

Wapato Council Chambers
205 E Third Street



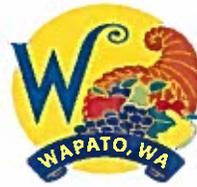
Monday, July 18, 2016
6:00 pm

**WORK SESSION COUNCIL MEETING
COUNCIL AGENDA**

1. Comprehensive Plan Training-Videos
- 2.
3. Agenda Items Discussion
- 4.

Wapato Council Chambers
205 E Third Street

Monday, July 18, 2016
7:00 PM



**REGULAR COUNCIL MEETING
COUNCIL AGENDA**

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE, WELCOME
- 3. ROLL CALL
- 4. Planning Commission Appointments pg 4-5
- 5. HONORS/RECOGNITION
- 6. Additions or Deletions to Agenda
 - a. Approval of Agenda

All matters listed within the consent agenda have been distributed to each member of the Wapato City Council for reading and study, are considered to be routine, and will be enacted by one motion for the Council after any routine discussion. If separate voting or extended discussion is desired, that item may be removed from the consent agenda and placed on the regular agenda by motion of the Council.

- 7. CONSENT AGENDA
 - a. Corrections to Minutes
 - b. Approval of Minutes
 - 1. Regular Council meeting-July 5, 2016 pg 6-8
 - 2. Worksession Meeting-July 5, 2016 pg 9
 - 3. Special Meeting-July 12, 2016 pg 10-11
 - c. Approval of Claims and Payroll
 - 1. Claims Vouchers 7/18/2016 will be provided by email, website, or at Council meeting.
 - 2. Payroll Vouchers -7/5/2016 \$188,924.67 check numbers 159099-159937, 159998-160020 plus direct deposit pg 12
 - 3. Void Check 159826 for \$352.42

- 8. WWTP- UpgradeProgress Payment #20 for \$142,356.03 pg 13-30

9. AUDIENCE PARTICIPATION: New Business will be taken under advisement, action may be taken at Council's discretion.

10. PUBLIC HEARING: None

11. UNFINISHED BUSINESS

- a.
- b.
- c.

Mayor
<i>Tony Guzmán</i>
Mayor Pro tempore
<i>Frank Jaime</i>
Councilmembers
<i>Rick Foss</i>
<i>Rita Alvarado</i>
<i>Carlos Fernandez</i>
<i>Steve Diaz</i>
<i>Roberto Reyna</i>
<i>Keith Workman</i>
Administrative Staff:
City Attorney
<i>Kellen Holgate</i>
Clerk-Treasurer
<i>Susan Pearson</i>
Public Works Director
<i>Menglou Wang</i>
Police Chief
<i>Rick Needham</i>
Fire Chief
<i>Santos Valdez</i>



**REGULAR COUNCIL MEETING
COUNCIL AGENDA**

12. NEW BUSINESS

- a. Resolution 2016-27 Surplus Equipment pg 31-32
- b. Resolution 2016-28 Agreement with Yakima Housing Authority pg 33
- c. Resolution 2016-29 Subrecipient Agreement with YVCOG for Comp Plan pg 34-44
- d. Lion's Club Request for Economic Development Funds pg 45
- e. Resolution 2016-30 9th Street Sidewalk Project Bid Award pg 46-51
- f. Resolution 2016-31 Multi-location Street Project Bid Award pg 52-59

g.

13. CORRESPONDENCE

14. DISCUSSION ONLY

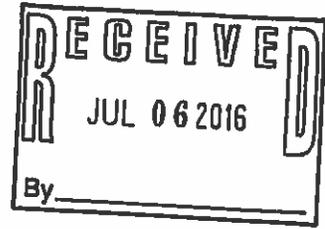
15. DEPARTMENT REPORTS

- a. Mayor
- b. Police
- c. Fire
- d. Public Works
- e. Admin/Finance
- f. Planning Commission

16. FOR THE GOOD OF THE ORDER

17. EXECUTIVE SESSION-None

18. ADJOURNMENT



July 06, 2016

Tony Guzman, Mayor
City of Wapato
205 E. 3rd Street
Wapato, WA 98951

Mr. Guzman:

I am interested in being considered to fill the vacant Planning Commission position for the City of Wapato.

As a homeowner of a home that is located on the North side of the city of Wapato, I would like to attend the planning commission meetings that affect the businesses and residents.

I believe that I could contribute to the meetings with my insights on proposed development plans that the city may have for our community.

Being a lifelong resident of the Yakima Valley I have witnessed the growth and changes that have taken place and would like to be involved in future plans.

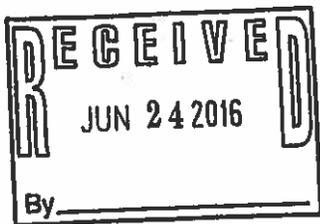
Also, I see on a daily basis the problems that should be addressed such as: homelessness, gang problems, graffiti, and other problems.

I would very much appreciate the opportunity to become a part of the Planning Commission as an active member to making decisions that concern the City of Wapato. Thank You.

Respectfully,

A handwritten signature in black ink that reads "Tim Thompson". The signature is written in a cursive style with a large, looping initial "T".

Tim Thompson



Myrtle Lopez
211 ½ East Fourth Street
Wapato, WA 98951

June 23, 2016

City of Wapato
City Hall
205 East Third Street
Wapato, WA 98951

RE: Position Available

Dear Mayor Guzman:

I am interested in being appointed to the Wapato City Planning Committee. I have lived in Wapato for most of my life. I, also, raised three children here. I have lived in my current home at 211 ½ East Fourth Street for eight years.

I am excited about the possibility of working with you and the Planning Committee as you bring new ideas for the betterment of our City.

Please contact me at 509-584-0172 or cell number 509-941-6380

Sincerely,

Myrtle Lopez

Myrtle Lopez

CITY OF WAPATO
Regular Council Meeting – Council Chambers
Minutes of July 5, 2016

CALL TO ORDER: Mayor Guzmán called the regular Council meeting of Tuesday, July 5, 2016 to order at 7:02 pm.

PLEDGE OF ALLEGIANCE: Councilmember Workman led the Pledge of Allegiance.

ROLL CALL: Those in attendance included Mayor Tony Guzmán, Councilmembers Rita Alvarado, Carlos Fernandez, Frank Jaime, Steve Diaz, Roberto Reyna and Keith Workman.

ABSENT: Councilmember Rick Foss is excused.

CITY STAFF: City Attorney (CA) Kellen Holgate, Clerk-Treasurer (CT) Susan Pearson, Public Works Director (PWD) Menglou Wang, and Police Chief (PC) Richard Needham.

CITY STAFF ABSENT: Deputy Clerk-Treasurer (DCT) Gloria Acosta and Fire Chief (FC) Santos Valdez are excused.

HONORS/RECOGNITION: None

ADDITIONS OR DELETIONS OR CORRECTIONS TO PROPOSED AGENDA:
Councilmember Alvarado mentioned that number 16 and number 17 were repeated on the agenda. CT Pearson will amend the agenda. Motion by Councilmember Alvarado, seconded by Councilmember Jaime, to approve the agenda as amended. Motion carried

APPROVAL OF CONSENT AGENDA: Motion by Councilmember Alvarado, seconded by Councilmember Workman, to approve the consent agenda as presented. Motion carried unanimously.

- a. Corrections to Minutes
- b. Approval of Minutes
 - 1. Regular Council meeting-June 20, 2016
 - 2. Worksession Meeting-June 20, 2016
- c. Approval of Claims and Payroll
 - 1. Claims Vouchers 7/5/2016 \$135,589.88 check numbers 159904-159908, 159938-159997 plus EFT payments
 - 2. Payroll Vouchers -6/20/2016 \$96,735.50 check numbers 159803-159814 plus direct deposit
 - 3. Inmate Trust Vouchers Jan-May 2016 \$17,875.35 check numbers 3821-3858 plus EFT payments

WWTP- None

AUDIENCE PARTICIPATION: None

PUBLIC HEARING: None

UNFINISHED BUSINESS:

Liquor License Renewal: American Legion-210 E 3rd St: Motion by Councilmember Jaime, seconded by Councilmember Reyna, to approve 10a1 as presented. Motion carried unanimously.

Liquor License Renewal: Wapato Xpress Mart-631 W 1st St: PC Needham has no objections. Motion by Councilmember Workman, seconded by Councilmember Reyna, to approve 10a2 as presented. Motion carried unanimously.

Liquor License Renewal: Las Palmas Restaurant and Nightclub-109 S Wapato Ave: PC Needham has no objections. Motion by Councilmember Alvarado, seconded by Councilmember Reyna, to approve 10a3 as presented. Motion carried unanimously.

NEW BUSINESS: Council does not have to act on the following items because this is the first touch, unless, they make a motion to do so.

Resolution 2016-26 CDBG Comprehensive Plan Grant Contract: CT Pearson recommends approval tonight. Motion by Councilmember Jaime, seconded by Councilmember Workman, to make 11a an action item. Motion carried unanimously. Motion by Councilmember Jaime, seconded by Councilmember Workman, to approve 11a as presented. Motion carried unanimously.

CORRESPONDENCE: None

DISCUSSION: a. Alcohol Ordinance Stakeholders Meeting Discussion during worksession.
b. Mayor Guzmán read his 2017 Budget message into the record.

DEPARTMENT REPORTS:

Mayor's Report:

- 2017 Budget Message was delivered to Council.

Police Department:

- Municipal Justice Building: Meetings coming up.
- Monthly Report: Please see attached Police Department report.
- Independence Day: PC Needham gave a report on fireworks. There was one bush fire.
- Bike Rodeo: It went very well even with the cloudy weather.
- Crime Scene Vehicle: PC Needham has purchased an ambulance from AMR for \$100 for a crime scene vehicle.

Fire Department:

- None

Public Works Department:

- Report: Please see attached Public Works Department Report.
- Articles: Yakima Valley Conference of Governments (YVCOG) newsletter was handed out which includes articles about Wapato.

Admin/Finance:

- Training: CT Pearson will be gone two days this week for financial system training.
- Financials: CT Pearson handed out the monthly report. She explained the document for new Councilmembers and commented on how there weren't any items in red.

Planning: Mayor Guzmán explained he is recruiting members for the Planning Commission.

FOR THE GOOD OF THE ORDER:

Tamale Festival Planning Committee meetings have started. If anyone is interested, the next meeting is July 13, 2016 at the NLA Building at 5:30 pm.

Harvest Festival will not have a carnival this year. Lion's Club is looking at having more family events and local entertainment.

EXECUTIVE SESSION: None

ADJOURNMENT: Motion by Councilmember Jaime, seconded by Councilmember Reyna, to adjourn the meeting. Motion carried unanimously.

There being no further business to come before the Council at this time, the meeting was adjourned at 7:23 p.m.

Tony Guzmán, Mayor

Susan P. Pearson, Clerk-Treasurer

City of Wapato
Work Session
July 5, 2016

CALL TO ORDER: The work session of Tuesday, July 5, 2016 was opened at 6:01 pm.

ROLL CALL: Those in attendance included Mayor Tony Guzmán and Councilmembers Rita Alvarado, Carlos Fernandez, Frank Jaime, Roberto Reyna, and Keith Workman, Public Works Director (PWD) Menglou Wang, Police Chief (PC) Richard Needham, and City Treasurer (CT) Susan Pearson.

City Attorney (CA) Kellen Holgate joined Council at 6:30 pm.

ABSENT: Councilmember Rick Foss, Fire Chief (FC) Santos Valdez, and Deputy Clerk-Treasurer (DCT) Gloria Acosta are excused.

CITY STAFF ABSENT:

Those present were reminded that there would be no decisions or voting on any items on the agenda. Items on the regular council meeting agenda can be discussed. This will be an informational meeting only. The following agenda items were discussed.

Comprehensive Plan Training: Six of twelve videos from Association of Washington Cities on comprehensive plan training were watched. More are planned for the next work session.

Alcohol Ordinance Stakeholder Meeting Discussion: Mayor Guzmán explained what happened at the first alcohol ordinance stakeholder meeting on June 28, 2016 at 5:30 pm. There was discussion.

Agenda Item Discussion: None

ADJOURNMENT: The meeting was adjourned at 7:01 pm.

ATTEST:

Tony Guzmán, Mayor

Susan P. Pearson, Clerk-Treasurer

CITY OF WAPATO
Special Council Meeting – Council Chambers
Minutes of July 12, 2016

CALL TO ORDER: Mayor Guzmán called the special Council meeting of Tuesday, July 12, 2016 to order at 5:30 pm. He requested a five minute recess to allow others to make it to the meeting. The meeting was opened at 5:35 pm.

ROLL CALL: Those in attendance included Mayor Tony Guzmán, Councilmembers Frank Jaime, Roberto Reyna and Keith Workman.

ABSENT: Councilmembers Rita Alvarado, Carlos Fernandez, Rick Foss, and Steve Diaz are excused.

CITY STAFF: City Attorney (CA) Kellen Holgate, Clerk-Treasurer (CT) Susan Pearson, and Police Chief (PC) Richard Needham.

CITY STAFF ABSENT: None

SPECIAL MEETING BUSINESS: Mayor Guzmán explained this was a special meeting and the only topic to discuss is the Draft Alcohol Ordinance WMC 5.20 with stakeholders. There will be no decision making at this meeting. Mayor Guzmán asked if the stakeholders had a chance to meet as was discussed in the previous meeting. They did not.

Greg Sybot, owner of Roadrunner: He explained he purchased the Roadrunner approximately nine years ago. He said this last year thanks to Police Chief Needham and the department, the issues with panhandling and disruptive customers are way better. He is concerned that the Council wants to penalize the business owners for the few abusive chronic alcoholics in our community.

Ibrahim Wail, owner of Wapato Xpress Mart: He said if the issues are related to the abusive chronic alcoholics, why are the businesses being penalized? He has complied with all requests to not sell certain beers and enhanced alcohols.

Mayor Guzmán: He stated that when he was a Councilmember, a few of the Council took a voluntary agreement around to have the businesses sign indicating they wouldn't sell alcohol before 10:00 am in the morning. This was to prevent harassment and panhandling of children going to school. The chronic alcoholics then started walking to Donald Rd Store across I-82 and going to Allen's Market across I-97 causing serious safety issues.

Councilmember Workman: He stated he is unsure how the ordinance would be enforced.

Leo Orozco, owner of La Barata: He stated that things are getting better for him since he quit selling cheap beer. Customers feel safer coming into his store. However, his profits are down. He said he can't stop selling beer because he would go out of business.

CA Holgate: He clarified what alcohol is proposed to be restricted and for what timeframes.

Councilmember Workman: Kudos to PC Needham for the improvements in the community over the last year. A difference could really be seen.

Leo Orozco: He explained previous to this year, it would take a long time for police to arrive. Now it is worth it to call the Police because they are there in a few minutes. Maybe more Officers are needed to help police the problem.

Councilmember Jaime: He asked if Noah's Ark had been invited to this meeting. They have not.

There was discussion and a consensus that the chronic alcoholics that abuse the system need help and care.

Ibrahim Wail: Is there a way for the Police to take pictures of the chronic alcoholics and abusers? He would tell his staff not to sell to them.

CA Holgate: This request will be reviewed on whether it is legal or not.

Leo Orozco: He wondered if the Yakama Nation could be more help in this situation.

There was discussion about funding sources and other ways to help care for the individuals that are struggling.

Mayor Guzmán: He asked if there should be another meeting. The consensus is yes and it was set for July 26, 2016 at 5:30 pm. The Yakama Nation and Noah's Ark will be invited to the meeting.

ADJOURNMENT: Motion by Councilmember Jaime, seconded by Councilmember Reyna, to adjourn the meeting. Motion carried unanimously.

There being no further business to come before the Council at this time, the meeting was adjourned at 6:12 p.m.

Tony Guzmán, Mayor

Susan P. Pearson, Clerk-Treasurer

City of Wapato					
7/5/2016					
		Amount	Amount	Reg Hrs	OT Hrs
001-000-000	Administrative	\$ 18,536.75		507.25	
001-000-021	Law Enforcement	\$ 66,736.23		1,145.70	11.26
001-000-023	Corrections	\$ 22,796.42		448.00	26.00
001-000-022	Fire	\$ 15,500.64		1,350.00	
001-000-076		\$ 10.13			
001-000-300	Public Works	\$ 2,536.70		52.83	1.00
Total Current Expense			\$ 126,116.86		
101-000-000	Street Fund		\$ 4,072.66	108.41	2.00
102-000-000	Street Grants		\$ 1,362.84	6.00	
309-000-000	Capital Construction-Energy Efficiency		\$ 158.19	3.00	
401-000-000	Water Fund		\$ 21,048.96	500.42	14.00
402-000-000	Sewer Fund		\$ 26,528.28	611.07	14.00
403-000-000	Garbage Fund		\$ 541.01	12.00	
404-000-000	Cemetery Fund		\$ 2,698.96	71.96	
420-000-000	Sewer Construction Fund		\$ 104.82		
502-000-000	Public Works Service Center		\$ 6,292.10	125.40	2.00
			\$ 188,924.67	4,942.04	70.26



COUNCIL AGENDA ITEM

Meeting Date: July 18, 2016
Subject: Void Check
Prepared By: Susan Pearson, Clerk-Treasurer
Approved By: Tony Guzmán, Mayor

SUMMARY:

There is one check for a refund for car parts that were paid for, 159826, for \$352.42. This check was processed previously.

ALTERNATIVES:

None

FISCAL IMPACTS:

None

RECOMMENDATION AND MOTION:

I recommend approval of voiding this check, 159826 for \$352.42.

The motion will be part of the consent agenda.

OUT LAY REPORT AND REQUEST FOR REIMBURSEMENT

Draw Request Number:	City of Wapato			Waste water treatment plant		USDA Rural Development	Balance Remaining	%
	Initial Budget	Current Budget	Previous Paid to Date	#20	Paid to Date			
#20								
Misc. Soft Costs								
Administrative & Legal	10,000.00	23,643.45	23,643.45		21,641.45			100.00%
TERO	150,097.55	150,097.55	150,616.39	1,635.92	152,252.31	(2,154.76)		11.72%
Interim interest	425,000.00	425,000.00	49,826.40		49,826.40			100.00%
Software/SCADA	-	28,998.94	28,998.94		28,998.94			100.00%
Sludge Seed Hauling		5,826.60	5,826.60		5,826.60			100.00%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
Engineering/Architectural								
EICDC - Prelim	921,000.00	921,000.00	898,800.00		898,800.00		22,200.00	97.59%
Environmental Report	5,000.00	5,000.00	5,000.00		5,000.00			100.00%
								0.00%
EICDC - Inspection	900,669.03	900,669.03	710,490.90	56,552.03	787,042.93		113,626.10	87.38%
								0.00%
								0.00%
								0.00%
								0.00%
								0.00%
Construction w/ sales tax								
Apolls	8,097,760.00	8,097,760.00	7,749,212.56	84,168.08	7,833,380.64		264,379.36	96.74%
Contractor/Contract#								0.00%
Contractor/Contract#								0.00%
Contractor/Contract#								0.00%
Contractor/Contract#								0.00%
Contractor/Contract#								0.00%
Contingency	563,231.42	514,764.43					514,764.43	
Contingency as a Percent of Total	5.09%	4.63%						
Total	11,072,760.00	11,072,760.00	9,642,415.24	142,356.03	9,784,771.27		1,287,988.73	88.37%
PROJECT FUNDING BREAKDOWN								
Applicant contribution	367,650.00	367,650.00	367,650.00		367,650.00			100.00%
Applicant additional contribution	110.00	110.00	110.00		110.00			100.00%
Other Funders 2								0.00%
Other Funders 3								0.00%
Other Funders 4								0.00%
Other Funders 5								0.00%
Other Funders 6								0.00%
Other Funders 7								0.00%
Other Funders 8								0.00%
USDA subsequent loan	545,000.00	545,000.00					545,000.00	0.00%
USDA RD Loan	7,615,000.00	7,615,000.00	7,615,000.00		7,615,000.00			100.00%
USDA RD Grant	2,545,000.00	2,545,000.00	1,659,653.24	142,356.03	1,802,011.27		742,988.73	70.81%
Total	11,072,760.00	11,072,760.00	9,642,415.24	142,356.03	9,784,771.27		1,287,988.73	88.37%
FUNDS - DIFFERENCE								
Date of Outlay Report	3/31/2016							
APPROVAL AND SIGNATURE SECTION								
OWNER'S APPROVAL:								
Mayor, President, etc	DATE		OWNER CERTIFICATION: I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.					
ENGINEER/ARCHITECT APPROVAL:								
	7-12-16		Invoices will be approved by the borrower and their engineer, as appropriate, and submitted to the processing office for construction. The review and acceptance of project costs, including construction pay estimates, by USDA Rural Development does not affect in the correctness of the amounts, the quantities shown or that the work has been performed under the terms of the approved contracts.					
Engineer Name	DATE							
USDA RURAL DEVELOPMENT CONCURRENCE:								
RH Specialist Name								



Invoice

City of Wapato
 205 E 3rd
 Wapato, WA 98951

February 08, 2016
 Project No: 14068.00
 Invoice No: 18

Project 14068.00 WWTP CA
Professional Services from January 01, 2016 to January 30, 2016
 Professional Personnel

	Hours	Rate	Amount	
Principal				
Hinton, Jon	2.00	138.48	278.92	
P. Engineer				
Nutting, Eric	5.00	136.85	684.25	
P. Manager				
Tulloch, Donald	11.50	135.24	1,555.26	
Civil Engr.				
Devries, Timothy	4.50	79.70	358.65	
Welland, Susan	152.00	105.48	16,029.92	
Technician				
Nagel, Mark	2.50	82.27	205.68	
Totals	177.50		19,110.68	
Total Labor				19,110.68

Consultants

Electrical Consultants				
1/28/2016 Conley Engineering, Inc. Wapato			6,248.00	
Total Consultants		1.1 times	6,248.00	6,872.80

Billing Limits

	Current	Prior	To-Date
Total Billings	25,983.48	720,261.87	746,245.35
Limit			889,400.00
Remaining			143,154.65

Total this Invoice \$25,983.48

Invoice

City of Wapato
 205 E 3rd
 Wapato, WA 98951

March 08, 2016
 Project No: 14068.00
 Invoice No: 19

Project 14068.00 WWTP CA
Professional Services from January 31, 2016 to February 27, 2016

Professional Personnel

	Hours	Rate	Amount	
P. Engineer				
Nutting, Eric	2.00	136.85	273.70	
P. Manager				
Tulloch, Donald	5.50	135.24	743.82	
Civil Engr.				
Devries, Timothy	1.50	79.70	119.55	
Welland, Susan	61.00	105.46	6,433.06	
Technician				
Nagel, Mark	21.50	82.27	1,768.81	
Totals	91.50		9,338.94	
Total Labor				9,338.94

Consultants

2/23/2016	Conley Engineering, Inc.		6,063.00	
	Total Consultants	1.1 times	6,063.00	6,669.30

Reimbursable Expenses

Mileage			31.32	
Meals			10.00	
Misc. Reimb. Expenses			51.86	
Total Reimbursables		1.0 times	93.18	93.18

Billing Limits

	Current	Prior	To-Date
Total Billings	16,101.42	746,245.35	762,346.77
Limit			889,400.00
Remaining			127,053.23

Total this Invoice \$16,101.42

Invoice

City of Wapato
 205 E 3rd
 Wapato, WA 98951

April 05, 2016
 Project No: 14068.00
 Invoice No: 20

Project 14068.00 WWTP CA
Professional Services from February 28, 2016 to March 28, 2016

Professional Personnel

	Hours	Rate	Amount	
P. Manager				
Tulloch, Donald	4.00	135.24	540.96	
Civil Engr.				
Devries, Timothy	3.00	79.70	239.10	
Welland, Susan	45.00	105.46	4,745.70	
Technician				
Nagel, Mark	9.50	82.27	781.57	
Totals	61.50		6,307.33	
Total Labor				6,307.33

Consultants

3/28/2016	Conley Engineering, Inc.		7,418.00	
	Total Consultants	1.1 times	7,418.00	8,159.80

Billing Limits

	Current	Prior	To-Date
Total Billings	14,467.13	762,346.77	776,813.90
Limit			889,400.00
Remaining			112,586.10

Total this Invoice \$14,467.13

INVOICE

Conley Engineering, Inc.

P.O. Box 8326
 1433 Lakeside Court, Suite 100
 Yakima, WA 98908
 (509) 965-9872

DATE	INVOICE NO.
2/29/2016	14068.216

Gray & Osborne, Yakima
 107 South Third Street
 Yakima, WA 98901

14068

City of Wapato
 WWTF
 Construction Administration

GRAY & OSBORNE, INC.
 REC'D-SEATTLE
 MAR 10 2016

DESCRIPTION	HOURS	RATE	AMOUNT
For Professional Services 2/01/16 to 2/29/16			
Principal Engineer	2	160.00	320.00
Registered Professional Engineer	9	130.00	1,170.00
CAD Designer	59	95.00	5,605.00
Cad Technician	3.75	80.00	300.00
Reimbursable Expenses		23.00	23.00

Fee \$289,235.00
Total Earned To Date \$235,033.71
Remaining \$ 54,201.29
Amount Due This Invoice \$7,418.00

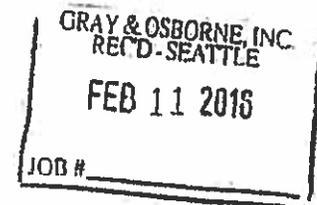
INVOICE

Conley Engineering, Inc.

P.O. Box 8326
 1433 Lakeside Court, Suite 100
 Yakima, WA 98908
 (509) 965-9872

DATE	INVOICE NO.
1/31/2016	14068.116

Gray & Osborne, Yakima
 107 South Third Street
 Yakima, WA 98901



14068

City of Wapato

WWTF

Construction Administration

DESCRIPTION	HOURS	RATE	AMOUNT
For Professional Services 1/01/16 to 1/31/16			
Principal Engineer	10.5	160.00	1,680.00
Registered Professional Engineer	23.75	130.00	3,087.50
CAD Designer	7.5	95.00	712.50
Cad Technician	7	80.00	560.00
Reimbursable Expenses		23.00	23.00

<i>Fee</i>	\$289,235.00
<i>Total Earned To Date</i>	\$227,615.71
<i>Remaining</i>	\$ 61,619.29
Amount Due This Invoice	\$6,063.00

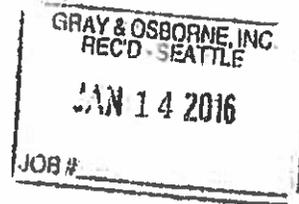
INVOICE

Conley Engineering, Inc.

P.O. Box 8326
 1433 Lakeside Court, Suite 100
 Yakima, WA 98908
 (509) 965-9872

DATE	INVOICE NO.
12/31/2015	14068.1215

Gray & Osborne, Yakima
 107 South Third Street
 Yakima, WA 98901



14068

City of Wapato

WWTF

Construction Administration

DESCRIPTION	HOURS	RATE	AMOUNT
For Professional Services 12/01/15 to 12/31/15			
Registered Professional Engineer	35.5	130.00	4,615.00
Project Engineer	10	115.00	1,150.00
Cad Technician	5.75	80.00	460.00
Reimbursable Expenses		23.00	23.00

Fee \$289,235.00

Total Earned To Date \$221,552.71

Remaining \$ 67,682.29

Amount Due This Invoice \$6,248.00



Gray & Osborne, Inc.
CONSULTING ENGINEERS

July 13, 2016

Ms. Sue Pearson
Clerk-Treasurer
Wapato City Hall
205 E 3rd Street
Wapato, Washington 98951-1326

**SUBJECT: PAY APPLICATION NO. 16, OUTLAY REPORT NO. 20, 2014
WASTEWATER TREATMENT PLANT IMPROVEMENTS
CITY OF WAPATO, YAKIMA COUNTY, WASHINGTON
G&O #14068**

Dear Ms. Pearson:

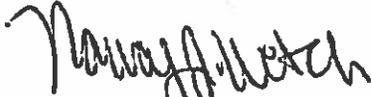
We have enclosed two original copies of Pay Application No. 16 for this project. One copy is for the City files and the other copy should be forwarded to Rural Development for reimbursement. The total amount now due the contractor, the amount to be deposited in the retainage account and the total now due to the Yakama Nation TERO office are as follows:

<u>Amount Payable to Apollo</u>	<u>Amount Deposited in RD Retainage Account</u>	<u>Amount Payable to TERO</u>
\$84,168.08	\$4,089.80	\$1,635.92

We are also including Outlay Report No. 20 and the associated invoices. Please call the undersigned if you have any questions or concerns regarding this matter.

Sincerely,

GRAY & OSBORNE, INC.



Nancy J. Welch P.E.

NJW/kd
Encl.

CONTRACTOR PAY APPLICATION NO. 16
JUNE 24, 2016

CITY OF WAPATO
 YAKIMA COUNTY
 WASHINGTON

PAY APPLICATION PERIOD
 DECEMBER 26, 2015 TO JUNE 24, 2016

PROJECT:
 CITY OF WAPATO
 2014 WASTEWATER TREATMENT PLANT IMPROVEMENTS
 Q&O JOB NUMBER #14068

CONTRACTOR:
 APOLO, INC.
 1133 WEST COLUMBIA DRIVE
 KENNEWICK, WA 99336

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Mobilization	1 LS	\$640,000.00	0%	100%	\$2,500.00	\$640,000.00	100%
2	Clearing and Grubbing	1 LS	\$80,000.00	0%	100%	\$0.00	\$80,000.00	100%
3	Existing Structure and Treatment Equipment Demolition	1 LS	\$75,000.00	0%	100%	\$0.00	\$75,000.00	100%
4	Unclassified Excavation and Backfill	3,400 CY	\$21.50	0	3,115	\$0.00	\$66,972.50	92%
5	Haul Excess Excavated Material	2,600 CY	\$10.00	0	1,123	\$0.00	\$11,230.00	43%
6	Shoring or Extra Excavation	1 LS	\$5,000.00	0%	100%	\$0.00	\$5,000.00	100%
7	48-Inch Diameter Manhole	6 EA	\$3,100.00	0	6.00	\$0.00	\$18,600.00	100%
8	MBR Building, Complete	1 LS	\$1,000,000.00	0%	100%	\$1,250.00	\$1,000,000.00	100%
9	MBR Building Piping, Fittings, and Valves, Complete	1 LS	\$500,000.00	0%	100%	\$0.00	\$500,000.00	100%
10	Bridge Crano and Holst System, Complete	1 LS	\$98,000.00	0%	100%	\$0.00	\$98,000.00	100%
11	MBR Building Heating, Ventilation, and Cooling System, Complete	1 LS	\$110,000.00	0%	100%	\$0.00	\$110,000.00	100%
12	MBR Building Electrical and Control System, Complete	1 LS	\$1,175,210.00	0%	100%	\$0.00	\$1,175,210.00	100%
13	MBR System Equipment, Complete	1 LS	\$1,716,500.00	0%	100%	\$0.00	\$1,716,500.00	100%
14	Installation of MBR System Equipment	1 LS	\$32,000.00	0%	100%	\$0.00	\$32,000.00	100%
15	Temporary MBR System Pumping Equipment	1 LS	\$50,000.00	0%	100%	\$0.00	\$50,000.00	100%
16	Packaged Process Water Booster Pump Station, Complete	1 LS	\$43,000.00	2%	100%	\$1,000.00	\$43,000.00	100%
17	UV Disinfection Equipment, Complete	1 LS	\$187,000.00	1%	100%	\$1,000.00	\$187,000.00	100%
18	Anoxic Selector Tank and Distribution Box C Modifications, Complete	1 LS	\$108,000.00	5%	100%	\$5,000.00	\$108,000.00	100%
19	Feed Forward Pump Station, Complete	1 LS	\$157,000.00	0%	99%	\$0.00	\$156,000.00	99%
20	Existing Headworks Structure Modifications, Complete	1 LS	\$60,000.00	0%	100%	\$0.00	\$60,000.00	100%
21	New Influent Headworks, Complete	1 LS	\$258,000.00	0%	98%	\$0.00	\$253,000.00	98%
22	Digester Decant Screen Manhole, Complete	1 LS	\$14,900.00	0%	100%	\$0.00	\$14,900.00	100%
23	Sludge Pump Building Modifications, Complete	1 LS	\$70,000.00	1%	100%	\$1,000.00	\$70,000.00	100%
24	(Deleted Item)					\$0.00	\$0.00	
25	(Deleted Item)					\$0.00	\$0.00	
26	(Deleted Item)					\$0.00	\$0.00	
27	Site Piping, Fittings, and Valves, Complete	1 LS	\$310,000.00	2%	100%	\$7,500.00	\$310,000.00	100%
28	Site Electrical and Control System, Complete	1 LS	\$300,000.00	0%	100%	\$0.00	\$300,000.00	100%
29	Engine Generator and Transfer Switches, Complete	1 LS	\$125,000.00	0%	99%	\$0.00	\$124,000.00	99%
30	Site Grading and Drainage, Complete	1 LS	\$56,000.00	0%	100%	\$0.00	\$56,000.00	100%
31	parking Lot Improvements, Complete	1 LS	\$3,300.00	0%	0%	\$0.00	\$0.00	0%
32	Irrigation System Improvements, Complete	1 LS	\$15,000.00	100%	100%	\$15,000.00	\$15,000.00	100%
33	Seeding, Fertilizing and Mulching	0.25 ACR	\$1,750.00	0.25	0.25	\$437.50	\$437.50	100%
34	Gravel Borrow Including Haul	3,300 TON	\$9.00	0	3,269.39	\$0.00	\$29,424.51	99%
35	Gravel Backfill for Walls	165 TON	\$40.00	0	0	\$0.00	\$0.00	0%
36	Gravel Surfacing	350 SY	\$13.00	77.8	77.8	\$1,011.11	\$1,011.11	22%

CONTRACTOR PAY APPLICATION NO. 16
JUNE 24, 2016

CITY OF WAPATO
 YAKIMA COUNTY
 WASHINGTON

PAY APPLICATION PERIOD
 DECEMBER 26, 2015 TO JUNE 24, 2016

PROJECT:
 CITY OF WAPATO
 2014 WASTEWATER TREATMENT PLANT IMPROVEMENTS
 G&O JOB NUMBER #14068

CONTRACTOR:
 APOLLO, INC.
 1133 WEST COLUMBIA DRIVE
 KENNEWICK, WA 99336

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
37	Crushed Surfacing Base Course	1,700 TON	\$18.50	0	1,441	\$0.00	\$26,667.01	85%
38	11MA Cl. 1/2 Inch PO 64-28	410 TON	\$105.00	0	325	\$0.00	\$34,125.00	79%
39	4-Inch Cement Concrete Sidewalk, Inc. Aggregate Base	380 SY	\$42.00	200.8	345.2	\$8,433.74	\$14,498.54	91%
40	6-Inch Cement Concrete Sidewalk, Inc. Aggregate Base	100 SY	\$59.00	52.33	75.33	\$3,087.65	\$4,444.65	75%
41	6-Inch Cement Concrete Pavement	65 SY	\$74.00	0	78	\$0.00	\$5,772.00	120%
42	Straight Cement Concrete Curb	300 LF	\$20.00	0	330	\$0.00	\$6,600.00	110%
43	Site Cast-In-Place Concrete Stairs	120 SF	\$56.00	96	96	\$5,376.00	\$5,376.00	80%
44	Chain Link Fencing	1 LS	\$4,350.00	100%	100%	\$4,350.00	\$4,350.00	100%
45	Chain Link Swing Gate, 20 Feet Wide	2 EA	\$1,370.00	0	2	\$0.00	\$2,740.00	100%
46	Chain link Cantilever Slide Gate, 24 Feet Wide	1 EA	\$5,000.00	0	0	\$0.00	\$0.00	0%
47	Bollard	15 EA	\$400.00	0	2.1	\$0.00	\$840.00	14%
48	Record Drawings (Minimum Bid \$5,000.00)	1 LS	\$5,000.00	0%	0%	\$0.00	\$0.00	0%
49	O&M Manuals (Minimum Bid \$5,000.00)	1 LS	\$5,000.00	0%	0%	\$0.00	\$0.00	0%
50	Minor Change	1 FA	\$15,000.00	47%	93%	\$7,037.00	\$13,972.00	93%
51	(Deleted Item)					\$0.00	\$0.00	

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
CHANGE ORDERS:								
CO1	Change in Contract Language - No Cost							
CO2	Please see Change Order No. 2	1 LS	\$16,195.00	0%	100%	\$0.00	\$16,195.00	100%
CO3	Please see Change Order No. 3	1 LS	\$152,936.00	0%	100%	\$0.00	\$152,936.00	100%
CO2	Please see Change Order No. 4	1 LS	\$20,453.00	87%	87%	\$17,813.00	\$17,813.00	87%

	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE	\$81,796.00	\$7,612,614.82
SALES TAX	7.9%	\$6,461.88
MATERIALS ON HAND	\$0.00	\$0.00
TOTAL	\$88,257.88	\$8,214,011.39
LESS 5% RETAINED (BEFORE TAX)	\$4,089.80	\$380,630.74
TOTAL EARNED TO DATE LESS RETAINAGE		\$7,833,380.65

FOR CITY USE - ZERO PAYMENT CALCULATION	
TOTAL CONSTRUCTION AMOUNT THIS PERIOD:	\$81,796.00
2% PAYMENT DUE THIS PAY APPLICATION:	\$1,635.92
TOTAL ZERO AMOUNT TO DATE:	\$152,252.30

TOTAL PAYMENT NOW DUE TO THE CONTRACTOR: \$84,168.08

ORIGINAL CONTRACT AMOUNT \$7,504,877.50
 CONTRACT AMOUNT WITH CHANGE ORDERS \$7,694,461.50
 CONTRACT PERCENTAGE TO DATE 98.9%

CONTRACTOR PAY APPLICATION NO. 16
JUNE 24, 2016

CITY OF WAPATO
 YAKIMA COUNTY
 WASHINGTON

PAY APPLICATION PERIOD
 DECEMBER 26, 2015 TO JUNE 24, 2016

PROJECT:
 CITY OF WAPATO
 2014 WASTEWATER TREATMENT PLANT IMPROVEMENTS
 G&O JOB NUMBER #14068

CONTRACTOR:
 APOLLO, INC.
 1133 WEST COLUMBIA DRIVE
 KENNEWICK, WA 99336

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A
 TRUE AND CORRECT STATEMENT OF THE
 WORK PERFORMED UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN
 ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES).

GRAY & OSBORNE, INC.


 DON TULLOCH, P.E.

APOLLO, INC.


 CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY APP NO.	PAY APPLICATION PERIOD DATES	TOTAL					TOTAL PAYMENT
		EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (%)	
1	OCTOBER 14, 2014 TO OCTOBER 24, 2014	\$104,250.00	7.9%	\$8,235.75	\$0.00	\$3,212.50	\$107,273.25
2	OCTOBER 26, 2014 TO NOVEMBER 25, 2014	\$219,443.00	7.9%	\$17,336.80	\$0.00	\$10,972.15	\$225,806.85
3	NOVEMBER 26, 2014 TO DECEMBER 25, 2014	\$397,193.49	7.9%	\$31,378.29	\$0.00	\$19,859.67	\$408,712.10
4	DECEMBER 26, 2014 TO JANUARY 15, 2015	\$291,704.50	7.9%	\$23,044.66	\$0.00	\$14,585.23	\$309,163.93
5	JANUARY 16, 2015 TO FEBRUARY 28, 2015	\$524,307.50	7.9%	\$41,436.09	\$0.00	\$26,225.38	\$559,718.22
6	MARCH 1, 2015 TO MARCH 27, 2015	\$421,970.00	7.9%	\$33,335.63	\$0.00	\$21,098.50	\$434,207.13
7	MARCH 28, 2015 TO APRIL 27, 2015	\$274,697.78	7.9%	\$21,701.12	\$0.00	\$13,734.89	\$282,664.02
8	APRIL 28, 2015 TO MAY 29, 2015	\$2,020,818.63	7.9%	\$159,644.67	\$0.00	\$101,040.93	\$2,079,422.37
9	MAY 30, 2015 TO JUNE 25, 2015	\$530,609.30	7.9%	\$41,918.13	\$0.00	\$26,530.47	\$545,996.97
10	JUNE 26, 2015 TO JULY 24, 2015	\$586,537.32	7.9%	\$46,336.45	\$0.00	\$29,326.87	\$603,546.90
11	JULY 25, 2015 TO AUGUST 25, 2015	\$567,739.38	7.9%	\$44,851.41	\$0.00	\$28,386.97	\$584,203.82
12	AUGUST 26, 2015 TO SEPTEMBER 25, 2015	\$347,690.11	7.9%	\$43,267.52	\$0.00	\$27,384.51	\$563,573.12
13	SEPTEMBER 26, 2015 TO OCTOBER 25, 2015	\$681,210.31	7.9%	\$53,815.61	\$0.00	\$34,060.52	\$700,965.40
14	OCTOBER 26, 2015 TO NOVEMBER 25, 2015	\$268,485.00	7.9%	\$21,210.32	\$0.00	\$13,424.25	\$276,271.07
15	NOVEMBER 26, 2015 TO DECEMBER 25, 2015	\$93,962.50	7.9%	\$7,423.04	\$0.00	\$4,698.13	\$96,687.41
16	DECEMBER 26, 2015 TO JUNE 24, 2016	\$81,796.00	7.9%	\$6,461.88	\$0.00	\$4,089.80	\$84,168.08
TOTAL:		\$7,612,614.82		\$601,396.57	\$0.00	\$380,630.74	\$7,833,380.65

CONTRACTOR PAY APPLICATION NO. 16
JUNE 24, 2016

CITY OF WAPATO
 YAKIMA COUNTY
 WASHINGTON

PAY APPLICATION PERIOD
 DECEMBER 26, 2015 TO JUNE 24, 2016

PROJECT:
 CITY OF WAPATO
 2014 WASTEWATER TREATMENT PLANT IMPROVEMENTS
 G&O JOB NUMBER #14068

CONTRACTOR:
 APOLO, INC.
 1133 WEST COLUMBIA DRIVE
 KENNEWICK, WA 99336

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
					TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Mobilization	1	LS	\$640,000.00	0%	100%	\$2,500.00	\$640,000.00	100%
2	Clearing and Grubbing	1	LS	\$80,000.00	0%	100%	\$0.00	\$80,000.00	100%
3	Existing Structure and Treatment Equipment Demolition	1	LS	\$75,000.00	0%	100%	\$0.00	\$75,000.00	100%
4	Unclassified Excavation and Backfill	3,400	CY	\$21.50	0	3,115	\$0.00	\$66,972.50	92%
5	Haul Excess Excavated Material	2,600	CY	\$10.00	0	1,123	\$0.00	\$11,230.00	43%
6	Shoring or Extra Excavation	1	LS	\$5,000.00	0%	100%	\$0.00	\$5,000.00	100%
7	48-Inch Diameter Manhole	6	EA	\$3,100.00	0	6.00	\$0.00	\$18,600.00	100%
8	MBR Building, Complete	1	LS	\$1,000,000.00	0%	100%	\$1,250.00	\$1,000,000.00	100%
9	MBR Building Piping, Fittings, and Valves, Complete	1	LS	\$300,000.00	0%	100%	\$0.00	\$300,000.00	100%
10	Bridge Crane and Hoist System, Complete	1	LS	\$98,000.00	0%	100%	\$0.00	\$98,000.00	100%
11	MBR Building Heating, Ventilation, and Cooling System, Complete	1	LS	\$110,000.00	0%	100%	\$0.00	\$110,000.00	100%
12	MBR Building Electrical and Control System, Complete	1	LS	\$1,175,210.00	0%	100%	\$0.00	\$1,175,210.00	100%
13	MBR System Equipment, Complete	1	LS	\$1,716,500.00	0%	100%	\$0.00	\$1,716,500.00	100%
14	Installation of MBR System Equipment	1	LS	\$32,000.00	0%	100%	\$0.00	\$32,000.00	100%
15	Temporary MBR System Pumping Equipment	1	LS	\$50,000.00	0%	100%	\$0.00	\$50,000.00	100%
16	Packaged Process Water Booster Pump Station, Complete	1	LS	\$43,000.00	2%	100%	\$1,000.00	\$43,000.00	100%
17	UV Disinfection Equipment, Complete	1	LS	\$187,000.00	1%	100%	\$1,000.00	\$187,000.00	100%
18	Anoxic Selector Tank and Distribution Box C Modifications, Complete	1	LS	\$108,000.00	5%	100%	\$5,000.00	\$108,000.00	100%
19	Feed Forward Pump Station, Complete	1	LS	\$157,000.00	0%	99%	\$0.00	\$156,000.00	99%
20	Existing Headworks Structure Modifications, Complete	1	LS	\$60,000.00	0%	100%	\$0.00	\$60,000.00	100%
21	New Influent Headworks, Complete	1	LS	\$258,000.00	0%	98%	\$0.00	\$253,000.00	98%
22	Digester Decant Screen Manhole, Complete	1	LS	\$14,900.00	0%	100%	\$0.00	\$14,900.00	100%
23	Sludge Pump Building Modifications, Complete	1	LS	\$70,000.00	1%	100%	\$1,000.00	\$70,000.00	100%
24	(Deleted Item)						\$0.00	\$0.00	
25	(Deleted Item)						\$0.00	\$0.00	
26	(Deleted Item)						\$0.00	\$0.00	
27	Site Piping, Fittings, and Valves, Complete	1	LS	\$310,000.00	2%	100%	\$7,500.00	\$310,000.00	100%
28	Site Electrical and Control System, Complete	1	LS	\$300,000.00	0%	100%	\$0.00	\$300,000.00	100%
29	Engine Generator and Transfer Switches, Complete	1	LS	\$125,000.00	0%	99%	\$0.00	\$124,000.00	99%
30	Site Grading and Drainage, Complete	1	LS	\$56,000.00	0%	100%	\$0.00	\$56,000.00	100%
31	parking Lot Improvements, Complete	1	LS	\$3,300.00	0%	0%	\$0.00	\$0.00	0%
32	Irrigation System Improvements, Complete	1	LS	\$15,000.00	100%	100%	\$15,000.00	\$15,000.00	100%
33	Seeding, Fertilizing and Mulching	0.25	ACR	\$1,750.00	0.25	0.25	\$437.50	\$437.50	100%
34	Gravel Borrow Including Haul	3,300	TON	\$9.00	0	3,269.39	\$0.00	\$29,424.51	99%
35	Gravel Backfill for Walls	165	TON	\$40.00	0	0	\$0.00	\$0.00	0%
36	Gravel Surfacing	350	SY	\$13.00	77.8	77.8	\$1,011.11	\$1,011.11	22%

CONTRACTOR PAY APPLICATION NO. 16
JUNE 24, 2016

CITY OF WAPATO
 YAKIMA COUNTY
 WASHINGTON

PAY APPLICATION PERIOD
 DECEMBER 26, 2015 TO JUNE 24, 2016

PROJECT:
 CITY OF WAPATO
 2014 WASTEWATER TREATMENT PLANT IMPROVEMENTS
 G&O JOB NUMBER #14068

CONTRACTOR:
 APOLLO, INC.
 1133 WEST COLUMBIA DRIVE
 KENNEWICK, WA 99336

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
37	Crushed Surfacing Base Course	1,700 TON	\$18.50	0	1,441	\$0.00	\$26,667.01	85%
38	11MA Cl. 1/2 Inch PO 64-28	410 TON	\$105.00	0	325	\$0.00	\$34,125.00	79%
39	4-Inch Cement Concrete Sidewalk, Inc. Aggregate Base	380 SY	\$42.00	200.8	345.2	\$8,433.74	\$14,498.54	91%
40	6-Inch Cement Concrete Sidewalk, Inc. Aggregate Base	100 SY	\$59.00	52.33	75.33	\$3,087.65	\$4,444.65	75%
41	6-Inch Cement Concrete Pavement	65 SY	\$74.00	0	78	\$0.00	\$5,772.00	120%
42	Straight Cement Concrete Curb	300 LF	\$20.00	0	330	\$0.00	\$6,600.00	110%
43	Site Cast-In-Place Concrete Stairs	120 SF	\$56.00	96	96	\$5,376.00	\$5,376.00	80%
44	Chain Link Fencing	1 LS	\$4,350.00	100%	100%	\$4,350.00	\$4,350.00	100%
45	Chain Link Swing Gate, 20 Feet Wide	2 EA	\$1,370.00	0	2	\$0.00	\$2,740.00	100%
46	Chain Link Cantilever Slide Gate, 24 Feet Wide	1 EA	\$5,000.00	0	0	\$0.00	\$0.00	0%
47	Bollard	15 EA	\$400.00	0	21	\$0.00	\$840.00	14%
48	Record Drawings (Minimum Bid \$5,000.00)	1 LS	\$5,000.00	0%	0%	\$0.00	\$0.00	0%
49	O&M Manuals (Minimum Bid \$5,000.00)	1 LS	\$5,000.00	0%	0%	\$0.00	\$0.00	0%
50	Minor Change	1 PA	\$15,000.00	47%	93%	\$7,037.00	\$13,972.00	93%
51	(Deleted Item)					\$0.00	\$0.00	

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
CHANGE ORDERS:								
CO1	Change in Contract Language - No Cost							
CO2	Please see Change Order No. 2	1 LS	\$16,195.00	0%	100%	\$0.00	\$16,195.00	100%
CO3	Please see Change Order No. 3	1 LS	\$152,936.00	0%	100%	\$0.00	\$152,936.00	100%
CO4	Please see Change Order No. 4	1 LS	\$20,453.00	87%	87%	\$17,813.00	\$17,813.00	87%

		PROJECT COSTS	
		AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE		\$81,796.00	\$7,612,614.82
SALES TAX		7.9%	\$6,461.88
MATERIALS ON HAND		\$0.00	\$601,396.57
TOTAL		\$88,257.88	\$8,214,011.39
LESS 5% RETAINED (BEFORE TAX)		\$4,089.80	\$380,630.74
TOTAL EARNED TO DATE LESS RETAINAGE			\$7,833,380.65

FOR CITY USE - ZERO PAYMENT CALCULATION	
TOTAL CONSTRUCTION AMOUNT THIS PERIOD:	\$81,796.00
2% PAYMENT DUE THIS PAY APPLICATION:	\$1,635.92
TOTAL ZERO AMOUNT TO DATE:	\$152,252.30

TOTAL PAYMENT NOW DUE TO THE CONTRACTOR:

\$84,168.08

ORIGINAL CONTRACT AMOUNT
 CONTRACT AMOUNT WITH CHANGE ORDERS
 CONTRACT PERCENTAGE TO DATE

\$7,504,877.50
 \$7,694,461.50
 98.9%

CONTRACTOR PAY APPLICATION NO. 16
JUNE 24, 2016

CITY OF WAPATO
 YAKIMA COUNTY
 WASHINGTON

PAY APPLICATION PERIOD
 DECEMBER 26, 2015 TO JUNE 24, 2016

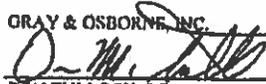
PROJECT:
 CITY OF WAPATO
 2014 WASTEWATER TREATMENT PLANT IMPROVEMENTS
 Q&O JOB NUMBER #14068

CONTRACTOR:
 APOLLO, INC.
 1133 WEST COLUMBIA DRIVE
 KENNEWICK, WA 99336

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A
 TRUE AND CORRECT STATEMENT OF THE
 WORK PERFORMED UNDER THIS CONTRACT.

I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN
 ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES).

GRAY & OSBORNE, INC.


 DON TULLOCH, P.E.

APOLLO, INC.


 CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY APP NO.	PAY APPLICATION PERIOD DATES	TOTAL					TOTAL PAYMENT
		EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	
1	OCTOBER 14, 2014 TO OCTOBER 24, 2014	\$104,250.00	7.9%	\$8,235.75	\$0.00	\$5,212.50	\$107,273.25
2	OCTOBER 26, 2014 TO NOVEMBER 25, 2014	\$219,443.00	7.9%	\$17,336.00	\$0.00	\$10,972.15	\$225,806.85
3	NOVEMBER 26, 2014 TO DECEMBER 25, 2014	\$397,193.49	7.9%	\$31,378.29	\$0.00	\$19,859.67	\$408,712.10
4	DECEMBER 26, 2014 TO JANUARY 25, 2015	\$291,704.50	7.9%	\$23,044.66	\$0.00	\$14,585.23	\$300,163.93
5	JANUARY 26, 2015 TO FEBRUARY 28, 2015	\$524,507.50	7.9%	\$41,436.09	\$0.00	\$26,225.38	\$539,718.23
6	MARCH 1, 2015 TO MARCH 27, 2015	\$421,970.00	7.9%	\$33,335.63	\$0.00	\$21,098.50	\$434,207.13
7	MARCH 28, 2015 TO APRIL 27, 2015	\$274,697.78	7.9%	\$21,701.12	\$0.00	\$13,734.89	\$282,664.02
8	APRIL 28, 2015 TO MAY 29, 2015	\$2,020,818.63	7.9%	\$159,644.67	\$0.00	\$101,040.93	\$2,079,422.37
9	MAY 30, 2015 TO JUNE 25, 2015	\$530,609.30	7.9%	\$41,918.13	\$0.00	\$26,530.47	\$545,996.97
10	JUNE 26, 2015 TO JULY 24, 2015	\$586,537.32	7.9%	\$46,336.45	\$0.00	\$29,326.87	\$603,546.90
11	JULY 25, 2015 TO AUGUST 25, 2015	\$567,739.38	7.9%	\$44,851.41	\$0.00	\$28,386.97	\$584,203.82
12	AUGUST 26, 2015 TO SEPTEMBER 25, 2015	\$547,690.11	7.9%	\$43,267.52	\$0.00	\$27,384.51	\$563,573.12
13	SEPTEMBER 26, 2015 TO OCTOBER 25, 2015	\$681,210.31	7.9%	\$53,815.61	\$0.00	\$34,060.52	\$700,965.40
14	OCTOBER 26, 2015 TO NOVEMBER 25, 2015	\$268,485.00	7.9%	\$21,210.32	\$0.00	\$13,424.25	\$276,271.07
15	NOVEMBER 26, 2015 TO DECEMBER 25, 2015	\$93,962.50	7.9%	\$7,423.04	\$0.00	\$4,698.13	\$96,687.41
16	DECEMBER 26, 2015 TO JUNE 24, 2016	\$81,796.00	7.9%	\$6,461.88	\$0.00	\$4,089.80	\$84,168.08
TOTAL:		\$7,612,614.82		\$601,396.57	\$0.00	\$380,630.74	\$7,933,380.65

Change Order

Date of Issuance: May 9, 2016 Effective Date: No. 4
May 16, 2016

Project: Wastewater Treatment Plant Improvements	Owner: City of Wapato	Owner's Contract No.: N/A
Contract: 2014 Wastewater Treatment Plant Improvements		Date of Contract: 09/19/14
Contractor: Apollo, Inc.		Engineer's Project No.: 14068

The Contract Documents are modified as follows upon execution of this Change Order:

This Change Order consists of Items 1 through 7 described on the next page.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price (with Tax): <u>\$8,097,762.82</u>	Original Contract <input checked="" type="checkbox"/> Working days ___ Calendar days Times: Substantial completion (days or date): <u>260 days</u> Ready for final payment (days or date): <u>280 days</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> (with Tax): <u>\$182,492.35</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial completion (days): <u>20 days</u> Ready for final payment (days): <u>20 days</u>
Contract Price prior to this Change Order (with Tax): <u>\$8,280,255.17</u>	Contract Times prior to this Change Order: Substantial completion (days): <u>280 days</u> Ready for final payment (days): <u>300 days</u>
Increase of this Change Order (with Tax): <u>\$22,068.79</u>	Increase of this Change Order: Substantial completion (days): <u>0 days</u> Ready for final payment (days): <u>0 days</u>
Contract Price incorporating this Change Order (with Tax): <u>\$8,302,323.96</u>	Contract Times with all approved Change Orders: Substantial completion (days): <u>280 days</u> Ready for final payment (days): <u>300 days</u>
RECOMMENDED: By: <u>Nancy Welch</u> Engineer: Nancy Welch, P.E., Gray and Osborne, Inc. Date: <u>7/11/16</u>	ACCEPTED: By: _____ Owner: Tony Guzman, Mayor, City of Wapato Date: _____
	ACCEPTED: By: <u>Dan Sjule</u> Contractor: Dan Sjule, Apollo, Inc. Date: <u>7/11/16</u>
Approved by Funding Agency:	Date:

1. **Delete Walkway Along West Side of MBR Tank COP 014.**
Delete walkway along the west side of the MBR tank and move handrail to the edge of the concrete tank.

The deductive work is at the request of the Owner and is a part of the value engineering performed on the project.

Deductive Amount for Item 1 (\$6,547.00)

2. **Permeate Degas System COP 019.**
Contractor shall provide automated degassing for the permeate header. This work includes installation of a vacuum pump, modifications of piping and fittings, installation of two level sensors, and associated electrical work.

The additional work is at the request of the Owner and will provide improved operation by automatically removing gases from the permeate header.

Additive Amount for Item 2 \$19,659.00

3. **Delete Yard Hydrant COP 023.**
Delete yard hydrant at Diversion Box PA, including the tee connection to the 3-inch water main, stop-and-waste valve, piping, and fittings associated with the yard hydrant.

The deductive work is at the request of the Owner and is a part of the value engineering performed on the project.

Deductive Amount for Item 3 (\$920.00)

4. **Feed Forward Pump Station Safety Netting COP 025.**
Add safety grating in the feed forward pump station wet well.

The additional work is at the request of the Owner and provides fall protection in the wet well area.

Additive Amount for Item 4 \$2,640.00

5. **Potable Water to Blower Building COP 027.**
Provide a potable water line from the existing City service coming into the plant to the blower building. This addition includes a tee connection to the 2-inch main and piping and fittings.

The additional work is at the request of the Owner and is necessary to provide potable water to the existing emergency shower located in the blower building.

Additive Amount for Item 5 \$2,191.00

6. **Aluminum Cover Retrofit COP 031.**
Provide modifications to the aluminum covers on the MBR tanks to avoid a conflict with the air valve actuators and structural steel bridge crane framing.

The additional work is at the request of the Contractor and is due to changed conditions not shown in the Contract.

Additive Amount for Item 6 \$4,588.00

7. **Eliminate MBR Workbenches COP 032.**
Remove the supply and installation of MBR workbenches from scope of work.

The deductive work is at the request of the Contractor and will allow the City to procure its own workbenches at a lower cost.

Deductive Amount for Item 7 (\$1,158.00)

Summary of Amounts

Item No.	Description	Amount
1	Delete Walkway Along West Side of MBR Tank	(\$6,547.00)
2	Permeate Degas System	\$19,659.00
3	Delete Yard Hydrant	(\$920.00)
4	Feed Forward Pump Station Safety Netting	\$2,640.00
5	Potable Water to Blower Building	\$2,191.00
6	Aluminum Cover Retrofit	\$4,588.00
7	Eliminate MBR Workbenches	(\$1,158.00)
Subtotal of Items:		\$20,453.00
Sales Tax @ 7.9%:		\$1,615.89
TOTAL INCREASE AMOUNT FOR CHANGE ORDER 4:		\$22,068.79



COUNCIL AGENDA ITEM

Meeting Date: 18 July 2016
Subject: Surplus Property
Prepared By: Chief Rick Needham
Approved By:

SUMMARY: As part of the standard issue of uniforms the Department purchases boots for its new officers. Officer Disney left City service and his uniforms were turned in. This included his boots. The Department would like to have these surplus so they can be sold. Monies obtained will be returned to the City.

ALTERNATIVES: The City of Wapato can decide not to surplus this property and store it until another individual is hired with the same shoe size.

FISCAL IMPACTS: \$70 is the value of the boots. If they are declared surplus this is the amount of money that will be returned back to the City.

RECOMMENDATION AND MOTION: Recommendation to move forward and surplus the property.

The motion would be, "I make a motion to approve Resolution 2016-27 Surplus Equipment as presented."

RESOLUTION NO. 2016-27

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO,
WASHINGTON, AUTHORIZING THE MAYOR TO SURPLUS EQUIPMENT THAT IS
EITHER OBSOLETE OR UNUSABLE**

WHEREAS, the City of Wapato has equipment that is either obsolete or unusable and it is in the best interests of the City of Wapato to surplus or dispose of those items;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF WAPATO, WASHINGTON, AS FOLLOWS:**

Section 1: The City of Wapato has certain boots formerly used by Officer Disney that are no longer needed or useful and the Mayor is authorized to declare those boots to be surplus and to sell or dispose of them, as is appropriate.

ADOPTED BY THE CITY COUNCIL this ____ day of _____, 2016.

Tony Guzmán, Mayor

ATTEST:

Susan P Pearson, Clerk-Treasurer

Kellen Holgate, City Attorney

1st Touch Date: _____

2nd Touch Date: _____

RESOLUTION 2016-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTONN, AUTHORIZING THE YAKIMA HOUSING AUTHORITY TO PURCHASE AND MANAGE PROPERTIES WITHIN THE CITY OF WAPATO.

WHEREAS, The City Council of the City of Wapato has determined that there is a need for affordable housing; and,

WHEREAS, this need also exists in the City of Wapato; and,

WHEREAS, this need is not adequately being met, and,

WHEREAS, to promote a safe and healthy community, the City of Wapato supports affordable housing for low-income residents; and,

WHEREAS, the Housing Authority of the City of Yakima, in an effort to further its mission to provide affordable housing for low-income residents, seeks approval from the City of Wapato to acquire, rehabilitate and operate rental housing in the City of Wapato, Yakima County, Washington.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WAPATO HEREBY RESOLVES AS FOLLOWS:

The Housing Authority of the City of Yakima is hereby authorized to acquire, rehabilitate and operate rental housing within the City of Wapato under United States Department of Agriculture-Rural Development (USDA-RD) Program, and to function as a housing authority within the City of Wapato, with respect to said program.

The Housing Authority of the City of Yakima is authorized to purchase USDA-RD properties in the City of Wapato from USDA-RD, using loan funds and to rehabilitate these properties to provide sustainable, affordable housing to low income families as provided in the loan program and the policies of the Authority.

ADOPTED BY THE CITY COUNCIL this ____ day of _____, 2016.

Tony Guzmán, Mayor



COUNCIL AGENDA ITEM:

MEETING DATE: 7/18/2016

SUBJECT: Subrecipient Agreement

PREPARED BY: Santos Valdez

APPROVED BY: Tony Guzman

RECOMMENDATION AND MOTION:

Staff recommends that Council approve the Subrecipient Agreement between the City of Wapato and Yakima Valley Conference of Government's to work on the completion of the Growth Management Act Periodic Updates Project.

SUMMARY:

It is the purpose and intent of this Agreement to designate and assign to Subrecipient responsibilities as more particularly set forth herein and in the Grant Contract as approved and funded by Commerce. Under this Agreement, Local Government is still responsible for the overall administration and monitoring of the use of the CDBG funds in accordance with program requirements. Local Government and Subrecipient shall work cooperatively in meeting requirements and work contemplated by the Grant Contract

ALTERNATIVES:

Not adopt it

FISCAL IMPACT:

Not take advantage of COG's Planner experience and expertise. .

RESOLUTION NO. 2016-29

A RESOLUTION OF THE CITY OF WAPATO, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT WITH THE YAKIMA VALLEY COUNCIL OF GOVERNMENTS WITH RESPECT TO THE CITY OF WAPATO'S GROWTH MANAGEMENT ACT UPDATE PROJECT

WHEREAS, the City of Wapato has applied for and received a Planning Only Grant, documented by Contract No. 15-62210-040, through the Washington State Department of Commerce's Community Development Block Grant (CDBG) program; and

WHEREAS, the Planning Only Grant was awarded to the City of Wapato for the purpose of complying with Washington's Growth Management Act (GMA), Chapter 36.70A RCW. The Planning Only Grant contract contemplates that the City of Wapato will enter into a subrecipient agreement with an agency that will aid the City of Wapato in completing its GMA periodic update project; and

WHEREAS, the City of Wapato has determined that the Yakima Valley Council of Governments is willing and able to provide the necessary services to complete the project; and

WHEREAS, the Yakima Valley Council of Governments has agreed to undertake certain aspects of the City's GMA periodic update to accomplish the City of Wapato's objectives pursuant to the Planning Only Grant contract, on the terms and conditions set forth in a Subrecipient Agreement, a true copy of which is attached hereto as **Exhibit "A,"** and

WHEREAS, the City Council for the City of Wapato finds that it is in the best interests of the residents of the City to enter into the Subrecipient Agreement with the Yakima Valley Council of Governments.

Now, therefore, **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:**

1. The City Council authorizes the Mayor to sign the Subrecipient Agreement with the Yakima Valley Council of Governments, a copy of which is attached hereto for reference as Exhibit "A".
2. That this resolution shall be in full force and effect upon passage and signature.

ADOPTED BY THE CITY COUNCIL this ____ day of _____, 2016.

Tony Guzmán, Mayor

SUBRECIPIENT AGREEMENT

This Agreement is entered into by City of Wapato ("Local Government") and the Yakima Valley Conference of Governments ("Subrecipient") with respect to the Local Government's Growth Management Act Update Project ("Project").

RECITALS

- A. The Washington State Department of Commerce (Commerce) is authorized by the Federal Department of Housing and Urban Development (HUD) to administer funds for selected units of local government for the purpose of carrying out projects under the Washington State Community Development Block Grant (CDBG) Program. CDBG programs are undertaken and administered in accordance with applicable local, state and federal laws, regulations and policies; and
- B. Local Government has applied for and received a Planning Only Grant Contract through the CDBG Program for the purpose of completing its Growth Management Act (GMA) Periodic Update ("Project"). The award is referenced as Contract No. 15-62210-040 (the "Grant Contract"), to fund the Project with Federal Award Identification Number B-15-DC-53-001; and
- C. Local Government has requested that Subrecipient undertake certain aspects of the Project as more particularly set forth herein and Subrecipient is prepared to provide assistance and undertake such work.
- D. Local Government agrees to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local CDBG project, on the terms and conditions set forth herein;

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE.** It is the purpose and intent of this Agreement to designate and assign to Subrecipient responsibilities as more particularly set forth herein and in the Grant Contract as approved and funded by Commerce. Under this Agreement, Local Government is still responsible for the overall administration and monitoring of the use of the CDBG funds in accordance with program requirements. Local Government and Subrecipient shall work cooperatively in meeting requirements and work contemplated by the Grant Contract.
2. **SCOPE OF SERVICES.**
 - A. *Local Government Responsibilities.* The Local Government is responsible for administration of the CDBG contract, and ensuring CDBG funds are used in accordance with all program requirements and the Grant Contract. The Local Government shall provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives tasks and Project outcomes contemplated by the Grant Contract and set forth in this Agreement.

Local Government shall be responsible for completing the following tasks and objectives of the Project:

Principal Tasks

- Review and comment on draft project materials in a timely fashion
- Schedule timely meetings for review of draft project materials

- Coordinate with Subrecipient in a timely fashion with respect to information acquisition, study structures, review processes and other contract components
- Provide city-specific information as reasonable or necessary for project completion

B. *Subrecipient Responsibilities.* Subrecipient shall be responsible for satisfactory and proper completion of Project tasks as more particularly set forth in *Attachment #1 Budget and Scope of Work*. Project work is intended to result in compliance with GMA requirement for periodic updates with major components including, but not limited to 1) update to Local Government's comprehensive plan review and update, 2) development regulation review and update, and 3) critical area review and update. Subrecipient will periodically meet with the Local Government to review the status of these tasks.

3. TIME OF PERFORMANCE. The effective date of this Agreement will be the date the parties sign and complete execution of this Agreement. This Agreement shall be effective for the time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets arising from the Grant Contracts.
4. AGREEMENT REPRESENTATIVES. Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

A. Subrecipient:

Name of Representative: Shawn Conrad
 Mailing Address: 311 N. 4th Street Suite 204
 City, State and Zip Code: Yakima, WA 98901
 Telephone Number: (509) 574-1550
 Fax: (509) 574-1551
 E-mail Address: shawn.conrad@yvcog.org

B. Local Government :

Name of Representative: Tony Guzmán
 Title: Mayor
 Mailing Address: 205 E. 3rd Street
 City, State and Zip Code: Wapato, WA 98951
 Telephone Number: (509) 877-2334
 Fax Number: (509) 877-3979
 E-mail Address: mayor@wapato-city.org

5. BUDGET. An estimated budget for Project tasks is set forth in *Attachment #1, Budget and Scope of Work*. Local Government will pass through to the Subrecipient no more than \$24,000 in CDBG funds for eligible incurred costs and expenses for the Project according to the attached budget.

Indirect Cost Rate if the Subrecipient chooses to charge an indirect under this grant, the Subrecipient shall provide their indirect cost rate that has been negotiated between their

entity and the Federal Government. If no such rate exists, a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

"Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each sub-award (regardless of the period of performance of the sub-awards under the award). MTDC excludes equipment, capital expenditures, and rental costs.

Any amendments to this Agreement's Budget must be approved in writing by the Local Government and the Subrecipient.

6. PAYMENT. The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the Grant Contract. Special Terms and Conditions – Community Development Block Grant Program", Section 4.

Reimbursement under this agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual cash requirements necessary to carry out the purposes of the Agreement.

It is understood that this Agreement is funded in whole or in part with CDBG funds through the Washington State CDBG Program as administered by Commerce and is subject to applicable state and federal regulations.

7. PERFORMANCE MONITORING. Local Government will monitor and track Subrecipient performance, review payment requests for applicable costs, manage the timely pass-through of CDBG funds, oversee compliance with CDBG requirements, and ensure compliance with recordkeeping and audit requirements.

Local Government shall identify in writing any matters of substandard performance. If corrective action is not taken by the Subrecipient within a reasonable period of time Local Government may initiate contract suspension or termination procedures.

8. GENERAL CONDITIONS

- A. *General Compliance.* Subrecipient shall comply with applicable laws and regulations including the requirements of Title 24 of the Code of Federal Regulations, Part 570 (HUD regulations concerning CDBG.)
- B. *CDBG National Objective.* Subrecipient certifies the activities carried out under this Agreement meet a CDBG Program National Objective defined in 24 CFR 570.208.
- C. *Independent Contractor.* Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. Local Government shall not be responsible for payment of Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, incurred by Subrecipient with respect to services provided hereunder.
- D. *Hold Harmless.* Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges and judgments

whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

- E. *Funding Source Recognition.* The Subrecipient will insure recognition of the roles of Commerce, the WA State CDBG program, and the Local Government in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- F. *Amendments.* The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body.
- G. *Suspension or Termination.* Local Government may suspend or terminate this Agreement in accordance with 2 CFR 200.338 and 200.339 if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - 1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - 2. Failure to fulfill in a timely and proper manner its obligations under this Agreement.
 - 3. Improper use of funds provided under this Agreement; or
 - 4. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience in accordance with applicable law.

9. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

Subrecipient shall comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping.

1. *Records to Be Maintained.*

Subrecipient shall maintain all records required by or specified in 24 CFR 570.506 and those records described in the CDBG Management Handbook. Such records will include but not be limited to:

- a. Records providing a full description of each activity assisted (or being assisted) with CDBG funds;
- b. Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 as it relates to the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the citizen participation requirements prescribed in 24 CFR Part 91, Subpart B or in 24 CFR Part 91, Subpart C;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
- g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, State and Local laws and regulations applicable to CDBG-funded construction projects; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. *Access to Records and Retention.*

Local Government, Commerce, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers and records of the Subrecipient that are directly pertinent to the contract for the purposes of making audit, examination, excerpts and transcriptions.

All such records and all other records pertinent to this agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will request a longer period of record retention.

3. *Audits and Inspections.*

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, Commerce, and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to

comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CRF 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting.

Subrecipient shall provide in a timely manner such reports as may be required under the CDBG Contract or applicable law.

10. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person will, on the grounds of race, color, creed, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974:

No person in the United States will on the grounds of race, color, creed, religion, sex or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975, as Amended

No person will be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual will, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

Public Law 101-336, Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

B. Section 3 of the Housing and Community Development Act of 1968

Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to

the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. The Subrecipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The Subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and Commerce issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

C. Conduct

1. Assignability

Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government and Commerce.

2. Conflict of Interest

No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

Subrecipient shall to abide by the provisions of 24 CFR 200.318 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
- c. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the Local Government and/or Commerce reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

12. PERFORMANCE WAIVER

The Local Government's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

The attachments to this Agreement are identified as follows: Attachment #1, Budget and Scope of Work.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this agreement as of the date and year last written below.

City of Wapato

Yakima Valley Conference of Governments

By: _____
Tony Guzmán, Mayor

By: _____

Title:

Date: _____

Date: _____

ATTEST:

By: _____
Gloria Acosta, Deputy Clerk-Treasurer

By: _____

Approved As To Form:

By: _____
Kellen J. Holgate, City Attorney

By: _____

WAPATO LIONS CLUB

Wapato, Washington



Mayor Tony Guzman
City of Wapato
Wapato, WA. 98951

July 11, 2016

Dear Mr. Guzman,

The Wapato Lions Club requests the support of the City of Wapato in finalizing for the upcoming Wapato Lions Harvest Festival held at Lions Park on Labor Day Monday September 5, 2016. This year we will not have a carnival, however we will have the parade and would like your help with the following:

- City Personnel/Park Preparation: mark sprinklers, don't mow lawn too short
- Electrical Service boxes in working order
- Garbage Service
- Portable Bathrooms

Current Lion President, Steve Diaz will be the primary contact for that day, his phone number is 509-307-9098 and Rick Sanchez, former Lion President will be will also be available for questions or concerns his phone number is 509-901-0865. The Lions Club will provide the schedule for the day's events to your office for the use of the Public Works personnel and possibly Police Department.

Sincerely,

Teri Sanchez
Wapato Lions Secretary

Cc: Richard Needham, Wapato Police Chief
Menglou Wang, Public Works
Charlie Huibergtsse, Treasurer, Wapato Lions
Steve Diaz, President Wapato Lions



COUNCIL AGENDA ITEM

Meeting Date: July 18, 2016

Subject: 9th St. Sidewalk Contract Award

Prepared By: Menglou Wang, PW Director

Approved By: Tony Guzman, Mayor

SUMMARY:

The City had advertised for the 9th Street Sidewalk Improvements project and received 4 bid proposals by the bid open time. The low bidder is DW Excavating Inc. based in Davenport, WA. Here is the bid and fund information.

DW Excavating's bid	- \$356,775.10
Engineer's cost estimate	- \$313,850.00
Construction fund available	- \$331,200.00

DW Excavating's bid is \$25,575 higher than our available fund. With required TERO payment of \$10,703, G&O design engineering saving of \$10,000, and striping of \$11,410 to be eliminated from the project, there is a fund shortage of approximately \$15,000.

Many Cities in Yakima County also experience project bids higher than engineer's cost estimates because of numerous construction projects in the area during the time of the year.

ALTERNATIVES:

- Reject all bids and re-bid early next year.

FISCAL IMPACTS:

The City needs to provide a fund of \$45,000 (\$30,000 local match and additional \$15,000).

RECOMMENDATION AND MOTION:

Council is asked to tentatively award the 9th Street Sidewalk Improvements contract to DW Excavating contingent upon WSDOT financial arrangements.

RESOLUTION NO. 2016-30

**A RESOLUTION OF THE CITY OF WAPATO, WASHINGTON, TENTATIVELY
AWARDING A CONSTRUCTION CONTRACT TO DW EXCAVATING INC. FOR
THE 9TH STREET SIDEWALK IMPROVEMENTS.**

WHEREAS, the City of Wapato wishes to construct the sidewalk along the south side of 9th Street from S. Camas Avenue to S. Wasco Avenue; and,

WHEREAS, the City of Wapato has received a Safe Routes to School grant from Washington State Department of Transportation (WSDOT) for the 9th Street Sidewalk Improvements project; and,

WHEREAS, the City of Wapato has sought and received a number of construction bids for the proposed improvements, and has received a low bid from DW Excavating Inc.; and,

WHEREAS, the City's consulting engineering firm, Gray & Osborne, has reviewed all bid document information and recommended that the City award the construction project to DW Excavating Inc.; and

WHEREAS, the City Council of the City of Wapato finds that it is in the City's best interest to award the construction contract to DW Excavating Inc. for the necessary construction services to improve the 9th Street sidewalk.

Now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAPATO,
WASHINGTON, AS FOLLOWS:**

1. The City Council awards the contract for 9th Street Sidewalk Improvements to DW Excavating Inc., contingent upon successful financial arrangements with WSDOT.
2. That this resolution shall be in full force and effect upon passage and signature.

ADOPTED BY THE CITY COUNCIL this ____ day of _____, 2016.

ATTEST:

Tony Guzmán, Mayor

Susan P Pearson, Clerk-Treasurer



July 13, 2016

Ms. Sue Pearson
City Clerk-Treasurer
City of Wapato
205 E 3rd St
Wapato, Washington 98951

SUBJECT: REVIEW OF BIDS, 9TH STREET SIDEWALK IMPROVEMENTS,
CITY OF WAPATO, YAKIMA COUNTY, WASHINGTON
G&O #16002

Dear Ms. Pearson:

On July 7, 2016 the City of Wapato received four bids for the 9th Street Sidewalk Improvements Project. The bids ranged from \$356,775.10 to \$570,860.00. The Engineer's Estimate was \$313,850.00. Each proposal was checked for correctness of extensions of the prices per unit and the total price. Four corrections were made. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

	Engineer's Estimate	\$313,850.00
1.	DW Excavating, Inc. (Davenport, WA).....	\$356,775.10
2.	Moreno & Nelson Construction (Walla Walla, WA)	\$413,061.50
3.	Allstar Construction Group (Richland, WA)	\$494,171.00
4.	Granite Construction, Inc. (Yakima, WA).....	\$570,860.00

The low responsive bidder, DW Excavating, Inc., of Davenport, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the low bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the low bidder, DW Excavating, Inc., of Davenport, Washington, has met the responsibility criteria.



Ms. Sue Pearson
July 13, 2016
Page 2

Project Funding

The City has received a Safe Routes to Schools grant for this project that can include \$331,200 for construction costs. The low bid of \$356,775.10 exceeds this amount by \$25,575.10. In addition, the City must also pay the TERO fee of \$10,703.25 associated with the construction cost. The total additional funding needed to award the project is \$36,278.35. The City may also wish to budget an additional \$5,000 to \$10,000 in contingency funding in the event that changed conditions are encountered during construction.

Possible Cost Reductions

After a review of the design engineering budget, it appears that at this time there are some unused funds. G&O anticipates that a \$10,000 reduction in design engineering fees can be applied towards the construction costs.

Additionally, the total bid cost of the various items needed to stripe the roadway is \$11,410.33. If this work could be accomplished by city crews, this could be a cost savings to the project. The project must be awarded in its entirety to include this work, however this work could be deducted by change order after the project has been awarded and the contract executed.

Recommendation

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder DW Excavating, Inc., P.O. Box 1089, Davenport, Washington 99122, should sufficient City funds be available.

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

Michael M. Meskimen, P.E.

MMM/kd
Encl.

BIDDER ADDRESS		ENGINEER'S ESTIMATE		DW EXCAVATING, INC.		MORENO & NELSON CONST.		ALLSTAR CONST. GRP		GRANITE CONSTRUCTION		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.		P.O. Box 1089		P.O. Box 794		P.O. Box 794		2546 Van Giesen St.		80 Pond Road		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER		Davenport, WA 99122		Walla Walla, WA 99362		Walla Walla, WA 99362		Richland, WA 99354		Yakima, WA 98901		
BID BOND OR OTHER GOOD FAITH TOKEN		600,166-00		600,166-00		069,719-01		195,876-00		572,672-04		
		DWEXCEIB86QB		DWEXCEIB86QB		MORENNC930BT		ALLSTCG902MZ		GRANICCC916DL		
		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization, Clean-up, & Demobilization	1	LS	\$26,400.00	\$31,500.00	\$31,500.00	\$30,000.00	\$30,000.00	\$13,763.00	\$13,763.00	\$43,200.00	\$43,200.00
2	SPCC Plan	1	LS	\$500.00	\$1,050.00	\$1,050.00	\$100.00	\$100.00	\$2,006.00	\$2,006.00	\$250.00	\$250.00
3	Project Temporary Traffic Control	1	LS	\$10,000.00	\$3,150.00	\$3,150.00	\$18,000.00	\$18,000.00	\$6,999.00	\$6,999.00	\$60,000.00	\$60,000.00
4	Minor Change	1	CALC	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
5	Excavation, Backfill, Compaction and Grading	430	CY	\$25.00	\$10,750.00	\$12.60	\$5,418.00	\$65.15	\$28,014.50	\$339.00	\$145,770.00	\$34,400.00
6	Controlled Density Fill	20	CY	\$200.00	\$4,000.00	\$155.40	\$3,108.00	\$250.00	\$5,000.00	\$193.00	\$3,860.00	\$2,900.00
7	Crushed Surfacing Repair	390	SY	\$10.00	\$3,900.00	\$9.20	\$3,588.00	\$30.00	\$11,700.00	\$9.00	\$3,510.00	\$13.50
8	Commercial HMA Pavement Repair	590	SY	\$35.00	\$20,650.00	\$44.10	\$26,019.00	\$70.00	\$41,300.00	\$33.00	\$31,270.00	\$105.00
9	Storm Sewer Pipe, 8-In. Diam.	550	LF	\$40.00	\$22,000.00	\$38.00	\$20,900.00	\$42.00	\$23,100.00	\$45.00	\$24,750.00	\$70.00
10	Adjust Manhole	3	EA	\$600.00	\$1,800.00	\$807.00	\$2,421.00	\$930.00	\$2,790.00	\$492.00	\$1,476.00	\$850.00
11	Adjust Catch Basin	1	EA	\$500.00	\$500.00	\$861.00	\$861.00	\$2,000.00	\$2,000.00	\$671.00	\$671.00	\$850.00
12	Concrete Inlet	4	EA	\$1,000.00	\$4,000.00	\$1,260.00	\$5,040.00	\$1,500.00	\$6,000.00	\$598.00	\$2,392.00	\$6,000.00
13	Catch Basin, Type 1	9	EA	\$1,500.00	\$13,500.00	\$1,470.00	\$13,230.00	\$1,650.00	\$14,850.00	\$1,249.00	\$11,241.00	\$13,275.00
14	Catch Basin, Type 2, 48 In. Diam.	2	EA	\$3,500.00	\$7,000.00	\$2,990.00	\$5,980.00	\$3,000.00	\$6,000.00	\$1,603.00	\$3,206.00	\$9,400.00
15	Precast Concrete Drywell, 48-In. Diam.	2	EA	\$3,500.00	\$7,000.00	\$6,762.00	\$13,524.00	\$3,800.00	\$7,600.00	\$4,775.00	\$9,550.00	\$21,000.00
16	Abandon Existing Catch Basin	1	EA	\$500.00	\$500.00	\$1,277.00	\$1,277.00	\$300.00	\$300.00	\$1,459.00	\$1,459.00	\$1,250.00
17	Trench Excavation Safety Systems	1	LS	\$1,000.00	\$1,000.00	\$2,625.00	\$2,625.00	\$600.00	\$600.00	\$543.00	\$543.00	\$2,500.00
18	Blank Run Gravel	20	CY	\$50.00	\$1,000.00	\$30.60	\$612.00	\$80.00	\$1,600.00	\$112.00	\$2,240.00	\$600.00
19	Adjust Valve Box	2	EA	\$500.00	\$1,000.00	\$546.00	\$1,092.00	\$840.00	\$1,680.00	\$448.00	\$896.00	\$1,370.00
20	Adjust Fire Hydrant Assembly	1	EA	\$1,500.00	\$1,500.00	\$2,520.00	\$2,520.00	\$2,400.00	\$2,400.00	\$1,203.00	\$1,203.00	\$4,000.00
21	Erosion/Water Pollution Control	1	LS	\$1,000.00	\$1,000.00	\$3,150.00	\$3,150.00	\$1,500.00	\$1,500.00	\$905.00	\$905.00	\$500.00
22	Sod Installation	30	SY	\$50.00	\$1,500.00	\$31.50	\$945.00	\$32.00	\$960.00	\$77.00	\$2,310.00	\$60.00
23	Cement Concrete Traffic Curb & Gutter	1,940	LF	\$20.00	\$38,800.00	\$33.85	\$65,669.00	\$35.00	\$67,900.00	\$50.00	\$97,000.00	\$73,720.00
24	Cement Concrete Traffic Curb	340	LF	\$15.00	\$5,100.00	\$22.06	\$7,500.40	\$28.00	\$9,520.00	\$49.00	\$16,660.00	\$40.00
25	Cement Concrete Pedestrian Curb	80	LF	\$20.00	\$1,600.00	\$23.13	\$1,850.40	\$16.00	\$1,280.00	\$45.00	\$3,600.00	\$35.00
26	Cement Concrete Driveway Entrance	210	SY	\$60.00	\$12,600.00	\$100.85	\$21,178.50	\$55.00	\$11,550.00	\$42.00	\$8,820.00	\$13,600.00
27	Precast Dual Faced Sloped Mountable Curb	75	LF	\$50.00	\$3,750.00	\$50.40	\$3,780.00	\$110.00	\$8,250.00	\$42.00	\$3,150.00	\$8,250.00
28	Coated Chain Link Fence	340	LF	\$25.00	\$8,500.00	\$20.00	\$6,800.00	\$19.00	\$6,460.00	\$17.00	\$5,780.00	\$8,500.00
29	Cement Conc. Sidewalk	1,380	SY	\$40.00	\$55,200.00	\$41.21	\$56,869.80	\$43.00	\$59,340.00	\$34.00	\$46,920.00	\$66,240.00
30	Cement Concrete Sidewalk Ramp	19	EA	\$1,300.00	\$24,700.00	\$998.00	\$18,962.00	\$1,250.00	\$23,750.00	\$1,207.00	\$22,933.00	\$36,100.00
31	Permanent Signage	1	LS	\$3,000.00	\$3,000.00	\$4,883.00	\$4,883.00	\$3,000.00	\$3,000.00	\$1,393.00	\$1,393.00	\$4,725.00

DATE: 7/7/2016

DRAWN: KD

CHECKED: MW

APPROVED: MMM

Page 1 of 2

CITY OF WAPATO, YAKIMA COUNTY, WASHINGTON
 9TH STREET SIDEWALK IMPROVEMENTS
 GRAY & OSBORNE #16002

GRAY & OSBORNE, INC.
 CONSULTING ENGINEERS

32	Speed Feedback Sign	2	EA	\$5,000.00	\$10,000.00	\$4,431.00	\$8,862.00	\$2,000.00	\$4,000.00	\$1,620.00	\$3,240.00	\$9,850.00	\$19,700.00
33	Removing Striping	1	LS	\$2,500.00	\$2,500.00	\$4,043.00	\$4,043.00	\$6,000.00	\$6,000.00	\$6,351.00	\$6,351.00	\$3,000.00	\$3,000.00
34	Paint Line	2,250	LF	\$1.00	\$2,250.00	\$0.74	\$1,665.00	\$0.52	\$1,170.00	\$1.00	\$2,250.00	\$1.00	\$2,250.00
35	Painted Stop Line	230	LF	\$5.00	\$1,150.00	\$6.50	\$1,495.00	\$4.10	\$943.00	\$5.00	\$1,150.00	\$5.50	\$1,265.00
36	Painted Crosswalk Line	760	SF	\$5.00	\$3,800.00	\$4.90	\$3,724.00	\$3.40	\$2,584.00	\$4.00	\$3,040.00	\$5.50	\$4,180.00
37	Painted Traffic Arrow	4	EA	\$100.00	\$400.00	\$120.75	\$483.00	\$205.00	\$820.00	\$216.00	\$864.00	\$80.00	\$320.00
	Subtotal:				\$313,850.00		\$356,775.10		\$413,061.50		\$494,171.00		\$570,860.00
	Sales Tax @ 0%				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST				\$313,850.00		\$356,775.10		\$413,061.50		\$494,171.00		\$570,860.00

Sealed bids were opened at the office of Gray & Osborne, Inc., 107 South Third Street, Yakima, Washington 98901 on Thursday, July 7, 2016, at 2:00 p.m. (local time).

I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.


MICHAEL M. MESKIMEN, P.E.

DENOTES ALL
MATHEMATICAL AND
ROUNDING ERRORS

DATE: 7/7/2016
DRAWN: KD
CHECKED: MW
APPROVED: MMM

Page 2 of 2

CITY OF WAPATO, YAKIMA COUNTY, WASHINGTON
9TH STREET SIDEWALK IMPROVEMENTS
GRAY & OSBORNE #16002

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS



COUNCIL AGENDA ITEM

Meeting Date: July 18, 2016
 Subject: Trader and APP Contract Award
 Prepared By: Menglou Wang, PW Director
 Approved By: Tony Guzman, Mayor

SUMMARY:

The City had advertised for the Trader Street and FY 2017 Arterial Pavement Preservation project and received a single bid proposal from Granite Construction by the bid open time. Here is the bid and fund information.

	Bid Amount	Total including TERO	Engineer's Estimate	Available Fund	Fund Shortage
Schedule A (Trader St)	\$615,136.00	\$633,590.08	\$404,800	\$387,200	(\$246,390)
Schedule B (2017 APP)	\$558,729.90	\$575,491.80	\$611,000	\$611,000	\$35,508
Schedule C (Waterline)	\$114,681.52	\$118,121.97	\$85,200		

The bid for Schedule A is significantly higher than the engineer's cost estimate and there is a fund shortage of \$246,390. The bid for Schedule B is \$35,508 lower than engineer's cost estimate and there is adequate construction fund. The bid for Schedule C is \$33,122 more than the engineer's cost estimate.

G&O and City staff would recommend that the City eliminate Schedule A from the contract and award Schedule B and Schedule C to Granite Construction contingent upon financial arrangement with TIB.

ALTERNATIVES:

- Reject all bids and re-bid early next year.

FISCAL IMPACTS:

The City needs to provide \$78,920 as local match fund for the pavement project and approximately \$130,000 (including construction engineering) for the water main installation.

RECOMMENDATION AND MOTION:

Council is asked to tentatively award Schedule B and Schedule C of the FY 2017 Arterial Pavement Preservation project to Granite Construction contingent upon TIB financial arrangements.

RESOLUTION NO. 2016-31

**A RESOLUTION OF THE CITY OF WAPATO, WASHINGTON, TENTATIVELY
AWARDING A CONSTRUCTION CONTRACT TO GRANITE CONSTRUCTION INC.
FOR A PORTION OF THE TRADER STREET RECONSTRUCTION AND FY 2017
ARTERIAL PAVEMENT PRESERVATION PROJECT**

WHEREAS, the City of Wapato wishes to improve Trader Street and a number of street segments on S. Camas Avenue, 9th Street, and West 1st Street; and,

WHEREAS, the City of Wapato has received funding from Washington State Transportation Improvement Board (TIB) for these street improvements; and,

WHEREAS, the City of Wapato has sought and received a single construction bid for the proposed improvements, which came from Granite Construction Inc.; and,

WHEREAS, the City's consulting engineering firm, Gray & Osborne, has reviewed all bid document information and recommended that the City award Schedule B (FY 2017 Arterial Pavement Preservation project) and Schedule C (Water Main) to Granite Construction Inc.; and

WHEREAS, the City Council of the City of Wapato finds that it is in the City's best interest to award Schedule B and Schedule C to Granite Construction Inc. for the necessary construction services to improve these street segments.

Now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAPATO,
WASHINGTON, AS FOLLOWS:**

1. The City Council awards the contract for Schedule B (FY 2017 Arterial Pavement Preservation project) and Schedule C (Water Main) to Granite Construction Inc., contingent upon successful financial arrangements with TIB.
2. That this resolution shall be in full force and effect upon passage and signature.

ADOPTED BY THE CITY COUNCIL this ____ day of _____, 2016.

Tony Guzmán, Mayor



July 13, 2016

Ms. Sue Pearson
City Clerk-Treasurer
City of Wapato
205 E 3rd St
Wapato, Washington 98951

**SUBJECT: REVIEW OF BIDS, TRADER STREET RECONSTRUCTION AND
FY 2017 ARTERIAL PRESERVATION PROJECT,
CITY OF WAPATO, YAKIMA COUNTY, WASHINGTON
G&O #15037**

Dear Ms. Pearson:

On July 8, 2016 the City of Wapato received one bid for the Trader Street Reconstruction and FY 2017 Arterial Preservation Project. The Engineer’s Estimate was \$1,083,991.20. The proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows:

	Engineer’s Estimate	\$1,083,991.20
1.	Granite Construction, Inc. (Yakima, WA).....	\$1,288,547.42

The low responsive bidder, Granite Construction, Inc., of Yakima, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the low bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the low bidder, Granite Construction, Inc., of Yakima, Washington, has met the responsibility criteria.



Ms. Sue Pearson
July 13, 2016
Page 2

Project Funding

The project consists of three schedules of work, each with a different funding source:

- Schedule A – Trader Street Improvements
(primarily funded by a TIB Urban Arterial Program grant)
- Schedule B – W. First Street, Camas Avenue and 9th Street Paving
(primarily funded by a TIB Arterial Preservation grant)
- Schedule C – Camas Avenue Water Main Improvements
(funded entirely with City of Wapato Water funds)

The following tables describe the project funding:

	Bid Amount	TERO (Not included in bid)	Total
Schedule A: Trader Street	\$ 615,136.00	\$ 18,454.08	\$ 633,590.08
Schedule B: FY 2017 Arterial Project	\$ 558,729.90	\$ 16,761.90	\$ 575,491.80
Schedule C: Water Main	\$ 114,681.52	\$ 3,440.45	\$ 118,121.97

	Total	Available Funding	Shortage/Surplus
Schedule A: Trader Street	\$ 633,590.08	\$ 387,200	(\$ 246,390.08)
Schedule B: FY 2017 Arterial Project	\$ 575,491.80	\$ 611,000	\$ 35,508.20
Schedule C: Water Main	\$ 118,121.97	\$ 85,000	(\$ 33,121.97)

Possible Cost Reductions

After a review of the design engineering budget, it appears that at this time there are no unused funds. Additionally there are no projected items of work that could be removed from the project.

Options

The funding shortage for Schedule A is significant. In a subsequent discussion with TIB staff, they have indicated that it is well beyond their maximum administrative increase authority. Program policies would allow an increase ranging from \$50,000 to \$60,000 for this schedule.



Ms. Sue Pearson
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Schedule B has sufficient funding based on the low bidder's bid prices. It should be noted that construction of all of the improvements in Schedule B would construct the roadway surfacing over the water main included in Schedule C.

Awarding Schedule C will require the commitment of an additional \$33,121.97 of additional funding from the City of Wapato water fund. If the City elects to award Schedule B, then it is also recommended that Schedule C be awarded.

While it is possible to award individual schedules, the project also contains some interdependent items of work. Doing so may also result in a change order for additional costs associated with the reduction in scope that may not be readily apparent in the costs as bid.

Recommendations

Based on our evaluation, the project can be awarded to the lowest responsive, responsible bidder Granite Construction, Inc., 80 Pond Road, Yakima, Washington 98901, should sufficient additional City funds be available and contingent upon TIB approval.

Based on preliminary conversations with TIB and City staff, it appears that additional funds are not available. Therefore, we recommend that the City reject all received bids at this time.

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

Michael M. Meskimen, P.E.

MMM/kd
Encl.

BIDDER				ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION	
BIDDER ADDRESS						80 Pond Road Yakima, WA 98901	
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.						572,672-04	
WASHINGTON STATE CONTRACTOR'S REG. NUMBER						GRANICC916DL	
BID BOND OR OTHER GOOD FAITH TOKEN						5% BID BOND	
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
SCHEDULE A: TRADER STREET RECONSTRUCTION							
1	Mobilization, Clean-up & Demobilization	1 LS	\$29,000.00	\$29,000.00	\$55,000.00	\$55,000.00	
2	Project Temporary Traffic Control	1 LS	\$10,400.00	\$10,400.00	\$50,000.00	\$50,000.00	
3	Removal of Structure and Obstruction	1 LS	\$5,000.00	\$5,000.00	\$10,500.00	\$10,500.00	
4	Excavation, Backfill, Compaction and Grading for Roadway, Incl. Haul	420 CY	\$20.00	\$8,400.00	\$78.00	\$32,760.00	
5	Unsuitable Foundation Excavation, Incl. Haul.	20 CY	\$25.00	\$500.00	\$48.00	\$960.00	
6	Cement Treated Base	4,950 SY	\$4.00	\$19,800.00	\$6.25	\$30,937.50	
7	Cement	180 TN	\$150.00	\$27,000.00	\$160.00	\$28,800.00	
8	Controlled Density Fill	20 CY	\$200.00	\$4,000.00	\$135.00	\$2,700.00	
9	Crushed Surfacing Top Course	330 TN	\$20.00	\$6,600.00	\$48.00	\$15,840.00	
10	Crushed Surfacing Repair	530 SY	\$10.00	\$5,300.00	\$14.50	\$7,685.00	
11	Commercial HMA Class 1/2", PG 64-28	910 TN	\$90.00	\$81,900.00	\$105.00	\$95,550.00	
12	Commercial HMA Pavement Repair	540 SY	\$50.00	\$27,000.00	\$60.00	\$32,400.00	
13	Storm Sewer Pipe, 8-In. Diam.	410 LF	\$40.00	\$16,400.00	\$85.00	\$34,850.00	
14	Catch Basin, Type 1	7 EA	\$1,200.00	\$8,400.00	\$1,740.00	\$12,180.00	
15	Concrete Inlet	7 EA	\$1,000.00	\$7,000.00	\$1,625.00	\$11,375.00	
16	Precast Concrete Drywell	7 EA	\$3,500.00	\$24,500.00	\$5,800.00	\$40,600.00	
17	Adjust Manhole	6 EA	\$600.00	\$3,600.00	\$775.00	\$4,650.00	
18	Removal of Unsuitable Material (Trench)	10 CY	\$20.00	\$200.00	\$48.00	\$480.00	
19	Trench Excavation Safety Systems	1 LS	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	
20	Bank Run Gravel for Trench Backfill	10 TN	\$50.00	\$500.00	\$15.00	\$150.00	
21	Adjust Valve Box	5 EA	\$500.00	\$2,500.00	\$550.00	\$2,750.00	
22	PVC Sanitary Sewer Pipe, 6-In. Diam.	10 LF	\$50.00	\$500.00	\$160.00	\$1,600.00	
23	Sewer Cleanout	1 EA	\$1,500.00	\$1,500.00	\$900.00	\$900.00	
24	Erosion/Water Pollution Control	1 LS	\$1,000.00	\$1,000.00	\$700.00	\$700.00	
25	Cement Concrete Traffic Curb & Gutter	2,330 LF	\$15.00	\$34,950.00	\$21.00	\$48,930.00	
26	Cement Concrete Pedestrian Curb	80 LF	\$20.00	\$1,600.00	\$25.00	\$2,000.00	
27	Cement Concrete Driveway Entrance	80 SY	\$60.00	\$4,800.00	\$80.00	\$6,400.00	
28	Cement Concrete Driveway Repair	20 60	\$60.00	\$1,200.00	\$52.00	\$1,040.00	
29	Chain Link Fence	60 LF	\$35.00	\$2,100.00	\$45.00	\$2,700.00	
30	Chain Link Gate	20 LF	\$40.00	\$800.00	\$45.00	\$900.00	
31	Cement Concrete Sidewalk	610 SY	\$40.00	\$24,400.00	\$62.00	\$37,820.00	
32	Cement Concrete Sidewalk Ramp	6 EA	\$1,500.00	\$9,000.00	\$2,100.00	\$12,600.00	
33	Traffic Signal System	1 LS	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00	
34	Illumination System	1 LS	\$7,500.00	\$7,500.00	\$10,500.00	\$10,500.00	
35	Permanent Signing	1 LS	\$2,500.00	\$2,500.00	\$5,200.00	\$5,200.00	
36	Paint Line	1,500 LS	\$1.00	\$1,500.00	\$1.40	\$2,100.00	
37	Painted Stop Line	130 LF	\$5.00	\$650.00	\$2.25	\$292.50	
38	Painted Crosswalk Line	660 SF	\$5.00	\$3,300.00	\$2.80	\$1,848.00	
39	Painted Traffic Arrow	2 EA	\$150.00	\$300.00	\$56.00	\$112.00	
40	Painted Access Parking Space Symbol	2 EA	\$250.00	\$500.00	\$113.00	\$226.00	
Subtotal:				\$391,600.00		\$615,136.00	
Sales Tax @ 0%				\$0.00		\$0.00	
TOTAL CONSTRUCTION COST (SCHEDULE A):				\$391,600.00		\$615,136.00	

CITY OF WAPATO, YAKIMA COUNTY, WA
 TRADER STREET RECONSTRUCTION &
 FY 2017 ARTERIAL PRESERVATION PROJECT
 GRAY & OSBORNE #15037

DATE: 7/8/2016
 DRAWN: KD
 CHECKED: TD
 APPROVED: MMM

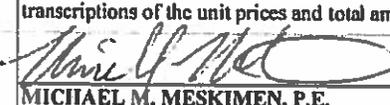
GRAY & OSBORNE, INC.
 CONSULTING ENGINEERS

BIDDER		ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		
BIDDER ADDRESS				80 Pond Road Yakima, WA 98901 572,672-04		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.				572,672-04		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER				GRANICC916DL		
BID BOND OR OTHER GOOD FAITH TOKEN				5% BID BOND		
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE B: FY 2017 ARTERIAL PRESERVATION						
1	Mobilization, Clean-up & Demobilization	1 LS	\$55,000.00	\$55,000.00	\$5,700.00	\$5,700.00
2	Project Temporary Traffic Control	1 LS	\$50,000.00	\$50,000.00	\$25,000.00	\$25,000.00
3	Removal of Structure and Obstruction	1 LS	\$20,400.00	\$20,400.00	\$10,000.00	\$10,000.00
4	Excavation, Embankment and Grading, Incl. Haul	70 CY	\$100.00	\$7,000.00	\$170.00	\$11,900.00
5	Unsuitable Foundation Excavation, Incl. Haul.	50 CY	\$125.00	\$6,250.00	\$48.00	\$2,400.00
6	Subgrade Repair, Type 1	920 SY	\$60.00	\$55,200.00	\$92.00	\$84,640.00
7	Subgrade Repair, Type 2	230 SY	\$65.00	\$14,950.00	\$180.00	\$41,400.00
8	Crushed Surfacing Repair	30 SY	\$20.00	\$600.00	\$45.00	\$1,350.00
9	Planing Bituminous Pavement	5,500 SY	\$4.00	\$22,000.00	\$5.50	\$30,250.00
10	Commercial HMA Class 1/2",	1,790 TN	\$95.00	\$170,050.00	\$100.00	\$179,000.00
11	Commercial HMA for Preleveling Cl. 3/8", PG 64-28	450 TN	\$110.00	\$49,500.00	\$97.00	\$43,650.00
12	Crack Sealing	1,500 LF	\$1.50	\$2,250.00	\$0.57	\$855.00
13	Adjust Manhole	7 EA	\$500.00	\$3,500.00	\$775.00	\$5,425.00
14	Adjust Valve Box	36 EA	\$500.00	\$18,000.00	\$550.00	\$19,800.00
15	Erosion/Water Pollution Control	1 LS	\$5,000.00	\$5,000.00	\$600.00	\$600.00
16	Landscape Repair	50 SY	\$100.00	\$5,000.00	\$65.00	\$3,250.00
17	Cement Concrete Traffic Curb & Gutter	550 LF	\$30.00	\$16,500.00	\$25.00	\$13,750.00
18	Cement Concrete Pedestrian Curb	260 LF	\$35.00	\$9,100.00	\$26.00	\$6,760.00
19	Cast-In-Place Monument	2 EA	\$1,000.00	\$2,000.00	\$2,800.00	\$5,600.00
20	Adjust Monument Case and Cover	5 EA	\$500.00	\$2,500.00	\$550.00	\$2,750.00
21	Cement Concrete Sidewalk	240 SY	\$60.00	\$14,400.00	\$62.00	\$14,880.00
22	Cement Concrete Sidewalk Ramp	15 EA	\$2,000.00	\$30,000.00	\$1,700.00	\$25,500.00
23	Traffic Signal System	1 LS	\$7,500.00	\$7,500.00	\$11,000.00	\$11,000.00
24	Paint Line	4,520 LF	\$1.25	\$5,650.00	\$0.57	\$2,576.40
25	Painted Stop Line	350 LF	\$6.00	\$2,100.00	\$2.25	\$787.50
26	Painted Traffic Arrow	26 EA	\$125.00	\$3,250.00	\$56.00	\$1,456.00
27	Painted Crosswalk Line	3,380 SF	\$7.50	\$25,350.00	\$2.50	\$8,450.00
	Subtotal:			\$603,050.00		\$558,729.90
	Sales Tax @ 0%			\$0.00		\$0.00
	TOTAL CONSTRUCTION COST (SCHEDULE B):			\$603,050.00		\$558,729.90

CITY OF WAPATO, YAKIMA COUNTY, WA
 TRADER STREET RECONSTRUCTION &
 FY 2017 ARTERIAL PRESERVATION PROJECT
 GRAY & OSBORNE #15037

DATE: 7/8/2016
 DRAWN: KD
 CHECKED: TD
 APPROVED: MMM

GRAY & OSBORNE, INC.
 CONSULTING ENGINEERS

BIDDER		ENGINEER'S ESTIMATE		GRANITE CONSTRUCTION		
BIDDER ADDRESS				80 Pond Road Yakima, WA 98901 572,672-04 GRANICC916DL 5% BID BOND		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.						
WASHINGTON STATE CONTRACTOR'S REG. NUMBER						
BID BOND OR OTHER GOOD FAITH TOKEN						
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE C: WATER MAIN REPLACEMENT						
1	Mobilization, Clean-up & Demobilization	1 LS	\$8,000.00	\$8,000.00	\$1,230.00	\$1,230.00
2	Trench Excavation Safety Systems	1 LS	\$1,000.00	\$1,000.00	\$1,485.00	\$1,485.00
3	Bank Run Gravel for Trench Backfill	40 CY	\$25.00	\$1,000.00	\$28.00	\$1,120.00
4	Plugging Existing Pipe	3 EA	\$400.00	\$1,200.00	\$1,550.00	\$4,650.00
5	C900 PVC Pipe for Water Main, 8-In. Diam., Incl. Bedding	650 LF	\$40.00	\$26,000.00	\$59.00	\$38,350.00
6	C900 PVC Pipe for Water Main, 6-In. Diam., Incl. Bedding	20 LF	\$40.00	\$800.00	\$235.00	\$4,700.00
7	Connection to Existing Water Main	2 EA	\$2,500.00	\$5,000.00	\$2,860.00	\$5,720.00
8	Gate Valve, 8 In.	2 EA	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
9	Fire Hydrant Assembly	2 EA	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00
10	DI Pipe for Fire Hydrant, 6-Inch Diam. Incl. Bedding	70 LF	\$70.00	\$4,900.00	\$69.00	\$4,830.00
11	Service Pipe, 1-In. Diam.	300 LF	\$25.00	\$7,500.00	\$42.00	\$12,600.00
12	Service Connection, 1-Inch. Diam	12 EA	\$1,200.00	\$14,400.00	\$1,550.00	\$18,600.00
Subtotal:				\$82,800.00		\$106,285.00
Sales Tax @ 7.9%				\$6,541.20		\$8,396.52
TOTAL CONSTRUCTION COST (SCHEDULE C):				\$89,341.20		\$114,681.52
TOTAL CONSTRUCTION COST (ALL SCHEDULES A, B AND C COMBINED):				\$1,083,991.20		\$1,288,547.42
Sealed bids were opened at the office of Gray & Osborne, Inc., 107 South Third Street, Yakima, Washington 98901 on Friday, July 8, 2016, at 11:00 a.m. (local time).						
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.						
 MICHAEL M. MESKIMEN, P.E.						

CITY OF WAPATO, YAKIMA COUNTY, WA
 TRADER STREET RECONSTRUCTION &
 FY 2017 ARTERIAL PRESERVATION PROJECT
 GRAY & OSBORNE #15037

DATE: 7/8/2016
 DRAWN: KD
 CHECKED: TD
 APPROVED: MMM

GRAY & OSBORNE, INC.
 CONSULTING ENGINEERS