ENGINEERS
MECHANICAL	MSI ENGINEERS
ELECTRICAL	CONLEY ENGINEERING

RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON

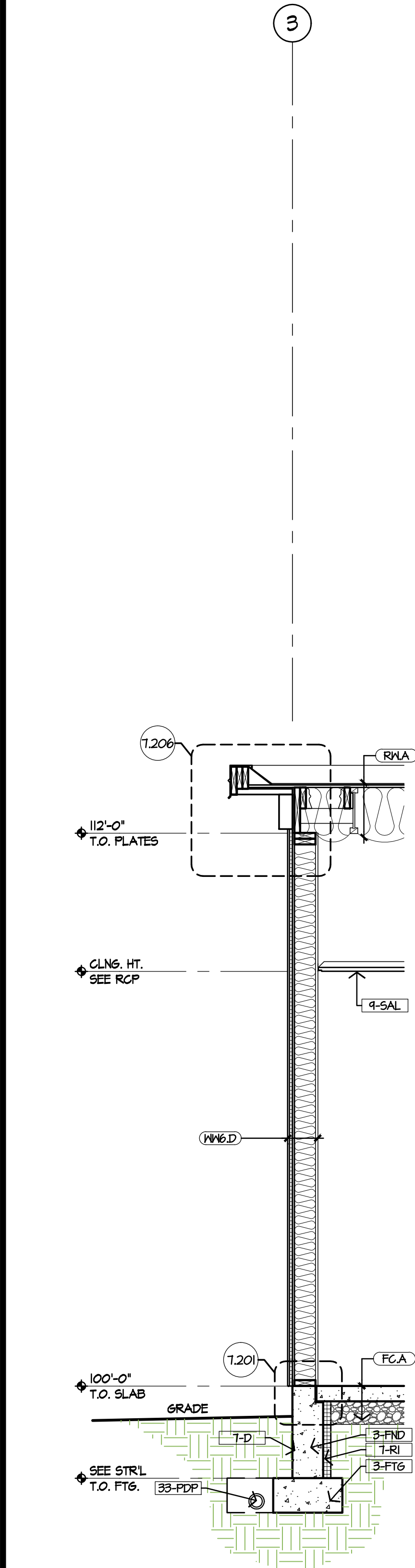
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DESIGNED BY	MEV
DRAWN BY	
ISSUE DATE	08/22/2014
CHECKED BY	
PHASE	PERMIT SET
SHEET NO.	

A5.02

[illegible]

A5.03

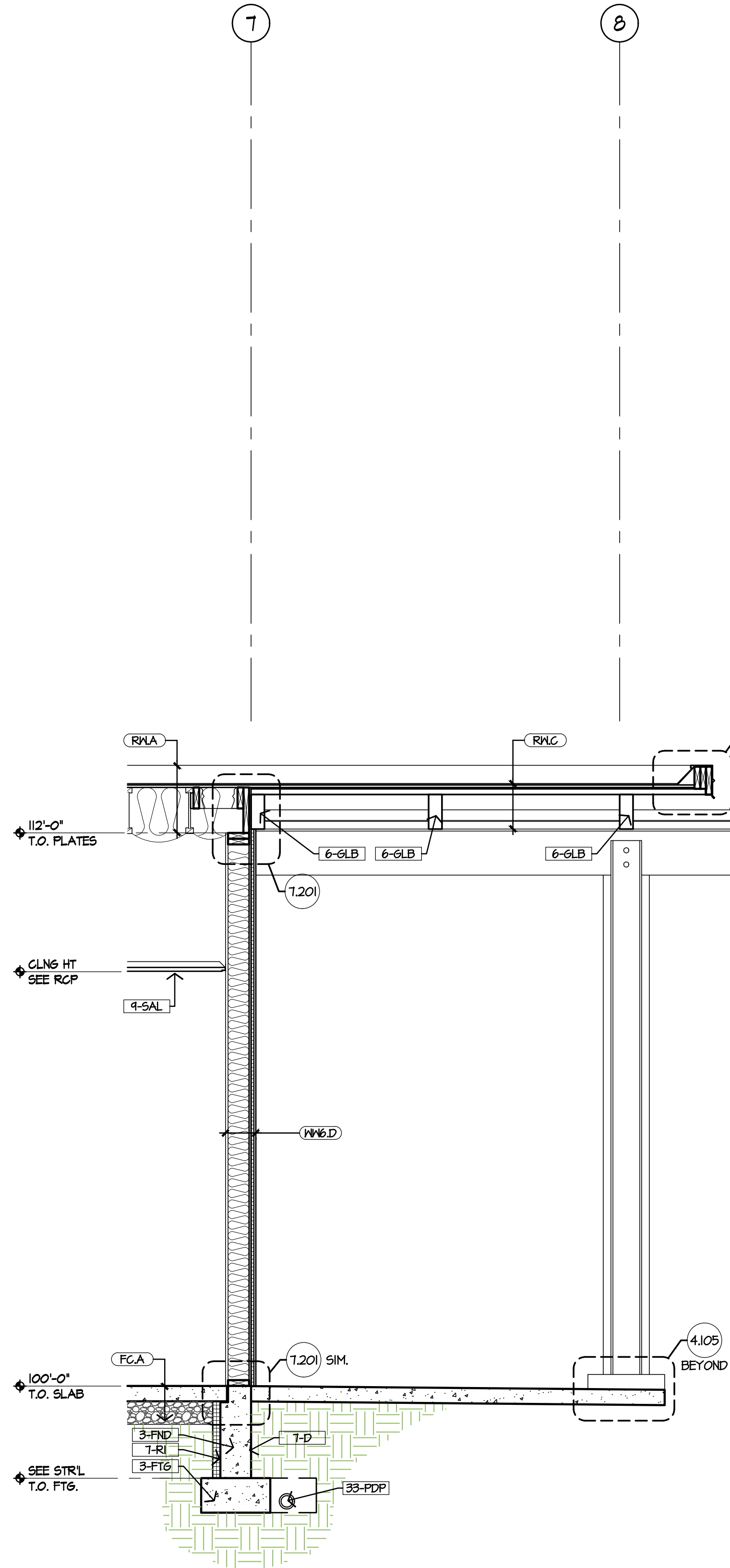
WALL SECTIONS 5 - 8



13

WALL SECTION

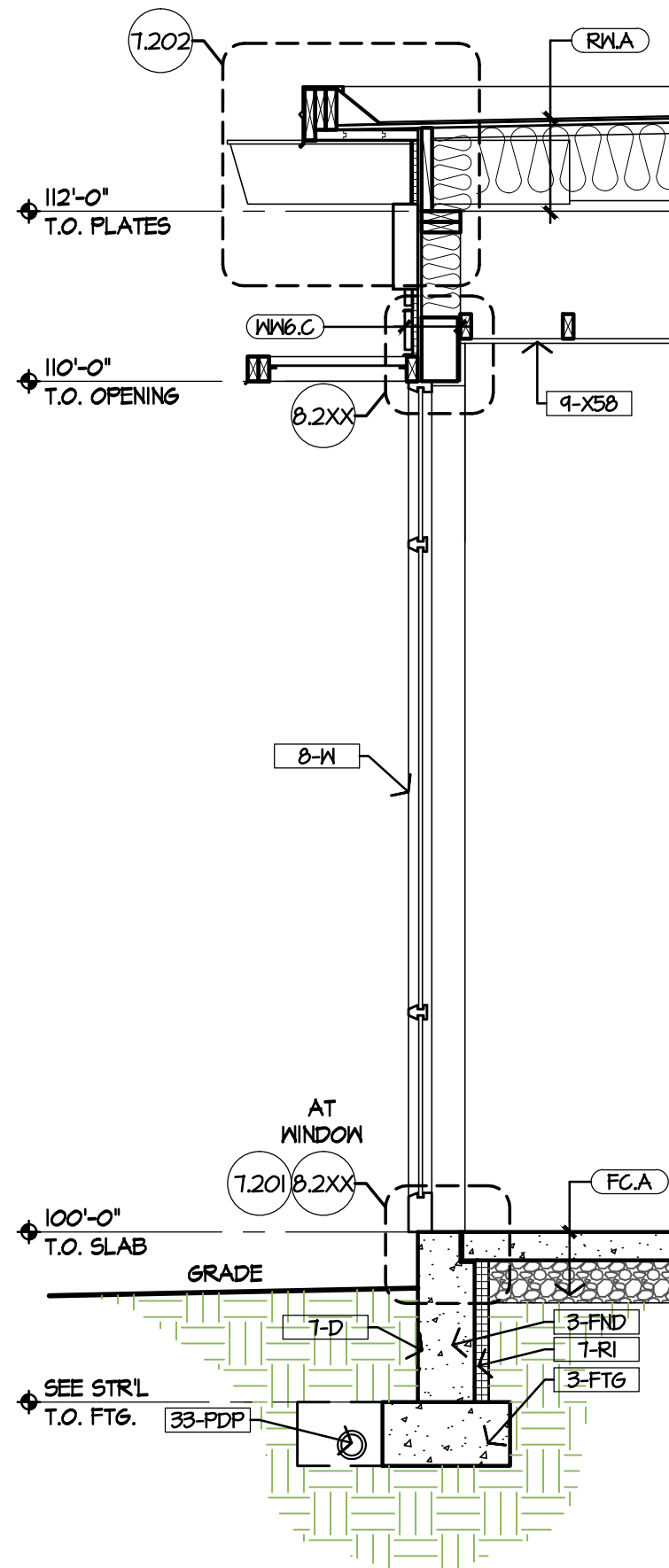
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WALL SECTION

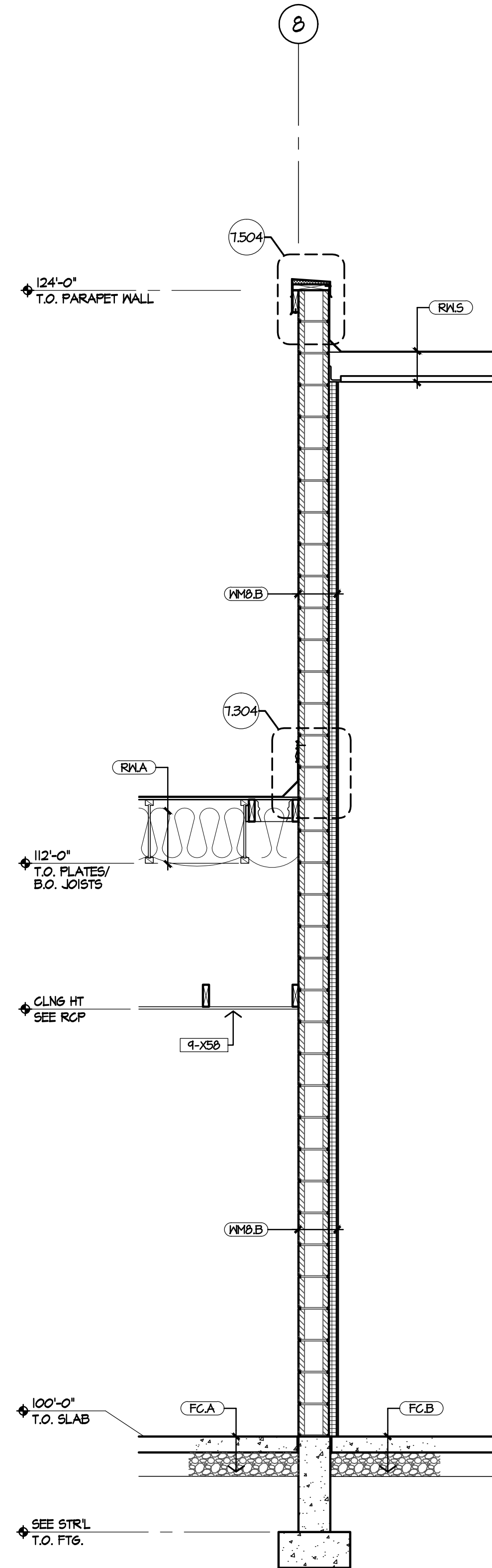
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15

WALL SECTION

SCALE: 1/2" = 1'-0"



16

WALL SECTION

SCALE: 1/2" = 1'-0"

MATERIAL KEYING LEGEND

NOT ALL NOTES ARE USED ON THIS SHEET,
SEE OTHER A5 SERIES

DIV 3 CONCRETE

3-FND 033000 - CONCRETE FOUNDATION - SEE STRL
3-FIT 033000 - CONCRETE FOOTING - SEE STRL
3-TI 033000 - THICKENED SLAB - SEE STRL

DIV 5 METALS

5-SA 051200 - STEEL ANGLE - SEE STRL
5-SB 051200 - STEEL BEAM - SEE STRL
5-SPH 055213 - STEEL PIPE HANDRAIL 1 1/4" DIA.

DIV 6 WOOD AND PLASTICS

6-B 061000 - 2X BLOCKING
6-GLB 061000 - 2X GLU-LAM BEAM- SEE STRL
6-H 061000 - 2X HEADER - SEE STRL
6-N 061000 - 2X NAILER
6-PLY 061600 - 1/2" PLYWOOD SHEATHING

DIV 7 THERMAL & MOISTURE PROTECTION

T-D 071113 - DAMPPROOFING
T-RI 071200 - 2" RIGID INSULATION, R-10 MIN.
T-AS 073113 - COMPOSITE ASPHALT SHINGLES
T-M 074213.13 - PRE-FINISHED METAL SIDING
T-MSP 074213.13 - PRE-FINISHED METAL SOFFIT PANEL
T-VSP 074213.13 - PRE-FINISHED METAL VENTED SOFFIT PANEL
T-FC 076200 - PRE-FINISHED METAL COPING
T-PF 076200 - PRE-FINISHED METAL FASCIA
T-PFT 076200 - PRE-FINISHED METAL TRIM FLASHING

DIV 8 DOORS & WINDOWS

8-D 080000 - DOOR PER SCHEDULE
8-OSD 083613 - OVERHEAD SECTIONAL DOOR
8-W 088000 - WINDOW PER SCHEDULE

DIV 9 FINISHES

9-XSB 092900 - 5/8" TYPE 'X' 6MB
9-SAL 091113 - SUSPENDED ACOUSTICAL LAY-IN CEILING
9-EPT 091113 - EXTERIOR PAINT FINISH

DIV 10 SPECIALTIES

10-FPP 102234 - FOLDING PANEL PARTITION

DIV 32 EXTERIOR IMPROVEMENT

32-CN 321313 - CONCRETE WALK PER LANDSCAPE ARCH.

DIV 33 SUBDRAINAGE

33-PDP 334600 - PERFORATED DRAINAGE PIPE

ELECTRICAL

E-01 LIGHT FIXTURE PER ELECTRICAL

MECHANICAL

M-01 LOUVER PER MECHANICAL
M-02 PER MECHANICAL

KEYED NOTES

GENERAL NOTES

- (XXX) FLOOR, WALL OR ROOF ASSEMBLY.
SEE DETAIL, MANUAL DIVISION I, SHEET WALL,XX,
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 - SEE DETAIL 9.002 FOR TYPICAL TOP OF WALL
CONDITION.

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ARCHITECT
MARCUS E. VALENTINE
STATE OF WASHINGTON
08/22/2014Architects West Inc.
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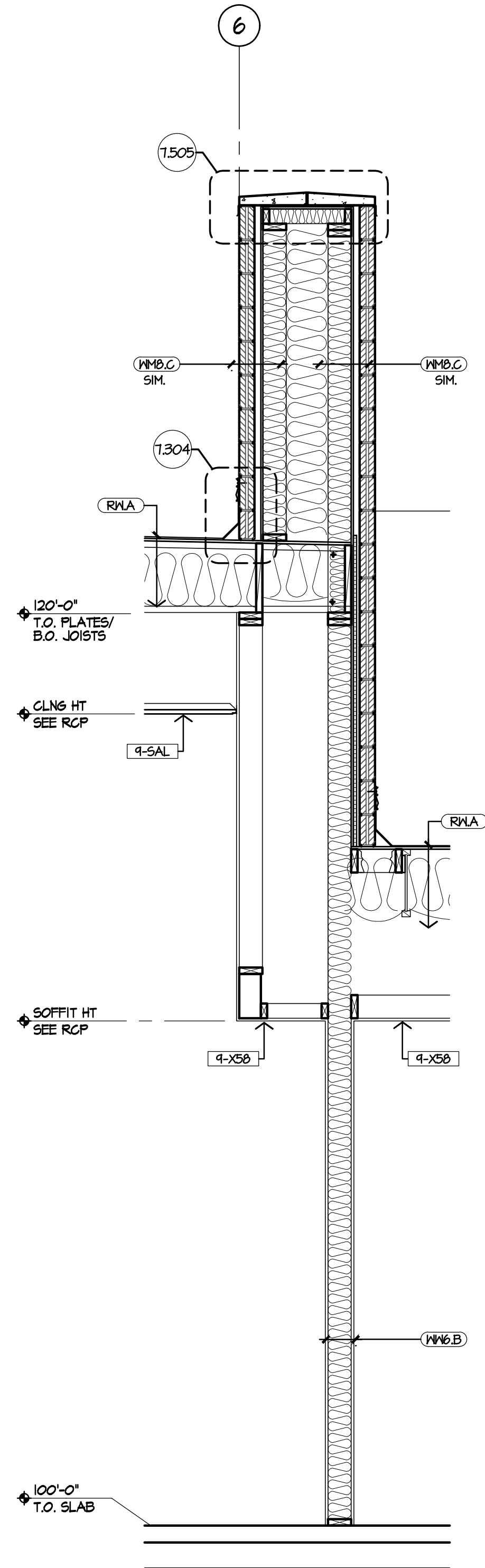
REV.	DATE	DESCRIPTION

509.633.9292
STRUCTURAL
LSB ENGINEERS
503 EAST THIRD AVE
SPOKANE, WA 99202
MECHANICAL
MSI ENGINEERS
1000 W. 1ST AVE
SPOKANE, WA 99201
ELECTRICAL
CONLEY ENGINEERING
P.O. BOX 6036
YAKIMA, WA 98902RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON

WALL SECTIONS 5 - 8

PROJECT NO. 1425
DESIGNED BY MEV
DRAWN BY
ISSUE DATE 08/22/2014
CHECKED BY
PHASE PERMIT SET
SHEET NO.

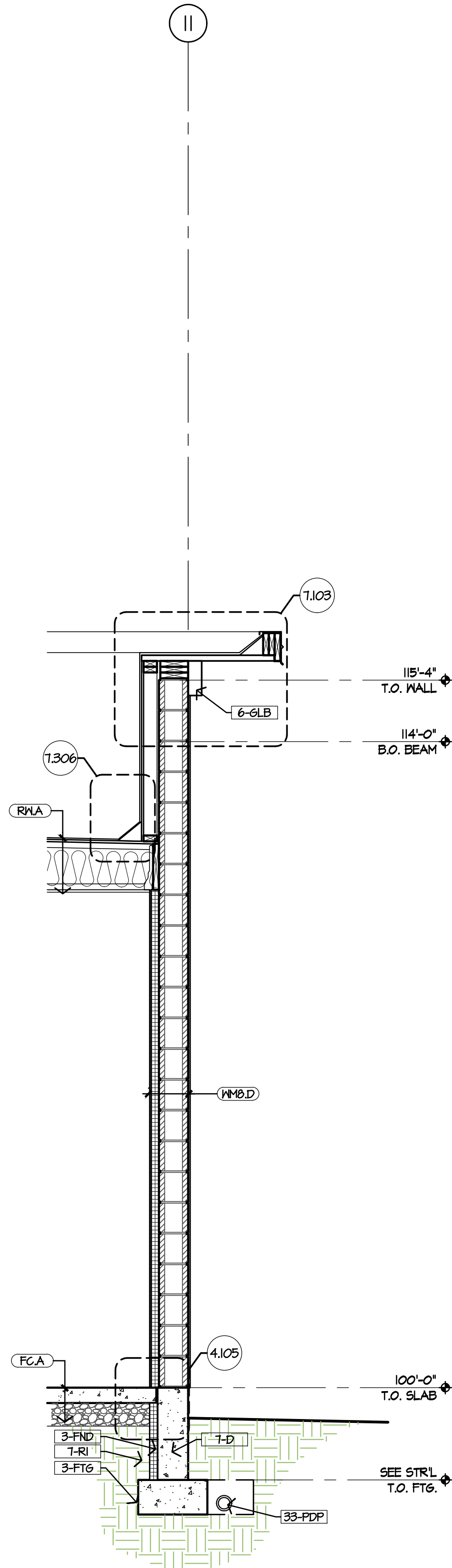
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WALL SECTION

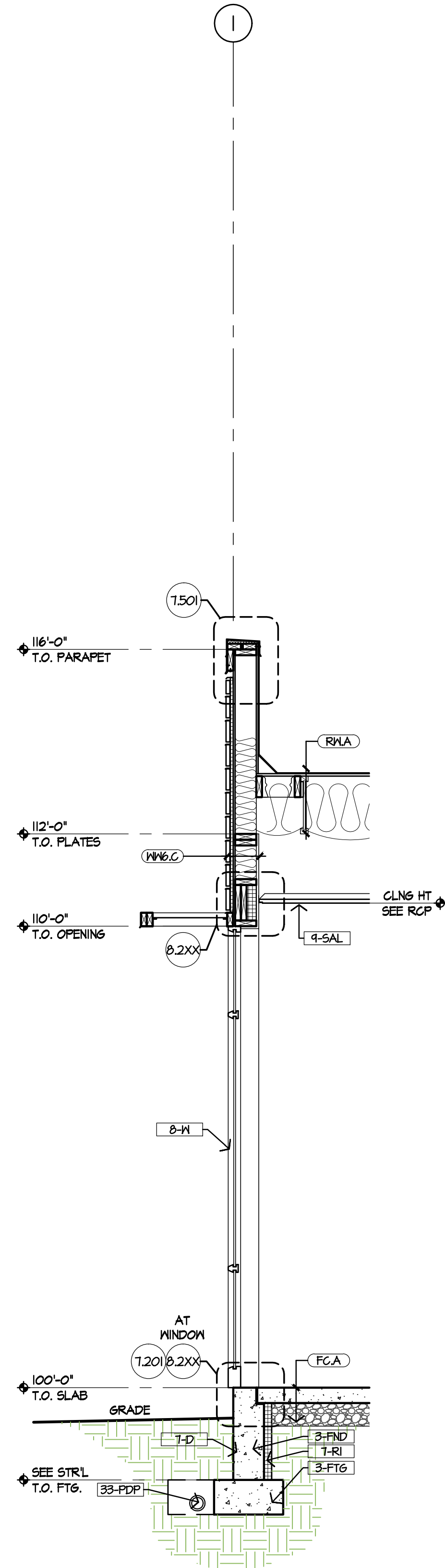
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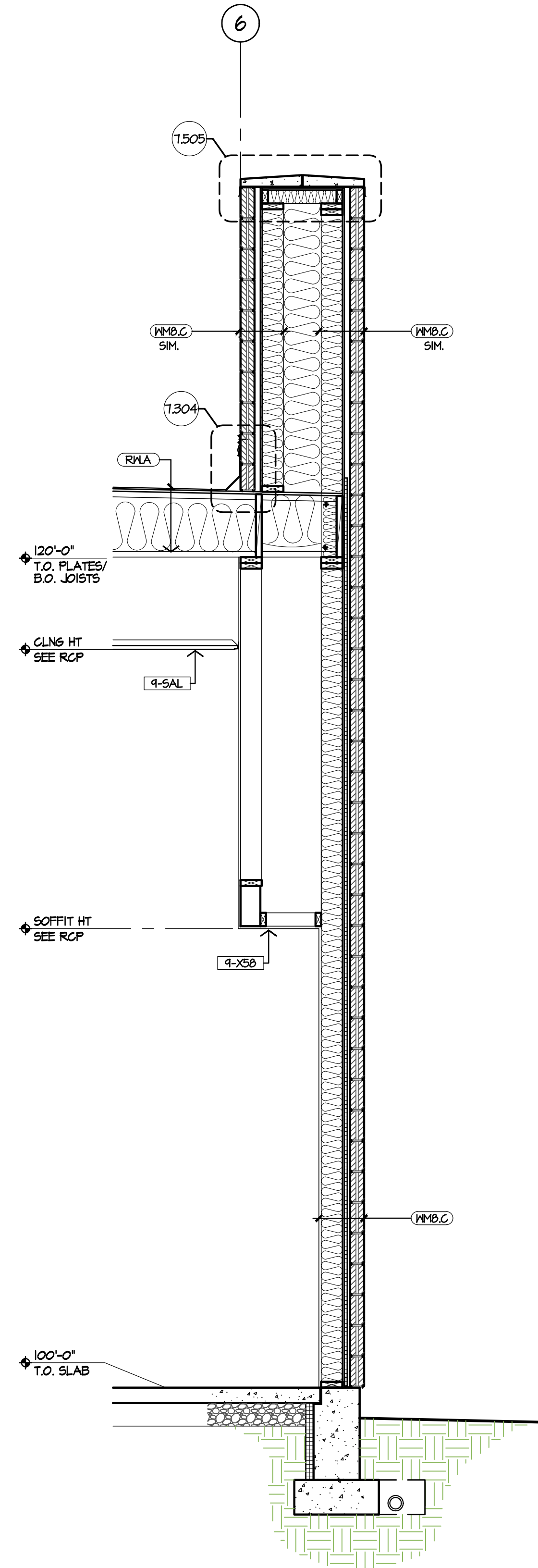
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23

WALL SECTION

SCALE: 1/2" = 1'-0"



24

WALL SECTION

SCALE: 1/2" = 1'-0"

MATERIAL KEYING LEGEND

NOT ALL NOTES ARE USED ON THIS SHEET, SEE OTHER A5 SERIES

DIV 3 CONCRETE
3-FDN 033000 - CONCRETE FOUNDATION - SEE STR'L
3-FTG 033000 - CONCRETE FOOTING - SEE STR'L
3-TS 033000 - THICKENED SLAB - SEE STR'L

DIV 5 METALS
5-SA 051200 - STEEL ANGLE - SEE STR'L
5-SB 051200 - STEEL BEAM - SEE STR'L
5-SPH 055210 - STEEL PIPE HANDRAIL 1 1/4" DIA.

DIV 6 WOOD AND PLASTICS
6-B 061000 - 2X BLOCKING
6-GLB 061000 - 6X6 LAM BEAM - SEE STR'L
6-H 061000 - 2X HEADER - SEE STR'L
6-N 061000 - 2X NAILER
6-PLY 061600 - 1/2" PLYWOOD SHEATHING

DIV 7 THERMAL & MOISTURE PROTECTION
7-D 071110 - DAMPPROOFING
7-RI 072100 - 2" RIGID INSULATION, R-10 MIN.
7-AS 073110 - COMPOSITE ASPHALT SHINGLES
7-MS 074210 - PRE-FINISHED METAL SIDING
7-MSP 074210 - PRE-FINISHED METAL SOFFIT PANEL
7-VSP 074210 - PRE-FINISHED METAL VENTED SOFFIT PANEL
7-FC 076200 - PRE-FINISHED METAL FASCIA
7-PF 076200 - PRE-FINISHED METAL TRIM FLASHING

DIV 8 DOORS & WINDOWS
8-D 080000 - DOOR PER SCHEDULE
8-OSD 083610 - OVERHEAD SECTIONAL DOOR
8-W 088000 - WINDOW PER SCHEDULE

DIV 9 FINISHES
9-XSB 042400 - 5/8" TYPE 'X' 6MB
9-SAL 045110 - SUSPENDED ACOUSTICAL LAY-IN CEILING
9-EPT 049110 - EXTERIOR PAINT FINISH

DIV 10 SPECIALTIES
10-FPP 102234 - FOLDING PANEL PARTITION

DIV 32 EXTERIOR IMPROVEMENT
32-CN 321010 - CONCRETE WALK PER LANDSCAPE ARCH.

DIV 33 SUBDRAINAGE
33-PDP 334600 - PERFORATED DRAINAGE PIPE

ELECTRICAL
E-O1 LIGHT FIXTURE PER ELECTRICAL

MECHANICAL
M-O1 LOUVER PER MECHANICAL
M-O2 PER MECHANICAL

KEYED NOTES

GENERAL NOTES

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509.565.9872

STRUCTURAL
LSB ENGINEERS
503 EAST THIRD AVE
SPOKANE, WA 99202

MECHANICAL
MSI ENGINEERS
1000 WEST 1ST
SPOKANE, WA 99201

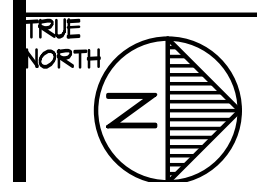
ELECTRICAL
CONLEY ENGINEERING
P.O. BOX 6205
YAKIMA, WA 98902

RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON

WALL SECTIONS 5 - 8

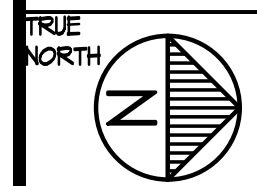
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DRAWN BY	
ISSUE DATE	08/22/2014
CHECKED BY	
PHASE	PERMIT SET
SHEET NO.	

A5.06

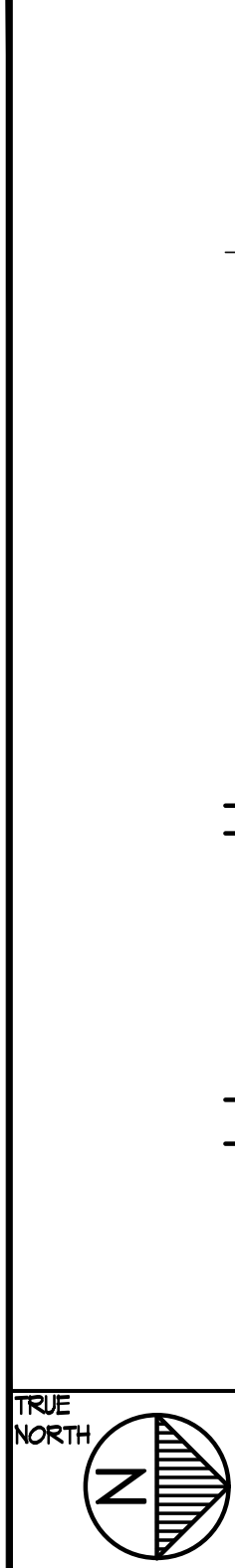
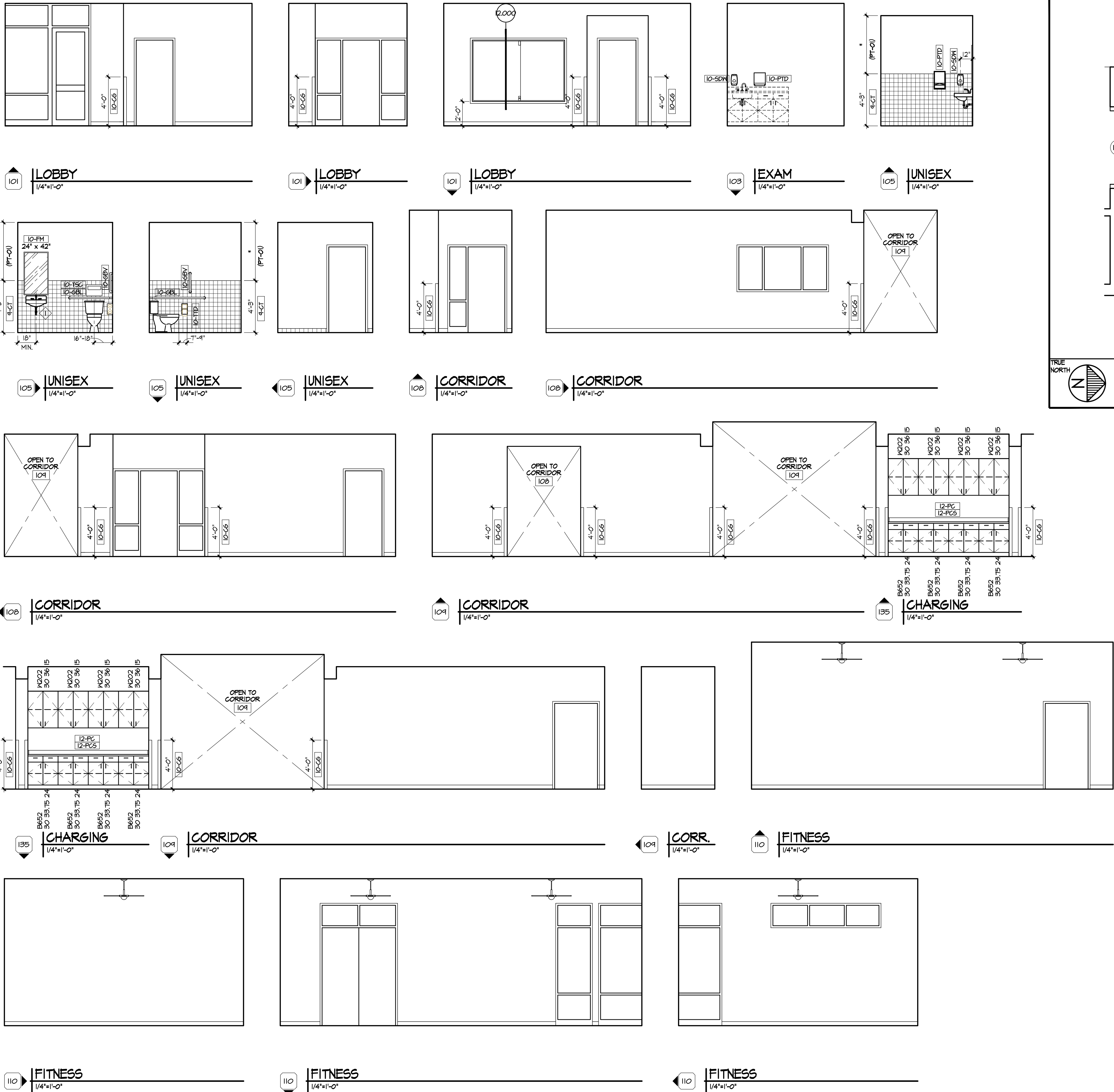


SCALE: 1/8" = 1'-0"

A6.01



A7.01



ENLARGED PLAN - RR

SCALE: 1/2" = 1'-0"

MATERIAL KEYING LEGEND

NOT ALL NOTES ARE USED ON THIS SHEET, SEE OTHER A8 SERIES

DIV 5 METALS

5-S6 055000 - STAINLESS STEEL WALL COVERING
5-SPH 055219 - STEEL PIPE HANDRAIL 1 1/4" DIA.

DIV 6 WOOD AND PLASTICS

6-MD2 061000 - 1/2" MDO PLYWOOD
6-MCR 062023 - WOOD TRIM CHAIR RAIL
6-MRP 066400 - FIBERGLASS REINFORCED PLASTIC PANELS

DIV 8 DOORS/WINDOWS

8-FSP 084523 - FIBERGLASS-SANDWICH PANEL ASSEMBLY

DIV 9 FINISHES

9-CT 093000 - CERAMIC TILE
9-MWP 091200 - MELAMINE WALL PANELING
9-VWC 091200 - VINYL WALLCOVERING
9-FWP 094503 - FABRIC WRAPPED ACOUSTIC WALL PANEL
9-FF 094123 - PAINT FINISH
9-PS 094123 - PAINT STRUCTURE

DIV 10 SPECIALTIES

10-MED 101100 - MARKERBOARD
10-TBD 101100 - TACKBOARD
10-T 02119 - TOILET PARTITION
10-CCT 02123 - CABLE CURTAIN AND TRACK
10-FPP 02230 - FOLDING PANEL PARTITION
10-CG 02600 - CORNER GUARD
10-INC 02600 - IMPACT RESISTANCE WALLCOVERING
10-CH 02800 - COAT HOOK
10-FCT 02800 - FOLDING CHANGING TABLE
10-FM 02800 - FRAMED MIRROR
10-FSS 02800 - FOLDING SHOWER SEAT
10-SBL 02800 - GRAB BAR L-SHAPED
10-SBS 02800 - GRAB BAR STRAIGHT
10-SBV 02800 - GRAB BAR VERTICAL
10-MH 02800 - MOP AND BROOM HOLDER
10-PTD 02800 - PAPER TOWEL DISPENSER (O.F.C.I.)
10-SDV 02800 - WALL MOUNT SOAP DISPENSER (O.F.C.I.)
10-TB 02800 - TOWEL BAR
10-TD 02800 - TOILET TISSUE DISPENSER (O.F.C.I.)
10-US 04413 - SEMI-RECESSED FIRE EXT. CABINET
10-SL 10513 - STUDENT LOCKERS

DIV 11 EQUIPMENT

11-D 113100 - DRYER
11-DW 113100 - DISHWASHER
11-M 113100 - MICROWAVE
11-R 113100 - REFRIGERATOR
11-RH 113100 - RANGE HOOD
11-RO 113100 - RANGE / OVEN
11-SND 113100 - STACKING WASHER/DRYER
11-UCR 113100 - UNDERCOUNTER REFRIGERATOR
11-M 113100 - WASHER
11-EPS 115213 - ELECTRONICALLY OPERATED PROJECTION SCREEN
11-SC 116143 - STAGE CURTAIN
11-BB 116623 - BASKETBALL BACKSTOP
11-SB 116623 - SCOREBOARD (O.F.C.I.)
11-DCC 116623 - DIGITAL SHOT CLOCK (O.F.C.I.)
11-CB 116623 - CHINING BAR
11-CN 116623 - CLIMBING WALL
11-MFM 116623 - WALL PROTECTION MATS
11-DC 116653 - SYM DIVIDER CURTAIN
11-K 117100 - KILN (O.F.C.I.)

DIV 12 FURNISHINGS

12-GH 123216 - GOURMET HOLES
12-PC 123216 - PLAM. CASEWORK
12-PCS 123216 - PLAM. COUNTERTOP AND SPLASH
12-RB 123216 - PLASTIC SHELF BINS
12-SB 123216 - SUPPORT BRACKET

ELECTRICAL

E-01 A/V PROJECTOR PER ELECTRICAL
E-02 PANEL PER ELECTRICAL

MECHANICAL / PLUMBING

M-01 LOUVER PER MECHANICAL
M-02 HVAC DUCT PER MECHANICAL
M-03 WATER HEATER PER PLUMBING

KEYED NOTES

1. PROVIDE ANTI-SCALD INSULATION AT EXPOSED PIPES UNDER SINKS.

GENERAL NOTES

- SEE OTHER A8 SERIES SHEET FOR ADDITIONAL NOTES WHERE APPLICABLE.
- SEE ROOM FINISH SCHEDULE FOR MATERIAL COLORS AND STYLES
 - SEE DETAILS 1006 THRU 1008 FOR CLARIFICATION OF TYPICAL MOUNTING HEIGHTS, LOCATIONS, CLEARANCES, ETC. AT STANDARD AND ACCESSIBLE RESTROOMS AND SHOWERS UNLESS NOTED OTHERWISE.
 - SEE DETAIL 12.001 FOR CABINET MODEL NUMBERS AND ADD-ONS LEGEND.
 - PROVIDE SOLID BACKING AT ALL WALL MOUNT TOILET ACCESSORIES, PARTITIONS, CABINETS, HARDWARE, ETC., SEE DETAIL 9.003
 - CONTRACTOR TO VERIFY INSTALLATION CLEARANCES FOR ALL APPLIANCES, TYPICAL.
 - ALL CASEWORK SHALL BE PLASTIC LAMINATE UNO. AND ALL DIMENSIONS SHALL BE FIELD VERIFIED.
 - ALL COUNTERTOPS SHALL BE PLASTIC LAMINATE UNO.
 - ALL BACKSPLASHES SHALL BE 4" HIGH UNO.
 - ALL PLASTIC LAMINATE COUNTERTOPS AND BACKSPLASHES SHALL BE PROVIDED BY OWNER
 - LOCKING DOORS AND DRAWERS AS NOTED.
 - 2" GROMMETS (12-636) SHALL BE PROVIDED AT 36" O.C. AT ALL KNEE SPACES. PROVIDE MINIMUM OF 1 GROMMET FOR KNEE SPACES 48" WIDE OR LESS. CONTRACTOR SHALL COORDINATE LOCATIONS OF GROMMETS AND POWER/DATA OUTLETS.
 - ALL CORNER GUARDS ARE STAINLESS STEEL UNO.

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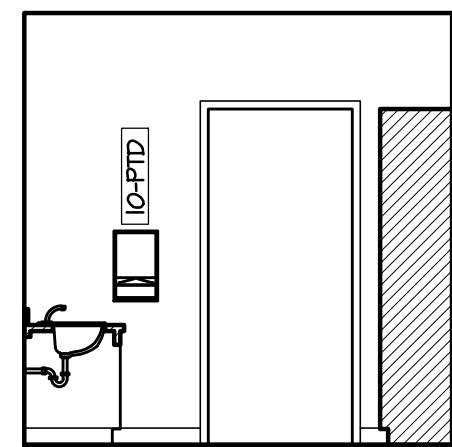
STRUCTURAL LSB ENGINEERS 503 EAST THIRD AVE SPOKANE, WA 99202 509.323.5292	MECHANICAL MSI ENGINEERS 1801 WASHINGTON ST SPokane, WA 99201 509.838.1000	ELECTRICAL CONLEY ENGINEERING PO BOX 100 YAKIMA, WA 98902 509.865.5872
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RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON

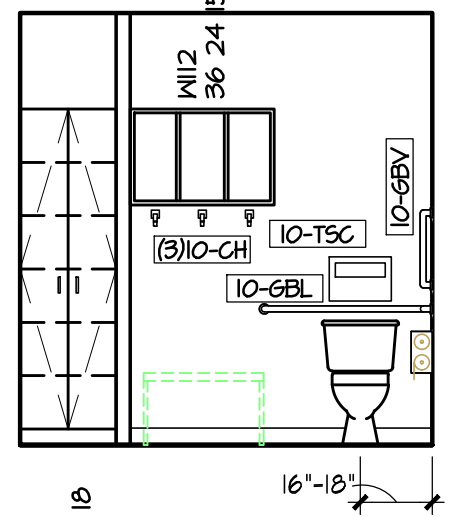
INTERIOR ELEVATIONS

PROJECT NO.	1425
DESIGNED BY	MEV
DRAWN BY	
ISSUE DATE	08/22/2014
CHECKED BY	
PHASE	PERMIT SET
SHEET NO.	

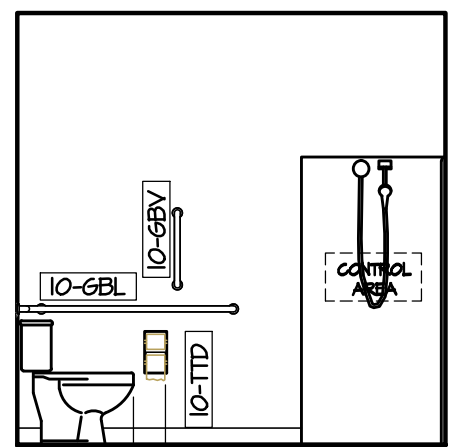
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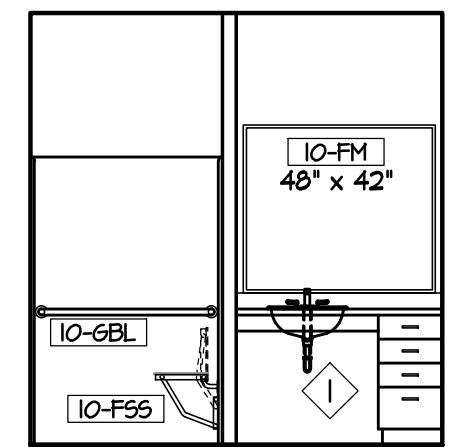
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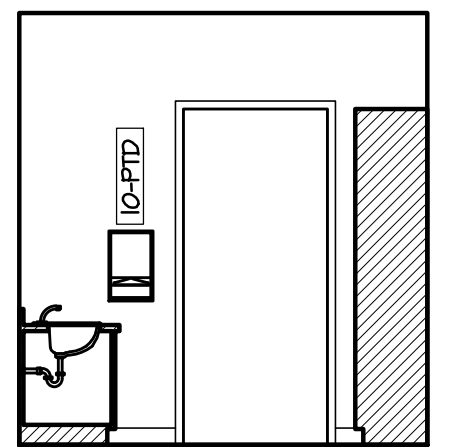
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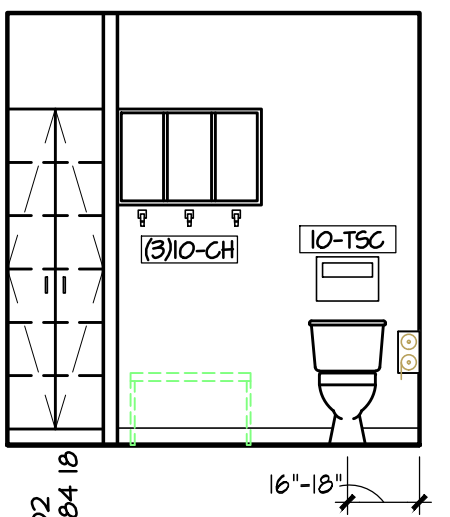
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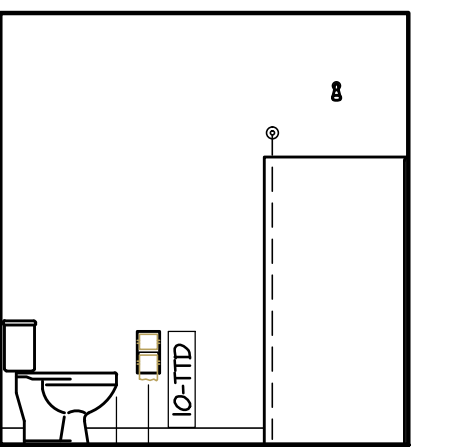
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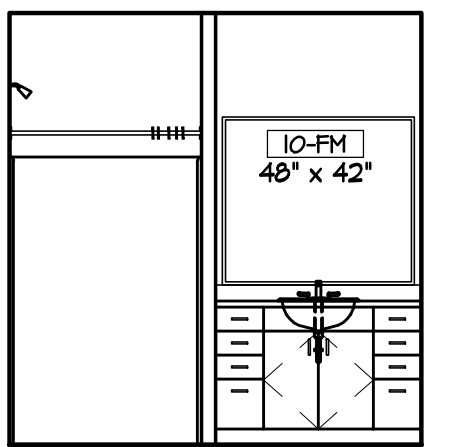
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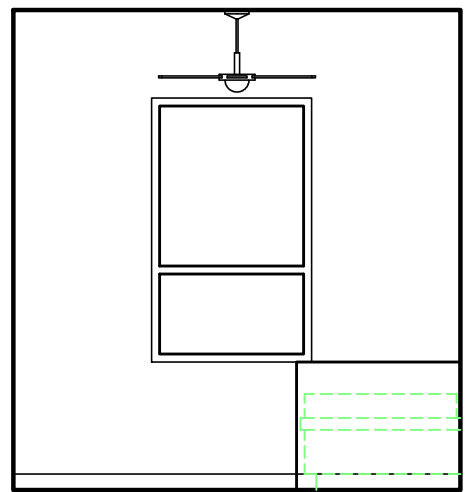
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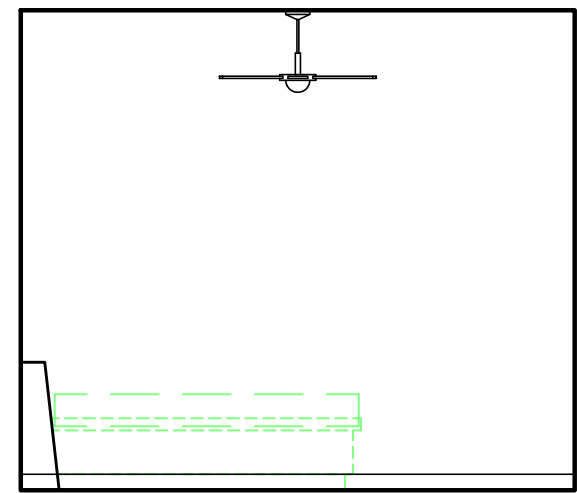
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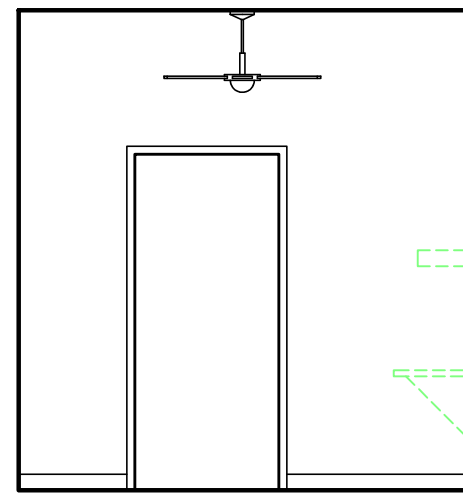
117 BATH
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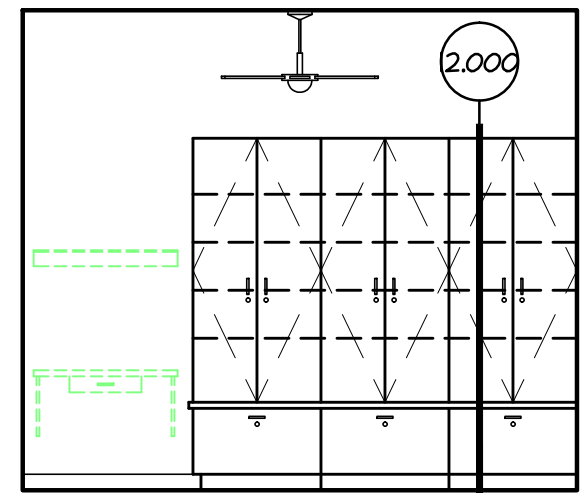
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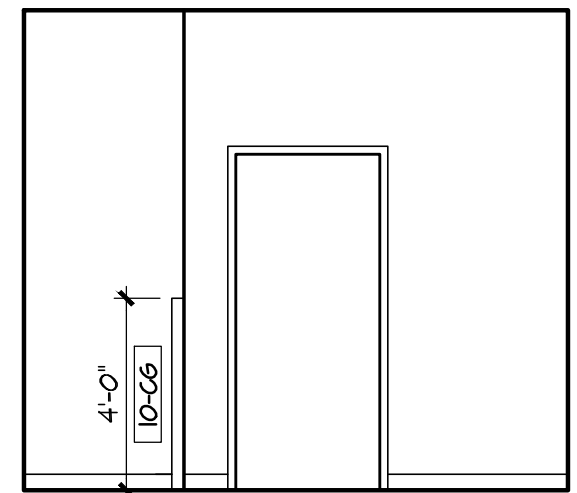
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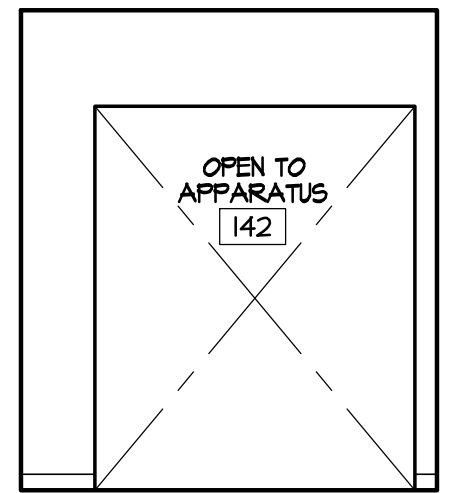
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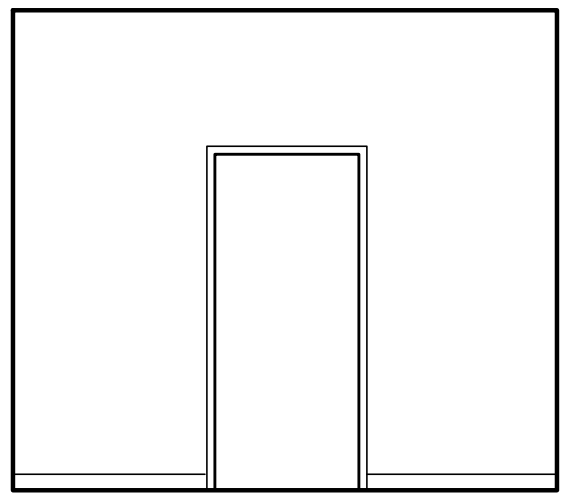
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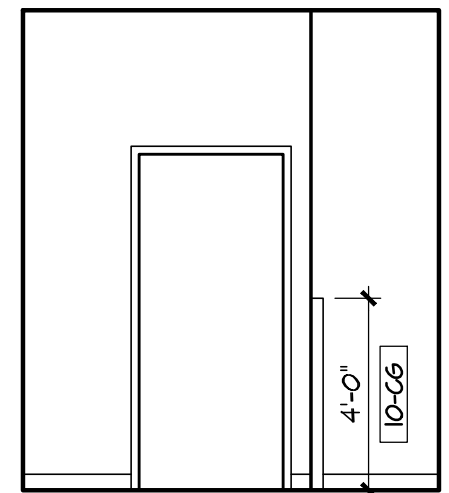
125 STAFF ENTRY
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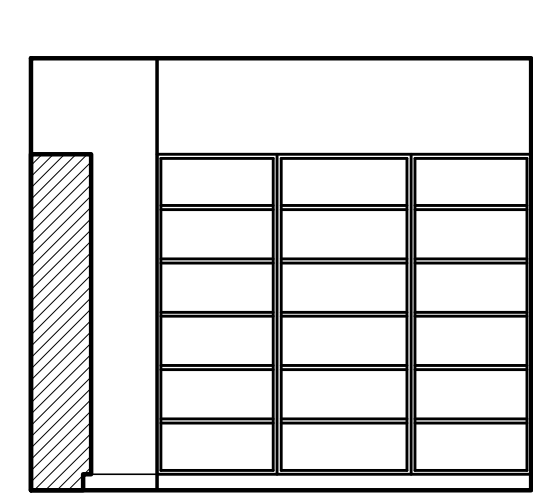
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1/4"=1'-0"



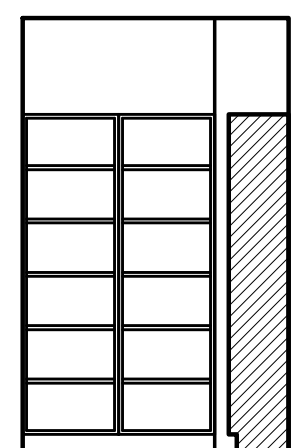
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1/4"=1'-0"



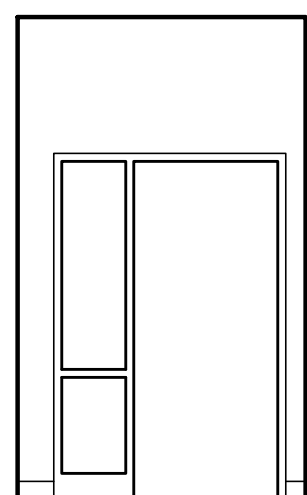
125 STAFF ENTRY
1/4"=1'-0"



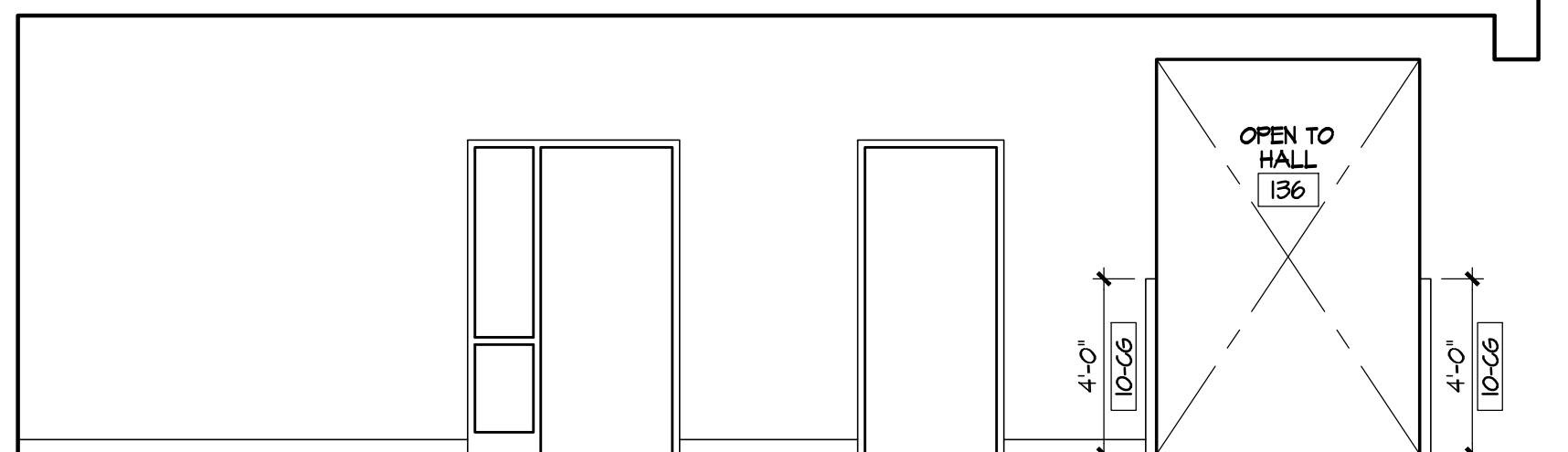
129 STORAGE
1/4"=1'-0"



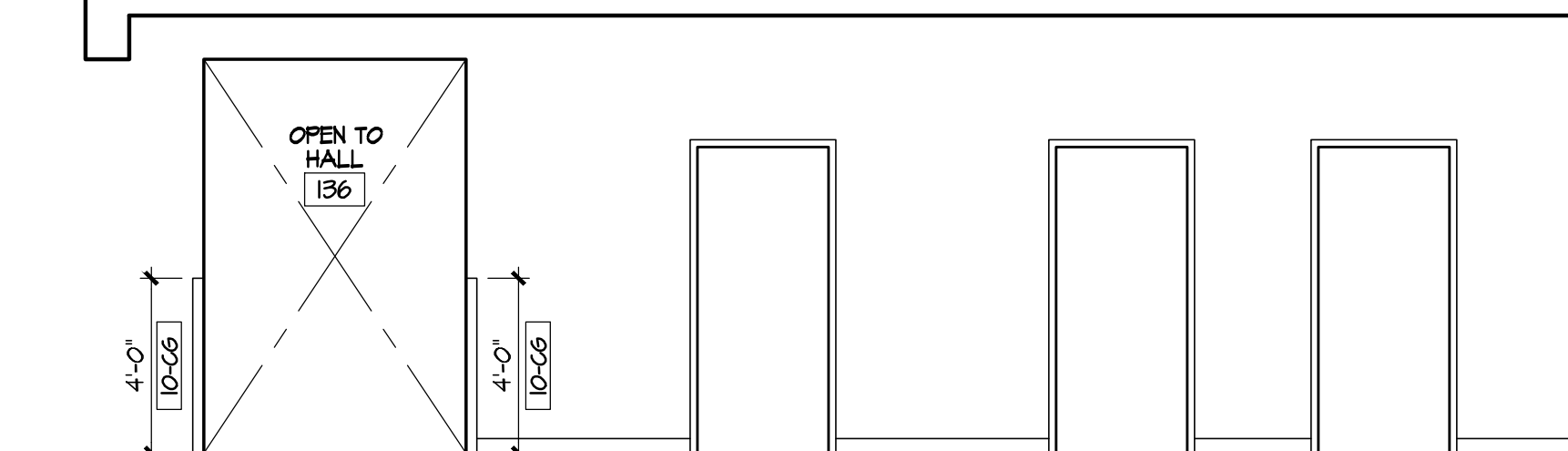
129 STOR.
1/4"=1'-0"



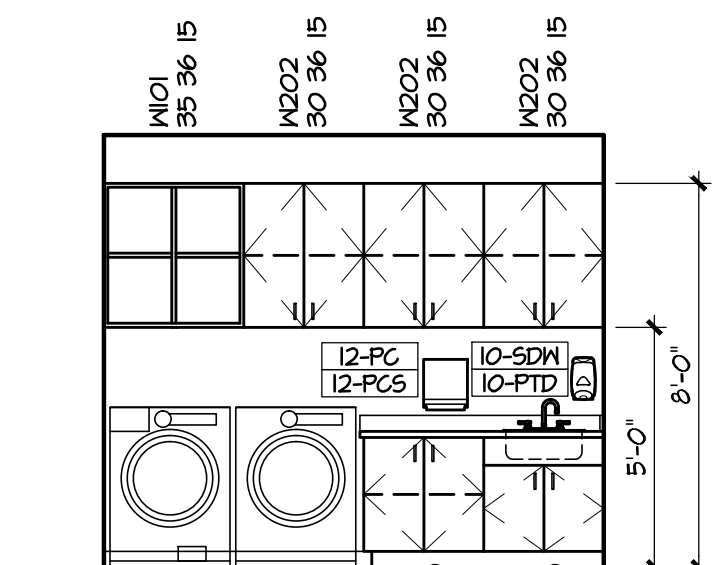
131 CORR.
1/4"=1'-0"



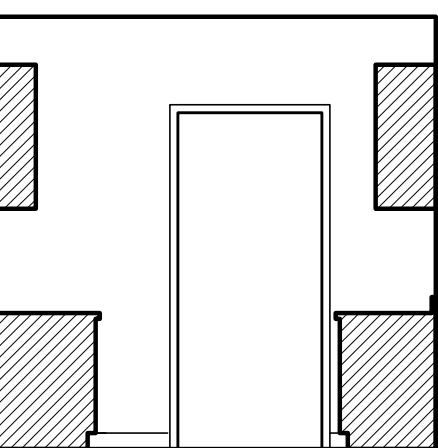
131 CORRIDOR
1/4"=1'-0"



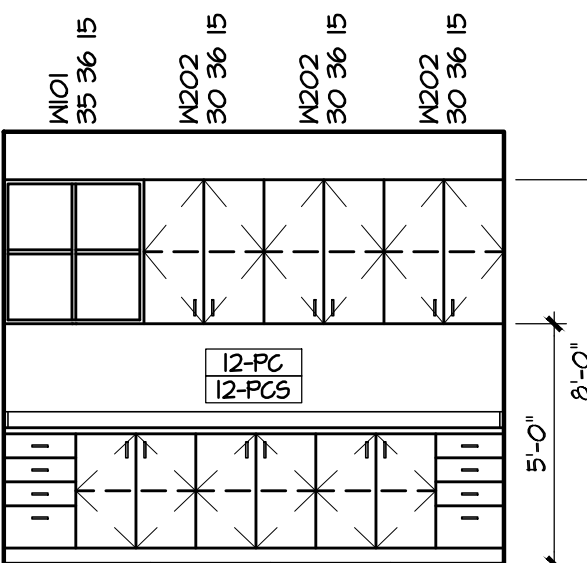
131 CORRIDOR
1/4"=1'-0"



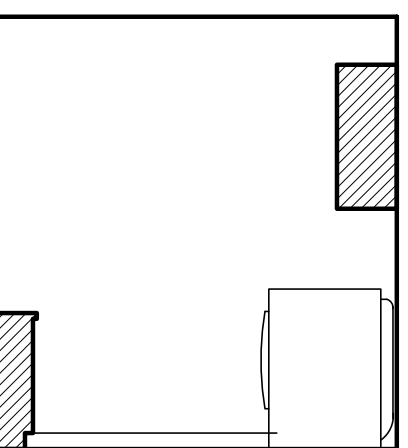
132 LAUNDRY
1/4"=1'-0"



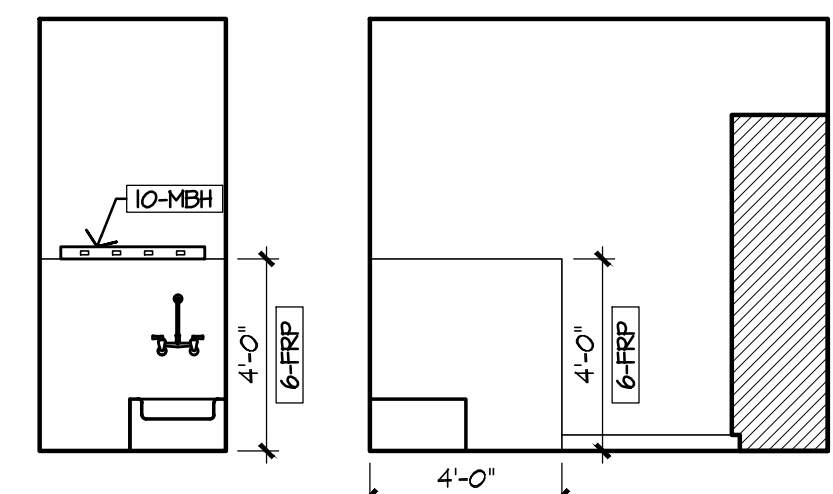
133 JAN.
1/4"=1'-0"



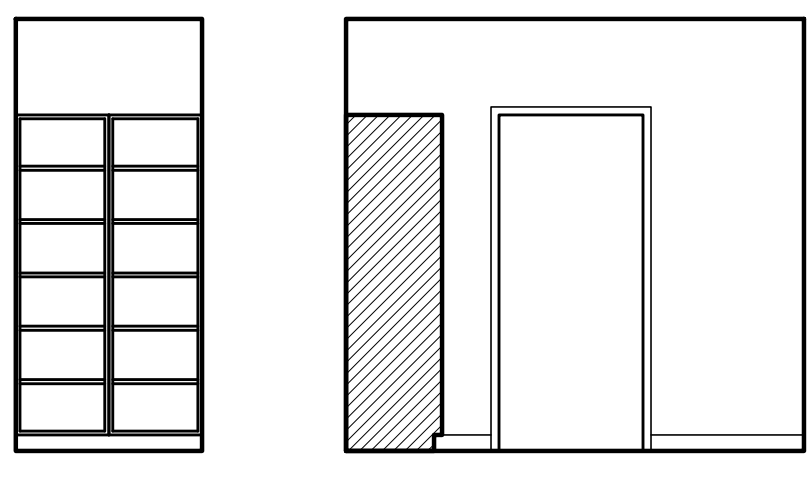
133 JANITOR
1/4"=1'-0"



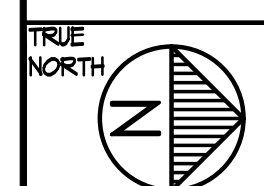
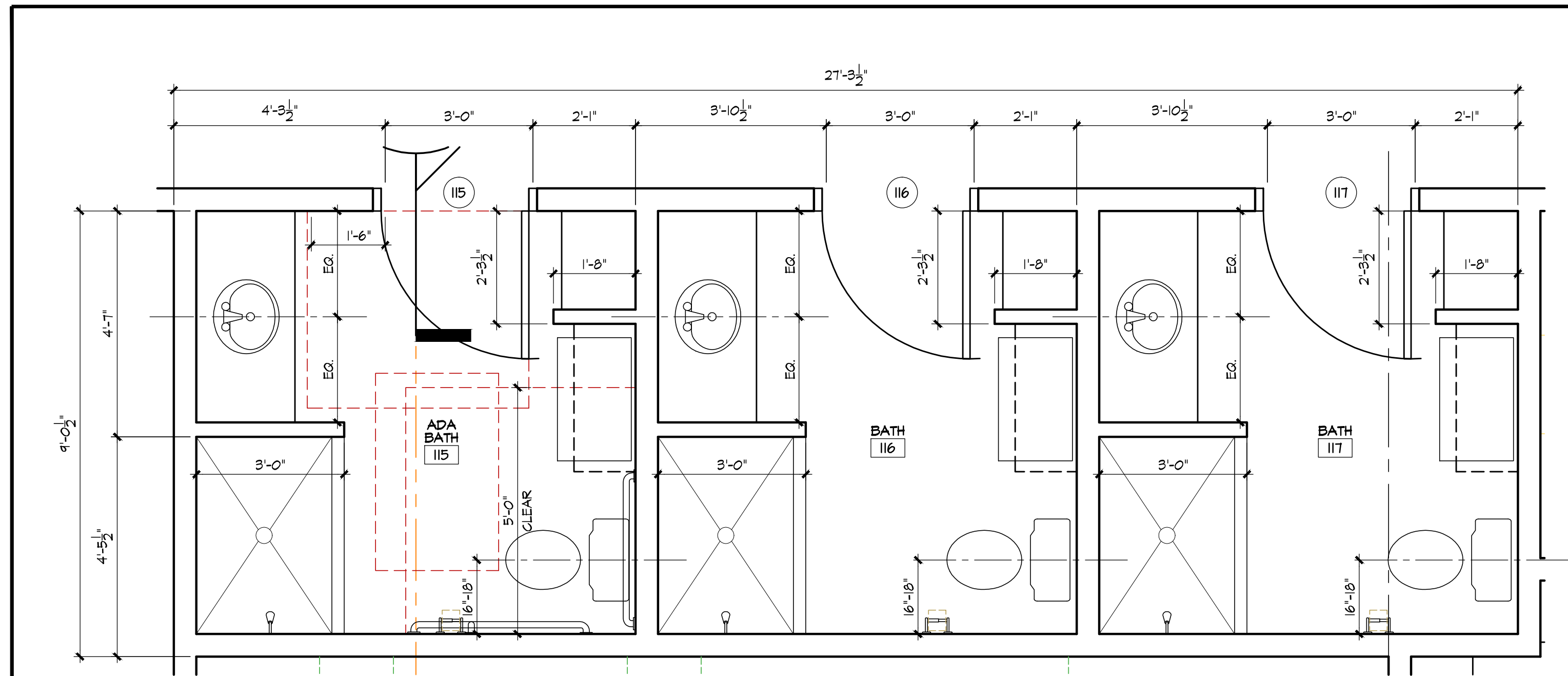
133 JANITOR
1/4"=1'-0"



133 JAN.
1/4"=1'-0"



133 JAN.
1/4"=1'-0"



ENLARGED PLAN - RR

SCALE: 1/2" = 1'-0"

MATERIAL KEYING LEGEND

NOT ALL NOTES ARE USED ON THIS SHEET, SEE OTHER A8 SERIES

DIV 5 METALS

5-SS 055000 - STAINLESS STEEL WALL COVERING
5-SPH 055219 - STEEL PIPE HANDRAIL 1 1/4" DIA.

DIV 6 WOOD AND PLASTICS

6-MD2 061000 - 1/2" MDO PLYWOOD
6-MCR 062023 - WOOD TRIM CHAIR RAIL
6-FRP 066400 - FIBERGLASS REINFORCED PLASTIC PANELS

DIV 8 DOORS/WINDOWS

8-FSP 084523 - FIBERGLASS-SANDWICH PANEL ASSEMBLY

DIV 9 FINISHES

9-CT 093000 - CERAMIC TILE
9-MVP 091200 - MELAMINE WALL PANELING
9-VVC 091200 - VINYL WALLCOVERING
9-FMF 098458 - FABRIC WRAPPED ACOUSTIC WALL PANEL
9-FF 09123 - PAINT FINISH
9-PS 09123 - PAINT STRUCTURE

DIV 10 SPECIALTIES

10-MED 101000 - MARKERBOARD
10-TBD 101000 - TACKBOARD
10-TF 102119 - TOILET PARTITION
10-CCT 102125 - CABLE CURTAIN AND TRACK
10-FPP 102230 - FOLDING PANEL PARTITION
10-CG 102600 - CORNER GUARD
10-INC 102600 - IMPACT RESISTANCE WALLCOVERING
10-CH 102800 - COAT HOOK
10-FCT 102800 - FOLDING CHANGING TABLE
10-FM 102800 - FRAMED MIRROR
10-FSS 102800 - FOLDING SHOWER SEAT
10-GBL 102800 - GRAB BAR L-SHAPED
10-GBS 102800 - GRAB BAR STRAIGHT
10-GBV 102800 - GRAB BAR VERTICAL
10-MH 102800 - MOP AND BROOM HOLDER
10-PTD 102800 - PAPER TOWEL DISPENSER (O.F.C.I.)
10-SDV 102800 - WALL MOUNT SOAP DISPENSER (O.F.C.I.)
10-TB 102800 - TOWEL BAR
10-TD 102800 - TOILET TISSUE DISPENSER (O.F.C.I.)
10-US 102800 - URINAL SCREEN
10-FSR 104418 - SEMI-RECESSED FIRE EXT. CABINET
10-SL 105118 - STUDENT LOCKERS

DIV 11 EQUIPMENT

11-D 113100 - DRYER
11-DW 113100 - DISHWASHER
11-M 113100 - MICROWAVE
11-R 113100 - REFRIGERATOR
11-RH 113100 - RANGE HOOD
11-RO 113100 - RANGE / OVEN
11-SND 113100 - STACKING WASHER/DRYER
11-UCR 113100 - UNDERCOUNTER REFRIGERATOR
11-M 113100 - WASHER
11-EPS 115218 - ELECTRONICALLY OPERATED PROJECTION SCREEN
11-SC 116149 - STAGE CURTAIN
11-BB 116623 - BASKETBALL BACKSTOP
11-SB 116623 - SCOREBOARD (O.F.C.I.)
11-DC 116623 - DIGITAL SHOT CLOCK (O.F.C.I.)
11-CB 116623 - CHINING BAR
11-CV 116623 - CLIMBING WALL
11-MF 116623 - WALL PROTECTION MATS
11-DC 116655 - SYN DIVIDER CURTAIN
11-K 117100 - KILN (O.F.C.I.)

DIV 12 FURNISHINGS

12-GH 123216 - GOURMET HOLES
12-PC 123216 - PLAM. CASEWORK
12-PCS 123216 - PLAM. COUNTERTOP AND SPLASH
12-RB 123216 - PLASTIC SHELF BINS
12-SB 123216 - SUPPORT BRACKET

ELECTRICAL

E-01 ANY PROJECTOR PER ELECTRICAL
E-02 PANEL PER ELECTRICAL

MECHANICAL / PLUMBING

M-01 LOUVER PER MECHANICAL
M-02 HVAC DUCT PER MECHANICAL
M-03 WATER HEATER PER PLUMBING

KEYED NOTES

PROVIDE ANTI-SCALD INSULATION AT EXPOSED PIPES UNDER SINKS.

GENERAL NOTES

- SEE OTHER A8 SERIES SHEET FOR ADDITIONAL NOTES WHERE APPLICABLE.
- SEE ROOM FINISH SCHEDULE FOR MATERIAL COLORS AND STYLES
 - SEE DETAILS 1006 THRU 1008 FOR CLARIFICATION OF TYPICAL MOUNTING HEIGHTS, LOCATIONS, CLEARANCES ETC. AT STANDARD AND ACCESSIBLE RESTROOMS AND SHOWERS UNLESS NOTED OTHERWISE.
 - SEE DETAIL 12.001 FOR CABINET MODEL NUMBERS AND ADD-ONS LEGEND.
 - PROVIDE SOLID BACKING AT ALL WALL MOUNT TOILET ACCESSORIES, PARTITIONS, CABINETS, HARDWARE, ETC., SEE DETAIL 4.003
 - CONTRACTOR TO VERIFY INSTALLATION CLEARANCES FOR ALL APPLIANCES, TYPICAL.
 - ALL CASEWORK SHALL BE PLASTIC LAMINATE UNO. AND ALL DIMENSIONS SHALL BE FIELD VERIFIED.
 - ALL COUNTERTOPS SHALL BE PLASTIC LAMINATE UNO.
 - ALL BACKSPASHES SHALL BE 4" HIGH UNO.
 - ALL PLASTIC LAMINATE COUNTERTOPS AND BACKSPASHES SHALL BE PROVIDED BY OWNER
 - LOCKING DOORS AND DRAWERS AS NOTED.
 - 2" GROMMETS (12-636) SHALL BE PROVIDED AT 36" O.C. AT ALL KNEE SPACES. PROVIDE MINIMUM OF 1 GROMMET FOR KNEE SPACES 48" WIDE OR LESS. CONTRACTOR SHALL COORDINATE LOCATIONS OF GROMMETS AND POWER/DATA OUTLETS.
 - ALL CORNER GUARDS ARE STAINLESS STEEL UNO.

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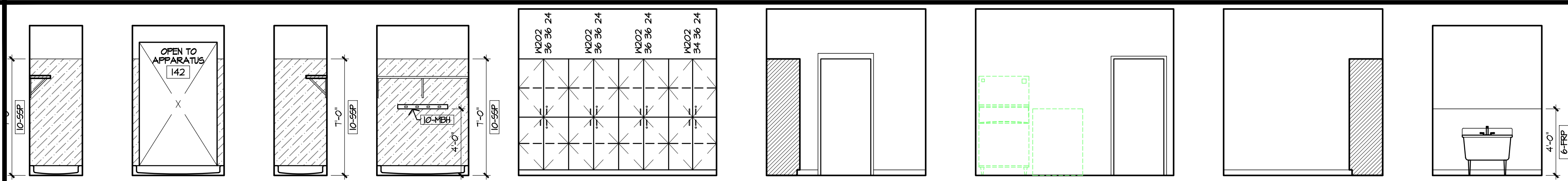
MECHANICAL
MSI ENGINEERS
509.834.1000
1801 WASHINGTON ST
SPOKANE, WA 99201

ELECTRICAL
CONLEY ENGINEERING
509.865.5872
YAKIMA, WA 98902

RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON

PROJECT NO. 1425
DESIGNED BY MEV
DRAWN BY
ISSUE DATE 08/22/2014
CHECKED BY
PHASE PERMIT SET
SHEET NO.

A8.03



128 JAN. 1/4"=1'-0"

128 JAN. 1/4"=1'-0"

128 JAN. 1/4"=1'-0"

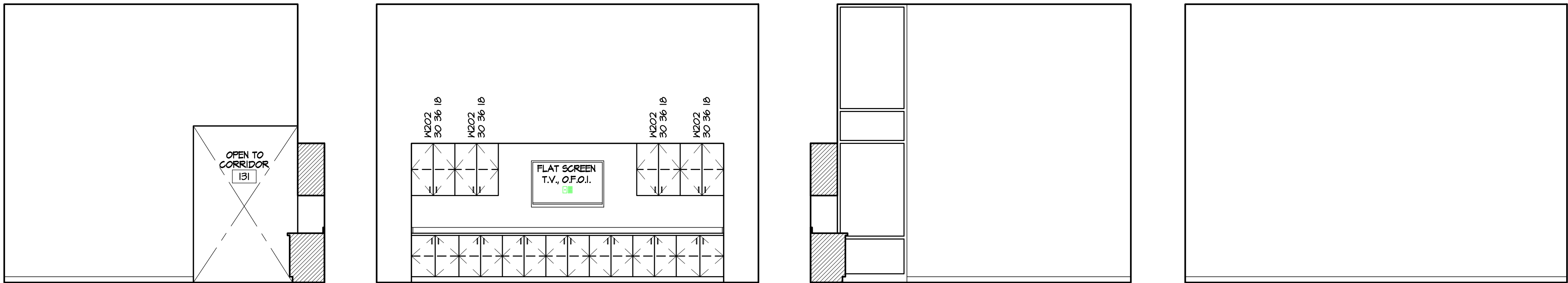
128 JAN. 1/4"=1'-0"

134 EMS SUPPLY 1/4"=1'-0"

134 EMS SUPPLY 1/4"=1'-0"

134 EMS SUPPLY 1/4"=1'-0"

137 HAND WASH 1/4"=1'-0"

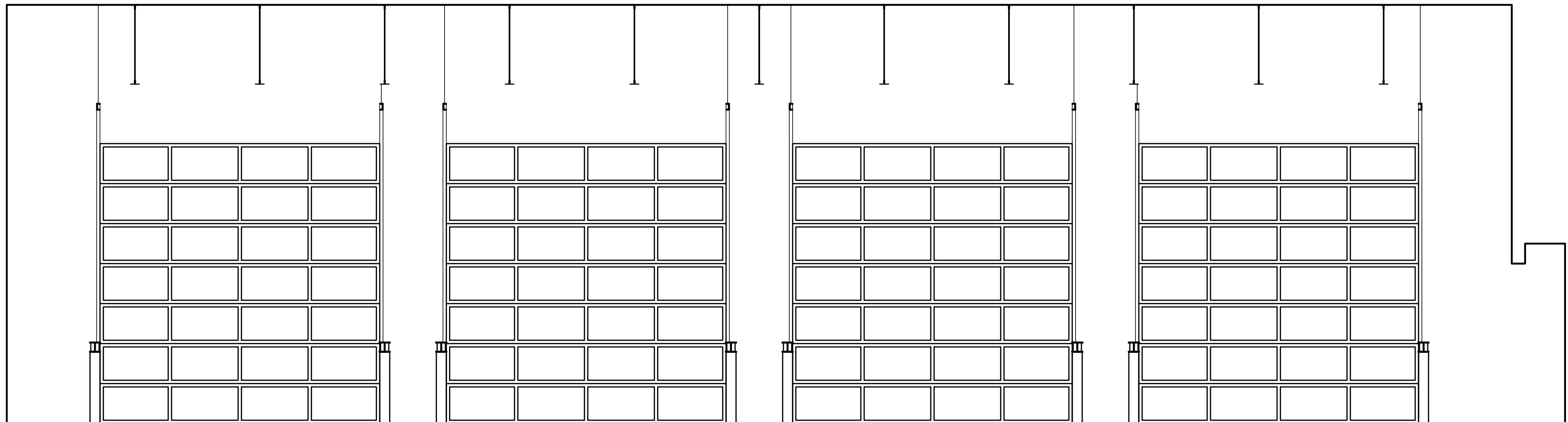


138 DAYROOM 1/4"=1'-0"

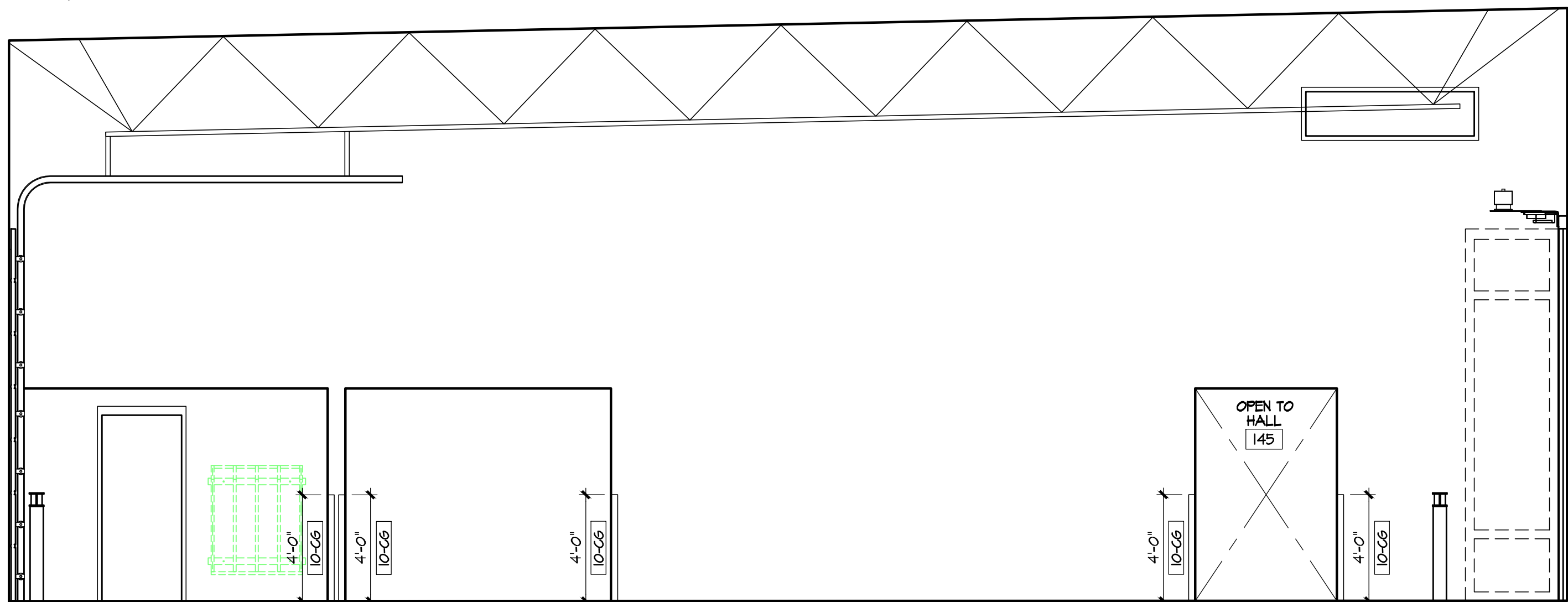
138 DAYROOM 1/4"=1'-0"

138 DAYROOM 1/4"=1'-0"

138 DAYROOM 1/4"=1'-0"



142 APPARATUS 1/4"=1'-0"



142 APPARATUS 1/4"=1'-0"

MATERIAL KEYING LEGEND

NOT ALL NOTES ARE USED ON THIS SHEET,
SEE OTHER A8 SERIES

DIV 5 METALS

5-S5 055000 - STAINLESS STEEL WALL COVERING
5-SPH 055219 - STEEL PIPE HANDRAIL 1 1/4" DIA.

DIV 6 WOOD AND PLASTICS

6-MD2 061000 - 1/2" MDO PLYWOOD
6-MCR 062023 - WOOD TRIM CHAIR RAIL
6-FRP 066400 - FIBERGLASS REINFORCED PLASTIC PANELS

DIV 8 DOORS/WINDOWS

8-FSP 084523 - FIBERGLASS-SANDWICH PANEL ASSEMBLY

DIV 9 FINISHES

9-CT 093000 - CERAMIC TILE
9-MMP 091200 - MELAMINE WALL PANELING
9-VVC 091200 - VINYL WALLCOVERING
9-FMF 098499 - FABRIC WRAPPED ACOUSTIC WALL PANEL
9-FF 091123 - PAINT FINISH
9-PS 091123 - PAINT STRUCTURE

DIV 10 SPECIALTIES

10-MED 101100 - MARKERBOARD
10-TBD 101100 - TACKBOARD
10-TT 102119 - TOILET PARTITION
10-CCT 102123 - CUBICLE CURTAIN AND TRACK
10-FFP 102230 - FOLDING PANEL PARTITION
10-CG 102600 - CORNER GUARD
10-INC 102600 - IMPACT RESISTANCE WALLCOVERING
10-CH 102800 - CHAIR HOOK
10-FCT 102800 - FOLDING CHANGING TABLE
10-FM 102800 - FRAMED MIRROR
10-FSS 102800 - FOLDING SHOWER SEAT
10-SBL 102800 - GRAB BAR L-SHAPED
10-GSS 102800 - GRAB BAR STRAIGHT
10-SBV 102800 - GRAB BAR VERTICAL
10-MEH 102800 - MOP AND BROOM HOLDER
10-FTD 102800 - PAPER TOWEL DISPENSER (O.F.C.I.)
10-SDW 102800 - WALL MOUNT SOAP DISPENSER (O.F.C.I.)
10-TB 102800 - TOWEL BAR
10-TTD 102800 - TOILET TISSUE DISPENSER (O.F.C.I.)
10-US 102800 - URINAL SCREEN
10-FSR 104419 - SEMI-RECESSED FIRE EXT. CABINET
10-SL 105119 - STUDENT LOCKERS

DIV 11 EQUIPMENT

11-D 113100 - DRYER
11-DW 113100 - DISHWASHER
11-M 113100 - MICROWAVE
11-R 113100 - REFRIGERATOR
11-RH 113100 - RANGE HOOD
11-RO 113100 - RANGE / OVEN
11-SND 113100 - STACKING WASHER/DRYER
11-UCR 113100 - UNDERCOUNTER REFRIGERATOR
11-M 113100 - WASHER
11-EPS 115219 - ELECTRONICALLY OPERATED PROJECTION SCREEN
11-SC 116149 - STAGE CURTAIN
11-BB 116623 - BASKETBALL BACKSTOP
11-SB 116623 - SCOREBOARD (O.F.C.I.)
11-DSC 116623 - DIGITAL SHOT CLOCK (O.F.C.I.)
11-CB 116623 - CHINING BAR
11-CM 116623 - CLIMBING WALL
11-MFM 116623 - WALL PROTECTION MATS
11-DC 116655 - SYN DIVIDER CURTAIN
11-K 117100 - KILN (O.F.C.I.)

DIV 12 FURNISHINGS

12-GH 123216 - GOURMET HOLES
12-PC 123216 - PLAM. CASEWORK
12-PCS 123216 - PLAM. COUNTERTOP AND SPLASH
12-RSB 123216 - PLASTIC SHELF BUNG
12-SB 123216 - SUPPORT BRACKET

ELECTRICAL

E-01 A/V PROJECTOR PER ELECTRICAL
E-02 PANEL PER ELECTRICAL

MECHANICAL / PLUMBING

M-01 LOUVER PER MECHANICAL
M-02 HVAC DUCT PER MECHANICAL
M-03 WATER HEATER PER PLUMBING

KEYED NOTES

PROVIDE ANTI-SCALD INSULATION AT EXPOSED
PIPES UNDER SINKS.

GENERAL NOTES

- SEE OTHER A8 SERIES SHEET FOR ADDITIONAL
NOTES WHERE APPLICABLE.
- SEE ROOM FINISH SCHEDULE FOR MATERIAL COLORS
AND STYLES
 - SEE DETAILS 1006 THRU 1008 FOR CLARIFICATION
OF TYPICAL MOUNTING HEIGHTS, LOCATIONS,
CLEARANCES, ETC. AT STANDARD AND ACCESSIBLE
RESTROOMS AND SHOWERS UNLESS NOTED OTHERWISE.
 - SEE DETAIL 12.001 FOR CABINET MODEL NUMBERS
AND ADD-ONS LEGEND.
 - PROVIDE SOLID BACKING AT ALL WALL MOUNT TOILET
ACCESSORIES, PARTITIONS, CABINETS, HARDWARE,
ETC., SEE DETAIL 9.003
 - CONTRACTOR TO VERIFY INSTALLATION CLEARANCES
FOR ALL APPLIANCES, TYPICAL.
 - ALL CASEWORK SHALL BE PLASTIC LAMINATE UNO.
AND ALL DIMENSIONS SHALL BE FIELD VERIFIED.
 - ALL COUNTERTOPS SHALL BE PLASTIC LAMINATE UNO.
 - ALL BACKSPASHES SHALL BE 4" HIGH UNO.
 - ALL PLASTIC LAMINATE COUNTERTOPS AND
BACKSPASHES SHALL BE PROVIDED BY OWNER
 - LOCKING DOORS AND DRAWERS AS NOTED.
 - 2" GROMMETS (12-636) SHALL BE PROVIDED AT 36"
O.C. AT ALL KNEE SPACES. PROVIDE MINIMUM OF 1
GROMMET FOR KNEE SPACES 48" WIDE OR LESS.
CONTRACTOR SHALL COORDINATE LOCATIONS OF
GROMMETS AND POWER/DATA OUTLETS.
 - ALL CORNER GUARDS ARE STAINLESS STEEL UNO.

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180 N. WASHINGTON ST
PO BOX 1000
YAKIMA, WA 98902
509.826.1000

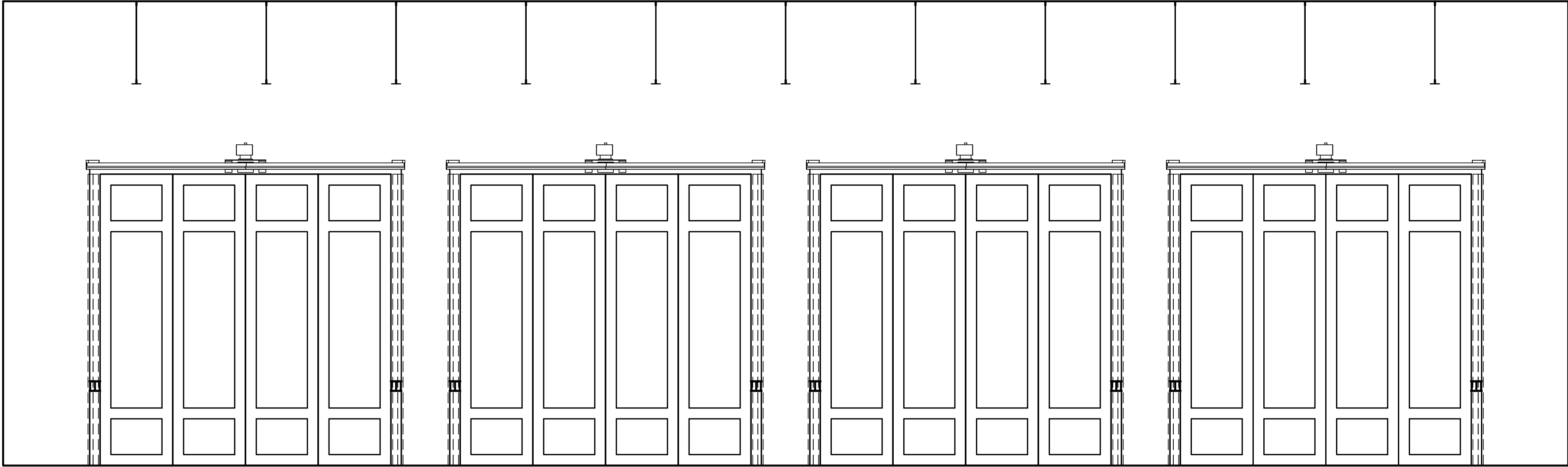
ELECTRICAL
CONLEY ENGINEERING
503.865.5872

RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON

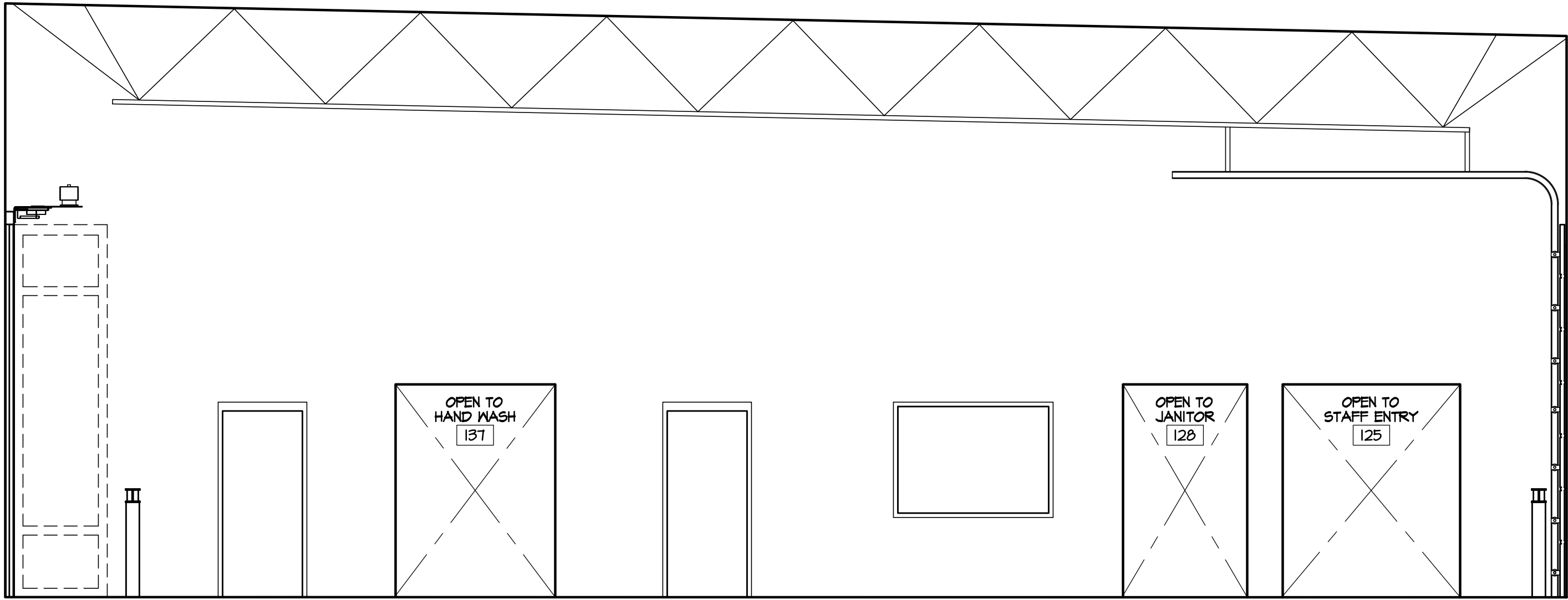
INTERIOR ELEVATIONS

PROJECT NO. 1425
DESIGNED BY MEV
DRAWN BY
ISSUE DATE 08/22/2014
CHECKED BY
PHASE PERMIT SET
SHEET NO.

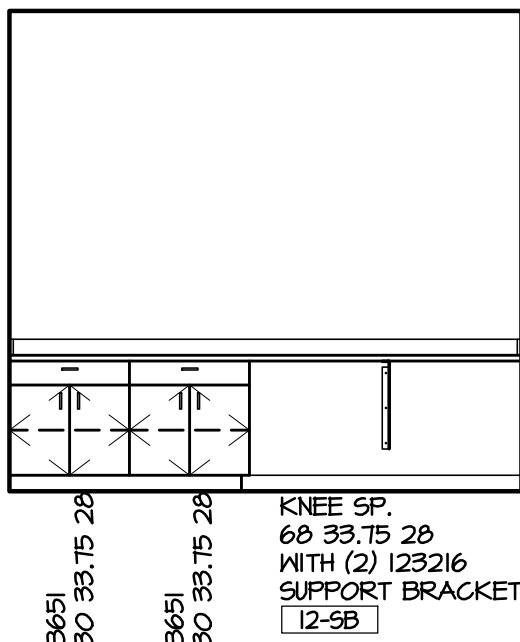
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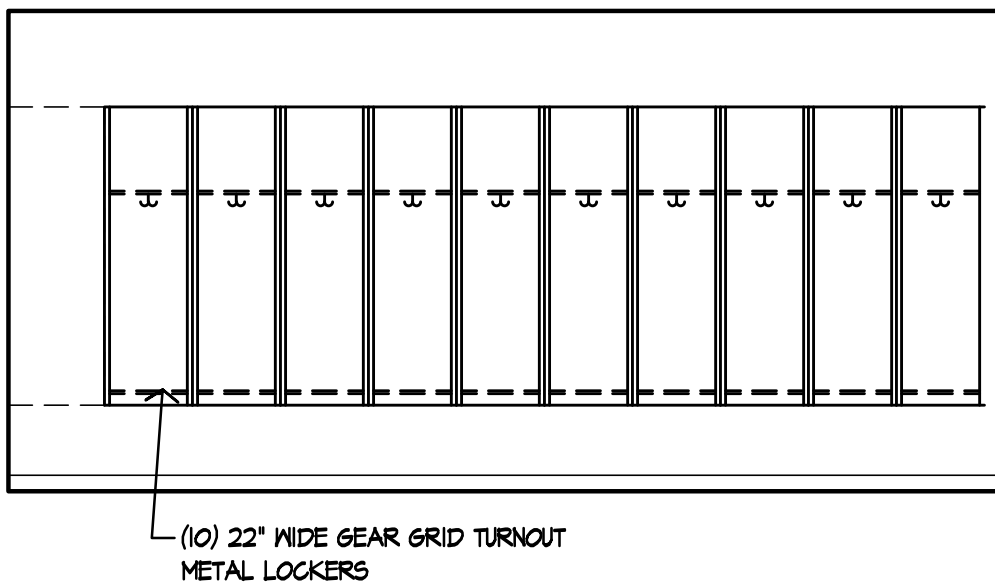
142 APPARATUS
1/4"=1'-0"



142 APPARATUS
1/4"=1'-0"



143 SHOP
1/4"=1'-0"



147 TURNOUT
1/4"=1'-0"

MATERIAL KEYING LEGEND

NOT ALL NOTES ARE USED ON THIS SHEET,
SEE OTHER A8 SERIES

DIV 5 METALS

5-S6 055000 - STAINLESS STEEL WALL COVERING
5-SFH 055219 - STEEL PIPE HANDRAIL 1 1/4" DIA.

DIV 6 WOOD AND PLASTICS

6-MD2 061000 - 1/2" MDO PLYWOOD
6-MCR 062023 - WOOD TRIM CHAIR RAIL
6-FRP 066400 - FIBERGLASS REINFORCED PLASTIC PANELS

DIV 8 DOORS/WINDOWS

8-FSP 084523 - FIBERGLASS-SANDWICH PANEL ASSEMBLY

DIV 9 FINISHES

9-CT 093000 - CERAMIC TILE
9-MWP 09T200 - MELAMINE WALL PANELING
9-VWC 09T200 - VINYL WALLCOVERING
9-FWP 09B459 - FABRIC WRAPPED ACOUSTIC WALL PANEL
9-FF 09H123 - FAINT FINISH
9-PS 09H123 - PAINT STRUCTURE

DIV 10 SPECIALTIES

10-MBD 101100 - MARKERBOARD
10-TBD 101100 - TACKBOARD
10-TP 102119 - TOILET PARTITION
10-CCT 102123 - CUBICLE CURTAIN AND TRACK
10-FFP 102239 - FOLDING PANEL PARTITION
10-CG 102600 - CORNER GUARD
10-INC 102600 - IMPACT RESISTANCE WALLCOVERING
10-CH 102800 - CHAIR HOOK
10-FCT 102800 - FOLDING CHANGING TABLE
10-FM 102800 - FRAMED MIRROR
10-FSS 102800 - FOLDING SHOWER SEAT
10-SBL 102800 - GRAB BAR L-SHAPED
10-SBS 102800 - GRAB BAR STRAIGHT
10-SBV 102800 - GRAB BAR VERTICAL
10-MH 102800 - MOP AND BROOM HOLDER
10-TD 102800 - PAPER TOWEL DISPENSER (O.F.C.I.)
10-SDV 102800 - WALL MOUNT SOAP DISPENSER (O.F.C.I.)
10-TB 102800 - TOWEL BAR
10-TD 102800 - TOILET TISSUE DISPENSER (O.F.C.I.)
10-US 102800 - URINAL SCREEN
10-FBR 104419 - SEMI-RECESSED FIRE EXT. CABINET
10-SL 105119 - STUDENT LOCKERS

DIV 11 EQUIPMENT

11-D 113100 - DRYER
11-DW 113100 - DISHWASHER
11-M 113100 - MICROWAVE
11-R 113100 - REFRIGERATOR
11-RH 113100 - RANGE HOOD
11-RO 113100 - RANGE / OVEN
11-SND 113100 - STACKING WASHER/DRYER
11-UCR 113100 - UNDERCOUNTER REFRIGERATOR
11-M 113100 - WASHER
11-EPS 115219 - ELECTRONICALLY OPERATED PROJECTION SCREEN
11-SC 116149 - STAGE CURTAIN
11-BB 116623 - BASKETBALL BACKSTOP
11-SB 116623 - SCOREBOARD (O.F.C.I.)
11-DSC 116623 - DIGITAL SHOT CLOCK (O.F.C.I.)
11-CB 116623 - CHINING BAR
11-CM 116623 - CLIMBING WALL
11-MPM 116623 - WALL PROTECTION MATS
11-DC 116653 - GYM DIVIDER CURTAIN
11-K 117100 - KILN (O.F.C.I.)

DIV 12 FURNISHINGS

12-GH 123216 - GOURMET HOLES
12-PC 123216 - PLAM. CASEWORK
12-PCS 123216 - PLAM. COUNTERTOP AND SPLASH
12-SB 123216 - PLASTIC SHELF BINS
12-SB 123216 - SUPPORT BRACKET

ELECTRICAL

E-01 A/V PROJECTOR PER ELECTRICAL
E-02 PANEL PER ELECTRICAL

MECHANICAL / PLUMBING

M-01 LOUVER PER MECHANICAL
M-02 HVAC DUCT PER MECHANICAL
M-03 WATER HEATER PER PLUMBING

KEYED NOTES

PROVIDE ANTI-SCALD INSULATION AT EXPOSED
PIPES UNDER SINKS.

GENERAL NOTES

- SEE OTHER A8 SERIES SHEET FOR ADDITIONAL
NOTES WHERE APPLICABLE.
- SEE ROOM FINISH SCHEDULE FOR MATERIAL COLORS
AND STYLES
 - SEE DETAILS 1.006 THRU 1.008 FOR CLARIFICATION
OF TYPICAL MOUNTING HEIGHTS, LOCATIONS,
CLEARANCES, ETC. AT STANDARD AND ACCESSIBLE
RESTROOMS AND SHOWERS UNLESS NOTED OTHERWISE.
 - SEE DETAIL 12.001 FOR CABINET MODEL NUMBERS
AND ADD-ONS LEGEND.
 - PROVIDE SOLID BACKING AT ALL WALL MOUNT TOILET
ACCESSORIES, PARTITIONS, CABINETS, HARDWARE,
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 - CONTRACTOR TO VERIFY INSTALLATION CLEARANCES
FOR ALL APPLIANCES, TYPICAL.
 - ALL CASEWORK SHALL BE PLASTIC LAMINATE UNO.
AND ALL DIMENSIONS SHALL BE FIELD VERIFIED.
 - ALL COUNTERTOPS SHALL BE PLASTIC LAMINATE UNO.
 - ALL BACKSPLASHES SHALL BE 4" HIGH UNO.
 - ALL PLASTIC LAMINATE COUNTERTOPS AND
BACKSPLASHES SHALL BE PROVIDED BY OWNER
 - LOCKING DOORS AND DRAWERS AS NOTED.
 - 2" GROMMETS (12-636) SHALL BE PROVIDED AT 36"
O.C. AT ALL KNEE SPACES. PROVIDE MINIMUM OF 1
GROMMET FOR KNEE SPACES 48" WIDE OR LESS.
CONTRACTOR SHALL COORDINATE LOCATIONS OF
GROMMETS AND POWER/DATA OUTLETS.
 - ALL CORNER GUARDS ARE STAINLESS STEEL UNO.

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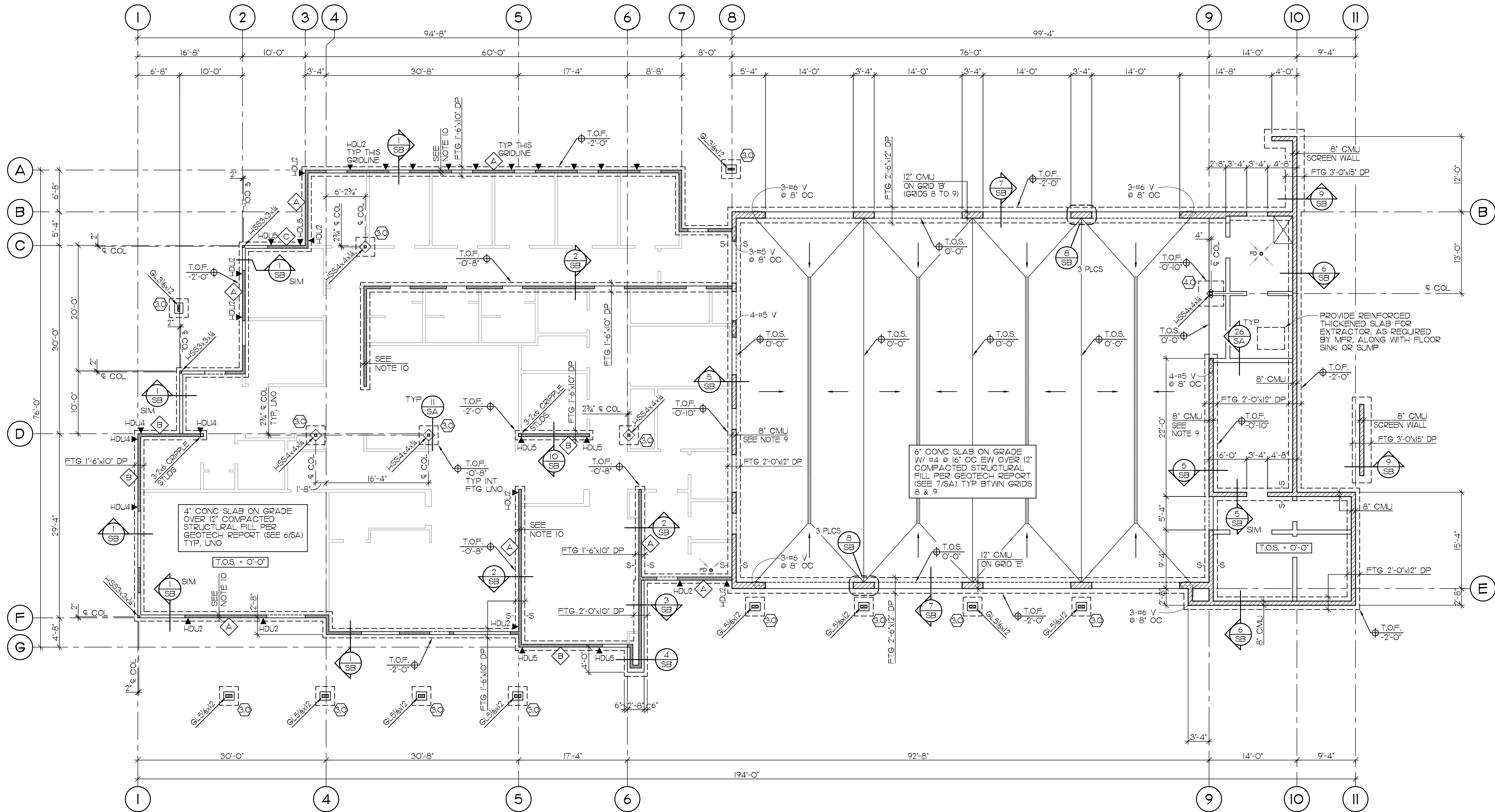
ELECTRICAL
CONLEY ENGINEERING
503.865.5872

RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON

INTERIOR ELEVATIONS

PROJECT NO.	1425
DESIGNED BY	MEV
DRAWN BY	
ISSUE DATE	08/22/2014
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PHASE	PERMIT SET
SHEET NO.	

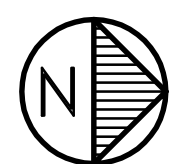
A8.05



FLOOR / FOUNDATION PLAN NOTES

- VERIFY AND COORDINATE ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS.
- SEE DETAIL MANUAL FOR GENERAL STRUCTURAL NOTES, ABBREVIATIONS AND LEGEND. SEE SA-SERIES SHEETS FOR TYPICAL DETAILS.
- SEE GEOTECHNICAL REPORT & GENERAL STRUCTURAL NOTES FOR FOOTING BEARING REQMENTS.
- PIPES MAY PASS THROUGH STRUCTURAL CONCRETE IN SLEEVES BUT SHALL NOT BE EMBEDDED THEREIN. SEE TYPICAL DETAIL.
- LOCATE FOOTINGS ON & WALLS, COLUMNS, ETC. UNLESS NOTED OTHERWISE.
- SEE ARCH. DRAWINGS FOR EXTERIOR WALKS, CURBS, STAIRS, RAMPS, ETC.
- ALL GRID LINES ARE F.O. CONCRETE OR & COLUMN UNO.
- VERIFY AND COORDINATE ALL DEPRESSED SLAB LOCATIONS AND PARAMETERS WITH ARCH.
- CMU WALLS SHALL BE PROVIDED WITH MINIMUM REINFORCEMENT INDICATED IN SCHEDULE 25/SA, UNO ON PLANS AND DETAILS.
- STRUCTURAL WOOD WALLS SHALL BE FRAMED WITH 2x6 STUDS @ 16\"/>

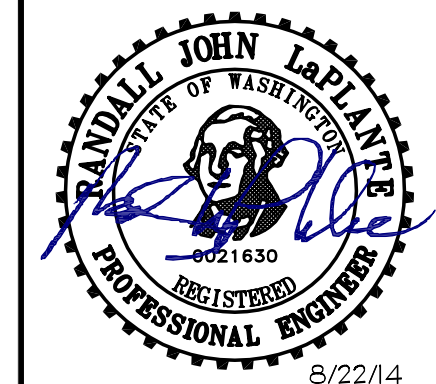
FOOTING SCHEDULE		
MK	FTG SIZE	REINFORCEMENT
30	3'-0\"/>	4-#4 EW BOT
40	4'-0\"/>	5-#4 EW BOT



FLOOR / FOUNDATION PLAN

SCALE: 1/8\"/>

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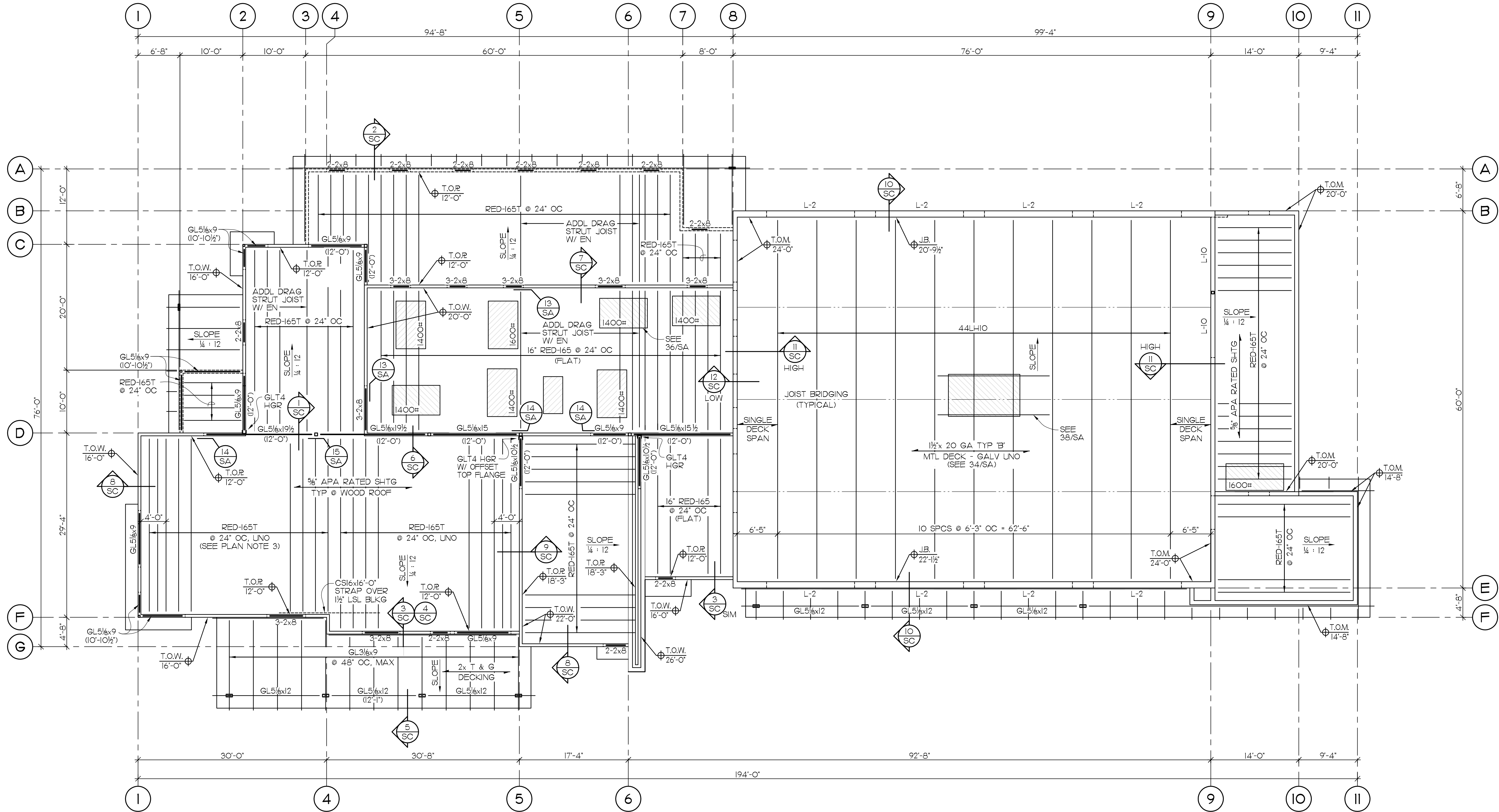
RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON

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PROJECT NO.	1425
DESIGNED BY	LAH
DRAWN BY	JAQ
ISSUE DATE	08/22/2014
CHECKED BY	
PHASE	PERMIT SET
SHEET NO.	S2.01

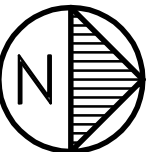


ROOF FRAMING PLAN NOTES

1. VERIFY AND COORDINATE ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS.
2. SEE DETAIL MANUAL FOR GENERAL STRUCTURAL NOTES, ABBREVIATIONS AND LEGEND. SEE SA-SERIES SHEETS FOR TYPICAL DETAILS.
3. RED-165T TAPERED JOISTS ARE MANUFACTURED BY REDBUILT WITH A SLOPED TOP CHORD AND FLAT BOTTOM CHORD. SEE FRAMING DETAILS FOR END DEPTH REQUIREMENTS.
4. HIGH LINTEL OPENINGS @ GRIDS 8 & 9 NOT SHOWN FOR CLARITY, SEE TYPICAL DETAIL 23/SA.

STEEL JOIST NOTES

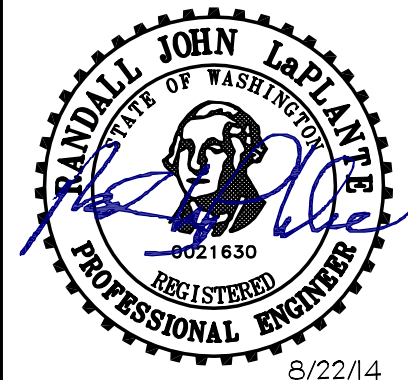
1. CAMBER JOISTS FOR DEAD LOAD DEFLECTION OR PROVIDE STANDARD SJ CAMBER. MAXIMUM ROOF LIVE LOAD DEFLECTION SHALL NOT EXCEED L/240.
2. JOIST BEARING ENDS SHALL BE SLOPED AS REQUIRED TO MATCH ROOF SLOPE. SEE DETAILS FOR SEAT DEPTHS.
3. SEE ROOF PLANS FOR APPROXIMATE WEIGHTS AND LOCATIONS OF MECHANICAL UNITS. ALL MECHANICAL UNITS SHALL BE SHOWN ON SHOP DRAWINGS. FINAL LOCATIONS TO BE SUPPLIED TO JOIST MANUFACTURER PRIOR TO COMPLETION OF SHOP DRAWINGS.
4. ALL BRIDGING AND BRIDGING ANCHORAGE SHALL BE INSTALLED PRIOR TO THE APPLICATION OF ANY CONSTRUCTION LOADS. PROVIDE BRIDGING ANCHORAGE AS REQUIRED PER TYPICAL DETAILS. BRIDGING REQUIREMENTS SHALL BE DETERMINED BY JOIST MFR IN ACCORDANCE WITH SJI STANDARD SPECIFICATIONS.
5. JOIST CHORDS SHALL BE REINFORCED PER TYPICAL DETAILS AT LOCATIONS OF CONCENTRATED LOADS.
6. JOISTS HAVE BEEN DESIGNED FOR A 15 PSF UNIFORM LOAD FOR SUPPORT OF MISC. PIPING. PROVIDE A LAYOUT OF LARGER PIPING (3" DIA. & LARGER), TO THE STRUCTURAL ENGINEER FOR REVIEW PRIOR TO THE COMPLETION OF STEEL JOIST SHOP DRAWINGS. ADDITIONAL JOISTS OR ADJUSTMENTS TO THE JOIST LOADING MAY BE REQUIRED.
7. PROVIDE EXTENDED ENDS, TOP CHORD EXTENSIONS, AND CEILING EXTENSIONS AS REQUIRED, SEE DETAILS AND ARCH. DRAWINGS.
8. JOISTS AT OR NEAREST COLUMNS, AS WELL AS JOISTS WITH SPAN LENGTHS OF 40 FT OR MORE CONNECTING TO STEEL STRUCTURES, SHALL HAVE A FIELD BOLTED CONNECTION AS REQUIRED BY STATE AND/OR FEDERAL SAFETY REGULATIONS.
9. MFR TO SPECIFY AND PROVIDE ADDITIONAL BOTTOM CHORD BRIDGING AS REQUIRED FOR NET WIND UPLIFT OF 10PSF (ASD) UNO.
10. JOIST POCKETS IN CMU WALLS SHALL BE GROUTED SOLID AFTER JOIST INSTALLATION IS COMPLETE IF LOCATED IN AN EXPOSED AREA.



ROOF FRAMING PLAN

SCALE: 1/8" = 1'-0"

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PARCEL: APN 11698402000202
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ROOF FRAMING PLAN

PROJECT NO.	1425
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ISSUE DATE	08/22/2014
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PHASE	PERMIT SET
SHEET NO.	

S2.02

GENERAL NOTES

- THE MECHANICAL SYSTEM SHALL CONSIST OF ALL WORK SHOWN ON DRAWINGS, DIAGRAMS AND AS DESCRIBED IN SPECIFICATIONS.
- INSTALL ALL MECHANICAL WORK AS HIGH AS POSSIBLE, TIGHT TO STRUCTURE ABOVE.
- THE MECHANICAL PLANS ARE DIAGRAMMATIC IN NATURE AND DO NOT ATTEMPT TO SHOW ALL REQUIRED OFFSETS. REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR CONSTRUCTION DETAILS.
- ITEMS NOTED "TYPICAL" OR "TYP" ON ANY SHEET APPLY TO THAT PARTICULAR SHEET.
- COORDINATE WITH SPECIFICATIONS. IN CASE OF CONFLICT BETWEEN SPECIFICATIONS AND DRAWINGS THE MORE STRINGENT SHALL APPLY.
- PROVIDE NEC CODE MINIMUM HORIZONTAL AND VERTICAL WORKING CLEARANCES FOR ALL ELECTRICAL PANELS AND EQUIPMENT. OFFSET MECHANICAL WORK AS REQUIRED.
- COORDINATE ALL MECHANICAL WORK WITH THAT OF OTHER TRADES TO INSURE PROPER AND ADEQUATE INTERFACE OF THEIR WORK WITH THE WORK OF THIS CONTRACTOR. PROVIDE COORDINATED SHOP DRAWINGS PRIOR TO FABRICATION AND INSTALLATION.
- MECHANICAL EQUIPMENT SHALL NOT BE USED FOR TEMPORARY HEAT DURING CONSTRUCTION.
- VERIFY EXISTING CONDITIONS BEFORE COMMENCING ANY WORK ON AN EXISTING MECHANICAL SYSTEM.
- ALL DUCTWORK SIZES SHOWN ARE OUTSIDE DIMENSIONS, UNLESS SPECIFICALLY NOTED ON PLANS. DUCT LINER HAS BEEN ACCOUNTED FOR ON LINED DUCT. ADDITIONAL CLEARANCE WILL NEED TO BE ACCOUNTED FOR FOR EXTERNALLY INSULATED DUCT.
- REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR EXACT LOCATIONS OF ALL DIFFUSERS AND GRILLES.
- MAXIMUM FLEXIBLE DUCT LENGTH SHALL BE 6'-0" WITH 0.5 x DUCT DIAMETER OFFSET, UNLESS NOTED OTHERWISE.
- PROVIDE TRANSITIONS AS REQUIRED TO CONNECT DUCTWORK TO AIR TERMINAL UNITS, FANS AND OTHER MECHANICAL EQUIPMENT.
- PROVIDE DIFFUSER AND GRILLE FRAMES COMPATIBLE WITH ARCHITECTURAL CEILING TYPE. REFER TO ARCHITECTURAL REFLECTED CEILING PLANS FOR CEILING TYPE.
- COORDINATE EXACT LOCATIONS OF ALL ROOM THERMOSTATS AND/OR ROOM TEMPERATURE SENSORS WITH ARCHITECT PRIOR TO INSTALLATION.
- PROVIDE A VOLUME DAMPER FOR EACH SUPPLY, RETURN AND EXHAUST OPENING AND IN BRANCHES WHERE THREE OR MORE OPENINGS ARE ASSOCIATED WITH THE BRANCH AND ELSEWHERE AS NOTED ON THE DRAWINGS OR SPECIFICATIONS.
- PROVIDE 1" THICK DUCT LINER IN ALL RECTANGULAR SUPPLY AIR DUCTWORK DOWNSTREAM OF FAN COIL UNITS AS INDICATED UNLESS NOTED OTHERWISE.
- PROVIDE 1" THICK DUCT LINER IN ALL TRANSFER AIR DUCTWORK UNLESS NOTED OTHERWISE.
- COORDINATE EXACT LOCATION AND MOUNTING HEIGHTS OF ALL SIDEWALL GRILLES AND DIFFUSERS WITH ARCHITECTURAL DRAWINGS.

2012 WSEC COMPLIANCE

- HVAC EQUIPMENT SHALL HAVE MINIMUM PERFORMANCE AT SPECIFIED RATING CONDITIONS NOT LESS THAN THE VALUES INDICATED IN THE TABLES C403.2.3(1) THROUGH C403.2.3(8) OF THE WSEC AND AS INDICATED ON THE CONTRACT DOCUMENTS.
- PROVIDE BALANCING DEVICES IN ALL BRANCH DUCTS AND PIPE RUNS TO TERMINAL DEVICES AS REQUIRED BY SECTION C408.2.2.1 OF THE WSEC AND AS INDICATED ON THE CONTRACT DOCUMENTS.
- ALL DUCTWORK SHALL COMPLY WITH SMACNA STANDARDS FOR CONSTRUCTION OF GALVANIZED DUCTWORK. ALL DUCTWORK SHALL BE SEALED AS REQUIRED BY SECTION C403.2.7 OF THE WSEC.

DUCTWORK STATIC PRESSURE AND SEAL CLASS:

WATER COLUMN	SEAL CLASS
1/2" TO 2 INCHES	SEAL TRANSVERSE JOINTS
2 TO 3 INCHES	SEAL TRANSVERSE JOINTS AND LONGITUDINAL SEAMS
ABOVE 3 INCHES	SEAL TRANSVERSE JOINTS, LONGITUDINAL SEAMS AND DUCT WALL PENETRATIONS
- ALL DUCTWORK SHALL BE INSULATED AS REQUIRED BY SECTION C403.2.7 OF THE WSEC AND AS DESCRIBED IN CONTRACT DOCUMENTS:
- MOTOR EFFICIENCY SHALL NOT BE LESS THAN THE MINIMUM CALLOUT BY SECTION C403.2.13 OF THE WSEC FOR FULL LOAD EFFICIENCIES.
- RECORD DRAWINGS SHALL BE PROVIDED TO THE OWNER WITHIN 90 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE AS REQUIRED BY SECTION C408.1.3 OF THE WSEC. THE DRAWINGS SHALL INDICATE THE LOCATION AND PERFORMANCE DATA OF EQUIPMENT, GENERAL CONFIGURATION OF DUCTWORK AND PIPING DISTRIBUTION SYSTEMS, INCLUDING FLOW RATES AS A MINIMUM.
- OPERATION AND MAINTENANCE MANUALS SHALL BE PROVIDED TO THE OWNER AS REQUIRED BY SECTION C408.1.3.2 IF THE WSEC. AS MINIMUM, THE MANUALS SHALL INCLUDE:
 - 1-SUBMITTAL DATA.
 - 2-OPERATION AND MAINTENANCE DATA FOR EQUIPMENT.
 - 3-NAMES AND ADDRESSES OF SERVICE AGENCIES.
 - 4-HVAC CONTROLS SYSTEM MAINTENANCE AND CALIBRATION INFORMATION.
 - 5-NARRATIVE OF HOW SYSTEM IS INTENDED TO OPERATE.
- HVAC SYSTEMS WILL BE BALANCED AS REQUIRED BY SECTION C408.2.2 OF THE WSEC, UNDER A SEPARATE CONTRACT.
- COMMISSIONING IS BEING PROVIDED UNDER A SEPARATE CONTRACT AND THE REPORT OF COMMISSIONING WILL BE SUBMITTED TO THE OWNER AS REQUIRED BY SECTION C408 OF THE WSEC.
- THE ABOVE LISTED CRITERIA ARE WSEC MINIMUM REQUIREMENTS. SEE PROJECT SPECIFICATIONS AND CONSTRUCTION DRAWINGS FOR ADDITIONAL REQUIREMENTS. IN THE CASE OF CONFLICTING CRITERIA, THE MOST STRINGENT REQUIREMENTS SHALL TAKE PRECEDENCE.
- THERMOSTATS SHALL BE CAPABLE OF THE FOLLOWING FEATURES PER SECTION C403.2.4.2 THROUGH C403.2.4.3.3 OF THE WSEC:
 - 7 INDIVIDUAL DAYS PROGRAMMING (5+2 OR 5+1+1 PROGRAMS ARE NOT ACCEPTABLE).
 - HEATING AND COOLING STAGES EQUAL TO EQUIPMENT BEING SERVED.
 - 5 DEG. F DEADBAND.
 - 10 HOUR MINIMUM BATTERY BACK-UP.
 - MANUAL OVERRIDE SWITCH/BUTTON.
 - OPTIMUM START (SMART RECOVERY) CAPABILITY.
- OUTDOOR AIR INTAKES AND EXHAUST DUCTS MUST BE EQUIPPED WITH LOW LEAKAGE (CLASS IA) MOTORIZED DAMPERS. GRAVITY BACKDRAFT DAMPERS ARE NOT ALLOWED.

HVAC BASIS DESIGN DATA

PROJECT LOCATION: RICHLAND, WASHINGTON				
OUTDOOR DESIGN TEMPERATURES	101	°F Db SUMMER	DESIGN ALTITUDE: 394 FT.	
	63	°F Wb SUMMER		
	11	°F Db WINTER		
INDOOR AREA DESIGN CONDITIONS	SUMMER		WINTER	
	Db (°F)	% HUMIDITY	Db (°F)	% HUMIDITY
FIRE STATION	75—78	N/A	68—72	N/A
SOURCE: 2012 WASHINGTON STATE ENERGY CODE — RICHLAND, WA WEATHER STATION				

SHORT CIRCUIT CURRENT RATING

- ALL HVAC EQUIPMENT PROVIDED IN DIVISION 23 REQUIRING COMPLIANCE WITH NEC ARTICLE 440 "AIR CONDITIONING AND REFRIGERATION EQUIPMENT" SHALL BE LISTED FOR A MINIMUM SHORT-CIRCUIT CURRENT (AIC) RATING OF 10,000 AMPERES RMS. THIS EQUIPMENT SHALL BE LISTED UNDER UL 1995 FOR BOTH CIRCUIT BREAKERS AND FUSES AS THE UPSTREAM OVERCURRENT PROTECTIVE DEVICE. THE NAMEPLATE SHALL READ "MAXIMUM OVERCURRENT PROTECTIVE DEVICE" NOT "MAXIMUM FUSE" OR "MAXIMUM CIRCUIT BREAKER".
- ALL DIVISION 23 EQUIPMENT OTHER THAN THAT PROVIDED ABOVE SHALL BE LISTED OR RATED FOR A MINIMUM OF 10,000 AIC AT 240, 208 OR 120 VOLTS AND 14,000 AIC AT 480 OR 277 VOLTS, UNLESS A HIGHER VALUE IS SPECIFICALLY INDICATED ON THE DRAWINGS (ELECTRICAL ONE-LINE DIAGRAM) OR IN THE SPECIFIED EQUIPMENT SPECIFICATIONS.

MECHANICAL ABBREVIATIONS

AFF	ABOVE FINISHED FLOOR
BOD	BOTTOM OF DUCT
BOP	BOTTOM OF PIPE
BSMT	BASEMENT
CC	CENTER TO CENTER
CONT	CONTINUED
CL	CENTER LINE
D	DEEP OR DEPTH
DN	DOWN
DIA Ø	DIAMETER
ID	DIAMETER, INSIDE
OD	DIAMETER, OUTSIDE
DP	DROP
DWG	DRAWING
E	EXISTING
EA	EACH
EWC	ELECTRIC WATER COOLER
EXH	EXHAUST
EXIST	EXISTING
FLEX	FLEXIBLE
FOB	FLAT ON BOTTOM
FOT	FLAT ON TOP
FL	FLOOR
H	HIGH OR HEIGHT
H/P	HIGH POINT
INV	INVERT
LG	LONG OR LENGTH
L/P	LOW POINT
MAX	MAXIMUM
MIN	MINIMUM
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
MOD	MOTOR-OPERATED DAMPER
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OA	OUTDOOR AIR
OF	OVERFLOW
PIAC	PRESSURE INDEPENDENT AIR CONTROLLER
PRV	PRESSURE REDUCING VALVE
RET	RETURN
RA	RETURN AIR
SA	SUPPLY AIR
TH	THICK OR THICKNESS
TOD	TOP OF DUCT
TOP	TOP OF PIPE
TP	TRAP PRIMER
TYP	TYPICAL
VTR	VENT THRU ROOF
VD	VOLUME DAMPER
W	WIDE OR WIDTH
W/	WITH
WH	WALL HYDRANT

HVAC PIPING LEGEND

—CWS—	CHILLED WATER SUPPLY
—CWR—	CHILLED WATER RETURN
—CW—	COLD WATER SUPPLY
—CA—	COMPRESSED AIR
—CS—	CONDENSER WATER SUPPLY
—CR—	CONDENSER WATER RETURN
—CD—	CONDENSATE DRAIN
—D—	DRAIN
—FOD—	FUEL OIL DISCHARGE
—FOG—	FUEL OIL GAUGE
—FOR—	FUEL OIL RETURN
—FOS—	FUEL OIL SUCTION
—FOV—	FUEL OIL TANK VENT
—HPS—	HEAT PUMP WATER SUPPLY
—HPR—	HEAT PUMP WATER RETURN
—MU—	MAKEUP WATER
—PC—	PUMPED CONDENSATE
—RL—	REFRIGERANT LIQUID
—RS—	REFRIGERANT SUCTION
—RHG—	REFRIGERANT HOT GAS
—C(*#)—	CONDENSATE (PSI)
—C(P)—	CONDENSATE (PUMPED)
—SMS—	SNOW MELT SUPPLY
—SMR—	SNOW MELT RETURN

PLUMBING LEGEND

— — —	COLD WATER
— — —	HOT WATER
— - - -	HOT WATER RETURN
— T —	TEMPERED HOT WATER
— — — —	VENT
— SAN —	SANITARY DRAIN ABOVE FLOOR
— - - - SAN — - - -	SANITARY DRAIN BELOW FLOOR
— ST —	STORM DRAIN ABOVE FLOOR
— - - - ST — - - -	STORM DRAIN BELOW FLOOR
— CD —	CONDENSATE DRAIN ABOVE FLOOR
— - - - CD — - - -	CONDENSATE DRAIN BELOW FLOOR
— RWC —	RAINWATER CONDUCTOR ABOVE FLOOR
— - - - RWC — - - -	RAINWATER CONDUCTOR BELOW FLOOR
— F —	FIRE PROTECTION
— O —	OXYGEN
— V —	VACUUM
— G —	GAS
— ACID —	ACID WASTE
— SOLV —	SOLVENT WASTE

HVAC SYMBOLS

	FIRE OR FIRE/SMOKE DAMPER (# INDICATES TYPE)
	COMBINATION AIR TURNING DEVICE / VOLUME CONTROL DEVICE
	OPPOSED BLADE DAMPER
	VOLUME CONTROL DAMPER
	INSULATION DUCT LINER
	FLEXIBLE DUCT CONNECTOR
	DUCT MOUNTED COIL
	HUMIDIFIER
	TURNING VANES
	RECT. DUCT SIZE (WIDTHxDEPTH)
	CIRCULAR DUCT DIAMETER
	OVAL DUCT SIZE (WIDTHxDEPTH)
	FLEXIBLE DUCT
	SIDEWALL DIFFUSER
	LOUVER
	AIR OUTLET (SUPPLY)
	AIR INLET (RETURN/EXHAUST)
	THERMOSTAT
	HUMIDISTAT
	DAMPER ACTUATOR
	SMOKE DETECTOR
	RECT. RETURN DUCT (SECTION)
	RECT. SUPPLY OR OSA DUCT (SECTION)
	RECT. EXHAUST DUCT (SECTION)
	ROUND RETURN DUCT (SECTION)
	ROUND SUPPLY DUCT (SECTION)
	ROUND EXHAUST DUCT (SECTION)
	RECT. LINED RETURN OR EXHAUST DUCT (SECTION)
	RECT. LINED SUPPLY OR OSA DUCT (SECTION)
	RECT. LINED EXHAUST DUCT (SECTION)
	EQUIPMENT TYPE
	EQUIPMENT IDENTIFIER
	EQUIPMENT NUMBER
	DIFFUSER OR REGISTER/GRILLE INFORMATION
	CFM VALUE
	DIFFUSER TYPE
	DIFFUSER SIZE

PLUMBING/PIPING SYMBOLS

	ELBOW UP
	ELBOW DOWN
	TEE UP
	TEE DOWN
	CONCENTRIC REDUCER/INCREASER
	ECCENTRIC REDUCER/INCREASER
	UNION
	RISE/DROP IN PIPE
	VENT THRU ROOF
	CAP
	CLEAN-OUT (WALL)
	CLEAN-OUT (FLUSH TO FLOOR OR GRADE)
	FLOOR DRAIN
	CIRCULATING PUMP (POINTS IN DIRECTION OF FLOW)
	VALVE (AS INDICATED OR SPECIFIED)
	CHECK VALVE
	PRESSURE & TEMPERATURE RELIEF VALVE
	PRESSURE REDUCING VALVE (POINTS TOWARDS LOW PRESSURE)
	GAS VALVE
	SOLENOID VALVE
	HOSE BIBB
	CIRCUIT SETTER
	VALVE BOX W/ VALVE (AS SPECIFIED)
	CONNECTION TO EXISTING

NOTE:

SYMBOLS AND ABBREVIATIONS ON THE DRAWINGS ARE TO BE INTERPRETED IN ACCORDANCE WITH THE LEGENDS ON THIS SHEET. NOT ALL SYMBOLS AND ABBREVIATIONS INDICATED ON THIS SHEET ARE NECESSARILY USED FOR THIS PROJECT.

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ABBREVIATIONS, LEGENDS & NOTES

PROJECT NO.	1425
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DRAWN BY	NAH
ISSUE DATE	08/22/2014
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M1.01

ROOFTOP UNIT SCHEDULE

#	APPLICATION				SUPPLY FAN					DX COOLING					GAS-FIRED HEATING					HEAT RECOVERY (COOLING MODE)										HEAT RECOVERY (HEATING MODE)										ELECTRICAL DATA			WEIGHT (LBS)	NOTES		
	SERVICE	MODEL	MFR	MIN. OSA	CFM	TSP (°C)	ESP (°C)	FAN RPM	HP	V/PH	NOM. CAP. (TONS)	SENS. CLG (MBH)	EAT (DB)	EAT (WB)	LAT (DB)	MIN. EER	EAT (DB)	LAT (DB)	INPUT (MBH)	OUTPUT (MBH)	AFUE (%)	OSA AIR					EXHAUST AIR					APD (")	OSA AIR				EXHAUST AIR				APD (")	V/PH			MCA	MOCP
																						CFM	EDB	EWB	LDB	LWB	CFM	EDB	EWB	LDB	LWB		EDB	EWB	LDB	LWB	EDB	EWB	LDB	LWB						
RTU 1	FITNESS	DPS003A	DAIKIN	155	1150	1.31	1.0	1871	1.3	208/3	33.0	29.5	80.8	62.2	53.1	13.2	60.1	95		38	80																						① ② ③ ④ ⑤ ⑥			
RTU 2	LOBBY/ OFFICE	DPS003A	DAIKIN	50	1100	1.29	1.0	1833	1.3	208/3	27.1	27.0	77.7	57.1	50.3	13.2	66.5	95		29	80																						① ② ③ ④ ⑤ ⑥			
RTU 3	KITCHEN	DPS005A	DAIKIN	120 600	1100	1.26	1.0	1497	2.3	208/3	52.7	52.7	99.8	67.2	51.7	12.7	6.1	95		72	80																						① ② ③ ④ ⑤ ⑥			
RTU 4	DORMS	DPS003A	DAIKIN	275 600	1200	1.87	1.0	1780	2.3	208/3	32.8	31.5	78.8	63.1	52.9	13.2	63.0	95		53	80	275	102	68	79	64.5	315	78.2	62.0	75.8	62.7	.25	0.0	-2.0	58.9	43.7	70.0	60.0	67.1	48.4	.25	208/3	20.7	25	1582	① ② ③ ④ ⑤ ⑥
RTU 5	FIREFIGHTER OFFICE	DPS003A	DAIKIN	120	800	1.18	1.0	1622	1.3	208/3	21.7	21.3	83.0	62.0	47.6	13.2	55.2	95		25	80																						① ② ③ ④ ⑤ ⑥			
RTU 6	DAYROOM	DPS003A	DAIKIN	70	700	1.20	1.0	1660	1.3	208/3	19.3	18.8	78.9	61.0	47.6	13.2	62.4	95		25	80																						① ② ③ ④ ⑤ ⑥			
RTU 7	OFFICE/ LAUNDRY	DPS003A	DAIKIN	105	750	1.21	1.0	1662	1.3	208/3	24.2	21.6	81.1	63.8	50.2	13.2	60.1	95		28	80																						① ② ③ ④ ⑤ ⑥			
RTU 8	TURNOUT/ DECON	DPS003A	DAIKIN	735	800	1.94	1.0	1739	2.3	208/3	20.5	20.5	83.5	61.9	49.9	13.2	54.7	95		43	80	735	102	68	83.6	64.4	750	76.3	61.6	83.1	64.2	.55	0.0	0.0	55.5	51.5	71.2	60.0	56.6	52.4	.55	208/3	20.7	25	1582	① ② ③ ④ ⑤ ⑥

NOTES:	
① PROVIDE 115V GFI POWERED CONVENIENCE OUTLET.	④ PROVIDE NON-FUSED DISCONNECT.
② PROVIDE FACTORY 14" ROOF CURB.	⑤ PROVIDE STAINLESS STEEL HEAT EXCHANGER.
③ PROVIDE HINGED ACCESS PANELS.	⑥ PROVIDE 100% ECONOMIZER.

ENERGY RECOVERY VENTILATOR UNIT SCHEDULE

#	SERVICE	MFR	MODEL	SUPPLY FAN				EXHAUST FAN				DIRECT EVAPORATIVE COOLING				HEAT RECOVERY PERFORMANCE (HTG MODE)						HEAT RECOVERY PERFORMANCE (CLG MODE)						HR PERFORMANCE		FILTERS		UNIT ELECTRICAL				WEIGHT (LBS)	NOTES
				CFM	TSP ("WC)	ESP ("WC)	HP	CFM	TSP ("WC)	ESP ("WC)	HP	MODEL	TYPE	EAT DB/WB	LAT DB	PUMP		OSA AIR				EXHAUST AIR				EFF. (%)	PD ("WC)	SIZE/ EFF.	V/PH	UNIT MCA	UNIT MOCP						
																HP	V/PH	EDB	EWB	LDB	LWB	EDB	LDB	EDB	EWB							LDB	LWB	EDB	LDB		
	APPARATUS BAY	XETEX	XHS3036RTBP	3,000	3.25	1.0	3	3,525	3.05	.75	5		SPRAY PUMP	105°/65°			120/1	0°F	0°F	48°F	31°F	65°F	35°F	105°F	65°F	83°F	57°F	80°F	89°F	68%	0.97	2" MERV 8	208/3	37.7	54.4	2,500	①②③④⑤

NOTES:			
① TOTAL STATIC PRESSURE SHALL INCLUDE 1.75" ALLOWANCE FOR LOADED FILTERS.	② PROVIDE WITH AIR FILTERS AS FOLLOWS: - OSA INTAKE: 2" THICK MERV 8 (30%) PREFILTERS, 12" THICK MERV 13 (85%) FINAL FILTERS. - EA INTAKE: 2" THICK MERV 8 (30%) FILTERS - STANDARD SIZE FILTERS: 12"x24" OR 24"x24"	③ PROVIDE WITH SINGLE POINT POWER CONNECTION. ④ UNIT TO HAVE GALVANIZED FINISH.	⑤ PROVIDE FACTORY INSTALLED EVAP. COOLER FILL & DRAIN KIT WITH AUTOMATIC FREEZE PROTECTION.

AIR OUTLETS SCHEDULE

#	MFR	MODEL	SERVICE	TYPE	MATERIAL	MOUNTING	BORDER	PATTERN	BLADE			NOTES
									SPC (")	POS	DEFL (")	
1	TITUS	MCD	SUPPLY	DIFFUSER	STEEL	LAY-IN	TYPE 3	4-WAY	-	-	-	① ② ③ ④
2	TITUS	MCD	SUPPLY	DIFFUSER	STEEL	SURFACE	TYPE 1	4-WAY	-	-	-	② ③ ⑤
3	TITUS	TMRA	SUPPLY	DIFFUSER	STEEL	DUCT	-	ADJUSTABLE	-	-	-	② ⑤ ⑧
4	TITUS	355RL	RETURN/EXHAUST	GRILLE	STEEL	LAY-IN	TYPE 3	FIXED	1/2	FACE HORIZ.	35	① ② ④
5	TITUS	355RL	RETURN/EXHAUST	GRILLE	STEEL	SURFACE	TYPE 1	FIXED	1/2	FACE HORIZ.	35	② ③ ⑤
6	TITUS	33RL	RETURN	GRILLE	STEEL	SURFACE	TYPE 1	FIXED	1/2	FACE HORIZ.	35	① ⑤ ⑧
7	TITUS	300RL	SUPPLY	GRILLE	STEEL	SURFACE	TYPE 1	ADJUST	1/2	FACE HORIZ.	ADJUST	② ③ ⑤

NOTES:	
①	FINISH ON OUTLETS TO BE ACRYLIC PAINT TO MATCH ARCHITECTURAL CEILING SYSTEMS.
②	PROVIDE BALANCING DAMPER IN BRANCH DUCT SERVING OUTLET AT TAKE-OFF FROM TRUNK DUCT (ADDITIONAL DAMPERS FOR SYSTEM BALANCING ARE SHOWN ON DRAWINGS.)
③	PROVIDE SQUARE TO ROUND TRANSITION AS REQUIRED.
④	PROVIDE 24"x24" OR 24"x12" PAN FOR LAY-IN CEILING INSTALLATION AS REQUIRED (SEE HVAC FLOOR PLANS).
⑤	PROVIDE WITH PRIMED FINISH TO BE PAINTED IN FIELD (COLOR BY ARCHITECT).
⑥	PROVIDE INTEGRAL OPPOSED BLADE DAMPER WITH SCREWDRIVER OPERATOR ACCESSIBLE THROUGH FRONT OF REGISTER.
⑦	PROVIDE 16 GAUGE BORDER WITH 14 GAUGE BLADES AND SUPPORT BARS 6" ON CENTER.
⑧	ADJUST DIFFUSER FOR VERTICAL DISCHARGE AT TIME OF INSTALLATION.

KITCHEN HOOD SCHEDULE

#	MFR	MODEL	CFM	LENGTH (IN)	WIDTH (IN)	EXHAUST DUCT	TYPE	NOTES
	GREENHECK	GHEW	600	48	36	9x6	1	

NOTES:

① HOOD DIMENSIONS ARE NOMINAL. CONTRACTOR TO FIELD VERIFY DIMENSIONS BEFORE ORDERING.

INFRA-RED HEATING UNIT SCHEDULE

#	MFR	MODEL	MBH	LENGTH (FT)	MOUNTING HEIGHT (FT)	MOUNTING ANGLE	V/PH	AMPS	WEIGHT	NOTES
RH 1	ROBERTS GORDON	CTH3	115	30	16	HORIZ	120/1	1.3 RUN 4.8 START	220	
RH 2	ROBERTS GORDON	CTH3	115	30	16	HORIZ	120/1	1.3 RUN 4.8 START	220	
RH 3	ROBERTS GORDON	CTH3	115	30	16	HORIZ	120/1	1.3 RUN 4.8 START	220	
RH 4	ROBERTS GORDON	CTH3	115	30	16	HORIZ	120/1	1.3 RUN 4.8 START	220	

NOTES:

- ① PROVIDE STAINLESS STEEL FLEX GAS CONNECTION, LOW PRESSURE SHUT-OFF VALVE, S HOOKS & VENT ADAPTER.
- ② PROVIDE MODULATING PROGRAMMABLE CONTROL KIT (MODULATING THERMOSTAT, METAL LOCKING GUARD, MULTIPLE OF CTH3 HEATERS).
- ③ PROVIDE ALL REQUIRED HANGING HARDWARE.

DUCTLESS SPLIT SYSTEM AC UNIT SCHEDULE

#	MFR	MODEL	CFM	BTUH (TOTAL)	VOLT	PH	FLA	FAN MOTOR WATTS	SEER	NOTES
AC 1	CARRIER	40QNC036-3	900	36,000	208	1	0.38	74	13	

NOTES:

(1) HIGH SIDEWALL UNIT.

(2) PROVIDE FACTORY CONDENSATE PUMP.

(3) PROVIDE SLIDE-IN AIR FILTER.

DUCTLESS SPLIT SYSTEM CONDENSING UNIT SCHEDULE

#	MFR	MODEL	NOM. TONS	AMB. DB (°F)	AMB. WB (°F)	SEER	MCA	MOCP	V/PH	NOTES
CU 1	CARRIER	38HDR036-3	3.0	95	67	13.0	18	25	208/1	

NOTES:

① PROVIDE LOW AMBIENT KIT.	③ PROVIDE LONG LINE APPLICATION KIT.
② PROVIDE CRANKCASE HEATER.	④ PROVIDE WINTER START CONTROL.

EXHAUST FAN SCHEDULE

#	MFR	MODEL	TYPE	SERVICE	CFM	DRIVE	ESP (")	FAN RPM	SONE LEVEL	MOTOR		NOTES
										HP	V/PH	
EF 1	GREENHECK	CUE-099-VG	UPBLAST	KITCHEN HOOD	600	DIRECT	0.65	1394	7.4	0.25	120/1	
EF 2	GREENHECK	V-060-VG	DOWNBLAST	105-UNISEX	100	DIRECT	0.375	1725	4.4	0.167	120/1	
EF 3	GREENHECK	V-103-VG	DOWNBLAST	RESTROOMS/ SHOWERS	450	DIRECT	0.50	1181	4.2	0.25	120/1	
EF 4	GREENHECK	V-060-VG	DOWNBLAST	133-JANITOR	100	DIRECT	0.375	1725	4.4	0.167	120/1	
EF 5	GREENHECK	GB-260-10	DOWNBLAST	APPARATUS BAY	3525	BELT	1.0	625	11.7	1	208/3	

NOTES:	
①	PROVIDE FACTORY ROOF CURB.
②	PROVIDE DAMPER CAPABLE OF LOW VOLTAGE ACTUATION. LOW VOLTAGE ACTUATOR PROVIDED BY CONTROLS CONTRACTOR.
③	PROVIDE FACTORY MOUNTED AND WIRED FAN SPEED CONTROLLER.
④	PROVIDE WITH UL-762 RATED FAN ASSEMBLY FOR KITCHEN GREASE HOOD APPLICATIONS, INCLUDING: VENTILATED CURB EXTENSION, GREASE CUP, HIGH TEMPERATURE RATED DRIVE ASSEMBLY, HINGED BASE WITH RETENTION CABLE

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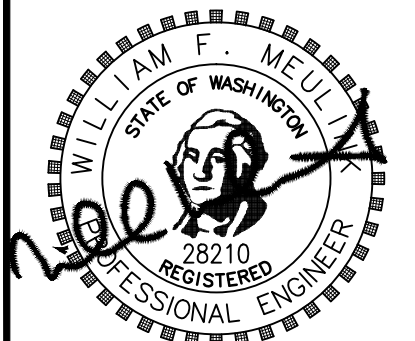
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**RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON**

SCHEDULES

PROJECT NO.	1425
DESIGNED BY	WFM
DRAWN BY	NAH
ISSUE DATE	08/22/2014
CHECKED BY	
PHASE	PERMIT SET
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M1.02



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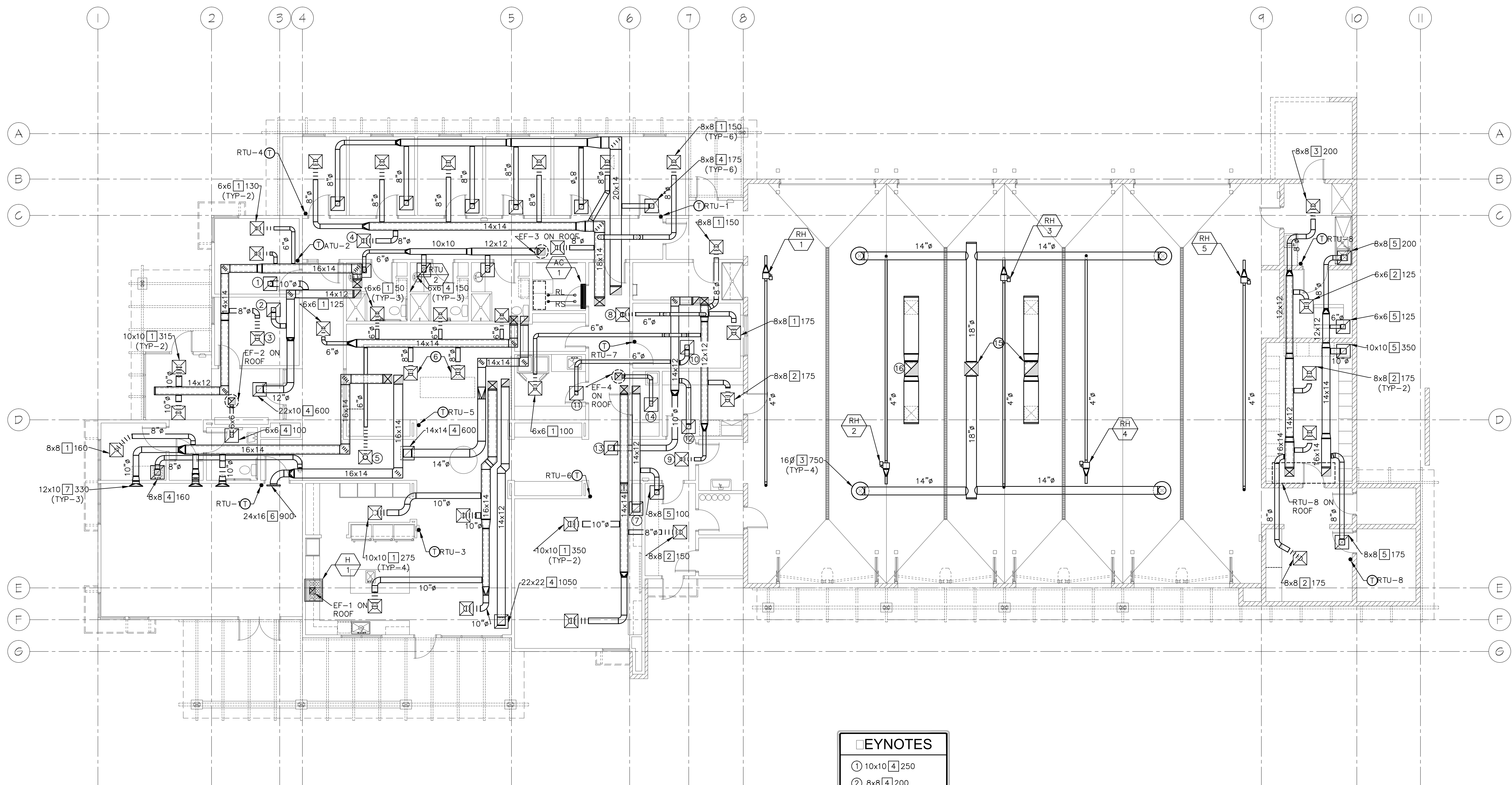
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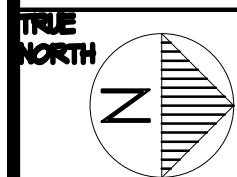
FLOOR PLAN - HVAC

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- EYNOTES**
- ① 10x10 [4] 250
 - ② 8x8 [4] 200
 - ③ 8x8 [1] 210
 - ④ 8x8 [1] 150 (TYP-2)
 - ⑤ 6x6 [1] 125
 - ⑥ 8x8 [1] 200
 - ⑦ 14x14 [4] 650
 - ⑧ 6x6 [1] 125
 - ⑨ 6x6 [1] 125
 - ⑩ 8x8 [4] 150
 - ⑪ 6x6 [4] 100
 - ⑫ 8x8 [5] 175
 - ⑬ 8x8 [4] 200
 - ⑭ 6x6 [5] 100
 - ⑮ 24x24 UP TO HRU-1
 - ⑯ 24x24 UP TO EF-8



FLOOR PLAN - HVAC

SCALE: 1/8" = 1'-0"



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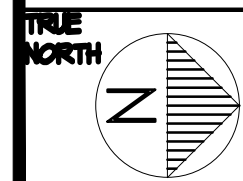
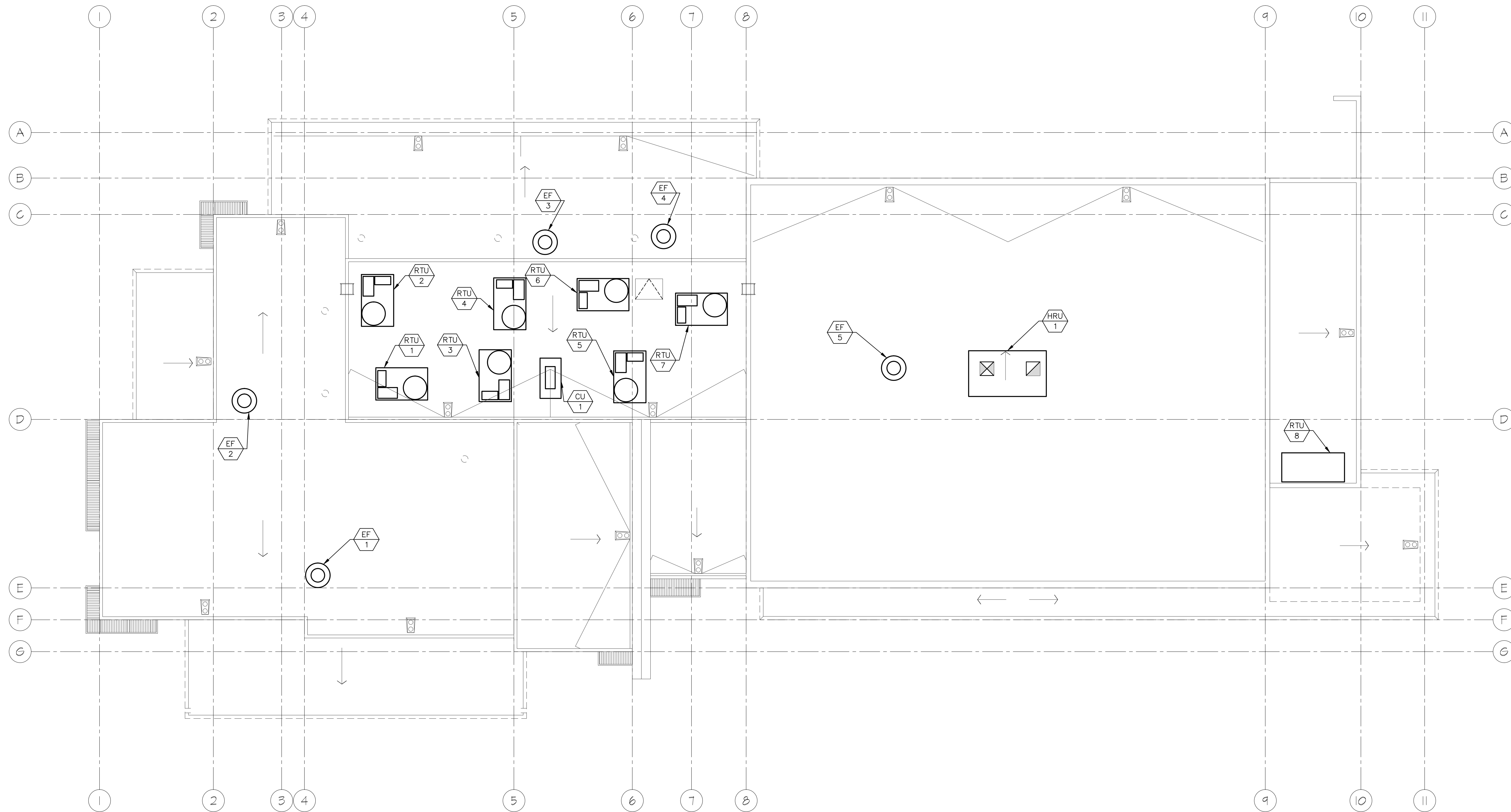
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ROOF PLAN - HVAC

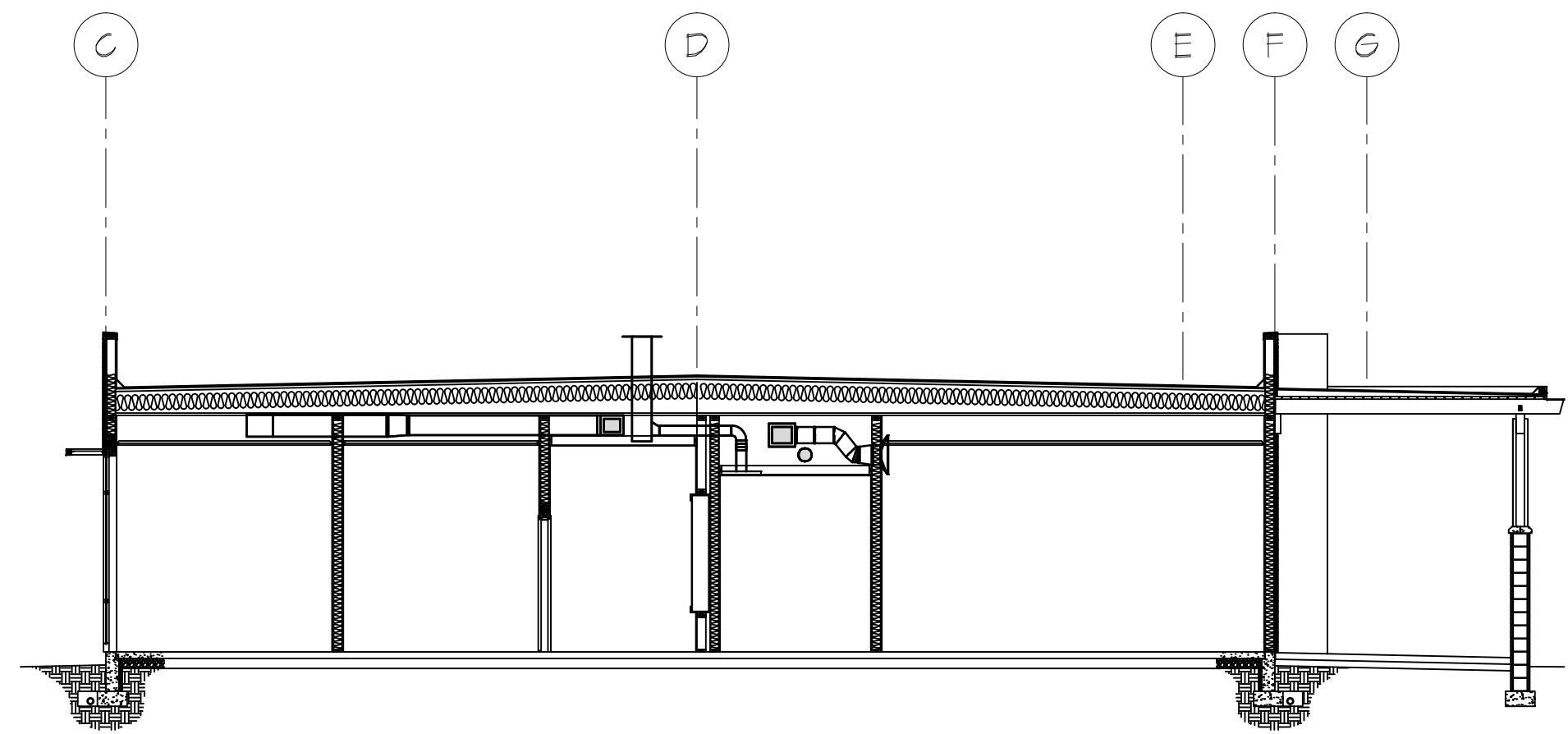
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ROOF PLAN - HVAC

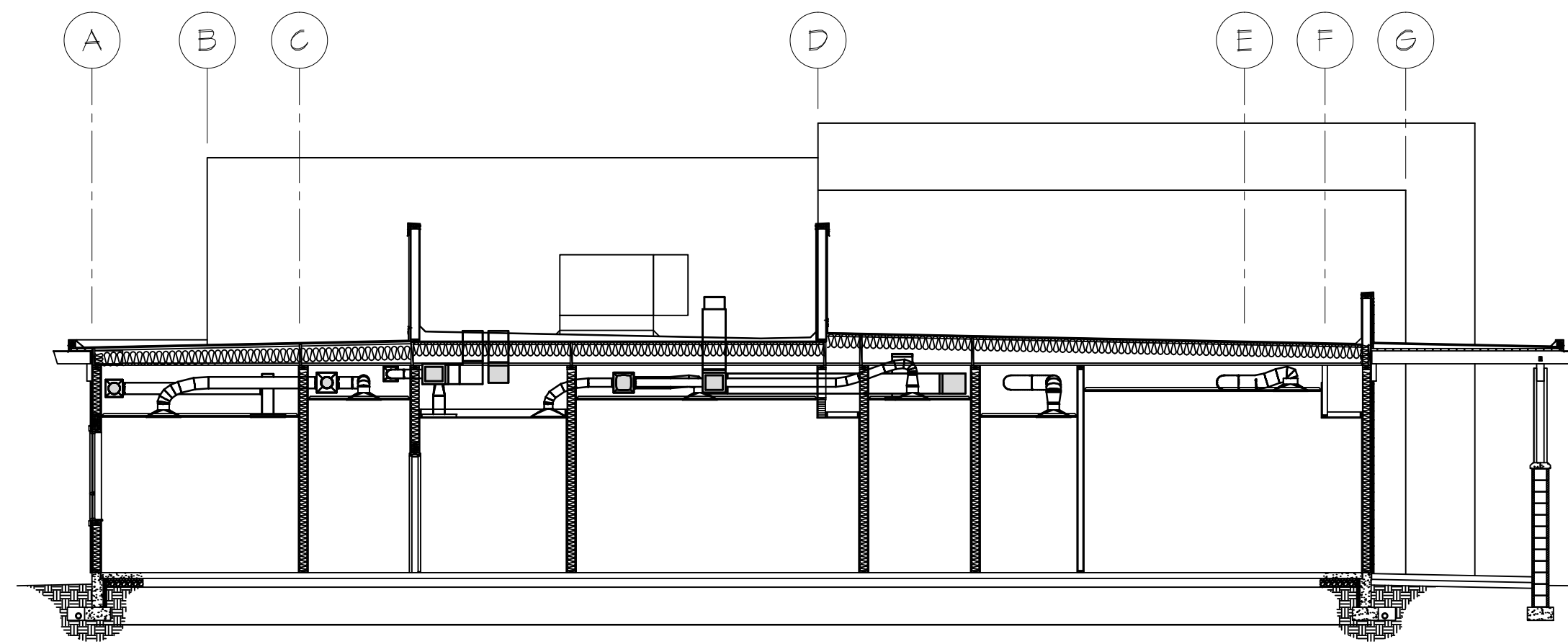
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A

BUILDING SECTION "A"

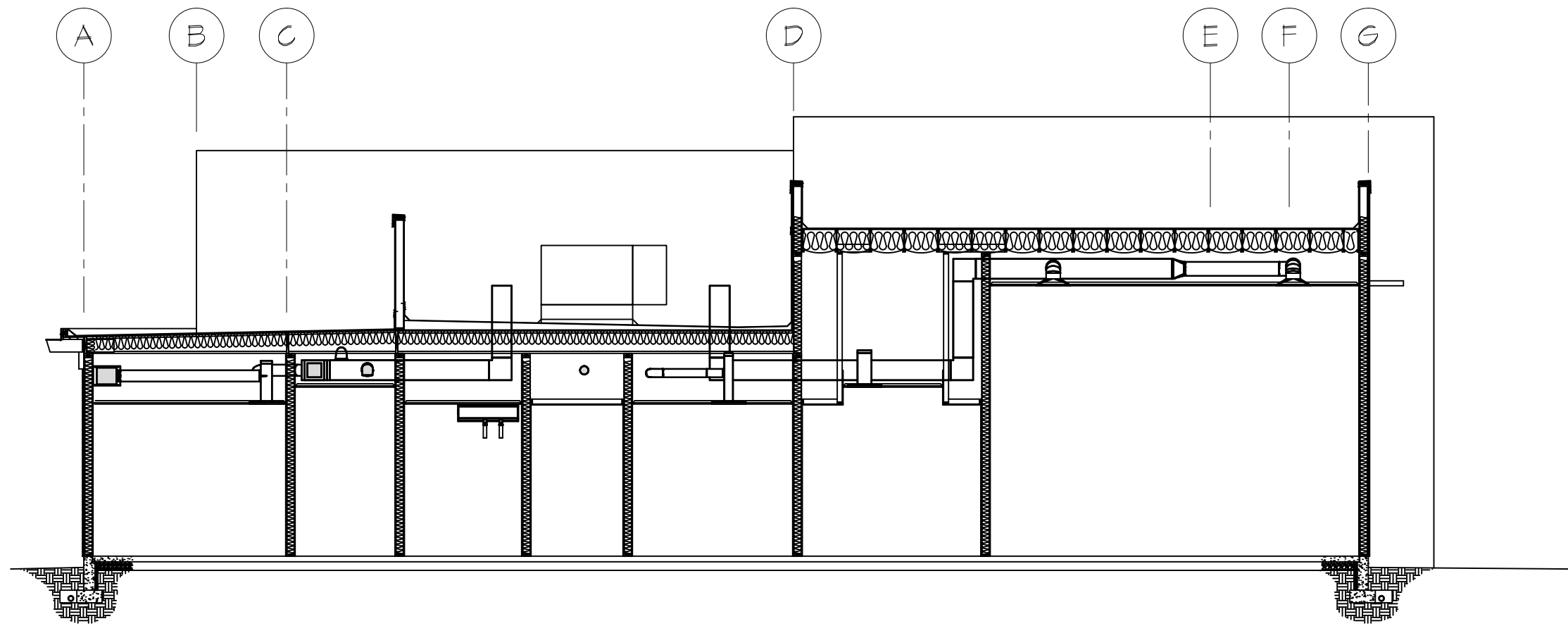
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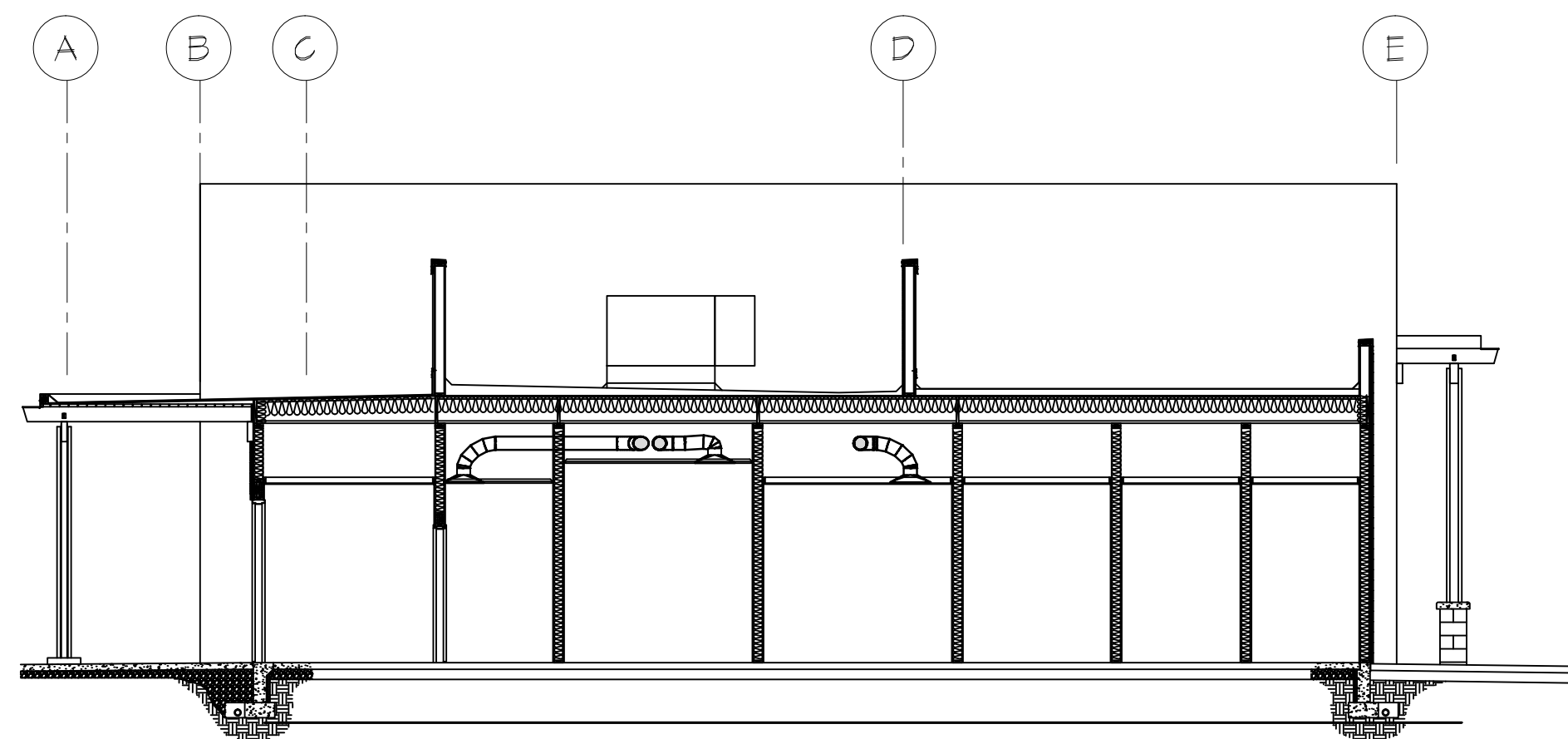
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C

BUILDING SECTION "C"

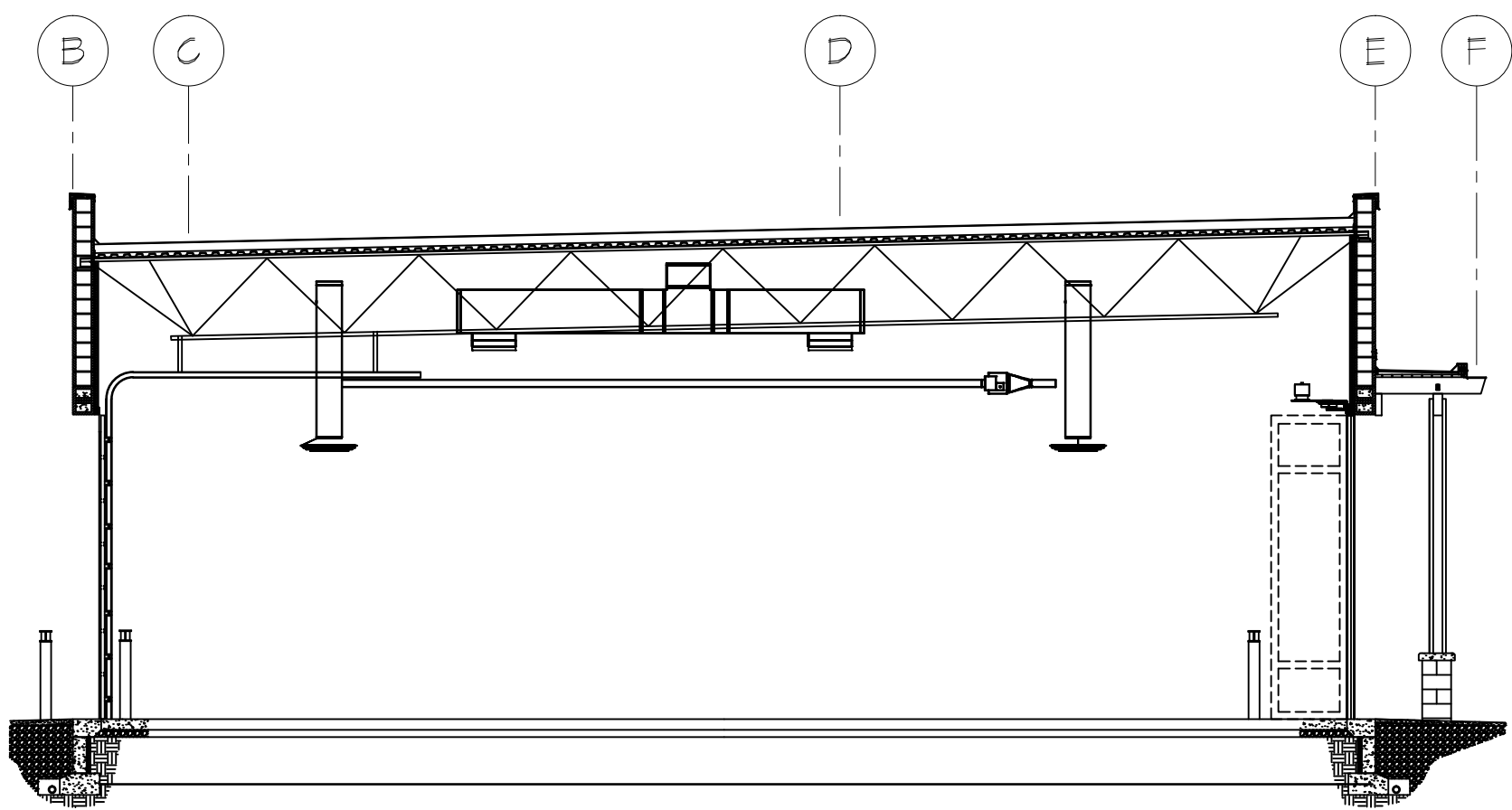
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D

BUILDING SECTION "D"

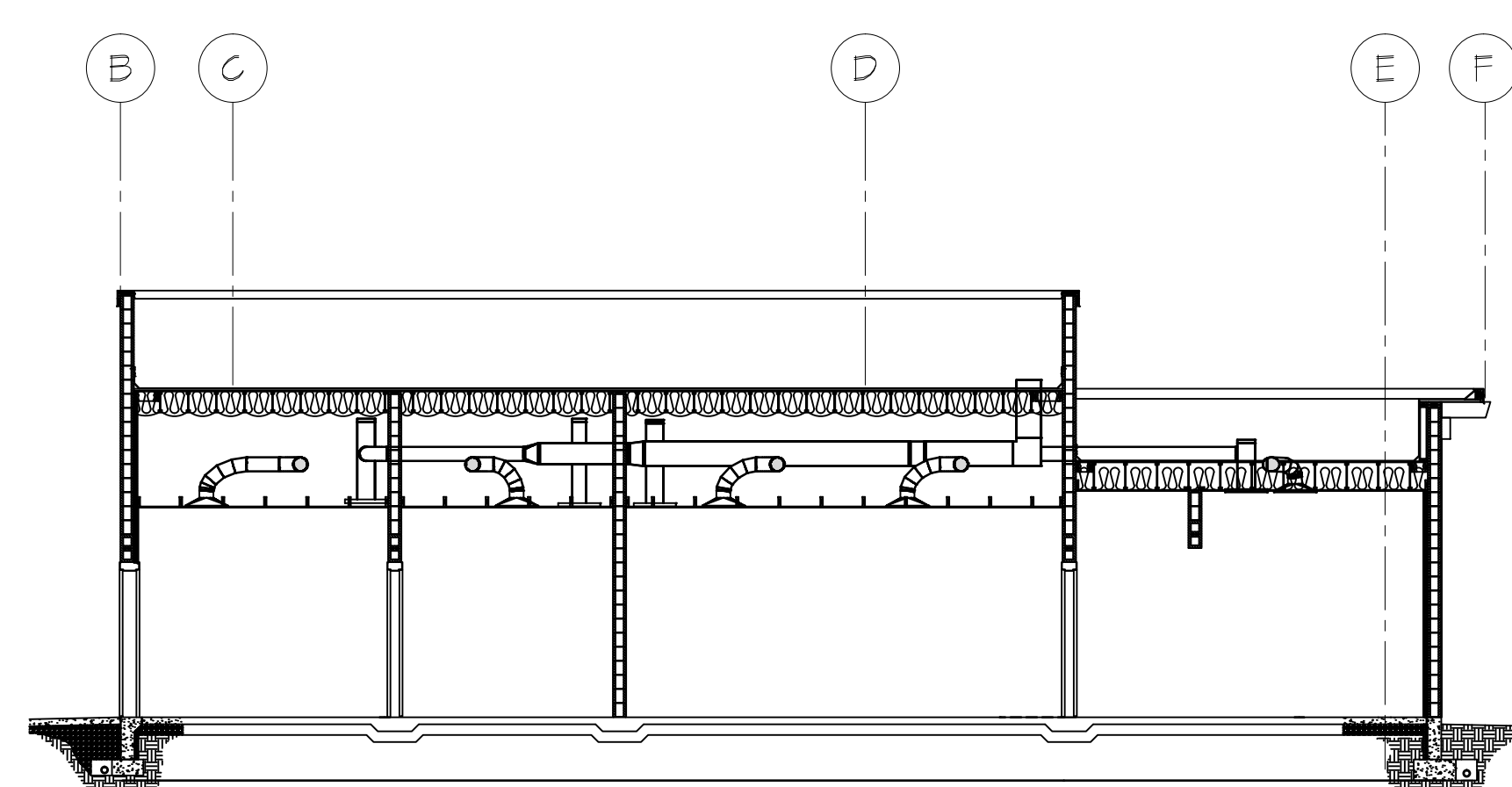
SCALE: 1/8" = 1'-0"



E

BUILDING SECTION "E"

SCALE: 1/8" = 1'-0"



F

BUILDING SECTION "F"

SCALE: 1/8" = 1'-0"

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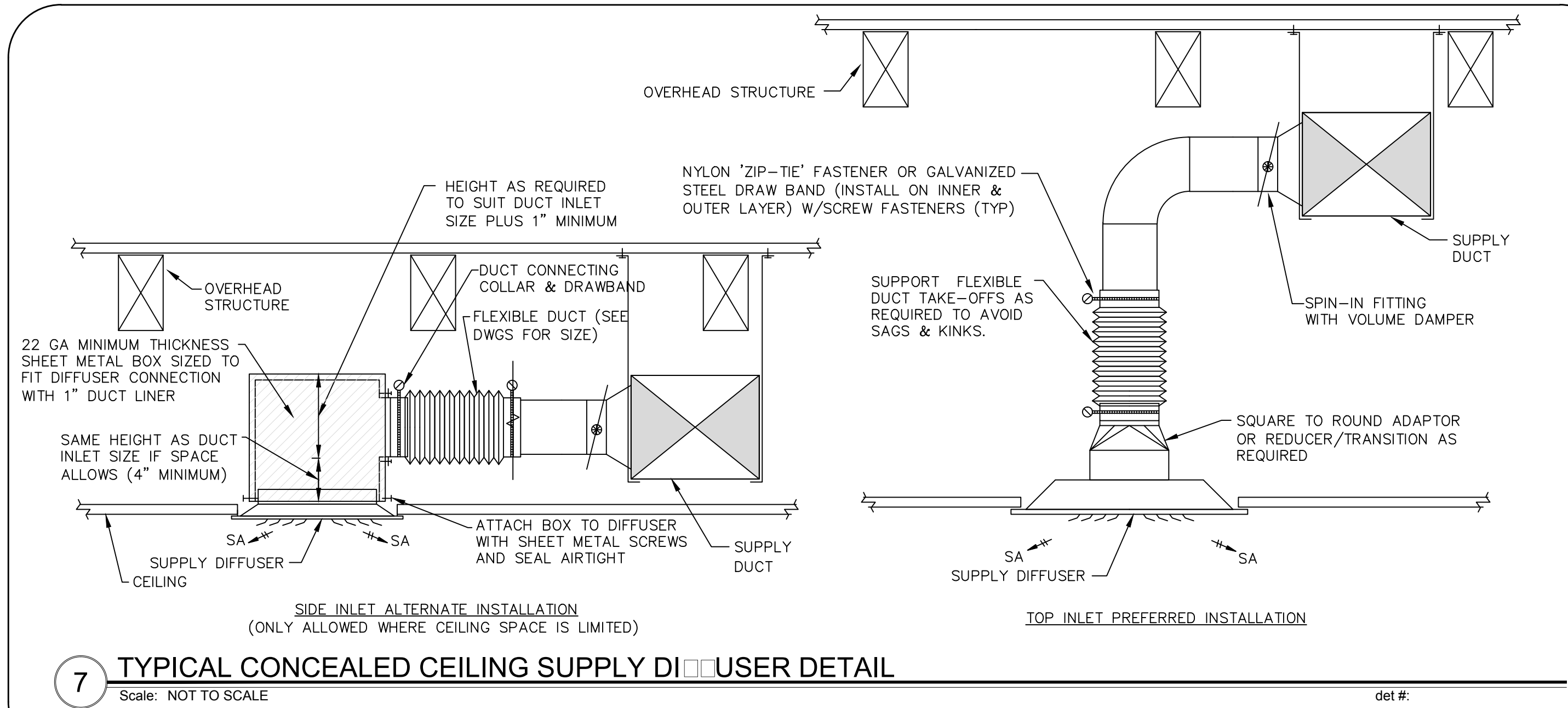
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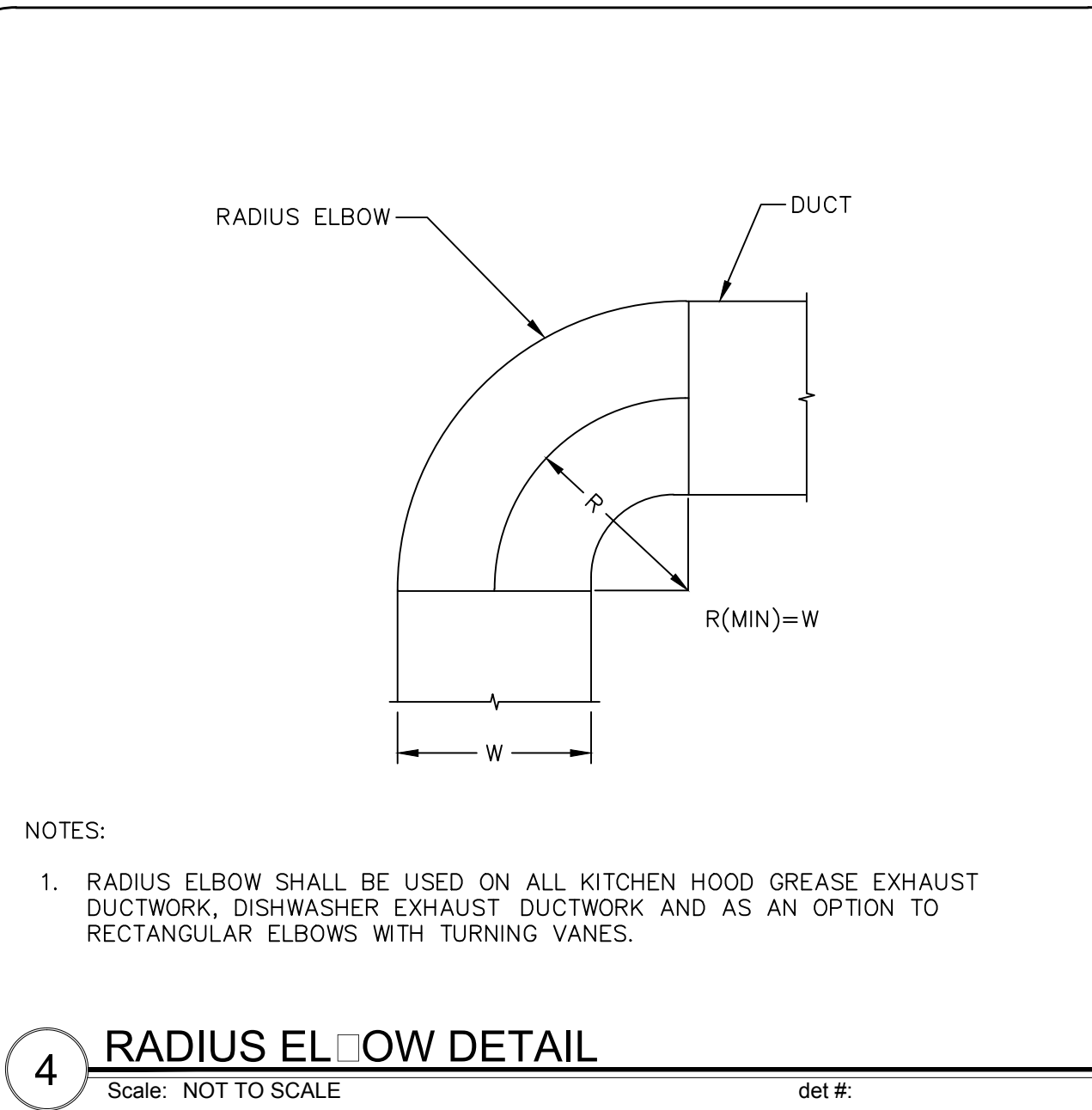
SECTIONS - HVAC

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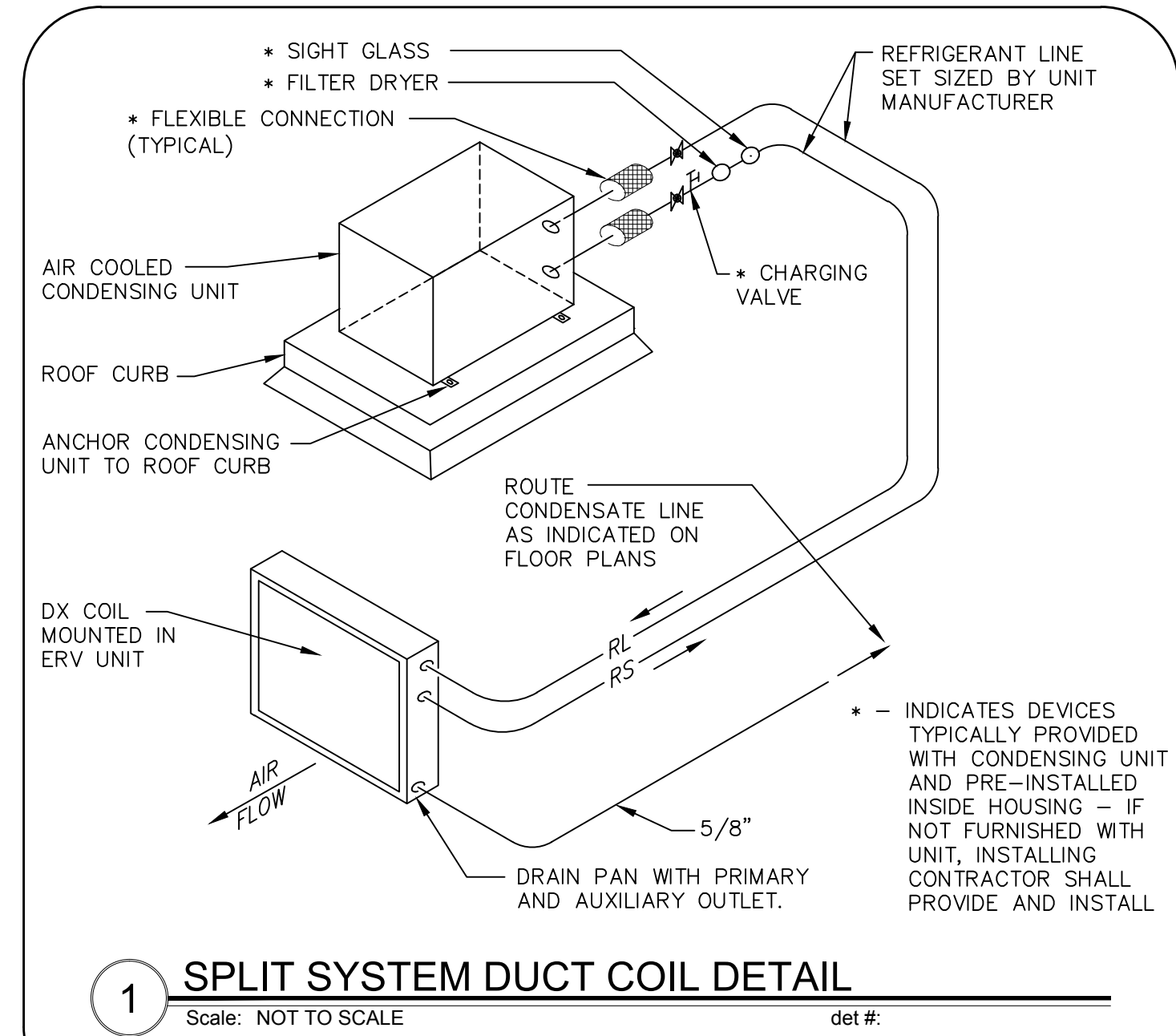
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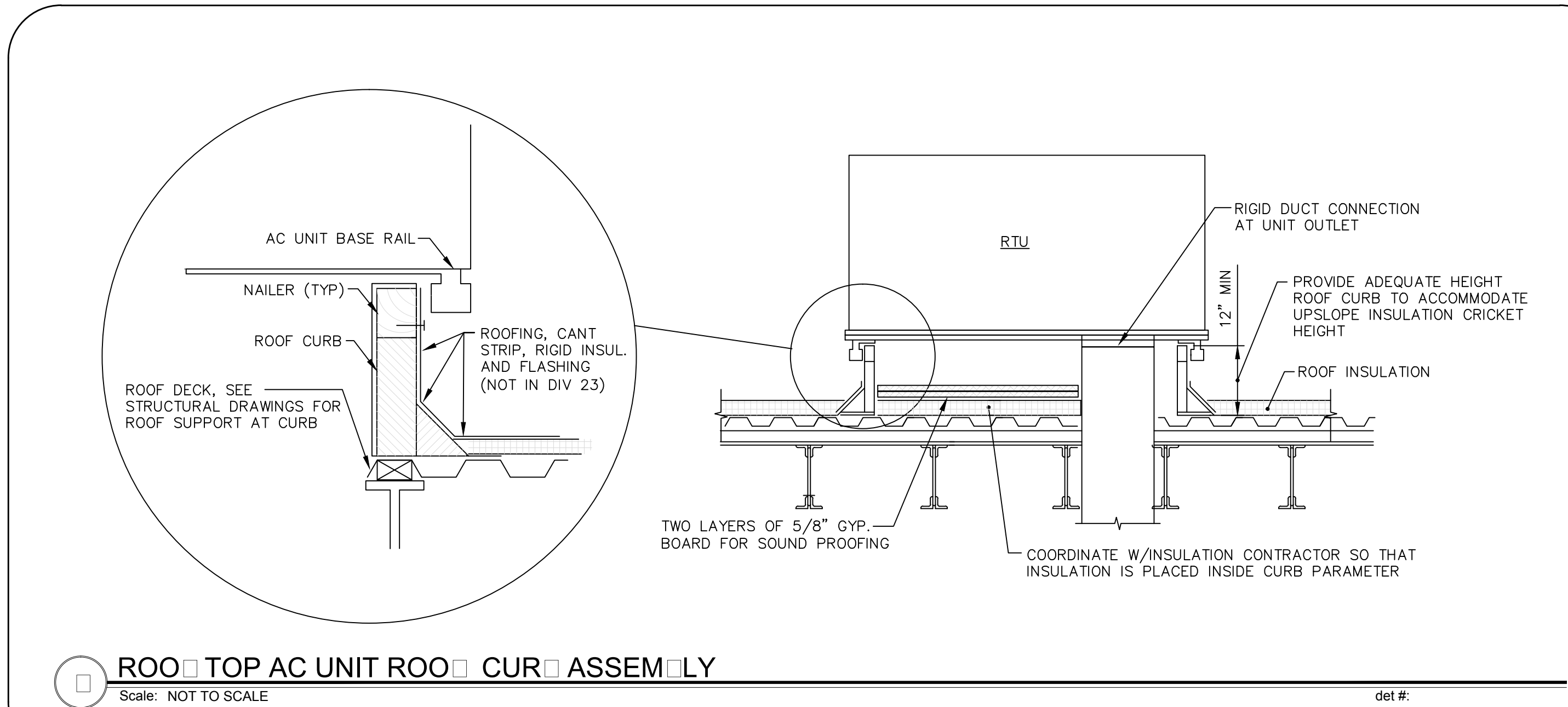
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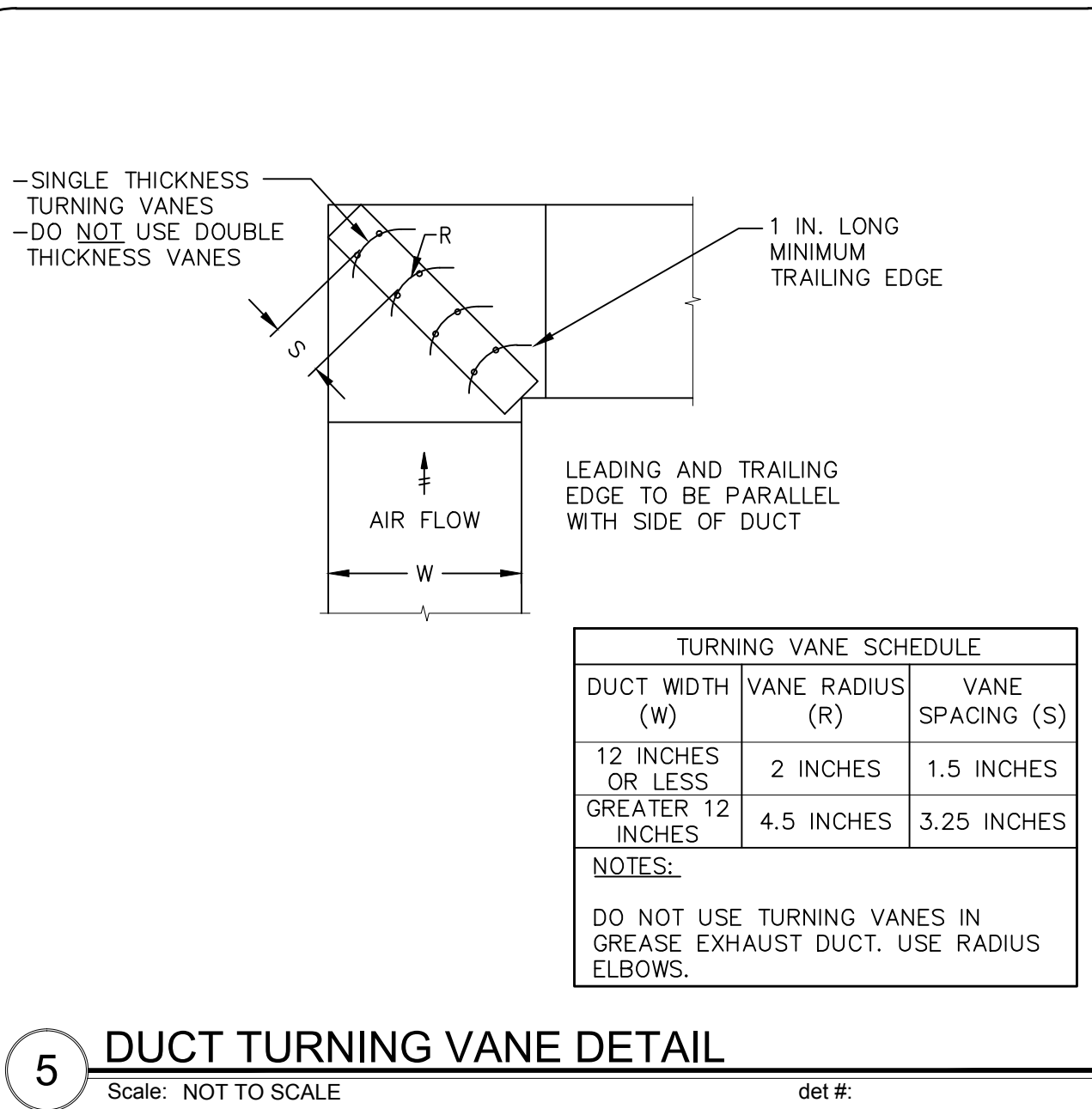
4 RADIUS ELBOW DETAIL
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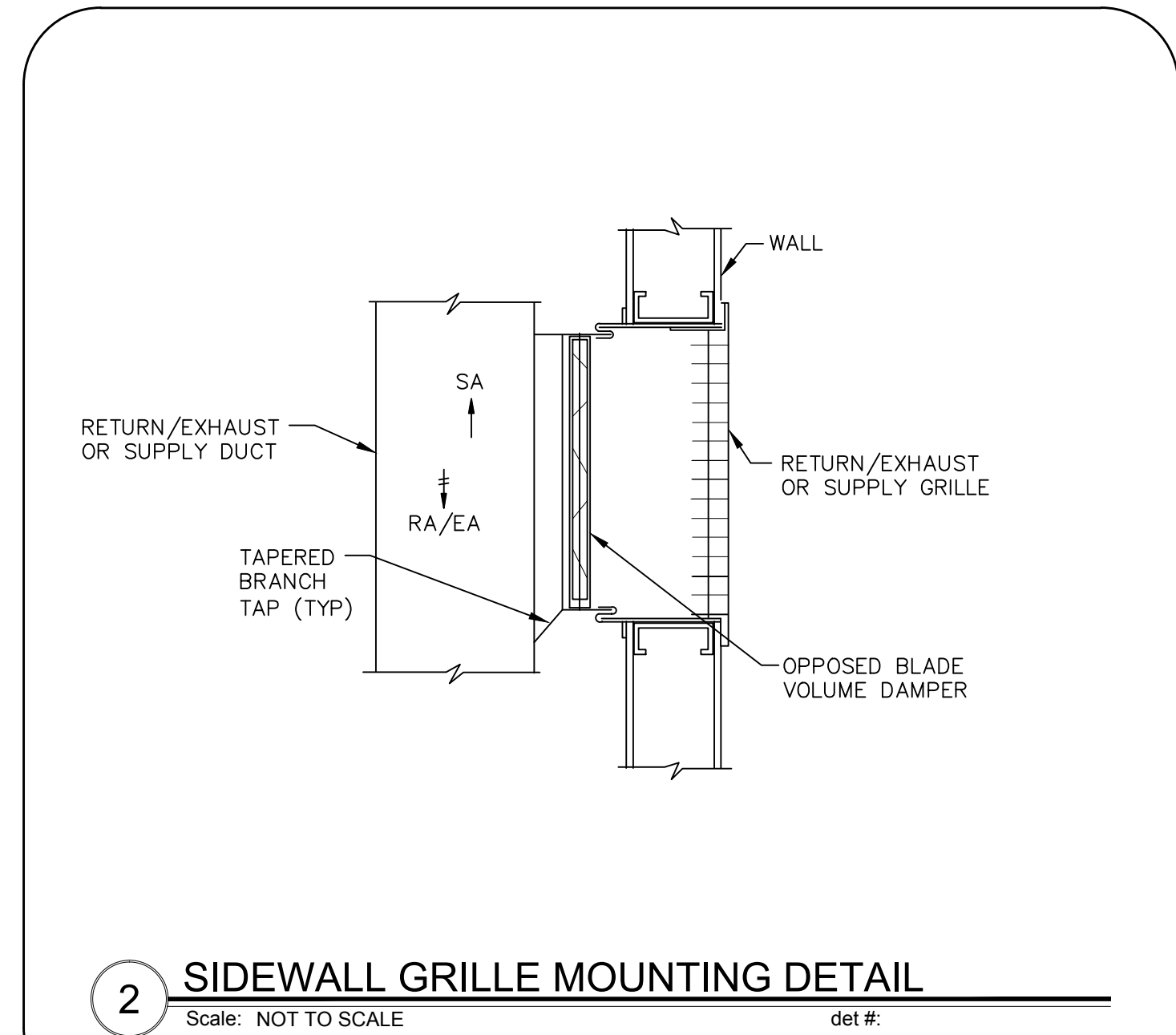
1 SPLIT SYSTEM DUCT COIL DETAIL
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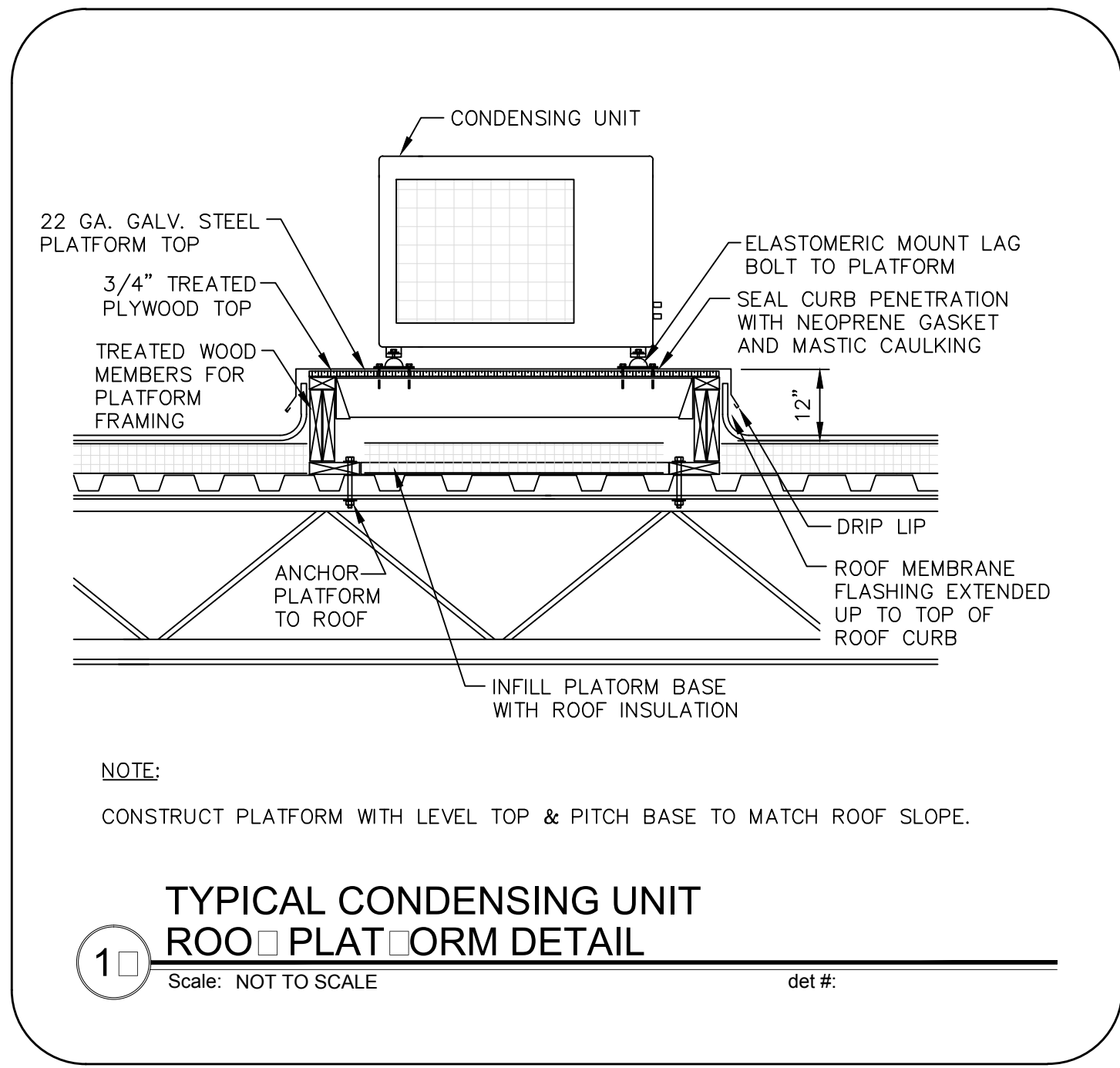
ROOF TOP AC UNIT ROOF CURB ASSEMBLY
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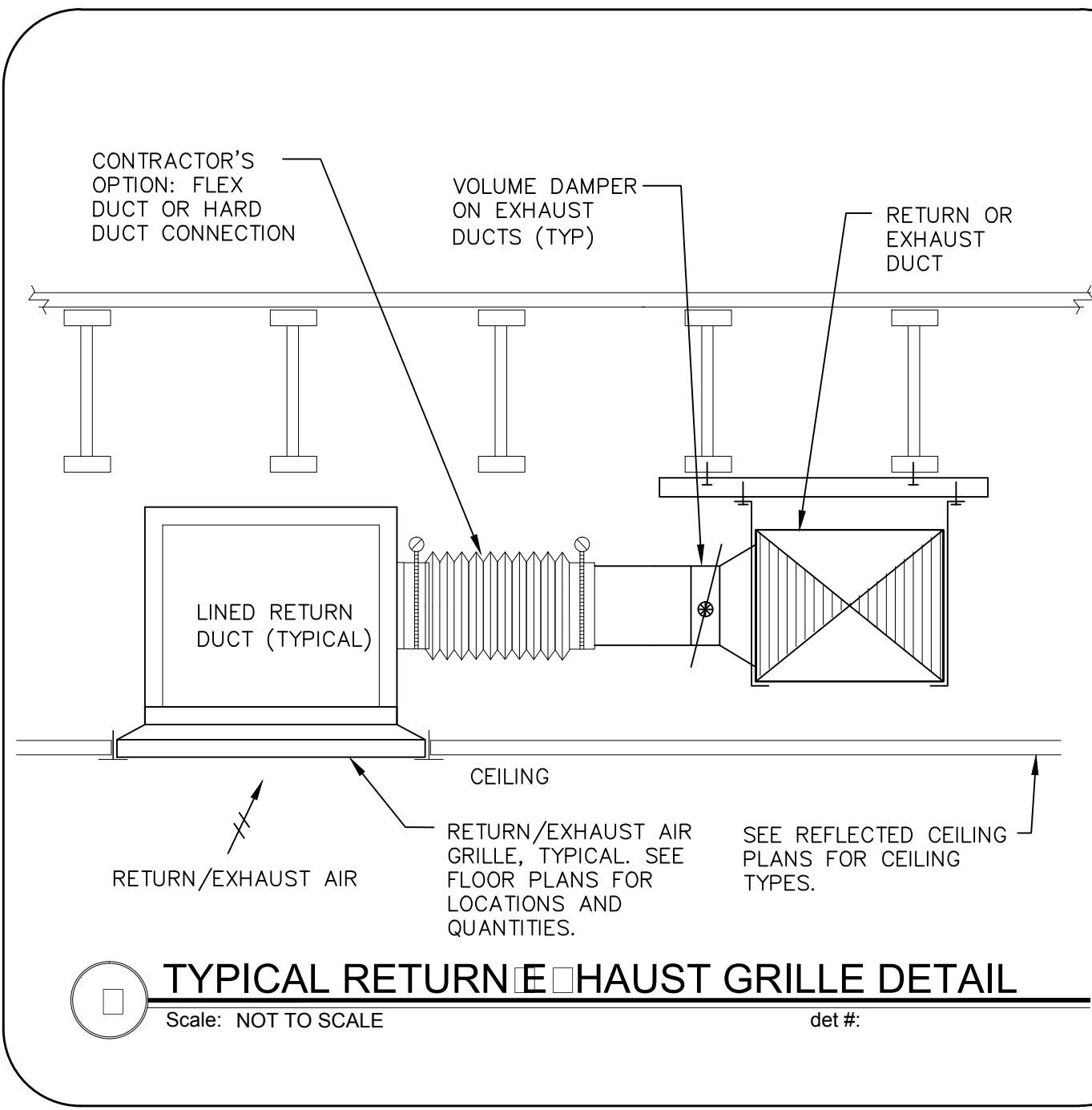
5 DUCT TURNING VANE DETAIL
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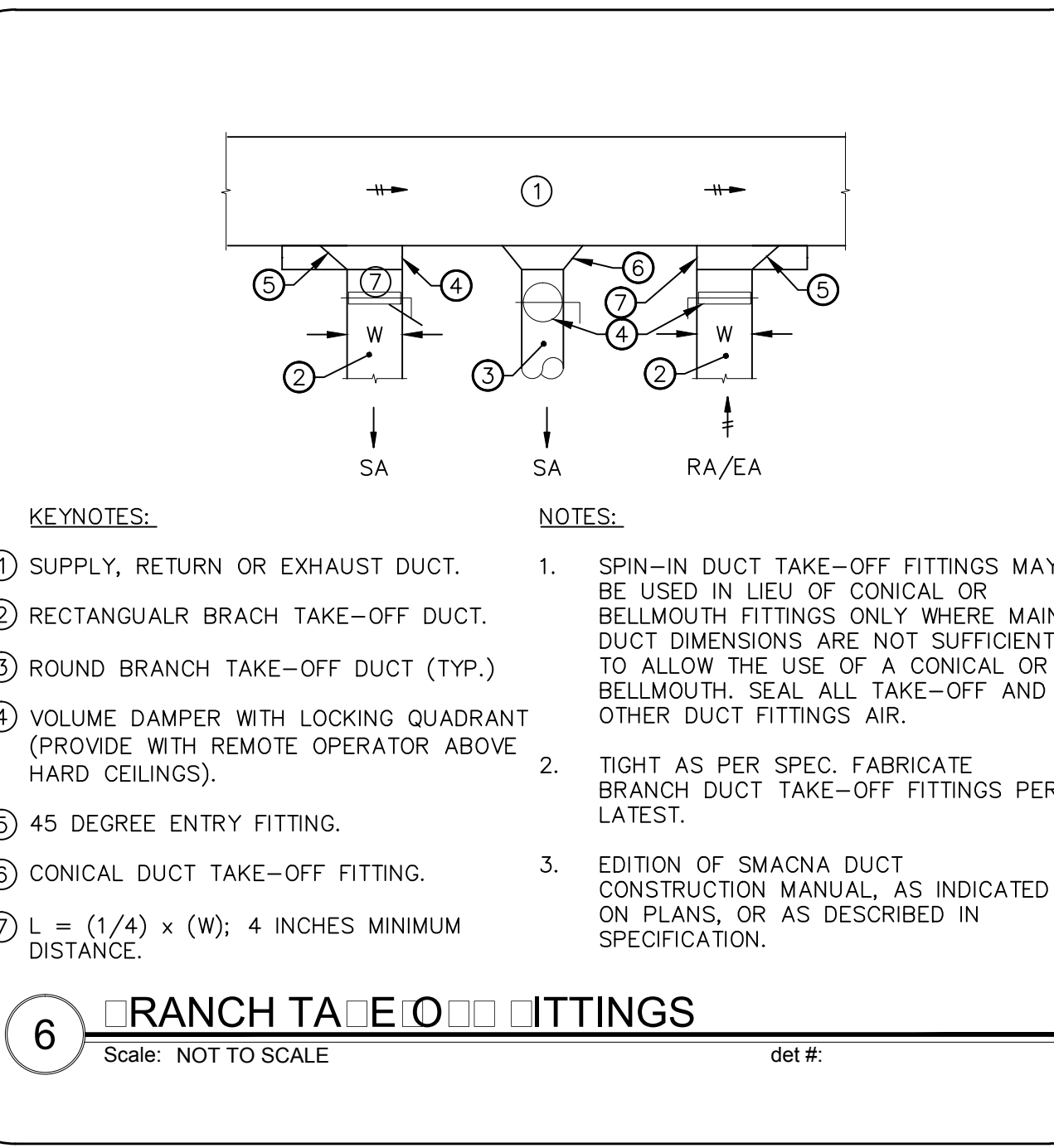
2 SIDEWALL GRILLE MOUNTING DETAIL
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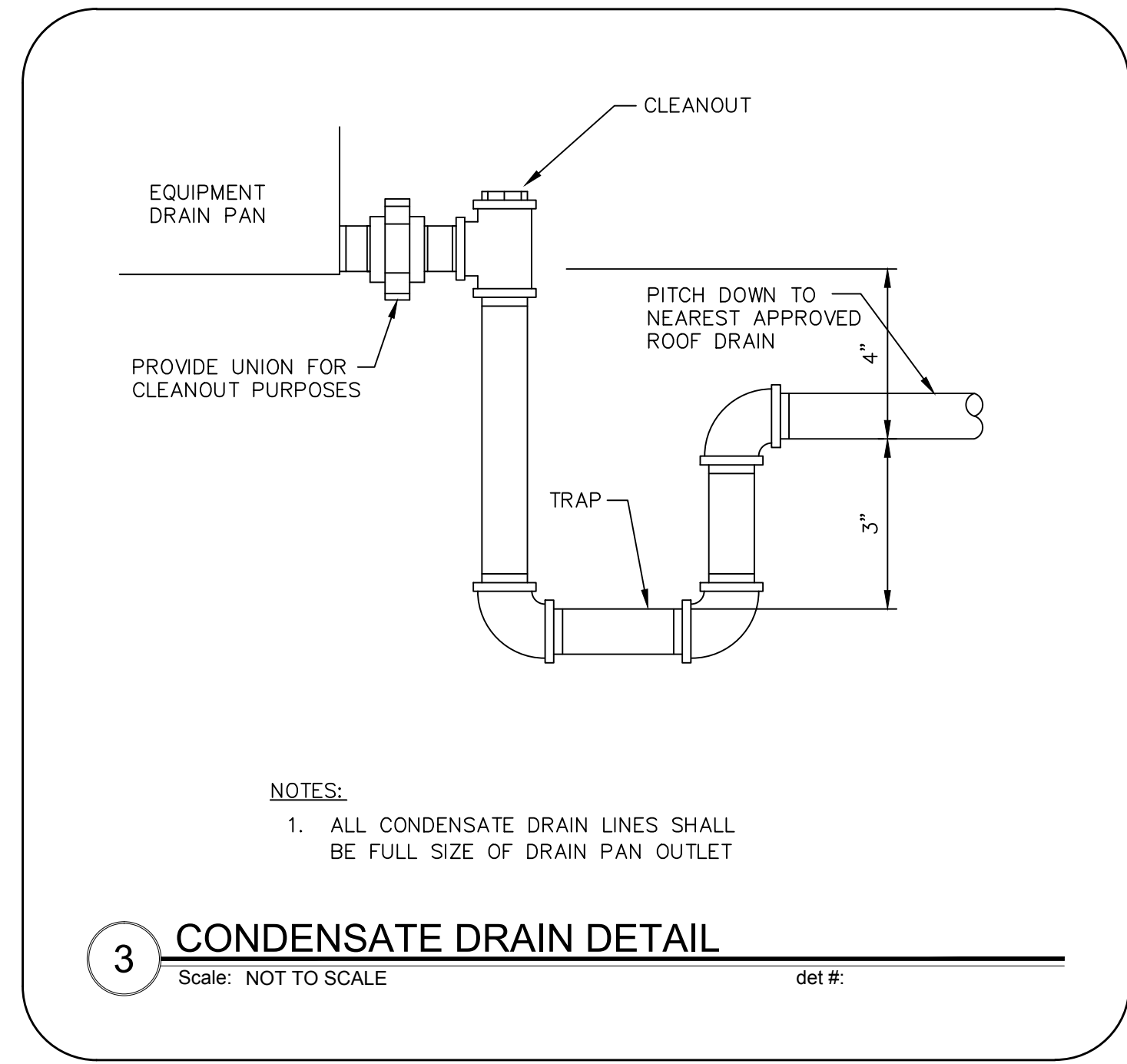
1 TYPICAL CONDENSING UNIT ROOF PLATFORM DETAIL
Scale: NOT TO SCALE



TYPICAL RETURN EXHAUST GRILLE DETAIL
Scale: NOT TO SCALE



6 BRANCH TAKE-OFF FITTINGS
Scale: NOT TO SCALE



3 CONDENSATE DRAIN DETAIL
Scale: NOT TO SCALE



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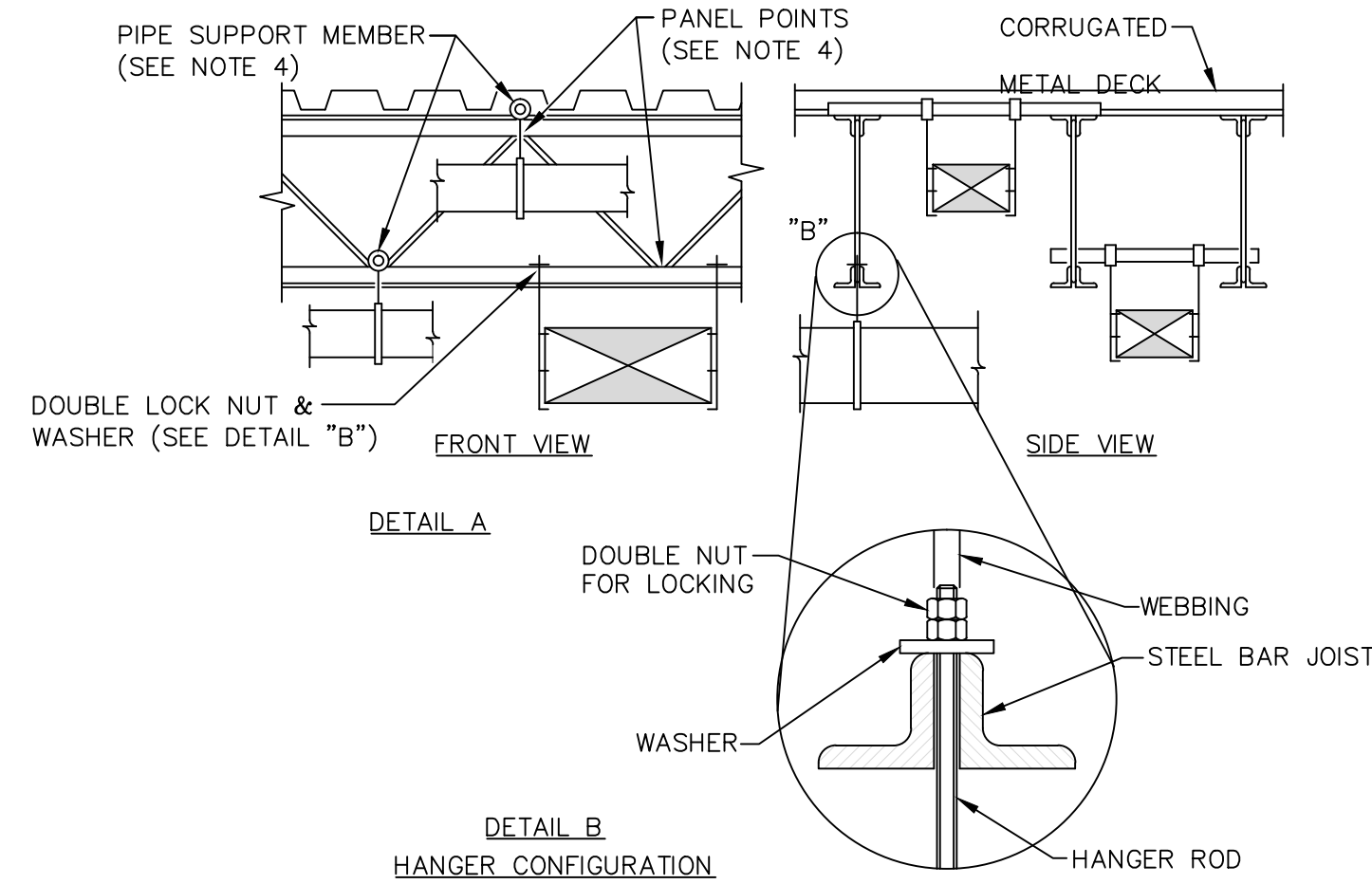
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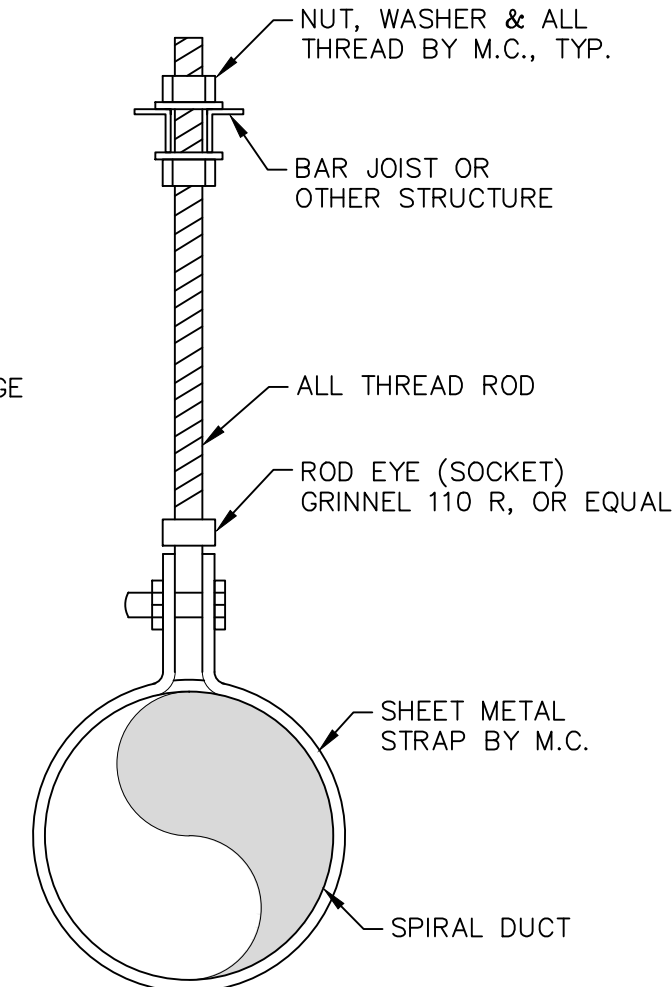
DETAILS - HVAC

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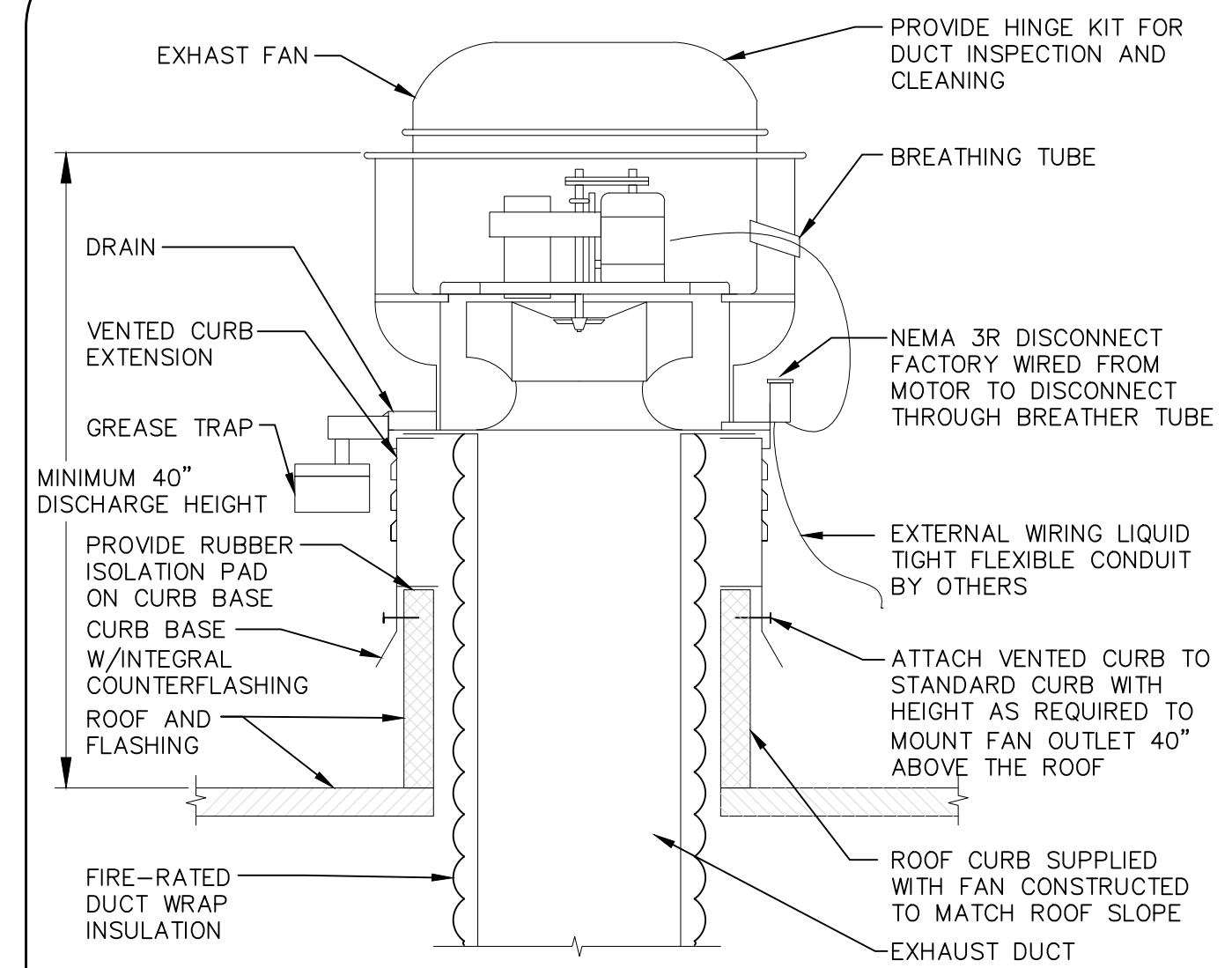
1. ALL DETAILS SHOWN SHALL BE SUBMITTED AS SHOP DRAWINGS AND SHALL BE REVIEWED BY THE REGISTERED STRUCTURAL ENGINEER.
2. WHERE POSSIBLE ALL HANGERS SHALL BE SUSPENDED FROM WF BEAMS IN LIEU OF FROM JOIST.
3. EQUIPMENT SHALL NOT BE HUNG FROM STEEL DECK OR FROM BRIDGING ANGLE.
4. HANGERS & SUPPORTING MEMBERS SUCH AS PIPES & UNISTRUT SHALL BE LOCATED AT PANEL POINTS OF JOIST & SHALL BE SUPPORTED BY BAR JOISTS & NOT DIRECTLY BY WEBBING; COORDINATE WITH STRUCTURAL ENGINEER.
5. THE SUM OF ALL BUILDING TRADES HANGER LOADS SHALL NOT EXCEED 250 LBS. PER JOIST. WHEN THIS MAXIMUM IS EXCEEDED A DETAIL OF PROPOSED METHOD OF HANGING SHALL BE SUBMITTED FOR APPROVAL.
6. THIS CONTRACTOR SHALL COORDINATE WITH ALL OTHER TRADES CONCERNED.
7. PROVIDE APPROVED TYPE PIPE OR CHANNEL MEMBERS TO SUPPORT DUCTWORK AND OTHER EQUIPMENT LOADS.
8. ECCENTRIC BEAM CLAMPS WILL NOT BE ALLOWED.
9. SEE STRUCTURAL DRAWINGS AND SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS AND CRITERIA.



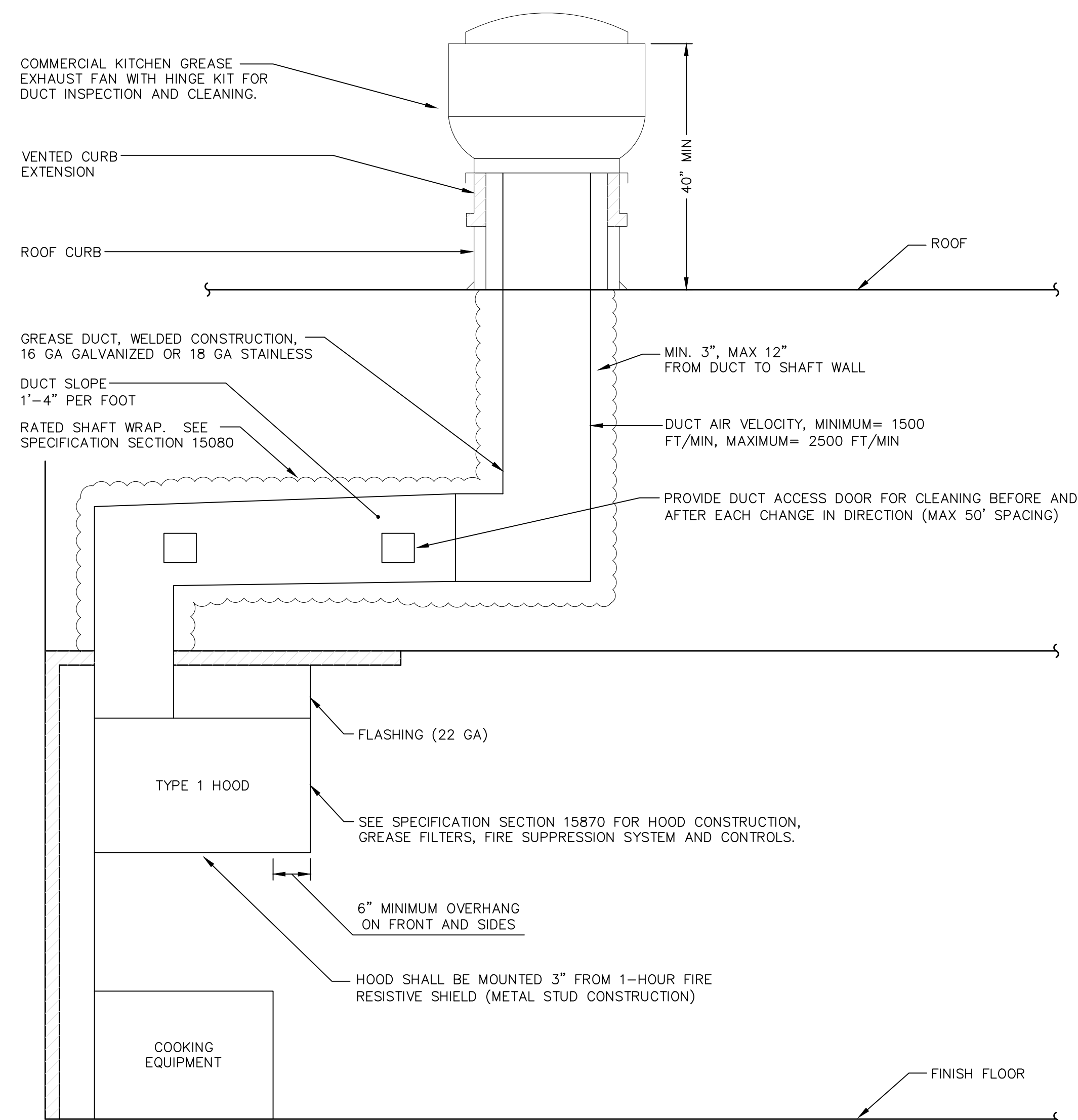
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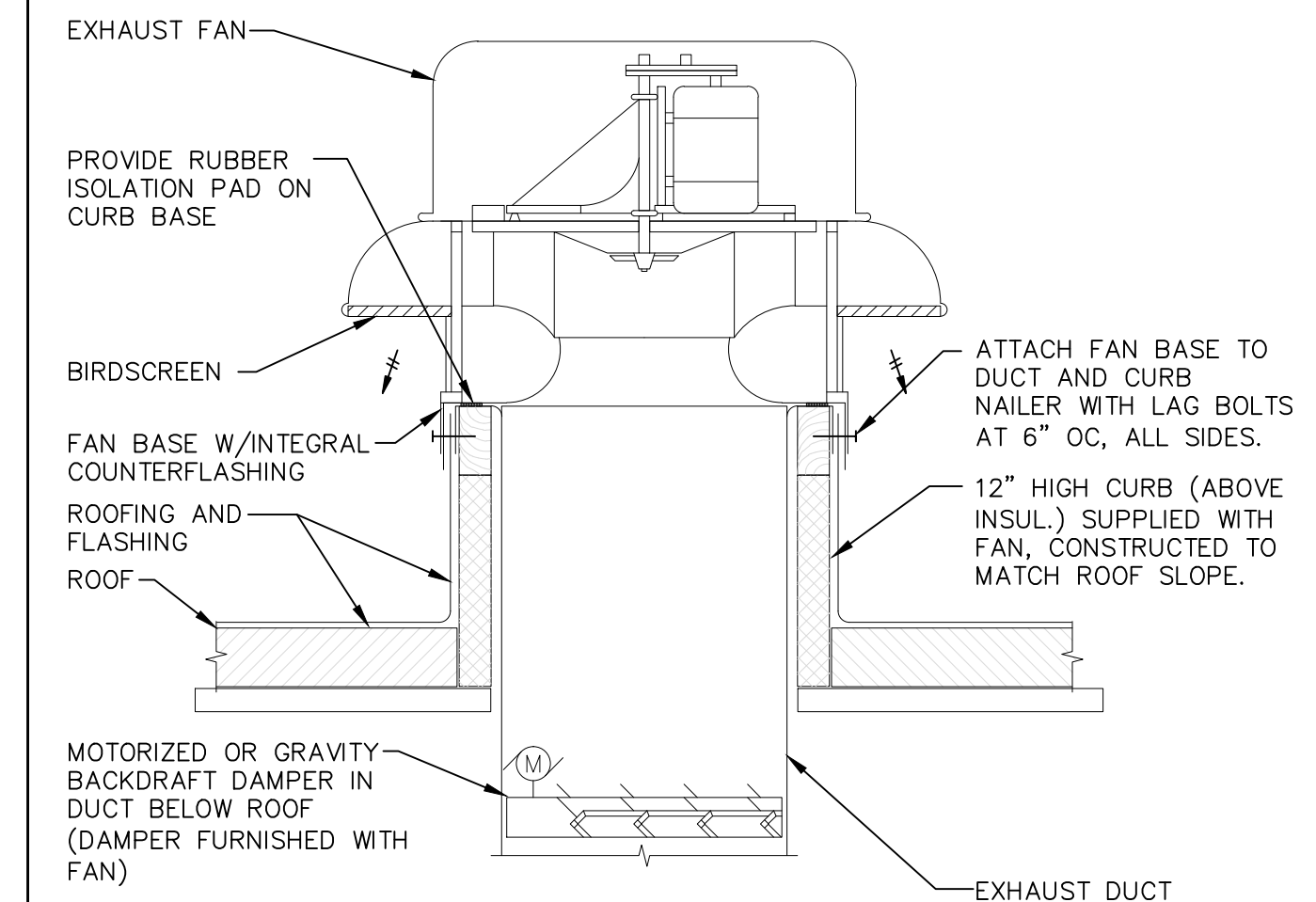
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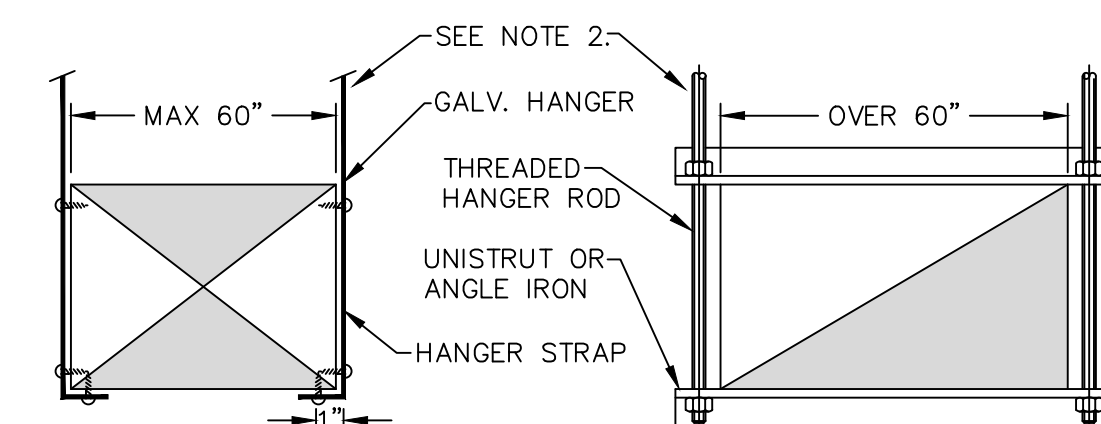
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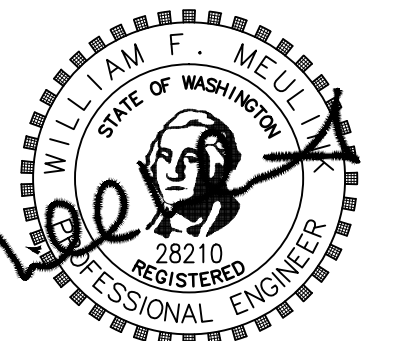


Scale: NOT TO SCALE



1. ON DUCTS OVER 48" WIDE, BOTTOM SHALL BE BRACED BY ANGLE. FOR CROSS SECTION AREA MORE THAN 8 SQ FT, DUCT SHALL BE BRACED BY ANGLES ON ALL FOUR SIDES.
2. SUPPORTS SHALL BE SPACED AND SIZED AS PER SMACNA.

Scale: NOT TO SCALE



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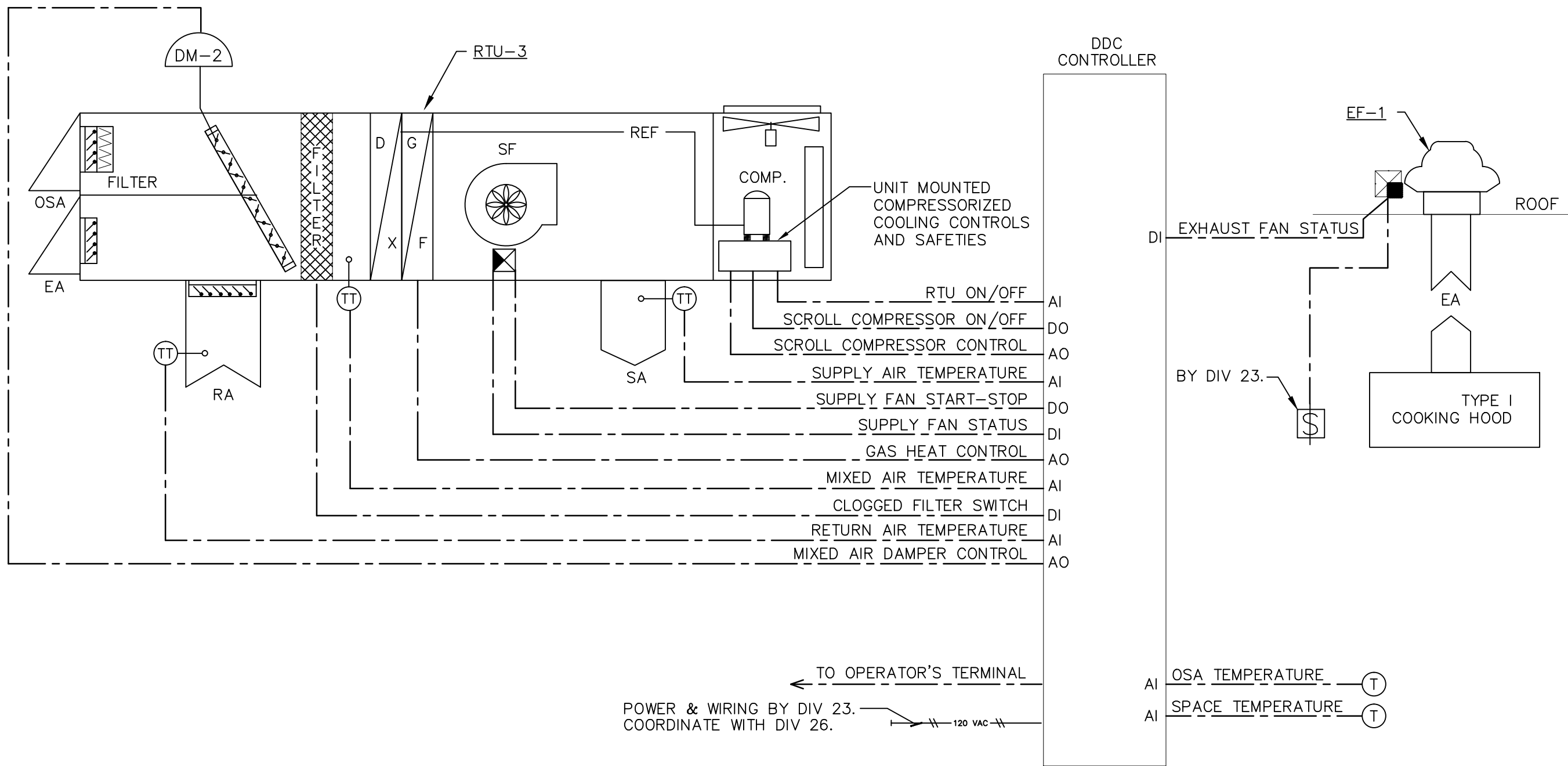
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DETAILS - HVAC

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SHEET NO.	

M4.02



SEQUENCE OF OPERATION

GENERAL:
THE ROOF-TOP UNIT SHALL PROVIDE HEATING, COOLING AND VENTILATION TO THE SPACE SERVED WITH CONSTANT VOLUME AIR FLOW.

OCCUPIED MODE:
THE ROOF TOP UNIT (RTU-3) SHALL OPERATE CONTINUOUSLY. THE ROOF TOP UNIT MIXED AIR DAMPERS SHALL MODULATE OPEN TO THEIR MINIMUM OUTSIDE AIR POSITION, AS BALANCED, TO MAINTAIN THE OSA CFM SCHEDULED ON THE DRAWINGS.

UPON ACTIVATION OF EF-1 THE ROOFTOP UNIT (RTU-3) OSA DAMPER SHALL MODULATE OPEN.

DURING THE OCCUPIED MODE THE SPACE TEMPERATURE SENSOR SHALL BE USED TO CONTROL THE LEAVING AIR TEMPERATURE OF THE UNIT. THE UNIT SHALL OPERATE TO MAINTAIN A SPACE TEMPERATURE AT 70°F HEATING AND 75°F COOLING (OR AS SET) AT THE SPACE TEMPERATURE SENSOR, WITH ITS GAS HEAT, DX COOLING AND ECONOMIZER/RELIEF AIR. AT SPACE TEMPERATURES BETWEEN 70°F AND 75°F, MECHANICAL HEATING AND COOLING SHALL BE LOCKED OUT.

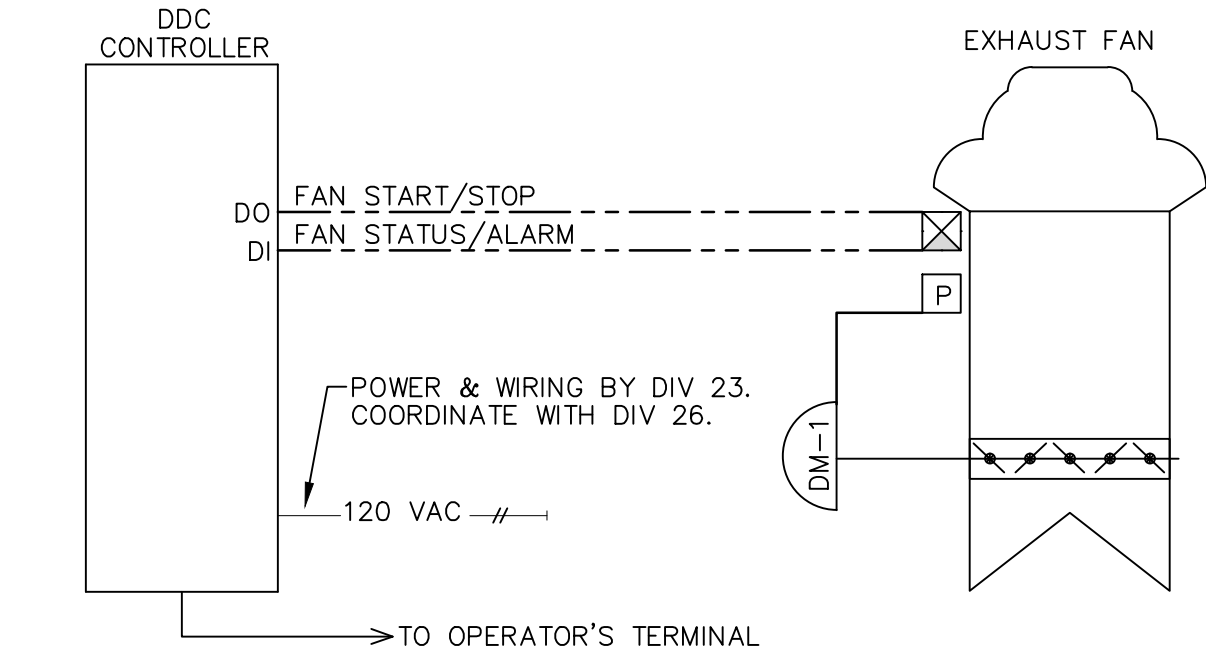
UPON A CALL FOR COOLING, WHEN THE OUTSIDE AIR TEMPERATURE IS BELOW THE RETURN AIR TEMPERATURE (ECONOMIZER MODE), THE OUTSIDE AIR DAMPERS SHALL MODULATE OPEN AND THE RETURN AIR DAMPERS SHALL MODULATE CLOSED TO MAINTAIN A MIXED AIR TEMPERATURE NO COLDER THAN 50 DEG. F. ON A FURTHER CALL FOR COOLING THE MECHANICAL DX COOLING SYSTEM SHALL BE ENERGIZED AND OPERATED THROUGH ITS OWN CAPACITY AND SAFETY CONTROLS TO MAINTAIN THE SPACE AT SETPOINT.

UPON A CALL FOR COOLING, WHEN THE OUTSIDE AIR TEMPERATURE IS WARMER THAN THE RETURN AIR TEMPERATURE, THE OUTSIDE AIR DAMPERS SHALL MODULATE TO THE MINIMUM OSA CFM SCHEDULED ON THE DRAWINGS (EXCEPT WHEN EXHAUST FAN(S) ARE ON). COOLING SHALL BE PROVIDED BY THE MECHANICAL DX COOLING SYSTEM.

UPON A CALL FOR HEATING, THE OUTSIDE AIR DAMPERS SHALL BE MAINTAINED AT THE MINIMUM OSA CFM SCHEDULED ON THE DRAWINGS (EXCEPT WHEN EXHAUST FAN(S) ARE ON). THE INDIRECT FIRED GAS HEATER SHALL BE ENERGIZED AND OPERATED UNDER ITS OWN CAPACITY AND SAFETIES TO MAINTAIN THE SPACE AT SETPOINT.

UNOCCUPIED MODE:
THE UNIT SHALL BE OFF AND THE OUTSIDE AIR DAMPER FULLY CLOSED. UPON A CALL TO MAINTAIN SETBACK ROOM TEMPERATURE SETPOINTS, THE UNIT SHALL TEMPORARILY CYCLE ON, WITH THE OUTSIDE AIR VENTILATION DAMPERS REMAINING CLOSED. ONCE THE ROOM TEMPERATURE IS SATISFIED, THE UNIT SHALL CYCLE OFF.

RTU-3
7 ROOFTOP UNIT CONTROL DIAGRAM
Scale: NOT TO SCALE det #:



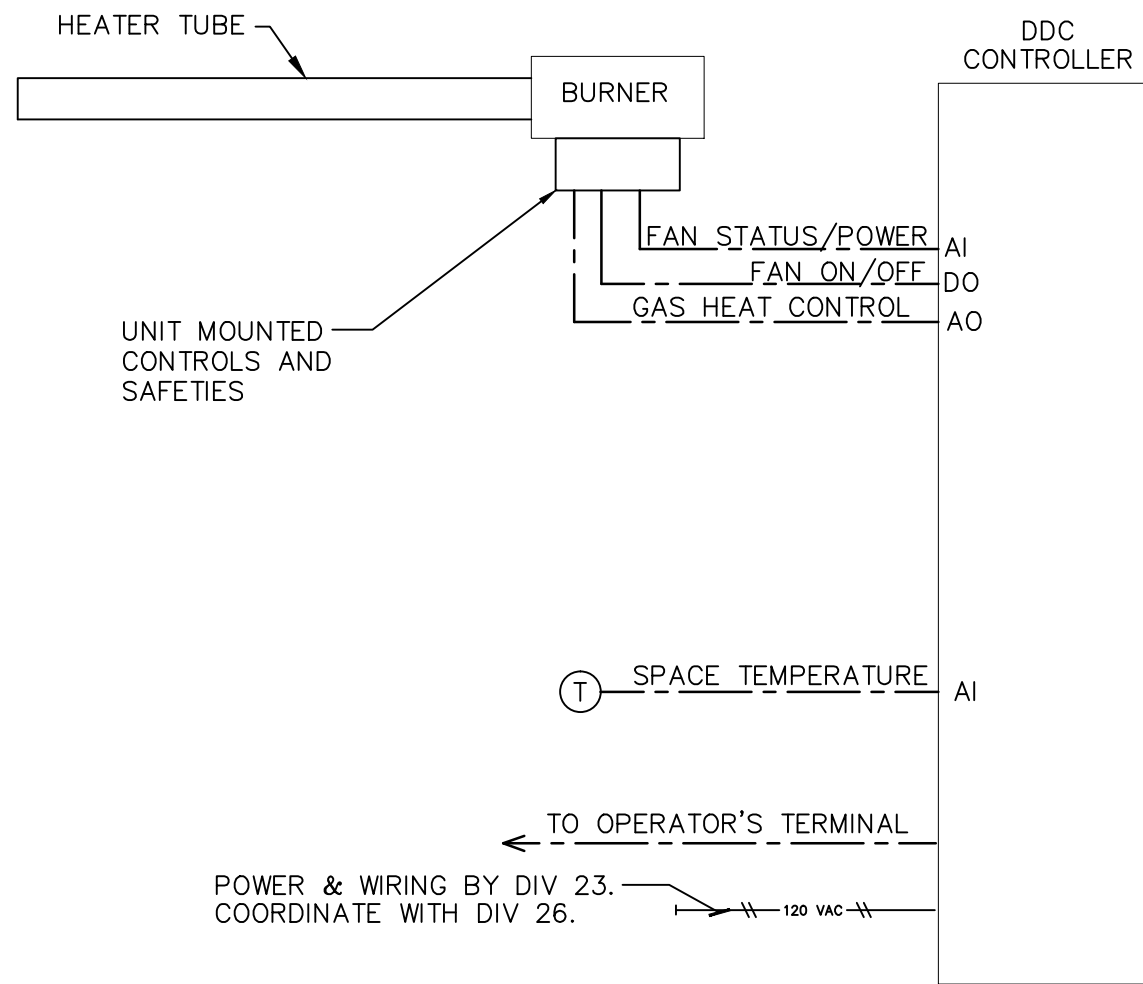
SEQUENCE OF OPERATION

THE EMCS SHALL INITIALIZE THE UNOCCUPIED AND OCCUPIED CYCLE FOR THE SYSTEM.

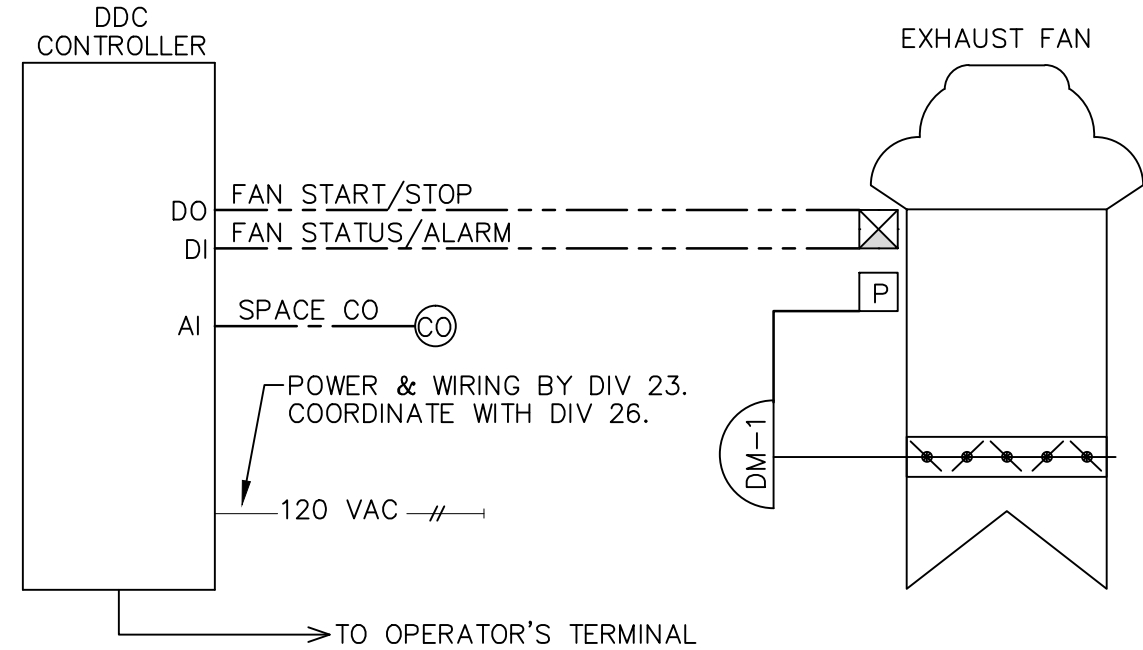
OCCUPIED CYCLE:
DAMPER (DM-1) SHALL OPEN AND THE FAN SHALL BE ON.

UNOCCUPIED CYCLE:
DAMPER (DM-1) SHALL CLOSE AND THE FAN SHALL BE OFF.

TYPICAL
4 EXHAUST FAN CONTROL DIAGRAM
Scale: NOT TO SCALE det #:



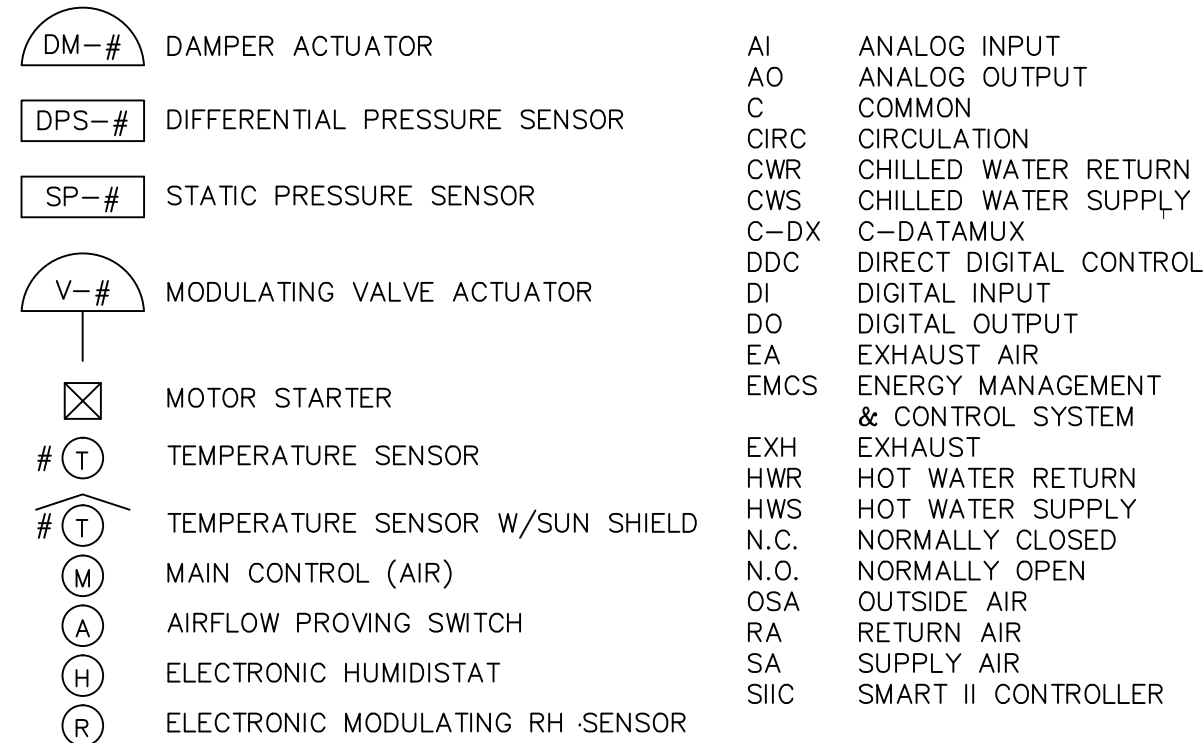
5 GAS-FIRED RADIANT HEATER CONTROL DIAGRAM
Scale: NOT TO SCALE det #:



SEQUENCE OF OPERATION

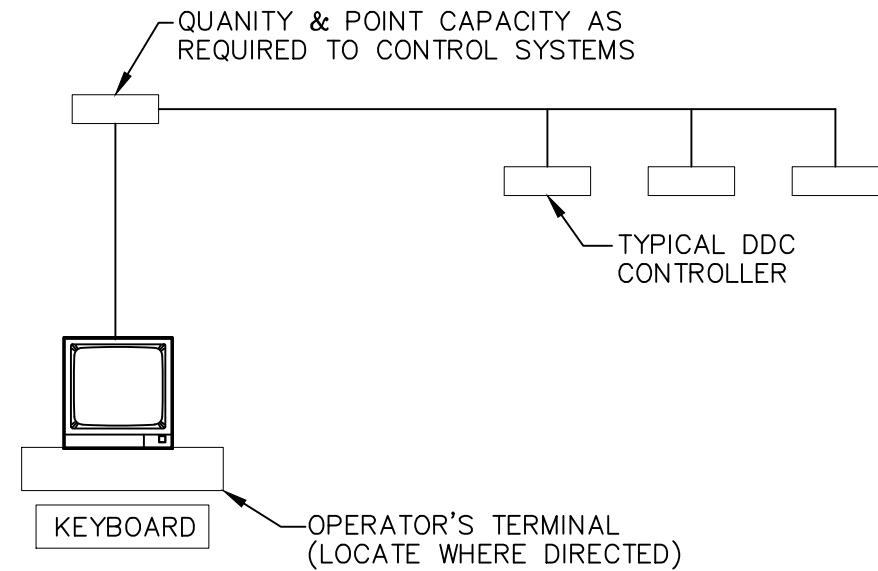
THE SPACE CO SENSOR SHALL MAINTAIN A MAXIMUM SPACE CO LEVEL OF NO GREATER THAN 10 PPM (OR AS SET). UPON LEVELS OF CO REACHING ABOVE 10 PPM, EF-8 SHALL ENERGIZE. WHEN CO LEVELS RETURN TO NORMAL, EF-8 SHALL DE-ENERGIZE.

6 EXHAUST FAN CONTROL DIAGRAM
Scale: NOT TO SCALE det #:



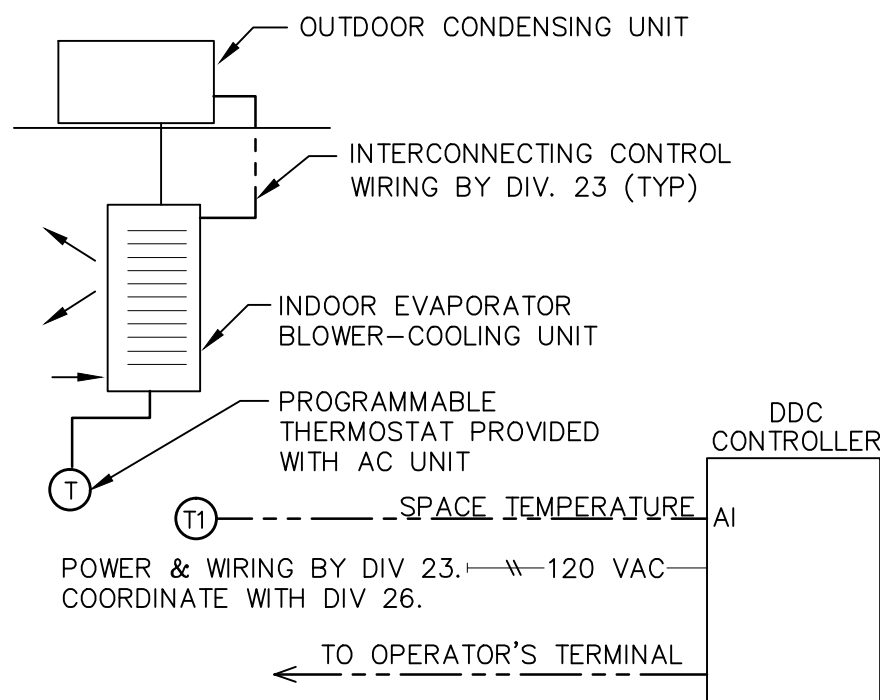
NOTE:
COORDINATE AND VERIFY OCCUPIED/UNOCCUPIED SCHEDULE FOR EACH UNIT OR SYSTEM WITH THE OWNER PRIOR TO PROGRAMMING.

1 TEMPERATURE CONTROL LEGEND
Scale: NOT TO SCALE det #:



NOTE:
SEVERAL OF THE CONTROL DIAGRAMS INDICATE A DDC CONTROLLER. THESE DIAGRAMS DO NOT ATTEMPT TO INDICATE THE QUANTITY, SIZE/TYPE OF DDC CONTROLLERS REQUIRED. DEPENDING ON CAPACITY IT MAY BE POSSIBLE TO SERVE SEVERAL SYSTEMS WITH A COMMON DDC CONTROLLER OR SOME SEQUENCES MAY REQUIRE MORE THAN ONE DDC CONTROLLER.

2 DIRECT DIGITAL CONTROL SYSTEM SCHEMATIC
Scale: NOT TO SCALE det #:



SEQUENCE OF OPERATION - SPLIT SYSTEM AC UNIT

THE PROGRAMMABLE ROOM THERMOSTAT, FURNISHED WITH THE AC UNIT, SHALL OPERATE THE INDOOR BLOWER UNIT TO PROVIDE COOLING TO THE SPACE TO MAINTAIN SETPOINT. PROVIDE INTERCONNECTING WIRING TO OUTDOOR UNIT. THE EMCS SHALL MONITOR THE SPACE TEMPERATURE..

3 SPLIT SYSTEM AIR CONDITIONER CONTROL DIAGRAM
Scale: NOT TO SCALE det #:



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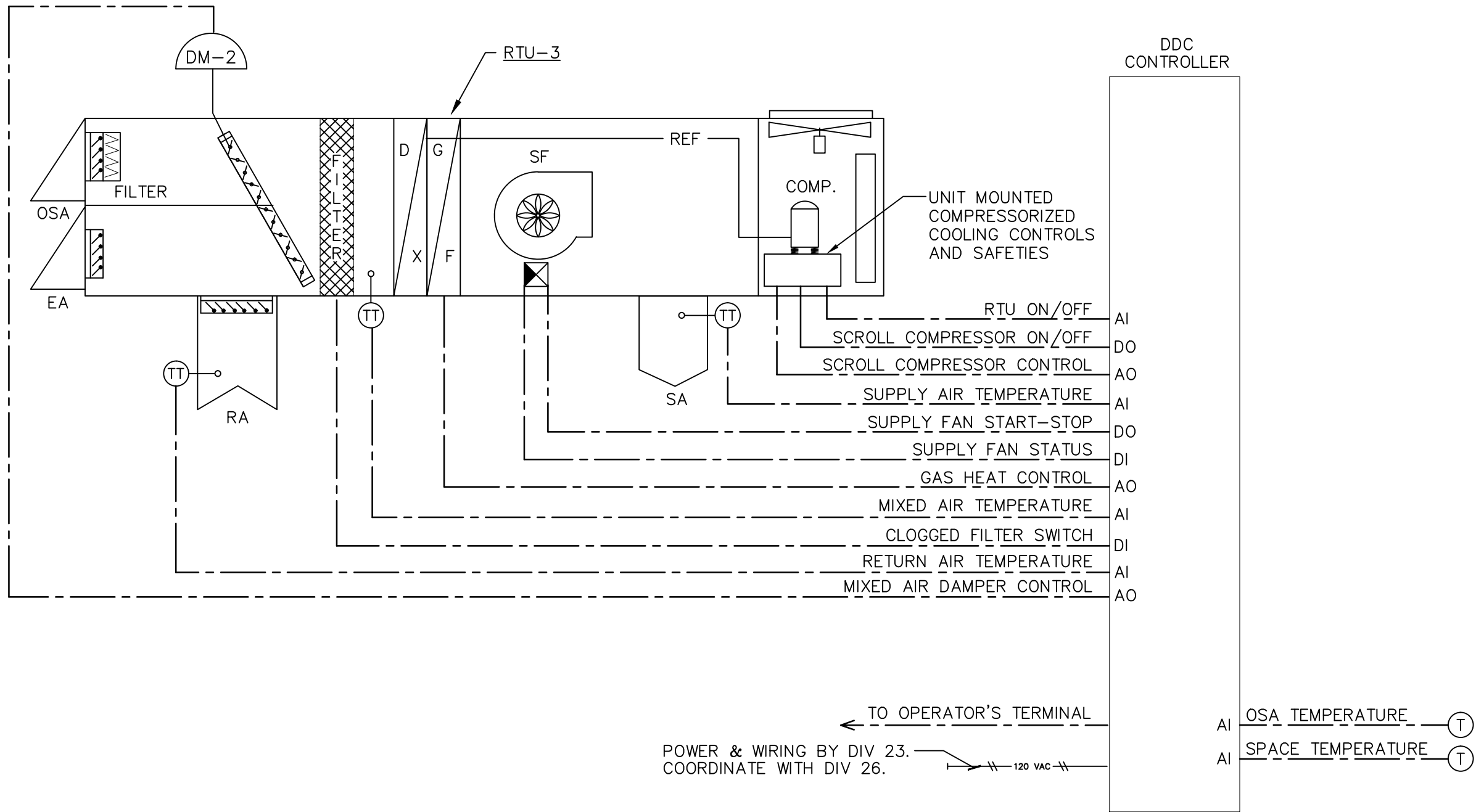
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RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON
TEMPERATURE CONTROL DIAGRAMS

PROJECT NO.	1425
DESIGNED BY	WFM
DRAWN BY	NAH
ISSUE DATE	08/22/2014
CHECKED BY	
PHASE	PERMIT SET
SHEET NO.	



SEQUENCE OF OPERATION

GENERAL:

THE ROOF-TOP UNIT SHALL PROVIDE HEATING, COOLING AND VENTILATION TO THE SPACE SERVED WITH CONSTANT VOLUME AIR FLOW.

OCCUPIED MODE:

THE ROOF TOP UNIT (RTU-3) SHALL OPERATE CONTINUOUSLY. THE ROOF TOP UNIT MIXED AIR DAMPERS SHALL MODULATE OPEN TO THEIR MINIMUM OUTSIDE AIR POSITION, AS BALANCED, TO MAINTAIN THE OSA CFM SCHEDULED ON THE DRAWINGS.

DURING THE OCCUPIED MODE THE SPACE TEMPERATURE SENSOR SHALL BE USED TO CONTROL THE LEAVING AIR TEMPERATURE OF THE UNIT. THE UNIT SHALL OPERATE TO MAINTAIN A SPACE TEMPERATURE AT 70°F HEATING AND 75°F COOLING (OR AS SET) AT THE SPACE TEMPERATURE SENSOR, WITH ITS GAS HEAT, DX COOLING AND ECONOMIZER/RELIEF AIR. AT SPACE TEMPERATURES BETWEEN 70°F AND 75°F, MECHANICAL HEATING AND COOLING SHALL BE LOOKED OUT.

UPON A CALL FOR COOLING, WHEN THE OUTSIDE AIR TEMPERATURE IS BELOW THE RETURN AIR TEMPERATURE (ECONOMIZER MODE), THE OUTSIDE AIR DAMPERS SHALL MODULATE OPEN AND THE RETURN AIR DAMPERS SHALL MODULATE CLOSED TO MAINTAIN A MIXED AIR TEMPERATURE NO COLDER THAN 50 DEG. F. ON A FURTHER CALL FOR COOLING THE MECHANICAL DX COOLING SYSTEM SHALL BE ENERGIZED AND OPERATED THROUGH ITS OWN CAPACITY AND SAFETY CONTROLS TO MAINTAIN THE SPACE AT SETPOINT.

UPON A CALL FOR COOLING, WHEN THE OUTSIDE AIR TEMPERATURE IS WARMER THAN THE RETURN AIR TEMPERATURE, THE OUTSIDE AIR DAMPERS SHALL MODULATE TO THE MINIMUM OSA CFM SCHEDULED ON THE DRAWINGS (EXCEPT WHEN EXHAUST FAN(S) ARE ON). COOLING SHALL BE PROVIDED BY THE MECHANICAL DX COOLING SYSTEM.

UPON A CALL FOR HEATING, THE OUTSIDE AIR DAMPERS SHALL BE MAINTAINED AT THE MINIMUM OSA CFM SCHEDULED ON THE DRAWINGS (EXCEPT WHEN EXHAUST FAN(S) ARE ON). THE INDIRECT FIRED GAS HEATER SHALL BE ENERGIZED AND OPERATED UNDER ITS OWN CAPACITY AND SAFETIES TO MAINTAIN THE SPACE AT SETPOINT.

UNOCCUPIED MODE:

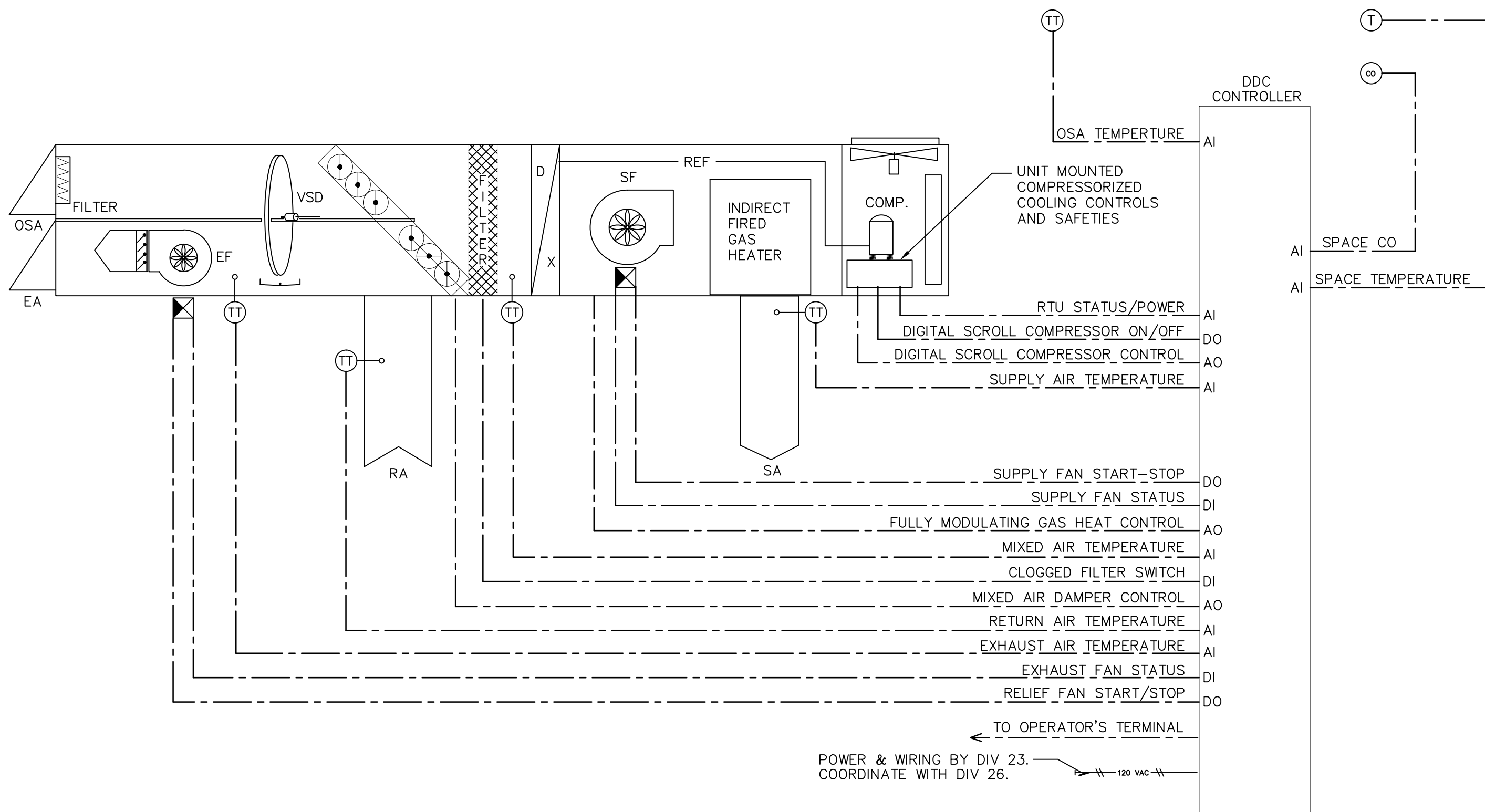
THE UNIT SHALL BE OFF AND THE OUTSIDE AIR DAMPER FULLY CLOSED. UPON A CALL TO MAINTAIN SETBACK ROOM TEMPERATURE SETPOINTS, THE UNIT SHALL TEMPORARILY CYCLE ON, WITH THE OUTSIDE AIR VENTILATION DAMPERS REMAINING CLOSED. ONCE THE ROOM TEMPERATURE IS SATISFIED, THE UNIT SHALL CYCLE OFF.

TYPICAL ROOFTOP UNIT CONTROL DIAGRAM

6

Scale: NOT TO SCALE

det #:



SEQUENCE OF OPERATION - RTU-4 DORM UNIT

GENERAL:

THE ROOF-TOP UNITS WITH INTEGRAL HEAT RECOVERY SHALL PROVIDE HEATING, COOLING AND VENTILATION TO THE SPACES SERVED WITH CONSTANT VOLUME AIR FLOW.

OCCUPIED MODE:

THE UNIT SUPPLY AIR FAN SHALL OPERATE CONTINUOUSLY.

THE SPACE CO SENSOR SHALL MAINTAIN A MAXIMUM SPACE CO LEVEL OF NO GREATER THAN 10 PPM (OR AS SET). UPON LEVELS OF CO REACHING ABOVE 10 PPM, EF-8 SHALL ENERGIZE, AND RTU-4 SHALL INCREASE VENTILATION TO HIGHER CFM SHOWN ON SCHEDULE. WHEN CO LEVELS RETURN TO NORMAL, EF-8 SHALL DE-ENERGIZE AND RTU-4 SHALL RETURN TO MINIMUM VENTILATION.

DURING THE OCCUPIED MODE THE RETURN AIR TEMPERATURE SENSOR SHALL BE USED TO CONTROL THE HEATING AND COOLING OPERATION OF THE UNIT. THE UNIT SHALL OPERATE TO MAINTAIN A TEMPERATURE AT 70°F HEATING AND 75°F COOLING (OR AS SET) AT THE RETURN AIR SENSOR, WITH ITS GAS HEAT, DX COOLING AND ECONOMIZER/RELIEF AIR.

UPON A CALL FOR COOLING, WHEN THE OUTSIDE AIR TEMPERATURE IS BELOW THE RETURN AIR TEMPERATURE (ECONOMIZER MODE), THE OUTSIDE AIR DAMPERS SHALL MODULATE OPEN AND THE RETURN AIR DAMPERS SHALL MODULATE CLOSED TO MAINTAIN A MIXED AIR TEMPERATURE NO COLDER THAN 50 DEG. F. ON A FURTHER CALL FOR COOLING THE MECHANICAL DX COOLING SYSTEM SHALL BE ENERGIZED AND OPERATED THROUGH ITS OWN CAPACITY AND SAFETY CONTROLS TO MAINTAIN THE SPACE AT SETPOINT. AS THE AMOUNT OF OUTSIDE AIR VOLUME INCREASES BEYOND 50% (OR AS SET) OF TOTAL SUPPLY AIR, THE EXHAUST AIR FAN SHALL BE ENERGIZED.

UPON A CALL FOR COOLING, WHEN THE OUTSIDE AIR TEMPERATURE IS WARMER THAN THE RETURN AIR TEMPERATURE, THE OUTSIDE AIR DAMPERS SHALL MODULATE TO THE MINIMUM POSITION AS DETERMINED BY THE CO2 SENSOR UNDER DEMAND CONTROL VENTILATION MODE. COOLING SHALL BE PROVIDED BY THE MECHANICAL DX COOLING SYSTEM.

UPON A CALL FOR HEATING, THE OUTSIDE AIR DAMPERS SHALL BE MAINTAINED AT THE MINIMUM POSITION AS DETERMINED BY THE CO2 SENSOR UNDER DEMAND CONTROL VENTILATION MODE. THE INDIRECT FIRED GAS HEATER SHALL BE ENERGIZED AND OPERATED UNDER ITS OWN CAPACITY AND SAFTIES TO MAINTAIN THE SPACE AT SETPOINT.

HEAT RECOVERY WHEEL OPERATION

DURING THE OCCUPIED MODE THE HEAT RECOVERY WHEEL SHALL OPERATE TO TEMPER THE INCOMING OUTSIDE AIR TEMPERATURE AS FOLLOWS:

COOLING MODE:

OUTSIDE AIR TEMP. BETWEEN 55 & 75 DEG. F.- THE HR WHEEL SHALL STOP ROTATION TO AVOID RECOVERING EXHAUST AIR HEAT AND THE UNIT SHALL PROVIDE ECONOMIZER COOLING.

OUTSIDE AIR TEMP. BELOW 55 DEG. F - THE HR WHEEL SHALL ROTATE TO RECOVER EXHAUST AIR ENERGY (HEAT) AND MAINTAIN A HR WHEEL LAT OF 55 DEG. F. (PRE-HEATING)

OUTSIDE AIR TEMP. ABOVE 75 DEG. F - THE HR WHEEL SHALL ROTATE TO RECOVER EXHAUST AIR ENERGY (COOLING) AND MAINTAIN A HR WHEEL LAT TEMPERATURE AS COLD AS POSSIBLE (PRE-COOLING).

HEATING MODE:

ANY OUTSIDE AIR TEMP. - THE HR WHEEL SHALL ROTATE TO RECOVER EXHAUST AIR ENERGY (HEATING) TO MAXIMIZE THE HR WHEEL LAT TEMPERATURE (PRE-HEATING).

DEFROST MODE:

WHENEVER THE HR WHEEL EXHAUST LAT FALLS BELOW 32 DEG. F. FROSTING MAY BE OCCURRING ON THE HUMID, EXHAUST AIR PART OF THE HR WHEEL, DUE TO THE TRANSFER OF COLD ENERGY FROM THE INCOMING OUTSIDE AIR STREAM. TO PREVENT FROST BUILDUP, THE HR WHEEL ROTATION SPEED SHALL BE REDUCED, TO MODERATE THE HEAT RECOVERY AFFECT, TO LIMIT THE EXHAUST AIR LAT TO NO LOWER THAN 32 DEG. F.

UNOCCUPIED MODE:

THE UNIT CONTROL SHALL REVERT TO THE SPACE MOUNTED TEMPERATURE SENSOR DURING THE UNOCCUPIED MODE. THE UNIT SHALL BE OFF AND THE OUTSIDE AIR DAMPERS FULLY CLOSED. UPON A CALL TO MAINTAIN SETBACK ROOM TEMPERATURE SETPOINTS, THE UNIT SHALL TEMPORARILY CYCLE ON, WITH THE OUTSIDE AIR VENTILATION DAMPERS REMAINING CLOSED. ONCE THE ROOM TEMPERATURE IS SATISFIED, THE UNIT SHALL CYCLE OFF.

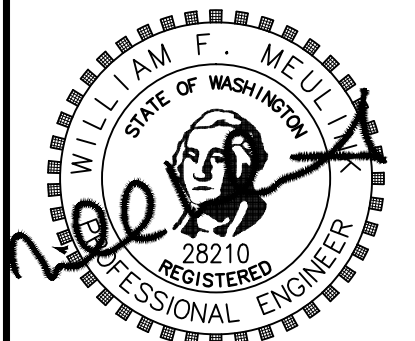
RTU-4 ROOFTOP UNIT CONTROL DIAGRAM

6

Scale: NOT TO SCALE

det #:

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RICHLAND FIRE STATION #74
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CITY OF RICHLAND, WASHINGTON

TEMPERATURE CONTROL DIAGRAMS

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DRAWN BY	NAH
ISSUE DATE	08/22/2014
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M5.02

SEQUENCE OF OPERATION — RTU-4 DORM UNIT

GENERAL:

THE ROOF-TOP UNITS WITH INTEGRAL HEAT RECOVERY SHALL PROVIDE HEATING, COOLING AND VENTILATION TO THE SPACES SERVED WITH CONSTANT VOLUME AIR FLOW.

OCCUPIED MODE:

THE UNIT SUPPLY AIR FAN SHALL OPERATE CONTINUOUSLY.

DURING THE OCCUPIED MODE THE RETURN AIR TEMPERATURE SENSOR SHALL BE USED TO CONTROL THE HEATING AND COOLING OPERATION OF THE UNIT. THE UNIT SHALL OPERATE TO MAINTAIN A TEMPERATURE AT 70°F HEATING AND 75°F COOLING (OR AS SET) AT THE RETURN AIR SENSOR, WITH ITS GAS HEAT, DX COOLING AND ECONOMIZER/RELIEF AIR.

UPON A CALL FOR COOLING, WHEN THE OUTSIDE AIR TEMPERATURE IS BELOW THE RETURN AIR TEMPERATURE (ECONOMIZER MODE), THE OUTSIDE AIR DAMPERS SHALL MODULATE OPEN AND THE RETURN AIR DAMPERS SHALL MODULATE CLOSED TO MAINTAIN A MIXED AIR TEMPERATURE NO COLDER THAN 50 DEG. F. ON A FURTHER CALL FOR COOLING THE MECHANICAL DX COOLING SYSTEM SHALL BE ENERGIZED AND OPERATED THROUGH ITS OWN CAPACITY AND SAFETY CONTROLS TO MAINTAIN THE SPACE AT SETPOINT. AS THE AMOUNT OF OUTSIDE AIR VOLUME INCREASES BEYOND 50% (OR AS SET) OF TOTAL SUPPLY AIR, THE EXHAUST AIR FAN SHALL BE ENERGIZED.

UPON A CALL FOR COOLING, WHEN THE OUTSIDE AIR TEMPERATURE IS WARMER THAN THE RETURN AIR TEMPERATURE, THE OUTSIDE AIR DAMPERS SHALL MODULATE TO THE MINIMUM POSITION AS DETERMINED BY THE CO2 SENSOR UNDER DEMAND CONTROL VENTILATION MODE. COOLING SHALL BE PROVIDED BY THE MECHANICAL DX COOLING SYSTEM.

UPON A CALL FOR HEATING, THE OUTSIDE AIR DAMPERS SHALL BE MAINTAINED AT THE MINIMUM POSITION AS DETERMINED BY THE CO2 SENSOR UNDER DEMAND CONTROL VENTILATION MODE. THE INDIRECT FIRED GAS HEATER SHALL BE ENERGIZED AND OPERATED UNDER ITS OWN CAPACITY AND SAFTIES TO MAINTAIN THE SPACE AT SETPOINT.

HEAT RECOVERY WHEEL OPERATION

DURING THE OCCUPIED MODE THE HEAT RECOVERY WHEEL SHALL OPERATE TO TEMPER THE INCOMING OUTSIDE AIR TEMPERATURE AS FOLLOWS:

COOLING MODE:

OUTSIDE AIR TEMP. BETWEEN 55 & 75 DEG. F.— THE HR WHEEL SHALL STOP ROTATION TO AVOID RECOVERING EXHAUST AIR HEAT AND THE UNIT SHALL PROVIDE ECONOMIZER COOLING.

OUTSIDE AIR TEMP. BELOW 55 DEG. F — THE HR WHEEL SHALL ROTATE TO RECOVER EXHAUST AIR ENERGY (HEAT) AND MAINTAIN A HR WHEEL LAT OF 55 DEG. F. (PRE-HEATING)

OUTSIDE AIR TEMP. ABOVE 75 DEG. F — THE HR WHEEL SHALL ROTATE TO RECOVER EXHAUST AIR ENERGY (COOLING) AND MAINTAIN A HR WHEEL LAT TEMPERATURE AS COLD AS POSSIBLE (PRE-COOLING).

HEATING MODE:

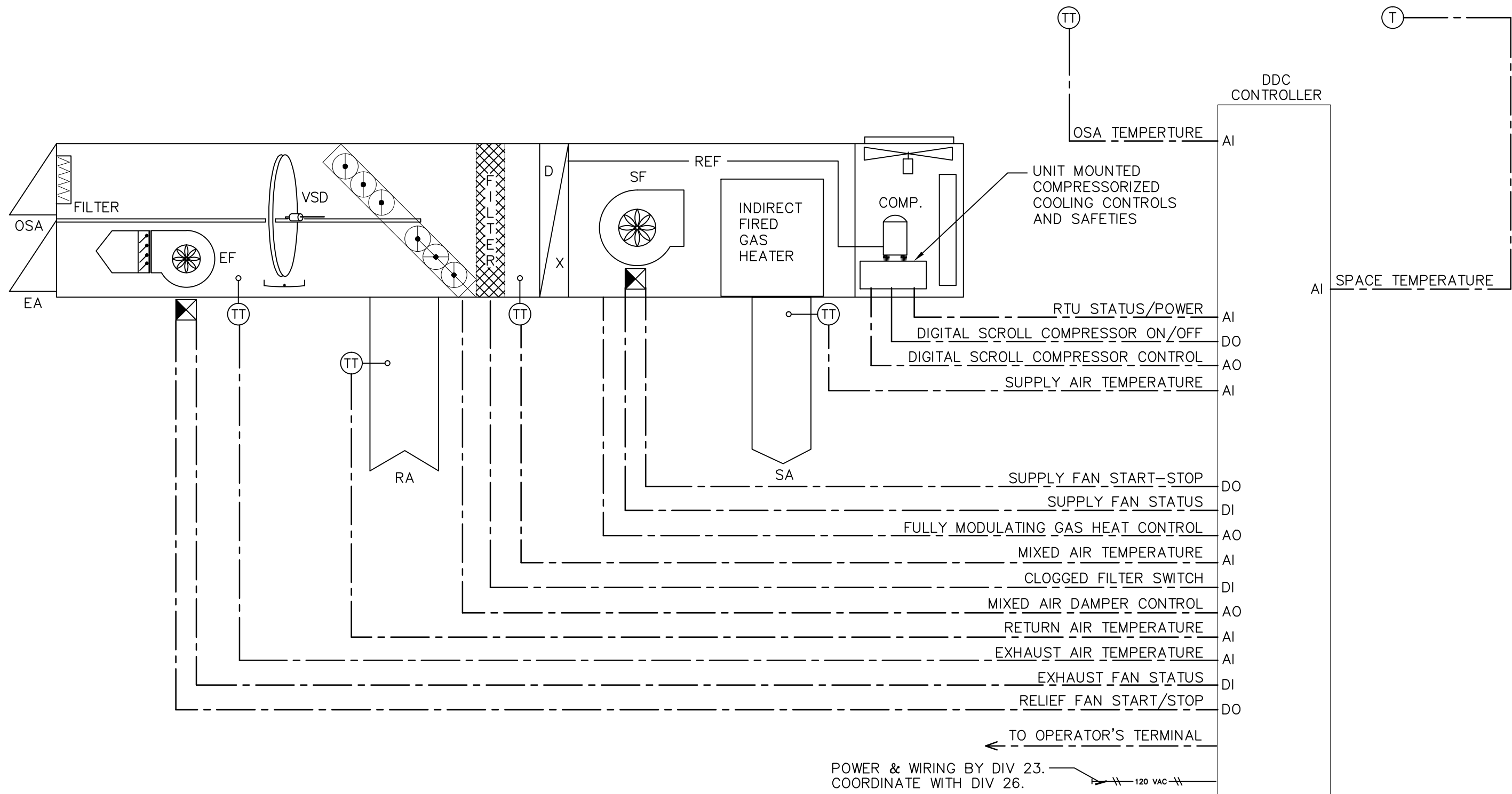
ANY OUTSIDE AIR TEMP. — THE HR WHEEL SHALL ROTATE TO RECOVER EXHAUST AIR ENERGY (HEATING) TO MAXIMIZE THE HR WHEEL LAT TEMPERATURE (PRE-HEATING).

DEFROST MODE:

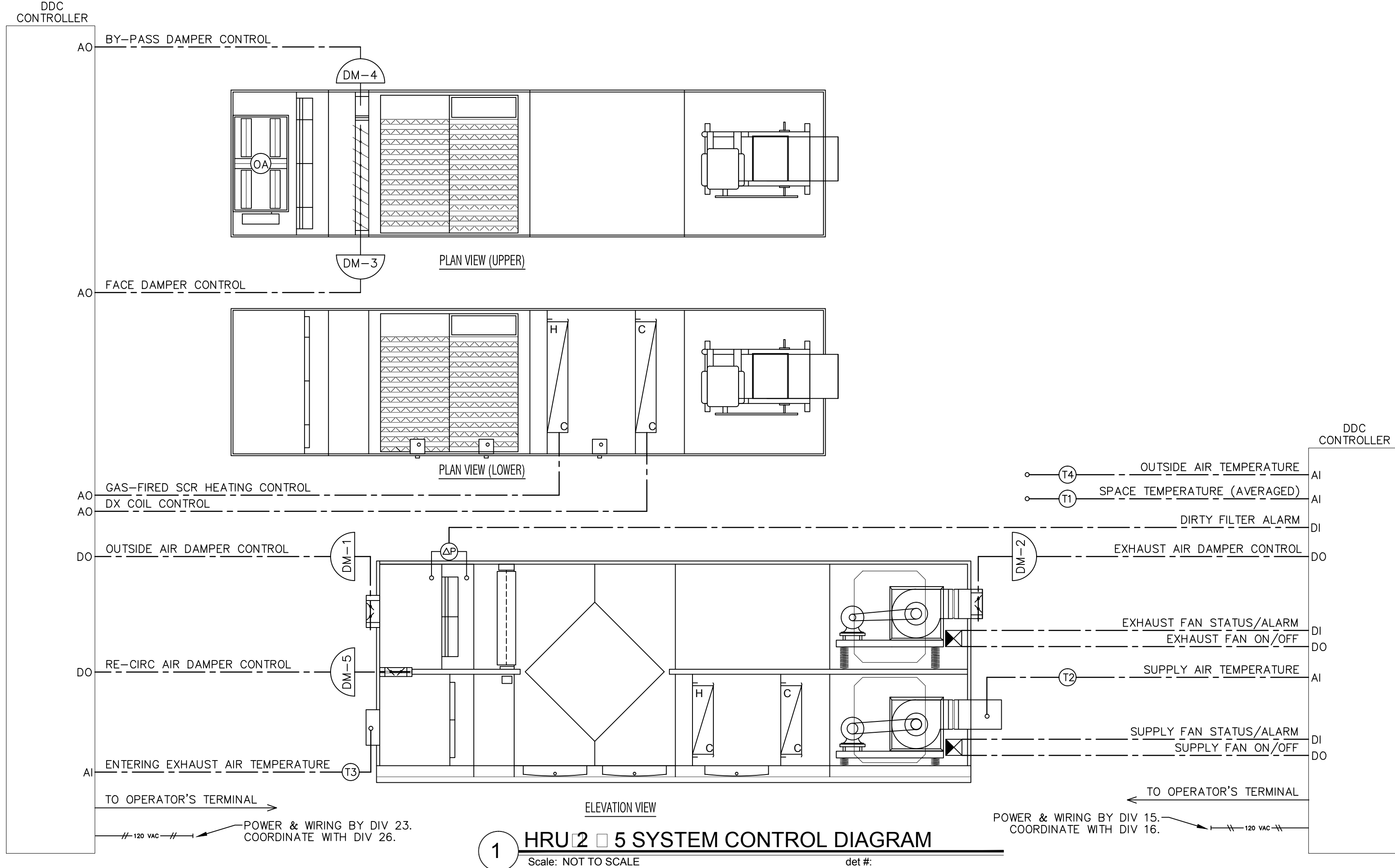
WHENEVER THE HR WHEEL EXHAUST LAT FALLS BELOW 32 DEG. F. FROSTING MAY BE OCCURRING ON THE HUMID, EXHAUST AIR PART OF THE HR WHEEL, DUE TO THE TRANSFER OF COLD ENERGY FROM THE INCOMING OUTSIDE AIR STREAM. TO PREVENT FROST BUILDUP, THE HR WHEEL ROTATION SPEED SHALL BE REDUCED, TO MODERATE THE HEAT RECOVERY AFFECT, TO LIMIT THE EXHAUST AIR LAT TO NO LOWER THAN 32 DEG. F.

UNOCCUPIED MODE:

THE UNIT CONTROL SHALL REVERT TO THE SPACE MOUNTED TEMPERATURE SENSOR DURING THE UNOCCUPIED MODE. THE UNIT SHALL BE OFF AND THE OUTSIDE AIR DAMPERS FULLY CLOSED. UPON A CALL TO MAINTAIN SETBACK ROOM TEMPERATURE SETPOINTS, THE UNIT SHALL TEMPORARILY CYCLE ON, WITH THE OUTSIDE AIR VENTILATION DAMPERS REMAINING CLOSED. ONCE THE ROOM TEMPERATURE IS SATISFIED, THE UNIT SHALL CYCLE OFF.



RTU-4
1 ROOFTOP UNIT CONTROL DIAGRAM
Scale: NOT TO SCALE det #:



HRU-2
1 SYSTEM CONTROL DIAGRAM
Scale: NOT TO SCALE det #:

SEQUENCE OF OPERATION:

THE EMCS SHALL INITIATE THE UNOCCUPIED AND OCCUPIED CYCLES OF THE SYSTEM.

OCCUPIED MODE:

THE SUPPLY FAN AND EXHAUST FAN SHALL OPERATE CONTINUOUSLY. THE UNIT SHALL OPERATE TO MAINTAIN SPACE TEMPERATURE OF 80°F COOLING (OR AS SET) AT THE ROOM T1 WITH ITS EVAPORATIVE COOLER. THE SUPPLY FAN AND EXHAUST FAN SHALL BE OFF. OSA AIR DAMPER (DM-1) SHALL BE OPEN. EXHAUST AIR DAMPER (DM-2) SHALL BE OPEN. FACE DAMPER (DM-3) SHALL BE CLOSED. RE-CIRC DAMPER (DM-5) SHALL BE CLOSED.

UNOCCUPIED MODE:

THE SUPPLY FAN AND EXHAUST FAN SHALL BE OFF. OSA AIR DAMPER (DM-1) SHALL BE CLOSED. EXHAUST AIR DAMPER (DM-2) SHALL BE CLOSED. FACE DAMPER (DM-3) SHALL BE CLOSED. BY-PASS DAMPER (DM-4) SHALL BE OPEN. RE-CIRC DAMPER (DM-5) SHALL BE OPEN. THE GAS-FIRED HEAT AND SUPPLY FAN SHALL MODULATE TO MAINTAIN A SPACE TEMPERATURE AT T1 OF 55°F. THE DX COIL SHALL BE DE-ENERGIZED.

NOTES:

- DAMPERS PROVIDED AND INSTALLED BY AIR HANDLING UNIT MANUFACTURER.
- DAMPER ACTUATORS PROVIDED AND INSTALLED BY AIR HANDLING UNIT MANUFACTURER IN ACCESSIBLE LOCATION.
- HEAT RECOVERY COIL DEFROST CONTROL (BYPASS DAMPER, SENSORS, ACTUATORS, WIRING, CONTROLLER, ETC.) SHALL BE PROVIDED BY AHU MANUFACTURER AND INDEPENDENT OF BUILDING DDC SYSTEM.



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WATER HAMMER ARRESTER SIZING CHART		
SYMBOL	FIXTURE UNIT RATING	CONNECTION TO SUPPLY PIPE
WHA-1	1-11	3/4"
WHA-2	12-32	1"
WHA-3	33-60	1"
WHA-4	61-113	1"
WHA-5	114-154	1"

PLUMBING FIXTURES															
#	FIXTURE	MANUFACTURER	MODEL #	MOUNTING	TYPE	MATERIAL	SIZE	MFR & MODEL# OF FAUCET & VALVE	DRAIN	ACCESSORIES	W	V	HW	CW	NOTES
P1	WATER CLOSET	AMERICAN STANDARD	CADET 3 2383.010	FLOOR	SIPHON JET	VITREOUS CHINA	ELONGATED BOWL	INTEGRAL	INTEGRAL	SEAT: CHURCH 9500C	3"	2"	—	¾"	②⑤
P2	ADA WATER CLOSET	AMERICAN STANDARD	CADET 3 2386.010	FLOOR	SIPHON JET	VITREOUS CHINA	ELONGATED BOWL	INTEGRAL	INTEGRAL	SEAT: CHURCH 9500C	3"	2"	—	¾"	②③⑤
P3	LAVATORY	—	—	INTEGRAL TO COUNTER	—	—	—	CHICAGO 2200—4E2805CP	LKAD174 ⑥	—	1½"	1½"	½"	½"	①②③⑤
P4	LAVATORY	AMERICAN STANDARD	LUCERNE 0355.012	WALL	BACK SPLASH	VITREOUS CHINA	20"x18"	CHICAGO 2200—4E2805CP	LKAD174 ⑥	—	1½"	1½"	½"	½"	①②③⑤
P5	SINK	ELKAY	ELUH3116	UNDER MOUNT	UNDER COUNTER	STAINLESS STEEL	(2)14"x14"x7½"	CHICAGO 2301—CP	LK—35 ⑥	—	1½"	1½"	½"	½"	②④⑤⑦
P6	SINK	ELKAY	EWS31202	WALL	BACK SPLASH	STAINLESS STEEL	31"x19½"x10½"	CHICAGO 445—L8CP	LK—35 ⑥	—	1½"	1½"	½"	½"	②
P7	SINK	ELKAY	ELUHAD1418	UNDER MOUNT	UNDER COUNTER	STAINLESS STEEL	14"x18"x5½"	CHICAGO 2302—GN8AE3CP	LK—35 ⑥	—	1½"	1½"	½"	½"	②③⑤
P8	—	—	—	—	BUILT—UP	—	—	SYMMONS ALLURA S—4701	2"FD—1	—	2"	2"	¾"	¾"	②
P9	SERVICE SINK	ELKAY	ESF2523C	FLOOR	ROLLED EDGE	STAINLESS STEEL	25"x23"x8"	CHICAGO 897—CP	INTEGRAL	MOP HANGER & HOSE HOOK	3"	2"	¾"	¾"	②
P10	WASH BOX	GUY GRAY	B200TS	WALL	—	16GA. STEEL	10¾"Wx9"H	—	—	—	2"	2"	¾"	¾"	—
P11	SINK	ELKAY	SS8124	WALL/FLOOR	BACK SPLASH	STAINLESS STEEL	27"x27½"x14"	CHICAGO 445—L8CP	LK—35 ⑥	—	1½"	1½"	½"	½"	②
P12	SINK	ELKAY	SS8124LR2	WALL/FLOOR	BACK SPLASH	STAINLESS STEEL	72"x27½"x14"	CHICAGO 445—L8CP	LK—35 ⑥	—	1½"	1½"	½"	½"	②
P13	RINSE BASIN	ELKAY	CUSTOM	FLOOR	ROLLED EDGE	STAINLESS STEEL	36"x30"x8"	CHICAGO 509—GCLCP	LK—43	—	3"	2"	¾"	¾"	②
P14	DRAIN BASIN	ELKAY	CUSTOM	FLOOR	ROLLED EDGE	STAINLESS STEEL	54"x30"x8"	—	LK—43	—	3"	2"	—	—	②
P15	SINK	ELKAY	ESS21182	COUNTER	SELF—RIMMING	STAINLESS STEEL	21"x17½"x12"	CHICAGO 445—L8CP	LK—35	—	3"	2"	¾"	¾"	②

NOTES:

① PROVIDE WITH TRUEBRO TRAP & SUPPLIES WRAP KIT.

② CAULK FIXTURE AT FLOOR AND/OR WALL SURFACE WITH EPOXY CAULKING.

③ MOUNT PER ADA REQUIREMENTS.

④ PROVIDE DUAL STOPS ON HOT WATER SUPPLY TO SINK FOR CONNECTION TO DISHWASHER. PROVIDE AIR GAP FITTING AND BARBED FITTING ON SINK TAIL PIECE FOR CONNECTION TO DISHWASHER DRAIN LINE.

⑤ PROVIDE STOPS EQUAL TO BRASSCRAFT TO SUIT.

⑥ PROVIDE C.P. BRASS 18 GA. TRAPS

⑦ PROVIDE IN—SINKERATOR DISPOSAL, EVOLUTION EXCEL MODEL. 1.0 HP, 120V/1/60, 10.2A. 1725 RPM

FLOOR DRAIN SCHEDULE									
#	MFR	MODEL	TYPE	BODY		STRAINER/GRATE		VARIATION	NOTES
				STYLE	MATERIAL	STYLE	MATERIAL		
FD-1	JAY R. SMITH	2005-A-P-U-Y	FLOOR DRAIN	—	CAST IRON	VANDEL—PROOF ROUND	NICKEL BRONZED	TRAP PRIMER	①
FD-2	JAY R. SMITH	3510Y-F10-P	FLOOR DRAIN	—	CAST IRON	INTEGRAL FUNNEL ROUND	NICKEL BRONZED	TRAP PRIMER	①
FD-3	JAY R. SMITH	3250Y	FLOOR DRAIN	—	CAST IRON	HALF—GRATE	NICKEL BRONZED	TRAP PRIMER	③
FS-1	JAY R. SMITH	3100-Y-12	FLOOR SINK	—	CAST IRON	HALF—GRATE	NICKEL BRONZED	TRAP PRIMER	—
TD-1	JAY R. SMITH	9836	TRENCH DRAIN	—	POLYESTER	9870-445-SSADA	DUCTILE	—	②

NOTE:

① PROVIDE WITH SUFFIX-C FOR REINFORCED STRAINER IN MECHANICAL ROOMS OR SIMILAR AREAS ③ PROVIDE REMOVABLE GRATE

② PROVIDE TRENCH DRAIN SYSTEM WITH NUMBER OF CHANNELS SECTIONS AND GRATES AS REQUIRED FOR LENGTH EACH ROOM.

WATER HEATER SCHEDULE											
#	MFR	MODEL	GALLONS	BTUH INPUT	TEMPERATURES OUTLET (°F) RISE (°F)		RECOVERY (GPH)	TANK FLUE #/ SIZE (")	FUEL	ELECTRICAL	NOTES
WH 1	A.O. SMITH	BTH-150	100	150,000	120	80	218	(2)4"	GAS	120/60/1	①
ET 1	AMTROL	ST-12	—	—	—	—	—	—	—	—	

NOTES:

① PROVIDE MINIMUM 20 AMP BREAKER EACH HEATER.

WALL HYDRANT SCHEDULE				
#	MANUFACTURER	MODEL #	SIZE	NOTES
HB-1	WOODFORD	MODEL 24 SERIES	① ②	AUTO DRAINING, VACUUM BREAKER, LOOSE – TEE KEY
FPWH-1	WOODFORD	MODEL 65 SERIES	①	AUTO DRAINING, VACUUM BREAKER, LOOSE – TEE KEY
HV-1	MILLWAUKEE	BA-100-M	③	PROVIDE WITH WATTS SERIES 7 1" IN-LINE BFP
NOTES: ① SEE DRAWING FOR SIZE ② HOSE BIB TO BE CHROME PLATED ③ PROVIDE 1½"FNPT OUTLET x 1½"MNPT INLET				

HOSE REEL SCHEDULE					
#	MFR	MODEL	HOSE SIZE (INCHES)	PIPE SIZE (INCHES)	NOTES
	REELCRAFT	7000 SERIES	½"	½"	①

NOTE:

① SEE HOSE REEL MOUNTING DETAIL 5, SHEET P3.00

ROOF DRAIN SCHEDULE						
#	MANUFACTURER	MODEL NO.	STYLE	BODY MATERIAL	DOMES TRAINER	NOTES
RD-1	JAY R. SMITH	1010-Y(C)(R)	NO-HUB	DUCO CAST IRON	POLYETHYLENE	-
RD-2	JAY R. SMITH	1070-Y(C)(R)	NO-HUB	DUCO	POLYETHYLENE	-
DSN-1	JAY R. SMITH	1770	WALL FLANGE	CAST BRASS	-	-
NOTES:						

DOMESTIC HOT WATER RECIRCULATION PUMPS												
#	MFR	MODEL #	TYPE	SERVICE	FLOW (GPM)	HEAD (FT)	RPM	ELECTRICAL				NOTES
								HP	V	PHASE	HZ	
	TACO	005-BF2	IN-LINE	HW WATER RECIRC	4	9	3250	1/35	115	1	60	
NOTE:												

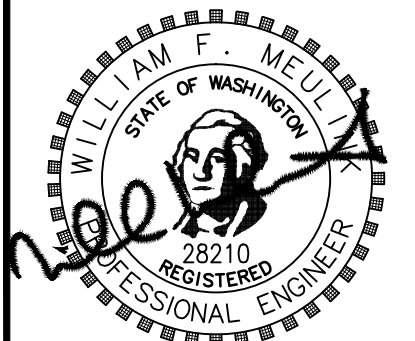
BACKFLOW PREVENTION DEVICES						
#	MANUFACTURER	MODEL #	SIZE	SERVICE	ACCESSORIES	NOTES
	WATTS	LF-U-009QT-S	2"	DOMESTIC	STRAINER	③
	WATTS	LF-009QT	¾"	ICE MACHINE	—	① ②
	WATTS	#009QT SERIES	1"	EVAP. COOLER	—	① ②
NOTES: ① PROVIDE AIR GAP FITTING AND DRAIN. ③ WATER SERVICE, VERTICAL INSTALLATION ② ROUTE DRAIN LINE TO FLOOR SINK UNDIMINISHING IS SIZE.						

OIL/WATER SEPERATOR SCHEDULE					
#	MANUFACTURER	MODEL #	OUTLET SIZE	NOMINAL CAPACITY (GALLON)	NOTES
	WILBERT PRECAST	1627OWTB	4"	1,000	① ②

NOTES:

① PROVIDE HEAVY TRUCK OPTION #1627GTTB.

② PROVIDE WITH H2O WHEEL LOADING TOP AND GRADE RINGS AS REQUIRED.



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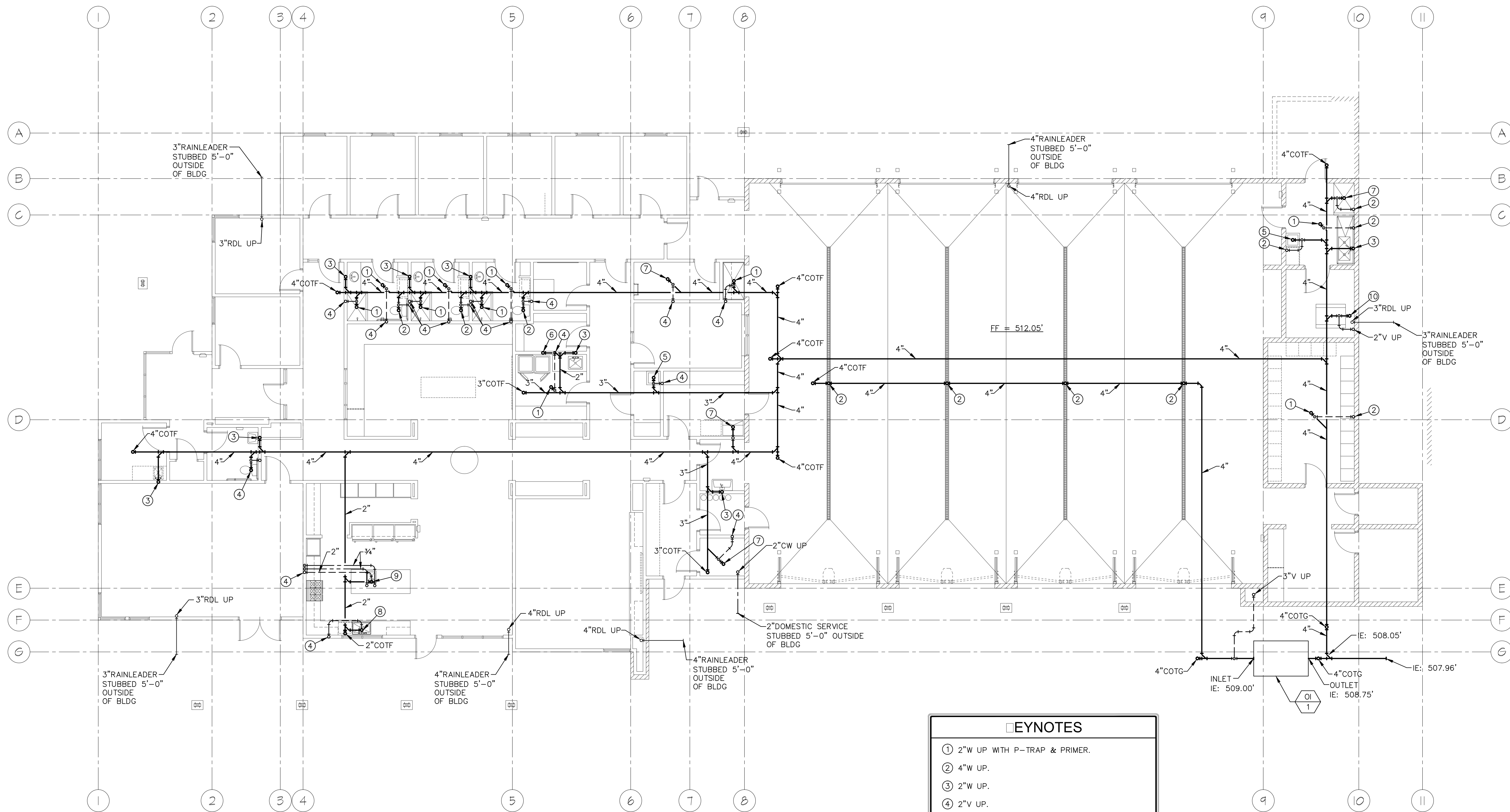
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RICHLAND FIRE STATION #74
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FOUNDATION PLAN - PLUMBING

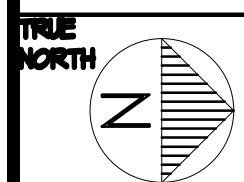
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P2.00



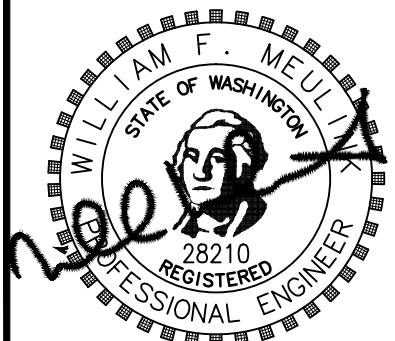
KEYNOTES

- 1 2\"W UP WITH P-TRAP & PRIMER.
- 2 4\"W UP.
- 3 2\"W UP.
- 4 2\"V UP.
- 5 3\"W UP WITH P-TRAP.
- 6 2\"W UP WITH DEEP SEAL P-TRAP ABOVE FLOOR.
- 7 3\"W UP WITH P-TRAP & PRIMER.
- 8 2\"W UP. PROVIDE ISLAND VENTING CONFIGURATION. SEE DETAIL #2/P3.00
- 9 2\"W, 3/4\"CW & 3/4\"HW UP. PROVIDE ISLAND VENTING CONFIGURATION. SEE DETAIL #2/P3.00
- 10 4\"W UP WITH P-TRAP & PRIMER.



FOUNDATION PLAN - PLUMBING

SCALE: 1/8\" = 1'-0\"



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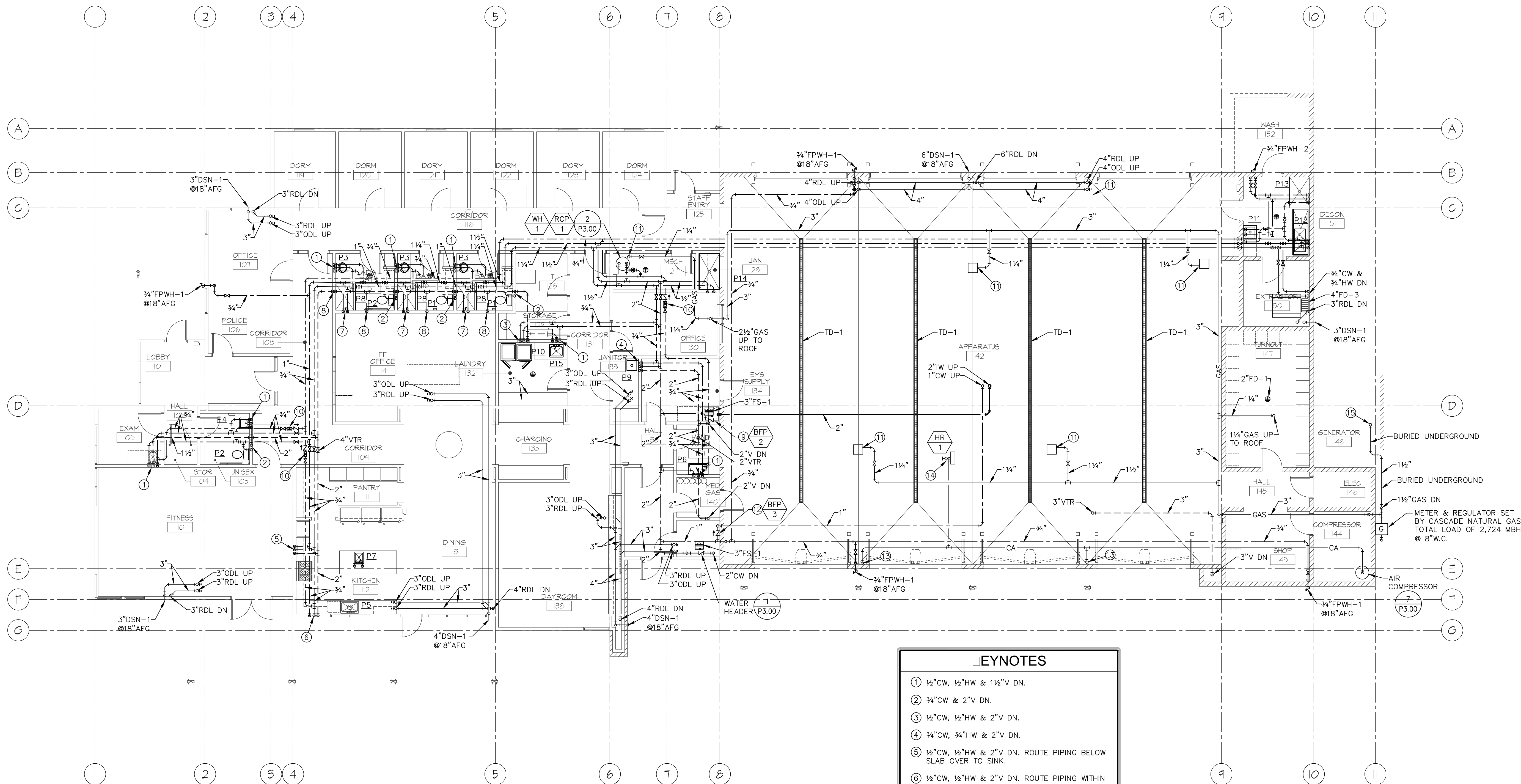
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FLOOR PLAN - PLUMBING

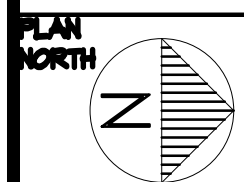
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EYNOTES

- 1/2" CW, 1/2" HW & 1/2" V DN.
- 3/4" CW & 2" V DN.
- 1/2" CW, 1/2" HW & 2" V DN.
- 3/4" CW, 3/4" HW & 2" V DN.
- 1/2" CW, 1/2" HW & 2" V DN. ROUTE PIPING BELOW SLAB OVER TO SINK.
- 1/2" CW, 1/2" HW & 2" V DN. ROUTE PIPING WITHIN COUNTER SPACE TIGHT TO WALL.
- 1/2" CW & 1/2" HW DN.
- 2" V DN.
- PROVIDE 3/4" BFP-1, CONNECTING TO ICE MACHINE. CONNECTION SIZE PER MFG. RECOMMENDATIONS. PROVIDE AIR-GAP AND ROUTE INDIRECT WASTE TO FLOOR DRAIN.
- 1/2" CIRCUIT SETTER, SET AT 1 GPM.
- 1/4" GAS TO RADIANT HEATER, PROVIDE SHUT-OFF VALVE, UNION AND 6" DIRT LEG. CONNECTION SIZE PER MFR. RECOMMENDATIONS.
- PROVIDE 1" BFP-1, CONNECTING TO EVAPORATOR COOLER. CONNECTION SIZE PER MFG. RECOMMENDATIONS. PROVIDE AIR-GAP AND ROUTE INDIRECT WASTE TO FLOOR DRAIN.
- 1/2" CA DN TO OUTLET, SEE DETAIL #5/P3.00
- 1/2" CA DN, TO HOSE REEL, SEE DETAIL #4/P3.00
- 1 1/2" GAS UP TO EMERGENCY GENERATOR, PROVIDE SHUT-OFF VALVE, UNION AND 6" DIRT LEG. CONNECTION SIZE PER MFR. RECOMMENDATIONS.



FLOOR PLAN - PLUMBING

SCALE: 1/8" = 1'-0"



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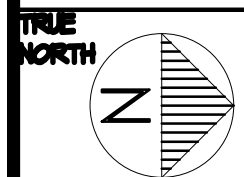
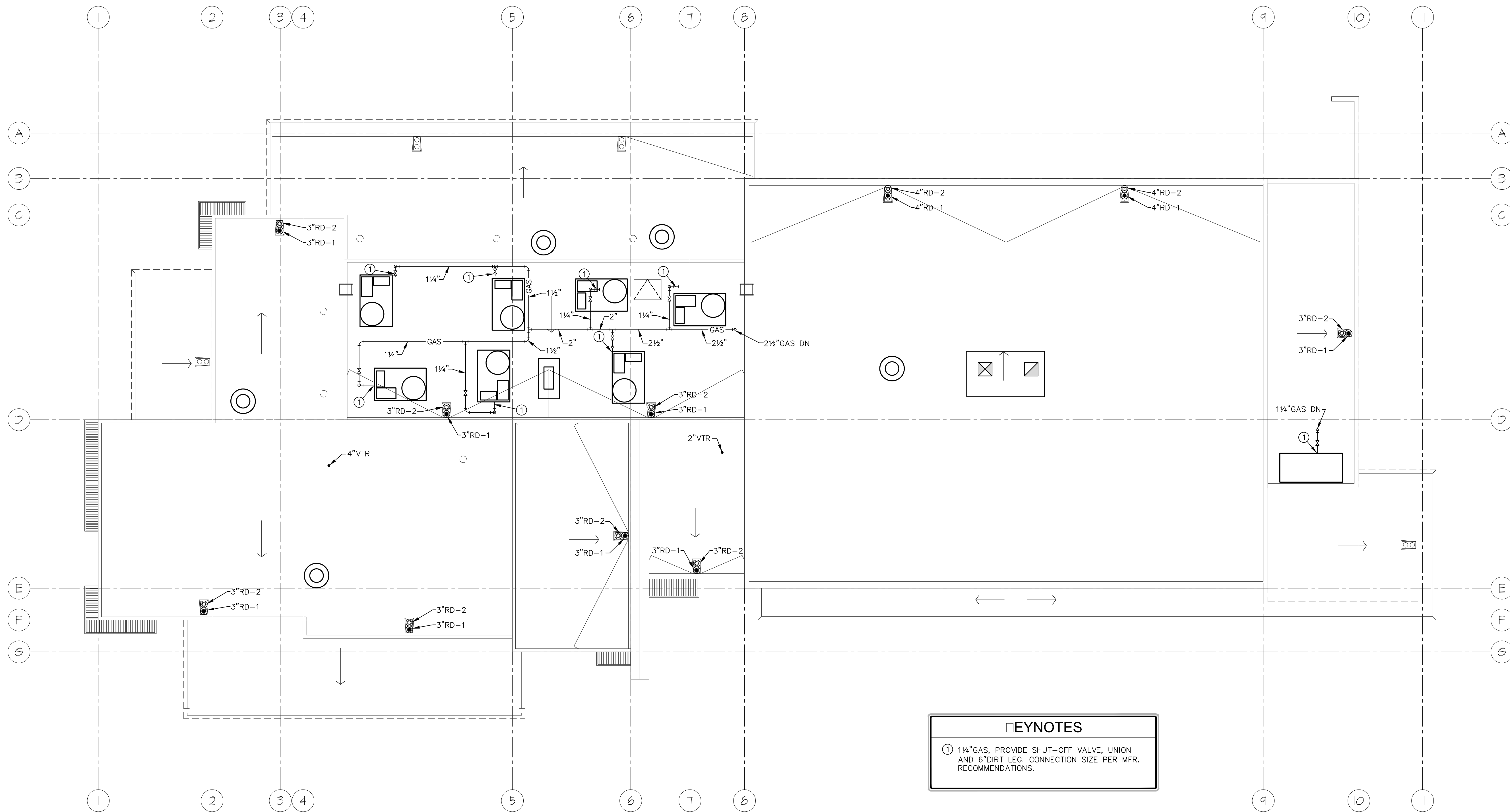
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ROOF PLAN - PLUMBING

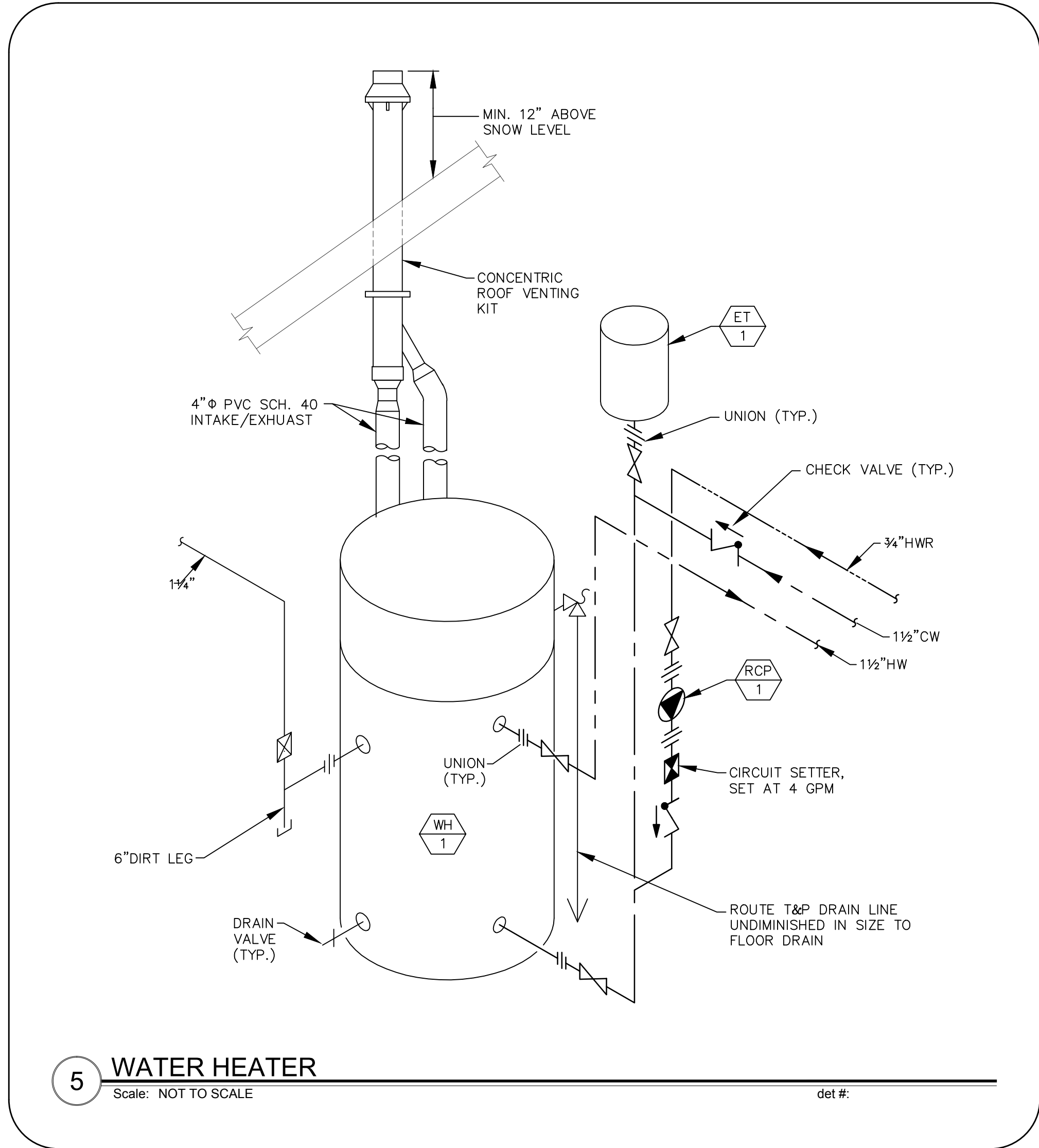
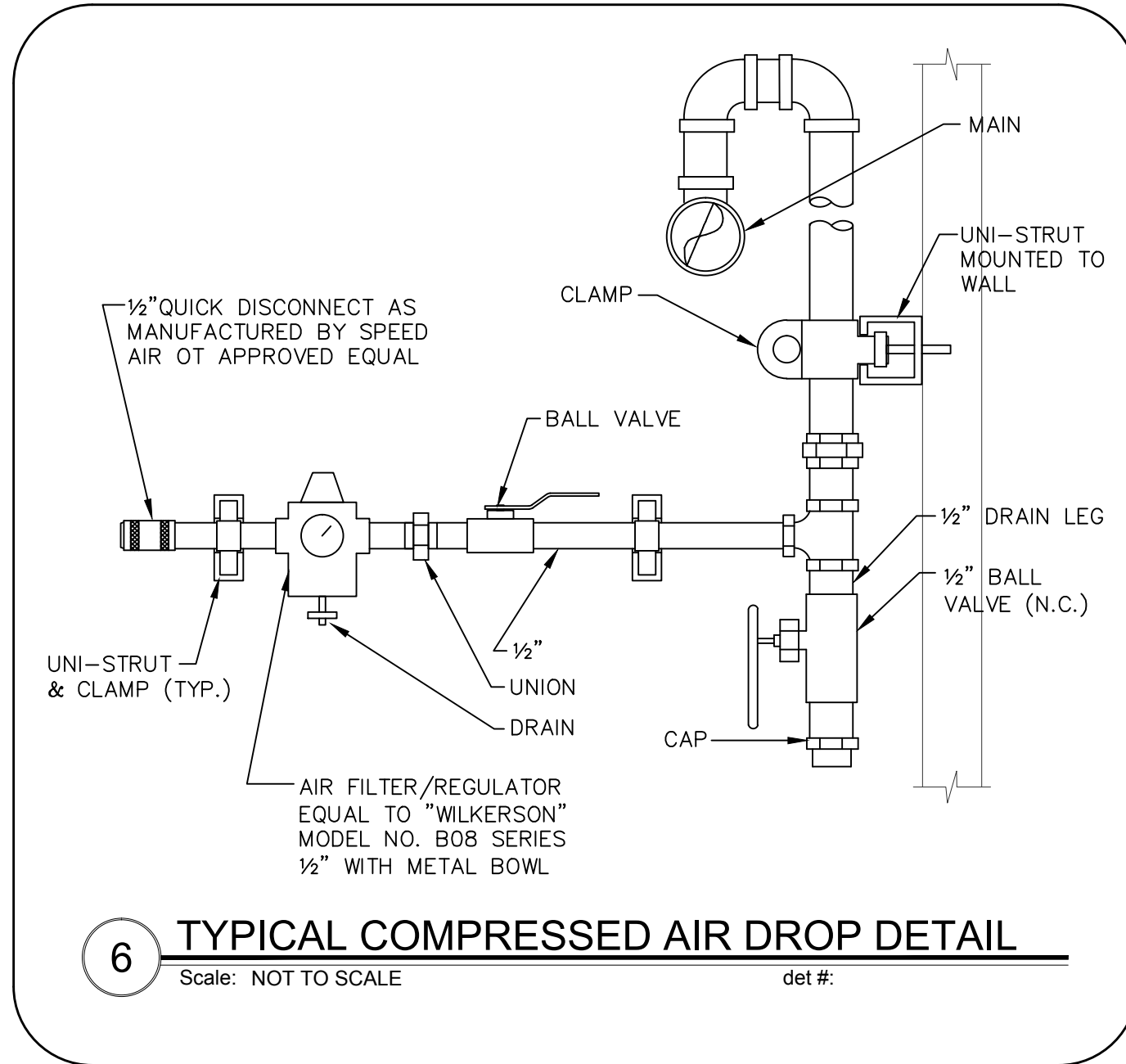
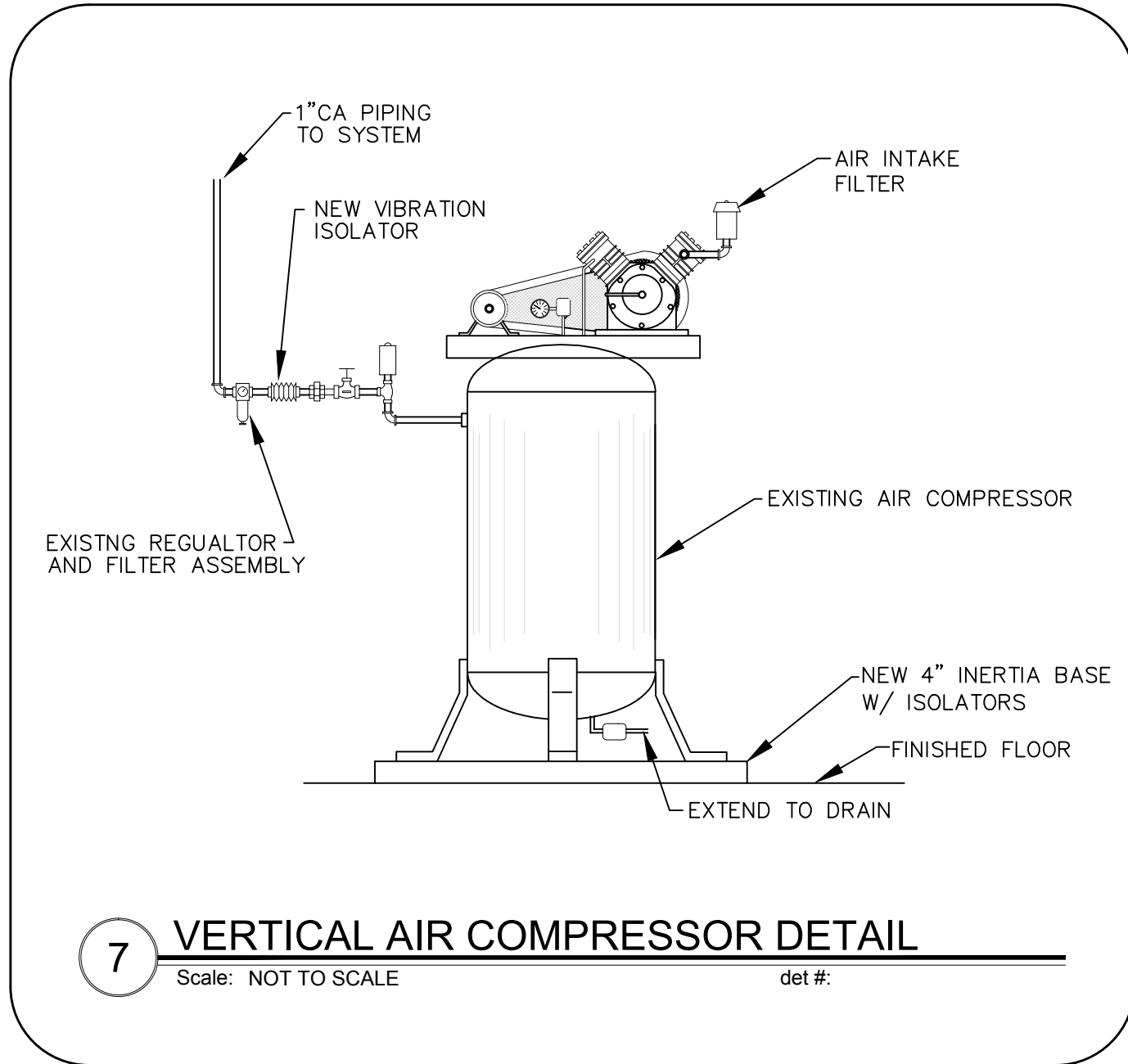
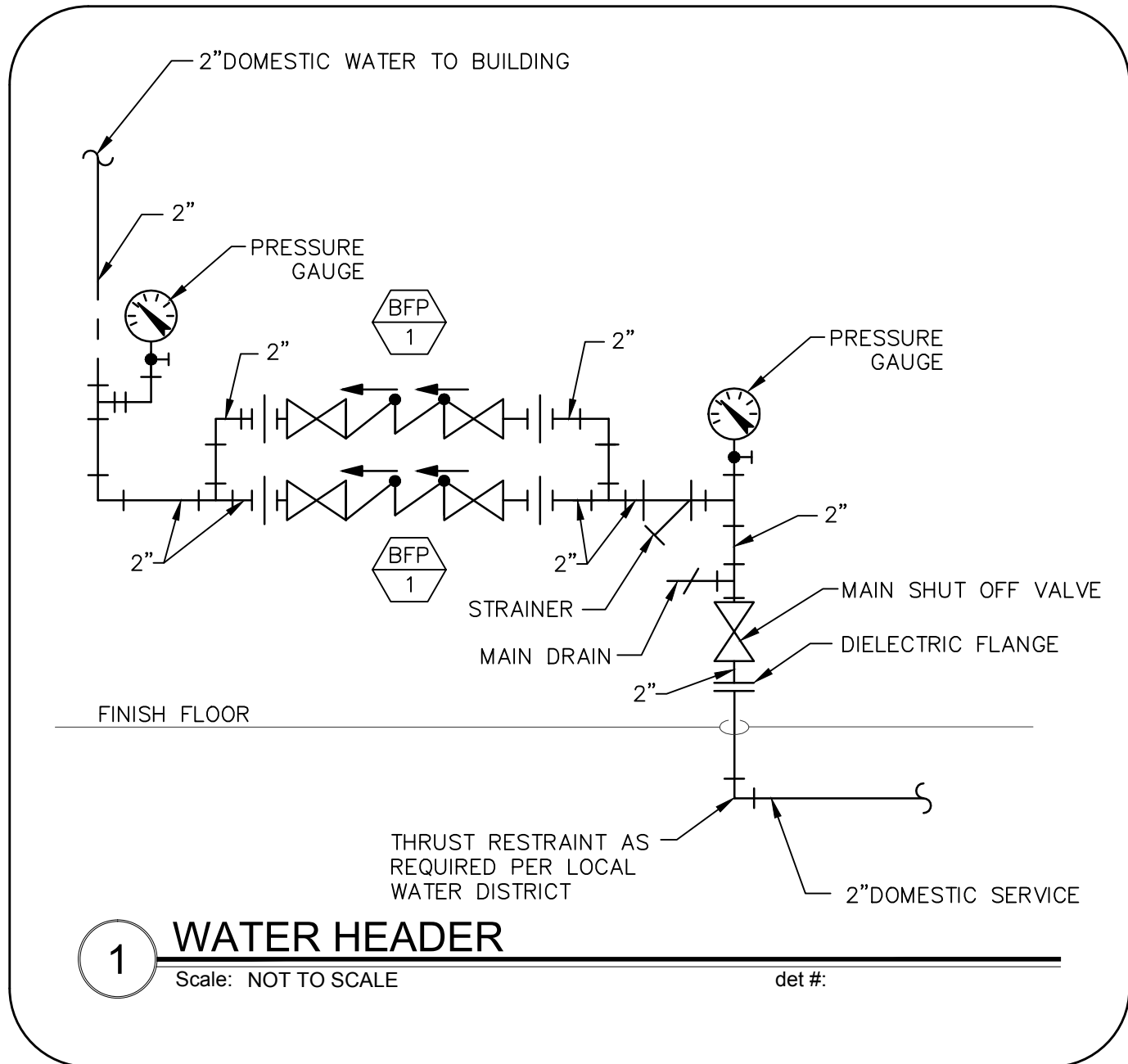
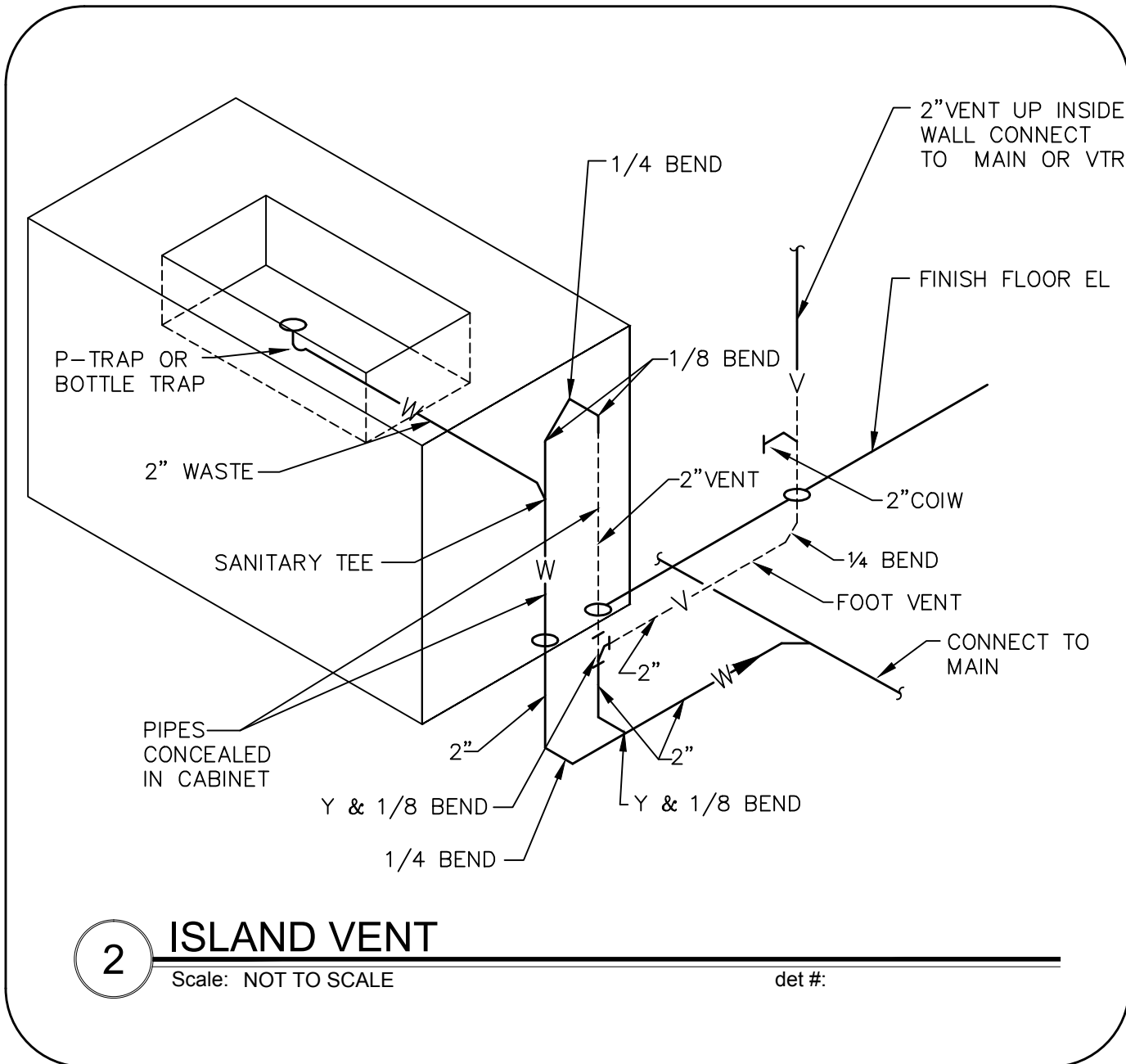
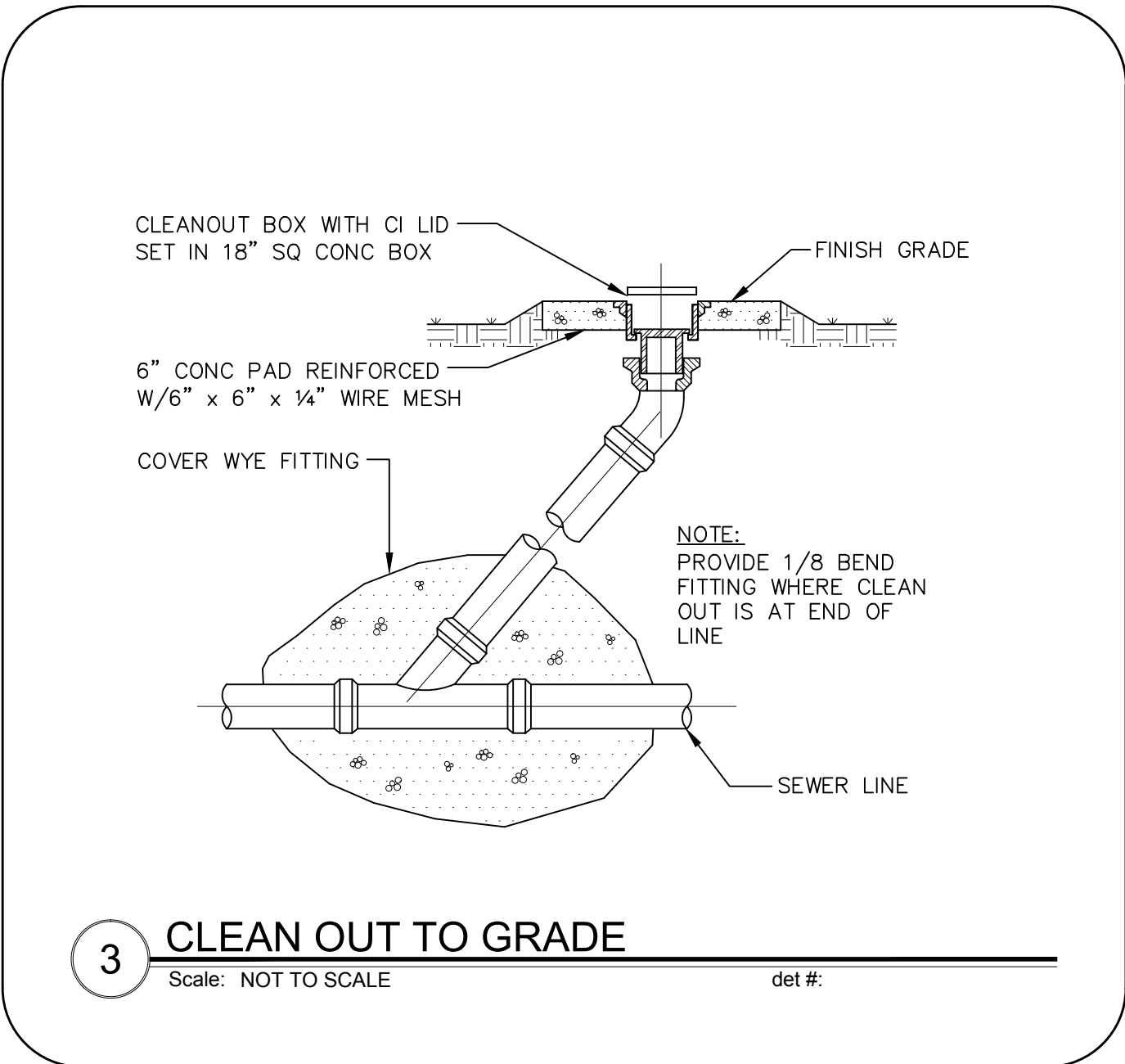
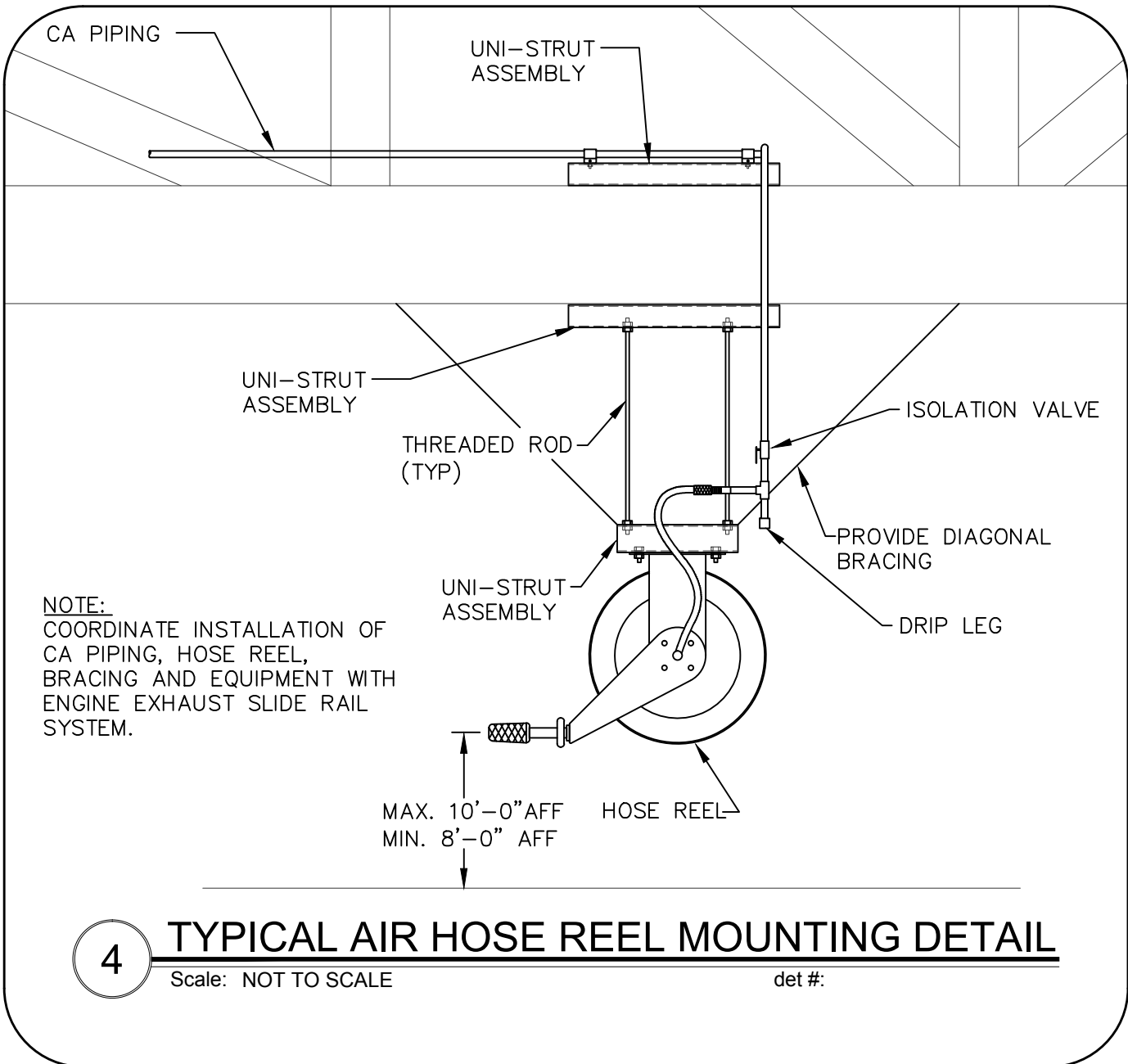
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ROOF PLAN - PLUMBING

SCALE: 1/8" = 1'-0"



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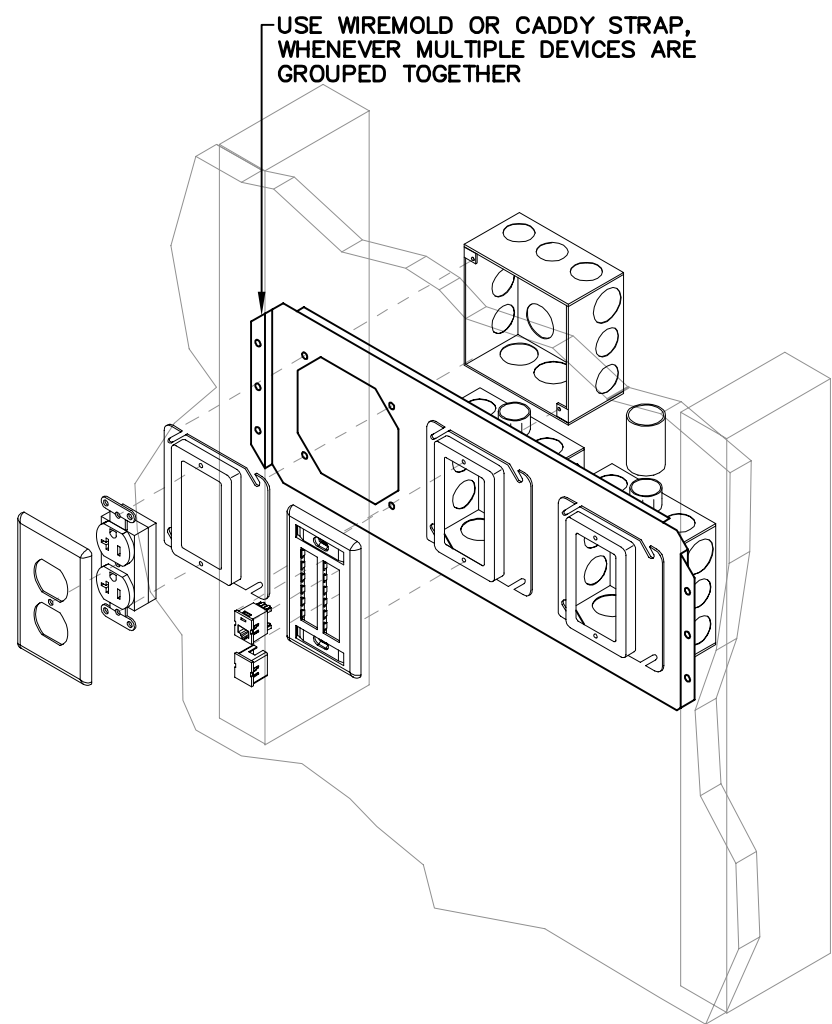
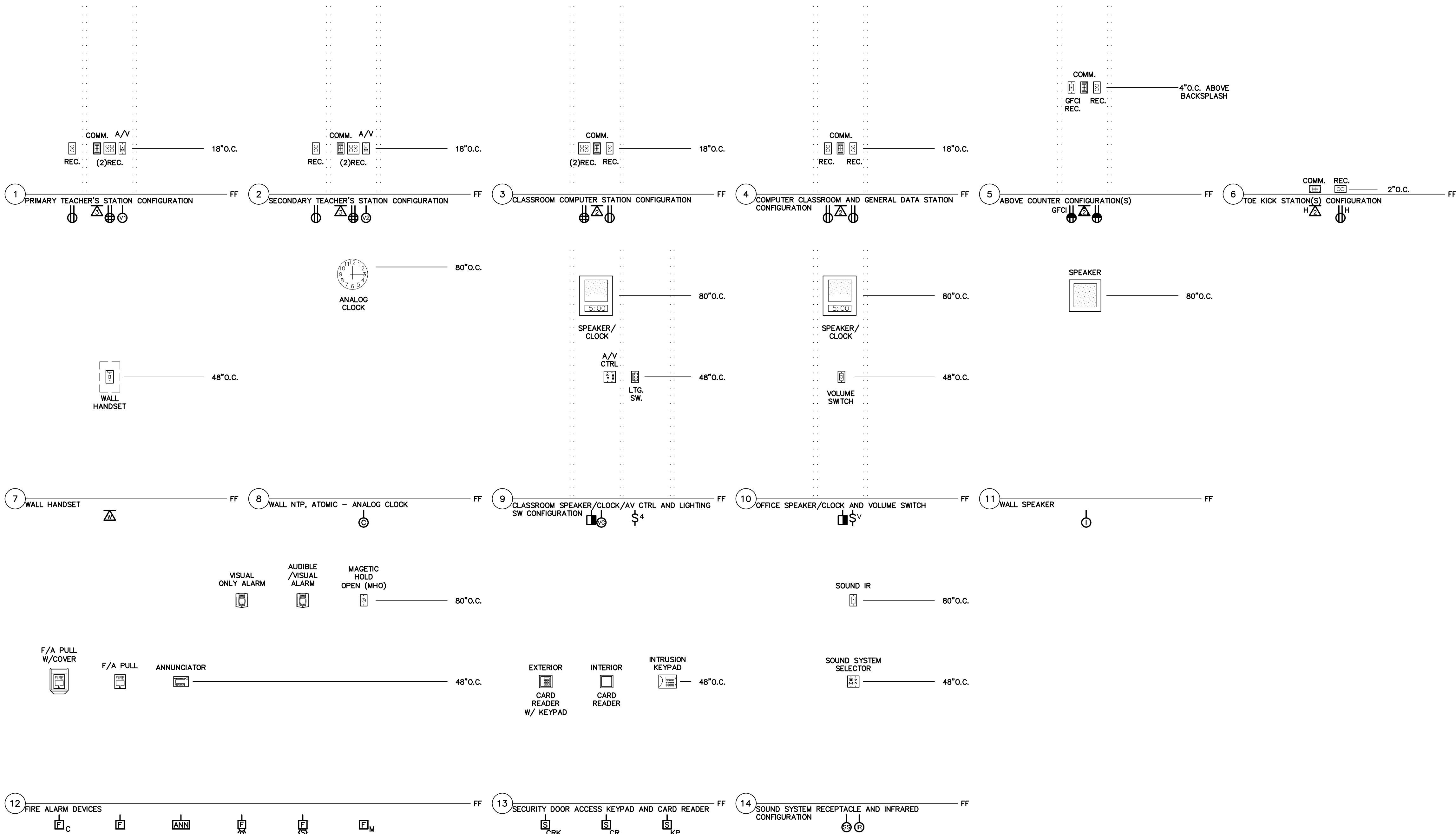
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DETAILS - PLUMBING

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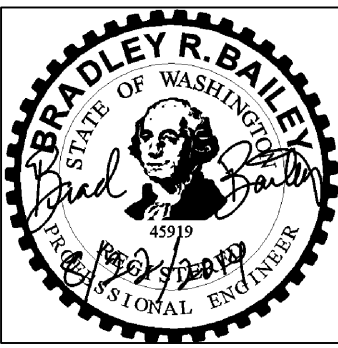
SYMBOL SCHEDULE FOR ELECTRICAL PLAN DRAWINGS		SYMBOL SCHEDULE FOR ELEMENTARY WIRING DIAGRAM		SYMBOL SCHEDULE FOR ONE LINE DIAGRAM		SYMBOL SCHEDULE FOR ELECTRICAL PLAN DRAWINGS		SYMBOL SCHEDULE FOR ELECTRICAL PLAN DRAWINGS		
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	
ALERTING SYSTEM						POWER DISTRIBUTION AND CONTROL		INTRUSION/DOOR ACCESS SYSTEM		
	SPEAKER – CEILING OR PENDANT MOUNTED		PANEL OR DEVICE WIRING		DEVICE OR EQUIPMENT TERMINAL		DISTRIBUTION/CONTROL EQUIPMENT – FLOOR MOUNTED		DOOR CONTACT	
	SUBWOOFER SPEAKER – CEILING OR PENDANT MOUNTED		FIELD WIRING—BY ELECTRICAL CONTRACTOR		WIRING CONNECTED		DISTRIBUTION/CONTROL EQUIPMENT – WALL MOUNTED		PROXIMITY CARD READER – WALL MOUNTED	
	NEAR FIELD SPEAKER – CEILING OR PENDANT MOUNTED		EQUIPMENT/DEVICE ENCLOSURE		WIRING		PANELBOARD – WALL MOUNTED		PROXIMITY CARD READER W/INTERATED KEYPAD – WALL MOUNTED	
	HORN SPEAKER – CEILING OR PENDANT MOUNTED		WIRING CONNECTED		WIRING		SWITCH (SAFETY OR DISCONNECT)		INTRUSION SYSTEM KEYPAD ENTRY DEVICE – WALL MOUNTED	
	MICROPHONE INPUT JACK – WALL MOUNTED		WIRING NOT CONNECTED		EQUIPMENT/DEVICE ENCLOSURE		SWITCH (FUSIBLE)		MOTION SENSOR – CEILING MOUNTED	
	VOLUME CONTROL – WALL MOUNTED		DEVICE OR EQUIPMENT TERMINAL		PLUG-IN CONNECTION		MOTOR STARTER WITH SWITCH OR BREAKER (COMBINATION MAGNETIC STARTER)		ELECTRIC LATCH CONNECTION WITH REQUEST TO EXIT SWITCH CONNECTION INTERNAL TO DOOR EXIT HARDWARE	
	AMBIENT NOISE SENSOR – CEILING MOUNTED		CONTROL PANEL TERMINAL		NON–AUTOMATIC BREAKER	LIGHTING FIXTURES			POWER SUPPLY	
	DOOR BELL SWITCH – WALL MOUNTED		MCC TERMINAL		THERMAL MAGNETIC BREAKER		ROUND FIXTURE CEILING MOUNTED (RECESSED, SURFACE, OR PENDANT)		REQUEST TO EXIT (INCLUDED WITH DOOR HARDWARE)	
	READER BOARD – WALL MOUNTED		TRANSFORMER WINDING		MAGNETIC ONLY BREAKER		FIXTURE POLE MOUNTED	INTERCOM/CLOCK SYSTEM		
	RESPONSE TIMER – WALL MOUNTED		FUSE		SWITCH		FIXTURE ON TOP OF POLE		70V INTERCOM SPEAKER – CEILING MOUNTED (INDICATES ZONE, TYPICAL)	
	STROBE – CEILING MOUNTED		GROUND		FUSE		LINEAR FIXTURE CEILING MOUNTED (RECESSED, SURFACE OR PENDANT)		70V INTERCOM SPEAKER – WALL MOUNTED (INDICATES EXTERIOR WEATHERPROOF)	
	UNIT INDICATOR LIGHT – WALL MOUNTED		ARC SUPPRESSOR (METAL OXIDE VARISTOR)		THERMAL OVERLOAD		RECESSED FIXTURE (ARROW INDICATES FIXTURE AIMING)		IP CLOCK/INTERCOM SPEAKER COMBINATION	
	UNIT INDICATOR LIGHT – CEILING MOUNTED		DIODE		CURRENT TRANSFORMER		TRACK AND POWER SUPPLY (INDICATES FACE)		WIRELESS CLOCK – WALL MOUNTED	
	NIGHT VISION LIGHT – WALL MOUNTED				CONTACTOR		EXIT LIGHT FIXTURE (INDICATES DIRECTION)		IP CLOCK – WALL MOUNTED DOUBLE FACE	
	NIGHT VISION LIGHT – CEILING MOUNTED				CAPACITOR	SWITCHING		TELECOMMUNICATIONS SYSTEM		
					GROUND CONNECTION		LIGHTING SWITCH – WALL MOUNTED (NO NUMBER INDICATES SINGLE SWITCH)	COMMUNICATIONS DEVICE BOX.		
					TRANSFER SWITCH		LOWER CASE LETTERS = SWITCH LEG DISIGNATIONS	W = WALL PHONE HANDSET ONE CATEGORY 6 RJ–45 AND ONE CATEGORY 6 CABLE.		
					WATT-HOUR METER (REVENUE METERING)		2 = 2–BUTTON	# = NUMBER OF 6 RJ–45 PORTS AND CATEGORY 6 CABLES		
					SOLID NEUTRAL		4 = 4–BUTTON			COMMUNICATIONS DEVICE BOX – MOUNTED 4" O.C. ABOVE BACKSPLASH. (VERIFY HEIGHT WITH ARCHITECTURAL ELEVATIONS).
					MOTOR–NO. = HORSEPOWER		5 = 5–BUTTON			SINGLE PORT WIRELESS ACCESS POINT. ONE CATEGORY 6 RJ–45, ONE CATEGORY 6 CABLE
					LIMIT SWITCH		8 = 8–BUTTON			COMMUNICATIONS BISCUIT JACK
					FLOAT SWITCH		OS = OCCUPANCY SENSOR			PROVIDE ONE CATEGORY 6 RJ–45 AND ONE CATEGORY 6 CABLE (UNLESS OTHERWISE NOTED)
					PRESSURE SWITCH		D = SINGLE SWITCH DIMMER	CLASSROOM A/V SYSTEM		
					CONTROL STATION/PUSHBUTTON		DAYLIGHTING SENSOR, CEILING MOUNTED			TEACHER'S STATION INPUT MODULE #1 – WALL MOUNT (SEE DETAIL 2/E1.63)
					LOAD BREAK FUSE HOLDER AND FUSE		OCCUPANCY SENSOR, CEILING MOUNTED			TEACHER'S STATION INPUT MODULE #2 – WALL MOUNT (SEE DETAIL 2/E1.63)
							OCCUPANCY SENSOR, WALL MOUNTED			PROJECTOR WITH WALL MOUNTING BRACKET (BID ALTERNATE #6)(SEE DETAILS 1 AND 2/E1.63)
							EMERGENCY LIGHTING CONTROL UNIT (SWITCH OVERRIDE) (SEE DETAILS, SHEET E1.20)			INTEGRATED A/V SPEAKER WITH VOICE LIFT IR SENSOR – WALL MOUNTED #6)(SEE DETAIL 2/E1.63)
							LIGHTING CONTROLS – SINGLE RELAY, ROOM CONTROLLER (SEE DETAILS, SHEET E1.20)	SOUND REINFORCEMENT SYSTEM		
							LIGHTING CONTROLS – DUAL RELAY, ROOM CONTROLLER (SEE DETAILS, SHEET E1.20)			REMOTE IR RECEIVER – WALL MOUNTED
							LIGHTING CONTROLS – DUAL RELAY, 0–10V DIMMING ROOM CONTROLLER (SEE DETAILS, SHEET E1.20)			REMOTE SELECTOR SWITCH – WALL MOUNTED
							LIGHTING CONTROLS – TRIPLE RELAY, 0–10V DIMMING ROOM CONTROLLER (SEE DETAILS, SHEET E1.20)			WIRELESS MICROPHONE REMOTE ANTENNA PORT
							LIGHTING CONTROLS – SINGLE RELAY, UNIVERSAL DIMMING ROOM CONTROLLER (SEE DETAILS, SHEET 3 E1.20)			SPEAKER – CEILING OR PENDANT MOUNTED
						RECEPTACLE OUTLETS				SUBWOOFER SPEAKER – CEILING OR PENDANT MOUNTED
										AUXILIARY INPUT JACK – WALL MOUNTED
										MICROPHONE INPUT JACK – WALL MOUNTED
								SURVEILLANCE SYSTEM		
										FIXED DOME CAMERA – WITH MOUNT BRACKET (ARROW INDICATES DIRECTION OR FIELD–OF–VIEW)
										FIXED DOME CAMERA – RECESSED MOUNTED (ARROW INDICATES DIRECTION OF FIELD–OF–VIEW)
										MULTI–LENS FIXED DOME CAMERA WITH ADJUSTABLE AIMING LENSES – SURFACE MOUNT (ARROWS INDICATE DIRECTION OF FIELD–OF–VIEW, DOT IN THE CENTER INDICATES LENS STRAIGHT DOWN. ARM INDICATES INCLUDE POLE/WALL MOUNT BRACKET.)
								ELECTRICAL DEVICES		
										MOTOR (NUMBER = HORSEPOWER)
										MOTOR RATED SNAP SWITCH
										SWITCH WITH TIMER
								GENERAL WIRING SYMBOLS		
										JUNCTION BOX
										JUNCTION BOX – WALL MOUNTED
										WIRING RUN CONCEALED IN BUILDING STRUCTURE
										WIRING RUN CONCEALED UNDER SLAB OR BELOW GRADE
										INDICATES WIRE SIZE IF OTHER THAN #12AWG
										LINE OR PHASE CONDUCTOR
										NEUTRAL CONDUCTOR
										GROUNDING CONDUCTOR
										ARROWHEAD INDICATES HOMERUN TO EQUIPMENT/DEVICE. NOTED AT END OF ARROWHEAD, NUMBER (WHERE NOTED) INDICATES CIRCUIT WITHIN EQUIPMENT/DEVICE NOTED.
										CONDUIT TURN UP FROM BELOW SLAB OR BELOW FLOOR LEVEL
										CONDUIT TURN DOWN FROM CEILING OR THROUGH ROOF



DETAIL 15/E0.02
COMBINATION WALL BRACKET
ASSEMBLY DETAIL
SCALE: 1/2"=1'-0"

MATERIAL KEYING LEGEND

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509.624.1050

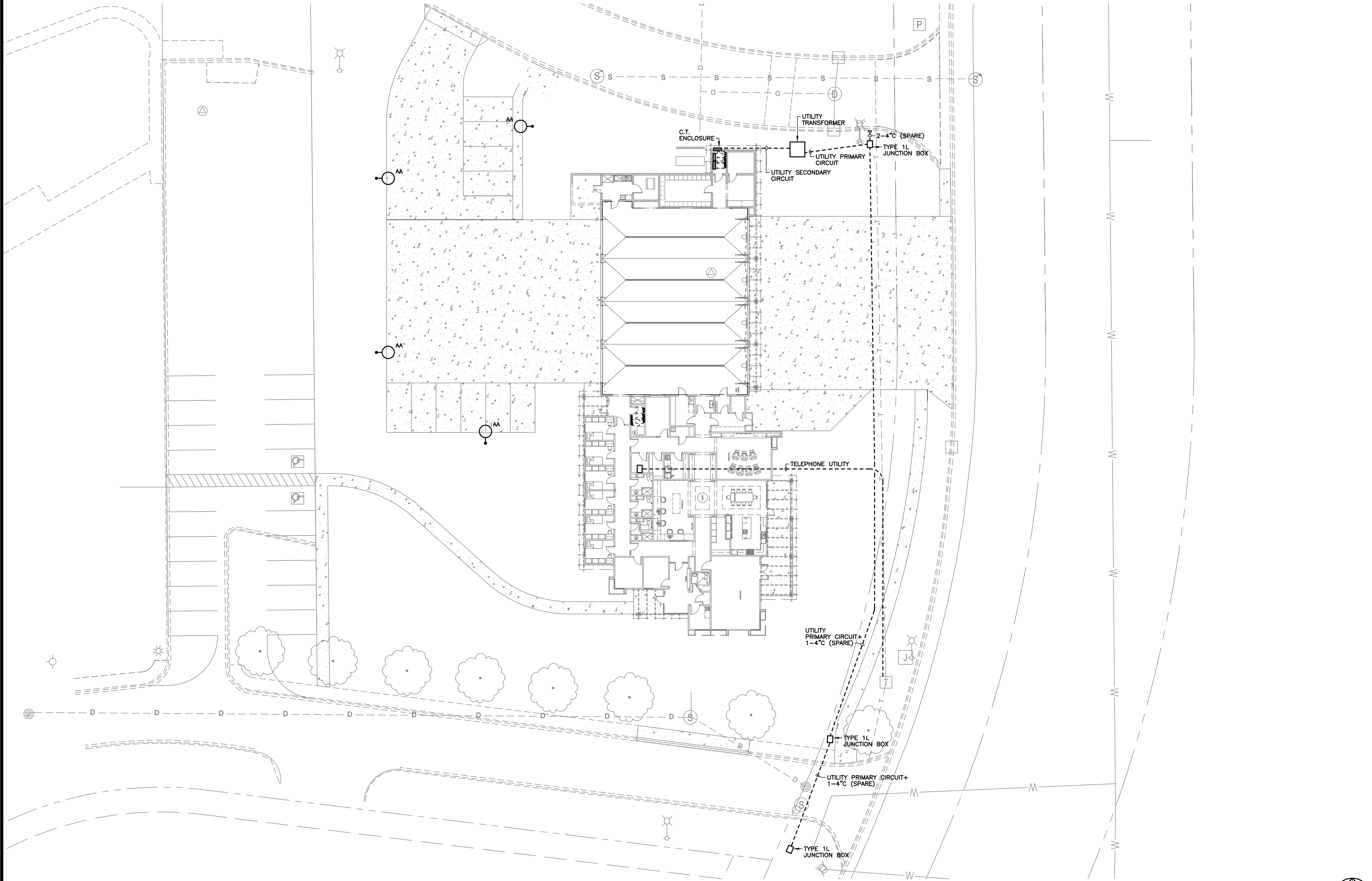
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RICHLAND FIRE STATION #74
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COMMON MOUNTING HEIGHTS AND DEVICES GROUPINGS

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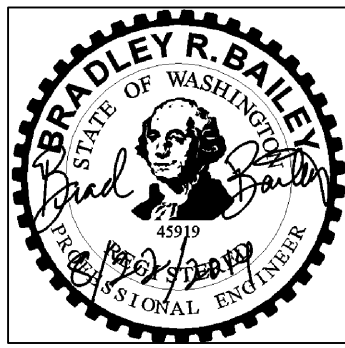
E0.02



1 ELECTRICAL SITE PLAN
1" = 20'-0"

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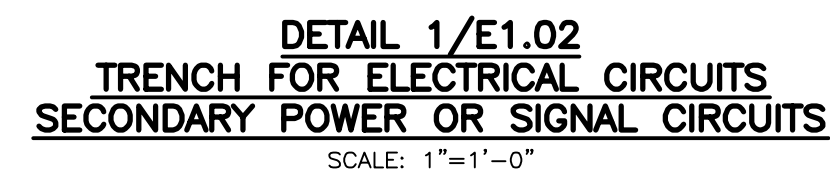
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ELECTRICAL SITE PLAN

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E100

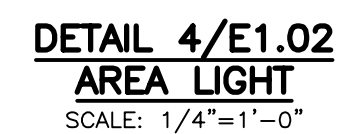


SCALE: NONE

NOTE: CONDUITS ARE SHOWN DIAGRAMATICALLY.
SEE PLAN DRAWING FOR ACTUAL CONDUIT
QUANTITIES AND SIZES. PROVIDE CUSTOMER
WITH KEY FOR LID.

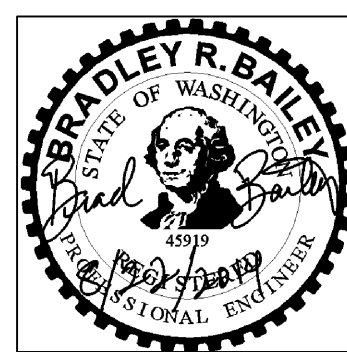


SCALE: NONE
(MAY BE SUBSTITUTED WITH PRE-CAST
BASE SIMILAR IN DESIGN)



MATERIAL KEYING LEGEND

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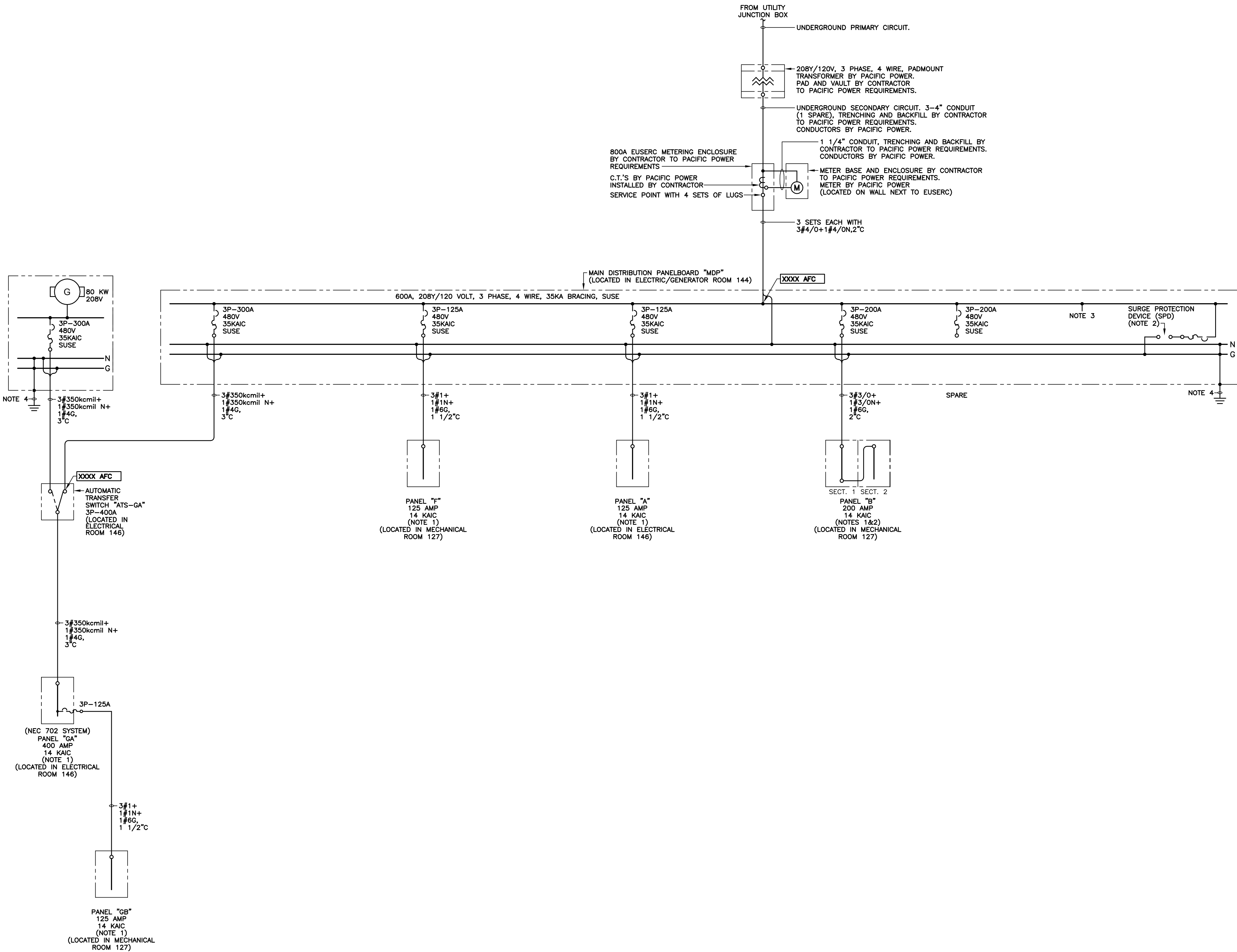
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ELECTRICAL DETAILS

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E1.02



MATERIAL KEYING LEGEND

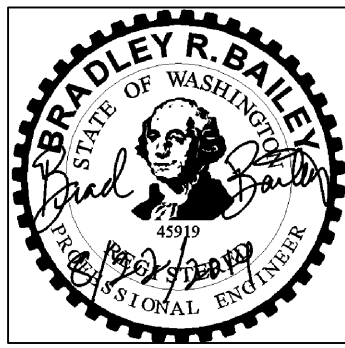
GENERAL NOTES

A. ONLY FAULT CURRENTS HIGHER THAN 10,000 ARE INDICATED.

SHEET NOTES

1. SEE PANELBOARD CIRCUIT SCHEDULES SHEETS E1.41 THROUGH E1.43 FOR BRANCH CIRCUIT INFORMATION.
2. SIZE SPD CIRCUIT BREAKER PER SPD MANUFACTURER'S REQUIREMENTS. PROVIDE SPD TYPE DEVICE THAT DOES NOT USE ONE OF THE SIX MAIN BREAKER POSITIONS IN THE SWITCHBOARD. SPD SHALL BE INSTALLED AS PART OF THE LISTED EQUIPMENT AND SHALL COMPLY WITH THE REQUIREMENTS OF ARTICLE 230.80(8) OF THE NATIONAL ELECTRICAL CODE.
3. PROVIDE PROVISIONS (BUS TIE BARS, MOUNTING HARDWARE) FOR FUTURE CIRCUIT BREAKERS.
4. SEE GROUNDING PLAN SHEET E4.30 FOR FURTHER INFORMATION.
5. PROVIDE CONDUCTORS BETWEEN SECTIONS OF MULTI-SECTION PANELBOARDS THAT ARE SIZED THE SAME AS PANELBOARD FEEDER CONDUCTORS.
6. PROVIDE UTILITY EXTERNAL DISCONNECT SWITCH COMPLIANT WITH NEC 690.13.
7. PROVIDE THREE PHASE CURRENT METERING ON BREAKER AS INDICATED. ELECTRONIC METERING RECORDER/INTERFACE MAY BE LOCATED IN PANEL ADJACENT TO OR INTEGRAL TO SWITCHBOARD. PROVIDE CURRENT TRANSFORMERS OR CURRENT TRANSMITTERS AS NEEDED FOR BREAKER NOMINAL CURRENT TO BE 50% TO 80% OF FULL SCALE OF RECORDING CURRENT METERING SYSTEM INPUTS. PROVIDE MANUFACTURER RECOMMENDED CABLEING BETWEEN TRANSMITTERS AND RECORDING DEVICE. ROUTE ALL CONDUCTORS AND CABLES NOT CONTAINED WITHIN ELECTRICAL EQUIPMENT IN CONDUIT, MINIMUM OF 1" SIZE.

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RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
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ONE LINE DIAGRAM

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E1.10

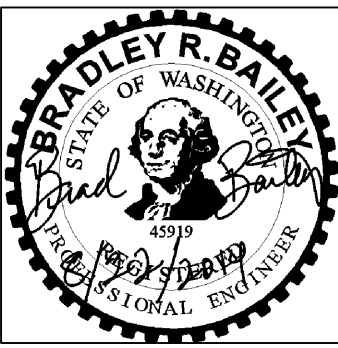
PANELBOARD CIRCUIT SCHEDULE PANEL F						
CKT. #	LOAD DESCRIPTION	BREAKER TYPE	POLE #	POLE #	BREAKER TYPE	LOAD DESCRIPTION
1	INFRA-RED HEATERS RH-1 AND RH-2	1P-20A	1	2		ROOFTOP UNIT RTU-1
3	INFRA-RED HEATERS RH-3 AND RH-4	1P-20A	3	4	3P-20A	
5	INFRA-RED HEATER RH-5	1P-20A	5	6		
7	EXHAUST FANS EF-1 AND EF-2	1P-20A	7	8		ROOFTOP UNIT RTU-2
9	EXHAUST FANS EF-3 AND EF-4	1P-20A	9	10	3P-20A	
11	EXHAUST FAN EF-5	3P-20A	11	12		
17	SPARE	1P-20A	17	18		ROOFTOP UNIT RTU-3
19	SPARE	1P-20A	19	20		
21	SPARE	1P-20A	21	22	3P-25A	
23	SPARE	1P-20A	23	24		ROOFTOP UNIT RTU-5
25	SPARE	3P-20A	25	26	3P-20A	
			27	28		
31	HEAT RECOVERY UNIT HRU-1	3P-50A	31	32	3P-20A	ROOFTOP UNIT RTU-6
			33	34		
			35	36		
37	ROOFTOP UNIT RTU-8	3P-25A	37	38	3P-20A	ROOFTOP UNIT RTU-7
			39	40		
			41	42		
43	WATER HEATER WH-1	1P-20A	43	44	1P-20A	FITNESS 110 RECEPTACLES
45	RECIRCULATION PUMP RCP-1	1P-20A	45	46	1P-20A	FITNESS 110 RECEPTACLES
47	ROOF MAINTENANCE RECEPTACLES	1P-20A	47	48	1P-20A	FITNESS 110 RECEPTACLES
49	ROOF MAINTENANCE RECEPTACLES	1P-20A	49	50	1P-20A	FITNESS 110 RECEPTACLES
51	ROOF MAINTENANCE RECEPTACLES	1P-20A	51	52	1P-20A	FITNESS 110 RECEPTACLES
53	SPARE	1P-20A	53	54	1P-20A	FITNESS 110 RECEPTACLES
55	SPARE	1P-20A	55	56	1P-20A	FITNESS 110 RECEPTACLES
57	SPARE	1P-20A	57	58	1P-20A	SPARE
59	SPACE		59	60	1P-20A	SPARE

PANELBOARD CIRCUIT SCHEDULE PANEL GB						
CKT. #	LOAD DESCRIPTION	BREAKER TYPE	POLE #	POLE #	BREAKER TYPE	LOAD DESCRIPTION
1	SPACE		1	2	1P-20A	FIRE ALARM CONTROL PANEL
3	SPACE		3	4		SPACE
5	SPACE		5	6		SPACE
7	SPACE		7	8		SPACE
9	SPACE		9	10		SPACE
11	SPACE		11	12		SPACE
13	SPACE		13	14		SPACE
15	SPACE		15	16		SPACE
17	SPACE		17	18		SPACE
19	SPACE		19	20		SPACE
21	SPACE		21	22		SPACE
23	SPACE		23	24		SPACE
25	SPACE		25	26		SPACE
27	SPACE		27	28		SPACE
29	SPACE		29	30		SPACE
31	SPACE		31	32		SPACE
33	SPACE		33	34		SPACE
35	SPACE		35	36		SPACE
37	SPACE		37	38		SPACE
39	SPACE		39	40		CONDENSING UNIT CU-1
41	SPACE		41	42	2P-25A	AIR CONDITIONER AC-1

SECTION 1 OF 1

MATERIAL KEYING LEGEND

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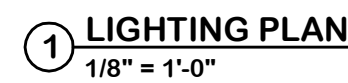
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PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON

PANEL SCHEDULES

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E1.41

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LIGHTING PLAN

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E2.01

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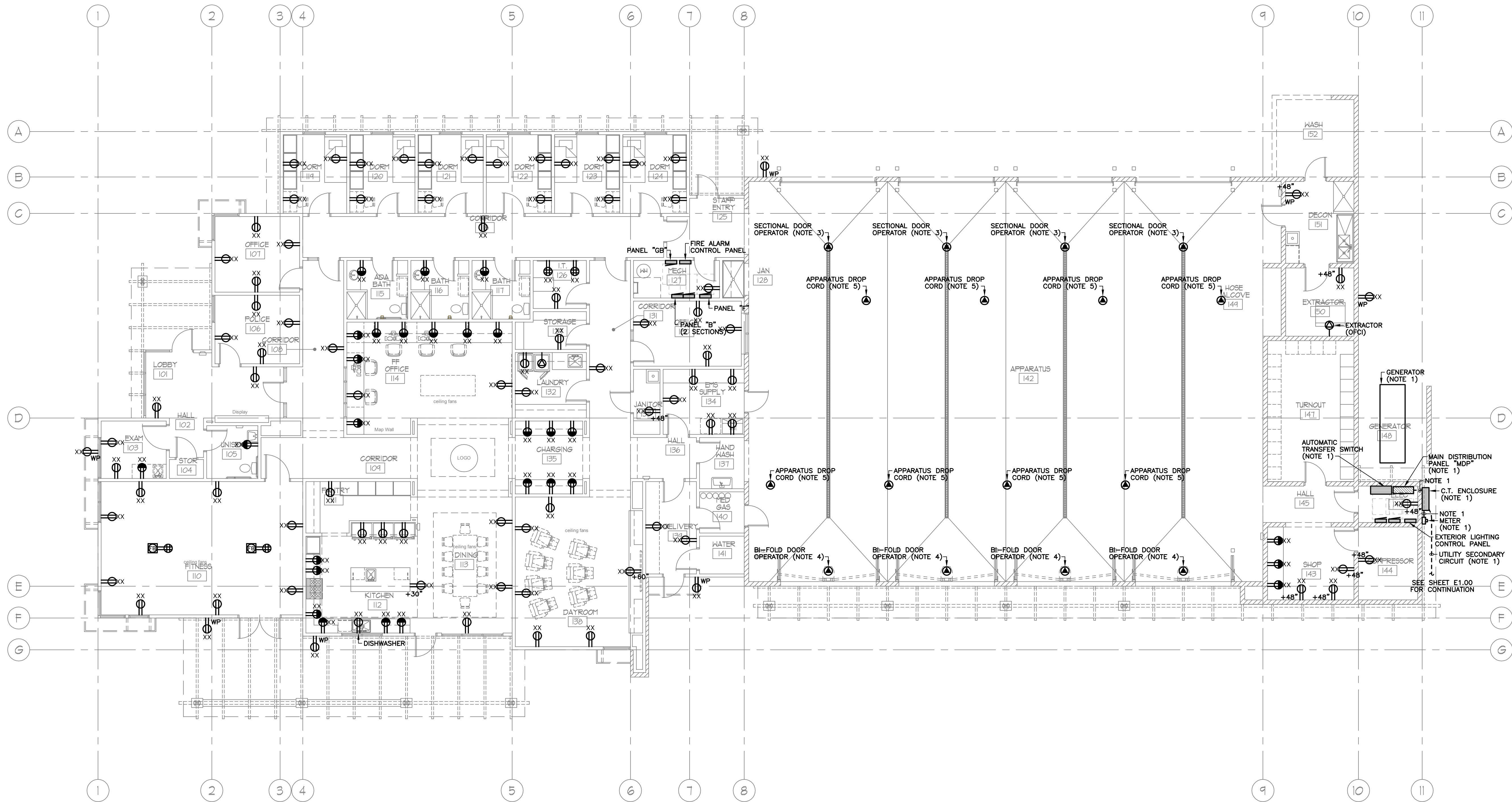
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1 POWER PLAN
1/8" = 1'-0"

MATERIAL KEYING LEGEND

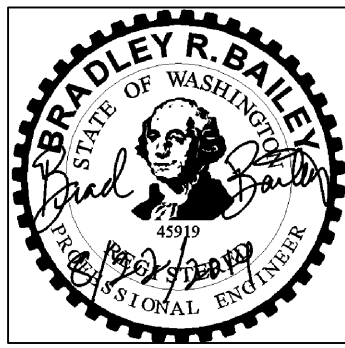
GENERAL NOTES

- A. SEE SHEET E0.02 FOR MOUNTING HEIGHT AND DEVICE GROUPING DETAILS. PRIOR TO ROUGH-IN, VERIFY EACH DEVICE LOCATION WITH THE REFLECTED CEILING PLAN, AND ARCHITECTURAL INTERIOR/EXTERIOR ELEVATIONS, AND CASEWORK SHOP DRAWINGS AND/OR CASEWORK INSTALLER. NOTE ANY CONFLICTS IN LOCATIONS, INCLUDING CONFLICTS WITH SEAMS/BREAKS, IN ARCHITECTURAL MATERIALS, AND NOTIFY THE ENGINEER (FOR ISSUES THAT CANNOT BE RESOLVED ON SITE).
- B. CONTRACTOR SHALL MARK THE EXTERIOR OF EACH JUNCTION BOX WITH PANEL AND CIRCUIT IDENTIFICATION NUMBERS FOR ALL CIRCUITS WITHIN, USING PERMANENT INK OR LABEL SYSTEM.
- C. CONDUIT WITH INDIVIDUAL INSULATED CONDUCTORS SHALL BE USED IN LIEU OF MC CABLE FOR ANY HOME RUN AND ANY AREA THAT THE CONDUIT IS EXPOSED OR THAT IS SUSCEPTIBLE TO DAMAGE.
- D. GFCI RECEPTACLES ARE NOT SPECIFICALLY NOTED ON THESE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE GFCI RECEPTACLES WHERE REQUIRED BY THE NATIONAL ELECTRICAL CODE (NEC).
- E. ALL CIRCUITS SHALL BE RUN OVERHEAD, UNLESS SPECIFICALLY NOTED. UNDERGROUND CIRCUITS THAT ARE SHOWN SHALL BE ROUTED MINIMUM OF 6" BELOW SLAB.
- F. PROVIDE TAMPERPROOF RECEPTACLES BELOW 60" IN ALL COMMON AREAS AND ANY AREA ACCESSIBLE TO CHILDREN. (I.E. LOBBY AND EXAM) AND ANY AREA REQUIRED BY CODE.

SHEET NOTES

1. SEE ONE LINE DIAGRAM SHEET E1.10 FOR CIRCUIT / FEEDER, OR EQUIPMENT INFORMATION.
2. ROUTE CONDUIT FROM PANEL WITH INDIVIDUAL INSULATED CONDUCTORS TO ACCESSIBLE JUNCTION BOX ABOVE ACCESSIBLE CEILING OR IN INTERSTITIAL SPACE. FROM THERE TO OUTLET DEVICES, THE CONTRACTOR MAY NOT USE MC CABLE.
3. PROVIDE COMPLETE WORKING SECTIONAL DOOR CIRCUIT AND CONTROLS INCLUDING BUT NOT LIMITED TO POWER, SELECTOR SWITCH, LIMIT SENSORS, AND SAFETY EDGE SENSORS.
4. PROVIDE COMPLETE WORKING BI-FOLD DOOR CIRCUIT AND CONTROLS INCLUDING BUT NOT LIMITED TO POWER, SELECTOR SWITCH, LIMIT SENSORS, AND SAFETY EDGE SENSORS.
5. DROP CORD FOR APPARATUS. COORDINATE LOCATION AND LENGTH OF CORD WITH OWNER. PROVIDE STRAIN RELIEF FOR HANGING PORTION OF THE CORD.

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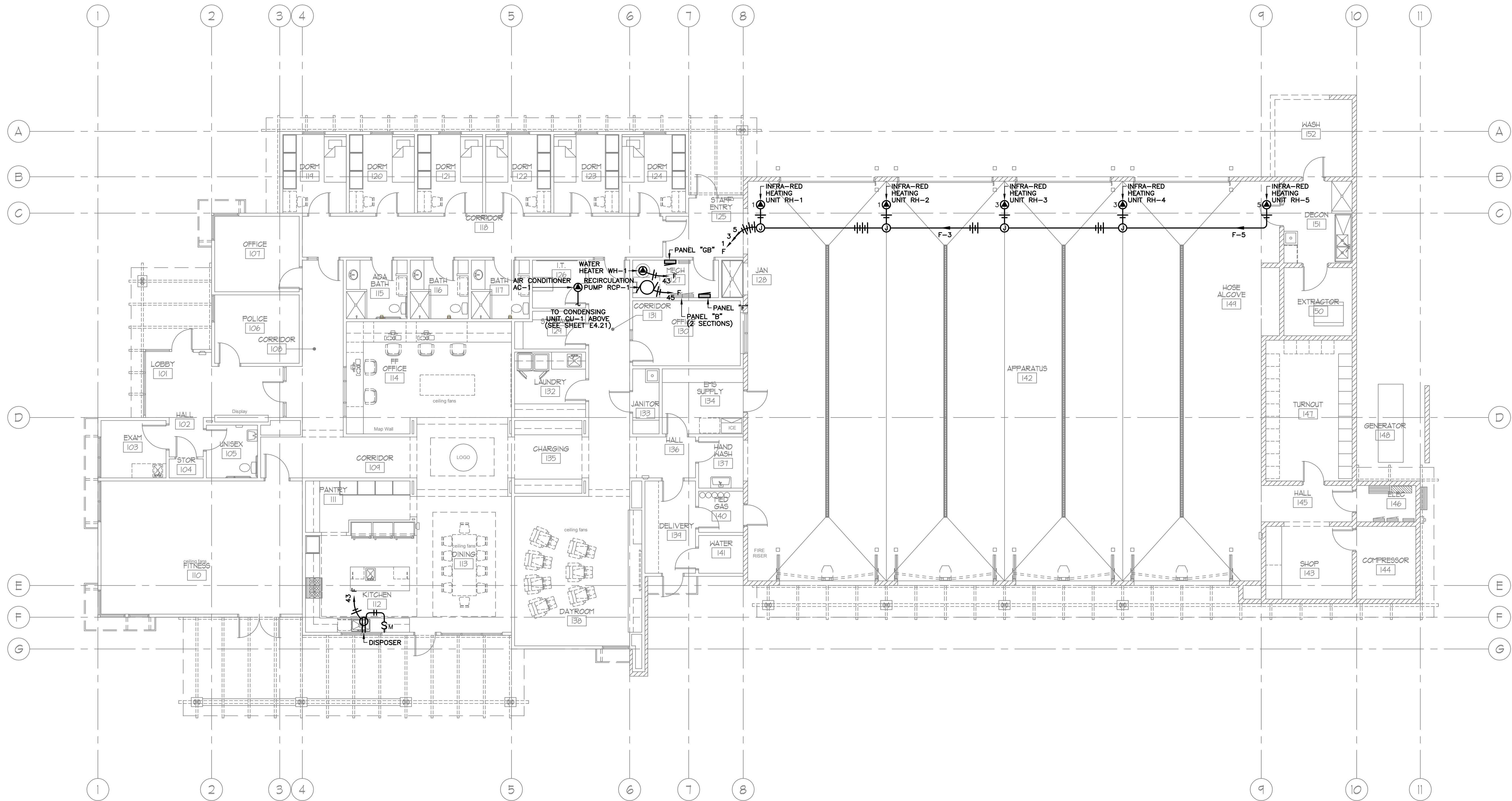
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POWER PLAN

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E3.01



1 MECHANICAL POWER PLAN
1/8" = 1'-0"

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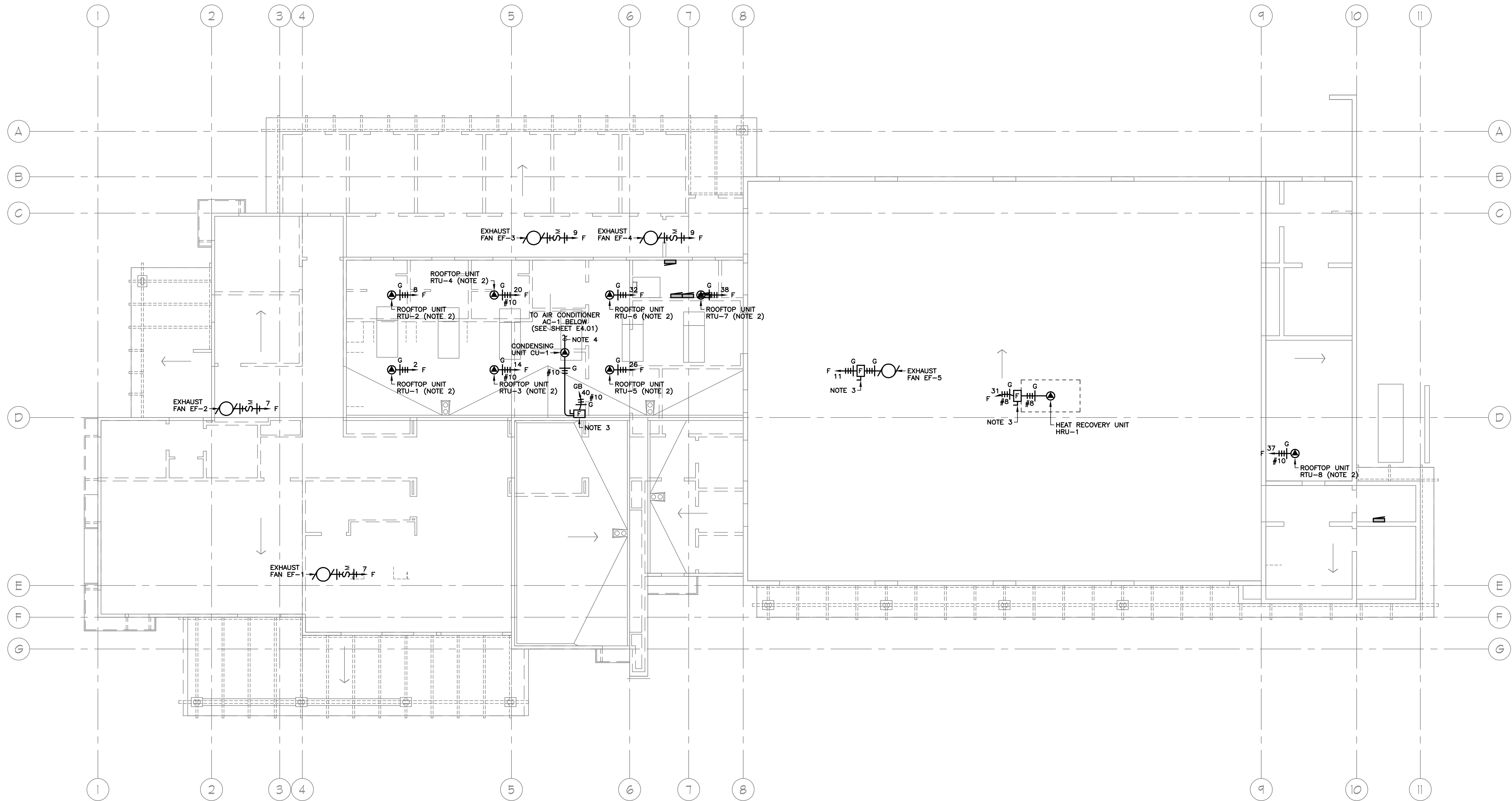
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PARCEL: APN 116984020002002
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MECHANICAL POWER PLAN

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E4.01

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1 MECHANICAL POWER PLAN - ROOF
1/8" = 1'-0"

MATERIAL KEYING LEGEND

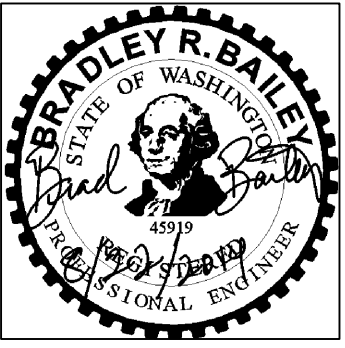
GENERAL NOTES

- A. COORDINATE EXACT LOCATION OF MECHANICAL EQUIPMENT AND ELECTRICAL CONNECTIONS TO AND WITHIN MECHANICAL EQUIPMENT WITH THE MECHANICAL/CONTROLS INSTALLER AND THE MECHANICAL/CONTROLS SUBMITTAL DRAWINGS PRIOR TO DEVICE ROUGH-IN.
- B. ROOF PENETRATIONS; WHERE POSSIBLE, LOCATE PENETRATION WITHIN CURBING FOR MECHANICAL / ELECTRICAL EQUIPMENT. COORDINATE ALL ROOF PENETRATIONS WITH ROOF INSTALLER PRIOR TO ROUGH-IN. SEAL ALL PENETRATION WITH RECOMMENDED SEALING METHODS OF THE ROOF INSTALLER AND SPECIFICATIONS.
- C. FOR EACH PIECE OF MECHANICAL EQUIPMENT SHOWN; CONTROL RELAY SPECIFIED UNDER DIVISION 23/25 SHALL BE INSTALLED UNDER DIVISION 26. COORDINATE EXACT LOCATION RELAY WITH MECHANICAL CONTROLS INSTALLER PRIOR TO ROUGH-IN.

SHEET NOTES

- 1. SEE ONE LINE DIAGRAM SHEET E1.10 FOR CIRCUIT / FEEDER, OR EQUIPMENT INFORMATION.
- 2. INTEGRAL DISCONNECTING MEANS SPECIFIED UNDER DIVISION 23/25. SEE MECHANICAL DRAWINGS FOR FURTHER INFORMATION.
- 3. VERIFY DISCONNECT SIZE, AND IF APPLICABLE, FUSE SIZE WITH ACTUAL EQUIPMENT NAMEPLATE INFORMATION PRIOR TO INSTALL.
- 4. PROVIDE MANUFACTURER'S RECOMMENDED CONDUCTORS IN 3/4" MINIMUM CONDUIT FOR THERMOSTAT.
- 5. VFD IS SPECIFIED UNDER DIVISION 23 AND INSTALLED UNDER DIVISION 26. INSTALL, CONNECT AND START UP DRIVE IN COOPERATION WITH HVAC SYSTEM INSTALLER. VFD SHALL BE SUPPLIED WITH DISCONNECTING MEANS.

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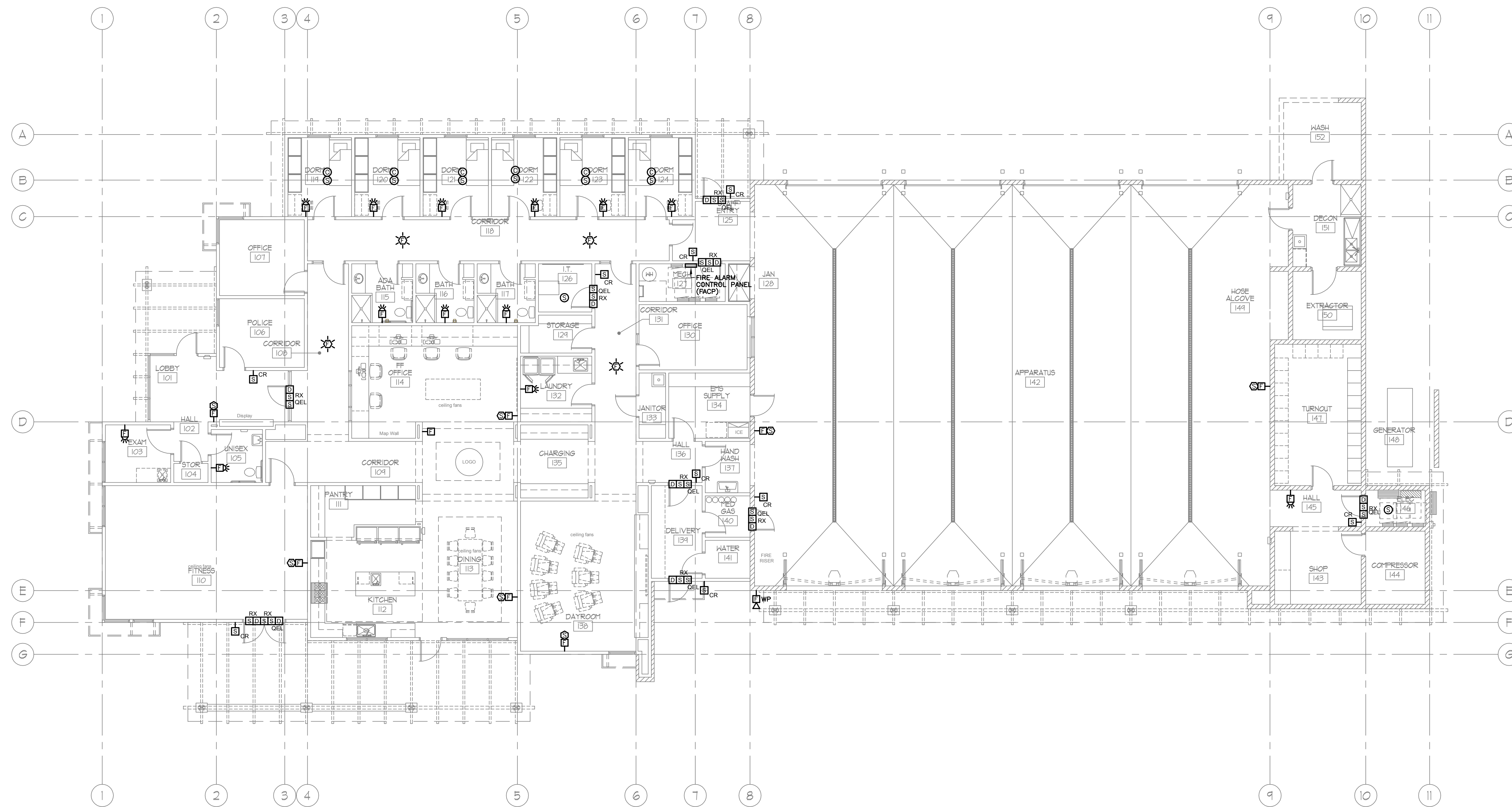
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E4.21

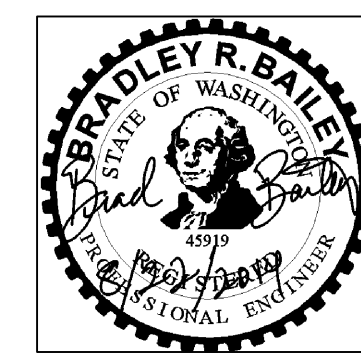
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MECHANICAL POWER PLAN - ROOF



① FIRE AND SECURITY PLAN
1/8" = 1'-0"

MATERIAL KEYING LEGEND



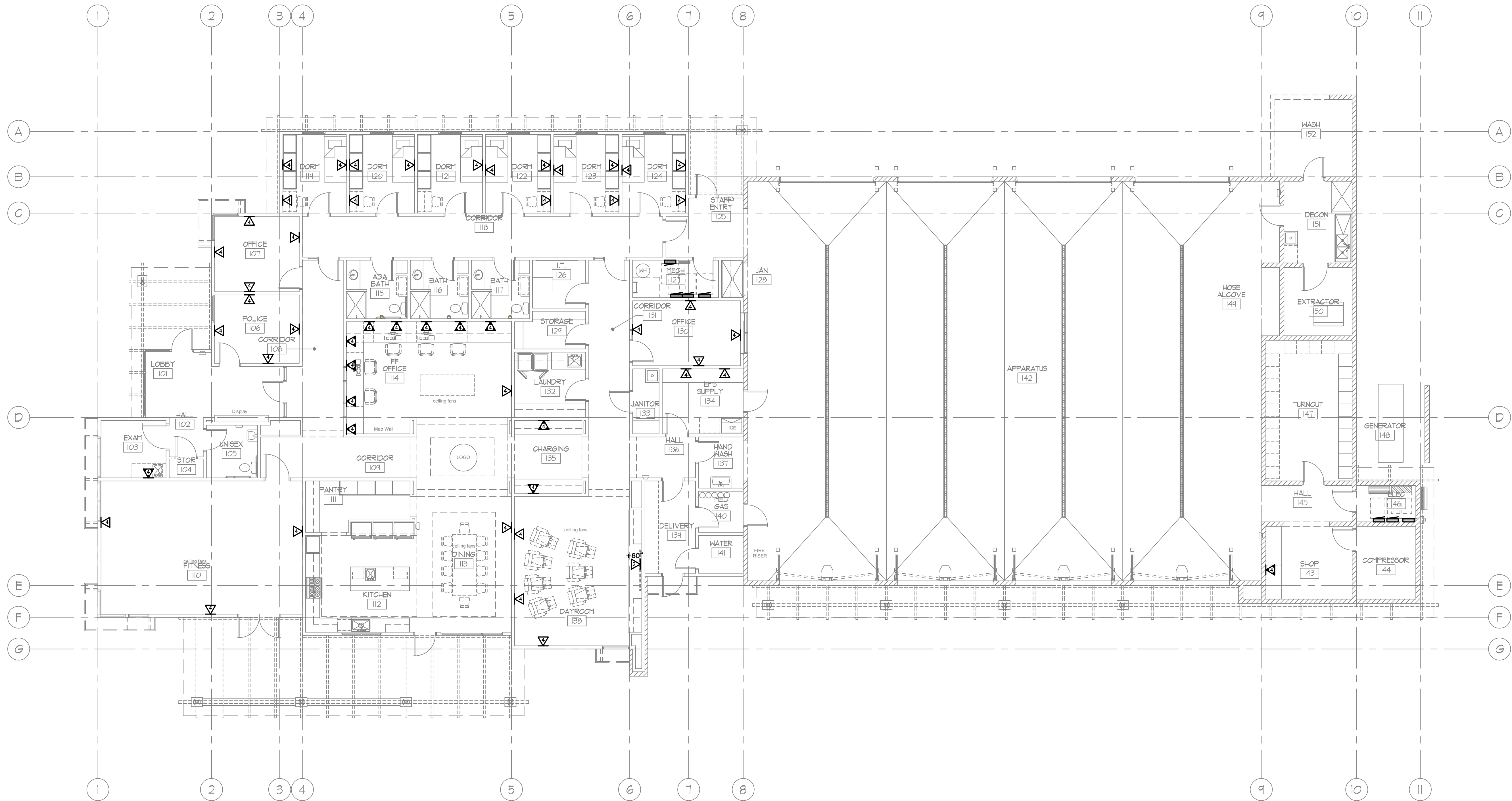
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1 COMMUNICATIONS PLAN
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REV.	DATE	DESCRIPTION

509.533.9292
509.624.1050
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■ **STRUCTURAL**
LSB ENGINEERS
533 EAST THIRD AVE
SPokane, WA 99202

■ **MECHANICAL**
MSI ENGINEERS
1000 W. 1ST ST
Spokane, WA 99201

■ **ELECTRICAL**
CONLEY ENGINEERING
P.O. BOX 4325
YAKIMA, WA 98902

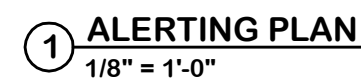
RICHLAND FIRE STATION #74
PARCEL: APN 116984020002002
CITY OF RICHLAND, WASHINGTON

COMMUNICATIONS PLAN

NOT FOR CONSTRUCTION

PROJECT NO.	1425
DESIGNED BY	MLO
DRAWN BY	MLO
ISSUE DATE	08/22/2014
CHECKED BY	
PHASE	PERMIT SET
SHEET NO.	

E6.01



E7.01

- **STRUCTURAL**
LSB ENGINEERS
523 EAST THIRD AVE
SPOKANE, WA 99202
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P.O. BOX 8326
YAKIMA, WA 98902
509.965.9872

Exhibit B1

Insurance Exhibit—Design Builder's Insurance Requirements



ARCHWES-01

LPERRY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hartwell Corporation PO Box 400 Caldwell, ID 83606	CONTACT NAME: Lynda Perry	
	PHONE (A/C, No, Ext): (208) 459-1678	FAX (A/C, No): (208) 454-1114
	E-MAIL ADDRESS: lynda@thehartwellcorp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : U. S. Specialty Insurance Co	
INSURED Architects West Inc. 210 E. Lakeside Avenue Coeur D'Alene, ID 83814-2833	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liabili			USS1930013	8/8/2019	8/8/2020	Each Claim Limit 2,000,000
A	\$50,000 Deductible			USS1930013	8/8/2019	8/8/2020	Aggregate Limit 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Richland Washington Attn: Ms. Irma Bottineau 625 Swift Boulevard Richland, WA 99352	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Exhibit B2

Form of Payment Bond

To be incorporated as part of the GMP Amendment to the Agreement.

Exhibit B3

Form of Performance Bond

To be incorporated as part of the GMP Amendment to the Agreement.

Exhibit C

Phase 1 and 2 Scope of Services

To be incorporated as part of the GMP Amendment to the Agreement.

Exhibit D

Phase 1 Level of Effort and Hourly Rates and Allowance Items

To be incorporated as part of the GMP Amendment to the Agreement.

Exhibit E

Form Phase 2 Amendment

To be incorporated as part of the GMP Amendment to the Agreement.

Exhibit F

Form Change Orders

To be incorporated as part of the GMP Amendment to the Agreement.



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

Note: This document has been modified from the DBIA Form. A redlined version will be provided upon request.

Document No. 535

Second Edition, 2010

© Design-Build Institute of America
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, *Progressive Design-Build Agreement Between Owner and Design-Builder – with Cost Plus Fee and a Guaranteed Maximum Price* (2010 Edition) (as revised).

1.2.2 *Initial Basis of Design Documents* are those documents developed as a Phase 1 deliverable that outline the scope of the Project and include the Agreement; the DBIA 535 Form of General Conditions of Progressive Design-Build Contract (as revised), and the other documents required as a Phase 1 deliverable.

1.2.3 *Commercial Terms* are any terms that establish a GMP, Not to Exceed, Lump Sum, Hourly Rate 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 *Contingencies* are the amounts available for Design-Builder's use and are defined in Section 6.4.4 of the Agreement. The Cost of the Work Contingency is defined in Section 6.4.4.1.a of the Agreement. The Design-Builder's Contingency is defined in Section 6.4.4.1.b of the Agreement.

1.2.6 *Contract Time* consists of the dates set forth in Article 5 of the Agreement.

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

1.2.8 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.9 *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.

1.2.10 *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.

1.2.11 *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by, or for, the Design-Builder: (1) to the Owner under the Contract Documents; or (2) developed or prepared by or for the Design-Builder specifically to discharge its duties under the Contract Documents.

1.2.12 *Final Basis of Design Documents* are the documents agreed upon in the GMP Amendment by the Owner and Design-Builder at the conclusion of Phase 1 that comprise the performance and other requirements of the Project.

1.2.13 *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 hereof and the submission and receipt of all documents set forth in Section 6.7.2 hereof.

1.2.14 *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.

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

1.2.16 *GMP Amendment* means an amendment to the Agreement entered into the parties at the conclusion of Phase 1 that establishes the Final Basis of Design Documents, the GMP, the Project Schedule and other terms agreed to by the parties.

1.2.17 *Phase 1* is the first 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 Phase 1, the Design-Builder shall submit the deliverables set forth in the Contract Documents.

1.2.18 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of the Agreement.

1.2.19 *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.

1.2.20 *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.

1.2.21 *Original GMP* is the GMP set forth in the Agreement.

1.2.22 *Owner Directed Allowances* are the amounts defined in Section 6.4.1.6 of the Agreement.

1.2.23 *Owner Provided Information* is all information provided by the Owner to the Design-Builder during the course of the Project.

1.2.24 *Phase 2* is the second phase of the Project that commences after the parties enter into the GMP Amendment. The scope of Phase 2 shall be set forth in the GMP Amendment.

1.2.25 *Project Schedule* is the schedule provided by the Design-Builder and approved by the Owner pursuant to Section 2.1.3 hereof and Exhibit C Scope of Services.

1.2.26 *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.

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

1.2.28 *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.

1.2.29 *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.

1.2.30 *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.

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

1.2.32 *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.

1.2.33 *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 status reports detailing the progress of the Work as set forth in Exhibit C Scope of Services, including but not limited to (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 accounts; 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). In addition to the frequency set forth in Exhibit C Scope of Services, 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 the schedules and deliverables set forth in Exhibit C Scope of Services, including but not limited to the Project Schedule for the execution of Work 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 Project Schedule shall be revised as required by Exhibit C Scope of Services and the 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 Project Schedule and other deliverables provided by Design-Builder 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 any procedures additional to Exhibit C Scope of Services, 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 information required in Exhibit C Scope of Services 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.

2.1.6 Design Builder hereby assigns to Owner all its interest in first-tier subcontracts now or hereafter entered into by Design Builder for performance of any part of the Work. The assignment will be effective upon acceptance by Owner in writing and only as to those subcontracts which the Owner designates in writing. The Owner may accept said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Design Builder's rights under the Contract Documents. Such assignment is part of the consideration to the Owner for entering into the Contract with Design Builder and may not be withdrawn prior to Final Completion.

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 including but not limited to any third-party beneficiary rights. Design-Builder assumes responsibility to Owner for the proper performance of the Work of the Design Consultants and any Sub-Consultant and any acts and omissions in connection with such performance.

2.3 Standard of Performance for Professional Services.

2.3.1 The standard of care for all professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable 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 Initial and/or Final Basis of Design Documents.

2.3.2 Design Builder shall perform all activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents.

2.4 Design Development Services.

2.4.1 Design-Builder shall provide the Design Submissions set forth in the Contract Documents. Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any additional 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 10 hereof and obtain a Change Order before such proposed designs are incorporated into an approved Design Submission or Construction Documents.
- .2** Design-Builder shall provide the Design Submissions set forth in Exhibit C Scope of Services. 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 10 hereof. Changes to the Initial or Final Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1 hereof, shall be processed in accordance with Article 9 hereof.
- .5 The Design-Builder shall provide an updated cost model for the Project periodically as required in Exhibit C Scope of Services. 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. Both parties must agree to include a Reliable Design Decision in the Design Log.
 - b. The Design Log shall be updated after every Design Review Meeting, and in any case, on a weekly basis.
 - c. 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.
 - d. 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 Articles 9 and 10 hereof.
- .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 by the parties and recorded as set forth in the Contract Documents. 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 and Exhibit C Scope of Services. 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 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 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 ten business days.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare 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 Unless the parties have identified permits in an owner's permit list attached as either an exhibit to the Agreement or as part of the Initial or Final Basis of Design Documents, 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 The Design-Builder shall assemble and install all equipment according to the applicable manufacturer's installation instructions. Work that does not conform to the applicable instructions and/or any resulting errors in assembly or installation shall be corrected by the Design-Builder. If the Owner determines that the Design-Builder has incorrectly assembled, installed and/or damaged any such equipment, the Design-Builder shall, at its own expense, furnish a competent manufacturer's representative to assist, instruct and approve the Design-Builder's corrected work.

2.7.4 If any materials or equipment are stored by Design-Builder, they shall be stored so as to ensure the preservation of their quality and fitness. Materials and equipment shall be placed on platforms or other hard, clean surfaces, and not on the ground, and shall, if necessary, be placed under cover and heated adequately to prevent condensation, oxidation or freezing. Stored materials and equipment shall be located so as to facilitate observation. The Design-Builder shall be responsible for all damage or loss that occurs as a result of its fault or negligence in connection with the care and protection of all materials and equipment until acceptance by the Owner.

2.7.5 Design-Builder is responsible for verifying that any equipment supplied by the Owner is in working order and sufficient for the purposes for which it was intended in the Project. If equipment furnished by Owner is not in working order or is not sufficient for the Project, Design-Builder shall notify Owner immediately, and Owner shall either repair or replace the equipment, at Owner's sole discretion. Design-Builder is responsible for the proper installation of the equipment furnished by Owner.

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 Subcontracts

2.8.1 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 the Work applicable to each Subcontractor, provide Owner with a list of all Subcontractors performing the work to Owner. To the extent that the Design-Builder has not selected a Subcontractor prior to performing the applicable 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.

2.8.2 Design-Builder shall submit a Subcontracting Procurement Procedure pursuant to Section 2.8.3.1 hereof during Phase 1 as required in Exhibit C Scope of Services, subject to the approval of the Owner. After approval by the Owner, Design-Builder may only modify the Subcontracting Plan upon obtaining written approval from the Owner. Design-Builder may not award any Subcontract on the basis of a lump sum price without obtaining prior written permission from the Owner, such permission shall not be unreasonably withheld.

2.8.3 All subcontracted Work associated with the performance of the construction shall be awarded by Design-Builder in accordance with a Subcontractor Procurement Procedure established during Phase 1. Design-Builder shall identify the scope of subcontracted Work ("Subcontract Package") and shall identify qualified Subcontractors for each Subcontract Package. Unless approved in writing by the Owner, the Subcontractor Procurement Procedure shall comply

with the following:

- .1 All subcontracted work associated with performance of Construction Packages shall be award by the Design-Builder to Subcontractors in accordance with a best value selection process established between the parties. Unless otherwise agreed in writing by the parties, the best value selection process shall contain mutually acceptable evaluation criteria for the proposal and selection process that is clear and consistent and includes both qualifications and price.
- .2 The Design-Builder may only modify the Subcontractor Procurement Procedure after obtaining written approval from the Owner. Any such modification shall be at the sole risk and responsibility of the Design-Builder and without any modification to any applicable Commercial Terms.
- .3 The Design-Builder's selection of Subcontractors shall comply with the following requirements, unless modified by the Subcontractor Procurement Procedure approved in writing by the Owner:
 - a. The Design-Builder shall identify the scope of the Work to be subcontracted and shall identify at least three pre-qualified Subcontractors for such scope for written approval by the Owner.
 - b. After approval of the pre-qualified Subcontractors by the Owner, the Design-Builder shall select from the three pre-approved Subcontractors for the identified scope of the Work, unless it obtains prior written approval from the Owner to select a different Subcontractor.
 - c. If the Design-Builder cannot reasonably identify three pre-qualified Subcontractors, it shall inform the Owner in writing as to the reason for the inability to identify the Subcontractors and shall not proceed with the selection of a Subcontractor without the prior written approval of the Owner.
 - d. The Design-Builder shall select Subcontractors on the basis of the best value to the Project. If in the Design-Builder's determination, the Subcontractor who proposes the best value did not propose the lowest cost, the Design-Builder shall (i) provide a written justification for the selection of the Subcontractor, and (ii) obtain the Owner's written approval prior to Design-Builder entering into the Subcontract.

2.8.4 Design-Builder must obtain prior, written approval from the Owner for the Design-Builder or the lead Constructor (if the lead Constructor is not also the Design-Builder) to self-perform construction Work.

1. For each scope of Work for which Design-Builder proposes self-performance, Design-Builder must submit to the Owner a proposal that contains the following minimum information as well as any other information reasonably requested by the Owner:
 - a. A detailed description of the scope of Work; and
 - b. A detailed explanation of the effect of the self-performed construction Work on the Project, including but not limited to cost savings, benefits to the Project, and risks to the Project;
2. Design-Builder will provide the Owner with an estimate of the costs for all self-performed construction Work on an open book basis. In calculating the costs for self-performed construction Work, the following shall apply:
 - a. The costs for self-performed construction Work shall not include costs that are also included in the Fixed General Conditions Costs.
 - b. Notwithstanding the above, Design-Builder may include in the costs for self-performed construction Work additional general conditions costs that are directly associated with the self-performed construction Work that Design-Builder would not have incurred but for the self-performed construction Work.

2.8.5 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.

2.8.6 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.

2.9 Design-Builder's Responsibility for Project Safety.

2.9.1 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.

2.9.2 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.

2.9.3 Design-Builder's responsibility for safety under this Section 2.9 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.

2.10 Design-Builder's Warranty.

2.10.1 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 2.10 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.11 Correction of Defective Work.

2.11.1 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 2.10 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.

2.11.2 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.

2.11.3 The one-year period referenced in Section 2.11.1 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.

2.12 Contract Phases

2.12.1 Phase 1. Phase 1 shall commence upon Notice to Proceed from the Owner and shall end on the Phase 1 Completion Date as set forth in Section 5.2 of the Agreement. The services provided by the Design-Builder during Phase 1 shall be established in Exhibit C Scope of Services.

.1 In Phase 1, the Design-Builder shall carefully and thoroughly examine the information set forth in Exhibit C Scope of Services, 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 Phase 1 as set forth in Exhibit C Scope of Services. Notwithstanding the above, the parties recognize that the Design-Builder relied on the information set forth in the Request for Proposals to establish the Phase 1 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 Phase 1 NTE, provided that the Design-Builder meets the requirements in Section 4.2.1 hereof.

.3 The Design-Builder shall provide the submissions set forth in Exhibit C Scope of Services. In addition, the Design-Builder and the Owner shall, consistent with any applicable provision of the Contract Documents, 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 Scope of Services by the conclusion of Phase 1. The extent to which such verification will occur in Phase 1 shall be set forth in Exhibit C Scope of Services. 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 Scope of Services, Design-Builder shall, at the conclusion of Phase 1, provide Owner with written notice of any such material differences

in the GMP Proposal. 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 hereof. Design-Builder shall not be entitled to a Change Order for Differing Site Conditions pursuant to Section 4.2.1(i) hereof if the Differing Site Condition could have been discovered, with reasonable diligence, during Phase 1.

.5 At the conclusion of Phase 1, the Design-Builder will submit a GMP Proposal pursuant to Exhibit C Scope of Services and Section 6.6.1.5 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. Upon execution of the GMP Amendment, the Design-Builder shall provide a payment and performance bond for the amount of the GMP.

.6 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 6.6.1.8 of the Agreement, the Design-Builder shall be entitled to be paid in the same manner as it was paid during Phase 1; however, in no case shall the Design-Builder be entitled to be paid in excess of the GMP Development NTE.

2.12.2 Phase 2. Phase 2 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 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 The Initial Basis of Design Documents sets forth the information provided by the Owner.

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 Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth except those identified in the owner's permit list pursuant to Section 2.6.1 hereof.

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 Phase 1. Unless working with 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 Phase 1, 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 the Contract Documents 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) hereof if the Differing Site Condition could have been discovered, with reasonable diligence, during Phase 1.

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.

4.3 Archaeological Resources

4.3.1 In the event the Design-Builder or any of its Subcontractors inadvertently discover archaeological resources at any time during the project, Design-Builder shall immediately notify the Owner and suspend all excavation activities at the site.

4.3.2 "Archaeological Resource" shall mean any material remains of human life or activities which are of interest. This shall include all sites, objects, structures, artifacts, implements, and locations of prehistoric or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to objects pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and their habitation sites, including rock shelters and caves, their artifacts and implements of culture such as projectile points, arrowheads, skeletal remains, grave goods, basketry, pestles, mauls and grinding stones, knives scrapers, rock carvings and paintings, and other implements and artifacts of any material or form.

4.3.3 The disturbance of any cairn or Native Indian grave is prohibited by the Indian Graves and Records Act (RCW 27.44).

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 B1 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 or authorized entity to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit B1 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.

5.2.2 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 Builder's Risk Insurance.

5.3.1 Design-Builder shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located builder's risk insurance on an "all risk" or equivalent policy form 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 Design-Builder 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 be on a special perils form and 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 builder's risk insurance shall include physical loss or damage to the Work, including temporary buildings, debris removal, and damage to 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 Design-Builder is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1 to the extent that the Design-Builder, or any subcontractor or subconsultant of any tier is responsible for the claim against the builder's risk insurance.

5.3.2 Not used.

5.3.3 Not used.

5.3.4 Any loss covered under the builder's risk 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. Such waiver shall be effective whether the person or entity would otherwise have a duty of indemnification, do not pay the insurance premiums, and whether or not the person or entity had an insurable interest in the property damaged.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Design-Builder shall submit for Owner's review and approval a preliminary schedule of values for all of the Work as set forth in Exhibit C Scope of Services. 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 If authorized by Owner, the Application for Payment may include request for payment for equipment and/or material delivered to the Site and suitably stored, or for completed preparatory work. Payment may similarly be requested for material stored off Site, provided Design-Builder complies with or furnishes satisfactory evidence of the following or obtains written approval from Owner:

- .1 The material will be placed in a warehouse that is structurally sound, dry, lighted and suitable for the materials to be stored;
- .2 The warehouse is located within a 10-mile radius of the Project. Other locations may be utilized, if approved in writing, by Owner;
- .3 Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project);
- .4 Design-Builder furnishes Owner a certificate of insurance extending Design-Builder's insurance coverage for damage, fire, and theft to cover the full value of all materials stored, or in transit;
- .5 The warehouse (or secure portion thereof) is continuously under lock and key, and only Design-Builder's authorized personnel shall have access;
- .6 Owner shall at all times have the right of access in company of Design-Builder;
- .7 Design-Builder and its surety assume total responsibility for the stored materials;
- .8 Design-Builder furnishes to Owner certified lists of materials stored, bills of lading, invoices, and other information as may be required, and shall also furnish notice to Owner when materials are moved from storage to the Site; and
- .9 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 representing an Interim Milestone, has achieved Substantial Completion. 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 Design-Builder has achieved Substantial Completion in accordance with the requirements of the Contract Documents. If Design-Builder has achieved Substantial Completion, 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:

- .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;
- .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;
- .3** Consent of Design-Builder's surety, if any, to final payment;
- .4** All operating manuals, warranties, record drawings, and other deliverables required by the Contract Documents;
- .5** "As Built" drawings, with any and all implemented changes that constitute a final record set of the Project; and
- .6** 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 2.10 and 2.11 hereof, 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 Not Used.

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 Except as set forth in Section 7.4.2 below, 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 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees 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) but only 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.

7.4.3 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 obligations set forth in Sections 7.4.1 and 7.4.2 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.

7.4.4 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: (____)

7.5 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.

7.6 Limited Recourse.

7.6.1 None of the obligations set forth in this Agreement (on behalf of any Party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees or agents of any Party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful

misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

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 on the critical path 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:

- .1** The scope of the change in the Work;
- .2** The amount of the adjustment to the Contract Price or any Commercial Term; and
- .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. Unless expressly set forth in the Change Order, Change Orders shall include all costs, including but not limited to all incidental and indirect costs and time extensions associated with the Change. Changes Orders will not be allowed unless there is an actual change to the Work.

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 work with the Owner to adjust the remaining Work to meet as many of 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 hereof or Differing Site Conditions pursuant to Section 4.2 hereof.

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:

- .1** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
- .2** A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;
- .3** The Cost of the Work as set forth in the Agreement; or
- .4** If an increase or decrease cannot be agreed to as set forth in items.1 through.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 the Fee Percentage (if applicable), as 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 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 hereof.

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 Design Log or 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 hereof 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 litigation or other binding dispute resolution procedure. Representatives of the parties with authority to resolve the dispute shall be present at any mediation.

10.3 Litigation.

10.3.1 Any litigation to enforce this contract or any of its provisions shall be brought in Benton County, Washington.

10.3.2 The prevailing party in any litigation, 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. The prevailing party, if any, shall be determined by the applicable binding dispute tribunal.

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 SECTIONS 10.5.2 AND 10.5.3 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 i) its cost or time to perform the Work has been materially and adversely impacted by any suspension of stoppage of the Work by Owner, ii) the Design-Builder is entitled to the adjustment pursuant to the other provisions of the Contract Documents, and iii) the Design-Builder complies with all provisions of the Contract Documents regarding an adjustment to the Contract Price and/or Contract Time.

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, (vi) perform material obligations under the Contract Documents, or (vii) comply with the requirements regarding safety, 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 procurement 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:

- .1** Owner's failure to provide financial assurances as required under Section 3.3 hereof; or
- .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:

- .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.
- .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.
- .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:

.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

.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 hereof.

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 state of Washington, 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, (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, or (iv) by electronic mail, by the time frame stated in the email generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments, Work Directives and Change Orders.

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.