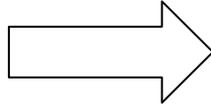


City of Prosser, WA
601 7th Street
Prosser, WA 99350



**CITY COUNCIL
SPECIAL MEETING AGENDA
7:00 P.M.
TUESDAY, JUNE 3, 2014**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. CITIZEN PARTICIPATION

5. MAYOR AND CITY COUNCIL REPORTS AND COMMENTS

6. PUBLIC HEARING

a.) Proposed 2015 – 2020 Six Year Transportation Improvement Program Page 3

- ~ Open Public Hearing*
- ~Receive Citizen Comments*
- ~Close Public Hearing*

7. COUNCIL ACTION

a.) Consideration of ORDINANCE regarding False Alarms and Consideration of RESOLUTION Setting Emergency Response Registration Fees and a Late Penalty Fee..... Page 24

MOTION #1: Adopt ORDINANCE 14-_____ establishing Prosser Municipal Code Chapter 9.20.010 to make having two or more false alarms in a ninety day period unlawful and imposing a penalty of seventy-five dollars for each unlawful false alarm.

MOTION #2: Adopt RESOLUTION 14-_____ setting emergency response registration fees and a late penalty for late payment of such registration fee

***The first Ordinance passed will be Ordinance 14-2893
The first Resolution passed will be Resolution 14-1458***

8. DISCUSSION ITEMS

a.) Reserve Officers (*Chief Giles*)

b.) Review and Discuss Proposed Changes to the Prosser Municipal Code 3.62
Regarding Competitive Bidding..... *Page 32*

9. ADD ON ITEMS

10. ADJOURNMENT

*The first Ordinance passed will be Ordinance 14-2893
The first Resolution passed will be Resolution 14-1458*

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Public Hearing to Receive Citizen Comment and Discussion of the Proposed Draft 2015-2020 Six-Year Transportation Improvement Program.		<u>Meeting Date:</u> June 3, 2014 Special Meeting	
<u>Department:</u> Public Works	<u>Director:</u> L.J. DaCorsi	<u>Contact Person:</u> L.J. DaCorsi	<u>Phone Number:</u> (509) 786-2332
<u>Cost of Proposal:</u> \$20,310,820		<u>Account Number:</u>	
<u>Amount Budgeted:</u> Contingent upon federal and state funding agencies approvals of submitted applications. Seeking \$4,864,330 in federal funds and \$6,781,510 in state funds in addition to local funds of \$8,664,980 for all projects throughout the next six years.		<u>Name and Fund#</u>	
<u>Reviewed by Finance Department:</u> <i>R Maurer</i>			
<u>Attachments to Agenda Packet Item:</u> 1. Public Hearing Notice 2. Proposed Draft City of Prosser Six Year Transportation Improvement Program 2015-2019			
<u>Summary Statement:</u> Each year municipalities in Washington are required to adopt a Six-Year Transportation Improvement Program (TIP), for desired funding, which defines future transportation projects and provides the State with cost data and information to determine the total amount of funding needed statewide to accomplish these projects. City staff has brought before the Council a draft 2015-2020 6-Year TIP which lists the City's recommended proposed projects in order of priority. (This list is easily modified and project priority can be shifted if the Council desires.) Upon completion of the Draft TIP selections, a public hearing will be scheduled for the June 10, 2014 Regular Council Meeting followed by Council action to adopt the 6-Year TIP 2015-2020 by Resolution.			
<u>Consistent with or Comparison to:</u> Required STIP process.			
<u>Recommended City Council Action/Suggested Motion:</u> Presentation and discussion of the proposed Draft 2015-2020 Six-Year Transportation Improvement Program.			

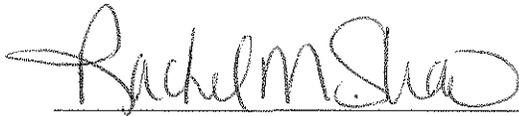
<u>Reviewed by Department Director:</u>  Date: 5/29/14	<u>Reviewed by City Attorney:</u>  Date: 5/23/14	<u>Approved by Mayor:</u>  Date: 5-30-14
<u>Today's Date:</u> May 23, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

City of Prosser, Washington
Public Hearing Notice
Six Year Transportation Improvement Program

Notice is hereby given by the undersigned City Clerk of the City of Prosser, Washington, that the Prosser City Council will conduct a Public Hearing on Tuesday, June 3, 2014 at 7:00 p.m., or as soon thereafter as may be heard, for the purpose of receiving citizen comments and reviewing the proposed 2015 – 2020 Six Year Transportation Improvement Program. The Public Hearing will be held in the City Council Chambers, Prosser City Hall, 601 7th Street, Prosser, Washington.

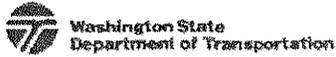
All interested persons are encouraged to attend. No qualified individuals with a disability shall be excluded or denied the benefit of participation in the Public Hearing. If you require assistance to comment at the Public Hearing, please contact Prosser City Hall at (509) 786-2332 at least 7 days prior to the date of the Public Hearing to make arrangements.

Dated: May 16, 2014



Rachel Shaw, CMC
City Clerk

Publication Dates: May 21st and May 28th, 2014



Six Year Transportation Improvement Program From 2015 to 2020

Agency: Prosser

County: Benton

MPO/RTPO: BFCG

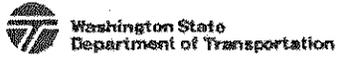
N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
0B	1	/ B030(001) Old Inland Empire Highway Improvements West City Limits to Wine Country Road Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.	PROSSER 7					04	C P S T W	0.760	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2017	STP(US)	2,069,080		0	322,920	2,392,000
Totals				2,069,080		0	322,920	2,392,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	2,392,000	0	0
Totals	0	0	2,392,000	0	0



Six Year Transportation Improvement Program From 2015 to 2020

Agency: Prosser

County: Benton

MPO/RTPO: BFCG

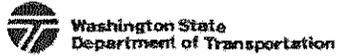
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Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	2	7th Street Improvements Grant Avenue to Meade Avenue Planing, hot mix asphalt overlay, storm drainage improvements, and sidewalk.	PROSSER 17					06	C P S T W	0.380	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2016		0		0	527,000	527,000
Totals				0		0	527,000	527,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	527,000	0	0	0
Totals	0	527,000	0	0	0



Six Year Transportation Improvement Program From 2015 to 2020

Agency: Prosser

County: Benton

MPD/RTPO: BFCG

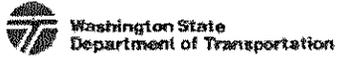
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Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	3	Old Inland Empire Highway - Phase 2 Wine Country Road to Wamba Road Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.	PROSSER 10					04	C P S T W	0.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2017	STP(US)	861,370		0	134,430	995,800
Totals				861,370		0	134,430	995,800

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	995,800	0	0
Totals	0	0	995,800	0	0



Six Year Transportation Improvement Program From 2015 to 2020

Agency: Prosser

County: Benton

MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	4	Old Inland Empire Highway - Phase 3 Wamba Road to Grant Road Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings	WA-06502					04	C P S T W	0.510	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016	STP(US)	186,900		0	25,100	186,000
P	RW	2016	STP(US)	59,000		0	9,000	59,000
P	CN	2017	STP(US)	1,858,000		0	258,000	1,916,000
Totals				1,868,900		0	292,100	2,161,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	186,000	0	0	0
RW	0	59,000	0	0	0
CN	0	0	1,916,000	0	0
Totals	0	245,000	1,916,000	0	0



Six Year Transportation Improvement Program From 2015 to 2020

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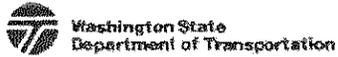
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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	5	Kinney Way/ Concord/ Market Sidewalk Improvements Park Avenue to State Route 22 Curb and gutter and sidewalk improvements.	PROSSER 3					21	C P S T W	1.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2016		0	OTHER	55,000	6,000	61,000
P	CN	2017		0	OTHER	575,000	63,000	638,000
Totals				0		630,000	69,000	699,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	61,000	0	0	0
CN	0	0	638,000	0	0
Totals	0	61,000	638,000	0	0



Six Year Transportation Improvement Program From 2015 to 2020

Agency: Prosser

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MPO/RTPO: BFCG

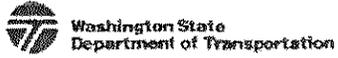
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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	6	Wamba Road Improvements - Phase 1 Old Inland Empire Highway to Merlot Drive Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt and striping.	PROSSER 5					04	C P S T W	0.440	CE	No

Funding									
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	
P	PE	2017		0	OTHER	76,000	75,000	151,000	
P	CN	2018		0	OTHER	686,000	687,000	1,373,000	
Totals				0		762,000	762,000	1,524,000	

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
PE	0	0	151,000	0	0	
CN	0	0	0	1,373,000	0	
Totals	0	0	151,000	1,373,000	0	



Six Year Transportation Improvement Program From 2015 to 2020

Agency: Prosser

County: Benton

MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	7	Wamba Road Improvements - Phase 2 Wine Country Road to Old Inland Empire Highway Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.	PROSSER 6					04	C P S T W	0.150	CE	No

Funding									
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	
P	PE	2017		0	OTHER	26,000	33,000	59,000	
P	CN	2018		0	OTHER	218,000	291,000	509,000	
Totals				0		244,000	324,000	568,000	

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	59,000	0	0
CN	0	0	0	509,000	0
Totals	0	0	59,000	509,000	0

Six Year Transportation Improvement Program From 2015 to 2020

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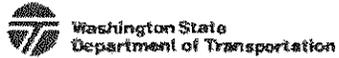
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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	8	Byron Road Improvements Sheridan Avenue to West City Limits Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings	PROSSER 8					04	C P S T W	0.950	CE	No

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0	OTHER	214,000	55,000	269,000
P	CN	2019		0	OTHER	1,874,000	469,000	2,343,000
Totals				0		2,088,000	524,000	2,612,000

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	269,000	0
CN	0	0	0	0	2,343,000
Totals	0	0	0	269,000	2,343,000



Six Year Transportation Improvement Program From 2015 to 2020

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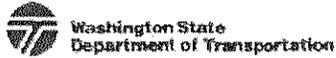
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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
08	9	Nunn Road Improvements West City Limits to 200 east of Casi Court Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.	PROSSER 9					04	CPSTW	0.390	CE	No

Funding									
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	
P	PE	2018		0	TPP	102,000	11,000	113,000	
P	CN	2019		0	TPP	916,000	183,000	1,019,000	
Totals				0		1,018,000	114,000	1,132,000	

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	113,000	0
CN	0	0	0	0	1,019,000
Totals	0	0	0	113,000	1,019,000



Six Year Transportation Improvement Program From 2015 to 2020

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminals F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	10	Prosser Avenue Improvements Market Street to Memorial Street Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings	PROSSER 11					04	C P S T W	0.500	CE	No

Funding									
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	
P	ALL	2018		0		0	1,668,000	1,668,000	
Totals				0		0	1,668,000	1,668,000	

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
ALL	0	0	0	1,668,000	0	
Totals	0	0	0	1,668,000	0	

Six Year Transportation Improvement Program From 2015 to 2020

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MPO/RTPO: BFCG

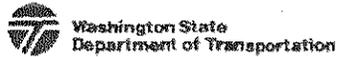
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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	11	Alexander Court Improvements - Phase 1 Highland Drive to Paterson Road Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.	PROSSER 12					04	CPSTW	0.310	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2019		0		0	973,000	973,000
Totals				0		0	973,000	973,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	973,000
Totals	0	0	0	0	973,000



Six Year Transportation Improvement Program From 2015 to 2020

Agency: Prosser
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 MPO/RTPO: BFCG

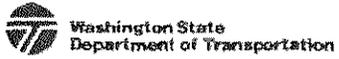
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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminals F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	R/W Required
09	12	Alexander Court Improvements - Phase 2 Wine Country Road to Highland Drive Reconstruct and widen roadway; curb and gutter, sidewalk, storm drainage, street lighting, hot mix asphalt, and pavement markings.	PROSSER 13					04	CPSTW	0.230	CE	No

Funding									
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	
P	ALL	2019		0		0	700,000	700,000	
Totals				0		0	700,000	700,000	

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	700,000
Totals	0	0	0	0	700,000



Six Year Transportation Improvement Program From 2015 to 2020

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County: Benton

MPO/RTPD: BFCG

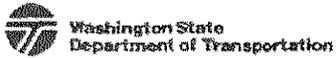
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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	13	Benson Avenue Improvements Mercer Court to Alexander Court Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, hot mix asphalt, and pavement markings.	PROSSER 14					04	CPSTW	0.200	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2019		0		0	589,000	589,000
Totals				0		0	589,000	589,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	589,000
Totals	0	0	0	0	589,000



Six Year Transportation Improvement Program From 2015 to 2020

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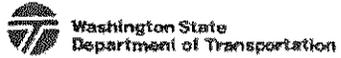
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Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	14	Highland Drive Improvements Alexander Court to State Route 22 Reconstruct and widen roadway, curb and gutter, sidewalk, storm drainage, hot mix asphalt, and pavement markings.	PROSSER 15					04	C P S T W	0.280	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2020		0		0	1,093,000	1,093,000
Totals				0		0	1,093,000	1,093,000

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
ALL	0	0	0	0	1,093,000	
Totals	0	0	0	0	1,093,000	



Six Year Transportation Improvement Program From 2015 to 2020

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N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	15	Downtown Intersection Improvements - 5th Street Bennett Street to Meade Street Intersection improvements including planing, hot mix asphalt overlay, curb and gutter, sidewalk, storm drainage, and pavement markings.	PROSSER 16					06	PSTW	0.170	CE	No

Funding									
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	
P	ALL	2020		0		0	335,000	335,000	
Totals				0		0	335,000	335,000	

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	335,000
Totals	0	0	0	0	335,000

Six Year Transportation Improvement Program From 2015 to 2020

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County: Benton

MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	16	Wine Country Road/ Merlot Drive/ Gap Road Intersections to Channelization, widening and new traffic signal.	PROSSER 1					03	CP STW	0.200	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2018		0	OTHER	185,000	19,000	185,000
P	RW	2019		0	OTHER	260,000	29,000	289,000
P	CN	2020		0	OTHER	1,558,000	174,000	1,732,000
Totals				0		1,984,000	222,000	2,206,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	185,000	0
RW	0	0	0	0	289,000
CN	0	0	0	0	1,732,000
Totals	0	0	0	185,000	2,021,000

Six Year Transportation Improvement Program From 2015 to 2020

Agency: Prosser

County: Benton

MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
06	17	7th Street ADA Sidewalk Ramp Improvements Bennett Ave to Dudley Ave Install ADA compliant sidewalk ramps including curb and gutter and asphalt patching at three intersections.	WA-06503					21	CPSTW	0.150	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2015	TAP(US)	64,980		0	10,140	75,120
Totals				64,980		0	10,140	75,120

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	75,120	0	0	0	0
Totals	75,120	0	0	0	0

Six Year Transportation Improvement Program From 2015 to 2020

Agency: Prosser

County: Benton

MPO/RTPO: BFCG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	18	Wine Country Road Illuminated Crosswalk Project WCR/Chardonay Avenue to Install an illuminated crosswalk.	WA-06603					21	CPSTW		CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2015		0	Ped/Bike Program	55,510	5,390	60,900
Totals				0		55,510	5,390	60,900

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	60,900	0	0	0	0
Totals	60,900	0	0	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Prosser	4,864,330	6,781,510	8,664,980	20,310,820

CITY OF PROSSER, WASHINGTON

AGENDA BILL

<u>Agenda Title:</u> Consideration of Ordinance 14-_____ establishing Prosser Municipal Code Chapter 9.20.010 to make having two or more false alarms in a ninety day period unlawful and consideration of Resolution 14-_____ setting emergency Response registration fees and a late penalty for late payment of such registration.		<u>Meeting Date:</u> June 3, 2014 Special Meeting	
<u>Department:</u> Police	<u>Director:</u> David Giles	<u>Contact Person:</u> David Giles	<u>Phone Number:</u> (509) 786-8220
<u>Cost of Proposal:</u> N/A		<u>Account Number:</u>	
<u>Amount Budgeted</u> N/A		<u>Name and Fund#</u>	
<u>Reviewed by Finance Department:</u> N/A			
<u>Attachments to Agenda Packet Item:</u> 1. Proposed Ordinance 14-_____ 2. Proposed Resolution 14-_____			
<u>Summary Statement:</u> For the period from January 1, 2013 through December 31, 2013 the Prosser Police Department responded to 10,049 calls for service. Research conducted indicates 232 of those calls were related to responding to burglar alarms. Further research indicates that all 232 of the burglar alarm responses during that time period were false. Burglar alarm responses are considered emergency calls for service and normally require the response of two uniformed officers, the Police Department's average cost to respond to each false alarm is approximately \$60.00; and for the period from January 1, 2013 through December 31, 2013 the Police Department's cost to respond to the 232 false alarms was approximately \$13,920.00. The Mayor and Police Chief sent letters out to businesses on May 23, 2014, in town providing information and requesting comments on the upcoming burglar alarm ordinance proposal.			

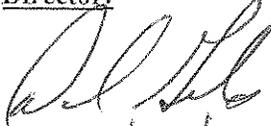
The proposed ordinance will establish Prosser Municipal Code Chapter 9.20.010 making two or more false alarms in a ninety day period unlawful and imposing a penalty of seventy-five dollars for each unlawful false alarm. Additionally the ordinance will make it unlawful to have or maintain on any premises a burglary and/or robbery or fire alarm unless there is on file with the city of Prosser Police Department a current emergency response registration, and an emergency response registration fee has been paid. The proposed Resolution sets those fees.

Consistent with or Comparison to: Existing adopted or previous plans, policies or actions taken by the Council

Recommended City Council Action/Suggested Motion:

Motion #1: Adopt Ordinance 14-_____ establishing Prosser Municipal Code Chapter 9.20 to make having two or more false alarms in a ninety day period unlawful and imposing a penalty of seventy-five dollars for each unlawful false alarm.

Motion #2: Adopt Resolution 14-_____ setting Emergency Response Registration Fees and a Late Penalty for Late Payment of Such Registration.

<p><u>Reviewed by Department Director:</u>  Date: 5/30/2014</p>	<p><u>Reviewed by City Attorney:</u>  Date: 5/30/14</p>	<p><u>Approved by Mayor:</u>  Date: 5-30-14</p>
<p><u>Today's Date:</u> May 30, 2014</p>	<p><u>Revision Number/Date:</u></p>	<p><u>File Name and Path:</u></p>

CITY OF PROSSER, WASHINGTON
ORDINANCE NO. 14-_____

AN ORDINANCE ESTABLISHING PROSSER MUNICIPAL CODE CHAPTER 9.20 TO MAKE HAVING TWO OR MORE FALSE ALARMS IN A NINETY DAY PERIOD UNLAWFUL, IMPOSING A PENALTY OF SEVENTY-FIVE DOLLARS FOR EACH UNLAWFUL FALSE ALARM, MAKING IT UNLAWFUL TO HAVE OR MAINTAIN ON ANY PREMISES A BURGLARY AND/OR ROBBERY OR FIRE ALARM UNLESS THERE IS ON FILE WITH THE CITY OF PROSSER POLICE CHIEF A CURRENT EMERGENCY RESPONSE REGISTRATION, AND ESTABLISHING A FEE FOR SUCH REGISTRATION. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

WHEREAS, for the period from January 1, 2013, to December 31, 2013, the Prosser Police Department responded to 10,049 calls for service with 232 calls related to responding to alarms; and

WHEREAS, 100 hundred percent of those alarm calls during that period were false; and

WHEREAS, 100 percent of those alarm calls during that period were for burglar alarms; and

WHEREAS, 100 percent of those burglar alarm calls during that period were false; and

WHEREAS, for the period from January 1, 2013, to December 31, 2013, approximately 3 percent of all emergency calls for service involved responding to noise complaints; and

WHEREAS, 25 percent of those noise complaints relate to alarms; and

WHEREAS, 100 percent of those noise complaints related to alarms were false; and

WHEREAS, emergency calls for service normally require the response of two uniformed officers; and

WHEREAS, for false alarms, the Police Department's average cost to respond to each false alarm is approximately Sixty Dollars; and

WHEREAS, for the period from January 1, 2013, to December 31, 2013, the Police Department's total cost to respond to all false alarms was approximately \$13,920 and

WHEREAS, the administrative cost to bill persons who have more than one false alarm in any ninety day period, is approximately Fifteen Dollars; and

WHEREAS, the Mayor and Police Chief sent out a letter on May 23, 2014, to businesses in the city providing information and requesting comments on the upcoming alarm ordinance proposal;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PROSSER, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Prosser Municipal Code Section 9.20.010 is hereby established to read as follows:

9.20.010 False alarm defined.

For the purposes of this chapter, the term “false alarm” means the activation of a burglary and/or robbery or fire alarm by other than a forced entry or attempted forced entry to the premises, or by other than a fire and at a time when no burglary or robbery is being committed or attempted on the premises, or when no fire exists on the premises.

Section 2. Prosser Municipal Code Section 9.20.020 is hereby established to read as follows:

9.20.020 False alarm prohibited when-Fee.

It is unlawful for any person, business, or other legal entity having or conducting a private alarm system for fire, theft, burglary, or other protection to have two or more false alarms within a ninety-day period. The owner of any residence, business, or premises in which said alarm system exists shall pay a seventy-five dollar false alarm fee for the second and each additional false alarm in any ninety-day period.

Section 3. Prosser Municipal Code Section 9.20.030 is hereby established to read as follows:

9.20.030 Notice – payment of fee.

The Police Department shall notify the party responsible for paying the fee, and if said fee is not paid to the City Finance Director within thirty days, a summons and complaint shall be executed by the City and the responsible party shall thereby be brought within the jurisdiction Benton County District Court. In the alternative if the fee is not paid within thirty days and at the sole discretion of the Mayor, or his or her designee, the Mayor, or his or her designee, may assign collection of the fee to a collection agency. If the collection of the fee is turned over to a collection agency, then the agency can add a reasonable fee in accordance with RCW 19.16.500.

Section 4. Prosser Municipal Code Section 9.20.040 is hereby established to read as follows:

9.20.040 Emergency response registration – payment of fee.

It shall be unlawful to have or maintain on any premises a burglary and/or robbery or fire alarm unless there is on file with the city of Prosser police chief a current emergency response registration including, but not limited to, the name(s) and current telephone number(s) of person(s) authorized to enter such premises and turn off any such alarm at all hours of the day and night, and an emergency response registration fee has been paid in an amount set by the City Council by ordinance or resolution. The city's police chief is hereby authorized to establish policies and procedures to establish emergency response registration forms. In the event that an emergency response registration is not filed by the person maintaining the burglary and/or robbery or fire alarm within 30 days after the police chief issues a written demand to obtain such emergency response registration, then a late penalty in the amount set by the City Council by ordinance or resolution shall be paid before the police chief may issue the registration for the burglary and/or robbery or fire alarm.

Section 5. Prosser Municipal Code Section 9.20.990 is hereby established to read as follows:

9.20.990 Severability.

The provisions of this chapter are hereby declared to be severable. If any section, subsection, sentence, clause, phrase, or word of this ordinance, or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, sentence, clause, phrase, or word be held unconstitutional or invalid.

Section 6. SEVERABILITY. The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, phrase, or word of this ordinance, or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, sentence, clause, phrase, or word be held unconstitutional or invalid.

Section 7. This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and **APPROVED** by the Mayor, this ____ day of _____, 2014.

MAYOR PAUL WARDEN

SUMMARY OF ORDINANCE NO. 14-_____

of the City of Prosser, Washington

On the ____ day of _____, 2014, the City of Prosser, Washington, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE ESTABLISHING PROSSER MUNICIPAL CODE CHAPTER 9.20 TO MAKE HAVING TWO OR MORE FALSE ALARMS IN A NINETY DAY PERIOD UNLAWFUL, IMPOSING A PENALTY OF SEVENTY-FIVE DOLLARS FOR EACH UNLAWFUL FALSE ALARM, MAKING IT UNLAWFUL TO HAVE OR MAINTAIN ON ANY PREMISES A BURGLARY AND/OR ROBBERY OR FIRE ALARM UNLESS THERE IS ON FILE WITH THE CITY OF PROSSER POLICE CHIEF A CURRENT EMERGENCY RESPONSE REGISTRATION, AND ESTABLISHING A FEE FOR SUCH REGISTRATION. THE ORDINANCE ALSO SETS FORTH THE EFFECTIVE DATE OF THE ORDINANCE AND PROVIDES THAT ITS PROVISIONS ARE SEVERABLE FROM ONE ANOTHER AND PROVIDES FOR PUBLICATION BY SUMMARY.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2014

CITY CLERK, RACHEL SHAW

CITY OF PROSSER, WASHINGTON
RESOLUTION NO. 14- _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PROSSER,
SETTING EMERGENCY RESPONSE REGISTRATION FEES AND A
LATE PENALTY FOR LATE PAYMENT OF SUCH REGISTRATION
FEE**

WHEREAS, the City Council of the City of Prosser has determined that it is in the best interest of the City of Prosser to move toward providing a single, efficient, and convenient listing of all fees and charges for permits, licenses, services, applications and filing fees; and

WHEREAS, such a listing will better facilitate the updating and uniform review of all such fees and charges; and

WHEREAS, the City Council has provided for emergency response registration fee and a late penalty for late payment of such registration fee to be set by Resolution;

NOW THEREFORE, BE IT RESOLVED, that the following fees are hereby set by the City Council and the City Clerk shall add these fees to the City's fee schedule:

Emergency response registration fee:	\$5.00
Emergency response registration fee late penalty:	\$10.00

ADOPTED by the City Council of the City of Prosser and **APPROVED** by the Mayor of the City of Prosser this ____ day of _____, 2014.

MAYOR PAUL WARDEN

ATTEST:

RACHEL SHAW, CITY CLERK

APPROVED AS TO FORM:



HOWARD SAXTON, CITY ATTORNEY

CITY OF PROSSER, WASHINGTON

AGENDA BILL

Agenda Title: Review and Discuss Proposed Changes to Prosser Municipal Code 3.62 Regarding Competitive Bidding.		Meeting Date: June 3, 2014 Special Meeting	
Department: Finance	Director: Regina Mauras	Contact Person: Regina Mauras	Phone Number: (509) 786-8225
Cost of Proposal: \$0		Account Number: n/a	
Amount Budgeted: \$0		Name and Fund# n/a	
Reviewed by Finance Department: n/a			
Attachments to Agenda Packet Item:			
<ol style="list-style-type: none"> 1. Prosser Municipal Code 3.62 - redline version indicating proposed changes. 2. Draft Administrative Policy regarding Purchasing and forms 			
Summary Statement:			
<p>In 2004, the City of Prosser adopted a Competitive Bidding Policy. Since that time little has been done to update the policy despite changing economic conditions like inflation or changes in state law.</p> <p>The amendments proposed were drafted to resolve these issues:</p> <ul style="list-style-type: none"> - In accordance with state purchasing requirements - Provide administrative authority to the Mayor or his designee to authorize budgeted expenses which do not exceed \$50,0000 - Provide administrative authority to the Mayor or his designee to enter into contracts for service or equipment which do not exceed \$25,000. - Direct the Mayor to create administrative policies and procedures to ensure compliance with law. - Approves standard contract form. <p>A copy of the draft administrative policy prepared under the direction of the Mayor is attached for your consideration. The policy is aimed at guiding the reader through the purchasing process by clearing outlining the difference purchasing decisions and requirements. In addition, staff have developed, and continue to develop, checklists to assist staff through the purchasing process.</p>			
Consistent with or Comparison to:			
EXISTING ADOPTED OR PREVIOUS PLANS, POLICIES OR ACTIONS TAKEN BY THE COUNCIL			

Recommended City Council Action/Suggested Motion:

Review and Discuss Proposed Changes to Prosser Municipal Code 3.62 Regarding Competitive Bidding.

<u>Reviewed by Department Director:</u> Regina Namas Date: 5-30-2014	<u>Reviewed by City Attorney:</u>  Date: 5/29/14	<u>Approved by Mayor:</u>  Date: 5-30-14
<u>Today's Date:</u> May 23, 2014	<u>Revision Number/Date:</u>	<u>File Name and Path:</u>

Chapter 3.62 COMPETITIVE BIDDING POLICY

Sections:

<u>3.62.010</u>	Adopted.
<u>3.62.020</u>	Mayor's authority to execute contracts.
3.62.030	Contracts in Declared Emergency

3.62.010 Adopted. SHARE

~~The city of Prosser competitive bidding policy attached to the ordinance codified in this section and incorporated herein as if fully set forth is hereby adopted in its entirety. (Ord. 2489 § 2, 2004)~~

It is necessary to ensure that the citizens of Prosser and the City of Prosser are obtaining the best work or supplies possible at the most reasonable price. Therefore, pursuant to state and federal purchasing requirements, this policy is aimed at preventing fraud, favoritism, or collusion to create a fair forum for bidders.

3.62.020 Mayor's authority to execute contracts. SHARE

~~In accordance with the city's competitive bidding policy adopted in Section 3.62.010, The Mayor, or his designee, is authorized to execute contract, on an approved contract form, for services or equipment which do not exceed \$25,000 including taxes, shipping, and other related costs.~~

The Mayor, or his designee, is authorized to administratively authorize budgeted expenditures which do not exceed \$50,000.

The Mayor is authorized to create administrative policies necessary to ensure compliance with state and federal mandated purchasing requirements.

3.62.030 Contracts in Declared Emergency

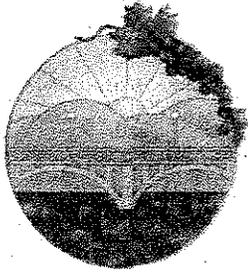
Pursuant to the authority contained in Chapter 39.04 RCW, the mayor is designated by the city council to declare an emergency situation exists, waive the competitive bidding requirements, and award all necessary contracts on behalf of the city of Prosser, Washington to address the emergency situation, regardless of the value of the project. If a contract is awarded without competitive bidding due to an emergency, written findings of the existence of the emergency must be made by the mayor and duly entered of record no later than two weeks following the award of the contract. The mayor shall also post the contract and his written findings on the

city's web site within two weeks from the date he declared the emergency. If the city's web site is down due to the emergency, then the mayor shall take reasonable steps to notify the public of the award of the contract and the substance of his findings in accordance with the state law.

For purposes of this section "emergency" means unforeseen circumstances beyond the control of the municipality that either: (A) Present a real, immediate threat to the proper performance of essential functions; or (B) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

In the absence of the mayor, the mayor pro tem may declare an emergency and execute contracts, and in the absence of the mayor pro tem, the city administrator may declare an emergency and execute contracts.

The authority to declare emergencies in this section is in addition to and not in limitation of the authority granted in Prosser Municipal Code Chapter 9.10 to declare civil emergencies. (Ord. 2634 § 1, 2008; Ord. 2489 § 3, 2004)



Administrative Policy and Procedure City of Prosser, Washington

SUBJECT: Purchasing		
	Policy No. ADM.004	Pages:
Effective Date:		
Develop By:	Department Head Approval:	City Administrator Approval:

OVERVIEW

1. PURPOSE

The purpose of this policy is to ensure that the citizens of Prosser and the City of Prosser are obtaining the best work or supplies possible at the most reasonable price. This policy is aimed at preventing fraud, favoritism, or collusion and to create a fair forum for bidders.

2. ORGANIZATIONS AFFECTED

This code applies for all departments of the city.

3. REFERENCES

3.1. Ordinance No. _____

4. DEFINITIONS

4.1. Bid Limits - Dollar amounts below which competitive bids or the small works roster process are not required for the purchase of equipment, supplies or materials or for public works projects. When calculating bid limits the annual cost of expected reoccurring purchases, all city needs and the purchase of like items (i.e. meter boxes and lids) should be considered. **Please see appendix "A" for current bid limits.**

4.2. Competitive Bids - A process through which there is competition following advertisement in at least the official newspaper of the City and other media for equipment, supplies, materials and public works contracts, open to all suppliers, vendors, and contractors, and in which price is the primary basis for consideration and contract award.

4.3. Small Works Roster - A process through which there is competition following notification to some or all public works contractors who have requested placement on a roster maintained by MRSC by the local government agency, in which the price is the primary basis for consideration and contract award.

- 4.4. Small Public Works Contracts** - A process through which written or electronic quotes are solicited from contractors for public works contracts with total estimated costs below the bid limits following notification; in which the price is the primary basis for consideration and contract award.
- 4.5. Quotes** - A process through which written or electronic quotes are solicited from suppliers and vendors for equipment, supplies and material contracts with total estimated costs below the bid limits; in which price is the primary basis for consideration and contract award. Quotes are required to be solicited for all purchases from \$7,500 to \$14,999.
- 4.6. Competitive Negotiations** - A process through which there is competition following advertisements in the City official newspaper and other media for equipment, supplies, materials and public works contracts, open to suppliers, vendors and contractors, which factors other than price may be the primary basis for consideration and contract award.
- 4.7. Vendor Lists** - A process in which there is competition for equipment and supply contracts through notification to some or all suppliers and vendors who have requested placement on a roster kept by the Finance Department which price is the primary basis for consideration and contract award. The vendor list process can be used for non-public work related purchases less than \$15,000 (which includes the cost of shipping, tax, and other related costs).
- 4.8. Public Agency Work** - Limits set by the Legislature on the amount of public works that can be accomplished using the agency's own work force or by hiring day laborers. Limits are expressed as specific dollar amounts for single or multiple craft projects and/or as percentages of the public works or road fund budgets. RCW 35.23.352.
- 4.9. Services** - Services are non-public works activities requiring labor, equipment, supplies and materials for which an agency contracts, on a periodic, routine basis. Professional services are defined as activities such as consulting that have a primarily intellectual final product.
- 4.9.1. Personal Services:** Professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement.
- 4.9.2. Professional Services:** Services rendered by any person, other than as an employee, contracting to perform activities within the scope of the general definition of professional practice in RCW 18.08 (Architects), 18.43 (Engineers and Land Surveyors), 18.96 (Landscape Architects)
- 4.10. Public Works** - RCW 39.04.010 defines the term "public work" to include all work, construction, alteration, repair or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein.
- 4.11. Ordinary Maintenance** - Work not performed by contract and that is performed on a regularly scheduled basis (e.g. daily, weekly, monthly, etc. but not less frequently than once per year) to service, check, or replace items that are not broken; or work not

performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary.

4.12. Public Notice – When required, public notice must be made in at least the official newspaper of the City or a publication of general distribution. Additionally, notice should be placed on the city’s webpage. Publication duration and wording should be consistent with state law or grant/loan requirements. Typically the City endeavors to publish public notices once a week for two weeks when the situation allows. Sample notices have been attached for reference. **(appendix B)**

4.13. Emergency – Unforeseen circumstances beyond the control of the City which present a real, immediate, and extreme threat to the proper performance of essential functions or which may reasonably be expected to result in excessive loss or damage to property, bodily injury, or loss of life. RCW 43.19.200(2) An emergency purchase is a purchase made pursuant to RCW 43.19.200 in which the normal competitive purchasing procedures have been waived by a declaration of emergency issued by the Mayor or his designee. Lack of planning does not constitute an emergency. Please reference the follow PMCs for more information: PMC 9.10; PMC 9.15; and PMC 16.

4.14. Responsible Bidder – RCW 39.04.350.

4.15. Solicitation – WAC 236.48.003. The process of notifying prospective bidders that the purchasing activity desires to receive competitive bids, quotes, or proposals for the furnishing of goods or services.

5. RESPONSIBILITIES

5.1. Mayor. Is responsible for implementing the administrative policies necessary to ensure compliance with state and federal mandated purchasing requirements. He or she may at any time choose to present a purchasing decision to the City Council for their review and approval. The Mayor, or his designee, is authorized by City Council to administratively authorize budgeted expenditures which do not exceed \$50,000.

The Mayor, or his designee, is authorized to administratively enter into contract for services or equipment for budgeted expenses which do not exceed \$25,000 including taxes and shipping costs for non-budgeted items.

5.2. Finance Director. Is responsible for preparing the necessary forms, checklists, education, and other resources for departments to assist in the purchasing process. The Finance Director is also responsible for maintaining a vendor list, small works roster list, or contracts for these services.

5.3. Department Director. Is responsible for ensuring that all purchasing in their department are reasonable, responsible, and meet federal and state purchasing requirements along with the City’s operating budget and mission statement.

- 5.4. **All Staff.** Are responsible for reporting the true needs of the department and for ensuring that fair price is paid for the service or product received. Each staff member is also responsible for ensuring that the purchasing process is fair and free of conflicts of interest or the appearance of such.

6. STATEMENTS OF POLICY AND PROCEDURES

6.1. General Guidelines

6.1.1. **Availability of Funds.** It shall be the obligation of the Department Director to ensure that sufficient appropriated funds are available to cover the anticipated cost of purchases. Any anticipated expenditure that exceeds the budgetary appropriation by more than \$5,000, must receive approval from City Council.

6.1.2. **Authorized Employees.** Purchases should only be initiated by authorized employees. The department director is responsible to providing the finance department with a list of employees authorized to purchase and with purchase limitations. The list should also contain any potential or apparent conflicts of interest.

6.1.3. **Taxes.** Washington state and local taxes must be paid on all items or services which the law requires.

6.1.4. **Purchase Orders.** A purchase order will be issued for purchases of materials and services exceeding \$2,500, or when required by the vendor. Once signed by the Department Director, the completed purchase order should be delivered to the Finance Department.

6.1.4.1. Where the total purchase order exceeds \$10,000 the Finance Director will be required to sign all purchase orders.

6.1.4.2. Where the total purchase order exceeds \$35,000 the City Administration and Finance Director will be required to sign all purchase orders.

6.1.4.3. **Exceptions to Purchase Order Requirement:** Department Heads may choose to apply the following exemptions as they see fit.

6.1.4.3.1. Petty Cash Expenses;

6.1.4.3.2. Long Term Debt;

6.1.4.3.3. Utility or Insurance Bills;

6.1.4.3.4. Seminars or Schools;

6.1.4.3.5. Association Dues;

6.1.4.3.6. Certain Professional Services such as engineering, attorney, or doctor fees;

6.1.4.3.7. Contracts for labor agreements;

6.1.4.3.8. Licenses and Permits;

6.1.4.3.9. Expenses associated with approved contracts;

6.1.5. **Receiving Process.** The receiving process is an important part of purchasing. When materials are received, it generally comes with a sales slip, deliver ticket, or

packing slip. When the material is received, the employee receiving the material shall verify the quantity of material received. If the quantity is not the same as the packing slip indicates, the employee should note the discrepancies. If a packing slip is not provided, the employee should contact the vendor and document date received and the items and quantities. The packing slip or separate sheet must be signed and dated by the employee and delivered to Finance Department.

6.1.5.1. Under no circumstance will the City accept COD (cash on delivery).

6.1.6. Invoice Process. All vendors must be directed to send invoices and account statements to the City of Prosser Finance Department, ATTN: Accounts Payable, 601 7th Street, Prosser, WA 99350 unless the invoice is provided at the time of delivery or receipt.

6.1.6.1. Original invoices will be delivered to departments to verification, review, budget coding, and department approval.

6.1.6.2. Department Directors are not required to sign:

Utility or Insurance Bills

Telephone Bills

Certain Professional services such as engineering or attorney fees

Debt Service

Contracts which have been previous approved by City Council.(PEDA, Boys and Girls Club, Chamber of Commerce)

Personnel Benefits such as retirement, health insurance, federal payroll taxes, or other voluntary benefits

6.1.6.3. Where the total payment exceeds \$10,000 (except as exempt above) the Finance Director will be required to sign all invoices.

6.1.6.4. Where the total payment exceeds \$35,000 (except as exempt above) the City Administration and Finance Director will be required to sign all invoices.

6.2. Purchasing Materials, Equipment, and Supplies

6.2.1. Reference RCW 39.04.190

6.2.2. This section applies to:

6.2.2.1. Supplies, materials, and equipment that are for general government purposes and will **not** be used in connection to or to accomplish a specific public works project. For purchases made in connection with a public works project please refer to section 6.3.

6.2.2.2. Equipment rentals and leases with or without option to purchase.

6.2.2.3. Equipment rentals with operator included may require prevailing wages.

Examples:

Materials, Equipment, Supplies
Safety Equipment
Warehouse Stock
Office Furniture
Tools

***These example lists are not all inclusive.**

6.2.3. Bid Limits

- 6.2.3.1. When applying bid limits the following should be considered
 - 6.2.3.1.1. Total cost should include all associated taxes, fees, and charges. These can include shipping, setup, handling, and sales taxes.
 - 6.2.3.1.2. Anticipated annual total cost
 - 6.2.3.1.3. All City needs – multi-department
 - 6.2.3.1.4. Like items (i.e. meter boxes and meter box lids)

	Purchase Order not required	Purchase Order Required	Quotes Required	Vendor List	Competitive Bids Required
Code City Under 20,000 population	<\$2,500	>\$2,500	>\$7,500	<\$15,000	>\$15,000

**RCW 39.04.190

6.2.4. No Purchasing Involvement. For purchases which are not expected to exceed \$2,500.

6.2.5. Purchase Order Required. For purchases which are expected to exceed \$2,500.

6.2.6. Quotes Required. For purchases which are expected to exceed \$7,500. Three quotations should be solicited from vendors. If less than three responses are received it is acceptable but the Department Head is responsible for documenting the attempt to solicit quotations and should attach the documentation to the purchase order. See Checklist #1

6.2.7. Vendor List

- 6.2.7.1. **RCW 57.08.050(3) Vendor List Purchasing**
- 6.2.7.2. **See Checklist #1**
- 6.2.7.3. RCW 39.04.190 allows authorized local government to use a vendor list process to purchase equipment, materials and supplies that are not to be used in connection with any public work or improvement.
- 6.2.7.4. This Section can be used for the purchase of materials, equipment, supplies, or services when the cost of the purchase is between \$0 - \$15,000. For public work related purchases where the estimated cost is less than \$7,500, see Section 6.3.10.4.
- 6.2.7.5. Whenever possible, at least three quotations should be secured to ensure a competitive process, with the contract being awarded to the lowest responsible bidder. If less than three responses are received it is acceptable but the Department Head is responsible for documenting the attempt to solicit quotations and should attach the documentation to the purchase order.
- 6.2.7.6. The Vendor List Purchasing Process utilizes the Vendor List established by the City. The Finance Department is responsible for maintenance of the

approved Vendor List and list of contracts let under this process. A copy of the Vendor List can be requested from the Finance Department and is continually updated.

6.2.7.7. The Purchasing Roster Process, authorized under RCW 39.34, utilizes pre-established purchasing rosters that have been established in accordance with the competitive bidding law (i.e. State Bid).

6.2.8. Competitive Bids Required. Purchases of equipment, material or supplies which are expected to exceed \$15,000 must follow the competitive bidding process. See section 6.4 below. See Checklist #5

6.2.9. Intergovernmental Purchases.

6.2.9.1. References:

6.2.9.1.1. RCW 39.32.070-090 Intergovernmental Purchasing – Federal

6.2.9.1.2. RCW 47.24.050 and RCW 35.77.020 authority to contract with County for repair or construction of streets and bridges

6.2.9.1.3. RCW 39.34 allows cooperative purchasing between public agencies

6.2.9.1.4. See Checklist #1

6.2.9.2. Purchases made from the state or federal bid program are exempt from the quotation process.

6.2.9.3. Intergovernmental contracts entered into by other government agencies will only be considered valid if the contract had been executed within the last 24 months.

6.2.9.4. The City is held responsible for purchasing decisions. Proper notices and processes are required to be followed when determining whether to use an inter-local contract or not. In order to utilize an intergovernmental contract from any agency, other than the State of Washington, or Federal Government, the following documentation must be collected to ensure that proper notice and process was followed.

6.2.9.4.1. Public Notice or Advertisement

6.2.9.4.2. Bid tabulations

6.2.9.4.3. Contract documents

6.2.10. Electronic Data Processing and Telecommunications Systems

6.2.10.1. Reference: RCW 39.04.270

6.2.10.2. See Checklist #2

6.2.10.3. RCW 39.04.270 authorizes the City to use a competitive negotiation process as an alternative to the competitive bid process when purchasing telecommunication, data processing (computer) equipment or software. Custom software, network wiring, or improvements should be evaluated to determine if the project is actually a public work.

Examples:

Electronic Data Processing	Telecommunications Systems
Computer Software Applications	Telecommunications Software

Computer Services Computer Equipment	Telecommunications Services Telecommunications Equipment
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6.2.11. Competitive Bidding Requirements – Exceptions.

6.2.11.1. Reference RCW 39.04.280

6.2.11.2. The following are situations where exemptions to competitive bidding requirements can be utilized when awarding contracts for public works and contracts for purchases.

6.2.11.3. Competitive bidding requirements, per RCW 39.04.280, may be waived for:

- Purchases that are clearly and legitimately limited to a single source of supply;
- Purchases involving special facilities or market conditions;
- Purchases in the event of an emergency;
- Purchases of insurance or bonds;
- Public works in the event of an emergency;

Additionally, the following situations are covered under other regulations as noted:

- When Authorized to use alternative public work contracting procedures under RCW 39.10; or
- Pollution Control Project qualified under RCW 70.95A

6.2.11.4. Purchase at Auction

6.2.11.4.1. Reference RCW 39.30.045

6.2.11.4.2. Preapproval of an upper bidding limit must be obtained and documented. A purchase order shall be created to document the bidding limit approval.

6.2.11.4.3. The City may purchase any supplies, equipment, or material at auctions, when the item(s) can be obtained at a competitive price, conducted by the following:

- United States Governments, or any Federal Agency
- State of Washington, or any State Agency
- Any Municipality or other Government Agency
- Any private party.

6.2.11.5. Sole Sources.

6.2.11.5.1. **References. RCW 39.04.280(1)(a)**

6.2.11.5.2. **See Appendix “C” for Sole Source Justification Form**

6.2.11.5.3. RCW 39.04.280(1)(a) On a case by case basis the bid or quote requirement may be waived and a sole source purchase approved. A sole

source purchase may be approved if one of the following conditions are met:

- 6.2.11.5.4. Compatibility to existing City standard or to existing equipment, inventory, system, data, program, or service.
- 6.2.11.5.5. Licensed or patented product with only one dealer.
- 6.2.11.5.6. Only authorized service provider, repair and/or warranty services
- 6.2.11.5.7. Unique design. Requires unique design features that are essential, aesthetic requirements, or not practical to match to existing design or equipment.
- 6.2.11.5.8. Used item. Surplus item bought through an auction or distributor that would represent good value and is advantageous to the City.
- 6.2.11.5.9. Delivery Date. Only one supplier can meet required delivery date.
- 6.2.11.5.10. Project or research continuity. Product, system, service or data must comply with an ongoing project, research, data, testing, or analysis
- 6.2.11.5.11. A sole source justification form is attached for use your in supporting the sole source recommendation. This form must be approved by the Mayor, or his designee. (Appendix C)
- 6.2.11.5.12. Budgeted sole source purchases which exceed \$50,000 require the approval of the City Council.
- 6.2.11.5.13. The following acquisitions are clearly and legitimately limited to a single source of supply or involve special facilities, services, or market conditions and are designated as exempt from competitive bid requirements. The City should use state contracts if available, if no state contracts exist, purchase authority is granted for the following:
 - 6.2.11.5.13.1. Utilities - Fees, charges, and assessments for public utilities such as garbage, heat, cable TV, power, lights, fire protection, and recycling services.
 - 6.2.11.5.13.2. Postage And Postal Service
 - 6.2.11.5.13.3. Professional License And Memberships
 - 6.2.11.5.13.4. Professional association membership dues or professional licenses required by employer or state law.
 - 6.2.11.5.13.5. Publications, Subscriptions And Information Service Directories: Publications, subscriptions, and information service directories in print or electric format.
 - 6.2.11.5.13.6. Conferences And Seminars; Registration/tuition for conferences and seminars; Booth or room rentals, facilities including furnishings and directly related services and materials for public hearings required by agency mission are included; Entrance fees to professional management award programs which are determined to be in pursuit of agency mission are also included.
 - 6.2.11.5.13.7. Miscellaneous Fees. Court imposed fees; Fees for obtaining records; Juries and directly related materials and services; Court ordered attorney fees; Out of court settlement costs; Registration/cancellation fees; Transfer fees or other transaction fees; Customs and brokerage fees and duties associated with

procurement of goods from foreign countries where such costs are not paid by shipper.

- 6.2.11.5.13.8. Legal/Promotional Advertisements and Awards. Legal or promotional advertisements cost via public media to include but not limited to newspapers, video, radio, billboards or journals, and; Prizes or awards materials which are related to the agency mission.
- 6.2.11.5.13.9. Original Equipment Manufacturer (OEM) Repair Services. OEM repair services and component parts, and technical and maintenance services (including start-ups, training, and testing), and chemical supplies, which can only be obtained from the original equipment manufacturer or regionally authorized single distributor.
- 6.2.11.5.13.10. Technical Inspection. Survey or certification services, and related expenses required for vessels, boilers, vehicles, and related equipment.
- 6.2.11.5.13.11. Training Services. Recurring training for all or most employees; Materials (including training aids and devices) used in presentation of the training; Routine and ongoing training required for vendors/contractors/consultants to enable them to comply with contractual requirements; Training provided incidental (10% or less of equipment cost) to the purchase of equipment, but not included in equipment purchase price.

6.2.11.6. Emergency

6.2.11.6.1. References:

- 6.2.11.6.1.1. RCW 38.52 agency declared emergency
 - 6.2.11.6.1.2. RCW 39.04.280(1) waiver of competitive bidding in event of emergency
 - 6.2.11.6.1.3. RCW 38.52.070(2) waiver of competitive bidding in event of emergency
 - 6.2.11.6.1.4. RCW 39.04.280 federal or state declared emergency
 - 6.2.11.6.1.5. PMC 16.10 Critical Areas
 - 6.2.11.6.1.6. PMC 9.10 Emergency Powers
 - 6.2.11.6.1.7. PMC 9.15 Emergency Management
- 6.2.11.6.2. City Council has authorized the Mayor, or his designee to administratively execute agreements under this section.

6.3. Public Works Contracting

6.3.1. Is it Maintenance or a Public Work?

- 6.3.1.1. This essential question must be answered to determine the proper process and requirements that will guide your project.
- 6.3.1.2. RCW 39.04.010 indicates that a "Public Work" means all work, construction, alteration, repair or improvement other than ordinary maintenance. WAC 296.127.010(7)(b)(iii) defines "ordinary maintenance" as work not performed by contract and that is performed on a regularly scheduled basis, but not less frequently than once a year, to service, check, replace, items that are not broken; or work performed by contract that is not regularly

scheduled but is required to maintain the asset so the repair does not become necessary.

6.3.1.3. Determining if a project is a public work or maintenance can be confusing. Therefore, the City of Prosser will treat maintenance contracts as public works contracts, subject to bid limits, bonds, retainage, and prevailing wage.

6.3.1.4. All public works including ordinary maintenance when performed by contract must comply with RCW 39.12 (prevailing wages).

6.3.2. Requirements for all Public Works Contracts

6.3.2.1. **Prevailing Wage.** All public works including ordinary maintenance when performed by contract must comply with RCW 39.12 (prevailing wages).

6.3.2.2. **Retainage and Bonding.** For public works projects, the City must withhold retainage from progress and other payments made by the City. There must be a contractor's performance bond on file. Retainage and bonds will be returned to the contractor once the contract has been accepted as complete and affidavits from the Department of Revenue, Department of L&I, and Employment Security have been received. **(please see appendix "A")**

6.3.2.2.1. Retainage: RCW 62.28.011 requires that the City withhold 5% of the money due to a contractor for a public work improvement until completion of acceptance of contract. **Please see appendix "G"** which provides a retainage selection form which allows the contractor to select the manner the retained funds will be released. The contractor may also choose to obtain a retainage bond as an alternate to the retainage withholding process. This same RCW outlines requirements related to the release of retainage at project completion.

6.3.2.2.2. Performance and Payment Bond. RCW 39.08.010 requires the City to obtain a payment and performance bond each to be issued for 100% of the contract amount from the contractor. These bonds will be returned to the contractor once it is determined that the contractor has performed all the provisions of the contract and paid all laborers, mechanics, subcontractors, and suppliers for the carrying on of the work. When a bond is not received the City may be responsible for persons mentioned in RCW 39.08.010 to the full extent and for the full amount of all such debts so contracted by such contractor. For projects which are \$35,000 or less, the contractor can opt to have the City retain 50% of the contract amount for 30 days after the date of final acceptance, or until the releases from the Department of Revenue, Department of Labor and Industry, Employment Security, and the settlement of any liens filed under RCW 60.28, whichever is later. **(please see appendix "G")**

6.3.2.3. **Sales taxes.** Sales taxes apply to every sale of tangible personal property (and some services) to all persons, including the City for purposes of determining whether a purchase or project exceeds an agency's bid limits, sales tax must be included when determining the cost of a public work, or when calculating the cost of materials, supplies, and equipment purchased separately from a public work. There are some sales and use tax exemptions for certain public works projects. The exemptions include:

- 6.3.2.3.1. Labor and services rendered for the building, repairing, or improving of any street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle owned by a city or town which is used primarily for pedestrian or vehicle traffic. Materials used in constructing these projects are not exempt from the sales and use tax. RCW 82.04.050(8).
- 6.3.2.3.2. Labor and services for the processing and handling of sand, gravel, and rock taken from city and/or county pits and quarries when the material is for public road projects. RCW 82.08.0275.
- 6.3.2.4. **Must meet mandatory bidder responsibility criteria**
- 6.3.2.5. **Certificate of Insurance.** Terms must be consistent with those recommended by the City's insurance provider.
- 6.3.2.6. **Notice of Claims or Damage.** These should be forwarded to the Finance Department immediately upon receipt so they can be processed as necessary.

6.3.3. Phasing Projects Prohibited. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process or limited works process.

6.3.4. Bid Limits

	Bid Limits
Competitive Bids	\$300,000 or more
Small Public Works Roster Quotes	Under \$300,000
Multiple Craft Bid Limit (Small Works Roster Optional)	Under \$65,000
Single Craft Bid Limit (Small Works Roster Optional)	Under \$40,000
Limited Public Works Process	Under \$35,000
Quotes required	\$7,500 or more
Purchase Order Required	\$2,500 or more
Purchase Order Not Required	Under \$2,500

6.3.5. Purchase Order Not Required. For maintenance or public work purchases under \$2,500.

6.3.6. Purchase Order Required. For maintenance or public work purchases over \$2,500.

6.3.7. Quotes Required. For maintenance or public work purchases \$7,500 or more.

6.3.8. Single Craft Bid Limit. For maintenance or public work purchases of \$40,000 which include single craft competitive bids must be sought. As an alternate, the small works roster process can be followed. (RCW 35.23.352)

6.3.9. Multiple Craft Bid Limit. For maintenance or public work purchases of \$65,000 which include multiple crafts competitive bids must be sought. As an alternate, the small works roster process can be followed. (RCW 35.23.352)

6.3.10. Small Works. RCW 39.04.155 indicates that projects which are estimated to cost less than \$300,000 can use a small works roster process.

6.3.10.1. Small Works Projects \$150,000 to \$300,000. If the estimated work is between \$150,000 and \$300,000 City must solicit bids from all the appropriate contractors on the appropriate small works roster. (Please see Checklist #3)

6.3.10.2. Small Works Projects \$150,000 or less. If the estimated work is less than \$150,000 the City must solicit bids from at least 5 contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted in a manner that does not favor certain contractors over others. (Please see Checklist #3)

6.3.10.3. Small Works Projects \$35,000 or less (Limited Public Work). RCW 39.04.155(3) allows the City to solicit electronic or written quotes from a minimum of 3 contractors from the appropriate small works roster and award the contract to the lowest responsible bidder. (Please see Checklist #3)

6.3.10.4. Small Works Projects \$7,500 or less (Really Small Public Work). If the estimated work is less than \$7,500 the City must solicit three or more informal quotes from contractors and award the contract to the lowest responsible bidder. Projects which are estimated to cost less than \$2,500 do not require the solicitation of quotes or the involvement of purchasing. (Please see Checklist #4 and #5)

6.4. Competitive Sealed Bid Process.

6.4.1. Reference RCW 57.08.050

6.4.2. Work. This section should be used for construction, building, renovation, remodeling, alteration, repair, improvement of real property, or any other work performed by outside contractors when the estimated cost exceeds \$300,000. (Please See Checklist #6)

6.4.3. Materials. This section should be used for material and equipment purchases when the estimated cost exceeds \$15,000. (Please See Checklist #7)

Examples:

Work & Materials associated with Public Work	
Capital Improvement Projects	> \$300,000
Equipment Purchases	> \$ 15,000
Materials Purchases (i.e. water meters, pipe, etc)	> \$ 15,000

*These example lists are not all inclusive.

6.4.4. Exceptions. Competitive bidding requirements, per RCW 39.04.280, may be waived for:

- 6.4.4.1. Purchases that are clearly and legitimately limited to a single source of supply;
- 6.4.4.2. Purchases involving special facilities or market conditions;
- 6.4.4.3. Purchases in the event of an emergency;
- 6.4.4.4. Purchases of insurance or bonds;
- 6.4.4.5. Public works in the event of an emergency;
- 6.4.4.6. When Authorized to use alternative public work contracting procedures under RCW 39.10; or
- 6.4.4.7. Pollution Control Project qualified under RCW 70.95A.

6.4.5. Bidding Process. The following elements are a required part of the competitive bidding program. This bidding process applies to both public work and non-public work related projects or purchases. **Please see Checklist 6 & 7.**

6.4.5.1. **Advertisement.** RCW 35.23.352 requires that all notices calling for sealed bids be published in the City's official newspaper or a newspaper of general circulation at least thirteen days prior to the date when the bids will be received. The advertisement should include information about the bid opening, the work to be performed, materials or equipment to be furnished, specifications, bid bond requirements, and any language that may be required by the funding agency (state or federal grant or loan).

6.4.5.2. **Bid and Performance Bonds.** RCW 35.23.352 provides that each bid must be accompanied by a bid deposit in the form of a cashier's check, money order, or surety bond for a sum of not less than 5% of the bid amount, including sales tax. Once bids are opened and the contract is awarded to the lowest responsible bidder, the bid deposit or bid bonds should be returned to the unsuccessful bidders. The successful bidders bid bond or deposit is retained until the bidder enters into a contract with the City and furnishes a performance bond in the full amount of the contract price. If a successful bidder fails to enter into a contract and does not provide a performance bond within 10 days of being notified of the bids acceptance, the bidder forfeits the bid bond or deposit to the City.

6.4.5.3. **Bid Award.** RCW 35.23.352 requires that the City award to the lowest responsible bidder. A responsible bidder must possess all of the following criteria(RCW 39.04.350):

- 6.4.5.3.1. Be a registered contractor at the time of bid submittal
- 6.4.5.3.2. Have a current UBI number
- 6.4.5.3.3. Have industrial insurance coverage
- 6.4.5.3.4. Have an employment security department number

- 6.4.5.3.5. Have a state excise tax registration number; and
- 6.4.5.3.6. Have never been disqualified from bidding under RCW 39.06.010 or 39.12.065 (3)

6.4.5.4. **Accepting or Rejecting Bids.** Assuming there are no bidding irregularities, after opening the bids, the city must award the contract to the lowest responsible bidder or reject all bids.

6.4.5.5. **Other requirements.** Please refer to section 6.3.2 above.

6.4.6. **Late Bids.** Bids are required to be received on or before the time stated in the bid advertisement. It is the bidders responsibility to ensure that the document is received at the advertised time. Bids are considered “received” when they can have been received by the City Clerk, or the designee, and have been stamped and initialed with their date and item of receipt. Late bids will NOT be accepted.

6.4.7. **Disclosing Purchasing Information.** Full disclosure of bid information should not be made prior to award of the bid. Disclosure of this information is available through the “Request for Public Records” process. Bid documents submitted in response to a request for proposals become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

6.5. Contracting for Services

6.5.1. Architectural and Engineering (A/E) Professional Services

6.5.1.1. **Reference RCW 39.80**

6.5.1.2. RCW 39.80 provides a uniform statutory procedure for the procurement of architectural, landscape architecture, engineering, and land surveying services. A qualification based selection process must be used when evaluating firms or individuals.

6.5.1.3. **Advanced Publication.** RCW 39.80.030 requires advanced publication of the City’s requirement for professional services.

6.5.1.3.1. Publishing an announcement on each occasion when professional services provided by a consultant are required by the agency;

6.5.1.3.2. Announcing generally to the public its projected requirements for any category or type of professional service (contract from established consultant roster).

The City utilizes both methods under specific circumstances based on the estimated fee for the proposed project.

Dollar Thresholds for professional services are as follows:

Fee Estimate =>\$150,000	Advertise by Project
Fee Estimate <\$150,000	Select for Roster

Examples:

Professional Services
Architectural Services as defined by RCW 18.08
Engineering Services as defined by RCW 18.43
Land Surveying as defined by RCW 18.43
Landscape Architecture as defined by 18.96

6.5.1.4. **Consultant Selection.** Department Heads may select consultants from the roster and ask them to respond to RFPs for individual projects, with or without interviews. Departments may also select, for certain projects may choose to advertise its specific need for services and select firms based on the RFQ (Request for Qualifications) submittals and then interview those firms using a committee.

6.5.1.5. **Contract Negotiation.** Pursuant to RCW 39.80.050

6.5.2. Personal Services.

6.5.2.1. **Reference: RCW 39.29.011**

6.5.2.2. All procurement of personal services shall be by contract (see attachment J). Personal services may be procured only to resolve a specific problem or issue, or to expedite a specific project that is temporary in nature. The City may procure personal services only if it documents that the service is critical to agency responsibilities or operations, or is mandated or authorized by the legislature, that the sufficient staffing or expertise is not available within the agency to perform the service, and other qualified public resources are not available to perform the service (RCW 39.29.011).

Competitive solicitation (RFP or Request for Proposal) is required for all personal services contracts. Exceptions for this requirement include: Emergency contracts; Sole Source contracts; Contract amendments; Contracts of less than \$2,500; or when it has been determined that a competitive solicitation process is not appropriate or cost-effective. It is important to note the purchase orders can be considered a contract for purchases less than \$7,500.

Dollar Thresholds for personal services are as follows:

	No Purchasing Involvement	Purchase Order Required	Contract Required - Mayor Approval	Contract Required - Council Approval
Personal Services	<\$2,500	>\$2,500	>\$7,500	>\$25,000

Examples:

Personal Services
Accounting
Class Instruction
Locating
Environmental Planning
Legal Services
Management Consulting
Needs Assessment
Research
Scientific Studies
Statistical Analysis
Strategic Planning
Umpires

*These example lists are not all inclusive.

6.6. Conflicts of Interest

6.6.1. References:

- 6.6.1.1. RCW 42.23. conflicts of interest

6.7. Inventory

6.7.1. Inventory Tags

- 6.7.1.1. Items with an estimated value of \$1,000 to \$4,999 and with a useful life of more than one year shall be maintained on the City's general inventory list.
- 6.7.1.2. The Finance Department will be responsible for collecting the information from the individual departments and entering it into the inventory list.
- 6.7.1.3. Each department is responsible for reporting promptly to the Finance Department property which has been purchased or acquired which meet the inventory requirement listed under 6.7.1.1.

6.7.2. Asset Records

- 6.7.2.1. Items with an estimated value of \$5,000 or more and with a useful life of more than five years shall be maintained in the City's asset records.
- 6.7.2.2. The Finance Department will be responsible for collecting the information from the individual departments and entering it into the asset records.
- 6.7.2.3. Each department is responsible for reporting promptly to the Finance Department property which has been purchased or acquired which meets the asset requirements listed under 6.7.2.1.

6.8. Disposal of Surplus Property

- 6.8.1. Property must be surplus by the approval of City Council through adoption of a resolution, or by following a City Council approved administrative policy.
- 6.8.2. The adopted resolution will dictate the disposition of surplus property.
- 6.8.3. Public notice will be made for all items available for public auction.
- 6.8.4. Upon disposition, the appropriate asset or inventory records will be updated to reflect the surplus resolution and disposition of the property (sale, donation, destruction).
- 6.8.5. The surplus of certain utility owned property require special notification and disposition processes. Please see the Finance Department for this process.
- 6.8.6. Please see Attachments E and F for sample forms.

7. Attachments :

- A. Bid Limits
- B. Sample Public Notice
- C. Sole Source Justification Form
- D. Sample/Form Declaration of Emergency
- E. Surplus Property Public Notice
- F. Surplus Property Bid Form
- G. Declaration of Option for Performance or Additional Retainage Form
- H. Telephone Quote Form
- I. Request for Quotation Form (small works projects)
- J. Professional Service Agreement
- K. Small Works/Limited Public Works Agreement

8. Checklist:

- 1. Purchases from Vendor list of Purchasing Roster (State Bid) \$0-\$14,999
- 2. Checklist for the purchase of Electronic Data Processing of Telecommunication Systems
- 3. Small Works Check List (\$7,500 to \$300,000)
- 4. Small Purchases and Work (Public Works) (\$2,500 - \$7,500)
- 5. Small Purchases and Work (Public Works) (\$0 -\$2,500)
- 6. Competitive Bidding Checklist (work over \$300,000)
- 7. Competitive Bidding Checklist (equipment & material over \$15,000)
- 8. Professional Services <\$150,000
- 9. Professional Services > or =\$150,000
- 10. Personal Services (\$0 to \$4,999)
- 11. Personal Services (\$5,000 to \$9,999)
- 12. Personal Services (\$10,000 or more)

Appendix A

Purchasing Materials, Equipment, and Supplies							
Procurement Method	Purchase Requirement	Purchase Order Only	Direct Purchase	Indirect	Special	Electronic Procurement	Competitive Bid
Cost Ranges	<\$2,500	>\$2,500	>\$7,500	<\$15,000			>\$15,000
Plans/Spec	NA	NA	NA	Optional	NA	Required	Required
Estimates	NA	NA	NA	Optional	NA	Required	Required
Formal Advertisement	NA	NA	NA	NA	NA	Required	Required
Sealed Bids	NA	NA	NA	NA	NA	Required	Required
Public Bid Opening	NA	NA	NA	NA	NA	Required	Required
Quotes (written, faxed, phone, electronic)	Optional	Optional	Required	Required	NA	NA	NA
Purchase Order	NR	Required	Required	Required	Optional, Required	Required	Required
Bid Bond	NA	NA	NA	NA	NA	Not Required	Required
Formal Award (council approval)	NA	NA	NA	NA	NA	Required	Required
Delegated Award	Optional	Optional	Optional	Optional	Optional	Optional	Optional
Mandatory Bidder Responsibility Criteria	NA	NA	NA	NA	NA	Required	Required
Supplementary Bidder Responsibility Criteria	NA	NA	NA	NA	NA	Optional	Optional
Performance/Payment Bond	NA	NA	NA	NA	NA	NA	Required
Retainage	NA	NA	NA	NA	NA	NA	Required
Insurance	NA	NA	NA	NA	NA	NA	Required
DOR Release Form	NA	NA	NA	NA	NA	NA	Required
Prevailing Wages (I&A)	NA	NA	NA	NA	NA	NA	Required

**CITY OF PROSSER, WA
REQUEST FOR PROPOSAL
FINANCIAL MANAGEMENT SOFTWARE**

Notice is hereby given by the undersigned that proposals will be accepted in the office of the Prosser City Clerk, Prosser City Hall, 601 7th Street, Prosser, Washington, 99350 until the hour of 5:00 9.m., Friday, March 30, 2012, for:

Financial Management Software

Proposal forms and Specifications are available in the office of the City Clerk, City Hall, Prosser, Washington. 509-786-2332.

This advertisement does not constitute any offer on the part of the City, rather it is placed only in order to solicit proposals. Women and Minority Vendors are encouraged to submit a proposal. The City of Prosser reserves the right to reject any and all proposals.

Dated this 1st day of March, 2012.

Rachel Shaw, CMC
City Clerk

Publish on Wednesday, March 7th and Wednesday, March 14th.

Sole Source Justification Form

Name of Department Head

/_____
Dept./Division

Supplier:	
Product Description	
Use/Need:	Estimated Cost

This is a sole source because: (reference ADM 004 6.2.11.5)

- 6.2.11.5.4 Compatibility to existing City standard or to existing equipment, inventory, system, data, program, or service.
- 6.2.11.5.5 Licensed or patented product with only one dealer.
- 6.2.11.5.6 Only authorized service provider, repair and/or warranty services
- 6.2.11.5.7 Unique design. Requires unique design features that are essential, aesthetic requirements, or not practical to match to existing design or equipment.
- 6.2.11.5.8 Used item. Surplus item bought through an auction or distributor that would represent good value and is advantageous to the City.
- 6.2.11.5.9 Delivery Date. Only one supplier can meet required delivery date.
- 6.2.11.5.10 Project or research continuity. Product, system, service or data must comply with an ongoing project, research, data, testing, or analysis

1. What necessary features does this vendor provide which are not available from other vendors? Please be specific.

2. What steps were taken to verify that these features are not available elsewhere?

- Other brands/manufacturers were examined (please list phone numbers and names, and explain why these were not suitable)

- Other vendors were contacted (please list phone numbers and names, and explain why these were not suitable).

Sole source purchases are defined as clearly and legitimately limited to a single supplier. Sole source purchases are normally not allowed except when based upon strong technological grounds such as operational compatibility with existing equipment and related parts or upon a clearly unique and cost effective feature requirement. The use of sole source purchases shall be limited only to those specific instances which are totally justified to satisfy compatibility or technical performance needs.

STATEMENT OF NEED:

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favors or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Request: Department Head Signature	Date
Approval: Mayor, or his designee	Date
6.2.11.5.12 When the total expected cost exceeds fifty thousand (\$50,000), the City Council must by motion determine that there is only one source and authorize the purchase.	
Council Meeting Date: (Attach Council Minutes)	

PROCLAMATION OF STATE OF CIVIL EMERGENCY

WHEREAS, the Mayor and/or their designee have reported to the undersigned that the following emergency situation;

that results in, or threatens to result in, an imminent threat to the health and safety of the citizens of Prosser and the traveling public. Failure to take immediate action may result in a real, immediate threat to the proper performance of essential functions; and/or will likely result in material loss or damage to property; and

WHEREAS, all available resources are/will be committed to responding to this civil emergency, and the severity of this emergency is beyond the capability of local resources and requires the City to request supplemental assistance; and

WHEREAS, these conditions constitute a civil emergency as defined in Prosser Municipal Code 9.10.010, and necessitate the utilization of emergency powers granted under PMC 9.10.020 and RCW 38.52.070; and

WHEREAS, in the judgment of the undersigned, extraordinary measures are required to protect the public peace, safety and welfare;

NOW, THEREFORE, I, Paul Warden, the Mayor of Prosser, Washington, do hereby proclaim a civil emergency exists within the City of Prosser due to:

In accordance with PMC 9.10.020, the undersigned hereby further proclaims the following orders are in effect immediately within the areas described below:

The following orders are hereby necessary for the protection of property and shall be in effect until further order in the areas described:

An order waiving the public works competitive bidding requirements and awarding contracts to address the emergency situation in accordance with Chapters 38.52 and 39.04 RCW:

For purposes of this section "emergency" means unforeseen circumstances beyond the control of the municipality that either: (A) Present a real, immediate threat to the proper performance of essential functions; or (B) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

Emergency activities are those activities necessary to prevent an immediate threat to public health, safety, or welfare, or that pose an immediate risk of damage to private property and that require remedial or preventative action in a timeframe too short to allow for compliance with the requirements of this title.

Appendix D

The above orders shall remain in effect until a subsequent order revoking same, and, if any such order remains in effect as of _____ (date), shall be presented to the City Council at its meeting on such date for ratification and confirmation.

Dated this _____ day of _____.

Paul Warden, Mayor

Attest:

Rachel Shaw, City Clerk

Approved as to form:

Howard Saxton, City Attorney

_____, 2014

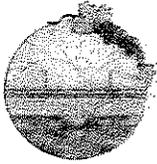
Surplus Items Available for Bid

The City of Prosser periodically surpluses items that are no longer of use to the City. When these items become available they are open for the public to make an offer on. The Item will be awarded to the highest bidder. Forms are available at City Hall, 601 7th Street, Prosser, WA 99350. All bids must be received no later than 5:00 p.m. on _____ day, _____, 2014. We will contact the individuals with the highest bids on _____, 2014.

The City of Prosser has recently surplused the following items:

The items can be viewed at _____, _____, Prosser, WA on _____ day, _____th between _____:00 p.m. and _____:00 p.m. This will be the only time available to view these items.

Thank you for your interest in the City of Prosser. For more information, please contact the City of Prosser via phone (509)786-2332 or at City Hall, 601 7th Street, Prosser, WA 99350.



CITY OF PROSSER, WA

601 7th Street, Prosser, Washington 99350 (509)786-2332 Fax (509)786-3717

Bid Proposal: Items for Sale

Name _____

Mailing Address _____

Telephone # _____ Alt Telephone # _____

Signature _____ Date _____

Items for Sale:

Item Bidding On _____

Amount Bidding \$ _____

Item Bidding On _____

Amount Bidding \$ _____

Bids must be received by 5:00 p.m. on _____, 2013.

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Administrator, USDA, Rural Development, Washington, D.C. 20250-0700.

Este programa es de oportunidad igualada. Discriminacion es porhibido por la ley Federal . Quejas de discriminacion pueden ser registradas con el Administrador, USDA, Rural Development, Washington, D.C. 20250-0700.

City of Prosser

Declaration of Option for Performance Bond or Additional Retainage (Contracts Under \$35,000 only)

Note: This form must be submitted at the time the Contractor executes the Contract. The Contractor shall designate the option desired by checking the appropriate space.

The Contractor elects to:

_____ (1) Furnish a performance bond in the amount of the total contract sum. An executed performance bond on the required form is included with the executed contract documents. Mandatory on contracts exceeding \$35,000.

_____ (2) Have the City retain, in lieu of the performance bond, fifty percent (50%) of the total contract amount 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 filed under Chapter 60.28 RCW, whichever is later.

In choosing option 2, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the City of Prosser, Washington, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided in said option 2; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

Contractor Signature

Date

CITY OF PROSSER, WA
PUBLIC WORKS
SMALL WORKS PROJECTS QUOTE FORM

PROJECT NAME:

PROJECT DESCRIPTION:

CONTRACTOR/ VENDOR	CONTACT INFO	CONTACT NAME	DATE OF CONTACT	DATE QUOTE RECEIVED	ESTIMATE	FORMAT OF QUOTE (1,2,3,4)*	RESPONSIVE (Y or N)

***FORMAT OF QUOTE** – Type of format in which the quote was provided to the City by the Contractor.

- 1. Telephone
- 2. FAX
- 3. Email
- 4. Hard Copy

Additional Notes:

Date of Review _____

Signature _____

**REQUEST FOR QUOTES (RFQ)
VENDOR INSTRUCTIONS
(PROJECT NAME)**

1. Submit your offer by one of the following methods on or before (time) (date).

City of Prosser
Hand Deliver or Mail: 601 7th Street, Prosser, Washington 99350
Fax: 786-3717

If you desire to fax your quote in, the City recommends that you submit your FAX by (time) a.m. This will assure timely submittal, and will reduce risks associated with FAX transmission (i.e. jammed phone lines, failure to transmit, etc.). FAX quotes will be received until (time) on the due date (or otherwise at the sole discretion of the Purchasing Manager), however the (time) submittal is recommended to assure your timely submittal. Such submittals remain confidential and secured and no information about those submittals will be released until the public information of the quote is otherwise available. Contractors are encouraged to confirm that Fax transmissions are successfully received by the City, as documents that are not readable to the City may be considered non-responsive.

Contractors mailing submittals should allow normal mail delivery time to ensure timely receipt by the City. Contractors assume the risk for the method of delivery chosen. The City assumes no responsibility for delays caused by delivery.

2. All Quotations shall be submitted on the offer form furnished by the City.
3. All communications regarding this Quotation must be directed to (responsible department head/finance department):

Unless authorized herein, no other City official or employee can speak for the City regarding this Quote.

The City is not bound by information, clarification, or interpretations from other City officials or employees. Submitters should not contact City officials or employees, other than (responsible person).

Failure to observe this requirement may be grounds for rejection of the Contractor's Quote.

4. **NON-COLLUSION:** Submittal of an offer swears that the offer is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Contractor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
5. **NON-SEGREGATED FACILITIES:** Contractor agrees that the company does not maintain or provide for employees any segregated facilities, and that the Contractor does not allow employees to perform services at any such facility. Contractors agree that a breach of this shall constitute a contract violation.
6. **CORPORATE PRINCIPAL:** Offers shall be signed by an individual who is named in the business to have such authority, according to the business governing body and by-laws.
7. **BONDS AND RETAINAGE:** The Contractor agrees to obtain Payment and Performance Bonds in accordance with the attached contract and all other attachments incorporated herein. The Contractor agrees that the City is bound by the provisions of RCW 60.28.011 regarding retainage.
8. **SIGNATURES:** An Offer submitted by a corporation shall be signed and sealed by the legally authorized officers of said corporation. If awarded the contract, the contract shall also be so executed. If a proposal or contract is signed by an agent, he shall furnish satisfactory evidence of his authority to sign as the legal representative of the bidder. An authorized partner of a co-partnership may sign the contract, subject to the approval of the attorney, who may at his discretion, require each and every member of the co-partnership to sign the contract.
9. **RIGHT TO REJECT QUOTES:** The City reserves the right to reject any or all bids or quotes, waive technicalities or irregularities, and to accept any bid if such action is believed to be in the best interest of the City.
10. **RESPONSIBLE BIDDERS:** The City shall consider only responsible contractors. The following will be used to evaluate contractor responsibility. Responsible contractors are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the

Appendix I

contract. The City may also consider references and quality to determine responsibility. No Offer shall be submitted by any Contractor if any owner has been convicted within the past ten years of a crime that impugns honest or integrity, or if the contractor has unsatisfied tax or judgment liens. Contractors must have the specified insurance by the time of award, must have a Contractors license if appropriate to the work at the time of bid submittal, and must indicate satisfactory business experience. Other factors such as delivery, materials, quality, equipment and other factors not named may also be considered to determine responsibility, in accordance with City ordinance. The City reserves the right to use any information, whether supplied through the Offer or otherwise obtained, in determining responsibility.

11. **INTERPRETATION OF BID AND PURCHASE DOCUMENTS:** No oral interpretations will be made to any Bidder as to the meaning of the Bid or contract documents; and any oral communication is not binding upon the City. Requests for an interpretation shall be made in writing to the City at least 5 days prior to the bid due date. Any interpretation deemed necessary by the City will be in the form of an addendum to the Bid documents and when issued will be sent as promptly as practical to all parties to whom the Bid documents have been issued. All such addenda shall become part of the quotation package.
12. **INCURRED COSTS:** The City will not be liable in any way for any costs incurred by respondents in replying to this request.
13. **WITHDRAWAL OF OFFER:** Bidders may withdraw Offers before the offer deadline.
14. **ALTERATION OF OFFER:** An Offer already turned into the City may be changed by requesting a change in writing, if it is received before the Offer deadline. Changes shall be signed by the person authorized to submit Offers on behalf of the firm.
15. **BUSINESS REGISTRATION:** Contractors awarded a City contract are responsible for compliance with PMC Chapter 5.04 regarding possession of a City of Prosser business license. Contractors may call the City (509-786-2332) for more information about obtaining a City business registration.
16. **ADDENDA:** If the City issues an amendment to these instructions, you must acknowledge that on your Offer sheet so we know you have received and considered that amendment when you sent in your Offer. If you do not indicate receipt of Addenda, the City will assume that you have received, considered and Bid with all addenda known, OR the City may reject the Bid.
17. **NONRESPONSIVE OFFER:** Any Offer that does not comply with these instruction, is not signed, supplements or deviates from the specifications herein, or has an incomplete Offer, may be declared non-responsive by the City.
18. **ALL OR NONE BIDS:** "All or none" Bids are required. No exceptions or alterations will be accepted.
19. **BID AWARD:** The City shall award to the lowest responsive and responsible bidder.
20. **EXAMINATION OF BID AND CONTRACT DOCUMENTS, SITE AND SITE CONDITIONS:** The submission of an Offer constitutes acknowledgement upon which the City may rely, that the Bidder thoroughly examined and is familiar with the Bid, specifications and contract documents, is familiar with appropriate worksites, reviewed and inspected all applicable statutes, regulations, ordinances and resolutions dealing with or related to the work and services to be provided, and received and considered all Addenda. Failure or neglect of a Bidder to examine such documents work site(s), statutes, regulations, ordinances, or resolutions shall in no way relieve the Bidder from any obligations with respect to the Bidder's offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents, work site(s), specifications, delivery requirements, statutes, regulations, ordinances or resolutions. A signed contract furnished to the successful bidder results in a binding contract without further action by either party.
21. **BID PRICE:** The Offer provided on the Offer Sheet shall include everything necessary for the prosecution and completion of the contract including, but not limited to, furnishing all materials, equipment, tools, and other facilities and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly. Prospective Bidders should indicate in their Bid the address to which payment should be mailed, if such address is different than that shown for the Bid.
22. **NEW OR USED:** It is determined that by submission of this Offer, the Contractor states that any equipment utilized are of new manufacture, unless otherwise specifically stated or called for in the Bid.
23. **ERRORS AND OMISSIONS:** The City will not consider a claim of an error in an Offer unless the claim is presented in writing within 24 hours after the Bids are opened. Additional, the Bidders claiming error must present supporting evidence, including but not limited to cost breakdown sheets, no later than 48 hours after the Offers are opened.

Appendix I

24. **GIFTS AND GRATITUDES:** The Contractor and the City must comply with the Terms and Condition stated in the contract document attached, prior to and throughout the bid, award and contract process.

25. **PUBLIC INFORMATION:** All bids are public information once quotations are tabulated and posted for public information.

26. **PROTESTS:** A protest procedure is available to Bidders who submitted a quote. Interested Bidders may submit protest to conditions that are stated in this document, if protested no later than 3 complete business days prior to Bid submission deadline. Following that date, Bidders that have not indicated a formal protest to the conditions, terms, decisions or approach shall waive their right to protest such issues. Following notice of the apparent successful Bidder, Bidders are allowed three (3) business days to file a protest of the acquisition with the City. Such protests may be regarding issues of award, but all issues regarding the specifications, structure, term or conditions, or anything described herein, must have been previously filed as described above. After the three- (3) business day period, Bidders waive the right to protest, and the City will proceed immediately to award. Bidders protesting must provide a written and signed statement by the protesting party. The protest must state the grounds for the protest with the specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested must also be stated. Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of the City;
- Errors in computing score;
- Non-compliance with procedures on the part of the City.

Upon receipt of protest, the City will hold a protest review. All available facts will be considered and the City will issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event that protest may affect the interest of another Bidder who submitted a Bid, such Bidders will be given an opportunity to submit its view and any relevant information on the protest to the City

The final determination of the protest shall either:

- Find the protest lacking in merit and uphold the City's action; or
- Find only technical or harmless errors in the City acquisition process and determine the City to be in substantial compliance and therefore reject the protest; or
- Find merit in the protest and provide the City options for correction including correcting the errors and re-evaluating the Bids, and/or reissuing the solicitation to being a new process; or make other findings and determine other courses of action as appropriate.

If the City determines that the Protest is without merit, the City will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will take place.

SCOPE OF WORK

(INSERT COMPLETE PROJECT SPECIFICATIONS)

**Small Works Quotation and Contract
City of Prosser
601 7th Street, Prosser, WA. 99350
Phone: (509) 786-2332 Fax: (509) 786-3717**

Vendor Information: Name Address: Phone: Fax: Email:	Project Name: Terms:	
	Accepted by Contractor:	Accepted by City:
City Information: City of Prosser Finance Department 601 7th Street Prosser, WA 99350 Ph: 509-786-2332 Fx: 509-786-3717	Authorized Representative	Authorized Representative
	Printed Name	Printed Name
	Date:	Date:

Send Contract Information & Billing to:

City of Prosser, Finance Department. 601 7th Street Prosser, WA 99350	Phone: 509-786-2332 E-mail: accountspayable@cityofprosser.com
---	---

Description

Amount

Project Name: Scope of Work: Document "Public Works Request for Quote and Proposal" is attached and is incorporated by reference. The "Scope of Work" section of the document outlines the scope of work for this project.	\$
<u>Start Date:</u> _____ <u>Completion Date:</u> _____	
See other side for terms & conditions	Total Amount Tax Rate = 8.3% Tax
	Purchase Price

Approved as to form:
CITY ATTORNEY

By: _____
Howard M. Saxton, III, City Attorney

Appendix I

This Public Works purchase contract includes the following terms and conditions as well as the information contained on the front side of this form.

(1) **ENTIRE AGREEMENT:** The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

(2) **CHANGES:** No alteration in any of the terms, conditions, price, product, quality or specifications of this contract will be effective without written consent of the Project Manager, _____.

(3) **TAXES:** Unless otherwise indicated, the Contractor agrees to pay all State of Washington sales or use tax. (Location code 0303)

(4) **BUSINESS REGISTRATION:** The Contractor is required to submit proof of a City business registration within ten (10) days of contract award. Failure to provide proof of a business registration may delay payment of invoices.

(5) **REJECTION:** All materials and/or services purchased herein are subject to approval by the purchaser. Any rejection of materials or services because of nonconformity to the terms and specifications of this contract will be at the Contractor's risk and expense.

(6) **WARRANTY:** The Contractor shall and hereby does warranty the work for a period of one (1) year after the date of final acceptance of the work by the City of Prosser. The Contractor shall repair or remove and replace any work that is found to be defective in workmanship and/or materials without expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted.

(7) **WASTE MATERIAL:** Contractor shall comply with all Federal, State and Local environmental health rules and regulations. If the Contractor has questions regarding compliance with such laws, Contractor shall contact the City at (509) 786-2332. All refuse and waste material shall be disposed of by the Contractor off the Owner's property, at the Contractor's expense. The Contractor shall immediately clean up any spilled material from Owner's property and adjacent roads.

(8) **GIFTS:** Washington State law prohibits City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with state law, the Consultant shall not give a gift of any kind to City employees or officials.

(9) **LIENS, CLAIMS AND ENCUMBRANCES:** Contractor warrants and represents that all goods and materials supplied under this contract are free and clear of all liens, claims or encumbrances of any kind.

(10) **SAVE HARMLESS:** Contractor shall protect, indemnify and save the City of Prosser harmless from and against any damage cost or liability for any injuries to persons or property arising from acts or omissions of Contractor, his employees, agents or subcontractors, howsoever caused.

(11) **PREVAILING WAGES:** Pursuant to RCW Chapter 39.12 and WAC 296-127, the Contractor shall pay not less than the prevailing rate determined by the State of Washington. Contractor shall pay the wage rates in effect at the date of contract execution. See Benton County rates at <http://www.lni.wa.gov/Trades/Licensing/PrevWage/WageRates/default.asp>. A copy of such prevailing rates of per diem wages shall be posted by the Contractor at the work site or local office.

The Contractor shall submit the "Statement of Intent" to the State Department of Labor & Industries (L&I). Upon final acceptance of the work, the Contractor shall submit an "Affidavit of Wages Paid".

(12) **PERFORMANCE & PAYMENT BOND OR 50% LETTER:** Pursuant to RCW Chapter 39.08, the Contractor shall make, execute and deliver to the City a performance and payment bond for the contract amount, which bond shall also cover all proved change orders. At the option of the Contractor, the Contractor may request in writing prior to the commencement of work that, in lieu of the performance and payment bond, the City retain 50% of the contract amount for a period of 30 calendar days after the date of final acceptance and settlement of any liens filed under RCW Chapter 60.28, whichever is later.

(13) **RETAINED PERCENTAGE:** In accordance with RCW Chapter 60.28, for contracts of \$2,500 or less, the City may release the retained percentage prior to the expiration of the sixty-day waiting period if (a) the Contractor has completed all work, (b) the City has made final acceptance of the project and (c) the Contractor has provided the City with an "Affidavit of Wages Paid", as provided in (11) herein.

(14) **INSURANCE:** The Contractor shall defend, indemnify and hold the City of Prosser and all of its employees harmless from any and all liabilities, claims, damages, costs or expenses (including reasonable attorneys' fees) arising from or relating to the work performed under this Agreement to the extent of the Contractor's negligence. The Contractor waives, with respect to the City of Prosser, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement. Contractor shall secure and maintain, at its own cost and expense, Comprehensive General Liability and Property Damage insurance in the amount of not less than \$1,000,000 for death or injury in any one occurrence and \$1,000,000 for property damage in any one occurrence which provides, at a minimum, the following coverage:

Premises and Operation; Explosions, Collapse and Underground Hazards (Where Applicable); Products/Completed Operations; Contractual Liability; Broad Form Property Damage; Independent Contractors; and Personal Injury.

Contractor shall secure and maintain, at its own cost and expense, Comprehensive Auto Liability insurance in the amount of not less than \$1,000,000 per occurrence which provides, at a minimum the following coverages:

Owned Vehicles; Non-Owned Vehicles; Hired Vehicles; Property Damage.

This coverage shall be issued from an insurance company authorized to do business in the State of Washington. The City of Prosser shall be named as additional insured on said insurance in a form acceptable to the City Attorney. The Contractor agrees to repair and replace all property of the City and all property of others damaged by the Contractor, Contractor's employees, subcontractors and agents. It is understood that the whole of the work under this contract is to be done at the Contractor's risk and that the Contractor is familiar with the conditions of materials, climatic conditions, and other contingencies likely to affect the work and has made their bid accordingly and that the Contractor will assume the responsibility and risk of all loss or damage to materials or work which may arise from any cause whatsoever prior to completion.

(15) **NONDISCRIMINATION:** The City of Prosser provides equal opportunity to all persons seeking or having access to its employment, services, and activities. The Contractor, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation, or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

(16) **TERMINATION:** In the event of a breach by Contractor of any of the provisions of this contract, the City of Prosser reserves the right to cancel and terminate this contract forthwith upon giving written notice to Contractor at his address listed on the reverse of this contract. Contractor shall be liable for damages suffered by the City resulting from Contractor's breach of contract.

(17) **INDEPENDENT CONTRACTOR:** The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the City. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract. The Contractor is not entitled to any City benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to City of Prosser employees. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, or representative of the Contractor shall be or deem to be or act or purport to act as an employee, agent, or representative of the City. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations. The Contractor agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do from the City's contract representative or designee.

(18) **COMPLIANCE WITH LAWS:** The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

Appendix I

DRAFT

Date

Company name
Contact name &
address

Re: Project Name _____,

Dear _____:

Attached is a copy of the contract for this project that has been executed by the City of Prosser.

Please note this is a public work project, Washington State prevailing wages are required.

Before work can begin the documents below must be provide to the City of Prosser

- Certificate of Insurance: Item 13 on the back of the contract. Provide a current copy of all insurance information.
- 50% Letter OR Performance and Payment Bond: Item 12 on the back of the contract. Bond to be executed by the successful Contractor and the Contractor's surety company.

Before the first payment the below documents must be provided to the City of Prosser.

- Intent to Pay Prevailing Wages: Item 10 on the back of the contract. Even Owner/Operators are required by L & I to provide an Intent to Pay Prevailing Wages.
- Detailed Invoice

Before final payment the below documents must be provided to the City of Prosser.

- Affidavit of Wages Paid: Item 11 on the back of the contract. Even Owner/Operators are required by L & I to provide this document.

We look forward to working with you.

Sincerely,

Project Manager, Title

Enclosures: Contract, Sample Forms

cc (w/o attachments): Finance Department, File

CITY OF PROSSER, WASHINGTON
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between The City of Prosser, a Municipal Corporation, hereinafter referred to as "City" and _____ hereinafter referred to as "Contractor".

RECITALS

WHEREAS, City desires to secure the professional services of Contractor; and

WHEREAS, Contractor represents and warrants that he/she is duly qualified and trained, to provide professional services; and

WHEREAS, City and Contractor wish to memorialize their Agreement in writing;

NOW THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties enter into the following:

AGREEMENT

1.00 ENGAGEMENT. City hereby engages Contractor to provide professional services.

2.00 DURATION OF AGREEMENT. This Agreement shall commence on _____.

3.00 SERVICES. Contractor shall provide professional services including, but not limited to: Professional Services and knowledge regarding the _____, and other necessary services pursuant to the terms and conditions hereinafter described.

4.00 COMPLIANCE WITH LAWS, RULES AND REGULATIONS. Contractor shall comply fully with all applicable laws, rules and regulations promulgated by the Federal Government and its agencies, the State of Washington and its agencies, and the Ordinances and policies of City. Contractor specifically agrees to obtain a City of Prosser business license prior to beginning work on the contract.

5.00 RENEGOTIATION. In the event federal, state or local government, or agencies thereof, promulgate laws or rules and regulations which affect the terms and conditions contained herein, this Agreement shall be immediately subject to renegotiation upon the initiative of either party.

6.00 ADMINISTRATION _____ shall administer this Agreement on behalf of the City.

7.00 RELATIONSHIP OF PARTIES. The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, servant or representative of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees except as otherwise expressly provided herein. Contractor shall be solely responsible for paying all employment taxes, including income tax, Social Security, Employment Security and Labor and Industries and any other such employment taxes that may arise to Contractor by way of services. Contractor shall defend and hold City

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harmless from any and all of the above stated taxes or employment assessments. Contractor will be solely and entirely responsible for its act and for the acts of any agents, employees, servants, subcontractors or representatives during the performance of this Agreement. In the performance of the services herein contemplated the Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, however, the result of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

8.00 **CONSIDERATION.** Subject to paragraph 12.00, below, and such other provisions as may be contained elsewhere herein, City agrees to pay Contractor \$_____ for the above work. Reimbursable expenses will be approved by Supervisor in advance and will be reimbursed in accordance with the rates set forth in the City of Prosser's Personnel Policy Manual. **Payment shall not exceed _____.** If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Contractor except for the work identified and set forth in this Contract.

9.00 **SUPPLIES, EQUIPMENT, SPACE, AND OWNERSHIP.** Subject to budgetary considerations and/or constraints, City shall furnish all supplies, equipment and space for Contractor to provide services under this Agreement. All finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.

10.00 **BILLING.** Contractor shall submit an invoice which describes all services provided and provides the amount due to City on a monthly basis on or before the 15th of each month for the prior month. Receipts will be provided to City for reimbursable expenses such as meals and hotels.

11.00 **DISPUTE RESOLUTION**

11.01 Any dispute arising from the interpretation or administration of the Agreement shall first be resolved by a meeting between Contractor and supervisor listed in 6.00. If closure is not reached at such meeting, the dispute shall be referred to the City Administrator of the City of Prosser. Upon hearing testimony from both the Contractor and supervisor, within seven (7) days of such hearing, the City Administrator shall render a written report which shall be final and binding upon Contractor.

12.00 **TERMINATION/TERM OF THE AGREEMENT**

12.01 The term of this agreement shall be for the 2011 calendar year commencing on _____.

12.02 Either party may terminate this Agreement without cause by delivering to the other fourteen (14) days written notice of such termination.

12.03 City may terminate this Agreement immediately and without prior notice provided such termination is for cause. "Cause" shall be defined as: (1) any material breach of an express provision contained in this Agreement, (2) failure of Contractor to perform or provide services as agreed upon herein or (3) death or disability of Contractor. In the event of termination for cause, Contractor or his/her heirs shall be entitled to any sums for which services has been provided prior to such termination.

13.00 GENERAL PROVISIONS

13.01 WAIVER. Failure by either party at any time to require performance by the other of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall waiver by him of any breach hereof be held to be a waiver of any succeeding breach, nor a waiver of this non-waiver clause.

13.02 BINDING EFFECT. The covenants, terms and conditions of this Agreement shall extend to, be binding upon and inure to the benefit of Contractor and City and to City's successors and assigns.

13.03 ASSIGNMENT. Nothing contained in this Agreement shall be construed to permit the assignment by Contractor of any right or obligations hereunder, and such assignment is expressly prohibited without the prior written approval of City.

13.04 INTERPRETATION. This Agreement shall be interpreted according to, and enforced under, the Laws of the State of Washington. Venue for any legal action under this Agreement shall be in Benton County, State of Washington.

13.05 SEVERABILITY. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such circumstances shall not affect any other provision(s) hereof, and this Agreement shall be construed as if such provisions had never been contained herein.

13.06 AMENDMENTS. This Agreement may be amended only by an instrument reduced to writing and signed by the parties hereto.

13.07 HOLD HARMLESS AND INDEMNIFICATION. The Contractor shall indemnify and hold the City and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, or in connection with, or incident to, the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers, this indemnity provisions shall be valid and enforceable only to the extent of the negligence of the Contractor; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees, and/or officers for damages or loss caused by the City's sole negligence. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Title 51 R.C.W., for the purposes of this Agreement. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

13.08 NOTICE. All notices, requests, demands and other communications required by or permitted under this Agreement shall be reduced to writing and deemed to have been duly given when received by the party to whom directed; Provided however, that notice shall be deemed conclusively given at the time of its deposit when sent by Certified or Registered mail, Return Receipt Requested, at the address as set forth below, or such other address as is hereafter designated by either party by written notice thereof to the other party.

CITY: City of Prosser
Attn: City Clerk

601 Seventh Street
Prosser, Washington 99350
(509) 786-2332

CONTRACTOR:

13.09 NUMBER, GENDER AND CAPTION. In construing this Agreement, it is understood that if the context so requires, the singular shall include the plural and the plural the singular. The masculine and neuter shall include the masculine, feminine and neuter as the context requires. All captions used herein are intended solely for convenience for reference, shall in no way limit any provision(s) of this Agreement and are not to be considered in the interpretation of its terms.

13.10 CONFLICT OF PROVISIONS. In case of conflict, the more specific provision of this Agreement shall control.

13.11 TIME. Time is of the essence of this Agreement.

13.12 ENTIRE AGREEMENT. This document is the entire, final and complete Agreement of the parties pertaining to the engagement of Contractor for professional services and supercedes and replaces all written and oral agreements heretofore made or existing by and between the parties insofar as the engagement hereinabove described is concerned.

13.13 DUPLICATE ORIGINALS. At the time of signing this Agreement, the parties acknowledged that two (2) copies were signed and each shall be treated as a duplicate original.

14.00 NON-DISCRIMINATION. Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, sexual orientation as defined in RCW 49.60.040, or the presence of any sensory, mental or physical handicap in violation of any applicable federal or state law or regulation and each party agrees to be an Equal Opportunity Employer.

15.00 TITLE VI. The following provisions apply to all City Contracts subject to TITLE VI and the regulations thereunder. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

15.01 COMPLIANCE WITH REGULATIONS. The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

15.02 NON-DISCRIMINATION. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section

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21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

15.03 SOLICITATIONS FOR SUB-CONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

15.04 INFORMATION AND REPORTS. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City, WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

15.05 SANCTIONS FOR NON-COMPLIANCE. In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the City shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

15.06 INCORPORATION OF PROVISIONS. The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the City or WSDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Signed and dated by the parties as hereinafter described:

CITY: By _____
MAYOR DATE

ATTEST:

CITY CLERK

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APPROVED AS TO FORM:

CITY ATTORNEY

CONTRACTOR:

DATE

PRINTED NAME

TITLE

City of Prosser, Washington
Small Public Works Construction Contract

This agreement, made in three copies, each of which shall be deemed original, and entered into as the date hereinafter affixed, by and between the City of Prosser, Washington, hereinafter called the Owner, and _____ hereinafter called the Contractor.

Witnesseth:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

I, The Contractor shall do all work and furnish all tools, materials, and equipment for the construction of _____ Project No. _____ in accordance with and as described in the attached proposal and/or plans and specifications for the amount bid, which are by this reference incorporated herein and image a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Unless modified by the proposal, work shall start within ten calendar days after execution of this contract and the issuance of a notice to proceed, and shall be completed in _____ working calendar days.

If said work is not completed within the time specified, the Contractor agrees to pay the Owner the sum specified in Section 1.08.9 of the 2004 WSDOT/APWA Standard Specifications for each and every working day said work remains uncompleted and after expiration of the specified time, as liquidated damages.

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof and shall guarantee said materials and work for a period of one year after completions of this contract, except as may be modified by the plans, specifications and/or contracts documents.

II. The City of Prosser, Washington, hereby promises and agrees with the Contractor to retain the Contractor to provide the materials and to perform the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all covenants contained herein.

IV. It is further provided that no liability shall attach to the City of Prosser, Washington, by reason of entering into this contract, except as expressly provided herein.

Indemnification. Contractor will indemnify, defend and hold harmless Owner, its agents, officers and employees from and against any and all liability, expense, including defense costs and attorney fees, and claims for damages of any nature whatsoever, including but not limited to

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worker's compensation suits, bodily injury, death, personal injury or property damage arising from or connected with its operations or services, liability or expense, arising from or connected with service performed on behalf of Contractor by any personnel pursuant to this Agreement.

Non-discrimination. Contractor agrees: (a) not to differentiate or discriminate in its provision of Services to Patients because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation or age.

Jeopardy; Severability. Notwithstanding anything to the contrary in this Agreement, if any term, covenant, condition or provision of this Agreement should be deemed to violate any future statute, regulation or ordinance, or be otherwise deemed illegal (collectively, "Jeopardy Event"), then the parties shall use their best efforts to meet forthwith and attempt to renegotiate this Agreement to remove or negate the effect of the Jeopardy Event. If the parties are unable to renegotiate this Agreement as specified above, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement, except as hereafter provided. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in economic effect to the stricken provision as is legally possible. However, if either party reasonably and in good faith determines that the finding of illegality or unenforceability adversely affects the material consideration for its performance under this Agreement, then such party may, at its option, by giving written notice to the other, terminate this Agreement.

Dispute Resolution.

a. All disputes which in any manner arise out of or relate to this Agreement or the subject matter thereof, shall be resolved exclusively by binding arbitration in accordance with the provisions of this section and the Commercial Arbitration Rules of the American Arbitration Association. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, a single arbitrator shall be selected in accordance with the Commercial Arbitration rules of the American Arbitration Association. The parties shall have the rights of discovery as provided for by applicable Washington law. Arbitration shall take place in Benton County unless the parties otherwise agree.

b. Notwithstanding the foregoing, because time is of the essence of this Agreement, the parties specifically reserve the right to seek a judicial temporary restraining order, preliminary injunction, or other similar short term equitable relief, and grant the arbitrator the right to make a final determination of the parties' rights, including whether to make permanent or dissolve such court order.

Miscellaneous Provisions.

a. All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

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If to Owner:

City of Prosser
601 7th Street,
Prosser, Washington 99350

Attention:
Mayor

If to Contractor:

Any party may change their address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- c. This Agreement (including the Exhibits and any attachments thereto, which are incorporated herein by this reference) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto, and no amendment shall be valid unless it is documented in a written instrument duly executed by the party or parties making such amendment.
- d. Nothing in this Agreement shall be construed to confer upon any person, any remedy or claim as third-party beneficiaries or otherwise.
- e. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any preceding or succeeding breach. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.
- f. Neither party may assign this Agreement nor any rights hereunder, nor may they delegate any of the duties to be performed hereunder without the prior written consent of the other party. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to it and their respective legal representatives, successors and assigns.
- g. The prevailing party in any arbitration or other action arising from this Agreement shall be awarded attorneys' fees and costs of all such arbitration or action.
- h. Each individual executing this Agreement on behalf of any entity which is a party to this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity. This Agreement may be signed in counterparts.

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In witness whereof the parties hereto have caused this agreement to be executed this _____ day of _____, 20_____.

City of Prosser, Washington

Mayor

Attested:

City Clerk

Contractor

Signature

Printed

Title

Federal Tax ID # _____

Approved as to form:

City Attorney

Checklist #1
Purchases from Vendor list or Purchasing Roster (state bid): \$0 - \$14,999

		Completed
STEP 1:	Determine purchasing need	<input type="checkbox"/>
1.1:	Note estimated scope and nature of the materials and/or equipment	<input type="checkbox"/>
STEP 2:	Obtain purchase approval from the Department Head to initiate purchase.	<input type="checkbox"/>
2.1:	Note: If estimated cost exceeds \$2,500 move to step 3, otherwise see step 5.	<input type="checkbox"/>
2.2:	If making a purchase using an intergovernmental purchasing contract (State Bid) see step 5.	<input type="checkbox"/>
STEP 3:	Solicit quotes from at least three (3) vendors from the City's approved Vendor Roster.	<input type="checkbox"/>
3.1:	Informal quotes are acceptable for purchases between \$2,500 - \$7,500	<input type="checkbox"/>
3.2:	Written quotes are required for purchases between \$7,500 - \$14,999	<input type="checkbox"/>
3.3:	Quotes should contain, at a minimum, the information necessary to complete the Supplier information on the Written Quote form.	<input type="checkbox"/>
3.4:	If there are not 3 vendors available, fewer quotes are OK.	<input type="checkbox"/>
STEP 4:	Obtain approval from Department Head and Mayor, or his designee, for purchase from the lowest responsible quote.	<input type="checkbox"/>
4.1:	All bids can be rejected for good cause by the City Council. If this happens, the process must be restarted.	<input type="checkbox"/>
STEP 5:	Enter into contact.	<input type="checkbox"/>
5.1:	A purchase order can be prepared in place of a contract for purchases between \$0-\$7,500	<input type="checkbox"/>
5.2:	Purchases which fall between \$7,500 and \$14,999 must be prepared on the approved contract form.	<input type="checkbox"/>
5.3:	If making purchase using an intergovernmental purchasing contract (State Bid) attach contract to purchase order.	<input type="checkbox"/>
STEP 6:	Make purchase from approved Vendor according to accepted terms.	<input type="checkbox"/>
STEP 7:	Notify Finance of the awarded contract/purchase. Information must including:	<input type="checkbox"/>
	<ul style="list-style-type: none"> ▪ Name of Vendor/Contractor ▪ Contractor's registration number (if applicable) ▪ Amount of the contract/award ▪ Brief description of the type of work performed. ▪ Date the contract was awarded ▪ Location where the bid quotations for the contract/award is available for public inspection. ▪ 	<input type="checkbox"/>

Checklist #1

STEP 8:	Bid quotes are public record and must be open to public inspection and available to the public by telephone inquiry.	<input type="checkbox"/>
STEP 9:	Follow City procedures for payment for purchased item(s) including processing of receipt, packing slip, etc.	<input type="checkbox"/>

a. REQUIREMENT REFERENCE CHART

Bid Format	No action: \$0 to \$2,500 Informal Quotes: \$2,500 to \$7,500 Written Quotes \$7,500 to \$14,999 From: Approved Vendor List or Approved Roster (i.e. State Bid, etc.)
Public Notice	Not Required
Bid Opening Format	N/A
Bid Recording	Required
Late Bids	Not allowed
Award Procedure	Lowest Responsible Bidder
Written Contract	Required
Small Works Process	N/A
Bid Bond	N/A
Performance Bond	N/A
5% Retainage	N/A
Maintenance Guaranty	Not Required (recommended when no warranty)
Prevailing Wage Affidavit	N/A
Intent to Pay Prevailing Wage	N/A

Checklist #2
**Purchase of Electronic Data Processing
 and Telecommunications Systems**

		Completed
STEP 1:	Determine purchasing need.	
1.1:	Prepare Request for Proposal (RFP). RFP must include: <ul style="list-style-type: none"> ▪ Estimated scope and nature needed equipment and/or system. ▪ Identify significant evaluation factors and their relative importance. Price may be one of the factors. 	<input type="checkbox"/>
STEP 2:	Obtain approval from the Council to initiate RFP process.	<input type="checkbox"/>
STEP 3:	Determine "Qualified Sources"	<input type="checkbox"/>
STEP 4:	Submit RFP to Qualified Sources	
4.1:	RFP shall be submitted to an adequate number of qualified sources to permit reasonable competition for the procurement process. "Adequate number of qualified sources" is at the City's discretion.	<input type="checkbox"/>
STEP 5:	Publish advertisement notice in newspaper(s).	
5.1:	Prosper Record Bulleting <ul style="list-style-type: none"> ▪ Should be published a once a week for at least two weeks. 	<input type="checkbox"/>
STEP 6:	RFP Evaluation Process	
6.1:	Develop RFP evaluation criteria for technical evaluation of the proposals received.	
6.2:	Put together RFP Evaluation Team	
6.3:	Distribute RFPs and Evaluation Criteria to Team Members.	
6.4:	Compile Evaluation Results	<input type="checkbox"/>
6.5:	Interview respondents if desired <ul style="list-style-type: none"> ▪ Award shall be made to the qualified bidder whose proposal is "most advantageous" to the City with price and other factors considered. 	
6.6:	Make award recommendation to City Council	
STEP 7:	Negotiate final pricing and contract document language with selected vendor if appropriate.	<input type="checkbox"/>
STEP 8:	Obtain approval from Council for purchase.	
8.1:	Any and all proposals can be rejected for good cause by the City Council	<input type="checkbox"/>
STEP 9: Make purchase from approved Vendor according to accepted terms.		
STEP 9:	Make purchase from approved Vendor according to accepted terms.	<input type="checkbox"/>
STEP 10: Follow City's procedures for payment for purchased item(s) including processing of receipt, packing slip, etc.		
STEP 10:	Follow City's procedures for payment for purchased item(s) including processing of receipt, packing slip, etc.	<input type="checkbox"/>
STEP 9: Make final preparations on two (2) original contract documents for execution.		
STEP 9:	Make final preparations on two (2) original contract documents for execution.	<input type="checkbox"/>
STEP 10: Obtain City Council Authorization to award contract		
STEP 10:	Obtain City Council Authorization to award contract	<input type="checkbox"/>
STEP 11: Send "Notice of Award" to selected Vendor. Notice of Award shall including:		
STEP 11:	Send "Notice of Award" to selected Vendor. Notice of Award shall including: <ul style="list-style-type: none"> ▪ Two (2) complete contract documents for signature. These 	<input type="checkbox"/>

Checklist #2

	<p>documents must be returned to City Clerk .</p> <ul style="list-style-type: none"> ▪ Requirement for contractor to provide all insurance information. <p>NOTE: Keep copy of original bid and contract document in project file.</p>	
STEP 12:	<p>Enter into contact.</p> <p>Contracts which exceed \$25,000 must be approved by the City Council.</p> <p>Both parties (Vendor & City) sign both original contract documents. One executed copy is returned to the Vendor, One executed copy is kept in the Clerk's Files.</p>	<input type="checkbox"/>
STEP 13:	Issue "Notice to Proceed".	<input type="checkbox"/>
STEP 14:	Schedule Pre-Construction meeting with Vendor if applicable.	<input type="checkbox"/>
STEP 15:	<p>Review the project file for completeness. The file must contain, at a minimum, the following:</p> <ul style="list-style-type: none"> ▪ Advertisement ▪ Payments for Advertisement ▪ Addendums and associated correspondence related to addendums ▪ Bid opening Bid Tab Sheets ▪ All bids received ▪ Engineers recommendation and certified bid tab ▪ Council "Authorization to Award" memo ▪ Award Letter ▪ Council "Authorization for Contract Execution" and "Notice to Proceed" ▪ Bid Bond return letters. 	<input type="checkbox"/>
STEP 16:	Follow City procedures and contract requirements for payment for the contract services.	<input type="checkbox"/>

REQUIREMENT REFERENCE CHART

Bid Format	Competitive Bid or Competitive Negotiation
Public Notice	Required
Bid Opening Format	N/A
Bid Recording	Required
Late Bids	Not allowed
Award Procedure	Most advantageous, qualified bidder
Written Contract	Required
Small Works Process	N/A
Bid Bond	Optional
Performance Bond	Optional
5% Retainage	Required
Maintenance Guaranty	Recommended
Prevailing Wage Affidavit	Required when Public Work part of contract
Intent to Pay Prevailing Wage	Required when Public Work part of contract

Checklist #3

Small Works Check List (\$7,500 - \$300,000)

Admin Policy 004-6.3.10	Completed
STEP 1: Prepare contract bid documents. This may include: 1.1: Sample Small Works Contract 1.2: Plans 1.3: Specification 1.4: Bid Schedule	<input type="checkbox"/>
STEP 2: Determine Cost Estimate for Project	<input type="checkbox"/>
STEP 3: Obtain concurrence of cost estimate and note in file	<input type="checkbox"/>
STEP 4: Solicit at least three written bids from contractors from the City's approved Small Works Roster.	<input type="checkbox"/>
STEP 5: Review Bids and make recommendation to Mayor, or his designee, to enter into contract with the "lowest responsible bidder".	<input type="checkbox"/>
STEP 6: Make final preparations on two (2) original contract documents for execution.	<input type="checkbox"/>
STEP 7: Enter into contact. All contracts which exceed \$25,000 must be approved by the City Council Contracts under \$25,000 which are budgeted for can be administratively approved by the Mayor or his designee. Both parties (contractor & City) sign both original contract documents. One executed copy is returned to the contractor, One executed copy is kept by the City Clerk	<input type="checkbox"/>
STEP 8: Schedule Pre-Construction meeting with Contractor.	<input type="checkbox"/>
STEP 9: Obtain Insurance documents and Bonds as appropriate.	<input type="checkbox"/>
STEP 10: Issue Contractor "Notice to Proceed"	<input type="checkbox"/>
STEP 11: Notify Finance of the awarded contract/purchase. Information must including: <ul style="list-style-type: none"> ▪ Name of Vendor/Contractor ▪ Contractor's registration number (if applicable) ▪ Amount of the contract/award ▪ Brief description of the type of work performed. ▪ Date the contract was awarded ▪ Location where the bid quotations for the contract/award is available for public inspection. 	<input type="checkbox"/>
STEP 12: Bid quotes are public record and must be open to public inspection and available to the public by telephone inquiry. If the Limited Works procedure is used, bid quotes must also be made available by electronic request.	<input type="checkbox"/>
STEP 13: Follow City procedures and contract requirements for payment for the contract services.	<input type="checkbox"/>

a. REQUIREMENT REFERENCE CHART

6.3.10	Small Works Roster >\$35,000 and ≤\$300,000	Limited Works >\$20,000 and <\$35,000
Bid Format	Quotes: written, telephone, or electronic	Quotes: written or electronic
Public Notice	May be required	Not Required
Bid Opening Format	N/A	N/A
Bid Recording	Required	Required
Late Bids	Not Allowed	Not allowed
Award Procedure	Lowest Responsible Bidder	Lowest Responsible Bidder
Written Contract	Required	Required
Limited Works Process	Allowed for project <\$35,000	N/A
Bid Bond	Required – 5%	Not Required
Performance Bond	Required	May be waived (appendix G)
5% Retainage	Required	May be waived (appendix G)
Maintenance Guaranty	Optional (Recommended for equipment and system purchases)	Optional (Recommended for equipment and system purchases)
Prevailing Wage Affidavit	Required	Required
Intent to Pay Prevailing Wage	Required	Required

Checklist #4

Small Purchases and Work (Public Works): \$2,500 - \$7,500

No contract (but PO) is required for this size of purchase or project.

		Completed
STEP 1:	Determine purchasing need and document need including specifics on Telephone Quote Form (See Form in Appendix H)	<input type="checkbox"/>
STEP 2:	Obtain purchase approval from the Department Head or Supervisor with purchase authority to initiate purchase.	<input type="checkbox"/>
STEP 3:	Is this a purchase of materials(s), equipment, or supplies(s); or for work to be done? ALL work performed by an outside contractor must comply with the Prevailing Wage requirements.	<input type="checkbox"/>
STEP 4:	Determine purchasing method. WORK: When obtaining quotes/bids/confirmation of pricing for work to be performed, you must inform the Vendor/Contractor (verbally or in writing) that this is a prevailing wage project as this may affect bid pricing.	<input type="checkbox"/>
Alternate 1:	Is item to be purchased, or work to be done, available under a contract already established between the District and a specific vendor? If yes, continue following Alternate 1 steps. If no, skip to next alternate.	<input type="checkbox"/>
1.1:	Note Contract Number on Telephone Quote Form.	<input type="checkbox"/>
1.2:	Obtain verbal confirmation of purchase price or job cost and note confirmation information on Telephone Quote Form. Also note quoted purchase price on Form.	<input type="checkbox"/>
1.3:	Obtain approval from Department Head (or Supervisor if appropriate) to make purchase from this process.	<input type="checkbox"/>
Alternate 2:	Is the item to be purchased, or work to be done, available from a Vendor/Contractor authorized under state contract? If yes, continue following Alternate 2 steps. If no, skip to next alternate.	<input type="checkbox"/>
2.1:	Note State Contract Number on Telephone Quote Form.	<input type="checkbox"/>
2.2:	Obtain verbal, written, or electronic (on-line pricing acceptable) confirmation of purchase price from authorized vendor/contractor under State Contract. Note quoted purchase price(s) on Form.	<input type="checkbox"/>
2.3:	Obtain approval from Department Head (or Supervisor if appropriate) to make purchase from this process. If more than one quote was obtained, make purchase recommendation.	<input type="checkbox"/>
Alternate 3:	Is the item to be purchased, or work to be done, available from a Vendor on the City's approved vendor list or a contractor on the Small Works Roster? If yes, continue following Alternate 3 steps. If no, skip to next alternate.	<input type="checkbox"/>
3.1:	Complete top portion of the Telephone Quote form.	<input type="checkbox"/>

3.2:	Solicit verbal quotes from a minimum of 3 vendors/contractors from the appropriate approved list. Quotes should contain, at a minimum, the information necessary to complete the Supplier information on the Telephone Quote form. Complete form information from quotes.	<input type="checkbox"/>
3.3:	Obtain approval from appropriate Department Head (or Supervisor if appropriate) for purchase from the lowest responsible quote.	<input type="checkbox"/>
3.4:	Enter into contract, if required. If not required, skip this step. The mayor, or his designee, is authorized to administratively enter into contracts of this size.	<input type="checkbox"/>
Alternate 4:	If no Alternates above apply, make the purchase, or hire the work, using the following steps.	<input type="checkbox"/>
4.1:	Complete top portion of the Telephone Quote form.	<input type="checkbox"/>
4.2:	Solicit verbal quotes from a minimum of 3 vendors/contractors that supply the item(s) or perform work required. Quotes should contain, at a minimum, the information necessary to complete the Supplier information on the Telephone Quote form. Complete form information from quotes.	<input type="checkbox"/>
4.3:	Obtain approval from appropriate Department Head (or Supervisor if appropriate) for purchase from the lowest responsible quote. Give priority to local vendors whenever feasible.	<input type="checkbox"/>
4.4:	Enter into contract, if required. If not required, skip this step. The mayor, or his designee, is authorized to administratively enter into contracts of this size. When the contract is for work, the contract must contain prevailing wage language.	<input type="checkbox"/>
STEP 5:	WORK: Skip to Step 7 Material(s), Equipment, Supplies Make purchase from approved Vendor according to accepted terms.	<input type="checkbox"/>
STEP 6:	Follow City procedures for payment for purchased item(s) including processing of receipt, packing slip, etc. DONE	<input type="checkbox"/>
STEP 7:	Obtain a "Statement of Intent to Pay Prevailing Wages" that has been approved by the Department of Labor & Industries, Industrial Statistician. This should be provided by the Contractor and can also be found on the L&I Web Site.	<input type="checkbox"/>
STEP 8:	Hire selected contractor according to accepted terms.	<input type="checkbox"/>
STEP 9:	When job is finished, obtain an "Affidavit of Wages Paid" that has been approved by the Department of Labor & Industries, Industrial Statistician.	<input type="checkbox"/>
STEP 10:	Follow City procedures for payment for work completed.	<input type="checkbox"/>

REQUIREMENT REFERENCE CHART

	\$2,500-\$7,500 Section 6.3.10.4
Bid Format	Phone or Electronic Quotes
Public Notice	N/A
Bid Opening Format	N/A
Bid Recording	N/A
Late Bids	N/A
Award Procedure	N/A
Written Contract	Required (Purchase Order)
Small Works Process	Allowed
Bid Bond	Not Required
Performance Bond	Not Required
5% Retainage	Not Required
Maintenance Guaranty	N/A

Checklist #5

Small Purchases and Work (Public Works): \$0 - \$2,500

		Completed
STEP 1:	Determine purchasing need.	<input type="checkbox"/>
STEP 2:	Obtain purchase approval from the Department Head or Supervisor with purchase authority to initiate purchase.	<input type="checkbox"/>
STEP 3:	Is this a purchase of materials(s), equipment, or supplies(s); or for work to be done? WORK: ALL work performed by an outside contractor must comply with the Prevailing Wage requirements. When obtaining quotes/bids/confirmation of pricing for work to be performed, you must inform the Vendor/Contractor (verbally or in writing) that this is a prevailing wage project as this may affect bid pricing.	<input type="checkbox"/>
STEP 4:	Identify/Locate Vendor. Vendors for items to be purchased or work to be done should be selected based on the following priority: <ul style="list-style-type: none"> • Available under a contract already established between the City and a specific vendor. • Available from a Vendor/Contractor authorized under state contract? • Available from a Vendor on the City's approved vendor list or a contractor on the Small Works Roster • Other vendor offering product or work. 	
STEP 5:	Purchase Item or schedule work. <ul style="list-style-type: none"> • \$0- \$2,500 – no additional action necessary skip to step 6 	<input type="checkbox"/>
STEP 6:	WORK: Skip to Step 6 Follow City procedures for payment for purchased item(s) including processing of receipt, packing slip, etc. PURCHASE PROCEDURE COMPLETE	<input type="checkbox"/>
STEP 7:	Obtain a "Statement of Intent to Pay Prevailing Wages" that has been approved by the Department of Labor & Industries, Industrial Statistician. This should be provided by the Contractor and can also be found on the L&I Web Site.	<input type="checkbox"/>
STEP 8:	Hire selected contractor according to accepted terms.	<input type="checkbox"/>
STEP 9:	When job is finished, obtain an "Affidavit of Wages Paid" that has been approved by the Department of Labor & Industries, Industrial Statistician.	<input type="checkbox"/>
STEP 10:	Follow City procedures for payment for work completed.	<input type="checkbox"/>

REQUIREMENT REFERENCE CHART

	\$0-\$2,500 Section 6.3.10.4
Bid Format	Not Required
Public Notice	N/A
Bid Opening Format	N/A
Bid Recording	N/A
Late Bids	N/A
Award Procedure	N/A
Written Contract	Not Required
Small Works Process	Allowed
Bid Bond	Not Required
Performance Bond	Not Required
5% Retainage	Not Required
Maintenance Guaranty	N/A

Checklist #6

Competitive Bidding Checklist (Work over \$300,000)

Reference Policy 6.4	Completed
STEP 1: Prepare contract bid documents. This may include 1.1: Sample Contract 1.2: Plans 1.3: Specification 1.4: Bid Schedule	<input type="checkbox"/>
STEP 2: Determine Cost Estimate for Project	<input type="checkbox"/>
STEP 3: Obtain concurrence of cost estimate and note in file	<input type="checkbox"/>
STEP 4: Obtain Permits and Right of Way	<input type="checkbox"/>
STEP 5: Obtain Board authorization to advertise project for bids	<input type="checkbox"/>
STEP 6: Publish advertisement notice in newspaper(s). <ul style="list-style-type: none"> ▪ Prosser Record Bulletin (required) ▪ Other publication (i.e. Daily Journal of Commerce) ▪ Must advertise at least once a week for two weeks. 	<input type="checkbox"/>
STEP 7: Notify front desk when the project has been advertised. <ul style="list-style-type: none"> ▪ Provide bid set to front desk to be made available for on-site examination. ▪ Front desk staff shall date stamp and note time of receipt on all submitted bids. 	<input type="checkbox"/>
STEP 8: Bid Period – During this time, bid documents are distributed, prospective bidders may submit questions, Pre-Bid meeting may be held, Bid addendums may be prepared and distributed. <ul style="list-style-type: none"> ▪ These tasks are generally the responsibility of the Consulting Engineer/Architect for the project. ▪ Prepare Bid Tab Sheet 	<input type="checkbox"/>
STEP 9: Hold Bid Opening <ul style="list-style-type: none"> ▪ Remind front desk staff one day in advance: staff shall date stamp and note time of receipt on all submitted bids. ▪ Minimum of two staff members shall be present at Bid Opening. ▪ Disclose only the name of the bidder and the total bid price for the bid. ▪ Note bid information on tab sheet during bid opening and reading of bids. 	<input type="checkbox"/>

STEP 10:	<p>Review Bids for accuracy, check qualification information, and request any required supplemental bidder criteria.</p> <ul style="list-style-type: none"> ▪ These tasks are generally the responsibility of Consulting Engineer/Architect. ▪ Obtain letter from Consultant of their award recommendation and certified bid tabs. ▪ 	<input type="checkbox"/>
STEP 11:	<p>Make final preparations on two (2) original contract documents for execution.</p>	<input type="checkbox"/>
STEP 12:	<p>Obtain Board Authorization to award contract</p>	<input type="checkbox"/>
STEP 13:	<p>Send "Notice of Award" to selected contractor. Notice of Award shall including:</p> <ul style="list-style-type: none"> ▪ Two (2) complete bid documents (original bid and one copy) for signature. These documents must be returned to City Clerk . ▪ Two (2) complete contract documents for signature. These documents must be returned to City Clerk . ▪ Requirement for contractor to provide all bonds ▪ Requirement for contractor to provide all insurance information. <p>NOTE: Keep copy of original bid and contract document in project file.</p>	<input type="checkbox"/>
STEP 14:	<p>Enter into contact. All contracts must be approved by the City Council. Both parties (contractor & City) sign both original contract documents. One executed copy is returned to the contractor, One executed copy is kept in the contract files in the vault.</p>	<input type="checkbox"/>
STEP 15:	<p>Obtain necessary Prevailing Wage Documentation including "Intent to Pay Prevailing Wages"</p>	<input type="checkbox"/>
STEP 16:	<p>Issue Contractor "Notice to Proceed"</p>	<input type="checkbox"/>
STEP 17:	<p>Schedule Pre-Construction meeting with Contractor.</p>	<input type="checkbox"/>
STEP 18:	<p>Return bid bonds to all other bidders.</p>	<input type="checkbox"/>
STEP 19:	<p>Review the project file for completeness. The file must contain, at a minimum, the following:</p> <ul style="list-style-type: none"> ▪ Council Authorization to Advertise ▪ Advertisement ▪ Payments for Advertisement ▪ Addendums and associated correspondence related to addendums ▪ Bid opening Bid Tab Sheets ▪ All bids received ▪ Engineers recommendation and certified bid tab ▪ Council "Authorization to Award" memo ▪ Award Letter ▪ Council "Authorization for Contract Execution" and 	<input type="checkbox"/>

	<p align="center">"Notice to Proceed"</p> <ul style="list-style-type: none"> ▪ Bid Bond return letters. 	
STEP 20:	Obtain necessary Prevailing Wage Documentation including "Affidavit of Wages Paid"	<input type="checkbox"/>
STEP 21:	Follow City procedures and contract requirements for payment for the contract services.	<input type="checkbox"/>
STEP 22:	Upon project completion prepare notice of "Project Completion" and submit to Department of Revenue, L&I, and employment security. Retainage can be released once verifications are received from each agency.	<input type="checkbox"/>

Requirement Reference Chart

Bid Format	Written
Public Notice	Required
Bid Opening Format	Public
Bid Recording	Required
Late Bids	Not allowed
Award Procedure	Lowest Responsible Bidder
Written Contract	Required
Small Works Process	Not Allowed
Bid Bond	5% Required
Performance Bond	Required
5% Retainage	Required
Maintenance Guaranty	Optional (Recommended for equipment and system purchases)
Prevailing Wage Affidavit 39.12.040(1)	Required
Intent to Pay Prevailing Wage 39.12.040(1)	Required (Must be approved by L&I prior to submittal to City)

Checklist #7
Competitive Bid Checklist
(Equipment & Materials over \$15,000)

Reference Policy 6.4	Completed
STEP 1: Prepare contract bid documents. This may include 1.1: Sample Contract 1.2: Specification 1.3: Bid Schedule	<input type="checkbox"/>
STEP 2: Determine Cost Estimate for Project	<input type="checkbox"/>
STEP 3: Obtain concurrence of cost estimate and note in file	<input type="checkbox"/>
STEP 4: Obtain Council authorization to advertise for bids	<input type="checkbox"/>
STEP 5: Publish advertisement notice in newspaper(s). <ul style="list-style-type: none"> ▪ Prosser Record Bulletin ▪ Advertise at least once a week for two weeks. 	<input type="checkbox"/>
STEP 6: Notify front desk when the bid request has been advertised. <ul style="list-style-type: none"> ▪ Provide bid set to front desk to be made available for on-site examination. ▪ Front desk staff shall date stamp and note time of receipt on all submitted bids. 	<input type="checkbox"/>
STEP 7: Bid Period – During this time, bid documents are distributed, prospective bidders may submit questions, Pre-Bid meeting may be held, Bid addendums may be prepared and distributed. <ul style="list-style-type: none"> ▪ Prepare Bid Tab Sheet 	<input type="checkbox"/>
STEP 8: Hold Bid Opening <ul style="list-style-type: none"> ▪ Remind front desk staff one day in advance: staff shall date stamp and note time of receipt on all submitted bids. ▪ Minimum of two staff members shall be present at Bid Opening. ▪ Disclose only the name of the bidder and the total bid price for the bid. ▪ Note bid information on tab sheet during bid opening and reading of bids. 	<input type="checkbox"/>
STEP 9: Review Bids for accuracy and check qualification information <ul style="list-style-type: none"> ▪ Make staff recommendation, prepare memo 	<input type="checkbox"/>
STEP 10: Make final preparations on two (2) original contract documents for execution.	<input type="checkbox"/>
STEP 11: Obtain Council Authorization to award contract	<input type="checkbox"/>
STEP 12: Send “Notice of Award” to selected contractor. Notice of Award shall including: <ul style="list-style-type: none"> ▪ Two (2) complete contract documents for signature. These documents must be returned to City . ▪ Requirement for contractor to provide all bonds ▪ Requirement for contractor to provide all insurance information. 	<input type="checkbox"/>

STEP 13:	Enter into contact. All contracts must be approved by the City Council. Both parties (contractor & City) sign both original contract documents. One executed copy is returned to the contractor, One executed copy is kept in the contract files in the vault.	<input type="checkbox"/>
STEP 14:	Initiate Purchase	<input type="checkbox"/>
STEP 15:	Review the project file for completeness. The file must contain, at a minimum, the following: <ul style="list-style-type: none"> ▪ Council Authorization to Advertise ▪ Advertisement ▪ Payments for Advertisement ▪ Addendums and associated correspondence related to addendums ▪ Bid opening Bid Tab Sheets ▪ All bids received ▪ Council "Authorization to Award" memo ▪ Award Letter ▪ Council "Authorization for Contract Execution" and "Notice to Award" ▪ Bid Bond return letters. 	<input type="checkbox"/>
STEP 16:	Follow City procedures and contract requirements for payment.	<input type="checkbox"/>

Requirement Reference Chart

Bid Format	Written
Public Notice	Required
Bid Opening Format	Public
Bid Recording	Required
Late Bids	Not allowed
Award Procedure	Lowest Responsible Bidder
Written Contract	Required
Small Works Process	Not Allowed
Bid Bond	5% Required
Performance Bond	Required
5% Retainage	Required
Maintenance Guaranty	Optional (Recommended for equipment and system purchases)
Prevailing Wage Affidavit 39.12.040(1)	Required
Intent to Pay Prevailing Wage 39.12.040(1)	Required (Must be approved by L&I prior to submittal to City)

Checklist #8

Professional Services: <\$150,000

	Completed
STEP 1: Determine general scope and nature of the project or work for which services are needed.	<input type="checkbox"/>
STEP 2: Obtain City authorization to obtain requested services. NOTE: If the expenditure was approved in your department budget and the cost does not exceed \$50,000, you do not need to obtain City Council authorization to obtain the services. Instead, inform the Council of intent to obtain the services either verbally or in writing.	<input type="checkbox"/>
STEP 3: Select professional service provider from Professional Services Roster. Roster maintained by MRSC.	<input type="checkbox"/>
STEP 4: Negotiate Contract for services. Use standard contract template. (attachment J)	<input type="checkbox"/>
STEP 5: Prepare two (2) original contract documents for execution by Consultant.	<input type="checkbox"/>
STEP 6: Obtain two (2) original executed contract documents from the Consultant and prepare for authorization for Mayor to execute contracts. If the contract is not for a budgeted expense or exceeds \$50,000 the contract must be approved by the City Council. If the contract is budgeted for and the expense is \$50,000 or less, the Mayor may execute the contract.	<input type="checkbox"/>
STEP 7: Contract executed One executed copy is returned to the contractor, One executed copy is kept in the Clerks Files with current insurance certificate.	<input type="checkbox"/>
STEP 8: Initiate Project.	<input type="checkbox"/>
STEP 9: Follow City procedures and contract requirements for payment.	<input type="checkbox"/>

REQUIREMENT REFERENCE CHART

	<\$150,000	>=\$150,000
Bid Format	Contract Negotiation	Request for Qualifications
Public Notice	Required (Annually)	Required
Bid Opening Format	N/A	N/A
Bid Recording	N/A	N/A
Late Bids	N/A	N/A
Award Procedure	Most highly qualified to provide services	Most highly qualified to provide services
Written Contract	Required	Required
Small Works Process	N/A	N/A
Bid Bond	N/A	N/A
Performance Bond	N/A	N/A
5% Retainage	N/A	N/A
Maintenance Guaranty	N/A	N/A
Prevailing Wage Affidavit	N/A	N/A
Intent to Pay Prevailing Wage	N/A	N/A

Checklist #9
Professional Services: >=\$150,000

		Completed
STEP 1:	Determine general scope and nature of the project or work for which services are needed.	<input type="checkbox"/>
STEP 2:	Prepare Request for Proposal (RFP)	
STEP 3:	Notify Council of intent to advertise for Request for Proposal. A copy of the City's standard RFP is available, please see attachment B.	<input type="checkbox"/>
STEP 4:	Publish advertisement notice in newspaper(s). <ul style="list-style-type: none"> ▪ Prosser Record Bulletin ▪ Review funding requirements if necessary ▪ Publication should be one a week for at least two weeks. 	<input type="checkbox"/>
STEP 5:	Determine Evaluation Criteria and obtain Department Head approval of criteria.	<input type="checkbox"/>
STEP 6:	Evaluate proposals submitted by firms.	<input type="checkbox"/>
STEP 7:	Shortlist firms based on evaluation criteria for interviews and conduct interviews <ul style="list-style-type: none"> ▪ Discussions shall be held with one or more firms. ▪ Interviews/Discussions should cover: anticipated concepts and alternative methods of approach for furnishing the required services. ▪ Check References 	<input type="checkbox"/>
STEP 8:	Make selection recommendation <ul style="list-style-type: none"> ▪ The selected firm should be the firm that is deemed to be the "most highly qualified to provide the services required for the proposed project." 	<input type="checkbox"/>
STEP 9:	Obtain Council authorization to move to contract negotiation with selected firm.	
STEP 10:	Negotiate Contract for services. NOTE: Any changes to the City's standard contract must be approved by the Department Head and/or City Attorney.	<input type="checkbox"/>
STEP 11:	Make final preparations on two (2) original contract documents for execution.	<input type="checkbox"/>
STEP 12:	Enter into contract. All contracts must be approved by the City Council. Both parties (contractor & City) sign both original contract documents. One executed copy is returned to the contractor, One executed copy is kept in the contract files in Clerk's Files	<input type="checkbox"/>

STEP 13:	Initiate Project.	<input type="checkbox"/>
STEP 14:	Follow City's procedures and contract requirements for payment.	<input type="checkbox"/>

REQUIREMENT REFERENCE CHART

	<\$150,000	>=\$150,000
Bid Format	Contract Negotiation	Request for Qualifications
Public Notice	Required (Annually)	Required
Bid Opening Format	N/A	N/A
Bid Recording	N/A	N/A
Late Bids	N/A	N/A
Award Procedure	Most highly qualified to provide services	Most highly qualified to provide services
Written Contract	Required	Required
Small Works Process	N/A	N/A
Bid Bond	N/A	N/A
Performance Bond	N/A	N/A
5% Retainage	N/A	N/A
Maintenance Guaranty	N/A	N/A
Prevailing Wage Affidavit	N/A	N/A
Intent to Pay Prevailing Wage	N/A	N/A

Checklist #10
Personal Services: \$0 - \$4,999

		Completed
STEP 1:	Determine general scope and nature of the project or work for which services are needed.	<input type="checkbox"/>
STEP 2:	Telephone bids are optional. If used, contact at least 3 firms and document: <ul style="list-style-type: none"> ▪ Requested price ▪ Schedule ▪ Qualifications 	<input type="checkbox"/>
STEP 3:	Select Firm	<input type="checkbox"/>
STEP 4:	Negotiate Contract for services.	<input type="checkbox"/>
STEP 5:	Make final preparations on two (2) original contract documents for execution.	<input type="checkbox"/>
STEP 6:	Obtain Department Head Authorization to award contract	<input type="checkbox"/>
STEP 7:	Send "Notice of Award" to selected firm. Notice of Award shall include: <ul style="list-style-type: none"> ▪ Two (2) complete contract documents for signature. These documents must be returned to City Clerk 	<input type="checkbox"/>
STEP 8:	Enter into contact. All contracts must be approved by the Mayor or his designee at this spending level. Both parties (contractor & City) sign both original contract documents. One executed copy is returned to the contractor, One executed copy is kept in the contract files in the Clerk's Files	<input type="checkbox"/>
STEP 9:	Initiate Project.	<input type="checkbox"/>
STEP 10:	Follow City procedures and contract requirements for payment.	<input type="checkbox"/>

REQUIREMENT REFERENCE CHART

	\$1-\$4,999	\$5,000-\$9,999	\$10,000 or More
Bid Format	Not Required	Written Quotes	RFP/RFQ Process
Public Notice		N/A	
Bid Opening Format		N/A	
Bid Recording		N/A	
Late Bids		N/A	
Award Procedure		N/A	
Written Contract		Required	
Small Works Process		Allowed	
Bid Bond		N/A	
Performance Bond		N/A	
5% Retainage		N/A	
Maintenance Guaranty		N/A	
Prevailing Wage Affidavit		N/A	
Intent to Pay Prevailing Wage		N/A	

Checklist #11
Personal Services: \$5,000 - \$9,999

		Completed
STEP 1:	Determine general scope and nature of the project or work for which services are needed. Prepare Request for Qualifications document including: <ul style="list-style-type: none"> ▪ Description of services required ▪ Project schedule ▪ Request for consultant's qualifications ▪ Request for costs or fees ▪ Due date for responses ▪ Acceptable method for return of proposal request documents (i.e. fax, email, regular mail) 	<input type="checkbox"/>
STEP 2:	Send Request for Qualifications document to a minimum of three (3) firms or individuals. <ul style="list-style-type: none"> ▪ This may be done via fax, email, or regular mail. 	<input type="checkbox"/>
STEP 3:	Obtain responses to Request for Qualifications. <ul style="list-style-type: none"> ▪ Responses may be received via fax, email, or regular mail. 	<input type="checkbox"/>
STEP 4:	Evaluate responses and select Firm <ul style="list-style-type: none"> ▪ Project file must document the following: Names of firms solicited; copy of solicitation document; copy of bids received; basis for award decision; and copy of the contract. 	<input type="checkbox"/>
STEP 5:	Negotiate Contract for services.	<input type="checkbox"/>
STEP 6:	Make final preparations on two (2) original contract documents for execution.	<input type="checkbox"/>
STEP 7:	Obtain Council Authorization to award contract	<input type="checkbox"/>
STEP 8:	Send "Notice of Award" to selected firm. Notice of Award shall include: <ul style="list-style-type: none"> ▪ Two (2) complete contract documents for signature. These documents must be returned to City Clerk 	<input type="checkbox"/>
STEP 9:	Enter into contact. All contracts must be approved by the Mayor or his designee at this spending level. Both parties (contractor & City) sign both original contract documents. One executed copy is returned to the contractor, One executed copy is kept in the contract files in the Clerk's Files	<input type="checkbox"/>
STEP 10:	Initiate Project.	<input type="checkbox"/>
STEP 11:	Follow City procedures and contract requirements for payment.	<input type="checkbox"/>

a. REQUIREMENT REFERENCE CHART

	\$1-\$4,999	\$5,000-\$9,999	\$10,000 or More
Bid Format	Not Required	Written Quotes	RFP/RFQ Process
Public Notice		N/A	
Bid Opening Format		N/A	
Bid Recording		N/A	
Late Bids		N/A	
Award Procedure		N/A	
Written Contract		Required	
Small Works Process		Allowed	
Bid Bond		N/A	
Performance Bond		N/A	
5% Retainage		N/A	
Maintenance Guaranty		N/A	
Prevailing Wage Affidavit		N/A	
Intent to Pay Prevailing Wage		N/A	

Checklist #12
Personal Services: \$10,000 or more

		Completed
STEP 1:	Formal Competition is required: Determine general scope and nature of the project or work for which services are needed.	<input type="checkbox"/>
STEP 2:	Prepare formal solicitation document. This may be in the form of Request for Proposals (RFP) or Request for Qualifications/Quotations (RFQ). The following items should be included: <ul style="list-style-type: none"> ▪ Description of services required ▪ Project schedule ▪ Request for consultant's qualifications ▪ Request for costs or fees ▪ Due date for responses ▪ Evaluation process ▪ Acceptable method for return of proposal request documents (i.e. fax, email, regular mail) 	<input type="checkbox"/>
STEP 3:	Obtain Council authorization to advertise for bids	<input type="checkbox"/>
STEP 4:	Publish advertisement notice in newspaper(s). <ul style="list-style-type: none"> ▪ Prosser Record Bulletin ▪ Should be posted at least one a week for two weeks. 	<input type="checkbox"/>
STEP 5:	Issue RFP or RFQ to a minimum of three (3) firms/businesses. Alternative: Send notices that opportunity is posted on City's website.	<input type="checkbox"/>
STEP 6:	RFP/RFQ process <ul style="list-style-type: none"> ▪ Conduct pre-proposal conference if desired ▪ Provide answers to bidder's questions ▪ Notify of any addendums ▪ Date and time stamp proposals received 	<input type="checkbox"/>
STEP 7:	Evaluation Process	
7.1:	Develop evaluation criteria for evaluation of the proposals received.	
7.2:	Put together Evaluation Team: Use a minimum of three (3) evaluators.	<input type="checkbox"/>
7.3:	Distribute RFP or RFQ and Evaluation Criteria to Team Members.	
7.4:	Compile Evaluation Results	
7.5:	Interview respondents if desired	
7.6:	Make award recommendation to Council	
STEP 8:	Select Firm: Notify successful and unsuccessful firms.	<input type="checkbox"/>
STEP 9:	Negotiate Contract for services.	
STEP 10:	Make final preparations on two (2) original contract documents for execution.	<input type="checkbox"/>
STEP 11:	Obtain Department Head Authorization to award contract	<input type="checkbox"/>

STEP 12:	Send "Notice of Award" to selected firm. Notice of Award shall including: <ul style="list-style-type: none"> ▪ Two (2) complete contract documents for signature. These documents must be returned to City Clerk 	<input type="checkbox"/>
STEP 13:	Enter into contact. All contracts must be approved by the Council. Both parties (contractor & City) sign both original contract documents. One executed copy is returned to the contractor, One executed copy is kept in the contract files in the Clerk's Files	<input type="checkbox"/>
STEP 14:	Initiate Project.	<input type="checkbox"/>
STEP 15:	Follow City procedures and contract requirements for payment.	<input type="checkbox"/>

b. REQUIREMENT REFERENCE CHART

	\$1-\$4,999	\$5,000-\$9,999	\$10,000 or More
Bid Format	Not Required	Written Quotes	RFP/RFQ Process
Public Notice		N/A	
Bid Opening Format		N/A	
Bid Recording		N/A	
Late Bids		N/A	
Award Procedure		N/A	
Written Contract		Required	
Small Works Process		Allowed	
Bid Bond		N/A	
Performance Bond		N/A	
5% Retainage		N/A	
Maintenance Guaranty		N/A	
Prevailing Wage Affidavit		N/A	
Intent to Pay Prevailing Wage		N/A	