CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, OCTOBER 08, 2019

BAINBRIDGE ISLAND CITY HALL
280 MADISON AVENUE N.
BAINBRIDGE ISLAND, WASHINGTON

AGENDA

1. **CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE - 6:00 PM**
Deputy Mayor Tirman and Councilmember Schneider will be absent.

2. **APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE - 6:05 PM**

3. **PUBLIC COMMENT - 6:10 PM**

4. **MAYOR'S REPORT - 6:25 PM**

5. **CITY MANAGER'S REPORT - 6:30 PM**

6. **PRESENTATION(S)**

6.A **(6:35 PM) Proclamation Declaring October 2019 as Filipino American History Month - Mayor Medina,** 5 Minutes
Filipino American History Month Proclamation 2019

6.B **(6:40 PM) Recognition of Indigenous Peoples Day - Councilmember Peltier,** 5 Minutes
Resolution No. 2016-21 Indigenous Peoples Day
Indigenous Peoples Day Flyer

6.C **(6:45 PM) Proclamation Declaring October 2019 as National Community Planning Month - Planning,**
5 Minutes
2019 October National Community Planning Month Proclamation

7. **UNFINISHED BUSINESS**

7.A **(6:50 PM) Ordinance No. 2019-21, Banning the Use of Consumer Fireworks on Bainbridge Island - Executive,** 30 Minutes
Ordinance No. 2019-21, Banning the Sale and Use of Consumer Fireworks on Bainbridge Island - Track Changes

Ordinance No. 2019-21, Banning the Sale and Use of Consumer Fireworks on Bainbridge Island - Clean

7.B **(7:20 PM) Resolution No. 2019-27, Stating the City's Intent to Adopt Legislation to Receive a Tax Credit Against the State Sales Tax to Support Affordable and Supportive Housing - Finance,** 10 Minutes
Resolution No. 2019-27, Stating the City's Intent to Adopt Legislation to Receive a Tax Credit Against the State Sales Tax to Support Affordable and Supportive Housing
AWC Implementing HB 1406
MRSC - SHB 1406 Understanding the Affordable Housing Sales Tax Credit

7.C **(7:30 PM) Ordinance No. 2019-29 Adopting an Update to the 2019-2024 Capital Improvements Plan (CIP) - Finance,** 10 Minutes
Ordinance No. 2019-29 2019-2024 Updated Budget - Capital Improvement Plan
Revised 2020 CIP.pdf
100119 CIP Presentation

7.D **(7:40 PM) Set the Public Hearing for Ordinance No. 2019-28 Adopting Mid-Biennium Budget Modifications to the Final Budget ending December 2020 - Finance,** 10 Minutes
Ordinance No. 2019-28 Adopting Mid-Biennium Modifications to the Final Budget ending December 2020.docx
2020 Expenditures by Fund Exhibit A to Ordinance 2019-28.pdf
2020 Budget Modifications for CC 100119.pptx

8. NEW BUSINESS

8.A **(7:50 PM) Set the Public Hearing for Ordinance No. 2019-27 Relating to Property Tax Levy for Collection in 2020 - Finance,** 5 Minutes
Ordinance No. 2019-27 Relating to the Levy of Property Taxes for Collection in 2020.docx
City of Bainbridge Island Levy Limit Calculation 9-17-19 TY-2020

8.B **(7:55 PM) Apply for Grant from the Department of Ecology (DOE) for the Shoreline Management Program (SMP) Periodic Review - Planning,** 10 Minutes

8.C **(8:05 PM) Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir Pre-Design Report - Public Works,** 15 Minutes
Staff Reservoir Presentation - 8 Oct 2019
Amendment No. 1 to PSA with Gray & Osborne, Inc.
Exhibit A to Amendment No. 1 to PSA with Gray & Osborne, Inc.
Professional Services Agreement with Gray & Osborne, Inc. (Executed on 9-29-17)

8.D **(8:20 PM) Department of Ecology 2019-21 Biennial Stormwater Capacity Grant Agreement/Acceptance and Budget Amendment - Public Works,** 10 Minutes
Water Quality Stormwater Capacity Agreement

8.E **(8:30 PM) Sewer Improvement Project at Hawley Way and Irene Place - Public Works,** 10 Minutes
Hawley-Irene Sewer Imp Contract.docx

8.F **(8:40 PM) Collective Bargaining Agreement between the City of Bainbridge Island and the Bainbridge Island Police Guild - Executive,** 10 Minutes
BIPG 2019-2021 Collective Bargaining Agreement.pdf

8.G **(8:50 PM) Set Public Hearing on Ordinance No. 2019-31, Extending Interim Official Control Establishing Small Wireless Facilities Design Standards - Executive,** 5 Minutes
Ordinance No. 2019-31, Extending Interim Official Control Establishing Small Wireless Facilities Design Standards
Ordinance No. 2019-15, Interim Official Control Establishing Small Wireless Facilities Design Standards (Expires 11-14-19)

8.H **(8:55 PM) Amendment No. 1 to the Professional Services Agreement with Cascadia Consulting Group, Inc., for a Greenhouse Gas Emissions Inventory - Executive,** 5 Minutes
Amendment No. 1 to PSA with Cascadia Consulting, Inc., for a Greenhouse Gas Inventory
PSA with Cascadia Consulting, Inc., for a Greenhouse Gas Inventory (Executed 2-14-19)

9. CONSENT AGENDA

9.A **(9:00 PM) Agenda Bill for Consent Agenda,** 5 Minutes

9.B **Accounts Payable and Payroll**
Report to Council of Cash Disbursements 10-09-19.pdf
Payroll.pdf

9.C **City Council Study Session Minutes, September 17, 2019**
City Council Study Session Meeting Minutes, September 17, 2019

9.D **City Council Regular Business Meeting Minutes, September 24, 2019**
City Council Business Meeting Minutes, September 24, 2019.pdf

9.E **Resolution No. 2019-24, Updating the City's Procurement Policy - Public Works,** 5 Minutes
Resolution No. 2019-24 - Updating the City's Procurement Policy
Exhibit A to Resolution No. 2019-24 - Updated Procurement Policy - Clean
Exhibit A to Resolution No. 2019-24 - Updated Procurement Policy - Track Changes
ESSB 5418 - Session Law
ESSB 5418 - Final Bill Report

9.F **Sewer Treatment Plant Upgrades Feasibility Study and Pre-Treatment Program Development Professional Services Agreement - Public Works,** 5 Minutes
PSA with Murraysmith, Inc.
Attachment A to PSA with Murraysmith, Inc.
WWTP Tertiary Treatment Feasibility RFQ

10. COMMITTEE REPORTS

10.A **(9:05 PM) Committee Reports,** 5 Minutes
Climate Change Advisory Committee Minutes, August 29, 2019
Lodging Tax Advisory Committee Minutes, September 9, 2019

10.B (9:10 PM) Regional Committee Reports by Council Member Liaisons - Mayor Medina, 10 Minutes

11. FOR THE GOOD OF THE ORDER - 9:20 PM

12. ADJOURNMENT - 9:30 PM

GUIDING PRINCIPLES

Guiding Principle #1 - Preserve the special character of the Island, which includes downtown Winslow's small town atmosphere and function, historic buildings, extensive forested areas, meadows, farms, marine views and access, and scenic and winding roads supporting all forms of transportation.

Guiding Principle #2 - Manage the water resources of the Island to protect, restore and maintain their ecological and hydrological functions and to ensure clean and sufficient groundwater for future generations.

Guiding Principle #3 - Foster diversity with a holistic approach to meeting the needs of the Island and the human needs of its residents consistent with the stewardship of our finite environmental resources.

Guiding Principle #4 - Consider the costs and benefits to Island residents and property owners in making land use decisions.

Guiding Principle #5 - The use of land on the Island should be based on the principle that the Island's environmental resources are finite and must be maintained at a sustainable level.

Guiding Principle #6 - Nurture Bainbridge Island as a sustainable community by meeting the needs of the present without compromising the ability of future generations to meet their own needs.

Guiding Principle #7 - Reduce greenhouse gas emissions and increase the Island's climate resilience.

Guiding Principle #8 - Support the Island's Guiding Principles and Policies through the City's organizational and operating budget decisions.

City Council meetings are wheelchair accessible. Assisted listening devices are available in Council Chambers. If you require additional ADA accommodations, please contact the City Clerk's Office at 206-780-8604 or cityclerk@bainbridgewa.gov by noon on the day preceding the meeting.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (6:35 PM) Proclamation Declaring October 2019 as Filipino American History Month - Mayor Medina,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Proclamation **PROPOSED BY:** City Council

RECOMMENDED MOTION:

Presentation only.

SUMMARY:

The attached proclamation declares October, 2019, as Filipino American History Month.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

Filipino American History Month Proclamation 2019

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

PROCLAMATION

A PROCLAMATION by the Mayor of the City of Bainbridge Island, Washington, declaring the month of October as Filipino American History Month.

WHEREAS, the earliest documented proof of Filipino presence in the continental United States was in October 18, 1587, when the first "Luzones Indios" set foot in Morro Bay, California; and

WHEREAS, Washington State is home to the third largest Filipino population in the United States; and

WHEREAS, Bainbridge Island is the home of an historic Filipino community, with the earliest record showing a Filipino employed at the Port Blakely Mill in 1883, who was the first known employee from the Philippines in the Pacific Northwest; and

WHEREAS, the Filipino American National Historical Society recognizes the year of 1883 as the date of the first permanent Filipino settlement in the United States in St. Malo Parrish, Louisiana; and

WHEREAS, the Filipino community has played an important role in Bainbridge Island's rich agricultural and cultural history; and

WHEREAS, the State of Washington has recognized the month of October as Filipino American History Month since the year 2010; and

WHEREAS, Filipino American History Month provides an opportunity to promote the study of Filipino American history and culture, recognize the richness of Filipino American ethnicity, and honors the contributions of Filipino Americans both to our local community and to the Nation as a whole.

NOW, THEREFORE, I, Kol Medina, Mayor of the City of Bainbridge Island, on behalf of the City Council, proclaim October 2019 as

FILIPINO AMERICAN HISTORY MONTH

in the City of Bainbridge Island, and urge all Islanders to observe this month by visiting the Bainbridge Island Historical Museum and adding to their understanding of this important part of our heritage.

DATED this 8th day of October, 2019

_____

Kol Medina, Mayor

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (6:40 PM) Recognition of Indigenous Peoples Day - Councilmember Peltier,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Presentation **PROPOSED BY:** City Council

RECOMMENDED MOTION:

Information only.

SUMMARY:

Recognition of Indigenous Peoples Day on October 14, 2019 and information on October events.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND: Approximately two years ago, the City of Bainbridge Island became the 25th U.S. city to recognize the 2nd Monday in October as Indigenous Peoples' Day. Our resolution borrows from a similar resolution approved by the Seattle City Council. Nick Licata, former Seattle City Councilmember and cosponsor of Seattle's resolution, was helpful and supportive when the idea for a City of Bainbridge Island Indigenous Peoples' Day Resolution was first discussed in the Summer of 2016.

The drafting of Bainbridge Island's Indigenous Peoples' Day Resolution was a collaboration between the City of Bainbridge Island, the Island's Indipino Community, and the Suquamish Tribe. In the resolution, we recognize the long presence of Indigenous Peoples in the Americas, their contributions to our communities and to the country, as well as the historic racism and social inequity Indigenous Peoples have endured. Our resolution goes beyond those similarities with other resolutions, however, to make it unique to this place.

Our Indigenous Peoples' Day Resolution recognizes the Suquamish settlements that were here long before Europeans arrived, and that Bainbridge Island's first people existed in harmony with the diverse natural environment around them. It recognizes that prior to the Point Elliot Treaty in 1855, Bainbridge Island was Suquamish territory and acknowledges the contributions of our Indipino community and of all Indigenous Bainbridge Islanders past and present. Our resolution commits the City of Bainbridge Island to supporting equality, understanding, and appreciation of Indigenous Peoples. Specifically:

Section 1 of our Indigenous Peoples Day Resolution affirms our City's commitment to the proposition that Indigenous Peoples' Day shall be an opportunity to celebrate the thriving cultures and values of the Indigenous Peoples of our region.

Section 2 commits the City of Bainbridge Island to fund and participate in yearly Indigenous Peoples' Day celebrations and activities, working cooperatively with local Tribes, groups, and citizens.

Section 3 strongly encourages the Bainbridge Island Public School District, along with private schools, to include the teaching of Indigenous People's history.

Section 4 encourages businesses, organizations, and public institutions to also recognize Indigenous Peoples' Day.

Section 5 commits the City of Bainbridge Island to update its official timeline displayed in the City Council Chambers with additional dates and information significant to Indigenous Peoples, including the Island's Indipino community.

Please join us on October 14th at Woodward Middle School, 5:00 to 7:30 p.m., to help celebrate and observe Bainbridge Island's 4th annual Indigenous Peoples Day. There will be a welcome by Tina Jackson, Cultural Coordinator for the Suquamish Tribe, a performance by the Suquamish Tribe Song and Dance Group, and a panel discussion. Special guests will be Chief Dale Harry and Alice Harry from the Squamish Nation and Leon Rattler from the Blackfeet Nation in Montana. Bring your favorite potluck dish or dessert to share. Fry bread and fry bread tacos available for sale.

Other events in October include:

October 1 - "Honor Thy Mother: The Intermarriage of Aboriginal Women and Filipino Men on Bainbridge Island" opens at the Bainbridge Island Historical Museum October 1st. The new installation reveals the untold story of Aboriginal Women from Canada and Native women from various tribes in Washington State who left their own traditional territories to settle on Bainbridge Island,, home of the Suquamish people, in the 1930s & 1940s.

October 6 - Indigenous Films at Bainbridge Cinemas

Saving Luna, an award-winning film directed by Michael Parfitt and Suzanne Chisolm, will be shown at Bainbridge Cinemas along with other Indigenous films during the first two weeks of October. It tells the true story of a lone baby orca who separates from his family and befriends First Nations and other people on the west coast of Vancouver Island.

"Come Forth Laughing," is a Suquamish Tribe film built on interviews with a number of Suquamish elders.

Waterborne Gift of the Indian Canoe – film from Suquamish Museum

Boomtown – on the Suquamish Tradition of fireworks. Beautifully captures this phenomenon.

October 10 & 11 - Leon Rattler Leon born and raised in Browning, Montana and an enrolled member of the Blackfeet Nation (Amskapi Pikuni) is scheduled to present in BISD classrooms. He received his BFA in American Indian Traditional Arts & History from University of Montana and holds a Master's Degree in American Indian Education from Gonzaga, University. Leon developed "Holistic Healing through the Arts" an American Indian cultural curriculum for tribal communities, schools, universities and treatment programs. As a well-known spiritual leader and renowned artist, Leon is dedicated to the spirit of Indigenous way of life, as a learning and teaching practice.

October 12 – Indipino Farms Bus Tour narrated by Pete Corpuz shares the history of Bainbridge Island berry farms and the mixed heritage families who lived there in the past and who lives there now. First in a series of cross-cultural bus tours hosted by the Bainbridge Island Senior Center. Time: 9:00-3:00, including two pickups and drop-offs. For cost and to register, contact the Senior Center at 206.842.1616.

October 13 - Drum Making Workshop facilitated by Alice Harry, Squamish Nation, BC, Canada will take place at Islandwood on October 13th. In addition to sharing Squamish Nation's stories, Alice will also teach participants a drum song to be sung on Indigenous Peoples Day. Sponsored by the Indipino Community of Bainbridge Island and Vicinity. For more information contact Gina Corpuz: ginacorpuz33@gmail.com.

ATTACHMENTS:

Resolution No. 2016-21 Indigenous Peoples Day

Indigenous Peoples Day Flyer

FISCAL DETAILS:

Fund Name(s):

Coding:

RESOLUTION NO. 2016-21

A RESOLUTION declaring the second Monday in October as Indigenous Peoples Day in the City of Bainbridge Island; encouraging other institutions to recognize this new special Day; and reaffirming the City's commitment to promote respect for, and understanding of, the region's American Indian and Indigenous community, their long history, and their continuing contribution to contemporary society.

WHEREAS, the City of Bainbridge Island recognizes that the Indigenous Peoples of the ands and water known as the Americas have occupied them since time immemorial; and

WHEREAS, the first inhabitants of what is now known as Bainbridge Island were the Indigenous ancestors of the Suquamish People who occupied several villages along its shorelines, hunted, fished, and gathered in its waters and on its land, and were respectful keepers of its resources; and

WHEREAS, the City recognizes that the present community of Bainbridge Island is built upon territory that prior to the Treaty of Point Elliott in 1855 belonged to the Suquamish Tribe; and

WHEREAS, Indigenous peoples from elsewhere in the UNITED STATES and Canada migrated to Bainbridge Island beginning in the 1920s to work in the berry fields, met and intermarried with Filipino immigrants, and began what is now known as Bainbridge Island's Indipino community, which has made its own unique contribution to the Island's history and character; and

WHEREAS, the City of Bainbridge Island values the historic and contemporary contributions made to this community by all of our Island's past and present Indigenous Peoples; and

WHEREAS, the City of Bainbridge Island affirms its opposition to the long legacy of racism towards Indigenous Peoples, which has subjected them to social inequities and hardships, and recognizes their resilience and enduring spirit; and

WHEREAS, the City of Bainbridge Island supports national and state policies and practices intended to help close the equity gap for Indigenous Peoples through greater understanding and appreciation of their collective experiences and by honoring their collective contribution to our history and national character; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, in 2011 the Affiliated Tribes of Northwest Indians, representing 59 Tribes from Washington, Oregon, Idaho, Northern California, Western Montana and some Alaskan Tribes, passed resolution #11-57 to "Support to Change Columbus Day (2nd Monday of October) to Indigenous Peoples' Day"; and

WHEREAS, the City of Bainbridge Island aspires to protect and promote human rights, as set forth in the Universal Declaration of Human Rights and numerous other international human rights treaties, and to do so in a spirit of mutual friendship and respect, **NOW, THEREFORE,**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND THAT:

Section 1. The City of Bainbridge Island strongly supports the proposition that Indigenous Peoples' Day shall be an opportunity to celebrate the thriving cultures and values of the Indigenous Peoples of the region.

Section 2. The City of Bainbridge Island affirms that it is City policy to fund and participate in yearly Indigenous Peoples Day celebrations and activities, working cooperatively with local Tribes, groups, and citizens.

Section 3. The City of Bainbridge Island strongly encourages the Bainbridge Island Public School District, along with private schools, to include the teaching of Indigenous Peoples history.

Section 4. The City of Bainbridge Island encourages other businesses, organizations, and public institutions to also recognize Indigenous Peoples Day.

Section 5. In the spirit of these goals, the City of Bainbridge Island will update its official timeline displayed in City Council Chambers with additional dates and information significant to Indigenous Peoples, including the Island's Indipino community.

Section 6. With all of this in mind, and with a deep appreciation for our Island's long and diverse history, the City Council of the City of Bainbridge Island declares the second Monday in October as Indigenous Peoples Day in the City of Bainbridge Island.

PASSED by the City Council this 27th day of September, 2016.

APPROVED by the Mayor this 27th day of September, 2016.

Val Tollefson, Mayor

ATTEST/AUTHENTICATE

Rosalind D. Lassoff, City Clerk

FILED WITH THE CITY CLERK: September 19, 2016
PASSED BY THE CITY COUNCIL: September 27, 2016
RESOLUTION NUMBER: 2016-21

Indigenous Peoples Day Celebration
October 14th, Monday, 5:00 – 7:30
Woodward Middle School
9100 Sportsman Club Rd, Bainbridge Island

Welcome by: **Tina Jackson**, Cultural Coordinator for the Suquamish Tribe, and the Suquamish Tribe Song and Dance Group. Panel discussion. **Special guests** listed below. Bring your favorite potluck dish or dessert to share. Fry bread and fry bread tacos available for sale.

Squamish Nation Hereditary Chief, Dale Harry xwaxwalkn,

Alice Harry, tsawaysia spukwus, Squamish Nation
Educator and Cultural Arts and Crafts Innovator

Leon Rattler M.A.T. **, Blackfeet Nation, (Amskapi Pikuni)**
Spiritual Leader and Renowned Artist (center)

Other Indigenous Events in October:

Oct 1 - "***Honor Thy Mother: The Intermarriage of Aboriginal Women and Filipino Men on Bainbridge Island*"** opens at the Bainbridge Island Historical Museum October 1st. The new installation reveals the untold story of Aboriginal Women from Canada and Native women from various tribes in Washington State who left their own traditional territories to settle on Bainbridge Island,, home of the Suquamish people, in the 1930s & 1940s.

Oct 6 - Indigenous Films at Bainbridge Cinemas Matinee Showing

"Come Forth Laughing," is a Suquamish Tribe film built on interviews with a number of Suquamish elders.

Waterborne Gift of the Indian Canoe – film from Suquamish Museum

Saving Luna, an award-winning film directed by Michael Parfitt and Suzanne Chisolm, will be shown at Bainbridge Cinemas along with other Indigenous films.It tells the true story of a lone baby orca who separates from his family and befriends First Nations and other people on the west coast of Vancouver Island.

Oct 10 & 11 - Leon Rattler **Leon** born and raised in Browning, Montana and an enrolled member of the **Blackfeet Nation (Amskapi Pikuni**) is scheduled to present in BISD classrooms. He received his BFA in American Indian Traditional Arts & History from University of Montana and holds a Master's Degree in American Indian Education from Gonzaga, University. Leon developed "Holistic Healing through the Arts" an American Indian cultural curriculum for tribal communities, schools, universities and treatment programs. As a well-known spiritual leader and renowned artist, Leon is dedicated to the spirit of Indigenous way of life, as a learning and teaching practice. **Leon will also be a special guest at the Indigenous People's Day Celebration on Oct 14, Monday, 5-7:30 pm Woodward Middle School.**

Oct 12 – Indipino Farms Bus Tour narrated by Pete Corpuz shares the history of Bainbridge Island berry farms and the mixed heritage families who lived there in the past and who lives there now. First in a series of cross-cultural bus tours hosted by the Bainbridge Island Senior Center. Time: 9:00-3:00, including two pickups and drop-offs. For cost and to register, contact the senior center at 206.842.1616.

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CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (6:45 PM) Proclamation Declaring October 2019 as National Community Planning Month - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Proclamation **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION:

Presentation only.

SUMMARY:

Each year, the month of October is declared National Community Planning Month. This is an opportunity for the City of Bainbridge Island to recognize that communities benefit by planning for their future and acknowledge that such efforts are the results of many who embrace and participate in the community planning process. This year's theme is Planning for Infrastructure That Benefits All.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

2019 October National Community Planning Month Proclamation

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, rural areas, and other places in the State of Washington; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work, reside, recreate and otherwise live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

WHEREAS, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment, and assuring their sustainability; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of members of planning commissions, members of volunteer advisory committees and boards, and the professional community and planners who have contributed their time and expertise to the improvement of the City of Bainbridge Island and to extend our heartfelt thanks for their continued commitment to public service.

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October, 2019, is hereby designated as

COMMUNITY PLANNING MONTH

in the City of Bainbridge Island in conjunction with the celebration of National Community Planning Month.

DATED this 8th day of October, 2019

APA National Community Planning Month

Kol Medina, Mayor

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 30 Minutes

AGENDA ITEM: (6:50 PM) Ordinance No. 2019-21, Banning the Use of Consumer Fireworks on Bainbridge Island - Executive,

STRATEGIC PRIORITY: Safe City

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Executive

RECOMMENDED MOTION:

I move to approve Ordinance No. 2019-21, banning the use of consumer fireworks on Bainbridge Island.

SUMMARY:

At the City Council study session on June 18, 2019, the City Council expressed interest in considering a future ban on fireworks. The attached Ordinance No. 2019-21 eliminates the current six-hour window on July 4 of each year, during which fireworks may be discharged. It would also prohibit the sale of fireworks within the City. Ordinance No. 2019-21 would still allow public fireworks displays if a permit is obtained from the fire marshal.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

State law, Chapter 70.77 RCW and Chapter 212-17 WAC, generally regulates the transfer, sale, possession, use, and discharge of fireworks within Washington State. However, under Chapter 70.77 RCW, the City Council is authorized to adopt local fireworks ordinances that are more restrictive than state law, provided that such ordinances do not take effect until at least one year after their adoption.

At the City Council study session on June 18, 2019, the City Council expressed interest in considering a future ban on fireworks.

The City's fireworks regulations are codified in Chapter 8.28 BIMC. In general, Chapter 8.28 BIMC currently regulates the sale and discharge of two categories of fireworks: "consumer fireworks" and "display fireworks." As the name suggests, "consumer fireworks" are those fireworks that, under state law, can be sold to consumers. In contrast, "display fireworks" are the bigger, more powerful fireworks used in large fireworks displays.

Currently, Chapter 8.28 BIMC allows the sale of "consumer fireworks" within the City between the hours of 12:00 PM and 11:00 PM on July 1 through July 4 each year and allows the discharge of "consumer fireworks" within the City for a six-hour period on July 4 of each year.

If approved, Ordinance No. 2019-21 would amend Chapter 8.28 BIMC to prohibit both the sale and discharge of consumer fireworks within the city.

Regarding "display fireworks," Chapter 8.28 BIMC allows public or private displays of display fireworks to occur if a permit from the fire marshal is obtained. As drafted, Ordinance No. 2019-21 does not propose to change this option, but does propose several housekeeping changes to the language of Chapter 8.28 BIMC.

Attached is both a clean and track changes version of Ordinance No. 2019-21. The track changes version shows the changes proposed to the current Chapter 8.28 BIMC.

On September 24, 2019, the Council first discussed Ordinance No. 2019-21 and referred it to the October 8, 2019 Business Meeting for additional discussion and public comment.

ATTACHMENTS:

Ordinance No. 2019-21, Banning the Sale and Use of Consumer Fireworks on Bainbridge Island - Track Changes

Ordinance No. 2019-21, Banning the Sale and Use of Consumer Fireworks on Bainbridge Island - Clean

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

ORDINANCE NO. 2019-21

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the transfer, sale, possession, use, or discharge of fireworks; repealing and replacing Chapter 8.28 of the Bainbridge Island Municipal Code (BIMC).

WHEREAS, the City Council is concerned about public safety and desires to protect the public from injuries and fires resulting from fireworks; and

WHEREAS, the City Council is concerned about the impacts of fireworks on the environment and desires to minimize such impacts; and

WHEREAS, state law, Chapter 70.77 RCW and Chapter 212-17 WAC, generally regulates the transfer, sale, possession, use, and discharge of fireworks within Washington State; and

WHEREAS, under Chapter 70.77 RCW, the City Council is authorized to adopt local fireworks ordinances that are more restrictive than state law, provided that such an ordinance does not take effect until at least one year after its adoption; and

WHEREAS, the City Council now desires to prohibit the transfer, sale, possession, use, and discharge of consumer fireworks within the City of Bainbridge Island.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 8.28 of the Bainbridge Island Municipal Code is hereby repealed and replaced as shown on **Exhibit A**, which is attached hereto and made a part hereof by this reference.

Section 2. In accordance with RCW 70.77.250(4), this ordinance shall take effect and be in force one year from the date of its passage and publication as required by law.

PASSED by the City Council this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	September 20, 2019
PASSED BY THE CITY COUNCIL:	
PUBLISHED:	
EFFECTIVE DATE:	
ORDINANCE NUMBER:	2019-21

Exhibit A: Chapter 8.28 BIMC

Exhibit A

Chapter 8.28
Fireworks

Sections:

8.28.010 **Definitions.**
8.28.020 **Consumer fireworks ~~Date and times when sale or discharge of consumer fireworks permitted~~.**
~~**8.28.030 Acts prohibited without a permit.**~~
8.28.040 **Display fireworks~~Application for public/private fireworks display.~~**
~~**8.28.050 Standards for public/private fireworks displays.**~~
8.28.060 **Special effects for entertainment media.**
8.28.070 **Acts not prohibited – Signal purposes, forest protection, etc.**
~~**8.28.080 Sales from temporary stands required.**~~
~~**8.28.090 Standards for fireworks standsand transportation and temporary storage of fireworks.**~~
8.28.100 **Prohibition due to extreme fire danger.**
8.28.110 **Applicability.**
8.28.120 **Chapter in connection with state law.**
8.28.130 **Enforcement.**
8.28.140 **Penalty for violations.**

8.28.010 Definitions.

A. "Fireworks" means any composition or device designed to produce a visible or an audible effect by combustion, deflagration, or detonation, and which meets the definition of "articles pyrotechnic" as set forth in RCW 70.77.138, or "consumer fireworks" or "display fireworks."

B. "Public display" means an entertainment feature where the public is invited, admitted, ~~and/~~or permitted to view the display or discharge of display fireworks.

C. "Private display" means an entertainment feature where the public is not invited, admitted, ~~and/~~or permitted to view the display or discharge of display fireworks.

D. "Special effects," pursuant to RCW 70.77.146, means any combination of chemical elements or chemical compounds capable of burning independently of the oxygen in the atmosphere, and designed and intended to produce an audible, visual, mechanical, or thermal effect as an integral part of a motion picture, radio, television, theatrical or opera production, or live entertainment.

E. “Trick or novelty devices” shall have the same meaning as provided in WAC 212-17-025.

~~E~~F. “Display fireworks” shall have the same meaning as provided in RCW 70.77.131. ~~means large fireworks designed primarily for display and classified as such by the U.S. Department of Transportation, as further set forth in RCW 70.77.131 and WAC 212-17-04~~

~~F~~G. “Extreme fire danger” means a period of hot, dry weather accompanied by low fuel moistures. It is during this period that wildland fires can be expected and fire growth will be accelerated.

~~G~~H. “Fire marshal” means the fire marshal of the Bainbridge Island Fire Department, ~~fire department~~ or his or her designee.

~~H~~I. “Consumer fireworks” shall have the same meaning as provided in RCW 70.77.136, and the term shall include the devices outlined as examples of consumer fireworks in WAC 212-17-025. ~~means any fireworks designed primarily to produce visible or audible effects by combustion as defined by RCW 70.77.136, and includes the following:~~

~~1. Ground and handheld sparkling devices, dipped sticks, sparklers, cylindrical fountains, cone fountains, illuminating torches, wheels, ground spinners and flitter sparklers as those terms are defined by WAC 212-17-035;~~

~~2. Smoke devices as defined by WAC 212-17-035;~~

~~3. Helicopters, aerials, spinners, Roman candles, mines and shells, and mortars as those terms are defined by WAC 212-17-035;~~

~~4. Division 1.4G explosives classified on January 1, 1984, as consumer fireworks by the United States Department of Transportation, except that the term does not include firecrackers, salutes, chasers, skyrockets and missile-type rockets.~~

8.28.020 ~~-~~Consumer fireworks~~Date and times when sale or discharge of consumer fireworks permitted~~.

The transfer, sale, possession, use, or discharge of consumer fireworks is prohibited within the city.

~~A. Consumer fireworks may be sold by state-licensed and permitted vendors within the city between the hours of 12:00 noon and 11:00 p.m. July 1st through July 4th.~~

~~B. Consumer fireworks may be discharged within the city between the hours of 5:00 p.m. and 11:00 p.m. on July 4th~~

~~**8.28.030 Acts prohibited without a permit.**~~

~~No person shall do any of the following acts in the city without having first obtained and having in full force and effect a valid permit issued by the fire marshal to do so:~~

~~A. Manufacture, import, possess or sell any fireworks, including agricultural and wildlife fireworks, at wholesale or retail for any use; provided, however, no permit is required for the possession or use of consumer fireworks lawfully purchased at retail;~~

~~B. Discharge special fireworks at any place; or~~

~~C. Make a public or private display of fireworks other than consumer fireworks during legal discharge times.~~

8.28.040 ~~Application for public/private fireworks display~~Display fireworks.

A. Except as allowed under this section, the transfer, sale, possession, use, or discharge of display fireworks is prohibited within the city.

B. No person shall hold, conduct, or operate a public display or a private display of display fireworks in the city without having first obtained a valid permit issued by the fire marshal to do so.

C. Applications for a permit to hold, conduct, or operate a public display or a ~~/~~private display of display fireworks~~, other than consumer fireworks,~~ shall be made to the fire marshal at least 10 days prior to the scheduled event. Applicants shall meet all qualifications and permit requirements of state law regarding public display of fireworks and all fire and safety requirements as set forth in the standards for public displays under ~~per~~ Chapter 70.77 RCW, the fire code adopted in Chapter 20.04 BIMC, and all applicable

National Fire Protection Association standards. If the application is approved, the applicant shall comply with all conditions listed in the permit issued by the fire marshal.

~~**8.28.050 Standards for public/private fireworks displays.**~~

~~All publics or/private fireworks displays shall conform to the following:~~

~~A. A permit issued by the fire marshal in accordance with BIMC 8.28.040 must be obtained.~~

~~B. Compliance with all conditions listed in the permit issued by the fire marshal.~~

8.28.060 Special effects for entertainment media.

This chapter does not prohibit the assembling, compounding, use, and display of special effects of whatever nature by any person engaged in the production of motion pictures, radio or television productions, theatricals, or operas when such use and display is a necessary part of the production and such person possesses a valid permit issued by the fire marshal to purchase, possess, transport, or use such fireworks, and meets the requirements of BIMC 8.28.040 ~~and 8.28.050~~.

8.28.070 Acts not prohibited – Signal purposes, forest protection, etc.

This chapter does not prohibit the use of flares or fuses in connection with the operation of motor vehicles, motor or sail vessels, or other transportation agencies for signal purposes or illumination or for use in forest protection activities or those uses described in RCW 70.77.311.

~~**8.28.080 Sales from temporary stands required.**~~

~~All sales of consumer fireworks shall be from temporary stands, which shall not be erected prior to the eighteenth day of June of any year and which shall be removed not later than the tenth day of July of the same year.~~

~~**8.28.090 Standards for fireworks stands and transportation and temporary storage of fireworks.**~~

~~Construction, location, maintenance, use and cleanup of fireworks stands and related transportation and temporary storage of fireworks shall be done in accordance with~~

~~Chapter 70.77 RCW, Chapter 212-17 WAC Part V and all other applicable federal, state and local law. In addition, fireworks stands shall conform to the following conditions:~~

~~A. No fireworks stand shall be located within 100 feet of any other building or structure, nor within 500 feet of any gasoline station, oil storage tank, or premises where flammable liquids are kept or stored.~~

~~B. No fireworks stand shall be located within a radius of one-quarter mile from any other stand.~~

~~C. Fireworks stands shall be located only in those areas or zones within the city wherein commercial activities are authorized under the applicable zoning laws of the city. The sale of fireworks shall not be deemed an enlargement of an existing nonconforming use. No fireworks shall be sold in any residential area where a commercial enterprise does not exist.~~

~~D. Each fireworks stand shall have a provision for sufficient off-street parking, in the opinion of the fire marshal, to avoid impeding continuous flow of traffic at entrances and exits from the premises.~~

8.28.100 Prohibition due to extreme fire danger.

During periods of extreme fire danger, the fire marshal may prohibit the discharge of all fireworks within the city, regardless of whether or not such discharge would otherwise be allowed under this chapter.

8.28.110 Applicability.

The provisions of this chapter shall be applicable to the sales and use of all fireworks except toy paper caps containing not more than twenty-five-hundredths grain of explosive compound for each cap and trick or novelty devices ~~not classified as common fireworks~~that are not consumer or display fireworks.

8.28.120 Chapter in connection with state law.

This chapter is intended to augment Chapter 70.77 RCW~~,~~ and shall be construed in connection with that law and any and all rules or regulations issued pursuant thereto.

8.28.130 Enforcement.

Commissioned law enforcement officers of the Bainbridge Island police department are authorized to enforce all provisions of this chapter except those provisions where enforcement authority is explicitly provided to the fire marshal.

8.28.140 Penalty for violations.

A. Except as provided in subsection B of this section, conduct made unlawful by this section shall be a civil infraction and is subject to a monetary penalty and a default amount of $500.00 plus statutory assessments. A civil infraction under this section shall be processed in the manner set forth in Chapter 7.80 RCW.

B. Any person who continues to be in violation of this section after receiving a notice of infraction pursuant to subsection A of this section, or who again violates this section within 12 months after receiving a notice of infraction pursuant to subsection A of this section, commits a misdemeanor and any person who is convicted thereof shall be punished by a fine not to exceed $1,000, or by imprisonment in jail for a term not exceeding 90 days, or by both such fine and imprisonment.

C. In addition to the penalties provided in subsections A and B of this section, the fire marshal and commissioned law enforcement officers of the Bainbridge Island police department may seize and dispose of fireworks that are possessed, sold, purchased, offered for sale, ~~and/~~or used in violation of this chapter according to the seizure and forfeiture procedures contained in RCW 70.77.435 and 70.77.440.

ORDINANCE NO. 2019-21

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the transfer, sale, possession, use, or discharge of fireworks; repealing and replacing Chapter 8.28 of the Bainbridge Island Municipal Code (BIMC).

WHEREAS, the City Council is concerned about public safety and desires to protect the public from injuries and fires resulting from fireworks; and

WHEREAS, the City Council is concerned about the impacts of fireworks on the environment and desires to minimize such impacts; and

WHEREAS, state law, Chapter 70.77 RCW and Chapter 212-17 WAC, generally regulates the transfer, sale, possession, use, and discharge of fireworks within Washington State; and

WHEREAS, under Chapter 70.77 RCW, the City Council is authorized to adopt local fireworks ordinances that are more restrictive than state law, provided that such an ordinance does not take effect until at least one year after its adoption; and

WHEREAS, the City Council now desires to prohibit the transfer, sale, possession, use, and discharge of consumer fireworks within the City of Bainbridge Island.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 8.28 of the Bainbridge Island Municipal Code is hereby repealed and replaced as shown on **Exhibit A**, which is attached hereto and made a part hereof by this reference.

Section 2. In accordance with RCW 70.77.250(4), this ordinance shall take effect and be in force one year from the date of its passage and publication as required by law.

PASSED by the City Council this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK: September 20, 2019
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2019-21

Exhibit A: Chapter 8.28 BIMC

Exhibit A

Chapter 8.28
Fireworks

Sections:

8.28.010 Definitions.
8.28.020 Consumer fireworks .
8.28.040 Display fireworks
8.28.060 Special effects for entertainment media.
8.28.070 Acts not prohibited – Signal purposes, forest protection, etc.
8.28.100 Prohibition due to extreme fire danger.
8.28.110 Applicability.
8.28.120 Chapter in connection with state law.
8.28.130 Enforcement.
8.28.140 Penalty for violations.

8.28.010 Definitions.

A. “Fireworks” means any composition or device designed to produce a visible or an audible effect by combustion, deflagration, or detonation, and which meets the definition of “articles pyrotechnic” as set forth in RCW 70.77.138, or “consumer fireworks” or “display fireworks.”

B. “Public display” means an entertainment feature where the public is invited, admitted, or permitted to view the display or discharge of display fireworks.

C. “Private display” means an entertainment feature where the public is not invited, admitted, or permitted to view the display or discharge of display fireworks.

D. “Special effects,” pursuant to RCW 70.77.146, means any combination of chemical elements or chemical compounds capable of burning independently of the oxygen in the atmosphere, and designed and intended to produce an audible, visual, mechanical, or thermal effect as an integral part of a motion picture, radio, television, theatrical or opera production, or live entertainment.

E. “Trick or novelty devices” shall have the same meaning as provided in WAC 212-17-025.

F. “Display fireworks” shall have the same meaning as provided in RCW 70.77.131.

G. “Extreme fire danger” means a period of hot, dry weather accompanied by low fuel moistures. It is during this period that wildland fires can be expected and fire growth will be accelerated.

H. “Fire marshal” means the fire marshal of the Bainbridge Island Fire Department, or his or her designee.

I. “Consumer fireworks” shall have the same meaning as provided in RCW 70.77.136, and the term shall include the devices outlined as examples of consumer fireworks in WAC 212-17-025.

8.28.020 Consumer fireworks.

The transfer, sale, possession, use, or discharge of consumer fireworks is prohibited within the city.

8.28.040 Display fireworks.

A. Except as allowed under this section, the transfer, sale, possession, use, or discharge of display fireworks is prohibited within the city.

B. No person shall hold, conduct, or operate a public display or a private display of display fireworks in the city without having first obtained a valid permit issued by the fire marshal to do so.

C. Applications for a permit to hold, conduct, or operate a public display or a private display of display fireworks shall be made to the fire marshal at least 10 days prior to the scheduled event. Applicants shall meet all qualifications and permit requirements of state law regarding public display of fireworks and all fire and safety requirements as set forth in the standards for public displays under Chapter 70.77 RCW, the fire code adopted in Chapter 20.04 BIMC, and all applicable National Fire Protection Association standards. If the application is approved, the applicant shall comply with all conditions listed in the permit issued by the fire marshal.

8.28.060 Special effects for entertainment media.
This chapter does not prohibit the assembling, compounding, use, and display of special effects of whatever nature by any person engaged in the production of motion pictures, radio or television productions, theatricals, or operas when such use and display is a necessary part of the production and such person possesses a valid permit issued by the fire marshal to purchase, possess, transport, or use such fireworks, and meets the requirements of BIMC 8.28.040.

8.28.070 Acts not prohibited – Signal purposes, forest protection, etc.
This chapter does not prohibit the use of flares or fuses in connection with the operation of motor vehicles, motor or sail vessels, or other transportation agencies for signal purposes or illumination or for use in forest protection activities or those uses described in RCW 70.77.311.

8.28.100 Prohibition due to extreme fire danger.
During periods of extreme fire danger, the fire marshal may prohibit the discharge of all fireworks within the city, regardless of whether or not such discharge would otherwise be allowed under this chapter.

8.28.110 Applicability.
The provisions of this chapter shall be applicable to the sales and use of all fireworks except toy paper caps containing not more than twenty-five-hundredths grain of explosive compound for each cap and trick or novelty devices that are not consumer or display fireworks.

8.28.120 Chapter in connection with state law.
This chapter is intended to augment Chapter 70.77 RCW and shall be construed in connection with that law and any and all rules or regulations issued pursuant thereto.

8.28.130 Enforcement.
Commissioned law enforcement officers of the Bainbridge Island police department are authorized to enforce all provisions of this chapter except those provisions where enforcement authority is explicitly provided to the fire marshal.

8.28.140 Penalty for violations.

A. Except as provided in subsection B of this section, conduct made unlawful by this section shall be a civil infraction and is subject to a monetary penalty and a default amount of $500.00 plus statutory assessments. A civil infraction under this section shall be processed in the manner set forth in Chapter 7.80 RCW.

B. Any person who continues to be in violation of this section after receiving a notice of infraction pursuant to subsection A of this section, or who again violates this section within 12 months after receiving a notice of infraction pursuant to subsection A of this section, commits a misdemeanor and any person who is convicted thereof shall be punished by a fine not to exceed $1,000, or by imprisonment in jail for a term not exceeding 90 days, or by both such fine and imprisonment.

C. In addition to the penalties provided in subsections A and B of this section, the fire marshal and commissioned law enforcement officers of the Bainbridge Island police department may seize and dispose of fireworks that are possessed, sold, purchased, offered for sale, or used in violation of this chapter according to the seizure and forfeiture procedures contained in RCW 70.77.435 and 70.77.440.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:20 PM) Resolution No. 2019-27, Stating the City's Intent to Adopt Legislation to Receive a Tax Credit Against the State Sales Tax to Support Affordable and Supportive Housing - Finance,

STRATEGIC PRIORITY: Healthy and Attractive Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION:

I move to forward Resolution No. 2019-27 for approval with the October 22, 2019 Consent Agenda.

SUMMARY:

This year, Washington State enacted HB 1406 that authorizes cities and counties to invest in affordable and supportive housing by allowing jurisdictions to retain a portion of the 6.5% sales tax that the state normally collects and retains of the total 9% Bainbridge Island consumer rate. The City of Bainbridge Island is allowed to levy 0.0073% of the sales tax but must take certain actions in order to benefit from the legislation. This legislation will not increase the sales tax rate consumers pay.

On September 3, 2019, Council directed staff to draft a resolution of intent to impose sales tax credit to maximum capacity for Council review.

FISCAL IMPACT:

Amount:	$43,000 (estimated yearly new revenue)
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND:

In the 2019 legislative session, the State Legislature approved a local revenue sharing program for local governments whereby cities can receive a portion of local sales and use tax credited against the state sales tax for affordable housing purposes. The tax credit is in place for up to 20 years and can be used for acquiring,

rehabilitating, or constructing affordable housing; operations and maintenance of new affordable or supportive housing facilities; and for rental assistance for cities under 100,000 in population. This will not increase the sales tax rate for consumers.

To receive the affordable housing sales tax credit the City must:

(1) Pass a resolution of intent to levy the tax credit by January 27, 2020. If this deadline is missed, there are no other opportunities to access the tax.

(2) Adopt an ordinance to authorize the City to impose the maximum capacity of the affordable housing credit by July 27, 2020.

Attached is the Association of Washington Cities (AWC) Implementation Guide as well as the MRSC guide to understanding the Affordable Housing Sales

Tax Credit. They are included in the packet to help readers navigate the complex process of implementing the sales tax credit.

Kitsap County has taken steps to participate in the Affordable Housing Sales Tax Credit, meaning that if the City Council chooses to participate, the City is guaranteed revenue.

ATTACHMENTS:

Resolution No. 2019-27, Stating the City's Intent to Adopt Legislation to Receive a Tax Credit Against the State Sales Tax to Support Affordable and Supportive Housing

AWC Implementing HB 1406

MRSC - SHB 1406 Understanding the Affordable Housing Sales Tax Credit

FISCAL DETAILS:

The tax credit would generate approximately $43,000 per year of revenue in the Affordable Housing Fund for up to 20 years. This would equate to approximately $860,000 over the 20 year life of the credit.

Fund Name(s): Other

Coding:

RESOLUTION NO. 2019-27

A RESOLUTION of the City of Bainbridge Island, Washington, declaring the intent to adopt legislation to authorize a Sales and Use Tax for Affordable and Supportive Housing in accordance with Substitute House Bill 1406 (Chapter 338, Laws of 2019), and other matters related thereto.

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) ("SHB 1406"); and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction, or rehabilitation of affordable housing or facilities providing supportive housing, for the operations and maintenance costs of affordable or supportive housing, or, if eligible, for providing rental assistance to tenants; and

WHEREAS, the tax will be credited against state sales taxes collected within the City and, therefore, will not result in higher sales and use taxes within the City and will represent an additional source of funding to address housing needs in the City; and

WHEREAS, the money from the tax must be used to assist persons whose income is at or below sixty percent of the City's median income; and

WHEREAS, the City wishes to serve all citizens on Bainbridge Island by working to sustain a healthy community that is diverse and allows for many different groups to live, work, and contribute on the Island and has determined that imposing the sales and use tax to address this need will benefit its residents; and

WHEREAS, in order for a city or county to impose the tax, within six months of the effective date of SHB 1406, or January 28, 2020, the governing body must adopt a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or July 28, 2020, must adopt legislation to authorize the maximum capacity of the tax; and

WHEREAS, this resolution constitutes the resolution of intent required by SHB 1406; and

WHEREAS, the City Council now desires to declare its intent to impose a local sales and use tax as authorized by SHB 1406 as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND DOES RESOLVE AS FOLLOWS:

Section 1. Resolution of Intent. The City Council declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 within one year of the effective date of SHB 1406, or by July 28, 2020.

Section 2. Further Authority; Ratification. All City officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the actions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage by the City Council.

PASSED by the City Council this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2019-27

Implementing HB 1406

2019

Don't miss out on up to 20 years of shared revenue for affordable housing

In the 2019 legislative session, the state approved a local revenue sharing program for local governments by providing up to a 0.0146% local sales and use tax credited against the state sales tax for housing investments, available in increments of 0.0073%, depending on the imposition of other local taxes and whether your county also takes advantage. The tax credit is in place for up to 20 years and can be used for acquiring, rehabilitating, or constructing affordable housing; operations and maintenance of new affordable or supportive housing facilities; and, for smaller cities, rental assistance. The funding must be spent on projects that serve persons whose income is at or below sixty percent of the area median income. Cities can also issue bonds to finance the authorized projects.

This local sales tax authority is a credit against the state sales tax, so it does not increase the sales tax for the consumer. There are tight timelines that must be met to access this funding source – the first is January 31, 2020 to pass a resolution of intent. The tax ordinance must then be adopted by July 27, 2020 to qualify for a credit.

The following information is intended to assist your city in evaluating its options and timelines. It is not intended as legal advice. Check with your city's legal counsel and/or bond counsel for specific questions on project uses and deadlines for implementation.

Deadlines to participate:

- Resolution to levy tax credit: July 28, 2019 – January 31, 2020
- Ordinance to levy the tax credit: By July 27, 2020
- Adopt "qualifying local tax" (optional): By July 31, 2020

Eligibility to receive shared revenues

- The state is splitting the shared resources between cities and counties. However, cities can receive both shares if they have adopted a "qualifying local tax" by July 31, 2020. Qualifying taxes are detailed below. Cities who are levying a "qualifying local tax" by July 28, 2019, the effective date of the new law, will receive both shares immediately once they impose the new sales tax credit.
- If a city does not implement a qualifying local tax by the deadline, they can still participate in the program if they meet the other deadlines but will be eligible for a lower credit rate.
- A city can adopt the sales tax credit before designating how the funds will be used once collected.

Qualifying local taxes

The following are considered "qualifying local taxes" and, if levied, give the city access to both shares of the tax credit (i.e. 0.0146% rate instead of the single share rate of 0.0073%):

- Affordable housing levy (property tax) under RCW 84.52.105
- Sales and use tax for housing and related services under RCW 82.14.530. The city must have adopted at least half of the authorized maximum rate of 0.001%.
- Sales tax for chemical dependency and mental health (optional .1 MIDD) under RCW 82.14.460
- Levy (property tax) authorized under RCW 84.55.050, if used solely for affordable housing

Think of the "qualifying local tax" as a multiplier or "doubler." It gives the city access to double the tax credit even when the county chooses to participate in the program.

Contact:

Carl Schroeder
Government Relations Advocate
carls@awcnet.org

Shannon McClelland
Legislative & Policy Analyst
shannonm@awcnet.org

Six steps to affordable housing revenue

1 Is your city interested in accessing additional funding to support affordable housing for the next 20 years?

- **Yes** → **2**
- **No** → No action required.
- **Maybe. What can we spend the money on?** → All projects must serve households with incomes at or below 60% Area Median Income (AMI). Is the city's population more than 100,000?
  - **Yes**
    - Acquiring, rehabing, or constructing affordable housing. Includes new units within an existing structure or supportive housing facilities under RCW 71.24.385. Consider bonding, land acquisition, direct capital investment down payment assistance, and rehabilitation of single-family homes owned by individuals who meet the 60% AMI qualification.

      OR
    - Funding the operations and maintenance costs of new units of affordable or supportive housing.
  - **No** → All of the options for cities over 100,000, plus rental assistance to tenants.

2 Does your city levy a "qualifying local tax"?

- **What's a "qualifying local tax"?**
  1. Affordable housing levy (RCW 84.52.105)

     OR
  2. Sales and use tax for housing and related services (RCW 82.14.530). Must impose at lease half of the authorized rate.

     OR
  3. Sales tax for chemical dependency and mental health services or therapeutic courts (RCW 82.14.460).

     OR
  4. Levy (property tax) under RCW 84.55.050, if used solely for affordable housing.
- **Yes** → **3**
- **No** → Can your city adopt a "qualifying local tax" by July 31, 2020, including ballot measure?
  - **Yes** → **3**
  - **No** → Your city is still eligible to participate in the program. Go to Step 3 to continue.

3 The law requires a resolution of intent to impose the tax credit. Can your city **adopt a resolution of intent** between July 28, 2019 and January 31, 2020?

- **Yes** → **4**
- **No** → Unfortunately, your city is no longer eligible to participate in the program.

4 Great! Next, your city must **adopt an ordinance** by July 27, 2020 to levy the maximum tax under **HB 1406**. Did you or will you?

- **Yes** → **5**
- **No** → Unfortunately, your city is no longer eligible to participate in the program.

5 Great! Now let's find out what your maximum tax rate is. Did your city instate a "**qualifying local tax**" by the deadline – July 31, 2020? A "qualifying local tax" is not required but can increase your tax credit.

- **Yes** → **6**
- **No** → Did your county levy its share of the tax credit?
  - **Yes** → Your tax credit rate is 0.0073% starting on the date the tax credit is levied. (See **Important Dates**.)
  - **No** → If the county declared they will not levy the tax or have not adopted a resolution of intent by February 1, 2020, your city's tax rate will be 0.0146%. (See **Important Dates**.)

6 Was your city levying the "qualifying local tax" before you instated the tax credit under **HB 1406**?

- **Yes** → Your tax credit rate is 0.0146% starting on the date the tax credit is levied. (See **Important Dates**.)
- **No** → Until July 1, 2020, your tax credit rate is 0.0073% starting on the date the tax credit is levied. (See **Important Dates**.) After July 1, 2020, your tax credit rate is 0.0146%.

Important dates:

- Resolution to levy tax credit: July 28, 2019 – January 31, 2020
- Ordinance to levy the tax credit: By July 27, 2020
- Adopt "qualifying local tax" (optional): By July 31, 2020
- See also **Additional timelines to keep in mind** on the back

AWC ASSOCIATION OF WASHINGTON CITIES

Tax credit rate examples

Max tax credit rate under HB 1406	City with qualifying local tax	City without qualifying local tax	City doesn't levy a tax credit, county does participate	County doesn't participate, city participates but doesn't have a qualifying tax.*
City	0.0146%	0.0073%	0.0%	July 2020: 0.0%
County	0.0%	0.0073%	0.0146%	0.0%

**We believe that this was an error in bill drafting. Please let us know if you are in this situation. We can work to address it in future legislative sessions.*

Eligible uses of the funds:

1. Projects must serve those at or below 60% AMI.
2. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services. In addition to investing in traditional subsidized housing projects, this authority could potentially be used to provide for land acquisition, down payment assistance, and home repair so long as recipients meet the income guidelines.
3. Funding the operations and maintenance costs of new units of affordable or supportive housing.
4. For cities with a population under 100,000, the funds can also be used for rental assistance to tenants.

Additional timelines to keep in mind:

1. Department of Revenue (DOR) requires 30-days-notice of adoption of sales tax credits. The credit will then take effect on the first day of the month following the 30-day period.
2. If your city is adopting a "qualifying local tax", DOR requires 75-days-notice of adoption of sales tax increases. Local sales tax increases may only take effect on the first day of the first, second, or third quarter – not the fourth (April 1, July 1, or October 1).
3. If your city is adopting a "qualifying local tax" remember to factor in the ballot measure process into the timeline, as these must be approved by the voters.
4. If you are intending to bond the revenues for a project under this authority, check with your legal counsel and bond counsel about other deadlines that may apply to your city.

Frequently asked questions:

1. **This program sounds very familiar. Didn't a local option, affordable housing sales tax law pass a few years ago?** Yes, but the new law has important differences. The Legislature passed HB 2263 in 2015 that authorized cities and towns to levy up to a 0.1% sales tax for affordable housing—but, importantly, only after voter approval. This sales tax levy is considered a "qualifying local tax" under HB 1406. Another important distinction is that the affordable housing sales tax from 2015 is an additional tax on the consumer, and not a credit on an existing state-imposed tax.
2. **Do we have to levy a "qualifying local tax" to participate?** No. Your city is still eligible to participate in the program, but your tax credit rate will depend on whether the county participates in the program. See *Tax credit rate examples* chart to the left.
3. **Do we only have access to the program if the county declines to participate?** No. A city can participate, and receive funds, even if the county participates. Unfortunately, if your city does not impose a "qualifying local tax" by the deadline and your county declines to participate, then you will not have access to funds after the first year, due to a drafting error in the bill. We don't anticipate this scenario to occur, but please let us know if you find yourself in that situation. We will work with the Legislature to address it if this proves problematic. In all cases you must meet the program deadlines to participate. See *Deadlines to participate*.
4. **Does it make a difference at all if our county participates?** Only if you have not adopted a "qualifying local tax." If you have adopted a "qualifying local tax" you can access the higher credit rate regardless of county participation. If you don't have a "qualifying local tax" then you can only access the higher rate if the county does not participate.
5. **How is "rental assistance" defined? Does that include rent vouchers?** The term "rental assistance" is not defined in the chapter 82.14 RCW; however, both federal and state housing programs use the term "rental assistance" to mean providing rent, security deposits, or utility payment assistance to tenants.
6. **Can we pool our revenue with another entity? Can we issue bonds or use the money to repay bonds?** Yes! Cities can enter into an interlocal agreement with other local governments or a public housing authority to pool tax receipts, pledge tax collections to bonds, allocating collected taxes to authorized affordable housing expenditures, or other agreements authorized under chapter 39.34 RCW. Cities may also use the tax credit revenue to issue or repay bonds in order to carry out the projects authorized under the new law.
7. **Is the amount of tax credit we receive limited only by the amount of sales tax collected per year?** No. The maximum amount will be based on state fiscal year 2019 sales.
8. **Does the tax credit program expire?** Yes, the tax expires 20 years after the date on which the tax is first levied.

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SHB 1406: Understanding the Affordable Housing Sales Tax Credit

July 17, 2019 by Toni Nelson
Category: Housing , New Legislation and Regulations , Sales and Use Taxes

Editor's note: This post has been updated to include a few new resolutions/ordinances we've received, supporting resources from the Washington State Association of Counties (WSAC), and an updated revenue estimate spreadsheet. We continue to monitor this topic and will periodically update this post with new examples or information if needed. Last updated: August 20, 2019.

The 2019 legislative session produced a plethora of bills, but SHB 1406 has generated significant buzz as it will provide a new affordable housing revenue stream for those counties, cities, and towns that choose to participate. This sales tax option is actually a credit against the state sales tax rate of 6.5%, so it will not increase the tax rate for consumers. However, cities, towns, and counties have a limited time to take advantage of this option and must act rather quickly if they wish to participate.

In order to understand the foundation of this bill, it's important to understand what is considered a participating and non-participating city or county. A "participating" city or county is one that chooses to impose the affordable housing sales tax credit provided in SHB 1406 and completes the required steps for adoption within the next 12 months, while a "nonparticipating" city or county is one that chooses not to implement the affordable housing sales tax credit.

In this blog we discuss this complicated piece of legislation and some of the key decisions that eligible local governments will need to make within the next few months.

How Can This Revenue Be Used?

The intent of the legislation is to encourage local government investments in affordable and supportive housing, and as such, the funds will be considered a restricted revenue subject to reporting requirements and audit review for compliance. The use of this sales tax partially depends upon the size of your jurisdiction:

For counties over 400,000 population and cities over 100,000 population: The funds may only be used for (a) acquiring, rehabilitating, or constructing affordable housing, which may include new units within an existing structure or facilities providing supportive housing services under RCW 71.24.385 (behavioral health organizations); **OR** (b) operations and maintenance costs of new units of affordable or supportive housing.

For counties under 400,000 population and cities under 100,000 population: The funds may be used for the same purposes listed above, but they may also be used to provide rental assistance to tenants that are at or below 60% of the median income of the county or city that is imposing the tax.

For any city or county, they may finance loans or grants to nonprofit organization or public housing authorities to carry out the purposes of the bill and may pledge the tax proceeds from SHB 1406 for repayment of bonds in accordance with debt limitations imposed by the state constitution or statute.

Additionally, any participating city or county may enter into an interlocal agreement with other cities, counties, and/or housing authorities to pool and allocate the tax revenues received under SHB 1406 to fulfill the intent of the legislation.

How Much Revenue Will We Receive?

The answer to this question depends on whether your entity has a "qualifying local tax" (see below), the local economy, and the revenue cap included in SHB 1406. Participating jurisdictions will receive revenues for 20 years, and the amount that you receive annually will be equivalent to either 0.0073% or 0.0146% of taxable retail sales in your jurisdiction.

For participating counties

Counties do not need a "qualifying local tax" and will automatically receive the maximum 0.0146% rate within the unincorporated areas. Within the boundaries of each city or town, you will receive 0.0146%, minus the rate being received by the city/town. Here are the variables:

- If the city chooses not to participate but the county does participate, the county will receive the full 0.0146% within the city boundaries.
- If a city elects to participate but does not have a "qualifying local tax" (see below), the city will receive the 0.0073% "half share" and the county will also receive a 0.0073% half share within the city boundaries.
- If a city elects to participate and imposes a "qualifying local tax" by the deadline, the city will receive the full 0.0146% share and the county will not receive any revenues within the city boundaries.

As the legislation is currently written, if the county elects not to participate, cities located within said county that have not enacted a qualifying local tax will not receive SHB 1406 revenues after the first year.

For participating cities

The rate your city receive depends on whether it enacts a local qualifying tax (see below) prior to the deadline of July 27, 2020, as well as whether or not your county participates.

- For cities that impose a qualifying local tax by the deadline, you will receive the maximum 0.0146% rate, regardless of whether your county participates.
- For cities that do not have a qualifying local tax, you will receive the 0.0073% "half share," but *only if* your county also elects to participate.

If your county declares it will not participate or does not adopt the required resolution of intent by the end of January 2020, you will receive the full 0.0146% through July 27, 2020, but after that you will not receive any further revenues. In discussions with both Association of Washington Cities (AWC) and the Department of Revenue it is believed that this is due to a drafting error in the bill. AWC does not anticipate this scenario but asks that you let them know if your city finds itself in this situation!

SHB 1406 sets a cap on the maximum sales tax revenues to be credited to local government within any state fiscal year (July 1 to June 30). The cap will be calculated based upon the taxable retail sales during the state's 2019 fiscal year (July 1, 2018 — June 30, 2019). Just like the state shared revenue cycle, distributions will start July 1, and the state will cease distribution until the beginning of the next fiscal cycle if at any time during the fiscal period your distributions meet the cap.

Last but not least it's important to remember that retail sales can fluctuate from year to year depending upon a number of economic factors, so your revenues being generated from this sales tax credit will fluctuate as well.

Revenue Estimates

We have developed a worksheet for your revenue forecasting that was updated on August 9, 2019 to include Q2 2018-Q1 2019 taxable sales with projections for both the 0.0073% and 0.0146% tax credit options. This data comes from DOR's Retail Sales for Cities and Counties.

How Do We Impose This New Tax Option?

To receive the affordable housing sales tax credit, you must:

- **Pass a resolution of intent by January 27, 2020** that indicates intention to impose the sales tax credit at the maximum capacity by a simple majority vote of the legislative body. *This is the single most important step in being able to receive this sales tax credit option.* If this deadline is missed, there are no other opportunities to access the tax. Here is a sample resolution of intent that has been prepared by Pacifica Law Group for the Association of Washington Cities (AWC) that will assist you in this process. Also see the sample resolutions at the end of this article.

- **Adopt legislation to authorize by July 27, 2020** to impose the maximum capacity of the affordable sales tax credit. This step must be completed in order to continue to access this sales tax credit whether you decide to impose a qualifying local tax or not.

What Is a Qualifying Local Tax?

A "qualifying local tax" (QLT) is a local property or sales tax that a city has imposed, separately from SHB 1406, to address affordable housing or related issues. This provision within the bill *only applies to cities and towns*, and it allows them to double the sales tax credit.

The QLT options are:

- An affordable housing levy (RCW 84.52.105);

- A sales and use tax for affordable housing (RCW 82.14.530);
- A levy lid lift (RCW 84.55.050) that is restricted solely to affordable housing; or
- A mental health and chemical dependency sales tax (RCW 82.14.460), which is only authorized by statute for those cities of at least 30,000 population located within Pierce County.

According to our data, there are currently only six cities that have implemented at least one of these qualifying local taxes: Bellingham, Ellensburg, Olympia, Seattle, Tacoma, and Vancouver. Port Angeles has also placed a qualifying local tax on the ballot for November 2019 – see the resolution at the end of this article which also provides a good analysis of election timing and costs.

All of the qualifying local taxes require voter approval with a simple majority vote (with the exception of the mental health and chemical dependency sales tax) and may be presented at any special, primary, or general election. (For more detailed information on any of these qualifying local taxes, refer to our Revenue Guide for Cities and Towns.)

Deciding to present a qualifying local tax before the voters in order to gain the full tax credit will require some timing considerations, as the legislation requires that the qualifying local tax must be "instated" (which DOR is interpreting to mean "approved by voters") within 12 months of the effective date of SHB 1406. This deadline is July 27, 2020. The deadline for placement on the general election ballot is fast approaching (August 6), and the only other elections before the July 2020 deadline are the special elections in February and April. (See our Key Deadlines for voted sales and property taxes in the recently updated Revenue Guides for Cities/Towns and Counties).

When Will We Start to Receive Revenues from SHB 1406?

The Department of Revenue (DOR) typically requires a 75-day notice for sales tax rate changes, but since this is a sales tax credit (not a new sales tax) it will therefore only require a 30-day wait period. The credit will take effect on the first day of the month following the 30-day period (RCW 82.14.055(2)). For example, if you adopt the resolution of intent and then the enabling legislation (ordinance/resolution) during August 2019, the tax will take effect on October 1. The sales tax revenues from October will be remitted by retailers to DOR by the 25th of the following month (November), and you will receive your first distribution of this tax credit on your end-of-month December disbursement from the State Treasurer's office. *Editor's note: In this example, the original article incorrectly stated that the revenues would be distributed at the end of November.*

For cities that have a qualifying local tax in place, you will receive the full credit of 0.0146% as soon as you adopt the enacting ordinance. For all other cities and towns that have adopted the enacting ordinance, you will collect a tax credit of 0.0073% until your ballot measure for a qualifying local tax has passed.

This piece of legislation is complex and a bit confusing. We have worked closely with the DOR and the AWC to bring you as much information as possible to assist with your decisions to take the first step in the process — which is to pass a resolution of intent. MRSC is ready to answer any further questions that you may have. Please do not hesitate to send me an email or give me call.

AWC and WSAC Resources

For cities, the Association of Washington Cities (AWC) has prepared an implementation guide and flowchart to help in your decision-making process.

For counties, the Washington State Association of Counties (WSAC) has prepared an implementation guide and flowchart,

Sample Resolutions

In addition to the Pacifica Law Group sample resolution of intent provided by AWC, below are a few examples of SHB 1406 resolutions we have come across. This is not a comprehensive list of all the cities and counties that are adopting resolutions. Many of the resolutions that have been adopted use very similar language based on the Pacifica Law Group example, but we will continue to monitor this topic and periodically add distinct or noteworthy examples to this list.

Counties

- **Pierce County** Resolution No. R2019-103 (2019) – Resolution of intent for county over 400,000 population
- **Thurston County** Resolution No. 15801 (2019) – Resolution of intent for county under 400,000 population, with intent to enter into interlocal agreement with cities to pool revenue.

Cities

- **Port Angeles** Resolution No. 14-19 (2019) – Submitting 0.1% affordable housing sales tax (RCW 82.14.530) to voters as a qualifying local tax under SHB 1406. Includes analysis of election timing and costs, concluding it is much less expensive to submit a measure at the November 2019 general election (filing deadline: August 6) than at the February or April special election.
- **Tumwater** Resolution No. R2019-006 (2019) – Resolution of intent for city under 100,000 population.
- **Vancouver** Resolution No. M-4026 (2019) – Resolution of intent for city over 100,000 population. Includes staff report; note that Vancouver qualifies for the maximum 0.0146% because it already has a qualifying local tax.

Sample Adopting Ordinances

We will post selected examples of enacting ordinances that we receive below.

- **Pierce County** Ordinance No. 2019-57s (2019) – Adopting maximum sales tax credit

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MRSC is a private nonprofit organization serving local governments in Washington State. Eligible government agencies in Washington State may use our free, one-on-one Ask MRSC service to get answers to legal, policy, or financial questions.

About Toni Nelson

Toni has over 24 years of experience with Local Government finance and budgeting. Toni's area of expertise include "Cash Basis" accounting and reporting, budgeting, audit prep and the financial issues impacting small local government.

VIEW ALL POSTS BY TONI NELSON

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CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:30 PM) Ordinance No. 2019-29 Adopting an Update to the 2019-2024 Capital Improvements Plan (CIP) - Finance,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION:

I move to forward to the October 22, 2019, consent agenda for consideration of approval Ordinance No. 2019-29 related to the 2019-2024 update to the 2019-2024 Capital Improvement Plan.

SUMMARY:

The City approves a six-year Capital Improvement Plan (CIP) to lay out the planned capital projects for the current biennium and the following four years. During 2019, the City Council approved a few changes to the CIP, which are reflected in the accompanying documents.

FISCAL IMPACT:

Amount:	Reduction of $255,000 over six-year CIP time frame
Ongoing Cost:	
One-Time Cost:	Reduction of $255,000 total
Included in Current Budget?	No

BACKGROUND:

The City approves a six-year CIP to lay out the planned capital projects for the current biennium and the following four years. During 2019, the City Council has approved a number of changes to the CIP, which are reflected in the accompanying documents. Staff presented this updated CIP to the Utility Advisory Committee for their review and discussion in September.

The CIP changes made since the 2019-2024 CIP was adopted in November 2018 are as follows:

Transportation Projects:

Sportsman Club/New Brooklyn – On November 27, 2018, the Council authorized the City Manager to execute an amendment to the professional services agreement with Skillings Connolly, Inc. and approved the associated budget amendment to prepare the proposed roundabout design for the Sportsman Club and New Brooklyn intersection (CIP page 4).

Non-Motorized Projects:

High School Road Safety Improvements – On August 27, 2019 through the 2nd Quarter Budget Amendments, the Council authorized an update to the CIP to reflect current federal grant awards. Total increase in grant funding is $47,000 (CIP page 7).

Fleet and Equipment:

Vactor Truck – The estimate to replace the vactor truck in 2023 changed from $920,000 to $462,000. This is the initial presentation of this change (CIP page 10).

Facility Projects:

Open Water Marina – On August 27, 2019 through the 2nd Quarter Budget Amendments, the Council authorized an increase of $75,000 in appropriation authority to reflect current project plans and estimates. This change increases the total project budget to $167,000 (CIP page 16).

Farmer's Market Cover - On August 27, 2019 through the 2nd Quarter Budget Amendments, the Council authorized the move of this project out of the operating budget and into the CIP. Project budget remains at $65,000 (CIP page 17).

Stormwater Projects:

Pritchard Park Outfall – Project budget remains at 100,000. Details of the project led the Accounting Team to move the project out of the CIP and into the operating budget (CIP page 31).

Staff presented these CIP updates to the City Council on October 1, 2019 (the presentation from which is included in the packet materials), and the Council did not make any further revisions to the plan based on that conversation.

ATTACHMENTS:

Ordinance No. 2019-29 2019-2024 Updated Budget - Capital Improvement Plan

Revised 2020 CIP.pdf

100119 CIP Presentation

FISCAL DETAILS: The total Adopted CIP was $58.7 million across all funds. The total Updated CIP is $58.4 million across all funds, a decrease of $255,000. The difference by project and funding source is as follows:

Sportsman Club and New Brooklyn Intersection - increase of $116,000 from the Transportation Impact Fee Fund.

High School Road Safety Improvements - increase of $47,000 from federal grants.

Vactor Truck - decrease of $458,000 which is a 50/50 split between Sewer Fund and Stormwater Fund.

Open Water Marina - increase of $75,000 from the General Fund.

Farmer's Market Cover - increase of $65,000 from the General Fund.

Pritchard Park Outfall - decrease of $100,000 from the Stormwater Fund.

Fund Name(s):

Coding:

ORDINANCE NO. 2019-29

AN ORDINANCE of the City of Bainbridge Island, Washington, adopting the 2019-2024 update of the six-year Capital Improvement Plan.

WHEREAS, in accordance with the Growth Management Act, the City of Bainbridge Island adopted a Comprehensive Plan on September 1, 1994, revised it on December 8, 2004, and completed an update on February 28, 2017; and

WHEREAS, the Comprehensive Plan contains a Capital Facilities Element that establishes goals and policies for the provision and financing of capital facilities for the citizens of Bainbridge Island; and

WHEREAS, the Capital Facilities Element is implemented through the City's Capital Improvement Plan, which is a six-year plan that is updated annually; and

WHEREAS, the 2019-2024 update of the six-year Capital Improvement Plan addresses the goals and requirements set forth in the Growth Management Act and the Bainbridge Island Comprehensive Plan; and

WHEREAS, the 2019-2024 update of the six-year Capital Improvement Plan is consistent with the Comprehensive Plan, functional plans, and adopted capital and operating budgets as stated in Policy CF 1.1 of the Comprehensive Plan; and

WHEREAS, on July 12, 2018, the Planning Commission held a public hearing regarding the 2019-2024 update of the six-year Capital Improvement Plan; and

WHEREAS, the City Council will conduct a public hearing on the 2020 Mid- Biennial Budget, and the 2019-2024 update of the six-year Capital Improvement Plan will be a component of that budget, such that the 2020 capital improvements are incorporated into the 2020 Mid-Biennial Budget; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES ORDAIN, AS FOLLOWS:

Section 1. The 2019-2024 update of the six-year Capital Improvement Plan, attached as Exhibit A, is adopted as of the effective date of this ordinance.

Section 2. In the event that there are instances in which the dollar amounts or timing of capital projects included in this update differ from those in other sections of the Comprehensive Plan, the amounts and timing in this update shall prevail.

Section 3. This ordinance authorizes the reformatting of Exhibit A into a final edition for publication and the reformatting of information and the transmission of this information to

the State of Washington as the City's annual State Transportation Improvement Program ("STIP"), as applicable.

Section 4. If any section, sentence, clause, or phrase of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 5. This ordinance shall take effect and be in force five (5) days from and after its passage and publication as required by law.

PASSED BY THE CITY COUNCIL this __ day of _____, 2019.

APPROVED BY THE MAYOR this __ day of _____, 2019.

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	October 1, 2019
PASSED BY THE CITY COUNCIL:	_____ __, 2019
PUBLISHED:	_____ __, 2019
EFFECTIVE DATE:	_____ __, 2019
ORDINANCE NUMBER:	2019-29
ATTACHED:	Revised_2020_CIP

Revised 2020 CIP

Capital Projects Update

City of Bainbridge Island
Total CIP (2019 - 2024)
2019-2020 Adopted Budget

	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	**Total**
in (1000s)									
Transportation Projects	3,880	216	820	25	300	550	500	-	6,291
Transportation Grants	2,671	-	703	-	-	-	-	-	3,374
Non Motorized Projects	2,860	25	292	860	2,550	-	500	-	7,087
Non Motorized Grants	2,042	23	202	210	1,900	-	-	-	4,377
Fleet and Equipment	-	1,127	832	627	380	1,006	759	-	4,731
General Gov't Funded	-	*706*	*688*	*567*	*341*	*384*	*602*	-	3,288
Utility Funded	-	*421*	*144*	*60*	*39*	*622*	*157*	-	1,443
Facility Projects	3,310	17,192	-	-	-	-	-	-	20,502
Facility Grants	-	-	-	-	-	-	-	-	-
Water Projects	725	1,250	750	75	2,600	790	1,930	-	8,120
Water Grants	-	-	-	-	-	-	-	-	-
Sewer Projects	1,250	900	100	3,050	600	750	1,400	-	8,050
Sewer Grants	-	-	-	-	-	-	-	-	-
SSWM Projects	260	900	760	450	600	650	-	-	3,620
SSWM Grants	-	-	-	-	*450*	-	-	-	*450*
Utility Funding	2,235	3,471	1,754	3,635	3,389	2,812	3,487	-	20,783
General Govt Funding	5,337	18,117	895	1,242	1,291	934	1,602	-	29,418
Total Project Cost Less Grants	7,572	21,588	2,649	4,877	4,680	3,746	5,089	-	50,201
Grant Totals	4,713	23	905	210	2,350	-	-	-	8,201
TOTAL PROJECT COST	12,285	21,610	3,554	5,087	7,030	3,746	5,089	-	58,401

Amounts in thousands

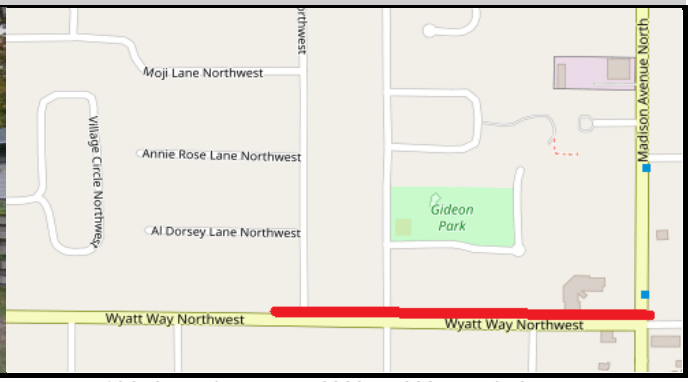
City of Bainbridge Island
Transportation CIP (2019- 2024)
2019-2020 Adopted Budget

Project / Location	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	**Total**
TRANSPORTATION PROJECTS - 6-YEAR CIP																	
Wyatt Way Reconstruction Phase 1	X	X	2,516		Y	Y			3,700	-	-	-	-	-	-	-	3,700
Madison - Lovell																	
Sportsman Club/New Brooklyn	X	X	858		Y				180	216	820	-	-	-	-	-	1,216
Intersection Imprv.																	
Country Club Rd Reconstruction & Drainage Improvements			-		Y				-	-	-	25	250	-	-	-	275
Past Toe Jam to Seawall																	
Manitou Beach Road Stabilization (Phase 1)			-		Y				-	-	-	-	50	500	-	-	550
Murden Cove to Falk																	
Manitou Beach Road Stabilization (Phase 2)			-		Y				-	-	-	-	-	50	500	-	550
Falk to Skiff																	
City Funding									1,209	216	117	25	300	550	500	-	2,917
Grant Totals									2,671	-	703	-	-	-	-	-	3,374
TOTALS									3,880	216	820	25	300	550	500	-	6,291

Amounts in thousands

Project: Wyatt Way Reconstruction Phase 1 **Number:** 00708
Location: Madison to Lovell

Project Description



Description: Capacity (level of service) improvements to the intersection of Madison Avenue and Wyatt Way, including a roundabout. Complete sidewalk and bicycle facilities on both sides of Wyatt from Madison to Lovell. Reconstruct roadway surfacing and drainage. Additional right of way needed along frontage. Design 50% completed in 2006. State (TIB) grant funding received in 2015.

Benefit: Relieve current and future intersection congestion and ensure mobility by implementing improvements prior to development. Address a gap in non-motorized facilities to improve mobility and safety. Support businesses and employment in the downtown area.

Schedule: YR1/2: design, ROW, and permitting, YR3: construction.

Capital Funding (1000's)

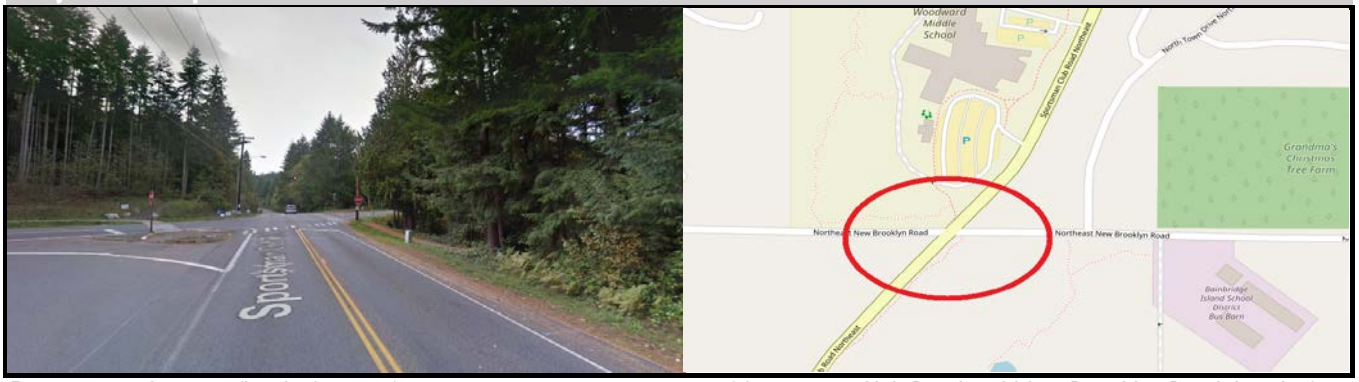
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$1,184	$0	$0	$0	$0	$0	$0	$0	$1,184
Water Fund	$150	$0	$0	$0	$0	$0	$0	$0	$150
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$2,516	$0	$0	$0	$0	$0	$0	$0	$2,516
Sub-total	**$3,850**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,850**
FUNDING USES (1000's)									
Design/permitting	$770								
Construction	$3,080								
Sub-total	**$3,850**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,850**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: Sportsman Club Road and New Brooklyn Road **Number:** 00715
Location: Intersection Improvements

Project Description



Description: Capacity (level of service) improvements at intersection of Sportsman Club Road and New Brooklyn Road. Level of service C from 2004 study. Since that time, the Sakai and Woodward schools have changed schedules, resulting in impacts to the intersection. A roundabout is proposed. Estimated schedule and costs assume a right-of-way donation by the School District.

Benefit: Relieve current and future congestion.

Schedule: YR1: design and permitting, YR2: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Trans. Impact Fees	$25	$216	$117	$0	$0	$0	$0	$0	$358
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$155	$0	$703	$0	$0	$0	$0	$0	$858
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$180**	**$216**	**$820**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,216**
FUNDING USES (1000's)									
Design/permitting	$180	$216							$396
Construction			$820						$820
Sub-total	**$180**	**$216**	**$820**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,216**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

City of Bainbridge Island
Non-Motorized Transportation CIP (2019- 2024)
2019-2020 Adopted Budget

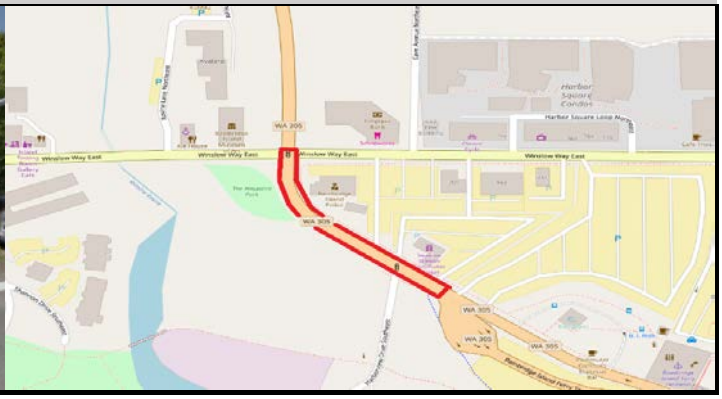
Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Comp	Wtr Comp	Swr Comp	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	**Total**
NON-MOTORIZED PROJECTS - 6-YEAR CIP																	
SR305/Olympic Drive Non Motorized	X	X	2,042		Y	Y			2,813	-	-	-	-	-	-	-	2,813
Harbor Dr. to Winslow Way																	
High School Road Safety Improvements	X	X	225						-	25	202	-	-	-	-	-	227
SR305 to Grow																	
Madison Avenue Sidewalk Improvements	X	X	1,410		Y				-	-	-	260	1,750	-	-	-	2,010
Wyatt to High School																	
C40 - Bucklin Ph 2	X		-		Y				47	-	-	600	-	-	-	-	647
Blakely - Fletcher Bay																	
C40 - Eagle Harbor - Phase 1	X		-		Y			Y	-	-	90	-	-	-	500	-	590
Wyatt - Past Bucklin																	
C40 - Eagle Harbor - Phase 2	X		700						-	-	-	-	800	-	-	-	800
Past Bucklin to Eagle																	
City Project Funding									818	3	90	650	650	-	500	-	2,711
Grant Totals									2,042	23	202	210	1,900	-	-	-	4,377
TOTALS									2,860	25	292	860	2,550	-	500	-	7,087

OTHER NON-MOTORIZED PROJECTS		
Manitou Beach Rd Impr.	Manitou Beach Rd	TBD
Crosswalk to STO	Crossing SR305 at Vineyard Lane	TBD
Sidewalk Extension	Pt. White Dr. Schel Chelb Park to Lynwood. Ctr	TBD
Intersection Impr.	SR305 at High School Rd	TBD
Miller Road Impr.	Crosswalk and other safety improvements	TBD

Amounts in thousands

Project: SR305 - Olympic Drive Non-Motorized Improvements **Number:** 00596
Location: Harbor Drive to Winslow Way

Project Description



Description: The Olympic Drive/Winslow Way intersection serves the ferry on and off-loading traffic. This project provides improvements for pedestrians and cyclists along this heavily-trafficked roadway. The unique needs of multi-modal transportation within a limited intersection area have led to a complex project planned and approved by WSDOT and FHWA. The project will also replace an existing undersized water main in Olympic Drive and Harborview Drive with a new 8-inch line and install one new fire hydrant.

Benefit: Non-motorized level of service improvement, safety enhancements.

Schedule: Phase 1 Design started in 2013, additional grant funding received in 2018, construction planned to begin in winter 2018-2019.

Capital Funding (1000's)

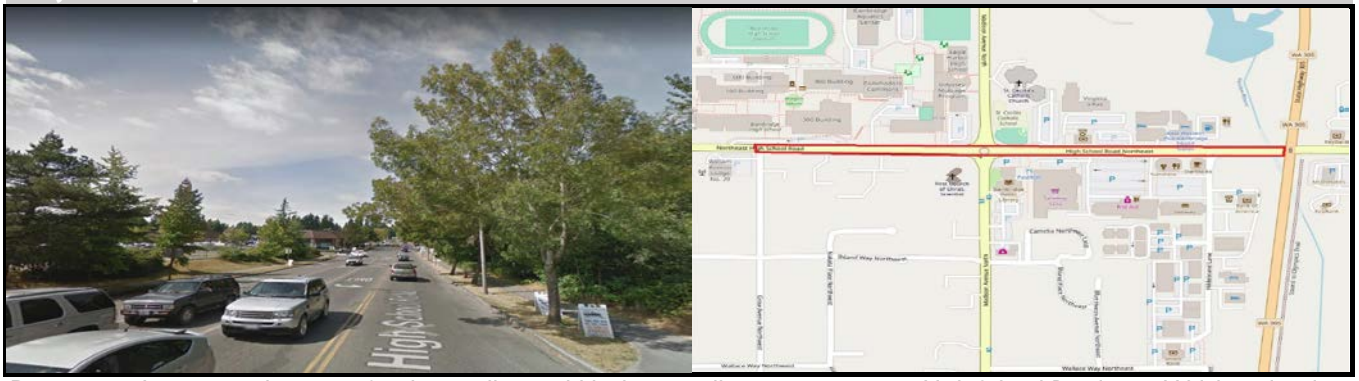
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$771	$0	$0	$0	$0	$0	$0	$0	$771
Water Fund	$175	$0	$0	$0	$0	$0	$0	$0	$175
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$878	$0	$0	$0	$0	$0	$0	$0	$878
State Grant	$1,164	$0	$0	$0	$0	$0	$0	$0	$1,164
Sub-total	**$2,988**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,988**
FUNDING USES (1000's)									
Design/permitting	$120								
Construction	$2,868								
Sub-total	**$2,988**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,988**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: High School Road Safety Improvements **Number:**
Location: SR305 to Grow

Project Description



Description: Improve pedestrian safety by installing mid-block cosswalk improvements on High School Road near Hildebrand and Grow. Modify parking on High School Road near Hildebrand crossing to reduce conflicts with non-motorized users. Install speed reader sign near Ordway Elementary on Madison Ave.

Benefit: Increase pedestrian and other non-motorized safety.

Schedule: Design in 2019, construction in 2020.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$3	$0	$0	$0	$0	$0	$0	$3
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$23	$202	$0	$0	$0	$0	$0	$225
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$0**	**$25**	**$202**	**$0**	**$0**	**$0**	**$0**	**$0**	**$227**
FUNDING USES (1000's)									
Design/permitting									
Construction		$25	$202						
Sub-total	**$0**	**$25**	**$202**	**$0**	**$0**	**$0**	**$0**	**$0**	**$227**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: C40 Bucklin Hill Road Phase 2 **Number:** 00723
Location: Blakely to Fletcher

Project Description

Description: Provide shoulder widening on both sides of Bucklin Hill Road and Lynwood Center Road from Blakely Avenue to Fletcher Bay Road. The project is planned to be designed by COBI staff with the support of a consultant for right-of-way acquisition.

Benefit: Safety and non-motorized transportation connectivity.

Schedule: YR1: design to 30% and begin ROW acquisition, YR2/3: completion of right of way acquisition, permitting, and design, YR4: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$47	$0	$0	$600	$0	$0	$0	$0	$647
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$47**	**$0**	**$0**	**$600**	**$0**	**$0**	**$0**	**$0**	**$647**
FUNDING USES (1000's)									
Design/permitting	$47								$47
Construction				$600					$600
Sub-total	**$47**	**$0**	**$0**	**$600**	**$0**	**$0**	**$0**	**$0**	**$647**

Estimated Impact on Future Operating Budget

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: C40 Eagle Harbor Drive Phase 1 **Number:**
Location: Wyatt to past Bucklin Hill

Project Description

Description: Current level of service E for Pedestrians and D for cyclists. Provides shoulder widening on both sides. Necessitates upgrading Cooper Creek Culvert to accommodate road widening. Involves ROW acquisition. Assumes additional land will be needed to mitigate displaced wetlands. It is desirable to improve curb radius at bottom of Wyatt.

Benefit: Safety and Non Motorized Transportation Connectivity.

Schedule: YRI: preliminary design, ROW, YR2: ROW, YR3/4: ROW, permitting, design, YR5: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$90	$0	$0	$0	$500	$0	$590
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$100	$0	$0	$500	$0	$0	$600
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$0**	**$0**	**$190**	**$0**	**$0**	**$500**	**$500**	**$0**	**$1,190**
FUNDING USES (1000's)									
Design/permitting			$190						$190
Construction						$500	$500	$0	$1,000
Sub-total	**$0**	**$0**	**$190**	**$0**	**$0**	**$500**	**$500**	**$0**	**$1,190**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

City of Bainbridge Island
FLEET and EQUIPMENT CIP (2019 - 2024)
2019-2020 Adopted Budget

Project	Grant Eligible	Grant Awarded	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	2019	2020	2021	2022	2023	2024	**Total**
FLEET & EQUIPMENT - 6-YEAR CIP (1000s)														
Police Vehicles (5)			1,473					330	208	219	230	237	249	1,473
Broom Sweeper				96				96	-	-	-	-	-	96
Chipper				95				95	-	-	-	-	-	95
Van					49	12		61	-	-	-	-	-	61
PUP Trailer				13			13	26	-	-	-	-	-	26
Dump Truck Cab/Chassis				138			138	276	-	-	-	-	-	276
Light Duty Pick Up			11	11	11	11	11	55	-	-	-	-	-	55
SUV			12		23		23	58	-	-	-	-	-	58
Slope Mower and Trailer							60	60	-	-	-	-	-	60
Video Inspection Camera						35	35	70	-	-	-	-	-	70
Heavy Duty Pickup			19	76				-	95	-	-	-	-	95
Van					14	56		-	70	-	-	-	-	70
Medium Duty Pickup Truck					59	15		-	74	-	-	-	-	74
Light Duty Pick Up			60					-	60	-	-	-	-	60
Manlift				325				-	325	-	-	-	-	325
Track Excavator				160				-	-	160	-	-	-	160
Medium Duty Pickup				66				-	-	66	-	-	-	66
Medium Duty Pickup			20	20	20	20	20	-	-	100	-	-	-	100
Police Motorcycle			41					-	-	41	-	-	-	41
Police Motorcycle			41					-	-	41	-	-	-	41
Light Duty Pickup			13	13	13	13	13	-	-	-	65	-	-	65
Light Duty Pickup			65					-	-	-	65	-	-	65
Police Boat Trailer			20					-	-	-	20	-	-	20
Vactor Truck						231	231	-	-	-	-	462	-	462
Heavy Duty Pickup					59		59	-	-	-	-	118	-	118
Heavy Duty Pickup			24	95				-	-	-	-	119	-	119
Light Duty Pickup			14	14	14	14	14	-	-	-	-	70	-	70
Light Duty Pickup			14	14	14	14	14	-	-	-	-	-	70	70
Light Duty Pickup			70					-	-	-	-	-	70	70
Van						92	23	-	-	-	-	-	115	115
Police Boat			95					-	-	-	-	-	95	95
Loader				160				-	-	-	-	-	160	160
TOTALS								1,127	832	627	380	1,006	759	4,731

Amounts in thousands

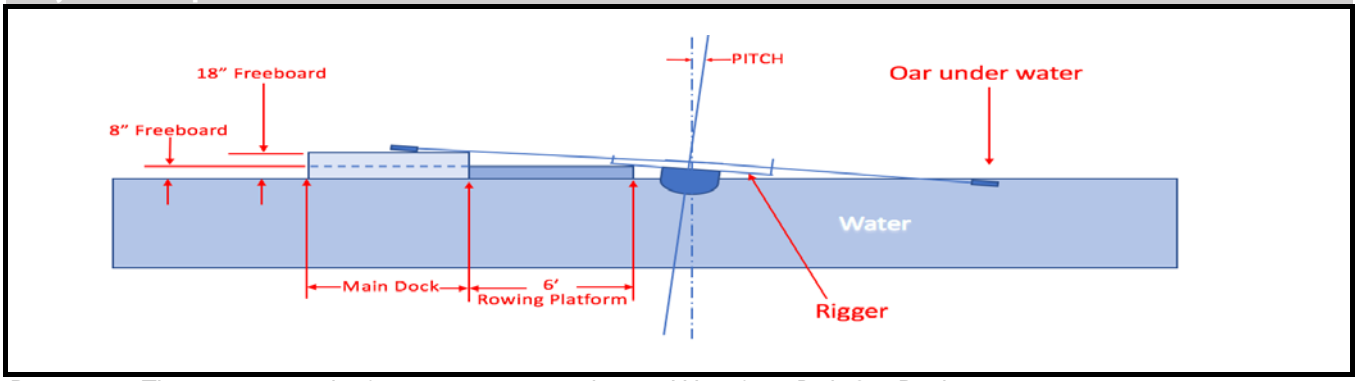
CITY OF BAINBRIDGE ISLAND
FACILITIES CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	**Total**
FACILITIES PROJECTS - 6-YEAR CIP																	
City Dock			-	Y					-	30	-	-	-	-	-	-	30
Waterfront Park																	
Police and Municipal Court Building			-	Y					3,100	16,900	-	-	-	-	-	-	20,000
Police Station/Court																	-
AM Radio			-	Y					100	50	-	-	-	-	-	-	150
EOC																	
Fueling System				Y					90	-	-	-	-	-	-	-	90
Public Works Facility																	
Open Water Marina Additional Buoys				Y					20	147	-	-	-	-	-	-	167
Marina																	
Farmers Market Cover				Y					-	65	-	-	-	-	-	-	65
Farmers Market																	
City Total									3,310	17,192	-	-	-	-	-	-	20,502
Grant Totals									-	-	-	-	-	-	-	-	-
TOTALS									3,310	17,192	-	-	-	-	-	-	20,502

Amounts in thousands

Project: City Dock Modifications **Number:**
Location: Waterfront Park

Project Description



Description: This project provides for improvements to the new Waterfront Park City Dock.

Benefit: Maintain utility of public infrastructure associated with the City park. Ensure user safety is maintained. Enhance accessibility and utility for various user groups.

Schedule: Design in 2019, Construction TBD

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$30	$0	$0	$0	$0	$0	$0	$30
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$0**	**$30**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$30**
FUNDING USES (1000's)									
Design/permitting	$0	$30	$0	$0	$0	$0	$0	$0	$30
Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$0**	**$30**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$30**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total									

Project: Police and Municipal Court Facility **Number:** 00724

Location: Harrison Building

Project Description

Description: This project provides for the replacement of the Police Station and relocation of the Municipal Court.

Benefit: Replacement Police facility will provide adequate space for current and future departmental needs, while correcting numerous space, structural, and security deficiencies in the current facility. New Court facility will replace existing leased space, which marginally meets current requirements and will create operational efficiencies by being co-located with the Police Station.

Schedule: Site selection process underway.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$2,281	$8,000	$0	$0	$0	$0	$0	$0	$10,281
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
REET	$819	$900	$0	$0	$0	$0	$0	$0	$1,719
Long-Term Debt	$0	$8,000	$0	$0	$0	$0	$0	$0	$8,000
Sub-total	**$3,100**	**$16,900**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$20,000**
FUNDING USES (1000's)									
Project Mgmt/Admin	$0	$25	$175	$0	$0	$0	$0	$0	$200
Predesign	$450	$0	$0	$0	$0	$0	$0	$0	$450
Acquisition	$0	$0	$8,975	$0	$0	$0	$0	$0	$8,975
Design	$0	$500	$172	$0	$0	$0	$0	$0	$672
Construction	$0	$0	$9,703	$0	$0	$0	$0	$0	$9,703
Sub-total	**$450**	**$525**	**$19,025**	**$0**	**$0**	**$0**	**$0**	**$0**	**$20,000**

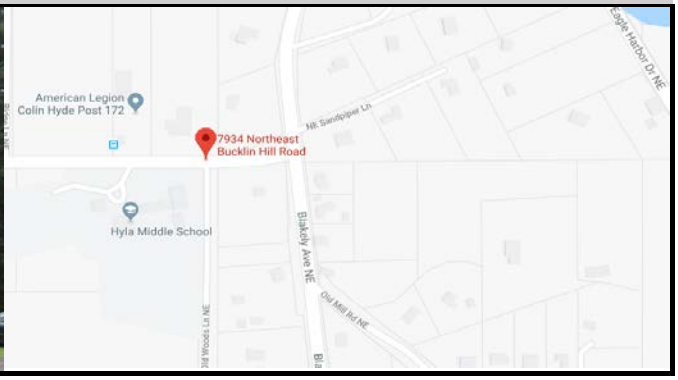
Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating				$100	$100	$100	$100	$1,400	$1,800
Debt Service		$0	$489	$515	$512	$514	$511	$7,176	$9,717
Sub-total	**$0**	**$0**	**$489**	**$615**	**$612**	**$614**	**$611**	**$8,576**	**$11,517**

Project: AM Radio **Number:**

Location: EOC**,** Bucklin Fire Station

Project Description



Description: Construct radio antenna foundation and electrical service connection.

Benefit: Installation of an AM radio transmitter at the Fire Station on Bucklin Hill Road will provide for improved communications throughout the island during emergency preparation response, and recovery operations.

Schedule: Design in 2019, Construction 2020

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$100	$50	$0	$0	$0	$0	$0	$0	$150
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$100**	**$50**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150**
FUNDING USES (1000's)									
Design/permitting	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$100	$50	$0	$0	$0	$0	$0	$0	$150
Sub-total	**$100**	**$50**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150**

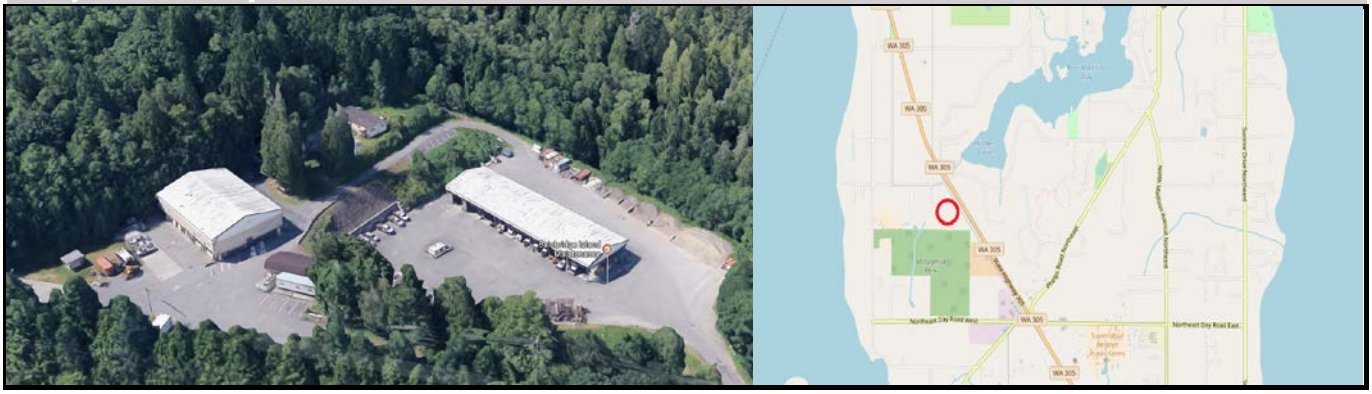
Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total									

Project: Fueling System Design/Upgrade **Number:** 00811

Location: Public Works Facility

Project Description



Description: Design and construction of capacity improvements to the fuel system at the Public Works facility.

Benefit: Upgrades to system will allow better service to users, including City police and public works. The improvements will include biodiesel tank installation to better facilitate renewable energy alternatives. Additionally, the system will increase the City's emergency management reserve, allowing continuing service in emergency situations.

Schedule: Design in 2018, construction in 2019.

Capital Funding (1000's)

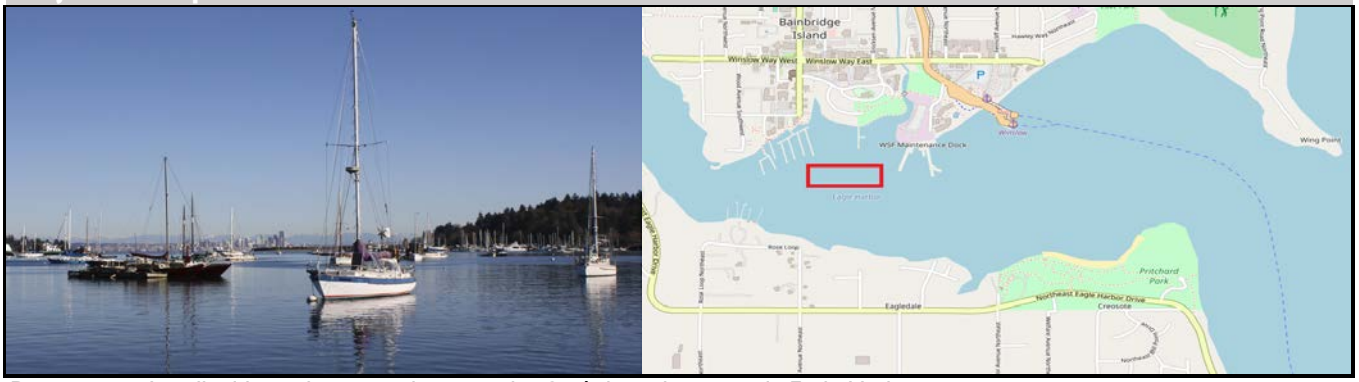
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$90	$0	$0	$0	$0	$0	$0	$0	$90
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$90**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$90**
FUNDING USES (1000's)									
Design/permitting	$20	$0	$0	$0	$0	$0	$0	$0	$20
Construction	$70	$0	$0	$0	$0	$0	$0	$0	$70
Sub-total	**$90**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$90**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs	2017	2018	2019	2020	2021	2022	2023-2034	Total
Operating									
Debt Service									
Sub-total									

Project: Open Water Marina Additional Buoys **Number:** 00790
Location: Marina

Project Description



Description: Install additional mooring buoys in the City's leased area inside Eagle Harbor.

Benefit: The City has an open-water marina in an area of Eagle Harbor that has been served over the years by a number of buoys and a linear moorage system. The linear moorage system will be removed in 2018 due to deterioration and obsolescence. In order to accommodate as many boaters as possible in the marina, additional mooring buoys will be installed where the linear moorage system used to be.

Schedule: Construction in 2019.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$20	$147	$0	$0	$0	$0	$0	$0	$167
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$20**	**$147**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$167**
FUNDING USES (1000's)									
Design/permitting	$20	$0	$0	$0	$0	$0	$0	$0	$20
Construction	$0	$147	$0	$0	$0	$0	$0	$0	$147
Sub-total	**$20**	**$147**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$167**

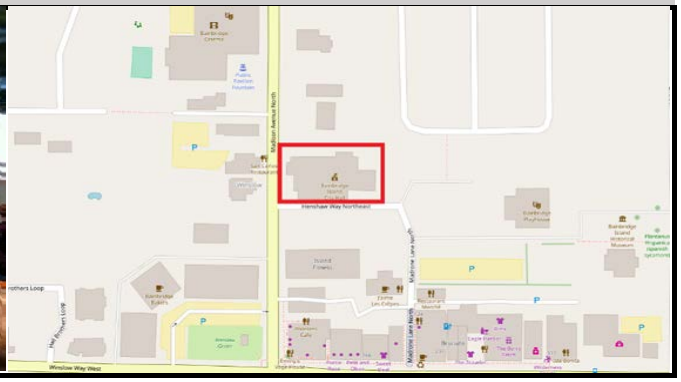
Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total									

Project: Farmers Market Cover **Number:** 01004

Location: City Hall, Farmers Market

Project Description



Description: Install cover for farmers market

Benefit: Protection from the elements

Schedule: Construction in 2020.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$65	$0	$0	$0	$0	$0	$0	$65
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$0**	**$65**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$65**
FUNDING USES (1000's)									
Design/permitting	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$65	$0	$0	$0	$0	$0	$0	$65
Sub-total	**$0**	**$65**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$65**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total									

City of Bainbridge Island
Water CIP (2019 - 2024)
2019-2020 Adopted Budget

Project	Location	Grant Eligible	General Comp	Strts Comp	Wtr Comp	Swr Comp	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	**Total**
WATER PROJECTS - 6-YEAR CIP (1000s)																
SR 305 Olympic Drive Non-Motorized Improvements	Olympic Drive			Y	Y			175	-	-	-	-	-	-	-	175
Rockaway Intertie	Rockaway				Y			250	-	-	-	-	-	-	-	250
Wyatt Way Reconstruction	Wyatt Way				Y			150	-	-	-	-	-	-	-	150
High Zone Improvements	High School/New Brooklyn				Y			150	-	750	-	-	-	-	-	900
Chlorine Generator Upgrades	Various				Y			-	250	-	-	-	-	-	-	250
New Storage Tank	New Brooklyn				Y			-	1,000	-	-	2,250	-	-	-	3,250
Fire Flow Improvements	Winslow				Y			-	-	-	75	350	-	-	-	425
Well Development/Rehab	Pritchard Park				Y			-	-	-	-	-	200	-	-	200
Pipeline Improvements	Shephard Way				Y			-	-	-	-	-	50	300	-	350
Emergency Generator	Head of the Bay				Y			-	-	-	-	-	40	130	-	170
Water Treatment Improvements	Head of the Bay				Y			-	-	-	-	-	500	1,500	-	2,000
City Project Funding								725	1,250	750	75	2,600	790	1,930	-	8,120
Grant Totals								-	-	-	-	-	-	-	-	-
TOTALS								725	1,250	750	75	2,600	790	1,930	-	8,120

Amounts in thousands

Project: SR 305 Olympic Drive Non-Motorized Improvements **Number:** 00596
Location: Olympic Drive

Project Description

Description: The Olympic Drive/Winslow Way intersection serves the ferry on and off-loading traffic. This project provides improvements for pedestrians and cyclists along this heavily-trafficked roadway. The unique needs of multi-modal transportation within a limited intersection area have led to a complex project planned and approved by WSDOT and FHWA. The project will also replace an existing undersized water main in Olympic Drive and Harborview Drive with a new 8-inch line and install one new fire hydrant.

Benefit: Non-motorized level of service improvement, safety enhancements.

Schedule: Phase 1 Design started in 2013, 2018 grant applications awarded.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$777	$0	$0	$0	$0	$0	$0	$0	$777
Water Fund	$175	$0	$0	$0	$0	$0	$0	$0	$175
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$872	$0	$0	$0	$0	$0	$0	$0	$872
State Grant	$1,164	$0	$0	$0	$0	$0	$0	$0	$1,164
Sub-total	**$2,988**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,988**
FUNDING USES (1000's)									
Design/permitting	$120								
Construction	$2,868								
Sub-total	**$2,988**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,988**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: Rockaway Intertie **Number:** 00815
Location: Rockaway

Project Description

Description: The Rockaway Beach Water System has a single well with declining production and limited capacity to meet peak demands. This project will complete an intertie with the adjacent KPUD water system to provide redundant source of supply to meet peak demands and facilitate well maintenance.

Benefit: Improve the reliability and fire protection for the Rockaway Water System.

Schedule: YR 1 : Design and construction.

Capital Funding (1000's)

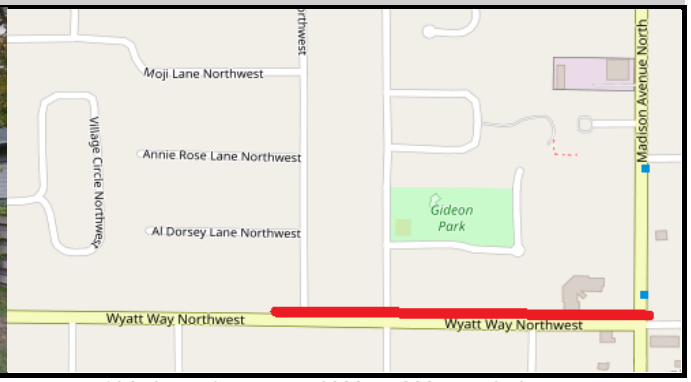
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$250	$0	$0	$0	$0	$0	$0	$0	$250
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$250**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$250**
FUNDING USES (1000's)									
Design/permitting									
Construction	$250								
Sub-total	**$250**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$250**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: Wyatt Way Reconstruction Phase 1 **Number:** 00708
Location: Madison to Lovell

Project Description



Description: Capacity (level of service) improvements to the intersection of Madison Avenue and Wyatt Way, including a roundabout. Complete sidewalk and bicycle facilities on both sides of Wyatt from Madison to Lovell. Reconstruct roadway surfacing and drainage. Additional right of way needed along frontage. Design 50% completed in 2006. State (TIB) grant funding received in 2015.

Benefit: Relieve current and future intersection congestion and ensure mobility by implementing improvements prior to development. Address a gap in non-motorized facilities to improve mobility and safety. Support businesses and employment in the downtown area.

Schedule: YR1/2: design, ROW, and permitting, YR3: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$1,184	$0	$0	$0	$0	$0	$0	$0	$1,184
Water Fund	$150	$0	$0	$0	$0	$0	$0	$0	$150
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$2,516	$0	$0	$0	$0	$0	$0	$0	$2,516
Sub-total	**$3,850**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,850**
FUNDING USES (1000's)									
Design/permitting	$770								
Construction	$3,080								
Sub-total	**$3,850**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$3,850**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: High Zone Improvements **Number:** 00819
Location: High School/New Brooklyn

Project Description

Description: Construction of a new storage tank to correct several deficiencies including service to a higher pressure zone requires additional booster pumps and piping to supply water to this location.

Benefit: Improve water system quality and fire protection.

Schedule: YR1: design. YR2: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$150	$0	$750	$0	$0	$0	$0	$0	$900
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$150**	**$0**	**$750**	**$0**	**$0**	**$0**	**$0**	**$0**	**$900**
FUNDING USES (1000's)									
Design/permitting	$150								
Construction			$750						
Sub-total	**$150**	**$0**	**$750**	**$0**	**$0**	**$0**	**$0**	**$0**	**$900**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: Chlorine Generator Upgrades **Number:**
Location: Various

Project Description

Description: The City's chlorine generators at the Sands, Fletcher Bay, and Head of the Bay Well Site are between 9 and 15 years old. These three 36 pounds per day (ppd) units need to be replaced.

Benefit: Improve water quality for the system.

Schedule: YR1: construction.

Capital Funding (1000's)

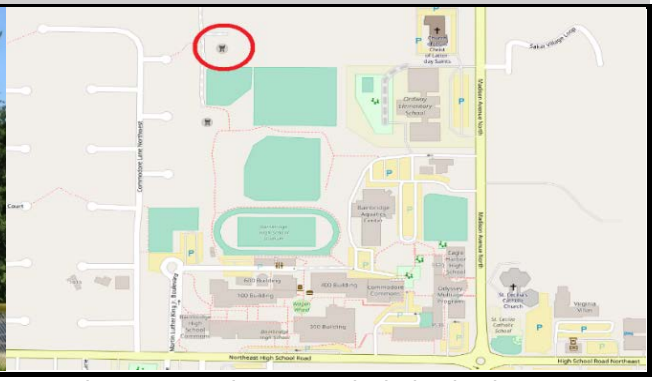
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$0	$250	$0	$0	$0	$0	$0	$0	$250
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$0**	**$250**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$250**
FUNDING USES (1000's)									
Design/permitting									
Construction		$250							$250
Sub-total	**$0**	**$250**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$250**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: New Storage Tank **Number:**
Location: New Brooklyn

Project Description



Description: Construct a new, approximately 500,000 gallon reservoir near the existing tank site near the high school.

Benefit: A new tank built at a sufficient elevation, and to the most recent design standards, will correct several deficiencies associated with existing tanks including: significant dead storage, pressure zone deficiencies, water quality issues, and seismic deficiencies.

Schedule: YR1: design, YR4: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$0	$1,000	$0	$0	$2,250	$0	$0	$0	$3,250
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$0**	**$1,000**	**$0**	**$0**	**$2,250**	**$0**	**$0**	**$0**	**$3,250**
FUNDING USES (1000's)									
Design/permitting									
Construction		$1,000			$2,250				$3,250
Sub-total	**$0**	**$1,000**	**$0**	**$0**	**$2,250**	**$0**	**$0**	**$0**	**$3,250**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

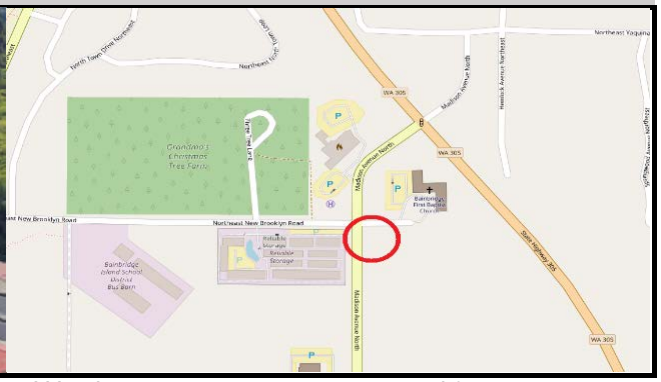
City of Bainbridge Island
Sewer CIP (2019 - 2024)
2019-2020 Adopted Budget

Project	Location and/or Phase	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	**Total**
SEWER PROJECTS - 6-YEAR CIP (1000s)																		
Pump Station/Force Main Upgrade	NTW/New Brooklyn/ Madison			-				Y		700	-	-	-	-	-	-	-	700
Rehabilitate Pump Station (Old Treatment Plant)	Old Treatment Plant			-				Y		550	-	-	-	-	-	-	-	550
Rehabilitate Pumps	Sunday Cove			-				Y		-	150	-	-	-	-	-	-	150
Pump Station & Force Main	Wood Ave			-				Y		-	750	-	2,500	-	-	-	-	3,250
Rehabilitate Pump Station (Wing Point)	Wing Point			-				Y		-	-	100	450	-	-	-	-	550
Rehabilitate Pump Station (Island Terrace)	Island Terrace			-				Y		-	-	-	100	400	-	-	-	500
Install Gravity Sewers	Sunday Cove			-				Y		-	-	-	-	200	450	-	-	650
Rehabilitate Pump Station (Lower Lovell)	Lower Lovell			-				Y		-	-	-	-	-	100	500	-	600
Extend WWTP Outfall	Wing Point			-						-	-	-	-	-	200	900	-	1,100
City Total										1,250	900	100	3,050	600	750	1,400	-	8,050
Grant Total										-	-	-	-	-	-	-	-	-
TOTALS										1,250	900	100	3,050	600	750	1,400	-	8,050

Amounts in thousands

Project: Pump Station/Force Main Upgrade **Number:** 00783
Location: NTW/New Brooklyn/Madison

Project Description



Description: This project provides upgrades to the City's North Town Woods sanitary sewer pump station and force main pipe in New Brooklyn Road and Madison Avenue. These upgrades will increase the capacity of the sewer system to serve the planned service area. The first project has been awarded to replace the force main from Madison Avenue to Three Tree Lane with a new section of gravity main. This work will be completed by the end of 2017. A new force main from High School Road to New Brooklyn Road is under design and will be constructed in early 2018.

Benefit: System capacity and reliability.

Schedule: YRI: Design and construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$700	$0	$0	$0	$0	$0	$0	$0	$700
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$700**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$700**
FUNDING USES (1000's)									
Design/permitting									
Construction	$700								$700
Sub-total	**$700**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$700**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: Rehabilitate Pump Station **Number:** 00921
Location: Old Treatment Plant

Project Description

Description: This pump station was last upgraded in 1978 and the station needs upgrading of the mechanical equipment, electrical system, wet well controls, and the emergency generator.

Benefit: Replacement of a deteriorated system with a reliable sewer collection system that can be maintained in the future.

Schedule: Design in 2019, construction in 2020.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$550	$0	$0	$0	$0	$0	$0	$0	$550
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$550**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$550**
FUNDING USES (1000's)									
Design/permitting									
Construction	$550								$550
Sub-total	**$550**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$550**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: Rehabilitate Pumps **Number:**
Location: Sunday Cove

Project Description

Description: Some components of the Sunday Cove pump station will reach the end of their useful life, which is assumed to be approximately 30 years, over the next few years. In addition to replacement of the pumps and motors, this project will include the replacement of the station's emergency generator.

Benefit: Replacement of a deteriorated system with a reliable sewer collection system that can be maintained in the future.

Schedule: YR1: Design and construction.

Capital Funding (1000's)

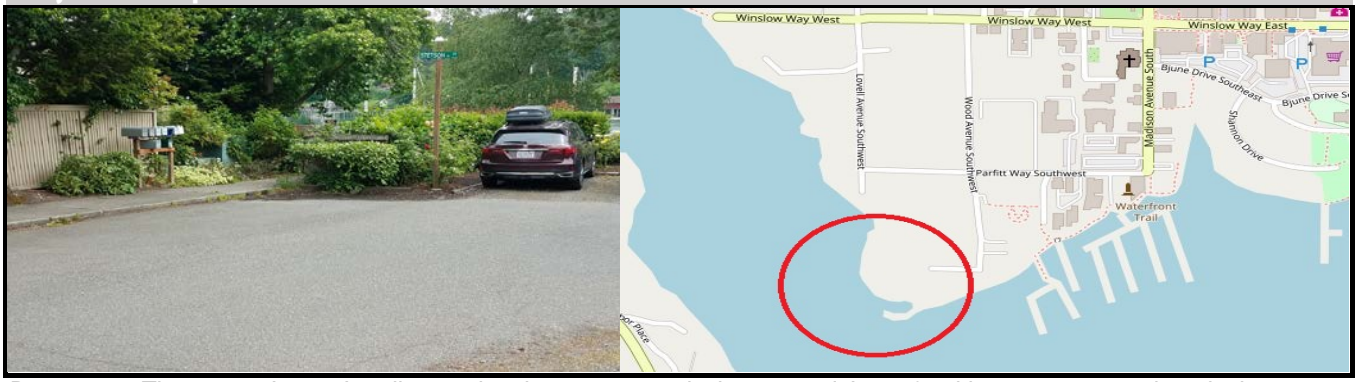
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$150	$0	$0	$0	$0	$0	$0	$150
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$0**	**$150**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150**
FUNDING USES (1000's)									
Design/permitting									
Construction		$150							$150
Sub-total	**$0**	**$150**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: Pump Station and Force Main **Number:**
Location: Wood Ave

Project Description



Description: The current Lower Lovell sewer beach main is severely deteriorated. It is infeasible to repair or replace the line in its current location, so projects are needed to design and construct a new collection system for the basin in the upland area. The City has contracted with Gray & Osborne to evaluate alternatives to facilitate replacing the West Eagle Harbor Beach Sewer Main. The preferred alternative to address the flows in the Wood Avenue Subbasin is a Wood Lift Station and Existing Beach Main. This alternative would continue to collect flows from the east end of the basin through the existing beach main and direct these flows to the proposed Wood Lift Station. In addition to the existing beach main flows, the Wood Lift Station would also collect flows from the west portion of the basin and would direct these flows to the manhole at the intersection of Wood Avenue SW and Parfitt SW.

Benefit: Replacement of a deteriorated system with a reliable sewer collection system that can be maintained in the future.

Schedule: YR1: design/permitting, YR3: construction.

Capital Funding (1000's)

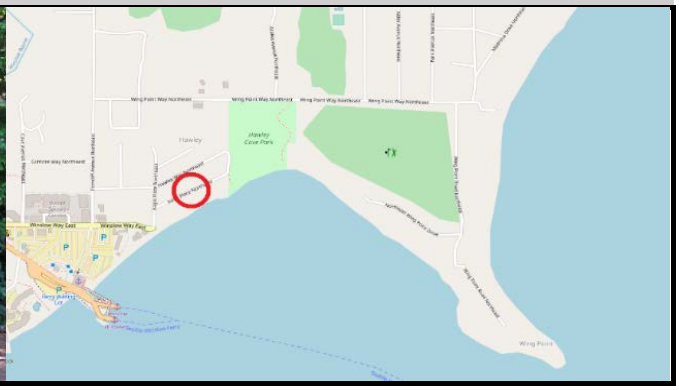
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$750	$0	$2,500	$0	$0	$0	$0	$3,250
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$0**	**$750**	**$0**	**$2,500**	**$0**	**$0**	**$0**	**$0**	**$3,250**
FUNDING USES (1000's)									
Design/permitting									$0
Construction		$750		$2,500			$0		$3,250
Sub-total	**$0**	**$750**	**$0**	**$2,500**	**$0**	**$0**	**$0**	**$0**	**$3,250**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: Rehabilitate Pump Station **Number:** 00820
Location: Wing Point

Project Description



Description: The Wing Point Pump Station has not been upgraded since its construction in 1979 and it is reaching the end of its useful life. Besides the general condition concerns that also apply to the City's other aging pump stations (wet well controls should be replaced to meet current safety standards and the performance of the cathodic protection components of these stations should be assessed), the Wing Point Pump Station has some unique upgrade requirements. First, the station access hatch is currently under water during extreme high tides and should be extended. Second, it is recommended that an air vacuum relief valve be installed in the force main at the discharge of the Wing Point pumps.

Benefit: Improves reliability of current sewer collection system.

Schedule: YR1: design, YR2: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$100	$450	$0	$0	$0	$0	$550
SSWM Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$0**	**$0**	**$100**	**$450**	**$0**	**$0**	**$0**	**$0**	**$550**
FUNDING USES (1000's)									
Design/permitting			$100						$100
Construction				$450					$450
Sub-total	**$0**	**$0**	**$100**	**$450**	**$0**	**$0**	**$0**	**$0**	**$550**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

City of Bainbridge Island
Stormwater CIP (2019 - 2024)
2019-2020 Adopted Budget

Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	**Total**
STORMWATER PROJECTS - 6-YEAR CIP (1000s)																	
Eagle Hrbr. Dr. @ McDonald Creek Culvert			-					Y	200	900	-	-	-	-	-	-	1,100
Yeomalt Area Drainage Improvements			-					Y	60	-	510	-	-	-	-	-	570
Wing Point Culvert			-					Y	-	-	150	-	-	-	-	-	150
Blakely Ave. Drainage Improvements			-					Y	-	-	-	450	-	-	-	-	450
Springbrook Creek Restoration and Culvert Replacement	x		450					Y	-	-	-	-	600	-	-	-	600
Blakely Falls Creek Culvert (Halls Hill)			-					Y	-	-	-	-	-	150	-	-	150
C40 Eagle Harbor Phase 1			-	Y				Y	-	-	100	-	-	500	-	-	600
City Funding									260	900	760	450	150	650	-	-	3,170
Grant Totals									-	-	-	-	450	-	-	-	450
TOTALS									260	900	760	450	600	650	-	-	3,620

Amounts in thousands

Project: Eagle Harbor Drive at McDonald Creek **Number:** 00823
Location: 5530 Eagle Harbor Drive

Project Description

Description: The existing concrete culvert is perched at its outlet and a section of pipe has dropped. Shoulder settlement is an indicator there may be separations. The project provides for the repair of the existing concrete culvert, assuming trenchless methods can be employed to line the culvert.

Benefit: Preservation. Avoid a more costly replacement and mitigate failure risk.

Schedule: Design and permitting in 2017 and 2018, construction in 2019.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$200	$900	$0	$0	$0	$0	$0	$0	$1,100
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$200**	**$900**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,100**
FUNDING USES (1000's)									
Design/permitting	$200	$0							$200
Construction		$900		$0					$900
Sub-total	**$200**	**$900**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,100**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: Yeomalt Area Drainage Improvements **Number:** 00663

Location: Area bordered by Cherry, Yeomalt, Madrona and Wing Point Way

Project Description

Description: Provides for storm drainage improvements in the Yeomalt area. The City completed design in 2014 with funds received from a DOE grant for water quality improvements. This work was identified in the 2013 Area Drainage Study performed by Browne Wheeler Engineering.

Benefit: Much of the Wing Point area above Yeomalt Point was developed before regulations required conveyance systems. Currently there are drainage problems in many areas and/or existing conveyances are lacking or inadequate.

Schedule: Design completed in 2014.

Capital Funding (1000's)

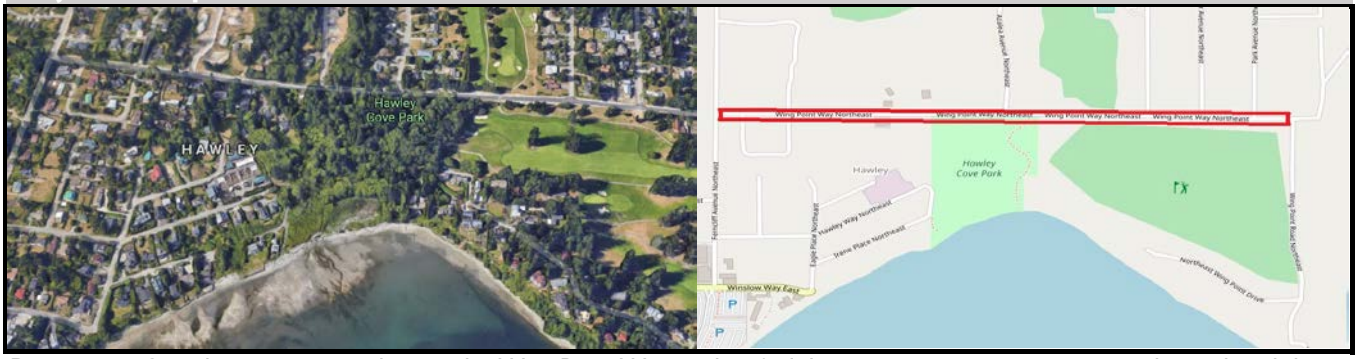
	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$60	$0	$510	$0	$0	$0	$0	$0	$570
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$60**	**$0**	**$510**	**$0**	**$0**	**$0**	**$0**	**$0**	**$570**
FUNDING USES (1000's)									
Design/permitting	$60								$60
Construction			$510						$510
Sub-total	**$60**	**$0**	**$510**	**$0**	**$0**	**$0**	**$0**	**$0**	**$570**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: Wing Point Culvert **Number:**
Location: Wing Point Way

Project Description



Description: Complete repairs to culvert under Wing Point Way as identified during prior construction project that widened the road.

Benefit: Ensures culvert can continue to provide drainage under the road ensuring protection of road surface.

Schedule: Construction in 2020.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$150	$0	$0	$0	$0	$0	$150
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$0**	**$0**	**$150**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150**
FUNDING USES (1000's)									
Design/permitting									$0
Construction			$150						$150
Sub-total	**$0**	**$0**	**$150**	**$0**	**$0**	**$0**	**$0**	**$0**	**$150**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

Project: C40 Eagle Harbor Drive Phase 1 **Number:**
Location: Wyatt to past Bucklin Hill

Project Description

Description: Current level of service E for pedestrians and D for cyclists. Provides shoulder widening on both sides. Necessitates upgrading Cooper Creek Culvert to accommodate road widening. Involves ROW acquisition. Assumes additional land will be needed to mitigate displaced wetlands. It is desirable to improve curb radius at bottom of Wyatt.

Benefit: Safety and Non Motorized Transportation Connectivity.

Schedule: YRl: preliminary design, ROW, YR2: ROW, YR3/4: ROW, permitting, design, YR5: construction.

Capital Funding (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
FUNDING SOURCES (1000's)									
General Fund	$0	$0	$90	$0	$0	$0	$500	$0	$590
Water Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sewer Fund	$0	$0	$0	$0	$0	$0	$0	$0	$0
SSWM Fund	$0	$0	$100	$0	$0	$500	$0	$0	$600
Federal Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Grant	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sub-total	**$0**	**$0**	**$190**	**$0**	**$0**	**$500**	**$500**	**$0**	**$1,190**
FUNDING USES (1000's)									
Design/permitting			$190						$190
Construction						$500	$500	$0	$1,000
Sub-total	**$0**	**$0**	**$190**	**$0**	**$0**	**$500**	**$500**	**$0**	**$1,190**

Estimated Impact on Future Operating Budget (1000's)

	Prior Yrs.	2019	2020	2021	2022	2023	2024	2025-2038	Total
Operating									
Debt Service									
Sub-total	$0	$0	$0	$0	$0	$0	$0	$0	$0

2019-2024 Capital Improvement Plan Updates and Discussion

- Overall plan updates and changes
- 2019-2020 project status
- Non-motorized project overview
- Question and answer

CITY OF BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND
TOTAL CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	**Total**
in (1000s)									
Transportation Projects	3,880	216	820	25	300	550	500	-	6,291
Transportation Grants	2,671	-	703	-	-	-	-	-	3,374
Non Motorized Projects	2,860	25	292	860	2,550	-	500	-	7,087
Non Motorized Grants	2,042	23	202	210	1,900	-	-	-	4,377
Fleet and Equipment	-	1,127	832	627	380	1,006	759	-	4,731
General Gov't Funded	-	*706*	*688*	*567*	*341*	*384*	*602*	-	3,288
Utility Funded	-	*421*	*144*	*60*	*39*	*622*	*157*	-	1,443
Facility Projects	3,310	17,192	-	-	-	-	-	-	20,502
Facility Grants	-	-	-	-	-	-	-	-	-
Water Projects	725	1,250	750	75	2,600	790	1,930	-	8,120
Water Grants	-	-	-	-	-	-	-	-	-
Sewer Projects	1,250	900	100	3,050	600	750	1,400	-	8,050
Sewer Grants	-	-	-	-	-	-	-	-	-
SSWM Projects	260	900	760	450	600	650	-	-	3,620
SSWM Grants	-	-	-	-	*450*	-	-	-	*450*
Utility Funding	2,235	3,471	1,754	3,635	3,389	2,812	3,487	-	20,783
General Govt Funding	5,337	18,117	895	1,242	1,291	934	1,602	-	29,418
Total Project Cost Less Grants	7,572	21,588	2,649	4,877	4,680	3,746	5,089	-	50,201
Grant Totals	4,713	23	905	210	2,350	-	-	-	8,201
TOTAL PROJECT COST	12,285	21,610	3,554	5,087	7,030	3,746	5,089	-	58,401

CIP Updates - 2019-24 (1000's)

	Adopted Book 2019 CIP	Fall Update 2020 CIP	Variance	Notes
Transportation				
Sportsman Club/New Brooklyn	$1,100	$1,216	**$116**	Q1 Budget amendment for additional design
Non Motorized				
High School Road Safety Improvemen	$180	$227	**$47**	Q2 Budget amendment for grant increase
Fleet	$5,189	$4,731	**($458)**	Reduced to reflect prices observed in the region
Facilities				
Open Water Marina Additional Buoys	$92	$167	**$75**	Q3 Budget amendment to meet scope
Farmers Market Cover		$65	**$65**	Q4 2018 Budget amendment - new project
SSWM				
Pritchard Park Outfall	$100		**($100)**	Moved to Operating Program

CITY OF BAINBRIDGE ISLAND
TRANSPORTATION CIP (2019- 2024)
2019-2020 ADOPTED BUDGET

Project / Location	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	**Total**
TRANSPORTATION PROJECTS - 6-YEAR CIP																	
Wyatt Way Reconstruction Phase I	X	X	2,516		Y	Y			3,700	-	-	-	-	-	-	-	3,700
Madison - Lovell																	
Sportsman Club/New Brooklyn	X	X	858		Y				180	216	820	-	-	-	-	-	1,216
Intersection Imprv.																	
Country Club Rd Reconstruction & Drainage Improvements			-		Y				-	-	-	25	250	-	-	-	275
Past Toe Jam to Seawall																	
Manitou Beach Road Stabilization (Phase 1)			-		Y				-	-	-	-	50	500	-	-	550
Murden Cove to Falk																	
Manitou Beach Road Stabilization (Phase 2)			-		Y				-	-	-	-	-	50	500	-	550
Falk to Skiff																	
City Funding									1,209	216	117	25	300	550	500	-	2,917
Grant Totals									2,671	-	703	-	-	-	-	-	3,374
TOTALS									3,880	216	820	25	300	550	500	-	6,291

Wyatt Way Reconstruction – Anticipated construction Summer 2020

Sportsman/New Brooklyn Intersection – Council design review December 2019

CITY OF BAINBRIDGE ISLAND
FLEET AND EQUIPMENT CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

Project	Grant Eligible	Grant Awarded	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	2019	2020	2021	2022	2023	2024	Total
FLEET & EQUIPMENT - 6-YEAR CIP (1000s)														
Police Vehicles (5)			1,473					330	208	219	230	237	249	1,473
Broom Sweeper				96				96	-	-	-	-	-	96
Chipper				95				95	-	-	-	-	-	95
Van					49	12		61	-	-	-	-	-	61
PUP Trailer				13			13	26	-	-	-	-	-	26
Dump Truck Cab/Chassis				138			138	276	-	-	-	-	-	276
Light Duty Pick Up			11	11	11	11	11	55	-	-	-	-	-	55
SUV			12		23		23	58	-	-	-	-	-	58
Slope Mower and Trailer							60	60	-	-	-	-	-	60
Video Inspection Camera						35	35	70	-	-	-	-	-	70
Heavy Duty Pickup			19	76				-	95	-	-	-	-	95
Van					14	56		-	70	-	-	-	-	70
Medium Duty Pickup Truck					59	15		-	74	-	-	-	-	74
Light Duty Pick Up			60					-	60	-	-	-	-	60
Manlift				325				-	325	-	-	-	-	325
Track Excavator				160				-	-	160	-	-	-	160
Medium Duty Pickup				66				-	-	66	-	-	-	66
Medium Duty Pickup			20	20	20	20	20	-	-	100	-	-	-	100
Police Motorcycle			41					-	-	41	-	-	-	41
Police Motorcycle			41					-	-	41	-	-	-	41
Light Duty Pickup			13	13	13	13	13	-	-	-	65	-	-	65
Light Duty Pickup			65					-	-	-	65	-	-	65
Police Boat Trailer			20					-	-	-	20	-	-	20
Vactor Truck						231	231	-	-	-	-	462	-	462
Heavy Duty Pickup					59		59	-	-	-	-	118	-	118
Heavy Duty Pickup			24	95				-	-	-	-	119	-	119
Light Duty Pickup			14	14	14	14	14	-	-	-	-	70	-	70
Light Duty Pickup			14	14	14	14	14	-	-	-	-	-	70	70
Light Duty Pickup			70					-	-	-	-	-	70	70
Van						92	23	-	-	-	-	-	115	115
Police Boat			95					-	-	-	-	-	95	95
Loader				160				-	-	-	-	-	160	160
TOTALS								1,127	832	627	380	1,006	759	4,731

CITY OF BAINBRIDGE ISLAND
FACILITIES CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
FACILITIES PROJECTS - 6-YEAR CIP																	
City Dock			-	Y					-	30	-	-	-	-	-	-	30
Waterfront Park																	
Police and Municipal Court Building			-	Y					3,100	16,900	-	-	-	-	-	-	20,000
Police Station/Court																	-
AM Radio			-	Y					100	50	-	-	-	-	-	-	150
EOC																	
Fueling System				Y					90	-	-	-	-	-	-	-	90
Public Works Facility																	
Open Water Marina Additional Buoys				Y					20	147	-	-	-	-	-	-	167
Marina																	
Farmers Market Cover				Y					-	65	-	-	-	-	-	-	65
Farmers Market																	
City Total									3,310	17,192	-	-	-	-	-	-	20,502
Grant Totals									-	-	-	-	-	-	-	-	-
TOTALS									3,310	17,192	-	-	-	-	-	-	20,502

CITY OF BAINBRIDGE ISLAND
WATER CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

Project	Location	Grant Eligible	General Comp	Strts Comp	Wtr Comp	Swr Comp	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	**Total**
WATER PROJECTS - 6-YEAR CIP (1000s)																
SR 305 Olympic Drive Non-Motorized Improvements	Olympic Drive			Y	Y			175	-	-	-	-	-	-	-	175
Rockaway Intertie	Rockaway				Y			250	-	-	-	-	-	-	-	250
Wyatt Way Reconstruction	Wyatt Way				Y			150	-	-	-	-	-	-	-	150
High Zone Improvements	High School/New Brooklyn				Y			150	-	750	-	-	-	-	-	900
Chlorine Generator Upgrades	Various				Y			-	250	-	-	-	-	-	-	250
New Storage Tank	New Brooklyn				Y			-	1,000	-	-	2,250	-	-	-	3,250
Fire Flow Improvements	Winslow				Y			-	-	-	75	350	-	-	-	425
Well Development/Rehab	Pritchard Park				Y			-	-	-	-	-	200	-	-	200
Pipeline Improvements	Shephard Way				Y			-	-	-	-	-	50	300	-	350
Emergency Generator	Head of the Bay				Y			-	-	-	-	-	40	130	-	170
Water Treatment Improvements	Head of the Bay				Y			-	-	-	-	-	500	1,500	-	2,000
City Project Funding								725	1,250	750	75	2,600	790	1,930	-	8,120
Grant Totals								-	-	-	-	-	-	-	-	-
TOTALS								725	1,250	750	75	2,600	790	1,930	-	8,120

Winslow Water System Water Storage Tank – Predesign before Council October 2019

CITY OF BAINBRIDGE ISLAND
SEWER CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

Project	Location and/or Phase	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
SEWER PROJECTS - 6-YEAR CIP (1000s)																		
Pump Station/Force Main Upgrade	NTW/New Brooklyn/ Madison			-				Y		700	-	-	-	-	-	-	-	700
Rehabilitate Pump Station (Old Treatment Plant)	Old Treatment Plant			-				Y		550	-	-	-	-	-	-	-	550
Rehabilitate Pumps	Sunday Cove			-				Y		-	150	-	-	-	-	-	-	150
Pump Station & Force Main	Wood Ave			-				Y		-	750	-	2,500	-	-	-	-	3,250
Rehabilitate Pump Station (Wing Point)	Wing Point			-				Y		-	-	100	450	-	-	-	-	550
Rehabilitate Pump Station (Island Terrace)	Island Terrace			-				Y		-	-	-	100	400	-	-	-	500
Install Gravity Sewers	Sunday Cove			-				Y		-	-	-	-	200	450	-	-	650
Rehabilitate Pump Station (Lower Lovell)	Lower Lovell			-				Y		-	-	-	-	-	100	500	-	600
Extend WWTP Outfall	Wing Point			-						-	-	-	-	-	200	900	-	1,100
City Total										1,250	900	100	3,050	600	750	1,400	-	8,050
Grant Total										-	-	-	-	-	-	-	-	-
TOTALS										1,250	900	100	3,050	600	750	1,400	-	8,050

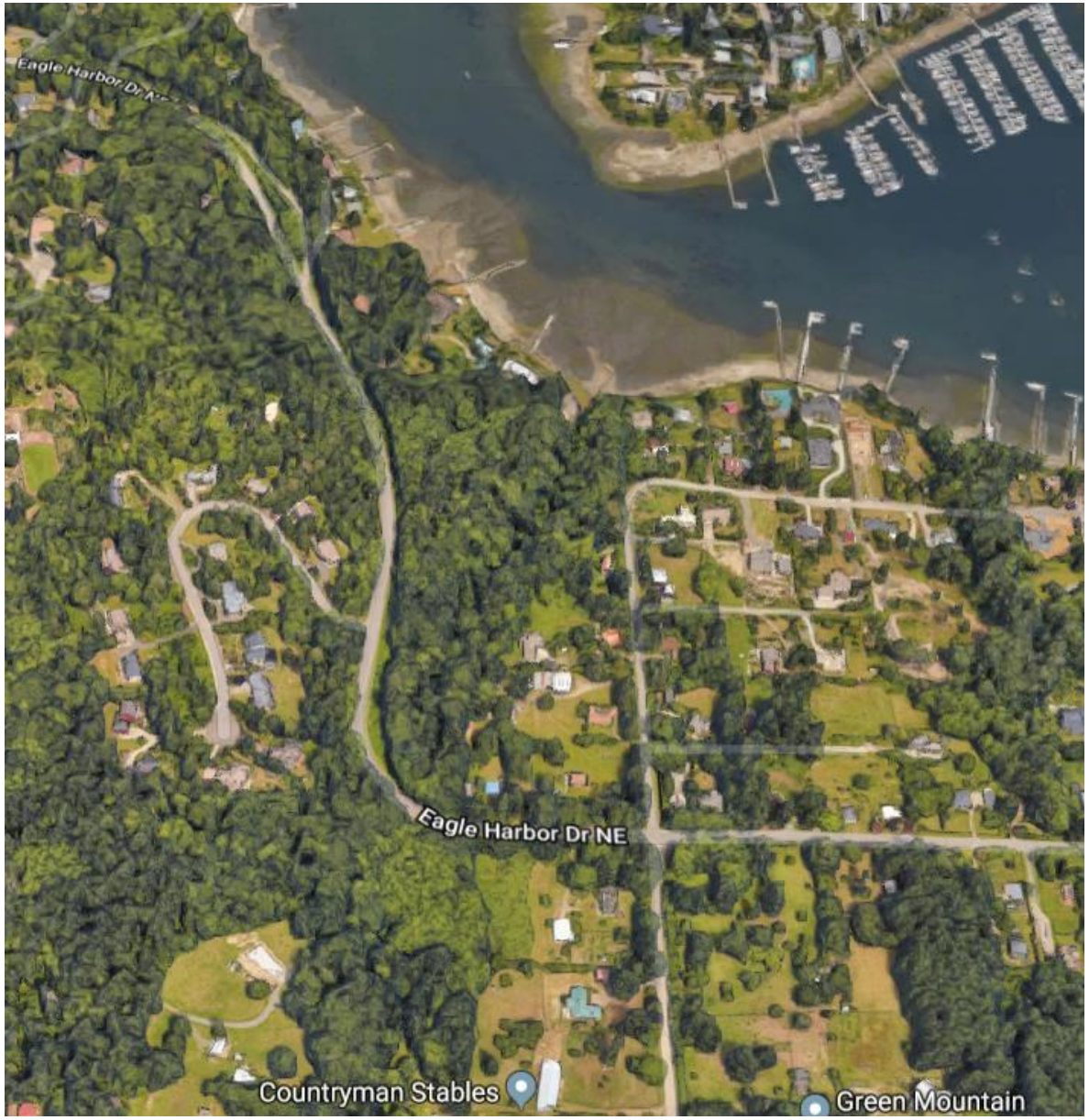
Madison Force Main – Construction Summer 2020

Wood/Lovell Pump Station and Beach Mains – begin design in 2020

CITY OF BAINBRIDGE ISLAND
STORMWATER CIP (2019 - 2024)
2019-2020 ADOPTED BUDGET

Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Component	Wtr Component	Swr Component	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
STORMWATER PROJECTS - 6-YEAR CIP (1000s)																	
Eagle Hrbr. Dr. @ McDonald Creek Culvert			-					Y	200	900	-	-	-	-	-	-	1,100
Yeomalt Area Drainage Improvements			-					Y	60	-	510	-	-	-	-	-	570
Wing Point Culvert			-					Y	-	-	150	-	-	-	-	-	150
Blakely Ave. Drainage Improvements			-					Y	-	-	-	450	-	-	-	-	450
Springbrook Creek Restoration and Culvert Replacement	x		450					Y	-	-	-	-	600	-	-	-	600
Blakely Falls Creek Culvert (Halls Hill)			-					Y	-	-	-	-	-	150	-	-	150
C40 Eagle Harbor Phase I			-	Y				Y	-	-	100	-	-	500	-	-	600
City Funding									260	900	760	450	150	650	-	-	3,170
Grant Totals									-	-	-	-	450	-	-	-	450
TOTALS									260	900	760	450	600	650	-	-	3,620

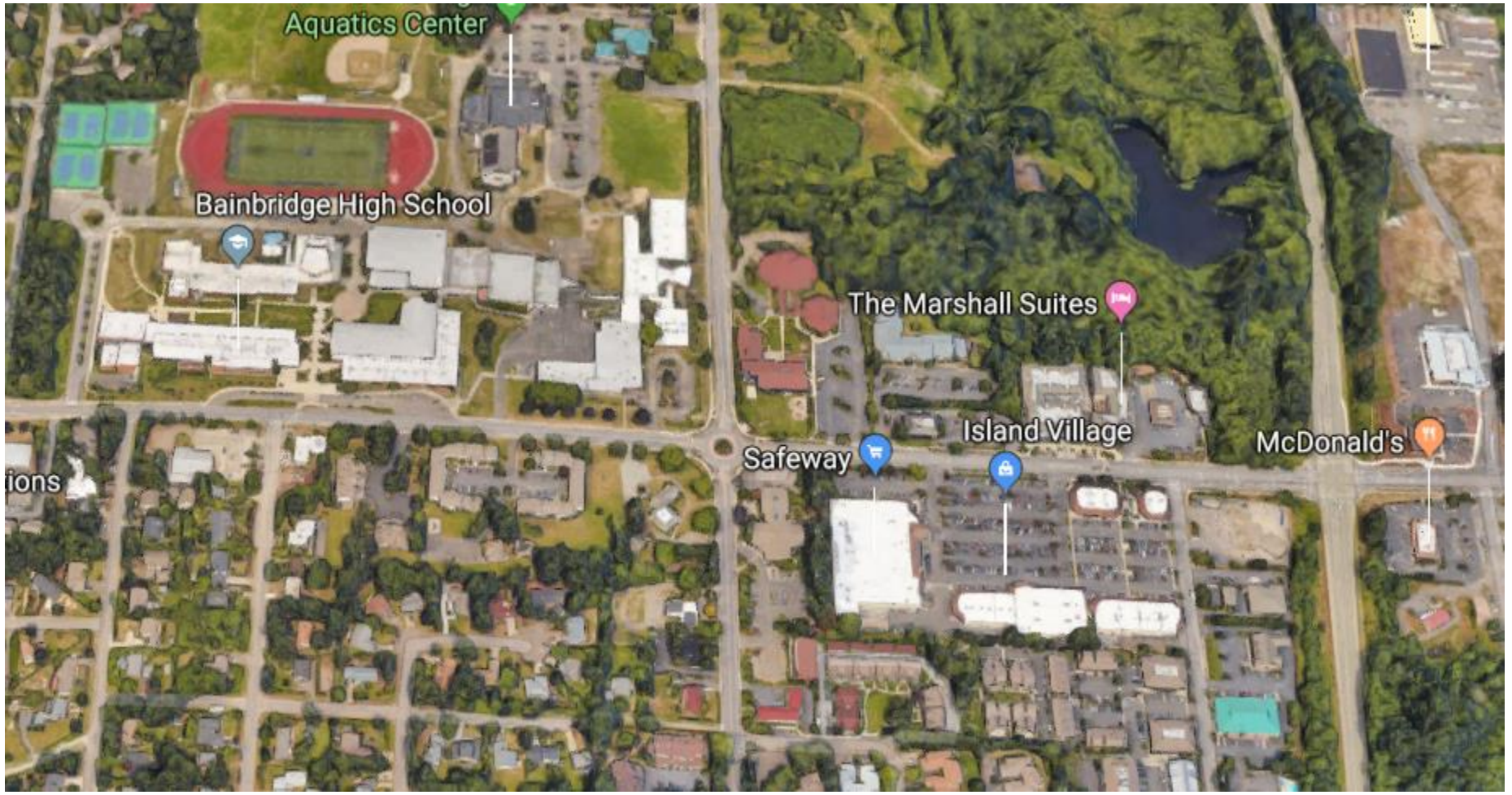
Eagle Harbor Culvert – construction in 2020 (pending environmental review)



CITY OF BAINBRIDGE ISLAND
NON-MOTORIZED TRANSPORTATION CIP (2019- 2024)
2019-2020 ADOPTED BUDGET

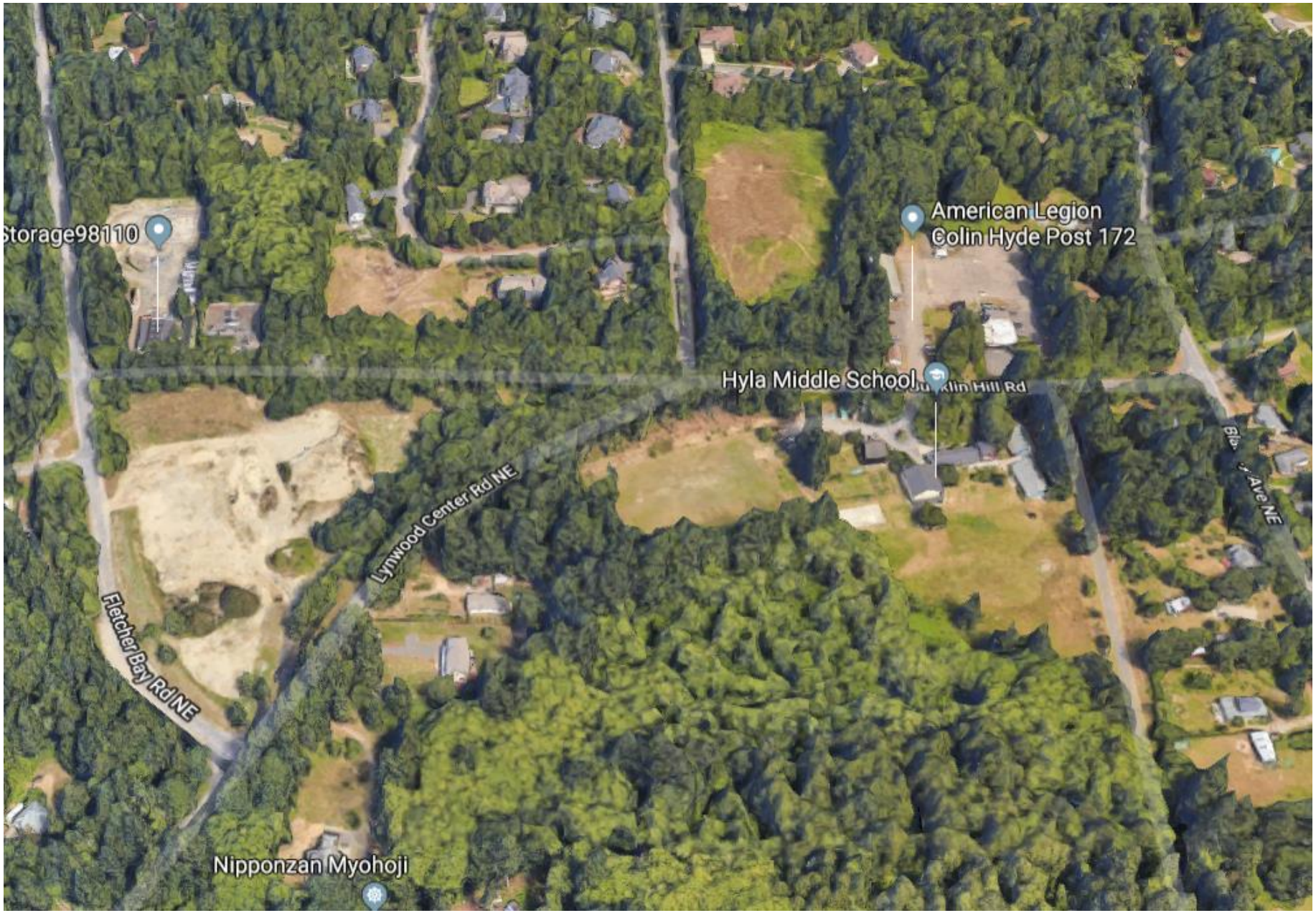
Project	Grant Eligible	Grant Awarded	Grant Funds	General Comp	Strts Comp	Wtr Comp	Swr Comp	SSWM Comp	Prior Years	2019	2020	2021	2022	2023	2024	2025 - 2038	Total
NON-MOTORIZED PROJECTS - 6-YEAR CIP																	
SR305/Olympic Drive Non Motorized	X	X	2,042		Y	Y			2,813	-	-	-	-	-	-	-	2,813
Harbor Dr. to Winslow Way																	
High School Road Safety Improvements	X	X	225						-	25	202	-	-	-	-	-	227
SR305 to Grow																	
Madison Avenue Sidewalk Improvements	X	X	1,410		Y				-	-	-	260	1,750	-	-	-	2,010
Wyatt to High School																	
C40 - Bucklin Ph 2	X		-		Y				47	-	-	600	-	-	-	-	647
Blakely - Fletcher Bay																	
C40 - Eagle Harbor - Phase 1	X		-		Y			Y	-	-	90	-	-	-	500	-	590
Wyatt - Past Bucklin																	
C40 - Eagle Harbor - Phase 2	X		700						-	-	-	-	800	-	-	-	800
Past Bucklin to Eagle																	
City Project Funding									818	3	90	650	650	-	500	-	2,711
Grant Totals									2,042	23	202	210	1,900	-	-	-	4,377
TOTALS									2,860	25	292	860	2,550	-	500	-	7,087

High School Road Safety – construction 2020 (100% grant funded)



Madison Sidewalk – grant funded for 2022 (not secured)

C-40 Bucklin Hill Phase 2 – Streets funded; construction 2021



Eagle Harbor Phase 1 – Streets funded; construction 2024

Eagle Harbor Phase 2 – Grant funded (not secured); construction 2022

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:40 PM) Set the Public Hearing for Ordinance No. 2019-28 Adopting Mid-Biennium Budget Modifications to the Final Budget ending December 2020 - Finance,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION:

I move to schedule a public hearing on October 22, 2019 regarding Ordinance No. 2019-28 related to Adopting Mid-Biennium Budget Modifications to the Final Budget ending December 2020.

SUMMARY:

This agenda item is for the City Council to consider mid-biennium amendments to the City's 2020 budget and Capital Improvement Plan, and schedule a public hearing for October 22, 2019.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND:

The City of Bainbridge Island prepares a biennial budget, which provides a financial plan for two years. Most recently, the Council adopted the 2019-2020 Budget late in the fall of 2018. City administration is now proposing a limited number of adjustments to the 2020 Adopted Budget for consideration. Mid-biennium adjustments do not propose significant changes to the programs and services currently offered by the City.

At the October 1, 2019, Council meeting, there was an initial presentation of the modifications to the 2020 Adopted Budget. That presentation is attached for background. There is time on this agenda for further

discussion and questions. Additional time will be set aside on the October 22, 2019 agenda for Council discussion and a public hearing.

ATTACHMENTS:

Ordinance No. 2019-28 Adopting Mid-Biennium Modifications to the Final Budget ending December 2020.docx

2020 Expenditures by Fund Exhibit A to Ordinance 2019-28.pdf

2020 Budget Modifications for CC 100119.pptx

FISCAL DETAILS:

Total change in 2020 ending fund balance for Tax-Supported Funds is an increase of $194,623. Total change in 2020 ending fund balance for the Water Fund is an increase of $45,000. Total change in 2020 ending fund balance for the Sewer Fund is an increase of $146,000.

Fund Name(s):

Coding:

ORDINANCE NO. 2019-28

AN ORDINANCE of the City of Bainbridge Island, Washington, adopting mid-biennium modifications to the final budget of the City for fiscal year ending December 31, 2020, which is the second year of the biennial budget.

WHEREAS, the City of Bainbridge Island adopted Ordinance No. 2008-11 providing for a biennial budget process for years after 2010; and

WHEREAS, on November 27, 2018, the City of Bainbridge Island adopted a biennial budget for 2019 and 2020; and

WHEREAS, the City adopted Ordinance No. 2013-23 providing for a mid-biennial review of the budget; and

WHEREAS, modifications to the budget were submitted to the City Manager with estimates of revenues, and based on requests from all departments for expenditures for the fiscal year ending December 31, 2020 (these dates being prior to the dates required by law); and

WHEREAS, the modifications to the biennial budget were presented to the City Council at a City Council meeting on October 1, 2019; and

WHEREAS, on October 22, 2019, pursuant to Chapter 2.82 of the Bainbridge Island Municipal Code and RCW 35A.34.130, the City Council held a public hearing regarding this ordinance and the proposed modifications to the biennial budget; and

WHEREAS, the City Council met regarding the proposed modifications to the biennial budget on November 12, 2019, for the purpose of adopting a final budget for 2020 and at which meeting the City Council made such changes as it deemed necessary and proper.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON DOES ORDAIN AS FOLLOWS:

Section 1. The budget for the fiscal year 2020 is hereby modified and adopted as the result of the City's mid-biennium review. The entire modified budget document is to be placed on file with the office of the City Clerk for public inspection.

Section 2. Attached hereto as Exhibit A (to the 2020 Modified Budget) are the totals of budgeted expenditures for each separate fund and the aggregate totals for all such funds combined in summary form for the modified budget.

Section 3. The City Manager may authorize transfers of budget authority within a fund as needed but may not transfer budget authority from one fund to another without the prior approval of the City Council.

Section 4. Because the amounts of revenues and expenditures to be recorded in the Building and Development Services Fund are not clearly fixed and because the Building and Development Services Fund receives operating transfers from the General Fund, this Budget authorizes additional amounts to be spent from the Building and Development Services Fund and to be covered by additional operating transfers from the General Fund provided that the total expenditures for these two funds shall be no more than the amount authorized by this ordinance.

Section 5. A complete copy of the final budget for 2020, as modified by the mid-biennium review, together with a copy of this ordinance shall be transmitted by the City Clerk to the Division of Municipal Corporations of the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall take effect on January 1, 2020.

PASSED by the City Council this __ day of _____, 2019.

APPROVED by the Mayor this __ day _____, 2019.

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK:	October 1, 2019
PASSED BY THE CITY COUNCIL:	_____ __, 2019
PUBLISHED:	_____ __, 2019
EFFECTIVE DATE:	January 1, 2020
ORDINANCE NO.:	2019-28

ATTACHED: EXHIBIT A

CITY OF BAINBRIDGE ISLAND - 2020 MODIFIED BUDGET

SUMMARY BY FUND

Exhibit A
ORDINANCE NO. 2019-28

CITY FUNDS		2020 EXPENDITURES
001	GENERAL FUND	18,581,779
101	STREET FUND	3,804,319
103	REAL ESTATE EXCISE TAX FUND	2,788,126
104	CIVIC IMPROVEMENT FUND	275,000
108	AFFORDABLE HOUSING FUND	114,500
171	TRANSPORTATION BENEFIT FUND	402,000
173	TRANSPORTATION IMPACT FEE FUND	117,000
201	GO BOND FUND	1,466,157
203	LID BOND FUND	44,179
301	CAPITAL CONSTRUCTION FUND	6,112,000
401	WATER OPERATING FUND	2,819,553
402	SEWER OPERATING FUND	4,569,126
403	STORM & SURFACE WATER FUND	2,843,929
407	BUILDING & DEVELOPMENT FUND	3,369,762
501	EQUIPMENT RENTAL & REVOLVING	83,148
	TOTAL EXPENDITURES	**47,390,578**

CITY OF BAINBRIDGE ISLAND

2020 Mid-Biennium Budget Modifications

October 1, 2019

Expense Modifications

- Capital Requests
  - High School Road Safety Improvements grant award - $52,000
    - to reflect additional grant funding.
- Operations Requests
  - Emergency management training - $10,000
    - 1 Wilderness First Responder class and two refresher classes.
  - Closed captioning hardware and software - $63,000
    - to reflect Americans With Disabilities Act requirements.
  - Cencom 911 – Records retention software - $150,000
    - City's portion of Cencom updating records retention system

Expense Modifications - con't

- Operations Requests con't
  - Waterfront park underground power project- $50,000
    - to support PSE project to underground power.
  - Waterfront park car charging stations- $25,000
    - to install electric car charging stations along Brien Dr.

Expense Modifications – con't

- Technical requests reflect decisions that have already been approved
  - Transportation benefit rate increase - $200,000
    - Per Council action to increase car tab fees from $20 to $30.
  - Water rate increase - $45,000
    - Per Council action to increase water rates.
  - Sewer rate increase - $146,000
    - Per Council action to increase sewer rates.

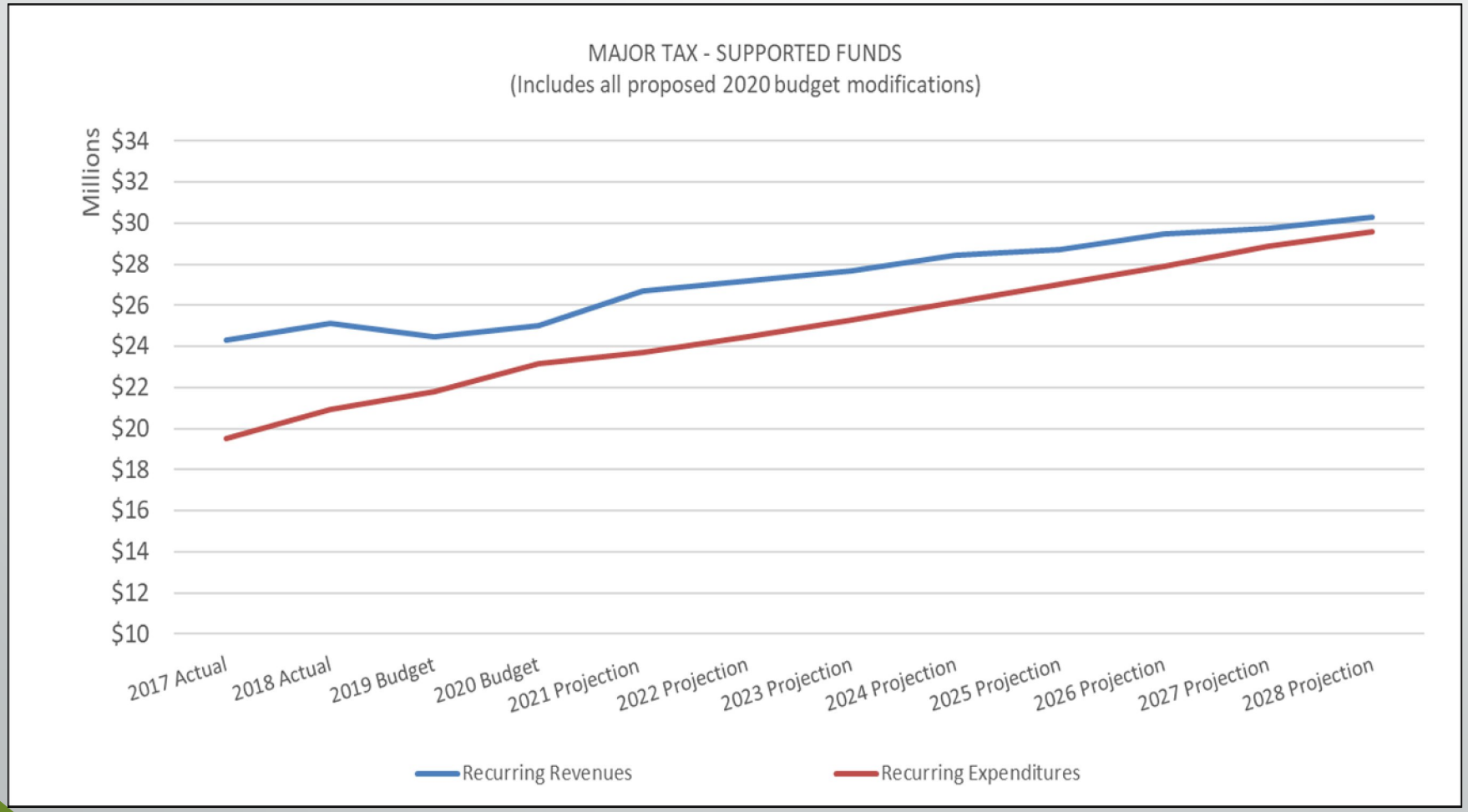
Expense Modifications – con't

- Technical requests con't
  - Kitsap County Department of Emergency Management (KCDEM) - $22,000
    - Per Council action to complete a new ILA for additional services.
  - Lodging tax advisory committee contract awards for 2020 - $15,000
    - To match planned revenue.
  - Annual debt payments for the Police and Municipal Court Building – ($231,195)
    - To reflect lower debt service payments than originally planned.
  - Annual debt payments for 2007 and 2008 LTGO bonds – ($98,428)
    - To reflect lower debt service payments due to refunding

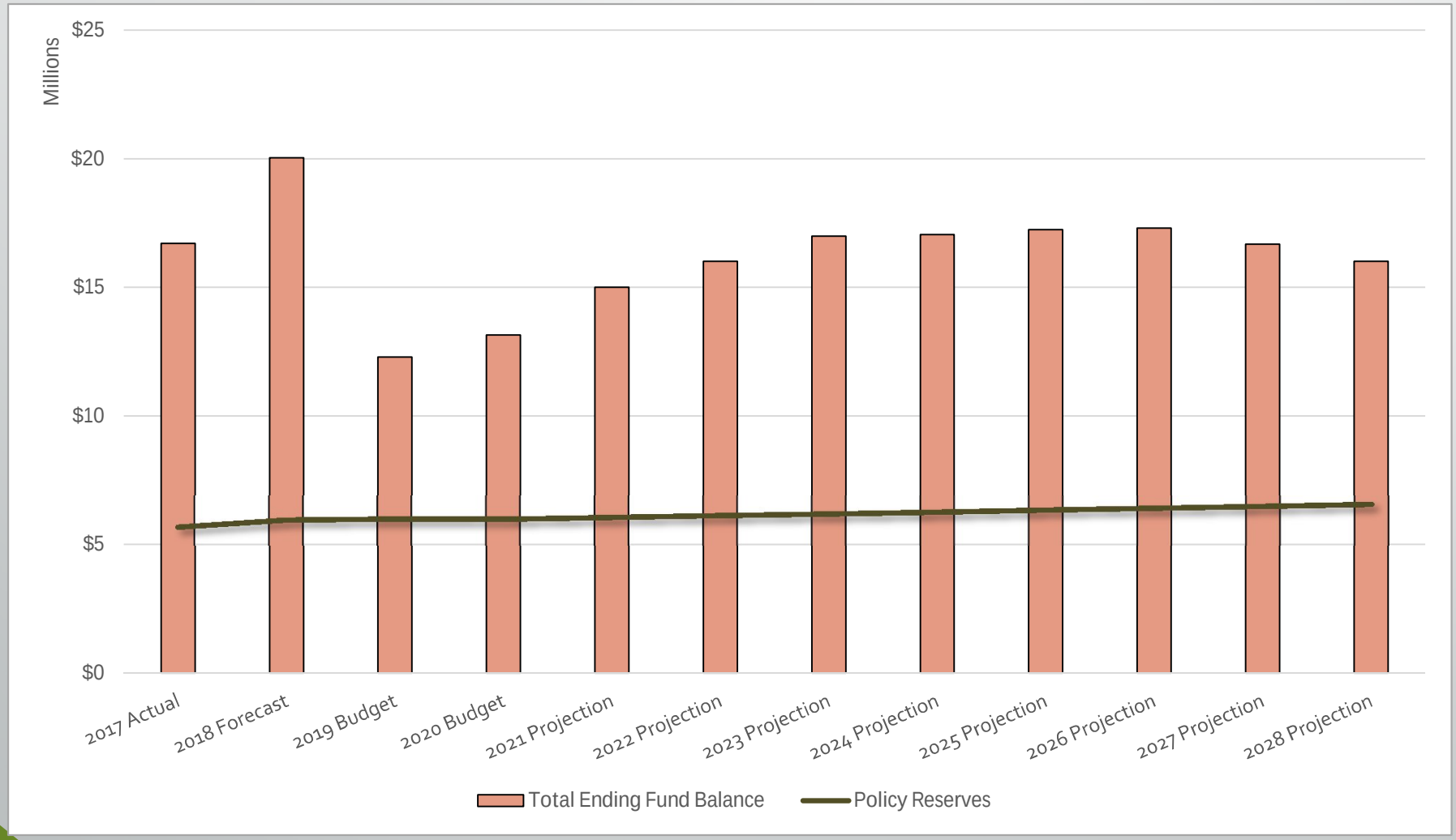
Total Change in Fund Balance

- Total change in tax supported fund balance is a gain of $194,623
- Total change in Water fund balance is a gain of $45,000
- Total change in Sewer fund balance is a gain of $146,000

Recurring Revenues vs Recurring Expenses



Ending Fund Balance
Major Tax Supported Funds



Next Steps

Oct. 8, 2019

Business Meeting – 1st reading of the Ordinance and scheduling a public hearing.

Business meeting –

Public Hearing and consider forwarding to the consent agenda

Oct. 22, 2019

Questions?

Discussion

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (7:50 PM) Set the Public Hearing for Ordinance No. 2019-27 Relating to Property Tax Levy for Collection in 2020 - Finance,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION:

I move to schedule a public hearing on October 22, 2019, regarding Ordinance No. 2019-27, Relating to Property Tax Levy for Collection in 2020.

SUMMARY:

The City must certify its desired levy amount via ordinance for 2020 by law to the county assessor no later than November 30. It must also schedule and hold a public hearing before setting the levy amount. Via this agenda item, the City Council will set the public hearing.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND:

Washington state uses a budget-based property tax system. This means that cities, as part of their annual budget process, must first establish the total dollar amount of property tax revenue they wish to generate for the upcoming year, subject to several restrictions. Once the total dollar amount is established, the levy rate is calculated based on the assessed valuation and other factors. These requirements are necessary for both annual and biennial budgets.

There are three steps to complete the necessary requirements: First, a public hearing needs to be scheduled by the Council. Second, a public hearing must take place. And third, the ordinance must be adopted by the Council that states both the dollar increase and the percentage change from the prior year. The City must certify its desired levy amount each year via ordinance to the County Assessor no later than November 30th each year in order to levy taxes for the subsequent budget year.

The 2020 proposed property tax estimate is calculated by the Kitsap County Assessor's office. The dollar increase to the 2019 total levy of $7,652,301 is $70,611, which is an increase of 0.922743%, plus an increase of $128,308 equal to the amount allowed under the new construction provisions of RCW 84.55.010, plus the tax refund amount of $30,773 for a total new levy amount of $7,881,993. Additional detail is provided on the attached sheet, which is provided by the Kitsap County Assessor's office.

In addition, Ordinance No. 2019-27 will levy $610,400 to pay the 2020 debt service cost of the 2013 Refunded Voted Open Space General Bond Obligation Bonds. The levy is equal to the amount of the debt service.

ATTACHMENTS:

Ordinance No. 2019-27 Relating to the Levy of Property Taxes for Collection in 2020.docx

City of Bainbridge Island Levy Limit Calculation 9-17-19 TY-2020

FISCAL DETAILS:

The 2019-2020 adopted biennial budget is supported by estimated property tax revenues that were forecast during the creation of the budget in 2018. The revised revenue estimates in the 2020 budget will reflect the changes after the public hearing and the Council's adoption of the ordinance take place. Property taxes are recorded as revenue in both the General Fund and the General Obligation Bond Fund.

Fund Name(s): General Fund

Coding:

ORDINANCE NO. 2019-27

AN ORDINANCE of the City of Bainbridge Island, Washington, relating to the levy of property taxes for the City of Bainbridge Island for the fiscal year commencing January 1, 2020, on all real and personal property within the City that is subject to taxation; levying both general property taxes for the purpose of providing sufficient revenue to carry on the usual activities of the City as required by law, and special levy taxes as authorized by the voters in the November 6, 2001, election.

WHEREAS, the City Council of Bainbridge Island has considered the financial requirements of the City for 2020 as set forth in the City Manager's 2020 Budget Modifications, and the amounts necessary and available to be raised by ad valorem taxes on real, personal, and utility property which are included therein; and

WHEREAS, the population of the City is greater than 10,000; and

WHEREAS, the City Council properly provided notice of and conducted the public hearing held on October 22, 2019, to consider the City's revenue sources for the City's 2020 General Fund budget; and

WHEREAS, the previous year's actual levy was $7,652,301; and

WHEREAS, the City Council, after hearing and duly considering all relevant information and testimony presented, has determined that the City requires an increase in property tax revenue from the previous year equal to 0.922743 percent of the amount levied for collection in 2020 as authorized by chapter 84.55 RCW (see, e.g., RCW 84.55.005, RCW 84.55.010), in addition to the increase resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the City and in its best interest; and

WHEREAS, at an election held on November 6, 2001, the voters of the City approved and authorized the City to issue general obligation bonds to finance the costs of acquiring and preserving forested areas, open space, wildlife habitat, and farms and agricultural lands and creating new trails and passive parks, and to levy excess property taxes to repay such bonds (referred to as the "2002 Unlimited Tax General Obligation Bonds" and the "Unlimited General Obligation Bonds, 2004"); and

WHEREAS, on June 26, 2013, the City Council approved Ordinance No. 2013-14 refunding all the 2002 bonds and most of the 2004 bonds; and

WHEREAS, the debt service on such bonds for the year 2020 will be $610,400.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, DOES ORDAIN AS FOLLOWS:

Section 1. The 2019 regular property tax levy for collection in 2020 is declared to be the previous year's levy of $7,652,301 plus an increase of $70,611, which is an increase of 0.922743 percent, plus an increase equal to the amount allowed under the new construction provisions of RCW 84.55.010 of $128,308, and any increase in the value of state-assessed property, any additional amounts resulting from any refunds made of $30,773. The total is $7,881,993.

Section 2. In addition to the City's regular property tax levy described in Section 1 above, there is levied for collection in 2020, upon all property, both real and personal within the City and within the area subject to taxation, a voter-approved special levy property tax to pay the debt service on the City's 2002 and 2004 Unlimited Tax General Obligation Bonds which were refunded in 2013. The special levy to pay the 2020 debt service on the refunded debt service amount is $610,400.

Section 3. This ordinance shall be certified to the proper Kitsap County officials, as provided by law. The taxes levied in this ordinance shall be collected and paid to the Director of Finance and Administrative Services of the City of Bainbridge Island at the time and in the manner provided by the laws of the State of Washington for the collection of taxes for non-charter code cities.

Section 4. This ordinance shall take effect on January 1, 2020, after its passage, approval and publication as required by law.

PASSED by the City Council this __ day of _____, 2019.

APPROVED by the Mayor this __ day of _____, 2019.

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, City Clerk

FILED WITH THE CITY CLERK	October 1, 2019
PASSED BY THE CITY COUNCIL	_____ __, 2019
PUBLISHED:	_____ __, 2019
EFFECTIVE DATE:	January 1, 2020

2020 TAX YEAR LEVY LIMIT CALCULATION

CITY OF BAINBRIDGE ISLAND District # 8730

Previous Year's Levy Including Any Refunds & Canceled Taxes Levied = 7,652,301

The district's resolution or ordinance must authorize any increase in terms of both the dollars and percentage over the previous year's levy. This increase is exclusive of new construction, increases in state assessed property (utilities), any annexations and refunds requested.

Highest Allowed Levy Since 1986 = 7,646,448

Differences between this amount and the previous year's levy are refunds and canceled taxes levied last year which are not included in this amount and/or any banked capacity your district may have.

1% Increase to Highest Allowed Levy = 7,722,912

This is the maximum allowed but may change to match what is authorized by resolution or is lawfully allowed for your district. It is exclusive of the items listed under the previous year's levy. The dollar and percent increase over the previous year's actual levy to collect this amount is $70,611 and 0.922743%.

Amount due to New Construction = 128,308

New construction assessed value 140,950,890 X .910304 (the prior year's levy rate) = 128,308

Amount due to Increase in Utilities = 0

This amount will be zero until the values are received from the Department of Revenue. Since this amount may be unknown when you have your budget hearings, you may want to add an amount in your budget or levy certification in order to collect any unknown amount due to an increase in utilities.

AV of Annexed Property = 0 Amount due to Annexations = 0

The amount due for annexations is set when assessed values are final in January. Districts with annexations may want to add an amount in the budget or levy certification for any increases allowed.

Current Total Assessed Value = 9,222,218,767

This amount may fluctuate until values are final in January.

Tax Refunds & Canceled Taxes less Supplements = 30,773

Please include a dollar amount for refunds and canceled taxes in your budget and or levy certification to show the district's intent to collect these amounts.

Projected Levy Rate = .851337 Maximum Levy Rate = 2.47

Maximum levy rates for cities are estimated until final levy rates for Fire and Library Districts are known.

ESTIMATED TOTAL LEVY LIMIT AMOUNT = 7,881,993

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (7:55 PM) Apply for Grant from the Department of Ecology (DOE) for the Shoreline Management Program (SMP) Periodic Review - Planning,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion **PROPOSED BY:** Planning & Community Development

RECOMMENDED MOTION:

I move to authorize the City Manager or designee to apply for the Washington State Department of Ecology grant described in this agenda item related to the City's Shoreline Master Program periodic review.

SUMMARY:

The Washington State Department of Ecology is offering $22,400 to the City of Bainbridge Island to complete its periodic review of the City's Shoreline Master Program. The deadline to apply is October 31, 2019 and the grant will expire on June 30, 2021. This is a no match or cost-share grant.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

The Shoreline Management Act requires each Shoreline Master Program ("SMP") be reviewed and revised, if needed, on an eight-year schedule established by the Legislature. Ecology is the regulatory body in charge of overseeing the City's SMP periodic review and also provides technical support and partial funding to prepare SMP periodic reviews. The periodic review ensures that the SMP stays current with changes in laws and rules, remains consistent with other City plans and regulations, and is responsive to changed circumstances, new information, and improved data. Ecology's rule outlining procedures for conducting periodic reviews are contained with WAC 173-26-090.

ATTACHMENTS:

FISCAL DETAILS: This is a no match or cost-share grant. The revenues and expenses will be charged to the general fund.

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 15 Minutes

AGENDA ITEM: (8:05 PM) Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir Pre-Design Report - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

I move to forward Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc., for approval with the October 22, 2019 Consent Agenda.

SUMMARY:

City Council to consider forwarding Amendment No. 1 to the Professional Services Agreement with Gray & Osborne, Inc., for a New High School Reservoir Pre-Design Report for approval with the October 22, 2019 Consent Agenda.

FISCAL IMPACT:

Amount:	$55,100
Ongoing Cost:	
One-Time Cost:	$55,100
Included in Current Budget?	Yes

BACKGROUND:

The City Council approved a Professional Services Agreement in the amount of $84,600 with Gray & Osborne, Inc. (G&O) at their September 12, 2017, meeting for water system improvements. As a part of that original contract, G&O prepared a series of technical memos that evaluated conditions of the existing water storage tanks and alternatives for addressing their replacement and/or addressing their relationship to the performance of the Winslow water system. The contract work also included evaluation of three alternatives for storage tank replacement types.

This new contract moves forward with a Pre-Design Report for Alternative 2 from the previous analysis: the construction of a Hydopillar reservoir and associated system improvements to facilitate the new reservoir. The term of the original agreement will be extended, and the maximum amount payable under the Agreement is increased by $55,100 for a new total maximum amount payable of $139,700.

ATTACHMENTS:

Staff Reservoir Presentation - 8 Oct 2019

Amendment No. 1 to PSA with Gray & Osborne, Inc.

Exhibit A to Amendment No. 1 to PSA with Gray & Osborne, Inc.

Professional Services Agreement with Gray & Osborne, Inc. (Executed on 9-29-17)

FISCAL DETAILS: Amendment No. 1 is for an additional $55,100 from the water fund for a revised Agreement amount of $139,700

The budget for the Water Storage tank project is $3,250,000 with no monies spent life-to-date leaving the full balance of the project available for this expense. Life-to-date expenses on this Professional Services contract is $84,600 which were previously charged in 2017, 2018 and 2019 against operating expenses.

Fund Name(s): Water Fund

Coding: 72413434-641100-00988

Winslow Water System Reservoir Replacement Project – Overview

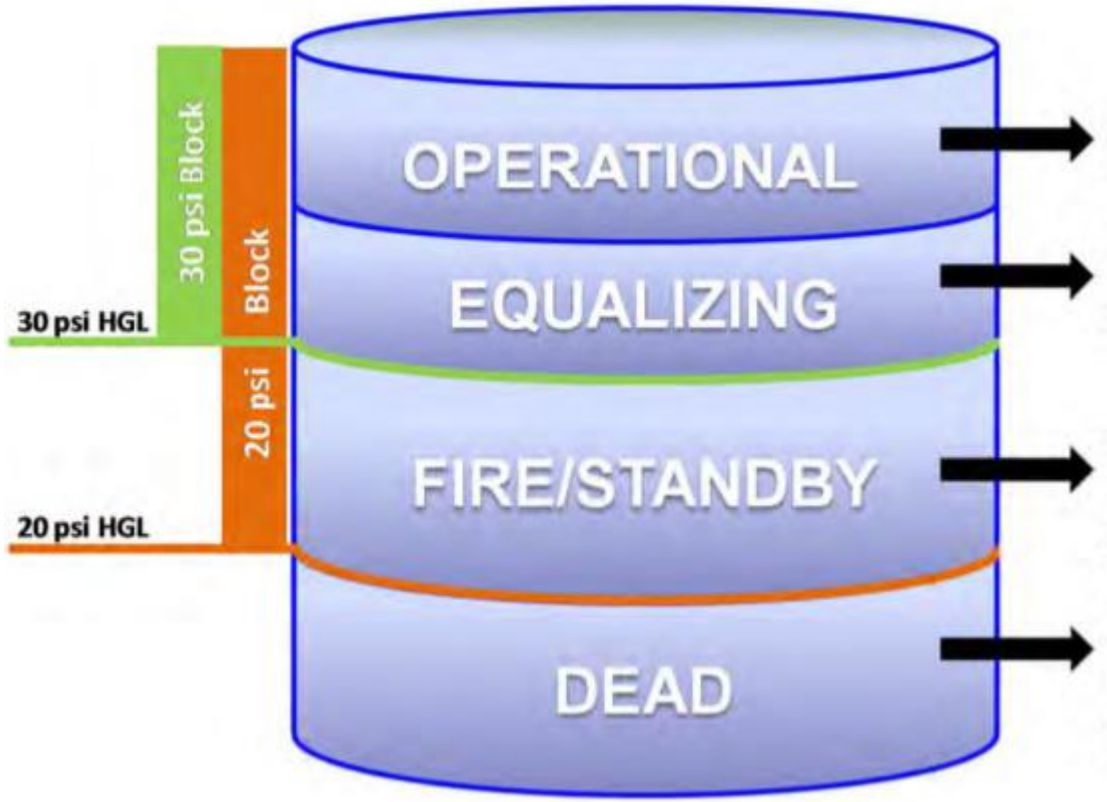
- Two existing tanks; combined 2.5 million gallons of storage
- Issue 1: **tank conditions**
- Issue 2: **tank functionality**

Winslow Water System Reservoir Replacement Project – Tank conditions

<u>1.0 MG Tank</u>

- Constructed in 1973
- Seismically deficient
- Coating needs replacement
- Foundation inadequate
- Replace this tank; mothball the second for back-up

Winslow Water System Reservoir Replacement Project – Tank functionality



Efficient water tanks maintain gravity storage for the following uses:

distribution

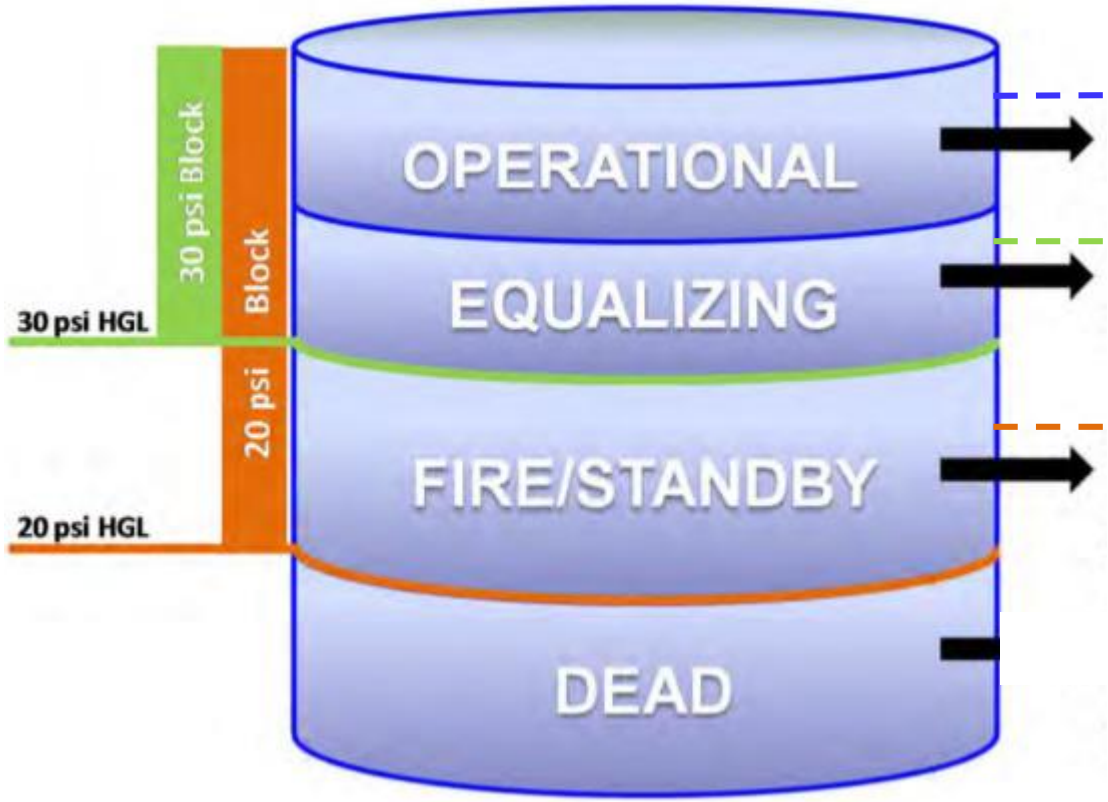
peak demands

emergencies

unavailable

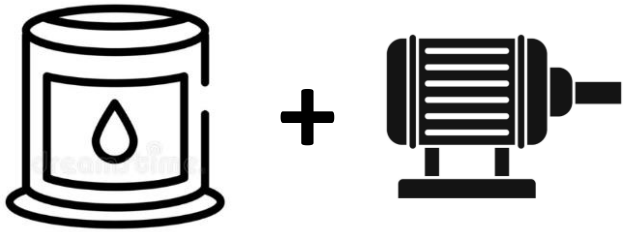
Winslow Water System Reservoir Replacement Project – Tank functionality

Due to current system demands, the current tanks operate at limited capacity:

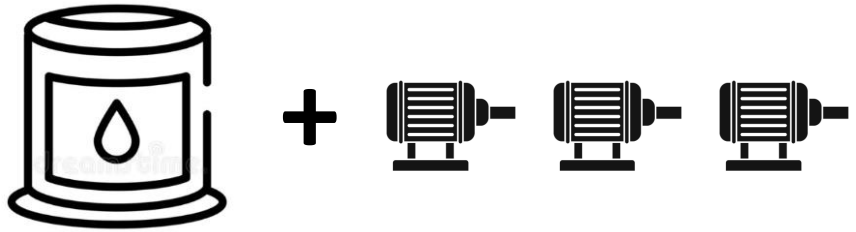


Results: lots of storage but little water available for the system, and at low pressures

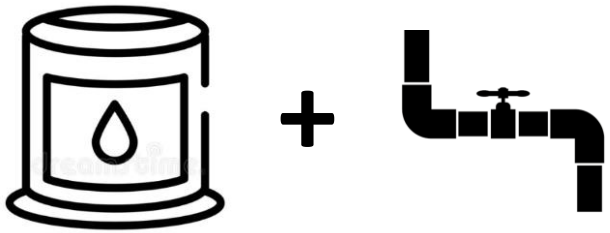
Winslow Water System Reservoir Replacement Project – Alternatives Considered



1. Tank with large pump



2. Tank with small pumps



3. Tank with inter-tie

4. Tower

Equivalent (or slightly more) storage at a higher elevation

Winslow Water System Reservoir Replacement Project – Planning for Tank/Tower

Current water demand = 4,680 ERUs

Current water capacity = 5,200 ERUs

Future demand 2052 = 7,200 ERUs (84 per year)
(based on historical)

Planned capacity 2052 = 12,000 ERUs (244 per year)
(match available water rights)

ERU: Equivalent Residential Units

Winslow Water System Reservoir Replacement Project – Next Steps

- Pre-design for water tower
- Review by State Dept. of Health
- Check-in with Council mid-2020 on design and related growth assumptions
- Final design late 2020, early 2021

ERU: Equivalent Residential Units

AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment") amends the Agreement for Professional Services ("Agreement") entered into on September 29, 2017, by the City of Bainbridge Island, a Washington State municipal corporation, ("City"), and Gray & Osborne, Inc., a Washington State corporation ("Consultant").

WHEREAS, the City and the Consultant entered into the Agreement to provide professional services in connection with designing improvements to the water system; and

WHEREAS, the City desires to retain the Consultant to conduct a predesign report for the replacement of the one million-gallon reservoir and associated appurtenances, extend the term of the Agreement, and increase the maximum amount payable under the Agreement by $55,100.

NOW, THEREFORE, the City and the Consultant agree to amend the Agreement as follows:

1. Section 2.A is hereby amended to read as follows:

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until ~~December 31, 2019~~ December 31, 2020, unless sooner terminated by either party as provided below.

2. Section 3.A is hereby amended to read as follows:

A. The City shall pay the Consultant for such services: (check one)

[X] Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of ~~Eighty Four Thousand Six Hundred Dollars ($84,600.00)~~ One Hundred Thirty Nine Thousand Seven Hundred Dollars ($139,700.00);
[ ] Fixed Sum: a total amount of $_____;
[ ] Other: $_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

3. Attachment A, Scope of Services, is hereby amended to include the new tasks set forth on Exhibit A, which is attached hereto and incorporated herein as if set forth in full.

4. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

GRAY & OSBORNE, INC.	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name_____	Morgan Smith, City Manager
Title_____	
Tax I.D. #_____	
City Bus. Lic. #_____	

EXHIBIT "A"

SCOPE OF WORK

CITY OF BAINBRIDGE ISLAND
RESERVOIR 1 IMPROVEMENTS PREDESIGN REPORT

BACKGROUND

The City of Bainbridge Island owns, operates, and maintains a public water system on Bainbridge Island in Kitsap County, Washington. The system includes approximately 11 groundwater sources, two storage reservoirs, and approximately 251,000 linear feet of pipe, all of which serve approximately 2,500 residential and commercial service connections and a population of approximately 7,200 people.

In 2017, the City of Bainbridge Island contracted with Gray & Osborne to complete the 2017 Water System Improvements Project, which served to analyze and assess specific existing facilities and to design improvements to these facilities based on the recommendations identified during the system analysis. Specifically, this project included assessing the seismic resiliency, exterior and interior coating, and water quality for the two High School Reservoirs; assessment and design of water treatment improvements at the Head of the Bay (HOB) and Sands Wellfields; design of a standby generator at the HOB wellfield; and analysis and design of improvements to address regions susceptible to low water pressure within the existing High Zone.

To date for this project, eight technical memoranda have been finalized that discuss the analysis completed for the project components listed above. One of these technical memoranda, Technical Memorandum 17614-4, found that the existing High School Reservoir 1 is seismically deficient, and the exterior coating system is at or very near the end of its service life. Technical Memoranda 17614-5 and 17614-8 investigated the existing distribution system and where it is susceptible to low service pressure due to the elevation of the existing service connections. Several alternatives were presented that would address both susceptibility to low service pressure, improve water quality within the Reservoirs as well as the distribution system, and address the deficiencies noted for Reservoir 1.

Rather than seismically retrofit and recoat Reservoir 1, the City has elected to replace Reservoir 1 with a new water storage basin. Furthermore, in order to reduce the volume of dead storage within the Reservoir, which will positively affect overall water quality within the reservoir and distribution system, the City has elected to install an elevated storage tank, or Hydropillar®.

The scope or work below highlights the work that will be provided to complete the Predesign report required for construction of a new reservoir. Design, bid assistance, and

construction management services for the new Reservoir will be provided under a separate contract, or an amendment to this contract.

SCOPE OF WORK

Gray & Osborne will perform the following tasks.

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Project Manager and senior staff members. Work will include the following:

- Procure sufficient staff resources to dedicate to the project.
- Manage and control project budget and schedule.
- Manage and provide monthly invoices.

Deliverables

- Monthly invoices

Task 2 –Reservoir 1 Predesign Report

Services shall include the preparation of a predesign report for submission to the Washington State Department of Health (DOH). The report will meet the requirements listed in WAC 246-290-110. The report will include a summary of the reservoir design criteria, impacts to surrounding areas, summary of control and operational parameters, discussion of the impacts to overall water quality, preliminary drawings/figures, and other critical information as required in WAC 246-290-110.

The predesign report will also include a discussion of the proposed modifications to the existing reservoir levels in order to create the new, higher, hydraulic zone; an evaluation of current and proposed reservoir storage volumes for 2020 as well as the 30-year planning period; an identification of potential pressure reducing valve (PRV) locations; a discussion of impacts to the overall water system operation; and the potential impact to existing well flows.

Services will also include up to two site visits for documentation of existing facilities and additional water quality and/or pump testing analysis.

Services will also include a field survey of the existing Reservoir 1 parcel. This parcel is the proposed location for the new Reservoir 1, and completion of the survey will assist G&O with the preparation of preliminary site plans for submission with the Predesign Report.

Assumptions

- City will return comments on Draft Predesign Report within 3 weeks of receipt.
- City personnel, facilities, and equipment will be made available during site visits and pump testing.
- The City's most recent Water System Planning document will be used for population and demand projections.
- Previously completed geotechnical analysis is sufficient and no additional geotechnical testing or analysis is required at this stage.
- Up to two days of field survey will be provided.
- Existing Geotechnical Investigation Report (January 4, 2018, PanGEO, Inc.) is sufficient to complete a predesign report. Additional geotechnical work is outside the scope defined herein.

Deliverables

- Draft Predesign report
- Final Predesign report

Task 3 – Quality Assurance/Quality Control

Objective: Oversee one, in-house, quality assurance/quality control (QA/QC) meeting at G&O's office during the course of the project. The meetings will include senior project staff and selected design team members.

1. One QA/QC meeting will take place prior to the submission of the Draft Predesign Report to the City.

2. Ensure incorporation of relevant recommendations and suggestions into the final Predesign Report resulting from QA/QC reviews.

3. Meet with City staff and discuss the progress of the report, topics covered, and answer questions regarding the systems/equipment proposed for installation.

Assumptions

- Project manager and project engineer will attend up to three meetings with City staff.

Deliverables

- QA/QC notes (upon request).

BUDGET

Based on the Scope of Work described above, the fee for design and construction administration services is $55,100, as shown on next page.

EXHIBIT A

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

CITY OF BAINBRIDGE ISLAND - RESERVOIR 1 IMPROVEMENTS PREDESIGN REPORT

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD Technician Hours	PLS Hours	Field Survey (2 person) Hours
Task 1 - Project Management								
Project Management	4	16	8					
Task 2 - Reservoir 1 Predesign Report								
Site Visits and Analysis		20	20					
Predesign Report	8	24	112	20	20	64	8	16
Task 3 - Quality Assurance/Quality Control								
Quality Assurance/Quality Control	4	8	8	4	4			
Review Meeting with City Staff		8	8					
Hour Estimate:	16	76	156	24	24	64	8	16
Fully Burdened Billing Rate Range:*	$135 to $200	$119 to $200	$119 to $148	$110 to $167	$120 to $190	$50 to $132	$118 to $148	$170 to $222
Estimated Fully Burdened Billing Rate:*	$170	$160	$135	$155	$155	$105	$140	$200
Fully Burdened Labor Cost:	$2,720	$12,160	$21,060	$3,720	$3,720	$6,720	$1,120	$3,200

Total Fully Burdened Labor Cost:	$	54,420
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	180
Equipment	$	500
TOTAL ESTIMATED COST:	**$**	**55,100**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Vendor # 2096 Prj # 00819
Contract # 2170065
PO # 21700158 Ret #
Org 72413434 Obj 641100
( ) Vendor (X) Vault ( ) PW

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington state municipal corporation ("City"), and Gray & Osborne, Inc., a Washington corporation ("Consultant").

WHEREAS, the City needs professional services in connection with designing improvements to the water system.

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as Attachment A and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2019, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant for such services: (check one)

[X] Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of Eighty-Four Thousand Six Hundred Dollars ($84,600.00);
[ ] Fixed Sum: a total amount of $_____;
[ ] Other: $_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

PW Engineering
Laserfiche X
Scan & Save to Proj. X
Link to Munis X

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

D. The Consultant shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided

herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection and acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain insurance as follows:

[X] Commercial General Liability as described in Attachment B.
[X] Professional Liability as described in Attachment B.
[X] Automobile Liability as described in Attachment B.
[X] Workers' Compensation as described in Attachment B.
[ ] None.

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Manager

To the Consultant:
Gray & Osborne, Inc.
701 Dexter Ave North
Suite 200
Seattle, WA 98109
Attn: Russell Porter, P.E.

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

GRAY & OSBORNE, INC.

Date: 9/29/17

By: _____

Name Michael B. Johnson

Title President

Tax I.D. # 91-0890718

City Bus. Lic. # 41770

CITY OF BAINBRIDGE ISLAND

Date: Sept. 12, 2017

By: _____
Douglas Schulze, City Manager

ATTACHMENT A

SCOPE OF SERVICES

See attached Attachment A.

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

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

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

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

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

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

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

EXHIBIT A

SCOPE OF WORK

CITY OF BAINBRIDGE ISLAND
2017 WATER SYSTEM IMPROVEMENTS

INTRODUCTION

The 2017 Water System Improvements include the following projects:

- Assess the seismic resiliency, determine the exterior and interior coating condition, and design mixing systems for the two High School Reservoirs;
- Assess and, if required, design water treatment improvements at the Head of the Bay (HOB), Fletcher Bay (FB), and Sands Wellfields to address elevated manganese, sodium, hydrogen sulfide, and chlorine demand;
- Design of standby generator at the HOB Wellfield; and
- Analyze and design improvements to address low-pressure areas for high-elevation customers in the High Zone.

The proposed scope of work included below focuses on the predesign and analysis phases of the various projects. After the predesign is completed, the requirements, effort, and scheduling of the design and construction of the projects will be more evident. Consequently, the design and any associated construction management of the projects will be completed under a separate scope of work.

SCOPE OF WORK

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Project Manager and senior staff members. Services are to include:

A. Procure sufficient staff resources to dedicate to the project.

B. Manage and control project budget and schedule.

C. Manage and provide monthly progress reports summarizing major work elements and invoices.

D. Attend project meetings. (Assume one for each submittal/milestone and one kickoff meeting.)

Task 2 – High School Reservoirs Predesign

Gray & Osborne (G&O) will perform an evaluation of the High School Reservoirs, a 1.0 MG reservoir constructed in 1973 and a 1.5 MG reservoir constructed in 1989. The reservoirs are approximately 81 and 89 feet tall and the diameters of the two tanks are approximately 46 and 53 feet, respectively. G&O will perform a general condition assessment and structural seismic analysis of the tank structure, including a sloshing wave analysis, and the supporting foundation to identify deficiencies for both reservoirs. Options for retrofits will be developed to address the deficiencies. G&O will perform an exterior and interior coating assessment of both reservoirs. G&O will also perform a mixing alternatives study and recommend mixing alternatives.

Subtask A – Geotechnical Investigation and Report

The investigation shall determine the engineering soil properties at the reservoirs. The results of the site investigation shall be summarized in a geotechnical memo, which will reference the findings of the 2000 AES geotechnical report.

City Responsibilities: Provide access for the geotechnical investigation. Dig and backfill geotechnical test pits utilizing a City backhoe and operator. Up to four pits are anticipated for both reservoirs.

Assumptions: Two weeks lead time will be provided for scheduling on-site exploration. Excess cuttings from the excavations not placed back in the hole will be spread on City property as designated by the City.

Subtask B – Existing Tank Geometry Data Collection

Determine the tank geometry including shell thickness and foundation geometries of the two reservoirs in order to conduct the seismic analysis. Includes one access coordination and safety meeting prior to commencing work.

1. Obtain record or design drawings for the two reservoirs.

2. Determine existing shell thickness using a non-destructive thickness gauge of all courses of steel.

3. Determine the approximate foundation dimensions. The foundation will be exposed at one location by vactor truck to the extent possible. No determination will be possible for foundation wall thickness.

City Responsibilities: Provide any available record or design drawings as well as access to the tank sites and tank ladders, provide vactor equipment, and backfill potholes per City standard.

Assumptions: At least 2 weeks lead time will be provided for scheduling the site visit. Plate thickness measurements shall be conducted utilizing non-destructive methods and access to the reservoir ladders.

Subtask C – Coating and Accessories Assessment

Assess the condition of the existing coating systems, existing safety features, and other accessories for potential improvements. The assessment will provide a basis of design for new coating systems and safety improvements. The coating assessment will include a review of the 2009 and 2017 DVD video inspections.

1. Exterior Assessment: The exterior coating systems will be assessed using adhesion testing and sampled for RCRA 8 Total Metals. The condition of the roof vents, overflows, roof access, and other appurtenances will be noted.

2. Interior Assessment: The interior of the tanks will be inspected from the interior through a floating inspection, as possible, to view the condition of the roof structure. Corrosion and steel deterioration is typically more severe above the waterline. The interior coating system will be assessed and sampled for RCRA 8 Total Metals. Additionally, the condition of the overflows, ladders, landings, and other appurtenances will be noted.

City Responsibilities: Provide access to the tank site and adjust water levels to allow access into the tanks.

Assumptions: Two weeks lead time will be provided and the City will provide access to the tank and lower water levels for interior access.

Subtask D – Mixing Alternatives Analysis and Technical Memorandum

Perform a mixing alternatives analysis to identify both passive and mechanical mixing options.

1. A mixing alternatives analysis will be performed to determine the possible mixing alternatives including both passive and active options.

2. Provide preliminary design and construction costs for incorporation of the preferred mixing alternative into a recoating or retrofit project.

3. Prepare a technical memorandum documenting the results of the mixing alternatives analysis.

Subtask E – Structural Seismic Analysis

Perform a structural seismic analysis of the tank shell and the foundation and identify deficiencies and options for retrofit. The findings and recommendations of the seismic analysis, as well as the coating assessment and mixing analysis, will be provided to the City in a technical memorandum.

1. Seismic analysis shall be performed according to current building codes stated below to determine structural deficiencies of each tank and associated piping. The existing tank vents will be reviewed for deficiencies for both DOH requirements and adequacy of air venting in case of a pipe break.

2. For identified deficiencies, develop options for retrofitting the reservoir to bring it into compliance with the seismic requirements of the current building code.

3. Provide preliminary construction costs and design and construction schedules for retrofit options.

4. Prepare a technical memorandum detailing the results of the seismic analysis, mixing analysis, and findings of the coatings and accessories assessment.

City Responsibilities: Provide timely response to Consultant questions. Review and provide comments on initial draft technical memorandum.

Assumptions: The structural seismic analysis will be performed in accordance with International Building Code (IBC) 2015 and AWWA D100-11.

Task 2 Deliverables: Three hardbound copies of the geotechnical report. Three hardbound copies of the draft and final technical memoranda. An electronic copy of the draft final technical memorandum including computations in PDF format compiled into a single document, emailed or on CD.

Task 3 – Well Treatment Alternatives Analysis

The City of Bainbridge Island HOB, FB, and Sands Wellfields have water quality concerns that the City would like to investigate. Some of the HOB wells have elevated levels of manganese and hydrogen sulfide, while the FB well may have elevated hydrogen sulfide levels. The Sands wells have elevated levels of sodium and a high chlorine demand. Currently, none of the sources exceeds any primary regulatory levels. The following scope of work is intended to identify potential treatment techniques, evaluate their feasibility, and recommend further pilot study work and design and implementation (to be completed under a separate contract).

Subtask A – Review Historical Water Quality Data and Identify Concerns

1. Obtain historical water quality data from the City and from the DOH Sentry website for the HOB, FB, and Sands Wellfields.

2. Review water quality information and identify potential water quality concerns with City staff.

City Responsibilities: Provide historical water quality information and allow G&O access to the HOB, FB, and Sands wells. Meet with G&O to discuss water quality concerns.

Subtask B – Collect Additional On-Site Water Quality Data

1. Perform on-site analysis for manganese, iron, hydrogen sulfide, UV 254, and other chemical parameters at the HOB, FB, and Sands wells.

2. Review water quality information and identify potential water quality constituents with City staff.

3. Identify potential methods of treatment for water quality concerns.

City Responsibilities: Allow G&O access to HOB, FB, and Sands wells. Meet with G&O to discuss water quality concerns and potential treatment methods.

Assumptions: Provide 2 weeks' notice before scheduling on-site testing. Costs for any commercial laboratory analysis will be paid directly by the City.

Subtask C – Perform Preliminary Analysis and Review of Potential Treatment Methods

1. Identify potential water treatment methods to address water quality issues identified in Subtask B.

2. Perform preliminary feasibility analysis and cost estimates on potential water treatment methods.

3. Evaluate alternatives considering cost and non-cost alternatives.

4. Identify the best water treatment methods for future investigation and recommend future pilot work to verify method efficacy.

5. Prepare a draft technical memorandum for City review.

6. Prepare a final technical memorandum after receiving City comment.

City Responsibilities: Review and comment on draft memorandum and meet with G&O to discuss City review comments and concerns.

Task 3 Deliverables: Three hardbound copies of the draft technical memorandum for City review and three hardbound copies of the final technical memorandum. An electronic copy of the draft and final technical memoranda in PDF format compiled into a single document, emailed or on CD.

Task 4 – Head of Bay Wellfield Generator Predesign

The City of Bainbridge Island intends to install backup power at the HOB Wellfield. This scope of work will prepare a predesign report to size a generator that will be designed under a separate contract and may be constructed with future water treatment improvements or as a separate stand-alone project.

Subtask A – Review Existing Information

1. Obtain City design and record drawing information for all installations at the HOB Wellfield.

2. Gather current and potential future load data.

3. Verify electrical information during on-site visit to the HOB Wellfield.

City Responsibilities: Provide record and design drawings and provide site access to the HOB Wellfield.

Subtask B – Complete Load Study and Report

1. Perform load study using load information from Subtask A.

2. Discuss potential load priorities with City staff and identify loads that will be powered by the generator. If applicable, reassess the load study with prioritized loads.

3. Discuss generator location, installation issues, and accessories including acoustical mitigation with the City.

4. Document the load study and generator recommendation in a technical memorandum.

City Responsibilities: Review the draft memorandum and meet with G&O to discuss City review comments and concerns.

Task 4 Deliverables: Three hardbound copies of the draft technical memorandum for City review and three hardbound copies of the final technical memorandum. An

electronic copy of the draft and final technical memoranda in PDF format compiled into a single document, emailed or on CD.

Task 5 – 405 Pressure Zone Predesign Memorandum

The City of Bainbridge Island has portions of its High Zone that are at high enough elevation to experience low pressures. These areas include the high school and some neighborhoods in the vicinity of the two reservoirs, and two other high points that are less developed along New Brooklyn Road. The requirement to maintain 30 psi during normal conditions and 20 psi during fire flow in all areas of the distribution system also limits the ability of the City to use most of the storage volume in the High School Reservoirs. Consequently, the City would like to explore options to address the pressures in the high areas of the existing High Zone.

Subtask A – Obtain Background Information

1. Obtain City planning and land use information to determine development potential in affected areas.

2. Obtain City demand records for high-elevation areas.

3. Review water storage analysis from the draft Water System Plan.

City Responsibilities: Provide water records, planning information, and draft Water System Plan.

Subtask B – Preliminary Alternatives Analysis

1. Identify potential solutions for addressing the low-pressure areas. Possible solutions could include but are not limited to:

    a. Developing a new pressure zone with a booster station and associated piping,

    b. Exploring serving areas along New Brooklyn Road from the water system to the north, and

    c. Investigating the installation of a booster pump station to maintain pressure in the existing High Zone during periods of low storage volume.

2. Develop initial alternatives and identify preliminary estimate costs, both capital and operation and maintenance, for the associated infrastructure.

3. Review the initial alternatives analysis and identify preferred solutions with City staff.

City Responsibilities: Meet with G&O to discuss City review comments and concerns.

Subtask C – Final Alternatives Analysis

1. Develop final alternatives and identify and estimate costs, both capital and operation and maintenance, for the associated infrastructure.

2. Review other considerations for the alternatives including permitting and constructability, and evaluate alternatives considering cost and non-cost factors.

3. Prepare a draft technical memorandum documenting the alternatives analysis and providing a recommended alternative.

4. Prepare a final technical memorandum after receiving City comment.

City Responsibilities: Review and comment on draft memorandum and meet with G&O to discuss City review comments and concerns.

Task 5 Deliverables: Three hardbound copies of the draft technical memorandum for City review and three hardbound copies of the final technical memorandum. An electronic copy of the draft and final technical memoranda in PDF format compiled into a single document, emailed or on CD.

SCHEDULE

Task	Weeks															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Kickoff Meeting																
Task 1 – Project Management																
Task 2 – Reservoir Predesign																
Geotechnical Investigation																
Geometry Data Collection																
Coating Assessment																
Mixing Alternatives Analysis																
Structural Seismic Analysis																
Task 3 – Well Treatment Alternatives Analysis																
Review Historical Water Quality Data																
Collect Additional Onsite Data																
Preliminary Analysis of Potential Treatment																
Task 4 – HOB Generator Predesign																
Review Existing Information																
Complete Load Study and Report																
Task 5 – 405 Zone Predesign Memorandum																
Obtain Background Information																
Preliminary Alternatives Analysis																
Final Alternatives Analysis																

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

City of Bainbridge Island - 2017 Water System Improvements

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	Engineer-in-Training Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD/GIS Technician Hours
Task 1 - Project Management	4	32						
Task 2 - High School Reservoir Predesign								
Subtask A - Geotechnical Report			2			2		
Subtask B - Existing Tank Geometry Data		6	4	4	8	8		
Subtask C - Coating and Condition Assessment		6		12	8	12		
Subtask D - Mixing Analysis		4		6				
Subtask E - Seismic Analysis	2	8	16	16	24	64		8
Task 3 - Well Treatment Alternatives Analysis								
Subtask A - Review Historical Data		12		8	12			
Subtask B - Collect On-Site Data		8		8	12			
Subtask C - Preliminary Analysis	2	8		16	32	4	4	
Task 4 - HOB Generator Predesign Memorandum								
Subtask A - Review Loads and Existing Record or Design Drawings		4					8	
Subtask B - Perform Load Study and Memorandum		4					32	
Task 5 - 405 Zone Predesign Memorandum								
Subtask A - Obtain Planning Information		2		4	8			
Subtask B - Preliminary Alternatives Analysis		4	8	16	32			8
Subtask C - Final Alteratives Analysis	2	8		16	16			
Quality Assurance/Quality Control	8	8	8		8	4	4	
Hour Estimate:	18	114	38	106	160	94	48	16
Fully Burdened Billing Rate Range:*	$112 to $184	$106 to $184	$106 to $145	$96 to $126	$80 to $123	$100 to $168	$103 to $184	$42 to $120
Estimated Fully Burdened Billing Rate:*	$160	$155	$140	$125	$100	$145	$150	$85
Fully Burdened Labor Cost:	$2,880	$17,670	$5,320	$13,250	$16,000	$13,630	$7,200	$1,360

Total Fully Burdened Labor Cost:	$	77,310
Direct Non-Salary Cost:		
Mileage & Expenses (mileage @ current IRS rate)	$	460
Subconsultant (Geotechnical):	$	6,209
Subconsultant Overhead (10%)	$	621
TOTAL ESTIMATED COST:	**$**	**84,600**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

ATTACHMENT "A"

SCOPE OF WORK

CITY OF BAINBRIDGE ISLAND
RESERVOIR 1 IMPROVEMENTS PREDESIGN REPORT

BACKGROUND

The City of Bainbridge Island owns, operates, and maintains a public water system on Bainbridge Island in Kitsap County, Washington. The system includes approximately 11 groundwater sources, two storage reservoirs, and approximately 251,000 linear feet of pipe, all of which serve approximately 2,500 residential and commercial service connections and a population of approximately 7,200 people.

In 2017, the City of Bainbridge Island contracted with Gray & Osborne to complete the 2017 Water System Improvements Project, which served to analyze and assess specific existing facilities and to design improvements to these facilities based on the recommendations identified during the system analysis. Specifically, this project included assessing the seismic resiliency, exterior and interior coating, and water quality for the two High School Reservoirs; assessment and design of water treatment improvements at the Head of the Bay (HOB) and Sands Wellfields; design of a standby generator at the HOB wellfield; and analysis and design of improvements to address regions susceptible to low water pressure within the existing High Zone.

To date for this project, eight technical memoranda have been finalized that discuss the analysis completed for the project components listed above. One of these technical memoranda, Technical Memorandum 17614-4, found that the existing High School Reservoir 1 is seismically deficient, and the exterior coating system is at or very near the end of its service life. Technical Memoranda 17614-5 and 17614-8 investigated the existing distribution system and where it is susceptible to low service pressure due to the elevation of the existing service connections. Several alternatives were presented that would address both susceptibility to low service pressure, improve water quality within the Reservoirs as well as the distribution system, and address the deficiencies noted for Reservoir 1.

Rather than seismically retrofit and recoat Reservoir 1, the City has elected to replace Reservoir 1 with a new water storage basin. Furthermore, in order to reduce the volume of dead storage within the Reservoir, which will positively affect overall water quality within the reservoir and distribution system, the City has elected to install an elevated storage tank, or Hydropillar®.

The scope or work below highlights the work that will be provided to complete the Predesign report required for construction of a new reservoir. Design, bid assistance, and

construction management services for the new Reservoir will be provided under a separate contract, or an amendment to this contract.

SCOPE OF WORK

Gray & Osborne will perform the following tasks.

Task 1 – Project Management

Provide overall project management and oversight of the project work by the Project Manager and senior staff members. Work will include the following:

- Procure sufficient staff resources to dedicate to the project.
- Manage and control project budget and schedule.
- Manage and provide monthly invoices.

Deliverables

- Monthly invoices

Task 2 –Reservoir 1 Predesign Report

Services shall include the preparation of a predesign report for submission to the Washington State Department of Health (DOH). The report will meet the requirements listed in WAC 246-290-110. The report will include a summary of the reservoir design criteria, impacts to surrounding areas, summary of control and operational parameters, discussion of the impacts to overall water quality, preliminary drawings/figures, and other critical information as required in WAC 246-290-110.

The predesign report will also include a discussion of the proposed modifications to the existing reservoir levels in order to create the new, higher, hydraulic zone; an evaluation of current and proposed reservoir storage volumes for 2020 as well as the 30-year planning period; an identification of potential pressure reducing valve (PRV) locations; a discussion of impacts to the overall water system operation; and the potential impact to existing well flows.

Services will also include up to two site visits for documentation of existing facilities and additional water quality and/or pump testing analysis.

Services will also include a field survey of the existing Reservoir 1 parcel. This parcel is the proposed location for the new Reservoir 1, and completion of the survey will assist G&O with the preparation of preliminary site plans for submission with the Predesign Report.

Assumptions

- City will return comments on Draft Predesign Report within 3 weeks of receipt.
- City personnel, facilities, and equipment will be made available during site visits and pump testing.
- The City's most recent Water System Planning document will be used for population and demand projections.
- Previously completed geotechnical analysis is sufficient and no additional geotechnical testing or analysis is required at this stage.
- Up to two days of field survey will be provided.
- Existing Geotechnical Investigation Report (January 4, 2018, PanGEO, Inc.) is sufficient to complete a predesign report. Additional geotechnical work is outside the scope defined herein.

Deliverables

- Draft Predesign report
- Final Predesign report

Task 3 – Quality Assurance/Quality Control

Objective: Oversee one, in-house, quality assurance/quality control (QA/QC) meeting at G&O's office during the course of the project. The meetings will include senior project staff and selected design team members.

1. One QA/QC meeting will take place prior to the submission of the Draft Predesign Report to the City.

2. Ensure incorporation of relevant recommendations and suggestions into the final Predesign Report resulting from QA/QC reviews.

3. Meet with City staff and discuss the progress of the report, topics covered, and answer questions regarding the systems/equipment proposed for installation.

Assumptions

- Project manager and project engineer will attend up to three meetings with City staff.

Deliverables

- QA/QC notes (upon request).

BUDGET

Based on the Scope of Work described above, the fee for design and construction administration services is $55,100, as shown on next page.

EXHIBIT A

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

CITY OF BAINBRIDGE ISLAND - RESERVOIR 1 IMPROVEMENTS PREDESIGN REPORT

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Engineer Hours	Electrical Engineer Hours	AutoCAD Technician Hours	PLS Hours	Field Survey (2 person) Hours
Task 1 - Project Management								
Project Management	4	16	8					
Task 2 - Reservoir 1 Predesign Report								
Site Visits and Analysis		20	20					
Predesign Report	8	24	112	20	20	64	8	16
Task 3 - Quality Assurance/Quality Control								
Quality Assurance/Quality Control	4	8	8	4	4			
Review Meeting with City Staff		8	8					
Hour Estimate:	16	76	156	24	24	64	8	16
Fully Burdened Billing Rate Range:*	$135 to $200	$119 to $200	$119 to $148	$110 to $167	$120 to $190	$50 to $132	$118 to $148	$170 to $222
Estimated Fully Burdened Billing Rate:*	$170	$160	$135	$155	$155	$105	$140	$200
Fully Burdened Labor Cost:	$2,720	$12,160	$21,060	$3,720	$3,720	$6,720	$1,120	$3,200

Total Fully Burdened Labor Cost:	$	54,420
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	$	180
Equipment	$	500
TOTAL ESTIMATED COST:	**$**	**55,100**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (8:20 PM) Department of Ecology 2019-21 Biennial Stormwater Capacity Grant Agreement/Acceptance and Budget Amendment - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:
I move that the City Council forward the Department of Ecology 2019-21 Biennial Stormwater Capacity grant acceptance in the amount of $50,000.00, and approval of a budget amendment for $50,000.00 from the Storm and Surface Water Management (SSWM) Fund, thereby increasing the spending authority, to the October 22, 2019 consent agenda.

SUMMARY:
City Council to consider forwarding the Department of Ecology 2019-21 Biennial Stormwater Capacity grant acceptance in the amount of $50,000.00, and associated budget amendment, to the October 22,2019 consent agenda.

FISCAL IMPACT:

Amount:	$50,000.00
Ongoing Cost:	
One-Time Cost:	$50,000.00
Included in Current Budget?	No

BACKGROUND: The Washington State Department of Ecology made Municipal Stormwater Capacity grants available to Phase I and Phase II Permittees starting in 2008 and continue to date in order to implement and/or manage municipal stormwater programs. These grant funds are specifically provided to support the National Pollutant Discharge Elimination Systems (NPDES) Municipal Stormwater Phase Permit requirements and to improve and protect water quality in Washington State.

The funds will help the City develop and implement various programs and tasks required by the NPDES Phase II permit such as education and outreach, illicit discharge detention and storm system investigation and

maintenance. City staff will continue to submit quarterly reports and invoices to the Department of Ecology. There are no contributing matching funds required for this grant. Upon Council approval, a proposed budget amendment will be included in the 4th quarter budget adjustment reporting.

Our standard practice for operating grants such as this one is to bring a request to the City Council prior to application. Due to the recurring nature of this grant cycle, and the ability of the funding to support the current budgeted work plan, the staff mistakenly moved forward with solicitation of the grant before seeking a request to apply. In the future, we will ensure that the Council has an opportunity to review and provide direction on operating grant applications.

ATTACHMENTS:

Water Quality Stormwater Capacity Agreement

FISCAL DETAILS: The Storm and Surface Water Management Fund expenditure authority fund would increase by $50,000. The amount is fully supported by grant revenues.

Fund Name(s): SSWM Fund

Coding:

Agreement No. WQSWCAP-1921-BainIs-00014

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF BAINBRIDGE ISLAND

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Bainbridge Island, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2019-2021 Biennial Stormwater Capacity Grants
Total Cost:	$50,000.00
Total Eligible Cost:	$50,000.00
Ecology Share:	$50,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	03/31/2021
Project Type:	Capacity Grant

Project Short Description:
This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:
N/A

Overall Goal:
This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

RECIPIENT INFORMATION

Organization Name: City of Bainbridge Island

Federal Tax ID: 91-6001663
DUNS Number: 023277767

Mailing Address: 280 Madison Ave N
Bainbridge Island, WA 98110

Physical Address: 280 Madison Ave N
Bainbridge Island, Washington 98110

Organization Fax: (206) 780-3724

Contacts

Project Manager	Stella Collier NPDES Permit Coordinator 280 Madison Ave N Bainbridge Island, Washington 98110 Email: scollier@bainbridgewa.gov Phone: (206) 780-3724
Billing Contact	Stella Collier NPDES Permit Coordinator 280 Madison Ave N Bainbridge Island, Washington 98110 Email: scollier@bainbridgewa.gov Phone: (206) 780-3724
Authorized Signatory	Stella R Collier NPDES Permit Coordinator 280 Madison Ave N Bainbridge Island, Washington 98110 Email: scollier@bainbridgewa.gov Phone: (206) 780-3724

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Heather R. Bartlett Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Bainbridge Island

By: _____

Stella R Collier Date

NPDES Permit Coordinator

SCOPE OF WORK

Task Number: 1 **Task Cost:** $5,000.00

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.
* Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $45,000.00

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

1) Public education and outreach activities, including stewardship activities.
2) Public involvement and participation activities.
3) Illicit discharge detection and elimination (IDDE) program activities, including:
   a) Mapping of municipal separate storm sewer systems (MS4s).
   b) Staff training.
   c) Activities to identify and remove illicit stormwater discharges.
   d) Field screening procedures.
   e) Complaint hotline database or tracking system improvements.
4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
   a) Development of an ordinance and associated technical manual or update of applicable codes.
   b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
   c) Training for plan review or inspection staff.
   d) Participation in applicable watershed planning effort.
5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
   a) Inspecting and/or maintaining the MS4 infrastructure.
   b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
6) Annual reporting activities.
7) Establishing and refining stormwater utilities, including stable rate structures.
8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARMENT approves prior to awarding funding for monitoring.
Monitoring, including:
   a) Development of applicable QAPPs.
   b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
9) Structural stormwater controls program activities (Phase I permit requirement)
10) Source control for existing development (Phase I permit requirement), including:
   a) Inventory and inspection program.
   b) Technical assistance and enforcement.
   c) Staff training.
11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment

purchases over $5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:
This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:
RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

BUDGET

Funding Distribution EG200153

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 1921 stormwater capacity
Funding Type: Grant
Funding Effective Date: 07/01/2019
Funding Expiration Date: 03/31/2021

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Type: State
Funding Source %: 100%
Description: Cap Grants-MTC Operating

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

1921 stormwater capacity	Task Total
Project Administration/Management	$ 5,000.00
Permit Implementation	$ 45,000.00
	Total: $ 50,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
1921 stormwater capacity	0.00 %	$ 0.00	$ 50,000.00	$ 50,000.00
Total		**$ 0.00**	**$ 50,000.00**	**$ 50,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.
Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.
For more suggestions visit ECOLOGY's web page, Green Purchasing,
https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.
Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.
Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.
In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.
If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (8:30 PM) Sewer Improvement Project at Hawley Way and Irene Place - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

I move to forward the Sewer Improvement Project at Hawley Way and Irene Place for further consideration as part of the October 22, 2019 Unfinished Business Agenda.

SUMMARY:

City Council to consider forwarding the Sewer Improvement Project at Hawley Way and Irene Place, consisting of the installation of seven grinder pumps, for further consideration as part of the October 22, 2019 Unfinished Business Agenda.

FISCAL IMPACT:

Amount:	TBD
Ongoing Cost:	
One-Time Cost:	TBD
Included in Current Budget?	Yes

BACKGROUND:

The Sewer Improvement Project at Hawley Way and Irene Place will re-route sewer flows from seven homes through installation of seven individual grinder pump systems and 890 linear feet of 2-inch diameter force main. The re-routing of these sewer flows will eliminate an on-going maintenance issue with the existing gravity sewer main that has surpassed it's design life and now requires bi-monthly cleaning and repairs. The engineer's estimate is $60,000.

Following the results from the October 11, 2019 bid opening, the apparent low bidder and contract amount will be presented to the City Council as part of the October 22, 2019 Unfinished Business Agenda.

ATTACHMENTS:

Hawley-Irene Sewer Imp Contract.docx

FISCAL DETAILS:

2019 Annual Sewer Improvements at $50,000 (Project 00532); and $10,000 from major maintenance operating sewer projects, for a combined $60,000.

Fund Name(s): Sewer Fund

Coding:

CITY OF BAINBRIDGE ISLAND
SMALL WORKS ROSTER CONTRACT

THIS SMALL WORKS ROSTER CONTRACT ("Contract") is entered into between the City of Bainbridge Island, a Washington State municipal corporation ("City"), and [Contractor's Name], a [Insert Type of Business Entity] ("Contractor"). In consideration of the terms and conditions set forth in this Contract, the City and the Contractor (the "Parties") agree as follows:

1. Contractor Services. The Contractor shall furnish at its own cost and expense all labor, tools, materials, and equipment required to construct and complete in a good workmanlike manner, and to the satisfaction of the City, the public works project known as the Hawley/Irene Sewer Improvements Project ("Project"). The Project is detailed in the following documents, which are attached hereto and incorporated herein by reference:

- Scope of Work (Attachment A)
- Amendments to the Standard Specifications and Special Provisions (Attachment C)
- Declaration of Retainage
- Payment and Performance Bonds
- Schedule of Prevailing Wages (see https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx)
- Guarantee Form
- Certification of Compliance with Wage Payment Statutes

2. Notice to Proceed; Time of Completion. The Contractor shall commence work within seven (7) days after the City issues a written Notice to Proceed and shall complete the work within twenty-one (21) calendar days from the City's issuance of the Notice to Proceed. The time of beginning, rate of progress, and time of completion are essential conditions of this Contract.

3. Payment.

3.1 Payment amount and procedures. The City shall pay the Contractor for all work and services covered by this Contract in an amount that shall not exceed [Write Out Cost] Dollars ($XXXXX), which amount includes all applicable sales tax. The payment amount shall exclude approved change orders, in accordance with the quantity and unit prices shown on the attached bid proposal. The Contractor shall submit, in a format acceptable to the City, monthly invoices for work and services performed in a previous calendar month. The City shall pay for the portion of the work described in the invoice that has been completed by the Contractor and approved by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the work.

3.2 Defective or Unauthorized Work. If, during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. If the Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and the Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" means all reasonable costs incurred by the City, including legal costs and attorneys' fees, beyond the maximum contract price under this Contract. The City further reserves the right to deduct the cost to complete the work, including any additional costs, from any amounts due or to become due to the Contractor.

3.3 Final Payment; Waiver of Claim. Thirty (30) days after completion and final acceptance of the Project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract, except those required to be withheld by law or agreed to in special contract provisions. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY THE CONTRACTOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

3.4 Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to the Contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries, and until settlement of any liens filed under chapter 60.28 RCW, whichever is later.

4. <u>Prevailing Wage</u>. The Contractor shall comply with and pay prevailing wages as required by chapter 39.12 RCW, as well as paying prevailing wages related to public works and building service maintenance contracts funded in part or in whole with federal funds. Federal wage laws and regulations shall be applicable. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington.

Prior to making any payment under this Contract, the Contractor shall submit to the City an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Notice from the Contractor and all subcontractors of intent to pay prevailing wages and prevailing wage rates for the Project must be posted for the benefit of the workers. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors.

In case any dispute arises regarding the prevailing rates of wages for work of a similar nature, and such dispute cannot be resolved by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington, and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060, as it may be amended in the future.

5. Indemnification and Hold Harmless.

5.1 Defense, Indemnification, and Hold Harmless. The Contractor shall defend, indemnify, and hold harmless the City, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

5.3 Inspection and Acceptance. The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

5.4 No Third Party Right of Indemnification. Nothing contained in this Contract shall be construed to create a liability or a right of indemnification in any third party.

6. Nondiscrimination and Compliance with Laws.

6.1 Nondiscrimination. The Contractor agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Contract because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

6.2 Compliance with Laws. The Contractor shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Contract.

6.3 Violation of this Section. Violation of this Section 6 shall be a material breach of this Contract and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. Job Safety.

7.1 Work Site Safety. The Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.

7.2 Trench Safety. All trenches shall be provided with adequate safety systems as required by chapter 49.17 RCW and WAC 296-155-650 and -655. The Contractor is responsible for providing the competent person and registered professional engineer required by WAC 296-155-650 and -655.

8. Utility Location. The Contractor is solely responsible for locating any underground utilities affected by the work and is deemed to be an "excavator" for the purposes of chapter 19.122 RCW. The Contractor shall be responsible for compliance with chapter 19.122 RCW including utilization of the "one call" locator system, before commencing any excavation activities.

9. Warranty and Guarantee. The Contractor shall warrant and guarantee the materials and work to be free of defects for a period of two (2) years after the City's final acceptance of the entire Project. The Contractor shall be liable for any costs, losses, expenses, or damages, including consequential damages, suffered by the City resulting from defects in the Contractor's work including, but not limited to, the cost of materials and labor expended by the City in making emergency repairs and the cost of engineering, inspection, and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.

10. Correction of Defects. The Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this work. When corrections of defects are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of the City's mailed notice of discovery, and shall complete such work within a reasonable time agreed to by both parties. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the Contractor shall pay all costs incurred by the City to perform the correction. In the event the Contractor does not accomplish

corrections within the time specified, the correction work will be otherwise accomplished by the City and all costs of same shall be paid by the Contractor.

11. Change Order/Contract Modification.

11.1 Amendments. This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified, or added to only by written change order properly signed by both parties.

11.2 Change Orders. The City may issue a written change order for any change in the work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, the Contractor must submit a written change order request to the City within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. If the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving the written change order. If the Contractor fails to require a change order within the time frame allowed, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided below.

11.3 Procedure and Protest by Contractor. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor shall, within fourteen (14) calendar days, provide a signed written notice of protest to the City that states the date of the notice of the protest, the nature and circumstances that caused the protest, the provisions of the Contract that support the protest, the estimated dollar cost, if any, of the protested work and how the estimate was determined, and an analysis of the progress schedule showing the schedule change or disruption, if applicable. The Contractor shall keep complete records of extra costs and time incurred as a result of the protested work. The City shall have access to any of the Contractor's records needed to evaluate the protest. If the City determines that a protest is valid, the City will adjust the payment for work or time by an equitable adjustment.

11.4 Failure to Protest or Follow Procedures Constitutes Waiver. By not protesting or failing to follow procedures as this section provides, the Contractor waives any additional entitlement or claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determinations).

11.5 Contractor's Duty to Complete Protested Work. Regardless of any protest, the Contractor shall proceed to promptly complete work that the City has ordered.

11.6 Contractor's Acceptance of Changes. The Contractor accepts all requirements of a change order by: (1) endorsing the change order; (2) writing a separate acceptance; or (3) not protesting in the manner this section provides. A change order that is accepted by the Contractor as provided herein shall constitute full payment and final settlement of all claims for contract time and for direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

12. Claims. The Contractor shall give written notice to the City of all claims, other than change orders, within thirty (30) days of the occurrence of events giving rise to the claim, but in no event later than the time of approval by the City for final payment. Any claim for damages, additional payment for any reason, or extension of time shall be conclusively deemed to have been waived by Contractor, unless a timely written claim is made in strict accordance with the applicable provisions of this Contract. At a minimum, a Contractor's written claim must include the information required in Section 11.3 regarding protests.

FAILURE TO PROVIDE A COMPLETE AND WRITTEN NOTIFICATION OF CLAIM IN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM.

The Contractor must, in any event, file any claim or bring any suit arising from or connected to this Contract within 120 calendar days from the date the work is completed. The Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.

13. Contractor's Risk of Loss. It is understood that the whole of the work under this Contract is to be done at the Contractor's risk, and that it/he/she has familiarized itself/himself/herself with all existing conditions and other contingencies likely to affect the work, and has made its/his/her bid accordingly, and that Contractor shall assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

14. Insurance. The Contractor shall maintain insurance as follows:

[X] Commercial General Liability as described in Attachment B.
[X] Automobile Liability as described in Attachment B.
[X] Workers' Compensation as described in Attachment B.
[X] Builders Risk as described in Attachment B.
[X] Contractors Pollution Liability as described in Attachment B.

15. Payment and Performance Bonds. The Contractor shall provide Payment and Performance bonds to the City in the amount of 100% of the Contract price and no less. The bonds must be accepted by the City prior to the execution of the Contract and shall be in a form approved by the City. The bonds shall be released thirty (30) days after the date of final acceptance of the work performed under this Contract and receipt of all necessary releases from

the Department of Revenue and the Department of Labor and Industries in settlement of any liens filed under chapter 60.28 RCW, whichever is later.

16. **Termination**. This Contract shall terminate upon satisfactory completion of the work described in the Scope of Work (Attachment A) and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials thereon and finish the work by whatever methods it may deem expedient by giving ten (10) days' written notice to the Contractor.

In the event that this Contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under this Contract until the work specified in the Scope of Work (Attachment A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by reason of such refusal, neglect, failure, or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

17. **Attorney's Fees and Costs**. If any legal proceeding is brought related to the enforcement of this Contract, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

18. **General Administration**. The Project Manager of the City shall have primary responsibility for the City under this Contract to oversee and approve all work performed as well as all financial invoices.

19. **Ownership of Documents**. On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data, or other documents or materials given to or prepared or assembled by the Contractor under this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

20. **Subletting or Assigning of Contracts**. Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other. If subcontract work is needed, prior to approval by the City, the

Contractor must verify that its first-tier subcontractors meet the bidder responsibility criteria as provided in RCW 39.04.350.

21. **Relationship of Parties**. The parties intend that an independent contractor relationship will be created by this Contract. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative, or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative, or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance, are available from the City to the Contractor or its employees, agents, representatives, or subcontractors. The Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, representatives, and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

22. **Nonwaiver of Breach**. The failure of the City to insist upon strict performance of any of the terms and rights contained in this Contract, or to exercise any option contained in this Contract in one or more instances, shall not be construed to be a waiver or relinquishment of those terms and rights and such terms and rights shall remain in full force and effect.

23. **Written Notice.** All communications regarding this Contract shall be sent to the Parties at the addresses listed below in the Contact information, unless otherwise notified. Any written notice shall become effective on delivery, but in any event on the date three (3) calendar days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract.

24. **Term.** This Contract shall be effective from the date of Contract execution through expiration of the warranty period as described in Section 9.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the later of the signature dates included below.

[CONTRACTOR NAME]	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name_____	Morgan Smith, City Manager
Title_____	
Tax I.D. #_____	
City Bus. Lic. #_____	

CITY CONTACT:

Chris Munter, PE, PMP
City of Bainbridge Island
280 Madison Ave N
Bainbridge Island, WA 98110
Phone: 206.780.3720

CONTRACTOR CONTACT:

Print Name:_____
Address:_____
_____
_____
Phone:_____
Fax: _____
Contractor License #: _____
(If this is a new contractor or if the Contractor has never conducted work with the City, a W-9 form must be attached to this Contract.)

ATTACHMENT A
PROJECT – SCOPE OF WORK
HAWLEY/IRENE SEWER IMPROVEMENTS PROJECT

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2018 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and the Special Provisions outlined in Attachment C, all of which are made a part of the Contract Documents, shall govern all of the work. The terms of the Contract shall govern in the event of a conflict with the terms of the Standard Specifications, as amended, or with the terms of the Special Provisions.

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the physical completion date, unless otherwise indicated herein.

B. No Limitation

The Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

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

4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project.

5. Contractors Pollution Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least $1,000,000 per loss, with an annual aggregate of at least $1,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs, and defense including costs and expenses incurred in the investigation, defense, or settlement of claims.

   If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is completed.

   The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

   If the scope of services as defined in this Contract includes the disposal of any hazardous materials from the job site, the Contractor must furnish to the City evidence of Pollution Liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this paragraph must be maintained in minimum amounts of $1,000,000 per loss, with an annual aggregate of at least $1,000,000.

D. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

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

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

E. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. Other Insurance Provision

The Contractor's Automobile Liability, Commercial General Liability, and Builders Risk insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Contractor's Insurance for Other Losses

The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

H. Waiver of Subrogation

The Contractor and the City waive all rights against each other, any of their Subcontractors, Sub-subcontractors, agents, and employees, each of the other, for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

J. Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to this project. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

K. Subcontractors' Insurance

The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO Additional Insured endorsement CG 20 38 04 13.

L. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

M. Failure to Maintain Insurance

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

ATTACHMENT C
AMENDMENTS TO THE STANDARD SPECIFICATIONS
AND SPECIAL PROVISIONS

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2018 Standard Specifications for Road, Bridge, and Municipal Construction.

AMENDMENTS TO THE STANDARD SPECIFICATIONS

The following Amendments to the Standard Specifications are made a part of this contract and supersede any conflicting provisions of the Standard Specifications. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

Each Amendment contains all current revisions to the applicable section of the Standard Specifications and may include references which do not apply to this particular project.

Section 1-02, Bid Procedures and Conditions
October 30, 2018

1-02.5 Proposal Forms
The first sentence of the first paragraph is revised to read:

> At the request of a Bidder, the Contracting Agency will provide a physical Proposal Form for any project on which the Bidder is eligible to Bid.

1-02.6 Preparation of Proposal
Item number 1 of the second paragraph is revised to read:

1. A unit price for each item (omitting digits more than two places to the right of the decimal point),

Section 1-05, Control of Work
August 6, 2018

1-05.9 Equipment
The following new paragraph is inserted before the first paragraph:

> Prior to mobilizing equipment on site, the Contractor shall thoroughly remove all loose dirt and vegetative debris from drive mechanisms, wheels, tires, tracks, buckets and undercarriage. The Engineer will reject equipment from the site until it returns clean.

This section is supplemented with the following:

Upon completion of the Work, the Contractor shall completely remove all loose dirt and vegetative debris from equipment before removing it from the job site.

Section 1-07, Legal Relations and Responsibilities to the Public
August 6, 2018

1-07.5(1) General

The first sentence is deleted and replaced with the following:

No Work shall occur within areas under the jurisdiction of resource agencies unless authorized in the Contract.

The third paragraph is deleted.

1-07.5(2) State Department of Fish and Wildlife

This section is revised to read:

In doing the Work, the Contractor shall:

1. Not degrade water in a way that would harm fish, wildlife, or their habitat.
2. Not place materials below or remove them from the ordinary high water line except as may be specified in the Contract.
3. Not allow equipment to enter waters of the State except as specified in the Contract.
4. Revegetate in accordance with the Plans, unless the Special Provisions permit otherwise.
5. Prevent any fish-threatening silt buildup on the bed or bottom of any body of water.
6. Ensure continuous stream flow downstream of the Work area.
7. Dispose of any project debris by removal, burning, or placement above high-water flows.
8. Immediately notify the Engineer and stop all work causing impacts, if at any time, as a result of project activities, fish are observed in distress or a fish kill occurs.

If the Work in (1) through (3) above differs little from what the Contract requires, the Contracting Agency will measure and pay for it at unit Contract prices. But if Contract items do not cover those areas, the Contracting Agency will pay pursuant to Section 1-09.4. Work in (4) through (8) above shall be incidental to Contract pay items.

1-07.5(3) State Department of Ecology

This section is revised to read:

In doing the Work, the Contractor shall:

1. Comply with Washington State Water Quality Standards.

2. Perform Work in such a manner that all materials and substances not specifically identified in the Contract documents to be placed in the water do not enter waters of the State, including wetlands. These include, but are not limited to, petroleum products, hydraulic fluid, fresh concrete, concrete wastewater, process wastewater, slurry materials and waste from shaft drilling, sediments, sediment-laden water, chemicals, paint, solvents, or other toxic or deleterious materials.

3. Use equipment that is free of external petroleum-based products.

4. Remove accumulations of soil and debris from drive mechanisms (wheels, tracks, tires) and undercarriage of equipment prior to using equipment below the ordinary high water line.

5. Clean loose dirt and debris from all materials placed below the ordinary high water line. No materials shall be placed below the ordinary high water line without the Engineer's concurrence.

6. When a violation of the Construction Stormwater General Permit (CSWGP) occurs, immediately notify the Engineer and fill out WSDOT Form 422-011, Contractor ECAP Report, and submit the form to the Engineer within 48 hours of the violation.

7. Once Physical Completion has been given, prepare a Notice of Termination (Ecology Form ECY 020-87) and submit the Notice of Termination electronically to the Engineer in a PDF format a minimum of 7 calendar days prior to submitting the Notice of Termination to Ecology.

8. Transfer the CSWGP coverage to the Contracting Agency when Physical Completion has been given and the Engineer has determined that the project site is not stabilized from erosion.

9. Submit copies of all correspondence with Ecology electronically to the Engineer in a PDF format within four calendar days.

1-07.5(4) Air Quality

This section is revised to read:

The Contractor shall comply with all regional clean air authority and/or State Department of Ecology rules and regulations.

The air quality permit process may include additional State Environment Policy Act (SEPA) requirements. Contractors shall contact the appropriate regional air pollution control authority well in advance of beginning Work.

When the Work includes demolition or renovation of any existing facility or structure that contains Asbestos Containing Material (ACM) and/or Presumed Asbestos-Containing

Material (PACM), the Contractor shall comply with the National Emission Standards for Hazardous Air Pollutants (NESHAP).

Any requirements included in Federal and State regulations regarding air quality that applies to the "owner or operator" shall be the responsibility of the Contractor.

1-07.9(2) Posting Notices

The second sentence of the first paragraph (up until the colon) is revised to read:

The Contractor shall ensure the most current edition of the following are posted:

In items 1 through 10, the revision dates are deleted.

1-07.11(2) Contractual Requirements

In this section, "creed" is revised to read "religion".

Item numbers 1 through 9 are revised to read 2 through 10, respectively.

After the preceding Amendment is applied, the following new item number 1 is inserted:

1. The Contractor shall maintain a Work site that is free of harassment, humiliation, fear, hostility and intimidation at all times. Behaviors that violate this requirement include but are not limited to:

    a. Persistent conduct that is offensive and unwelcome.

    b. Conduct that is considered to be hazing.

    c. Jokes about race, gender, or sexuality that are offensive.

    d. Unwelcome, unwanted, rude or offensive conduct or advances of a sexual nature which interferes with a person's ability to perform their job or creates an intimidating, hostile, or offensive work environment.

    e. Language or conduct that is offensive, threatening, intimidating or hostile based on race, gender, or sexual orientation.

    f. Repeating rumors about individuals in the Work Site that are considered to be harassing or harmful to the individual's reputation.

1-07.11(5) Sanctions

This section is supplemented with the following:

Immediately upon the Engineer's request, the Contractor shall remove from the Work site any employee engaging in behaviors that promote harassment, humiliation, fear or intimidation including but not limited to those described in these specifications.

1-07.11(6) Incorporation of Provisions

The first sentence is revised to read:

> The Contractor shall include the provisions of Section 1-07.11(2) Contractual Requirements (1) through (5) and the Section 1-07.11(5) Sanctions in every subcontract including procurement of materials and leases of equipment.

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

The last sentence of the first paragraph is revised to read:

> An SPCC Plan template and guidance information is available at http://www.wsdot.wa.gov/environment/technical/disciplines/hazardous-materials/spill-prevent-report.

1-07.18 Public Liability and Property Damage Insurance

Item number 1 is supplemented with the following new sentence:

> This policy shall be kept in force from the execution date of the Contract until the Physical Completion Date.

Section 1-08, Prosecution and Progress
January 7, 2019

1-08.1 Subcontracting

The first sentence of the seventh paragraph is revised to read:

> All Work that is not performed by the Contractor will be considered as subcontracting except: (1) purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready-mix concrete, off-site fabricated structural steel, other off-site fabricated items, and any other materials supplied by established and recognized commercial plants; or (2) delivery of these materials to the Work site in vehicles owned or operated by such plants or by recognized independent or commercial hauling companies hired by those commercial plants.

The following new paragraph is inserted after the seventh paragraph:

> The Contractor shall not use businesses (material suppliers, vendors, subcontractors, etc.) with federal purchasing exclusions. Businesses with exclusions are identified using the System for Award Management web page at www.SAM.gov.

1-08.7 Maintenance During Suspension

The fifth paragraph is revised to read:

> The Contractor shall protect and maintain all other Work in areas not used by traffic. All costs associated with protecting and maintaining such Work shall be the responsibility of the Contractor.

Section 2-02, Removal of Structures and Obstructions
April 2, 2018

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters
In item number 3 of the first paragraph, the second sentence is revised to read:

For concrete pavement removal, a second vertical full depth relief saw cut offset 12 to 18 inches from and parallel to the initial saw cut is also required, unless the Engineer allows otherwise.

Section 8-01, Erosion Control and Water Pollution Control
April 2, 2018

8-01.1 Description
This section is revised to read:

This Work consists of furnishing, installing, maintaining, removing and disposing of best management practices (BMPs), as defined in the Washington Administrative Code (WAC) 173-201A, to manage erosion and water quality in accordance with these Specifications and as shown in the Plans or as designated by the Engineer.

The Contracting Agency may have a National Pollution Discharge Elimination System Construction Stormwater General Permit (CSWGP) as identified in the Contract Special Provisions. The Contracting Agency may or may not transfer coverage of the CSWGP to the Contractor when a CSWGP has been obtained. The Contracting Agency may not have a CSWGP for the project but may have another water quality related permit as identified in the Contract Special Provisions or the Contracting Agency may not have water quality related permits but the project is subject to applicable laws for the Work. Section 8-01 covers all of these conditions.

8-01.2 Materials
The first paragraph is revised to read:

Materials shall meet the requirements of the following sections:

Corrugated Polyethylene Drain Pipe	9-05.1(6)
Quarry Spalls	9-13
Erosion Control and Roadside Planting	9-14
Construction Geotextile	9-33

8-01.3(1) General
This section is revised to read:

Adaptive management shall be employed throughout the duration of the project for the implementation of erosion and water pollution control permit requirements for the current condition of the project site. The adaptive management includes the selection and utilization of BMPs, scheduling of activities, prohibiting unacceptable practices, implementing maintenance procedures, and other managerial practices that when used singularly or in

combination, prevent or reduce the release of pollutants to waters of the State. The adaptive management shall use the means and methods identified in this section and means and methods identified in the Washington State Department of Transportation's Temporary Erosion and Sediment Control Manual or the Washington State Department of Ecology's Stormwater Management Manuals for construction stormwater.

The Contractor shall install a high visibility fence along the site preservation lines shown in the Plans or as instructed by the Engineer.

Throughout the life of the project, the Contractor shall preserve and protect the delineated preservation area, acting immediately to repair or restore any fencing damaged or removed.

All discharges to surface waters shall comply with surface water quality standards as defined in Washington Administrative Code (WAC) Chapter 173-201A. All discharges to the ground shall comply with groundwater quality standards WAC Chapter 173-200.

The Contractor shall comply with the CSWGP when the project is covered by the CSWGP. Temporary Work, at a minimum, shall include the implementation of:

1. Sediment control measures prior to ground disturbing activities to ensure all discharges from construction areas receive treatment prior to discharging from the site.

2. Flow control measures to prevent erosive flows from developing.

3. Water management strategies and pollution prevention measures to prevent contamination of waters that will be discharged to surface waters or the ground.

4. Erosion control measures to stabilize erodible earth not being worked.

5. Maintenance of BMPs to ensure continued compliant performance.

6. Immediate corrective action if evidence suggests construction activity is not in compliance. Evidence includes sampling data, olfactory or visual evidence such as the presence of suspended sediment, turbidity, discoloration, or oil sheen in discharges.

To the degree possible, the Contractor shall coordinate this temporary Work with permanent drainage and erosion control Work the Contract requires.

Clearing, grubbing, excavation, borrow, or fill within the Right of Way shall never expose more erodible earth than as listed below:

Western Washington (West of the Cascade Mountain Crest)	
May 1 through September 30	17 Acres

Eastern Washington (East of the Cascade Mountain Crest)	
April 1 through October 31	17 Acres

October 1 through April 30	5 Acres	November 1 through March 31	5 Acres

The Engineer may increase or decrease the limits based on project conditions.

Erodible earth is defined as any surface where soils, grindings, or other materials may be capable of being displaced and transported by rain, wind, or surface water runoff.

Erodible earth not being worked, whether at final grade or not, shall be covered within the specified time period (see the table below), using BMPs for erosion control.

Western Washington (West of the Cascade Mountain Crest)	
October 1 through April 30	2 days maximum
May 1 to September 30	7 days maximum

Eastern Washington (East of the Cascade Mountain Crest)	
October 1 through June 30	5 days maximum
November 1 through March 31	10 days maximum

When applicable, the Contractor shall be responsible for all Work required for compliance with the CSWGP including annual permit fees.

If the Engineer, under Section 1-08.6, orders the Work suspended, the Contractor shall continue to comply with this division during the suspension.

Nothing in this Section shall relieve the Contractor from complying with other Contract requirements.

8-01.3(1)A Submittals

This section's content is deleted.

This section is supplemented with the following new subsection:

8-01.3(1)A1 Temporary Erosion and Sediment Control

A Temporary Erosion and Sediment Control (TESC) plan consists of a narrative section and plan sheets that meets the Washington State Department of Ecology's Stormwater Pollution Prevention Plan (SWPPP) requirement in the CSWGP. Abbreviated TESC plans are not required to include plan sheets and are used on small projects that disturb soil and have the potential to discharge but are not covered by the CSWGP. The contract uses the term "TESC plan" to describe both TESC plans and abbreviated TESC plans. When the Contracting Agency has developed a TESC plan for a Contract, the narrative is included in the appendix to the Special Provisions and the TESC plan sheets, when required, are included in the Contract Plans. The Contracting Agency TESC plan will not include off-site areas used to directly support construction activity.

The Contractor shall either adopt the TESC Plan in the Contract or develop a new TESC Plan. If the Contractor adopts the Contracting Agency TESC Plan, the Contractor shall modify the TESC Plan to meet the Contractor's schedule, method of construction, and to include off-site areas that will be used to directly support construction activity such as equipment staging yards, material storage areas, or borrow areas. Contractor TESC Plans shall include all high visibility fence delineation shown on the Contracting Agency Contract Plans. All TESC Plans shall meet the requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109 and be adaptively managed as needed throughout construction based on site inspections and discharge samples to maintain compliance with the CSWGP. The Contractor shall develop a schedule for implementation of the TESC work and incorporate it into the Contractor's progress schedule.

The Contractor shall submit their TESC Plan (either the adopted plan or new plan) and implementation schedule as Type 2 Working Drawings. At the request of the Engineer, updated TESC Plans shall be submitted as Type 1 Working Drawings.

8-01.3(1)B Erosion and Sediment Control (ESC) Lead

This section is revised to read:

The Contractor shall identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have, for the life of the Contract, a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by the Washington State Department of Ecology. The ESC Lead must be onsite or on call at all times throughout construction. The ESC Lead shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing, adaptively managing, and maintaining temporary erosion and sediment control BMPs to assure continued performance of their intended function. Damaged or inadequate BMPs shall be corrected immediately.

2. Updating the TESC Plan to reflect current field conditions.

3. Discharge sampling and submitting Discharge Monitoring Reports (DMRs) to the Washington State Department of Ecology in accordance with the CSWGP.

4. Develop and maintain the Site Log Book as defined in the CSWGP. When the Site Log Book or portion thereof is electronically developed, the electronic documentation must be accessible onsite. As a part of the Site Log Book, the Contractor shall develop and maintain a tracking table to show that identified TESC compliance issues are fully resolved within 10 calendar days. The table shall include the date an issue was identified, a description of how it was resolved, and the date the issue was fully resolved.

The ESC Lead shall also inspect all areas disturbed by construction activities, all on-site erosion and sediment control BMPs, and all stormwater discharge points at least once every calendar week and within 24-hours of runoff events in which stormwater discharges from the

site. Inspections of temporarily stabilized, inactive sites may be reduced to once every calendar month. The Washington State Department of Ecology's Erosion and Sediment Control Site Inspection Form, located at https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit, shall be completed for each inspection and a copy shall be submitted to the Engineer no later than the end of the next working day following the inspection.

8-01.3(15) Maintenance

This section is revised to read:

Erosion and sediment control BMPs shall be maintained or adaptively managed as required by the CSWGP until the Engineer determines they are no longer needed. When deficiencies in functional performance are identified, the deficiencies shall be rectified immediately.

The BMPs shall be inspected on the schedule outlined in Section 8-01.3(1)B for damage and sediment deposits. Damage to or undercutting of BMPs shall be repaired immediately.

In areas where the Contractor's activities have compromised the erosion control functions of the existing grasses, the Contractor shall overseed at no additional cost to the Contracting Agency.

The quarry spalls of construction entrances shall be refreshed, replaced, or screened to maintain voids between the spalls for collecting mud and dirt.

Unless otherwise specified, when the depth of accumulated sediment and debris reaches approximately ⅓ the height of the BMP the deposits shall be removed. Debris or contaminated sediment shall be disposed of in accordance with Section 2-03.3(7)C. Clean sediments may be stabilized on-site using BMPs as allowed by the Engineer.

8-01.3(16) Removal

This section is revised to read:

The Contractor shall remove all temporary BMPs, all associated hardware and associated accumulated sediment deposition from the project limits prior to Physical Completion unless otherwise allowed by the Engineer. When the temporary BMP materials are made of natural plant fibers unaltered by synthetic materials the Engineer may allow leaving the BMP in place.

The Contractor shall remove BMPs and associated hardware in a way that minimizes soil disturbance. The Contractor shall permanently stabilize all bare and disturbed soil after removal of BMPs. If the installation and use of the erosion control BMPs have compacted or otherwise rendered the soil inhospitable to plant growth, such as construction entrances, the Contractor shall take measures to rehabilitate the soil to facilitate plant growth. This may include, but is not limited to, ripping the soil, incorporating soil amendments, or seeding with the specified seed.

At the request of the Contractor and at the sole discretion of the Engineer the CSWGP may be transferred back to the Contracting Agency. Approval of the Transfer of Coverage request will require the following:

1. All other Work required for Contract Completion has been completed.

2. All Work required for compliance with the CSWGP has been completed to the maximum extent possible. This includes removal of BMPs that are no longer needed and the site has undergone all Stabilization identified for meeting the requirements of Final Stabilization in the CSWGP.

3. An Equitable Adjustment change order for the cost of Work that has not been completed by the Contractor.

4. Submittal of the Washington State Department of Ecology Transfer of Coverage form (Ecology form ECY 020-87a) to the Engineer.

If the Engineer approves the transfer of coverage back to the Contracting Agency, the requirement in Section 1-07.5(3) for the Contractor's submittal of the Notice of Termination form to the Washington State Department of Ecology will not apply.

8-01.4 Measurement

This section's content is deleted and replaced with the following new subsections:

8-01.4(1) Lump Sum Bid for Project (No Unit Items)

When the Bid Proposal contains the item "Erosion Control and Water Pollution Prevention" there will be no measurement of unit or force account items for Work defined in Section 8-01 except as described in Sections 8-01.4(3) and 8-01.4(4). Also, except as described in Section 8-01.4(3), all of Sections 8-01.4(2) and 8-01.5(2) are deleted.

8-01.4(2) Item Bids

When the Proposal does not contain the items "Erosion Control and Water Pollution Prevention", Section 8-01.4(1) and 8-01.5(1) are deleted and the Bid Proposal will contain some or all of the following items measured as noted.

ESC lead will be measured per day for each day that an inspection is made and a report is filed.

Biodegradable erosion control blanket and plastic covering will be measured by the square yard along the ground slope line of surface area covered and accepted.

Turbidity curtains will be measured by the linear foot along the ground line of the installed curtain.

Check dams will be measured per linear foot one time only along the ground line of the completed check dam. No additional measurement will be made for check dams that are required to be rehabilitated or replaced due to wear.

Stabilized construction entrances will be measured by the square yard by ground slope measurement for each entrance constructed.

Tire wash facilities will be measured per each for each tire wash installed.

Street cleaning will be measured by the hour for the actual time spent cleaning pavement, refilling with water, dumping and transport to and from cleaning locations within the project limits, as authorized by the Engineer. Time to mobilize the equipment to or from the project limits on which street cleaning is required will not be measured.

Inlet protections will be measured per each for each initial installation at a drainage structure.

Silt fence, gravel filter, compost berms, and wood chip berms will be measured by the linear foot along the ground line of the completed barrier.

Wattles and compost socks will be measured by the linear foot.

Temporary curbs will be measured by the linear foot along the ground line of the completed installation.

Temporary pipe slope drains will be measured by the linear foot along the flow line of the pipe.

Coir logs will be measured by the linear foot along the ground line of the completed installation.

Outlet protections will be measured per each initial installation at an outlet location.

Tackifiers will be measure by the acre by ground slope measurement.

8-01.4(3) Reinstating Unit Items with Lump Sum Erosion Control and Water Pollution Prevention

The Contract Provisions may establish the project as lump sum, in accordance with Section 8-01.4(1) and also include one or more of the items included above in Section 8-01.4(2). When that occurs, the corresponding measurement provision in Section 8-01.4(2) is not deleted and the Work under that item will be measured as specified.

8-01.4(4) Items not included with Lump Sum Erosion Control and Water Pollution Prevention

Compost blanket will be measured by the square yard by ground slope surface area covered and accepted.

Mulching will be measured by the acre by ground slope surface area covered and accepted.

Seeding, fertilizing, liming, mulching, and mowing, will be measured by the acre by ground slope measurement.

Seeding and fertilizing by hand will be measured by the square yard by ground slope measurement. No adjustment in area size will be made for the vegetation free zone around each plant.

Fencing will be measured by the linear foot along the ground line of the completed fence.

8-01.5 Payment

This section's content is deleted and replaced with the following new subsections:

8-01.5(1) Lump Sum Bid for Project (No Unit Items)

Payment will be made for the following Bid item when it is included in the Proposal:

"Erosion Control and Water Pollution Prevention", lump sum.

The lump sum Contract price for "Erosion Control and Water Pollution Prevention" shall be full pay to perform the Work as described in Section 8-01 except for costs compensated by Bid Proposal items inserted through Contract Provisions as described in Section 8-01.4(2). Progress payments for the lump sum item "Erosion Control and Water Pollution Prevention" will be made as follows:

1. The Contracting Agency will pay 15 percent of the bid amount for the initial set up for the item. Initial set up includes the following:

   a. Acceptance of the TESC Plan provided by the Contracting Agency or submittal of a new TESC Plan,

   b. Submittal of a schedule for the installation of the BMPs, and

   c. Identifying water quality sampling locations.

2. 70 percent of the bid amount will be paid in accordance with Section 1-09.9.

3. Once the project is physically complete and copies of the all reports submitted to the Washington State Department of Ecology have been submitted to the Engineer, and, if applicable, transference of the CSWGP back to the Contracting Agency is complete, the remaining 15 percent of the bid amount shall be paid in accordance with Section 1-09.9.

8-01.5(2) Item Bids

"ESC Lead", per day.

"Turbidity Curtain", per linear foot.

"Biodegradable Erosion Control Blanket", per square yard.

"Plastic Covering", per square yard.

"Check Dam", per linear foot.

"Inlet Protection", per each.

"Gravel Filter Berm", per linear foot.

"Stabilized Construction Entrance", per square yard.

“Street Cleaning”, per hour.

“Silt Fence”, per linear foot.

“Wood Chip Berm”, per linear foot.

“Compost Berm”, per linear foot.

“Wattle”, per linear foot.

“Compost Sock”, per linear foot.

“Coir Log”, per linear foot.

“Temporary Curb”, per linear foot.

“Temporary Pipe Slope Drain”, per linear foot.

“Temporary Seeding”, per acre.

“Outlet Protection”, per each.

“Tackifier”, per acre.

“Erosion/Water Pollution Control”, by force account as provided in Section 1-09.6.

Maintenance and removal of erosion and water pollution control devices including removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these activities, and any additional Work deemed necessary by the Engineer to control erosion and water pollution will be paid by force account in accordance with Section 1-09.6.

To provide a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the Contractor’s total Bid.

8-01.5(3) Reinstating Unit Items with Lump Sum Erosion Control and Water Pollution Prevention

The Contract may establish the project as lump sum, in accordance with Section 8-01.4(1) and also reinstate the measurement of one or more of the items described in Section 8-01.4(2), except for Erosion/Water Pollution Control, by force account. When that occurs, the corresponding payment provision in Section 8-01.5(2) is not deleted and the Work under that item will be paid as specified.

8-01.5(4) Items not included with Lump Sum Erosion Control and Water Pollution Prevention

Payment will be made for each of the following Bid items when they are included in the Proposal:

“Compost Blanket”, per square yard.

“Mulching”, per acre

“Mulching with PAM”, per acre

“Mulching with Short-Term Mulch”, per acre.

“Mulching with Moderate-Term Mulch”, per acre.

“Mulching with Long-Term Mulch”, per acre.

“Seeding, Fertilizing and Mulching”, per acre.

“Seeding and Fertilizing”, per acre.

“Seeding and Fertilizing by Hand”, per square yard.

“Second Application of Fertilizer”, per acre.

“Liming”, per acre.

“Mowing”, per acre.

“Seeding and Mulching”, per acre.

“High Visibility Fence”, per linear foot.

INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2018 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- City of Bainbridge Island *Design and Construction Standards*

Contractor shall obtain copies of these publications, at Contractor's own expense.

Division 1
General Requirements

DESCRIPTION OF WORK

(March 13, 1995)
This Contract provides for the construction of individual sewer grinder pump systems on private property and force main construction, and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01.3 Definitions

(January 4, 2016 APWA GSP)

Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the Bids.

Award Date
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

Contract Execution Date
The date the Contracting Agency officially binds the Agency to the Contract.

Notice to Proceed Date
The date stated in the Notice to Proceed on which the Contract time begins.

Substantial Completion Date
The day the Engineer determines the Contracting Agency has full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint, any remaining traffic disruptions will be rare and brief, and only minor incidental work, replacement of temporary substitute facilities, plant establishment periods, or correction or repair remains for the Physical Completion of the total Contract.

Physical Completion Date
The day all of the Work is physically completed on the project. All documentation required by the Contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Completion Date
The day all the Work specified in the Contract is completed and all the obligations of the Contractor under the contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Final Acceptance Date
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive
A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.

Alternate
One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

Business Day
A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

Contract Bond
The definition in the Standard Specifications for “Contract Bond” applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a Payment Bond and a Performance Bond.

Contract Documents
See definition for “Contract”.

Contract Time
The period of time established by the terms and conditions of the Contract within which the Work must be physically completed.

Notice of Award
The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

Notice to Proceed
The written notice from the Contracting Agency or Engineer to the Contractor authorizing and directing the Contractor to proceed with the Work and establishing the date on which the Contract time begins.

Traffic
Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

Before award of a public works contract, a bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a public works project.

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

Information as to where Bid Documents can be obtained or reviewed can be found in the Call for Bids (Advertisement for Bids) for the work.

After award of the contract, plans and specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	1	Furnished automatically upon award.
Contract Provisions	1	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	Furnished only upon request.

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

1-02.5 Proposal Forms
(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda;

the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

1-02.13 Irregular Proposals

(June 20, 2017 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
   i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
   j The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
   k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   l. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:
   a. The Proposal does not include a unit price for every Bid item;
   b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
   c. Receipt of Addenda is not acknowledged;

d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
e. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders
(May 17, 2018 APWA GSP, Option B)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or does not meet Supplemental Criteria 1-7 listed in this Section.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-7 shall be provided by the Bidder as stated later in this Section.

1. **Delinquent State Taxes**

A Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

A Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.

B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (www.sam.gov).

3. **Subcontractor Responsibility**

A Criterion: The Bidder's standard subcontract form shall include the subcontractor responsibility language required by RCW 39.06.020, and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each of its subcontractors. The Bidder's subcontract form shall also include a requirement that each of its subcontractors shall have and document a similar

procedure to determine whether the sub-tier subcontractors with whom it contracts are also “responsible” subcontractors as defined by RCW 39.06.020.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a copy of its standard subcontract form for review by the Contracting Agency, and a written description of its procedure for validating the responsibility of subcontractors with which it contracts.

4. **Claims Against Retainage and Bonds**

A Criterion: The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for public works projects in the three years prior to the bid submittal date, that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its subcontractors, suppliers, and workers, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall submit a list of the public works projects completed in the three years prior to the bid submittal date that have had claims against retainage and bonds and include for each project the following information:

- Name of project
- The owner and contact information for the owner;
- A list of claims filed against the retainage and/or payment bond for any of the projects listed;
- A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

5. **Public Bidding Crime**

A Criterion: The Bidder and/or its owners shall not have been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder and/or its owners have not been convicted of a crime involving bidding on a public works contract.

6. **Termination for Cause / Termination for Default**

A Criterion: The Bidder shall not have had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder

has not had any public works contract terminated for cause or terminated for default by a government agency in the five years prior to the bid submittal date; or if Bidder was terminated, describe the circumstances. .

7. **Lawsuits**

A Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency

B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related contracts

As evidence that the Bidder meets the Supplemental Criteria stated above, the apparent low Bidder must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a written statement verifying that the Bidder meets the supplemental criteria together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with the Supplemental Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low Bidder and documentation from other Bidders as well to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the supplemental criteria.

The basis for evaluation of Bidder compliance with these mandatory and supplemental criteria shall include any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) including but not limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained directly by the Contracting Agency from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the

Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre Award Information

(August 14, 2013 APWA GSP)

Revise this section to read:

Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder:

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

Award and Execution of Contract

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful bidder on the first business day following award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within 14 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

Until the Contracting Agency executes a contract, no proposal shall bind the Contracting Agency nor shall any work begin within the project limits or within Contracting Agency-furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency.

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 7 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond
(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by

the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

Control of Work

Conformity With And Deviations From Plans And Stakes

Section 1-05.4 is supplemented with the following:

1-05.7 Removal of Defective and Unauthorized Work
(October 1, 2005 APWA GSP)

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified in a written notice from the Engineer, or fails to perform any part of the work required by the Contract Documents, the Engineer may correct and remedy such work as may be identified in the written notice, with Contracting Agency forces or by such other means as the Contracting Agency may deem necessary.

If the Contractor fails to comply with a written order to remedy what the Engineer determines to be an emergency situation, the Engineer may have the defective and unauthorized work corrected immediately, have the rejected work removed and replaced, or have work the Contractor refuses to perform completed by using Contracting Agency or other forces. An emergency situation is any situation when, in the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage to the public.

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

No adjustment in contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency's rights provided by this Section.

The rights exercised under the provisions of this section shall not diminish the Contracting Agency's right to pursue any other avenue for additional remedy or damages with respect to the Contractor's failure to perform the work as required.

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing
(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach Substantial and Physical Completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the work physically complete and ready for final inspection.

1-05.11(2) Final Inspection and Physical Completion Date

When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

The costs for power, gas, labor, material, supplies, and everything else needed to successfully complete operational testing, shall be included in the unit contract prices related to the system being tested, unless specifically set forth otherwise in the proposal.

Operational and test periods, when required by the Engineer, shall not affect a manufacturer's guaranties or warranties furnished under the terms of the contract.

1 1-05.13 Superintendents, Labor and Equipment of Contractor
(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. <u>All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the</u>

Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

1-05.18 Record Drawings
(March 8, 2013 APWA GSP)

The Contractor shall maintain one set of full size plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot

As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
- Additions - Red
- Deletions - Green
- Comments - Blue
- Dimensions- Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

Record Drawings (Minimum Bid $500.00)	Lump Sum

Payment for this item will be made on a prorated monthly basis for work completed in accordance with this section up to 75% of the lump sum bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum bid amount has been entered in the Bid Proposal for this item. The Contractor must bid at least that amount.

Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

Supplement this section with the following:

In cases of conflict between different safety regulations, the more stringent regulation shall apply.

The Washington State Department of Labor and Industries shall be the sole and paramount administrative agency responsible for the administration of the provisions of the Washington Industrial Safety and Health Act of 1973 (WISHA).

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the Contractor's plant, appliances, and methods, and for any damage or injury resulting from their failure, or improper maintenance, use, or operation. The Contractor shall be solely and completely responsible for the conditions of the project site, including safety for all persons and property in the performance of the work. This requirement shall apply continuously, and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Taxes

Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

1-07.2(3) Services

The Contractor shall not collect retail sales tax from the Contracting Agency on any contract wholly for professional or other services (as defined in Washington State Department of Revenue Rules 138 and 244).

Public Liability and Property Damage Insurance

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits, unless arrangements for use of private property are made.

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than ***7 days*** prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

Subcontracting

Section 1-08.1 is supplemented with the following:

1-08.1 Subcontracting
(November 30, 2018 APWA GSP, Option A)

The eighth paragraph is revised to read:

The Contractor shall certify to the actual amount received from the Contracting Agency and amounts paid to all firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This includes all Disadvantaged, Minority, Small, Veteran or Women's Business Enterprise firms. This Certification shall be submitted to the Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the Contract using the application available at: https://wsdot.diversitycompliance.com. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

Prosecution of Work

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work
(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.5 Time for Completion

Section 1-08.5 is supplemented with the following:

(March 13, 1995 WSDOT GSP)
This project shall be physically completed within 35 working days.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items)

Section 1-10.4(1) is supplemented with the following:

(August 2, 2004 WSDOT GSP)
The proposal contains the item “Project Temporary Traffic Control”, lump sum. The provisions of Section 1-10.4(1) shall apply.

7-17 SANITARY SEWERS

7-17.2 Materials

7-17.2 Materials is supplemented with the following:

Pipe used for sanitary sewer may be:

HDPE SR11

7-17.4 Measurement

7-17.4 Measurement is supplemented with the following:

The length of 2-In. Diam. HDPE SR11 force main will be the number of linear feet of completed installation measured along the invert. Work included for this bid item shall include trenching, locater wire, marker tape, trench backfill with native materials, and resurfacing.

7-17.5 Payment

7-17.5 Payment is supplemented with the following:

Payment will be made for each of the following Bid items that are included in the proposal:

"Force Main 2 In. Diam. HDPE SR11", per linear foot.

7-20 is added as a new section:

(******)
7-20 INDIVIDUAL PUMPING STATION

7-20.1(1) QUALITY ASSURANCE

A. The completely assembled and wired individual pumping station shall be listed by Underwriters Laboratories, Inc. to be safe and appropriate for the intended use.

B. The manufacturer proposing equipment for this project shall have at least 10 years of experience in the design and manufacture of units of similar size and performance to the specified units.

C. The individual pumping station shall be capable of reducing all components in normal domestic sewage to finely-divided particles.

7-20.1(2) SUBMITTALS

D. Shop Drawings:

1. See Division 0/1 for requirements for the mechanics and

administration of the submittal process.

2. Product technical data including:
    a. Acknowledgement that products submitted meet requirements of standards referenced.
    b. Descriptive literature, bulletins, and catalog cut sheets of the equipment.
    c. Pump performance curves showing capacity versus head, and brake horsepower.
    d. Materials of construction.
    e. Detailed drawings of complete pump assembly and tank showing all pertinent dimensions and penetrations.
    f. Alarm panel data and pump wiring diagram.
    g. Complete installation instructions, with points of electrical and plumbing connection requirements clearly shown.
    h. Details showing how the alarm panel will be installed within the alarm panel enclosure.
    i. Manufacturer's installation instructions.
3. Submit field verified influent sewer depth to verify overall tank dimensions. Provide updated plan drawings showing the routing of the sewer force main, power circuits and control circuit routing.

E. Operation and Maintenance Manuals:

1. See Division 0/1 for requirements for the mechanics and administration of the submittal process and the the content of Operation and Maintenance Manuals.
2. Manufacturer’s catalog data for each specified pump station.
3. Manufacturer’s Parts List for each specified component.
4. Manufacturer’s installation, adjustment and startup procedures for Pump Station 74.
5. Manufacturer’s periodic maintenance schedule and specific procedures.

F. Preconstruction and Post-Construction Photography:

1. For Individual Pump Stations: Prior to the start of construction, the Contractor shall take preconstruction digital photographs along the entire agreed-upon alignment of the new 1 ¼” (individual pump station) IPS force main, location of new collection valve box and cleanout box, location of new IPS, location of new IPS system control/alarm panel, and access route(s) to be used by the Contractor. Following construction, post-construction photographs shall be taken at the same vantage points as those of preconstruction photographs. Photography shall be performed in accordance with Section 1-05.4(6).
2. For Gravity Laterals: Prior to the start of construction, the Contractor shall take preconstruction digital photographs along the entire agreed-upon alignment of the new 6” sewer pipe, location of new cleanout, and access route(s) to be used by the Contractor. Following construction, post- construction photographs shall be taken at the same vantage points as those of preconstruction photographs.

Photography shall be performed in accordance with Section 1-05.4(6).

7-20.1(3) WARRANTY

The individual pumping station Manufacturer shall provide a part(s) and labor warranty on the complete station and accessories, including, but not limited to, the alarm panel for a period of 24 months after notice of Owner's acceptance. Any manufacturing defects found during the warranty period will be reported to the Manufacturer by the Owner and shall be corrected by the Manufacturer at no cost to the Owner.

7-20.2 MATERIALS

7-20.2(1) ACCEPTABLE MANUFACTURERS

A. Simplex Individual Pumping Stations

1. Model DH071, Environment One Corporation.
2. No substitutions.

7-20.2(2) GENERAL REQUIREMENTS

B. Individual Pumping Stations shall be complete factory-built and tested, individual pumping stations consisting of a removable individual pumping stations assembly (pump and motor) suitably mounted in a basin constructed of the materials specified and include electrical supply cable and electrical quick disconnect, pump removal system, discharge assembly/shut-off valve, anti-siphon valve/check valve assembly, electrical alarm panel and all necessary internal wiring and controls.

C. Pump Rated Conditions:

1. 15 GPM at 0 feet total dynamic head (TDH).
2. 11 GPM at 92 feet TDH.
3. 7.8 GPM at 185 feet TDH.
4. The pump must also be capable of operating at negative TDH without overloading the motor.

7-20.2(3) PUMP

D. Description: Integral, vertical rotor, motor driven, solids handling pump with a single mechanical seal.

E. Pump Castings: cast iron, fully epoxy coated.

F. Rotor: polished, precipitation hardened stainless steel.

G. Stator: ethylene propylene synthetic elastomer, suitable for domestic wastewater service.

7-20.2(4) GRINDER

H. Description: direct-driven by a single, one-piece motor shaft.

I. Grinder Impeller: one-piece, cutter wheel with inductively hardened cutter teeth.

J. Shredder Ring: white cast iron, stationary type.

K. Dynamically balanced.

L. Maximum Nominal Speed: 1800 rpm.

7-20.2(5) ELECTRIC MOTOR

M. Description: 1 HP, 1725 RPM, 240 Volt, 60 Hertz, 1 Phase, capacitor start, ball bearing, induction type with Class F insulation.

N. The motor shall have inherent protection against running overloads or locked rotor conditions by the use of an automatically-resetting, integral thermal overload protector incorporated into the motor.

O. Motor Armature: stainless steel.

7-20.2(6) MECHANICAL SEAL

Description: stationary ceramic seat and carbon rotating surface with faces precision lapped and held in position by a stainless steel spring.

7-20.2(7) TANKS AND ACCESS COVERS

P. Description: 70-gallon minimum capacity, dual wall, corrugated high density polyethylene with generally smooth interior walls. The tank wall and bottom shall be designed to withstand the pressure exerted by saturated soil loading at maximum burial depth.

Q. Inlet Sewer Connection: EPDM grommet fitting to accept a 4-inch Schedule 40 PVC pipe in location determined in the field by the County and homeowner. Contractor shall field verify influent sewer depth to determine exact tank height to grade and overall tank dimensions.

R. Tank Access Cover: lockable, low profile, and watertight high-density polyethylene cover with minimum load rating of 150 psi. Integral vent to atmosphere shall be sealed to maintain full watertight cover. A remote vent to atmosphere as shown on the Drawings shall be provided.

S. Station Access Cover: light weight, composite cover manhole with slip-resistant tread pattern, H-20 load rating, stainless steel recessed lifting handle and bolts, raintight connection, 36-inch minimum clear opening, fiberglass cover, painted steel ring, and galvanized steel skirt suitable for installation as shown on the Drawings. OPW Conquistador Plus Composite Cover Manhole, Model 39CD- RL10 or accepted equal.

T. Lateral Vent Connection: manufacturer's standard PVC glue joint to accept 2- inch Schedule 80 PVC vent pipe.

U. All basin wall penetrations shall be factory installed and warranted by the manufacturer to be watertight.

V. The tank shall be factory leak tested to ensure leak tightness.

W. Tank and access covers shall be located at elevation 11.0 (NGVD 29) which is 1 foot above the 100-year flood elevation. Install risers as required.

7-20.2(8) DISCHARGE PIPING AND VALVES

X. Discharge piping shall be 304 stainless steel with stainless steel ball valve rated for minimum 200 PSIG operating pressure at 150 degrees Fahrenheit.

Y. The discharge shall terminate outside the tank with a stainless steel, 1-1/4-inch Female NPT fitting.

Z. Anti-Siphon/Check Valve: A flapper-type, integral, anti-siphon check valve shall be built into the discharge piping. The check valve shall have a full-ported passageway when open. Moving parts shall be constructed of stainless steel. The check valve shall be rated for minimum 200 PSIG operating pressure at 150 degrees Fahrenheit.

AA. The discharge piping shall include a quick disconnect to easily disconnect the pump and discharge piping from the basin wall for removal and installation.

7-20.2(9) CORE UNIT

BB. The pump station shall be a wet well/dry well configuration and include a cartridge type, easily removable core assembly consisting of pump, motor, grinder, all motor controls, anti-siphon/check valve, level controls, electrical quick disconnect and wiring. The core unit shall include an integral 2-inch vent between the wet well and dry well. The core unit shall be installed in the basin by the manufacturer.

CC. A nylon rope shall be used to remove the core unit. The rope shall be tied off at a stainless steel hook near the pump station lid.

7-20.2(10) ELECTRICAL QUICK DISCONNECT AND SUPPLY CABLE

Description: NEMA 6P rated electrical quick disconnect supplied with 32 feet minimum of electrical supply cable (6 conductor 14 gauge, type SJOW cable, pre-wired and watertight to meet UL requirements), 25 feet of which is useable cable outside the station to connect to the alarm panel specified in this Section. Provide additional supply cable as required to suit the specific installation. The quick disconnect shall require no tools for connecting, seal against water before the electrical connection is made, and include radial seals to assure a watertight seal regardless of tightening torque.

7-20.2(11) CONTROLS

A. Motor Starting Controls: located in the cast iron enclosure of the core unit secured by stainless steel fasteners and shall include a redundant pump starting circuit in the event of a high-level alarm.

B. Level Sensing Controls: located in a separate enclosure from the motor starting controls and sealed via a radial type seal integrally attached to the pump assembly so that it may be removed from the station with the pump.

C. General Description: pump operation shall be controlled by monitoring the pressure changes in an integral air column connected to a pressure switch. The level detection device shall have no moving parts in direct contact with the wastewater and shall be integral to the pump core assembly in a single, readily- exchanged unit. The pump shall operate when the push to run button is depressed even with the level sensor housing removed from the pump. High- level sensing shall be accomplished by a separate air column and pressure switch. Closure of the high-level sensing device shall energize an alarm circuit as well as a redundant pump-on circuit. Pump ON/OFF and high-level alarm functions shall not be controlled by the same switch. All fasteners throughout the assembly shall be stainless steel.

D. A factory installed equalizer diaphragm that compensates for any atmospheric pressure or temperature changes shall be provided for each pump.

7-20.2(12) ALARM PANELS

E. Description: NEMA 4X rated, thermoplastic, hinged, lockable cover with padlock, UL-listed alarm panel suitable for wall mounting or pole mounting, as indicated on the Drawings.

F. The alarm panel shall contain one 15-amp, double-pole circuit breaker per pump core for the power circuit and one 15-amp single-pole circuit breaker for the alarm circuit. The panel shall contain a push-to-run feature, an internal run indicator, and a complete alarm circuit. All circuit boards in the alarm panel shall be protected with a conformal coating on both sides and the AC power circuit shall include an auto resetting fuse.

G. Alarm Panel Features: external audible and visual alarm; push-to-run switch; push-to-silence switch; and high level alarm capability.

H. The visual alarm lamp shall be inside a red, oblong lens mounted to the top of the enclosure in such a manner as to maintain NEMA 4X rating. The audible alarm shall be externally mounted on the enclosure, capable of 93 dB at 2 feet. The audible alarm shall be capable of being deactivated by depressing a push- type switch that is encapsulated in a weatherproof silicone boot and mounted on the enclosure (push-to-silence button).

I. The entire alarm panel, including all specified options below shall be listed by Underwriters Laboratories, Inc:

1. Generator Receptacle and Auto Transfer:
   a. The alarm panel shall include a 20 amp, 250 VAC generator receptacle with a spring-loaded, gasketed cover suitably mounted to provide access for connection of an external generator while maintaining a NEMA 4X rating. An automatic transfer switch shall be provided, which automatically switches from AC power to generator power. Power shall be provided to that alarm panel through the generator receptacle whenever power is present at the receptacle, allowing the audible and visual alarms to function normally in generator mode. When power is no longer applied to the generator receptacle, the panel is automatically switched back

      to the AC Mains power. (No manual switching within the panel enclosure is necessary to switch from generator power back to AC Mains, so the mode cannot be inadvertently left in the generator position after pumping down the station in generator mode as is the case with a manual transfer switch).
2. Main Service Disconnect Breaker:
   a. A separate, internal breaker rated and approved for use as “service equipment” and to act as a main service disconnect of the individual pumping station shall be provided.
3. Panel Protection Package:
   a. Provide protection package to protect from the following operating conditions:
      1) Low voltage (brownout) protection: prevents pump operation when incoming AC Main voltage drops below a predetermined minimum voltage as defined by the manufacturer.
      2) Run dry protection: prevents pump operation during low wastewater levels in the dry.
      3) High system pressure protection: prevents the pump from operating during atypically high discharge pressures (closed valve or abnormal line plug).
   b. Other included features:
      1) Alarm activated dry contacts: normally open relay contact closes upon alarm activation.
      2) Alarm activated contacts for Remote Indoor Alarm

Module: In normal, powered operation, the Remote Indoor Alarm Module will operate as a high level alarm. In a power outage (no power to core), the Remote Indoor Alarm Module will operate as a power loss indicator.

3) Inner door dead front.
4) Separate LED's for each condition.
5) High/low voltage monitoring with trouble indication.
6) High/low wattage monitoring with trouble indication.
7) Extended run time monitoring with trouble indication.
8) Cycle/event counter.
9) Run time counter (hour meter).
10) Run time limit - time adjustable, user-selected options: 10 minutes (default) to 120 minutes in 1-minute intervals.
11) Power-up delay - time adjustable, user-selected options: none (default), to 300 minutes in 1-minute intervals.
12) Alarm delay - time adjustable, user-selected options: zero to 10 minutes in 30-second increments; 4 minutes is default.
13) System self-test diagnostic.
14) User-selectable alarm latch.
15) User-selectable protect mode disable.
16) User-selectable buzzer timer.

c. Indicators and programming features shall include:
1) Green ready LED to indicate AC power to the station is satisfactory.
2) Green pump run LED to indicate pump is operating.
3) Red trouble LED indicator and predictive visual alarm notification ("blinking" alarm lamp; clears on normal cycle).
4) Red high level alarm LED indicator.
5) Manual run switch to manually activate pump(s).
6) Menu-driven programmable controller with navigation overlay-type buttons (Enter, Scroll, Up, Down).
7) Green normal operation LED and mode button for mode status.
8) Pump performance menu LED with LCD display of the following pump performance statistics:
a) Real-time voltage.
b) Real-time amperage.
c) Real-time wattage.
d) Minimum/Maximum/Average voltage.
e) Minimum/Maximum/Average amperage.
f) Minimum/Maximum/Average wattage.
g) Minimum/Maximum run-time.

h) Average run-time.
i) Last run-time.
j) Cycle/event counter.
k) Run time counter (hour meter).

9) Diagnostics menu LED.
10) Initialize system menu LED.
11) Run limit menu LED.
12) Alarm delay menu LED.
13) Power delay menu LED.

4. Remote Indoor Alarm Module:
   a. A separate, Remote Indoor Alarm Module shall be provided to indicate a high level alarm with or without AC power to the individual pumping station and include the following features:
      1) Internal power source (battery) enabling its continued operation without AC power.
      2) Audible and visual alarm, both of which shall automatically reset if the high level alarm condition is eliminated.
      3) Silence button for the audible alarm.
      4) Test button.
5. Remote Monitoring System:
   a. Remote Monitoring System shall be E One Remote Sentry, no substitutions.
   b. The remote monitoring system shall use a cellular transmitter to communicate operating parameters, trouble conditions and high level alarm. Each panel shall be equipped with hardware that interfaces with the panel's circuit board assembly to obtain historical operating data and current system status. This information shall then be transmitted to a host system that utilizes an interactive website interface for end users to access the information.
   c. The website shall quickly identify sites that may be experiencing trouble and shall be able to generate reports including: running tallies of usage, flow rates, predictive maintenance indicators and asset mapping/management. The website shall also provide a means to configure alerts corresponding to the various trouble conditions that can be sent to the property owner via secure e- mail, SMS text, phone or an existing telemetry system.
   d. Accessible data shall include:
      1) Pump runtime.
      2) Pump cycles.
      3) Minimum, maximum, average and last runtime.
      4) Minimum, maximum, and average operating voltage, wattage and amperage.
      5) Trouble events:
         a) High level alarm.

b) Brownout (low voltage).
c) Overvoltage.
d) Run dry (low wattage).
e) Overpressure (high wattage).
f) Excessive runtime.

6) Alarm circuit fault.
7) Watt meter fault.
8) Watt based flow rate data.

e. The remote monitoring system shall be equipped with a battery that will allow one message to be sent out in the event of a power loss.

f. The communication package shall be a factory prewired unit within the panel enclosure including the compact cellular transmitter, power supply and antenna.

7-20.2(13) RESIDENTIAL SERVICE PANEL MODIFICATIONS

J. Add new circuit breaker to existing panels:

1. Provide one 30A, 2-pole breaker for individual pumping station control/alarm panel in existing load center (circuit breaker panel). The new circuit breaker shall be from the same manufacturer as the existing load center. Provide and route a 30A, 240V circuit (3/4"c, 3#10 & 1#10 ground) from the load center to individual pumping station control/alarm panel as required.
2. Coordinate routing of new IPS cable from new service panel inside house with CM and homeowner.
3. Restore disturbances to pre-construction conditions.
4. Assume the following properties will only require a new circuit breaker:

a.	1237 Hawley Way NE	Sigrist, Joe & Danielle
b.	1239 Hawley Way NE	Vinoly, Alison & Francisco
c.	1241 Hawley Way NE	Hall, Keldon
d.	1245 Hawley Way NE	Smith, Whitney & Zawoysky, Kirsten
e.	1253 Hawley Way NE	Friedel, Guy & Lee, Ann
f.	1281 Irene Pl NE	Zuckerman, Paul & Peggie
g.	1285 Irene Pl NE	Butler, Brad

7-20.2(14) OSHA CONFINED SPACE

All maintenance tasks for the individual pumping station shall be possible without entry into the individual pumping station (as per OSHA 1910.146, permit-required confined spaces).

7-20.2(15) SAFETY

K. The completely assembled and wired individual pumping station shall be listed by Underwriters Laboratories, Inc., to be safe and appropriate for residential wastewater environment use.

L. The individual pumping stations shall meet accepted standards for plumbing equipment for use in or near residences, shall be free from noise, odor, or health hazards, and shall have been tested by an independent laboratory to certify its capability to perform as specified in either individual or low pressure sewer system applications. As evidence of compliance with this requirement, the individual pumping station shall bear the seal of NSF International.

7-20.3 EXECUTION

7-20.3(1) FACTORY TEST

A. Factory test shall include the testing of the pump and all ancillary components such as, the anti-siphon valve/check valve, discharge assembly and each unit's dedicated level controls and motor controls. Each individual pumping station shall be submerged and operated for 5 minutes (minimum).

B. Provide certified test results from the manufacturer showing operation of each individual pumping station at two different points on its curve, with a maximum pressure of no less than 80 psi. All completed stations shall be factory leak tested to assure the integrity of all joints, seams and penetrations. All necessary penetrations such as inlets, discharge fittings and cable connectors shall be included in this test along with their respective sealing means (grommets, gaskets etc.).

7-20.3(2) DELIVERY

All individual pumping station units shall be delivered to the job site assembled and ready for installation.

7-20.3(4) INSTALLATION

C. Individual pumping station shall be installed in accordance with the manufacturer's instructions and as indicated on the Drawings.

D. Coordinate with each homeowner on desired location for IPS system control/alarm panel and remote alarm panel. In general, the IPS system control/alarm panel will be located outdoor insight of the IPS pump station hatch. The remote alarm panel will be located within the residence.

E. Route alarm and signaling conductors and cables concealed where feasible unless directed otherwise. Restore the homeowner's walls to existing conditions.

F. Reconnect any existing circuits disturbed by modifications to the load center.

7-20.3(5) STARTUP AND FIELD TESTING

G. See Specification Section 22 13 29 - Equipment General Provisions.

H. Upon completion of the installation, the authorized factory technician(s) shall perform the following test on each station:

1. Make certain the discharge shut-off valve in the station is fully open.
2. Turn ON the alarm power circuit and verify the alarm is functioning properly.
3. Turn ON the pump power circuit. Fill the sump with water to initiate the pump operation to verify automatic "on/off" controls are operative. The pump should turn ON automatically.

I. The Contractor shall be responsible for the satisfactory operation of the entire system.

7-20.4 Measurement

Individual pumping stations will be measured per each and shall include all influent/effluent piping, valving, lateral kits, electrical work, concrete, rock, excavating, ditching, appurtenances, etc. to complete the work for each home's individual pumping station.

7-20.5 Payment

Payment will be made for each of the following bid items that are included in the proposal: "Individual Pump Station", per each.

7-21 is added as a new section:

(******)
7-21 TERMINAL FLUSHING CONNECTION

7-21.1 Materials

Materials shall consist of

7-21.2 Measurement

Terminal Flushing Connections will be measured per each and shall include all valve boxes, piping, valving, rock, excavating, ditching, appurtenances, etc. to complete the work for each.

7-21.3 Payment

Payment will be made for each of the following Bid items that are included in the proposal:

“Terminal Flushing Connection”, per each.

7-22 is added as a new section:

(******)
7-22 CONNECTIONTO CLEANOUT

7-22.1 Measurement

Connection to Cleanout will be measured per each and shall include all piping, rock, excavating, ditching, appurtenances, etc. to complete the work for each.

7-22.2 Payment

Payment will be made for each of the following Bid items that are included in the proposal:

“Connection to Cleanout”, per each.

8-02 ROADSIDE RESTORATION

8-02.3(17) is added as a new section:

(******)
8-02.3(17) Landscape Restoration

All landscape plants and hardscape features shall be restored to existing or better condition by the contractor. This includes replacement of plants, sod, hardscape features, etc. to the satisfaction of the City.

8-02.4 Measurement

8-02.4 Measurement is supplemented with the following:

Landscape Restoration will be measured per lump sum.

8-02.5 Payment

8-02.5 Payment is supplemented with the following:

“Landscape Restoration”, per lump sum

(April 2, 2018)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 16-048, effective August 7, 2017 is made a part of this contract

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (8:40 PM) Collective Bargaining Agreement between the City of Bainbridge Island and the Bainbridge Island Police Guild - Executive,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Executive

RECOMMENDED MOTION:

I move to authorize the City Manager to execute the attached collective bargaining agreement with the Bainbridge Island Police Guild for the period covering January 1, 2019 through December 31, 2021.

SUMMARY:

Negotiations have concluded with the Bainbridge Island Police Guild, with contract ratification by their membership on September 30, 2019. Attached is a copy of the collective bargaining agreement between the City and the Police Guild, for the period covering January 1, 2019 through December 31, 2021.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	Yes

BACKGROUND: A three year bargaining agreement for 2019 - 2021 between the City of Bainbridge Island and the Bainbridge Island Police Guild is attached.

ATTACHMENTS:

BIPG 2019-2021 Collective Bargaining Agreement.pdf

FISCAL DETAILS: The total incremental change to the existing 2019 Budget for this proposed bargaining agreement is an increase of $83,000 to the general fund. These costs will be absorbed within

existing resources in 2019. The total incremental change to the 2020 Budget for this contract is an increase of $111,000 to the general fund. The change to the 2020 budget impact will be brought forward via the 2020 quarter 1 budget modification process

Fund Name(s): General Fund

Coding:

AGREEMENT

BY AND BETWEEN

CITY OF BAINBRIDGE ISLAND

AND THE

BAINBRIDGE ISLAND POLICE GUILD

JANUARY 1, 2019 THROUGH DECEMBER 31, 2021

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AND
BAINBRIDGE ISLAND POLICE OFFICERS GUILD

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AGREEMENT
BY AND BETWEEN
CITY OF BAINBRIDGE ISLAND
AND
BAINBRIDGE ISLAND POLICE OFFICERS GUILD

PREAMBLE

This Agreement is between the CITY OF BAINBRIDGE ISLAND, WASHINGTON (hereinafter called the "Employer") and the Bainbridge Island Police Officers Guild (hereinafter called the "Guild") for the purposes of setting forth the mutual understanding of the parties as to conditions of employment for those Employees for whom the City recognizes the Guild as the collective bargaining representative.

ARTICLE 1 RECOGNITION AND BARGAINING UNIT

1.1 The Employer recognizes the Guild as the sole and exclusive bargaining representative for all full-time and regular part-time commissioned law enforcement officers up to and including the rank of Sergeant for the purpose of representation and collective bargaining with regard to matters pertaining to wages, hours, and working conditions.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 Direction of Workforce — The Guild recognizes the right of the Employer to operate and manage its affairs in all respects in accordance with applicable law and regulations of appropriate authorities. All rights and authority which the Employer has not officially abridged, delegated, or modified by this Agreement are retained by the Employer.

2.2 Employer Rules and Regulations — The Employer shall have the right to make such reasonable direction, rules and regulations as may be deemed necessary by the Employer for the conduct and the management of the affairs of the Employer, and the Guild agrees that the Employees shall be bound by and obey such directions, rules, and regulations insofar as the same do not conflict with the terms of the contract or the duties of the Employer and the rights of the Guild pursuant to RCW 41.56.

2.3 Application of Rules — Rules shall be applied in a fair and equitable manner to all Employees. Rules and regulations shall be made available by the Employer in writing to all Employees.

ARTICLE 3 GUILD SECURITY

3.1 Payroll Deduction of Guild Dues — The Employer shall deduct monthly dues from Employees in the bargaining unit who voluntarily execute a wage assignment authorization form. The Employer will deposit such dues with the Treasurer of the Bainbridge Island Police Officers' Guild. Upon issuance and transmission of such dues and initiation fees to

the Guild, the Employer's responsibility shall cease with respect to such deductions. The Guild and each Employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such Employee.

3.2 New Employees — The Employer will notify the Guild of all new hires within fourteen (14) calendar days of hire.

ARTICLE 4 GRIEVANCE PROCEDURE

4.1 Definition of Grievance — For the purpose of this Agreement the term "grievance" shall be defined as only those disputes involving the interpretation, application, or alleged violation of any provision of this Agreement. Grievances shall be processed in accordance with the following procedures within the stated time limits, unless mutually extended by the Guild and Employer.

4.1.1 A grievance may be initiated with the Employer within sixty (60) calendar days of the date the grievant or the Guild became aware of its occurrence or should have been aware of its occurrence, but in no event more than ninety (90) calendar days of the alleged violation.

4.2 Step One — A grievance shall be filed in writing with the Employee's immediate supervisor, stating the section(s) of the Agreement violated and explaining the grievance in detail and the remedy sought. The parties agree to make every effort to resolve the grievance promptly at this level. The Employee’s immediate supervisor shall have fifteen (15) calendar days to respond to the grievance.

4.3 Step Two — In the event the grievance is unresolved at Step One, the Employee or Guild may elect to pursue the grievance to Step Two. The grievance shall be presented to the Chief of Police within fifteen (15) calendar days after the date the Employee’s immediate supervisor responds to the grievance. The Chief of Police will conduct a meeting with the grievant and shall make a decision on the matter in writing within fifteen (15) calendar days after the date the Chief of Police receives the grievance. Copies of the Police Chief's decision shall be furnished to the aggrieved Employee, the designated Guild Representative, and the City Manager.

4.4 Step Three — A grievance remaining unresolved after the decision of the Chief of Police in Step Two may be advanced to the City Manager, or City Manager’s designee, in writing within fifteen (15) calendar days of the Chief of Police’s decision, whereupon the City Manager, or City Manager’s designee, shall conduct a meeting within fifteen (15) calendar days of the receipt of the Step Three written grievance. The City Manager, or City Manager’s designee, shall render a decision within fifteen (15) calendar days of such meeting.

4.4.1 In the event the grievance remains unresolved after Step Three, the grievant shall decide whether to appeal through the Civil Service Commission or request the Guild to process the grievance to Step Four of the Grievance Procedure contained herein. Said

decision shall be made within fifteen (15) calendar days of the issuance of the City Manager's or City Manager's designee's decision. If the grievant decides to request the Guild to process the grievance through the Grievance Procedure contained herein, such decision shall be given to the Guild and the Chief of Police in writing. An individual Employee may process a grievance through this Step Three. Only the Guild may advance a grievance to Step Four. Should the Employee elect to use the Civil Service Commission procedure to pursue a remedy, the Employee shall have waived his/her right to pursue the grievance under this Article.

4.5 Step Four — Should the grievance not be resolved in Step Three and; should the Guild desire arbitration, a written notification requesting arbitration must be filed with the City Manager within fifteen (15) calendar days of the City Manager's or City Manager's designee's Step Three decision. The parties shall mutually select a disinterested third party to serve as Arbitrator. In the event the Employer and Guild cannot or are unable to agree on an Arbitrator, the Arbitrator shall be selected by the process of elimination from a panel of seven (7) Arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS) from the states of Washington, Oregon, Idaho and California. The selection process from the list of arbitrators shall be through the alternate strike method and commence with the flip of a coin.

4.6 The Arbitrator shall consider only the specific issues presented to him/her and shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The decision shall be in writing, and signed by the Arbitrator.

4.7 Arbitrator Authority — The Arbitrator's decision shall be final and binding upon both parties, but shall have no power to alter, in any way, the terms of this Agreement. Further, the Arbitrator shall be requested to issue his/her decision within 30 days after the submission of post hearing briefs or as otherwise agreed upon.

4.8 Split of Arbitrator Fees — It is understood by the parties hereto that the cost of the arbitrator shall be paid equally by both the Employer and the Guild, as well as sharing the cost associated with having a certified court reporter transcribe the arbitration proceedings provided the parties mutually agree to have a court reporter. Each party shall otherwise be responsible for the costs associated with bringing a case to arbitration (attorney's fees, witness fees, etc.). The decision of the arbitrator shall be final and binding upon the Employer and the Guild.

ARTICLE 5 GUILD BUSINESS

5.1 Members of the bargaining unit selected to serve as authorized representatives of the Guild shall be certified in writing to the Employer. Each representative will be expected to perform his/her duties as a representative of the Guild on the representative's own time. However, it is recognized that from time to time it will be necessary for Guild activities to be carried out during work hours. (For example - contract negotiations per Article 5.2, investigation and processing of complaints, disputes, and grievances, attendance at executive board meetings.) It is also recognized that there are reasonable limited deviations from this policy, such as posting of Guild notices and distribution of Guild literature, which

do not require substantial periods of time. Where such activities are necessarily or reasonably to be performed during work hours, they may be done without loss of pay to the representative involved, provided the representative obtains prior approval from the Chief of Police or the Chief of Police's designee. If a Guild representative cannot obtain prior approval, the representative will request approval as soon as practical. Approval shall not be unreasonably withheld. Members of the Guild agree that, while they are on duty, they will conduct Guild business only when time permits and never in lieu of current duties.

5.2 The Employer shall allow members of the Guild's negotiation committee to attend mutually scheduled negotiation meetings with the Employer during on-duty time without a loss of pay. The Employer will not be obligated to pay any of the released members overtime as a result of attending scheduled negotiation meetings. Scheduled negotiation meetings include contract negotiations and mediation.

5. 2.1 The Employer's obligation to provide paid release shall be limited to three (3) members of the Guild's negotiation committee.

5.3 No Employee shall be discriminated against because of Guild membership or lawful Guild activity.

5.4 Guild Bulletin Boards — The Employer shall provide suitable, non-public space for the Guild to use a bulletin board in each City building staffed by bargaining unit Employees. Postings by the Guild on such boards shall be confined to official business of the Guild.

ARTICLE 6 NONDISCRIMINATION

6.1 Claims based on unlawful discrimination shall not be subject to the grievance procedure.

ARTICLE 7 HOURS OF WORK

7.1 Hours of Work — The work week shall consist of five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days, or four (4) consecutive twelve (12) hour days followed by four (4) days off, or any other schedule mutually agreed to by the Guild and the Chief of Police. The Employer will bargain impacts of schedule changes for employees assigned to patrol and detectives as required by RCW 41.56. The following sections 7.1.1 through 7.1.3 only apply to employees working a 12-hour shift.

7.1.1 The number of scheduled hours of work per year on the 12-hour shift is 2190. To reduce this number, the Department will schedule each employee on the 12-hour shift to 9 additional days off, without a loss of pay, throughout the year ("Kelly Days"). The intent of Kelly Days is to reduce the number of scheduled work hours. Kelly Days do not roll over and have no cash value. The Employer will calculate hourly rates using 2080 hours of work per year. If an employee transfers in or out of patrol mid-year, the employee's Kelly Days are prorated by rounding to the nearest month.

7.1.2 The Fair Labor Standards Act work period for employees working a 12-hour shift is 24 days. The Fair Labor Standards Act work period does not limit overtime required under the collective bargaining agreement.

7.1.3 Employees assigned to patrol holding the rank of officer or corporal will be assigned to two (2) squads. Each squad may have three (3) officers and one (1) corporal assigned to day shift hours (0600 to 1800) and three (3) officers and one (1) corporal assigned to night shift hours (1800 to 0600). At times the Department may utilize a swing shift. In order to provide twenty-four (24) hour per day/seven (7) day per week coverage, each squad will be scheduled to cover the other squad's days off. The squads will rotate shifts every four (4) months.

7.1.3.1 If more employees than needed to work a swing shift, created in accordance with Article 7.1.3, express a desire to work the swing shift, the final selection shall be made and announced by the Chief or Deputy Chief, along with the reason(s) for the selection.

7.1.4 Non-mandatory training and vacation requests (other than first, second and third choices) that will require an employee, other than the requestor, to change his/her work schedule or days off, will not be granted except where there is agreement between the requestor, the affected employee, and the Department.

7.1.5 Detectives work a 4/10 schedule unless temporarily reassigned and do not work on holidays that fall on their regularly scheduled work days. Article 7.3.1 applies to detectives.

7.1.6 The Chief assigns sergeants' shifts and work hours. Article 7.3.1 applies to sergeants.

7.1.7 Employees on light duty may be temporarily assigned by the Department to work a 5/8 schedule.

7.1.8 The Community Resource Officer works a variable 40-hour per week schedule with flexible start and end times based on the needs of the Department.

7.2 Overtime — Employees working more than forty (40) hours during a seven (7) day work period, or in the case of the 4-10 shift, forty (40) hours in a four (4) day work period, or in the case of the 12-hour shift, forty-eight (48) hours in the four (4) day work period, shall be paid at one and one-half (1½) times the Employee's regular hourly rate of pay for the additional hours. All authorized time worked in excess of the above work schedule shall be paid at one and one-half (1½) times the Employee's regular hourly rate of pay. Overtime shall be in increments of 15 minutes.

7.3 Shift Changes and Trades — Employees may be given permission to exchange, trade and/or request specific shifts or days off when the change does not interfere with the duties and responsibilities of the Department. Such a determination shall be made by the Chief of Police or designee, provided the shift change request is made at least fifteen (15) calendar days before the date the change is to take place; unless this requirement is waived by the Chief of Police or designee.

7.3.1 Schedule Changes and Time Off — Each Employee shall be assigned a regular starting time and work schedule. The Employer may change an Employee's start time and/or work schedule, provided that the Employer gives the Employee notice of such change at least seven (7) calendar days before such change is to become effective. In the event the Employer does not provide the notice required by this section, the Employee shall have the option of requesting and being paid one and one-half (1½) times the Employee's regular rate for the changed time (e.g., regular schedule is 1000 to 2000, short notice change to 0600 to 1600 results in four hours of overtime) for the first shift of the altered schedule.

7.4 Compensatory Time — All full-time Employees may receive compensatory time at one and one-half (1½) times all overtime hours worked, subject to the approval of the Employer, and 29 CFR Part 553 of the Fair Labor Standards Act.

7.4.1 Each Employee shall be entitled to accrue compensatory time up to a maximum bank of one hundred and twenty (120) hours. Employees will be paid for all hours that exceed the maximum.

7.4.2 Employees shall submit requests for compensatory time usage as much in advance as possible. An Employee requesting compensatory time off thirty (30) days or more in advance of the start of leave shall be granted the time off, except in the circumstances set out in the vacation provisions of this Agreement. An Employee requesting compensatory time off less than thirty (30) days in advance of the start of the leave may be denied the time off if the use of compensatory time unduly disrupts the operations of the Employer.

7.4.3 Each Employee shall be allowed to cash in any or all of his/her accrued compensatory time at any time by giving the Employer written notice. Such payoff shall be paid no later than the end of the next pay period.

7.5 Meal and Rest Periods — Employees shall receive one forty (40) minute meal period during each day of work, provided their shift that day is five (5) hours or longer in duration. Such time shall be considered on-duty time. The Employee should take the meal period when mutually convenient for the Employee and the Department. The parties agree that the nature of the Employees' work allows Employees to take intermittent rest periods equivalent to at least ten (10) minutes for each four (4) hours worked and therefore scheduled rest periods are not required. An Employee who fails to take sufficient rest periods during a shift shall immediately inform a supervisor.

7.6 Rest Between Shifts – The Chief of Police or his/her designee may, in his/her sole discretion, authorize Operational Required Time Off (ORTO). ORTO is paid leave established for the administrative benefit of the City. ORTO will not be treated as hours worked for purposes of overtime calculation.

7.7 When Employees assigned to their respective shifts attend local training courses, they are expected to complete the remainder of their scheduled hours (before and/or after the training course) unless it is deemed by the supervisor to be impractical. Supervisors are responsible for clarifying the day's expected schedule with each Employee prior to the training event.

7.8 To ensure Employees are readily available in the case of an emergency, all Employees must reside within a 60-minute driving distance from the City limits. Current employees' current residences on the day the 2016-2018 agreement is ratified by the last party are grandfathered.

ARTICLE 8 CALLBACK & STAND-BY

8.1 Callback — an Employee is off duty and is directed to return to active duty, the Employee shall receive a guaranteed minimum three (3) hours pay at the appropriate overtime rate. Callbacks which are the result of Employee negligence shall not be compensated in accordance with this section.

8.2 Stand-by — Any Employee who is required to be on stand-by, outside of their normal shift shall receive a minimum of two (2) hours compensatory time. If an Employee is required to be on stand-by longer than two (2) hours, then he/she shall receive one-half (½) hour of compensatory time for every additional hour, or partial hour, of required stand-by time.

8.3 Subpoenas — Employees who are not notified by 5:00 p.m. (1700 hours) on the day prior to a scheduled and required off duty court appearance that their appearance is not necessary, shall receive the minimum Callback pay provided herein, whether or not they ultimately appear. Notice may be achieved by voice mail, provided that such system electronically time and date stamps the message.

8.4 Remote Work Off-Duty — Employees who perform remote work off-duty, such as via telephone and/or email, that is more than *de minimis*, shall be compensated in 15-minute increments at the overtime rate of pay. Nothing in this Article shall be construed to relieve the Employer of its obligation to compensate employees for callbacks and/or stand-by for the situations described in Article 8.1 and Article 8.2.

ARTICLE 9 STRIKES OR LOCKOUTS

9.1 The Employees shall not strike and the Employer shall not lock out Employees.

ARTICLE 10 SAFETY

10.1 Mutual Objective — It is the mutual objective of both parties to this Agreement to maintain high standards of safety in order to eliminate, as far as possible, industrial accidents and illness. To that end, Department Employees may participate in the Safety Committee meetings.

10.2 The duties of the Safety Committee shall be to advise on matters relating to Employee safety, as set forth in WISHA laws, review applicable WISHA laws and regulations, and make recommendations for maintenance of proper safety standards. Minutes of the meetings will be taken by an appointed member of the Committee. Copies of the minutes shall be sent to the City Manager's office and to the Guild Representative. Available members of the Safety Committee, including at least one designee of the Guild, shall accompany WISHA authorities on any walk-around inspections.

10.3 Safety Equipment — The Employer shall furnish proper safety devices for all Employees as prescribed by WISHA standards. It shall be mandatory that all Employees use such devices.

ARTICLE 11 LABOR MANAGEMENT COMMITTEE

11.1 Labor Management — The Employer and the Guild agree that a need exists for close cooperation between labor and management, and further, from time to time suggestions and complaints of a general nature affecting the Guild and the Employer require consideration. To accomplish this objective, the Employer and the Guild agree that no more than three (3) duly authorized representatives of the Guild shall function as one-half (½) of a Labor-Management Committee, the other half being no more than three (3) certain representatives of the Employer named for that purpose. The committee shall meet periodically for the purpose of discussing and facilitating the resolution of all problems which may arise between the parties.

11.2 Should the Guild and Employer mutually agree to change, add, or delete any provision of this Agreement, such change shall be set forth in a Memorandum of Understanding signed by authorized Employer and Guild representatives and incorporated as an addendum to the executed Agreement, with sequential numbering for subsequent Memoranda of Understanding.

ARTICLE 12 PROBATIONARY EMPLOYEES

12.1 Initial Probation — All new Employees shall serve an initial probationary period and shall have no seniority rights during that period. For entry hires, the probationary period shall end twelve (12) months after the completion of the Washington State Basic Law Enforcement Academy. For lateral hires, this probationary period shall end twelve (12) months after the Employee's date of hire. After the completion of the probationary period, an Employee's seniority date shall be the Employee's date of hire for a position in the bargaining unit. Employees are members of the bargaining unit during their initial probationary period. During that period, probationary Employees may be disciplined, discharged, or otherwise dismissed at the sole discretion of the Employer. Neither the reason for, nor the disciplinary action, discharge, or dismissal, may be the subject of a grievance.

12.2 Promotion/Transfer - Probation — The probationary period for an Employee who has been promoted/transferred to a new classification shall be six (6) months. If an Employee's performance in the new classification is found to be unacceptable, the Employee shall have the right to return to the position from which the Employee was promoted/transferred, provided the Employee's performance in the previous position was acceptable.

ARTICLE 13 SENIORITY

13.1 Definitions — Seniority shall be defined as the length of continuous service with the Employer from an Employee's latest date of hire, for a position in the bargaining unit, including the Employee's probationary period. Any bargaining unit Employee promoted to

a commissioned position in the Police Department outside of the bargaining unit shall continue to accrue seniority.

13.2 Seniority List — The Employer shall maintain a seniority list which shall be brought up to date when changes occur which affect any current or new member of the Guild. The order of seniority shall be based on the hire or rehire date of employment, whichever is later.

13.3 Vacancies and Promotions — Except when Civil Service rules are controlling, the most qualified applicant, as determined solely by the Chief of Police, shall be selected for promotion or to fill job vacancies. If two or more applicants are determined to be equally qualified, then the applicant with the most seniority shall prevail. The City reserves the right to decide when to promote into the Corporal rank. Eligibility for promotion to Sergeant is not limited to members of the Corporal rank.

13.4 Layoffs and Reclassification — Layoffs or reclassification of Sergeants shall be determined strictly by the order of seniority within the Sergeant classification with the Employee with the least seniority within the Sergeant classification affected first. Layoffs or reclassification of Corporals shall be determined strictly by the order of seniority within the Corporal classification with the Employee with the least seniority within the Corporal classification affected first (in the event of a tie, overall Department seniority shall determine order of seniority within the Corporal classification). Layoffs or reclassification of Patrol Officers shall be determined strictly by the order of Police Department seniority with the Employee with the least Department seniority affected first. Employees who have previously held other lower ranking classifications within the bargaining unit shall have the right to return to such classifications if their seniority is greater than other Employees in such classification. Employees shall not accrue seniority while on layoff. Seniority lists shall be adjusted accordingly.

13.5 Recall — Laid off or reclassified Employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs.

ARTICLE 14 EMPLOYEE CLASSIFICATIONS

14.1 Employee classifications shall be defined as set forth in the Civil Service Rules & Regulations.

14.2 The Police Chief and the Deputy Police Chief shall be allowed to perform departmental bargaining unit work on a non-regular, non-re-occurring basis. The Police Chief and the Deputy Police Chief shall not replace bargaining unit Employees on a full time basis.

14.3 The creation of a new classification or material change to an existing classification shall be subject to RCW 41.56.

ARTICLE 15 WAGES & CLASSIFICATIONS

15.1 The classifications and monthly rates of pay are set forth in the attached appendices and, by reference herein, are made a part of this Agreement.

ARTICLE 16 HOLIDAYS

16.1 Number of Paid Holidays — All full-time Employees shall be entitled to compensation for twelve (12) holidays per year as listed below. The holidays herein referred to shall be as follows:

New Year's Day
Presidents Day
Independence Day
Veteran's Day
Christmas Day
Christmas Eve
Martin Luther King, Jr. Day
Memorial Day
Labor Day
Thanksgiving Day
The day following Thanksgiving
One Floating Holiday

16.2 Dates of Holidays — Dates of the above legal holidays are January 1 for New Year's Day, July 4 for Independence Day, December 24 for Christmas Eve and December 25 for Christmas Day. The holiday dates for Martin Luther King, Jr. Day, President's Day, Memorial Day, Labor Day, Veteran's Day, and Thanksgiving Day shall be the legal holiday so designated, proclaimed and celebrated by the State of Washington. The "floating holiday" shall be chosen by mutual agreement of the Employee and the Employer.

16.3 Eligibility — New Employees shall be eligible for all holidays.

16.3.1 In order to qualify to use holiday pay, an Employee must be in a paid status on the regular workday immediately preceding and immediately following the scheduled holiday.

16.3.2 Worked Holiday — Employees who are required to work on the above listed holidays as part of their regular work schedule shall receive one and one-half (1½) times the Employee's regular rate of pay for an entire shift. Employees who are required to work on the above listed holidays on their regular days off shall receive one and one-half (1½) times the Employee’s regular rate of pay for an entire shift and an hour of compensatory time for each hour worked.

16.3.3 Employees shall accrue holiday time off at the rate of eight (8) hours per month.

16.3.4 Each Employee shall be entitled to accrue holiday time up to a maximum bank of one hundred and twenty (120) hours. Employees will be paid for all hours that exceed the maximum.

ARTICLE 17 VACATION

17.1 Vacation — All full-time Employees shall be entitled to the following vacation time with pay during the indicated period of continuous service:

Years of Service	Hours Per Month
0-2	9 hrs. per month
3-4	10 hrs. per month
5-7	11 hrs. per month
8-9	12 hrs. per month
10-12	13 hrs. per month
13-14	14 hrs. per month
15-19	15 hrs. per month
20+	16 hrs. per month

17.2 Each full-time Employee shall be entitled to accrue unused vacation leave not to exceed a maximum of three hundred and twenty (320) hours. All vacation leave shall be taken at a time mutually agreeable between the Employee and the Employer. Should the three hundred and twenty (320) hour maximum be exceeded through no fault of the Employee, the Employer shall pay the Employee for all vacation hours in excess of three hundred and twenty (320) hours, otherwise such vacation hours shall be forfeited.

17.3 Payment for Unused Vacation Leave —Employees who leave the employment of the Employer shall be paid for all accrued vacation leave not used.

17.4 Vacation Scheduling — On November 1st of each year the Chief of Police shall post a twelve (12) month vacation roster establishing the dates that vacation is available. The posted vacation roster will cover the period beginning January 1st through December 31st of the following year. Employees within the Department shall bid vacation on or before December 1st. In view of this provision, vacation choices may include projected accrued time to the beginning of the vacation period requested. Selection of vacation dates shall be made by order of seniority. Where an Employee chooses to split vacation into two (2) or more periods, no second or third choice may be made until all other Employees have made their first or second selection respectively. Vacation scheduling requested after December 1st shall be on a first come first serve basis, subject to the approval of the Chief of Police. The Employer reserves the right to make reasonable modifications to the vacation schedule depending on *bona fide* operational requirements.

17.4.1 Employees shall submit requests for vacation scheduling (usage) after December 31 as much in advance as possible. An Employee requesting vacation scheduling after December 31 forty-five (45) days or more in advance of the start of the leave shall be granted the time off, except in the circumstance set out in Article 17, Section 17.5. An Employee requesting vacation time off less than forty-five (45) days in advance of the start of the leave may be denied the time off based upon *bona fide* operational requirements.

17.5 If two or more Employees submit requests for compensatory time usage in accordance with Article 7, Section 7.4 and/or vacation scheduling after December 31 in accordance with Article 17, Section 17.4.1 and/or holiday usage in accordance with Article 16 covering the same period of time and allowing all of the requesting Employees time off would cause operational problems, the Employer shall determine the number of Employees that will be granted time off (with no less than one Employee having his/her request granted

if such request is made more than forty-five (45) days in advance) and the time off will be granted on a first come first serve basis.

17.6 Lateral Hires — Effective January 1, 2019, an employee hired as a lateral under Civil Service Rules will receive a one-time vacation accrual of eighty (80) hours upon hire.

ARTICLE 18 SICK LEAVE

18.1 Sick leave shall be earned at the rate of ten (10) hours per month for full-time Employees, including for the month they begin work and the month they terminate.

18.1.1 During the first twenty-four (24) months of employment, an Employee shall be granted up to one hundred sixty (160) hours of sick leave if a physician of the Employer's choosing determines that the Employee is unable to work because of serious injury or illness.

18.2 Maximum carryover of sick leave from one calendar year to the next shall be one thousand forty (1,040) hours.

18.3 Sick Leave "Cash Out" — Upon retirement or separation due to job-related disability, Employees may elect to receive a lump sum cash payment of up to twenty-five percent (25%) of their accumulated but unused sick leave.

18.3.1 Incentive — When an Employee accumulates one thousand forty (1,040) hours of sick leave, sick leave shall continue to accumulate at the Employee's normal rate of pay until the end of the calendar year, at which time all sick leave in excess of one thousand forty (1,040) hours will be purchased by the Employer at fifty percent (50%) of the Employee's regular straight time hourly rate of pay.

18.4 Use of Sick Leave — Sick leave may be used for any of the following reasons and purposes:

(a) An employee’s mental or physical illness, injury or health condition;
(b) To accommodate the employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
(c) An employee’s need for preventive medical care;
(d) To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition;
(e) For care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
(f) For care for a family member who needs preventive medical care;
(g) When the employee’s place of business or when an employee’s child’s school or place of care has been closed by order of a public official for any health-related reason;
(h) Attend the birth of the Employee's child;
(i) Maternity leave;
(j) Any purpose authorized by the Family & Medical Leave Act;
(k) Any purpose authorized by the Washington Family Leave Act;

(l) Any purpose authorized by the Washington Family Care Act;
(m) Any purpose authorized by the Washington Domestic Violence Leave Act; and
(n) Any other reasons agreed to by the parties.

For purposes of sick leave, the term family member is defined as a child or parent (including biological, adopted, foster, step or legal guardian), a spouse, registered domestic partner, spouse's parent, grandparent, grandchild or sibling.

18.4.1 Sick leave shall be granted on a daily or hourly basis but in no case less than one (1) hour or increments less than one-half (½) hour when over an hour.

18.4.2 Sick Leave to Supplement Worker's Compensation: Upon expiration of all accrued sick leave, the Employee may elect to use any other accrued leave. Sick leave may be used to supplement partial benefits received from worker's compensation, provided that in no event shall an Employee receive more in combined benefits than would have been received in base salary. In the event that worker's compensation benefits are later received for a period for which an Employee has already received payment through sick leave benefits, the Employee shall pay the partial benefit received back to the Employer, and the sick leave shall be reinstated.

ARTICLE 19 EMPLOYEE BILL OF RIGHTS

19.1 Employee Protection — Discipline shall be for just cause. Any Employee who will be interviewed concerning an act or omission which, if proven, could reasonably result in disciplinary action against him or her will be afforded the following safeguards:

19.1.1 The Employee will be informed prior to the interview if the Employer believes the Employee is a suspect in the investigation;

19.1.2 The Employee will be informed of the nature of the investigation and allegations and afforded the opportunity to consult with a Guild Representative prior to an interview. The Employee shall be allowed the right to have a Guild Representative or Guild Attorney present during the interview. The opportunity to consult with the Guild Representative or to have the Guild Representative/Attorney present at the interview shall not delay the interview for more than three (3) hours except for minor complaints (incidents for which discipline no greater than an oral reprimand may result) which may be handled immediately when a representative is not readily available. However, if, in the course of the interview, it appears as if a more serious disciplinary problem has developed, the Employee will additionally be allowed up to three (3) hours to obtain a representative to assist him/her in the interview.

19.1.3 With the exception of telephone interviews, all interviews shall take place at Employer's facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

19.1.4 The Employer shall make a reasonable, good faith effort to conduct these interviews during the Employee's regular working hours, except for emergencies or where interviews can be conducted by telephone.

19.1.5 The Employee will be required (or ordered) to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he or she is entitled under the laws of Washington State or the United States. Furthermore, the Employee will be required (or ordered) to answer any questions involving possible criminal matters after receiving a Garrity notice and will be afforded all rights and privileges to which he or she is entitled under the laws of Washington State or the United States.

19.1.6 The Employee shall not be subjected to offensive language or intimidation during the process of the interview. No promises or rewards shall be made to the said Employee as an inducement to answering questions. When the Employee is being interviewed in a non-criminal matter for violation of departmental rules, regulations, or orders, that member shall answer truthfully all questions concerning the investigation posed to him/her by the interviewing officer. When the Employee refuses to answer such questions, they will be informed that their refusal to answer can become the subject for disciplinary action.

19.1.7 The Employee shall be entitled to such reasonable intermissions as he or she requests for personal necessities.

19.1.8 All interviews shall be limited in scope to activities, circumstances, events, conduct or acts that pertain specifically to the incident that is the subject of the investigation. Nothing in this section shall prohibit the Employer from questioning the Employee about information which is developed during the course of an interview.

19.1.9 Interviews and investigations shall be concluded promptly, with no unreasonable delay.

19.1.10 The Employee shall be advised of the results of the investigation and any future action to be taken on the incident.

19.1.11 When the investigation results in Departmental charges being filed against the Employee, the Employee, upon request, will be furnished with a copy of the entire investigation (transcripts, evidence, reports, etc.,) at no cost to the Employee.

19.1.12 Lie Detector Tests — No Employee shall be required to take or be subjected to any lie detector test as a condition of continued employment.

19.1.13 Substance Abuse Tests — No Employee, except those Employees required by state or federal law, shall be required to take or be subjected to any random alcohol or drug testing as a condition of continued employment. Post-accident testing and testing for probable cause are permissible under this section.

19.1.14 The primary purpose of AVLS in patrol vehicles and GPS in Employer-issued cell phones is officer safety. The Employer will not access or use this data for disciplinary

purposes, including internal investigations and/or monitoring employee performance for counseling purposes, unless the City has a written, signed, and dated complaint and such information is relevant to such written, signed, and dated complaint. The complaint may be a written or verbal complaint that is internally documented. The Employer shall provide advance notice to the affected employee(s) and the Guild prior to its release of any AVLS and/or GPS data in response to a Public Records Act request, and the employee(s) shall then have up to seven (7) calendar days to review the documents and prevent the release of the documents.

ARTICLE 20 LEAVE OF ABSENCE

20.1 Medical Leave — An Employee who becomes disabled due to illness, injury or pregnancy, or an Employee who suffers an industrial injury or illness shall be granted a medical leave of absence without pay effective the first day of absence from work, provided the Employee makes written claim of such illness or injury with supporting evidence satisfactory to the Employer. The Employer may require a second opinion of a doctor of its own choosing to verify illness or injury, and fitness to return to work. Medical Leave shall run concurrently with FMLA Leave. Cost of second opinion will be borne by the Employer. This does not preclude an Employee from using accrued leave during such medical leave.

20.2 Prolonged Disability — An Employee shall not be terminated by the Employer because of non-job-related, prolonged, continuous illness or injury, provided the period of disability is not longer than twelve (12) months and, upon being pronounced able to perform the essential functions of the job with or without reasonable accommodation by the Employee's doctor and the Employer's doctor, shall be reinstated to the same or substantially equivalent classification if such classification exists. Such Employees on prolonged disability shall continue to accumulate seniority during such disability.

20.3 An Employee on prolonged absence because of occupational illness or injury incurred in the service of the City shall not be terminated by the Employer because of such absence for a period of twenty-four (24) months, unless it is finally determined that the Employee will never be able to again perform the essential functions of the job in accordance with Section 20.3.1 below. Such Employees on prolonged disability shall continue to accumulate seniority during such disability.

20.3.1 In the event the City has a reasonable basis for believing that an Employee on prolonged disability leave will never be able to again perform the essential functions of the job, the City shall have the right to have the Employee examined by a health care professional of the City's choice for the limited purpose of rendering a written opinion on whether the Employee will ever be able to again perform the essential functions of the job. This examination and opinion shall be at the City's expense and the health care professional's opinion will be provided to the Employee and the Guild.

In the event the Employee's health care professional disagrees with the opinion of the City's health care professional, the Employee's health care professional and the City's health care professional shall select a third-party health care professional who shall

examine the Employee for the purpose of rendering a written opinion on whether the Employee will ever be able to again perform the essential functions of the job and if not, what limitations exist for purposes of evaluating possible accommodations. This examination and opinion shall be at the City's expense and the third-party health care professional's opinion will be final and binding upon the City, the Employee, and the Guild.

20.4 Military Leave — Every full-time Employee shall be entitled to and shall be granted military leave of absence in accordance with applicable law. Such military leave of absence shall be in addition to any vacation or sick leave to which the Employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges, or pay. During a period of military leave taken pursuant to RCW 38.40.060, the Employee shall receive from the Employer his/her normal pay for a period not exceeding twenty-one (21) working days during each twelve (12) month period from October 1 through September 30.

20.5 Jury Duty — Employees who are required by due process of law to render jury service shall receive their regular pay during such period. If any payment, excluding travel pay, is received for jury duty, such pay will be reimbursed to the Employer.

20.6 Bereavement Leave — All Employees who suffer a death in their immediate family shall be compensated for and given up to three (3) days off with full pay. If additional leave is necessary, it may be granted subject to the approval of the Employer, and such additional bereavement leave may be deducted from accrued vacation, sick leave, compensatory time, or leave without pay.

20.6.1 Immediate family shall be defined as spouse, domestic partner, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, step relatives, grandchildren, and grandparents on both sides.

20.6.2 When an Employee participates in a funeral or memorial ceremony for a person other than those in the immediate family, the Employee may, subject to the approval of the Employer, be granted reasonable unpaid time off (not to exceed one (1) day) for such participation. Such leave will not affect sick leave or annual leave.

ARTICLE 21 HEALTH AND BENEFITS

21.1 Medical — The Employer shall make available the following medical insurance plans for all full-time regular Employees:

AWC Regence HealthFirst 250
Kaiser 200

Additionally, the Employer will make available the AWC Regence High Deductible Health Plan (HDHP) with Health Savings Account (HSA). The Employer will contribute into the HSA the following amounts per year, paid on a monthly basis, provided that the contributions into the HSA cannot exceed any Affordable Care Act excise tax threshold:

- $2250 for an employee with no dependents
- $3250 for an employee with at least one dependent but less than full family
- $4250 for an employee with full family (a spouse and two or more children)

HSA contributions will be pro-rated for partial-year enrollment.

To begin building funds in a HSA, an employee may elect to have up to $1000 (employee only) or $2000 (employee plus one or more dependents) cashed out from accrued vacation or holiday and transferred into the employee's HSA on the first January payday of the first year the employee enrolls in the HDHP, provided that the employee's vacation and holiday balances do not fall below 40 hours each. HSA contributions may not exceed IRS limits.

If a health plan offered by the Employer is going to be eliminated or will trigger the Affordable Care Act excise tax, the parties will meet and bargain new plans. If no agreement is reached in time to ensure employees' continuous insurance coverage, the Employer will move employees to the next available plan that does not trigger the excise tax.

During the life of this agreement, if either party identifies a lower cost health plan with benefits substantially similar to or better than the AWC HealthFirst 250 plan, the party may request and the parties agree to re-open Article 21 and immediately enter into negotiations over a change of insurance plans.

21.1.1 Medical — The Employer will pay one hundred percent (100%) of the premium for employee and dependent coverage for the HDHP. The Employer will pay ninety percent (90%) of the premium for dependent coverage for all other plans. Employees shall pay ten percent (10%) of the premium for dependent coverage for all non-HDHP plans. Employees will continue to contribute thirty-five ($35) dollars per month toward the medical insurance premiums for Employee coverage.

21.2 Dental — The Employer shall make available the following dental insurance plans for all full-time Employees, and shall pay one hundred percent (100%) of the premiums for Employee, spouse and dependents:

Plan: Delta Dental Plan A plus Orthodontia Plan III

Effective January 1, 2019, or within a reasonable period after ratification of this Agreement if later, the Dental Plan shall change to Delta Dental Plan F with Orthodontia Plan V.

21.3 Vision — The Employer shall make available the following vision insurance plan for all full-time Employees, and shall continue to pay one hundred percent (100%) of the premiums for Employee, spouse and dependents:

AWC Plan: Vision Service Plan with $0 Copay

21.4 Life — The Employer shall make available the AWC Standard Plan ($100,000) for all full-time Employees, and shall continue to pay one hundred (100%) percent of the premium.

21.5 Employee Assistance Program — The Employer shall make available the AWC Employee Assistance Plan (EAP) for all full-time Employees, and shall continue to pay one hundred percent (100%) of the premium.

21.6 The Employer shall pay up to fifty dollars ($50.00) per incident for the replacement of wristwatches, and a replacement cost of up to two hundred fifty ($250.00) per incident for vision care items or prescription/frames which are lost or damaged in the line of duty after vision insurance is applied.

21.7 The maximum medical premium rate shall be the effective rate for the AWC Regence HealthFirst plan that is offered by the Employer.

21.8 Long-Term Disability —The Employer will pay one hundred percent 100% of the premium to provide each Employee with AWC Standard Long-Term Disability, option 4. Effective January 1, 2019, or within a reasonable period after ratification by both parties if later, the Long-Term Disability plan shall change to AWC Standard Long-Term Disability, 90-day waiting period, 67% benefit plan.

21.9 The Employer will establish and maintain a qualified section 125 plan that allows for pretax payment of premiums required by this section.

21.10 Family and Medical Leave Program — Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Premiums for benefits are established by law. Effective the first pay period after ratification of this Agreement by both parties, employees will pay the identified employee's share of premiums through payroll deduction. The Employer will pay the employer's share of premiums.

ARTICLE 22 UNIFORMS & EQUIPMENT

22.1 Uniform and Required Equipment Supplies — All uniforms and equipment required by the Employer to be worn and/or used by Employees, while on duty, shall be provided by the Employer.

22.1.1 Items provided by the Employer shall be maintained on a Department inventory and shall remain the property of the Employer.

22.1.2 The replacement of uniform and equipment items specified above which are lost or damaged due to Employee negligence shall be the responsibility of the Employee. The Employer will replace uniforms and equipment lost, worn out or damaged in the line of duty.

22.1.3 Should an Employee purchase any items other than those items listed above, such items shall be paid for and maintained at the Employee's expense. The use of such additional items is subject of the approval of the Chief of Police or designee and shall remain the property of the Employee.

22.2 Uniform Cleaning - Police — The Employer shall provide for dry cleaning services as required for uniform maintenance up to one hundred dollars ($100.00) per month and shall provide Employees who are not required to wear a uniform up to one hundred dollars ($100.00) per month for the dry cleaning service for clothing worn in the performance of their duties.

22.3 Shoes — The Employer shall pay $200.00 annually for the purchase of approved footwear.

22.4 Detective Clothing Allowance — Employees assigned to the position of detective and detective sergeant shall receive a clothing allowance of fifty dollars ($50.00) per month.

ARTICLE 23 SAVINGS CLAUSE

23.1 It is understood and agreed that all provisions of this Agreement are subject to applicable laws, and if any provision of any Article of this Agreement is held or found to be in conflict therewith, said Article shall be void and shall not bind either of the parties hereto. However, such invalidity shall not affect the remaining Articles of this Agreement. In the event that any provision shall be held unlawful and unenforceable by any court of competent jurisdiction, the parties agree to meet forthwith for the purpose of renegotiating such provision in an attempt to reach a valid agreement.

ARTICLE 24 PREMIUM PAY

24.1 Specialty Assignments — Employees assigned the following special duties shall receive additional premium pay as a percentage of their base salary for each month they are assigned the special duties.

Administrative Sergeant	3%
Detective	4%
FTO	3%
Canine	2%
Defensive Tactics Instructor	1%
Firearms Instructor	1%
Lead Marine Officer	1%
Lead Crisis Intervention Officer	1%

Employees receiving less than 4% specialty assignment premium pay may receive more than one premium, provided that the maximum total specialty assignment premium pay is 4%. The Chief of Police reserves the right to assign and remove employees from specialty assignments for operational reasons.

24.2 Canine maintenance compensation will be the equivalent of forty-five (45) minutes per work day. A K-9 officer's regular assigned shifts will be shortened by forty-five (45) minutes, i.e., the current twelve (12) hour shift will be changed to an eleven (11) hour shift. The forty-five (45) minutes is for approximately thirty (30) minutes maintenance on that work day and thirty (30) minutes for routine maintenance on days off.

24.3 Out-Of-Class Pay — When Employees are assigned to work in a higher classification for a period longer than seven (7) calendar days, they shall receive a premium of five percent (5%) above their regular pay.

ARTICLE 25 INDEMNIFICATION OF CITY EMPLOYEES

25.1 The Employer indemnifies, defends, and holds personally harmless all of its Employees for any action, claim or proceeding instituted against said individual arising out of acts or omissions, except in cases of intentional acts or omissions and willful and wanton negligence, in the scope of employment. The Employer holds said individuals harmless from any expenses connected with the defense, settlement, or monetary judgment from such actions, claims or proceedings.

ARTICLE 26 SUBCONTRACTING

26.1 The Employer shall not subcontract the bargaining unit work.

ARTICLE 27 COMPLETE AGREEMENT

27.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties. All matters not specifically covered in the Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains a full and complete Agreement on all bargainable issues between the parties hereto and for all whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue except as otherwise specified herein. While those Memorandum of Understanding executed concurrent with this Agreement are not specifically part of this Agreement, they represent a continuing intent of the Employer to abide with their terms during this Agreement. The parties agree that no changes in wages, hours, or working conditions shall be made without negotiating such changes as required by law. Past practices shall not prevail.

ARTICLE 28 EDUCATION INCENTIVE

28.1 Any Employee who has earned an Associate Degree (or ninety (90) college credits) in a job-related field of study, as determined by the Employer in its sole discretion shall receive two and one-half (2½%) percent of their base monthly wage. Any Employee who has earned a Bachelors Degree (or 180 college credits) in a job related field of study, as determined by the Employer shall receive five (5%) percent of their base monthly wage. The maximum an Employee may receive in education incentive is 5%.

28.1.1 This education incentive will be based on transcripts or other reports from accredited colleges, universities, or approved training schools provided by the officer.

ARTICLE 29 LONGEVITY PAY

29.1. Longevity Pay — Effective January 1, 2019, all Employees shall receive an additional pay increment beginning after completion of five (5) years of continuous employment in a position in the bargaining unit. This increment shall be equal to a percentage of base pay for each five (5) years of continuous service in a position in the bargaining unit completed, without a cap, as set forth below.

Total Years of Service	Additional Increment
0-5	0%
6-10	2%
11-15	3%
16-20	4%
21-25	6%
26+	7%

ARTICLE 30 DEFERRED COMPENSATION

30.1 The Employer shall make a qualified, tax-deferred Section 457 compensation program available to bargaining unit Employees. The Employer will match each Employee's deferred compensation contribution to a maximum Employer contribution of two percent (2%) of the employee's base rate of pay. This contribution shall be in addition to any physical fitness incentive the employee qualifies for.

ARTICLE 31 TERM OF AGREEMENT

31.1 This Agreement shall remain in full force and effect from January 1, 2019 through December 31, 2021 provided, however, that this Agreement shall be subject to change or modification as may be mutually agreed upon by the parties hereto.

DATED THIS _____ day of _____, 2019

CITY OF BAINBRIDGE ISLAND	BAINBRIDGE ISLAND POLICE GUILD
Morgan Smith City Manager	William Shields President

APPENDIX A
TO THE
AGREEMENT
BY AND BETWEEN
CITY OF BAINBRIDGE ISLAND
AND
BAINBRIDGE ISLAND POLICE OFFICERS GUILD

THIS APPENDIX IS SUPPLEMENTAL to the Agreement by and between the CITY OF BAINBRIDGE ISLAND (hereinafter referred to as the "Employer") and the Employees of the Law Enforcement Department (hereinafter referred to as the "Employees").

A.1 The following table contains the wages in effect January 1, 2019.

Classification	Step A 0-12 Mo.	Step B 13-24 Mo.	Step C 25-36 Mo.	Step D 37-48 Mo.	Step E 49-60 Mo.
Sergeant				$8523	$9019
Corporal				$7827	$8199
Officer	$5943	$6290	$6656	$7044	$7454

This represents a 4% retroactive increase.

A.2 Effective January 1, 2020, the rates of pay set forth in Section A.1 shall be increased by one hundred (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) for Seattle-Tacoma-Bellevue for that period from June 2018 to June 2019 as is specified by the Bureau of Labor Statistics, United States Department of Labor. The COLA shall not be less than one and one-half percent (1.5%), nor shall it exceed four percent (4%).

A.3 Employees shall be eligible for physical fitness incentive as provided in Appendix B.

A.4 Effective January 1, 2021 the rates of pay set forth in Section A.1, as further increased by A.2 shall be increased by one hundred (100%) of that percentage increase set forth in the All Urban Consumers Index (CPI-U) for Seattle-Tacoma-Bellevue for that period from June 2019 to June 2020, as is specified by the Bureau of Labor Statistics, United States Department of Labor. The COLA shall not be less than one and one-half percent (1.5%), nor shall it exceed four percent (4%).

A.5 Progression through the Step Plan shall be in accordance with twelve (12) months in each step, with the exception of the first advancement which shall take place the first January after hiring into the position. Step advancement shall be automatic, based on satisfactory performance. Any early advancement shall create a new anniversary date for establishing further step increases.

A.6 Corporals will be placed into Step D upon promotion and shall remain in Step D for no less than 12 months. Step advancement shall be based on satisfactory performance.

A.7 When an Employee is advanced to a higher job classification, the Employee shall be placed in a Step in the higher classification which is greater than their current rate of pay that is at least five (5%) percent greater than his/her current rate of pay.

A.8 Retroactive wages will be paid only to employees on the City's payroll on the date of final ratification of this Agreement by the last party to ratify.

A.9 In accordance with the Memorandum of Understanding dated December 3, 2014, Officer Bob Day's base wage rate will remain red-circled at his base rate of pay in effect in December 2014, increased by all across-the-board wage increases granted to the Patrol Officer classification thereafter.

APPENDIX B
TO THE
AGREEMENT
BY AND BETWEEN
CITY OF BAINBRIDGE ISLAND
AND
BAINBRIDGE ISLAND POLICE OFFICERS GUILD

B.1 Law enforcement officers have unique job functions, some of which can be physically demanding and dangerous. An officer's capability to perform those functions can affect personal and public safety. The purpose of the employer's physical fitness incentive is to promote the physical capability of the employees employed in the Bainbridge Island Police Department to meet the physical demands inherent in a police officer's job and to enhance the employee's general physical fitness level.

B.2 Participation in the physical fitness program is voluntary. The design of the physical fitness program is not intended to be punitive and instead is designed to encourage employees to continue to maintain the ability to meet the requirements of the Washington State Criminal Justice Training Commission Basic Law Enforcement Academy Physical Ability Test (PAT).

B.3 The Employer will offer employees the opportunity to demonstrate they meet the requirements for obtaining the physical fitness incentive once per year. A follow-up test will be offered approximately thirty days later for employees who fail or miss the first test. The tests will be offered during work hours in conjunction with in-service training. Employees taking the test off-duty will not be compensated for time taking the test. Time spent training, exercising, and general conditioning in preparation to take the test shall be on an individual and voluntary basis without compensation.

B.4 The Employer will comply with legal requirements relating to accommodating employees with disabilities.

B.5 Employees who pass the Department's physical fitness test and meet the requirements of the PAT, as it exists currently and is hereafter amended, shall receive a physical fitness incentive of one and one-half percent (1.5%) of the employee's base salary into the employee's 457 deferred compensation plan, effective January 1 through December 31 of the following calendar year. An employee must pass the test at least once every year in order to receive the incentive the following calendar year.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (8:50 PM) Set Public Hearing on Ordinance No. 2019-31, Extending Interim Official Control Establishing Small Wireless Facilities Design Standards - Executive,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Ordinance **PROPOSED BY:** Executive

RECOMMENDED MOTION:

I move to set a public hearing on Ordinance No. 2019-31 on the agenda for the October 22, 2019 Business Meeting.

SUMMARY:

On May 14, 2019, the City Council adopted Ordinance No. 2019-15, an interim official control establishing design guidelines for small wireless facilities. The interim official control was enacted for a six-month duration and expires on November 14, 2019. The Planning Commission is currently working on permanent design guidelines, but additional work is required. Therefore, staff recommends extension of the interim official control for an additional six-month period.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

The Federal Communications Commission ("FCC") recently adopted a Declaratory Ruling, Order, and Regulation ("FCC Order"), which imposes limitations on local municipalities including the City of Bainbridge Island ("City") regarding processing and review of all permits associated with the deployment of small wireless facilities

On May 14, 2019, in response to the FCC Order, the City Council approved Ordinance No. 2019-15, adopting an interim official control that adopted a new Chapter 18.10A, establishing interim small wireless facility design standards, amended Table 18.09.020, BIMC 18.09.030, and BIMC 18.10.010, and repealed and replaced Chapter 18.11 BIMC.

On June 11, 2019, the City Council held a public hearing on Ordinance No. 2019-15 to receive public comment on the interim official control. On August 13, 2019, the City Council directed the Planning Commission to begin work on permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15.

On September 12, 2019, the Planning Commission began consideration of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15. The Planning Commission is currently scheduled to continue its consideration of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15 during its October 24, 2019 and November 14, 2019 meetings

The interim official control took effect on May 14, 2019. If the Council approves Ordinance No. 2019-31, the interim official control will be extended, and remain in effect, until May 14, 2020, unless terminated earlier by the City Council.

ATTACHMENTS:

Ordinance No. 2019-31, Extending Interim Official Control Establishing Small Wireless Facilities Design Standards

Ordinance No. 2019-15, Interim Official Control Establishing Small Wireless Facilities Design Standards (Expires 11-14-19)

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

ORDINANCE NO. 2019-31

AN ORDINANCE of the City of Bainbridge Island, Washington, concerning wireless communications facilities; leaving the effective date of the interim official control adopted by Ordinance No. 2019-15 unchanged; adopting a work plan; and extending the duration of the interim official control adopted by Ordinance No. 2019-15 for an additional six-month period.

WHEREAS, the Federal Communications Commission ("FCC") adopted a Declaratory Ruling, Order, and Regulation ("FCC Order"), which imposes limitations on local municipalities including the City of Bainbridge Island ("City") regarding processing and review of all permits associated with the deployment of small wireless facilities; and

WHEREAS, the City Council finds that the existence of the federal regulations requires the immediate enactment of administrative procedures and processes which can comply with the FCC Order; and

WHEREAS, on May 14, 2019, in response to the FCC Order, the City Council approved Ordinance No. 2019-15, adopting an interim official control that created a new Chapter 18.10A, establishing interim small wireless facility design standards, amended Table 18.09.020, BIMC 18.09.030, and BIMC 18.10.010, and repealed and replaced Chapter 18.11 BIMC; and

WHEREAS, the interim official control adopted by Ordinance No. 2019-15 was established for a six (6) month period, which the Council found to be necessary for the immediate preservation of the public peace, health, and safety; and

WHEREAS, contemporaneous with the consideration of Ordinance No. 2019-15, the City Council enacted amendments to its existing master permit code provisions, Chapter 19.02 BIMC, and adopted a new Chapter 19.10 BIMC in order to provide a clear permitting procedure for the deployment of small wireless facilities; and

WHEREAS, on June 11, 2019, the City Council held a public hearing on Ordinance No. 2019-15 to receive public comment on the interim official control; and

WHEREAS, the adoption of aesthetic standards for deployment of small wireless facilities and utilization of a concurrent process emphasizing administrative review enables compliance with the federal presumptively reasonable time limits for review of proposed deployments of small wireless facilities; and

WHEREAS, the City was required to enact administrative procedures and process to comply with the new presumptive federal safe harbors on or before January 14, 2019; and

WHEREAS, separately, federal law and regulation sets time limits on the processing of applications for eligible facility requests to expand existing structures which do not substantially change the height or profile of the structures used to collocate wireless communications facilities, and which regulations will replace Chapter 18.11 BIMC; and

WHEREAS, on August 13, 2019, the City Council directed the Planning Commission to begin work on permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15; and

WHEREAS, on September 12, 2019, the Planning Commission began consideration of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15; and

WHEREAS, the Planning Commission is currently scheduled to continue its consideration of permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15 during its October 24, 2019 and November 14, 2019 meetings; and

WHEREAS, additional meetings before the Planning Commission may be required before the Planning Commission recommends permanent regulations for City Council consideration; and

WHEREAS, the City Council likely will need several meetings to review, discuss, and consider adoption of the Planning Commission's recommendation; and

WHEREAS, the City is authorized by state law, including RCW 36.70A.390, to expeditiously adopt interim official control ordinances due to a public emergency for the protection of the public peace, safety, or health while permanent regulations are developed, vetted, and processed through the City's standard legislative procedures; and

WHEREAS, the City Council finds that the adoption of the interim official control adopted by Ordinance No. 2019-15 allowed the City to put in place standards to come into compliance with the FCC Order, while providing a meaningful opportunity for its residents to provide input regarding design, concealment, and other aesthetic standards within the longer timeframe permitted by use of an interim official control ordinance; and

WHEREAS, the City Council finds that a six-month extension of the interim official control adopted by Ordinance No. 2019-15 is necessary to allow the Planning Commission and City Council to develop, vet, and process permanent regulations to replace the interim official control and to solicit additional public comment from residents regarding design, concealment, and other aesthetic standards within the longer timeframe permitted by an extension of the interim official control; and

WHEREAS, on October 8, 2019, the City Council set a public hearing on Ordinance No. 2019-31, extending the interim official control adopted by Ordinance No. 2019-15 for six months, on the agenda for the October 22, 2019 Council Meeting; and

WHEREAS, on October 22, 2019, the City Council held a public hearing on Ordinance No. 2019-31, including the work plan included as **Exhibit A** to this ordinance; and

WHEREAS, the interim official control promotes the public good and is necessary for the protection of public health, property, safety and welfare, and the public emergency on which the interim official control was imposed continues to exist and this ordinance does not change the basis for the that declaration of emergency nor the effective date of the interim official control, which is May 14, 2019.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Purpose. The purpose of this ordinance is to extend the interim official control adopted by Ordinance No. 2019-15 for an additional six-month period, unless terminated earlier by the City Council, and to adopt a work plan for the adoption of permanent regulations.

Section 2. Findings of Fact. The recitals set forth above are hereby adopted as additional and supplemental findings of fact to the City Council's initial findings of fact in support of the interim official control, as initially established by Ordinance No. 2019-15.

Section 3. Duration of Interim Official Control Extended. The interim official control is hereby amended, as also stated in Section 6 below, to extend the duration of the interim official control until May 14, 2020, six months beyond the current expiration date, which, without this extension, would be November 14, 2019.

Section 4. Interim Official Control Work Plan and Hearing. As provided for under RCW 35A.63.220 and RCW 36.70A.390, the City may renew an interim official control for one or more six-month periods if a work plan has been developed, a public hearing has been held, and findings of fact have been made. The City is hereby extending the interim official control as described herein based on the work plan that has been developed and is attached and incorporated herein as **Exhibit A** to this ordinance, the public hearing that was held related to this ordinance, and the findings of fact related to this interim official control that have been made in this ordinance and in Ordinance No. 2019-15.

Section 5. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 6. No Change to Basis for Declaration of Emergency or Effective Date; Extension of Duration. This ordinance shall take effect and be in force five days from and after its passage and publication as required by law. Provided, that this ordinance is not intended to change the basis of the emergency declaration stated in Ordinance No. 2019-15, which preceded this ordinance. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration were included in the "Whereas" clauses in Ordinance Nos. 2019-15 and those "Whereas" clauses are adopted as findings of fact. This ordinance amending the interim official control shall extend the

duration of the interim official control for an additional six-month period, until May 14, 2020, unless terminated earlier by the City Council. This ordinance does not change the effective date of the interim official control, which is May 14, 2019. The Council may, at its sole discretion, renew the interim official control for one or more six-month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

PASSED by the City Council this ____ day of _____, 2019.

APPROVED by the Mayor this ____ day of _____, 2019.

_____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NUMBER: 2019-31

Attachment: Exhibit A

EXHIBIT A

WORK PLAN FOR PERMANENT REGULATIONS GOVERNING THE DEPLOYMENT OF SMALL WIRELESS FACILITIES (October 8, 2019)

The Federal Communications Commission ("FCC") recently adopted a Declaratory Ruling, Order, and Regulation ("FCC Order"), which imposes limitations on local municipalities including the City of Bainbridge Island ("City") regarding processing and review of all permits associated with the deployment of small wireless facilities

On May 14, 2019, in response to the FCC Order, the City Council approved Ordinance No. 2019-15, adopting an interim official control that created a new Chapter 18.10A, establishing interim small wireless facility design standards, amended Table 18.09.020, BIMC 18.09.030, and BIMC 18.10.010, and repealed and replaced Chapter 18.11 BIMC.

On June 11, 2019, the City Council held a public hearing on Ordinance No. 2019-15 to receive public comment on the interim official control. On August 13, 2019, the City Council directed the Planning Commission to begin work on permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15.

The interim official control took effect on May 14, 2019. If the Council approves Ordinance No. 2019-31, the interim official control will be extended, and remain in effect, until May 14, 2020, unless terminated earlier by the City Council.

The City has developed, and is proceeding based on, the work program described below to adopt permanent regulations to replace the interim official control adopted by Ordinance No. 2019-15.

2019 Q4

Planning Commission:

On September 12, 2019, the Planning Commission began consideration of permanent regulations. Continued discussion is scheduled for the Planning Commission's October 24, 2019 and November 14, 2019 meetings. Following these meetings, additional consideration before the Planning Commission will be scheduled as needed. At least one public hearing will be held by the Planning Commission before its recommendation regarding permanent regulations is made to the City Council. Staff solicited comments from industry representatives, which will be provided for review by the Planning Commission.

City Council:

Council consideration of Ordinance No. 2019-31, extending the interim official control for an additional six-month period.

2020 Q1/Q2

Planning Commission:

Additional consideration before the Planning Commission, as needed. At least one public hearing will be held by the Planning Commission before its recommendation regarding permanent regulations is made to the City Council.

City Council:

City Council review and action on the permanent regulations recommended by the Planning Commission.

ORDINANCE NO. 2019-15

AN ORDINANCE of the City of Bainbridge Island, Washington, concerning wireless communications facilities; Amending Title 18 of the Bainbridge Island Municipal Code to add a new Chapter 18.10A BIMC, authorizing and establishing design and concealment standards for small wireless facilities; Amending BIMC 18.10.030 regarding definitions; Revising BIMC 18.10.010 to adopt applicability section; Repealing and replacing in full Chapter 18.11 BIMC concerning eligible facilities requests; Adopting findings in support of the foregoing; Requiring a post-adoption public hearing on the foregoing; Providing for severability; Declaring a public emergency and establishing an immediate effective date.

WHEREAS, the Federal Communications Commission ("FCC") recently adopted a Declaratory Ruling, Order, and Regulation ("FCC Order"), which imposes limitations on local municipalities including the City of Bainbridge Island ("City") regarding processing and review of all permits associated with the deployment of small wireless facilities; and

WHEREAS, the City Council finds that the existence of the federal regulations requires the immediate enactment of administrative procedures and processes which can comply with the FCC Order; and

WHEREAS, the aesthetic design and concealment standards that govern deployment of small wireless facilities will become part of Chapter 18.10A BIMC; and

WHEREAS, contemporaneous with the consideration of this ordinance, the City Council enacted amendments to its existing master permit code provisions, Chapter 19.02 BIMC, and adopted a new Chapter 19.10 BIMC in order to provide a clear permitting procedure for the deployment of small wireless facilities; and

WHEREAS, the adoption of aesthetic standards for deployment of small wireless facilities and utilization of a concurrent process emphasizing administrative review enables compliance with the federal presumptively reasonable time limits for review; and

WHEREAS, the City was required to enact administrative procedures and process to comply with the new presumptive federal safe harbors on or before January 14, 2019; and

WHEREAS, separately, federal law and regulation sets time limits on the processing of applications for eligible facility requests to expand existing structures which do not substantially change the height or profile of the structures used to collocate wireless communications facilities, and which regulations will replace Chapter 18.11 BIMC; and

WHEREAS, the City is authorized by state law, including RCW 36.70A.390, to expeditiously adopt interim official control ordinances due to a public emergency for the protection of the public peace, safety, or health while permanent regulations are developed, vetted, and processed through the City's standard legislative procedures; and

WHEREAS, the City Council finds that the adoption of this interim official control ordinance will allow the City to put in place standards to come into compliance with the FCC Order, while providing a meaningful opportunity for its citizens to provide input regarding design, concealment, and other aesthetic standards within the longer timeframe permitted by use of an interim official control ordinance; and

WHEREAS, the City Council finds that adopting interim official control as set forth herein for up to six (6) months is necessary for the immediate preservation of the public peace, health, or safety.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Purpose. The purpose of this ordinance is to adopt and establish interim aesthetic requirements and revisions to the City's wireless communications facilities code provisions in response to the FCC Order for a period of six (6) months, or until such earlier time as permanent regulations may be adopted.

Section 2. Findings. The recitals set forth above are hereby adopted as the City Council's initial findings of fact in support of the interim official control established by this ordinance. The City Council further finds that this ordinance is necessary, in conjunction with Ordinance No. 2019-11, to address potential applications for small wireless facilities within the presumptive safe harbor review periods prescribed by the FCC Order. As such, a public emergency exists requiring that this ordinance take effect immediately upon passage.

Section 3. Amendment of BIMC 18.10.010. Section 18.10.010 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

18.10.010 – ~~Purpose.~~ General Provisions.

A. This chapter addresses the issues of location and appearance associated with wireless communication facilities ("WCFs"). It provides adequate siting opportunities through a wide range of locations and options which minimize safety hazards and visual impacts sometimes associated with wireless communications technology. The chapter encourages siting of facilities on existing buildings or structures, co-location of several providers' facilities on a single support structure, and visual mitigation measures to maintain neighborhood appearance and reduce visual clutter in the city.

B. Applicability

1. Applicability. The provisions of this chapter shall apply to all new WCFs located within the boundaries of the City, and for any modification to an existing WCF that is not governed by Chapter 18.11 BIMC, provided that this chapter shall not apply to small wireless facilities that are permitted under Chapter 19.10 BIMC and are subject to Chapter 18.10A BIMC.

2. Permit Required. Any person who desires to place any WCF within the boundaries of the city must apply to the city for the appropriate wireless communication facility permit.

3. Lease Required. In addition to the requirement of obtaining the appropriate wireless communication facility permit, if all or a portion of the WCF will be located upon a city-owned structure, or upon non-right-of-way property which is either city-owned or city-leased, the applicant shall be required to enter into a lease agreement with the city for the use of the city property.

4. Master Permit Required. In addition to the requirement of obtaining the appropriate wireless communication facility permit, if all or a portion of the WCF will be located within the city's right-of-way, the applicant shall be required to obtain a master permit, consistent with Chapters 19.02 and 19.04 BIMC, from the city for the use of the city's right-of-way.

Section 4. Amendment of Table 18.09.020. The Utility and Telecommunications section of Table 18.09.020 of the Bainbridge Island Municipal Code is hereby amended to read as follows:

UTILITY AND TELECOMMUNICATIONS Note: Utility and telecommunications uses may be subject to additional requirements in BIMC 16.12.030.C.7.																					
ZONING DISTRICT USE CATEGORY/TYPE	R-0.4	R-1	R-2	R-2.9	R-3.5	R-4.3	R-5	R-6	R-8	R-14	Winslow Mixed Use Town Center					HSR I and II	NC	B/I	WD-1	Use-Specific Standards BIMC 18.09.030
											CC	MA	EA	Gate	Ferry [1]					
Monopole or Lattice Tower	P																	P		
Small Wind Energy Generator	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P/C	P/C	P/C	F-1
Utility, Primary	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P	C	F-2
Public Communications Tower	P	P	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	P	A	F-3
Wireless Communication Facilities, Facility I	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Wireless Communication Facilities, Facility II	P										P	P	P	P	P	P	P	P	P	
Wireless Communication Facilities, Facility III	P																	P	P	
Small Wireless Facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	B-5

Section 5. Amendment of BIMC 18.09.030. Section 18.09.030 of the Bainbridge Island Municipal Code is hereby amended to include a new Subsection 18.09.030.B.5, to read as follows:

5. Small wireless facilities. Except for locations in the right-of-way, small wireless facilities are prohibited on any property containing a residential use in the residential zones.

Section 6. Adoption of New Chapter 18.10A BIMC. Title 18 of the Bainbridge Island Municipal Code is hereby amended to include a new Chapter 18.10A BIMC, to read as follows:

Chapter 18.10A
USE REGULATIONS - SMALL WIRELESS FACILITIES

18.10A.010 Purpose.
18.10A.020 Applicability.
18.10A.030 Definitions.
18.10A.040 Design Zones.
18.10A.050 Design and Concealment standards for small wireless facilities.
18.10A.060 New poles for small wireless facilities and installations in a Design Zone.

18.10A.010 Purpose.

The purposes of this chapter are to set forth regulations for the placement and development of small wireless facilities. Among the purposes included are to:

A. Manage reasonable access to the right-of-way of the City for communication purposes on a nondiscriminatory basis.

B. Conserve the limited physical capacity of the public rights-of-way held in public trust by the City.

C. Ensure that all service providers maintaining facilities or providing services within the City comply with the ordinances, rules, and regulations of the City.

D. Reduce unnecessary local regulation of providers and services.

E. Ensure that the City can continue to fairly and responsibly protect the public health, safety, and welfare.

F. Encourage the provision of advanced and competitive telecommunications, on the widest possible basis to the businesses, institutions and residents of the City.

G. Minimize potential adverse visual, aesthetic, and safety impacts of small wireless facilities.

H. Encourage the design of such small wireless facilities to be aesthetically and architecturally compatible with the surrounding built and natural environments where possible.

I. Encourage the collocation or attachment of small wireless facilities on existing support structures to help minimize the total number and impact of such structures throughout the community.

J. Reserve to the City and provide for the fullest exercise possible of the authority and discretion of the City to require that:

1. Facilities are installed and maintained within the public rights-of-way in such manner and at such points so as not to inconvenience the public use of the public rights-of-way or to adversely affect the public, safety and welfare; and

2. All non-City users of the rights-of-way shall be required to reimburse and hold harmless the City for the actual costs incurred by the City by reason of the construction or presence in the public rights-of-way of the facilities of such other users.

18.10A.020 Applicability.

Any application for a small wireless facility both inside and outside of the right-of-way shall comply with the following application requirements for a small wireless facility permit described in this chapter. Applications must also comply with the requirements of Chapter 19.10 BIMC. For small wireless facilities inside the right-of-way, the applicant must also comply with the requirements of Chapters 19.02 and 19.04 BIMC.

18.10A.030 Definitions.

For the purpose of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings given herein. Words not otherwise defined shall have their common and ordinary meaning:

A. "Antenna" means an apparatus designed for the purpose of emitting radiofrequency ("RF") radiation, to be operated or operating from a fixed location pursuant to FCC authorization, for the provision of personal wireless service and any commingled information services. For purposes of this definition, the term antenna does not include an unintentional radiator, mobile station, or device authorized under 47 CFR Part 15.

B. "Applicant" means any person or corporation submitting an application for a small wireless facility permit.

C. "City property" means any real property owned by City, whether in fee or other ownership estate of interest.

D. "Collocation" means (1) mounting or installing an antenna facility on a pre-existing structure, and/or (2) modifying a structure for the purpose of mounting or installing an antenna facility on that structure. Provided that, for purposes of Eligible Facilities Requests, "collocation" means the mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

E. "Director" means the Director of Planning and Community Development or his/her designee.

F. "FCC" or "Federal Communications Commission" means the federal administrative agency, or lawful successor, authorized to regulate and oversee telecommunications carriers, services and providers on a national level.

G. "Grantee" means a person holding a master permit.

H. "Light Pole" means a pole used primarily for lighting streets, parking areas, parks or pedestrian paths.

I. "Master Permit" means the authorization granted by the City to an operator of a telecommunications system, under this title, giving the operator the nonexclusive right to occupy the space, or use facilities upon, across, beneath, or over any public right-of-way in the City, to provide a specified service within a master permit area. Such master permit shall not include or be a substitute for:

1. Any other permit or authorization required for the privilege of transacting and carrying on a business within the City required by the ordinances and laws of the City;

2. Any permit, agreement or authorization required in connection with operations on or in public streets or property, including, by way of example and not limitation, street cut permits;

3. Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by the master permit including, without limitation, permits and agreements for placing devices on or in poles, conduits, other structures, or railroad easements, whether owned by the City, or a private entity; or

4. The right to place devices in the right-of-way, such as pay telephones, for end user use in terminating or originating transmissions.

By way of example, and without limiting the foregoing, this title shall not be read to diminish or in any way affect the authority of the City to control the use of the City's real estate, fixtures or personal property. Therefore, any person who desires to use such property must obtain additional approvals, or agreements for that purpose, as may be required by the City.

J. "Public right-of-way" or "right-of-way" means land acquired or dedicated for public roads and streets but does not include:

1. State highways;

2. Land dedicated for road, streets, and highways not opened and not improved for motor vehicle use by the public;

3. Structures, including poles and conduits, located within the right-of-way;

4. Federally granted trust lands or forest board trust lands;

5. Lands owned or managed by the state parks and recreation commission; or

6. Federally granted railroad rights-of-way acquired under 43 U.S.C. Sec 912 and related provisions of federal law that are not open for motor vehicle use.

K. "Service provider" is defined consistently with RCW 35.99.010(6). Service provider shall include those infrastructure companies that provide telecommunications services or equipment to enable the deployment of telecommunication services.

L. "Small wireless" and "small wireless facility" shall have the same meaning as a "small wireless facility" as set forth in 47 CFR 1.6002.

M. "Structure" means a pole, tower, base station, or other building, whether or not it has an existing antenna facility, that is used or to be used for the provision of telecommunications service (whether on its own or comingled with other types of services).

N. "Telecommunications facilities" means the plant, equipment and property including, but not limited to, cables, wires, conduits, ducts, pedestals, electronics, and other appurtenances used or to be used to transmit, receive, distribute, provide or offer wireline or wireless telecommunications service.

O. "Telecommunications service" means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this subsection, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this chapter, telecommunications service excludes the over-the-air transmission of broadcast television or broadcast radio signals.

P. "Traffic Signal Poles" means a pole that supports equipment used for controlling traffic, including but not limited to traffic lights, rapid flashing beacons, speed radar, and school zone flashers.

Q. "Transmission equipment" means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

R. "Unified enclosure" means a small wireless facility providing concealment of antennas and equipment within a single enclosure.

S. "Utility pole" means a structure designed and used primarily for the support of electrical wires, telephone wires, television cable, traffic signals, or lighting for streets, parking areas, or pedestrian paths.

T. "Wireline" means services provided using a physically tangible means of transmission, including without limitation wire or cable, and the apparatus used for such transmission.

18.10A.040 Design Zones.

A. The following areas, as defined in Chapter 18.06 BIMC, are designated as Design Zones for the purpose of siting small wireless facilities:

1. Mixed Use Town Center;

2. Neighborhood Service Centers;

3. HS Road zoning districts; and

4. In the right-of-way of State Highway 305 from Harborview Drive SE to High School Road.

B. Any applicant who desires to place a small wireless facility in a Design Zone must first establish that the applicant cannot locate the small wireless facility outside of the Design Zone. Applications for small wireless facilities in a Design Zone may be approved if the applicant demonstrates that due to technical infeasibility the applicant cannot locate the proposed small wireless facility on an existing or replacement pole within 500 feet of the proposed site and outside of the Design Zone.

C. Applications for small wireless facilities within Design Zones are approved or denied by the Director and must comply with a concealment element design described in BIMC 18.10A.060 below.

18.10A.050 Design and Concealment standards for small wireless facilities.

Small wireless facility deployments permitted inside or outside the right-of way shall conform to the following design standards:

A. Small wireless facilities attached to existing or replacement non-wooden light poles or utility poles in the right-of-way or non-wooden light poles or utility poles outside of the right-of-way shall conform to the following design criteria:

1. Upon adoption of a City standard small wireless facility pole design(s) within the Design and Construction Standards, an applicant is encouraged to first consider using or modifying the standard pole design to accommodate its small wireless facility without substantially changing the outward visual and aesthetic character of the design. The applicant, upon a showing that use or modification of the standard pole design is either technically or physically infeasible, or that the modified pole design will not comply with the City's ADA, sidewalk clearance requirements and/or would violate electrical or other safety standards, may deviate from the adopted standard pole design and use the design standards as adopted in this subsection A.

2. The applicant shall minimize to the extent possible the antenna and equipment space and shall use the smallest amount of enclosure possible to fit the necessary equipment. The antennas and equipment shall be located using one of the following methods:

(a) Concealed completely within the pole or pole base. Antennas and the associated equipment enclosures (including disconnect switches and other appurtenant devices) shall be fully concealed within the pole, unless such concealment is otherwise technically infeasible, or is incompatible with the pole design. If within the pole base, the base shall meet the ADA requirements and not impact the pedestrian access route.

(b) Located on a pole. If located on a pole, antennas and the associated equipment enclosures (including disconnect switches and other appurtenant devices) must be camouflaged to appear as an integral part of the pole or flush mounted to the pole, meaning for antennas no more than twelve (12) inches off of the pole and for associated equipment no more than six (6) inches off the pole, and must be the minimum size necessary for the intended purpose, but in no event shall any antenna exceed three (3) cubic feet in volume. The equipment enclosure and all other wireless equipment associated with the pole (including but not limited to conduit), including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole, may not exceed twenty-eight (28) cubic feet. If the equipment enclosure is permitted on the exterior of the pole, the applicant is required to place the equipment enclosure behind any banners or road signs that may be on the pole, provided that such location does not interfere with the operation of the banners or signs or the equipment itself. The applicant may propose a side mounted canister antenna, so long as the inside edge of the antenna is no more than six (6) inches from the surface of the pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the pole.

(c) Underground in a utility vault. If located underground, the access lid to the equipment enclosure shall be located outside the footprint of any pedestrian curb ramp and shall have a nonskid surface meeting ADA requirement if located within an existing pedestrian access route.

(d) On private property. If located on private property, the applicant shall submit a copy of a letter of authority from the private property owner prior to the small wireless facility permit issuance.

3. The furthest point of any equipment enclosure may not extend more than twenty-eight (28) inches from the face of the pole. Any equipment or antenna enclosures must meet WSDOT height clearance requirements.

4. All conduit, cables, wires and fiber must be routed internally in the non-wooden pole. Full concealment of all conduit, cables, wires and fiber is required within mounting brackets, shrouds, canisters or sleeves if attaching to exterior antennas or equipment.

5. An antenna on top of an existing pole may not extend more than six (6) feet above the height of the existing pole and the diameter may not exceed sixteen (16) inches, measured at the top of the pole, unless the applicant can demonstrate that more space is technically needed. The antennas shall be integrated into the pole design so that it appears as a continuation of the original pole, including colored or painted to match the pole, and shall be shrouded or screened to blend with the pole except for canister antennas which shall not require screening. All cabling and mounting hardware/brackets from the bottom of the antenna to the top of the pole shall be fully concealed and integrated with the pole.

6. Any replacement pole shall substantially conform to the design of the pole it is replacing or the neighboring pole design standards utilized within the contiguous right-of-way. Any replacement pole shall be placed as close to the original pole as possible, but no more than five (5) feet from the existing pole location.

7. The height of any replacement pole may not extend more than six (6) feet above the height of the existing pole or the minimum additional height technically necessary; provided, that the height of the replacement pole cannot be extended further by additional antenna height.

8. The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements and shall, to the extent technically feasible, not be more than a twenty (20) inches measured at the base of the pole, unless additional diameter is needed in order to conceal equipment within the base of the pole, and shall comply with the requirements in subsection E.4 below.

9. The use of the pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

B. Wooden pole design standards. Small wireless facilities located on wooden poles shall conform to the following design criteria:

1. The wooden pole at the proposed location may be replaced with a taller pole for the purpose of accommodating a small wireless facility; provided, that the replacement pole shall not exceed a height that is a maximum of ten (10) feet taller than the existing pole, unless a further height increase is required and confirmed in writing by the pole owner and that such height extension is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities.

2. A pole extender may be used instead of replacing an existing pole but may not increase the height of the existing pole by more than ten (10) feet, unless a further height increase is required and confirmed in writing by the pole owner and that such height increase is the minimum extension possible to provide sufficient separation and/or clearance from electrical and wireline facilities. A "pole extender" as used herein is an object affixed between the pole and the antenna for the purpose of increasing the height of the antenna above the pole. The pole extender shall be painted to approximately match the color of the pole and shall substantially match the diameter of the pole measured at the top of the pole.

3. Replacement wooden poles must either match the approximate color and materials of the replaced pole or shall be the standard new wooden pole used by the pole owner in the City.

4. Antennas, equipment enclosures, and all ancillary equipment, boxes and conduit shall be colored or painted to match the approximate color of the surface of the wooden pole on which they are attached.

5. Antennas shall not be mounted more than twelve (12) inches from the surface of the wooden pole.

6. Antennas should be placed in an effort to minimize visual clutter and obtrusiveness. Multiple antennas are permitted on a wooden pole provided that each antenna enclosure shall not be more than three (3) cubic feet in volume.

7. A canister antenna may be mounted on top of an existing wooden pole, which may not exceed the height requirements described in subsection B.1 above. A canister antenna mounted on the top of a wooden pole shall not exceed sixteen (16) inches, measured at the top of the pole, and shall be colored or painted to match the pole. The canister antenna must be placed to look as if it is an extension of the pole. In the alternative, the applicant may propose a side mounted canister antenna, so long as the inside edge of the antenna is no more than twelve (12) inches from the surface of the wooden pole. All cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the wooden pole.

8. The furthest point of any antenna or equipment enclosure may not extend more than twenty-eight (28) inches from the face of the pole. Any equipment or antenna enclosures must meet WSDOT height clearance requirements.

9. An omni-directional antenna may be mounted on the top of an existing wooden pole, provided such antenna is no more than four (4) feet in height and is mounted directly on the top of a pole or attached to a sleeve made to look like the exterior of the pole as close to the top of the pole as technically feasible. All cables shall be concealed within the sleeve between the bottom of the antenna and the mounting bracket.

10. All related equipment, including but not limited to ancillary equipment, radios, cables, associated shrouding, microwaves, and conduit which are mounted on wooden poles shall not be mounted more than six (6) inches from the surface of the pole, unless a further distance is technically required, and is confirmed in writing by the pole owner.

11. Equipment for small wireless facilities shall be attached to the wooden pole or placed in accordance with subsection E.1. For equipment placed on the pole, the equipment must be placed in the smallest enclosure possible for the intended purpose. The equipment enclosure and all other wireless equipment associated with the utility pole, including wireless equipment associated with the antenna and any pre-existing associated equipment on the pole, may not exceed twenty-eight (28) cubic feet. Multiple equipment enclosures may be acceptable if designed to more closely integrate with the pole design and does not cumulatively exceed twenty-eight (28) cubic feet. The applicant is encouraged to place the equipment enclosure behind any banners or road signs that may be on the pole, provided that such location does not interfere with the operation of the banners or signs or the equipment itself.

12. An applicant who desires to enclose both its antennas and equipment within one unified enclosure may do so, provided that such enclosure is the minimum size necessary for its intended purpose and the enclosure and all other wireless equipment associated with the pole, including wireless equipment associated with the antenna and any pre-exiting associated equipment on the pole does not exceed twenty-eight (28) cubic feet. The unified enclosure may not be placed more than twelve (12) inches from the surface of the pole. To the extent possible, the unified enclosure shall be placed so as to appear as an integrated part of the pole or behind banners or signs, provided that such location does not interfere with the operation of the banners or signs.

13. The visual effect of the small wireless facility on all other aspects of the appearance of the wooden pole shall be minimized to the greatest extent possible.

14. The use of the wooden pole for the siting of a small wireless facility shall be considered secondary to the primary function of the pole. If the primary function of a pole serving as the host site for a small wireless facility becomes unnecessary, the pole shall not be retained for the sole purpose of accommodating the small wireless facility and the small wireless facility and all associated equipment shall be removed.

15. The diameter of a replacement pole shall comply with the City's setback and sidewalk clearance requirements and shall not be more than a 25% increase of the existing utility pole measured at the base of the pole, unless additional diameter is needed for structural integrity of the pole, and shall comply with the requirements in subsection E.4 below.

16. All cables and wires shall be routed through conduit along the outside of the pole. The outside conduit shall be colored or painted to match the pole. The number of conduit shall be minimized to the number technically necessary to accommodate the small wireless facility.

C. Small wireless facilities attached to existing buildings, shall conform to the following design criteria:

1. Small wireless facilities may be mounted to the sides of a building if the antennas do not interrupt the building's architectural theme.

2. The interruption of architectural lines or horizontal or vertical reveals is discouraged.

3. New architectural features such as columns, pilasters, corbels, or other ornamentation that conceal antennas may be used if it complements the architecture of the existing building.

4. Small wireless facilities shall utilize the smallest mounting brackets necessary in order to provide the smallest offset from the building.

5. Skirts or shrouds shall be utilized on the sides and bottoms of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of the antennas. Exposed cabling/wiring is prohibited.

6. Small wireless facilities shall be colored, painted and textured to match the adjacent building surfaces, unless otherwise technically infeasible.

7. Small wireless facilities must meet the height requirement of the underlying zoning district.

8. Feed lines and coaxial cables shall be located below the parapet of the rooftop.

9. If a cabinet enclosure cannot be located within the building where the wireless communication facilities will be located, then the City's first preference is for the wireless telecommunication carrier to locate the equipment on the roof of the building. If the equipment can be screened by placing the equipment below the parapet walls, no additional screening is required. If screening is required, the proposed screening must be consistent with the existing building in terms of color, design, architectural style, and material. If the cabinet equipment cannot be located on the roof or within the building then it shall be located underground consistent with subsection E.1.

D. Small wireless facilities mounted on cables strung between existing utility poles shall conform to the following standards.

1. Each strand mounted facility shall not exceed three (3) cubic feet in volume.

2. Only one strand mounted facility is permitted between any two existing poles.

3. The pole must be able to support the necessary load requirements of the strand mounted facility.

4. The strand mounted devices shall be placed as close as possible to the nearest utility pole, in no event more than five (5) feet from the pole unless a greater instance technically necessary or is required by the pole owner for safety clearance.

5. No strand mounted device shall be located in or above the portion of the roadway open to vehicular traffic.

6. Ground mounted equipment to accommodate a shared mounted facility is not permitted except when placed in pre-existing equipment cabinets.

7. Pole mounted equipment shall comply with the requirements of subsections A or B above, as applicable.

8. Such strand mounted devices must be installed to cause the least visual impact and without excess exterior cabling or wires (other than the original strand).

9. Strand mounted facilities are only permitted on poles that have existing overhead wirelines.

E. General requirements.

1. Ground mounted equipment in the rights of way is prohibited, unless such facilities are placed under ground or the applicant can demonstrate that pole mounted or undergrounded equipment is technically infeasible. If ground mounted equipment is necessary, then the applicant shall submit a concealment element plan. Generators located in the rights of way are prohibited.

2. No equipment shall be operated so as to produce noise in violation of Chapter 16.16 BIMC.

3. Small wireless facilities are not permitted on traffic signal poles unless denial of the siting could be a prohibition or effective prohibition of the applicant's ability to provide telecommunications service in violation of 47 USC §§ 253 and 332.

4. Replacement poles and new poles shall comply with the Americans with Disabilities Act (ADA), City construction and sidewalk clearance standards, City ordinance, and state and federal laws and regulations in order to provide a clear and safe passage within the rights-of-way. Further, the location of any replacement or new pole must: be physically possible, comply with applicable traffic warrants, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect the public welfare, health or safety.

5. No signage, message or identification other than the manufacturer's identification or identification required by governing law is allowed to be portrayed on any antenna or equipment enclosure. Any permitted signage shall be located on the equipment enclosures and be of the minimum amount possible to achieve the intended purpose (no larger than 4x6 inches); provided, that signs are permitted as concealment element techniques where appropriate.

6. Antennas and related equipment shall not be illuminated except for security reasons, required by a federal or state authority, or unless approved as part of a concealment element plan.

7. Side arm mounts for antennas or equipment must be the minimum extension necessary and may not create a gap of more than twelve (12) inches for wooden poles and no more than six (6) inches for non-wooden poles between the pole and the antennas or equipment.

8. The preferred location of a small wireless facility on a pole is the location with the least visible impact.

9. Antennas, equipment enclosures, and ancillary equipment, conduit and cable, shall not dominate the structure or pole upon which they are attached.

10. Except for locations in the right-of-way, small wireless facilities are prohibited on any property containing a residential use in the residential zones.

11. The City may consider the cumulative visual effects of small wireless facilities mounted on poles within the rights-of-way when assessing proposed siting locations so as to not adversely affect the visual character of the City. This provision shall not be applied to limit the number of permits issued when no alternative sites are reasonably available nor to impose a technological requirement on the applicant.

12. These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would effectively prohibit the applicant from providing a wireless service, alternative forms of concealment or deployment may be permitted which provide similar or greater protections from negative visual impacts to the streetscape.

18.10A.060 New poles for small wireless facilities and installations in a Design Zone.

A. New poles for small wireless facilities or for installations of small wireless facilities in a Design Zone are only permitted if the applicant can establish that:

1. The proposed small wireless facility cannot be located on an existing utility pole or light pole, electrical transmission tower, or on a site outside of the public rights of way such as public non-park property, a building, a transmission tower, or in or on a non-residential use in a residential zone whether by roof or panel-mount or separate structure;

2. The proposed small wireless facility complies with the applicable requirements of BIMC 18.10A.050;

3. The proposed small wireless facility receives approval for a concealment element design, as described in subsection C below;

4. The proposed small wireless facility also complies with Shoreline Management Act, SEPA, and any other relevant law or regulation if applicable; and

5. No new poles shall be located in a critical area or associated buffer or setback required by Chapter 16.20 BIMC except when determined to be exempt pursuant to Chapter 16.20 BIMC.

B. An application for a new pole or installation in a Design Zone is subject to review and approval or denial by the Director.

C. The concealment element design shall include the design of the screening, fencing, or other concealment technology for a tower, pole, or equipment structure, and all related transmission equipment or facilities associated with the proposed small wireless facility, including but not limited to fiber and power connections.

1. The concealment element design should seek to minimize the visual obtrusiveness of the small wireless facility. The proposed pole or structure should have similar designs to existing neighboring poles in the rights-of-way, including similar height to the extent technically feasible. If the proposed small wireless facility is placed on a replacement pole in a Design Zone, then the replacement pole shall be of the same general design as the pole it is replacing, unless the Department of Planning and Community Development otherwise approves a variation due to aesthetic or safety concerns. Any concealment element design for a small wireless facility should attempt to mimic the design of such pole and integrate the small wireless facility into the design of the pole. Other concealment methods include, but are not limited to, integrating the installation with architectural features or building design components, utilization of coverings or concealment devices of similar material, color, and texture - or the appearance thereof - as the surface against which the installation will be seen or on which it will be installed, landscape design, or other camouflage strategies appropriate for the type of installation. Applicants are required to utilize designs in which all conduit and wirelines are installed internally in the structure.

2. If the Director has already approved a concealment element design either for the applicant or another small wireless facility along the same public right-of-way or for the same pole type, then the applicant shall utilize a substantially similar concealment element design, unless it can show that such concealment element design is not physically or technologically feasible, or that such deployment would undermine the generally applicable design standards.

D. Even if an alternative location is established pursuant to BIMC 18.10A.060.A.1, the Director may determine that a new pole in the right-of-way is in fact a superior alternative based on the impact to the City, the concealment element design, the City's Comprehensive Plan and the added benefits to the community.

E. Prior to the issuance of a permit to construct a new pole or ground mounted equipment in the right-of-way, the applicant must obtain a site-specific agreement from the City to locate such new pole or ground mounted equipment. The requirement also applies to the placement of replacement poles when the replacement is necessary for the installation or attachment of the small wireless facility, the replacement structure is higher than the replaced structure, and the overall height of the replacement structure and the wireless facility is more than sixty (60) feet.

F. These design standards are intended to be used solely for the purpose of concealment and siting. Nothing herein shall be interpreted or applied in a manner which dictates the use of a particular technology. When strict application of these requirements would unreasonably impair the function of the technology chosen by the applicant, alternative forms of concealment or deployment may be permitted which provide similar or greater protections of the street scape.

Section 7. Repeal and Replacement of Chapter 18.11 BIMC. Chapter 18.11 of the Bainbridge Island Municipal Code is hereby repealed in its entirety and replaced by the following:

Chapter 18.11
Eligible Facilities Requests

18.11.010 Definitions.
18.11.020 Application.
18.11.030 Qualification as an Eligible Facilities Request.
18.11.040 Timeframe for Review.
18.11.050 Tolling of the Time Frame for Review.
18.11.060 Determination That Application Is Not an Eligible Facilities Request.
18.11.070 Failure to Act.
18.11.080 Enforcement

18.11.010 Definitions

The following definitions shall apply to Eligible Facilities Requests only as described in this Chapter 18.11 BIMC.

A. "Base Station": A structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined herein nor any equipment associated with a tower. Base Station includes, without limitation:

1. Equipment associated with wireless communications services as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems ("DAS") and small wireless networks).

3. Any structure other than a tower that, at the time the relevant application is filed (with jurisdiction) under this section, supports or houses equipment described in subparagraph (i) and (ii) above that has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

4. The term does not include any structure that, at the time the Eligible Facilities Request application is filed with the City, does not support or house equipment described in subparagraph 1.a and 1.b above.

B. "Collocation": The mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communication purposes.

C. "Eligible Facilities Request": Any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving:

1. Collocation of new transmission equipment;

2. Removal of transmission equipment; or

3. Replacement of transmission equipment.

D. "Eligible support structure": Any tower or base station as defined in this section, provided that it is existing at the time the relevant application is filed with the City.

E. "Existing": A constructed tower or base station is existing if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.

F. "Substantial Change": A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:

1. For towers other than towers in the public rights-of-way, it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater; for other eligible support structures, it increases the height of the structure by more than 10% or more than ten (10) feet, whichever is greater;

2. For towers other than towers in the public rights-of-way, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty (20) feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for other eligible support structures, it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six (6) feet;

3. For any eligible support structure, it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for towers in the public rights-of-way and Base Stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

4. It entails any excavation or deployment outside the current site;

5. It would defeat the concealment elements of the eligible support structure; or

6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provided, however, that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified above.

G. "Tower": Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixes wireless services such as microwave backhaul and the associated site.

H. "Transmission equipment". Equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

18.11.020 Application.

The Director shall prepare and make publicly available an application form used to consider whether an application is an Eligible Facilities Request. The application may not require the applicant to demonstrate a need or business case for the proposed modification. Prior to the issuance of an Eligible Facilities Request permit, the applicant shall pay a permit fee in an amount as determined by the City Council and adopted by resolution.

18.11.030 Qualification as an Eligible Facilities Request.

Upon receipt of an application for an Eligible Facilities Request, the Director shall review such application to determine whether the application qualifies as an Eligible Facilities Request.

18.11.040 Timeframe for Review.

Within sixty (60) days of the date on which an applicant submits an Eligible Facilities Request application, the Director shall approve the application unless it determines that the application is

not covered by this Chapter 18.11 BIMC.

18.11.050 Tolling of the Time Frame for Review.

A. The sixty (60) day review period begins to run when the application is filed and may be tolled only by mutual agreement by the Director and the applicant or in cases where the Director determines that the application is incomplete. .

1. To toll the timeframe for incompleteness, the Director shall provide written notice to the applicant within thirty (30) days of receipt of the application, clearly and specifically delineating all missing documents or information required in the application.

2. The timeframe for review begins running again when the applicant makes a supplemental submission in response to the Director's notice of incompleteness.

3. Following a supplemental submission, the Director will notify the applicant within ten (10) days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The timeframe is tolled in the case of second or subsequent notices pursuant to the procedures identified in this subsection. Second or subsequent notice of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

18.11.060 Determination That Application Is Not an Eligible Facilities Request.

If the Director determines that the applicant's request does not qualify as an Eligible Facilities Request, the Director shall deny the application.

18.11.070 Failure to Act.

In the event the Director fails to approve or deny a request for an Eligible Facilities Request within the timeframe for review (accounting for any tolling), the request shall be deemed granted. The deemed grant does not become effective until the applicant notifies the Director in writing after the review period has expired (accounting for any tolling) that the application has been deemed granted.

18.11.080 Enforcement.

Compliance with the provisions of this chapter is mandatory. Any violation of this chapter shall be enforced, and penalties assessed, in accordance with Chapter 1.26 BIMC.

Section 8. Public Hearing. Pursuant to RCW 36.70A.390, the City Council shall hold a public hearing at a City Council meeting within 60 days of adoption of this ordinance in order to take public testimony. Pursuant to RCW 36.70A.390, the City Council may adopt additional legislative findings in support of this ordinance at the conclusion of said hearing.

Section 9. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 10. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

Section 11. Declaration of Emergency; Effective Date; Duration. This ordinance, as a public emergency ordinance necessary for the protection of the public health, public safety, public property, and public peace, shall take effect and be in full force immediately upon passage. Pursuant to *Matson v. Clark County Board of Commissioners*, 79 Wn. App. 641 (1995), non-exhaustive underlying facts necessary to support this emergency declaration are included in the "Whereas" clauses above, all of which are adopted by reference as findings of fact as if fully set forth herein. This interim official control shall take effect immediately and shall remain effective for six (6) months, unless terminated earlier by the City Council. Provided, that the Council may, at its sole discretion, renew the interim official control for one or more six month periods in accordance with state law.

PASSED by the City Council this 14th day of May, 2019.

APPROVED by the Mayor this 14th day of May, 2019.

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

_____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:	May 10, 2019
PASSED BY THE CITY COUNCIL:	May 14, 2019
PUBLISHED:	May 17, 2019
EFFECTIVE DATE:	May 14, 2019
ORDINANCE NUMBER:	2019-15

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (8:55 PM) Amendment No. 1 to the Professional Services Agreement with Cascadia Consulting Group, Inc., for a Greenhouse Gas Emissions Inventory - Executive,

STRATEGIC PRIORITY: Green, Well-Planned Community

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Executive

RECOMMENDED MOTION:

I move to forward Amendment No. 1 to the Professional Services Agreement with Cascadia Consulting Group, Inc., for approval with the October 22, 2019 Consent Agenda.

SUMMARY:

The professional services agreement with Cascadia Consulting, Inc, (attached) was executed on February 14, 2019, and provides for a greenhouse gas emissions inventory to be completed. As proposed, Amendment No. 1 provides for additional scope in response to the Climate Change Advisory Committee's review and discussion of the draft report produced by Cascadia Consulting, Inc. The amendment increases the cost of the contract by $9,495 and so would increase the total cost from $42,599 to $52,094, an increase of 22%.

Because the new total exceeds the City Manager's signing authority and because the requested amendments significantly increase the scope of work and cost, staff is bringing these requests for Council consideration.

FISCAL IMPACT:

Amount:	$9,495
Ongoing Cost:	
One-Time Cost:	$9,495
Included in Current Budget?	No

BACKGROUND: In 2018, the City issued an RFQ for services to conduct a Green House Gas Inventory for both the City municipal operations and for the community more generally. The City received several proposals and selected Cascadia Consulting, Inc., to perform this work. The report estimates greenhouse gas emissions

from the City's municipal and community activity. Cascadia provided a draft report in July of 2019, which the CCAC reviewed. In September, the CCAC met with the consultant and posed several questions and made recommendations for additional review and edits to the draft report.

Cascadia has reviewed the requests for updates to the draft report and additional work from the CCAC and has provided a requested contract amendment of a not-to-exceed amount of $9,495, bringing the total cost to $52,094.

ATTACHMENTS:

Amendment No. 1 to PSA with Cascadia Consulting, Inc., for a Greenhouse Gas Inventory

PSA with Cascadia Consulting, Inc., for a Greenhouse Gas Inventory (Executed 2-14-19)

FISCAL DETAILS:

The revision, if approved, would result in an increased cost of $9,495 which will be supported by the General Fund. This is an increase of 22% over the original cost. The new total is $2,000 greater than the $50,000 budgeted for this report.

Fund Name(s): General Fund

Coding:

AMENDMENT NO. 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment") amends the Agreement for Professional Services ("Agreement") entered into on February 14, 2019, by the City of Bainbridge Island, a Washington State municipal corporation, ("City"), and Cascadia Consulting Group, Inc., a Washington State corporation, ("Consultant").

WHEREAS, the City and the Consultant entered into the Agreement to provide professional services in connection with conducting a greenhouse gas emissions inventory on Bainbridge Island; and

WHEREAS, the City desires to amend the scope of work under the Agreement related to the final Greenhouse Gas Inventory Report to include additional work and correspondingly increase the maximum amount payable under the Agreement by $9,495.00.

NOW, THEREFORE, the City and the Consultant agree to amend the Agreement as follows:

1. Section 3.A is hereby amended to read as follows:

A. The City shall pay the Consultant for such services: (check one)

[ ] Hourly, plus actual expenses, in accordance with Attachment A, but not more than a total of _____ ($_____);
[X] Fixed Sum: a total amount of ~~forty-two thousand five hundred ninety-nine dollars ($42,599.00)~~fifty-two thousand ninety-four dollars ($52,094.00) in accordance with **Attachment A**;
[ ] Other: $_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

2. Attachment A, Scope of Services, is hereby amended to include a new "Task G" to read as shown on **Exhibit A**, which is attached hereto and incorporated herein by this reference.

3. Except as modified herein, all other terms and conditions to the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the later of the signature dates included below.

CASCADIA CONSULTING GROUP, INC.	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name_____	Morgan Smith, City Manager
Title_____	
Tax I.D. #_____	
City Bus. Lic. #_____	

Exhibit A

Task G. Revisions to Greenhouse Gas Emissions Inventory Report

The following tables detail requested revisions to the draft Greenhouse Gas (GHG) Emissions Inventory Report for the City of Bainbridge Island, prepared by the Consultant in accordance with Task D of this Scope of Services. Elements were deemed as "In" or "Out" of this Scope of Services based on reference to the City Seattle, King County, Thurston County, and City of Kirkland's recent GHG inventory methodologies and reports. These were used as a benchmark to define what a "typical" GHG inventory and report would or would not include.

The Consultant will perform the revisions, outlined in the tables below, to the GHG Emissions Inventory Report for the City of Bainbridge Island. The City will not incur any additional expense from the Consultant for the work related to the revisions labeled as "In" this Scope of Services—the cost of such work is deemed by both the City and the Consultant to be included in other tasks contained in this Scope of Services. In contrast, the City shall pay the Consultant for work related to revisions labeled as "Out" of this Scope of Services up to the total maximum amount of $9,495.00, as shown below, which includes attendance at an additional meeting of the Climate Change Advisory Committee.

Editorial/Clarifying

Revision	In/Out of Scope	Estimated LOE (hrs)	Estimated LOE ($)
Add a "real" executive summary and provide a brief overview of methodology. In particular, explain the difference between the community and consumption inventory methodologies.	In	3	
When discussing emissions by household, explain why households are used in this part of the analysis and disclose the average number of people per household and the number of households on Bainbridge Island. Include a brief summary of this information in the executive summary.	In	0.5	
Add visual that shows the relationship between the community, municipal, and consumption inventories. Also elaborate on descriptions and methodologies of each.	In	0.5	
When noting the baseline year, explain the rationale behind why this year was chosen.	In	0.25	
Provide more explanation into what potable water use energy means and how it differs from wells (which are included elsewhere in the inventory). Name the specific water distribution systems that are included.	Out	0.25	$31

Revision	In/Out of Scope	Estimated LOE (hrs)	Estimated LOE ($)
Add PSE fuel mix tables into the report to better explain how fuel mix changes impacted inventory emissions.	Out	0.25	$31
Add a call out box on Green Power Purchases and RECs and how they relate to the inventory. Include the kWh of green power purchased for 2014 and 2018, if available.	Out	0.75	$94
In Considerations section, include a sentence about uncertainty in inventories and why we talk about it the way we do (why we can't provide a statistical value).	In	0.25	
Play with the axis on the contribution analysis to make the chart more visible.	In	0.25	
Add in background information on why municipal solid waste increased from 2014 to 2018.	In	0.25	
Make sure there is no "offsetting" language in the materials.	In	negligible	
Follow up with the committee on the uncertainty and sampling for the i-tree tool.	Out	0.25	$31
Table formatting.	In	0.25	
Add per-capita emissions to overview.	In	0.25	
Consider combining figures 8 and 9 – add % change to sectors in 2018 bar graph. Consider removing Figure 10.	In	0.5	
Reformat Figure 11 and check for accuracy.	In	0.5	
Add explanation of electricity grid loss factor and contributions to trends.	In	0.25	
Add locality of data to the Data Quality tables.	Out	1	$125
Change public facing 2-pager charts to say "energy" rather than "electricity" in charts.	In	0.25	
Explain why the protocol includes certain sectors, and why the protocol matters.	Out	0.5	$63
Correct reference errors.	In	0.25	
Define VMT.	In	0.25	
Add explanation of transit emissions increase.	In	0.5	
Further explain air travel emissions methodology.	In	0.5	
Clarify community solid waste description (where materials are transported).	Out	0.25	$31
Express Table 7 in terms of kg/kg basis.	Out	0.5	$63
Mention process and fugitive emission uncertainty for the community inventory.	In	0.25	
Add King County waste characterization study as a reference.	In	0.25	
Explain carbon dioxide equivalents.	In	0.25	
Include a pie chart visual for consumption inventory.	In	0.25	

Revision	In/Out of Scope	Estimated LOE (hrs)	Estimated LOE ($)
Write a section on actions and next steps.	Out	2	$250
Include municipal solar generation numbers.	Out	0.5	$63
Change emissions equivalencies and comparisons to something more meaningful than amount of coal.	Out	0.5	$63
Total – In Scope		**9.5**	
Total – Out of Scope		**6.75**	**$845**

Additional Research/Data Collection

Revision	In/Out of Scope	Estimated LOE (hrs)	Estimated LOE ($)
Further explore commercial and industrial propane. Look at sales tax information.	Out	24	$2,250
Use boat registration information to estimate the number of marine vessels.	Out	18	$1,500
Explore whether detailed ridership data-including home location of riders-are available for ferry trips. Would like to avoid doing a 50/50 split of travel. Research how Seattle handles this in their inventory.	Out	15	$1,875
Get non-default values for septic by either contacting the department of health or figure out how many homes are connected to sewer and assuming the rest are septic.	In	8	
Animal census information seems too high. Contact Friends of the Farm to get more local information (Deb to send contact).	Out	12	$1,500
Explain how EVs factor into the inventory.	Out	4	$500
Get more accurate estimates of the population served by the wastewater treatment facility.	In	2	
On page 6, add a comparison of BI community emissions to other communities.	In	2	
Provide an i-tree analysis for both 2014 and 2018, rather than 2019.	Out	5	$625
Total – In Scope		**12**	
Total – Out of Scope		**78**	**$8,250**

Other

Attend additional Committee meeting.	**Out**	**4**	**$400**

Summary

Grand Total, In Scope	**21.50**	
Grand Total, Out of Scope	**84.75**	**$9,495**

End of Exhibit A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Cascadia Consulting Group, Inc., a Washington State corporation ("Consultant").

WHEREAS, the City needs professional services in connection with conducting a greenhouse gas emissions inventory on Bainbridge Island; and

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2019, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant for such services: (check one)

[ ] Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of [write out the total payment for services] ($_____);
[X] Fixed Sum: a total amount of forty-two thousand five hundred ninety-nine dollars ($42,599.00) in accordance with **Attachment A**;
[ ] Other: $_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

D. The Consultant shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided

herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain insurance as follows:

[X] Commercial General Liability as described in **Attachment B**.
[X] Professional Liability as described in **Attachment B**.
[X] Automobile Liability as described in **Attachment B**.
[X] Workers' Compensation as described in **Attachment B**.
[ ] None.

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:	City of Bainbridge Island 280 Madison Avenue North Bainbridge Island, WA 98110 Attention: City Manager
To the Consultant:	Cascadia Consulting Group, Inc. 1109 First Ave Ste 400 Seattle, WA 98101

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

CASCADIA CONSULTING GROUP, INC.

Date: 2/14/2019

By: _____

Name Ruth Bell

Title Co-President

Tax I.D. # 91-1589555

City Bus. Lic. # UBI 601448948
(includes Bainbridge)

CITY OF BAINBRIDGE ISLAND

Date: 1/25/19

By: _____

Morgan Smith, City Manager

ATTACHMENT A
SCOPE OF SERVICES

Task A. Kick-off Meeting & Define Methodology

We will convene an initial in-person **kick-off meeting** to help us understand the data available for the municipal and community greenhouse gas inventories and make key decisions regarding the methodology, scope, and boundaries of the project. We will also review and refine our data collection process—in cases where data availability may be limited, we will discuss alternative approaches and corresponding tradeoffs to arrive at the most defensible and informative analysis for the City.

As part of this initial meeting, we will discuss and confirm a base year and which greenhouse gases and sectors to include. Factors that may influence these decisions include guidance from accepted protocols, anticipated applications for climate action planning, data availability, budgetary constraints, and consistency with other governments in the region (e.g., Washington State GHG targets, Kitsap County inventory years, inventory and target years for other Puget Sound cities). At a minimum, we anticipate including the most common sources of greenhouse gas emissions: carbon dioxide (CO_2), nitrous oxide (N_2O), and methane (CH_4).

Once these parameters are set, we anticipate using the remaining time at the kick-off meeting to begin identification and sharing of relevant activity data and sources available to the City, such as for energy consumption, transportation activities, and waste disposal. We will also discuss the project's ultimate goals and outcomes, including how the City plans to use the final inventory data and associated materials, and how this project can most effectively support future climate action implementation and evaluation. Outcomes from the kick-off meeting will include a final project **work plan and schedule**.

Budget: $3,360

Deliverables: Kick-off meeting, finalized and approved project work plan and schedule

Task B. Data Collection

Cascadia will develop a comprehensive **data collection checklist** for the community and municipal inventories. The checklist, which will be based in Excel or Google Sheets depending on the City's preferences, will outline specific data items needed for the inventories along with a brief description of the item, source for the information, and point of contact for data collection. This checklist will allow the City to monitor data collection at any point in the project, including which data are collected, which are outstanding, and who is responsible for delivering those data. The checklist will be built around the requirements and organization of the U.S. Community Protocol, corresponding ClearPath tool, and if desired by the City, the GPC BASIC + reporting level—including scopes, sectors, and sub-sectors. This organization will facilitate easy transfer of data into ClearPath and the GPC reporting spreadsheets.

With the checklist established, Cascadia will lead **data collection** efforts for the community and municipal inventories. The checklist will outline specific data items needed for the inventory along with a brief description of the item, source for the information, and point person for data collection. We anticipate that the City will provide assistance in locating and transcribing data owned by the City and providing contact information for outside data sources, where available.

The data collection phase will include solicitation of two types of data: 1) **activity data**, such as kilowatt-hours and vehicle miles traveled, and 2) **emission factors**, such as utility-specific emissions profiles or regional eGRID values. We will seek to collect the most locally specific data available (e.g., utility-specific emission factors), and will work closely with the City to clearly discuss and document instances in which more regional or national averages or assumptions are used. We will also coordinate closely with internal and external agencies such as local utilities and government organizations to obtain the most granular and up-to-date data possible for a robust and informative inventory. Where possible, we will bundle data requests to minimize the administrative burden of source data entities.

Having completed Kitsap County's greenhouse gas inventory for the Puget Sound Clean Air Agency, we are deeply familiar with local data sources, including transportation data from the Puget Sound Regional Council, utility data from Puget Sound Energy, and solid waste data from local haulers. If sufficient local data are not available for those sectors, we will use regional or national estimations, as stipulated by the selected protocol. Examples of potential data sources for the community inventory are provided below.

Emissions Source	Data Collection Source
Electricity consumption	**Activity Data:** Puget Sound Energy (PSE)
	Emissions Factors: PSE Fuel Mix Disclosure Report and/or US EPA eGRID
Heating fuel consumption	**Activity Data:** Propane Northwest, Inc.; other vendors as applicable
	Emissions Factors: U.S. Community Protocol default fuel emission factors
On-road vehicle travel: *passenger and commercial*	**Activity Data:** Puget Sound Regional Council community VMT estimates
	Emissions Factors: Puget Sound Regional Council execution of EPA MOVES model
Solid waste disposal	**Activity Data:** Bainbridge Disposal
	Emissions Factors: Washington Statewide Waste Characterization Study; U.S. Community Protocol default landfill assumptions
Wastewater treatment	**Total Emissions:** Either emissions data from Fort Ward Wastewater Treatment Plant or U.S. Community Protocol's population-based emissions models
Public transit: *Kitsap Transit*	**Activity Data:** Kitsap Transit or APTA's NTD Data Tables (most recent year)
	Emissions Factors: EPA Climate Leadership Emissions Factors
Public transit: *WA State Ferry*	**Activity Data:** Washington State Ferries (route statements)
	Emission Factors: Washington State Ferries (fuel usage)
Air travel	**Activity Data:** SeaTac Airport
	Emission Factors: IPCC & US EPA Inventory of U.S. GHG Emissions and Sinks
Other maritime emissions	**Total Emissions:** 2016 Puget Sound Maritime Emissions Inventory
Non-road equipment	**Total Emissions:** EPA MOVES NONROAD model
Agriculture	**Activity Data:** USDA Agriculture Census
	Emissions Factors: US EPA Inventory of U.S. Greenhouse Gas Emissions and Sinks

We understand that gathering activity data for some sectors, such as on-road transportation may require additional coordination and analysis. We are prepared to either 1) work closely with a third party to obtain those data or 2) develop and implement a methodology for modeling activity within those sectors. We are comfortable working with third-party models for these purposes—for example, we have worked with the EPA MOVES model, EPA WARM model, and economic input-output IMPLAN model to quantify transportation, solid waste, and consumption-based emissions, respectively.

All inventory data will be organized transparently in electronic file folders and summarized in a single **comprehensive Excel workbook** that will ultimately be delivered to the City. The workbook will be thoroughly reviewed for quality control, clearly organized for ease of use, and carefully documented for transparency and replicability. For example, we typically begin each of our Excel workbooks with a hyperlinked table of contents to facilitate navigation and understanding of individual inventory components and datasets. Our goal will be to provide the City with all the information needed to conduct subsequent inventories accurately and efficiently.

Budget: $6,820

Deliverables: Data collection checklist; populated Excel workbook and corresponding data file folders

Task C. Data Analysis

With available data collected and organized, Cascadia will work with City staff to conduct **sector-based municipal and communitywide greenhouse gas inventories** for the chosen base year and one additional year (for the contribution analysis).

Where available, we will seek to collect *measured* activity data, such as measured kilowatt-hours or therms used for building energy. In some cases, measured activity data are not available, such as community passenger vehicle transportation emissions. In those cases, we will collect *modeled* data outputs or perform modeling of available data. In all cases, we will closely document all inventory sources and methodologies for arriving at emissions estimates. An estimate of measured versus modeled emissions for selected sectors are summarized below (note that these are estimates; actual methodologies will depend on data availability).

Sector	Measured Subsectors	Modeled Subsectors
Residential Energy	• Utility-derived electricity, natural gas, and propane energy usage	• Fugitive emissions from natural gas systems
Commercial Energy	• Utility-derived electricity, natural gas, and propane energy use	• Fugitive emissions from natural gas systems
Transportation	• On-road transit • Passenger ferry	• Non-transit on-road and off-road vehicles • Air travel
Solid Waste	• Solid waste disposal • Biological treatment of waste	
Wastewater	• Treatment of wastewater generated in city	
Agriculture & Forestry		• Livestock grazing • Forest carbon sequestration
Consumption		• Household goods, food, and services

We recommend compiling and summarizing all activity data in an Excel data management workbook and uploading the data into **ICLEI's ClearPath tool** for analysis. We have found this arrangement to work best for local government clients, as it allows for customized and transparent data collection, while also ensuring that the inventory is housed in a platform that allows for easy updates and comparisons for future inventories. The ClearPath tool has many advantages, including user-friendliness, available technical support, assisted compliance with the U.S. Community Protocol, and ability to benchmark against other jurisdictions. It is also an online tool, which means that multiple City users can access the data if desired without worry of version control issues or conflicted local copies. Use of the ClearPath tool will also ensure that the City of Bainbridge Island's inventory stays up-to-date as protocol requirements change over time. Tracking and analyzing the data in Excel prior to uploading to ClearPath supports transparency and record-keeping over time.

Cascadia has a robust **quality control (QC) team** that will review all quantitative products. We create Excel models that have built-in QC checks and dynamic referencing to accommodate changes (e.g., retroactive changes in emissions factors during inventory updates). Our model will include real-time, interactive capabilities for data visualization so that customized graphs can be easily created and modified to meet user needs and highlight different elements of the GHG inventory story. For example, we envision creating both higher-level summary charts for the public and decision-makers, as well as detailed charts aimed at technical experts and City staff.

Budget: $10,740

Contribution Analysis

With the GHG inventories for two years available, Cascadia will also conduct a contribution analysis. With U.S. Department of Energy grant funds, ICLEI and Cascadia recently completed development of a user-friendly contribution analysis tool that allows cities to quantify the extent that external factors—such as population growth, weather patterns, electricity fuel mix, and economic conditions—drive emissions trends. For example, the tool can differentiate the increase in emissions attributable to population growth versus a colder winter. This state-of-the-art analytical technique reveals new inventory insights to inform climate action planning, such as by identifying key foci for emission reductions (e.g., electricity emissions factor) and quantifying the role of specific local actions in meeting reduction goals.

Cascadia will provide the City with a completed two-year contribution analysis comparison (including delivery of the populated tool).

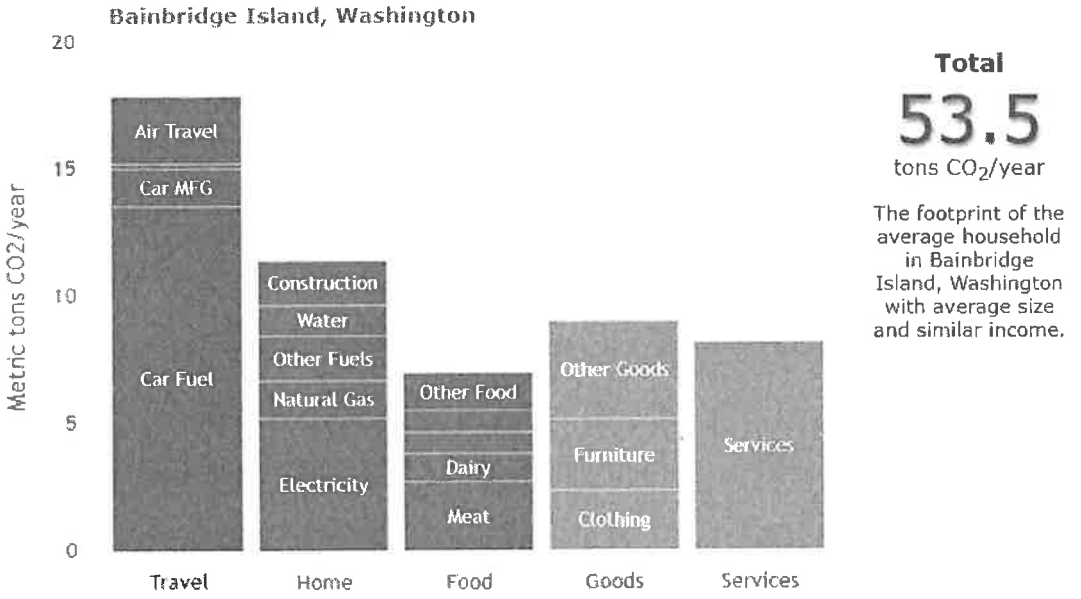
Budget: $2,500

Consumption-Based Inventory

For both inventory years, we will also conduct a local **consumption-based inventory**. Cascadia brings a long history of conducting and applying consumption-based inventories for climate action planning, including working with King County and SEI in 2012 to pioneer a new methodology for quantifying consumption-based emissions at the local scale. Because consumption-based inventories are inevitably coarse in scale compared to other inventory sectors, we recommend that the City of Bainbridge Island use readily available sources to estimate its consumption-based emissions, such as using UC Berkeley's CoolClimate Calculator (see figure below) or extrapolating from King County's recent 2015 consumption-based inventory, which was completed as part of a recent contract with Cascadia. The CoolClimate Calculator employs the Economic Input-Output Life Cycle Assessment model (EIO-LCA), designed by Carnegie Mellon University, and the Comprehensive Environmental Database Archive to calculate consumption-based emissions, which uses an economy-wide model of cradle-to-grave emissions of all major greenhouse gases for over 400 economic sectors of the economy.

Budget: $2,918

Figure 1. Estimated consumption-based GHG emissions for Bainbridge Island, using UC Berkeley's CoolClimate Calculator.



Land Carbon Changes

We will also coordinate with the City to quantify the **land carbon changes** associated with clearing of land for development. We will implement an approach similar to that taken by King County for its 2015 GHG inventory, which involved using County Assessor data to quantify acres of land cleared for development and multiplying that acreage by an estimate of carbon stock losses, as quantified by a regional study conducted by scientists at the University of Washington.

Budget: $1,508

Task D. Inventory Report

Cascadia will prepare a **Greenhouse Gas Inventory Report** that summarizes the methodology and findings of the community and municipal inventories. While we expect to finalize the report's structure with the client team, we anticipate it will include the elements below.

- **Brief executive summary**, including key takeaways and graphics. We anticipate designing this summary to function as a standalone communications piece that accompanies the report and can be used to communicate key findings to City leadership and the broader Bainbridge Island community.
- **Introduction and methodology**, including a discussion of the context and value of the inventory, an overview of the methods used to conduct the inventories and contribution analysis, and other brief considerations such as data gaps and assumptions.
- **Inventory results and implications**, including a discussion of major emissions sources over which the City may have influence and priority areas for focus in a mitigation planning process.

We pride ourselves on creating final products that are not only accurate and actionable but attractive and engaging too. To that end, we envision producing an accessible, user-friendly report with concise text and a focus on graphs and other visual aids. The goal will be to provide a clear, high-level snapshot of methodologies and the importance of tracking and reducing emissions—and to serve as a baseline for setting goals and monitoring progress.

Cascadia has an in-house design team that crafts visually appealing products that are scaled to the needs of each client. We offer Word- and Adobe-based document design and production services, infographic development, and compelling data displays, should the City desire such elements in the final report. Our standards are upheld with rigorous quality control processes that involve editorial board review and senior-level oversight of all written work products and deliverables.

Budget: $5,400

Deliverables: Draft and final Greenhouse Gas Inventory Report

Task E. Training & Tracking Hand-off

To make progress toward GHG emission reduction goals, it is imperative that cities have the ability to accurately measure and track GHG emission progress over time. Cascadia is prepared to thoroughly equip the City with the tools, methodologies, and training needed to update the GHG inventory on an ongoing basis. We are currently assisting the cities of Shoreline and Bellevue in this process, and we will incorporate lessons learned from those experiences into our work with the City of Bainbridge Island. Specifically, we suggest the following approach to ensure a smooth transition:

- **Complete file packaging:** We will package all relevant documents into one organized place so that City staff have intuitive, transparent, and streamlined access to all data sources and analysis files. We will include in those documents files that provide step-by-step guidance for conducting the inventory, such as PowerPoint slides with screenshots for each step.
- **Detailed documentation:** We will create a single comprehensive Excel workbook that contains all the information needed to update the inventory, including contact information for data sources, step-by-step methodologies, listed underlying assumptions, and transparent computations. This file will also provide placeholders for future years so that future data collection and entry is straightforward. We find that housing this information in Excel, rather than in a Word document, makes the underlying data and methodologies easier to understand, reference, and update in the future. We will also populate ClearPath with underlying assumptions and data documentation, and we will walk through the ClearPath tool with City staff to ensure that information is accessible and understandable to future users. If desired, we can also create a brief summary memorandum that outlines key methodology decisions and steps.
- **Training sessions:** We will sit down with City staff to go through each step of the inventory process. We find that the best way to do this is to run through a mock update scenario for a year other than the base year that was analyzed (e.g., a past year). We anticipate two sessions—one session to review the materials and the methodology for the base year inventory that was completed and another session to test update capacity using a mock year scenario. We recommend conducting the training with at least two City staff members to ensure redundancy should future role or staffing changes occur. These trainings sessions will be critical for ensuring that all documentation provides the necessary information for updating the inventory over time; we anticipate needing to update guidance documentation in an iterative manner as the trainings are conducted.

Budget: $5,480

Deliverables: Electronic file package with all underlying data and computations; comprehensive Excel workbook with methodology documentation and accompanying high-level summary memorandum; two in-person training sessions.

Task F. Project Management

Throughout the project, Cascadia will continue to coordinate with the client team, including participating in **biweekly check-in calls** with the client. (We are happy to adjust the frequency of our check-ins to meet the City's needs.) We will also invoice for work on a monthly basis and provide monthly activity reports. Cascadia will use its Deltek Vision project management software to provide real-time budget updates and regular detailed reports and invoices, and we will provide monthly progress reports that cover budget, timeline, and deliverables. Our project manager, Kendra White, will be available for three meetings with the City's Climate Change Advisory Committee and the City Council, to provide project updates and address technical questions.

Budget: $3,873

Deliverables: Monthly administrative reporting and biweekly check-ins throughout the project

Schedule

We estimate that this project will take approximately four months. The schedule below assumes a start date of January 1, 2019.

	2019							
Task	**January**		**February**		**March**		**April**	
A. Kick-off Meeting & Define Methodology								
B. Data Collection								
C. Data Analysis								
D. Inventory Report								
E. Training & Tracking Hand-off								
F. Project Management								

Budget

We estimate a total project budget of $42,599.

Task	Budget
A. Kick-off Meeting & Define Methodology	$3,360
B. Data Collection	$6,820
C. Data Analysis	$17,666
D. Inventory Report	$5,400
E. Training & Tracking Hand-off	$5,480
F. Project Management	$3,873
Total	**$42,599**

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

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

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

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

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

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

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

OP ID: SR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Robert Karl	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: CA License #0192858 PRODUCER CUSTOMER ID #: CASCA-1
INSURED Cascadia Consulting Group, Inc 1109 1st Ave., Ste. 400 Seattle, WA 98101	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ohio Casualty Ins Company — 24074 INSURER B : West American Insurance Co — 44393 INSURER C : Darwin Select Insurance Co — 24319 INSURER D : ***THIS CERTIFICATE SUPERSEDES INSURER E : ANY PREVIOUSLY ISSUED INSURER F : CERTIFICATE ON FILE***

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y		BKO57696405	03/19/2018	03/19/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y		BAW57696405	03/19/2018	03/19/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT) Comp Ded Coll Ded	$ 1,000,000 $ $ $ $ 250 $ 500
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		BKO57696405 WA STOP GAP	03/19/2018	03/19/2019	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 2,000,000
C	PROFESSIONAL LIAB $25,000 DEDUCTIBLE			03042934 RETRO DATE: 12/18/08	12/17/2018	12/17/2019	Ea Claim Aggregate	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is additional insured if required by written contract or agreement, subject to the General & Auto Liability additional insured provision endorsements.
Insurance is Primary & Non Contributory
Project: City of Bainbridge Greenhouse Gas Inventories

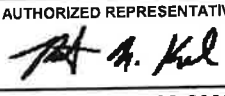
CERTIFICATE HOLDER

City of Bainbridge Island
Attn: City Manager
280 Madison Avenue North
Bainbridge Island, WA 98110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions,** Condition **4. Other Insurance,** Paragraph **b. Excess Insurance:**

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

(i) Premises rented to you for a period of 7 or fewer consecutive days; or

(ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

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b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A** and **B**, Paragraph **1.b.** is replaced by the following:

b. Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaratio ns.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

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b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

   An additional insured under this endorsement will as soon as practicable:

   a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

   b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

   c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

   d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
   d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions,** Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

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P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

COVERAGE INDEX

SUBJECT	PROVISION NUMBER
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
ACCIDENTAL AIRBAG DEPLOYMENT	12
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	18
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BROAD FORM INSURED	1
BODILY INJURY REDEFINED	21
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PERSONAL EFFECTS COVERAGE	11
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SECTION II - LIABILITY COVERAGE is amended as follows:

1. **BROAD FORM INSURED**

   SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

   d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

   (1) Is a partnership or joint venture; or

   (2) Is an insured under any other automobile policy; or

   (3) Has exhausted its Limit of Insurance under any other automobile policy.

   Paragraph **d. (2)** of this provision does not apply to a policy written to apply specifically in excess of this policy.

   e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

   (1) If there is similar insurance or a self-insured retention plan available to that organization;

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(2) If the Limits of Insurance of any other insurance policy have been exhausted; or

(3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. **EMPLOYEES AS INSUREDS**

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. **ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit

4. **SUPPLEMENTARY PAYMENTS**

SECTION II - LIABILITY COVERAGE, Coverage Extensions, **2.a.** Supplementary Payments, paragraphs **(2)** and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to $500 a day because of time off from work.

5. **AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion **B.5.** FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. **HIRED AUTO PHYSICAL DAMAGE**

Paragraph **A.4.** Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

a. You hire, rent or borrow; or

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b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

(1) $50,000; or

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

D. Subject to a maximum of $750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

E. This coverage extension does not apply to:

(1) Any "auto" that is hired, rented or borrowed with a driver; or

(2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

7. **TOWING AND LABOR**

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph **A.2.** Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $50 per disablement.

b. For "light trucks", we will pay up to $50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks" , we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. **PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE**

Paragraph **A.4.a.**, Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of $50 per day and a maximum limit of $1,500

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9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, **A.** COVERAGE, is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".

d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4.** Coverage Extension.

f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.**

10. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, **A.** COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, **A.** COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, **B.** EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, **B.** EXCLUSIONS, exception paragraph **a.** to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

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Exclusion **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

14. LOAN / LEASE GAP COVERAGE

A. Paragraph **C.**, LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
   a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
   b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
   c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
   d. Transfer or rollover balances from previous loans or leases,
   e. Final payment due under a "Balloon Loan",
   f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
   g. Security deposits not refunded by a lessor,
   h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
   i. Any amount representing taxes,
   j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

C. SECTION V - DEFINTIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

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15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";
b. Legally parked; and
c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. Member, if you are a limited liability company;
4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

(1) How, when and where the "accident" or "loss" took place;
(2) The "insureds" name and address; and
(3) The names and addresses of any injured persons and witnesses.

19. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.5.**, Transfer of Rights of Recovery Against Others to Us, is amended by the addition of the following:

If the person or organization has waived those rights before an "accident" or "loss", our rights are waived also.

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20. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **B.7.**, Policy Period, Coverage Territory, is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

SECTION V - DEFINITIONS is amended as follows:

21. BODILY INJURY REDEFINED

Under SECTION V - DEFINTIONS, definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

COMMMON POLICY CONDITIONS

22. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS, paragraph **A.** - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

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BUSINESS LICENSE

STATE OF
WASHINGTON
Profit Corporation

Unified Business ID #: 601448948
Business ID #: 001
Location: 0001
Expires: Mar 31, 2019

CASCADIA CONSULTING GROUP, INC.
ENVIRONMENTAL PLANNING CONSULTANTS
1109 1ST AVE STE 400
SEATTLE, WA 98101-2951

UNEMPLOYMENT INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE

INDUSTRIAL INSURANCE - ACTIVE

CITY ENDORSEMENTS:

BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/29/2020) - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL26642 (EXPIRES 8/31/2019) - ACTIVE
BELLINGHAM GENERAL BUSINESS #037064 - ACTIVE
ISSAQUAH GENERAL BUSINESS - NON-RESIDENT - ACTIVE
OLYMPIA GENERAL BUSINESS - NON-RESIDENT #34558 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Vicki Smith
Director, Department of Revenue

STATE OF WASHINGTON

UBI: 601448948 001 0001

Expires: Mar 31, 2019

CASCADIA CONSULTING GROUP, INC.
ENVIRONMENTAL PLANNING CONSULTANTS
1109 1ST AVE STE 400
SEATTLE, WA 98101-2951

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION - ACTIVE
BAINBRIDGE ISLAND GENERAL BUSINESS - NON-RESIDENT (EXPIRES 2/29/2020) - ACTIVE
KIRKLAND GENERAL BUSINESS - NON-RESIDENT #OBL26642

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (9:00 PM) Agenda Bill for Consent Agenda,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION:
I move to approve the Consent Agenda, as presented.

SUMMARY:
Consider approval of the following Consent Agenda items:
B. Accounts Payable and Payroll
C. City Council Study Session Minutes, September 17, 2019
D. City Council Regular Business Meeting Minutes, September 24, 2019
E. Resolution No. 2019-24, Updating the City's Procurement Policy
F. Sewer Treatment Plant Upgrades Feasibility Study and Pre-Treatment Program Development Professional Services
Agreement - Public Works

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:**

AGENDA ITEM: Accounts Payable and Payroll

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Finance & Administrative Services

RECOMMENDED MOTION:
Approve with Consent Agenda.

SUMMARY:
Consider approval of payroll and accounts payable.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

Report to Council of Cash Disbursements 10-09-19.pdf

Payroll.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

ACCOUNTS PAYABLE REPORT TO CITY COUNCIL OF CASH DISBURSEMENTS

CHECK RUN: September 23, 2019 - October 07, 2019
CITY COUNCIL: September 24, 2019 - October 08, 2019

Last check from previous run: 351673 dated 09/25/19 issued to Sound Publishing in the amount of $428.54.

Payment Type	Check Date	Check Number	Department/Vendor/Description	Amount
EFT	9/25/19	355	WA State DOR/Excise taxes - August 2019	9,541.33
ACH	9/25/19	356	COBI/Utility billing - September 2019	3,023.10
ACH	9/27/19	357	WA State DOL/Concealed weapon permits - September 2019	291.00
ACH	10/1/19	358	US Bank/October 1 debt service payment: principal & interest	398,385.00
VOID	1/11/17	343310	Brackenwood Lane Homeowners Assoc/Lost check	N/A
Manual	9/23/19	351674	ENG/KC Auditor/Recording fee: Wyatt Way easement	223.00
Manual	9/23/19	351675	ENG/KC Auditor/Recording fee: Wyatt Way easement	223.00
Manual	9/23/19	351676	ENG/KC Auditor/Recording fee: Wyatt Way temporary easement	110.50
Manual	9/23/19	351677	ENG/KC Treasurer/Wyatt Way easement REET fee	581.72
Manual	9/23/19	351678	ENG/KC Treasurer/Wyatt Way easement REET fee	707.88
Manual	9/23/19	351679	ENG/Madison Ave Real Estate/Wyatt Way easement purchase	180,000.00
Manual	9/24/19	351680	POL/AT&T Mobility/Wireless charges	1,461.63
Manual	9/24/19	351681	PCD/AT&T Onenet/Fax long distance - September 2019	0.66
Manual	9/24/19	351682	PCD/AWC/Cobra payment	843.12
Manual	9/24/19	351683	Puget Sound Energy/Green Power Contract - September 2019	903.43
Manual	9/26/19	351684	CenturyLink/Weaver PRV water telemetry - September 2019	58.32
Manual	9/26/19	351685	HR/Island Kitchen/Employee appreciation lunch	2,005.60
Manual	9/26/19	351686	Legal/Thomas Alpaugh/Public defense services - September 2019	4,484.83
Manual	9/27/19	351687	COBI/Retainage - facilities roof replacement & repairs	1,900.00
Manual	9/27/19	351688	Titan Roofing/Facilities roof replacement & repairs	17,100.00
Manual	10/2/19	351689	PW/Kitsap Public Health/Well inspection fee	290.00
			Total Manual Checks and Electronic Disbursements	**622,134.12**
Regular Run	10/9/19	351690-351801	**Total Regular Check Run**	**320,007.51**
			Total Disbursements	**942,141.63**
Retainage Release	N/A	N/A		N/A
Travel Advance	N/A	N/A		N/A

Prepared and Reviewed by _____ Carrie Freitas, Senior Accounting Technician

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.

Karl R. Shaw 10-2-2019

Karl R. Shaw, Accounting Manager — Date

EFT - Excise AUG 19

CF 9/27/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
355	09/25/2019	MANL	124 WA ST DEPT OF REVENU	234578	2019-08	08/31/2019		EFTAUG19	9,541.33

Invoice: 2019-08

INVOICE DTL DESC			
AUG 2019 EXCISE TAXES			
255.31	91411341	553000	FINANCE - WATER EXTRNL TAXES
450.18	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
3,442.92	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
24.77	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
8.29	91411341	553000	FINANCE - WATER EXTRNL TAXES
74.49	91411341	553000	FINANCE - WATER EXTRNL TAXES
109.32	91431383	553000	FINANCE - SSWM - EXTRNL TAXES
4,324.47	91411341	553000	FINANCE - WATER EXTRNL TAXES
411.76	91421351	553000	FINANCE - SEWER - EXTRNL TAXES
4.32	31011131	549100	EX-GF-DUES/SUBCR/MEMBERSH
2.12	72011321	531100	ENG - C/E ADMIN SUPPLIES
5.64	53011212	520000	POLICE - C/E PATROL BENEFITS
8.66	53011212	53110000962	TRACKING CANINE-SUPPLIES
4.77	53011212	520000	POLICE - C/E PATROL BENEFITS
2.73	63470586	544000	CUR-DEV-ZONING-ADV
2.20	63470586	544000	CUR-DEV-ZONING-ADV
4.16	63470586	544000	CUR-DEV-ZONING-ADV
1.73	63470586	544000	CUR-DEV-ZONING-ADV
4.64	51011120	520000	PD-CLERKS-BENEFITS
2.32	51011191	520000	PD-C/E-PROP RM-BENEFITS
4.64	51011211	520000	PD-C/E ADMIN-BENEFITS
2.32	51011217	520000	PD-C/E-PARKING ENF-BEN
6.96	52011212	520000	POLICE - C/E INVEST BENEFITS
37.12	53011212	520000	POLICE - C/E PATROL BENEFITS
2.32	55011757	520000	PD-HARBORMASTER-BENEFITS
215.80	53011212	531100	PD-C/E-PATROL SUPPLIES
6.92	51011120	520000	PD-CLERKS-BENEFITS
3.46	51011191	520000	PD-C/E-PROP RM-BENEFITS
6.92	51011211	520000	PD-C/E ADMIN-BENEFITS
3.46	51011217	520000	PD-C/E-PARKING ENF-BEN
6.92	52011212	520000	POLICE - C/E INVEST BENEFITS
69.25	53011212	520000	POLICE - C/E PATROL BENEFITS
3.46	55011757	520000	PD-HARBORMASTER-BENEFITS
8.53	51011217	520000	PD-C/E-PARKING ENF-BEN
18.45	73425358	531100	O&M-WWTP-SUPPLIES

CHECK 355 TOTAL: 9,541.33

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 9,541.33

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	9,541.33

*** GRAND TOTAL *** 9,541.33

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2019 9 322				
APP 401-213000	ACCOUNTS PAYABLE		4,662.56	
09/25/2019 EFTAUG19 EXCISE	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			9,541.33
09/25/2019 EFTAUG19 EXCISE	AP CASH DISBURSEMENTS JOURNAL			
APP 402-213000	ACCOUNTS PAYABLE		4,348.08	
09/25/2019 EFTAUG19 EXCISE	AP CASH DISBURSEMENTS JOURNAL			
APP 403-213000	ACCOUNTS PAYABLE		109.32	
09/25/2019 EFTAUG19 EXCISE	AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		410.55	
09/25/2019 EFTAUG19 EXCISE	AP CASH DISBURSEMENTS JOURNAL			
APP 407-213000	ACCOUNTS PAYABLE		10.82	
09/25/2019 EFTAUG19 EXCISE	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		9,541.33	9,541.33
APP 631-130000	DUE TO/FROM CLEARING		9,541.33	
09/25/2019 EFTAUG19 EXCISE	DUE TO/FROM CLEARING			4,662.56
APP 401-130000	DUE TO/FROM CLEARING			4,348.08
09/25/2019 EFTAUG19 EXCISE	DUE TO/FROM CLEARING			109.32
APP 402-130000	GENERAL - DUE TO/FROM CLEARING			410.55
09/25/2019 EFTAUG19 EXCISE	DUE TO/FROM CLEARING			10.82
APP 403-130000	SYSTEM GENERATED ENTRIES TOTAL		9,541.33	9,541.33
09/25/2019 EFTAUG19 EXCISE				
APP 001-130000				
09/25/2019 EFTAUG19 EXCISE				
APP 407-130000				
09/25/2019 EFTAUG19 EXCISE				
	JOURNAL 2019/09/322 TOTAL		19,082.66	19,082.66

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	9	322	09/25/2019		
001-130000				GENERAL - DUE TO/FROM CLEARING		410.55
001-213000				GENERAL - ACCOUNTS PAYABLE	410.55	
				FUND TOTAL	410.55	410.55
401 WATER OPERATING FUND	2019	9	322	09/25/2019		
401-130000				DUE TO/FROM CLEARING		4,662.56
401-213000				ACCOUNTS PAYABLE	4,662.56	
				FUND TOTAL	4,662.56	4,662.56
402 SEWER OPERATING FUND	2019	9	322	09/25/2019		
402-130000				DUE TO/FROM CLEARING		4,348.08
402-213000				ACCOUNTS PAYABLE	4,348.08	
				FUND TOTAL	4,348.08	4,348.08
403 STORM & SURFACE WATER FUND	2019	9	322	09/25/2019		
403-130000				DUE TO/FROM CLEARING		109.32
403-213000				ACCOUNTS PAYABLE	109.32	
				FUND TOTAL	109.32	109.32
407 BUILDING & DEVELOPMENT FUND	2019	9	322	09/25/2019		
407-130000				DUE TO/FROM CLEARING		10.82
407-213000				ACCOUNTS PAYABLE	10.82	
				FUND TOTAL	10.82	10.82
631 CLEARING FUND	2019	9	322	09/25/2019		
631-130000				DUE TO/FROM CLEARING	9,541.33	
635-111100				CASH		9,541.33
				FUND TOTAL	9,541.33	9,541.33

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		410.55
401	WATER OPERATING FUND		4,662.56
402	SEWER OPERATING FUND		4,348.08
403	STORM & SURFACE WATER FUND		109.32
407	BUILDING & DEVELOPMENT FUND		10.82
631	CLEARING FUND	9,541.33	
	TOTAL	9,541.33	9,541.33

** END OF REPORT - Generated by Carrie L. Freitas **

ACH-UB
CF 9/27/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
356	09/25/2019	MANL	103 CITY OF BAINBRIDGE I	234579	13005SEP19	09/01/2019		ACH-UB09	807.07
	Invoice: 13005SEP19				309 SHANNON DR				
				807.07	91011768 547500	GG-C/E-PARKS-WTR/SWR			
				234580	13006SEP19	09/01/2019		ACH-UB09	484.65
	Invoice: 13006SEP19				309 SHANNON DR DOCK				
				484.65	91011768 547500	GG-C/E-PARKS-WTR/SWR			
				234581	10461SEP19	09/01/2019		ACH-UB09	854.80
	Invoice: 10461SEP19				289 SHANNON DR				
				854.80	91011768 547500	GG-C/E-PARKS-WTR/SWR			
				234582	10463SEP19	09/01/2019		ACH-UB09	385.47
	Invoice: 10463SEP19				370 BRIEN DR				
				385.47	91011755 547500	GG-C/E-COMMONS-WTR/SWR			
				234583	10464SEP19	09/01/2019		ACH-UB09	441.71
	Invoice: 10464SEP19				402 BRIEN DR				
				441.71	91011755 547500	GG-C/E-COMMONS-WTR/SWR			
				234584	11573SEP19	09/01/2019		ACH-UB09	49.40
	Invoice: 11573SEP19				5350 CREOSOTE PL NE				
				49.40	91011768 547500	GG-C/E-PARKS-WTR/SWR			
							CHECK	356 TOTAL:	3,023.10

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** 3,023.10

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	3,023.10

*** GRAND TOTAL *** 3,023.10

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL / SRC ACCOUNT / EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 9 323									
APP 001-213000					GENERAL - ACCOUNTS PAYABLE			3,023.10	
09/25/2019	ACH-UB09	UB			AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100					CASH				3,023.10
09/25/2019	ACH-UB09	UB			AP CASH DISBURSEMENTS JOURNAL				
					GENERAL LEDGER TOTAL			3,023.10	3,023.10
APP 631-130000					DUE TO/FROM CLEARING			3,023.10	
09/25/2019	ACH-UB09	UB							
APP 001-130000					GENERAL - DUE TO/FROM CLEARING				3,023.10
09/25/2019	ACH-UB09	UB							
					SYSTEM GENERATED ENTRIES TOTAL			3,023.10	3,023.10
					JOURNAL 2019/09/323 TOTAL			6,046.20	6,046.20

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	9	323	09/25/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		3,023.10
001-213000					GENERAL - ACCOUNTS PAYABLE	3,023.10	
					FUND TOTAL	3,023.10	3,023.10
631 CLEARING FUND	2019	9	323	09/25/2019			
631-130000					DUE TO/FROM CLEARING	3,023.10	
635-111100					CASH		3,023.10
					FUND TOTAL	3,023.10	3,023.10

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		3,023.10
631	CLEARING FUND	3,023.10	
	TOTAL	3,023.10	3,023.10

** END OF REPORT - Generated by Carrie L. Freitas **

ACH-FA
CF 9/27/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
357	09/27/2019	MANL	969 DEPARTMENT OF LICENS	234589	SEP19CPL	09/27/2019		ACHFA09	291.00
	Invoice: SEP19CPL					SEP 19 CPL TRASMITTAL			
				291.00	41654860 586000	GUN PERMIT OUT			
						CHECK	357 TOTAL:		291.00
					NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***			291.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	291.00

*** GRAND TOTAL *** 291.00

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL / SRC ACCOUNT / EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC / LINE DESC	T OB	DEBIT	CREDIT
2019 9 324				
APP 650-213000	ACCOUNTS PAYABLE		291.00	
09/27/2019 ACHFA09 FA	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			291.00
09/27/2019 ACHFA09 FA	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		291.00	291.00
APP 631-130000	DUE TO/FROM CLEARING		291.00	
09/27/2019 ACHFA09 FA				
APP 650-130000	DUE TO/FROM CLEARING			291.00
09/27/2019 ACHFA09 FA				
	SYSTEM GENERATED ENTRIES TOTAL		291.00	291.00
	JOURNAL 2019/09/324 TOTAL		582.00	582.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
631 CLEARING FUND	2019	9	324	09/27/2019		
631-130000				DUE TO/FROM CLEARING	291.00	
635-111100				CASH		291.00
				FUND TOTAL	291.00	291.00
650 AGENCY FUND	2019	9	324	09/27/2019		
650-130000				DUE TO/FROM CLEARING		291.00
650-213000				ACCOUNTS PAYABLE	291.00	
				FUND TOTAL	291.00	291.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
631	CLEARING FUND	291.00	
650	AGENCY FUND		291.00
	TOTAL	291.00	291.00

** END OF REPORT - Generated by Carrie L. Freitas **

ACH - Debt Service
CF 9/27/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
358	10/01/2019	MANL	8330	US BANK	234588	1452902	08/09/2019		ACHUSBNK	398,385.00
Invoice: 1452902							DEBT SVC: PRINC&INT: BAILTGO05			
					390,000.00	91213119 771000	GG-2005 GO-PRIN REDEMPTION			
					8,385.00	91213219 783000	FINANCE - 2005 LTGO INTEREST			
								CHECK	358 TOTAL:	398,385.00
						NUMBER OF CHECKS 1		*** CASH ACCOUNT TOTAL ***		398,385.00

	COUNT	AMOUNT
TOTAL MANUAL CHECKS	1	398,385.00

*** GRAND TOTAL *** 398,385.00

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2019 10 10					
APP 201-213000 10/01/2019 ACHUSBNK DBTSVC	ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL			398,385.00	
APP 635-111100 10/01/2019 ACHUSBNK DBTSVC	CASH AP CASH DISBURSEMENTS JOURNAL				398,385.00
	GENERAL LEDGER TOTAL			398,385.00	398,385.00
APP 631-130000 10/01/2019 ACHUSBNK DBTSVC	DUE TO/FROM CLEARING			398,385.00	
APP 201-130000 10/01/2019 ACHUSBNK DBTSVC	DUE TO/FROM CLEARING				398,385.00
	SYSTEM GENERATED ENTRIES TOTAL			398,385.00	398,385.00
	JOURNAL 2019/10/10 TOTAL			796,770.00	796,770.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
201 GO BOND FUND	2019 10	10	10/01/2019			
201-130000			DUE TO/FROM CLEARING			398,385.00
201-213000			ACCOUNTS PAYABLE		398,385.00	
				FUND TOTAL	398,385.00	398,385.00
631 CLEARING FUND	2019 10	10	10/01/2019			
631-130000			DUE TO/FROM CLEARING		398,385.00	
635-111100			CASH			398,385.00
				FUND TOTAL	398,385.00	398,385.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
201	GO BOND FUND		398,385.00
631	CLEARING FUND	398,385.00	
	TOTAL	398,385.00	398,385.00

** END OF REPORT - Generated by Carrie L. Freitas **

VOID
CF 9/27/19
KRS
9-30-19

09/27/2019 15:46 | CITY OF BAINBRIDGE ISLAND | P 1
cfreitas | A/P CASH DISBURSEMENTS JOURNAL | apcshdsb

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
343310	01/11/2017	VOID	8586 BRACKENWOOD LANE WAT	210646	4210-000-016-0000	12/31/2016			-146.76
	Invoice: 4210-000-016-0000					2016 SSWM REFUND-1 ERU			
				-146.76	43134	343830	STORM DRAINAGE FEES		

CHECK 343310 TOTAL: -146.76

NUMBER OF CHECKS 1 *** CASH ACCOUNT TOTAL *** -146.76

	COUNT	AMOUNT
TOTAL VOIDED CHECKS	1	146.76

*** GRAND TOTAL *** -146.76

Determined that payment had been handled by the County and not owed by COBI. ~~Rec~~ voiding check & invoice effective 9/27/19.

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T	OB	DEBIT	CREDIT
2019 9 325					
APP 403-213000	ACCOUNTS PAYABLE				146.76
09/27/2019 343310 VOID	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH			146.76	
09/27/2019 343310 VOID	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			146.76	146.76
APP 631-130000	DUE TO/FROM CLEARING				146.76
09/27/2019 01/01/17 VOID					
APP 403-130000	DUE TO/FROM CLEARING			146.76	
09/27/2019 01/01/17 VOID					
	SYSTEM GENERATED ENTRIES TOTAL			146.76	146.76
	JOURNAL 2019/09/325 TOTAL			293.52	293.52

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
403 STORM & SURFACE WATER FUND	2019	9	325	09/27/2019		
403-130000				DUE TO/FROM CLEARING	146.76	
403-213000				ACCOUNTS PAYABLE		146.76
				FUND TOTAL	146.76	146.76
631 CLEARING FUND	2019	9	325	09/27/2019		
631-130000				DUE TO/FROM CLEARING		146.76
635-111100				CASH	146.76	
				FUND TOTAL	146.76	146.76

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
403	STORM & SURFACE WATER FUND		146.76
631	CLEARING FUND	146.76	
	TOTAL	146.76	146.76

** END OF REPORT - Generated by Carrie L. Freitas **

3/19/19

munis
a tyler erp solution

03/12/2019 07:36 | CITY OF BAINBRIDGE ISLAND | P 1
bhuish | AP CHECK RECONCILIATION REGISTER | apchkrcn

FOR CASH ACCOUNT: 635 111100 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
343310	01/11/2017	PRINTED	008586	BRACKENWOOD LANE WATER AS	146.76			
343320	01/11/2017	PRINTED	007165	BARBARA EDDY	146.76			
344984	07/26/2017	PRINTED	008714	KEVIN GUILFOYLE	22.00			
346407	01/10/2018	PRINTED	008852	LINROTHE, DONALD & DENISE	6.42			
347634	06/13/2018	PRINTED	008956	FAGERSTROM, JESSICA	26.74			
347694	06/13/2018	PRINTED	008937	THOMPSON, JEFF	29.28			
347947	07/11/2018	PRINTED	008976	MATHEWS, SCOTT L	8.01			
349078	11/13/2018	PRINTED	009082	OSTENSON & SWEAZEY, LLC Cleared 3/15/19	6,770.00			
349147	11/28/2018	PRINTED	001833	INT'L SOCIETY OF ARBORICU	185.00			
349800	02/13/2019	PRINTED	008891	BAINBRIDGE ISLAND YOUTH O	1,550.00			
349821	02/27/2019	PRINTED	000005	ACE HARDWARE	273.29			
349831	02/27/2019	PRINTED	005105	SUSAN ENTRESS	150.00			
349834	02/27/2019	PRINTED	008493	CATIE'S CREATIONS, LLC	25.93			
349839	02/27/2019	PRINTED	008111	COMMUNITY SOLAR SOLUTIONS	68.71			
349842	02/27/2019	PRINTED	009130	MARK EPSTEIN	2,500.00			
349843	02/27/2019	PRINTED	005363	EQUIPMENT SALES	751.23			
349849	02/27/2019	PRINTED	009133	D.R. MYERS DISTRIBUTING C	29.95			
349859	02/27/2019	PRINTED	002421	KITSAP COUNTY NOXIOUS WEE	5,000.00			
349864	02/27/2019	PRINTED	008895	OVATION! PERFORMING ARTS	9,375.00			
349897	02/27/2019	PRINTED	008636	CONTRACT LAND STAFF, LLC	22,439.86			
350030	03/07/2019	PRINTED	000047	BAINBRIDGE DISPOSAL	257.98			
350031	03/08/2019	PRINTED	001205	PUGET SOUND ENERGY	5,841.91			
350032	03/08/2019	PRINTED	007314	US BANK	21,622.86			
350033	03/08/2019	PRINTED	001235	AT&T ONENET SERVICE	.64			
		24 CHECKS		CASH ACCOUNT TOTAL	77,228.33			

.00

① called 3/19/19 @ 3:15 pm - number no longer valid/ phone disconnected

② was not able to locate phone # ~~425-822-1767~~

- docs attached to voucher has no phone # either
- Internet search does not have link to website or contact info

343310: not owed, they were paid by KC. Payee called after receiving letter re: lost check but they did not send back and I do not have a phone number to reach them. Need to send another letter requesting check be sent back or confirmed destroyed.

343320: likely same issue as above, likely paid by KC and not owed by COBI. Payee is notoriously difficult to reach, not sure how to proceed.

344984: have contacted payee - he had the check, just never cashed it. This will be reported to UCP in October. ,

346407: UB refund, Christy emailed on 1/14/19. Check is not stale until 7/19/19

347634: UB refund, check is lost and customer is aware but not willing to deal with notarizing, asked us to cancel check but has been informed that we will report as UCP in October.

347694: UB refund, Jeff Thompson contact #: 206-855-1587 - have not contacted. ①

347947: UB refund, unable to reach out, Christy does not have phone or email for customer.

349078: Easement purchase, have not reached out. ②

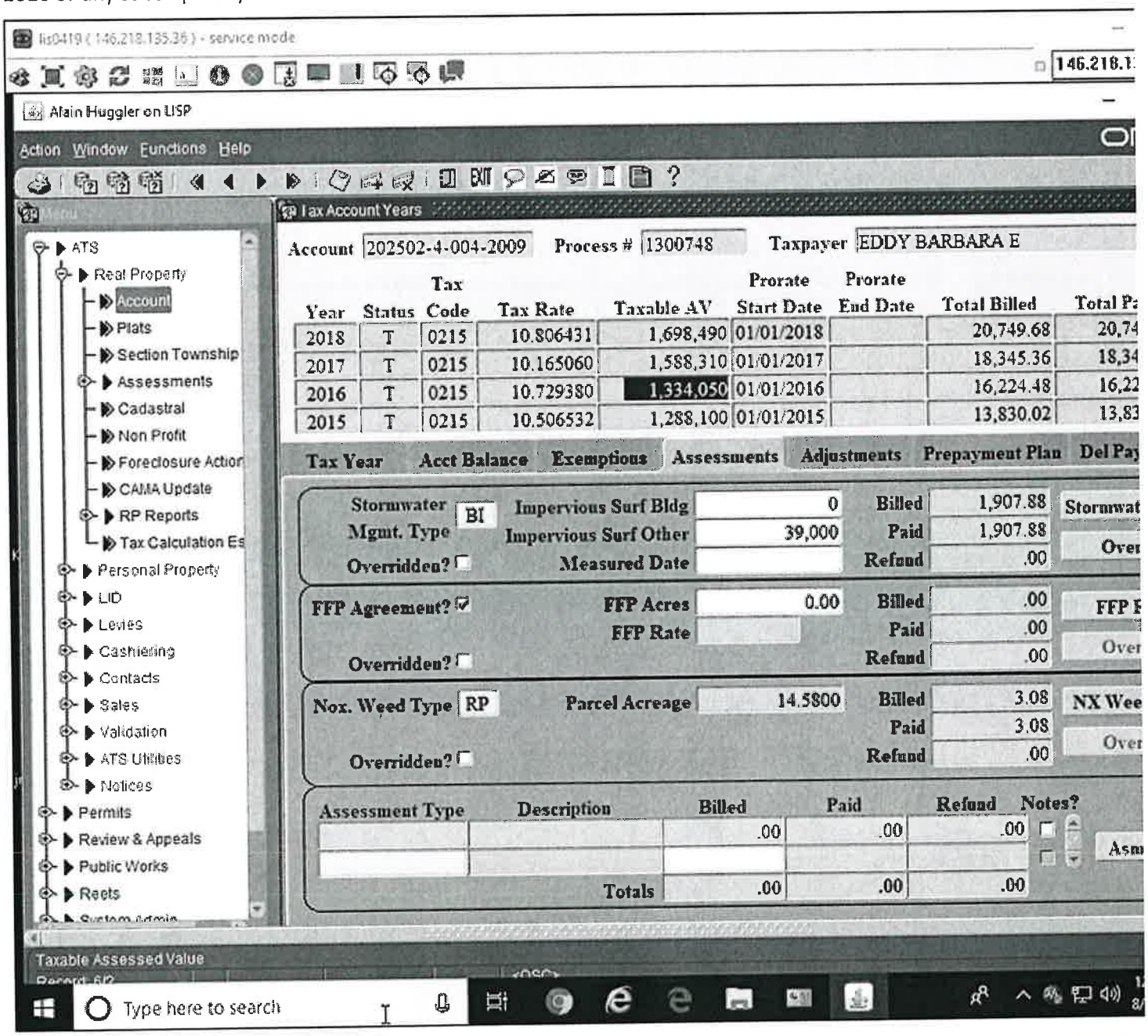
3 - did not look into b/c of already noted comment

349147: Membership renewal for Ray Navarette - have been in contact with vendor, waiting for them to check their records. Renewal form was not sent with check, so it is possible it is not lost, just sitting somewhere, however they also changed offices since payment was sent.

Carrie Freitas

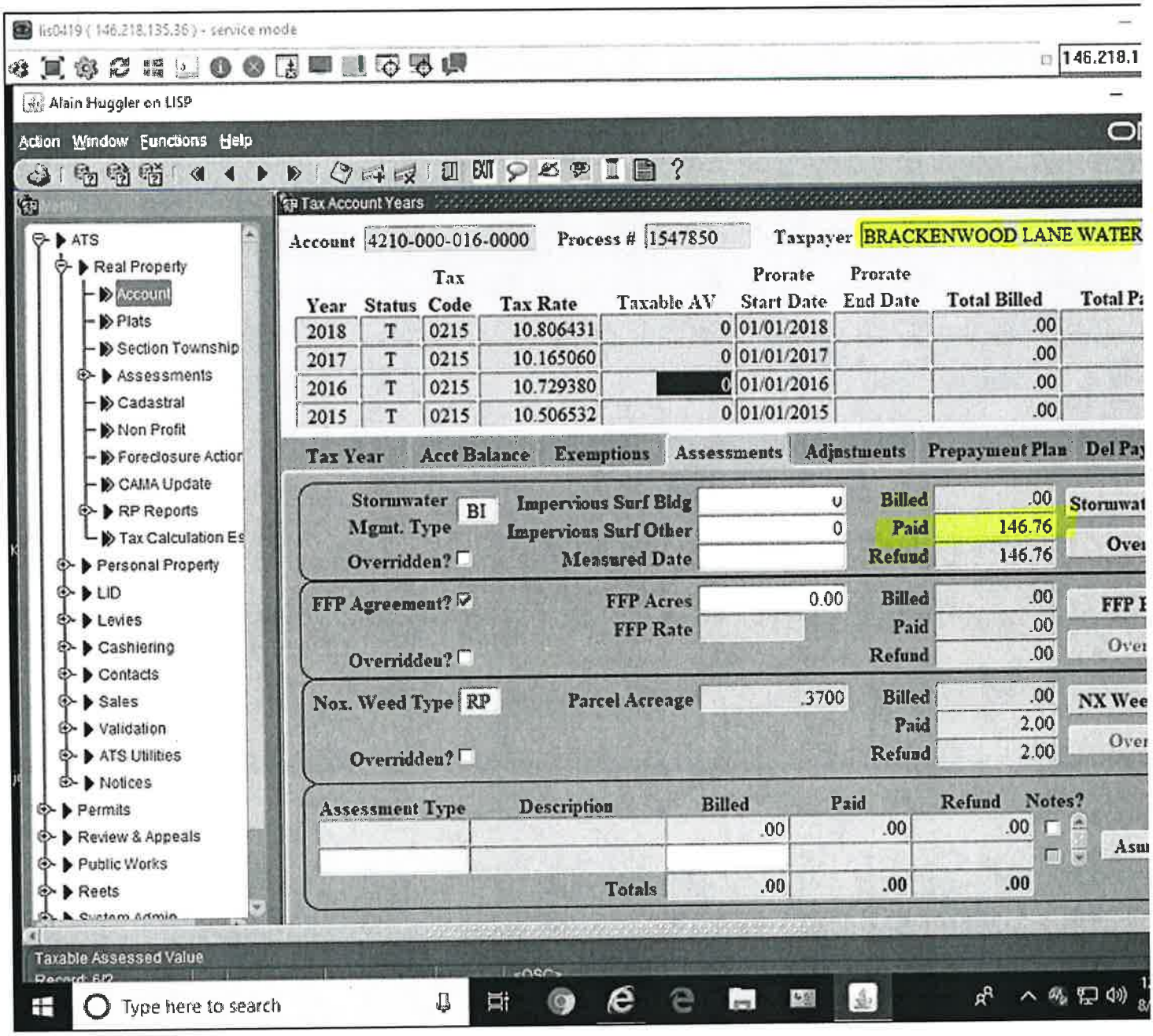
From: Alain Huggler
Sent: Friday, August 30, 2019 12:53 PM
To: Carrie Freitas
Subject: 2016 SSWM fee refunds

Carrie,
The account for Barbara Eddy indicated in the Kitsap County LIS database below shows no outstanding overpayment for 2016 or any subsequent year:



The account for Brackenwood Lane Water Association shows a refund processed in 2016 and no outstanding amounts (charges, paid amounts, or refunds) in subsequent years:

384



Alain Huggler
Financial Analyst
City of Bainbridge Island
www.bainbridgewa.gov
206.780.8621 (office)

CLERK: cfreitas INVOICE HEADER CHANGED

VENDOR DOCUMENT	CHECK RUN	VOUCHER	DEPT	YR/PER	CASH ACCOUNT	TYPE STAT	INV DATE DUE DATE	DISCOUNT AMOUNT INVOICE NET	ERROR
008586 57986		210646	FIN	2016 12	635 111100	INV	12/31/2016	.00	
BRACKENWOOD	RMT: 0	2016 SSWM REFUND-1 ERU					01/11/2017	146.76	
INVOICE: 4210-000-016-0000									
43134 343830		STRMDRAIN			N 1		146.76		

** END OF REPORT - Generated by Carrie L. Freitas **

CLERK: cfreitas

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 9 326 APM 43134-343830 09/27/2019 VOID INV 008586 57986	STORM DRAINAGE FEES 2016 SSWM REFUND-1 ERU			146.76
	1 GENERAL LEDGER TOTAL		.00	146.76
APM 403-213000 09/27/2019 VOID INV 008586	ACCOUNTS PAYABLE		146.76	
	1 TOTAL		146.76	.00
	SYSTEM GENERATED ENTRIES TOTAL		146.76	.00
	JOURNAL 2019/09/326 TOTAL		146.76	146.76
2019 9 326 APM 403-292100 09/27/2019 VOID INV 008586	REVENUE CONTROL			146.76

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
403 STORM & SURFACE WATER FUND	2019	9	326	09/27/2019			
403-213000					ACCOUNTS PAYABLE	146.76	
403-292100					REVENUE CONTROL		146.76
					FUND TOTAL	146.76	146.76

** END OF REPORT - Generated by Carrie L. Freitas **

Manual
CF 9/23/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
351674	09/23/2019	PRTD	333 KITSAP COUNTY AUDITO	234561	272502-4-185-2003	09/19/2019		M092319	223.00
	Invoice: 272502-4-185-2003				ENG/ROW EASEMENT: PARCEL #2003				
					223.00 72321952 66100000708 WYATT-MAD TO LOVELL-ROW ACQ				
							CHECK	351674 TOTAL:	223.00
351675	09/23/2019	PRTD	333 KITSAP COUNTY AUDITO	234562	272502-4-184-2004	09/19/2019		M092319	223.00
	Invoice: 272502-4-184-2004				ENG/ROW EASEMENTS: #2004				
					223.00 72321952 66100000708 WYATT-MAD TO LOVELL-ROW ACQ				
							CHECK	351675 TOTAL:	223.00
351676	09/23/2019	PRTD	333 KITSAP COUNTY AUDITO	234563	2727502-4-009-2007	09/19/2019		M092319	110.50
	Invoice: 2727502-4-009-2007				ENG/TEMP EASEMENT: #2007				
					110.50 72321952 64500000708 WYATT-TEMP EASEMENTS				
							CHECK	351676 TOTAL:	110.50
351677	09/23/2019	PRTD	316 KC TREASURER	234564	272502-4-185-2003	09/19/2019		M092319	581.72
	Invoice: 272502-4-185-2003				ENG/REET: #2003				
					581.72 72321952 66100000708 WYATT-MAD TO LOVELL-ROW ACQ				
							CHECK	351677 TOTAL:	581.72
351678	09/23/2019	PRTD	316 KC TREASURER	234565	272502-4-184-2004	09/19/2019		M092319	707.88
	Invoice: 272502-4-184-2004				ENG/REET: #2004				
					707.88 72321952 66100000708 WYATT-MAD TO LOVELL-ROW ACQ				
							CHECK	351678 TOTAL:	707.88
351679	09/23/2019	PRTD	9286 MADISON AVE REAL EST	234566	09/19/19	09/19/2019		M092319	180,000.00
	Invoice: 09/19/19				ENG/ROW, PERM & TEMP ESMT, IMPROVEMENTS				
					84,593.76 72321952 66100000708 WYATT-MAD TO LOVELL-ROW ACQ				
					88,863.95 72321952 64500000708 WYATT-TEMP EASEMENTS				
					6,542.29 72321952 64940000708 WYATT-MAD TO LOVELL-SETTLEMENT				
							CHECK	351679 TOTAL:	180,000.00

NUMBER OF CHECKS 6 *** CASH ACCOUNT TOTAL *** 181,846.10

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	6	181,846.10

*** GRAND TOTAL *** 181,846.10

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 9 275					
APP 301-213000	ACCOUNTS PAYABLE			181,846.10	
09/23/2019 M092319 092319	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				181,846.10
09/23/2019 M092319 092319	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			181,846.10	181,846.10
APP 631-130000	DUE TO/FROM CLEARING			181,846.10	
09/23/2019 M092319 092319					
APP 301-130000	DUE TO/FROM CLEARING				181,846.10
09/23/2019 M092319 092319					
	SYSTEM GENERATED ENTRIES TOTAL			181,846.10	181,846.10
	JOURNAL 2019/09/275 TOTAL			363,692.20	363,692.20

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
301 CAPITAL CONSTRUCTION FUND	2019	9	275	09/23/2019			
301-130000				DUE TO/FROM CLEARING			181,846.10
301-213000				ACCOUNTS PAYABLE		181,846.10	
					FUND TOTAL	181,846.10	181,846.10
631 CLEARING FUND	2019	9	275	09/23/2019			
631-130000				DUE TO/FROM CLEARING		181,846.10	
635-111100				CASH			181,846.10
					FUND TOTAL	181,846.10	181,846.10

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
301	CAPITAL CONSTRUCTION FUND		181,846.10
631	CLEARING FUND	181,846.10	
	TOTAL	181,846.10	181,846.10

** END OF REPORT - Generated by Carrie L. Freitas **

Manual
CF 9/24/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351680	09/24/2019	PRTD	6420	AT&T MOBILITY	234572	287293538919X091919	09/11/2019		M092419	79.00
	Invoice: 287293538919X091919						POL/WIRELESS CHARGES			
					79.00	91011215 542100	GG-C/E-PD-PHONE			
					234573	287293533363X091919	09/11/2019		M092419	21.67
	Invoice: 287293533363X091919						POL/WIRELESS CHARGES			
					21.67	91011215 542100	GG-C/E-PD-PHONE			
					234574	287287004732X091919	09/11/2019		M092419	1,360.96
	Invoice: 287287004732X091919						POL/WIRELESS CHARGES			
					1,360.96	91011215 542100	GG-C/E-PD-PHONE			
							CHECK	351680 TOTAL:		1,461.63
351681	09/24/2019	PRTD	1235	AT&T ONENET SERVICE	234575	1270639040	09/01/2019		M092419	.66
	Invoice: 1270639040						PCD/FAX LONG DIST SEP 19			
					.66	91011189 542100	GG-C/E-CITY HALL-PHONE			
							CHECK	351681 TOTAL:		.66
351682	09/24/2019	PRTD	37	ASSOCIATION OF WA CI	234576	10/2019	09/23/2019		M092419	843.12
	Invoice: 10/2019						PCD/OCT 2019 COBRA GC			
					843.12	61011581 520000	PCD - C/E ADMIN BENEFITS			
							CHECK	351682 TOTAL:		843.12
351683	09/24/2019	PRTD	1205	PUGET SOUND ENERGY	234577	4376SEP19	09/18/2019		M092419	903.43
	Invoice: 4376SEP19						SEP 19 - GREEN POWER CONTRACT			
					903.43	91011189 547101	ELECTRIC-GREEN POWER			
							CHECK	351683 TOTAL:		903.43
						NUMBER OF CHECKS 4	*** CASH ACCOUNT TOTAL ***			3,208.84

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	3,208.84

*** GRAND TOTAL *** 3,208.84

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 9 295					
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			3,208.84	
09/24/2019 M092419 092419	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				3,208.84
09/24/2019 M092419 092419	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			3,208.84	3,208.84
APP 631-130000	DUE TO/FROM CLEARING			3,208.84	
09/24/2019 M092419 092419					
APP 001-130000	GENERAL - DUE TO/FROM CLEARING				3,208.84
09/24/2019 M092419 092419					
	SYSTEM GENERATED ENTRIES TOTAL			3,208.84	3,208.84
	JOURNAL 2019/09/295 TOTAL			6,417.68	6,417.68

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 9	295	09/24/2019			
001-130000				GENERAL - DUE TO/FROM CLEARING		3,208.84
001-213000				GENERAL - ACCOUNTS PAYABLE	3,208.84	
				FUND TOTAL	3,208.84	3,208.84
631 CLEARING FUND	2019 9	295	09/24/2019			
631-130000				DUE TO/FROM CLEARING	3,208.84	
635-111100				CASH		3,208.84
				FUND TOTAL	3,208.84	3,208.84

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		3,208.84
631	CLEARING FUND	3,208.84	
	TOTAL	3,208.84	3,208.84

** END OF REPORT - Generated by Carrie L. Freitas **

Manual
CF 9/26/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351684	09/26/2019	PRTD	551	CENTURYLINK	234585	6124SEP19	09/16/2019		M092619	58.32
Invoice: 6124SEP19							WEAVER PRV WATER TELEM			
					58.32	91411891 542100	GG-WTR-FAC-PHONE			
							CHECK	351684 TOTAL:		58.32
351685	09/26/2019	PRTD	9293	ISLAND KITCHEN LLC	234586	1	09/25/2019		M092619	2,005.60
Invoice: 1							HR/EMPLOYEE APPRECIATION LUNCH			
					2,005.60	33011161 53110000302	EMPLOYEE RECOG-HR-C/E-SUPPLIES			
							CHECK	351685 TOTAL:		2,005.60
351686	09/26/2019	PRTD	7849	LAW OFFICE OF THOMAS	234587	SEP19	09/10/2019		M092619	4,484.83
Invoice: SEP19							LEGAL/PUB DEF SVCS SEP 2019			
					4,484.83	32011281 541113	LGL-PUBLIC DEFENDER			
							CHECK	351686 TOTAL:		4,484.83
						NUMBER OF CHECKS 3	*** CASH ACCOUNT TOTAL ***			6,548.75

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	3	6,548.75

*** GRAND TOTAL *** 6,548.75

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 9 308				
APP 401-213000	ACCOUNTS PAYABLE		58.32	
09/26/2019 M092619 092619	AP CASH DISBURSEMENTS JOURNAL			
APP 635-111100	CASH			6,548.75
09/26/2019 M092619 092619	AP CASH DISBURSEMENTS JOURNAL			
APP 001-213000	GENERAL - ACCOUNTS PAYABLE		6,490.43	
09/26/2019 M092619 092619	AP CASH DISBURSEMENTS JOURNAL			
	GENERAL LEDGER TOTAL		6,548.75	6,548.75
APP 631-130000	DUE TO/FROM CLEARING		6,548.75	
09/26/2019 M092619 092619				
APP 401-130000	DUE TO/FROM CLEARING			58.32
09/26/2019 M092619 092619				
APP 001-130000	GENERAL - DUE TO/FROM CLEARING			6,490.43
09/26/2019 M092619 092619				
	SYSTEM GENERATED ENTRIES TOTAL		6,548.75	6,548.75
	JOURNAL 2019/09/308 TOTAL		13,097.50	13,097.50

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019	9	308	09/26/2019			
001-130000					GENERAL - DUE TO/FROM CLEARING		6,490.43
001-213000					GENERAL - ACCOUNTS PAYABLE	6,490.43	
					FUND TOTAL	6,490.43	6,490.43
401 WATER OPERATING FUND	2019	9	308	09/26/2019			
401-130000					DUE TO/FROM CLEARING		58.32
401-213000					ACCOUNTS PAYABLE	58.32	
					FUND TOTAL	58.32	58.32
631 CLEARING FUND	2019	9	308	09/26/2019			
631-130000					DUE TO/FROM CLEARING	6,548.75	
635-111100					CASH		6,548.75
					FUND TOTAL	6,548.75	6,548.75

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		6,490.43
401	WATER OPERATING FUND		58.32
631	CLEARING FUND	6,548.75	
	TOTAL	6,548.75	6,548.75

** END OF REPORT - Generated by Carrie L. Freitas **

Manual
CF 9/27/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				INVOICE DTL DESC						
351687	09/27/2019	PRTD	102	CITY OF BAINBRIDGE I	234634	RETREQ2-1026	09/26/2019	21900036	M092719	1,900.00
Invoice: RETREQ2-1026							FAC ROOF RPR & RPLC - RET			
						1,575.00 73411345 54810001026	HOB&SANDS BLDGS-REROOF			
						325.00 73415345 54810001026	ROCKAWAY-REPLACE ROOF			
							CHECK 351687 TOTAL:			1,900.00
351688	09/27/2019	PRTD	9222	TITAN ROOFING LLC	234635	PAYREQ2-1026	09/26/2019	21900035	M092719	17,100.00
Invoice: PAYREQ2-1026							ROOF REPLACEMENT & REPAIR PRJ			
						14,175.00 73411345 54810001026	HOB&SANDS BLDGS-REROOF			
						2,925.00 73415345 54810001026	ROCKAWAY-REPLACE ROOF			
							CHECK 351688 TOTAL:			17,100.00
						NUMBER OF CHECKS 2	*** CASH ACCOUNT TOTAL ***			19,000.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	2	19,000.00

*** GRAND TOTAL *** 19,000.00

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 9 320					
APP 401-213000	ACCOUNTS PAYABLE			19,000.00	
09/27/2019 M092719 092719	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				19,000.00
09/27/2019 M092719 092719	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			19,000.00	19,000.00
APP 631-130000	DUE TO/FROM CLEARING			19,000.00	
09/27/2019 M092719 092719					
APP 401-130000	DUE TO/FROM CLEARING				19,000.00
09/27/2019 M092719 092719					
	SYSTEM GENERATED ENTRIES TOTAL			19,000.00	19,000.00
	JOURNAL 2019/09/320 TOTAL			38,000.00	38,000.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR	PER	JNL	EFF DATE / ACCOUNT DESCRIPTION		DEBIT	CREDIT
401 WATER OPERATING FUND	2019	9	320	09/27/2019			
401-130000				DUE TO/FROM CLEARING			19,000.00
401-213000				ACCOUNTS PAYABLE		19,000.00	
					FUND TOTAL	19,000.00	19,000.00
631 CLEARING FUND	2019	9	320	09/27/2019			
631-130000				DUE TO/FROM CLEARING		19,000.00	
635-111100				CASH			19,000.00
					FUND TOTAL	19,000.00	19,000.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
401	WATER OPERATING FUND		19,000.00
631	CLEARING FUND	19,000.00	
	TOTAL	19,000.00	19,000.00

** END OF REPORT - Generated by Carrie L. Freitas **

Manual
CF 10/2/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351689	10/02/2019	PRTD	2421	KITSAP PUBLIC HEALTH	234808	10/01/19	10/02/2019		M100219	290.00
	Invoice: 10/01/19					PW/WELL INSPECTION				
						290.00 73011319 54810001023 MORALES FARM WELL - R&M				
							CHECK 351689 TOTAL:			290.00
						NUMBER OF CHECKS 1	*** CASH ACCOUNT TOTAL ***			290.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	1	290.00

*** GRAND TOTAL *** 290.00

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL SRC ACCOUNT EFF DATE JNL DESC REF 1 REF 2 REF 3	ACCOUNT DESC LINE DESC	T OB	DEBIT	CREDIT
2019 10 32				
APP 001-213000 10/02/2019 M100219 10/02	GENERAL - ACCOUNTS PAYABLE AP CASH DISBURSEMENTS JOURNAL		290.00	
APP 635-111100 10/02/2019 M100219 10/02	CASH AP CASH DISBURSEMENTS JOURNAL			290.00
	GENERAL LEDGER TOTAL		290.00	290.00
APP 631-130000 10/02/2019 M100219 10/02	DUE TO/FROM CLEARING		290.00	
APP 001-130000 10/02/2019 M100219 10/02	GENERAL - DUE TO/FROM CLEARING			290.00
	SYSTEM GENERATED ENTRIES TOTAL		290.00	290.00
	JOURNAL 2019/10/32 TOTAL		580.00	580.00

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 10	32	10/02/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		290.00
001-213000			GENERAL - ACCOUNTS PAYABLE	290.00	
			FUND TOTAL	290.00	290.00
631 CLEARING FUND	2019 10	32	10/02/2019		
631-130000			DUE TO/FROM CLEARING	290.00	
635-111100			CASH		290.00
			FUND TOTAL	290.00	290.00

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		290.00
631	CLEARING FUND	290.00	
	TOTAL	290.00	290.00

** END OF REPORT - Generated by Carrie L. Freitas **

Regular
CF 10/2/19

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
351690	10/09/2019	PRTD	9288	550 MADISON APTS.	234567	80810	09/23/2019		10/06/19	29.06
Invoice: 80810							UB 10514 550 MADISON AVENUE N			
						29.06 411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	351690 TOTAL:		29.06
351691	10/09/2019	PRTD	5	ACE HARDWARE	234590	44715/1	09/09/2019		10/06/19	63.67
Invoice: 44715/1							PW/FASTENERS			
						63.67 73411345 531100	OFFICE SUPPLIES			
Invoice: 44820/1					234636	44820/1	09/25/2019		10/06/19	116.70
							PW/PLUMBING SUPPLIES			
						116.70 73425358 531100	O&M-WWTP-SUPPLIES			
Invoice: 44800/1					234637	44800/1	09/23/2019		10/06/19	7.03
							PW/BUSHINGS			
						7.03 73411345 531100	OFFICE SUPPLIES			
Invoice: 44803/1					234638	44803/1	09/23/2019		10/06/19	60.93
							PW/PLIERS, DETECTOR			
						60.93 73421355 531100	WIN COLL-SUPPLIES			
Invoice: 44764/1					234639	44764/1	09/18/2019		10/06/19	54.46
							PW/FLASHLIGHTS			
						54.46 73411345 531100	OFFICE SUPPLIES			
Invoice: 44818/1					234701	44818/1	09/25/2019		10/06/19	68.64
							PW/HEX SET, CABLE TIES,DRILL BIT			
						68.64 73421355 531100	WIN COLL-SUPPLIES			
							CHECK	351691 TOTAL:		371.43
351692	10/09/2019	PRTD	7994	PENINSULA SERVICES	234640	91163	08/31/2019		10/06/19	64.00
Invoice: 91163							POL/MOBILE SHREDDING			
						64.00 51011211 541100	PD-C/E-ADM-PROF SVCS			
							CHECK	351692 TOTAL:		64.00
351693	10/09/2019	PRTD	5079	ALLCOUNTY OPERATIONS	234591	25053	07/12/2019		10/06/19	235.00
Invoice: 25053							PW/SEPTIC MAINTENANCE			
						235.00 73011897 548100	O&M-C/E-PWYD FAC-REPAIRS			
							CHECK	351693 TOTAL:		235.00
351694	10/09/2019	PRTD	1014	ALLDATA LLC	234592	20190918/322220	09/18/2019		10/06/19	1,635.00
Invoice: 20190918/322220							IT/O&M MECHANIC SOFTWARE MAINT			
						1,635.00 81011881 548500	IT - C/E COMPUTER SUPPORT			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK 351694 TOTAL:		1,635.00
351695	10/09/2019	PRTD	8672	ALLSTREAM	234809	16396653	10/01/2019		10/06/19	913.72
Invoice: 16396653							FIN/OCT 19 CITYWIDE PHN SVCS			
					913.72	41637891 542100	FIN - ALLOC TELEPHONE			
								CHECK 351695 TOTAL:		913.72
351696	10/09/2019	PRTD	4710	ASSOCIATED PETROLEU	234641	0111727-IN	09/17/2019		10/06/19	919.80
Invoice: 0111727-IN							PW/350.1 GAL UNLEADED			
					919.80	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					234642	0111726-IN	09/17/2019		10/06/19	1,050.08
Invoice: 0111726-IN							PW/362 GAL DIESEL			
					1,050.08	73638893 532000	O&M-FUEL USE-ALLOCATION			
					234643	0109338-IN	09/10/2019		10/06/19	930.71
Invoice: 0109338-IN							PW/365 GAL UNLEADED			
					930.71	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					234644	0108770-IN	09/10/2019		10/06/19	734.16
Invoice: 0108770-IN							PW/256 GAL UNLEADED			
					734.16	73638893 532000	O&M-FUEL USE-ALLOCATION			
					234645	0107288-IN	09/05/2019		10/06/19	487.90
Invoice: 0107288-IN							PW/190 GAL UNLEADED			
					487.90	73638932 532000	O&M-FUEL ALLOC TO OTH DEPTS			
					234646	0107287-IN	09/05/2019		10/06/19	584.31
Invoice: 0107287-IN							PW/200 GAL DIESEL			
					584.31	73638893 532000	O&M-FUEL USE-ALLOCATION			
								CHECK 351696 TOTAL:		4,706.96
351697	10/09/2019	PRTD	1513	AMERICAN PUBLIC WORK	234702	600919-2019	09/09/2019		10/06/19	780.00
Invoice: 600919-2019							PW/MEMBERSHIP DUES 2019-2020			
					390.00	73637891 549100	DUES/SUBSCRIPTIONS			
					390.00	71011321 549100	PWADM-C/E-DUES/SUBSCR/MEMBRSHP			
								CHECK 351697 TOTAL:		780.00
351698	10/09/2019	PRTD	7821	AUS WEST LOCKBOX	234647	1991433274	09/26/2019		10/06/19	53.99
Invoice: 1991433274							PW/LAUNDRY SERVICE			
					53.99	73638893 589310	LAUNDRY SERVICES			
					234648	1991413615	09/12/2019		10/06/19	53.99
Invoice: 1991413615							PW/LAUNDRY SERVICE			
					53.99	73638893 589310	LAUNDRY SERVICES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				234774	1991423432	09/19/2019		10/06/19	53.99
			Invoice: 1991423432			PW/LAUNDRY SERVICE			
				53.99	73638893 589310	LAUNDRY SERVICES			
						CHECK	351698 TOTAL:		161.97
351699	10/09/2019	PRTD	1200 ARNESS INCORPORATED	234593	8270	09/07/2019		10/06/19	2,242.68
			Invoice: 8270			PW/EAST BASIN PUMP			
				2,242.68	73425358 548100	O&M-WWTP-REPAIRS			
				234649	8315	09/11/2019		10/06/19	582.33
			Invoice: 8315			PW/SLS PUMP OUT			
				582.33	73421355 548100	WIN COLL-R&M			
						CHECK	351699 TOTAL:		2,825.01
351700	10/09/2019	PRTD	4365 AUTOMATIC FUNDS TRAN	234594	BAIN1908983	08/31/2019		10/06/19	323.00
			Invoice: BAIN1908983			FIN/PHN & WEB PMTS AUG 19			
				161.50	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				161.50	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
				234811	110857	09/06/2019		10/06/19	12.88
			Invoice: 110857			UB/FINAL BILL: PRINT & MAIL			
				2.44	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				2.44	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
				4.00	91411891 542500	GG-WTR-FAC-POSTAGE			
				4.00	91421891 542500	GG-SWR-FAC-POSTAGE			
				234812	110756	09/04/2019		10/06/19	784.89
			Invoice: 110756			UB/STATEMENT PREP & MAIL			
				164.04	43411341 541100	FIN - WATER ADMIN PROF SERVICE			
				164.05	43421351 541100	FIN - SEWER ADMIN PROF SERVICE			
				228.40	91411891 542500	GG-WTR-FAC-POSTAGE			
				228.40	91421891 542500	GG-SWR-FAC-POSTAGE			
						CHECK	351700 TOTAL:		1,120.77
351701	10/09/2019	PRTD	55 SOUND PUBLISHING, IN	234595	BIR873161	09/13/2019		10/06/19	81.46
			Invoice: BIR873161			CC/ORD 2019-26			
				81.46	11011113 544000	COUNCIL - LEGAL NOTICES			
				234597	BIR873162	09/13/2019		10/06/19	92.08
			Invoice: BIR873162			CC/ORD 2019-03			
				92.08	11011113 544000	COUNCIL - LEGAL NOTICES			
				234598	BIR873164	09/13/2019		10/06/19	74.38
			Invoice: BIR873164			CC/ORD 2019-25			
				74.38	11011113 544000	COUNCIL - LEGAL NOTICES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
				234599	BIR873277	09/13/2019		10/06/19	46.04
Invoice: BIR873277					CC/ORD 2019-23				
				46.04	11011113 544000	COUNCIL - LEGAL NOTICES			
				234600	BIR873160	09/13/2019		10/06/19	76.74
Invoice: BIR873160					PCD/NOA: BLD24214				
				76.74	63470586 544000	CUR-DEV-ZONING-ADV			
				234601	BIR873313	09/13/2019		10/06/19	87.36
Invoice: BIR873313					PCD/SEPA: BLD24232 C-GAF				
				87.36	63470586 544000	CUR-DEV-ZONING-ADV			
						CHECK	351701 TOTAL:		458.06
351702	10/09/2019	PRTD	55 SOUND PUBLISHING, IN	234650	7940822-2411531	08/31/2019		10/06/19	87.50
Invoice: 7940822-2411531					POL/CLASSIFIEDS: PROPERTY				
				87.50	51011191 544000	PD-C/E-PROP RM-ADVERTISING			
						CHECK	351702 TOTAL:		87.50
351703	10/09/2019	PRTD	5412 BENEFIT ADMINISTRATI	234651	1909513	09/24/2019		10/06/19	255.20
Invoice: 1909513					HSA/FSA CARD SVCS SEPT 2019				
				28.07	21011125 520000	COURT - BENEFITS			
				45.94	31011131 520000	EX-GF-BEN			
				35.73	41011141 520000	FIN - C/E ADMIN BENEFITS			
				22.97	51011211 520000	PD-C/E ADMIN-BENEFITS			
				35.73	61011581 520000	PCD - C/E ADMIN BENEFITS			
				81.66	71011321 520000	PW - C/E BENEFITS			
				5.10	81011881 520000	IT - C/E ADMIN BENEFITS			
						CHECK	351703 TOTAL:		255.20
351704	10/09/2019	PRTD	50 BAINBRIDGE ISLAND EL	234703	20190102	09/24/2019		10/06/19	381.50
Invoice: 20190102					PW/HEAD OF BAY WELL REPAIR				
				381.50	73411345 548100	REPAIRS & MAINTENANCE			
				234704	20190108	09/24/2019		10/06/19	185.30
Invoice: 20190108					PW/WWTP HOA SWITCH				
				185.30	73425358 548100	O&M-WWTP-REPAIRS			
				234705	20190093	06/24/2019		10/06/19	2,895.32
Invoice: 20190093					PW/WING PT SLS REPAIR				
				2,895.32	73421355 548100	WIN COLL-R&M			
						CHECK	351704 TOTAL:		3,462.12

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351705	10/09/2019	PRTD	2265	BAINBRIDGE ISLAND LO	234603	COBI-0024	08/29/2019		10/06/19	14,680.50
	Invoice: COBI-0024						Q2 2019 LTAC - "DESTINATION BAINB			
						14,680.50 91140573 541100	GG-TOUR-PROF SERVICES			
							CHECK	351705 TOTAL:		14,680.50
351706	10/09/2019	PRTD	64	BAINBRIDGE ISLAND AR	234652	1933	09/17/2019		10/06/19	867.67
	Invoice: 1933						EX/SOMETHING NEW			
						867.67 31024759 54110000877	SOMETHING NEW PH1-PROF SVCS			
							CHECK	351706 TOTAL:		867.67
351707	10/09/2019	PRTD	4901	BRABER EQUIPMENT	234707	354954	09/24/2019		10/06/19	28.20
	Invoice: 354954						PW/WASHERS			
						28.20 73637958 531100	ROADSIDE MOWER ALLOC-SUPPLIES			
					234709	354786	09/19/2019		10/06/19	2,495.56
	Invoice: 354786						PW/PARTS FOR 225,255			
						2,495.56 73637958 531100	ROADSIDE MOWER ALLOC-SUPPLIES			
							CHECK	351707 TOTAL:		2,523.76
351708	10/09/2019	PRTD	78	BROWNE WHEELER ENGIN	234710	9565	09/10/2019		10/06/19	2,317.50
	Invoice: 9565						O&M PUMP HOUSE REPAIR ENG REPO			
						2,317.50 73011897 54110001043	PWY-PUMP HOUSE & WELL-PROF SVC			
							CHECK	351708 TOTAL:		2,317.50
351709	10/09/2019	PRTD	8595	BRUCE TITUS FORD, IN	234653	67089846	09/17/2019		10/06/19	186.20
	Invoice: 67089846						POL/VEH 213 MAINT			
						186.20 53011212 548100	POLICE - C/E PATROL MAINTENANC			
					234711	67090171	09/25/2019		10/06/19	958.42
	Invoice: 67090171						POL/VEH#199 MAINT			
						958.42 53011212 548100	POLICE - C/E PATROL MAINTENANC			
							CHECK	351709 TOTAL:		1,144.62
351710	10/09/2019	PRTD	7621	CAROLLO ENGINEERS IN	234654	0180517	09/16/2019		10/06/19	591.80
	Invoice: 0180517						UPDATE WATER MODELING CONTRACT			
						591.80 72411345 54110000336	ANNUAL WATER MAINS PRES-PROFSV			
							CHECK	351710 TOTAL:		591.80

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351711	10/09/2019	PRTD	551	CENTURYLINK	234810	0399SEP19	09/23/2019		10/06/19	2,858.72
Invoice: 0399SEP19						CITYWIDE TELEMETRY & FAX SVC				
					1,549.30	91425358 542100 GG-WWTP-TELEPHONE/FAX				
					754.27	91411891 542100 GG-WTR-FAC-PHONE				
					72.34	91011755 542100 GG-C/E-COMMONS-PHONE				
					146.32	91011189 542100 GG-C/E-CITY HALL-PHONE				
					211.37	91011897 542100 GG-C/E-O&M YARD FAC-PHONE				
					70.01	91011255 542100 GG-C/E-COURT BLDG-PHONE				
					55.11	91011215 542100 GG-C/E-PD-PHONE				
								CHECK	351711 TOTAL:	2,858.72
351712	10/09/2019	PRTD	8253	CHS NORTHWEST	234658	36032/H	09/25/2019		10/06/19	912.24
Invoice: 36032/H						PW/COARSE SALT				
					912.24	73637892 531100 O&M-ALLOC-WTR-CONSUMABLES				
								CHECK	351712 TOTAL:	912.24
351713	10/09/2019	PRTD	634	CITY OF BAINBRIDGE I	234656	BLD24273	09/27/2019		10/06/19	973.03
Invoice: BLD24273						PW/BLD24273				
					973.03	73011897 54980001035 PWY-O&M TRAILER SIDING-PERMITS				
								CHECK	351713 TOTAL:	973.03
351714	10/09/2019	PRTD	102	CITY OF BAINBRIDGE I	234605	RETREQFINAL-721	09/13/2019	21900054	10/06/19	1,050.00
Invoice: RETREQFINAL-721						LOVELL SEWER MAINT-RET				
					1,050.00	73421355 54810000721 LOVELL BEACH MAINS-REPAIRS				
								CHECK	351714 TOTAL:	1,050.00
351715	10/09/2019	PRTD	104	CITY OF BREMERTON	234657	BPD0002465	09/11/2019		10/06/19	200.00
Invoice: BPD0002465						POL/RANGE RENTAL				
					200.00	53011212 545000 POLICE - C/E PATROL RENTS				
								CHECK	351715 TOTAL:	200.00
351716	10/09/2019	PRTD	104	CITY OF BREMERTON	234606	BKAT000500	09/03/2019		10/06/19	2,840.75
Invoice: BKAT000500						IT/BKAT - SEP 2019				
					2,840.75	81011881 542420 IT-C/E-TELEVISTED COUNCIL MEET				
								CHECK	351716 TOTAL:	2,840.75
351717	10/09/2019	PRTD	8435	COATES DESIGN INC	234607	124102	09/12/2019		10/06/19	13,810.00
Invoice: 124102						DESIGN SERVICES-POLICE & COURT				
					13,810.00	72311942 64110000724 PD/COURT BLDG-PROF SVCS/DESIGN				

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				INVOICE DTL DESC						
								CHECK	351717 TOTAL:	13,810.00
351718	10/09/2019	PRTD	8636	CONTRACT LAND STAFF,	234614	3888.16.12-0109555	04/08/2019		10/06/19	670.00
Invoice: 3888.16.12-0109555						RIGHT OF WAY ACQUISITION SERVI				
					670.00	72321952 64110000708 WYATT-ROW ACQ-PROF SVCS				
					234615	3888.16.12-0108808	03/12/2019		10/06/19	1,053.44
Invoice: 3888.16.12-0108808						RIGHT OF WAY ACQUISITION SERVI				
					1,053.44	72321952 64110000708 WYATT-ROW ACQ-PROF SVCS				
					234617	3888.16.12-0114290	09/04/2019		10/06/19	1,584.51
Invoice: 3888.16.12-0114290						RIGHT OF WAY ACQUISITION SERVI				
					1,584.51	72321952 64110000708 WYATT-ROW ACQ-PROF SVCS				
					234618	3888.16.12-0113014	05/08/2019		10/06/19	1,782.32
Invoice: 3888.16.12-0113014						RIGHT OF WAY ACQUISITION SERVI				
					1,782.32	72321952 64110000708 WYATT-ROW ACQ-PROF SVCS				
					234619	3888.16.12-0111150	06/05/2019		10/06/19	1,678.97
Invoice: 3888.16.12-0111150						RIGHT OF WAY ACQUISITION SERVI				
					1,678.97	72321952 64110000708 WYATT-ROW ACQ-PROF SVCS				
					234620	3888.16.12-0111875	07/01/2019		10/06/19	2,870.59
Invoice: 3888.16.12-0111875						RIGHT OF WAY ACQUISITION SERVI				
					2,870.59	72321952 64110000708 WYATT-ROW ACQ-PROF SVCS				
								CHECK	351718 TOTAL:	9,639.83
351719	10/09/2019	PRTD	142	COPIERS NORTHWEST IN	234621	INV2022478	09/23/2019		10/06/19	1,020.75
Invoice: INV2022478						EX,FIN/IRC7565I LEASE & OVERAGE				
					510.38	31011131 545000 EX-GF-RENTS & LEASES				
					510.37	41011141 545000 FIN - C/E ADMIN RENTS & LEASES				
								CHECK	351719 TOTAL:	1,020.75
351720	10/09/2019	PRTD	5910	CREATIVE SERVICES	234659	D19-24082	09/11/2019		10/06/19	268.95
Invoice: D19-24082						POL/JUNIOR OFFICER STICKERS X3000				
					268.95	51011211 53110000589 PD-COMM OUTREACH-SUPPLIES				
								CHECK	351720 TOTAL:	268.95
351721	10/09/2019	PRTD	9274	DOUGLAS CRIST	234713	9.30.19	09/30/2019		10/06/19	350.00
Invoice: 9.30.19						EX/PHOTOGRAPHY SERVICES				
					350.00	31011572 541100 EX-GF-OUTREACH-PROF SVCS				

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
								CHECK	351721 TOTAL:	350.00
351722	10/09/2019	PRTD	6101	E & S BRYAN INC	234714	2599	09/30/2019		10/06/19	907.50
Invoice: 2599							FIN/REPORT WRITING SVCS			
					907.50	41011141 541100	FIN - C/E ADMIN PROF SERVICES			
								CHECK	351722 TOTAL:	907.50
351723	10/09/2019	PRTD	6363	LN CURTIS & SONS	234660	INV319847	09/20/2019		10/06/19	239.69
Invoice: INV319847							POL/UNIFORMS: JF, CM			
					239.69	53011212 520000	POLICE - C/E PATROL BENEFITS			
Invoice: INV318580					234661	INV318580	09/17/2019		10/06/19	82.33
							POL/UNFORMS: HUSKA			
					82.33	53011212 520000	POLICE - C/E PATROL BENEFITS			
Invoice: INV318150					234662	INV318150	09/16/2019		10/06/19	371.64
							POL/UNIFORMS: NOEL			
					371.64	53011212 520000	POLICE - C/E PATROL BENEFITS			
Invoice: INV318264					234663	INV318264	09/16/2019		10/06/19	119.85
							POL/UNIFORMS: BENKHERT			
					119.85	53011212 520000	POLICE - C/E PATROL BENEFITS			
Invoice: INV318271					234664	INV318271	09/16/2019		10/06/19	165.57
							POL/UNIFORMS: WEISS			
					165.57	51011211 520000	PD-C/E ADMIN-BENEFITS			
Invoice: INV318288					234665	INV318288	09/16/2019		10/06/19	247.90
							POL/UNIFORMS: ENGET			
					247.90	53011212 520000	POLICE - C/E PATROL BENEFITS			
Invoice: INV315584					234666	INV315584	09/06/2019		10/06/19	89.45
							POL/UNIFORM SHIRT: NOEL			
					89.45	53011212 520000	POLICE - C/E PATROL BENEFITS			
Invoice: INV315586					234667	INV315586	09/06/2019		10/06/19	51.61
							POL/PATCHES: HUSKA			
					51.61	53011212 520000	POLICE - C/E PATROL BENEFITS			
Invoice: INV321314					234715	INV321314	09/25/2019		10/06/19	304.10
							POL/UNIFORMS: TOVAR			
					304.10	53011212 520000	POLICE - C/E PATROL BENEFITS			
Invoice: INV321292					234716	INV321292	09/25/2019		10/06/19	100.28
							POL/UNIFORMS: WEISS			
					100.28	51011211 520000	PD-C/E ADMIN-BENEFITS			
Invoice: INV321327					234717	INV321327	09/25/2019		10/06/19	113.25
							POL/UNIFORM PANTS: ENGET			

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					113.25	53011212 520000	POLICE - C/E PATROL BENEFITS			
					234719	INV320446	09/23/2019		10/06/19	1,080.19
				Invoice: INV320446			POL/BODY ARMOR: HUSKA			
					1,080.19	53011212 520000	POLICE - C/E PATROL BENEFITS			
					234720	INV320589	09/23/2019		10/06/19	22.29
				Invoice: INV320589			POL/PATCHES: BENKHERT			
					22.29	53011212 520000	POLICE - C/E PATROL BENEFITS			
					234721	INV320592	09/23/2019		10/06/19	15.21
				Invoice: INV320592			POL/PATCH: SHIELDS			
					15.21	53011212 520000	POLICE - C/E PATROL BENEFITS			
					234722	INV320418	09/23/2019		10/06/19	1,080.19
				Invoice: INV320418			POL/BODY ARMOR: NOEL			
					1,080.19	53011212 53110000499	BVP-BULLETPROOF VESTS-PURCHASE			
					234723	INV320937	09/24/2019		10/06/19	1,239.56
				Invoice: INV320937			POL/BODY ARMOR: PEFFER			
					1,239.56	52011212 53110000499	BVP-BULLETPROOF VESTS-PURCHASE			
							CHECK	351723	TOTAL:	5,323.11
351724	10/09/2019	PRTD	7016	CUSTOM PRINTING	234622	8719	07/22/2019		10/06/19	135.71
				Invoice: 8719			CRT&FIN/BIZ CARDS			
					67.86	21011125 531100	COURT - SUPPLIES			
					67.85	41011141 531100	FIN - C/E ADMIN SUPPLIES			
							CHECK	351724	TOTAL:	135.71
351725	10/09/2019	PRTD	8691	ROBERT DAVY	234624	09/18/19	09/18/2019		10/06/19	150.00
				Invoice: 09/18/19			CRT/2.5 HRS JUDGE PRO TEMP			
					150.00	21011125 541210	COURT - JUDGE PRO TEMPORE SVCS			
							CHECK	351725	TOTAL:	150.00
351726	10/09/2019	PRTD	161	DENCO SALES COMPANY	234625	3592326-00	09/09/2019		10/06/19	893.35
				Invoice: 3592326-00			PW/VINYL, TAPE			
					874.18	990 141100	MERCHANDISE			
					19.17	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK	351726	TOTAL:	893.35
351727	10/09/2019	PRTD	672	DSC INC	234626	99493	09/12/2019		10/06/19	135.75
				Invoice: 99493			PW/12" DIAMOND BLADES			
					135.75	73111423 531100	OFFICE SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					234627	99499	09/12/2019		10/06/19	105.76
Invoice: 99499							PW/50' PRESS. WASH HOSE			
					105.76	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
					234668	99498	09/12/2019		10/06/19	377.49
Invoice: 99498							PW/HOSES, HOSE SLEEVES			
					377.49	73637958 531100	ROADSIDE MOWER ALLOC-SUPPLIES			
							CHECK	351727 TOTAL:		619.00
351728	10/09/2019	PRTD	7144	DTMICRO, INC	234629	4593	09/15/2019		10/06/19	136.25
Invoice: 4593							IT/POL NTWRK CONN W/ KC OCT19			
					136.25	91011215 542100	GG-C/E-PD-PHONE			
							CHECK	351728 TOTAL:		136.25
351729	10/09/2019	PRTD	9148	DUENDE PRESS	234724	607	09/30/2019		10/06/19	2,737.50
Invoice: 607							EX/COBI CONNECTS OCT			
					2,737.50	31011572 54110001015	NEWSLETTER-PROF SVCS			
							CHECK	351729 TOTAL:		2,737.50
351730	10/09/2019	PRTD	4639	ENNIS-FLINT, INC.	234630	239018	09/09/2019		10/06/19	306.82
Invoice: 239018							PW/TORCH HOSE			
					306.82	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK	351730 TOTAL:		306.82
351731	10/09/2019	PRTD	5781	EXTERMINATION SERVIC	234725	33415	09/06/2019		10/06/19	288.85
Invoice: 33415							PW/COMMONS PEST CONTROL			
					288.85	73011755 548100	O&M-COMMONS REPAIRS			
							CHECK	351731 TOTAL:		288.85
351732	10/09/2019	PRTD	212	FABRICARE 02 - PLANT	234669	09/02/19	09/02/2019		10/06/19	301.01
Invoice: 09/02/19							POL/LAUNDRY SERVICE			
					135.59	51011211 520000	PD-C/E ADMIN-BENEFITS			
					40.65	52011212 520000	POLICE - C/E INVEST BENEFITS			
					124.77	53011212 520000	POLICE - C/E PATROL BENEFITS			
							CHECK	351732 TOTAL:		301.01
351733	10/09/2019	PRTD	1953	FERGUSON ENTERPRISES	234633	0806675	09/09/2019		10/06/19	190.90
Invoice: 0806675							PW/LIFT STATION SUPPLIES			
					190.90	73421355 531100	WIN COLL-SUPPLIES			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					234670	0806523	09/09/2019		10/06/19	88.59
Invoice: 0806523							PW/LIFT PUMP SUPPLIES			
					88.59	73421355 531100	WIN COLL-SUPPLIES			
							CHECK	351733 TOTAL:		279.49
351734	10/09/2019	PRTD	9289	FISHER, ELIZABETH J	234568	80811	09/23/2019		10/06/19	74.50
Invoice: 80811							UB 10936 801 PARK AVENUE NE			
					74.50	411 122100	WATER ACCOUNTS RECEIVABLE			
							CHECK	351734 TOTAL:		74.50
351735	10/09/2019	PRTD	6940	FREMONT ANALYTICAL	234671	1909161	09/18/2019	21900003	10/06/19	450.00
Invoice: 1909161							WATER QUAL FLOW MONIT-PR SVC			
					450.00	72637319 54110000809	WATER QUAL FLOW MONIT-PRO SVCS			
							CHECK	351735 TOTAL:		450.00
351736	10/09/2019	PRTD	8095	GUNARAMA WHOLESALE,	234672	1000056	09/06/2019		10/06/19	551.54
Invoice: 1000056							POL/HANDGUN X1			
					551.54	53011212 531100	PD-C/E-PATROL SUPPLIES			
							CHECK	351736 TOTAL:		551.54
351737	10/09/2019	PRTD	513	GRAINGER	234726	9304609465	09/25/2019		10/06/19	89.26
Invoice: 9304609465							PW/PRESSURE GAUGE			
					89.26	73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK	351737 TOTAL:		89.26
351738	10/09/2019	PRTD	8955	GRANICUS	234674	117930	09/27/2019		10/06/19	15,300.37
Invoice: 117930							IT/AGENDA & MEETING MGMT-ANNUAL MAINT			
					15,300.37	81011881 548500	IT - C/E COMPUTER SUPPORT			
							CHECK	351738 TOTAL:		15,300.37
351739	10/09/2019	PRTD	8482	WILLIAM D. TUFTS	234675	19-026	09/14/2019		10/06/19	250.00
Invoice: 19-026							POL/POLYGRAPH SVCS			
					250.00	52011212 541100	POLICE - C/E INVEST PROF SVCS			
							CHECK	351739 TOTAL:		250.00
351740	10/09/2019	PRTD	1517	GUARDIAN SECURITY SY	234727	949565	09/24/2019		10/06/19	185.25
Invoice: 949565							POL/SERVICE CALL			
					185.25	51011215 548100	POLICE - C/E FACIL REPAIRS			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					234814	954271	10/01/2019		10/06/19	360.00
Invoice: 954271							CRT/ALARM MONITORING			
					360.00	21011125 541100	COURT - PROFESSIONAL SERVICES			
							CHECK	351740 TOTAL:		545.25
351741	10/09/2019	PRTD	252	H.D. FOWLER COMPANY	234677	I5220709	07/23/2019		10/06/19	1,441.61
Invoice: I5220709							PW/FUEL YARD IMP SUPPLIES			
					1,441.61	73311448 63110000811	O&M FUEL SYS CAP IMPR-SUPPLIES			
							CHECK	351741 TOTAL:		1,441.61
351742	10/09/2019	PRTD	8514	HERITAGE-CRYSTAL CLE	234676	15888731	09/12/2019		10/06/19	1,967.89
Invoice: 15888731							PW/PAINT & ASPHALT EMULSION DISP			
					1,967.89	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			
							CHECK	351742 TOTAL:		1,967.89
351743	10/09/2019	PRTD	4850	HOME DEPOT CREDIT SE	234678	151228	09/10/2019		10/06/19	79.47
Invoice: 151228							PW/STRIPING SUPPLIES			
					14.15	73011897 531100	O&M-C/E-PWY FAC-SUPPLIES			
					65.32	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
							CHECK	351743 TOTAL:		79.47
351744	10/09/2019	PRTD	8027	INFORMATION STATION	234775	1121719-X	09/24/2019		10/06/19	350.00
Invoice: 1121719-X							EX/RENTAL: AUG-SEP			
					350.00	31011256 54500000830	EMERG AM RADIO STATION-RENTS			
					234776	1121709-Y	09/24/2019		10/06/19	350.00
Invoice: 1121709-Y							EX/RENTAL: SEP-OCT			
					350.00	31011256 54500000830	EMERG AM RADIO STATION-RENTS			
							CHECK	351744 TOTAL:		700.00
351745	10/09/2019	PRTD	8498	INNOVAC	234679	PAYREQFINAL-721	09/13/2019	21900053	10/06/19	19,950.00
Invoice: PAYREQFINAL-721							LOVELL SEWER MAINTENANCE			
					19,950.00	73421355 54810000721	LOVELL BEACH MAINS-REPAIRS			
							CHECK	351745 TOTAL:		19,950.00
351746	10/09/2019	PRTD	8381	INVINTUS MEDIA, INC	234680	7820	09/05/2019		10/06/19	87.74
Invoice: 7820							IT/MEDIA HOSTING AUG 2019			
					87.74	81011881 548500	IT - C/E COMPUTER SUPPORT			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
								CHECK	351746 TOTAL:	87.74
351747	10/09/2019	PRTD	1826	JOHNSON CONTROLS INC	234681	1-89247227190	09/12/2019		10/06/19	824.91
Invoice: 1-89247227190							PW/HVAC REPAIRS			
						824.91 73011183 54810000707	CH HVAC-REPAIRS			
								CHECK	351747 TOTAL:	824.91
351748	10/09/2019	PRTD	2306	KITSAP COUNTY PROSEC	234682	SEP19	09/07/2019		10/06/19	9,412.33
Invoice: SEP19							LEGAL/SEP 2019 PROSECUTOR SVCS			
						9,412.33 32011521 541112	LGL-OUTSIDE PROSECUTOR			
								CHECK	351748 TOTAL:	9,412.33
351749	10/09/2019	PRTD	338	KITSAP COUNTY SHERIF	234683	20190061	09/26/2019		10/06/19	8,117.40
Invoice: 20190061							POL/PRISONER BOARD			
						8,117.40 51011236 551000	POLICE - C/E PRISONER DETENT'N			
								CHECK	351749 TOTAL:	8,117.40
351750	10/09/2019	PRTD	1971	KELLEY IMAGING SYSTE	234684	25590800	09/23/2019		10/06/19	283.78
Invoice: 25590800							ENG/E-STUDIO4505AC LEASE			
						283.78 72011321 545000	ENG - C/E ADMIN RENTS & LEASES			
								CHECK	351750 TOTAL:	283.78
351751	10/09/2019	PRTD	315	KITSAP HUMANE SOCIET	234686	1812	09/01/2019		10/06/19	5,764.17
Invoice: 1812							SEP 19 KITSAP HUMANE SOCIETY ANIMAL SVCS			
						5,764.17 91011393 541100	FIN - C/E ANIMAL CONTROL FEES			
								CHECK	351751 TOTAL:	5,764.17
351752	10/09/2019	PRTD	579	KITSAP SUN	234687	2762392	08/31/2019		10/06/19	52.93
Invoice: 2762392							POL/DISPLAY AD FOR NNO			
						52.93 51011211 54400000649	NAT'L NIGHT OUT-ADVERTISING			
								CHECK	351752 TOTAL:	52.93
351753	10/09/2019	PRTD	8375	MOORE IACOFANO GOLTS	234688	0060516	09/12/2019	21600063	10/06/19	12,293.75
Invoice: 0060516							DESIGN SERVICES FOR WYATT WAY			
						12,293.75 72321951 64110000708	WYATT-MAD TO LOVELL-ENG/DESIGN			
					234689	0060517	09/12/2019	21700052	10/06/19	1,597.50
Invoice: 0060517							WYATT WAY WATER MAIN DSN			
						1,597.50 72413434 64110000708	WYATT-MAD TO LOVELL-WTR-ENG			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
					234690	0057491	03/07/2019		10/06/19	285.00
Invoice: 0057491							CONSTRUCTION ADMINISTRATION SU			
					285.00	72334951 66300300596	SR305-OLYMPIC NM-CONSTR PH ENG			
								CHECK	351753 TOTAL:	14,176.25
351754	10/09/2019	PRTD	9282	THOMAS STANSELL JR	234691	UB 12076/8229	09/09/2019		10/06/19	42.26
Invoice: UB 12076/8229							UTILITY REFUND: ACCT 8229			
					42.26	421 122100	SEWER ACCOUNTS RECEIVABLE			
								CHECK	351754 TOTAL:	42.26
351755	10/09/2019	PRTD	2574	NATIONAL BARRICADE C	234692	283465	08/31/2019		10/06/19	173.81
Invoice: 283465							PW/SPEED LIMIT SIGNS			
					173.81	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
					234693	283464	08/31/2019		10/06/19	1,314.71
Invoice: 283464							PW/SIGNAGE			
					1,314.71	990 141100	MERCHANDISE			
								CHECK	351755 TOTAL:	1,488.52
351756	10/09/2019	PRTD	2430	OGDEN MURPHY WALLACE	234695	828816	09/23/2019		10/06/19	11,121.76
Invoice: 828816							LEGAL/AUG 2019 LEGAL SVCS			
					2,171.70	32470152 54111100844	LIT-CLARK ADMIN APPEAL			
					63.00	32470152 54111100892	LIT-CAINION SUP CT WRIT			
					220.50	32011152 54111100926	LIT-KC REALTORS-SUP CT			
					1,027.00	32011152 54111101021	DUNN PRR CLAIM			
					63.00	32011152 54111101030	LIT-HOROWITZ PRA LAWSUIT			
					2,492.86	32011152 541110	LGL-GF-LEGAL ADVICE			
					441.00	32011152 54111001020	SMALL CELL WIRELESS ORD			
					472.50	32011152 54111001045	OUTSIDE ATTY-LEGAL ADVICE			
					535.50	32011152 54111001046	OUTSIDE ATTY-LEGAL ADVICE			
					2,091.20	32011152 541110	LGL-GF-LEGAL ADVICE			
					1,386.00	91011211 541110	GG-C/E-CIVIL SVC-LEGAL ADVICE			
					94.50	32470152 54111100896	LIT-BAINBRIDGE ALLIANCE			
					63.00	32470152 54111100897	LIT-PRESERVE RESP SHORELINE			
								CHECK	351756 TOTAL:	11,121.76
351757	10/09/2019	PRTD	9021	OLYMPIC PROPERTY GRO	234697	129704	09/20/2019		10/06/19	685.13
Invoice: 129704							SUZUKI PROPERTY			
					685.13	31011593 54110000961	SUZUKI PROP DEV-PROF SVCS			
								CHECK	351757 TOTAL:	685.13

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351758	10/09/2019	PRTD	8286	SUPERINTENDENT OF P	234698	15467	09/11/2019		10/06/19	90.50
Invoice: 15467							POL/FINGERPRINTING			
					90.50	65438 386110	AGENCY-FINGERPRINT REV TO SPI			
							CHECK 351758 TOTAL:			90.50
351759	10/09/2019	PRTD	1754	OTIS ELEVATOR COMPAN	234699	ST0515GA19	09/20/2019		10/06/19	2,299.41
Invoice: ST0515GA19							PW/Q4 ELEVATOR SVCS			
					2,299.41	73011183 548100	O&M-C/E-CH FAC-REPAIRS			
							CHECK 351759 TOTAL:			2,299.41
351760	10/09/2019	PRTD	8895	OVATION! PERFORMING	234700	Q2-2019	09/25/2019		10/06/19	3,125.00
Invoice: Q2-2019							Q2 2019 CULTURAL FUNDING			
					3,125.00	31011732 54110000297	EX-GF-CULTURAL ARTS & SCIENCES			
							CHECK 351760 TOTAL:			3,125.00
351761	10/09/2019	PRTD	9156	PEACOCK FAMILY SERVI	234747	3	10/01/2019		10/06/19	4,125.00
Invoice: 3							2019-20 COMMUNITY SERVICES FUN			
					4,125.00	31017540 54110000297	EX-BI CHILD CARE/B&G CLUB			
							CHECK 351761 TOTAL:			4,125.00
351762	10/09/2019	PRTD	8655	PENINSULA TREE SERVI	234728	1974	09/27/2019	21900052	10/06/19	1,962.00
Invoice: 1974							FIR TREE REMOVAL-GARIBALDI LP			
					1,962.00	73111427 54810000354	TREE PRES & REMOVAL-ROADS			
							CHECK 351762 TOTAL:			1,962.00
351763	10/09/2019	PRTD	8544	PHILANTHROPY NORTHWE	234729	TGP 3273	08/31/2019		10/06/19	150.00
Invoice: TGP 3273							EX/CULTURAL FUNDING			
					150.00	31017572 54110000297	EX-COMMUNITY FUNDING RESOURCES			
					234730	TGP 3245	08/31/2019		10/06/19	187.50
Invoice: TGP 3245							EX/HHS GRANTMAKING			
					187.50	31017572 54110000297	EX-COMMUNITY FUNDING RESOURCES			
					234732	TGP 3274	08/31/2019		10/06/19	300.00
Invoice: TGP 3274							2020-2021 CULTURAL FUNDING PRO			
					300.00	31017572 54110000297	EX-COMMUNITY FUNDING RESOURCES			
							CHECK 351763 TOTAL:			637.50

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CHECK NO	CHK DATE	TYPE	VENDOR NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
					INVOICE DTL DESC				
351764	10/09/2019	PRTD	360 BUILDERS FIRSTSOURCE	233144	1753073	06/27/2019		10/06/19	34.81
Invoice: 1753073						PW/LUMBER			
				34.81	73431835 531100	OFFICE SUPPLIES			
				233145	1753139	06/27/2019		10/06/19	-34.81
Invoice: 1753139						PW/LUMBER RTN			
				-34.81	73431835 531100	OFFICE SUPPLIES			
				234733	5386837	09/25/2019		10/06/19	45.74
Invoice: 5386837						PW/CEMENT MIX			
				45.74	73431835 531100	OFFICE SUPPLIES			
				234734	5353392	09/20/2019		10/06/19	19.60
Invoice: 5353392						PW/PLYWOOD SHEATHING			
				19.60	73011215 531100	O&M-C/E-POLICE FAC-SUPPLIES			
				234735	5344609	09/19/2019		10/06/19	84.54
Invoice: 5344609						PW/CONCRETE MIX			
				84.54	73111264 531100	O&M-STREET-TRAF CONTROL-SUPPLY			
				234737	42068662	09/10/2019		10/06/19	5,681.60
Invoice: 42068662						PW/CEDAR POSTS			
				5,681.60	990 141100	MERCHANDISE			
						CHECK	351764 TOTAL:		5,831.48
351765	10/09/2019	PRTD	8790 PYRAMID MATERIALS, I	234738	1016094	09/12/2019		10/06/19	478.04
Invoice: 1016094						PW/7.03 TN 3/8 HMA			
				478.04	73111423 531100	OFFICE SUPPLIES			
				234739	1016074	09/11/2019		10/06/19	477.36
Invoice: 1016074						PW/7.02 TN 3/8 HMA			
				477.36	73111423 531100	OFFICE SUPPLIES			
						CHECK	351765 TOTAL:		955.40
351766	10/09/2019	PRTD	7187 RANDOLPH BAUER	234740	1909540	09/12/2019		10/06/19	90.00
Invoice: 1909540						PW/PW CAN			
				90.00	73011897 545000	O&M-C/E-PWYD FAC-RENTS			
				234741	1909542	09/12/2019		10/06/19	90.00
Invoice: 1909542						PW/VINCENT RD CAN			
				90.00	73435838 545000	O&M-DECANT-RENTS			
				234742	1909541	09/12/2019		10/06/19	90.00
Invoice: 1909541						PW/CREOSOTE CAN			
				90.00	73011768 545000	O&M-C/E-PARKS-OP LEASES			
				234743	1909539	09/12/2019		10/06/19	180.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
	Invoice: 1909539					PW/EAGLE HARBOR DR CANS				
					180.00	73011768 545000 O&M-C/E-PARKS-OP LEASES				
								CHECK	351766 TOTAL:	450.00
351767	10/09/2019	PRTD	7602	REBECCA DEAN PLLC	234815	1071	10/01/2019		10/06/19	3,741.00
	Invoice: 1071					HR/INVESTIGATIVE SVCS				
					3,741.00	33011161 541100 HR-C/E-PROF SVCS				
								CHECK	351767 TOTAL:	3,741.00
351768	10/09/2019	PRTD	6685	REGIONAL DISPOSAL CO	234744	0000156980	09/15/2019		10/06/19	3,274.61
	Invoice: 0000156980					SEPT 2019 BIOSOLIDS DISPOS				
					3,274.61	73425358 54790100551 BIOSOLIDS WASTE DISPOSAL				
					234745	0000156868	08/31/2019		10/06/19	5,420.98
	Invoice: 0000156868					AUG 2019 BIOSOLIDS DISPOS				
					5,420.98	73425358 54790100551 BIOSOLIDS WASTE DISPOSAL				
								CHECK	351768 TOTAL:	8,695.59
351769	10/09/2019	PRTD	9291	ROOST NEIGHBORHOOD P	234571	80814	09/23/2019		10/06/19	10.40
	Invoice: 80814					UB 13207 4551 FLYING GOAT AVE NE A-200				
					10.40	421 122100 SEWER ACCOUNTS RECEIVABLE				
								CHECK	351769 TOTAL:	10.40
351770	10/09/2019	PRTD	9292	RICHARD ROREM	234746	21900161	09/24/2019		10/06/19	32.00
	Invoice: 21900161					REFUND: BACKFLOW DBLPMT				
					32.00	41141 34345800510 BACKFLOW TEST-CUST FEES				
								CHECK	351770 TOTAL:	32.00
351771	10/09/2019	PRTD	617	S & B INC	234749	25249A	08/31/2019		10/06/19	7,110.00
	Invoice: 25249A					WATER/SEWER TELEMETRY SCADA UP				
					7,110.00	72413434 64110000818 SCADA UPGRADES WTR PRF SVC				
								CHECK	351771 TOTAL:	7,110.00
351772	10/09/2019	PRTD	7385	CHARLES P. SHANE	234750	002243	09/24/2019		10/06/19	500.00
	Invoice: 002243					LEGAL/PUB DEF SVCS				
					500.00	32011281 541113 LGL-PUBLIC DEFENDER				
								CHECK	351772 TOTAL:	500.00

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351773	10/09/2019	PRTD	7173	SKILLINGS CONNOLLY I	234752	11993-A	09/04/2019		10/06/19	50,000.00
Invoice: 11993-A						MISKEYED AMT INV 11993				
						50,000.00 72321953 64110000715 SP CLUB/NB INTERSECTN-DESIGN				
								CHECK	351773 TOTAL:	50,000.00
351774	10/09/2019	PRTD	8132	SPECTRA LABORATORIES	234753	19-07370	09/27/2019		10/06/19	127.42
Invoice: 19-07370						PW/ROCKAWAY TESTING				
						127.42 73415345 54110000391 LAB SVCS-WATER ROCKAWAY				
					234754	19-07371	09/27/2019		10/06/19	138.50
Invoice: 19-07371						PW/PW WELL HOUSE TESTING				
						138.50 73011897 54110000391 LAB SVCS-PWY FAC				
					234755	19-07380	09/27/2019		10/06/19	127.42
Invoice: 19-07380						PW/COMMODORE TESTING				
						127.42 73411345 54110000391 LAB SVCS-WATER				
					234756	19-07372	09/27/2019		10/06/19	356.96
Invoice: 19-07372						PW/HEAD OF BAY WELL TESTING				
						356.96 73411345 54110000391 LAB SVCS-WATER				
					234758	19-07234	09/27/2019		10/06/19	84.64
Invoice: 19-07234						PW/ECOLI TESTING				
						84.64 73411345 54110000391 LAB SVCS-WATER				
					234760	19-07235	09/20/2019		10/06/19	21.16
Invoice: 19-07235						PW/ECOLI TESTING				
						21.16 73011897 54110000391 LAB SVCS-PWY FAC				
					234761	19-07180	09/19/2019		10/06/19	248.00
Invoice: 19-07180						PW/WWTP TESTING				
						248.00 73425358 54110000391 LAB & TESTING SVCS-WWTP				
					234762	19-07009	09/16/2019		10/06/19	45.00
Invoice: 19-07009						PW/WWTP TESTING				
						45.00 73425358 54110000391 LAB & TESTING SVCS-WWTP				
					234764	19-07007	09/16/2019		10/06/19	45.00
Invoice: 19-07007						PW/WWTP TESTING				
						45.00 73425358 54110000391 LAB & TESTING SVCS-WWTP				
					234765	19-07006	09/16/2019		10/06/19	175.00
Invoice: 19-07006						PW/WWTP TESTING				
						175.00 73425358 54110000391 LAB & TESTING SVCS-WWTP				
					234766	19-06947	09/11/2019		10/06/19	126.96
Invoice: 19-06947						PW/ECOLI TESTING				
						126.96 73411345 54110000391 LAB SVCS-WATER				

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CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
					234767	19-06945	09/11/2019		10/06/19	21.16
				Invoice: 19-06945			PW/ECOLI TESTING			
					21.16	73011897 54110000391	LAB SVCS-PWY FAC			
					234768	19-06946	09/11/2019		10/06/19	21.16
				Invoice: 19-06946			PW/ROCKAWAY TESTING			
					21.16	73415345 54110000391	LAB SVCS-WATER ROCKAWAY			
								CHECK 351774 TOTAL:		1,538.38
351775	10/09/2019	PRTD	5705	SPELLMAN CONSTRUCTIO	234570	80813	09/23/2019		10/06/19	122.21
				Invoice: 80813			UB 13077 678 PIERCE COURT NW			
					122.21	411 122100	WATER ACCOUNTS RECEIVABLE			
								CHECK 351775 TOTAL:		122.21
351776	10/09/2019	PRTD	9290	STOCK, KARL & MARTHA	234569	80812	09/23/2019		10/06/19	94.35
				Invoice: 80812			UB 12188 1834 SAKAI VILLAGE LOOP			
					94.35	411 122100	WATER ACCOUNTS RECEIVABLE			
								CHECK 351776 TOTAL:		94.35
351777	10/09/2019	PRTD	8833	STRATEGIC GOVERNMENT	234770	2019-100694	09/10/2019		10/06/19	2,894.85
				Invoice: 2019-100694			POL/LEADERSHIP COACHING			
					2,894.85	51011211 541100	PD-C/E-ADM-PROF SVCS			
								CHECK 351777 TOTAL:		2,894.85
351778	10/09/2019	PRTD	9233	STRIVE PHYSICAL REHA	234771	09/17/19	09/17/2019		10/06/19	275.00
				Invoice: 09/17/19			POL/PHYS ASSESSMENT: ZB			
					275.00	53011212 541100	POLICE - C/E PATROL PROF SVCS			
								CHECK 351778 TOTAL:		275.00
351779	10/09/2019	PRTD	5730	SUMMIT LAW GROUP	234772	107410	09/20/2019		10/06/19	1,386.00
				Invoice: 107410			LEGAL/PROF SVCS			
					1,386.00	32011152 54111000274	LGL-LABOR NEGOTIATIONS			
					234777	107409	09/20/2019		10/06/19	913.50
				Invoice: 107409			LEGAL/PROF SVCS			
					913.50	32011152 54111000870	LGL-HR (NON-BARGAINING)			
								CHECK 351779 TOTAL:		2,299.50

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
351780	10/09/2019	PRTD	7095	SUPERIOR SAW & SUPPL	234778	132358	09/10/2019		10/06/19	28.34
Invoice: 132358							PW/SHARPEN HEDGE TRIMMER			
					28.34	73111427 548100	O&M-ACCESS RDSIDE R&M			
							CHECK	351780 TOTAL:		28.34
351781	10/09/2019	PRTD	8244	THE HOME DEPOT PRO	234779	512659780	09/17/2019		10/06/19	2,185.17
Invoice: 512659780							PW/MAINT SUPPLIES			
					2,185.17	73637948 531100	O&M ALLOC-CITY WIDE SUPPLIES			
							CHECK	351781 TOTAL:		2,185.17
351782	10/09/2019	PRTD	4819	THOMSON REUTERS - WE	234780	840904157	08/31/2019		10/06/19	547.55
Invoice: 840904157							LEGAL/INFO CHARGES			
					547.55	32011152 549100	LGL-GF-DUES & SUBSCRIPTIONS			
							CHECK	351782 TOTAL:		547.55
351783	10/09/2019	PRTD	8243	TILZ	234781	31222	09/30/2019		10/06/19	37.00
Invoice: 31222							PW/YARD WASTE SEPT 2019			
					12.00	91111427 547900	GG-STREET-ROADSIDE-GARBAGE			
					10.00	91011189 547900	GG-C/E-CITY HALL-GARBAGE			
					15.00	91435838 547900	GG-DECANT-GARBAGE			
							CHECK	351783 TOTAL:		37.00
351784	10/09/2019	PRTD	6714	TOSHIBA FINANCIAL SE	234782	25590799	09/23/2019		10/06/19	188.58
Invoice: 25590799							CRT/E-STUDIO3005AC LEASE			
					188.58	21011125 545000	COURT - RENTS & LEASES - OPER			
							CHECK	351784 TOTAL:		188.58
351785	10/09/2019	PRTD	558	TOWN & COUNTRY MARKE	234783	09/24/19	09/24/2019		10/06/19	9.98
Invoice: 09/24/19							PW/DISTILLED WATER			
					9.98	73411345 531100	OFFICE SUPPLIES			
							CHECK	351785 TOTAL:		9.98
351786	10/09/2019	PRTD	7964	TRANS4MEDIA, LLC	234784	5628	09/18/2019		10/06/19	5,100.00
Invoice: 5628							ENG/WSF VIDEO PROGRAM			
					5,100.00	72334953 64245000596	SR305-OLYMPIC NM-OUTREACH			
							CHECK	351786 TOTAL:		5,100.00

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351787	10/09/2019	PRTD	4788	TRIANGLE PUMP	234785	12670	09/17/2019		10/06/19	267.97
Invoice: 12670							PW/WEAR RING			
						267.97 73425358 531100	O&M-WWTP-SUPPLIES			
							CHECK	351787 TOTAL:		267.97
351788	10/09/2019	PRTD	4929	TYLER TECHNOLOGIES I	234786	045-277297	10/01/2019		10/06/19	13,915.04
Invoice: 045-277297							IT/MUNIS QTRLY SOFTWARE MAINT			
						13,915.04 81011881 548500	IT - C/E COMPUTER SUPPORT			
							CHECK	351788 TOTAL:		13,915.04
351789	10/09/2019	PRTD	2190	UNITED PARCEL SERVIC	234787	000028Y3Y1379	09/14/2019		10/06/19	11.90
Invoice: 000028Y3Y1379							POL/SHIPPING			
						11.90 91011215 542500	GG-C/E-PD-POSTAGE			
							CHECK	351789 TOTAL:		11.90
351790	10/09/2019	PRTD	2425	THE UPS STORE #1265	234788	09/25/19	09/25/2019		10/06/19	69.09
Invoice: 09/25/19							PW/SHIPPING			
						69.09 91411891 542500	GG-WTR-FAC-POSTAGE			
							CHECK	351790 TOTAL:		69.09
351791	10/09/2019	PRTD	8330	US BANK	234789	5461443	08/08/2019		10/06/19	76.23
Invoice: 5461443							BOND ADMIN FEE: BAILTG05			
						76.23 91011219 789000	BNY MELLON DEBT ADM FEES			
					234790	5439724	07/25/2019		10/06/19	300.00
Invoice: 5439724							BOND ADMIN FEE: BAILTGO07			
						300.00 91011219 789000	BNY MELLON DEBT ADM FEES			
					234791	5439725	07/25/2019		10/06/19	300.00
Invoice: 5439725							BOND ADMIN FEE: BAILTGO08			
						300.00 91011219 789000	BNY MELLON DEBT ADM FEES			
					234792	5439723	07/25/2019		10/06/19	300.00
Invoice: 5439723							BOND ADMIN FEE: BAIGOIMREF11			
						300.00 91011219 789000	BNY MELLON DEBT ADM FEES			
					234793	5439726	07/25/2019		10/06/19	300.00
Invoice: 5439726							BOND ADMIN FEE: BAIUTGOREF13			
						300.00 91011219 789000	BNY MELLON DEBT ADM FEES			
							CHECK	351791 TOTAL:		1,276.23

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
						INVOICE DTL DESC				
351792	10/09/2019	PRTD	1152	USA BLUE BOOK	234794	015965	09/20/2019		10/06/19	326.95
Invoice: 015965							PW/FEP TUBING			
					326.95	73411345 531100	OFFICE SUPPLIES			
					234795	012373	09/17/2019		10/06/19	353.05
Invoice: 012373							PW/PLANTPRO FRAGRANCE			
					353.05	73425358 531100	O&M-WWTP-SUPPLIES			
					234796	011583	09/17/2019		10/06/19	4,645.58
Invoice: 011583							PW/DISSOLVED O2 SENSOR			
					4,645.58	73425358 531100	O&M-WWTP-SUPPLIES			
					234797	003294	09/09/2019		10/06/19	142.26
Invoice: 003294							PW/TUBES, TUBING			
					142.26	73411345 531100	OFFICE SUPPLIES			
							CHECK	351792 TOTAL:		5,467.84
351793	10/09/2019	PRTD	167	WA ST DEPT OF ECOLOG	234798	2020-WA0020907	09/19/2019		10/06/19	2,842.56
Invoice: 2020-WA0020907							PW/2020 WATER QUALITY FEE			
					2,842.56	73425358 549800	O&M-WWTP-PERMITS			
							CHECK	351793 TOTAL:		2,842.56
351794	10/09/2019	PRTD	952	WASHINGTON STATE PAT	234816	I20002104	10/02/2019		10/06/19	66.25
Invoice: I20002104							FIN/SEP19 BACKGROUND CHECKS			
					66.25	41654861 586100	AGENCY DISBURSEMENTS			
							CHECK	351794 TOTAL:		66.25
351795	10/09/2019	PRTD	5271	WASHINGTON WATER SER	234800	4815979187-SEP19	09/19/2019		10/06/19	143.58
Invoice: 4815979187-SEP19							SEP19 DECANT FACILITY WATER			
					143.58	91435838 547500	GG-DECANT-WATER/SEWER			
							CHECK	351795 TOTAL:		143.58
351796	10/09/2019	PRTD	499	WESTBAY AUTO PARTS I	234817	488095	09/25/2019		10/06/19	12.27
Invoice: 488095							PW/LAMP FOR #4 VACTOR			
					12.27	73637941 531100	VACTOR R&M-SUPPLIES			
					234818	487772	09/24/2019		10/06/19	121.68
Invoice: 487772							PW/COOLANT FILTER, GREASE CARTS			
					12.89	990 141100	MERCHANDISE			
					108.79	73638935 531100	O&M-STD ALLOCATION-SUPPLIES			
					234819	486478	09/19/2019		10/06/19	209.15
Invoice: 486478							PW/DELO 400 15W40			

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
				INVOICE DTL DESC						
					209.15	73638935 531100 O&M-STD ALLOCATION-SUPPLIES				
					234820	486516	09/19/2019		10/06/19	118.97
				Invoice: 486516		PW/FUEL FILTERS				
					118.97	990 141100 MERCHANDISE				
					234821	485858	09/17/2019		10/06/19	23.93
				Invoice: 485858		PW/FUEL CAP				
					23.93	73111427 531100 OFFICE SUPPLIES				
					234822	485601	09/16/2019		10/06/19	10.25
				Invoice: 485601		PW/OIL FILTERS VEH254				
					10.25	73637960 53110000905 2018 P/U-50%ST/50% GF-SUPPLIES				
					234823	485552	09/16/2019		10/06/19	14.06
				Invoice: 485552		PW/OIL FILTERS				
					14.06	990 141100 MERCHANDISE				
					234824	482916	09/05/2019		10/06/19	483.96
				Invoice: 482916		PW/HOSE				
					483.96	990 141100 MERCHANDISE				
					234825	481124	08/28/2019		10/06/19	21.73
				Invoice: 481124		PW/FITTINGS				
					21.73	73011189 531100 O&M - C/E FACIL OFC SUPPLIES				
								CHECK	351796 TOTAL:	1,016.00
351797	10/09/2019	PRTD	8759	WHISTLE WORKWEAR	234826	A21195	08/08/2019		10/06/19	831.13
				Invoice: A21195		PW/SAFETY GEAR				
					831.13	73637891 531100 OFFICE SUPPLIES				
								CHECK	351797 TOTAL:	831.13
351798	10/09/2019	PRTD	5128	WHITNEY EQUIPMENT CO	234801	89062	09/25/2019		10/06/19	5,457.63
				Invoice: 89062		PW/SLS SUPPLIES				
					5,457.63	73426355 531100 O&M-SIS-SUPPLIES				
								CHECK	351798 TOTAL:	5,457.63
351799	10/09/2019	PRTD	522	WA ST DEPT OF TRANSP	234827	RE-313-ATB90916146	09/16/2019		10/06/19	4,521.27
				Invoice: RE-313-ATB90916146		ENG/STATE BILLING LA09506R				
					4,521.27	72334951 64110000596 SR305-OLYMPIC NM-ENG/DESIGN				
								CHECK	351799 TOTAL:	4,521.27

CASH ACCOUNT: 635 111100 CASH

CHECK NO	CHK DATE	TYPE	VENDOR	NAME	VOUCHER	INVOICE	INV DATE	PO	CHECK RUN	NET
							INVOICE DTL DESC			
351800	10/09/2019	PRTD	6920	COMCAST	234803	OCT19	09/20/2019		10/06/19	11.36
Invoice: OCT19							POL/HD CONVERTER BOX			
					11.36	51011211 545000	PD-C/E-ADMIN RENTS/LEASE			
							CHECK	351800 TOTAL:		11.36
351801	10/09/2019	PRTD	2607	ZEE MEDICAL SERVICE	234804	68386941	09/30/2019		10/06/19	68.64
Invoice: 68386941							FIN/CH FIRST AID RESTOCK			
					68.64	41011189 531100	FIN - C/E CNTL SV SUPPLIES			
					234805	68386938	09/27/2019		10/06/19	130.87
Invoice: 68386938							POL/FIRST AID RESTOCK			
					130.87	51011215 531100	POLICE - C/E FACIL SUPPLIES			
					234828	68386853	09/13/2019		10/06/19	37.75
Invoice: 68386853							PW/FIRST AID RESTOCK			
					37.75	73637891 531100	OFFICE SUPPLIES			
					234829	68380851	08/14/2019		10/06/19	294.63
Invoice: 68380851							POL/AED ELECTRODES			
					294.63	53011560 531100	POLICE - C/E PATROL EP OFC SUP			
							CHECK	351801 TOTAL:		531.89
						NUMBER OF CHECKS 112	*** CASH ACCOUNT TOTAL ***			320,007.51

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	112	320,007.51

*** GRAND TOTAL *** 320,007.51

JOURNAL ENTRIES TO BE CREATED

CLERK: cfreitas

YEAR PER JNL / SRC ACCOUNT / EFF DATE / JNL DESC / REF 1 / REF 2 / REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
2019 10 34					
APP 401-213000	ACCOUNTS PAYABLE			12,865.57	
10/02/2019 10/06/19 100919	AP CASH DISBURSEMENTS JOURNAL				
APP 635-111100	CASH				320,007.51
10/02/2019 10/06/19 100919	AP CASH DISBURSEMENTS JOURNAL				
APP 402-213000	ACCOUNTS PAYABLE			52,458.38	
10/02/2019 10/06/19 100919	AP CASH DISBURSEMENTS JOURNAL				
APP 001-213000	GENERAL - ACCOUNTS PAYABLE			111,838.24	
10/02/2019 10/06/19 100919	AP CASH DISBURSEMENTS JOURNAL				
APP 631-213000	ACCOUNTS PAYABLE			13,830.65	
10/02/2019 10/06/19 100919	AP CASH DISBURSEMENTS JOURNAL				
APP 407-213000	ACCOUNTS PAYABLE			2,556.30	
10/02/2019 10/06/19 100919	AP CASH DISBURSEMENTS JOURNAL				
APP 104-213000	CIVIC IMPR - ACCOUNTS PAYABLE			14,680.50	
10/02/2019 10/06/19 100919	AP CASH DISBURSEMENTS JOURNAL				
APP 301-213000	ACCOUNTS PAYABLE			97,091.46	
10/02/2019 10/06/19 100919	AP CASH DISBURSEMENTS JOURNAL				
APP 901-213000	ACCOUNTS PAYABLE			8,500.37	
10/02/2019 10/06/19 100919	AP CASH DISBURSEMENTS JOURNAL				
APP 101-213000	STREETS - ACCOUNTS PAYABLE			5,734.97	
10/02/2019 10/06/19 100919	AP CASH DISBURSEMENTS JOURNAL				
APP 650-213000	ACCOUNTS PAYABLE			156.75	
10/02/2019 10/06/19 100919	AP CASH DISBURSEMENTS JOURNAL				
APP 403-213000	ACCOUNTS PAYABLE			294.32	
10/02/2019 10/06/19 100919	AP CASH DISBURSEMENTS JOURNAL				
	GENERAL LEDGER TOTAL			320,007.51	320,007.51
APP 631-130000	DUE TO/FROM CLEARING			306,176.86	
10/02/2019 10/06/19 100919	DUE TO/FROM CLEARING				12,865.57
APP 401-130000	DUE TO/FROM CLEARING				52,458.38
10/02/2019 10/06/19 100919	GENERAL - DUE TO/FROM CLEARING				111,838.24
APP 402-130000	DUE TO/FROM CLEARING				2,556.30
10/02/2019 10/06/19 100919	CIVIC IMPR DUE TO/FROM CLEAR'G				14,680.50
APP 001-130000	DUE TO/FROM CLEARING				97,091.46
10/02/2019 10/06/19 100919	DUE TO/FROM CLEARING				8,500.37
APP 407-130000	STREETS - DUE TO/FROM CLEARING				5,734.97
10/02/2019 10/06/19 100919	DUE TO/FROM CLEARING				156.75
APP 104-130000					
10/02/2019 10/06/19 100919					
APP 301-130000					
10/02/2019 10/06/19 100919					
APP 901-130000					
10/02/2019 10/06/19 100919					
APP 101-130000					
10/02/2019 10/06/19 100919					
APP 650-130000					

JOURNAL ENTRIES TO BE CREATED

YEAR PER JNL / SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC / LINE DESC	T	OB	DEBIT	CREDIT
	10/02/2019	10/06/19	100919							
APP 403-130000						DUE TO/FROM CLEARING				294.32
	10/02/2019	10/06/19	100919							
						SYSTEM GENERATED ENTRIES TOTAL			306,176.86	306,176.86
						JOURNAL 2019/10/34 TOTAL			626,184.37	626,184.37

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE / ACCOUNT DESCRIPTION	DEBIT	CREDIT
001 GENERAL FUND	2019 10	34	10/02/2019		
001-130000			GENERAL - DUE TO/FROM CLEARING		111,838.24
001-213000			GENERAL - ACCOUNTS PAYABLE	111,838.24	
			FUND TOTAL	111,838.24	111,838.24
101 STREET FUND	2019 10	34	10/02/2019		
101-130000			STREETS - DUE TO/FROM CLEARING		5,734.97
101-213000			STREETS - ACCOUNTS PAYABLE	5,734.97	
			FUND TOTAL	5,734.97	5,734.97
104 CIVIC IMPROVEMENT FUND	2019 10	34	10/02/2019		
104-130000			CIVIC IMPR DUE TO/FROM CLEAR'G		14,680.50
104-213000			CIVIC IMPR - ACCOUNTS PAYABLE	14,680.50	
			FUND TOTAL	14,680.50	14,680.50
301 CAPITAL CONSTRUCTION FUND	2019 10	34	10/02/2019		
301-130000			DUE TO/FROM CLEARING		97,091.46
301-213000			ACCOUNTS PAYABLE	97,091.46	
			FUND TOTAL	97,091.46	97,091.46
401 WATER OPERATING FUND	2019 10	34	10/02/2019		
401-130000			DUE TO/FROM CLEARING		12,865.57
401-213000			ACCOUNTS PAYABLE	12,865.57	
			FUND TOTAL	12,865.57	12,865.57
402 SEWER OPERATING FUND	2019 10	34	10/02/2019		
402-130000			DUE TO/FROM CLEARING		52,458.38
402-213000			ACCOUNTS PAYABLE	52,458.38	
			FUND TOTAL	52,458.38	52,458.38
403 STORM & SURFACE WATER FUND	2019 10	34	10/02/2019		
403-130000			DUE TO/FROM CLEARING		294.32
403-213000			ACCOUNTS PAYABLE	294.32	
			FUND TOTAL	294.32	294.32
407 BUILDING & DEVELOPMENT FUND	2019 10	34	10/02/2019		
407-130000			DUE TO/FROM CLEARING		2,556.30
407-213000			ACCOUNTS PAYABLE	2,556.30	
			FUND TOTAL	2,556.30	2,556.30
631 CLEARING FUND	2019 10	34	10/02/2019		

JOURNAL ENTRIES TO BE CREATED

FUND / ACCOUNT	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
631-130000				DUE TO/FROM CLEARING	306,176.86	
631-213000				ACCOUNTS PAYABLE	13,830.65	
635-111100				CASH		320,007.51
				FUND TOTAL	320,007.51	320,007.51
650 AGENCY FUND	2019 10	34	10/02/2019			
650-130000				DUE TO/FROM CLEARING		156.75
650-213000				ACCOUNTS PAYABLE	156.75	
				FUND TOTAL	156.75	156.75
901 CITY-WIDE REPORTING FUND	2019 10	34	10/02/2019			
901-130000				DUE TO/FROM CLEARING		8,500.37
901-213000				ACCOUNTS PAYABLE	8,500.37	
				FUND TOTAL	8,500.37	8,500.37

JOURNAL ENTRIES TO BE CREATED

FUND		DUE TO	DUE FROM
001	GENERAL FUND		111,838.24
101	STREET FUND		5,734.97
104	CIVIC IMPROVEMENT FUND		14,680.50
301	CAPITAL CONSTRUCTION FUND		97,091.46
401	WATER OPERATING FUND		12,865.57
402	SEWER OPERATING FUND		52,458.38
403	STORM & SURFACE WATER FUND		294.32
407	BUILDING & DEVELOPMENT FUND		2,556.30
631	CLEARING FUND	306,176.86	
650	AGENCY FUND		156.75
901	CITY-WIDE REPORTING FUND		8,500.37
	TOTAL	306,176.86	306,176.86

** END OF REPORT - Generated by Carrie L. Freitas **

PAYROLL

PAYROLL CHECK RUN: 10 - 04 - 2019

Run Type	Run Date	Check # Sequence	Comments	Amount
Normal	10/4/2019	45950 - 46080	Regular check run (Direct Dep)	307,073.68
Normal	10/4/2019	109132 - 109137	Regular check run (Paper	6,798.85
Vendor	10/4/2019	109138 - 109150	Vendor check run (Paper	329,627.16
EFTPS	10/4/2019	N/A	Federal Tax Electronic Transfer	116,442.26
Vendor	10/4/2019	N/A	P/R vendor ACH	237.50
			TOTAL:	**760,179.45**

Prepared and Reviewed by: _____ Date 10-3-19
Brenda Landolt, Payroll Specialist

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Bainbridge Island, and that I am authorized to authenticate and certify to said claim.

_____ Date 10/3/19
Kimberly M. Dunscombe, Budget Manager

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:**

AGENDA ITEM: City Council Study Session Minutes, September 17, 2019

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Consider approval of meeting minutes.

SUMMARY:
Consider approval of meeting minutes.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

City Council Study Session Meeting Minutes, September 17, 2019

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL STUDY SESSION
TUESDAY, SEPTEMBER 17, 2019

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

Mayor Medina called the meeting to order at 6:00 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Tirman, and Councilmembers Blossom, Deets, Nassar, Peltier and Schneider were present.

2) APPROVAL OF AGENDA/ CONFLICT OF INTEREST DISCLOSURE

Councilmember Peltier moved and Councilmember Deets seconded to approve the agenda as presented. The motion was approved by unanimous consent. There were no conflicts of interest.

3) MAYOR'S REPORT

Mayor Medina described the question submittal process for the Washington State Department of Transportation (WSDOT) presentation.

4) PRESENTATIONS

4.A WSDOT Presentation on Roundabouts and SR 305 Project - Public Works

Cover Page
SR305 City Staff Memo 090919
SR305 City Staff Memo Attachments
SR 305 Bainbridge Island 9-17-19.pdf

Ron Landon, WSDOT Project Development Engineer, introduced the agenda item. Michele Britton, WSDOT Project Engineer, provided a presentation on the State Route 305 project. Council discussed the project with the WDOT representatives, and the WSDOT representatives addressed questions from the audience.

5) UNFINISHED BUSINESS

5.A Revisions to the City's Ethics Program - Executive

Cover Page
Draft Revisions to the City's Ethics Program (with Potential Discussion Points) - Track Changes
City Staff Memo - Potential Discussion Points
City Staff Memo - Clarification of Direct Official Action
Comments from Councilmembers

Jennifer Hodges from the Ethics Board joined Deputy City Attorney Sepler for the discussion.

Council discussed revisions to the program. Mayor Medina noted that all motions brought forward with suggested revisions to the program would be considered motions on the floor, with no second required.

MOTION: Councilmember Blossom requested a new subsection (d) of ARTICLE III.E.1, Request for Advisory Opinions:
1. To the extent outlined below, the following individuals or bodies may submit to the City Clerk a request for an advisory opinion from the Ethics Board:
d. A Council member may request an advisory opinion from the Ethics Board concerning the applicability of Article II of this Code to hypothetical circumstances and/or situations related to the actions, or potential actions, of a Council member or member of a City Committee or Commission.
Blossom/no second required: The motion carried, 5 – 1.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina
NOES: Rasham Nassar
ABSENT: None
ABSTAIN: Ron Peltier

MOTION: Councilmember Blossom requested a new subsection of ARTICLE II.D Conflicts of Interest – General, regarding actions by members of City Committees or Commissions:
While serving on a City Committee or Commission, and for two (2) years after leaving such position, no member of a City Committee or Commission shall obtain employment in which they will take direct or indirect advantage of matters which they, as a member of a City Committee or Commission, recommended to the City Council. This includes applying for positions or contracts with the City when the City Committee or Commission on which the member served recommended funding such position or contract.
Blossom/no second required: The motion carried, 5 – 1.

AYES: Sarah Blossom, Rasham Nassar, Matt Tirman, Leslie Schneider, Kol Medina
NOES: Joe Deets
ABSENT: None
ABSTAIN: Ron Peltier

MOTION: I move to direct Robbie [Sepler] to modify the Ethics Code so that if reconciliation has happened there is not the possibility for a party to then take it to the Ethics Board.
Tirman/Deets: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina, Rasham Nassar, Ron Peltier
NOES: None
ABSENT: None
ABSTAIN: None

MOTION: Councilmember Peltier proposed establishing an appeal process to the Hearing Examiner for Article I complaints.
Peltier/no second required: The motion failed 2 – 5.

AYES: Ron Peltier, Rasham Nassar
NOES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina
ABSENT: None

ABSTAIN: None

MOTION: I move to direct the Deputy City Attorney to put some language into the draft that provides a manner in which ethics complaints against members of the Ethics Board are handled.
Tirman/Nassar: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina, Rasham Nassar, Ron Peltier
NOES: None
ABSENT: None
ABSTAIN: None

Council reviewed Deputy City Attorney Sepler's questions in his memorandum dated September 13, 2019 and considered them by motion below.

MOTION: Members of a committee that are appointed based on the fact that they own a certain property or a certain business will have to always disclose that at the start of the meeting if there was a conflict of interest under this section, but the committee wouldn't have to vote to allow them to keep participating as long as that disclosure was made, they could participate.
Medina/no second required: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina, Rasham Nassar, Ron Peltier
NOES: None
ABSENT: None
ABSTAIN: None

MOTION: Article II, Subsection D.3 should be revised to clarify when the exception for members of City Committees and Commissions applies.
Medina/no second required: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina, Rasham Nassar, Ron Peltier
NOES: None
ABSENT: None
ABSTAIN: None

MOTION: Article II, Subsection D.3 should be amended to include an additional exception to addresses circumstances where there may be a lack of a quorum on a City Committee or Commission.
Medina/no second required: The motion carried, 5 – 1.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina
NOES: Ron Peltier
ABSENT: None
ABSTAIN: Rasham Nassar

MOTION: Proposed Article II, Section J and related proposed definition of "political action committee" addresses the concerns raised by the Council on August 20, 2019.
Medina/no second required: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina, Rasham Nassar, Ron Peltier
NOES: None
ABSENT: None
ABSTAIN: None

MOTION: Article III, Section F, should be revised to clarify where requests for waivers should be submitted and whether such requests, and the Ethics Board's response, should be published following legal review.
Medina/no second required: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina, Rasham Nassar, Ron Peltier
NOES: None
ABSENT: None
ABSTAIN: None

There was consensus to replace the current definition of "Direct Official Action" with an entirely new definition that fits the program better. Council clarified that this definition applies to committee members who make recommendations.

MOTION: Does Council approve of the proposed new definition of "fact-finding".
Medina/no second required: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Matt Tirman, Joe Deets, Leslie Schneider, Kol Medina, Rasham Nassar, Ron Peltier
NOES: None
ABSENT: None
ABSTAIN: None

Mayor Medina adjourned the meeting for a break at 8:12 p.m. and re-convened the meeting at 8:18 p.m.

5.B Discussion of Possible Inclusionary Zoning / Multifamily Tax Exemption Programs - Planning

Cover Page
ECONorthwest Council Briefing Memo - Inclusionary Zoning and MFTE
WMP Study Area Zoning Map
PSRC Inclusionary Zoning Summary.pdf
PSRC MFTE Summary.pdf
February 2019 Transfer of Development Rights and Inclusionary Zoning Assessment (ECONorthwest & Forterra)
February 2019 Presentation - TDR / Incentive Zoning Analysis (ECONorthwest & Forterra)

Senior Planner Sutton was joined by Morgan Shook, EcoNorthwest, and Interim Planning Director Wright. Senior Planner Sutton introduced the agenda item, and Mr. Shook provided a presentation on inclusionary housing. Council discussed the topic.

Staff will return with policy points for decision at a future meeting.

5.C Ordinance No. 2019-25 Relating to the Update to the City's Design Review Regulations - Planning

Cover Page
20190917 CC Staff Memo
Ordinance 2019-25 - Public Hearing Draft 092419
Design for Bainbridge

Senior Planner Sutton was joined by Jeff Arango, Senior Planner for Framework. She introduced the agenda item, and Council discussed the topic.

Public Comment

Jon Quitslund, Planning Commission, spoke in favor of the design guidelines.

5.D Consider Changes to Annual Funding and Master Lease with Friends of the Farms - Executive

Cover Page
Staff Memo Annual Payment to FOF for 09172019 - FINAL
FOF_Budget Detail for Management_Fee_Request_for_CC_09172019
FOF Executive Director Activities for Public Farmland
FOF Program Manager Activities for Public Farmland
FOF Non-COBI Programs and Activities
FOF Sublease Rate Calculations
FOF Farmland Management Agreement Comparables

Deputy City Manager Schroer and Heather Burger, Bruce Weiland, and Morgan Houk from Friends of the Farm joined the discussion. Deputy City Manager Schroer introduced the agenda item.

Heather Burger provided information on the funding request. Council discussed the proposal and scheduled further discussion at a business meeting in October.

5.E Update on the Moratorium - Planning

Cover Page
Abbreviated Moratorium Work Program Status Report 090919
Moratorium Work Program Status Report 090919
Development Moratorium Summary Effective 20190403.pdf
Ordinance No. 2019-10 Extending the Development Moratorium Approved 032619.pdf

City Attorney Levan recommended a change to the ordinance extending the moratorium to correct the expiration date. He will provide an alternative ordinance for the public hearing on September 24, 2019.

6) CITY COUNCIL DISCUSSION

6.A Next Steps for Changes to City's Transfer of Development Rights (TDR) Program

Cover Page

City Manager Smith provided information to Council on the status of the program.

7) FUTURE COUNCIL AGENDAS

7.A Future Council Agendas

Cover Page
City Council Regular Business Meeting September 24, 2019
City Council Study Session October 1, 2019
City Council Regular Business Meeting October 8, 2019
City Council Study Session October 15, 2019
City Council Regular Business Meeting October 22, 2019

Councilmember Blossom requested the addition of a "marquee" non-motorized project.

Councilmember Peltier asked to add the letter commenting on the Washington State Oil Spill Contingency Plan Rule update to the next agenda.

8) FOR THE GOOD OF THE ORDER

9) ADJOURNMENT

Mayor Medina adjourned the meeting at 10:39 p.m.

_____
Kol Medina, Mayor

_____
Christine Brown, CMC, City Clerk

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:**

AGENDA ITEM: City Council Regular Business Meeting Minutes, September 24, 2019

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Consent Agenda **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Approve with consent agenda.

SUMMARY:
Consider approval of meeting minutes.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

City Council Business Meeting Minutes, September 24, 2019.pdf

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CITY COUNCIL REGULAR BUSINESS MEETING
TUESDAY, SEPTEMBER 24, 2019

MEETING MINUTES

1) CALL TO ORDER / ROLL CALL

Mayor Medina called the meeting to order at 6:00 p.m. in Council Chambers.

Mayor Medina, Deputy Mayor Tirman and Councilmembers Blossom, Deets, Nassar, Peltier and Schneider were present.

2) PLEDGE OF ALLEGIANCE / APPROVAL OF AGENDA / CONFLICT OF INTEREST DISCLOSURE

Councilmember Deets moved and Deputy Mayor Tirman seconded to approve the agenda as presented. The motion was approved by unanimous consent; no conflicts of interest were disclosed.

3) PUBLIC COMMENT

Larry Koss spoke regarding critical issues, viability, integrity, balance and sustainability.

Victoria Reilly supports the ban on fireworks.

Jay Rosenberg supports the ban on fireworks.

Marilyn McLauchlan supports the ban on fireworks.

Elizabeth Doll, Harbor Square, does not support the ban on fireworks.

4) MAYOR'S REPORT

Mayor Medina mentioned that at the October 1 meeting Council will discuss what the last quarter of the year will look like and ICE randomly stopping people asking for their paperwork.

5) CITY MANAGER'S REPORT

City Manager Smith reported the Olympic Drive video is now ready on-line and on the ferry; City Hall will be closed September 25, 2019 between 11:00 a.m. – 1:00 p.m.; 3 Days of Preparedness starts Friday evening, September 27, 2019 at City Hall; Municipal Court will hold a passport event – no appointments needed – at the courthouse in Rolling Bay on Saturday, September 28, 9:00 a.m. – 2:00 p.m.; on Wednesday October 2, 2019, Coffee with a Cop will be held at McDonalds 8:00 a.m. – 11:00 a.m.

The new city arborist was hired and currently there are seven applications for the hydrogeologist position.

6) PRESENTATION(S)

6.A Proclamation Declaring the Month of October 2019 as Resilience Awareness Month - Mayor Medina
Cover Page
Resilience Awareness Month Proclamation

Mayor Medina introduced the agenda item; information only.

7) PUBLIC HEARING(S)

7.A Ordinance No. 2019-25 Relating to Design Guidelines - Planning
Cover Page
20190920 CC Staff Memo
Public Hearing Draft Ordinance 2019-25
20190920 Design for Bainbridge FINAL

Senior Planner Sutton introduced the agenda item.

Mayor Medina opened the public hearing at 6:33 p.m.

Mayor Medina closed the public hearing at 6:33 p.m.

Senior Planner Sutton and Council discussed the ordinance.

MOTION: I move to approve Ordinance 2019-25.
Tirman/Peltier: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman
NOES:
ABSENT:
ABSTAIN:

7.B Ordinance No. 2019-03 -- Subdivision Update - Planning
Cover Page
Subdivision Memo addressing Homesite.docx
Ord 2019-03 - Public Hearing Draft 092419
Ord 2019-03 Exhibit A
Ord 2019-03 Exhibit B
Ord_2019-03 REVISED Exhibit A

Planning Director Wright introduced the agenda item and reviewed the memo in the packet.

Mayor Medina opened the public hearing at 6:48 p.m.

Public Comment

Jonathan Davis referenced an email sent to Council with proposed language.

Mayor Medina closed the public hearing at 6:52 p.m.

AMENDED MOTION: I move to amend Ordinance No. 2019-03 to incorporate the language for home sites and other uses suggested by staff on page two of the memo.
Peltier/Deets: The motion carried, 4 – 3.

AYES: Rasham Nassar, Ron Peltier, Joe Deets, Kol Medina
NOES: Matt Tirman, Leslie Schneider, Sarah Blossom
ABSENT: None
ABSTAIN: None

MOTION: I move to approve Ordinance 2019-03 as amended with revised Exhibit A.
Peltier/Deets: The motion carried, 6 – 1.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina
NOES: Sarah Blossom
ABSENT: None
ABSTAIN: None

7.C Ordinance No. 2019-26, Related to Extending the Moratorium on Certain Development Activities - Planning

Cover Page
Ordinance No. 2019-26 Extending the Development Moratorium - Public Hearing Draft 092419
Ordinance No. 2019-26 Exhibit A Work Plan
Exhibit B Winslow Master Plan Study Area Map
Affordability Consideration memo
Attachment A 2019 Median Gross Income
Ordinance No. 2019-26 Extending the Development Moratorium - Public Hearing Draft 092419 - Revised
Ordinance No. 2019-26 Exhibit A Work Plan - Revised

Mayor Medina introduced the agenda item. Planning Director Wright reviewed the memo regarding revised language in the packet.

AMENDED MOTION: I move to amend Ordinance 2019-26 so affordable housing is allowed to obtain an exemption from the ordinance for low-income housing.
Peltier/Nassar: The motion failed, 2 – 5.

AYES: Ron Peltier, Rasham Nassar
NOES: Joe Deets, Matt Tirman, Leslie Schneider, Kol Medina, Sarah Blossom
ABSENT: None
ABSTAIN: None

Mayor Medina opened the public hearing at 7:33 p.m.

Jonathan Davis posed a question about HDDP and the ordinance.

Mayor Medina closed the public hearing at 7:34 p.m.

MOTION: I move to approve the revised version of Ordinance No. 2019-26.
Tirman/Deets: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman
NOES:
ABSENT:
ABSTAIN:

8) UNFINISHED BUSINESS

8.A Ordinance No. 2019-04, Updating the City's Sign Code - Planning

Cover Page
Staff Memo - Sign Code Matrix and Definitions of Key Terms (Updated for 9-24-19 CM)
Ordinance No. 2019-04, Updating the City's Sign Code - Track Changes
Staff memo from July 2019 - Sign Code Enforcement.docx

Deputy City Attorney Sepler introduced the agenda item.

Public Comment

Andrew Berg spoke regarding the sign code ordinance.

Rex Oliver complimented the staff on all the work done on the ordinance.

Sal DeRosalia spoke regarding the sign code ordinance.

Joe Dunston spoke regarding a way finding system.

MOTION: I move to forward Ordinance No. 2019-04 to the Planning Commission for its review, recommendation, and a public hearing.
Peltier/Deets: The motion carried, 4 – 3.

AYES: Ron Peltier, Rasham Nassar, Joe Deets, Matt Tirman
NOES: Sarah Blossom, Leslie Schneider, Kol Medina
ABSENT: None
ABSTAIN: None

8.B Process to Respond to Fire Code Issues Identified by Utility Advisory Committee - Executive

Cover Page
UAC Memo on Fire Codes - June 2019.pdf

City Manager Smith introduced the agenda item. Bainbridge Island Fire Department Chief Hank Teran and Deputy Chief Jared Moravec addressed council. Chief Teran explained that the fire code is updated every three years,

Public Comment

Jeff Kanter, Utility Advisory Committee, provided comment on specific language in the code,

9) NEW BUSINESS

9.A Ordinance No. 2019-21, Banning the Use of Consumer Fireworks on Bainbridge Island - Executive

Cover Page
Ordinance No. 2019-21, Banning the Sale and Use of Consumer Fireworks on Bainbridge Island - Track Changes
Ordinance No. 2019-21, Banning the Sale and Use of Consumer Fireworks on Bainbridge Island - Clean

City Manager Smith introduced the agenda item.

Deputy City Attorney Sepler addressed council.

Public Comment

Chris Neal supports the ban.

Chief Teran encouraged Council to consider the ordinance as written.

Marilyn McLaughlin spoke regarding the fireworks ban.

Deputy Chief Moravec provided statistics on fires caused by errant fireworks.

MOTION: I move to forward Ordinance No. 2019-21 for approval with the October 8, 2019 Consent Agenda.
Deets/Tirman: The motion was amended as stated below.

AMENDED MOTION: I move to forward Ordinance No. 2019-21 to the October 8, 2019 agenda under unfinished business.
Nassar/Schneider: The motion carried, 6 – 0.

AYES: Sarah Blossom, Joe Deets, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman,
NOES:
ABSENT:
ABSTAIN: Kol Medina

9.B Bond Delegation Ordinance No. 2019-22 Relating to the Sale of $8.0 Million in 2019 Limited Tax General Obligation Bonds and $3.0 Million in Refunding 2007 and 2008 Limited Tax General Obligation Bonds - Finance

Cover Page
Bond Ordinance No. 2019-22 City of Bainbridge Island LTGO 2019 LTGO Ref 2019

Finance Director Pitts introduced the agenda item.

MOTION: I move to appoint the Finance Director, or the Deputy City Manager or City Manager in the absence of the Finance Director, as the City's designated representative and authorize the designated representative to conduct the sale of bonds when the terms are deemed the most advantageous to the City.

Tirman/Schneider: The motion carried, 5 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Matt Tirman, Leslie Schneider
NOES: None
ABSENT:
ABSTAIN: Ron Peltier, Rasham Nassar

9.C Resolution No. 2019-24, Updating the City's Procurement Policy - Public Works
Cover Page
Resolution No. 2019-24, Updating the City's Procurement Policy
Exhibit A to Resolution No. 2019-24 - Updated Procurement Policy - Clean
Exhibit A to Resolution No. 2019-24 - Updated Procurement Policy - Track Changes
ESSB 5418 - Session Law
ESSB 5418 - Final Bill Report

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward Resolution No. 2019-24 for approval with the October 8, 2019 Consent Agenda.
Peltier/Tirman: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman
NOES:
ABSENT:
ABSTAIN:

9.D Sewer Treatment Plant Upgrades Feasibility Study and Pre-Treatment Program Development Professional Services Agreement - Public Works
Cover Page
PSA with Murraysmith, Inc.
Attachment A to PSA with Murraysmith, Inc.
WWTP Tertiary Treatment Feasibility RFQ

Public Works Director Wierzbicki introduced the agenda item.

MOTION: I move to forward the Sewer Treatment Plant Upgrades Feasibility Study and Pre-Treatment Program Development Professional Services Agreement for approval with the October 8, 2019 Consent Agenda.
Schneider/Peltier: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman
NOES:

ABSENT:
ABSTAIN:

10) COUNCIL DISCUSSION

10.A Council Comments on Washington State Oil Spill Contingency Plan Rule Update - Councilmembers Peltier and Schneider

Cover Page
BI City Council Oil Spill Contingency Plan - Comment Letter
Background - Oil Spill Contingency Plan Update

MOTION: I move to authorize the Mayor to sign the letter attached to this agenda item which is addressed to the Department of Ecology commenting on the Washington State Oil Spill Contingency Plan Rule Update.
Tirman/Peltier: The motion carried unanimously, 7 – 0.

AYES: Sarah Blossom, Joe Deets, Kol Medina, Rasham Nassar, Ron Peltier, Leslie Schneider, Matt Tirman
NOES:
ABSENT:
ABSTAIN:

11) CONSENT AGENDA

11.A Agenda Bill for Consent Agenda

Cover Page

11.B Accounts Payable and Payroll

Cover Page
Report to Council of Cash Disbursements 09-25-19.pdf
Payroll.pdf

Accounts Payable: check number 351538 from previous run = $789.16; manual check number sequence 351539 – 351550 = $461,391.56; regular check number sequence 351551 – 351673 = $216,984.75. Total disbursement = $678,376.31.

Payroll: normal direct deposit check sequence 45819 – 45949 = $342,252.88; regular payroll check sequence 109114 – 109120 = $10,437.70; vendor check run sequence 109121 – 109310 = $136,048.93; Federal Tax Electronic Funds Transfer = $130,762.01; ACH $237.50. Total disbursement = $620,739.02.

11.C City Council Study Session Minutes, August 20, 2019

Cover Page
City Council Study Session Minutes, August 20, 2019.pdf

11.D City Council Study Session Minutes, September 3, 2019

Cover Page
City Council Study Session Minutes, September 3, 2019

11.E City Council Regular Business Meeting Minutes, September 10, 2019
Cover Page
City Council Regular Business Meeting Minutes, September 10, 2019

11.F Engagement Letter, Bond Underwriter Piper Jaffray - Finance
Cover Page
Piper Jaffray Bond Underwriter Engagement Letter

MOTION: I move to approve the Consent Agenda as presented.
Timan/Peltier: The motion was approved by unanimous consent.

12) COMMITTEE REPORTS

12.A Committee Reports
Cover Page
Ethics Board Minutes, August 19, 2019
Lodging Tax Advisory Committee Minutes, August 12, 2019

Councilmember Peltier attended the Growth Management Policy Board meeting.

12.B Regional Committee Reports by Councilmember Liaisons - Mayor Medina
Cover Page

This agenda item was forwarded to the October 8, 2019 agenda.

13) FOR THE GOOD OF THE ORDER

Councilmember Deets reported that Puget Sound Energy is putting together a community solar pilot program. This item will be brought up at the October 8, 2019 meeting when Council discusses 4th quarter work plan items.

Councilmember Peltier reported on the SR 305 Working Group meeting.

14) ADJOURNMENT

Mayor Medina adjourned the meeting at 9:03 p.m.

_____
Kol Medina, Mayor

_____
Kelly Jahraus, Deputy City Clerk

City Council Regular Business Meeting Agenda Bill

CITY OF BAINBRIDGE ISLAND

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Resolution No. 2019-24, Updating the City's Procurement Policy - Public Works,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Resolution **PROPOSED BY:** Public Works

RECOMMENDED MOTION:

Approve with Consent Agenda.

SUMMARY:

Resolution No. 2019-24 incorporates the recent procurement changes adopted by the Washington State Legislature via ESSB 5418.

FISCAL IMPACT:

Amount:	N/A
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	No

BACKGROUND:

Effective July 28, 2019, ESSB 5418 increased the small work roster and limited public works project cost thresholds, increased the public works contract multi and single craft thresholds, and changed the date by which a bidder must protest to within two business days of the bid opening, as well as other housekeeping items.

City staff recommends that the City Council approve Resolution No. 2019-24 to reflect these recent procurement changes passed by the Washington State Legislature.

ATTACHMENTS:

Resolution No. 2019-24 - Updating the City's Procurement Policy

Exhibit A to Resolution No. 2019-24 - Updated Procurement Policy - Clean

Exhibit A to Resolution No. 2019-24 - Updated Procurement Policy - Track Changes

ESSB 5418 - Session Law

ESSB 5418 - Final Bill Report

FISCAL DETAILS: N/A

Fund Name(s):

Coding:

RESOLUTION NO. 2019-24

A RESOLUTION of the City Council of Bainbridge Island, Washington, updating the City's Procurement Policy.

WHEREAS, on June 14, 2016, the City Council approved Resolution No. 2016-14, adopting the City's Procurement Policy for the City; and

WHEREAS, on May 22, 2018, the City Council approved Resolution No. 2018-16, updating the City's Procurement Policy; and

WHEREAS, on February 12, 2019, the City Council approved Resolution No. 2019-04, updating the City's Procurement Policy; and

WHEREAS, the City's Procurement Policy serves as a guide for the community and the City's staff and officers; and

WHEREAS, the City Council now desires to update the City's Procurement Policy to reflect recent changes in state law (i.e., Chapter 434, Laws of 2019), clarify certain sections, and adjust certain cost thresholds.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BAINBRIDGE ISLAND DOES RESOLVE AS FOLLOWS:

Section 1. The procurement policy adopted by Resolution No. 2019-04 is hereby repealed in its entirety and replaced as shown on **Exhibit A**, which is attached hereto and incorporated herein by this reference as if set forth in full.

PASSED by the City Council this ____ day of _____, 2019.

APPROVED by the Mayor this this ____ day of _____, 2019.

By: _____
Kol Medina, Mayor

ATTEST/AUTHENTICATE:

By: _____
Christine Brown, CMC, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 2019-24

Exhibit A

CITY OF
BAINBRIDGE ISLAND

PROCUREMENT POLICY

Effective Date: October 8, 2019

Resolution No. 2019-24

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I. GENERAL

1.1 Purpose

This document is intended to direct the procurement of goods and services at a reasonable cost. An open, fair, documented, and competitive process is to be used whenever reasonable and possible. The integrity, efficiency, and effectiveness of the City's procurement processes are critical elements of sound government.

1.2 Objectives

The objectives of the City's Procurement Policy are as follows:

- To provide a uniform system to obtain supplies, materials, equipment, and services in an efficient and timely manner;
- To facilitate responsibility and accountability with the use of City resources;
- To ensure equal opportunity and competition among vendors and contractors;
- To promote effective relationships and clear communication between the City and its vendors and contractors;
- To comply with State procurement statutes governing expenditures of public funds;
- To promote use of recycled materials and products and dispose of surplus and scrap materials with regards to cost savings and the environment.

1.3 Scope

These guidelines apply to purchases of:

- Supplies, materials, and equipment
- Professional services (including architectural and engineering services)
- Non-professional services (purchased services)
- Public works projects

The guidelines do not apply to the acquisition, sale, or lease of real property, except as described in Section 15.3.

If grant or debt funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the City's policy.

1.4 Controlling Laws

All procurements shall comply with appropriate and relevant Federal, State, and City laws and policies. If the appropriate and relevant Federal or State laws, regulations, grants, debt, or requirements are more restrictive than this Procurement Policy, such laws, regulations, grants, debt, or requirements must be followed.

The City Attorney shall be consulted when questions regarding potential conflicts arise. Applicable laws and regulations will be cited throughout this document.

2.0 DETERMINING TOTAL PURCHASE COST

2.1 Use Anticipated Cost

The anticipated need for a good or service (when it can reasonably be projected) shall be used to determine the cost of that good or service, and thus which contract approval level, cost threshold, or other related purchasing requirements apply.

2.2 No "Bid Splitting"

Procurements of goods or services shall not be divided to come up with a lower total cost to avoid contract approval levels or competition requirements contained in this Procurement Policy or in state or federal law. For example, if one item being purchased requires another item to "make a whole," the total accumulated costs of the two items (when they can reasonably be projected) should be considered together to determine which approval level and cost threshold apply, unless the two items are not available from a single vendor.

2.3 Costs to include

Include costs such as taxes, freight, and installation charges when determining which cost threshold applies. Do not include the value of a trade-in. Trade-in value should be considered, however, to determine the lowest bid when competitive bidding is used.

2.4 Include Total Quantity Needed

Requirements for the total quantity of an item (when they can be reasonably projected) should be considered when determining which cost threshold and related purchasing requirements apply.

2.5 Multiphase Projects

If a project is to be completed in phases, the total accumulated cost for all phases should be considered when determining which cost threshold applies.

3.0 CONTRACT APPROVAL LEVELS

These approval levels are designed for contracts whose costs are covered by budget appropriations previously approved by the City Council. Contracts requiring additional appropriations must be approved by the Council.

3.1 Equipment, Supplies, & Materials (Unrelated to A Public Works Project)

3.1.1 $15,000 or Less

Purchases in this price range are to be approved by the Department Director.

3.1.2 $15,001 to $50,000

Purchases in this price range are to be approved by the City Manager.

3.1.3 $50,001 or More

Purchases in this price range are to be approved by the City Council.

3.2 Professional Services

3.2.1 $50,000 or Less

Contracts in this price range are to be approved by the City Manager.

3.2.2 $50,001 or More

Contracts in this price range are to be approved by the City Council.

3.3 Non-Professional Services (Purchased Services)

3.3.1 $15,000 or Less

Contracts in this price range are to be approved by the Director.

3.3.2 $15,001 to $50,000

Contracts in this price range are to be approved by the City Manager.

3.3.3 $50,001 or More

Contracts in this price range are to be approved by the City Council.

3.4 Public Works Projects (Including Related Materials, Supplies, and Equipment)

3.4.1 $20,000 or Less

Contracts in this price range are to be approved by the Public Works Director.

3.4.2 $ 20,001 to $50,000

Contracts in this price range are to be approved by the City Manager.

3.4.3 $50,001 or More

Contracts in this price range are to be approved by the City Council.

4.0 Equipment, Supplies, & Materials (Unrelated to a Public Works Project) and Non-Professional Services (Purchased Services)

The following cost thresholds apply for procurements of non-professional services and purchases of supplies, materials, and equipment unrelated to a public works project. .

Refer to Section 10.0 in situations involving *competitive bidding exemptions* or *emergency* purchases of equipment, supplies, & materials.

Non-professional services, referred to as "purchased services" by the Municipal Research and Services Center (MRSC), are for routine and continuing functions, mostly related to physical activities that:

- Follow established or standardized procedures
- Contribute to the day-to-day business operations
- Completion of assigned and specific tasks
- Require only routine decisions
- May require payment of prevailing wages

Examples include delivery services, landscaping and janitorial services, vehicle inspection and repair services, HVAC system maintenance, and office furnishings installation and repair service. Consult with the City Attorney prior to contracting for these services for advice on bidding and prevailing wage requirements.

4.1 $15,000 OR LESS – Direct Negotiation

Procurements or purchases in this price range may be entered through direct negotiation. Competition is not required, though departments should still make every effort to receive the best price possible. Award of a contract will be based on qualifications and price. Documentation (e.g., date, time, vendor contract name, phone #, email of applicant) on all quotes must be retained to the extent required under state law.

4.2 $15,001 TO $50,000 – 3 minimum Quotes

For procurements or purchases in this price range, it is recommended that at least three quotes be obtained when possible. Quotes may be obtained by telephone or in writing (electronic submittals are ok). Documentation (e.g., date, time, vendor contract name, phone #, email of applicant) on all quotes must be retained to the extent required under state law.

4.3 $50,001 or More– Competitive Quotes

For purchases in this price range, competitive quotes should be solicited from at least 3 vendors. Quotes submitted by each vendor do not need to be sealed but shall be in writing only (electronic submittals are ok). A bid security may be required in an amount and type approved by the Public Works Director. Award of a contract will be based on qualifications and price. Documentation (e.g., date, time, vendor contract name, phone #, email of applicant) on all quotes must be retained to the extent required under state law.

4.4 Alternative Methods of Procurement and Purchasing

If applicable, the City may utilize any one of the following methods as an alternative to the requirements of sections 4.1, 4.2, and 4.3 above.

4.4.1 Auctions

RCW 39.30.045 allows for the purchase of any supplies or equipment at auctions rather than through competitive bidding, if the items can be obtained at a competitive price. This authority allows the City to make a purchase on an internet-based auction service, such as eBay, as well as through in-person auctions. The City may also use federal, state, or local governmental auctions.

4.4.2 Purchasing Surplus Property from Other Governmental Agencies

RCW 39.33.010 allows for the purchase of surplus property from other governmental agencies without regard to bid laws.

4.4.3 Contracting for Services with Other Governmental Agencies

RCW 39.04.080 authorizes one public agency to contract with another public agency to perform any function which each agency is authorized by law to perform itself.

4.5 Environmentally-Friendly Purchasing

4.5.1 Where appropriate environmentally-friendly products are available and reasonably priced compared to competing products, such environmentally-friendly products are to be purchased by the City. Environmentally-friendly products may include, but are not limited to, products that are: less toxic or hazardous, energy and water efficient, recyclable or made from recycled content or renewable resources, bio-based, sustainably certified, or shipped or made with reduced packaging.

4.5.2 Pursuant to Resolution No. 2016-11, the City will not purchase landscaping materials, including plants and seeds, that have been treated with neonicotinoids, except for use in: (a) a well-defined research study; or (b) when the life or health of a

valuable or significant tree is threatened and neonicotinoid application is the least environmentally impactful option.

4.5.3 Pursuant to Chapter 16.30 BIMC, the City will not purchase any pesticide, except for those included on the Least Toxic Products List established by Resolution 2003-23 or subsequent resolutions of the City Council.

5.0 PUBLIC WORKS PROJECTS

As defined in RCW 39.04.010, *public works* include all work, construction, alteration, repair, or improvement (other than *ordinary maintenance* and professional services associated with the public works project) executed at the City's cost, or which is by law a lien or charge on any property therein.

5.1 Defining Project Cost

The cost of a public works project includes the costs of materials, supplies, equipment, and labor on the construction of that project. Section 2.0 of this manual provides additional guidance on determining project cost.

5.2 Bid Requirements

Pursuant to RCW 35A.40.210, procedures for any public work undertaken by the City is governed by RCW 35.23.352, which requires the City to call for bids whenever the cost of a public work will exceed $116,155, if more than one craft or trade is involved. If only a single craft or trade is involved, or if the project is for street signalization or street lighting, bids must be called for if the cost is greater than $75,500. RCW 35.23.352 also authorizes the City to utilize, at the City's discretion, the small works roster process outlined in RCW 39.04.155, described in more detail in Section 5.6 below.

In accordance with these provisions of state law, the following cost thresholds and bidding procedures apply when the City is soliciting bids for a public works project:

5.3 $0 to $50,000 – Limited Public Works Process

If the estimated cost of the public works project is $0 to $50,000 and the City determines that the work should be performed by contract, the City shall utilize the limited public works process outlined in RCW 39.04.155(3) and described in Section 5.7.

5.4 $50,001 to $350,000 – Five Bids from the Small Works Roster

If the estimated cost of the public works project is $50,001 to $350,000, then the City shall solicit five written bids from the small works roster in accordance with the procedure set forth in RCW 39.04.155(2), which procedure is described in more detail in Section 5.6.

If the estimated cost of the public works project is $250,000 to $350,000, then, in accordance with RCW 39.04.155(2)(c), the City must provide notice to the remaining contractors on the small works roster that bids are being sought. The notice can be made by:

- Publishing notice in a legal newspaper in general circulation in the area where the work is to be done; or
- Mailing a notice to these contractors; or
- Sending a notice to these contractors by electronic means such as email or fax.

If the estimated cost of the public works project is $250,000 or greater and funded in whole or in part by Federal funds, then the formal competitive bidding process outlined in Section 6.0 is required. This threshold is set by the federal government at 2 CFR § 200.88 and 48 CFR § 2.101 ("Simplified acquisition threshold") and is subject to periodic adjustment for inflation pursuant to 41 U.S.C. § 1908.

5.5 $350,001 or Greater – Formal Competitive Bids Required

If the estimated cost of the public works project is $350,001 or greater, then the formal competitive bidding process outlined in Section 6.0 is required.

5.6 Small Works Roster Process

Under RCW 35.23.352 and RCW 39.04.155, the City is authorized to use the small works roster process to award public works contracts estimated to cost less than $350,000. As described in Section 5.4 above, the City will use the small works roster process outlined in RCW 39.04.155(2) to award contracts for public works projects estimated to cost between $50,001 and $350,000, except as otherwise stated in Section 5.4.

Under RCW 39.04.155, a small works roster consists of all responsible contractors who have requested to be listed and are properly licensed or registered to perform such work in the State of Washington. As an alternative to creating and maintaining the City's own small works roster for construction of public works projects, the City Manager is authorized to enter into agreements with the Municipal Research and Services Center (MRSC) or any other agency for use of their small works roster, as long as such small works rosters are in compliance with the latest State of Washington rules, regulations, requirements, and laws regarding the establishment, maintenance, and use of small works rosters for public works projects.

A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed, as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.

The Public Works Director shall post a list of the contracts awarded using the small works roster at least once a year. The list shall contain the names of the contractors awarded the contracts, the amount of the contracts, a brief description of the type of work performed under the contracts, and the date the contracts were awarded. The list shall also state the location where the bid proposals for the contracts are available for public inspection.

5.7 Limited Public Works Process

As stated in Section 5.3, the City shall use the limited public works process to award contracts for public works projects with an estimated cost of $0 to $50,000.

The limited public works process is a type of small works roster process that applies only to public works projects estimated to cost less than $50,000. To use this process, the City must solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster. The City may waive the payment and performance bond requirements of Chapter 39.08 RCW and the retainage requirements of Chapter 60.28 RCW. Staff shall consult the City Attorney's Office prior to waiving either of these requirements. The City must also comply with all requirements specified under RCW 39.04.155(3) regarding the limited public works process.

5.8 UNIT PRICE CONTRACTS

Under RCW 35.23.352(13), the City is authorized to procure public works with a unit priced contract, also known as an "On-Call" public works contract. Unit priced contracts allow the City to contract for anticipated types of public works projects on a recurring basis, where the contractor agrees to supply an indefinite quantity of work at a defined unit price over a fixed period of time.

Unit price contracts are executed for an initial contract term not to exceed three years. However, there is an option of extending the contract for one additional year.

Unit priced contracts must be awarded to the lowest responsible bidder, and unit price contractors must pay prevailing wages in accordance with RCW 35.23.352(13)(e). The City shall comply with all of the requirements of RCW 35.23.352(13) when soliciting bids for and awarding unit price contracts.

5.9 Public Works Performed by City Employees

RCW 35.23.352(1) allows City employees to perform public works projects as long as the project's estimated cost is lower than the bidding limits ($75,500 single craft/trade or $ 116,155multiple craft/trade).

Work performed within the City by other public employees under an interlocal agreement shall also be included in these limits.

The City is required to provide a report to the state auditor of the costs of all public works in excess of $5,000 that are not let by contract (RCW 35A.40.200 and 35.23.352(4)). For any project using City employees in excess of $25,000, the City must publish a description of the project and its estimated cost in the official newspaper at least fifteen days before beginning the work (RCW 39.04.020), except that in circumstances where an emergency is declared, publication of the description and estimate may be made within seven days after the commencement of the work. .

5.10 Prevailing Wages

The City is required by RCW 39.12.040 to require contractors to pay prevailing wages on all public works contracts.

A "Statement of Intent to Pay Prevailing Wages" must be received from a contractor before any payment is made, and an "Affidavit of Wages Paid" must be received following final acceptance of the work. As for RCW 60.28.011, all projects funded with Federal transportation funds (whole or in part), must have an "Affidavit of Wages Paid" submitted to the City prior to final acceptance of the project.

5.11 Performance and Payment Bonds

Under RCW 39.08.010, payment and performance bonds are required for every public works contract, except as described below. This ensures that the job will be completed and that all workers, vendors, and subcontractors will be paid.

The bonds shall be executed by a surety company authorized to do business in Washington State, in an amount equal to 100% of the price specified in the contract. The bonds shall be issued on a form approved by the City Attorney's Office.

Payment and Performance bonds are required on small works roster projects. However, for small works roster projects estimated to cost $150,000 or less, the City is allowed, at the option of the contractor, to forego requiring payment and performance bonds and instead retain 10% of the contract for 30 days after final acceptance, or until receipt of all necessary releases from

the Department of Revenue, Department of Labor & Industries, and Employment Security Department, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later (RCW 39.08.010(3). The intent of this exception is to assist small contractors who may have difficulty securing bonds.

The City may waive the payment and performance bond requirements of Chapter 39.08 RCW and the retainage requirements of RCW 60.28.011(1)(a) for contracts awarded through the limited public works process, described in Section 5.7. The City may waive the retainage requirements of RCW 60.28.011(1)(a) for contracts awarded through the small works roster process, described in Section 5.6.

RCW 39.08.015 subjects the City to claims of laborers, materialmen, subcontractors, and mechanics if the required payment and performance bonds are not obtained.

Under RCW 60.28.011(1)(b), the City is prohibited from withholding retainage on public works projects funded in whole or in part by federal transportation funds. Instead, agencies must rely on the contractor's payment and performance bonds.

5.12 Public Works over $1 Million

Under RCW 39.30.060, for all public works projects expected to cost one million dollars or more, the City must require each prime contract bidder to submit as part of the bid, or within one hour after the published bid submittal time, the names of the subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the primare contract bidder's bid nonresponsive and, therefore, void.

5.13 Construction Change Orders

Change orders are to be approved in accordance with the cost thresholds outlined in this section, provided that the changes do not increase the project's cost in excess of previously approved budget appropriations.

The City Council must approve any change order that increases a project's cost beyond previously approved budget appropriations.

5.13.1: Public Work Contract total remains below $350,000 – Change orders are to be approved by the City Manager.

5.13.2: Public Work Contract total moves to $350,000 or more, but the total cumulative amount of change orders is 10% or less – Change orders are to be approved by the City Manager.

5.13.3: Public Work Contract total moves to $350,000 or more and the total cumulative amount of change orders is more than 10% – Council must authorize the City Manager to approve the revised contract.

In the event unforeseen conditions necessitate an immediate change to avoid a contractor's claim against the City for delays, the City Manager may authorize and direct work irrespective of the limits above, provided any work change directive issued in excess of the City Manager's authority shall be incorporated into a change order and presented to the City Council as soon as practicable.

5.14 Project Acceptance

At the completion of a public works project, as confirmed by the Director of Public Works or designee, the City Manager is authorized to accept the work.

The Director of Public Works, Director of Planning and Community Development, and the Director of Finance, or their designees, are further authorized to sign exoneration and release forms for bonds and other security devices submitted with respect to project completion.

6.0 Formal COMPETITIVE BIDDING PROCEDURES

6.1 Public Notice

Whenever the cost of the public work or improvement, including materials, supplies, and equipment, will exceed the amounts outlined in RCW 35.23.352(1), the same shall be done by contract. All such contracts shall be let at public bidding. For contracts that require a formal competitive bidding process, a notice shall be published in the official newspaper at least 13 days prior to the due date for bids. For all Federal Aid projects as per the LAG Manual Chapter 46.24, an advertisement must run for a three-week period prior to opening of the bids. They must run at least twice, 20 calendar days prior to the last date upon which the bids will be received.

Advertisements for bids should include the following items:

- Title of the project
- Nature and scope of the work
- Materials and equipment to be furnished
- Where contract documents (plans, *specifications*) may be obtained
- Cost to obtain a set of contract documents
- Place, date, and time that bids are due
- Statement that a *bid bond* must accompany the bid
- Statements that the City retains the right to reject any or all bids, and to waive minor irregularities in the bidding process
- Title VI requirements and reference

6.2 Bid Specifications

Bid specifications should incorporate a clear and accurate description of the technical requirements for the material, product, or service to be provided. Such descriptions should not contain features that unduly restrict competition.

When it is impractical or uneconomical to make clear and accurate description requirements, a "brand name or equal" description may be used. The responsibility of demonstrating to the City's satisfaction that a product is "equal" to that specified shall be on the vendor proposing the substitution.

Requests for approval of substitutions must be made with sufficient time to allow the City to adequately review the proposal, including time for vendors to respond to questions and requests for additional information or clarification. The City has no obligation to accept proposed substitutions.

Acceptance of a substitute product proposed as an "equal" to that specified will be made in writing. If this acceptance occurs prior to the bid, other bidders will be notified to the extent practical.

6.3 Award

The contract will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria included in the invitation for bids, or all bids will be rejected. However, in accordance with RCW 35.23.352(2), if the City issues a written finding that the lowest responsive and responsible bidder has delivered a project to the City within the last three years which was late, over budget, or did not meet specifications, and the City does not find in writing that such bidder has shown how they would improve performance to be likely to meet project specifications, then the City may award the contract to the second lowest responsive and responsible bidder whose bid is within five percent of the lowest bid. If in any year a contract is awarded to the second lowest responsive and responsible bidder in this manner, the City will prepare an annual report as required under RCW 35.23.352(14).

RCW 39.04.350 establishes bidder responsibility criteria. Before the City may accept a Contractor's bid, the contractor must:

- Be a registered contractor at the time of bid submittal (RCW 18.27.020)
- Have a current Unified Business Identifier (UBI) number
- Have industrial insurance coverage
- Have an employment security department number
- Have a state excise tax registration number
- Have never been disqualified from bidding under RCW 39.06.010 or 39.12.065(3)

The City also requires that the contractor must:

- Have or agree to obtain a current City business license
- Be current with all applicable licenses, taxes, and fees owed to the City of Bainbridge Island

In addition, the City adopts the following supplemental criteria which may be used in connection with specified projects:

- The ability, capacity, and skill of the bidder to perform the contract or provide the service required
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder
- Whether the bidder can perform the contract within the time specified
- The quality of performance of previous contracts or services
- The previous and existing compliance by the bidder with laws relating to the contract or services
- Such other information as may be secured having a bearing on the decision to award the contract

When using the supplemental criteria described above, the City will include the supplemental criteria in the bidding documents, together with a basis for evaluation, deadline for bidder to submit responsibility documentation, and deadline for bidder to appeal a "not responsible" determination.

When a trade-in option exists and is in the City's best interest, the price offered on the trade will be considered when determining the lowest responsive and responsible bid.

RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Other preferences favoring local businesses are not permitted.

6.4 Cancellation

An invitation for bids may be cancelled. Additionally, the City (at its sole discretion) may choose to reject any or all bids, in whole or in part, except as otherwise provided under state or federal law or as conditions of receiving state or federal funding.

6.5 Submittal of Bids

Bids will be submitted as specified in the invitation for bid by the appointed date and time listed in the invitation. Each bid will be dated, and time stamped as it is received. Late bids will not be accepted. If the bid is a sealed bid, all qualified bids will be opened and read aloud publicly at the appointed time.

No City representative shall inform a contractor of the terms or amount of any other contractor's bid for the same project prior to the bid opening date and time. Once bids have been submitted (and opened, if the bids are sealed), the City may not negotiate with bidders. The contract must be awarded to the lowest responsive and responsible bidder, or else all bids must be rejected.

A written record shall be made of each contractor's bid on a project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations shall be recorded, open to public inspection, and available by electronic request.

Original specifications and the original bid responses will be retained for review and audit as required.

6.6 Bid Security

In accordance with RCW 35.23.352(1), each bid submitted through a formal competitive bidding process shall be accompanied by a bid security for a sum of not less than five percent of the amount of the bid. The bid security may be in the form of a cashier's check, postal money order, or surety bond provided by a surety company that is authorized to do business in Washington State in a form approved by the City Attorney's Office. No bid solicited through a formal competitive bidding process shall be considered unless accompanied by such a bid security.

A bid security is only required for bids solicited through a formal competitive bidding process. A bid security is not required for bids solicited through the small works roster process, limited public works process, or through the procedures described in Sections 5.3, 5.4, and 5.5.

However, if a public works project is estimated to be $250,000 or greater and will be funded in whole or in part with federal funds, a formal competitive bidding process, that which requires a bid security, is required.

If a bidder is permitted to withdraw a bid before award, its bid security shall be returned.

6.7 Non-Collusion Affidavit

Each bidder shall be required to warrant that their bid is genuine, and that they have not entered into collusion with other bidders, by submitting with their bid an executed and notarized affidavit on a form approved by the City Attorney.

7.0 PROFESSIONAL SERVICES

Professional services are services which provide professional or technical expertise to accomplish a specific study, project, task, or other work statement.

Professional services include, but are not limited to:

- Architectural, engineering, or surveying services
- Accounting and auditing
- Bond or insurance brokerage
- Consulting services
- Legal services
- Real estate appraisal or title abstracts
- Relocation assistance
- Design
- Soils analysis or core testing

7.1 Competitive Process

Under Chapter 39.80 RCW, a competitive process is required for all architectural, engineering, or surveying services. This competitive process is further outlined in Section 8.0. It is recommended, but not required, to follow the same process for all other professional services.

7.2 Consultant Solicitation

Except as required under Chapter 39.80 RCW, the City may use, as the first step in the evaluation and hiring of a consultant to provide professional services, the Municipal Research and Services Center's (MRSC) annual roster or advertise a Request for Qualifications (RFQ). By first reviewing qualifications of consultants on MRSC's consultant roster, or reviewing qualifications from solicited consultants via an advertised RFQ, to the City can narrow down and choose a consultant that is best qualified to do provide the needed professional services. After firms are narrowed down, a Request for Proposal (RFP) is then requested. Each proposal should outline the firms scope of services that includes information on their recommended schedule and deliverables, .

An RFP should include:

- a detailed scope of work describing the project tasks
- an estimated budget
- an estimated schedule
- evaluation criteria
- instructions regarding the submittal information (page limitations, number of copies, etc.)
- proposal deadline
- copy of agreement for professional services

A department director may evaluate proposals for smaller projects, but a review panel of at least three employees is recommended for more complex projects. City staff should review all submittals received prior to the deadline to ensure they comply with the requirements of the RFP. The director or review panel should then use evaluation criteria to score each firms proposal.

Agency guidelines for RFPs and RFQs are as follows:

Estimated Cost for Services: $0 to $25,000
Process: Minimal Solicitation
Major Activities:

- RFQ: Select 1-3 qualified firms based on established criteria from MRSC roster or from the consultants who responded to a RFQ, if advertised.
  RFP: Ask for proposals from the selected firm(s).
- Select most qualified firm.
- Negotiate a contract with the firm deemed the most highly qualified.
- Document the process.

Estimated Cost for Services: $25,001 to $100,000
Process: Informal Solicitation
Major Activities:

- RFQ: Select 3-5 qualified firms based on established criteria from MRSC roster or from consultants who responded to an RFQ, if advertised.
- RFP: Prepare an RFP, including, at a minimum: description of services required, project schedule, estimated budget, instructions on submittal information, and due date for the responses. Send RFP to the 3-5 qualified firms previously identified.
- Evaluate responses and select most qualified firm

- Negotiate a contract with most qualified firm
- Document the process for file, including selection criteria, names of firms considered, all responses to RFP, basis for award decision, and copy of contract

Estimated Cost for Services: Over $100,001
Process: Formal Solicitation
Major Activities:

- RFQ: Prepare a formal RFQ, and advertise the RFQ by, at a minimum, publishing legal notice in the City's newspaper of record and by posting the RFQ on the City's website.
- RFQ: Develop score sheets for use by evaluators and evaluate responses to RFQ.
- RFP: Issue RFP to a minimum of six firms.
- Conduct pre-proposal conference, if required in RFP.
- Provide answers to consultant questions via addenda and post on website.
- Date and time stamp proposals received by the due date.
- Evaluate proposals strictly against criteria set forth in the RFP and score. Use 3 evaluators for scoring and score proposals using score sheets. Tabulate scores and determine ranking of consultants.
- Schedule and conduct oral interviews of top finalists, if desired.
- Determine final scoring and select most qualified firm.
- Notify successful and unsuccessful firms.
- Negotiate a contract with most qualified firm.
- Conduct debriefing conferences with unsuccessful proposers, if requested.

8.0 ARCHITECTURAL, ENGINEERING, AND SURVEYING SERVICES

Services for professional architectural (including landscape architectural), engineering, or surveying services are procured using the qualifications-based selection requirements in Chapter 39.80 RCW. Examples include architectural blueprints, road design, and sewer and water system design. The requirements outlined in that chapter, as stated in these guidelines, or as may be amended by the State Legislature, must be carefully followed.

8.1 Annual Roster

As an alternative to creating and maintaining the City's own annual roster for the procurement of architectural, surveying, and engineering services, the City Manager is authorized to enter into agreements with the Municipal Research and Services Center (MRSC) and/or any other agencies for use of their annual rosters as long as such rosters are in compliance with the latest state of Washington rules, regulations, requirements, and laws regarding the procurement of architectural, surveying, and engineering services.

The City encourages architectural, engineering, and surveying firms to submit to MRSC a statement of qualifications and performance data annually. When services are needed, the City will evaluate current statements of qualifications and performance data on file. The City continues to have the option to formally advertise for consultant qualifications aside from using the MRSC roster.

8.2 Contract Negotiations

Discussions will be conducted with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. Using criteria established by the City for the project, category, or type of services needed, a professional services contractor will be selected that is deemed to be the most highly qualified to provide the services required for the proposed project. See Section 7.2 for the RFQ and RFP process. RFPs for architectural, engineering, and surveying services may not request a price. The City must select the most qualified firm and then negotiate a price for the project.

The City will negotiate a contract with the most qualified firm at a price that the City determines is fair and reasonable. In making its determination, the City will consider the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the service to be provided. If the City is unable to negotiate a satisfactory contract with the firm selected at a price that is determined fair and reasonable, negotiations with that firm will be formally terminated. Another firm will then be selected, and the process continued until an agreement is reached or the process terminated.

9.0 CONTRACT AMENDMENTS

The City Manager may execute an amendment to a contract without City Council approval, provided that the amendment:

- Simply extends the time of completion for a project;
- Provides for a cost increase that does not exceed 10% of the original contract cost (or $50,000, whichever is greater), and is within the approved budget; or
- Is solely for "On-Call" services to ensure compliance with City Codes and regulations by development applications and studies associated with development applications, when the cost of the work performed is recovered from applicant reimbursements or application fees. Examples include agreements for geotechnical studies and traffic impact analysis.

All changes to the scope of work must be done by contract amendment. Substantial changes to the scope of work must be submitted to the City Attorney for a determination as to whether the work should be a new contract.

This section does not apply to contracts for public works projects. Amendments to contracts for public works projects shall be in the form of a change order approved in accordance with Section 5.13.

10.0 COMPETITIVE BIDDING EXEMPTIONS AND EMERGENCIES

Under RCW 39.04.280, competitive bidding requirements may be waived for:

a. Purchases that are clearly and legitimately limited to a single source of supply;
b. Purchases involving special facilities or market conditions;
c. Purchases in the event of an emergency;
d. Purchases of insurance or bonds; and
e. Public works in the event of an emergency.

Purchases may be made from a *sole source* vendor without soliciting other quotes or bids. In non-emergency situations, written documentation demonstrating the appropriateness of a sole source purchase shall be submitted to the Finance Department in advance of the purchase. Finance (and the City Attorney, when needed) will evaluate whether a vendor can legitimately be defined as a sole source.

Purchases involving special facilities or market conditions may be made without soliciting quotes or bids. In non-emergency situations, written documentation demonstrating the appropriateness of a purchase involving special facilities or market conditions shall be submitted to the Finance Department in advance of the purchase. Finance (and the City Attorney, when needed) will evaluate whether special facilities or market conditions legitimately exist.

In accordance with RCW 39.04.280 and Chapter 2.44 BIMC, if an *emergency* exists, the City Council, the City Manager, the Finance Director, or the person(s) designated by the City Manager to act in the event of an emergency may:

- Declare that an emergency situation exists.
- Waive competitive requirements.
- Award, on behalf of the City, contracts necessary to address the emergency (including, but not limited to, contracts for architectural and engineering services).

Chapter 2.44 BIMC contains additional provisions relating to emergency management. RCW 39.04.280 requires that a written finding of the existence of an emergency be made and entered into the public record no later than two weeks following the award of the contract. In accordance with BIMC 2.44.110, such written findings authorizing the emergency procurement shall be presented to the City Council for ratification and confirmation, modification or rejection. However, all emergency procurements under this section shall be considered to be in full force and effect until the City Council acts otherwise.

See the Emergency Operations Center (EOC) Manual for additional information on the resource request process used in the EOC during emergencies

11.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS

RCW 39.34.030 allows the City to join with other governmental agencies for the purchase of supplies, equipment, or services. This is done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an "Interlocal Agreement").

Prior to making a purchase under such an agreement, the City must ensure that the procedure used by the agency that originally awarded the bid, proposal, or contract is allowable with the City's purchasing policy. The originating agency must also have fulfilled one of two additional public notice requirements:

- Posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations.
- Provided an access link on the state's web portal to the notice.

The City may also make a bid call with another government entity as a joint purchase that complies with the procurement requirements of both jurisdictions.

When practical, the City should include language in its solicitations that allows other public agencies to purchase from City of Bainbridge Island's contracts or purchase orders, provided that other agencies provide similar rights and reciprocal privileges to the City of Bainbridge Island.

Pursuant to RCW 39.34.030, the City may make purchases through state contracts. The City has signed a Master Contracts Usage Agreement with the Department of Enterprise Services ("DES"). The DES' webpage provides information and instructions for making purchases with the state contract.

The City Council shall approve all Intergovernmental Cooperative Purchasing Agreements.

12.0 VENDOR RELATIONS

12.1 Code of Ethics

Employees will follow applicable personnel policies in this subject area.

12.2 Quote or Bid Revisions

If a vendor is permitted to submit a revised quote or bid, other competitors will be given the same opportunity. Bidders are expected to offer their best bid first and offering an opportunity to re-quote should be done only when necessary.

12.3 Samples

When vendors offer samples for evaluation, they will be accepted only under the following conditions:

- The sample is accepted as property of the City.
- The product is of a type presently in use by the City or is of potential use. Samples of goods not likely to be purchased are not to be accepted.
- The quantity or size of the sample is relatively small and of minimal value.
- Any chemicals offered as vendor samples shall not be accepted unless accompanied by an OSHA product safety data sheet or material safety data sheet (MSDS).
- If vendor samples are accepted, they must be sent to the appropriate location or department for testing.
- Samples that are requested for evaluation must be purchased.

12.4 Local Business Participation

The City will take affirmative steps not only to encourage local businesses to apply to participate in the procurement process, but to the extent legally possible, the City will consider the use of those local businesses.

13. Bid Protests

A bidder wishing to protest the City's award of a contract for a public works project that was the subject of competitive bidding must strictly follow the procedures described below. To the extent that these procedures are not followed, the City will not review a bid protest submitted by a bidder.

13.1 Requests for Copies of Bids Received by City

In accordance with RCW 39.04.105, within two business days of the bid opening on a public works project that is the subject of competitive bids, the City will provide, if requested by a bidder, copies of the bids the City received for the public works project. The City will not execute a contract for the public works project for two full business days from the date that copies of the received bids were provided. Intermediate Saturdays, Sundays, and legal holidays are not counted as "business days."

13.2 Procedure for Submission of a Bid Protest

All bid protests must be filed in writing with the City Clerk and must be submitted no later than: two full business days following bid opening, if no bidder requested copies of the bids received for the project; or two full business days following the date on which the City provided copies of the bids to requesting bidders. Intermediate Saturdays, Sundays, and legal holidays are not counted as "business days."

All bid protests must:

- Be submitted in writing;
- Explicitly identify itself as a bid protest;
- Explicitly identify the bid/project/request for which the protest is made;
- Explicitly state all reasons and bases in law and fact supporting the protest; and
- Include any and all supporting documents.

13.3 Consideration of A Bid Protest

Submitted bid protests complying with the requirements outlined above will be reviewed by the City Manager, the City Attorney, and the Public Works Director, or their designees.

The bid protest will be decided based upon the written materials, supporting documents, and other information submitted with the bid protest as well as other records or information known to the City relating to the public works project in question. In the event that a meeting or conference with the protesting bidder would materially assist the City in making its decision, a meeting may be scheduled at the discretion of the City Manager or their designee.

Only those issues identified by the bidder in the written protest filed with the City Clerk will be considered. The City Attorney or their designee will issue a written decision no later than 10 business days after the filing of the bid protest with the City Clerk, which shall be the final decision of the City on the bid protest.

14.0 SALE OR DISPOSAL OF CITY Personal PROPERTY

14.1 Authorization

The City Manager may authorize the sale or disposal of personal property owned by the City, provided that the property is no longer needed and that notice of intention to sell is given as provided in this section. The personal property will be deemed as surplus or scrap.

Permission must be obtained from the grantor before selling or disposing of any personal property which was purchased with grant funding. Failure to obtain permission could obligate the City to repay grant funding used to purchase the personal property.

Section 14 does not address the sale or disposal of real property owned by the City.

14.2 Sale versus Disposal

Sales of surplus items to other governmental agencies may occur via private sale. Other sales of surplus items shall be sold via public auction. It is the City's policy to utilize third-party auction services rather than conduct the auction itself.

Scrap may be sold via public auction, via private sale at prices established by current market conditions or may be disposed of if there is not a viable market. The City Manager may donate items with a nominal value to a charitable organization which is tax exempt pursuant to Internal Revenue Code Section 501(c)(3).

14.3 Trade-Ins

Trade-in of old equipment to upgrade similar or reasonably related equipment is permitted when it is in the best interest of the City. The requesting Department Director shall be responsible for the sale, trade, or other disposition of surplus property and scrap belonging to the City of Bainbridge Island when used for a trade-in.

14.4 Public Notice of Sale

If the City opts not to use a third-party auction service and instead chooses to conduct an auction itself, the notice of intent to sell surplus or scrap at a public sale shall be published once a week for two consecutive weeks in the City's official newspaper immediately prior to the sale. The notice shall state the time and place at which the property will be sold. Any other reasonable means to attract potential buyers to the sale may be used in conjunction with the notice posted in the official newspaper.

14.5 Conflict of Interest

Because City employees have more information than the general public about City property to be auctioned and an appearance of fairness is necessary to maintain the public trust, employees, their spouses, and their agents are not permitted to bid on or buy personal property auctioned or sold directly by the City.

14.6 Inventoried Items

Surplus, scrap, or trade-in of any inventoried item will be confirmed by the employee responsible and approved by the Department Director. A Property Disposition form will be completed and submitted to the Finance Department.

Each Department will be responsible for storing and retaining an inventory of such property until issued disposition instructions.

15.0 ADDITIONAL SIGNING AUTHORITY

15.1 Grants

If a grant would require the City to contribute more than $50,000 in material matching dollars, then the City Manager will seek City Council approval prior to applying. The City Manager will bring grant opportunities the City Manager becomes aware of to the full City Council. The City Council may also initiate the process of pursuing a grant. If other entities, such as non-profit organizations or community interest groups, wish to apply for a grant on behalf of the City, the group must first obtain the approval of City Council.

The City Manager, or designee, is authorized to execute all required agreements and documents with a grant-issuing agency to effectuate any grant approved or accepted by the City Council.

Amendments to grants that simply extend the term of the grant may be approved by the City Manager.

15.2 Interlocal Agreements

All interlocal and interagency agreements must be approved by City Council. Amendments to interlocal agreements that simply extend the term of the agreement may be approved by the City Manager.

15.3 Real Property

Contracts and agreements that relate to real property (other than as described below) must be approved by the City Council.

The City Manager is authorized to enter into leases of real property where the rent does not exceed $50,000 total over the term of the lease; Provided, that the City Council's approval is required for all leases of real property that are for a term of more than five (5) years.

The City Manager is authorized to enter into licenses, permits, or other agreements in order to manage the use of the City's right-of-way. Any such license, permit, or other agreement shall contain the provisions set forth in Resolution No. 2013-09.

The City Manager, Director of Public Works and Director of Planning and Community Development are authorized to accept dedications, easements, rights-of-way, fee estates, or other interests in real property for use by or on behalf of the city. Pursuant to this authority, the City Manager, the Director of Public Works, or the Director of Planning and Community Development are each authorized to sign and accept delivery of real property acquisition documents on behalf of the City.

The Director of Planning and Community Development is further authorized to sign and accept documents relating to any notice to title recorded with Kitsap County in connection with the Critical Areas ordinance.

15.4 Settlement Authority

The City Manager is authorized to sign settlement agreements requiring the City to pay less than $50,000 to resolve and settle any damage claims or suits against the City and to execute all necessary documents pursuant to the resolution of such claims. The City Manager shall have the further authority to approve the issuance of checks pursuant to the resolution of such claims. Claims settled by the City Manager under this authority will be reported to the City Council at the next City Council meeting following the settlement.

16.0 COMPLIANCE WITH POLICY

A violation of any of the provisions of this policy may result in discipline to the individual involved where, in the opinion of the City Manager (in the case of employees) or the City Council (in the case of the City Manager), such discipline is in the interest of the public and good government.

Officers and employees should be aware of possible personal penalties, termination, and financial liability for intentional or willful violation of competitive bidding laws. RCW 39.30.020 states (emphasis added):

> In addition to any other remedies or penalties contained in any law, municipal charter, ordinance, resolution, or other enactment, any municipal officer by or through whom or under whose supervision, in whole or in part, any contract is made in willful and intentional violation of any law, municipal charter, ordinance, resolution, or other enactment requiring competitive bidding upon such contract shall be held liable to civil penalty of not less than three hundred dollars and may be liable, jointly and severally, with any other such municipal officer for all consequential damages to the municipal corporation. If, as a result of a criminal action, the violation is found to have been intentional, the municipal officer shall immediately forfeit their office. For purposes of this section "municipal officer" shall mean an "officer" or "municipal officer" as those terms are defined in RCW 42.23.020(2).

17.0 SUMMARY OF PROCUREMENT GUIDELINES

Public Works Projects

Estimated Cost	Signing Authority	Purchase/Bidding Process	Contract Mechanism	
$0 - $20,000	Public Works Director	Limited Public Works Process	Limited Public Works Contract – 20k	Unit Price Contract (Follow the same threshold amounts and signing authority requirements)
$20,001 - $50,000	City Manager	Limited Public Works Process	Limited Public Works Contract – 50k	
$50,001- $350,000		Solicit 5 bids from small works roster. Must provide notice to other appropriate contractors on the roster for projects estimated to cost $250,000 - $350,000.	Small Works Contract	
$250,000 or greater (funded by whole or in part by Federal Funds)		Formal competitive bidding process with advertisement	Formal Bid Contract	
$350,001- Greater				

- All equipment, supplies, and materials purchased separately but as part of the Public Work project, will be part of the aggregate cost of all phases of the project when determining the applicable bid process to be used. Municipalities may not break public works projects into separate phases or parts to avoid compliance with bidding statutes (RCW35.23.352(1))

Exception: If the public works project is $250,000 or greater and is funded in whole or in part with federal funds, a formal bid process is required. This threshold is set by the federal government at 2 CFR § 200.88 and 48 CFR § 2.101 ("Simplified acquisition threshold") and is subject to periodic adjustment for inflation pursuant to 41 U.S.C. § 1908.

Purchasing

This matrix is to be used for purchasing charges that includes, goods, equipment, materials, and supplies that are not part of a public works project (telecommunications is not included and is governed by RCW 39.04.270). For items that are defined as a purchased service, please see "Non-professional Services" matrix. For purchases relative to a public works project, please see "Public Works Projects."

Purchasing Procedure	Signing Authority	Purchase $15,000 Or Less	Purchase $15,001 - $50,000	Purchases $50,001 and over
Direct Negotiations	Directors	X		
Quotes (recommend obtaining 3 quotes when possible.) Telephone, fax, or email	City Manager		X	
Quotes (3 vendors should be solicited) Must be in writing	City Council			X

Non-Professional Services

(Purchased Services)

Non-Professional Services shall be described as services provided by a vendor for routine, necessary and continuing functions of a local agency, relative to a physical activity. Examples include courier, janitorial, disposal, vehicle inspection repair or up-fitting, office furnishing install.

Non-Professional Services is not public works, therefore can be let by using a solicitation, evaluation, and award process based on qualifications and price.

Note that prevailing wages may need to be paid in connection with the contract. To verify if Labor and Industries will require prevailed wages for the service being provided, please contact L & I directly for assistance.

Purchased Service Procedure	Signing Authority	Services $15,000 or Less	Services $15,001 - $50,000	Services $50,001- greater
Qualifications/ Price Direct Negotiations	Directors	X		
Qualification /Price (recommend obtaining 3 quotes when possible) Telephone, fax or email	City Manager		X	
Qualification /Price (3 vendors should be solicited) must be in writing.	City Council			X

Professional Services

(Architecture, Engineering and Surveying Services and other Services that are performed)

Chapter 39.80 RCW must be followed for architectural, engineering, and surveying services (see Section 8.0) and price may not be considered in the initial selection process.

Estimated Agreement Amount	Signing Authority	Recommended Solicitation Process
$25,000 or Less	City Manager	Minimal competition. Contact 1-3 qualified firms.
$25,001 to $50,000		Informal competition. Prepare RFQ/RFP and contact 3-5 qualified firms.
$50,001 to $100,000	City Council	
Over $100,000		Formal competition. Prepare RFP/RFQ and advertise.

~~ATTACHMENT~~ Exhibit A

CITY OF
BAINBRIDGE ISLAND

PROCUREMENT POLICY

~~PURCHASING GUIDELINES~~

~~CONTRACT AND SURPLUS AUTHORITY~~

Effective Date: ~~February 12~~October 8, 2019

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I. GENERAL

1.1 PURPOSE

This document is intended to direct the ~~purchase~~ procurement of goods and services at a reasonable cost. An open, fair, documented, and competitive process is to be used whenever reasonable and possible. The ~~purchasing function's~~ integrity, efficiency, and effectiveness of the City's procurement processes are critical elements of sound government.

1.2 OBJECTIVES

The objectives of the City's ~~purchasing program~~Procurement Policy are as follows:

- To provide a uniform system to obtain supplies, materials, equipment, and services in an efficient and timely manner;
- To facilitate responsibility and accountability with the use of City resources;
- To ensure equal opportunity and competition among vendors and contractors;
- To promote effective relationships and clear communication between the City and its vendors and contractors;
- To comply with State procurement statutes governing expenditures of public funds;
- To promote use of recycled materials and products~~,~~ and dispose of surplus and scrap materials with regards to cost savings and the environment.

1.3 SCOPE

These guidelines apply to purchases of:

- Supplies, materials, and equipment
- Professional services (including architectural and engineering services)
- Non-professional services (purchased services)
- Public works projects

The guidelines do not apply to the acquisition, sale, or lease of real property, except as described in Section 15.3.

If grant or debt funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the City's policy.

1.4 Controlling Laws

All ~~purchases~~ procurements shall comply with appropriate and relevant Federal, State, and City laws and policies. If the appropriate and relevant Federal or State laws, regulations, grants, debt, or requirements are more restrictive than ~~these guidelines~~this Procurement Policy, such laws, regulations, grants, debt, or requirements ~~should~~ must be followed.

The City Attorney shall be consulted when questions regarding potential conflicts arise. Applicable laws and regulations will be cited throughout this document.

2.0 DETERMINING TOTAL PURCHASE COST

2.1 USE ANTICIPATED COST

The anticipated ~~annual~~ need for a good or service (when it can reasonably be projected) shall be used to determine the cost of that good or service, and thus which contract approval level, cost threshold, ~~and~~ or other related purchasing requirements apply.

2.2 NO "BID SPLITTING"

~~Requirements~~ Procurements of goods or services shall not be divided to come up with a lower total cost to avoid contract approval levels or competition requirements contained in this Procurement Policy or in state or federal law. For example, i~~I~~f one item being purchased requires another item to "make a whole," the total accumulated costs of the two items (when they can reasonably be projected) should be considered together to determine which approval level and cost threshold apply, unless the two items are not available from a single vendor.

2.3 COSTS TO INCLUDE

Include costs such as taxes, freight, and installation charges when determining which cost threshold applies. Do not include the value of a trade-in. Trade-in value should be considered, however, to determine the lowest bid when competitive bidding is used.

2.4 INCLUDE TOTAL QUANTITY NEEDED

Requirements for the total quantity of an item (when they can be reasonably projected) should be considered when determining which cost threshold and related purchasing requirements apply.

2.5 MULTIPHASE ~~PROGRAMS~~PROJECTS

If a project is to be completed in phases, the total accumulated cost for all phases should be considered when determining which cost threshold applies.

3.0 CONTRACT APPROVAL LEVELS

These approval levels are designed for contracts whose costs are covered by budget appropriations previously approved by the City Council. Contracts requiring additional appropriations must be approved by the Council.

3.1 ~~PURCHASING OF~~ EQUIPMENT, SUPPLIES, & MATERIALS (UNRELATED TO A PUBLIC WORKS PROJECT)

3.1.1 $15,000 ~~10,000~~ or Less
Purchases in this price range are to be approved by the Department Director.

3.1.2 $15,001 ~~10,001~~ to $50,000
Purchases in this price range are to be approved by the City Manager.

3.1.3 $50,001 or More
Purchases in this price range are to be approved by the City Council.

3.2 PROFESSIONAL SERVICES ~~(PERSONAL SERVICES AND ARCHITECTURE & ENGINEERING SERVICES)~~

3.2.1 $50,000 or Less
Contracts in this price range are to be approved by the City Manager.

3.2.2 $50,001 or More
Contracts in this price range are to be approved by the City Council.

3.3 NON-PROFESSIONAL SERVICES (PURCHASED SERVICES)

3.3.1 $15,000 ~~10,000~~ or Less
Contracts in this price range are to be approved by the Director.

3.3.2 $15,001 ~~10,001~~ to $50,000
Contracts in this price range are to be approved by the City Manager.

3.3.3 $50,001 or More
Contracts in this price range are to be approved by the City Council.

3.4 Public Works Projects (Including Related Materials, Supplies, and Equipment)

3.4.1 $~~10,000~~ 20,000 or Less

Contracts in this price range are to be approved by the Public Works Director.

3.4.2 $~~10,001~~ 20,001 to $50,000

Contracts in this price range are to be approved by the City Manager~~, provided they are included in the Capital Improvement Plan (CIP)~~.

3.4.3 $50,001 or More

Contracts in this price range are to be approved by the City Council.

4.0 ~~COST THRESHOLD REQUIREMENTS – EQUIPMENT, SUPPLIES, & MATERIALS (UNRELATED TO A PUBLIC WORKS PROJECT) AND PURCHASING AND NONON-PROFESSIONAL PROFESSIONAL SERVICES SERVICES (PURCHASED PURCHASED SERVICESSERVICES) - COST THRESHOLD REQUIREMENTS AND OTHER PURCHASE TYPES~~

The following cost thresholds apply for procurements of non-professional services and purchases of supplies, materials, and equipment unrelated to a public works project.~~, non-professional services, and information services~~.

~~The cost thresholds below do not apply to the purchase of services that are considered to constitute a *public work* – see Section 5.0 on public works projects.~~

~~They also do not apply to the purchase of *professional services* (including architectural or engineering services) – see Section 7.0 on professional services and Section 8.0 on architectural and engineering services.~~

Refer to Section 10.0 in situations involving ~~*sole source*~~*competitive bidding exemptions* or *emergency* purchases of equipment, supplies, & materials.

Non-professional services, ~~(~~referred to as "purchased services" by the Municipal Research and Services Center (MRSC),~~)~~ are for routine and continuing functions, mostly related to physical activities that:

- Follow established or standardized procedures
- Contribute to the day-to-day business operations
- Completion of assigned and specific tasks
- Require only routine decisions
- May require payment of prevailing wages

Examples include delivery services, landscaping and janitorial services, vehicle inspection and repair services, HVAC system maintenance, and office furnishings installation and repair service. Consult with the City Attorney prior to contracting for these services for advice on bidding and prevailing wage requirements.

~~The cost thresholds below do not apply to the purchase of services that are considered to constitute a *public work* – see Section 5.0 on public works projects.~~

~~They also do not apply to the purchase of *professional services* (including architectural or engineering services) – see Section 7.0 on professional services and Section 8.0 on architectural and engineering services.~~

~~Refer to Section 10.0 in situations involving *sole source* or *emergency* purchases.~~

4.1 $~~10~~15,000 OR LESS – DIRECT NEGOTIATION

Procurements or
p~~P~~urchases in this price range may be entered ~~into~~ through direct negotiation. Competition is not required, though departments should still make every effort to receive the best price possible. Award of a contract will be based on qualifications and price. Documentation (e.g., date, time, vendor contract name, phone #, email of applicant) on all quotes ~~should~~ must be retained to the extent required under state law.

4.2 $~~10~~15,001 TO $50,000 – 3 MINIMUM QUOTES ~~NEEDED~~

For procurements or purchases in this price range, it is recommended that at least three quotes ~~shall~~ be obtained when possible. Quotes may be obtained by telephone or in writing (electronic submittals are ok). ~~Documentation on all quotes will be retained. The documentation will include the date, time, vendor contact name, phone number, email (if applicable), price quoted and any reasons for acceptance or refusal of the quote.~~Documentation (e.g., date, time, vendor contract name, phone #, email of applicant) on all quotes ~~should~~must be retained to the extent required under state law.

4.3 $50,001 OR MORE– COMPETITIVE ~~BIDS~~QUOTES

For purchases in this price range, competitive ~~bids~~ quotes ~~shall~~ should be ~~obtained~~ solicited from at least 3 vendors. ~~Bids~~ Quotes submitted by each vendor do not need to be sealed~~,~~ but shall be in writing only (electronic submittals are ok). A bid security may be required in an amount and type approved by the Public Works Director. Award of a contract will be based on qualifications and price. Documentation (e.g., date, time, vendor contract name, phone #, email of applicant) on all quotes ~~will~~must be retained to the extent required under state law. ~~See Section 6.0 on competitive bidding for a detailed description of the procedures to be followed.~~

4.4 ~~OTHER TYPES OF PURCHASING~~ALTERNATIVE METHODS OF PROCUREMENT AND PURCHASING

If applicable, the City may utilize any one of the following methods as an alternative to the requirements of sections 4.1, 4.2, and 4.3 above.

4.4.1 Auctions

RCW 39.30.045 allows for the purchase of any supplies or equipment at auctions rather than through competitive bidding, if the items can be obtained at a competitive price. This authority allows the City to make a purchase on an internet-based auction service,

such as eBay, as well as through in-person auctions. The City may also use federal, state, or local governmental auctions.

4.~~5~~4.2 Purchasing Surplus Property from Other Governmental Agencies

RCW 39.33.010 allows for the purchase of surplus property from other governmental agencies without regard to bid laws.

4.~~6~~4.3 Contracting for Services with Other Governmental Agencies

RCW 39.04.080 authorizes one public agency to contract with another public agency to perform any function which each agency is authorized by law to perform itself.

4.5 Environmentally-Friendly Purchasing

~~4.7~~4.14 ~~Environmentally-Friendly Purchasing~~

Where appropriate environmentally-friendly products are available and reasonably priced compared to competing products, such environmentally-friendly products are to be purchased by the City. Environmentally-friendly products may include, but are not limited to, products that are: less toxic or hazardous, energy and water efficient, recyclable or made from recycled content or renewable resources, bio-based, sustainably certified, or shipped or made with reduced packaging.

~~4.8~~ 4.5.2 ~~Neonicotinoids~~

~~-~~Pursuant to Resolution No. 2016-11, the City will not purchase landscaping materials, including plants and seeds, that have been treated with neonicotinoids, except for use in: (a) a well-defined research study; or (b) when the life or health of a valuable or significant tree is threatened and neonicotinoid application is the least environmentally impactful option.

~~4.9~~ 4.5.3 ~~Pesticides~~

~~-~~Pursuant to Chapter 16.30 BIMC, the City will not purchase any pesticide, except for those included on the Least Toxic Products List established by Resolution 2003-23 or subsequent resolutions of the City Council.

5.0 PUBLIC WORKS PROJECTS

As defined in RCW 39.04.010, *public works* include ~~(but are not limited to)~~ all work, construction, alteration, repair, or improvement (other than *ordinary maintenance*~~,~~ ~~engineering analysis, and design and other~~and ~~-~~professional services associated with the public works project) executed at the City's cost, or which is by law a lien or charge on any property therein. ~~If the City contracts out for maintenance or repairs, the work is a public work for bidding and prevailing wage purposes.~~

5.1 DEFINING PROJECT COST

The cost of a public works project includes the costs of materials, supplies, equipment, and labor on the construction of that project. Section 2.0 of this manual provides additional guidance on determining project cost.

5.2 BID REQUIREMENTS

Pursuant to RCW 35A.40.210, procedures for any public work undertaken by the City is governed by RCW 35.23.352, which ~~Washington State law (RCW35.23.352)~~ requires the City to call for bids whenever the cost of a public work will exceed $~~65,000~~116,155, if more than one craft or trade is involved. If only a single craft or trade is involved, or if the project is for street signalization or street lighting, bids must be called for if the cost is greater than $~~40,000~~75,500. RCW 35.23.352 also authorizes the City to utilize, at the City's discretion, the small works roster process outlined in RCW 39.04.155, described in more detail in Section 5.6 below.

In accordance with these provisions of state law, t~~T~~he ~~City has established the~~ following ~~additional~~ cost thresholds and bidding procedures apply when the City is soliciting bids for a public works project:~~guidelines for the bidding process:~~

5.3 $0 TO $50,000 – LIMITED PUBLIC WORKS PROCESS

If the estimated cost of the public works project is $0 to $50,000 and the City determines that the work should be performed by contract, the City shall utilize the limited public works process outlined in RCW 39.04.155(3) and described in Section 5.7.

~~5.2.1 Public Works Projects $0 to $5002500: No competitive bidding is needed.~~

~~5.2.2 Public Works Projects $5012501 to $25002000: Solicit 3three informal quotes by telephone/bids (phone or in writing.written). Preference is to use the small works roster.~~

5.4 $50,001 TO $350,000 – FIVE BIDS FROM THE SMALL WORKS ROSTER

If the estimated cost of the public works project is $50,001 to $350,000, then the City shall solicit five written bids from the small works roster in accordance with the procedure set forth in RCW 39.04.155(2), which procedure is described in more detail in Section 5.6.

~~5.2.3 Public Works Projects $2501$20,001 to $10,00050,000: Solicit 3three informal quotes bids by telephone or in writing, preferably from the small works roster.~~

If the estimated cost of the public works project is $250,000 to $350,000, then, i

~~5.2.4 Public Works Projects $10,001 to $35,00050,001: to $350,000: Solicit 3five quotes bids from the small works roster.~~

~~5.2.5 Public Works Projects $35,001 to $150,000: Solicit quotes from at least five contractors on the small works roster in a manner that will equitably distribute opportunities among contractors~~

~~As per~~n accordance with RCW 39.04.155-(2)(c), the City must provide notice to the remaining contractors on the small works -roster that bids are being sought ~~for projects that are estimated to cost between .~~

~~"Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.~~

~~5.2.6 Public Works Projects $150,001 to $300,000: Solicit 5 quotes from small works roster and notify the remaining contractors on the roster that quotes on the work are being sought. $250,000 to $350,000.~~ ~~This~~ The notice can be made by:

- Publishing notice in a legal newspaper in general circulation in the area where the work is to be done; or
- Mailing a notice to these contractors; or
- Sending a notice to these contractors by electronic means such as email or fax.

~~5.2.7 Exception: (~~If the estimated cost of ~~the public works~~the public works~~a~~ project is $250,000 or greater and ~~is~~ funded ~~by~~ in whole or in part ~~with~~ by ~~federal~~Federal funds, ~~a~~then the formal competitive bidding process outlined in Section ~~5.2.5~~6.0 is required~~.~~). This threshold is set by the federal government at 2 CFR § 200.88 and 48 CFR § 2.101 ("Simplified acquisition threshold") and is subject to periodic adjustment for inflation pursuant to 41 U.S.C. § 1908.

5.5 $350,001 OR GREATER – FORMAL COMPETITIVE BIDS REQUIRED

If the estimated cost of the public works project is $350,001 or greater, then the formal competitive bidding process outlined in Section 6.0 is required. ~~5.2.8 5 Public Works Projects More thanthat are $3500,0000: Advertise and call for bids using the formal bid or greater: a formal bidding process. with advertisement is required.~~

~~"Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.~~

~~All contracts are to be awarded to the lowest responsible bidder. RCW 39.04.350 outlines criteria that a bidder must meet in order to be considered responsible.~~

5.~~63~~ Small Works Roster Process

Under RCW 35.23.352 and RCW 39.04.155, the City is authorize~~ds ~~cities ~~to use the~~a small works roster process to award public works contracts estimated to cost~~of~~ less than $~~300~~350,000 ~~or less~~. As described in Section 5.4 above, the City will use the small works roster process outlined in RCW 39.04.155(2) to award contracts for public works projects estimated to cost between $50,001 and $350,000, except as otherwise stated in Section 5.4.

~~Exception: If the public works project is $250,000 or greater and is funded in whole or in part with federal funds, a formal bid process is required. This threshold is set by the federal government at 2 CFR § 200.88 and 48 CFR § 2.101 ("Simplified acquisition threshold") and is subject to periodic adjustment for inflation pursuant to 41 U.S.C. § 1908.~~

~~Using a small works roster provides a streamlined method for soliciting competitive bids for public works projects costing less than $300~~350,000~~.~~

Under RCW 39.04.155, a~~A~~ small works roster consists of all responsible contractors who have requested to be listed~~,~~ and are properly licensed or registered to perform such work in the State of Washington.

As an alternative to creating and maintaining the City's own small works roster for construction of public works projects, the City Manager is authorized to enter into agreements with the Municipal Research and Services Center (MRSC) or any other agency for use of their small works roster, as long as such small works rosters are in compliance with the latest State of Washington rules, regulations, requirements, and laws regarding the establishment, maintenance, and use of small works rosters for public works projects. ~~The City is currently using MRSC's small works roster.~~

A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed, as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes.

~~Performance bonds are required on small works roster projects unless waived as part of the Limited Public Works process. and the City requires bid bonds for small works roster projects with an estimated cost of more than $100,000. Although not required for small works roster projects below that threshold, bid bonds are recommended to ensure that the contractor enters into the contract.~~

~~The City Council will award contracts with a value of more than $50,000.~~

The Public Works Director shall post a list of the contracts awarded using the small works roster at least once a year. The list shall contain the names of the contractors awarded the contracts, the amount of the contracts, a brief description of the type of work performed under the contracts, and the date the contracts were awarded. The list shall also state the location where the bid proposals for the contracts are available for public inspection.

5.~~7~~4 Limited Public Works Process

As stated in Section 5.3, the City shall use the limited public works process to award contracts for public works projects with an estimated cost of $0 to $50,000.

The limited public works process is a type of small works roster process that applies only to ~~contracts~~ public works projects estimated to cost less than $~~35,000~~50,000. To use this process, the City must solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster. ~~This process is described in RCW 39.04.155(3) and allows T~~the City may ~~to~~ waive~~s~~ the payment and performance bond requirements of Chapter 39.08 RCW and the retainage requirements of Chapter 60.28 RCW ~~(further discussed in section 5.8)~~. ~~Consult with the~~Staff shall consult the City Attorney's Office ~~for~~ prior ~~approval when~~ to waiving

~~both~~ either of these requirements. The City must also comply with all requirements specified under RCW 39.04.155(3) regarding the limited public works process.

5.85. UNIT PRICE CONTRACTS

Under RCW 35.23.352(13), the City is authorized to procure public works with a unit priced contract, also known as an "On-Call" public works contract. Unit priced contracts allow the City to contract for anticipated types of public works projects on a recurring basis, where the contractor agrees to supply an indefinite quantity of work at a defined unit price over a fixed period of time.

Unit price contracts are executed for an initial contract term not to exceed three years. However, there is an option of extending the contract for one additional year.

Unit priced contracts must be awarded to the lowest responsible bidder, and unit price contractors must pay prevailing wages in accordance with RCW 35.23.352(13)(e). The City shall comply with all of the requirements of RCW 35.23.352(13) when soliciting bids for and awarding unit price contracts.

5.96 Public Works Performed by City Employees

RCW 35.23.352(1) allows City employees to perform public works projects as long as the project's estimated cost is lower than the bidding limits ($40,00075,500 single craft/trade or $65,000 116,155-multiple craft/trade).

Work performed within the City by other public employees under an interlocal agreement shall also be included in these limits.

The City is required to provide a report to the state auditor of the costs of all public works in excess of $5,000 that are not let by contract (RCW 35A.40.200 and 35.23.352(4)). For any project using City employees in excess of $25,000, the City must publish a description of the project and its estimated cost in the official newspaper at least fifteen days before beginning the work (RCW 39.04.020), except that in circumstances where an emergency is declared, publication of the description and estimate may be made within seven days after the commencement of the work. .

5.6107 Prevailing Wages

The City is required by RCW 39.12.040 to require contractors to pay prevailing wages on all public works contracts.

A "Statement of Intent to Pay Prevailing Wages" must be received from a contractor before any payment is made, and an "Affidavit of Wages Paid" must be received following final acceptance of the work. As for RCW 60.28.011, all projects funded with Federal transportation funds

(whole or in part), must have an "Affidavit of Wages Paid" submitted to the City prior to final acceptance of the project.

5.~~7~~118 Performance and Payment Bonds

Under RCW 39.08.010, ~~mandates that the City require~~ payment and performance bonds are required for every public works contract, except as described below. This ensures that the job will be completed and that all workers, vendors, and subcontractors will be paid.

The bonds shall be executed by a surety company authorized to do business in Washington State, in an amount equal to 100% of the price specified in the contract. The bonds shall be issued on a form approved by the City Attorney's Office.

Payment and Performance bonds are required on small works roster projects. However, ~~F~~for small works roster projects estimated to cost $150,000 or less, ~~contracts of $150,000 or less,~~ the City is allowed, at the option of the contractor, to forego requiring payment and performance bonds~~. Instead, the City may~~ and instead retain 10% of the contract for 30 days after final acceptance, or until receipt of all necessary releases from the Department of Revenue, Department of Labor & Industries, and Employment Security Department, and settlement of any liens filed under ~~RCW~~ Chapter 60.28 RCW, whichever is later (RCW 39.08.010(3). The intent of this exception is to assist small contractors who may have difficulty securing bonds.

The City may waive the payment and performance bond requirements of Chapter 39.08 RCW and the retainage requirements of RCW 60.28.011(1)(a) for contracts awarded through the limited public works process, described in Section 5.7. The City may waive the retainage requirements of RCW 60.28.011(1)(a) for contracts awarded through the small works roster process, described in Section 5.6.

RCW 39.08.015 subjects the City to claims of laborers, materialmen, subcontractors, and mechanics if the required payment and performance bonds are not obtained.

Under RCW 60.28.011(1)(b), the City is ~~prohibits~~ prohibited ~~agencies~~ from withholding retainage on public works projects funded in whole or in part by federal transportation funds. Instead, agencies must rely on the contractor's payment and performance bonds.

5.~~8~~129 Public Works over $1 Million

Under RCW 39.30.060, ~~specifies that in order~~ for all public works projects expected to cost one million dollars or more, the City must require each prime contract bidder to submit as part of the bid, or within one hour after the published bid submittal time, the names of the

subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of: HVAC (heating, ventilation, and air conditioning); plumbing as described in chapter 18.106 RCW; and electrical as described in chapter 19.28 RCW, or to name itself for the work. Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the primare contract bidder's bid nonresponsive and, therefore, void. ~~for their bid to be considered responsive, every bidder for a public works contract of over $1 million must submit (either with their bid or within one hour of the bid submittal time) the names of all subcontractors that will be used for heating, ventilation and air conditioning, plumbing and electrical work.~~

5.~~9~~13~~0~~ Construction Change Orders

Change orders are to be approved in accordance with the cost thresholds outlined in this section, provided that the changes do not increase the project's cost in excess of previously approved budget appropriations.

The City Council must approve any change order that increases a project's cost beyond ~~previously approved~~previously approved budget appropriations.

5.13.1: ~~-~~**Public Work Contract total remains below $~~300~~350,000** – Change orders are to be approved by the City Manager.

5.13.2: **Public Work Contract total moves to $~~300~~350,000 or more, but the total cumulative amount of change orders is 10% or less** – Change orders are to be approved by the City Manager.

5.13.3: **Public Work Contract total moves to $~~300~~350,000 or more and the total cumulative amount of change orders is more than 10%** – Council must authorize the City Manager to approve the revised contract.

In the event unforeseen conditions necessitate an immediate change to avoid a contractor's claim against the City for delays, the City Manager may authorize and direct work irrespective of the limits above, provided any work change directive issued in excess of the City Manager's authority shall be incorporated into a change order and presented to the City Council as soon as practicable.

5.~~10~~ ~~14~~ PROJECT ACCEPTANCE

At the completion of a public works project, as confirmed by the Director of Public Works or designee, the City Manager is authorized to accept the work.

The Director of Public Works, Director of Planning and Community Development, and the Director of Finance, or their designees, are further authorized to sign exoneration and release forms for bonds and other security devices submitted with respect to ~~a~~ project~~.~~ completion.

6.0 FORMAL COMPETITIVE BIDDING PROCEDURES

6.1 PUBLIC NOTICE

~~RCW 35.23.352(1) sets out the advertising requirements for the public works bidding process. For all contracts that require bids,~~Whenever the cost of the public work or improvement, including materials, supplies, and equipment, will exceed the amounts outlined in RCW 35.23.352(1), the same shall be done by contract. All such contracts shall be let at public bidding. For contracts that require a formal competitive bidding process, a notice shall be published in the official newspaper at least 13 days prior to the due date for bids. For all Federal Aid projects as per the LAG Manual Chapter 46.24, an advertisement must run for a three-week period prior to opening of the bids. They must run at least twice, 20 calendar days prior to the last date upon which the bids will be received.

Advertisements for bids should include the following items:

- Title of the project
- Nature and scope of the work
- Materials and equipment to be furnished
- Where contract documents (plans, *specifications*) may be obtained
- Cost to obtain a set of contract documents
- Place, date, and time that bids are due
- Statement that a *bid bond* must accompany the bid
- Statements that the City retains the right to reject any or all bids, and to waive minor irregularities in the bidding process
- Title VI requirements and reference

6.2 BID SPECIFICATIONS

Bid specifications should incorporate a clear and accurate description of the technical requirements for the material, product, or service to be provided ~~purchased~~. Such descriptions should not contain features that unduly restrict competition.

When it is impractical or uneconomical to make clear and accurate description requirements, a "brand name or equal" description may be used. The responsibility of demonstrating to the City's satisfaction that a product is "equal" to that specified shall be on the vendor proposing the substitution.

Requests for approval of substitutions must be made with sufficient time to allow the City to adequately review the proposal, including time for vendors to respond to questions and

requests for additional information or clarification. The City has no obligation to accept proposed substitutions.

Acceptance of a substitute product proposed as an "equal" to that specified will be made in writing. If this acceptance occurs prior to the bid, other bidders will be notified to the extent practical.

6.3 AWARD

The contract will be awarded to the lowest responsive and responsible bidder whose bid meets the requirements and criteria included in the invitation for bids, or all bids will be rejected. However, in accordance with RCW 35.23.352(2), if the City issues a written finding that the lowest responsive and responsible bidder has delivered a project to the City within the last three years which was late, over budget, or did not meet specifications, and the City does not find in writing that such bidder has shown how they would improve performance to be likely to meet project specifications, then the City may award the contract to the second lowest responsive and responsible bidder whose bid is within five percent of the lowest bid. If in any year a contract is awarded to the second lowest responsive and responsible bidder in this manner, the City will prepare an annual report as required under RCW 35.23.352(14).

~~RCW 39.04.350 outlines criteria that a bidder must meet in order to be considered responsible. The City may not negotiate with any of the bidders.~~

RCW 39.04.350 ~~established~~establishes bidder responsibility criteria. Before the City may accept a Contractor's bid, the contractor must:

- Be a registered contractor at the time of bid submittal (RCW 18.27.020)
- Have a current Unified Business Identifier (UBI) number
- Have industrial insurance coverage
- Have an employment security department number
- Have a state excise tax registration number
- Have never been disqualified from bidding under RCW 39.06.010 or 39.12.065(3)

The City also requires that the contractor must:

- Have or agree to obtain a current City business license
- Be current with all applicable licenses, taxes, and fees owed to the City of Bainbridge Island

In addition, the City adopts the following supplemental criteria which may be used in connection with specified projects:

- The ability, capacity, and skill of the bidder to perform the contract or provide the service required
- The character, integrity, reputation, judgment, experience, and efficiency of the bidder
- Whether the bidder can perform the contract within the time specified
- The quality of performance of previous contracts or services
- The previous and existing compliance by the bidder with laws relating to the contract or services
- Such other information as may be secured having a bearing on the decision to award the contract

When using the supplemental criteria described above, the City will include the supplemental criteria in the bidding documents, together with a basis for evaluation, deadline for bidder to submit responsibility documentation, and deadline for bidder to appeal a "not responsible" determination.
~~Contracts over $50,000 are awarded by the City Council.~~

When a trade-in option exists and is in the City's best interest, the price offered on the trade will be considered when determining the lowest responsive and responsible bid.

RCW 39.30.040 allows any local sales tax revenue generated by the purchase to be considered in determining the lowest responsive and responsible bid. Other preferences favoring local businesses are not permitted.

6.4 Cancellation

An invitation for bids may be cancelled. Additionally, the City (at ~~is~~its sole discretion) may choose to reject any or all bids, in whole or in part, except as otherwise provided under state or federal law or as conditions of receiving state or federal funding.

6.5 Submittal of Bids

Bids will be submitted as specified in the invitation for bid by the appointed date and time listed in the invitation. Each bid will be ~~dated~~dated, and time stamped as it is received. Late bids will not be accepted. If the bid is a sealed bid, all qualified bids will be opened and read aloud publicly at the appointed time.

No City representative shall inform a contractor of the terms or amount of any other contractor's bid for the same project prior to the bid opening date and time. Once bids have been submitted (and opened, if the bids are sealed), the City may not negotiate with bidders. The contract must be awarded to the lowest responsive and responsible bidder, or else all bids must be rejected.

A written record shall be made of each contractor's bid on a project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations shall be recorded, open to public inspection, and available by ~~telephone inquiry~~electronic request.

Original specifications and the original bid responses will be retained for review and audit as required.

6.6 Bid Security

In accordance with RCW 35.23.352(1), each bid submitted through a formal competitive bidding process shall be accompanied by a bid security for a sum of not less than five percent of the amount of the bid. The bid security may be in the form of a cashier's check, postal money order, or surety bond provided by a surety company that is authorized to do business in Washington State in a form approved by the City Attorney's Office. No bid solicited through a formal competitive bidding process shall be considered unless accompanied by such a bid security. ~~shall be required for all competitive bidding for public works contracts, and shall be included in the bid package. Security shall be in the form of a bond with a value of at least 5% of the amount of the bid, provided by a surety company that is authorized to do business in Washington State, or the equivalent in cash or certified check.~~

~~Bid bonds are~~

A bid security is only required for bids solicited through a formal competitive bidding process. A bid security is not required for ~~not required when small works procedures are used~~bids solicited through the small works roster process, limited public works process, or through the procedures described in Sections 5.3, 5.4, and 5.5 ~~for projects~~.

However, if a public works project is estimated to be $250,000 or greater and will be funded in whole or in part with federal funds, a formal competitive bidding process, that which requires a bid security, is required.

~~Bid~~A bid ~~security shall be required on all bids for materials, supplies, and equipment only if it is determined to be necessary.~~

~~When the invitation for bids requires submittal of bid security, noncompliance will result in rejection of the bid.~~

If a bidder is permitted to withdraw a bid before award, its bid security shall be returned.

6.7 Non-Collusion Affidavit

Each bidder shall be required to warrant that their bid is genuine, and that they have not entered into collusion with other bidders, by submitting with their bid an executed and notarized affidavit on a form approved by the City Attorney.

7.0 PROFESSIONAL SERVICES

Professional services[1] are services which provide professional or technical expertise to accomplish a specific study, project, task, or other work statement.

Professional services include, but are not limited to:

- Architectural, engineering, or design surveying services
- Accounting and auditing
- Bond or insurance brokerage
- Consulting services
- Legal services
- Real estate appraisal or title abstracts
- Relocation assistance
- SurveyingDesign
- Soils analysis or core testing

7.1 COMPETITIVE PROCESS

Under Chapter 39.80 RCW, aA competitive process is required for all architectural, engineering, or surveying services. This competitive process is further outlined in Section 8.0. It is recommended, but not required, to follow the same process for all other professional services. but not required for professional services, other than professional architectural engineering, or surveying services (see Section 8.0 for procedures to be followed when obtaining these services). The contract approval levels outlined in Section 3.0 still apply.

7.2 CONSULTANT SOLICITATION OF PROPOSALS

Except as required under Chapter 39.80 RCW, the City may use, as the first step in the evaluation and hiring of a consultant to provide professional services, the Municipal Research and Services Center's (MRSC) annual roster or advertise request a Request for Qualifications (RFQ). By first reviewing qualifications of consultants on MRSC's consultant roster, or reviewing qualifications from solicited consultants via an advertised RFQ, to the City can narrow down and choose a consultant that is best qualified to do provide the needed professional services. as an initial submission or together with a Request for Proposals (RFP) in connection with a formal solicitation. An RFQ asks a company to submit their general capabilities, list of principal

[1] MRSC uses the terms "personal services" and "architecture and engineering services" in their contract guidelines.

~~employees, previous projects, and other qualifications for a project.~~ After firms are narrowed down, a~~An~~ Request for Proposal (~~-~~RFP) is then requested. ~~a~~ Each proposal ~~sks a company to both submit their qualifications and a proposed~~ should outline the firms scope of services that includes information on their recommended schedule and deliverables, ~~for a specific project, including information on the schedule and deliverables.~~

An RFP should include:

- a detailed scope of work describing the project tasks
- an estimated budget
- an estimated schedule
- evaluation criteria
- instructions regarding the submittal information (page limitations, number of copies, etc.)
- proposal deadline
- copy of agreement for professional services

A department director may evaluate proposals for smaller projects, but a review panel of at least three employees is recommended for more complex projects. City staff should review all submittals received prior to the deadline to ensure they comply with the requirements of the RFP. The director or review panel should then use ~~the~~ evaluation criteria to ~~evaluate~~ score each firms proposal.

Agency g~~G~~uidelines for ~~issuing~~ RFPs and RFQs are as follows:

~~**Dollar Threshold**~~**Estimated Cost for Services:** $0 to $25,000
~~**Competitive**~~ **Process:** Minimal ~~competition~~Solicitation
Major Activities:

- RFQ: Select 1-3 qualified firms ~~(1-3)~~ based on established criteria from MRSC roster or~~OR~~ from the consultants who responded to ~~thea Request for Qualifications~~RFQ, if advertised ~~advertisement. for statements of qualifications and proposals from interested firms~~

  RFP: Ask for proposals from the selected firm(s).
- Select most qualified firm.
- Negotiate a contract with the firm deemed the most highly qualified.
- Document the process.

~~**Dollar Threshold**~~**Estimated Cost for Services:** $25,~~000~~ 001 to $100,000
~~**Competitive**~~ **Process:** Informal ~~Competition~~ Solicitation
Major Activities:

- RFQ: Select 3-5 qualified firms based on established criteria from MRSC roster or from consultants who responded to an RFQ, if advertised.
  ~~or~~~~OR advertise for statements of qualifications and proposals from interested firms~~

- RFP: Prepare ~~written solicitation~~an ~~request for proposals~~RFP, including, at a minimum:~~,~~ description of services required, project schedule, ~~request for consultant's qualifications and/or ,~~ estimated budget, ~~non-price proposal~~ instructions on submittal information, and due date for the responses. Send RFP to the 3-5 qualified firms previously identified.
- ~~Send to a minimum of 3 firms~~
- Evaluate responses and select most qualified firm
- Negotiate a contract with most qualified firm
- Document the process for file, including selection criteria, names of firms considered, all responses to RFP, basis for award decision, and copy of contract

~~Dollar Threshold~~Estimated Cost for Services: Over $100,~~000~~001
~~Competitive~~ Process: Formal ~~Competition~~Solicitation
Major Activities:

- RFQ: Prepare a formal RFQ, and advertise the RFQ by, at a minimum, publishing legal notice in the City's newspaper of record and by posting the RFQ on the City's website. ~~solicitation document (RFP or RFQ/RFP~~RFQ~~)~~
- ~~Publish legal notice in major daily newspapers~~
- ~~Post solicitation document on City website~~
- RFQ: Develop score sheets for use by evaluators and evaluate responses to RFQ. ~~consultant qualification submittals~~
- RFP: Issue RFP ~~or RFQ/RFP~~ to a minimum of six firms.
- Conduct pre-proposal conference, if required in RFP. ~~or RFQ/RFP and issue addendum~~
- Provide answers to ~~bidders'~~ consultant questions via addenda and post on website.
- Date and time stamp proposals received by the due date.
- Evaluate proposals strictly against criteria set forth in the RFP ~~or RFQ/RFP~~ and score. Use 3 evaluators for scoring and score proposals using score sheets. Tabulate scores and determine ranking of ~~proposers~~consultants.
- Schedule and conduct oral interviews of top finalists, if desired.
- Determine final scoring and select most qualified firm.
- Notify successful and unsuccessful firms.
- Negotiate a contract with most qualified firm.
- Conduct debriefing conferences with unsuccessful proposers, if requested.

8.0 ARCHITECTURAL, ENGINEERING, AND SURVEYING SERVICES

Services for professional architectural (including landscape architectural), engineering, or surveying services are procured using the qualifications-based selection requirements in Chapter 39.80 RCW. Examples include architectural blueprints, road design, and sewer and water system design. The requirements outlined in that chapter, as stated in these guidelines, or as may be amended by the State Legislature, must be carefully followed.

8.1 ANNUAL ROSTER

As an alternative to creating and maintaining the City's own annual roster for the procurement of architectural, surveying, and engineering services, the City Manager is authorized to enter into agreements with the Municipal Research and Services Center (MRSC) and/or any other agencies for use of their annual rosters as long as such rosters are in compliance with the latest state of Washington rules, regulations, requirements, and laws regarding the procurement of architectural, surveying, and engineering services. ~~The City currently uses MRSC's~~the MRSC ~~roster.~~

The City encourages architectural, engineering, and surveying firms to submit to MRSC a statement of qualifications and performance data annually. When services are needed, the City will evaluate current statements of qualifications and performance data on file. The City continues to have the option to formally advertise for consultant qualifications aside from using the MRSC roster. ~~with those submitted by other firms regarding a proposed project.~~

8.2 CONTRACT NEGOTIATIONS

Discussions will be conducted with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. Using criteria established by the City for the project, category, or type of services needed, a professional services contractor will be selected that is deemed to be the most highly qualified to provide the services required for the proposed project. See Section 7.2 for the RFQ and RFP process. RFPs for architectural, engineering, and surveying services may not request a price. The City must select the most qualified firm and then negotiate a price for the project.

The City will negotiate a contract with the most qualified firm at a price that the City determines is fair and reasonable. In making its determination, the City will ~~take into account~~consider the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the service to be provided. If the City is unable to negotiate a satisfactory contract with the firm selected at a price that is determined fair and

reasonable, negotiations with that firm will be formally terminated. Another firm will then be selected, and the process continued until an agreement is reached or the process terminated.

~~Contracts for these services will be approved in accordance with the contract approval levels outlined in Section 3.2.~~

9.0 CONTRACT AMENDMENTS

The City Manager may execute an amendment to a contract without City Council approval, provided that the amendment:

- Simply extends the time of completion for a project~~. Such an extension can be for up to one year from the original termination date of the contract~~;~~.~~
- Provides for a cost increase that does not exceed 10% of the original contract cost (or $50,000, whichever is greater), and is ~~supported by~~within the ~~City's~~approved budget; or~~.~~
- Is solely for "On-Call" services to ensure compliance with City Codes and regulations by development applications and studies associated with development applications, when the cost of the work performed is recovered from applicant reimbursements or ~~applications~~application fees. Examples include agreements for geotechnical studies and traffic impact analysis.

All changes to the scope of work must be done by contract amendment. Substantial changes to the scope of work must be submitted to the City Attorney for a determination as to whether the work should be ~~awarded as~~ a new contract.

This section does not apply to contracts for public works projects. Amendments to contracts for public works projects shall be in the form of a change order approved in accordance with Section 5.13.

10.0 ~~SOLE SOURCE~~COMPETITIVE BIDDING EXEMPTIONS AND EMERGENCIES

Under RCW 39.04.280, competitive bidding requirements may be waived for:

a. Purchases that are clearly and legitimately limited to a single source of supply;
b. Purchases involving special facilities or market conditions;
c. Purchases in the event of an emergency;
d. Purchases of insurance or bonds; and
e. Public works in the event of an emergency.

~~Situations may occur when competition among multiple vendors is not practical. These situations, as outlined in RCW 39.04.280, include:~~

- ~~There is clearly and legitimately only one source capable of supplying the good or service in a timely fashion.~~
- ~~There are special circumstances or market conditions that result in only one appropriate source. (This includes parts and services for equipment, and technical support for computer software or hardware, that the City is already using. Other costs associated with a potential purchase, such as the need for additional staff training, may also be considered.)~~
- ~~Purchases of insurance or bonds.~~
- ~~In the event of an *emergency*.~~

Purchases may be made from a *sole source* vendor without soliciting other quotes or bids. In non-emergency situations, written documentation demonstrating the appropriateness of a sole source purchase shall be submitted to the Finance Department in advance of the purchase. Finance (and the City Attorney, when needed) will evaluate whether a vendor can legitimately be defined as a sole source.

Purchases involving special facilities or market conditions may be made without soliciting quotes or bids. In non-emergency situations, written documentation demonstrating the appropriateness of a purchase involving special facilities or market conditions shall be submitted to the Finance Department in advance of the purchase. Finance (and the City Attorney, when needed) will evaluate whether special facilities or market conditions legitimately exist.

In accordance with RCW 39.04.280 and Chapter 2.44 BIMC, if an *emergency* exists, the City Council, the City Manager, the Finance Director, or the person(s) designated by the City Manager to act in the event of an emergency may:

- Declare that an emergency situation exists.
- Waive competitive requirements.
- Award, on behalf of the City, contracts necessary to address the emergency ~~situation~~ (including, but not limited to, contracts for architectural and engineering services).

Chapter 2.44 BIMC contains additional provisions relating to emergency management. RCW 39.04.280 requires that a written finding of the existence of an emergency be made and entered into the public record no later than two weeks following the award of the contract. In accordance with BIMC 2.44.110, such written findings authorizing the emergency procurement shall be presented to the City Council for ratification and confirmation, modification or rejection. However, all emergency procurements under this section shall be considered to be in full force and effect until the City Council acts otherwise.

See the Emergency Operations Center (EOC) Manual for additional information on the resource request process used in the EOC during emergencies

11.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS

RCW 39.34.030 allows the City to join with other governmental agencies for the purchase of supplies, equipment, or services. This is done by entering into a written Intergovernmental Cooperative Purchasing Agreement (also known as an "Interlocal Agreement").

Prior to making a purchase under such an agreement, the City must ensure that the procedure used by the agency that originally awarded the bid, proposal, or contract is allowable with the City's purchasing policy. The originating agency must also have fulfilled one of two additional public notice requirements:

- Posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations.
- Provided an access link on the state's web portal to the notice.

The City may also make a bid call with another government entity as a joint purchase that complies with the procurement requirements of both jurisdictions.

When practical, the City should include language in its solicitations that allows other public agencies to purchase from City of Bainbridge Island's contracts or purchase orders, provided that other agencies provide similar rights and reciprocal privileges to the City of Bainbridge Island.

Pursuant to RCW 39.34.030, the City may make purchases through state contracts. The City has signed a Master Contracts Usage Agreement with the Department of Enterprise Services ("DES"). The DES' webpage provides information and instructions for making purchases with the state contract.

The City Council shall approve all Intergovernmental Cooperative Purchasing Agreements.

12.0 VENDOR RELATIONS

12.1 CODE OF ETHICS

Employees will follow applicable personnel policies in this subject area.

12.2 QUOTE OR BID REVISIONS

If a vendor is permitted to submit a revised quote or bid, other competitors will be given the same opportunity. Bidders are expected to offer their best bid first~~,~~ and offering an opportunity to re-quote should be done only when ~~absolutely~~ necessary.

12.3 SAMPLES

When vendors offer samples for evaluation, they will be accepted only under the following conditions:

- The sample is accepted as property of the City.
- The product is of a type presently in use by the City~~,~~ or is of potential use. Samples of goods not likely to be purchased are not to be accepted.
- The quantity or size of the sample is relatively small and of minimal value.
- Any chemicals offered as vendor samples shall not be accepted unless accompanied by an OSHA product safety data sheet or material safety data sheet (MSDS).
- If vendor samples are accepted, they must be sent to the appropriate location or department for testing.
- Samples that are requested for evaluation must be purchased.

12.4 LOCAL BUSINESS PARTICIPATION

The City will take affirmative steps not only to encourage local businesses to apply to participate in the procurement process, but to the extent legally possible, the City will consider the use of those local businesses.

13. ~~VENDOR APPEALS~~BID PROTESTS

A bidder wishing to protest the City's award of a contract for a public works project that was the subject of competitive bidding must strictly follow the procedures described below. To the extent that these procedures are not followed, the City will not review a bid protest submitted by a bidder.

~~Vendors may appeal or protest a proposal solicitation or award of contract issued by the City of Bainbridge Island, provided that the vendor strictly follows the procedures described below.~~

13.1 REQUESTS FOR COPIES OF BIDS RECEIVED BY CITY

In accordance with RCW 39.04.105, within two business days of the bid opening on a public works project that is the subject of competitive bids, the City will provide, if requested by a bidder, copies of the bids the City received for the public works project. The City will not execute a contract for the public works project for two full business days from the date that copies of the received bids were provided. Intermediate Saturdays, Sundays, and legal holidays are not counted as "business days."

~~Prior to the deadline for submitting bids or proposals, vendors may appeal or protest specifications, terms, or requirements. After the deadline for submission of bids or proposals, vendors may appeal or protest the award or pending award to the apparent low bidder, or the selection of the apparently most advantageous proposal.~~

13.~~2~~1 PROCEDURES FOR ~~INITIAL~~ SUBMISSION OF A ~~APPEAL OR~~BID PROTEST

All bid protests must be filed in writing with the City Clerk and must be submitted no later than: two full business days following bid opening, if no bidder requested copies of the bids received for the project; or two full business days following the date on which the City provided copies of the bids to requesting bidders. Intermediate Saturdays, Sundays, and legal holidays are not counted as "business days."

~~The appeal or protest~~All bid protests must:

- Be submitted in writing;
- Explicitly identify itself as ~~an appeal or~~a bid protest;
- Explicitly identify the bid/project/request for which the ~~appeal or~~ protest is made;
- Explicitly state all reasons and bases in law and fact supporting the ~~appeal or~~ protest; and ~~(including, but not limited to, identification of any and all specifications, terms, requirements, or conditions to which the vendor objects);~~

- Include any and all supporting documents~~; and~~.
- ~~Be filed with the City Clerk within the following deadlines:~~
  - ~~For appeals or protests involving specifications, terms, conditions, or requirements, no later than 7 business days prior to the bid deadline.~~
  - ~~For appeals or protests involving an award or pending award – no later than 5 business days after the award is made.~~

13.~~3~~2 Consideration of Initial Appeal or Protest

~~A vendor's initial appeal or protest~~Submitted bid protests complying with the requirements outlined above will be reviewed by the City Manager, the City Attorney, and the ~~Director of the procuring department~~Public Works Director~~, and the Finance Director~~, or their designees.

The ~~initial appeal or~~bid protest will be decided based upon the written materials, supporting documents, and other information ~~obtained by those reviewing the appeal or~~submitted with the bid protest as well as other records or information known to the City relating to the public works project in question. In the event that a meeting or conference with the ~~appellant or protestor~~protesting bidder would materially assist the City in making its decision, a meeting may be scheduled at the discretion of the City Manager or their designee.

Only those issues identified by the ~~appellant or protestor~~bidder in the ~~initial~~ written ~~appeal or~~ protest filed with the City Clerk will be considered. The City Attorney or their designee will issue a written decision no later than 10 business days after the filing of the ~~initial appeal or~~bid protest with the City Clerk, which shall be the final decision of the City on the bid protest.

~~13.3 Appeals from Denial of Initial Appeal or Protest~~

~~A vendor may only appeal the City's initial decision by following the procedures described in this section. The appeal will be decided by the City Council.~~

~~The appellant or protestor must file the appeal or protest in writing with the City Clerk no later than 7 business days after the date of the City's written decision. The appeal must state the basis in law for the appeal, include a copy of the initial appeal or protest, and the decision from which the appellant or protestor appeals, and state whether the appellant requests time to appear before the Council to present the appeal.~~

~~Council will not consider any issues that were not raised in the initial appeal or protest. At its sole discretion, Council may decide to allow the appellant to make any presentation other than~~

~~the written submission if the Council finds that such a presentation would materially aid its decision.~~

~~Council may form a committee of less than the entire Council to consider the appeal and recommend a decision to the entire Council.~~

~~The Council's decision shall be final and binding.~~

14.0 SALE OR DISPOSAL OF CITY PERSONAL PROPERTY

14.1 AUTHORIZATION

The City Manager may authorize the sale or disposal of personal property owned by the City ~~property~~, provided that the property is no longer needed and that notice of intention to sell is given as provided in this section. The personal property will be deemed as surplus or scrap.

Permission must be obtained from the grantor before selling or disposing of any personal property which was purchased with grant funding. Failure to obtain permission could obligate the City to repay grant funding used to purchase the personal property.

Section 14 does not address the sale or disposal of real property owned by the City.

14.2 SALE VERSUS DISPOSAL

Sales of surplus items to other governmental agencies may occur via private sale. Other sales of surplus items shall be sold via public auction. It is the City's policy to utilize third-party auction services rather than conduct the auction itself.

Scrap may be sold via public auction, via private sale at prices established by current market conditions~~,~~ or may be disposed of if there is not a viable market. The City Manager may donate items with a nominal value to a charitable organization which is tax exempt pursuant to Internal Revenue Code Section 501(c)(3).

14.3 TRADE-INS

Trade-in of old equipment to upgrade similar or reasonably related equipment is permitted when it is in the best interest of the City. The requesting Department Director shall be responsible for the sale, trade, or other disposition of surplus property and scrap belonging to the City of Bainbridge Island when used for a trade-in.

14.4 PUBLIC NOTICE OF SALE

If the City opts not to use a third-party auction service and instead chooses to conduct an auction itself, the notice of intent to sell surplus or scrap at a public sale shall be published once a week for two consecutive weeks in the City's official newspaper immediately prior to the sale. The notice shall state the time and place at which the property will be sold. Any other reasonable means to attract potential buyers to the sale may be used in conjunction with the notice posted in the official newspaper.

14.5 Conflict of Interest

Because City employees have more information than the general public about City property to be auctioned and an appearance of fairness is necessary to maintain the public trust, employees, their spouses, and their agents are not permitted to bid on or buy personal property auctioned or sold directly by the City.

14.6 Inventoried Items

Surplus, scrap, or trade-in of any inventoried item will be confirmed by the employee responsible and approved by the Department Director. A Property Disposition form will be completed and submitted to the Finance Department.

Each Department will be responsible for storing and retaining an inventory of such property until issued disposition instructions.

15.0 ADDITIONAL SIGNING AUTHORITY

15.1 GRANTS

If a grant would require the City to contribute more than $50,000 in material matching dollars ~~or impact policy~~, then the City Manager~~, or designee,~~ will seek City Council approval prior to applying. The City Manager will bring grant opportunities the City Manager becomes aware of to the full City Council. The City Council may also initiate the process of pursuing a grant. If other entities, such as non-profit organizations or community interest groups, wish to apply for a grant on behalf of the City, the group must first obtain the approval of City Council.

The City Manager, or designee, is authorized to execute all required agreements and documents with a grant-issuing agency to effectuate any grant approved or accepted by the City Council.

Amendments to grants that simply extend the term of the grant may be approved by the City Manager.

15.2 INTERLOCAL AGREEMENTS

All interlocal and interagency agreements must be approved by City Council. Amendments to interlocal agreements that simply extend the term of the agreement may be approved by the City Manager.

15.3 REAL PROPERTY

Contracts and agreements that relate to real property (other than as described below) must be approved by the City Council.

The City Manager is authorized to enter into leases of real property where the rent does not exceed $50,000 total over the term of the lease; Provided, that the City Council's approval is required for all leases of real property that are for a term of more than five (5) years.

The City Manager is authorized to enter into licenses, permits, or other agreements in order to manage the use of the City's right-of-way. Any such license, permit, or other agreement shall contain the provisions set forth in Resolution No. 2013-09.

The City Manager, Director of Public Works and Director of Planning and Community Development are authorized to accept dedications, easements, rights-of-way, fee estates, or other interests in real property for use by or on behalf of the city. Pursuant to this authority, the City Manager, the Director of Public Works, or the Director of Planning and Community

Development are each authorized to sign and accept delivery of real property acquisition documents on behalf of the City.

The Director of Planning and Community Development is further authorized to sign and accept documents relating to any notice to title recorded with Kitsap County in connection with the Critical Areas ordinance.

15.4 Settlement Authority

The City Manager is authorized to sign settlement agreements requiring the City to pay less than $50,000 to resolve and settle any damage claims or suits against the City and to execute all necessary documents pursuant to the resolution of such claims. The City Manager shall have the further authority to approve the issuance of checks pursuant to the resolution of such claims. Claims settled by the City Manager under this authority will be reported to the City Council at the next City Council meeting following the settlement.

16.0 COMPLIANCE WITH POLICY

A violation of any of the provisions of this policy may result in discipline to the individual involved where, in the opinion of the City Manager (in the case of employees) or the City Council (in the case of ~~an elected official or~~the City Manager), such discipline is in the interest of the public and good government.

Officers and employees should be aware of possible personal penalties, termination, and financial liability for intentional or willful violation of competitive bidding laws. RCW 39.30.020 states (emphasis added):

> In addition to any other remedies or penalties contained in any law, municipal charter, ordinance, resolution, or other enactment, any municipal officer by or through whom or under whose supervision, in whole or in part, any contract is made in willful and intentional violation of any law, municipal charter, ordinance, resolution, or other enactment requiring competitive bidding upon such contract shall be held liable to civil penalty of not less than three hundred dollars and may be liable, jointly and severally, with any other such municipal officer for all consequential damages to the municipal corporation. If, as a result of a criminal action, the violation is found to have been intentional, the municipal officer shall immediately forfeit their office. For purposes of this section "municipal officer" shall mean an "officer" or "municipal officer" as those terms are defined in RCW 42.23.020(2).

17.0 SUMMARY OF ~~PURCHASING~~ PROCUREMENT GUIDELINES

PUBLIC WORKS PROJECTS

Estimated Cost	Signing Authority	Purchase/Bidding Process	Contract Mechanism
$0 - ~~$500~~2500 ~~$501 - $2500~~$2501 - $20,000	Public Works Director	Limited Public Works Process~~No competition needed~~ ~~Solicit 3 bids. It is preferred to use the Small Works Roster for solicitation but not required.~~ ~~Minimal competition – call for 2-3 quotes/bids (phone or written)~~	~~Estimate/Invoice~~ ~~Small Project~~Limited Public Works Contract ~~–~~ 20k
~~$2501 -~~ $~~1~~200,001 - $50,000	City Manager	~~Minimal competition – call for 2~~ ~~Solicit 3 quotes/bids (phone or written) at a minimum via the~~from ~~small works roster~~ Limited Public Works Process	Limited Public Works Contract – 50k
~~$10,001 - $35,000~~ $~~35~~50,001 - $~~50~~350,000	~~City Manager~~ City Council ~~City Council~~	Solicit ~~35 quotes/~~bids from small works roster. Must provide notice to other appropriate contractors on the roster for projects estimated to cost $250,000 - $350,000. ~~Solicit 5 quotes/bids from small works roster. Provide notice to others on roster for projects $150,000 or more.~~	~~Limited Public~~Small Works Contract ~~Small Works Contract~~
~~$50,001 - $300,000~~$250,000 or greater (funded by whole or in part by Federal Funds)		Formal competitive bidding process with advertisement ~~Formal bidding process with advertisement~~	Formal Bid Contract ~~Formal Bid Contract~~
$~~300~~350,001 - Greater			

- All equipment, supplies, and materials purchased separately but as part of the Public Work project, will be part of the aggregate cost of all phases of the project when determining the applicable bid process to be used. Municipalities may not break public works projects into separate phases or parts to avoid compliance with bidding statutes (RCW35.23.352(1))

Exception: If the public works project is $250,000 or greater and is funded in whole or in part with federal funds, a formal bid process is required. This threshold is set by the federal government at 2 CFR § 200.88 and 48 CFR § 2.101 ("Simplified acquisition threshold") and is subject to periodic adjustment for inflation pursuant to 41 U.S.C. § 1908.

Purchasing

This matrix is to be used for purchasing charges that includes, goods, equipment, materials, and supplies that are **not** part of a pPublic wWorks project (telecommunications is not included and is governed by RCW 39.04.270). For items that are defined as a purchased service, please see "Non-professional Services" matrix. For purchases relative to a public works project, please see "Public Works Projects."

Purchasing Procedure	Signing Authority	Purchase $1015,000 Or Less	Purchase $1015,001 - $50,000	Purchases ~~Over~~ $50,001 and over
Direct Negotiations ~~– Informal~~	Directors	X		
Quotes (recommend obtaining 3 quotes when possible,~~minimum~~) Telephone, fax, or email ~~– Informal~~	City Manager		X	
~~Bids~~ Quotes (3 vendors should be solicited~~3 minimum~~) Must be in writing ~~– Formal Competitive Bid~~	City Council			X

Non-Professional Services

(Purchased Services)

Non-~~–~~Professional Services shall be described as services provided by ~~vendors~~a vendor for routine, necessary and continuing functions of a local agency, relative to a physical activity. Examples include courier, janitorial, disposal, vehicle inspection repair or up-fitting, office furnishing install.

Non-Professional Services is not pPublic wWorks, therefore can be let by using a solicitation, evaluation, and award process based on qualifications and price.

Note that prevailing wages may need to be paid in connection with the contract. To verify if Labor and Industries will require prevailed wages for the service being provided, please contact L & I directly for assistance.

~~Bidding~~Purchased Service Procedure	Signing Authority	~~Purchase~~Services $~~10~~15,000 or Less	~~Purchase~~ Services $~~10~~15,001 - $50,000	~~Purchase Over~~Services $50,001 ~~-~~ greater
Qualifications/ Price Direct Negotiations ~~— Informal~~	Directors	X		
Qualification /~~Quotes~~Price (recommend obtaining 3 ~~minimum~~quotes when possible) Telephone, fax or email ~~— Informal~~	City Manager		X	
~~Bids (3 minimum) Must be in writing — Formal Competitive Bid~~Qualification /Price (3 vendors should be solicited) must be in writing.	City Council			X

PROFESSIONAL SERVICES

(~~PERSONAL SERVICES AND~~ ARCHITECTURE ~~&~~, ENGINEERING AND SURVEYING SERVICES AND OTHER SERVICES THAT ARE PERFORMED)

~~RCW~~ Chapter 39.80 RCW must be followed for architectural, engineering, and surveying services (see Section 8.0) and price may not be considered in the initial selection process.

Estimated / Anticipated Agreement Amount	Signing Authority	Recommended Solicitation Process
$25,000 or Less	City Manager	Minimal competition ~~needed~~. Contact 1-3 qualified firms.
$25,001 to $50,000		Informal competition. Prepare RFQ/RFP and contact 3-5 qualified firms.
$50,001 to $100,000	City Council	
Over $100,000		Formal competition. Prepare RFP/RFQ and advertise.

Commented [KG1]: In 2.1 the verbiage is Anticipated. Not sure if we should try and use Estimated, or the term Anticipated.

18.0 GLOSSARY

Appropriation - City Council authorization to expend funds for a specific purpose.

Bid – The executed document submitted by a bidder in response to a notice inviting bids, a proposal, or a request for quotations.

Bid Bond – A bond or deposit submitted with a bid, for a sum not less than 5% of the bid amount (including sales tax). Designed to help ensure that a bid has been made in good faith and that the bidder will enter into a contract if a bid is accepted.

Bidder – A person or legal entity who submits a bid in response to a solicitation.

Change Order – Written modification or addition to a purchase order or contract authorized by the appropriate authority.

Competitive Bidding – The submission of prices by individuals or firms competing for a contract, privilege, or right to supply merchandise or services.

Contract – A verbal or written, legally binding mutual promise between two parties.

~~*Designee* – A duly authorized and appointed representative of an employee that holds a superior position to the person appointed to represent him or her.~~

~~*Emergency* – Unforeseen circumstances beyond the City's control that present a real, immediate threat to the proper performance of essential functions, or that will likely result in material loss to property, bodily injury, or loss of life if immediate action is not taken.~~

~~*Lowest (Responsive and) Responsible Bidder* – The bidder submitting the lowest price that is also capable of performing the proposed contract. See also "responsive bidder" and "responsible bidder."~~

~~*Non-Professional Services* or *Purchased Services* – Services provided by vendors for routine, necessary and continuing functions of a local agency, relative to a physical activity. Examples include, but are not limited to:~~

- ~~Courier services~~
- ~~Janitorial services~~
- ~~Disposal services~~
- ~~Vehicle inspection, repair or up-fitting~~
- ~~Office furnishing installation~~
- ~~HVAC system maintenance~~

~~*Non-Responsive Bid* – A bid that does not conform to the essential requirements of the notice inviting bids.~~

~~*Ordinary Maintenance* – Work not performed by contract and that is performed on a regular basis (daily, weekly, monthly – but not less than once per year) to service, check or replace items that are not broken. Also defined as work not performed by contract that is not regularly scheduled, but is required to maintain an asset so that repair does not become necessary.~~

~~*Prevailing Wages* – The hourly wages, usual benefits, and overtime paid in the largest city in each county to the majority of workers, laborers, and mechanics. Prevailing wages are established by the Washington State Department of Labor and Industries for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.~~

~~*Professional Services* – Services which provide professional or technical expertise to accomplish a specific study, project, task, or other work statement. Examples include, but are not limited to:~~

- ~~Architectural, engineering or design services~~
- ~~Accounting and auditing~~
- ~~Bond or insurance brokerage~~
- ~~Consulting services~~

- Legal services
- Real estate appraisals or title abstracts
- Relocation assistance
- Surveying
- Soils analysis or core testing
- Water quality monitoring

Public Work – All work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or which is by law a lien or charge on any property therein.

Quotation – A statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective purchaser, usually for purchases below the amount requiring formal bidding. For professional service contracts, quotes would typically include the qualifications of the provider and may or may not include pricing information depending on the situation.

Request for Proposal (RFP) – All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals. The RFP procedure permits negotiation of proposals and prices, as distinguished from competitive bidding and a notice inviting bids. The procedure allows changes to be made after proposals are opened and contemplates that the nature of the proposals and/or prices offered will be negotiated prior to award.

Request for Quotation/Qualification (RFQ) – A document generally used for obtaining a summary of qualification from prospective providers of professional services.

Responsible Bidder – A person or legal entity who has the capability in all respects to perform in full the contract requirements, and the integrity and reliability which will assure good faith performance.

Responsive Bidder – A person or legal entity who has submitted a bid conforming in all material respects to the terms and conditions, specifications and other requirements in a request for bids.

Scrap – Any equipment or material which cannot service its original purpose.

Sealed Bid – A bid which has been submitted in a sealed envelope to prevent is contents from being revealed before the deadline for the submission of all bids.

~~*Sole Source* – An award for a purchase to the only reasonably known capable vendor due to the unique nature of the requirement, the vendor, or market conditions.~~

~~*Specifications* – A description of what the purchaser seeks to buy or accomplish – and consequently what a bidder must be responsive to in order to be considered for award of a contract. May be a description of the physical or functional characteristics, or the nature of a supply or service. May also include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.~~

~~*Surplus property* – Any tangible, personal property owned by the City that is no longer needed or usable, presently or in the foreseeable future.~~

~~REFERENCES~~

~~"City Bidding Book, Washington State" by MRSC (2015)~~

~~"Contracting for Services: Guidelines for Local Governments in Washington State" by MRSC (November 2013)~~

CERTIFICATION OF ENROLLMENT

ENGROSSED SUBSTITUTE SENATE BILL 5418

Chapter 434, Laws of 2019

(partial veto)

66th Legislature
2019 Regular Session

LOCAL GOVERNMENT PROCUREMENT--VARIOUS PROVISIONS

EFFECTIVE DATE: July 28, 2019

Passed by the Senate April 23, 2019
Yeas 40 Nays 7

CYRUS HABIB

President of the Senate

Passed by the House April 16, 2019
Yeas 76 Nays 22

FRANK CHOPP

Speaker of the House of Representatives

Approved May 21, 2019 11:19 AM with the exception of section 15, which is vetoed.

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Brad Hendrickson, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE SENATE BILL 5418** as passed by the Senate and the House of Representatives on the dates hereon set forth.

BRAD HENDRICKSON

Secretary

FILED

May 21, 2019

Secretary of State
State of Washington

ENGROSSED SUBSTITUTE SENATE BILL 5418

AS AMENDED BY THE HOUSE

Passed Legislature - 2019 Regular Session

State of Washington 66th Legislature 2019 Regular Session

By Senate Local Government (originally sponsored by Senators Takko, Zeiger, and Liias)

READ FIRST TIME 02/20/19.

AN ACT Relating to local government procurement modernization and efficiency; amending RCW 35.23.352, 39.19.020, 39.19.060, 39.19.250, 39.04.155, 39.12.040, 54.04.070, 57.08.050, 35.22.620, 52.14.110, 39.04.105, 54.04.082, and 87.03.435; reenacting and amending RCW 36.32.235; adding a new section to chapter 39.04 RCW; and creating a new section.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

Sec. 1. RCW 35.23.352 and 2018 c 74 s 2 are each amended to read as follows:

(1) Any second-class city or any town may construct any public works, as defined in RCW 39.04.010, by contract or day labor without calling for bids therefor whenever the estimated cost of the work or improvement, including cost of materials, supplies and equipment will not exceed the sum of ((~~sixty-five thousand~~)) one hundred sixteen thousand one hundred fifty-five dollars if more than one craft or trade is involved with the public works, or ((~~forty thousand~~)) seventy-five thousand five hundred dollars if a single craft or trade is involved with the public works or the public works project is street signalization or street lighting. A public works project means a complete project. The restrictions in this subsection do not permit the division of the project into units of work or classes of work to

avoid the restriction on work that may be performed by day labor on a single project.

Whenever the cost of the public work or improvement, including materials, supplies and equipment, will exceed these figures, the same shall be done by contract. All such contracts shall be let at public bidding upon publication of notice calling for sealed bids upon the work. The notice shall be published in the official newspaper, or a newspaper of general circulation most likely to bring responsive bids, at least thirteen days prior to the last date upon which bids will be received. The notice shall generally state the nature of the work to be done that plans and specifications therefor shall then be on file in the city or town hall for public inspections, and require that bids be sealed and filed with the council or commission within the time specified therein. Each bid shall be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond to the council or commission for a sum of not less than five percent of the amount of the bid, and no bid shall be considered unless accompanied by such bid proposal deposit. The council or commission of the city or town shall let the contract to the lowest responsible bidder or shall have power by resolution to reject any or all bids and to make further calls for bids in the same manner as the original call.

When the contract is let then all bid proposal deposits shall be returned to the bidders except that of the successful bidder which shall be retained until a contract is entered into and a bond to perform the work furnished, with surety satisfactory to the council or commission, in accordance with RCW 39.08.030. If the bidder fails to enter into the contract in accordance with his or her bid and furnish a bond within ten days from the date at which he or she is notified that he or she is the successful bidder, the check or postal money order and the amount thereof shall be forfeited to the council or commission or the council or commission shall recover the amount of the surety bond. A low bidder who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.

If no bid is received on the first call the council or commission may readvertise and make a second call, or may enter into a contract without any further call or may purchase the supplies, material or equipment and perform the work or improvement by day labor.

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(2) For the purposes of this section, "lowest responsible bidder" means a bid that meets the criteria under RCW 39.04.350 and has the lowest bid; provided, that if the city issues a written finding that the lowest bidder has delivered a project to the city within the last three years which was late, over budget, or did not meet specifications, and the city does not find in writing that such bidder has shown how they would improve performance to be likely to meet project specifications then the city may choose the second lowest bidder whose bid is within five percent of the lowest bid and meets the same criteria as the lowest bidder.

(3) The allocation of public works projects to be performed by city or town employees shall not be subject to a collective bargaining agreement.

((~~(3)~~)) (4) In lieu of the procedures of subsection (1) of this section, a second-class city or a town may let contracts using the small works roster process provided in RCW 39.04.155.

Whenever possible, the city or town shall invite at least one proposal from a certified minority or woman contractor who shall otherwise qualify under this section.

((~~(4)~~)) (5) The form required by RCW 43.09.205 shall be to account and record costs of public works in excess of five thousand dollars that are not let by contract.

((~~(5)~~)) (6) The cost of a separate public works project shall be the costs of the materials, equipment, supplies, and labor on that construction project.

((~~(6)~~)) (7) Any purchase of supplies, material, or equipment, except for public work or improvement, where the cost thereof exceeds seven thousand five hundred dollars shall be made upon call for bids.

((~~(7)~~)) (8) Bids shall be called annually and at a time and in the manner prescribed by ordinance for the publication in a newspaper of general circulation in the city or town of all notices or newspaper publications required by law. The contract shall be awarded to the lowest responsible bidder.

((~~(8)~~)) (9) For advertisement and formal sealed bidding to be dispensed with as to purchases with an estimated value of fifteen thousand dollars or less, the council or commission must authorize by resolution, use of the uniform procedure provided in RCW 39.04.190.

((~~(9)~~)) (10) The city or town legislative authority may waive the competitive bidding requirements of this section pursuant to RCW

39.04.280 if an exemption contained within that section applies to the purchase or public work.

((~~(10)~~)) (11) This section does not apply to performance-based contracts, as defined in RCW 39.35A.020(4), that are negotiated under chapter 39.35A RCW.

((~~(11)~~)) (12) Nothing in this section shall prohibit any second-class city or any town from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused.

((~~(12)~~)) (13)(a) Any second-class city or any town may procure public works with a unit priced contract under this section for the purpose of completing anticipated types of work based on hourly rates or unit pricing for one or more categories of work or trades.

(b) For the purposes of this section, "unit priced contract" means a competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the city or town, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.

(c) Unit priced contracts must be executed for an initial contract term not to exceed three years, with the city or town having the option of extending or renewing the unit priced contract for one additional year.

(d) Invitations for unit price bids shall include, for purposes of the bid evaluation, estimated quantities of the anticipated types of work or trades, and specify how the city or town will issue or release work assignments, work orders, or task authorizations pursuant to a unit priced contract for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor. Contracts must be awarded to the lowest responsible bidder as per RCW 39.04.010. Whenever possible, the city or town must invite at least one proposal from a certified minority or woman contractor who otherwise qualifies under this section.

(e) Unit price contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work

completed within the previous twelve-month period of the unit priced contract.

(14) Any second-class city or town that awards a project to a bidder under the criteria described in subsection (2) of this section must make an annual report to the department of commerce that includes the total number of bids awarded to certified minority or women contractors and describing how notice was provided to potential certified minority or women contractors.

Sec. 2. RCW 39.19.020 and 1996 c 69 s 4 are each amended to read as follows:

((~~Unless the context clearly requires otherwise,~~)) The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Advisory committee" means the advisory committee on minority and women's business enterprises.

(2) "Broker" means a person that provides a bona fide service, such as professional, technical, consultant, brokerage, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of a contract.

(3) "Contractor" means an individual or entity granted state certification and awarded either a direct contract with an agency or an indirect contract as a subcontractor to perform a service or provide goods.

(4) "Director" means the director of the office of minority and women's business enterprises.

((~~(4)~~)) (5) "Educational institutions" means the state universities, the regional universities, The Evergreen State College, and the community colleges.

((~~(5)~~)) (6) "Goals" means annual overall agency goals, expressed as a percentage of dollar volume, for participation by minority and women-owned and controlled businesses and shall not be construed as a minimum goal for any particular contract or for any particular geographical area. It is the intent of this chapter that such overall agency goals shall be achievable and shall be met on a contract-by-contract or class-of-contract basis.

((~~(6)~~)) (7) "Goods and/or services" includes professional services and all other goods and services.

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((~~(7)~~)) (8) "Office" means the office of minority and women's business enterprises.

((~~(8)~~)) (9) "Person" includes one or more individuals, partnerships, associations, organizations, corporations, cooperatives, legal representatives, trustees and receivers, or any group of persons.

((~~(9)~~)) (10) "Procurement" means the purchase, lease, or rental of any goods or services.

((~~(10)~~)) (11) "Public works" means all work, construction, highway and ferry construction, alteration, repair, or improvement other than ordinary maintenance, which a state agency or educational institution is authorized or required by law to undertake.

((~~(11)~~)) (12) "State agency" includes the state of Washington and all agencies, departments, offices, divisions, boards, commissions, and correctional and other types of institutions.

Sec. 3. RCW 39.19.060 and 1996 c 288 s 28 are each amended to read as follows:

(1) Each state agency and educational institution shall comply with the annual goals established for that agency or institution under this chapter for public works and procuring goods or services. This chapter applies to all public works and procurement by state agencies and educational institutions, including all contracts and other procurement under chapters 28B.10, 39.04, ((~~39.29~~)) 39.26, 43.19, and 47.28 RCW.

(2) Each state agency shall adopt a plan, developed in consultation with the director and the advisory committee, to ((~~insure~~)) ensure that minority and women-owned businesses are afforded the maximum practicable opportunity to directly and meaningfully participate in the execution of public contracts for public works and goods and services. The plan shall include specific measures the agency will undertake to increase the participation of certified minority and women-owned businesses.

(3) The office shall annually notify the governor, the state auditor, and the joint legislative audit and review committee of all agencies and educational institutions not in compliance with this chapter.

Sec. 4. RCW 39.19.250 and 2009 c 348 s 2 are each amended to read as follows:

(1) For the purpose of annual reporting on progress required by section 1 of this act, each state agency and educational institution shall submit data to the office and the office of minority and women's business enterprises on the participation by qualified minority and women-owned and controlled businesses in the agency's or institution's contracts and other related information requested by the director. The director of the office of minority and women's business enterprises shall determine the content and format of the data and the reporting schedule, which must be at least annually.

(2) The office must develop and maintain a list of contact people at each state agency and educational institution ((~~that is~~)) who are able to present to hearings of the appropriate committees of the legislature its progress in carrying out the purposes of chapter 39.19 RCW.

(3) The office must submit a report aggregating the data received from each state agency and educational institution to the legislature and the governor.

Sec. 5. RCW 39.04.155 and 2015 c 225 s 33 are each amended to read as follows:

(1) This section provides uniform small works roster provisions to award contracts for construction, building, renovation, remodeling, alteration, repair, or improvement of real property that may be used by state agencies and by any local government that is expressly authorized to use these provisions. These provisions may be used in lieu of other procedures to award contracts for such work with an estimated cost of three hundred fifty thousand dollars or less. The small works roster process includes the limited public works process authorized under subsection (3) of this section and any local government authorized to award contracts using the small works roster process under this section may award contracts using the limited public works process under subsection (3) of this section.

(2)(a) A state agency or authorized local government may create a single general small works roster, or may create a small works roster for different specialties or categories of anticipated work. Where applicable, small works rosters may make distinctions between contractors based upon different geographic areas served by the contractor. The small works roster or rosters shall consist of all responsible contractors who have requested to be on the list, and where required by law are properly licensed or registered to perform

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such work in this state. A state agency or local government establishing a small works roster or rosters may require eligible contractors desiring to be placed on a roster or rosters to keep current records of any applicable licenses, certifications, registrations, bonding, insurance, or other appropriate matters on file with the state agency or local government as a condition of being placed on a roster or rosters. At least once a year, the state agency or local government shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. In addition, responsible contractors shall be added to an appropriate roster or rosters at any time they submit a written request and necessary records. Master contracts may be required to be signed that become effective when a specific award is made using a small works roster.

(b) A state agency establishing a small works roster or rosters shall adopt rules implementing this subsection. A local government establishing a small works roster or rosters shall adopt an ordinance or resolution implementing this subsection. Procedures included in rules adopted by the department of enterprise services in implementing this subsection must be included in any rules providing for a small works roster or rosters that is adopted by another state agency, if the authority for that state agency to engage in these activities has been delegated to it by the department of enterprise services under chapter 43.19 RCW. An interlocal contract or agreement between two or more state agencies or local governments establishing a small works roster or rosters to be used by the parties to the agreement or contract must clearly identify the lead entity that is responsible for implementing the provisions of this subsection.

(c) Procedures shall be established for securing telephone, written, or electronic quotations from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to the lowest responsible bidder, as defined in RCW 39.04.010. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation. This subsection does not eliminate other requirements for architectural or engineering approvals as to quality and compliance with building codes. Quotations may be invited from all appropriate contractors on

the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. However, if the estimated cost of the work is from ((~~one~~)) two hundred fifty thousand dollars to three hundred fifty thousand dollars, a state agency or local government that chooses to solicit bids from less than all the appropriate contractors on the appropriate small works roster must also notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The government has the sole option of determining whether this notice to the remaining contractors is made by: (i) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done; (ii) mailing a notice to these contractors; or (iii) sending a notice to these contractors by facsimile or other electronic means. For purposes of this subsection (2)(c), "equitably distribute" means that a state agency or local government soliciting bids may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

(d) A contract awarded from a small works roster under this section need not be advertised.

(e) Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by ((~~telephone inquiry~~)) at least one of the following: Telephone or electronic request.

(f) For projects awarded under the small works roster process established under this subsection, a state agency or authorized local government may waive the retainage requirements of RCW 60.28.011(1)(a), thereby assuming the liability for contractor's nonpayment of: (i) Laborers, mechanics, subcontractors, materialpersons, and suppliers; and (ii) taxes, increases, and penalties under Titles 50, 51, and 82 RCW that may be due from the contractor for the project. However, the state agency or local government has the right of recovery against the contractor for any payments made on the contractor's behalf. Recovery of unpaid wages and benefits are the first priority for actions filed against the contract.

(3)(a) In lieu of awarding contracts under subsection (2) of this section, a state agency or authorized local government may award a contract for work, construction, alteration, repair, or improvement projects estimated to cost less than ((~~thirty-five~~)) fifty thousand dollars using the limited public works process provided under this subsection. Public works projects awarded under this subsection are exempt from the other requirements of the small works roster process provided under subsection (2) of this section and are exempt from the requirement that contracts be awarded after advertisement as provided under RCW 39.04.010.

(b) For limited public works projects, a state agency or authorized local government shall solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request. A state agency or authorized local government ((~~shall attempt to~~)) must equitably distribute opportunities for limited public works projects ((~~equitably~~)) among contractors willing to perform in the geographic area of the work. A state agency or authorized local government shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded. For limited public works projects, a state agency or authorized local government may waive the payment and performance bond requirements of chapter 39.08 RCW and may waive the retainage requirements of ((~~chapter 60.28~~)) RCW 60.28.011(1)(a), thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialpersons, suppliers, and taxes ((~~imposed under Title~~)), increases, and penalties imposed under Titles 50, 51, and 82 RCW that may be due from the contractor for the limited public works project, however the state agency or authorized local government shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

(4) The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process or limited public works process.

(5)((~~(a) A state agency or authorized local government may use the limited public works process of subsection (3) of this section to solicit and award small works roster contracts to small businesses that are registered contractors with gross revenues under one million dollars annually as reported on their federal tax return.~~

~~(b) A state agency or authorized local government may adopt additional procedures to encourage small businesses that are registered contractors with gross revenues under two hundred fifty thousand dollars annually as reported on their federal tax returns to submit quotations or bids on small works roster contracts.~~

~~(6) As used in this section,~~)) A state agency or authorized local government may use the limited public works process in this section to solicit and award small works roster contracts to minibusinesses and microbusinesses as defined under RCW 39.26.010 that are registered contractors.

(6) The definitions in this subsection apply throughout this section unless the context clearly requires otherwise.

(a) "Equitably distribute opportunities" means that a state agency or authorized local government may not favor certain contractors on the appropriate small works roster over other contractors on the same roster who perform similar services.

(b) "State agency" means the department of enterprise services, the state parks and recreation commission, the department of natural resources, the department of fish and wildlife, the department of transportation, any institution of higher education as defined under RCW 28B.10.016, and any other state agency delegated authority by the department of enterprise services to engage in construction, building, renovation, remodeling, alteration, improvement, or repair activities.

Sec. 6. RCW 39.12.040 and 2013 c 113 s 5 are each amended to read as follows:

(1)(a) Except as provided in subsection (2) of this section, before payment is made by or on behalf of the state, or any county, municipality, or political subdivision created by its laws, of any sum or sums due on account of a public works contract, it is the duty of the officer or person charged with the custody and disbursement of public funds to require the contractor and each and every subcontractor from the contractor or a subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages". For a

contract in excess of ten thousand dollars, the statement of intent to pay prevailing wages must include:

(i) The contractor's registration certificate number; and

(ii) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020 and the estimated number of workers in each classification.

(b) Each statement of intent to pay prevailing wages must be approved by the industrial statistician of the department of labor and industries before it is submitted to the disbursing officer. Unless otherwise authorized by the department of labor and industries, each voucher claim submitted by a contractor for payment on a project estimate must state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a public works project, it is the duty of the officer charged with the disbursement of public funds, to require the contractor and each and every subcontractor from the contractor or a subcontractor to submit to such officer an affidavit of wages paid before the funds retained according to the provisions of RCW 60.28.011 are released to the contractor. On a public works project where no retainage is withheld ((~~pursuant to RCW 60.28.011(1)(b)~~)), the affidavit of wages paid must be submitted to the state, county, municipality, or other public body charged with the duty of disbursing or authorizing disbursement of public funds prior to final acceptance of the public works project. If a subcontractor performing work on a public works project fails to submit an affidavit of wages paid form, the contractor or subcontractor with whom the subcontractor had a contractual relationship for the project may file the forms on behalf of the nonresponsive subcontractor. Affidavit forms may only be filed on behalf of a nonresponsive subcontractor who has ceased operations or failed to file as required by this section. The contractor filing the affidavit must accept responsibility for payment of prevailing wages unpaid by the subcontractor on the project pursuant to RCW 39.12.020 and 39.12.065. Intentionally filing a false affidavit on behalf of a subcontractor subjects the filer to the same penalties as are provided in RCW 39.12.050. Each affidavit of wages paid must be certified by the industrial statistician of the department of labor and industries before it is submitted to the disbursing officer.

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(2) As an alternate to the procedures provided for in subsection (1) of this section, for public works projects of two thousand five hundred dollars or less and for projects where the limited public works process under RCW 39.04.155(3) is followed:

(a) An awarding agency may authorize the contractor or subcontractor to submit the statement of intent to pay prevailing wages directly to the officer or person charged with the custody or disbursement of public funds in the awarding agency without approval by the industrial statistician of the department of labor and industries. The awarding agency must retain such statement of intent to pay prevailing wages for a period of not less than three years.

(b) Upon final acceptance of the public works project, the awarding agency must require the contractor or subcontractor to submit an affidavit of wages paid. Upon receipt of the affidavit of wages paid, the awarding agency may pay the contractor or subcontractor in full, including funds that would otherwise be retained according to the provisions of RCW 60.28.011. Within thirty days of receipt of the affidavit of wages paid, the awarding agency must submit the affidavit of wages paid to the industrial statistician of the department of labor and industries for approval.

(c) A statement of intent to pay prevailing wages and an affidavit of wages paid must be on forms approved by the department of labor and industries.

(d) In the event of a wage claim and a finding for the claimant by the department of labor and industries where the awarding agency has used the alternative process provided for in this subsection (2), the awarding agency must pay the wages due directly to the claimant. If the contractor or subcontractor did not pay the wages stated in the affidavit of wages paid, the awarding agency may take action at law to seek reimbursement from the contractor or subcontractor of wages paid to the claimant, and may prohibit the contractor or subcontractor from bidding on any public works contract of the awarding agency for up to one year.

(e) Nothing in this section may be interpreted to allow an awarding agency to subdivide any public works project of more than two thousand five hundred dollars for the purpose of circumventing the procedures required by subsection (1) of this section.

Sec. 7. RCW 54.04.070 and 2017 c 85 s 1 are each amended to read as follows: 569

(1) Any item, or items of the same kind of materials, equipment, or supplies purchased, the estimated cost of which is in excess of ((~~fifteen~~)) thirty thousand dollars, exclusive of sales tax, shall be by contract. However, a district may make purchases of the same kind of items of materials, equipment, and supplies not exceeding ((~~seven~~)) twelve thousand ((~~five hundred~~)) dollars in any calendar month without a contract, purchasing any excess thereof over ((~~seven~~)) twelve thousand ((~~five hundred~~)) dollars by contract.

(2) Any work ordered by a district commission, the estimated cost of which is in excess of ((~~twenty-five~~)) fifty thousand dollars, exclusive of sales tax, shall be by contract. However, a district commission may have its own regularly employed personnel perform work which is an accepted industry practice under prudent utility management without a contract. For purposes of this section, "prudent utility management" means performing work with regularly employed personnel utilizing material of a worth not exceeding ((~~one~~)) three hundred ((~~fifty~~)) thousand dollars in value without a contract. This limit on the value of material being utilized in work being performed by regularly employed personnel shall not include the value of individual items of equipment ((~~purchased or acquired and used as one unit of a project~~)). For the purposes of this section, the term "equipment" includes but is not limited to conductor, cabling, wire, pipe, or lines used for electrical, water, fiber optic, or telecommunications.

(3) Before awarding a contract required under subsection (1) or (2) of this section, the commission shall publish a notice once or more in a newspaper of general circulation in the district at least thirteen days before the last date upon which bids will be received, inviting sealed proposals for the work or materials. Plans and specifications for the work or materials shall at the time of publication be on file at the office of the district and subject to public inspection. Any published notice ordering work to be performed for the district shall be mailed at the time of publication to any established trade association which files a written request with the district to receive such notices. The commission may, at the same time and as part of the same notice, invite tenders for the work or materials upon plans and specifications to be submitted by the bidders.

(4) As an alternative to the competitive bidding requirements of this section and RCW 54.04.080, a district may let contracts using the small works roster process under RCW 39.04.155.

(5) Whenever equipment or materials required by a district are held by a governmental agency and are available for sale but such agency is unwilling to submit a proposal, the commission may ascertain the price of such items and file a statement of such price supported by the sworn affidavit of one member of the commission, and may consider such price as a bid without a deposit or bond.

(6) Pursuant to RCW 39.04.280, the commission may waive the competitive bidding requirements of this section and RCW 54.04.080 if an exemption contained within RCW 39.04.280 applies to the purchase or public work.

(7)(a) A district may procure public works with a unit priced contract under this section, RCW 54.04.080, or 54.04.085 for the purpose of completing anticipated types of work based on hourly rates or unit pricing for one or more categories of work or trades.

(b) For the purposes of this section, unit priced contract means a competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of a district, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price, for each category of work.

(c) Unit priced contracts must be executed for an initial contract term not to exceed three years, with the district having the option of extending or renewing the unit priced contract for one additional year.

(d) Invitations for unit price bids shall include, for purposes of the bid evaluation, estimated quantities of the anticipated types of work or trades, and specify how the district will issue or release work assignments, work orders, or task authorizations pursuant to a unit priced contract for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor. Where electrical facility construction or improvement work is anticipated, contractors on a unit priced contract shall comply with the requirements under RCW 54.04.085 (1) through (5). Contracts must be awarded to the lowest responsible bidder as per RCW 39.04.010.

(e) Unit price contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. ((~~Prevailing wages for all work performed pursuant to each~~

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~~work order must be the rates in effect at the time the individual work order is issued~~)) Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

Sec. 8. RCW 36.32.235 and 2016 c 95 s 8 and 2016 c 19 s 8 are each reenacted and amended to read as follows:

(1) In each county ((~~with a population of four hundred thousand or more~~)) which by resolution establishes a county purchasing department, the purchasing department shall enter into leases of personal property on a competitive basis and purchase all supplies, materials, and equipment on a competitive basis, for all departments of the county, as provided in this chapter and chapter 39.04 RCW, except that the county purchasing department is not required to make purchases that are paid from the county road fund or equipment rental and revolving fund.

(2) As used in this section:

(a) "Public works" has the same definition as in RCW 39.04.010.

(b) "Riverine project" means a project of construction, alteration, repair, replacement, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property, carried out on a river or stream and its tributaries and associated floodplains, beds, banks, and waters for the purpose of improving aquatic habitat, improving water quality, restoring floodplain function, or providing flood protection.

(c) "Stormwater project" means a project of construction, alteration, repair, replacement, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property, carried out on a municipal separate storm sewer system, and any connections to the system, that is regulated under a state-issued national pollutant discharge elimination system general municipal stormwater permit for the purpose of improving control of stormwater runoff quantity and quality from developed land, safely conveying

stormwater runoff, or reducing erosion or other water quality impacts caused by municipal separate storm sewer system discharges.

(3) Except as otherwise specified in this chapter or in chapter 36.77 RCW, all counties subject to these provisions shall contract on a competitive basis for all public works after bids have been submitted to the county upon specifications therefor. Such specifications shall be in writing and shall be filed with the clerk of the county legislative authority for public inspection.

(4) An advertisement shall be published in the county official newspaper stating the time and place where bids will be opened, the time after which bids will not be received, the character of the work to be done, the materials and equipment to be furnished, and that specifications therefor may be seen at the office of the clerk of the county legislative authority. An advertisement shall also be published in a legal newspaper of general circulation in or as near as possible to that part of the county in which such work is to be done. If the county official newspaper is a newspaper of general circulation covering at least forty percent of the residences in that part of the county in which such public works are to be done, then the publication of an advertisement of the applicable specifications in the county official newspaper is sufficient. Such advertisements shall be published at least once at least thirteen days prior to the last date upon which bids will be received.

(5) The bids shall be in writing, may be in either hard copy or electronic form as specified by the county, shall be filed with the clerk, shall be opened and read in public at the time and place named therefor in the advertisements, and, after being opened, shall be filed for public inspection. No bid may be considered for public work unless it is accompanied by a bid deposit in the form of a surety bond, postal money order, cash, cashier's check, or certified check in an amount equal to five percent of the amount of the bid proposed.

(6) The contract for the public work shall be awarded to the lowest responsible bidder. Any or all bids may be rejected for good cause. The county legislative authority shall require from the successful bidder for such public work a contractor's bond in the amount and with the conditions imposed by law.

(7) If the bidder to whom the contract is awarded fails to enter into the contract and furnish the contractor's bond as required within ten days after notice of the award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the

county and the contract awarded to the next lowest and best bidder. The bid deposit of all unsuccessful bidders shall be returned after the contract is awarded and the required contractor's bond given by the successful bidder is accepted by the county legislative authority. Immediately after the award is made, the bid quotations obtained shall be recorded and open to public inspection and shall be available by telephone inquiry.

(8) As limited by subsection ((~~(10)~~)) (11) of this section, a county subject to these provisions may have public works performed by county employees in any annual or biennial budget period equal to a dollar value not exceeding ten percent of the public works construction budget, including any amount in a supplemental public works construction budget, over the budget period.

Whenever a county subject to these provisions has had public works performed in any budget period up to the maximum permitted amount for that budget period, all remaining public works except emergency work under subsection ((~~(12)~~)) (13) of this section within that budget period shall be done by contract pursuant to public notice and call for competitive bids as specified in subsection (3) of this section. The state auditor shall report to the state treasurer any county subject to these provisions that exceeds this amount and the extent to which the county has or has not reduced the amount of public works it has performed by public employees in subsequent years.

(9) A county may procure public works with a unit priced contract under this section for the purpose of completing anticipated types of work based on hourly rates or unit pricing for one or more categories of work or trades.

(a) For the purposes of this section, "unit priced contract" means a competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the county, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.

(b) Unit priced contracts must be executed for an initial contract term not to exceed one year, with the county having the option of extending or renewing the unit priced contract for one additional year.

(c) Invitations for unit price bids shall include, for purposes of the bid evaluation, estimated quantities of the anticipated types

of work or trades, and specify how the county will issue or release work assignments, work orders, or task authorizations pursuant to a unit priced contract for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor. The contract must be awarded to the lowest responsible bidder as defined under RCW 39.04.010. Whenever possible, the county must invite at least one bid from a certified minority or woman contractor who otherwise qualifies under this section.

(d) Unit price contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

(10) If a county subject to these provisions has public works performed by public employees in any budget period that are in excess of this ten percent limitation, the amount in excess of the permitted amount shall be reduced from the otherwise permitted amount of public works that may be performed by public employees for that county in its next budget period. Ten percent of the motor vehicle fuel tax distributions to that county shall be withheld if two years after the year in which the excess amount of work occurred, the county has failed to so reduce the amount of public works that it has performed by public employees. The amount withheld shall be distributed to the county when it has demonstrated in its reports to the state auditor that the amount of public works it has performed by public employees has been reduced as required.

((~~(10)~~)) (11) In addition to the percentage limitation provided in subsection (8) of this section, counties subject to these provisions containing a population of four hundred thousand or more shall not have public employees perform: A public works project in excess of ninety thousand dollars if more than a single craft or trade is involved with the public works project, a riverine project or stormwater project in excess of two hundred fifty thousand dollars if more than a single craft or trade is involved with the riverine project or stormwater project, a public works project in excess of forty-five thousand dollars if only a single craft or trade is

involved with the public works project, or a riverine project or stormwater project in excess of one hundred twenty-five thousand dollars if only a single craft or trade is involved with the riverine project or stormwater project. A public works project, a riverine project, and a stormwater project means a complete project. The restrictions in this subsection do not permit the division of the project into units of work or classes of work to avoid the restriction on work that may be performed by public employees on a single project.

The cost of a separate public works project shall be the costs of materials, supplies, equipment, and labor on the construction of that project. The value of the public works budget shall be the value of all the separate public works projects within the budget.

((~~(11)~~)) (12) In addition to the accounting and recordkeeping requirements contained in chapter 39.04 RCW, any county which uses public employees to perform public works projects under RCW 36.32.240(1) shall prepare a year-end report to be submitted to the state auditor indicating the total dollar amount of the county's public works construction budget and the total dollar amount for public works projects performed by public employees for that year.

The year-end report submitted pursuant to this subsection to the state auditor shall be in accordance with the standard form required by RCW 43.09.205.

((~~(12)~~)) (13) Notwithstanding any other provision in this section, counties may use public employees without any limitation for emergency work performed under an emergency declared pursuant to RCW 36.32.270, and any such emergency work shall not be subject to the limitations of this section. Publication of the description and estimate of costs relating to correcting the emergency may be made within seven days after the commencement of the work. Within two weeks of the finding that such an emergency existed, the county legislative authority shall adopt a resolution certifying the damage to public facilities and costs incurred or anticipated relating to correcting the emergency. Additionally this section shall not apply to architectural and engineering or other technical or professional services performed by public employees in connection with a public works project.

((~~(13)~~)) (14) In lieu of the procedures of subsections (3) through ((~~(11)~~)) (12) of this section, a county may let contracts using the small works roster process provided in RCW 39.04.155.

Whenever possible, the county shall invite at least one proposal from a certified minority or woman contractor who shall otherwise qualify under this section.

((~~(14)~~)) (15) The allocation of public works projects to be performed by county employees shall not be subject to a collective bargaining agreement.

((~~(15)~~)) (16) This section does not apply to performance-based contracts, as defined in RCW 39.35A.020(4), that are negotiated under chapter 39.35A RCW.

((~~(16)~~)) (17) Nothing in this section prohibits any county from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused.

((~~(17)~~)) (18) This section does not apply to contracts between the public stadium authority and a team affiliate under RCW 36.102.060(4), or development agreements between the public stadium authority and a team affiliate under RCW 36.102.060(7) or leases entered into under RCW 36.102.060(8).

NEW SECTION. **Sec. 9.** A new section is added to chapter 39.04 RCW to read as follows:

(1) The following public bodies of the state of Washington are authorized to procure public works contracts under this chapter for the purpose of completing anticipated types of work based on hourly rates or unit pricing for one or more categories of work or trades:

(a) Every county public transportation authority as defined under RCW 36.57.010;

(b) Every public transportation benefit area as defined under RCW 36.57A.010; and

(c) Every regional transit authority as defined under RCW 81.112.020.

(2) A public body may procure public works with a unit priced contract under this section for the purpose of completing anticipated types of work based on hourly rates or unit pricing for one or more categories of work or trades.

(3) Unit priced contracts must be executed for an initial contract term not to exceed one year, with the public body having the option of extending or renewing the unit priced contract for one additional year.

(4) Invitations for unit price bids must include, for purposes of the bid evaluation, estimated quantities of the anticipated types of

work or trades, and specify how the public body will issue or release work assignments, work orders, or task authorizations pursuant to a unit priced contract for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor. Contracts must be awarded to the lowest responsible bidder as provided in RCW 39.04.010. Whenever possible, the public body must invite at least one proposal from a certified minority or woman contractor who otherwise qualifies under this section.

(5) Unit priced contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

(6) All public works procured with a unit priced contract under this section must comply with all other applicable bid requirements.

(7) For the purposes of this section, "unit priced contract" means a competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the public body, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.

Sec. 10. RCW 57.08.050 and 2015 c 136 s 1 are each amended to read as follows:

(1) All work ordered, the estimated cost of which is in excess of fifty thousand dollars, shall be let by contract and competitive bidding. Before awarding any such contract the board of commissioners shall publish a notice in a newspaper of general circulation where the district is located at least once thirteen days before the last date upon which bids will be received, inviting sealed proposals for such work, plans and specifications which must at the time of publication of such notice be on file in the office of the board of commissioners subject to the public inspection. The notice shall state generally the work to be done and shall call for proposals for doing the same to be sealed and filed with the board of commissioners on or before the day and hour named therein.

Each bid shall be accompanied by a certified or cashier's check or postal money order payable to the order of the county treasurer for a sum not less than five percent of the amount of the bid, or accompanied by a bid bond in an amount not less than five percent of the bid with a corporate surety licensed to do business in the state, conditioned that the bidder will pay the district as liquidated damages the amount specified in the bond, unless the bidder enters into a contract in accordance with the bidder's bid, and no bid shall be considered unless accompanied by such check, cash or bid bond. At the time and place named such bids shall be publicly opened and read and the board of commissioners shall proceed to canvass the bids and may let such contract to the lowest responsible bidder upon plans and specifications on file or to the best bidder submitting the bidder's own plans and specifications. The board of commissioners may reject all bids for good cause and readvertise and in such case all checks, cash or bid bonds shall be returned to the bidders. If the contract is let, then all checks, cash, or bid bonds shall be returned to the bidders, except that of the successful bidder, which shall be retained until a contract shall be entered into for doing the work, and a bond to perform such work furnished with sureties satisfactory to the board of commissioners in the full amount of the contract price between the bidder and the commission in accordance with the bid. If the bidder fails to enter into the contract in accordance with the bid and furnish the bond within ten days from the date at which the bidder is notified that the bidder is the successful bidder, the check, cash, or bid bonds and the amount thereof shall be forfeited to the district. If the bidder fails to enter into a contract in accordance with the bidder's bid, and the board of commissioners deems it necessary to take legal action to collect on any bid bond required by this section, then the district shall be entitled to collect from the bidder any legal expenses, including reasonable attorneys' fees occasioned thereby. A low bidder who claims error and fails to enter into a contract is prohibited from bidding on the same project if a second or subsequent call for bids is made for the project.

(2) As an alternative to requirements under subsection (1) of this section, a water-sewer district may let contracts using the small works roster process under RCW 39.04.155.

(3) Any purchase of materials, supplies, or equipment, with an estimated cost in excess of forty thousand dollars, shall be by

contract. Any purchase of materials, supplies, or equipment, with an estimated cost of less than fifty thousand dollars shall be made using the process provided in RCW 39.04.190. Any purchase of materials, supplies, or equipment with an estimated cost of fifty thousand dollars or more shall be made by competitive bidding following the procedure for letting contracts for projects under subsection (1) of this section.

(4) As an alternative to requirements under subsection (3) of this section, a water-sewer district may let contracts for purchase of materials, supplies, or equipment with the suppliers designated on current state agency, county, city, or town purchasing rosters for the materials, supplies, or equipment, when the roster has been established in accordance with the competitive bidding law for purchases applicable to the state agency, county, city, or town. The price and terms for purchases shall be as described on the applicable roster.

(5) The board may waive the competitive bidding requirements of this section pursuant to RCW 39.04.280 if an exemption contained within that section applies to the purchase or public work.

(6)(a) A district may procure public works with a unit priced contract under this section for the purpose of completing anticipated types of work based on hourly rates or unit pricing for one or more categories of work or trades.

(b) For the purposes of this section, "unit priced contract" means a competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the district, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.

(c) Unit priced contracts must be executed for an initial contract term not to exceed one year, with the district having the option of extending or renewing the unit priced contract for one additional year.

(d) Invitations for unit price bids must include, for purposes of the bid evaluation, estimated quantities of the anticipated types of work or trades, and specify how the district will issue or release work assignments, work orders, or task authorizations pursuant to a unit priced contract for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor. Contracts must be awarded to the lowest responsible bidder as per RCW 39.04.010.

Whenever possible, the district must invite at least one proposal from a certified minority or woman contractor who otherwise qualifies under this section.

(e) Unit price contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

Sec. 11. RCW 35.22.620 and 2018 c 74 s 1 are each amended to read as follows:

(1) As used in this section, the term "public works" means as defined in RCW 39.04.010.

(2) A first-class city may have public works performed by contract pursuant to public notice and call for competitive bids. As limited by subsection (3) of this section, a first-class city may have public works performed by city employees in any annual or biennial budget period equal to a dollar value not exceeding ten percent of the public works construction budget, including any amount in a supplemental public works construction budget, over the budget period. The amount of public works that a first-class city has a county perform for it under RCW 35.77.020 shall be included within this ten percent limitation.

If a first-class city has public works performed by public employees in any budget period that are in excess of this ten percent limitation, the amount in excess of the permitted amount shall be reduced from the otherwise permitted amount of public works that may be performed by public employees for that city in its next budget period. Twenty percent of the motor vehicle fuel tax distributions to that city shall be withheld if two years after the year in which the excess amount of work occurred, the city has failed to so reduce the amount of public works that it has performed by public employees. The amount so withheld shall be distributed to the city when it has demonstrated in its reports to the state auditor that the amount of public works it has performed by public employees has been so reduced.

Whenever a first-class city has had public works performed in any budget period up to the maximum permitted amount for that budget period, all remaining public works within that budget period shall be done by contract pursuant to public notice and call for competitive bids.

The state auditor shall report to the state treasurer any first-class city that exceeds this amount and the extent to which the city has or has not reduced the amount of public works it has performed by public employees in subsequent years.

(3) In addition to the percentage limitation provided in subsection (2) of this section, a first-class city shall not have public employees perform a public works project in excess of ((~~ninety~~)) one hundred fifty thousand dollars if more than a single craft or trade is involved with the public works project, or a public works project in excess of ((~~forty-five thousand~~)) seventy-five thousand five hundred dollars if only a single craft or trade is involved with the public works project or the public works project is street signalization or street lighting. A public works project means a complete project. The restrictions in this subsection do not permit the division of the project into units of work or classes of work to avoid the restriction on work that may be performed by day labor on a single project.

(4) In addition to the accounting and recordkeeping requirements contained in RCW 39.04.070, every first-class city annually may prepare a report for the state auditor indicating the total public works construction budget and supplemental public works construction budget for that year, the total construction costs of public works performed by public employees for that year, and the amount of public works that is performed by public employees above or below ten percent of the total construction budget. However, if a city budgets on a biennial basis, this annual report may indicate the amount of public works that is performed by public employees within the current biennial period that is above or below ten percent of the total biennial construction budget.

Each first-class city with a population of one hundred fifty thousand or less shall use the form required by RCW 43.09.205 to account and record costs of public works in excess of five thousand dollars that are not let by contract.

(5) The cost of a separate public works project shall be the costs of materials, supplies, equipment, and labor on the

construction of that project. The value of the public works budget shall be the value of all the separate public works projects within the budget.

(6) The competitive bidding requirements of this section may be waived by the city legislative authority pursuant to RCW 39.04.280 if an exemption contained within that section applies to the work or contract.

(7) In lieu of the procedures of subsections (2) and (6) of this section, a first-class city may let contracts using the small works roster process in RCW 39.04.155.

Whenever possible, the city shall invite at least one proposal from a certified minority or woman contractor who shall otherwise qualify under this section.

(8) The allocation of public works projects to be performed by city employees shall not be subject to a collective bargaining agreement.

(9) This section does not apply to performance-based contracts, as defined in RCW 39.35A.020(4), that are negotiated under chapter 39.35A RCW.

(10) Nothing in this section shall prohibit any first-class city from allowing for preferential purchase of products made from recycled materials or products that may be recycled or reused.

(11)(a) Any first-class city may procure public works with a unit priced contract under this section for the purpose of completing anticipated types of work based on hourly rates or unit pricing for one or more categories of work or trades.

(b) For the purposes of this section, "unit priced contract" means a competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the city, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.

(c) Unit priced contracts must be executed for an initial contract term not to exceed three years, with the city having the option of extending or renewing the unit priced contract for one additional year.

(d) Invitations for unit price bids shall include, for purposes of the bid evaluation, estimated quantities of the anticipated types of work or trades, and specify how the city will issue or release work assignments, work orders, or task authorizations pursuant to a

unit priced contract for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor. Contracts must be awarded to the lowest responsible bidder as per RCW 39.04.010. Whenever possible, the city must invite at least one proposal from a certified minority or woman contractor who otherwise qualifies under this section.

(e) Unit price contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract.

Sec. 12. RCW 52.14.110 and 2009 c 229 s 9 are each amended to read as follows:

Insofar as practicable, purchases and any public works by the district shall be based on competitive bids. A formal sealed bid procedure shall be used as standard procedure for purchases and contracts for purchases executed by the board of commissioners. Formal sealed bidding shall not be required for:

(1) The purchase of any materials, supplies, or equipment if the cost will not exceed the sum of ((~~ten~~)) forty thousand dollars. However, whenever the estimated cost does not exceed ((~~fifty~~)) seventy-five thousand dollars, the commissioners may by resolution use the process provided in RCW 39.04.190 to award contracts;

(2) Contracting for work to be done involving the construction or improvement of a fire station or other buildings where the estimated cost will not exceed the sum of ((~~twenty~~)) thirty thousand dollars, which includes the costs of labor, material, and equipment;

(3) Contracts using the small works roster process under RCW 39.04.155; and

(4) Any contract for purchases or public work pursuant to RCW 39.04.280 if an exemption contained within that section applies to the purchase or public work.

Sec. 13. RCW 39.04.105 and 2003 c 300 s 1 are each amended to read as follows:

(1) Within two business days of the bid opening on a public works project that is the subject of competitive bids, the municipality must provide, if requested by a bidder, copies of the bids the municipality received for the project. The municipality shall then allow at least two full business days after providing bidders with copies of all bids before executing a contract for the project. Intermediate Saturdays, Sundays, and legal holidays are not counted.

(2) When a municipality receives a written protest from a bidder for a public works project ((~~which~~)) that is the subject of competitive bids, the municipality ((~~shall~~)) must not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the municipality's intent to execute a contract for the project; provided that the protesting bidder submits notice in writing of its protest no later than:

(a) Two full business days following bid opening, if no bidder requested copies of the bids received for the project under subsection (1) of this section; or

(b) Two full business days following when the municipality provided copies of the bids to those bidders requesting bids under subsection (1) of this section. Intermediate Saturdays, Sundays, and legal holidays are not counted.

Sec. 14. RCW 54.04.082 and 2008 c 216 s 3 are each amended to read as follows:

For the awarding of a contract to purchase any item, or items of the same kind of materials, equipment, or supplies in an amount exceeding ((~~fifteen~~)) thirty thousand dollars per calendar month, but less than ((~~sixty~~)) one hundred twenty thousand dollars per calendar month, exclusive of sales tax, the commission may, in lieu of the procedure described in RCW 54.04.070 and 54.04.080 requiring public notice to invite sealed proposals for such materials, equipment, or supplies, pursuant to commission resolution use the process provided in RCW 39.04.190. Waiver of the deposit or bid bond required under RCW 54.04.080 may be authorized by the commission in securing such bid quotations.

Sec. 15. RCW 87.03.435 and 1997 c 354 s 3 are each amended to read as follows:

(1) Except as provided in subsections (2) and (3) of this section and RCW 87.03.436, whenever in the construction of the district canal or canals, or other works, or the furnishing of materials therefor, the board of directors shall determine to let a contract or contracts for the doing of the work or the furnishing of the materials, a notice calling for sealed proposals shall be published. The notice shall be published in a newspaper in the county in which the office of the board is situated, ((~~and~~)) in any other newspaper which may be designated by the board, and on the irrigation district's web site or on the county's web site where the district is located if the district does not have a web site, and for such length of time, not less than once each week for two weeks, as may be fixed by the board. At the time and place appointed in the notice for the opening of bids, the sealed proposals shall be opened in public, and as soon as convenient thereafter, the board shall let the work or the contract for the purchase of materials, either in portions or as a whole, to the lowest responsible bidder, or the board may reject any or all bids and readvertise, or may contract using the small works roster process in RCW 39.04.155 or may proceed to construct the work under its own superintendence. All work shall be done under the direction and to the satisfaction of the engineer of the district, and be approved by the board. The board of directors may require bidders submitting bids for the construction or maintenance for any of the works of the district, or for the furnishing of labor or material, to accompany their bids by a deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent of the amount of the bid and a bid shall not be considered unless the deposit is enclosed with it. If the contract is let, then all the bid deposits shall be returned to the unsuccessful bidders. The bid deposit of the successful bidder shall be retained until a contract is entered into for the purchase of the materials or doing of such work, and a bond given to the district in accordance with chapter 39.08 RCW for the performance of the contract. The performance bond shall be conditioned as may be required by law and as may be required by resolution of the board, with good and sufficient sureties satisfactory to the board, payable to the district for its use, for at least twenty-five percent of the contract price. If the successful bidder fails to enter into a contract and furnish the necessary bond within twenty days from the award, exclusive of the day of the award, 586

the bid deposit shall be forfeited to the district and the contract may then be awarded to the second lowest bidder.

(2) The provisions of this section in regard to public bidding shall not apply in cases where the board is authorized to exchange bonds of the district in payment for labor and material.

(3) The provisions of this section do not apply:

(a) In the case of any contract between the district and the United States;

(b) In the case of an emergency when the public interest or property of the district would suffer material injury or damage by delay, upon resolution of the board of directors or proclamation of an official designated by the board to act for the board during such emergencies. The resolution or proclamation shall declare the existence of the emergency and recite the facts constituting the emergency; or

(c) To purchases which are clearly and legitimately limited to a single source of supply or to purchases involving special facilities, services, or market conditions, in which instances the purchase price may be best established by direct negotiation.

****Sec. 15 was vetoed. See message at end of chapter.***

NEW SECTION. **Sec. 16.** (1) The legislature finds that there are hundreds of local governments and special purpose districts and due to their existing authority and structure, partial legislative measures are introduced each year to amend the procurement thresholds for each individual entity. Therefore the legislature intends to require a comprehensive review of all local government bid limits for public works projects and purchases, including the small works roster and limited public works processes, rather than amend procurement rules and contract thresholds on a case-by-case basis.

(2) Subject to funds appropriated for this purpose, the capital projects advisory review board must review the public works contracting processes for local governments, including the small works roster and limited public works processes provided in RCW 39.04.155, and report to the governor and appropriate committees of the legislature by November 1, 2020. The report must include the following:

(a) Identification of the most common contracting procedures used by local governments;

(b) Identification of the dollar amounts set for local government public works contracting processes;

(c) Analysis of whether the dollar amounts identified in (b) of this subsection comport with estimated project costs within the relevant industries;

(d) An analysis of the potential application of an inflation-based increaser, taking regional factors into consideration, to the dollar amounts identified in (b) of this subsection, for example:

(i) Applying the implicit price deflator for state and local government purchases of goods and services for the United States as published by the bureau of economic analysis of the federal department of commerce; and

(ii) Adjusting the bid limit dollar thresholds for inflation, on a regional basis, by the building cost index during that time period;

(e) Recommendations to increase uniformity and efficiency for local government public works contracting and procurement processes;

(f) Rates of participation of all contractor types, including qualified minority and women-owned and controlled businesses, in the small works roster and limited public works contracting processes; and

(g) Barriers to improving the participation rate in the small works roster and limited public works contracting processes.

(3) For purposes of this section:

(a) "Local governments" refers to all counties, cities, towns, other political subdivisions, and special purpose districts.

(b) "Building cost index" means the building cost index for Seattle, Washington, compiled by engineering news record, a nationally recognized professional construction trade periodical. The building cost index uses average skilled construction labor rates, structural steel, concrete, and lumber as the basis of measurement.

Passed by the Senate April 23, 2019.
Passed by the House April 16, 2019.
Approved by the Governor May 21, 2019, with the exception of certain items that were vetoed.
Filed in Office of Secretary of State May 21, 2019.

Note: Governor's explanation of partial veto is as follows:

"I am returning herewith, without my approval as to Section 15, Engrossed Substitute Senate Bill No. 5418 entitled:

"AN ACT Relating to local government procurement modernization and efficiency."

588

Engrossed Substitute Senate Bill 5418 will help improve procurement processes for local governments. Section 15 of the bill amends RCW 87.03.435 relating to irrigation districts. Section 2 of a different bill passed by the Legislature this year, Engrossed Senate Bill 5453, contains the same amendments as well as other changes. Therefore I am vetoing Section 15 of Engrossed Substitute Senate Bill 5418 to avoid these double amendments and any confusion at the Office of the Code Reviser.

I would also note that the Legislature did not provide funding for the Capital Projects Advisory Review Board to review the public works contracting processes for local governments, including the small works roster and limited public works processes as set forth in Section 16. I am directing my Office of Financial Management to work with the Department of Enterprise Services to identify resources so they can begin this important work. In addition, I will be asking the Legislature to include full funding of this study in the 2020 supplemental operating budget.

For these reasons I have vetoed Section 15 of Engrossed Substitute Senate Bill No. 5418.

With the exception of Section 15, Engrossed Substitute Senate Bill No. 5418 is approved."

--- END ---

FINAL BILL REPORT
ESSB 5418

PARTIAL VETO
C 434 L 19
Synopsis as Enacted

Brief Description: Concerning local government procurement modernization and efficiency.

Sponsors: Senate Committee on Local Government (originally sponsored by Senators Takko, Zeiger and Liias).

Senate Committee on Local Government
House Committee on Local Government

Background: County–Contracts. Counties with a population of 400,000 or more may establish by resolution a purchasing department to enter into personal property leases on a competitive basis and purchase all supplies, materials, and equipment on a competitive basis, for all departments of the county. Counties must also generally contract on a competitive basis for public works except that regular county employees may perform public works of up to 10 percent of the public works construction budget.

Small Works Roster. State agencies and local governments may create a small works roster of contractors for certain work estimated to cost $300,000 or less. Bids may be solicited from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to the lowest responsible bidder. However, if the estimated cost of the work is from $150,000 to $300,000, a state agency or local government that chooses to solicit bids from less than all the appropriate contractors on the appropriate small works roster must also notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. Notice may be given by newspaper, mail, or electronically.

Limited Public Works Projects. In lieu of the small works roster process, state agencies and local governments may award a contract for certain work, construction, alteration, repair, or improvement projects estimated to cost less than $35,000 by soliciting bids from a minimum of three contractors from the appropriate small works roster and must award the contract to the lowest responsible bidder. After an award is made, the quotations must be open to public inspection and available by electronic request.

Public Works Contracts–Protests. Unless an exception applies, all municipalities must contract for the execution of public works after advertisement and competitive bid or by a contract awarded under the small works roster process. Generally, municipality means every

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This analysis was prepared by non-partisan legislative staff for the use of legislative members in their deliberations. This analysis is not a part of the legislation nor does it constitute a statement of legislative intent.

city, county, town, port district, district, or other public agency authorized by law to require the execution of public work.

If a municipality receives a written protest from a bidder within two business days of a bid opening, the municipality may not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the municipality's intent to execute a contract for the project.

Public Utility Districts. A public utility district (PUD) is a type of special purpose district authorized for the purpose of generating and distributing electricity, providing water and sewer services, and providing telecommunications services. PUDs are governed by a board of either three or five elected commissioners. PUDs are authorized to establish rates and charges for providing water and sewer services.

Public Utility Districts and Contracts. PUDs must contract for the following:

- any items of similar materials, equipment, or supplies estimated to cost more than $15,000;
- any items of similar materials, equipment, or supplies estimated to cost more than $7,500, if purchased within a single calendar month; and
- any work ordered by a district commission estimated to cost more than $25,000.

Contracts are not required for work accepted as an industry practice under prudent utility management. Prudent utility management means performing work with regularly employed personnel utilizing material of a worth not exceeding $150,000 in value without a contract. This limit does not include the value of individual items of equipment purchased or acquired and used as one unit of a project.

Unit price contractors must pay prevailing wages for all public works. Prevailing wages for all work performed pursuant to each work order must be the rates in effect at the time the individual work order is issued.

Water-Sewer Districts. Water-sewer districts provide water and sewer services to incorporated and unincorporated areas. District powers include the authority to purchase, construct, maintain, and supply waterworks to furnish water to inhabitants, and to develop and operate systems of sewers and drainage. Districts may also fix rates and charges for services, enter into contracts, levy taxes, and issue bonds. Generally, districts must solicit bids and award contracts for all work estimated to cost over $50,000.

Second Class Cities or Towns and Public Works Contracts. A second class city or town may contract for public works without a competitive bidding process if:

- the estimated cost is $65,000 or less and involves more than one craft or trade; or
- the estimated cost is $40,000 or less and involves a single craft or trade or the public works is street signalization or street lighting.

All other public works contracts must be entered into following either a competitive bidding process or the small works roster process.

Lowest Responsible Bidder. State law requires local agencies to award public works contracts to a responsible bidder with the lowest responsive bid, otherwise referred to as the lowest responsible bidder. Responsive bids are bids submitted on time with all of the information the agency requested. Responsible bidders must meet a number of mandatory criteria:

- be a registered contractor;
- have a current Unified Business Identifier number;
- have industrial insurance and workers' compensation coverage;
- have an Employment Security Department account;
- have a state excise tax registration number;
- not be disqualified from bidding from a violation relating to registration, license, or wages;
- not have any apprenticeship violations, if applicable; and
- certify through a sworn statement that they are not a willful violator of labor laws within the past three years.

Responsible bidders must also choose to:

- have received training, provided by the Department of Labor and Industries (L&I) or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages; or
- have completed three or more public works projects and maintained a valid business license in Washington for at least three years.

First Class Cities and Public Works Contracts. Generally, a first class city may have public works performed by contract following public notice and call for competitive bids. City employees may perform public works costing 10 percent or less of the city's public works construction budget. Any cost in excess of the allowable 10 percent is deducted from the otherwise permitted amount of public works that may be performed by public employees in the city's next budget period.

In addition to the percentage limitation, a first class city must contract for public works with a competitive bidding process if:

- the estimated cost is more than $90,000 and involves more than one craft or trade; or
- the estimated cost is more than $45,000 and involves a single craft or trade or the public works is street signalization or street lighting.

Fire Protection Districts. A fire protection district is a type of special purpose district created to provide fire prevention, fire suppression, and emergency medical services within a district's boundaries, which can include incorporated and unincorporated areas. A formal sealed bid procedure must be used for purchases and contracts for purchases made by the board of commissioners. Formal sealed bidding is not required for:

- the purchase of materials when such materials, equipment, or supplies have an estimated cost not exceeding $10,000; however, whenever the estimated cost does not exceed $50,000, the commissioners may by resolution use the alternative bidding process available for municipalities;
- contracting for work involving the construction or improvement of a fire station or other buildings where the estimated cost does not exceed $20,000;
- contracts using the small works roster process; and

- any contract for purchases or public work which are exempt from competitive bidding requirements.

Alternative Bidding Process. Municipalities are offered an alternative process for competitive bidding of purchases through a vendor list process. The process may be used only by those municipalities having statutory authorization. Statutes governing which municipalities may use the process must include the maximum dollar thresholds for contracts awarded under the process. Contracts awarded using this process do not need to be advertised.

Office of Minority and Women's Business Enterprises. The Office of Minority and Women's Business Enterprises (OMWBE) is the sole authority in Washington for certifying minority, women-owned, and socially and economically disadvantaged business enterprises. Certified business enterprises are listed in the OMWBE database. Cities, counties, state agencies, transportation, and educational institutions use the database to source small and diverse firms for potential contracting opportunities.

Summary: County–Contracts. All counties may establish by resolution a purchasing department to enter into personal property leases on a competitive basis and purchase all supplies, materials, and equipment on a competitive basis, for all departments of the county.

Unit Priced Contracts. Every public body, including county public transportation authorities, public transportation benefit areas, regional transit authorities, counties, and water-sewer districts may procure public works with a unit priced contract to complete anticipated types of work based on hourly rates or unit pricing for one or more categories of work or trades. "Unit priced contract" is defined as a competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of a district, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price, for each category of work. Although an initial contract term may not exceed one year, districts may extend or renew a contract for one additional year.

Invitations for unit price bids must include the following information:
- estimated quantities of the anticipated types of work or trades; and
- how the district will issue or release work assignments, work orders, or task authorizations for projects based on the hourly rates or unit prices bid by the contractor.

Whenever possible, a district must invite at least one proposal from a certified minority or woman contractor. Contracts must be awarded to the lowest responsible bidder. Unit price contractors must pay prevailing wages for all public works that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work must be the rates in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually.

Small Works Roster. State agencies and local governments may use the small works roster process for projects estimated to cost $350,000 or less. Governments may choose to solicit bids from less than all the appropriate contracts on an appropriate small works roster for projects estimated to cost between $250,000 and $350,000. After an award is made, bid

quotations must be made available after either telephonic or electronic request. State agencies and local governments using the small works roster process may waive public improvement contract retainage requirements to assume liability for unpaid wages and taxes, but will still retain rights of recovery against the contractor for payments made on the contractor's behalf.

Limited Public Works Projects. State agencies and local governments may award a contract for certain work, construction, alteration, repair, or improvement projects estimated to cost less than $50,000 by soliciting bids from a minimum of three contractors from the appropriate small works roster. These bids must be solicited equitably among contractors willing to perform in the geographic area of the work. State agencies and local governments using the limited public works projects process may waive performance bond and public improvement contract retainage requirements to assume liability for unpaid wages and taxes, but will still retain rights of recovery against the contractor for payments made on the contractor's behalf. The limited public works projects process may be used to solicit bids from minibusinesses and microbusinesses.

Public Works Contracts–Protests. A municipality soliciting competitive bids for a public works project must provide copies of bids received if requested to do so. A bidder must now submit a written protest to a municipality soliciting bids within two business days of the municipality disclosing all bids received or, if no request is made, bid opening.

Public Utility Districts. Contract thresholds for when competitive bidding is required for PUDs are increased as follows:

- any items of similar materials, equipment, or supplies estimated to cost more than $30,000;
- any items of similar materials, equipment, or supplies estimated to cost more than $12,000, if purchased within a single calendar month; and
- any work ordered by a district commission estimated to cost more than $50,000.

Prudent utility management means performing work with regularly employed personnel utilizing material of a worth not exceeding $300,000 in value without a contract. This limit does not include the value of individual items of equipment, regardless of whether they are purchased or acquired and used as one unit of a project.

Equipment is defined to include a conductor, cabling, wire, pipe, or lines used for electrical, water, fiber optic, or telecommunications.

Prevailing wage rates must be those in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous 12-month period of the unit priced contract.

Second Class Cities or Towns—Lowest Responsible Bidder. If a second-class city or town issues a written finding that the lowest bidder has delivered a project to the city within the last three years that was late, over budget, or did not meet specifications, and the city does not find in writing that such bidder has shown how they would improve performance to be likely to meet project specifications, then the city may choose the second lowest bidder

whose bid is within 5 percent of the lowest bid and meets the same criteria as the lowest bidder.

Whenever possible, the city or town shall invite at least one proposal from a certified minority or woman contractor who shall otherwise qualify under this section. Any second-class city or town that awards a project to the second lowest bidder must make an annual report to the Department of Commerce that includes the total number of bids awarded to certified minority or women contractors and describe how notice was provided to potential certified minority or women contractors.

Cities—Public Works Contracts. Contract thresholds for when competitive bidding is required for a first class city, second class city, or town are increased as follows:

- the estimated cost is $150,000 or more and involves more than one craft or trade; or
- the estimated cost is $75,500 or more and involves a single craft or trade or the public works is street signalization or street lighting.

Fire Protection Districts. Contract thresholds for when competitive bidding is required for a fire protection district are increased as follows:

- the estimated cost exceeds $40,000;
- the estimated cost exceeds $75,000, when using the alternative bidding process; and
- the estimated cost exceeds $30,000, when contracting for work involving the construction or improvement of a fire station or other buildings.

Capital Projects Advisory Review Board Study. The Capital Projects Advisory Review Board must review the public works contracting processes for local governments, including the small works roster and limited public works processes, and report to the Governor and appropriate committees of the Legislature by November 1, 2020. The report must include the following:

- identification of the most common contracting procedures used by local governments;
- identification of the dollar amounts set for local government public works contracting processes;
- analysis of whether the dollar amounts comport with estimated project costs within the relevant industries;
- an analysis of the potential application of an inflation-based increaser to the dollar amounts, taking regional factors into consideration;
- recommendations to increase uniformity and efficiency for local government public works contracting processes; and
- rates of and barriers to participation in the small works roster and limited public works contracting processes.

"Local governments" refers to all counties, cities, towns, other political subdivisions, and special purpose districts. This study is subject to appropriated funds.

Office of Minority and Women's Business Enterprises. The definition of "contractor" is added as "an individual or entity granted state certification and awarded either a direct contract with an agency or an indirect contract as a subcontractor to perform a service or provide goods." Other technical corrections are made.

Alternative Bid Procedure. Cost thresholds for when the alternative bid procedure may be used for purchases is increased from between $15,000 and $60,000 per calendar month to between $30,000 and $120,000 per calendar month.

Irrigation Districts. In addition to publishing notices soliciting bids for district canal construction projects in newspapers, an irrigation district must also post notices on its website, or the county's website if the district does not have a website. Irrigation districts are granted express authority to use the small works roster process.

Votes on Final Passage:

Senate	45	3	
House	76	22	(House amended)
Senate	40	7	(Senate concurred)

Effective: July 28, 2019

Partial Veto Summary:

- Removed a section allowing irrigation districts to publish notice calling for public works contract proposals on a website and to contract using the small works roster process.

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: Sewer Treatment Plant Upgrades Feasibility Study and Pre-Treatment Program Development Professional Services Agreement - Public Works,

STRATEGIC PRIORITY: Reliable Infrastructure and Connected Mobility

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Contract **PROPOSED BY:** Public Works

RECOMMENDED MOTION:
Approve with Consent Agenda.

SUMMARY:

Currently the City's Treatment Plant provides for primary and secondary treatment. Citizens and Council alike are concerned with possible contaminants discharging to Puget Sound that may be harmful to the marine environment. Staff have been tasked with studying the feasibility of voluntary treatment upgrades in excess of current regulatory requirements. Staff is including additional services in this contract for supporting the development of a pre-treatment program that is a priority for ensuring compliance with the City's waste discharge permit. This work is funded within the current operating budget.

FISCAL IMPACT:

Amount:	$160,455.00
Ongoing Cost:	
One-Time Cost:	$160,455.00
Included in Current Budget?	Yes

BACKGROUND:

This Professional Services Agreement (PSA) addresses two distinct aspects of the wastewater treatment plant's functionality: an analysis of options for tertiary treatment (the effluent leaving the plant); and, the development of a pre-treatment program (sometimes known as a fats, oils, and greases or FOG program) to ensure that wastewater entering the plant from restaurants and other industrial and commercial are regulated to ensure they can be properly treated by the existing treatment plant facilities.

With regards to tertiary treatment, citizens and Council alike are concerned with possible contaminants discharging to Puget Sound that may be harmful to the marine environment. Contaminants of concern include toxic chemicals from pharmaceuticals, personal care products, and other “chemicals of emerging concern”. Biochemical oxygen demand (BOD), nutrient loading, and bio-solids quality are also of concern. Staff have been tasked with studying the feasibility of voluntary tertiary treatment upgrades (the plant currently provides primary and secondary treatment) in excess of current regulatory requirements; however, new regulations mandating some form of tertiary treatment seem likely in the next 5-10 years.

In addition to the tertiary treatment analysis, this PSA will also address data collection, analysis, and consultant input for the development of a pre-treatment or FOG program. Establishing a pre-treatment program is critical for maintaining the City’s waste discharge permit, which requires that the City monitor and ensure that plant influent is within 85% of the plant’s capacity for treatment. If the City’s monitoring indicates consistent 3-month segments of time during which the 85% capacity limit is exceeded, then the Department of Ecology could require costly upgrades to the plant facilities. To date, the City has reported several 2-month segments of time that have exceeded the 85% limit. The result of this element of the work will be a pre-treatment ordinance that enhances regulations from commercial and industrial discharges to the municipal sewer system.

To create the efficiency of a single contract for multiple work products, the staff combined budget from several approved operating sources, including $100K from the budget as planned for investigation of tertiary treatment options, approximately $21K from the budget set-aside for the pre-treatment project, and redirected approximately $49K in funds from other sewer operating projects that the staff determined were of lower priority when compared with the risk of maintaining waste discharge permit compliance.

The City solicited Requests for Proposals in May 2019. The selection committee evaluated and interviewed the selected submittals and recommends Murraysmith, Inc. as the most qualified consultant to perform the requested services. The Utility Advisory Committee reviewed the PSA at their meeting on September 11, 2019, and generally agreed with the scope and direction.

ATTACHMENTS:

PSA with Murraysmith, Inc.

Attachment A to PSA with Murraysmith, Inc.

WWTP Tertiary Treatment Feasibility RFQ

FISCAL DETAILS: Sewer - Operating Fund.

* $100,000 from the 2019 budgeted amount for the Tertiary Treatment Study

* $65,000 from the 2019 budgeted amount for major maintenance projects and programs including the preparatory work for the Fats, Oils and Greases ordinance.

Fund Name(s): Sewer Fund

Coding: 72425352-541100-01009

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into between the City of Bainbridge Island, a Washington State municipal corporation, ("City") and Murraysmith, Inc., an Oregon State corporation ("Consultant").

WHEREAS, the City needs professional services in connection with Wastewater Treatment Plant Upgrades Study; and

WHEREAS, the Consultant has the expertise and experience to provide said services and is willing to do so in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises, and agreements set forth herein, it is agreed by and between the City and the Consultant as follows:

1. SERVICES BY CONSULTANT

The Consultant shall provide the professional services as defined in this Agreement and as necessary to accomplish the scope of services attached hereto as **Attachment A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor, and related equipment to conduct and complete the work, except as specifically noted otherwise in this Agreement.

2. TERM AND TERMINATION OF AGREEMENT

A. This Agreement shall become effective upon execution by both parties and shall continue in full force and effect until December 31, 2020, unless sooner terminated by either party as provided below.

B. This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party. In the event of termination, all finished or unfinished documents, reports, or other material or work of the Consultant pursuant to this Agreement shall be submitted to the City, and the Consultant shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

3. PAYMENT

A. The City shall pay the Consultant for such services:

[X] Hourly, plus actual expenses, in accordance with **Attachment A**, but not more than a total of One Hundred Sixty Thousand Four Hundred Fifty-Five Dollars and no cents ($160,455.00);
[ ] Fixed Sum: a total amount of $_____;
[ ] Other: $_____, for all services performed and incurred under this Agreement, to be billed monthly in equal amounts.

B. The Consultant shall submit, in a format acceptable to the City, monthly invoices for services performed in a previous calendar month. Each project and each task within a project shall be the subject of a separate invoice. The Consultant shall maintain time and expense records and provide them to the City upon request.

C. The City shall pay all invoices by mailing a City check within sixty (60) days of receipt of a proper invoice from the Consultant.

D. If the services rendered do not meet the requirements of this Agreement, the Consultant shall correct or modify the work to comply with this Agreement. The City may withhold payment for such work until it meets the requirements of this Agreement.

4. INSPECTION AND AUDIT

The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records if necessary to conduct or document an audit. The Consultant shall preserve and make available all such books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

5. INDEPENDENT CONTRACTOR

A. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that the Consultant's status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall the Consultant claim any related employment benefits, social security, and/or retirement benefits.

B. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.

C. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

D. The Consultant shall obtain a business license and, if applicable, pay business and occupation taxes pursuant to Title 5 of the Bainbridge Island Municipal Code.

6. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

A. The Consultant agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, sexual orientation, age, disability, or other circumstance prohibited by federal, state, or local law or ordinance, except for a bona fide occupational qualification.

B. The Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement.

C. Violation of this Section 6 shall be a material breach of this Agreement and grounds for cancellation, termination, or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

7. OWNERSHIP OF WORK PRODUCT

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the City and shall be forwarded to the City in hard copy and in digital format that is compatible with the City's computer software programs. Any reuse by the City of such data, materials, reports, memoranda, or other documents, including but not limited to instruments of service, outside the scope of work of this Agreement, or any alteration of them whatsoever without Consultant's review and approval, shall be at the City's sole risk.

8. GENERAL ADMINISTRATION AND MANAGEMENT

The City Manager of the City, or designee, shall be the City's representative, and shall oversee and approve all services to be performed, coordinate all communications, and review and approve all invoices, under this Agreement.

9. HOLD HARMLESS AND INDEMNIFICATION

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

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons

or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

C. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to void, nullify, and/or invalidate any of these covenants of indemnification.

D. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification in any third party.

10. INSURANCE

The Consultant shall maintain insurance as follows:

[X] Commercial General Liability as described in **Attachment B**.
[X] Professional Liability as described in **Attachment B**.
[X] Automobile Liability as described in **Attachment B**.
[X] Workers' Compensation as described in **Attachment B**.
[ ] None.

11. SUBLETTING OR ASSIGNING CONTRACT

This Agreement, or any interest herein or claim hereunder, shall not be assigned or transferred in whole or in part by the Consultant to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Consultant as stated herein.

12. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

13. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

14. FAIR MEANING

The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

15. NONWAIVER

A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant, or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition, or right.

16. NOTICES

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties at their addresses as follows:

To the City:
City of Bainbridge Island
280 Madison Avenue North
Bainbridge Island, WA 98110
Attention: City Manager

To the Consultant:
Murray Smith, Inc.
Attn. Preston Van Meter, PE
888 SW 5th Avenue, Suite 1170
Portland, OR 97204

or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

17. SURVIVAL

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. VENUE

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Kitsap County, Washington.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later of the signature dates included below.

MURRAY SMITH, INC.	CITY OF BAINBRIDGE ISLAND
Date:_____	Date:_____
By:_____	By:_____
Name_____	Morgan Smith, City Manager
Title_____	
Tax I.D. #_____	
City Bus. Lic. #_____	

ATTACHMENT A
SCOPE OF SERVICES

ATTACHMENT B
INSURANCE REQUIREMENTS

A. Insurance Term

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

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

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

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

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

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

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

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

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

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

Before commencing work and services, the Consultant shall provide to the person identified in Section 8 of the Agreement a Certificate of Insurance evidencing the required insurance. The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. The City reserves the right to request and receive a certified copy of all required insurance policies.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

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

J. City Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

ATTACHMENT A

SCOPE OF WORK
WWTP CEC Removal Evaluation and Pretreatment Program Support
City of Bainbridge Island, WA

Introduction

The Winslow Treatment Plant (Winslow WWTP) was originally constructed in 1978 and last upgraded in 2005. The City operates the WWTP under a National Pollutant Discharge Elimination System (NPDES) permit issued by the Washington Department of Ecology (Ecology) with an effective date of August 1, 2017.

Currently, the Winslow WWTP provides primary and secondary wastewater treatment that includes a headworks with fine screen, grit chamber, two aeration basins, three secondary clarifiers, and UV disinfection. Final effluent is pumped approximately 5,370 feet to an outfall in Puget Sound just east of Wing Point. Solids handling processes include two aerated sludge holding tanks, a screw press for solids dewatering, and a sludge loadout area for solids hauling. Biosolids produced at the Winslow WWTP do not consistently meet Class B Biosolids requirements and are currently hauled to landfill for disposal.

City residents and elected officials are concerned about protecting water quality in Puget Sound and the potential effects of contaminants of emerging concern (CECs) such as nutrients, metals, pharmaceuticals and personal care products (PPCPs) and other trace organics that may be of impact to Puget Sound water quality. The study will investigate the presence of CECs in Winslow WWTP influent as well as treated effluent discharged to Puget Sound and propose potential treatment technologies that could be further investigated in a follow-up study.

In addition, the City is concerned about the high plant influent BOD loading from business such as wineries, breweries, and distilleries. The study will investigate the sources of high BOD loading from these dischargers and explore practical and cost-effective options for upgrading the Winslow WWTP capacity. In addition, the study will provide recommendations for the establishment of pretreatment local limits for dischargers of high strength waste (HSW) and provide 3rd party review of updates to the City's pretreatment and fats, oils and grease (FOG) ordinance.

The results of the study will be documented in a series of technical memoranda and communicated to the public and City Council through presentations at the City's regularly scheduled Utility Advisory Committee (UAC) and City Council meetings.

Scope of Work

The project will actively engage City staff throughout the process, taking maximum advantage of the previous work and City's input to develop consensus at key points in the evaluation process. The Scope of Work includes:

Task 1 – Project Management
Task 2 – Existing WWTP CEC Testing and Regulatory Considerations
Task 3 – WWTP Treatment Capacity Evaluation and Pretreatment Program Support
Task 4 - Public Process

Following is a detailed breakdown of the tasks and subtasks that comprise the Scope of Work.

Task 1 – Project Management

The purpose of this task is to provide management of the project team, schedule, and budget. The project manager (PM) will maintain communication with the City and the team throughout the duration of the project, lead meetings and workshop discussions, keep the City up to date on project issues, and incorporate the City's input into the work product as appropriate.

Subtask 1.1 – Project Kickoff Meeting and WWTP Site Visit

A project kickoff meeting will be held at City Hall to introduce the project team, establish project objectives, review consultant and City communication protocols, discuss the project scope and examine the project schedule including the key delivery dates. A WWTP site visit will be conducted following the kickoff meeting. Murraysmith's Project Manager, Project Engineer, Technology Lead, and subconsultants will attend the project kickoff meeting in person.

Subtask 1.2 – Monthly Project Status Reports and Invoices

Monthly project status reports will summarize the current project status, noting key outstanding issues that may impact the scope, schedule, or budget. Monthly invoices will be included with the monthly project status reports. The project will be managed to maintain the scope, schedule, and budget.

Subtask 1.3 – Team Coordination Activities

Murraysmith's Project Manager will coordinate efforts of Murraysmith's internal team and sub-consultants to keep the project on schedule, identify scope changes that may impact the project budget, and keep City staff up to speed on progress. Team coordination activities will include monthly conference calls involving City staff and Murraysmith's project team.

Task 1 Deliverables

1. One electronic (PDF) copy of the agenda and minutes from the Project Kickoff Meeting.
2. One electronic (PDF) copy of monthly Project Status Reports and invoices.

Task 1 Assumptions

A. The total project duration is assumed to be eight (8) months; therefore, 8 monthly progress reports are included in the scope.

Task 2 – Existing WWTP CEC Testing and Regulatory Considerations

This task includes collection and review of background information at the start of the project and development of the baseline information needed to complete the project, including characterization of wastewater influent and effluent as well as a review of near- and long-term regulatory requirements related to the Winslow WWTP discharge to Puget Sound.

Subtask 2.1 – Background Data Collection and Review

Murraysmith will prepare a request for background data and information that would be helpful for completing the project. It would be helpful for the background data to be provided in advance of the Project Kickoff Meeting.

Task 2.1 Deliverables

1. One electronic (PDF) copy of the Background Data Request for project information required to complete the project.

Task 2.1 Assumptions

A. City will provide requested background data and information for review prior to the Project Kickoff Meeting.

Subtask 2.2 – WWTP Water Quality Sampling and Testing Program and Regulatory Review

Murraysmith's team will develop a WWTP Water Quality (WQ) Sampling and Testing Protocol identifying CECs, PPCPs, nutrients, and other compounds for which concentrations are desired for completion of the study. In addition, the sampling protocol will include extensive sampling to identify COD and BOD fractions to improve process model development. The testing protocol will include a list of constituents to be tested, standard test method and method detection limits, sampling and testing schedule, and estimated testing fees. A summary of the recommended analytical testing of WWTP influent and effluent is included in Attachment A-1.

Following completion of the final protocol, the sampling and testing program will be implemented with City's support.

In addition, Murraysmith will review the regulatory requirements in the City's current NPDES Permit as well as emerging regulations related to the Puget Sound, including the Puget Sound Nutrient Form, WA legislature rulemaking, WA 303(d) list of water quality impairments, and other emerging regulatory considerations being considered by Ecology and the Environmental Protection Agency (EPA). As part of this task, Murraysmith staff will meet with Ecology representatives to discuss both near- and long-term regulatory considerations related to the Puget Sound Nutrient Form and the City's NPDES Permit.

Once the data collection and regulatory review is complete, Murraysmith will prepare a technical memorandum summarizing the results of the WWTP WQ Sampling and Testing Program as well as the regulatory review.

Task 2.2 Deliverables

1. One electronic (PDF) copy of the Draft and Final WWTP WQ Sampling and Testing Protocol (TM-01A).

2. One electronic (PDF) copy of the Draft WWTP WQ Sampling and Testing Program Data Report and Regulatory Review Technical Memorandum (TM-01B).

Task 2.2 Assumptions

A. City will complete review of TM-01A and TM-01B within 10 working days.

B. Sampling and testing will be completed at 2 locations: 1) downstream of the headworks (screened influent); and 2) downstream of disinfection (final effluent).

C. City staff will collect WQ samples in bottles provided by the preferred WQ testing laboratory, and package and hand deliver or mail samples as instructed by the laboratory.

D. Murraysmith staff will provide coordination of the sampling and testing program with the City's preferred WQ laboratory.

E. Cost for analytical testing services will be included in Murraysmith's contract.

F. The regulatory evaluation will identify potential near- and long-term concerns related to the City's NPDES Permit.

G. A summary of emerging regulations and considerations in other regions of the United States will be included in TM-01B.

Subtask 2.3 – Technology Options and Treatment Performance Literature Review

Conduct a literature review of current research and other publications summarizing treatment technologies that could be implemented at the Winslow WWTP identifying estimated treatment removal performance for nutrients, metals, pharmaceuticals, and personal care products. As part

of the literature review, provide a summary of current technology commercialization efforts as well as capital and O&M cost considerations, a high-level qualitative assessment of feasibility, and other information important for consideration by the City if implemented at the Winslow WWTP. Based on the results of the literature review, Murraysmith will identify specific alternatives which could be considered for further investigation.

Task 2.3 Deliverables

1. One electronic (PDF) copy of the Draft Treatment Technologies and Performance Literature Review Technical Memorandum 02 (TM-02).

Task 2.3 Assumptions

1. City will complete review of TM-02 within 10 working days.

Subtask 2.4 – WWTP CEC Sampling and Testing Program Data and Regulatory Considerations Review Workshop

Conduct a meeting with City staff to review and discuss results from the Winslow WWTP WQ sampling and testing program as well as the information summarized in Draft TM-01B and TM-02. Following the workshop, TM-01B and TM-02 will be finalized incorporating City comments.

Task 2.4 Deliverables

1. One electronic (PDF) copy of the workshop agenda and minutes.
2. One electronic (PDF) copy of the Final WWTP WQ Sampling and Testing Program Data Report and Regulatory Review Technical Memorandum (TM-01B).
3. One electronic (PDF) copy of the Final Treatment Technologies and Performance Literature Review Technical Memorandum 02 (TM-02).

Task 2.4 Assumptions

A. The workshop will be approximately 3 hours, attended by Murraysmith's Project Manager, Project Engineer, and Technology Lead with others joining by phone, if required.

Task 3 – WWTP Treatment Capacity Evaluation and Pretreatment Program Support

In this task, the Murraysmith team will investigate the high influent BOD at the Winslow WWTP and identify potential practical and cost-effective opportunities to re-rate the influent capacity and/or upgrade the WWTP to treat higher strength waste from local breweries, distilleries and wineries. Support will also be provided to investigate and quantify local HSW sources and implementation of an industrial pretreatment program and establishment of local limits, including review of the City's draft pretreatment and FOG ordinances.

Subtask 3.1 – Winslow WWTP BOD Treatment Capacity and Upgrades Evaluation

Review Winslow WWTP design criteria provided in record drawings from the most recent plant expansion, NPDES Permit requirements related to influent BOD and TSS loading and historical plant performance data to assess treatment performance as compared to original design criteria. Evaluate alternatives for practical and cost-effective upgrades to increase WWTP capacity to accommodate HSW from local breweries, distilleries and wineries. Options will be evaluated using a biological process model.

Evaluations and recommendations will be documented in a technical memorandum along with recommendations for next steps related to facility re-rating and cost estimates for recommended plant upgrades to treat HSW from local breweries, distilleries and wineries.

Task 3.1 Deliverables

1. One electronic (PDF) copy of the Draft Winslow WWTP BOD Treatment Capacity and Upgrades Evaluation Technical Memorandum 03 (TM-03).

Task 3.1 Assumptions

A. The City will provide Winslow WWTP record drawings with design criteria, current NPDES Permit and DMRs for the past 5 years for completion of the evaluation. Additional process testing data for the aeration basins will also be helpful for the study.

B. The City will provide the original plant design record drawings and any other plant upgrade design documents.

C. City will complete review of TM-03 within 10 working days.

Subtask 3.2 –HSW Discharger Site Visit & Documentation

Murraysmith staff will conduct a site visit to tour local breweries, wineries and distilleries discharging HSW to the City's wastewater collection system. It is anticipated that 4-5 facilities will be toured during the site visit, where opportunities for installation of sampling manholes on individual dischargers as well as opportunities for the installation of pretreatment systems. Following the site visit, it is anticipated the City will collect and test samples from HSW dischargers for use in completing the pre-treatment evaluation.

Task 3.2 Deliverables

1. Field notes with pictures documenting the potential locations of sampling manholes and pretreatment systems for HSW dischargers.

Task 3.2 Assumptions

A. The site visit to 4-5 local business will be conducted in one day and attended by Murraysmith's Project Manager and Technology Lead.

B. Sampling and testing of HSW from local breweries, distilleries, and wineries will be conducted by City staff, including sample collection and testing for BOD and TSS.

Subtask 3.3 – HSW Discharger Pretreatment Recommendations

Based on the findings of Winslow WWTP capacity evaluation and the WQ sampling and testing of HSW dischargers completed by City staff, Murraysmith will prepare a technical memorandum summarizing pretreatment recommendations for HSW dischargers along with recommendations for pretreatment local limits.

Pretreatment Local Limits will be recommended for two potential WWTP capacity scenarios:

1. Current Winslow WWTP rated capacity; and
2. Re-rated Winslow WWTP capacity incorporating practical and cost-effective upgrades identified in Task 3.1.

Pretreatment program recommendations and local limits will be documenting in a technical memorandum for City review. The memorandum will include the practical pretreatment alternatives, as well as the inspection, monitoring and enforcement techniques for breweries, wineries, and distilleries. The site visits documentation prepared in Task 3.2 will be included as an appendix.

Task 3.3 Deliverables

1. One electronic (PDF) copy of the Draft HSW Discharger Pretreatment Recommendations Technical Memorandum 04 (TM-04).

Task 3.3 Assumptions

A. City will complete review of TM-04 within 10 working days.

Subtask 3.4 – Pretreatment/FOG Ordinance 3rd Party Review Support

Review the City's draft pretreatment and FOG ordinance and provide comments to City staff. The review will include recommendations for incorporation of local limits recommended in Task 3.3.

Task 3.4 Deliverables

1. One electronic (MS Word and PDF) copy of the draft comments on the City's pretreatment and FOG ordinance(s). Recommended modifications will be provided using "tracked changes" mode in MS Word.

Task 3.4 Assumptions

A. Murraysmith's support for the Pretreatment and FOG ordinance will be limited to 3rd party review of the City's proposed ordinance.

Subtask 3.5 – WWTP Capacity and Pretreatment Recommendations Review Workshop

Conduct a workshop with City staff to review and discuss findings of the Winslow WWTP BOD capacity and upgrades evaluation (TM-03) and HSW discharger pretreatment recommendations (TM-04) as well as comments on the City's Pretreatment and FOG ordinance. Following the meeting, TM-03 and TM-04 will be finalized incorporating City comments.

Task 3.5 Deliverables

1. One electronic (PDF) copy of the workshop agenda and minutes.
2. One electronic (PDF) copy of the Final Winslow WWTP BOD Treatment Capacity and Upgrades Evaluation Technical Memorandum 03 (TM-03).
3. One electronic (PDF) copy of the Final HSW Discharger Pretreatment Recommendations Technical Memorandum 04 (TM-04).

Task 3.5 Assumptions

A. The workshop will be approximately 2 hours, attended by Murraysmith's Project Manager, Project Engineer, and Technology Lead.

Task 4 – Public Process

In this task, the Murraysmith's team will prepare a powerpoint slideshow for presentation to the City's Utility Advisory Committee (UAC) and City Council. The presentation will include findings and recommendation for both the CEC evaluation completed in Task 2 and the WWTP capacity and pretreatment program evaluations completed in Task 3.

Subtask 4.1 – Prepare Powerpoint Presentations

Prepare a PowerPoint presentation summarizing the project and recommendations for delivery to the City's UAC and City Council.

Task 4.1 Deliverables

1. One electronic (PDF and PowerPoint) copy of the Draft and Final powerpoint presentations for the UAC and City Council presentations.

Task 4.1 Assumptions

A. No final report consolidating the individual technical memoranda will be prepared as part of Task 4.

B. The City will provide hard copies of presentation materials for distribution to the UAC, City Council, and public attendees at the meetings.

C. It is anticipated the UAC presentation will be modified and potentially reduced in length for the City Council meeting.

D. The final presentations will be attended by Murraysmith's Project Manager, Technology Lead, and Public Outreach Lead.

Subtask 4.2 – UAC and City Council Presentations

Attend one (1) UAC meeting and one (1) City Council meeting to present findings and recommendations from the Existing WWTP CEC Testing and Regulatory Considerations completed in Task 2 and the WWTP Treatment Capacity Evaluation and Pretreatment Program Support provided in Task 3.

Attachment A-1

Preliminary Sampling and Testing Costs

For the sampling and testing program, two CEC samples and three samples for wastewater characterization are proposed. The following tables summarizes the cost for each compound tested and the estimated total cost for each sampling event. The total testing cost would be $16,198 (2 samples @ $6,974 x 2 plus 3 samples @ $750).

CEC Compounds	Cost
Phenolic Compounds	$ 715
Phthalates	$ 495
PFAS	$ 550
Organohalogen flame retardents	$ 1,320
PCB	$ 264
PPCPs	$ 2,640
Organochlorine Pesticides	$ 495
Organophosphate Pesticides	$ 495
Cost Per Sample Event[1]	$ 6,974

Note:

1. Cost includes Influent and Effluent Samples

Wastewater Characterization Compounds	Cost
Influent Flocculated-Filtered COD	$ 55
Influent Filtered COD (field filtered)	$ 35
Influent COD	$ 35
Influent Filtered BOD_5 (field filtered)	$ 83
Influent Total Kjeldahl Nitrogen (TKN)	$ 83
Influent Filtered TKN (field filtered)	$ 83
Influent Ammonia-Nitrogen (NH_3)	$ 28
Influent Nitrate-Nitrogen (NO_3)	$ 22
Influent Alkalinity – as $CaCO_3$	$ 28
Influent Total Phosphorus (P)	$ 33
Influent Orthophosphate (Ortho-P)	$ 25
Influent Calcium and Magnesium	$ 25
Effluent Filtered COD (field filtered)	$ 35
Effluent Ammonia-Nitrogen (NH3)	$ 28
Effluent Nitrate-Nitrogen (NO3)	$ 22
Effluent Nitrite-Nitrogen (NO2)	$ 22
Effluent Alkalinity – as CaCO3	$ 28
Effluent TKN	$ 83
Cost Per Sample Event	$ 750

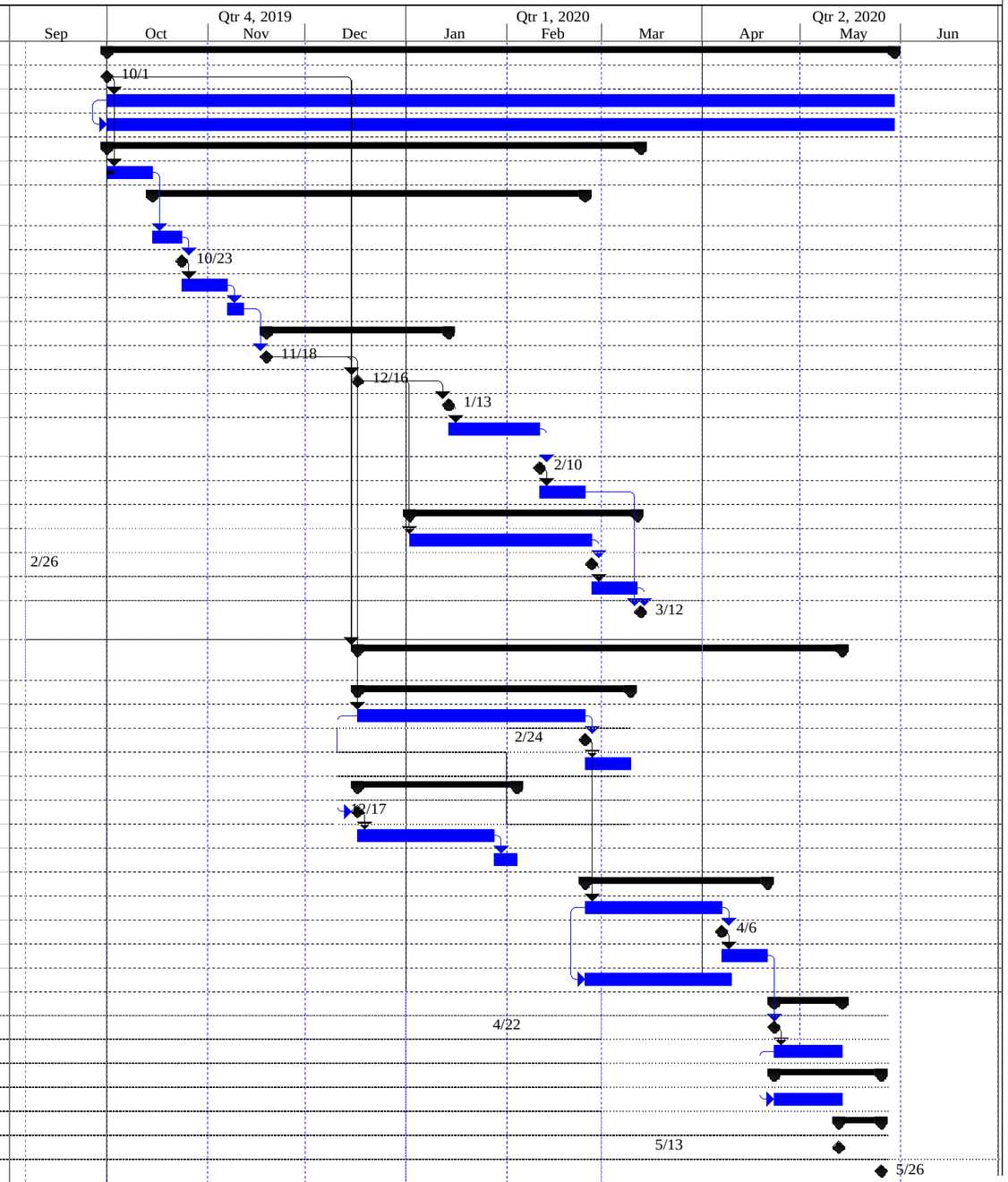
EXHIBIT A
WASTEWATER TREATMENT PLANT CONTAMINANTS OF EMERGING CONCERN REMOVAL EVALUATION AND PRETREATMENT PROGRAM SUPPORT
CITY OF BAINBRIDGE ISLAND, WA
PROPOSED FEE ESTIMATE

	LABOR CLASSIFICATION (HOURS)																
	Principal Engineer V	Principal Engineer III	Professional Engineer VII	Engineering Designer III	Admin. I	Technician IV	Principal Engineer VI	Hours	Labor	Subconsultants			Subconsultant Total	Expenses	CADD Units $18/hr	GIS Units $10/hr	Total
										Primodal	Stensel	Enviroissues					
	$251	$234	$191	$154	$91	$150	$260										
	Van Meter	Zhang	Flowers	Cawley	Rajendran	Marx	Perry										
Task 1 - Project Management																	
Task 1.1 - Project Kickoff Meeting and WWTP Site Visit	6	6	6					18	$ 4,056	$ 1,100	$ 1,155		$ 2,255	$ 500	$ -	$ -	$ 6,811
Task 1.2 - Monthly Project Status Reports and Invoices (7 reports)	4		8		8			20	$ 3,260				$ -	$ -	$ -	$ -	$ 3,260
Task 1.3 - Team Coordination Activities	7							7	$ 1,757				$ -	$ -	$ -	$ -	$ 1,757
Task 1 Subtotal	17	6	14	0	8	0	0	45	$ 9,073	$ 1,100	$ 1,155	$ -	$ 2,255	$ 500	$ -	$ -	$ 11,828
Task 2 - Existing WWTP CEC Testing and Regulatory Considerations																	
Task 2.1 - Background Data Collection and Review	1	6	16	16	1	0	0	40	$ 7,266				$ -	$ -	$ -	$ -	$ 7,266
Task 2.2 - WWTP Water Quality Sampling and Testing Program and Regulatory Review	2	8	20	46	4		2	82	$ 14,162	$ 1,540	$ 963		$ 2,503	$ -	$ -	$ -	$ 16,665
Task 2.3 - Technology Options and Treatment Performance Literature Review	4	12	36	34	4		2	92	$ 16,808	$ 1,320	$ 1,540		$ 2,860	$ -	$ -	$ -	$ 19,668
Task 2.4 - WWTP CEC Sampling and Testing Program Data and Regulatory Considerations Review Workshop	4	6	6	4	1			21	$ 4,261	$ 660	$ 385		$ 1,045	$ 500	$ -	$ -	$ 5,806
Task 2 Subtotal	11	32	78	100	10	0	4	235	$ 42,497	$ 3,520	$ 2,888	$ -	$ 6,408	$ 500	$ -	$ -	$ 49,405
Task 3 - WWTP Treatment Capacity Evaluation and Pretreatment Program Support																	
Task 3.1 - Winslow WWTP BOD Treatment Capacity and Upgrades Evaluation	8	16	32	40	2	4	2	104	$ 19,326	$ -	$ -		$ -	$ 72	$ -	$ -	$ 19,398
Task 3.2 - HSW Discharger Site Visit & Documentation	12	4	12	8	2			38	$ 7,654	$ -	$ -		$ -	$ -	$ -	$ -	$ 7,654
Task 3.3 - HSW Discharger Pretreatment Recommendations	12	16	16	40	4		2	90	$ 16,856	$ -	$ -		$ -	$ 500	$ -	$ -	$ 17,356
Task 3.4 - Pretreatment/FOG Ordinance 3rd Party Review Support	8	4	4	8	1		2	27	$ 5,551	$ -	$ -		$ -	$ -	$ -	$ -	$ 5,551
Task 3.5 - WWTP Capacity and Pretreatment Recommendations Review Workshop	4	6	6	4	1			21	$ 4,261	$ -	$ -		$ -	$ 500	$ -	$ -	$ 4,761
Task 3 Subtotal	44	46	70	100	10	4	6	280	$ 53,648	$ -	$ -	$ -	$ -	$ 1,072	$ -	$ -	$ 54,720
Task 4 - Public Process																	
Task 4.1 - Prepare Powerpoint Presentation	8	12	12	20	6	0	2	60	$ 11,254		$ -		$ -	$ -	$ -	$ -	$ 11,254
Task 4.2 - UAC and City Council Presentations	16	4	16	8	4	0	0	48	$ 9,604			$ 5,446	$ 5,446	$ 2,000	$ -	$ -	$ 17,050
Task 4 Subtotal	24	16	28	28	10	0	2	108	$ 20,858	$ -	$ -	$ 5,446	$ 5,446	$ 2,000	$ -	$ -	$ 28,304
SUB-TOTAL	*96*	*100*	*190*	*228*	*38*	*4*	*12*	*668*	*$ 126,076*	*$ 4,620*	*$ 4,043*	*$ 5,446*	*$ 14,109*	*$ 4,072*	*$ -*	*$ -*	*$ 144,257*
PLUS: ANALYTICAL TESTING ALLOWANCE									*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 16,198*	*$ -*	*$ -*	*$ 16,198*
TOTAL BUDGET INCL. ANALYTICAL TESTING ALLOWANCE									*$ 126,076*	*$ 4,620*	*$ 4,043*	*$ 5,446*	*$ 14,109*	*$ 20,270*	*$ -*	*$ -*	*$ 160,455*

PRELIMINARY PROJECT SCHEDULE

WWTP CEC REMOVAL EVALUATION AND PRETREATMENT PROGRAM SUPPORT
CITY OF BAINBRIDGE ISLAND, WA

ID	Task Name	Duration	Start	Finish	Predecessors
1	Task 1 – Project Management	174 days	Tue 10/1/19	Fri 5/29/20	
2	1.1 Project Kick-off Meeting and WWTP Site Visit	0 days	Tue 10/1/19	Tue 10/1/19	
3	1.2 Monthly Project Status Reports and Invoices	174 days	Tue 10/1/19	Fri 5/29/20	2
4	1.3 Team Coordination Activities	174 days	Tue 10/1/19	Fri 5/29/20	3SS
5	Task 2 – Existing WWTP CEC Testing and Regulatory Considerations	118 days	Tue 10/1/19	Thu 3/12/20	
6	2.1 Background Data Collection and Review	10 days	Tue 10/1/19	Mon 10/14/19	2
7	2.2 WWTP Water Quality Sampling and Testing Program and Regulatory Review	95 days	Tue 10/15/19	Mon 2/24/20	
8	Prepare Draft TM-01A WWTP WQ Sampling and Testing Protocol	7 days	Tue 10/15/19	Wed 10/23/19	6
9	TM-01A Draft Submittal to City	0 days	Wed 10/23/19	Wed 10/23/19	8
10	TM-01ACity Review Period	10 days	Thu 10/24/19	Wed 11/6/19	9
11	TM-01A Incorporate City comments and Prepare Final TM	3 days	Thu 11/7/19	Mon 11/11/19	10
12	WWTP Sampling and Testing Program	40 days	Mon 11/18/19	Mon 1/13/20	
13	Sample Event #1: CEC and Influent Characterization	0 days	Mon 11/18/19	Mon 11/18/19	11FS+5 days
14	Sample Event #2: CEC and Influent Characterization	0 days	Mon 12/16/19	Mon 12/16/19	13FS+20 days
15	Sample Event #3: Influent Characterization only	0 days	Mon 1/13/20	Mon 1/13/20	14FS+20 days
16	Prepare Draft TM-01B WWTP WQ Sampling and Testing Program Data Report and Regulatory Review	20 days	Tue 1/14/20	Mon 2/10/20	15
17	TM-01B Draft Submittal to City	0 days	Mon 2/10/20	Mon 2/10/20	16
18	TM-01BCity Review Period	10 days	Tue 2/11/20	Mon 2/24/20	17
19	2.3 Technology Options and Treatment Performance Literature Review	50 days	Thu 1/2/20	Wed 3/11/20	
20	Prepare Draft TM-02 Treatment Technologies and Performance Literature Review	40 days	Thu 1/2/20	Wed 2/26/20	14FS+12 days
21	TM-02 Draft Submittal to City	0 days	Wed 2/26/20	Wed 2/26/20	20
22	TM-02 City Review Period	10 days	Thu 2/27/20	Wed 3/11/20	21
23	2.4 WWTP CEC Sampling and Testing Program Data and Regulatory Considerations Review Workshop	0 days	Thu 3/12/20	Thu 3/12/20	22FS+1 day,18
24	Task 3 - WWTP Treatment Capacity Evaluation and Pretreatment Program Support	107 days	Tue 12/17/19	Wed 5/13/20	2FS+1 day
25	3.1 Winslow WWTP BOD Treatment Capacity and Upgrades Evaluation	60 days	Tue 12/17/19	Mon 3/9/20	
26	Prepare Draft Winslow WWTP BOD Treatment Capacity and Upgrades Evaluation (TM-03)	50 days	Tue 12/17/19	Mon 2/24/20	13FS+20 days
27	TM-03 Draft Submittal to City	0 days	Mon 2/24/20	Mon 2/24/20	26
28	TM-03 City Review Period	10 days	Tue 2/25/20	Mon 3/9/20	27
29	3.2 HSW Discharger Site Visit & Documentation	35 days	Tue 12/17/19	Mon 2/3/20	
30	HSW Discharger Site Visit with City Staff	0 days	Tue 12/17/19	Tue 12/17/19	26SS
31	City Sampling of HSW Dischargers	30 days	Tue 12/17/19	Mon 1/27/20	30
32	HSW Discharger Site Visits Documentation	5 days	Tue 1/28/20	Mon 2/3/20	31
33	3.3 HSW Discharger Pretreatment Recommendations	40 days	Tue 2/25/20	Mon 4/20/20	
34	Prepare Draft HSW Discharger Pretreatment Recommendations TM-04	30 days	Tue 2/25/20	Mon 4/6/20	27
35	TM-04 Draft Submittal to City	0 days	Mon 4/6/20	Mon 4/6/20	34
36	TM-04 City Review Period	10 days	Tue 4/7/20	Mon 4/20/20	35
37	3.4 Pretreatment/FOG Ordinance 3rd Party Review Support	33 days	Tue 2/25/20	Thu 4/9/20	34SS
38	3.5 WWTP Capacity and Pretreatment Recommendations Review Workshop	15 days	Wed 4/22/20	Wed 5/13/20	
39	WWTP Capacity and Pretreatment Recommendations Review Workshop	0 days	Wed 4/22/20	Wed 4/22/20	36FS+2 days
40	Incorporate City Comments and Finalize TM-03 and TM-04	15 days	Thu 4/23/20	Wed 5/13/20	39
41	Task 4 - Public Process	23 days	Thu 4/23/20	Tue 5/26/20	
42	4.1 Prepare Powerpoint Presentations	15 days	Thu 4/23/20	Wed 5/13/20	40SS
43	4.2 UAC and City Council Presentations	9 days	Wed 5/13/20	Tue 5/26/20	
44	UAC Meeting Presentation (2nd & 4th Wednesdays of the month)	0 days	Wed 5/13/20	Wed 5/13/20	
45	City Council Presentation (2nd and 4th Tuesdays of the month)	0 days	Tue 5/26/20	Tue 5/26/20	



CITY OF
BAINBRIDGE ISLAND

CITY OF BAINBRIDGE ISLAND

REQUEST FOR QUALIFICATIONS (RFQ)

Sewer Treatment Plant Upgrades Feasibility Study

I. Project Description

The City of Bainbridge Island (City) is soliciting proposals from qualified firms, or partnership of firms, with experience in planning and design for sewer treatment.

II. Background

Currently the City's treatment plant provides for primary and secondary treatment. Citizens/ Council are concerned with contaminants discharging to Puget Sound that may be harmful to the marine environment. Contaminants of concern include toxic chemicals from pharmaceuticals, personal care products, and other "chemicals of emerging concern". Nutrient loading is also of concern. Staff have been tasked with studying the feasibility of voluntary treatment upgrades in excess of current regulatory requirements.

The City's comprehensive plan includes the following policies.

Policy U 12.6
Improve the quality and reduce the quantity of effluent discharged to Puget Sound.

Policy U 12.7
Investigate the development of tertiary sewer and sewer greywater systems.

The current wastewater treatment facilities occupy the entirety of the plant site. The site is located in a residential neighborhood. Spatial constraints are an important consideration.

III. Preliminary Scope of Work

The City envisions that the Consultant Team will evaluate the current configuration and operation of the treatment plant, review past studies, and develop high level alternatives and costs opinions for providing treatment upgrades.

The City has identified the following outcomes of this study:

- Work with Staff and Council to better define objectives.
- Assess likely future regulatory requirements and the ability of identified upgrades to meet future requirements.
- Consideration for maintenance and operational costs/ staffing resources.
- Consideration for space requirements at the current site or other locations.
- Identify potential treatment processes that may be feasible.

- Report identifying possibilities and costs and other feasibility considerations for upgrading treatment including tertiary treatment.
- Education of Council and the Community of the benefits and costs involved.
- Identify further study and technical analysis needed to determine a preferred alternative, if desired by Council.

A more detailed final scope of work, project timeline, and budget will be developed with the selected consultant firm.

The budget available for this study is one hundred and fifty thousand dollars.

The City of Bainbridge Island reserves the right to retain the services of the successful firm(s) for any subsequent phases (i.e., further study, plan development, design and alternatives development, preliminary engineering, public outreach and engagement) associated with this project.

IV. Submittal Content

The submittal shall be twenty (20) pages maximum, 8½ x 11 inches, double-sided sheets, 12-point font minimum. All pages count towards the page total *except* the covers, introductory letter (two-page maximum), and organizational chart (if included). The proposal shall be structured per the headings as outlined below.

1. **Description of Firm(s)** – Briefly describe the firm's areas of expertise and other information that helps to characterize the firm(s). Provide the name, title, address, and telephone number of the primary contact for the lead firm.

2. **Project Manager's Experience** – Identify the project manager who will be responsible for this project. List the project manager's relevant experience and similar work, with emphasis on experience with the scope of work detailed above.

3. **Personnel** – Describe the project team including name and office location of key personnel, including subs. Describe key personnel's proposed roles and responsibilities on this project, and relevant related experience, with emphasis on experience with the scope of work detailed above.

4. **Project Understanding/Approach** – Describe the tasks that must be accomplished to complete the project and a narrative description of how the firm proposes to execute the tasks. Describe resources the firm could provide to enable collection or verification of data in a timely fashion. Describe how the firm will engage the community, and provide examples of graphic products the team could produce. Describe particular challenges which you foresee this project presenting and your approach for addressing these challenges. Show example graphics from past projects that relate to this project.

V. Evaluation Criteria

Proposals will be ranked on qualifications and the City of Bainbridge Island may choose to interview the top ranked firms. However, at its discretion, the City of Bainbridge Island may

dispense with interviews and select a firm to perform the work. Firms will be evaluated on the basis of the following factors:

1. Proposal format and organization (5%)
2. Consultant firm's experience (10%)
3. Project manager and team experience (35%)
4. Project understanding and approach (45%)
5. Past Performance/References (5%)

A selection committee appointed by the City of Bainbridge Island will assist with firm evaluations. The City of Bainbridge Island will seek to negotiate a contract, a detailed scope of work, fee, and schedule with the preferred firm. If unable to reach an agreement, the City of Bainbridge Island will terminate negotiations and commence negotiations with the second-ranked firm, and so forth.

The City of Bainbridge Island reserves the right to waive minor irregularities in a response, request additional information on any response beyond that required by this RFQ, and reject any and all responses and not award a contract as a result of this request for qualifications.

VI. Submittal Deadline

Five (5) copies of the proposal must be received no later than 3:30 p.m. local time on May 9, 2019 to the following address:

City of Bainbridge Island
Public Works Department
280 Madison Avenue North
Bainbridge Island, WA 98110

Attn: Chris Hammer – Engineering Manager.

Submittals received after the deadline will not be accepted.
Also provide a PDF digital copy of the submittal to mepstein@bainbridgewa.gov by the deadline.

Questions regarding the project may be directed to Chris Hammer - Engineering Manager, City of Bainbridge Island, (206) 780-3721, chammer@bainbridgewa.gov.

VII. Additional Information

In submitting qualifications, the respondent agrees to comply with all applicable Federal, State, and City of Bainbridge Island laws, regulations, and procedures in the conduct of the work specified herein. The consultant selected will be required to meet City and State Professional Service Agreement and insurance requirements. The consultant selected to work on this project will be required to obtain a City of Bainbridge Island business license.

Americans with Disabilities Act (ADA) Information

The City of Bainbridge Island in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Chris Hammer at chammer@bainbridgewa.gov or by calling collect (206) 842-2016.

Title VI Statement

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

Dates of publication: April 12, 2019, April 19, 2019

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 5 Minutes

AGENDA ITEM: (9:05 PM) Committee Reports,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion **PROPOSED BY:** Executive

RECOMMENDED MOTION:
Information only.

SUMMARY:
Recent committee reports are provided for information only.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

Climate Change Advisory Committee Minutes, August 29, 2019

Lodging Tax Advisory Committee Minutes, September 9, 2019

Utility Advisory Committee Minutes, August 28, 2019

FISCAL DETAILS:

Fund Name(s):

Coding:

CITY OF
BAINBRIDGE ISLAND

CLIMATE CHANGE ADVISORY COMMITTE AUGUST 29, 2019

MINUTES

Present: Committee members Jens Boemer, Michael Cox, Lara Hansen, Gary Lagerloef, Julie Matthews, Nora Ferm Nickum, Deborah Rudnick
On the phone: Committee member David McCaughey
Absent: Committee members Derik Broekhoff; Council Liaison Joe Deets
Public: James Halbrook, Andy Swain (PSE), Gloria Saylor

The meeting was called to order at 6:30 pm.

- Conflict of interest disclosure: This is Jens Boemer's first official meeting as a Committee member. He said that Electric Power Research Institute works closely with power utilities like Puget Sound Energy, but everything he says in these meetings is not at all associated with the EPRI; he is only here as a citizen of Bainbridge Island.

Minutes from the previous meeting (July 17, 2019) were approved.

Public Comment

- James Halbrook said it seems like the Planning Commission and the Council are not taking climate change seriously enough. He urged the Committee to address growth as a critical part of reducing greenhouse gas emissions.

City Council study session and follow-up

- At the recent Council study session there was discussion about how our planned survey is important to get input from more people in the community beyond those who can come to a workshop.
- The Council wants to review the draft targets before the draft Climate Action Plan is sent out.

Survey, workshop, and Climate Action Plan

- We discussed comments on the draft community survey. We aim to get it out by Sept. 16. Distribution ideas: City Manager's email, COBI Connects, school district, Bainbridge Review, Farmers Market booth, ask other groups on the island to send it out through their distribution lists, ferry rides, faith communities.
- Timeline: We aim to do the survey in Sept/Oct, the workshop in Oct/Nov, a draft plan in January, and then have an approved plan in the spring.
- We reviewed a proposed template for the focus area write-ups, as well as the overall plan outline.

GHG Inventory Report/Fact Sheet

- Committee members will discuss the greenhouse gas inventory draft report at the Sept. 18 Committee meeting, and then consolidate comments and questions for the City to send to the consultants.
- The consultants are on the Oct. 1 Council agenda to present the inventory results.

CITY OF
BAINBRIDGE ISLAND

CLIMATE CHANGE ADVISORY COMMITTE AUGUST 29, 2019

Shoreline Master Program

- We are offering comments on ways that climate change elements like sea level rise should be considered in the SMP.

Sea Level Rise Preliminary Assessment for Bainbridge Island

- We received a partial draft and expect to have a full draft by the next Committee meeting.

Green Building Memo from Design Review Board and CCAC

- We discussed a draft joint letter that urges the City Council to embrace its stated goal of establishing a Green Building Code, and to have a dialogue with stakeholders about how to advance green building in the residential/commercial sector.

Greenhouse gas inventory curriculum

- Jessie Sheldon did great work this summer. ICLEI was excited. But it has been difficult to get access to the City's ICLEI account to be able to access key tools. Hopefully there can be a Memorandum of Understanding soon between the City and BISD so that a future intern can complete the curriculum.

Other Discussions

- David is working on the UAC/CCAC PSE Franchise Report.
- We need Council's instruction in order to have further conversations about the police station.
- We could do a briefing for the Planning Commission.
- We could have a booth at the Farmers Market and include opportunities to take the survey there.
- PSE had a call-in Town Hall answering community questions. The recording should be posted on PSE's Bainbridge Island website. PSE also did a survey to understand what people are thinking about. This fall, PSE will be sharing ideas about how they could help improve service reliability.

The meeting was adjourned at 8:31 pm.

9/18/19

Co-Chair 09/18/19

CITY OF
BAINBRIDGE ISLAND

MINUTES

The meeting was called to order at 4:00 PM. LTAC members Susie Burdick, Dominique Cantwell, Nancy Fortner, and Tom Dinsmore were present as was Councilmember/Chair Rasham Nassar and Councilmember/Vice-Chair Matthew Tirman.

Chair Nassar called the meeting to order.

Minutes from previous session were approved unanimously.

Motion to approve agenda was approved unanimously.

Public comment - David Henry

Deputy City Attorney provided LTAC Committee with OPRA and Public Meetings training.

Good of the Order

Final comment by member of the public.

Meeting adjourned at 5:05 PM.

9/30/19

Rasham Nassar, Chair Date

CITY OF
BAINBRIDGE ISLAND

UTILITY ADVISORY COMMITTEE
REGULAR MEETING
WEDNESDAY, AUGUST 28, 2019

Minutes

1. CALL TO ORDER / ROLL CALL / ACCEPT OR MODIFY AGENDA / CONFLICT OF INTEREST DISCLOSURE

Present:	Chair: Andy Maron Members: Nancy Nolan, Charles Averill, Sheina Hughes, Ted Jones, Steve Johnson, Martin Pastucha, and Emily Sato
Council Liaison:	Rasham Nassar
Staff Rep:	Chris Wierzbicki

2. INTRODUCTION OF PW DIRECTOR CHRIS WIERZBICKI

Chris introduced himself to the committee with an overview of work experience at the City of Bainbridge Island and Puget Sound. Rejoined the City on July 31, and looks forward to working with the committee.

3. APPROVE MEETING MINUTES FOR JUNE 26, 2019

Approved with Changes noted.

- Change requested by Sheina Hughes to have minutes reflect title of Vice President rather than Principal for Stantec.

4. STATUS REPORTS

A. TERTIARY TREATMENT RFQ

Reviewed the current Proposal from Murray Smith, and discussed the scope of work. Staff is working to bring the scope of work in alignment with the budget. The staff is looking at adding some additional scope to address pretreatment associated with growth of various users such as restaurants, wineries and breweries. The investigation is not a mandated requirement but is good practice.

Discussion on sewer pretreatment requirements and how these can be managed through the various existing city approval and permitting processes.

Committee would like additional background on the selection process for this consultant.

B. BUDGET MID-YEAR STATUS

C. 2020 CIP

Reviewed CIP program for Water, Sewer and Stormwater that will be presented to Council as part of the CIP review process. The detailed CIP highlights the proposed programs for each utility. The committee provided feedback on aspects of the CIP program.

D. PENDING UAC RECOMMENDATIONS TO COUNCIL

The committee has presented recommendations to council on two topics: "heightened review" process and fire flow. The committee is waiting for direction from council as to the next step. The timeframe for direction was a topic of discussion and follow up for the council liaison.

5. SMALL WATER SYSTEMS (CONTINUE DISCUSSION)

The draft discussion memo was reviewed by the committee. The committee requested that staff provide an overview of the current process for obtaining water connections in the city. This would assist the committee in formulating the approach for small water systems.

6. COMMITTEE CHAIR(S) DICUSSION AND ELECTION

The committee deferred this item to the next meeting.

Chair 9/25/19

CITY OF BAINBRIDGE ISLAND

City Council Regular Business Meeting Agenda Bill

MEETING DATE: October 8, 2019 **ESTIMATED TIME:** 10 Minutes

AGENDA ITEM: (9:10 PM) Regional Committee Reports by Council Member Liaisons - Mayor Medina,

STRATEGIC PRIORITY: Good Governance

PRIORITY BASED BUDGETING PROGRAM:

AGENDA CATEGORY: Discussion **PROPOSED BY:** City Council

RECOMMENDED MOTION:
Information only.

SUMMARY:
Council members will provide an update on regional committees.

FISCAL IMPACT:

Amount:	
Ongoing Cost:	
One-Time Cost:	
Included in Current Budget?	

BACKGROUND:

ATTACHMENTS:

FISCAL DETAILS:

Fund Name(s):

Coding: