

COUNCILMEMBERS

Position No.

1. Tod Gunther
2. John Kelly
3. Michelle Gehring
4. Joachim Pestinger
5. Nicola McDonald
6. Greg Hogan
7. Scott Drennen



Mayor Joshua Penner, Chair

ORTING CITY COUNCIL

Regular Business Meeting Agenda
Orting Multi-Purpose Center
202 Washington Ave. S,
Orting, WA
July 31, 2019
7p.m.

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL. REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.

2. EMPLOYEE RECOGNITION

- Jane Helgelien- Finance Steve Canonica- Public Works Ed Turner- Police

3. PUBLIC COMMENTS: *Persons wishing to address the City Council regarding items that are not on the agenda are encouraged to do so at this time. In the case of a question, the chair will refer the matter to the appropriate administrative staff member or committee.*

Any Request For Consent Agenda Item To Be Pulled For Discussion?

4. CONSENT AGENDA

- A. Regular Meeting Minutes of July 10th, 2019
- B. Study Session Minutes of July 17th, 2019.
- C. Payroll and Claims Warrants.
- D. AB19-47- To Approve Saybr Contractors Inc., As The Low Bidder To Install A New HVAC System For The MPC, And Authorizing The Mayor To Enter Into A Contract With Saybr, In The Amount Of \$34,485.24.

Motion: *To approve Consent Agenda as prepared. OR*

Motion: *To approve Consent Agenda with the exception of agenda item(s) # ____.*

Any Consent Agenda Items Pulled For Discussion?

5. NEW BUSINESS

- A. AB19-48- Sidewalk Removal and Replacement Bids- PW Project 2019-01 Bids.

- **CM Drennen/CM Gunther**

Motion: *To Approve Serpanok Construction, Inc., as the bid winner of the Sidewalk Removal and Replacement Bid- PW Project 2019-01, and authorize the Mayor to sign the contract in the amount of \$ 79,926.72.*

- B. AB19-49-2019 TBD Project for Chip Seal/Micro Coat- PW Project 2019-05.

- **CM Drennen/CM Gunther**

Motion: *To not award a contract for chip seal in 2019 and roll funds over to 2020.*

6. OLD BUSINESS

- A. AB19-50- CIPP- Insta Pipe- Change Order.

- **CM Drennen/CM Gunther**

Motion: *To approve the change order with Insta-Pipe and authorize the expenditure of \$74,402.64.*

B. Discussion- For and Against Committees/Statements for Fireworks Advisory Vote.

- **DM Hogan**

Motion: To appoint Karen Wilson to the “Peace in Orting” Committee who support banning the discharge of all fireworks in Orting.

Motion: To appoint Matthew LaVergne, Andrew Gonzales, and Amanda Tyson to the “Save Orting Fireworks” Committee who support leaving the law as is.

7. CLOSED SESSION

Pursuant To RCW 42.30.140 (4) (b) Collective Bargaining.

8. EXECUTIVE SESSION

RCW 42.30.110(1)(i)(iii), to discuss with legal counsel legal risks of a proposed action that the agency has identified when public discussion of the legal risks is likely to result in an adverse legal or financial consequence to the agency.

9. ADJOURNMENT- Motion: Move to Adjourn.



CERTIFICATE OF APPRECIATION

THE MAYOR AND THE CITY TREASURER OF THE CITY OF ORTING WISH TO RECOGNIZE

JANE HELGELIEN

The Following Statements Were Made By The City Treasurer.

*Jane has one of the hardest jobs in the City, she is one of the first faces that folks see when they walk into City Hall. Jane is also the first person to hear about it when something didn't go right and a **customer** is unhappy. She is my frontline person for delivering news to customers – often not what they were hoping to hear, but she delivers it with firmness and grace and is respected for that.*

*Jane is **responsible** for accurately billing all of our utility customers on a monthly basis. Jane sets up all the new utility accounts and works with public works staff coordinating the **difficult** task of shutting off water when required. She is **dependable** and reliable which is very critical when you work in a position that requires you to provide direct customer service all day long. I have observed many positive interactions that Jane has had with customers – She has quite a fan club, some like to come in and flirt with her, and then there are others that come in and leave laughing hysterically.*

*Jane has announced that she is now in her last year at the City; she has too **many** hikes and bike rides on her bucket list to be bothered with working **anymore**. I will miss Jane and miss discussing our mutual interest in the outdoors, but I'm sure she is excited to spend more time **adventuring**, and more time with her grandkids.*

Thank You Jane for Your Dedication to Making Orting A Great Place To Live, Work, Play, & Do Business!

HONORED AT THE MANAGEMENT MEETING ON THE 28TH OF MAY, 2019

HONORED AT THE CITY COUNCIL MEETING ON THE 31ST OF JULY, 2019

JOSHUA PENNER, MAYOR

SCOTT LARSON, TREASURER



CERTIFICATE OF APPRECIATION

THE MAYOR AND THE PUBLIC WORKS DIRECTOR OF THE CITY OF ORTING WISH TO RECOGNIZE

STEVE CANONICA

The Following Statements Were made by the Public Works Director:

Steve came back to work for Orting almost two years ago and he brought with him a wealth of experience and knowledge. Best of all he shares his knowledge and experience with others. He's one of the hardest working crew members on our team and is always looking for ways to improve our processes. Steve is an individual that needs little or no supervision and his work ethic is incredible. When he's sent out on a task you know it will be completed and done to a high standard. Steve leads by example, always giving 100%. I appreciate Steve's direct communication style, there is no beating around the bush and you can be honest and open when talking to Steve. Steve is also very respectful and courteous to our customers.

As the public works director, I often seek Steve's advice on the best way to tackle a project. Steve was instrumental in overseeing the installation of the water and sewer systems at the new public works building. This saved the City money by doing the utility installs with in-house staff. Steve coached the crew on proper installation methods and always stressed safety.

Steve is currently working in the water division but has experience in all aspects of public works; streets, sewer, landscaping... Steve will step up and help out in any work group. Steve has a great sense of humor and working with him makes your day enjoyable. I had the opportunity to work with Steve on a couple of service line leaks, we were able to fix three services in a couple of hours. Despite the fact that we had never worked together the work flowed, each of us knowing the next step. The City is fortunate to have an individual of Steve's caliber and I want to recognize and thank him for his hard work and dedication.

Thank You for Your Dedication to Making Orting a Great Place to Live, Work, Play, & Do Business!

HONORED AT THE MANAGEMENT MEETING ON THE 28TH OF MAY, 2019

HONORED AT THE CITY COUNCIL MEETING ON THE 31ST OF JULY, 2019

Joshua Penner, Mayor

Greg Reed, Public Works Director



CERTIFICATE OF APPRECIATION

THE MAYOR AND THE CHIEF OF POLICE OF THE CITY OF ORTING WISH TO RECOGNIZE

LIEUTENANT ED TURNER

THE FOLLOWING STATEMENTS WERE MADE BY CHIEF GARD:

Throughout his career, Lieutenant Turner has witnessed the tragedy of the loss of fellow law enforcement officers in the line of duty. These tragedies shake the very core of those families, departments, coworkers, and communities that surrounded each fallen Officer. Each year, Lieutenant Turner selflessly brainstorms for new methods which will help alleviate some of the grief and pain felt by those who had endured a loss. Lieutenant Turner also proactively seeks out new and creative ways to give back to those in need. In 2018, Lieutenant Turner played a key role in the creation of "5K for the Fallen", a local non-profit organization created with a simple goal: to celebrate the heroism of police officers and their families, especially when the ultimate sacrifice has been made. Through his dedicated work and involvement with "5K for the Fallen," Lieutenant Turner actively coordinates and rallies support for family-friendly events that honor law enforcement, and the sacrifices endured in the Law Enforcement profession. Each year, Lieutenant Turner's participation in events such as the "Orting 5K Run" and "Kickball with Cops" enable the organization to raise funds that are then donated directly to those who have suffered the recent loss of a law enforcement loved one.

In 2019, thanks to his hard work, dedication, and leadership, combined with his organization's partnership with participating community members, local businesses and citizens, "5K for the Fallen" raised funds totaling near \$40,000. Most of those funds were directly donated to the families of local fallen officers and the organizations that support them. The Orting Police Department commends Lieutenant Turner for his role in this accomplishment, and for his ongoing efforts to make a positive impact on the families who need it most. Lieutenant Turner's actions are a direct reflection of his leadership qualities and they capture the spirit of what the Orting Police Department strives to represent.

Thank You Ed for Your Dedication to Making Orting A Great Place To Live, Work, Play, & Do Business!

AWARDED AT THE MANAGEMENT MEETING ON THE 23rd, DAY OF JULY, 2019
HONORED AT THE CITY COUNCIL MEETING ON THE 31st DAY OF JULY, 2019

JOSHUA PENNER, MAYOR

CHRIS GARD, CHIEF OF POLICE

COUNCILMEMBERS

Position No.

1. Tod Gunther
2. John Kelly
3. Michelle Gehring
4. Joachim Pestinger
5. Nicola McDonald
6. Greg Hogan
7. Scott Drennen



ORTING CITY COUNCIL
Regular Business Meeting Minutes
Orting Multi-Purpose Center
202 Washington Ave. S, Orting, WA
July 10th, 2019
7 p.m.

Mayor Joshua Penner, Chair

1. CALL MEETING TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL.

Mayor Penner called the meeting to order at 7:00pm. Councilmember Kelly led the pledge of allegiance.

Councilmembers Present: Deputy Mayor Greg Hogan, Councilmembers Tod Gunther, John Kelly, Nicola McDonald, Joachim Pestinger, and Scott Drennen.

Absent: Councilmember Michelle Gehring.

Staff Present: Mark Bethune Jane Montgomery, City Clerk, Scott Larson, Treasurer, Charlotte Archer, City Attorney, JC Hungerford, Engineer.

Councilmember McDonald made a motion to excuse Councilmember Gehring. Second by Councilmember Pestinger. Motion passed (6-0).

REQUEST FOR ADDITIONS OR CORRECTIONS TO THE AGENDA.

No Requests.

2. PUBLIC COMMENTS.

Corrine Reiquam

Mrs. Reiquam wanted the Council to know that she loves the fireworks in the City of Orting and hopes Orting continues to be a "bright city".

Scott Reiquam

Mr. Reiquam stated that the fireworks have been an integral part of the community for many years. He stated that getting together with neighbors to enjoy fireworks created by the public is just as good as public shows in Seattle and Tacoma. He was told that someone built their house specifically so they could watch the fireworks in the Valley. He feels it would be a tragedy if they went away.

ANY CONSENT AGENDA ITEM TO BE PULLED FOR DISCUSSION?

No requests.

3. CONSENT AGENDA

- A. Regular Meeting Minutes of June 12th, 2019.
- B. Special Meeting Minutes of June 19th, 2019.
- C. Study Session Minutes of June 19th, 2019.
- D. Payroll and Claims Warrants June 26th, 2019.
- E. Payroll and Claims Warrants July 10th, 2019.
- F. AB19-40- To Approve Resolution No. 2019-14, a Resolution of the City Of Orting, Washington, Declaring a Public Purpose and Authorizing City Sponsorship of Pumpkin Fest.
- G. AB19-41-To Authorize the Mayor to Execute the Right of Entry Occupancy and Use Agreement with Pierce County.

- H. AB19-42- To Adopt Ordinance 2019-1046, Granting a Nonexclusive Master Use Permit to MCI Metro Access Transmission Services Corp.
- I. AB19-43- To Approve the Modifications to the Grant Policy As Presented.

Councilmember Pestinger made a motion to approve Consent Agenda as prepared. Second by Councilmember Kelly. Motion passed (6-0).

4. COMMISSION REPORTS

Planning Commission- Administrator Bethune informed the Council that the Planning Commission is sending their recommendation to the Council regarding Comprehensive Plan Updates, which will include zoning recommendations for the Mixed Used Town Center North Zone. The Council can expect to see their recommendations at their study session on July 17th.

5. OLD BUSINESS

A. AB19-31- Contract- Granicus-Website Design, Software Maintenance & Updating.

Treasurer Larson reminded Council that they previously approved Granicus as the award winner for the Request for Proposals for a new website. This agenda item is the contract for their services which specifies the cost for the five (5) year contract. The total cost is \$24,740.50.

Deputy Mayor Hogan made a motion to approve the Contract with Granicus for Website Design, Software Maintenance and updating in the amount of \$ 24,740.50. Second by Councilmember McDonald. Motion passed (6-0).

B. AB19-44- A Resolution Commissioning an Advisory Vote on the Issue of the Sale and Discharge of Consumer Fireworks within City Limits. Resolution No. 2019-15, Fireworks Referendum.

Charlotte Archer briefed that this resolution triggers the process to conduct an advisory vote this fall as part of the general election. Under state law and current City regulations, fireworks are allowed during certain stated time periods. This advisory vote is asking whether or not citizens are interested in a prohibition to remove the current time periods. The results of the vote are not binding on the City Council. If passed the City Council authorizes the submission of the issue to the Pierce County Auditor for inclusion on the November 5, 2019, general election ballot. The deadline for the submission is August 6th, 2019. The proposition would be phrased as a potential ban, i.e., a “yes” vote supports banning the discharge of all fireworks in Orting, except for permitted public displays. A “no” vote supports leaving the law as it is. Also by this Resolution, the City Council states an intent to appoint members to the Pro/Con Committees. Those Committees are staffed with persons in favor of and against a potential ban on fireworks within the City limits. Upon adoption of this Resolution, City Staff will solicit nominations for the Committees, and the Council will discuss and appoint members to the Committees at its Study Session on July 17 or its regular Council meeting on July 31st, 2019. Council discussion followed regarding:

- Pros and cons;
- The possibility of an organized event like the City has had in the past;
- The success of increased enforcement activity over the fourth;
- Whether or not there is a need to spend money for an advisory vote; the Council can already tell by the activity that goes on how the citizens feel.

Councilmember Drennen made a motion to Adopt Resolution No. 2019-15, calling for the submission to the voters of Orting an advisory proposition asking whether the voters of Orting recommend the Orting City Council pass an Ordinance prohibiting the sale and discharge of fireworks at all times within the Orting city limits. Second by Deputy Mayor Hogan. Motion passed (5-1), after a roll call vote was taken. The No vote was made by Councilmember McDonald.

6. NEW BUSINESS

A. AB19-45-New Police/Court/ City Hall Facility – Re-Bid Expense

Mayor Penner stated that staff will brief on this agenda item and then the Council will recess to executive session for ten minutes, with potential action to follow and public comments.

Mark Bethune briefed the Council that the Architect had requested to be paid for additional work in the re-bid of the New City Hall facility. The proposed cost were provided to the City Council in their packets. There needs to be an executive session prior to any possible action.

7. EXECUTIVE SESSION

Mayor Penner recessed the meeting for a short break at 7:19pm prior to the executive session.

The Executive Session started at 7:20pm.

7:30pm- Extended for an additional 3 minutes.

7:33pm- Extended for an additional 3 minutes.

7:36pm- Session over.

Mayor Penner called the meeting back to order at 7:36pm.

Mayor Penner read the rules for public comments.

Public Comments

John Williams

Mr. Williams stated that the City Hall facility is almost at a cost of \$600 per square feet. He feels it is awful early in the project to acquire additional costs. He wants to know if this is a justified cost, and if not feels the Council should contest this additional expense. He stated he has done a project with this firm in the past, and been in construction for over 40 years. He has seen projects start at 7 and end up at 9 million. He feels this may be a start down a road that may one day get out of control based on his past experiences in construction. He encouraged Council to analyze this cost carefully.

8. ADJOURNMENT

Councilmember Gunther made a motion to Adjourn. Second by Councilmember Pestinger. Motion passed (6-0).

Mayor Penner adjourned the meeting at 7:41pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

Joshua Penner, Mayor

COUNCILMEMBERS

Position No.

1. Tod Gunther
2. John Kelly
3. Michelle Gehring
4. Joachim Pestinger
5. Nicola McDonald
6. Greg Hogan
7. Scott Drennen



ORTING CITY COUNCIL

Study Session Meeting Minutes
Orting Multi-Purpose Center
202 Washington Ave. S, Orting, WA
July 17, 2019
6PM.

CHAIR, DEPUTY MAYOR GREG HOGAN

1. CALL MEETING TO ORDER, PLEDGE AND ROLL CALL.

Deputy Mayor Hogan called the meeting to order at 6:00pm. Councilmember Gehring led the pledge of allegiance.

Councilmembers Present: Deputy Mayor Greg Hogan, Councilmembers Tod Gunther, John Kelly, Michelle Gehring, Nicola McDonald, Scott Drennen.

Absent: Councilmember Joachim Pestinger- (arrived after roll call)

Staff Present: Mark Bethune, City Administrator, Jane Montgomery, City Clerk, Scott Larson, Treasurer, Emily Terrell, City Planner, Brendon Moss, acting City Engineer, Jim Scott, Officer (security).

2. COMMITTEE REPORTS

Public Works

Councilmember Drennen briefed on the scope of work for the treatment plant expansion.

Public Safety

July meeting was cancelled, no report. Next meeting is August 2nd.

Community and Government Affairs

July meeting was cancelled, no report. The next meeting is August 1st in MPC.

3. STAFF REPORTS

Mark Bethune

Administrator Bethune briefed on the following:

- Eight contractors picked up bid packets for the City Hall/Court/Police Facility Project;
- Additional CIPP work- Insta Pipe- Council by consensus moved this to the next meeting.

4. AGENDA ITEMS

A. AB19-46- Ordinance No. 2019-1044, an Ordinance of the City Of Orting, Washington, Relating To Land Use and Zoning; Adopting Amendments to the Comprehensive Plan.

Emily Terrell, City Planner, briefed on the agenda item. The Planning Commission recommended approval of the proposed ordinance and corresponding attachments. The 2019 Comprehensive Plan Amendment Docket included the following:

- **The Transportation Improvement Program Update by Parametrix;**
- **Approving an updated Land Use and Zoning Map to re-designate the RU-L zone to RU;**
- **Amendments to the Comprehensive Plan text and maps with respect to the MUTCN zone;**
- **Amendments to the corresponding zoning code text for the MUTCN zone.**

The Planning Commission held thirteen (13) public meetings, two (2) public hearings and a joint meeting with the City Council and other stakeholders. An environmental review of the proposed Comprehensive Plan amendments was conducted and a SEPA threshold determination of non-significance was issued on July 1, 2019. A notice of intent to adopt the proposed Comprehensive Plan amendments was sent to the State of Washington Department of Commerce and to other state agencies to allow for a 60-day review and comment period. The Planning Commission also recommended that the City Council continue to pursue the extension of Whitehawk Boulevard through to Kansas Street (the SW Connector) and asked that the City make all reasonable efforts to minimize the impact on the Wang Property. (NEPA already requires that this be done). After the briefing main topics of discussion were on the following:

- Sidewalk width along Daffodil;
- Height restrictions and line of sight;
- Non Residential Space;
- Public Open Space;
- Residential density.

Ms. Terrell asked each Councilmember to send her any changes they wanted to make and she would bring all requested changes back to the next study session.

B. AB19-47-Multipurpose Center- HVAC Replacement- Bids.

Administrator Bethune briefed that the HVAC system at the MPC is at life's end. The Council budgeted \$40,000 to replace the system this year. The City went out for bid and received two bids. The bids were provided to Council. The low bidder was Saybr Contractors Inc., at 34,485.24. **Action:** By consensus move forward to consent agenda on July 31st.

C. AB19-48- Sidewalk Removal and Replacement Bids- PW Project 2019-01 Bids.

Administrator Bethune briefed that the bids went out and the bids are due on Friday the 19th. The Bid package was provided to the Council. The project includes the removal and replacement of combined sidewalks, and ADA ramps as part of the 2019 TBD program. Any contract, if awarded, will be based upon the lowest responsive and responsible bid or bids per RCW 39.04.350. Administrator Bethune asked if he could bring the low bidder to the next meeting as a standalone item for Council approval.

Action: Move forward as a standalone item to the meeting on July 31st.

D. AB19-49-2019 TBD Project for Chip Seal/Micro Coat- PW Project 2019-05

Administrator Bethune briefed that the bids for this closed today, The City received only one bid which was from Sierra Santa Fe at \$163,136.00. The budget for this project

was \$120,000. The City Engineer and the Public Works director will work with Sierra Santé Fe, to get the price down.

Action: Move forward as a standalone item for the Agenda on July 31st.

E. Discussion- For and Against Committees for Fireworks Advisory Vote.

Deputy Mayor Hogan briefed. He and Councilmember Kelly will coordinate the respective committees and provide explanatory statements to the clerk by the next meeting. The statements must be filed by August 8th.

5. ADJOURNMENT

Deputy Mayor Hogan adjourned the meeting at 8:24 pm.

ATTEST:

Jane Montgomery, City Clerk, CMC

Joshua Penner, Mayor

VOUCHER/WARRANT REGISTER
FOR JULY 31, 2019 COUNCIL

CLAIMS/PAYROLL VOUCHER APPROVAL

CITY OF ORTING

WE, 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 ORTING, AND THAT WE ARE AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

CLAIMS WARRANTS #47496 THRU #47573
IN THE AMOUNT OF \$ 115,776.31
WARRANT-47495 VOIDED

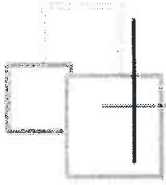
PAYROLL WARRANTS # 23548 THRU #23550= \$18,398.51
EFT \$ 102,432.89
IN THE AMOUNT OF \$ 143,693.72
Carry Over \$ 22,862.32 L&I

ARE APPROVED FOR PAYMENT ON JULY 31, 2019

COUNCILPERSON _____

COUNCILPERSON _____

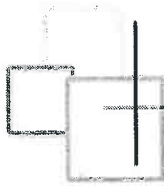
CITY CLERK _____



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2019 - JULY 2019 - 2nd Council

Fund	Description	Amount
001	Current Expense	\$53,490.09
101	City Streets	\$6,705.57
104	Cemetery	\$565.96
105	Parks Department	\$2,685.15
108	TBD	\$117.27
304	City Hall Construction	\$6,927.35
401	Water	\$14,170.45
408	Wastewater	\$21,110.28
410	Stormwater	\$6,656.34
412	Utility Land Acquisition	\$3,347.85
	Count: 10	\$115,776.31



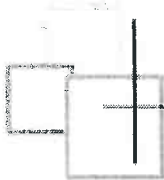
Register

Fiscal: 2019
 Deposit Period: 2019 - JULY 2019
 Check Period: 2019 - JULY 2019 - 2nd Council

Number	Name	Print Date	Clearing Date	Amount
Key Bank				
Check				
EFT MasterCard-June 2019				
	Keybank-MasterCard	7/12/2019	7/15/2019	\$10,043.33
		Total	Check	\$10,043.33
		Total	0032707010	\$10,043.33
Key Bank				
Check				
47496	Ford Motor Credit Company LLC	7/18/2019	7/22/2019	\$4,084.81
47497	O'Reilly Auto Parts	7/18/2019	7/22/2019	\$343.63
47498	Puget Sound Energy	7/18/2019		\$5,173.41
47499	Actual Assistant	7/24/2019		\$300.00
47500	Airgas-USA LLC	7/24/2019		\$336.92
47501	Applied Concepts, Inc	7/24/2019		\$4,540.32
47502	Association of Wash. Citi	7/24/2019		\$475.00
47503	Bethune, Mark	7/24/2019		\$397.88
47504	Bhc Consultants	7/24/2019		\$6,536.75
47505	Big J'S Outdoor Store	7/24/2019		\$96.37
47506	Blue Jeans Network INC	7/24/2019		\$773.84
47507	Business Solutions Center	7/24/2019		\$43.71
47508	Comcast	7/24/2019		\$21.10
47509	Cope's Orting Pharmacy (C	7/24/2019		\$29.99
47510	Core & Main	7/24/2019		\$449.87
47511	Cornerstone Electric, Inc	7/24/2019		\$1,106.20
47512	Crystal & Sierra Springs	7/24/2019		\$17.32
47513	Culligan Seattle WA	7/24/2019		\$40.91
47514	Daily Journal of Commerce	7/24/2019		\$390.60
47515	Defort, Aramis	7/24/2019		\$154.80
47516	Department of Navy-Disbursing Officer Crane Division	7/24/2019		\$900.00
47517	DM Disposal Co., Inc	7/24/2019		\$1,205.41
47518	Enumclaw, City of	7/24/2019		\$325.00
47519	Fastenal Company	7/24/2019		\$108.54
47520	Galls LLC	7/24/2019		\$697.92
47521	Hach Company	7/24/2019		\$243.26
47522	Konica Minolta Business-Usa Inc	7/24/2019		\$186.75
47523	Kyocera Document Solutions Northwest INC	7/24/2019		\$2,331.99
47524	LN Curtis & Son	7/24/2019		\$129.70
47525	Logan Enterprises INC	7/24/2019		\$395.00

Account Number	Account Name	Transaction Date	Amount
47526	P.c. Budget & Finance	7/24/2019	\$4,445.32
47527	Pcrd (landfill)	7/24/2019	\$86.83
47528	Pestinger, Joachim	7/24/2019	\$204.57
47529	Pitney Bowes Globel	7/24/2019	\$215.63
47530	Pollard Water-Ferguson Enterprises INC #3326	7/24/2019	\$879.57
47531	Popular Networks, Llc	7/24/2019	\$4,904.30
47532	Puget Sound Energy	7/24/2019	\$14,662.51
47533	Sunnyside, City Of	7/24/2019	\$1,410.00
47534	Surplus Ammo & Arms LLC	7/24/2019	\$2,185.96
47535	Tacoma News INC	7/24/2019	\$700.55
47536	UniFirst Corporation	7/24/2019	\$208.72
47537	United Laboratories	7/24/2019	\$484.56
47538	US BankNA Custody Treasury Div-Mony Cntr	7/24/2019	\$96.00
47539	Utilities Underground Location Center	7/24/2019	\$92.40
47540	Vision Forms LLC	7/24/2019	\$2,222.77
47541	Washington Associatoin Of Code Enforcement	7/24/2019	\$40.00
47542	Washington Rock Quarries,	7/24/2019	\$1,107.05
47543	Water Management Lab Inc.	7/24/2019	\$191.00
47544	Wex Bank	7/24/2019	\$1,615.72
47545	Zumar Industries Inc	7/24/2019	\$347.84
47546	All American Asphalt	7/31/2019	\$4,272.28
47547	Applause Associates	7/31/2019	\$1,000.00
47548	Centurylink	7/31/2019	\$2,289.78
47549	Crystal & Sierra Springs	7/31/2019	\$155.64
47550	Curry & Williams, P.I.I.c	7/31/2019	\$2,017.08
47551	Drain-Pro INC	7/31/2019	\$1,812.52
47552	Fastenal Company	7/31/2019	\$563.80
47553	Grab A Moment Photography	7/31/2019	\$327.90
47554	Hot Off The Press	7/31/2019	\$174.88
47555	Inslee, Best, Doezie & Ryder, P>S	7/31/2019	\$9,209.00
47556	Javelina Trading Company	7/31/2019	\$88.37
47557	Mitel Leasing	7/31/2019	\$582.21
47558	Orca Pacific, Inc	7/31/2019	\$1,505.47
47559	P.c. Budget & Finance	7/31/2019	\$1,312.40
47560	Pitney Bowes Purchase Power	7/31/2019	\$993.90
47561	Pollard Water-Ferguson Enterprises INC #3326	7/31/2019	\$994.59
47562	Puget Sound Energy	7/31/2019	\$296.25
47563	Quality Control Services Inc	7/31/2019	\$759.63
47564	Sarco Supply	7/31/2019	\$49.80
47565	SHRED-IT USA	7/31/2019	\$175.11
47566	Spectral Laboratories	7/31/2019	\$252.00
47567	Surplus Ammo & Arms LLC	7/31/2019	\$809.31

Account	Vendor	Period	Check	Amount
<u>47568</u>	SwiftComply US Opco, INC	7/31/2019		\$437.20
<u>47569</u>	UniFirst Corporation	7/31/2019		\$107.79
<u>47570</u>	Verizon Wireless	7/31/2019		\$3,453.68
<u>47571</u>	Wa. State Dept. of Ecolog	7/31/2019		\$3,664.00
<u>47572</u>	Water Management Lab Inc.	7/31/2019		\$453.00
<u>47573</u>	Western Equipment	7/31/2019		\$37.09
		Total	Check	\$105,732.98
		Total	2000073	\$105,732.98
		Grand Total		\$115,776.31



Custom Council Report

Vendor	Invoice Number	Invoice	Account Number	Notes	Amount
Actual Assistant	47499	717	001-514-23-41-12	Website Maintenance/Hosting	\$132.00
			105-576-80-41-05	Website Maintenance/Hosting	\$9.00
			401-534-10-41-34	Website Maintenance/Hosting	\$45.00
			408-535-10-41-36	Website Maintenance/Hosting	\$78.00
			410-531-38-41-05	Website Maintenance/Hosting	\$36.00
				Total	\$300.00
Airgas-USA LLC	47500	9090377807	408-535-10-31-00	Calibration Gas Cylinder	\$336.92
				Total	\$336.92
All American Asphalt	47546	19012-Orting	105-576-80-48-05	Hauling of Dirt & Wood Shavings	\$1,124.48
			401-534-50-49-17	Hauling of Dirt & Wood Shavings	\$1,573.90
			408-535-50-51-06	Hauling of Dirt & Wood Shavings	\$1,573.90
				Total	\$4,272.28
Applause Associates	47547	Orting 7/10/2019	001-512-50-49-03	Workshop on City and Public Communications	\$50.00
			001-514-40-41-19	Workshop on City and Public Communications	\$200.00
			001-521-40-49-00	Workshop on City and Public Communications	\$150.00
			401-534-90-49-00	Workshop on City and Public Communications	\$200.00
			408-535-90-49-00	Workshop on City and Public Communications	\$200.00
			410-531-31-40-06	Workshop on City and Public Communications	\$200.00
				Total	\$1,000.00
Applied Concepts, Inc	47501	351049	001-594-21-64-37	Accessories for Stalker Radar Untis	\$4,540.32
				Total	\$4,540.32

Vendor	Account Number	Invoice Number	Account Number	Description	Amount
Association of Wash. Citi	47502	74423	001-511-60-41-01	AWC Annual Conference-Gunther	\$475.00
				Total	\$475.00
Bethune, Mark	47503	July2019-403	001-513-10-43-00	Mileage Reimbursement for AWC Confernce	\$336.40
		July2019-404	001-525-60-41-00	Milage Reimbursement for Emergence Mangement	\$61.48
		Total	\$397.88		
Bhc Consultants	47504	0011162 Project 19-30103.00	304-594-18-60-01	New City Hall Plan Review	\$3,922.12
			304-594-31-60-01	New City Hall Plan Review	\$588.29
			304-594-34-60-01	New City Hall Plan Review	\$588.29
			304-594-35-60-01	New City Hall Plan Review	\$1,176.60
			304-594-44-60-01	New City Hall Plan Review	\$130.73
			304-594-76-60-01	New City Hall Plan Review	\$130.72
			Total	\$6,536.75	
Big J'S Outdoor Store	47505	Invoice - 7/18/2019 2:52:01 PM	001-521-20-31-01	Holster LT Gebreluk	\$49.17
			001-521-20-31-06	Ammunition	\$47.20
			Total	\$96.37	
Blue Jeans Network INC	47506	INV00162300	001-512-50-41-05	Yearly Subscription To Video Conferencing Network For Court Video Arraignment	\$773.84
Total	\$773.84				
Business Solutions Center	47507	106956	001-521-20-31-03	Business Cards-Officers Boone-Hattaway	\$43.71
Total	\$43.71				
Centurylink	47548	300549640 July 2019	408-535-10-42-01	Sewer Phones	\$43.22
		300549818 July 2019	001-514-23-42-00	City Phones	\$523.06
			001-524-20-42-00	City Phones	\$27.60
			101-542-63-47-03	City Phones	\$61.51
			401-534-10-42-01	City Phones	\$404.32
			408-535-10-42-01	City Phones	\$402.38
			410-531-38-42-01	City Phones	\$113.57
		300549906 July 2019	401-534-10-42-01	Harman Springs	\$60.04
		300550216 July 2019	408-535-10-42-01	Sewer Phones	\$187.60
		300550553 July 2019	001-521-50-42-00	PD Phones	\$395.59

Account	Number	Invoice	Account Number	Description	Amount
Centurylink	47548	409178327 July 2019	001-521-50-42-01	PD Repeater	\$70.89
				Total	\$2,289.78
Comcast	47508	5839-June 2019	001-514-23-42-00	City Hall Cable	\$5.28
			001-524-20-31-00	City Hall Cable	\$5.27
			401-534-10-42-01	City Hall Cable	\$5.28
			408-535-10-42-01	City Hall Cable	\$5.27
				Total	\$21.10
Cope's Orting Pharmacy (C	47509	15970	001-513-10-31-02	Cards for Wellness Program	\$29.99
				Total	\$29.99
Core & Main	47510	K756002	401-594-34-63-09	Meter Sets	\$449.87
				Total	\$449.87
Cornerstone Electric, Inc	47511	July2019-401	412-594-38-62-01	Install Boost Transformer for Sewer Pump	\$518.63
		July2019-402	105-576-80-48-01	Install New LED Light Fixture At BBQ Area	\$587.57
				Total	\$1,106.20
Crystal & Sierra Springs	47512	16789927 062219	001-514-23-31-02	Water for City Hall	\$17.32
	47549	5225720 072019	401-534-10-31-00	Water for Public Works	\$99.01
			408-535-10-31-00	Water for Public Works	\$56.63
				Total	\$172.96
Culligan Seattle WA	47513	0488785	001-521-20-31-03	Water for PSB	\$40.91
				Total	\$40.91
Curry & Williams, P.I.I.c	47550	July 2019-Judge	001-512-50-10-02	Court Judge-July 2019	\$2,017.08
				Total	\$2,017.08
Daily Journal of Commerce	47514	3349749	304-594-18-60-01	New City Hall Bid Publication	\$234.36
			304-594-31-60-01	New City Hall Bid Publication	\$35.15
			304-594-34-60-01	New City Hall Bid Publication	\$35.15
			304-594-35-60-01	New City Hall Bid Publication	\$70.30
			304-594-44-60-01	New City Hall Bid Publication	\$7.82
			304-594-76-60-01	New City Hall Bid Publication	\$7.82
				Total	\$390.60

Invoice #	Invoice #	Invoice #	Invoice #	Invoice #	Amount
Defort, Aramis	47515	Invoice -2	001-512-50-49-05	Court Interpreter- Case #82093245 & 46	\$154.80
				Total	\$154.80
Department of Navy-Disbursing Officer Crane Division	47516	Noo164LEO736-19	001-521-20-31-01	Night Vision Equipment	\$900.00
				Total	\$900.00
DM Disposal Co., Inc	47517	8560627	408-535-60-47-00	WWTP-Garbage Service	\$1,205.41
				Total	\$1,205.41
Drain-Pro INC	47551	57690	408-535-60-48-04	Honey Bucket Service-Gratzer Park	\$155.00
		57691	408-535-60-48-04	Honey Bucket Service-Cemetery Shop	\$85.24
		57692	408-535-60-48-04	Honey Bucket Service-Calistoga & Skinner Way SW	\$97.82
		57693	408-535-60-48-04	Honey Bucket Service-Main Park	\$195.65
		81030	408-535-50-51-07	Jetting for Calistoga ST W & Eldridge Ave NW	\$1,278.81
				Total	\$1,812.52
Enumclaw, City of	47518	05674	001-523-60-41-00	Jail Fees-June 2019	\$325.00
				Total	\$325.00
Fastenal Company	47519	WASUM57029	408-535-50-48-02	Bolt Bins	\$108.54
	47552	WASUM57452	408-535-50-48-03	Parts for Electrical Supplies	\$29.32
		WASUM57593	408-535-50-48-02	Power Bit-Impact Wrench Kit	\$534.48
				Total	\$672.34
Ford Motor Credit Company LLC	47496	1680839 8487901 Payment #9	Lease 001-591-21-70-03	Lease Payment # 8- 2018 Ford Interceptor-P 8487901	\$2,329.97
			001-592-21-80-02	Lease Payment # - 3-2018 Ford Interceptor-I 8487901	\$651.06
		1682028 8487902 Payment #9	Lease 001-591-21-70-03	Lease Payment # 8 - 2018 Ford F-150- P 8487902	\$844.31
			001-592-21-80-02	Lease Payment # 8 - 2018 Ford F-150-I 8487902	\$259.47
				Total	\$4,084.81

Vendor	Invoice #	Invoice #	Account #	Invoice	Amount
Galls LLC	47520	013138677	001-521-20-31-01	Uniform Items for Officer Burson	\$697.92
				Total	\$697.92
Grab A Moment Photography	47553	1001-PD	001-521-20-31-06	Orting Police Department Photos	\$327.90
				Total	\$327.90
Hach Company	47521	11523523	408-535-10-31-04	Chemical Purchases	\$127.86
		11530255	408-535-10-31-04	Chemical Purchases	\$115.40
				Total	\$243.26
Hot Off The Press	47554	10394	001-571-20-31-17	Red Tees with Logo	\$174.88
				Total	\$174.88
Inslee, Best, Doezie & Ryder, P>S	47555	248265	001-515-41-41-01	City Attorney Retainer	\$2,500.00
			001-515-41-41-02	Public Records Request	\$561.20
			001-515-41-41-02	City Attorney Services	\$3,290.70
			001-515-41-41-04	City Attorney Services-Chronic Nuisance	\$918.35
			001-515-41-41-05	City Attorney Services-HR	\$127.55
			001-515-41-41-06	City Attorney Services-code Enforcement	\$306.12
			001-521-20-41-02	City Attorney Services-Civil Service	\$382.65
			001-521-50-41-02	City Attorney Services-Police	\$459.17
			101-542-30-41-05	City Attorney Services-Streets	\$127.55
			401-534-10-41-04	City Attorney Services-Water	\$178.57
			408-535-10-41-04	City Attorney Services-Wastewater	\$76.53
			410-531-39-41-04	City Attorney Services-Stormwater	\$280.61
				Total	\$9,209.00
Javelina Trading Company	47556	1907007	408-535-10-31-05	Safety Vest-Ear Plugs	\$88.37
				Total	\$88.37
Keybank-MasterCard	EFT MasterCard-June 2019	1181-Lincoln-June 2019	001-524-20-31-00	HDMI Cable	\$49.44
		1513-Kainoa-June 2019	001-521-20-31-03	Lysol Wipes	\$32.76
		1668-Finance-June 2019	001-511-60-31-01	Paper-Pens	\$45.24
			001-514-23-31-02	Office Supplies	\$45.24
			401-534-10-31-00	Office Supplies	\$45.24
			408-535-10-31-00	Office Supplies	\$45.24

Vendor	Account	Invoice	Account Number	Description	Amount
Keybank-MasterCard	EFT MasterCard-June 2019	1668-Finance-June 2019	410-531-38-31-00	Office Supplies	\$45.24
		1823-Larson-June 2019	001-513-23-41-01	Computer for Montgomery	\$426.29
			001-514-23-41-04	Computer for Montgomery	\$700.00
			101-594-44-61-11	Computer for Montgomery	\$200.00
			105-576-80-41-12	Computer for Montgomery	\$200.00
			401-594-34-64-58	Computer for Montgomery	\$300.00
			408-594-35-64-30	Computer for Montgomery	\$300.00
			410-594-31-64-44	Computer for Montgomery	\$300.00
		2933-Penner-June 2019	001-513-10-43-00	Meal for AWC Conference	\$21.60
			001-513-10-43-00	Hotel for AWC Conference	\$231.04
		5423-Public Works-June 2019	101-542-30-48-02	Asphalt	\$395.30
			401-534-10-31-00	Retractable Black Stylus	\$30.56
			401-534-10-31-00	Case Of Vinegar-Wells	\$38.34
			401-534-10-31-00	Banker Boxes	\$63.37
			401-534-50-35-00	Tool Box for Truck Bed-FA1051	\$273.65
			401-534-50-48-04	Pressure Switch Well 1	\$320.18
			401-594-34-63-30	Refund on Rental of Message Signs	(\$941.75)
			408-535-10-31-00	Retractable Black Stylus	\$30.57
			408-535-10-31-00	Banker Boxes	\$63.37
			408-535-10-31-00	Toner	\$375.95
			408-535-10-31-05	Patch Repair for PW Shirts	\$33.06
			410-531-38-31-00	Retractable Black Stylus	\$30.57
			410-531-38-31-00	Education & Outreach Supplies	\$736.16
			412-594-38-62-01	Bio-Swale Plants for New Public Works Building	\$403.32
			412-594-38-62-01	Plants for New Public Works Building	\$1,802.90
		6182-Meek-June 2019	001-513-10-31-00	Paper for News Letter	\$27.31
			001-513-10-31-03	Items for Wellness BBQ	\$13.18
			001-513-10-31-03	Items for Wellness BBQ	\$16.19
			001-513-10-31-03	Items for Wellness BBQ	\$130.59
			001-571-20-31-01	Storage Unit	\$175.00
			001-571-20-31-25	Awards for Baseball	\$795.31
			105-576-80-48-01	Adaptive Swing Seat Harness	\$192.37
			105-594-76-63-07	Permit for Playground	\$25.00
			105-594-76-63-07	Calistoga Park-Playground Bulid	\$111.81

Vendor	Account #	Invoice #	Account #	Notes	Amount
Keybank-MasterCard	EFT MasterCard-June 2019	7599-Police-June 2019	001-521-20-31-01	VTAC SLing Mounts-Belt	\$119.15
			001-521-20-31-03	Amazon Prime	\$14.20
			001-521-20-31-03	Label Marker & Tape	\$88.23
			001-521-20-31-06	Rail Pannel Kit	\$54.43
			001-521-50-48-02	Biohazard Cleaning of Holding Cells	\$275.25
			001-521-50-48-04	Bike Rack Supplies	\$159.52
			001-521-50-48-04	Bike Rack	\$600.06
			001-521-50-49-01	Code Enforcement-LAPE Membership	\$50.00
			7765-Montgomery-June 2019	Refund on Legal Dividersd	(\$20.99)
				Drop Box	\$10.98
			8794-Woods-June 2019	Adobe-Acropro	\$16.38
				Outlook for Court Computers	\$546.48
				Total	\$10,043.33
Konica Minolta Business-Usa Inc	47522	259764499	001-521-10-40-06	Copier Lease PD	\$186.75
				Total	\$186.75
Kyocera Document Solutions Northwest INC	47523	T1057111	001-514-23-31-02	City Hall Copier Lease	\$2,093.52
			105-576-80-31-00	Public Works Copier Lease-15%	\$59.62
			401-534-10-31-00	Public Works Copier Lease-50%	\$59.62
			408-535-10-31-00	Public Works Copier Lease-20%	\$59.61
			410-531-38-31-00	Public Works Copier Lease-15%	\$59.62
				Total	\$2,331.99
LN Curtis & Son	47524	INV281560	001-521-20-31-01	Holster For Chief Gard	\$129.70
				Total	\$129.70
Logan Enterprises INC	47525	17177	001-514-21-41-01	Monthly Janitorial	\$98.75
			001-524-20-49-02	Monthly Janitorial	\$19.75
			001-575-50-41-01	Monthly Janitorial	\$79.00
			401-534-10-31-00	Monthly Janitorial	\$79.00
			408-535-10-31-00	Monthly Janitorial	\$79.00
			410-531-38-31-00	Monthly Janitorial	\$39.50
	Total	\$395.00			
Mitel Leasing	47557	902039018	001-594-14-41-03	City Hall Phone Lease-25	\$78.14
			001-594-24-41-02	City Hall Phone lease-5	\$15.62
			001-594-76-41-02	City Hall Phone lease-5	\$15.63
			101-594-42-41-02	City Hall Phone lease-5	\$15.63
			401-594-34-42-03	City Hall Phone lease-28	\$87.51

Vendor	Account Number	Invoice	Account Number	Notes	Amount	
Mitel Leasing	47557	902039018	408-594-35-64-55	City Hall Phone lease-27	\$84.38	
			410-594-31-41-42	City Hall Phone lease-5	\$15.63	
	902039019	001-594-12-41-02	PSB Phone Lease	\$16.18		
		001-594-21-41-03	PSB Phone Lease	\$253.49		
		Total	\$582.21			
O'Reilly Auto Parts	47497	1265583-June 2019	001-521-50-48-04	Trap-Wash Mitt-Cable	\$32.00	
			101-542-30-48-02	Oil for FA1010	\$54.64	
			401-534-10-31-00	High Temp Grease for Harman Springs	\$5.45	
			401-534-50-35-00	Screwdrivers	\$27.31	
			401-534-50-35-00	ACP Gauge for FA1051	\$46.99	
			408-535-50-48-03	Mirror	\$27.30	
			408-535-50-48-04	Core Return for Battery for Trailer FA 1078	(\$24.05)	
			408-535-50-48-04	Battery for Trailer FA 1078	\$133.03	
			410-531-38-48-00	Grease Fitting FA1158	\$9.28	
			410-531-38-48-00	Grease Gun & Hose FA1158	\$31.68	
Total	\$343.63					
Orca Pacific, Inc	47558	39568	401-534-10-31-01	Sodium Hypochlorite	\$1,505.47	
			Total	\$1,505.47		
P.c. Budget & Finance	47526	CI-271927	C-104188	001-525-10-51-00	Emergency Management Services-July-Dec 2019	\$3,444.62
		CI-272039	C-104188	001-525-10-51-00	Fire Investigation Services-3rd QRT	\$1,000.70
	47559	CI-272387	C-104188	001-523-60-41-00	Jail Fees May 2019	\$55.25
		CI-272482	C-104188	001-523-60-41-00	Jail Fees June 2019	\$1,257.15
	Total	\$5,757.72				
Pcrd (landfill)	47527	30515	105-594-76-63-07	Dump Fees for Calistoga Playground	\$86.83	
			Total	\$86.83		
Pestinger, Joachim	47528	July2019-400	001-511-60-41-01	Reimbursement for AWC Conference	\$204.57	
			Total	\$204.57		
Pitney Bowes Globel	47529	3309219620	001-514-23-45-00	Postage Machine Lease	\$215.63	
			Total	\$215.63		
Pitney Bowes Purchase Power	47560	8000-9090-0050-3685 July 2019	001-512-50-31-01	Monthly Postage	\$106.60	
			001-513-10-31-01	Monthly Postage	\$18.60	
			001-514-23-31-01	Monthly Postage	\$564.35	
			001-521-20-31-07	Monthly Postage	\$12.45	

Vendor	Account	Invoice	Invoice Date	Invoice Number	Description	Amount		
Pitney Bowes Purchase Power	47560	8000-9090-0050-3685	July 2019	001-521-20-31-07	Monthly Postage	\$18.50		
				001-524-20-31-02	Monthly Postage	\$3.00		
				001-558-60-31-02	Monthly Postage	\$82.50		
				001-575-50-31-02	Monthly Postage	\$2.50		
				001-575-50-31-02	Monthly Postage	\$5.85		
				104-536-20-31-01	Monthly Postage	\$0.50		
				401-534-10-42-00	Monthly Postage	\$39.52		
				401-534-10-42-00	Monthly Postage	\$57.54		
				408-535-10-42-00	Monthly Postage	\$1.80		
				408-535-10-42-00	Monthly Postage	\$39.51		
				410-531-38-42-00	Monthly Postage	\$1.16		
				410-531-38-42-00	Monthly Postage	\$39.52		
					Total	\$993.90		
Pollard Water- Ferguson Enterprises INC #3326	47561	WP0004357		401-534-10-31-00	Dye-Pump Hose- Safety Vest-Valve Box Cleaner-Tiger Blade	\$223.35		
				401-534-10-31-04	Dye-Pump Hose- Safety Vest-Valve Box Cleaner-Tiger Blade	\$61.69		
				401-534-50-35-00	Dye-Pump Hose- Safety Vest-Valve Box Cleaner-Tiger Blade	\$150.56		
				408-535-10-31-00	Dye-Pump Hose- Safety Vest-Valve Box Cleaner-Tiger Blade	\$223.35		
				408-535-10-31-05	Dye-Pump Hose- Safety Vest-Valve Box Cleaner-Tiger Blade	\$61.69		
				408-535-50-35-00	Dye-Pump Hose- Safety Vest-Valve Box Cleaner-Tiger Blade	\$150.56		
				47530	WP004357	401-534-50-35-00	Safety Supplies & Small Tools	\$879.57
				47561	WW004371	401-534-10-31-04	Safety Vest	\$61.70
						408-535-10-31-05	Safety Vest	\$61.69
Popular Networks, Llc	47531	21693		001-512-50-41-01	Computer Maintenance	\$16.55		
				001-513-23-41-01	Computer Maintenance	\$82.77		
				001-514-23-41-04	Computer Maintenance	\$215.20		
				001-524-20-41-01	Computer Maintenance	\$165.54		
				001-525-60-41-03	Disaster Recovery Backup-Server	\$974.41		
				001-575-50-41-03	Computer Maintenance	\$148.98		
				101-542-30-41-04	Computer Maintenance	\$82.76		
				104-536-20-41-01	Computer Maintenance	\$33.11		
				401-534-10-41-05	Computer Maintenance	\$347.62		

Vendor	Quantity	Invoice	Account Number	Notes	Amount		
Popular Networks, Llc	47531	21693	408-535-10-41-05	Computer Maintenance	\$347.62		
			410-531-38-41-04	Computer Maintenance	\$215.20		
	21700	001-521-50-41-01	Computer Maintenance-PD PSB	\$1,679.95			
		001-525-60-41-03	Disaster Recovery Backup-Server	\$594.59			
		Total	\$4,904.30				
Puget Sound Energy	47532	200001247663-July 2019	408-535-50-47-07	VC Lift Station	\$172.98		
		200001247812-July 2019	101-542-63-47-03	SR 162 Signal	\$26.42		
		200001248190-July 2019	105-576-80-47-01	North Park	\$10.92		
		200001248372-July 2019	401-534-50-47-08	Well 3	\$2,733.08		
		200001248539-July 2019	408-535-50-47-03	Lahar Siren	\$10.41		
		200001532189-July 2019	105-576-80-47-02	Main Park	\$137.51		
			105-576-80-47-03	Bell Tower	\$58.94		
		200002708986-July 2019	408-535-50-47-07	VG Lift Station	\$220.50		
		200003766280-July 2019	001-514-21-32-01	City Hall City Shop	\$12.95		
			001-514-21-47-01	City Hall City Shop	\$102.14		
			001-524-20-32-05	City Hall City Shop	\$12.95		
			401-534-50-47-01	City Hall City Shop	\$102.15		
			401-534-50-47-09	City Hall City Shop	\$12.94		
			408-535-50-47-01	City Hall City Shop	\$102.15		
			408-535-50-47-08	City Hall City Shop	\$12.94		
		200009717931-July 2019	401-534-50-47-04	Well 2	\$61.77		
		200010396543-July 2019	105-576-80-47-01	North Park	\$76.30		
		200010396733-July 2019	401-534-50-47-11	Well 4 & Pump Staion	\$1,539.47		
		200010629349-July 2019	101-542-63-47-01	City Shop	\$11.85		
			104-536-50-47-02	City Shop	\$9.48		
			401-534-50-47-01	City Shop	\$11.86		
			408-535-50-47-01	City Shop	\$14.22		
		200013874264-July 2019	408-535-50-47-04	WWTP	\$7,845.86		
		200014994137-July 2019	410-531-38-47-00	VG Lift Station	\$46.17		
		200019613294-July 2019	104-536-50-47-02	Cemetery Shop	\$522.87		
		47498	200019646914-July 2019	101-542-63-47-03	Street Lights	\$48.62	
		47562	200021064239 July 2019	401-534-50-47-03	Well 1	\$279.22	
			200021119249 July 2019	401-534-50-47-02	Chlorinator	\$17.03	
		47532	200021421298-July 2019	408-535-50-47-06	Rainier Meadows	\$29.43	
			200022934653-July 2019	001-575-50-47-01	MPC	\$466.53	
			200024404523-July 2019	408-535-50-47-02	Lift Station 1	\$95.50	
			220011476581-July 2019	408-535-50-47-03	High Cedars Lift Station	\$104.91	
			220015220399-July 2019	101-542-63-47-03	Street Lights	\$50.83	
			220015548930-July 2019	101-542-63-47-03	Street Lights	\$46.48	
		47498	300000002405-July 2019	101-542-63-47-03	Street Lights	\$5,124.79	
			Total	\$20,132.17			
		Quality Control Services Inc	47563	56887	408-535-50-48-04	Service WWTP	\$759.63
			Total	\$759.63			
		Sarco Supply	47564	1122621	408-535-10-31-06	Sterling Hands Free Dispenser	\$43.24

Vendor	Invoice #	Invoice Date	Account Number	Notes	Amount
Sarco Supply	47564	1122623	408-535-10-31-06	Foam Soap for Restrooms	\$6.56
				Total	\$49.80
SHRED-IT USA	47565	8127718545	001-521-20-31-03	PD Shredding	\$92.16
		8127718590	001-514-23-31-02	City Hall Shredding	\$82.95
				Total	\$175.11
Spectral Laboratories	47566	141181	408-535-10-41-03	Lab Testing	\$252.00
				Total	\$252.00
Sunnyside, City Of	47533	7302	001-523-60-41-00	Jail Fees June 2019	\$1,410.00
				Total	\$1,410.00
Surplus Ammo & Arms LLC	47534	19-0179A	001-594-21-64-50	M4-2000 5.56 MM Rifles	\$2,185.96
	47567	19-0239	001-594-21-64-50	Equipment for Rifles	\$809.31
				Total	\$2,995.27
SwiftComply US Opco, INC	47568	INV-7209	401-534-10-31-00	Upgrade Backflow Software Additional Records	\$437.20
				Total	\$437.20
Tacoma News INC	47535	257635-July 2019	001-511-60-49-03	Legal Notice	\$177.87
			001-524-60-31-00	Legal Notice-Bid	\$117.27
			001-558-60-31-03	Publication of Hearing	\$181.59
			101-594-42-63-03	Legal Notice Sidewalk	\$106.55
			108-595-30-63-01	Legal Notice Chip Seal Bid	\$117.27
				Total	\$700.55
UniFirst Corporation	47536	300 1539714	408-535-10-31-03	Uniform Item-Protective Services	\$104.36
		330 1541818	408-535-10-31-03	Uniform Item-Protective Services	\$104.36
	47569	330 1543920	408-535-10-31-03	Uniform Item-Protective Services	\$107.79
				Total	\$316.51
United Laboratories	47537	INV259582	408-535-10-31-00	Lab Supplies	\$484.56
				Total	\$484.56
US BankNA Custody Treasury Div-Mony Cntr	47538	122-July 2019	001-514-23-49-06	Fees for Safekeeping	\$33.60
			101-542-90-40-01	Fees for Safekeeping	\$4.80
			105-576-80-41-09	Fees for Safekeeping	\$4.80
			401-534-90-40-02	Fees for Safekeeping	\$14.40
			408-535-90-40-02	Fees for Safekeeping	\$24.00

Vendor	Account	Invoice	Account Number	Product	Amount	
US BankNA Custody Treasury Div-Mony Cntr	47538	122-July 2019	410-531-90-40-02	Fees for Safekeeping	\$14.40	
				Total	\$96.00	
Utilities Underground Location Center	47539	9060208	401-534-60-41-00	Locates	\$46.20	
				408-535-60-41-00	Locates	\$46.20
				Total	\$92.40	
Verizon Wireless	47570	9834171756	001-512-50-42-00	Cell Phones-Judge	\$56.48	
			001-514-23-42-00	Cell Phones	\$265.98	
			001-524-20-42-00	Cell Phones	\$73.19	
			001-575-50-42-01	Cell Phones	\$56.48	
			401-534-10-42-01	Cell Phones	\$509.71	
		9834171757	408-535-10-42-01	Cell Phones	\$509.71	
			001-512-50-42-00	Court Phone	\$124.10	
			001-521-20-45-01	Cell Phones-PD	\$804.18	
			001-521-20-45-02	Cell Connection Data-PD	\$1,053.85	
			Total	\$3,453.68		
Vision Forms LLC	47540	5451	401-534-10-31-00	Utility Bill Processing & Mailing	\$27.85	
			401-534-10-42-00	Utility Bill Processing & Mailing	\$66.26	
			408-535-10-31-00	Utility Bill Processing & Mailing	\$27.84	
			408-535-10-42-00	Utility Bill Processing & Mailing	\$66.26	
			410-531-38-31-00	Utility Bill Processing & Mailing	\$27.85	
			410-531-38-42-00	Utility Bill Processing & Mailing	\$66.26	
		5458	401-534-10-31-00	Utility Bill Processing & Mailing	\$200.02	
			401-534-10-42-00	Utility Bill Processing & Mailing	\$446.79	
			408-535-10-31-00	Utility Bill Processing & Mailing	\$200.02	
			408-535-10-42-00	Utility Bill Processing & Mailing	\$446.79	
			410-531-38-31-00	Utility Bill Processing & Mailing	\$200.05	

Organization	Account Number	Invoice Number	Account Number	Invoice	Amount
Vision Forms LLC	47540	5458	410-531-38-42-00	Utility Bill Processing & Mailing	\$446.78
				Total	\$2,222.77
Wa. State Dept. of Ecolog	47571	2019-RS-WAR045016	410-531-39-41-39	NPDES-Stormwater Action Monitoring	\$3,664.00
				Total	\$3,664.00
Washington Associatoin Of Code Enforcement	47541	WSC19-18	001-521-40-49-00	Assoc Of Code Enforcement Conference-Jim Scott	\$40.00
				Total	\$40.00
Washington Rock Quarries,	47542	101341	401-534-50-48-02	Crushed Rock	\$242.02
		101342	408-535-50-48-02	Crushed Rock	\$242.03
			412-594-38-62-01	Top Soil for New Public Works Building	\$623.00
				Total	\$1,107.05
Water Management Lab Inc.	47543	176909	401-534-10-41-03	Lab Testing	\$30.00
		177010	401-534-10-41-03	Lab Testing	\$161.00
	47572	177217	401-534-10-41-03	Lab Testing	\$453.00
				Total	\$644.00
Western Equipment	47573	7072542-00	410-531-38-48-01	Bushing	\$37.09
				Total	\$37.09
Wex Bank	47544	60320713	001-521-20-32-00	Fuel-PD	\$1,615.72
				Total	\$1,615.72
Zumar Industries Inc	47545	28705	101-542-64-49-00	Sign for Turning Traffic-Stop Sign	\$174.48
		28706	101-542-64-49-00	No Motorized Vehicles Beyond this Point	\$173.36
				Total	\$347.84
				Grand Total	\$115,776.31



**City Of Orting
Council Agenda Summary Sheet**

Subject: MPC HVAC replacement- BIDS		Committee	Study Session	Council
	Agenda Item #:	N/A	AB19-47	AB19-47
	For Agenda of:		7.17.19	7.31.19
	Department:	Admin		
Date Submitted:	7.11.19			
Cost of Item:	<u>\$ 34,485.24</u>			
Amount Budgeted:	<u>\$40,000</u>			
Unexpended Balance:	<u>\$ 5,514.76</u>			
Bars #:				
Timeline:	Summer 2019			
Submitted By:	City Administrator			
Fiscal Note:				
Attachments: Bid docs and contract				
SUMMARY STATEMENT:				
<p>The HVAC system at the MPC is at life’s end. The Council budgeted \$40,000 to replace the system this year. The City went out for bid and received two bids. Those bids are attached. The low bidder is Saybr Contractors Inc., at 34,485.24</p> <p>The Council reviewed the bids at their study session on July 17th, 2019, and moved this forward for approval on the consent agenda for July 31, 2019.</p>				
RECOMMENDED ACTION: MOTION: To Approve Saybr Contractors Inc., As The Low Bidder To Install A New HVAC System For The MPC, and authorizing the Mayor to enter into a contract with Saybr, in the amount of \$34,485.24.				

2019 MPC HVAC REPLACEMENT BID RESULTS

Contractor	HVAC Make/Model	Labor includes	Bid Amount Includes Tax
Saybr Contractors, Inc.	Trane 7.5 ton Precedent Heat Pump Rooftop System	<ul style="list-style-type: none"> > Structural Engineering for rooftop > Low voltage and line voltage electrical permits and fees > Safe off and disconnecting of line and low voltage power to existing HVAC system > Removal and disposal of existing HVAC system > Connect new unit to existing electrical system > Install smoke detector in each return air plenum > Have air flow measured and balance provide performance report > Provide inspection report verification for mechanical and electrical work > Provide a two year parts and labor warranty incidental roofing, carpentry, drywall, painting etc. as necessary to accomplish the installation > Provide the owner proper system training and provide all manufactures warranty documents and manuals > Smoke detectors in return 	\$34,485.24
Code Mechanical, Inc.	Trane 7.5 ton heatpump System with Economizer	<ul style="list-style-type: none"> > Structural Engineering for rooftop > Low voltage and line voltage electrical permits and fees > Safe off and disconnecting of line and low voltage power to existing HVAC system > Removal and disposal of existing HVAC system > Connect new unit to existing electrical system > Install smoke detector in each return air plenum > Have air flow measured and balance provide performance report > Provide inspection report verification for mechanical and electrical work > Provide a two year parts and labor warranty incidental roofing, carpentry, drywall, painting etc. as necessary to accomplish the installation > Provide the owner proper system training and provide all manufactures warranty documents and manuals > Smoke detectors in return 	\$41,468.42



**City Of Orting
Council Agenda Summary Sheet**

Subject: Sidewalk Removal and Replacement Bids- PW Project 2019-01		Committee	Study Session	Council
	Agenda Item #:	N/A	AB19-48	AB19-48
	For Agenda of:		7.17.19	7.31.19
	Department:	Public Works		
	Date Submitted:	7.12.19		
Cost of Item:	<u>\$ 79,926.72</u>			
Amount Budgeted:	<u>\$83,500</u>			
Unexpended Balance:	<u>\$ 3,573.28</u>			
Bars #:	101.542.30.48.07- 101.594.42.63.03- 108.508.10.00.02			
Timeline:	Summer 2019			
Submitted By:	JC Hungerford, PE			
Fiscal Note:				
Attachments:	Bid Tab			
SUMMARY STATEMENT:				
<p>This project includes the removal and replacement of combined sidewalks and ADA ramps as part of the 2019 TBD program.</p> <p>A contract or contracts, if awarded, will be based upon the lowest responsive and responsible bid or bids per RCW 39.04.350, based on unit prices per estimated quantities as defined in more detail in the bid documents. The City reserves the right to reject any and all bids, to delete portions or all of the work, to substitute alternative bid item prices for base bid item prices, to waive any informality in bidding, and to make the award deemed to be in the best interest of the City.</p> <p>The low bidder is <u>Serpanok Construction, Inc.</u></p>				
RECOMMENDED ACTION: MOTION: To Approve <u>Serpanok Construction, Inc.</u> , As The bid winner of the Sidewalk Removal and Replacement Bid- PW Project 2019-01 and authorize the Mayor to sign the contract in the amount of \$ <u>79,926.72</u> .				

2019 TBD Sidewalk Remove & Replacement Project

<u>Contractor</u>	<u>BID Amount</u>
NPM Construction Co.	\$99,200.68
NW Cascade	\$187,283.36
Transportation systems, Inc.	\$99,954.85
Serpanok Construction, Inc.	\$79,926.72
Reed Trucking & Excavating	\$92,598.96
Rodarte Construction	\$120,350.23
D&D Construction	\$208,400.12

SIDEWALK REMOVAL AND REPLACEMENT BID TAB
ENGINEERS ESTIMATE = \$83,000.00

Location	Bid Item	Description	Unit	Qty	Bidder #1 D&D Construction Inc.		Bidder #2 NPM Construction Co.		Bidder #3 Northwest Cascade, Inc.		Bidder #4 Reed Trucking & Excavation, Inc.		Bidder #5 Rodarte Construction, Inc.		Bidder #6 Serjankov Construction, Inc.		Bidder #7 Transcontinental Systems, Inc.			
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	SW ADA Ramp at Washington Ave S and Train St.	Removal and Replacement of ADA Ramp	LS	1	\$ 4,200.00	\$ 4,200.00	\$ 5,100.00	\$ 5,100.00	\$ 11,000.00	\$ 11,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00	\$ 4,940.00	\$ 4,940.00	\$ 10,000.00	\$ 10,000.00		
2	SE ADA Ramp at Washington Ave S and Train St.	Removal and Replacement of ADA Ramp	LS	1	\$ 4,200.00	\$ 4,200.00	\$ 5,100.00	\$ 5,100.00	\$ 11,000.00	\$ 11,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00	\$ 4,940.00	\$ 4,940.00	\$ 10,000.00	\$ 10,000.00		
3.1	401 Varner Ave SE	Concrete Sidewalk Removal	SQ YD	30	\$ 212.00	\$ 6,360.00	\$ 65.00	\$ 1,950.00	\$ 3,810.00	\$ 40.00	\$ 1,200.00	\$ 65.00	\$ 1,950.00	\$ 31.00	\$ 930.00	\$ 45.00	\$ 1,350.00	\$ 45.00	\$ 1,350.00	
3.2	401 Varner Ave SE	Concrete Sidewalk Removal	SQ YD	30	\$ 154.00	\$ 4,620.00	\$ 95.00	\$ 2,850.00	\$ 1,200.00	\$ 40.00	\$ 1,200.00	\$ 65.00	\$ 1,950.00	\$ 31.00	\$ 930.00	\$ 45.00	\$ 1,350.00	\$ 45.00	\$ 1,350.00	
4.1	415/419 Varner Ave SE	Concrete Sidewalk Removal	SQ YD	55	\$ 212.00	\$ 11,660.00	\$ 65.00	\$ 3,575.00	\$ 5,190.00	\$ 100.00	\$ 3,000.00	\$ 125.00	\$ 3,750.00	\$ 96.00	\$ 2,880.00	\$ 85.00	\$ 2,550.00	\$ 85.00	\$ 2,550.00	
4.2	415/419 Varner Ave SE	Concrete Sidewalk Removal	SQ YD	55	\$ 154.00	\$ 8,470.00	\$ 95.00	\$ 5,225.00	\$ 2,200.00	\$ 40.00	\$ 2,200.00	\$ 55.00	\$ 3,025.00	\$ 31.00	\$ 1,705.00	\$ 45.00	\$ 2,475.00	\$ 45.00	\$ 2,475.00	
5.1	420 Varner Ave SE	Concrete Sidewalk Removal	SQ YD	65	\$ 212.00	\$ 13,780.00	\$ 65.00	\$ 4,225.00	\$ 9,215.00	\$ 100.00	\$ 6,500.00	\$ 125.00	\$ 8,125.00	\$ 96.00	\$ 6,240.00	\$ 85.00	\$ 5,520.00	\$ 85.00	\$ 5,520.00	
5.2	420 Varner Ave SE	Concrete Sidewalk Removal	SQ YD	65	\$ 154.00	\$ 10,010.00	\$ 95.00	\$ 6,175.00	\$ 2,655.00	\$ 40.00	\$ 2,600.00	\$ 55.00	\$ 3,575.00	\$ 31.00	\$ 2,015.00	\$ 45.00	\$ 2,925.00	\$ 45.00	\$ 2,925.00	
6.1	505 Varner Ave SE	Concrete Sidewalk Removal	SQ YD	15	\$ 212.00	\$ 3,180.00	\$ 75.00	\$ 1,125.00	\$ 1,905.00	\$ 40.00	\$ 600.00	\$ 75.00	\$ 1,125.00	\$ 31.00	\$ 465.00	\$ 45.00	\$ 675.00	\$ 45.00	\$ 675.00	
6.2	505 Varner Ave SE	Concrete Sidewalk Removal	SQ YD	15	\$ 154.00	\$ 2,310.00	\$ 105.00	\$ 1,575.00	\$ 1,575.00	\$ 100.00	\$ 1,500.00	\$ 150.00	\$ 2,250.00	\$ 96.00	\$ 1,440.00	\$ 85.00	\$ 1,275.00	\$ 85.00	\$ 1,275.00	
7.1	307 Callistoga St W	Concrete Sidewalk Removal	SQ YD	30	\$ 212.00	\$ 6,360.00	\$ 65.00	\$ 1,950.00	\$ 3,810.00	\$ 40.00	\$ 1,200.00	\$ 65.00	\$ 1,950.00	\$ 31.00	\$ 930.00	\$ 45.00	\$ 1,350.00	\$ 45.00	\$ 1,350.00	
7.2	307 Callistoga St W	Concrete Sidewalk Removal	SQ YD	30	\$ 154.00	\$ 4,620.00	\$ 95.00	\$ 2,850.00	\$ 1,200.00	\$ 40.00	\$ 1,200.00	\$ 65.00	\$ 1,950.00	\$ 31.00	\$ 930.00	\$ 45.00	\$ 1,350.00	\$ 45.00	\$ 1,350.00	
8.1	317 Callistoga St W	Concrete Sidewalk Removal	SQ YD	52	\$ 212.00	\$ 11,024.00	\$ 65.00	\$ 3,380.00	\$ 6,604.00	\$ 100.00	\$ 5,200.00	\$ 135.00	\$ 7,020.00	\$ 96.00	\$ 5,040.00	\$ 85.00	\$ 4,440.00	\$ 85.00	\$ 4,440.00	
8.2	317 Callistoga St W	Concrete Sidewalk Removal	SQ YD	52	\$ 154.00	\$ 8,008.00	\$ 95.00	\$ 4,940.00	\$ 2,080.00	\$ 40.00	\$ 2,080.00	\$ 55.00	\$ 2,860.00	\$ 31.00	\$ 1,612.00	\$ 45.00	\$ 2,340.00	\$ 45.00	\$ 2,340.00	
9.1	405/407 Callistoga St W	Concrete Sidewalk Removal	SQ YD	50	\$ 212.00	\$ 10,600.00	\$ 65.00	\$ 3,250.00	\$ 6,350.00	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00	\$ 96.00	\$ 5,280.00	\$ 85.00	\$ 4,680.00	\$ 85.00	\$ 4,680.00	
9.2	405/407 Callistoga St W	Concrete Sidewalk Removal	SQ YD	50	\$ 154.00	\$ 7,700.00	\$ 95.00	\$ 4,750.00	\$ 2,000.00	\$ 40.00	\$ 2,000.00	\$ 55.00	\$ 2,750.00	\$ 31.00	\$ 1,550.00	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	
10.1	411 Callistoga St W	Concrete Sidewalk Removal	SQ YD	20	\$ 212.00	\$ 4,240.00	\$ 75.00	\$ 1,500.00	\$ 2,540.00	\$ 40.00	\$ 800.00	\$ 70.00	\$ 1,400.00	\$ 31.00	\$ 620.00	\$ 45.00	\$ 1,000.00	\$ 45.00	\$ 1,000.00	
10.2	411 Callistoga St W	Concrete Sidewalk Removal	SQ YD	20	\$ 154.00	\$ 3,080.00	\$ 105.00	\$ 2,100.00	\$ 2,100.00	\$ 100.00	\$ 2,000.00	\$ 160.00	\$ 3,200.00	\$ 96.00	\$ 1,920.00	\$ 85.00	\$ 1,700.00	\$ 85.00	\$ 1,700.00	
11.1	408 Callistoga St W	Concrete Sidewalk Removal	SQ YD	35	\$ 212.00	\$ 7,420.00	\$ 65.00	\$ 2,275.00	\$ 4,445.00	\$ 40.00	\$ 1,400.00	\$ 60.00	\$ 2,100.00	\$ 31.00	\$ 1,085.00	\$ 45.00	\$ 1,575.00	\$ 45.00	\$ 1,575.00	
11.2	408 Callistoga St W	Concrete Sidewalk Removal	SQ YD	35	\$ 154.00	\$ 5,390.00	\$ 95.00	\$ 3,325.00	\$ 3,505.00	\$ 100.00	\$ 3,500.00	\$ 134.00	\$ 4,690.00	\$ 96.00	\$ 3,360.00	\$ 85.00	\$ 2,975.00	\$ 85.00	\$ 2,975.00	
12.1	603 Harman Way S	Concrete Sidewalk Removal	SQ YD	50	\$ 212.00	\$ 10,600.00	\$ 65.00	\$ 3,250.00	\$ 6,350.00	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00	\$ 96.00	\$ 5,280.00	\$ 85.00	\$ 4,680.00	\$ 85.00	\$ 4,680.00	
12.2	603 Harman Way S	Concrete Sidewalk Removal	SQ YD	50	\$ 154.00	\$ 7,700.00	\$ 95.00	\$ 4,750.00	\$ 2,000.00	\$ 40.00	\$ 2,000.00	\$ 55.00	\$ 2,750.00	\$ 31.00	\$ 1,550.00	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	
13.1	607 & 611 Harman Way S	Concrete Sidewalk Removal	SQ YD	50	\$ 212.00	\$ 10,600.00	\$ 65.00	\$ 3,250.00	\$ 6,350.00	\$ 100.00	\$ 5,000.00	\$ 150.00	\$ 7,500.00	\$ 96.00	\$ 5,280.00	\$ 85.00	\$ 4,680.00	\$ 85.00	\$ 4,680.00	
13.2	607 & 611 Harman Way S	Concrete Sidewalk Removal	SQ YD	50	\$ 154.00	\$ 7,700.00	\$ 95.00	\$ 4,750.00	\$ 2,000.00	\$ 40.00	\$ 2,000.00	\$ 55.00	\$ 2,750.00	\$ 31.00	\$ 1,550.00	\$ 45.00	\$ 2,250.00	\$ 45.00	\$ 2,250.00	
14.1	615 Harman Way S	Concrete Sidewalk Removal	SQ YD	37	\$ 212.00	\$ 7,844.00	\$ 65.00	\$ 2,405.00	\$ 4,659.00	\$ 40.00	\$ 1,480.00	\$ 55.00	\$ 2,035.00	\$ 31.00	\$ 1,147.00	\$ 45.00	\$ 1,665.00	\$ 45.00	\$ 1,665.00	
14.2	615 Harman Way S	Concrete Sidewalk Removal	SQ YD	37	\$ 154.00	\$ 5,698.00	\$ 95.00	\$ 3,515.00	\$ 3,401.00	\$ 100.00	\$ 3,400.00	\$ 155.00	\$ 5,735.00	\$ 96.00	\$ 3,552.00	\$ 85.00	\$ 3,145.00	\$ 85.00	\$ 3,145.00	
15.1	619 Harman Way S	Concrete Sidewalk Removal	SQ YD	9	\$ 212.00	\$ 1,908.00	\$ 75.00	\$ 675.00	\$ 1,143.00	\$ 40.00	\$ 360.00	\$ 100.00	\$ 900.00	\$ 31.00	\$ 279.00	\$ 45.00	\$ 405.00	\$ 45.00	\$ 405.00	
15.2	619 Harman Way S	Concrete Sidewalk Removal	SQ YD	9	\$ 154.00	\$ 1,386.00	\$ 105.00	\$ 945.00	\$ 557.00	\$ 100.00	\$ 557.00	\$ 180.00	\$ 1,620.00	\$ 96.00	\$ 918.00	\$ 85.00	\$ 765.00	\$ 85.00	\$ 765.00	
Subtotal Bid Schedule					\$	\$ 190,668.00	\$	\$ 90,760.00	\$	\$ 171,348.00	\$	\$ 84,720.00	\$	\$ 110,110.00	\$	\$ 73,126.00	\$	\$ 91,450.00	\$	\$ 99,954.85
Sales Tax (9.3 percent)					\$	\$ 17,732.12	\$	\$ 8,440.68	\$	\$ 15,935.36	\$	\$ 7,878.96	\$	\$ 10,240.23	\$	\$ 6,808.72	\$	\$ 8,504.85	\$	\$ 8,504.85
TOTAL BID SCHEDULE (subtotal plus sales tax)					\$	\$ 208,400.12	\$	\$ 99,200.68	\$	\$ 187,283.36	\$	\$ 92,598.96	\$	\$ 120,350.23	\$	\$ 79,934.72	\$	\$ 99,954.85	\$	\$ 99,954.85

Scaled bids were opened at the City of Oring, City Hall
110 Train Street SE, Oring, WA at 10:00 AM, Wednesday, July 19, 2019.

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

John C. [Signature]
7/25/19
Signature/Date



7/25/19

CITY OF ORTING

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

BID REQUEST, SPECIFICATIONS AND CONTRACT DOCUMENTS

Project No.: PW2019-01

Budget Item: 101.542.30.48.07, 101.594.42.63.03,
108.508.10.00.02

Project Name: Sidewalk Removal and Replacement

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Invitation to Bid

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Section 2 Specifications / Scope of Work

Section 3 Bid Price Sheet

Section 4 Template Contract

Attachment Aerial Map

CITY OF ORTING

110 Train St SE
Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

INVITATION TO BID

Notice is hereby given that the City of Orting will receive bids for the public works project described herein.

General Project Description:

This project includes the removal and replacement of combined sidewalks, pursuant to the Scope of Work in this bid packet.

Proposal Submittal Deadline & Location:

July 19, 2019 / 10:00 a.m.
City of Orting
110 Train St Se
Orting, WA 98360

Email Questions or call to:

lhinds@cityoforting.org / (360) 893-2219 x139

Mail Proposals To:

City of Orting
PO Box 489
Orting, WA 98360

Hand Carry Proposals To:

City of Orting
110 Train St SE
Orting, WA 98360

Mark Envelope:

Project Name: Sidewalk Removal and Replacement
Project Number: PW2019-01
Attn: Laura Hinds

CITY OF ORTING

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Orting, WA 98360

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(360) 893-2219 x139



BIDDER RESPONSIBILITY CHECKLIST

The following checklist is used in documenting that a bidder meets the mandatory Bidder Responsibility Criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

GENERAL INFORMATION

Project Name:	Project Number:
Bidder's Business Name:	Bid Submittal Deadline:

CONTRACTOR REGISTRATION

License Number:	Status:			
	Active:	Yes	No	
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:			

CONTRACTOR INFRACTION LIST

Is Bidder on Infraction List:			
	Yes	No	

CURRENT UBI NUMBER

UBI Number:	Account Closed:			
	Open	Closed		

INDUSTRIAL INSURANCE COVERAGE

Account Number:	Account Current:			
	Yes	No		

EMPLOYMENT SECURITY DEPARTMENT NUMBER

Employment Security Department Number:

Please Provide a copy of your latest correspondence, containing your account number, with Employment Security Department. Please do not provide document containing personal information such as social security numbers.

STATE EXCISE TAX REGISTRATION NUMBER

Tax Registration Number:	Account Closed:			
	Open	Closed		

NOT DISQUALIFIED FROM BIDDING

Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries?			
	Yes	No	

INFORMATION SUPPLIED BY:

Print Name of Bidder Representative:	Date
--------------------------------------	------

VERIFIED BY:

Signature of District Employee	3	Date
--------------------------------	---	------

CITY OF ORTING

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SECTION 1 Sidewalk Removal & Replacement **BID INSTRUCTIONS:**

Bids shall be prepared, submitted and received in accordance with the following:

1. **CONTRACT DESCRIPTION**

This project consists of the work described at Section 2 of this packet, *Specifications*. Work will commence 15-days after Council Approval of the bid award and contract, provided all terms and conditions are met in the agreement, and shall terminate upon completion of the work (*see* Standard Specifications). The City reserves the right to re-bid at any time if the conditions are not met prior to the designated start date.

Before submitting a bid, each bidder will, at the bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the work in which the bidder deems necessary to determine its bid for performing the work in accordance with the time, price, and other terms and conditions of the Specifications, Proposal and Contract Documents. The bidder shall be responsible for all costs associated with these additional examinations including all restoration work and damages which may be a result of such investigation.

2. **CONTRACT DOCUMENTS**

The contract includes the Bid Request, Bid Response, Agreement, Scope of Work and Price sheets attached hereto. Only bids submitted on forms furnished by the City will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. Telephone or Facsimile bids will not be accepted. Paper bids shall be sealed in an envelope. No bid received after closing time shall be considered. Bid opening will be at Orting City Hall at time specified.

The intent of these documents is to include all labor, materials, appliances, and services of every kind necessary for the proper execution of work, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

The Contractor agrees to verify all measurements set forth in the above documents and to report all differences in measurements before commencing to perform any work hereunder.

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3. CONTRACT AWARD

1. A contract or contracts, if awarded, will be based upon the lowest responsive and responsible bid or bids per RCW 39.04.350, based on unit prices per estimated quantities as defined in more detail in the bid documents. The City reserves the right to reject any and all bids, to delete portions or all of the work, to substitute alternative bid item prices for base bid item prices, to waive any informality in bidding, and to make the award deemed to be in the best interest of the City. Proposals received after the deadline stated herein will not be considered. Final quantities are not known and are subject to Owners approval. The right is reserved by the City to waive any immaterial bid errors or irregularities in the bidding and reserves the right to correct arithmetical errors or discrepancies between unit prices and extended amounts if the intended bid is ascertainable from the face of the bid. Portions of this project (a street or more) may be removed in order to meet the City of Orting's 2019 adopted budget.

4. INSURANCE

Insurance will be required of the type and amount sufficient to meet the requirements of the City's insurer for this activity and shall remain in effect during the entire duration of the project. Successful contractor shall provide insurance certificate and any other evidence required by the City's insurer, prior to contract award.

5. BID SUBMITTALS

Submitted bids shall include a completed Bidders Checklist, bid price sheet (included in this package), and a list of three references prior to start of work.

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SECTION 2 Sidewalk Removal and Replacement SPECIFICATIONS / SCOPE OF WORK

PART 1: GENERAL

DESCRIPTION

Removal and replacement of ADA Ramp

1. Lay out and mark all areas for replacement. Prior to sawcut and removal, all extents must be reviewed and approved by Orting Public Works.
2. Demolish and remove areas to be repaired to the nearest joint or saw cut. Remove all related debris from the jobsite and take to a concrete recycler or approved disposal site.
3. All sidewalk cuts must produce a vertical edge.
4. Install forms as necessary to retain and support concrete.
5. The City will inspect existing subgrade to determine if suitable. For bidding purposes, Contractor shall assume 100% removal and replacement of subgrade.
6. Remove existing subgrade at the direction of the City.
7. Apply uniform forms and restore adjacent distributed areas as specified.
8. Replace subgrade with 4" crushed surface base course material, compacted to 90% (Standard T-3C). The City shall inspect all subgrade prior to placement of concrete.
9. Curbing shall be per WSDOT Standard Plan F-10.12-03.
10. Install concrete at a minimum depth of 4" for sidewalk and finish level with top of adjacent concrete. Where applicable, install full depth 3,500 PSI concrete to match existing adjacent curbs. Some sidewalk widths may vary, therefore keep with same widths of abutting sections. Install expansion joint material as necessary, matching existing sidewalk. Concrete surface shall be a light broom finish to insure traction. Grades and design shall meet WSDOT Standard Plan F-40.16-03 (Attached). Notes 6 and 7 on Standard Plan F-40.16.03 do not apply.
11. Apply curing compound and/or provide protection against elements necessary to promote curing of new installation.
12. Remove forms and backfill adjacent disturbed areas using onsite materials.

Concrete Sidewalk Removal

1. Lay out and mark all areas for replacement. Prior to sawcut and removal, all extents must be reviewed and approved by Orting Public Works.
2. Demolish and remove areas to be repaired to the nearest joint or saw cut. Remove all related debris from the jobsite and take to a concrete recycler or approved disposal site
3. All sidewalk cuts must produce a vertical edge.
4. Install forms as necessary to retain and support concrete.
5. The City will inspect existing subgrade to determine if suitable. For bidding purposes, Contractor shall assume 100% removal and replacement of subgrade.

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6. Remove existing subgrade at the direction of the City.
7. Apply uniform forms and restore adjacent distributed areas as specified.

Concrete Sidewalk Replacement (Minimum 4" Depth or existing whichever is greater)

1. Replace subgrade with 4" crushed surface base course material, compacted to 90% (Standard T-3C). The City shall inspect all subgrade prior to placement of concrete.
2. Install concrete at a minimum depth of 4" for sidewalk and finish level with top of adjacent concrete. Where applicable, install full depth 3,500 PSI concrete to match existing adjacent curbs. Some sidewalk widths may vary, therefore keep with same widths of abutting sections. Install expansion joint material as necessary, matching existing sidewalk. Concrete surface shall be a light broom finish to insure traction.
3. Apply curing compound and/or provide protection against elements necessary to promote curing of new installation.
4. Remove forms and backfill adjacent disturbed areas using onsite materials.
5. Installation shall be per City of Orting Standard Detail T-3C.

PART 2: MATERIALS

1. Contractor shall provide all necessary materials, equipment and tools to perform the work as described above. Each Bid Item shall include all disposal costs associated with removal of sidewalk and installation of new sidewalk. All hauling is incidental to the contract.

PART 4: MEASUREMENT AND PAYMENT

- A. Mobilization and Demobilization shall be paid as incidental to the unit bid items. This item will not include equipment problems that require new equipment to be brought on site. This item will not include the contractor leaving the site and returning through no fault of the City. This item will not include transport from one site in the city to another site within the city.

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SECTION 3 BID PRICE SHEET Sidewalk Removal and Replacement

# of Areas	Bid Item	Description	Units	Qty	Unit Price	Extension
Location No. 1	SW ADA Ramp at Washington Ave S and Train St.					
	1.1	Removal and replacement of ADA Ramp	LS	1	\$	\$
Location No. 2	SE ADA Ramp at Washington Ave S and Train St.					
	2.1	Removal and replacement of ADA Ramp	LS	1	\$	\$
Location No.3	401 Varner Ave SE					
	3.1	Concrete Sidewalk Removal	SQ YD	30	\$	\$
	3.2	Concrete Sidewalk Replacement	SQ YD	30	\$	\$
Location No. 4	415/419 Varner Ave SE					
	4.1	Concrete Sidewalk Removal	SQ YD	55	\$	\$
	4.2	Concrete Sidewalk Replacement	SQ YD	55	\$	\$
Location No. 5	420 Varner Ave SE					
	5.1	Concrete Sidewalk Removal	SQ YD	65	\$	\$
	5.2	Concrete Sidewalk Replacement	SQ YD	65	\$	\$

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# of Areas	Bid Item	Description	Units	Qty	Unit Price	Extension
Location No. 6	505 Varner Ave SE					
	6.1	Concrete Sidewalk Removal	SQ YD	15		
	6.2	Concrete Sidewalk Replacement	SQ YD	15		
Location No. 7	307 Calistoga St W					
	7.1	Concrete Sidewalk Removal	SQ YD	30		
	7.2	Concrete Sidewalk Replacement	SQ YD	30		
Location No. 8	317 Calistoga St W					
	8.1	Concrete Sidewalk Removal	SQ YD	52	\$	\$
	8.2	Concrete Sidewalk Replacement	SQ YD	52	\$	\$
Location No. 9	405/407 Calistoga St W					
	9.1	Concrete Sidewalk Removal	SQ YD	50	\$	\$
	9.2	Concrete Sidewalk Replacement	SQ YD	50	\$	\$
Location No. 10	411 Calistoga St W					
	10.1	Concrete Sidewalk Removal	SQ YD	20	\$	\$
	10.2	Concrete Sidewalk Replacement	SQ YD	20	\$	\$
Location No. 11	408 Calistoga St W					
	11.1	Concrete Sidewalk Removal	SQ YD	35	\$	\$
	11.2	Concrete Sidewalk Replacement	SQ YD	35	\$	\$

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# of Areas	Bid Item	Description	Units	Qty	Unit Price	Extension
Location No. 12	603 Harman Way S					
	12.1	Concrete Sidewalk Removal	SQ YD	50	\$	\$
	12.2	Concrete Sidewalk Replacement	SQ YD	50	\$	\$
Location No. 13	607 & 611 Harman Way S					
	13.1	Concrete Sidewalk Removal	SQ YD	50	\$	\$
	13.2	Concrete Sidewalk Replacement	SQ YD	50	\$	\$
Location No. 14	615 Harman Way S					
	14.1	Concrete Sidewalk Removal	SQ YD	37	\$	\$
	14.2	Concrete Sidewalk Replacement	SQ YD	37	\$	\$
Location No. 15	619 Harman Way S					
	15.1	Concrete Sidewalk Removal	SQ YD	9	\$	\$
	15.2	Concrete Sidewalk Replacement	SQ YD	9	\$	\$
Subtotal:						\$
9.3% Sales Tax:						\$
Total:						\$
PROJECT TOTAL						\$

Project Total includes all areas 1-15. Project Total shall include sales tax.

Note: Quantities above are as estimated per this contract. Unit prices shall remain firm for the contract period.

CITY OF ORTING

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SECTION 4 TEMPLATE CONTRACT

Contractor/Vendor Name: _____ **Project No.:** PW2019-0X
Address: _____ **Project Name:** Sidewalk Removal & Replacement
Telephone: _____ **Budget Item:** 101.542.30.48.07, 101.594.42.63.03,
108.508.10.00.02, 108.595.30.63.01, 101.542.30.48.08

1. SCOPE OF WORK.

The Contractor shall perform those services described in the Specifications/Scope of Work included in the big package, hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

2. TIME OF COMPLETION.

The work shall be commenced following 15-days mutual execution of this Contract, and be completed no later than _____.

3. CONTRACT SUM.

The City shall pay the Contractor for the performance of the work the sum of \$ _____, plus applicable Washington state sales tax.

4. PAYMENTS.

The City shall make payment to the contractor within 30-days of completion.

5. ACCEPTANCE AND FINAL PAYMENT.

Final 5% retainage payment shall be paid once all state required documents have been approved for release of payment, provided the contract is fully performed and accepted according to bid laws and prevailing wage laws in conformance with RCW 39.12.040

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6. GENERAL CONTRACT TERMS

A. **Materials, Appliances, and Employees.**

Except as otherwise noted, the Contractor shall provide and pay for all materials, haul, disposal, labor, tools, water, power, and other items necessary to complete the work.

Contractor warrants that all workmen and subcontractors shall be skilled and certified in their trades.

B. **Surveys, Permits, and Regulations.**

Where applicable, the City shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the City in writing if the drawings and specifications are at variance therewith.

C. **Protection of Work, Property, and Persons.**

The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to its act or neglect.

D. **Access to Work.**

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

E. **City's Right to Terminate Contract.**

Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the contract or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances, and finish work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

F. **Contractor's Liability Insurance.**

The CONTRACTOR shall provide insurance coverage at the contractor's cost that shall be maintained in full force and effect during the term of this contract, as follows:

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The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington, and shall name the City of Orting, its agents and employees, as additional insureds by endorsement under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The city of Orting does not waive its right to subrogation against the contractor, and the policy shall be so endorsed. CONTRACTOR shall instruct the insurers to give the City of Orting, at least 30-days advance notice of any insurance cancellation.

1. The CONTRACTOR shall submit to the City of Orting, within 15-days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.
2. The contractor shall obtain at the contractor's cost, and maintain in full force and effect during the term of the contract, insurance to meet the following minimum amounts from an insurance carrier licensed to conduct business in the State of Washington. All carriers (except Workers compensation) shall have a minimum A.M. Best rating of 'A' VII or better.
3. **SUBCONTRACTORS:** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
4. **No Limitation.** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's resource to any remedy available at law or in equity.
5. **Minimum Scope of Insurance** CONTRACTOR shall obtain insurance of the types described below:
 - a. **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. In necessary, the policy shall be endorsed to provide contractual liability coverage.
 - b. **Commercial General Liability** insurance shall be written on ISO occurrence, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall endorsed to insurance for liability arising from explosion, collapse or underground property damage. The City shall

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- 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 equivalent coverage.
- c. **Workers Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.
6. **Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:
- a. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - b. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and a \$2,000,000 products – completed operations aggregate limit.
 - c. **Industrial Insurance Coverage:** The coverage shall provide or purchase industrial insurance coverage prior to performing work under this contract. The City of Orting will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City of Orting and guarantee payment of such amounts.
 - d. **Workers Compensation** with a minimum of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.
7. **Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:
- a. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - b. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice be certified mail, return receipt requested, has been given to the City.

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- 8. 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 or contractors as well as to any temporary structures, scaffolding and protective fences.
- G. Performance Bond.**
The Contractor shall furnish to the City prior to start of construction a performance bond in an amount of one hundred percent (100%) of the contract in a form acceptable to the City. In lieu of bond for contracts less than \$25,000, the City may, at the Contractor's option, hold five percent (5%) of the contract amount as retainage for a period of thirty (30) days after final acceptance or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens, whichever is later.
- H. Liens.**
The final payment shall not be due until the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the City indemnifying the City against any lien.
- I. Separate Contracts.**
The City has the right to let other contracts in connection with the work, and the Contractor shall properly cooperate with any such other contracts.
- J. Attorneys' Fees and Costs.**
In the event of legal action hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.
- K. Cleaning Up.**
The Contractor shall keep the premises free from accumulation of waste material and rubbish, and at the completion of the work, shall remove from the premises all rubbish, implements, and surplus materials and leave the building broom-clean and private properties clear.
- L. Indemnification.**
The Contractor shall protect, indemnify, and save the City of Orting harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to person or property arising from acts or omissions of Contractor, his employees, agents or subcontractors, howsoever caused. The Contractor will be responsible for any damages

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sustained by his employees to City of Orting equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of Orting.

- M. Independent Status of Contractor:** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

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 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 Agreement.

- N. Prevailing Wages.**

The Contractor shall pay all laborers, workmen, and mechanics the prevailing wage and shall file the required "Statement of Intent to Pay Prevailing Wages" in conformance with RCW 39.12.040.

- O. Discrimination Prohibited.**

The Contractor shall comply with all Equal Employment Opportunity regulations and shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap.

CITY OF ORTING

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Orting, WA 98360

lhinds@cityoforting.org
(360) 893-2219 x139

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

CONTRACTOR

CITY OF ORTING

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST/AUTHENTICATED:

_____, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:



**City Of Orting
Council Agenda Summary Sheet**

Subject: 2019 TBD Project for Chip Seal/Micro Coat-pw Project 2019-05		Committee	Study Session	Council
	Agenda Item #:	N/A	AB19-49	AB19-49
	For Agenda of:		7.17.19	7.31.19
	Department:	Public Works		
	Date Submitted:	7.12.19		
Cost of Item:	align="center">\$ 163,136			
Amount Budgeted:	align="center">\$120,000			
Unexpended Balance:	align="center">-\$43,136			
Bars #:	align="center">108.595.30.63.01			
Timeline:	align="center">Summer 2019			
Submitted By:	align="center">JC Hungerford			
Fiscal Note:				
Attachments:	Bid Tab			
SUMMARY STATEMENT:				
<p>This project includes 2019 Chip Seal/Micro Coat as part of the 2019 TBD program. A contract or contracts, if awarded, will be based upon the lowest responsive and responsible bid or bids per RCW 39.04.350, based on unit prices per estimated quantities as defined in more detail in the bid documents. The City reserves the right to reject any and all bids, to delete portions or all of the work, to substitute alternative bid item prices for base bid item prices, to waive any informality in bidding, and to make the award deemed to be in the best interest of the City.</p> <p>The low bidder is <u>Sierra Santa Fe</u>.</p>				
RECOMMENDED ACTION: To not award a contract for chip seal in 2019 and roll funds over to 2020.				

Parametrix, Inc.
 1019 39th Ave SE, Ste. 100
 Puyallup, WA 98374

CHIP SEAL/MICRO COAT BID TAB
ENGINEERS ESTIMATE = \$151,000.0

Bidder #1
 Sierra Santa Fe Corporation

Location	Bid Item	Description	Unit	Qty	Unit Price	Total Amount
1	Chip Seal, Single Layer		SQ YD	7100	\$ 7.95	\$ 56,445.00
2	Chip Seal, Double Layer		SQ YD	3720	\$ 7.95	\$ 29,574.00
3	MicroCoat		SQ YD	10820	\$ 4.10	\$ 44,362.00
4	project Temporary Traffic Control		LS	1	\$ 17,350.00	\$ 17,350.00
5	Permits	N/A				\$ -
6	Mobilization		LS	1	\$ 15,405.00	\$ 15,405.00
Subtotal Bid Schedule						\$ 163,136.00
Sales Tax (9.3 percent)						INCLUDED IN PRICING
TOTAL BID SCHEDULE (subtotal plus sales tax)						\$ 163,136.00

Scaled bids were opened at the City of Orting, City Hall
 110 Train Street SE, Orting, WA at 10:00 AM, Wednesday, July 17, 2019.

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

 7/25/19
 Signature / Date



CITY OF ORTING

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Orting, WA 98360

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(360) 893-2219 x139

BID REQUEST, SPECIFICATIONS AND CONTRACT DOCUMENTS

Project No.: PW2019-05
Budget Item: 108.595.30.61.01
Project Name: 2019 TBD Project for Chip Seal/Micro Coat

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Section 2

Specifications / Scope of Work

Section 3

Bid Price Sheet

Section 4

Template Contract

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Orting, WA 98360

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(360) 893-2219 x139

INVITATION TO BID

Notice is hereby given that the City of Orting will receive bids for the public works project described herein.

General Project Description:

This project includes the Chip Seal/Micro Coat of City of Orting's streets & gravel driveway, pursuant to the Scope of Work in this bid packet.

Proposal Submittal Deadline & Location:

Wednesday, July 17, 2019, 10 a.m.
City of Orting
110 Train St Se
Orting, WA 98360

Email Questions or call to:

lhinds@cityoforting.org / (360) 893-2219 x139

Mail Proposals To:

City of Orting
PO Box 489
Orting, WA 98360

Hand Carry Proposals To:

City of Orting
110 Train St SE
Orting, WA 98360

Mark Envelope:

PW2019-05 / 2019 TBD Project for Chip Seal/ Micro Coat
Attn: Laura Hinds, Public Works

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(360) 893-2219 x139



BIDDER RESPONSIBILITY CHECKLIST

The following checklist is used in documenting that a bidder meets the mandatory Bidder Responsibility Criteria. Please print a copy of documentation from the appropriate website to be included with the submittal.

GENERAL INFORMATION

Project Name:	Project Number:
Bidder's Business Name:	Bid Submittal Deadline:

CONTRACTOR REGISTRATION

License Number:	Status:			
	Active:	Yes	No	
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:			

CONTRACTOR INFRACTION LIST

Is Bidder on Infraction List:			
	Yes	No	

CURRENT UBI NUMBER

UBI Number:	Account Closed:			
	Open	Closed		

INDUSTRIAL INSURANCE COVERAGE

Account Number:	Account Current:			
	Yes	No		

EMPLOYMENT SECURITY DEPARTMENT NUMBER

Employment Security Department Number:

Please Provide a copy of your latest correspondence, containing your account number, with Employment Security Department. Please do not provide document containing personal information such as social security numbers.

STATE EXCISE TAX REGISTRATION NUMBER

Tax Registration Number:	Account Closed:			
	Open	Closed		

NOT DISQUALIFIED FROM BIDDING

Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries?			
	Yes	No	

INFORMATION SUPPLIED BY:

Print Name of Bidder Representative:	Date
--------------------------------------	------

VERIFIED BY:

Signature of District Employee	Date
--------------------------------	------

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SECTION 1

2019 TBD Project for Chip Seal/Micro Coat BID INSTRUCTIONS:

Bids shall be prepared, submitted and received in accordance with the following:

1. CONTRACT DESCRIPTION

This project consists of the work described at Section 2 of this packet, *Specifications*. Work will commence 15-days after Council Approval of the bid award or contract, as agreed upon by scheduling needs and, provided all terms and conditions are met in the agreement, and shall terminate upon completion of the work (*see* Standard Specifications). The City reserves the right to re-bid at any time if the conditions are not met prior to the designated start date.

Before submitting a bid, each bidder will, at the bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the work in which the bidder deems necessary to determine its bid for performing the work in accordance with the time, price, and other terms and conditions of the Specifications, Proposal and Contract Documents. The bidder shall be responsible for all costs associated with these additional examinations including all restoration work and damages which may be a result of such investigation.

2. CONTRACT DOCUMENTS

The contract includes the Bid Request, Bid Response, Agreement, Scope of Work and Price sheets attached hereto. Only bids submitted on forms furnished by the City will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. Telephone or Facsimile bids will not be accepted. Paper bids shall be sealed in an envelope. No bid received after closing time shall be considered. Bid opening will be at Orting City Hall at time specified.

The intent of these documents is to include all labor, materials, appliances, and services of every kind necessary for the proper execution of work, and the terms and conditions of payment therefor. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

The Contractor agrees to verify all measurements set forth in the above documents and to report all differences in measurements before commencing to perform any work hereunder.

3. CONTRACT AWARD

A contract or contracts, if awarded, will be based upon the lowest responsive and responsible bid or bids per RCW 39.04.350, based on unit prices per estimated quantities as defined in more detail

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in the bid documents. The City reserves the right to reject any and all bids, to delete portions or all of the work, to substitute alternative bid item prices for base bid item prices, to waive any informality in bidding, and to make the award deemed to be in the best interest of the City. Proposals received after the deadline stated herein will not be considered. Final quantities are not known and are subject to Owners approval. The right is reserved by the City to waive any immaterial bid errors or irregularities in the bidding and reserves the right to correct arithmetical errors or discrepancies between unit prices and extended amounts if the intended bid is ascertainable from the face of the bid.

4. INSURANCE

Insurance will be required of the type and amount sufficient to meet the requirements of the City's insurer for this activity, and shall remain in effect during the entire duration of the project. Successful contractor shall provide insurance certificate and any other evidence required by the City's insurer, prior to contract award.

5. BID SUBMITTALS

Submitted bids shall include a completed Bidders Checklist, bid price sheet (included in this package), and a list of three references prior to start of work.

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SECTION 2 SCOPE OF WORK 2019 TBD Project for Chip Seal/Micro Coat

GENERAL

PROJECT STREETS:

Area	Street	SQ YD	Location	Notes:
1	Leber ST NE	800	From Varner Ave NE to Bowlin Ave NE	1 layer chip seal with 1 layer of MicroCoat
2	Leber ST NE	700	From Bowlin Ave NE to end	1 layer chip seal with 1 layer of MicroCoat
3	Gratzer Ave NW	3000	From Old Pioneer Way NW to Levee Gate	2 layers of chip seal with 1 MicroCoat
4	Corrin Ave SW	3100	Calistoga Ave. W. to Bridge St. S.	1 layer chip seal on travel lanes w/ 1 microcoat of entire paved/parking area
5	Whitesell St NE	720	Varner St W. to Bowlin Ave. NE	2 layers of chip seal with 1 MicroCoat
6	Ozzie St NW	2500	Williams St. NW to Nunally Ave. NW	1 layer of MicroCoat

SPECIFICATIONS

Street preparation will be performed by the City of Orting, including patching of pot holes, pre-leveling and pre-sweeping to all roadways that are receiving Chip Seal / MicroCoat. City of Orting will complete all striping of streets that received Chip Seal & MicroCoat.

1. Contractor will Chip Seal and/or MicroCoat approx. 10,820 SY in accordance with the project list.
2. Contractor will follow oil and MicroCoat specification below or provide approved equal product specifications. Please see attached Google Maps for greater detail. Please Note, maps are not to scale and should be used for reference purposes only. Contractor is responsible for his or hers own accurate measurements.
3. Chip Seal, unless noted as 2 layers, will consist of 1 layer of rock and 1 layer of oil. Rock to be used will be 3/8-#10, spread at an application rate of 26-27 lbs. per SY. Oil to be used will be CRS-3P, spread at an application rate of 0.45 gals per SY. Where 2 layers are specified, this process shall be repeated to add a second layer.
4. After Chip Seal, vacuum / sweep all loose reaming rock left over from Chip Seal, prior to applying 1 layer of MicroCoat on newly applied Chip Seal.
5. MicroCoat will be applied by a computer rate controlled Seal Coat Buggy in all areas of newly applied Chip Seal. Hand spraying will be allowed in areas where Seal Coat Buggy cannot access. MicroCoat will be applied at an application of 0.28 gals per SY. Please see attached specifications for MicroCoat Product.

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6. In all areas of newly place HMA patching (By City of Orting) where Contractor will be Chip Sealing, pre-coat newly patched areas with a 0.25 shot rate of CRS-3P, prior to placing new Chip Seal.
7. Contractor will place temporary markers on all streets that have persisting striping, as well as cover and protect all utilities, monuments and markers in areas that are receiving Chip Seal and MicroCoat.
8. All work will conform to most current WSDOT standard specification except as noted above.
9. Portions of this project (a street or more) may be removed in order to meet the City of Orting's 2019 adopted budget.

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MicroCoat – Industrial (Interim Specification)

General Requirements: The specification has been designed to yield a set of distinguishing characteristics of a polymer-modified asphalt surface seal emulsion for use in projects where engineered design and early return to traffic is desired. The emulsion must be homogenous and polymerized before shipment. It shall meet the following requirements when tested within 10 days of sampling according to AASHTO Method T 59 as modified¹.

TESTS ON BASE ASPHALT	Minimum	Maximum	TEST METHOD
Penetration @ 25°C (77°F), 100g, 5s, dmm	10	50	ASTM D5
Modified Evaporation ¹ by weight (Determine mass loss [Distillates])	-	0.5	ASTM D6934
Softening Point, Ring and Ball (F./C.)	125/52		ASTM D36

TESTS ON EMULSION	Minimum	Maximum	TEST METHOD
Saybolt Viscosity @ 25°C (77°F), SFS	40		ASTM D7496
Settlement & Storage Stability %	-	5	ASTM D6930
Sieve Test %	-	0.1	ASTM D6933
Residue % by Evaporation (weight)	62	-	ASTM D6934

¹ ASTM D6934 with modifications to include evaporation to base asphalt (mass loss).

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Attachments:ED897198-6250-40C7-9385-A4F78D9464CA:Product Specification MicroCoat.docx

Title: Product Specification CRS-3P

Issue Date 03/21/16 Revision: 00

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CRS-3P

General Requirements: The specification has been designed to yield a set of distinguishing characteristics of a polymer-modified emulsion for use in chip seal projects where engineered design and early return to traffic is desired. The emulsion must be homogenous and polymerized before shipment. It shall meet the following requirements when tested within 10 days of sampling according to AASHTO Method T 59 as modified¹.

TESTS ON EMULSION	Minimum	Maximum	TEST METHOD
Saybolt Viscosity @ 50°C (122°F), SFS	150	-	ASTM D7496
Storage Stability % (1 Day)	-	1	ASTM D6930
Demulsibility %	40	-	ASTM D6936
Particle Charge Test	Positive	-	ASTM D7402
Sieve Test %	-	0.1	ASTM D6933
Distillation to 260°C (500°F) ¹ : Oil distillate % (by volume of emulsion)	-	3	ASTM D6997
Residue % (by weight)	65	-	ASTM D6934

TESTS ON RESIDUE FROM DISTILLATION	Minimum	Maximum	TEST METHOD
Penetration @ 25°C (77°F), 100g, 5s, dmm	80	150	ASTM D5
Elastic Recovery, % ²	58	-	ODOT TM429
Solubility in Trichloroethylene, % ³	97.5	-	ASTM D2042

¹ AASHTO T59 with modifications to include 300 grams emulsion and 177 ± 5°C (350 ± 10°F) maximum temperature to be held for 15 minutes.

² ODOT TM429 Elastic Recovery method of testing on file at ODOT Materials Laboratory in Salem, OR.

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Title: Product Specification CRS-3P

Issue Date 03/21/16 Revision: 00

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Price Sheet

Line Item No.	Approx. Quantity	Description	Unit Cost	Total Cost
1.	7,100 SY	Chip Seal, Single Layer		\$
2.	3,720 SY	Chip Seal, Double Layer		\$
2.	10,820 SY	MicroCoat		\$
3.	1 LS	Project Temporary Traffic Control		\$
4.	N/A	Permits	N/A	\$
5.	1 LS	Mobilization		\$
			Subtotal	\$
			9.3% Sales Tax	\$
			Project Total	\$

Note: Above prices are as estimated per this contract. Unit prices shall remain firm for the contract period.

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SECTION 3 TEMPLATE CONTRACT

2019 TBD Project for Chip Seal/ Micro Coat

Contractor/Vendor Name: _____ **Project No.:** PW2019-05
Address: _____ **Budget Item:** 108.595.30.61.01
Telephone: _____ **Project Name:** 2019 TBD Project Chip Seal &
Micro Coat

1. SCOPE OF WORK.

The Contractor shall perform those services described in the Specifications/Scope of Work included in the big package, hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

2. TIME OF COMPLETION.

The work shall be commenced following 15-days mutual execution of this Contract, and be completed no later than September 30, 2019.

3. CONTRACT SUM.

The City shall pay the Contractor for the performance of the work the sum of \$ _____, plus applicable Washington state sales tax.

4. PAYMENTS.

The City shall make payment to the contractor within 30-days of completion.

5. ACCEPTANCE AND FINAL PAYMENT.

Final 5% retainage payment shall be paid once all state required documents have been approved for release of payment, provided the contract is fully performed and accepted according to bid laws and prevailing wage laws in conformance with RCW 39.12.040

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6. GENERAL CONTRACT TERMS

A. **Materials, Appliances, and Employees.**

Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, water, power, and other items necessary to complete the work.

Contractor warrants that all workmen and subcontractors shall be skilled and certified in their trades.

B. **Surveys, Permits, and Regulations.**

Where applicable, the City shall furnish all surveys unless otherwise specified. Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City unless otherwise specified. The Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify the City in writing if the drawings and specifications are at variance therewith.

C. **Protection of Work, Property, and Persons.**

The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damage or injury due to its act or neglect.

D. **Access to Work.**

The Contractor shall permit and facilitate observation of the work by the City and its agents and public authorities at all times.

E. **City's Right to Terminate Contract.**

Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the City, after seven (7) days' written notice to the Contractor, and its surety, if any, may without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the contract or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances, and finish work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

F. **Contractor's Liability Insurance.**

The CONTRACTOR shall provide insurance coverage at the contractor's cost that shall be maintained in full force and effect during the term of this contract, as follows:

The insurance required shall be issued by an insurance company(s) authorized to do business within the State of Washington, and shall name the City of Orting, its agents and employees, as additional insureds by endorsement under the insurance policy(s). All policies shall be primary to any other valid and collectable insurance. The city of Orting

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does not waive its right to subrogation against the contractor, and the policy shall be so endorsed. CONTRACTOR shall instruct the insurers to give the City of Orting, at least 30-days advance notice of any insurance cancellation.

1. The CONTRACTOR shall submit to the City of Orting, within 15-days of the contract effective date, a Certificate of Insurance, which outlines the coverage and limits defined in the Insurance section. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.
2. The contractor shall obtain at the contractor's cost, and maintain in full force and effect during the term of the contract, insurance to meet the following **minimum** amounts from an insurance carrier licensed to conduct business in the State of Washington. All carriers (except Workers compensation) shall have a minimum A.M. Best rating of 'A' VII or better.
3. **SUBCONTRACTORS:** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
4. **No Limitation.** Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's resource to any remedy available at law or in equity.
5. **Minimum Scope of Insurance** CONTRACTOR shall obtain insurance of the types described below:
 - a. **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. In necessary, the policy shall be endorsed to provide contractual liability coverage.
 - b. **Commercial General Liability** insurance shall be written on ISO occurrence, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall endorsed to insurance 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 equivalent coverage.
 - c. **Workers Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

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- 6. Minimum Amounts of Insurance.** Contractor shall maintain the following insurance limits:
- a. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - b. **Commercial General Liability** insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 per project aggregate and a \$2,000,000 products – completed operations aggregate limit.
 - c. **Industrial Insurance Coverage:** The coverage shall provide or purchase industrial insurance coverage prior to performing work under this contract. The City of Orting will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Contractor or any subcontractor or employee of the contractor which might arise under the industrial insurance laws during the performance of duties and services under this contract. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this contract, those payments shall be made by the Contractor; the Contractor shall indemnify the City of Orting and guarantee payment of such amounts.
 - d. **Workers Compensation** with a minimum of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.
- 7. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:
- a. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 - b. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice be certified mail, return receipt requested, has been given to the City.
- 8. 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 or contractors as well as to any temporary structures, scaffolding and protective fences.

G. Performance Bond.

The Contractor shall furnish to the City prior to start of construction a performance bond in an amount of one hundred percent (100%) of the contract in a form acceptable to the City. In lieu of bond for contracts less than \$25,000, the City may, at the Contractor's option, hold five percent (5%) of the contract amount as retainage for a period of thirty (30) days

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after final acceptance or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens, whichever is later.

H. Liens.

The final payment shall not be due until the Contractor has delivered to the City a complete release of all liens arising out of this contract or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the City indemnifying the City against any lien.

I. Separate Contracts.

The City has the right to let other contracts in connection with the work, and the Contractor shall properly cooperate with any such other contracts.

J. Attorneys' Fees and Costs.

In the event of legal action hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

K. Cleaning Up.

The Contractor shall keep the premises free from accumulation of waste material and rubbish, and at the completion of the work, shall remove from the premises all rubbish, implements, and surplus materials and leave the building broom-clean and private properties clear.

L. Indemnification.

The Contractor shall protect, indemnify, and save the City of Orting harmless from and against any damage, cost or liability including reasonable attorney fees, for injuries to person or property arising from acts or omissions of Contractor, his employees, agents or subcontractors, howsoever caused. The Contractor will be responsible for any damages sustained by his employees to City of Orting equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of Orting.

M. Independent Status of Contractor: The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

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 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

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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 Agreement.

N. Prevailing Wages.

The Contractor shall pay all laborers, workmen, and mechanics the prevailing wage and shall file the required "Statement of Intent to Pay Prevailing Wages" in conformance with RCW 39.12.040.

O. Discrimination Prohibited.

The Contractor shall comply with all Equal Employment Opportunity regulations and shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor on the basis of race, color, religion, creed, sex, age, national origin, marital status, or the presence of any sensory, mental, or physical handicap.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

CONTRACTOR

CITY OF ORTING

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST/AUTHENTICATED:

_____, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:



**City Of Orting
Council Agenda Summary Sheet**

Subject: Sewer CIPP Rehabilitation- Insta Pipe- Change Order 01		Committee	Study Session	Council
	Agenda Item #:	N/A	AB19-50	AB19-50
	For Agenda of:	N/A	7.17.19	7.31.19
	Department:	Public Works		
	Date Submitted:			

Cost of Item:	<u>\$74,402.64</u>
Amount Budgeted:	<u>\$ 250,000</u>
Unexpended Balance:	<u>\$ 6,225.10</u>
Bars #:	408-594-35-63-16
Timeline:	
Submitted By:	JC Hungerford, PE

Fiscal Note: This is an add on to the original contract of \$169,372.26
Attachments: None

SUMMARY STATEMENT:

Council originally approved Insta-Pipe a contract value of \$169,372.26. The City has budgeted \$250,000 in 2019 (BARS 408.594.35.63.16), leaving a balance of \$80,627.74. To date, Insta-Pipe has been great to work with and has been very flexible. There is 1041 linear of feet on Mill Avenue SE and Hardefeldt ST SE that are a continuation of the project. This change order would add that work at a price of \$74,402.64

Council reviewed this at the study session on July 17th, 2019.

RECOMMENDED ACTION: MOTION: To approve the change order with Insta-Pipe and authorize the expenditure of \$74,402.64.

**Additional CIPP Work - Schedule B
Insta-Pipe**

Bid Item	Description	Qty.	Unit	Unit Price	Extension
B4	SANITARY SEWER BYPASS PUMPING	1	LS	\$1,500.00	\$ 1,500.00
B5	SEWER MAIN CLEANING AND INTERNAL INSPECTION (CCTV) - PREREHABILITATION	1041	LF	\$ 3.85	\$ 4,007.85
B6	SEWER MAIN CLEANING AND INTERNAL INSPECTION (CCTV) - POSTREHABILITATION	1041	LF	\$ 1.60	\$ 1,665.60
B7	CURED-IN-PLACE SEWER PIPE 8 IN. DIAM.	1041	LF	\$ 58.50	\$ 60,898.50
Sub Total					\$ 68,071.95
9.3% Sales Tax					\$ 6,330.69
Total Bid Schedule					\$ 74,402.64

CONTRACT CHANGE ORDER

Project Name: Sanitary Sewer CIPP Rehabilitation	Date: 07/25/19
TO: Insta-Pipe, Inc. (Contractor) 855 Trosper RD 108-204 Tumwater, WA 98512	Project Number: 216-1711-020 (02) Location: City of Orting Contract No.:
Contract Price prior to this Change Order: \$169,372.26	Change Order No.: 1

Upon approval by the Owner, the Contractor is hereby requested to comply with the following changes from the contract plans and specifications:

Bid Item No.	Description of Changes (quantities, units, unit prices, changes in completion schedule, etc.)	Increase in Contract Price	Decrease in Contract Price
B4	SANITARY SEWER BYPASS PUMPING	\$1,500.00	
B5	SEWER MAIN CLEANING AND INTERNAL INSPECTION (CCTV) - PREREHABILITATION	\$4,007.85	
B6	SEWER MAIN CLEANING AND INTERNAL INSPECTION (CCTV) - POSTREHABILITATION	\$1,665.60	
B7	CURED-IN-PLACE SEWER PIPE 8 IN. DIAM.	\$60,898.50	
	Sub-Total	\$68,071.95	\$0.00
	Sub Total	\$68,071.95	
	Sales Tax (%) 9.30%	\$6,330.69	\$0.00
	Total Increase/Decrease	\$74,402.64	\$0.00
	Net Increase in Contract Price	\$74,402.64	\$0.00

The sum of \$74,062.28 is hereby (added) to the contract price, and the total adjusted price to date thereby is \$243,774.90

The time provided for completion in the contract is (increased) by 10 work days. This document shall become an amendment to the contract and all provisions of the contract will apply thereto.

Recommended by:	
Engineer:	Date:
Accepted by:	
Contractor:	Date:
Approved by:	
Owner:	Date:

**FIREWORKS
ADVISORY
VOTE**

Committee Member Appointment Form (submitted by jurisdiction only)



Name of Jurisdiction: _____

Jurisdiction Contact Name: _____

Email: _____ Phone: _____

Jurisdiction's responsibility:

1. Email completed form to pcvoterpamphlet@piercecounitywa.gov by the resolution submittal deadline. (Submittal deadlines located on page 2.)
2. Provide committee members with statement submission requirements and deadlines. (See 2019 Election Guide for Jurisdictions at PierceCountyElections.org)
Committees are solely responsible for submitting voters' pamphlet statements to the Elections Division in accordance with the specified time line for that election.

Questions? Voters' Pamphlet Coordinator: pcvoterpamphlet@piercecounitywa.gov or (253) 798-2143

"For" Committee (1 - 3 members)	"Against" Committee (1 - 3 members)				
1st Committee Member	1st Committee Member				
Name*	Name*				
<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;"><i>One method of committee contact must be provided for print in the local voters' pamphlet.</i></td> <td style="width: 20%;">Publish in Voters' Pamphlet?</td> </tr> </table>	<i>One method of committee contact must be provided for print in the local voters' pamphlet.</i>	Publish in Voters' Pamphlet?	<table border="1" style="width: 100%;"> <tr> <td style="width: 80%;"><i>One method of committee contact must be provided for print in the local voters' pamphlet.</i></td> <td style="width: 20%;">Publish in Voters' Pamphlet?</td> </tr> </table>	<i>One method of committee contact must be provided for print in the local voters' pamphlet.</i>	Publish in Voters' Pamphlet?
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<i>One method of committee contact must be provided for print in the local voters' pamphlet.</i>	Publish in Voters' Pamphlet?				
Email (required)** <input type="checkbox"/>	Email (required)** <input type="checkbox"/>				
Phone (optional) <input type="checkbox"/>	Phone (optional) <input type="checkbox"/>				
Website (Published in Voters' Pamphlet)	Website (Published in Voters' Pamphlet)				
Committee Name (Published in Voters' Pamphlet)	Committee Name (Published in Voters' Pamphlet)				
2nd Committee Member	2nd Committee Member				
Name:	Name:				
Email:	Email:				
3rd Committee Member	3rd Committee Member				
Name:	Name:				
Email:	Email:				

If jurisdiction is NOT appointing a "For" Committee, check box to confirm.

If jurisdiction is NOT appointing an "Against" Committee, check box to confirm.

* 1st Committee Member must provide email address for correspondence with Voters' Pamphlet Coordinator.

Voters' Pamphlet Statements

Explanatory Statement for Local Measure RCW 29A.32.241

Each ballot title must be accompanied by an explanatory statement. The explanatory statement is prepared by the Prosecuting Attorney for county measures and by the attorney for the jurisdiction submitting the measure if other than a county measure. All explanatory statements for city, town or district measures must be approved by the attorney for the jurisdiction submitting the measure.

The purpose of an explanatory statement is to state the effect of the proposed measure if approved by the voters. It must be impartial, written in clear and concise language, avoid the use of legal and technical terms whenever possible, and conform to the formatting requirements discussed below. If prepared by the jurisdiction, proof of approval by the jurisdiction's attorney must be received by the Elections Division either by cover letter or email.

If a jurisdiction doesn't have approval **letter/email** from its attorney concerning the explanatory statement, or if a jurisdiction doesn't retain legal counsel, the statement shall be submitted to the Prosecuting Attorney for review or preparation.

Length

Explanatory statements must be **200** words or less, in block paragraph form.

Format

Up to three paragraphs may be used. The Auditor's Office reserves the right to eliminate excessive paragraph returns if the statement doesn't fit within space provided.

Italics may be used to emphasize specific words or statements. Any other formatting, such as bold, underline, or all caps, will be changed to appear in italics.

The use of lists or bullets is not allowed. Lists or bullets will be converted to block paragraph, with a semicolon to separate each item.

An explanatory statement shall limit the language to the proposition to which it pertains. It may not endorse, speak

about, or advocate for or against another proposition or measure.

How to submit the explanatory statement

Email to: pcvoterpamphlet@co.pierce.wa.us

Explanatory statements must be submitted by email and are due by the deadline. See page 20. The final explanatory statement will be posted to the Auditor's website.

Once the "For" and "Against" committees are appointed, the voters' pamphlet coordinator will email the members a link to the current election page where they can find the full text of the resolution, explanatory statements, and final ballot titles.

**Obtaining a Copy
of the Ballot Title
or Explanatory
Statement
RCW 29A.36.080**

Ballot titles and explanatory statements are posted on our website upon receipt.

Requests for copies of ballot titles and explanatory statements must be made for a specific election and a specific issue. Blanket requests for multiple/all elections or multiple/all issues will not be honored.

**Establishing
Committees "For"
and "Against" a
Local Measure
RCW 29A.32.280,
Pierce County
Code 1.20.050**

For each measure from a jurisdiction that is included in the local voters' pamphlet, the legislative authority of that jurisdiction shall formally appoint by the statutory deadline committees "For" and "Against" the measure.

The jurisdiction shall appoint persons known to favor the measure to serve on the "For" committee and shall appoint persons known to oppose the measure to serve on the "Against" committee.

Each committee shall consist of not more than three members; however, a committee may seek the advice of any other person or persons. The Committee Member Appointment Form must be submitted by the deadline to appoint committees. See page 20.

If such persons are not immediately known, the jurisdiction is encouraged to employ some formal means of notifying the public that members of the “For” and “Against” committees are being sought.

The jurisdiction is responsible for providing committee members with copies of instructions, specifications, and deadlines for all statements.

The committees are solely responsible for submitting their statements to the Elections Division in accordance with the specified time line for that **election**. See page 20.

Titles for committee member names will not be published in the local voters’ pamphlet.

Appointments by the Auditor

If a jurisdiction fails to appoint “For” and “Against” committees by the deadline established by the jurisdiction or the Auditor’s Committee Form submittal deadline (whichever comes first), the Auditor’s Office will seek out and, whenever possible, appoint up to three members to each committee.

If the jurisdiction has appointed one, **two**, or three members to a committee, the Auditor will consider the committee completed and formed. The Auditor won’t seek or appoint additional members.

When the Auditor’s Office is responsible for appointing committees, it may, in its sole discretion, seek **committee** appointments through press releases, notices on the Auditor’s website, Facebook and Twitter.

Appointments will be made in the order that requests from qualified applicants are received by email. The Auditor will accept email requests for appointment as soon as the jurisdiction’s deadline has passed or the jurisdiction has indicated they will not be appointing a committee.

The Auditor’s Office will use the following criteria when making appointments:

- Be residents of and registered voters in Pierce County for at least one year immediately prior to their appointment;
- Have a demonstrated ability to communicate rapidly by email; and
- Shall agree to work collaboratively with co-committee members.

The deadline for an interested party to request a committee appointment is 12:00 noon on the date that "For" and "Against" statements are due.

Requests must be made by email to:

pcvoterpamphlet@co.pierce.wa.us

Appointed committee members will be notified by email. The appointed committee must abide by the specified timelines for submitting statements for that election.

It is not the responsibility of the Auditor's Office to coordinate communications between committee members or to arbitrate disagreements among them.

The first person appointed by the Auditor's Office will be designated as the "1st Committee Member" and "spokesperson" for the committee. Should the committee be unable to agree or if multiple statements are submitted, the statement submitted by the "1st Committee Member" will be the statement printed in the local voters' pamphlet.

If a committee member wishes to withdraw before a statement has been submitted, he or she must notify the Auditor's Office by email at least 24 hours prior to the submittal deadline for the statement. Should a committee member wish to withdraw after the statement has been submitted, the withdrawal will be honored provided at least one member remains on the committee.

Once statements have been submitted by email and a confirmation reply has been sent by the voters' pamphlet coordinator, statements are considered final and may not be amended.

Committee Statements

"For" and "Against" Statements

Length

"For" and "Against" statements must be **150** words or less, in block paragraph form.

If a "For" or "Against" statement is received before the deadline and exceeds the applicable word limit the **committee** will be notified by email and asked to delete words, paragraphs or sentences. Only deletions are allowed. No changes or additions to the statement will be allowed. The shortened statement must be received by the deadline.

If the deadline has passed and the statement exceeds the applicable word limit, it will be shortened by deleting full sentences from the end until the limit is reached.

If material is deleted due to exceeding the word limit, the statement will be printed with the deleted material omitted and the designated space left blank.

Format

Up four paragraphs may be used.

Up to four headings may be used to summarize and identify major arguments or portions of the statement for the convenience of the reader. Headings must be located at the beginning of the paragraph they are summarizing, will be printed in bold type, and may not exceed **15** words each. Headings shall not be included in the computation of the number of words in the statement.

Standalone headings are not allowed. If a standalone heading is submitted, it will be changed to normal statement text, included as part of the statement, and included in the word count.

The Auditor's Office reserves the right to eliminate excessive paragraph returns if the statement doesn't fit within space provided.

Italics may be used to emphasize specific words or statements. Any other formatting, such as all caps, bold, or underlining, will be changed to appear in italics.

The use of lists or bullets is not allowed. Lists or bullets will be converted to block paragraph, with a semicolon to separate each item.

Committee member names, a contact phone number, an email address, and/or website address will be printed in the local voters' pamphlet, but aren't included in the 150 word count. At least one method of contact (phone, email, website address) must be provided for print in the local voters' pamphlet.

No more than eight words are allowed for a committee name.

Committee member names and the email contact information for the committee spokesperson will be provided to interested parties upon request. The request can be by email or phone. A formal "Request for Public Information" is not required for this information.

Content

All Statements

A committee shall limit their statement (in support or against) to the proposition to which they were appointed. They may not endorse, speak about, or advocate for or against another proposition, measure or candidate.

Pursuant to RCW 29A.32.230, the Elections Division may reject certain materials submitted for publication. These materials include, without limitation, explanatory statements, "For" or "Against" statements, rebuttal statements, or contact information that:

- Is obscene;
- Is libelous;
- Contains a commercial advertisement;
- Contains matter prohibited by law from distribution through the mail;

- Contains matter not limited to the candidate himself or herself or to the measure or political office;
- Contains matter that is otherwise inappropriate or that does not comply with applicable law; or
- Was received after the submittal deadline.

Rebuttal Statements

If both "For" and "Against" statements are submitted, the Voters' Pamphlet Coordinator will email the text of the statement to the spokesperson for the opposing committee listed on the committee appointment form. An email address is required for the spokesperson.

Rebuttal statements are not required; however, it gives each committee an opportunity to provide a response to the opposing statement.

The failure of a committee to submit a "For" or "Against" statement will disqualify the committee from submitting a rebuttal statement.

Length

Rebuttal statements must be **75** words or less, in one block paragraph form.

If the rebuttal statement exceeds the applicable word limit, it will be shortened by deleting full sentences from the end until the limit is reached.

Format

No headings may be used in rebuttal statements.

Italics may be used to emphasize specific words or statements. Any other formatting, such as all caps, bold, or underlining, will be changed to appear in italics.

The use of lists or bullets is not allowed. Lists or bullets will be converted to block paragraph, with a semicolon to separate each item.

Content

Rebuttal statements may not interject new issues or arguments and are limited to addressing issues and arguments raised in the opposing argument.

How to Submit "For", "Against", and Rebuttal Statements
Email to: pcvoterpamphlet@co.pierce.wa.us

Statements must be submitted by email and are due by the deadline. Submittal deadlines are strictly observed. See page 20.

**General Provisions
Applicable to All
Statements**

The contents of candidate statements, explanatory statements, "For" or "Against" statements and rebuttal statements are the sole responsibility of the authors and do not represent the position of the Auditor's Office or Pierce County regarding the measure or of any material contained therein; nor are the Auditor's Office or Pierce County responsible for the validity or accuracy of the statements.

Statements should be edited and prepared as carefully as one would edit and prepare a resume. Spelling, grammar and punctuation errors will not be corrected. Statement content will be printed exactly as received, as long as it complies with format specifications.

Each part of a hyphenated or slashed word will be counted as a separate word. (Examples: "Around-the-corner" = 3 words; and/or = 2 words)

Be sure the campaign contact email, web address, or phone number to be included in the pamphlet is accurate and functional when submitted.

Once statements have been submitted by email and a confirmation reply has been sent by the Voters' Pamphlet Coordinator, statements are considered final and may not be amended.

**Public Inspection
of Statements
RCW 29A.32.100**

Statements submitted for publication in the local voters' pamphlet are not available for public inspection or copying until all statements pertaining to the specified ballot measure have been received or the deadline for submission of statements has passed. Requests for public inspection of arguments or statements shall be made in the same manner as requests for public records.

**Rejection and
Appeal
RCW 29A.32.230**

Rejection

Pursuant to RCW 29A.32.230, the Elections Division may reject certain materials submitted for publication in the local voters' pamphlet. These materials include, without limitation, candidate statements, explanatory statements, "For" or "Against" statements, rebuttal statements and contact information.

If an explanatory statement, candidate statement, "For" or "Against" statement, rebuttal statement or contact information is rejected by the Election's Division manager, a written notice of rejection shall be sent to the proponent by email not more than five business days after the deadline for the local voters' pamphlet submittal and shall set forth specific grounds for rejection.

Appeal

The proponent of a candidate statement, explanatory statement, "For" or "Against" statement, rebuttal statement, or contact information, may appeal the Election's Division manager's decision to reject. A written notice of appeal shall be submitted to the Auditor by email not more than 48 hours after the notice of rejection was sent and shall set forth the specific grounds for appeal. The Auditor shall issue a written decision granting or denying the appeal by email not more than five business days after the appeal is submitted. The decision of the Auditor to grant or deny an appeal shall be final.

If material is rejected the local voters' pamphlet will be printed with the rejected material omitted and the appropriate space left blank.

Statements – At a Glance

Statement Type	Word Limit	Formatting
Explanatory Statement	200	<p>Allowed: Italics</p> <p>Not Allowed: Bold, ALL CAPS, <u>underlining</u>, lists, bullets</p>
“For” and “Against” Statement	150	<p>Allowed: Italics Up to four headings, each preceding a paragraph, (up to 15 words each.) Printed in bold. Headings not included in word limit.</p> <p>Not Allowed: Bold, ALL CAPS, <u>underlining</u>, lists, bullets</p>
Rebuttal Statement	75	<p>Allowed: Italics</p> <p>Not Allowed: Bold, ALL CAPS, <u>underlining</u>, lists, bullets</p>
Contact Information	Does not count as part of word limit.	<p><i>Allowed:</i> Committee member names; Contact phone number; E mail address; Website; Committee name (Eight words or less) At least one method of contact (phone, email, website address) must be provided.</p> <p><i>Not Allowed:</i> Titles for committee members (Dr., President, PhD.)</p>
<p>All Statements A committee shall limit their statement (in support or against) to the proposition to which they were appointed. They may not endorse, speak about, or advocate for or against another proposition, measure or candidate.</p>		<p><i>Allowed:</i> Vote Yes on Charter Amendment No. 10;</p> <p><i>Not Allowed:</i> Vote Yes on Proposition No. 1 and 2; Vote No on Charter Amendments 5, 8, and 9; Vote No on all charter amendments; Vote Yes on all school propositions; Vote yes on Proposition No. 1 and we support candidate x for mayor.</p>

2019 Submittal Deadlines

ELECTION DATES	FEB. 12, 2019	APR. 23, 2019	AUG. 6, 2019	NOV. 5, 2019
Jurisdiction's Responsibility and Deadlines				
1. Resolution				
2. Resolution Cover Sheet				
3. Explanatory Statement	Dec. 14, 2018	Feb. 22, 2019	May 10, 2019	Aug. 6, 2019
4. For and Against Committee Appointment Form				
Committee's Responsibility and Deadlines				
Statement "For" and Statement "Against" <i>(Written by the committees for or against the measure and emailed by this date.)</i>	Dec. 18, 2018	Feb. 26, 2019	May 14, 2019	Aug. 8, 2019
Rebuttal Statement <i>(Written by the committees for or against the measure and emailed by this date.)</i>	Dec. 20, 2018	Feb. 28, 2019	May 16, 2019	Aug. 12, 2019

Resolutions and Resolution Cover Sheet may be submitted in person or emailed to pcelections@co.pierce.wa.us. An original signed or certified copy must follow immediately if submitted by email.

Explanatory Statement, For and Against Committee Appointment Form, and Committee Statements and Rebuttals must be submitted by email to pcvoterpamphlet@co.pierce.wa.us

Deadlines are 4:30 p.m. on each designated day.

CITY OF ORTING
WASHINGTON

ORIGINAL

RESOLUTION NO. 2019-15

A RESOLUTION OF THE CITY OF ORTING,
WASHINGTON, PROVIDING FOR THE SUBMISSION TO
THE QUALIFIED ELECTORS OF THE CITY OF ORTING
AT THE NOVEMBER 5, 2019 GENERAL ELECTION, AN
ADVISORY PROPOSITION ASKING WHETHER
QUALIFIED VOTERS RECOMMEND THE ORTING CITY
COUNCIL PASS AN ORDINANCE PROHIBITING THE
DISCHARGE OF ALL FIREWORKS AT ALL TIMES
WITHIN THE ORTING CITY LIMITS

WHEREAS, the City of Orting at Orting Municipal Code 5-7-1 adopts by reference Revised Code of Washington Chapter 70.77, pertaining to the regulation of consumer fireworks; and

WHEREAS, currently, pursuant to OMC 5-7-1, fireworks may be discharged within the city limits only from one minute after twelve o'clock (12:01) A.M. to eleven fifty nine o'clock (11:59) P.M. on July 4 of each year, and from six o'clock (6:00) P.M. on December 31 to one o'clock (1:00) A.M. on January 1 of the subsequent year; and

WHEREAS, public displays of fireworks are subject to different regulations than other fireworks, including strict inspection and permitting regulations set forth in Chapter 70.77 RCW; and

WHEREAS, the City Council recognizes that fireworks are a traditional way of celebrating national independence on the Fourth of July, but the City Council also recognizes risks and consequences of the discharge of fireworks including adverse impacts to public health, safety and welfare; and

WHEREAS, the City Council further recognizes that many of the risks and consequences associated with the sale, possession and discharge of fireworks are not attendant to the public display of fireworks; and

WHEREAS, the City Council has heard and considered many divergent opinions from City residents as to whether the discharge of fireworks should be totally banned within the City at all times of the year, except for public displays of fireworks as defined at Chapter 70.77 RCW; and

WHEREAS, the City Council desires to provide an opportunity for all voters within the City to express their choice in the matter with the result of such an election to be not binding upon the City Council; and

WHEREAS, pursuant to RCW 70.77.250(4), cities may enact ordinances that are more restrictive than state law, provided the effective date of such an ordinance is no sooner than one year from the date of adoption;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORTING AS FOLLOWS:

Section 1. Findings. The City Council finds that the interests of the City of Orting would be best served by placing before the voters an advisory proposition as part of the November 5, 2019 general election, asking the voters whether the discharge of all fireworks should be prohibited within the City of Orting.

Section 2. Call for Election. The City Council hereby requests that the Pierce County Auditor include in the local voters' pamphlet produced as part of the November 5, 2019 general election, in the manner provided by law, for the purpose of submitting to the qualified electors of the City of Orting, Washington, an advisory proposition asking qualified voters of the City of Orting whether the discharge of all fireworks should be prohibited within the City of Orting.

Section 3. If a majority of the electors at such election vote yes for such a ban, the City Council, at its next regular meeting after the results of such election are certified, may take action to amend its ordinances placing such a ban in effect. The effective date of such an ordinance, if adopted, will be one year after its passage and publication.

Section 4. If a majority of electors voting at such election vote no, the City Council may maintain the current restrictions that are in place by virtue of the existing ordinances of the City of Orting and provisions in state law. The call for this election and its results do not prohibit the City Council from exploring an ordinance reducing sales and/or discharge hours of fireworks in the future.

Section 5. The Pierce County Auditor, as ex officio supervisor of elections, is hereby requested to assume jurisdiction of and to call and conduct said election to be held within the City and to submit to the qualified electors of the City the proposition hereinafter set forth.

Section 6. Official Ballot Proposition. The City Clerk is hereby directed no later than 4:30 p.m. on August 6, 2019, to certify the following advisory proposition, together with the required Resolution Cover Sheet and all required documents, to the Pierce County Auditor in substantially the following form:

CITY OF ORTING
ADVISORY PROPOSITION NO. 1

FIREWORKS BAN

Shall the discharge of fireworks be prohibited within the City of Orting at all times of the year with the exception of properly licensed and permitted public displays?

Should this ban be enacted?

Yes

No

Section 7. Explanatory Statement. The explanatory statement attached hereto as Exhibit A and adopted herein by this reference is hereby approved and the City Clerk is authorized to transmit Exhibit A to the Pierce County Auditor by 4:30 p.m. on August 6, 2019.

Section 8. Request for Inclusion in Voters' Pamphlet. The City Council requests the Pierce County Elections include the proposition referenced herein as well as information related to the proposition in the voters' pamphlet distributed for the November 5, 2019 election. The City Council hereby authorizes the use of City funds to pay for publication of the voters' pamphlet and the costs of the election regarding this proposition.

Section 9. Pro/Con Committee Appointments. In accordance with RCW 29A.32.280, arguments advocating approval and disapproval of the advisory ballot proposition shall be included in the voters' pamphlet and shall be prepared by committees appointed by the Orting City Council. Each committee shall be composed of not more than three persons. The committee advocating approval of the advisory proposition shall be composed of persons known to favor the ballot proposition, and the committee advocating disapproval shall be composed of persons known to oppose the ballot proposition. Statements by the committee advocating approval and the committee advocating disapproval shall be submitted to Pierce County Elections no later than 4:30 p.m. on August 8, 2019. The rebuttal statement of each committee shall be submitted to Pierce County Elections no later than 4:30 p.m. on August 12, 2019.

Section 10. Certified Copies of Resolution to be Filed. The Orting City Clerk is directed to file a certified copy of this resolution with the Pierce County Auditor.

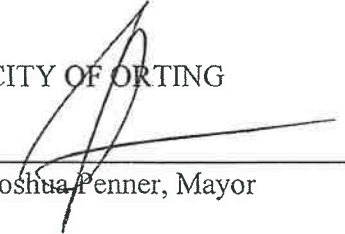
Section 11. Severability. If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase.

Section 12. Corrections. The City Clerk and the codifiers of this resolution are authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's errors, references, numbering, section/subsection numbers and any references thereto.

Section 13. Effective date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

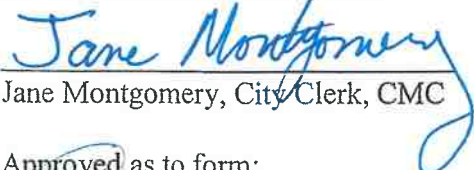
**RESOLVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF
ON THE 10TH DAY OF JULY, 2019.**

CITY OF PORTING



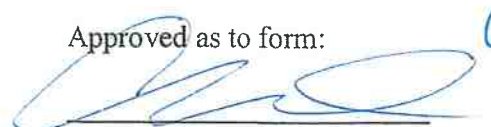
Joshua Penner, Mayor

ATTEST/AUTHENTICATED:



Jane Montgomery, City Clerk, CMC

Approved as to form:



Charlotte A. Archer
Inslee, Best, Doezie & Ryder, P.S.
City Attorney

**RESOLUTION NO. 2019-15
EXHIBIT A**

CITY OF ORTING
ADVISORY PROPOSITION NO. 1

FIREWORKS BAN
EXPLANATORY STATEMENT

Under state law and the Orting Municipal Code, it is legal to discharge consumer fireworks in conjunction with the Fourth of July and New Year's holidays. State law and local regulations also allow persons licensed by the state and city to sell fireworks during those times. A city may elect to prohibit the sale and discharge of fireworks at all times, but such a ban cannot be effective until one year after its adoption.

This is a non-binding advisory measure to give voters in Orting the opportunity to express their position on whether the discharge of fireworks should be prohibited within Orting's city limits. A "yes" vote supports banning the discharge of all fireworks in Orting, except for permitted public displays. A "no" vote supports leaving the law as it is.

While the City Council will consider the election results in formulating its fireworks regulations, the results will not automatically change the law. This measure is an advisory vote.