



McCleary City Council

AGENDA

June 26, 2013

7:00 Council Meeting

Flag Salute

Roll Call

Public Hearings: 2014 STIP

Public Comment:

Minutes (Tab A)

Mayor's Report/Comments:

Staff Reports: Dan Glenn, City Attorney (Tab B)
Nick Bird, Director of Public Works (Tab C)
Staff Reports (Tab D)

Old Business: Panic Alarm (Tab E)

New Business: Progress Estimate No. 8 (Tab F)
Submersible Mixer at WWTP (Tab G)
2014 STIP (Tab H)
Development Standards (Tab I)
Gray & Osborne Amendment No. 3 (Tab J)
BPA NT Agreement Revision (Tab K)

Ordinances:

Resolutions: Sole Source Flyght Submersible Mixers (Tab L)
2014 STIP (Tab M)

Vouchers

Mayor/Council Comments

Public Comment

Executive Session

Adjournment

Americans with Disabilities Act (ADA)
Accommodation is Provided Upon Request

Please Turn Off Cell Phones – Thank You

The City of McCleary is an equal opportunity provider and employer.
La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.

Joy Iverson announced there will be a hospital board meeting tomorrow night at 6:00 pm at the new hospital.

APPROVAL OF VOUCHERS

Accounts Payable vouchers/checks approved were 36423-36489 including EFT's in the amount of \$332,391.87 and 36348-36399 including EFT's in the amount of \$40,357.11.

It was moved by Councilmember Reed, seconded by Councilmember Peterson to approve the vouchers. Motion Carried 4-0.

MEETING ADJOURNED

It was moved by Councilmember Catterlin, seconded by Councilmember Reed to adjourn the meeting at 7:28 PM. The next meeting will be June 26, 2013 at 7:00 PM. Motion Carried 4-0.

Mayor Gary Dent:

Clerk-Treasurer Wendy Collins:

MEMORANDUM

TO: MAYOR AND CITY COUNCIL, City of McCleary
FROM: DANIEL O. GLENN, City Attorney
DATE: June 21, 2013
RE: LEGAL ACTIVITIES as of JUNE 26, 2013

THIS DOCUMENT is prepared by the City Attorney for utilization by the City of McCleary and its elected officials and is subject to the attorney-client privileges to the extent not inconsistent with laws relating to public disclosure.

1. **CANNABIS ISSUES**: The WSLCB has issued its draft rules and received comments. As a result, the Board has indicated they anticipate extending the date by which they intend to issue the rules by another two weeks. Locally, the County and Aberdeen have both adopted ordinances which impose broader moratoriums than are present in our current ordinances. It is my understanding they have included not only the medical dispensaries and collective gardens, but also the retail and growth type of facilities authorized under I 502. The Mayor of Oakville received a request from Sheriff Scott that the City expand its provisions to include these additional areas. Pursuant to the direction of the Council and Mayor, I am doing so for Oakville. (As you may be aware, Oakville has both a medical dispensary and a collective garden which were established prior to enactment of the moratorium.)

I do not know if Sheriff Scott has been in touch with any of the City's officials on this matter. Regardless of whether such contact has been made, do you wish me to develop the broader ordinance for your review? The fundamental goal is the same, avoid vesting of rights. I have provided Ms. Collins with a copy of the County's ordinance so that she may provide it to you for your information.

2. **DEVELOPMENT STANDARDS MATTER**: It is my understanding Mr. Bird will have information on this matter in his report. It is something which the Mayor, Mr. Bird, and I have previously discussed with Mr. Snyder and Mr. Tanaka and is

MEMORANDUM - 1

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

the subject of an availability contract previously submitted by Mr. Snyder's firm.

Before going too far down this path, including entering into specific contracts for services, I would recommend you consider requesting staff provide the specific areas which have presented problems for them as to specific projects and what suggestions they might have. Then, it would seem more feasible to analyze what approach to take, what funding might be necessary, and other related matters.

3. **SIX-YEAR STREET PLAN UPDATING:** Given the statutory mandates, Ms. Collins and Mr. Bird have indicated tonight is the hearing date for the receipt of public input on the updating of this plan. As I am certain is recognized by all from prior years of having to deal with this matter, the annual updating, with associated public hearing, is mandated in order to conform with requirements for funding of projects through the Transportation Improvement Board. Prior to the this evening, Mr. Bird will have provided you his recommendations as to the updated listing of streets which will be on our "wish list" for improvement funding. It is my recommendation that, at the commencement of the public hearing, Nick give a brief summary for the taped record as to what is contained in the recommendation.

The Plan theoretically must be filed with the pertinent state agencies by the end of this month in order to continue eligibility for funding through their programs. From a technical standpoint:

A. The sequence of the projects on the draft plan does not govern or restrict the ability of the City to choose to seek funding for a project which is lower down the list before finishing the projects which are above it on the list.

B. Further, if during the year the situation changes and you need to add a different project, that can be done through the giving of the appropriate public notice and adoption of an amended resolution. Nick would likely remember better than I on this factor, but I believe that it has been done in the past when funding priorities and sources have changed.

Enough said.

4. **SOLE SOURCE PURCHASE RESOLUTION:** Apparently, an operation element in the WWTP has failed. It is something which is described to me as an underwater mixer, apparently of effluent received by the plant. He will report more extensively, but has indicated he will be recommending a sole source approach for indicated reasons, including the certainty of its being

compatible with the existing lines. Thus I have prepared a draft resolution setting out the rationale of a sole source approach, defining the steps to be taken, and authorizing the Mayor to go forward with the purchase so long, as they have said on television, "the price is right."

As always, this is not meant to be all inclusive. If you have any questions or comments, please direct them to me. .

DG/le

STAFF REPORT

To: Mayor Dent
From: Nick Bird, Director of Public Works
Date: June 21, 2013
Re: Current Non-Agenda Activity

Water Quality

We have been contacted by many individuals throughout the City regarding the recent changes in water quality. After much troubleshooting, we believe we have determined the cause of the “rotten egg” smell that has been prevalent through the distribution system. We plan on issuing a notice to customers identifying the cause, expected duration, and what can be done to correct the smell. This will hopefully be provided in the next week or so.

What we can say at this time is that the company that provided the new filters (ATEC) completes installations like this all over the place and they have said that this is extremely common. They have recommended higher chlorine doses and frequent flushing of the water mains.

To provide some assistance to our customers, you may want to consider eliminating the overage charge from our water rates for a couple of months to have all of our customers assist with the flushing process. It is my understanding that the more water is used the faster this will clear up. We have been told that the average duration for this is approximately 3 months, but with customer assistance, I would like to try and get this down to a month and a half.

Well 2 & 3 Project

Work on Well No. 3 is underway. We anticipate the well screen will be in place around July 8. Next week the Contractor plans on completing the roofing for the well building. After these two items are completed, piping from Well No. 3 to Well No. 2 will be completed.

Ecology Grant/Loan Program

With the State Government shutdown looming, I am not holding my breath that we will have formal notification from Ecology regarding the General Sewer Plan funding we previously requested before the end of July. We will still attend the training workshop for recipients of funding in Tacoma on July 16, assuming that State workers are back to work by then.

Underground Boring Equipment

We have not yet solicited quotes to replace the boring head as previously discussed. We will likely have this topic as an action item for replacement in July.

3rd Street Improvements Phase I

We have received FHWA authorization for the design work associated with this project. Our next step is to proceed with consultant selection, as required by the Local Agency Guidelines (LAG) Manual. We envision beginning this process in the next two months.

I have not had the opportunity to break down the funding contribution requirements by fund for the local match yet. I also hope to have this prepared for your review at the July meeting.

Bear Festival

Bear Festival has a copy of the Special Event Permit and plan on submitting it next week. We believe that the majority of coordination items have been addressed and we are looking forward to another fantastic Bear Festival! Please keep an eye out for the schedule of events (or program) that will be available shortly!

Simpson Door Conservation Plan

We anticipate that Cascade Energy will have some firm numbers as it relates to the Track and Tune project in middle of July. Once the scoping is complete and presented to both Simpson and the City, an agreement will be prepared and presented to Council for consideration.

Chip Seal Program

We have coordinated with both the State and County regarding chip seal assistance. The County does not plan on chip sealing in our area this year and it is unlikely that we will be able to garner assistance from them this year. We will start the discussion with them for next year to see if we can get some work scheduled and budgeted. We have also discussed chip seal work with the State. Randy Moody (Maintenance Superintendent) indicated that we need to update our JC contract, which I would like to have presented to Council in July. He also stated that they still prefer overtime work so local work does not conflict with state work.

Finance Committee

It has been a while since the finance committee has met. It may be prudent for us to meet at least once prior to starting the 2014 budget process in August.

STAFF REPORT

To: Mayor Dent
From: Colin Mercer
Date: June 4, 2013
Re: May Building Department

Activities

- Submit copies of permits issued to Grays Harbor County Assessor's Office.
- McCleary School playshed final inspection performed, corrections given.
- The Beehive Harmony House in the drywall stage.
- Building permit issued for minor garage alteration at 1480 N Summit.
- Right of Way Excavation permit was issued for 1480 N Summit to install a second drive approach and culvert.
- Right of Way Excavation permit was issued for 401 W Maple for retirement of an old gas line and installation on a new gas line.
- A fireworks stand permit was issued, for a stand on Summit Road and Beerbower Park.

Nuisance Issues in Progress

- 129 S. 6th the owner has been notified to perform maintenance on the yards and clean up the property from the evicted tenant.
- 413 S. 3rd St is currently a Sherriff scene and will be cleaned up as soon as possible by the real estate company.
- 515 W Simpson overgrown property, letter sent to Bank for maintenance.
- 527 W Simpson grass clippings left on City right-of-way, letter sent to Wells Fargo.
- 427 S Main grass clippings left on City right-of-way, letter sent to Wells Fargo.

Comments:

- The 2012 International Codes have been adopted by the Washington State Building Code Council, the state amendments to these codes have been released. The building department will be updating each code with those amendments as time allows.
- A property owner in Summit Place II has inquired about building setbacks and permit requirements to possibly build a home on his lot.
- A property owner on Mommsen has started communication with the building department about developing an existing vacant lot for a single family home.
- No new activity at Cedar Heights.
- The building department will be sending out letter in June to various property owners regarding noxious weed control, specifically scotch broom.

Building Department Activity

ACTIVITY	MONTHLY TOTALS	YEAR TO DATE TOTALS	ACTIVITY EXPLANATION
Customer Service	39	262	Answer building department related questions in person or by phone, meeting with potential applicants.
Building Permits Issued	4	15	Remodels, new construction & additions, both residential and commercial.
Plan Reviews Performed	1	8	Reviewing plans for building code and municipal code compliance.
Inspections Performed	12	77	Field inspections, writing of corrections or approving work.
Finals or Certificates of Occupancies	1	3	Performing of the final inspection & issuing of certificate of occupancy allowing use of the structure.
Complaints Received	2	5	Investigate and address citizen or staff reported issues, obtain resolution or acceptable compromise.
Nuisance Letters Sent	2	15	Formal notice from the City informing citizens of violations and providing expectation of the City for compliance.
Lemay's Garbage Letters Sent	37	53	Formal notice from City after notification from Lemay that service has been stopped.
Building Department Revenue	\$120.00	\$3060.58	Funds generated by the Building Department from permits, inspections, reviews etc.

Conservation Program

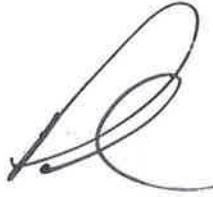
Month	Applications Received	Conservation Permits Issued	Rebates Paid This Month	Total Rebates Paid To Date
April	3	3	\$6,988.74	\$16,144.44
May	0	0	\$0.00	\$16,144.44

Lemay's Garbage Compliance

Number of letters sent to Tenants	Number of letters sent to Owners	Second notices sent to Tenants	Second notices sent to Owners
13	25	0	0
Active Accounts	Pending	Stopped Service	Un-Occupied
29	1	6	2

STAFF REPORT

To: Mayor Dent
From: Paul Nott, Light & Power
Date: June 19, 2013
Re: May Report



	Monthly Statistics;	YTD Totals;
New Services;	2	5
System Outages;	0	3
Pole Replacements;	3	6
Maintenance Work Orders;	2	10
Billable Work Orders;	2	6

The month of May consisted of two new service connections, a couple of maintenance work orders, a three pole change out on the Elma Hicklin and the completion of the Luscombe/Olin rebuild.

We have completed the project out on Olin and Luscombe other than top coating the shoulder of the roadway. The customers were thankful that the failing conductor has been replaced and now outages for that area should be resolved.

We also have completed a three pole change out on the Elma Hicklin Road.

We still have some wreck out to complete out at the well project.

We are also brushing numerous areas throughout our service area.

Once we have some accurate staking on Mommsen Road we will begin a pole/conductor replacement project in that area that will be part of the cut over.

As always if you have any questions feel free to contact us...

Staff Report

To: Mayor Dent
From: George M. Crumb, Chief of Police
Date: June 21, 2013.
RE: For June 26, 2013 Council Meeting

SUMMARY OF POLICE INCIDENTS / ACTIVITIES:

The below listed information are calls or contacts received by McCleary Police Officers either generated by Grays Harbor County dispatch 911 service, citizen reports, call in, contacts, or other officer generated incidents:

*1156 incident histories reported as of time of this report.
*86 Traffic Stops resulting in 31 Traffic Infraction totaling \$6020 in bail amounts and 05 Criminal Citations with 05 Court Dates.

- | | |
|--------------------------------------|--------------------------------------|
| -Speeding | -Traffic Offense/Reckless |
| -DWLS | -Found/Lost Property Reports |
| -Speeding in School Zone | -Motorist Assist/Citizen Assist |
| -Burglary | -Theft Reports |
| -Fire Response's | -Death, report |
| -Disorderly Conduct/Obstructing | -Juvenile Problems/Run-a-way/missing |
| -Traffic Stop's (from 020713) | -Malicious Mischief |
| -Harassment | -Warrant Arrests/Search Warrant |
| -Weapons Offense | -911 Open Line or Hang Up |
| -Agency Assist's (& Public Works x3) | -Domestic Violence |
| -Drug Incidents (1 OD) | -Citizen dispute/Civil |
| -Animal Complaints | -D.U.I. |
| -Curfew Violations | -Audible Alarm |
| -Traffic Hazard Reports | -Subject Stop |
| -Welfare Checks | -Traffic Accident |
| -Trespass (Criminal) | -Noise Complaints |
| -Suspicious Person/Vehicle | -Fraud |
| -Police Information or Referrals | -Sex Offense |
| -Alcohol Offense | -Parking Complaint |
| -Suicide Attempt | -Fraud |

Discussion: Open:

Council Members Present: ALL.... Mr. Ator, Mr. Reed, Mr. Caterlin, Mr. Lant,
Mr.Shiller.

Mayor Dent: Present / Not Present _____

Officer Reporting: Chief Crumb _____

STAFF REPORT

To: Mayor Dent
From: Todd Baun, Public Facilities Manager
Date: June 21, 2013
Re: May-June Report

The following items are the highlights of what I have been working on during the past month.

- I still have received no contact from Mr. and Mrs. Gravatt on the storm water issue affecting their property located at 311 W. Simpson Ave. We are in a holding pattern until we receive the legal documents that have been given to them by the city.
- The crew is still filling in many potholes throughout the City.
- We are continuing our maintenance of our equipment and vehicles.
- Summer help have started. They are doing a great job mowing the parks, cemetery, community center, and our Right of Ways.
- We have been flushing Hydrants in the city to try and get our “new” water into our system. We are getting a lot of scaling off the inside of the pipes.
- Lakeside came in and patched the areas that were approved during the May meeting.
- We have fixed water leaks on 2 of our small 2” mains. These mains are very old and do not have much useful life left. I will be talking to Nick about a solution for replacement of these small mains. Nick also has a section of 2” pipe that was taken out at 3rd and Mommsen.
- We have sprayed sidewalks, curbs, and gutters with weed killer. Once the grass and weeds die, we will be scraping them up and hauling them off.
- The flower baskets are up and being taken care of.
- And as always, we are trying to keep up on all our routine and daily maintenance of the parks, cemetery, streets, water, sewer, storm and buildings.

If you have any questions, don't be afraid to ask. If you see something that needs attention or have any ideas that you would like me to pursue, my door is always open, so please come and talk to me.

To: Mayor Dent

From: Kevin Trehwella, Water/ Wastewater Plant Manager

Month: May, 2013

Re: Monthly Report

Sir,

As we all know the month of May was an unusual Month. We had record setting heat, followed by record setting rainfall.

With the changes we have made at the Wastewater treatment plant we have had no upsets during the heavy rains.

Also, in the month of May we saw our much anticipated Water Treatment Plant, at well #2, come on-line. The operation of the the plant is very good. Everything is operating as it should.

Now that Well #2 is operational we are in the process of updating Well #3 and tying it into the water treatment plant enabling us to deliver water consistently of the same high quality that our citizens expect.

One subject I would like to keep to the forefront even during the dry season is asking you, sir and the council to keep in mind that with the dry season approaching that we need to keep in mind funding to resolve our I & I issues so that we may continue to operate the wastewater treatment facility without having to expand for several years.

STAFF REPORT

To: Mayor Dent
From: Colin Mercer Webmaster
Date: June 4, 2013
Re: May Website & Help Desk

Re-Occurring Website Activities

- Council Agenda/Packet posted online.
- Council Minutes posted online.

New Website Activity

- Remove Seasonal Employment positions for L&P and Public Works.
- Posted Public Hearing Notice for STIP.
- Posted Fred Keel Memorial Tournament flyer for the Fire Department.
- Posted Council summer schedule on the calendar.
- Posted new Council Member Larry Peterson to the council page.
- Remove summer help job opening notices.

Additional Tasks

- Work on alarm system proposals.
- Research zoning changes within the City over the years.
- Annexation research for Nick.
- Work with Nick to create Global Permit application forms.

Help Desk Activity

Month	Number of Incidents Reported	Staff Reported / Closed / Open	Citizen Reported / Closed / Open
February	15	5 / 11 / 20	10 / 7 / 16
March	4	2 / 2 / 20	2 / 8 / 10
April	12	8 / 0 / 28	4 / 2 / 12
May	13	5 / 5 / 28	8 / 3 / 17

Website Comments:

None this month

Website Traffic May 1, 2013 through May 31, 2013 (Top visited pages shown only)

Section	Page Views	Percent of Total
Default Home Page	2896	32.17%
Events Calendar	494	5.49%
Agendas and Minutes	453	5.03%
City Jobs	340	3.78%
Utilities	330	3.67%
City Departments	254	2.82%
Conservation Program	250	2.78%
Police	195	2.17%
Planning Department	175	1.94%
Search Results	156	1.73%
Mayor and Council	144	1.6%
Public Facilities	127	1.41%
Bear Festival	117	1.3%
Administration	117	1.3%
Municipal Code	116	1.29%
Water / Wastewater	111	1.23%
Light & Power	109	1.21%
Chamber of Commerce	108	1.2%
FAQ's Page	97	1.08%
Previous Years Council Minutes	95	1.06%
Fire	86	0.96%
Conservation Data Page	86	0.96%
2008-13 Budget	85	0.94%
City Photos	85	0.94%
Helpful Links	79	0.88%
Development Services / Building	70	0.78%
Tell Us What You Think!	65	0.72%
Previous Years Council Agendas	64	0.71%
Municipal Court	64	0.71%
Code, Ordinances & Standards	58	0.64%
Interlocal Agreements	46	0.51%
Home Page	45	0.5%
Bear Festival Photos	40	0.44%
65th Anniversary Photos	27	0.3%
Title 13 Public Services	26	0.29%
Flood Photos 2009	23	0.26%
Park Project Photos	22	0.24%

STAFF REPORT

To: Mayor Dent
 From: Nick Bird, P.E., Director of Public Works
 Date: June 20, 2013
 Re: Panic Alarm

Last meeting there was some concern as it relates to local maintenance availability of service providers. Staff has followed up with the service providers and asked the three lowest cost providers the questions shown on the chart following the Staff Report. The bottom line is that service levels seem to be similar across the three companies.

Repeated from previous report for reference:

Sound Guard Security Systems is still the lowest initial cost and the second lowest monthly monitoring fee. The total cost for each system includes the installation of a dedicated electrical outlet on the wall with the phone equipment in Wendy's Office, and labor for ADNETS to clean up the network cabling on this wall to accommodate the additional equipment.

As previously stated, we have confirmed with Sound Guard that a dedicated phone line is not required to facilitate the service. We have assumed that all others could function in a similar fashion to simplify the comparison. The table below summarizes the findings:

Company	Capital Cost*	Monthly Cost	Total Cost**
Allied Fire & Security	\$1,675.93	\$30.00	\$3,084.99
Pioneer Fire & Security	\$790.00	\$21.00	\$2,124.64
Sound Guard	\$554.00	\$29.00	\$1,868.82
Custom Security	\$891.00	\$29.95	\$2,234.12

* - Capital Cost includes purchase and installation of security equipment only.

** - Total Cost display's the total installation cost and does not include the monthly cost.

Based solely on the installation cost it appears that Sound Guard is the least cost option. However, when factoring in the monthly cost, it appears that if we use the service for 2.5 years (30 months) or more, Pioneer Fire & Security becomes the least cost option due to the lower monthly cost.

Staff Recommendation:

If the City plans on utilizing this service for less than 30 months, it is more economical to utilize Sound Guard for security services. If the City plans on utilizing the service for 30 months or more, it is more economical to utilize Pioneer Fire & Security for security services.

Action Requested:

Please consider authorizing execution of a service agreement with the company you choose, subject to Mr. Glenn's review and concurrence of the service agreement.

Service & Monitoring Questions

Question	Sound Guard	Pioneer	Custom
Where is your service department headquarters?	Olympia	East Olympia	Lacey
How many service technicians do you have?	3 to 4	5	25
If we choose to run monthly tests for functionality. Will there be a cost for conducting these tests?	No Charge - call in service	No Charge - Call in service	No Charge - Call in Service
Is there a labor and equipment warranty?	Yes	Yes	Yes
If yes, how long is the warranty?	1 year standard	1 year standard	1 year standard
Are service calls included in the monthly monitoring fee?	No	No	No
If no what are the service call rates?	\$79/hr	\$85/hr	\$89 trip charge incl 15 min.
If we have equipment problems, what is the average duration we can expect service to be provided in?	Most service calls receive 24-48 hr response	No guaranteed service response, will be based on severity of issue	Trys to handle same day repair response.
Do you have emergency back-up power to ensure alarm calls will be received?	Central Station is UL Listed with back up - Lacey	Alarm Center Inc - Lacey does have emergency power back up	Central Station in Lacey UL Listed operational 24/7

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: June 20, 2013
Re: Well 2/3 Progress Estimate No. 8

Attached you will find a copy of Progress Estimate No. 8 for the Wellfield Improvements Project. As usual, included with this Progress Estimate is a summary of work performed during the progress estimate time period.

Action Requested:

Please authorize payment of Progress Estimate No. 8 to Award Construction in the amount of \$68,114.75 and deposit \$3,293.75 into the retainage account.



Gray & Osborne, Inc.
CONSULTING ENGINEERS

June 18, 2013

Mr. Nick Bird, P.E.
City of McCleary
100 South Third Street
McCleary, Washington 98557

SUBJECT: PROGRESS ESTIMATE NO. 8, WELL FIELD IMPROVEMENTS
PROJECT
CITY OF MCCLEARY, GRAYS HARBOR COUNTY, WASHINGTON
G&O #11551.01

Dear Mr. Bird:

We have enclosed two copies of Progress Estimate No. 8 for this project. Also enclosed is a summary of the work performed to date. The total amount now due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Amount Now Due</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Retainage Amount</u>
\$68,114.75	\$3,293.75	\$52,605.51

Please call the undersigned if you have any questions or concerns regarding this matter.

Very truly yours,

GRAY & OSBORNE, INC.

Joe Plahuta, P.E.

JP/sp
Encl.

cc: Mr. Todd Vasey, Award Construction, Inc.

PROGRESS ESTIMATE NO. 8

JUNE 13, 2013

CITY OF MCCLEARY
 GRAYS HARBOR COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 MAY 1, 2013 TO JUNE 10, 2013

PROJECT:
 CITY OF MCCLEARY
 WELLFIELD IMPROVEMENTS
 G&O JOB NUMBER #11551.01

CONTRACTOR:
 AWARD CONSTRUCTION, INC.
 980 WILLEYS LAKE ROAD
 FERNDALE, WA 98248

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
					TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE	AMOUNT THIS PERIOD	
1	Mobilization, Cleanup and Demobilization	1	LS	\$60,000.00	75.00%	0.00%	\$45,000.00	\$0.00	75%
2	Minor Changes	1	CALC	\$5,000.00	75.10%	0.00%	\$3,755.00	\$0.00	75%
3	Demolition	1	LS	\$13,500.00	100.00%	20.00%	\$13,500.00	\$2,700.00	100%
4	Locate Existing Utilities	8	EA	\$300.00	9	0	\$2,700.00	\$0.00	113%
5	Trench Excavation Safety System	1	LS	\$80.00	100.00%	0.00%	\$80.00	\$0.00	100%
6	Excavation, Backfill, Compaction and Grading	1	LS	\$11,600.00	95.00%	0.00%	\$11,020.00	\$0.00	95%
7	Special Excavation of Unsuitable Material	25	CY	\$65.00	0	0	\$0.00	\$0.00	0%
8	Erosion Control	1	LS	\$15,000.00	90.00%	0.00%	\$13,500.00	\$0.00	90%
9	Railroad Borings	1	LS	\$20,000.00	100.00%	0.00%	\$20,000.00	\$0.00	100%
10	Foundation Gravel	75	CY	\$60.00	35	0	\$2,100.00	\$0.00	47%
11	Gravel Borrow	225	TN*	\$22.50	223	0	\$5,017.50	\$0.00	99%
12	Crushed Surfacing Top Course	250	TN	\$34.00	192	0	\$6,528.00	\$0.00	77%
13	Quarry Spalls	5	CY	\$120.00	1	0	\$120.00	\$0.00	20%
14	Commercial HMA	25	TN	\$135.00	25	0	\$3,375.00	\$0.00	100%
15	Topsoil	150	CY	\$38.00	45	0	\$1,710.00	\$0.00	30%
16	Hydroseeding	800	SY	\$1.10	667	0	\$733.70	\$0.00	83%
17	Operations Building	1	LS	\$180,000.00	98.00%	3.00%	\$176,400.00	\$5,400.00	98%
18	Existing Well No. 3 Building Modifications	1	LS	\$56,000.00	25.00%	25.00%	\$14,000.00	\$14,000.00	25%
19	Replace Well No. 2 Pump	1	LS	\$70,000.00	100.00%	10.00%	\$70,000.00	\$7,000.00	100%
20	Replace Well No. 3 Pump	1	LS	\$66,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
21	Pyrolusite Treatment System	1	LS	\$110,000.00	100.00%	7.27%	\$110,000.00	\$8,000.00	100%
22	Sodium Hypochlorite Feed System	1	LS	\$31,000.00	100.00%	10.00%	\$31,000.00	\$3,100.00	100%
23	Potassium Permanganate Feed	1	LS	\$20,000.00	100.00%	10.00%	\$20,000.00	\$2,000.00	100%
24	Piping, Valves and Appurtenances	1	LS	\$211,000.00	98.00%	0.00%	\$206,780.00	\$0.00	98%
25	Electrical, Telemetry and Instrumentation	1	LS	\$276,000.00	95.00%	5.00%	\$262,200.00	\$13,800.00	95%
*Per Change Order No. 1, the contract quantity of gravel borrow has changed from 450 tons to 225 tons.									
CHANGE ORDERS:									
COI							\$0.00	\$0.00	
	Install Additional Pipe	1	LS	\$4,413.42	100.00%	0.00%	\$4,413.42	\$0.00	100%
	Materials Testing and Segregation	1	LS	\$1,821.70	100.00%	0.00%	\$1,821.70	\$0.00	100%
	Generator Conduits	1	LS	\$2,328.29	100.00%	0.00%	\$2,328.29	\$0.00	100%
	Relocate Discharge Line	1	LS	(\$706.38)	100.00%	0.00%	(\$706.38)	\$0.00	100%
	Well No. 2 Rehabilitation								
	Change Well Casing Extension from 12" to 20"	1	LS	\$1,210.00	100.00%	0.00%	\$1,210.00	\$0.00	100%
	Sonar Jetting the Well Screen	1	LS	\$3,891.15	100.00%	0.00%	\$3,891.15	\$0.00	100%
	Well Cleanup	16	HR	\$302.50	27	0	\$8,167.50	\$0.00	169%

PROGRESS ESTIMATE NO. 8

JUNE 13, 2013

CITY OF MCCLEARY
GRAYS HARBOR COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
MAY 1, 2013 TO JUNE 10, 2013

PROJECT:
CITY OF MCCLEARY
WELLFIELD IMPROVEMENTS
G&O JOB NUMBER #11551.01

CONTRACTOR:
AWARD CONSTRUCTION, INC.
980 WILLEYS LAKE ROAD
FERNDALE, WA 98248

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL TO DATE	TOTAL THIS PERIOD	AMOUNT TO DATE	AMOUNT THIS PERIOD	
CO2						\$0.00	\$0.00	
	Raise Building Elevation	1 LS	\$700.65	100.00%	0.00%	\$700.65	\$0.00	100%
	Install Additional Fitting	1 LS	\$889.65	100.00%	0.00%	\$889.65	\$0.00	100%
	Well No. 3 Rehabilitation							
	Well Cleanup	27 HR	\$302.50	0	0	\$0.00	\$0.00	0%
	Post Cleaning Video Inspection	1 LS	\$825.00	0.00%	0.00%	\$0.00	\$0.00	0%
CO3								
CO4	Recommission Well No. 1 and Demolish Building	1 LS	\$9,875.00	100.00%	100.00%	\$9,875.00	\$9,875.00	100%

PROJECT COSTS

	AMOUNT TO DATE	AMOUNT THIS PERIOD
TOTAL EARNED TO DATE	\$1,052,110.18	\$65,875.00
SALES TAX	8.40% \$88,377.26	\$5,533.50
MATERIALS ON HAND (INCLUDING SALES TAX)	\$0.00	\$0.00
TOTAL WITH SALES TAX (Incl. Materials on Hand)	\$1,140,487.44	\$71,408.50
LESS 5% RETAINED (BEFORE TAX)	\$52,605.51	\$3,293.75
TOTAL EARNED TO DATE LESS RETAINAGE	\$1,087,881.92	

ORIGINAL CONTRACT AMOUNT \$1,182,885.00
 CONTRACT AMOUNT WITH CHANGE ORDERS 1-4 \$1,216,078.48
 CONTRACT PERCENTAGE TO DATE 87%

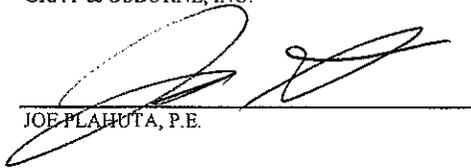
PROGRESS ESTIMATE NO. 1	\$157,255.89	
PROGRESS ESTIMATE NO. 2	\$303,871.80	
PROGRESS ESTIMATE NO. 3	\$220,704.20	
PROGRESS ESTIMATE NO. 4	\$64,904.18	
PROGRESS ESTIMATE NO. 5	\$98,431.94	
PROGRESS ESTIMATE NO. 6	\$139,310.82	
PROGRESS ESTIMATE NO. 7	\$35,288.35	
TOTAL PAYMENT NOW DUE:	\$68,114.75	\$68,114.75

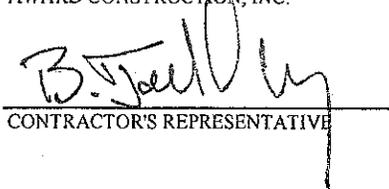
I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT.

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

GRAY & OSBORNE, INC.

AWARD CONSTRUCTION, INC.


JOE PLAHUTA, P.E.


CONTRACTOR'S REPRESENTATIVE

PROGRESS ESTIMATE NO. 8

JUNE 13, 2013

CITY OF MCCLEARY
GRAYS HARBOR COUNTY
WASHINGTON

PROGRESS ESTIMATE PERIOD
MAY 1, 2013 TO JUNE 10, 2013

PROJECT:
CITY OF MCCLEARY
WELLFIELD IMPROVEMENTS
G&O JOB NUMBER #11551.01

CONTRACTOR:
AWARD CONSTRUCTION, INC.
980 WILLEYS LAKE ROAD
FERNDAL, WA 98248

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL EARNED PER PERIOD	SALES TAX RATE	SALES TAX AMOUNT	MATERIALS ON HAND	RETAINAGE (5%)	TOTAL PAYMENT
1.	SEPTEMBER 4, 2012 TO SEPTEMBER 28, 2012	\$152,085.00	8.40%	\$12,775.14	\$0.00	\$7,604.25	\$157,255.89
2.	SEPTEMBER 29, 2012 TO OCTOBER 31, 2012	\$293,879.88	8.40%	\$24,685.91	\$0.00	\$14,693.99	\$303,871.80
3.	NOVEMBER 1, 2012 TO NOVEMBER 30, 2012	\$213,447.00	8.40%	\$17,929.55	\$0.00	\$10,672.35	\$220,704.19
4.	DECEMBER 1, 2012 TO DECEMBER 31, 2012	\$62,770.00	8.40%	\$5,272.68	\$0.00	\$3,138.50	\$64,904.18
5.	JANUARY 1, 2013 TO JANUARY 31, 2013	\$95,195.30	8.40%	\$7,996.41	\$0.00	\$4,759.77	\$98,431.94
6.	FEBRUARY 1, 2013 TO FEBRUARY 28, 2013	\$134,730.00	8.40%	\$11,317.32	\$0.00	\$6,736.50	\$139,310.82
7.	MARCH 1, 2013 TO APRIL 30, 2013	\$34,128.00	8.40%	\$2,866.75	\$0.00	\$1,706.40	\$35,288.35
8.	MAY 1, 2013 TO JUNE 10, 2013	\$65,875.00	8.40%	\$5,533.50	\$0.00	\$3,293.75	\$68,114.75
TOTAL:		\$1,052,110.18		\$88,377.26	\$0.00	\$52,605.51	\$1,087,881.92

Summary of Work Performed

Progress Estimate No. 1 (September 4, 2012 through September 28, 2012):

- The settling basin was excavated. Both the bottom of the settling basin and the access ramp were paved.
- The pump station manhole was installed and both drain lines running from the settling basin to the manhole were installed.
- Two 18-foot sections of drain line extending up from the pump station manhole (to the floor drains and catch basins at the operations building) were installed.
- The 2-inch force main extending from the pump station manhole to the existing sanitary sewer manhole on Summit Road was installed.
- The existing Well No. 2 building and slab were demolished.
- The existing well pump and motor were removed from Well No. 2 and the well casing was inspected by video camera.
- The 8-inch and 16-inch bore casings were installed under the railroad.
- The 8-inch raw water line was installed from the operations building to the Well No. 3 building (no tie in has been made).
- 2-inch electrical conduit was installed from the 16-inch railroad bore to the Well No. 3 building (including the portion through the bore casing).
- The bypass piping was installed and bedded to a point such that a tie-in to the existing system could be made at either end.

Progress Estimate No. 2 (September 29, 2012 through October 31, 2012)

- The tie in of the bypass piping to the City's distribution system has been completed.
- The catch basins located adjacent to the operations building have been installed.
- The drain line extending from the catch basins adjacent to the operations building to the pump station manhole was finished.
- All pipeline trenches have been backfilled.
- Fittings (to allow sand to be blown in) were welded onto the ends of the bore casings and sand was blown into each of the bore casings.
- The 2-inch electrical conduit was extended from the 16-inch bore casing to the operations building.
- The raw water line was disinfected and pressure tested.
- The under slab drain lines were pressure tested.
- The City installed the transformer vault.
- The space between the 16-inch bore casing and the surrounding earth has been grouted and the bore pit excavations completely backfilled.
- The footing and stem wall have been poured.
- Foundation gravel has been placed for the slab subgrade and building apron subgrades.
- The area around the operations building has been graded out with gravel borrow.
- All floor drain piping has been installed and the floor drains have been set.

- All under-slab chemical, water, and vent piping has been installed.
- All conduits have been stubbed up to the MCC/control panel.
- The ground ring has been installed around the operations building foundation.
- The ATEC filter unit has been delivered.
- The chemical metering pumps and chemical tanks have been delivered.
- The well has been cleaned by sonic jetting.

Progress Estimate No. 3 (November 1, 2012 through November 30, 2012)

- Foam insulation and vapor barrier have been placed above the slab subgrade.
- The floor drains have been set.
- The slab has been poured and finished.
- Equipment pads have been poured for the SHC and ATEC tanks.
- The CMU wall has been erected and the top plate installed.
- The interior chemical room wall has been framed.
- The SHC tank has been set inside the operations building
- The ATEC tanks have been set inside the operations building.
- Well No. 2 has been brushed and surged.
- The Well No. 2 pump and motor has been installed.
- A video was taken to document the effectiveness of the Well No. 2 cleaning.

Progress Estimate No. 4 (December 1, 2012 through December 31, 2012)

- The roof trusses have been delivered and erected.
- Cross bracing for the trusses has been installed.
- The roof has been sheeted.
- Tar paper has been placed over the entire roof.
- The ATEC filter units have been filled with media.
- The electricians have been running conduit inside the Well No. 2 building.
- The mechanical makeup from the Well No. 2 pump to the ATEC filters is in process.

Progress Estimate No. 5 (January 1, 2013 through January 31, 2013)

- The metal roofing has been installed.
- The metal wall panels on the gable ends have been installed.
- All exterior sheet metal louvers have been installed.
- All interior and HVAC equipment has been installed.
- The control panel has been installed in the Well No. 2 building.
- All interior conduit and boxes have been installed at the Well No. 2 building.
- Conductors have been run from the transformer vault to the meter base at the Well No. 2 building.
- All mechanical makeup in the Well No. 2 building has been completed.

- All electrical work that could be completed prior to installation of the Well No. 3 pump motor and the MCC, has been completed.
- The ceiling of the Well No. 2 building has been insulated.
- Sheetrock has been installed on the interior ceiling of the Well No. 2 building.
- The sodium hypochlorite and potassium permanganate feed pumps have been installed.
- All PVC chemical piping has been installed.
- The chlorine analyzer has been installed.
- Minor grading work has been done in the vicinity of the transformer vault.

Progress Estimate No. 6 (February 1, 2013 through February 15, 2013)

- All painting has been completed in the Well No. 2 building.
- The exterior of the CMU block wall was acid washed.
- The exterior of the CMU wall was sealed.
- All electrical work in the Well No. 2 building (less installation of the MCC), has been completed.

Progress Estimate No. 7 (February 16, 2013 through April 30, 2013)

- The MCC was delivered and installed in the operations building.
- 192 tons of crushed surfacing was placed to grade around the operations building.
- All wiring has been completed in the operations building.

Progress Estimate No. 8 (May 1, 2013 through June 10, 2013)

- The operations building has been completed. However, floor mats still need to be provided by Award to remedy the slab drainage issue.
- Well No. 2, the chemical feed system, and the ATEC filter system have been started up and are running.
- Interior demolition work has been completed at Well No. 3.
- The two new 2x8 beams were installed in the Well No. 3 building.
- The existing roofing on the Well No. 3 building has been removed.
- The Well No. 3 casing and screen have been cleaned by Hokkaido drilling.
- All electrical work excepting connections to the Well Pump and HVAC equipment have been completed at Well No. 3.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: June 21, 2013
Re: Submersible Mixer at WWTP

We have four submersible mixers in the two Sequencing Batch Reactor's (SBRs) at the wastewater treatment plant (WWTP). Last year we had some trouble with one of the submersible mixers and were able to get it repaired at a reasonable price (approximately \$800). This year we have had a mixer fail in the other SBR. Unfortunately we cannot fix this mixer as easily. We had water intrusion resulting in severe corrosion of the wiring and more importantly the main bearing failed resulting in a catastrophic motor failure.

To repair the submersible mixer, we have been verbally quoted \$5100. Any repair in their shop has a 90 day warranty. To replace the mixer, we have been formally quoted \$5,778 plus tax (see attached quote). Standard warranty coverage is based on the duration the product is in service. A colorful chart is included behind the report. Please note that a full warranty is provided for 18 months then prorated after the 18th month.

While this product does not trigger the bid requirements set forth in RCW 35.23.352(1) or Resolution 622, we feel that it is prudent to have you involved in decisions such as this.

You may have noted in Mr. Glenn's Report, as well as noticed the agenda item regarding "Sole Source Flygt Submersible Mixers"; we are very limited on replacement items from this manufacturer. Similar to many worldwide products, distributors are located throughout the United States and coordinate with a central headquarters. In this case the headquarters is in New York. When a product is ordered all orders go through the central headquarters and then are transmitted to the manufacturing facility, which in this case is located in Sweden. Basically, it does not matter which distributor we contact in the United States, all orders are processed through the same facility.

Since we are very limited on purchasing replacement products, Mr. Glenn has prepared a resolution for your consideration authorizing sole source procurement of the replacement mixer. I would suggest that the resolution be adopted with one minor exception. Section II.A states that we must solicit proposals from no less than two suppliers. There is only one distributor for Flygt in Washington State. Distributors from other states or territories do not like to cross the boundaries of another distributor. As such, I would suggest Section II.A be removed in its entirety.

Action Requested:

Please consider adoption of the Sole Source Resolution, as amended, **AND** authorize the City to replace the submersible mixer at the quoted price.



21222 30th Drive SE, Ste. 110 Bothell, WA 98021-7019 www.weci.com 425-486-9499
 800-255-2580

Quote #: 18920

Date: 6/17/13

To:

City of McCleary
 Kevin Trewhella
 360.495.3863
 kevint@cityofmcclary.com

From:

Whitney Equipment Company, Inc.
 Sharon Adler, sadler@weci.com
 Ben Scrace, bscrace@weci.com

Kevin,

Per your conversation with Roger and Isaac in our shop, and the information pulled off the nameplate your current mixer (s/n 4630.410 – 0470046), you'll find the price of the replacement mixer below. This mixer is quoted less jet ring, and without accessories.

Pricing for the FLYGT mixer is as follows:

LINE	QTY.	ITEM	DESCRIPTION	TOTAL
1	1	SR4630.412*	Flygt SR 4630.412 with: 2.5HP Motor (non-explosion proof) 460 Volt, 3 Phase, Submersible Mixer 50' Subcab Power Cable	\$5,678.00
2	1	Freight**	Estimated Freight to McCleary, WA Standard Ocean/Ground Freight	\$100.00

Total: \$5,778.00

Please make ensuing purchase orders to: Whitney Equipment Company, Inc.

FOB: Factory, Estimated cost included
 Terms: Net 30 days on approved accounts

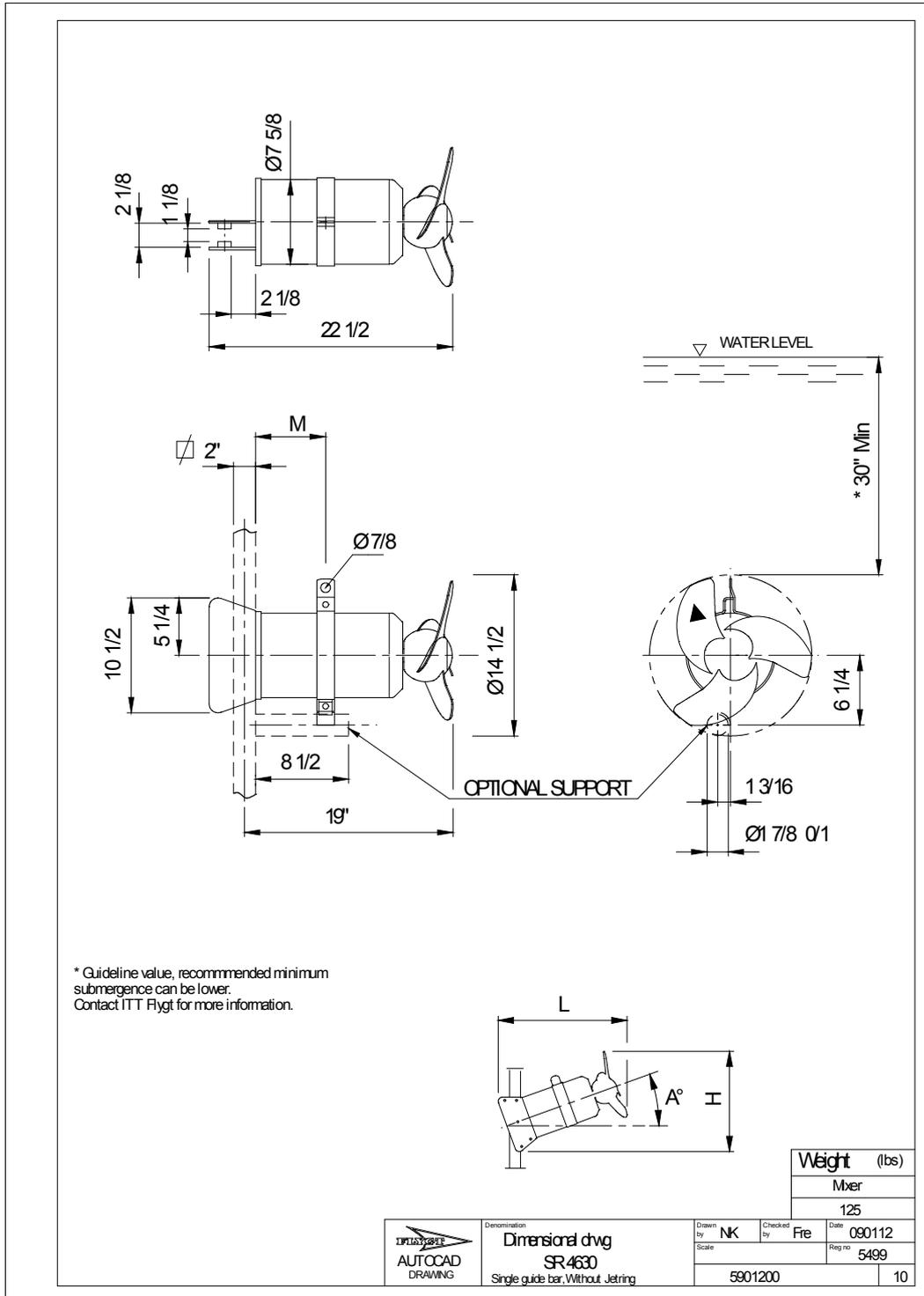
This quote is valid for 30 days.
 Lead Time: 9-10 weeks ARO***

Please don't hesitate to contact me with any questions.
 Warm regards,

Sharon Adler,
 CC: Ben Scrace, Account Manager
 *Start-up & Training is not included.
 **Freight is Pre-Pay and Add
 ***Unless available as expedited delivery, additional costs may apply.

A Commitment to Quality and Service

SR 4630 8p Propeller: 5° 083705SF
Dimensional drawing



Project	Project ID	Created by	Created on 2013-01-25	Last update
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WARRANTY

Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM – A**.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, which ever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



WARRANTY

Xylem Water Solutions USA, Inc.

DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



WARRANTY

Xylem Water Solutions USA, Inc.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year except in the Flygt Standard Control Panel (FSCP) where the solid state devices will be covered for the full warranty period of the control panel. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.
National Quality Assurance - US Corporate



WARRANTY

Xylem Water Solutions USA, Inc.

ADDENDUM – WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	Months	Months	Months	Months	Months
		1 - 12	13 - 18	19 - 36	37 - 39	40 - 60
Axial Flow/ Mixed Flow/ Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%		50%		25%
Flygt Standard Control Panels (FSCP)	Standard Control Panels (FSCP – permanently installed)	100% (From Ship Date)				
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% - 1 YR	LIMITED - 2 - YR			
Abrasion/Corrosion Resistant & Chopper/ Grinder Pumps	3000 Series (MP, MF, MH, FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP, DZ, DT, DS, DF)	100%				
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)	100% (From Ship Date)				
TOPS	Fiberglass Pump Station	100% (From Ship Date)				
Accessories	Permanent / Portable	100% (From Ship Date)				
Hydro ejectors/ Aerators	HE, JA	100%				
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolta, MSHA etc.) TOPS control panels (permanently installed)	100% (From Ship Date)				
Small Pumps	3045, 3057, SX	100% (From Ship Date)				
Parts - *	All new Flygt parts (mechanical & electrical)	100% (From Ship Date)				

* - Parts that fail when used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.



STAFF REPORT

To: Mayor Dent
 From: Nick Bird, P.E., Director of Public Works
 Date: June 20, 2013
 Re: 2014 STIP / Six Year Street Plan

The 2013 STIP has been presented in the previous two Council Meetings and no major modifications were suggested. After some consideration, including driver complaints, and information garnered at funding workshops, the top projects have been reordered to reflect 1) funding already in hand, 2) completion of the 3rd Street Project, and 3) other projects that will score well in funding applications.

The 2014 STIP as presented is as follows:

<u>Project</u>	<u>Description</u>	<u>Length</u>	<u>Prelim. Cost</u>	<u>Imp.</u>
1	S. 3rd St. Phase 1; Mox Chehalis to Oak St. Incl. Intersection	1375	\$2,729,700	(A)
2	S. 3rd St. Phase 2; Oak St. to Simpson Avenue	1325	\$1,243,000	(B)
3	Main St. Extension	200	\$195,000	(C)
4	West Ash Phase 1; N. 9th St. to N. 7th St.	700	\$137,000	(D)
5	West Ash Phase 2; N. 10th St. to N. 9th St.	600	\$117,000	(D)
6	Intersection - Simpson Ave. / Summit Rd.	N/A	\$1,350,000	(E)
7	Summit Road Phase 1; Simpson Ave. to Beck St.	1460	\$1,424,000	(F)
8	Summit Road Phase 2; Beck St. to N. of Bridge	1765	\$1,721,000	(F)
9	Summit Road Phase 3; N. of Bridge to SR 108	1630	\$1,590,000	(F)
10	Summit Road Phase 4; SR 108 to E. Bear St.	2200	\$2,145,000	(F)
11	S. 4th St. Phase 1; W. Simpson Ave. to Pine St.	1330	\$1,297,000	(F)
12	S. 4th St. Phase 2; Pine St. to South City Limits	1510	\$295,000	(D)
13	W. Maple St.; S. 5th St. to S. 3rd St.	890	\$868,000	(B)
Total Preliminary Cost			\$15,111,700	

Improvement Types:

- (A) – Intersection Improvements, Resurface and Repair, New Curb and Gutter, Storm, Planter Strip, Sidewalks, and Bike Lane
- (B) – Resurface and Repair, New Curb and Gutter, Storm, Planter Strip, Sidewalks, and Bike Lane
- (C) – Resurface, Widen, New Curb and Gutter, and Sidewalk
- (D) – Resurface and Repair
- (E) – Intersection Improvements, New Curb and Gutter, Storm, Sidewalk, Landscaping, and Bike Lane
- (F) – Resurface, Widen, New Curb and Gutter, Storm, Sidewalk, Planter Strip, and Bike Lane

Please note that 3rd Street Phase 1 has combined the intersection improvements and the roadway work previously identified as separate projects. Also note the addition of the Main Street Extension. This project is to widen and resurface the roadway between the Elementary School and 3rd Street, where many complaints have been received regarding the pavement width. After discussing this project with the Transportation Improvement Board, I feel that this project has a very good chance of being funded in the Small City Arterial Program.

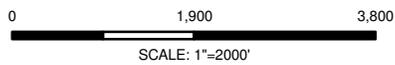
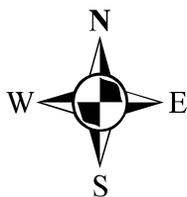
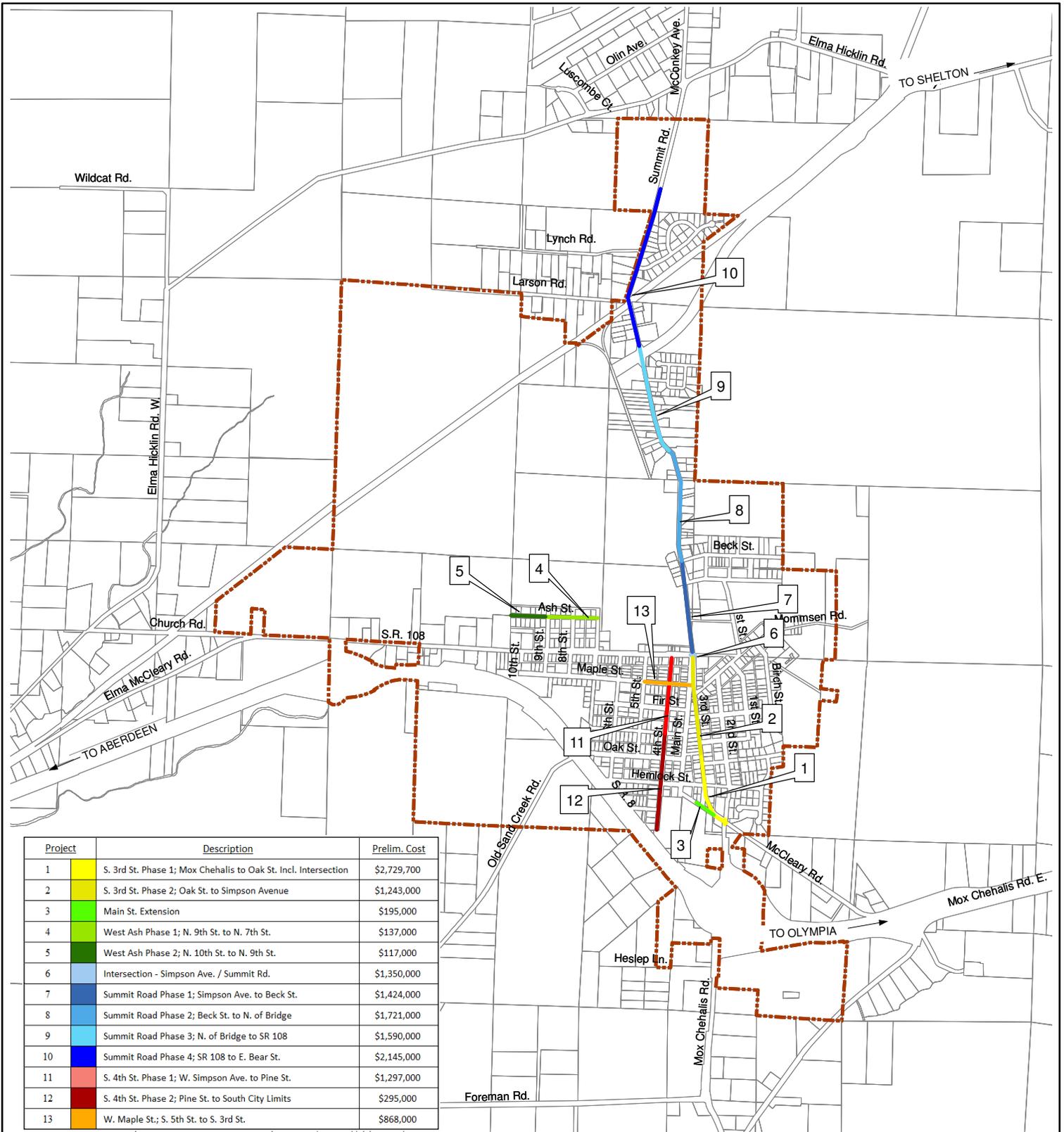
In the event project ordering is reconsidered during the public hearing, we will adjust the final document to coincide with the recommendation. Figure 1, following the report, shows the locations of the projects. Also following the staff report is the base data showing cost distribution by agency and estimated expenditures by year.

Staff Recommendation:

Adopt the 2014 STIP as recommended or adjusted. Please keep in mind that the final STIP must be submitted to the State no later than June 30.

Action Requested:

Using the resolution provided, please consider adopting the STIP as recommended at the Public Hearing.



Legend

- CITY LIMITS
- PARCELS

CITY OF McCLEARY

FIGURE 1

2014 STIP PROJECTS



Gray & Osborne, Inc.

CONSULTING ENGINEERS

<u>Project</u>	<u>Project Description</u>	<u>Length (ft)</u>	<u>Improvement Description</u>	<u>Start Year</u>
1	S. 3rd St. Phase 1; Mox Chehalis to Oak St. Incl. Intersection	1375	Intersection Improvemnts, resurface and repair, new curb and gutter, storm, planter strip, sidewalks and bike lane	2014
2	S. 3rd St. Phase 2; Oak St. to Simpson Avenue	1325	Resurface & Repair, New Curb and Gutter, Storm, Planter Strip, Sidewalk and Bike Lane	2015
3	Main St. Extension	200	Resurface, Widen, New Curb and Gutter, and Sidewalk	2014
4	West Ash Phase 1; N. 9th St. to N. 7th St.	700	Resurface & Repair	2015
5	West Ash Phase 2; N. 10th St. to N. 9th St.	600	Resurface & Repair	2016
6	Intersection - Simpson Ave. / Summit Rd.	N/A	Intersection Improvements, New Curb and Gutter, Storm, Sidewalk, Landscaping, and Bike Lane	2016
7	Summit Road Phase 1; Simpson Ave. to Beck St.	1460	Resurface, Widen, New Curb and Gutter, Storm, Sidewalk, Planter Strip, and Bike Lane	2017+
8	Summit Road Phase 2; Beck St. to N. of Bridge	1765	Resurface, Widen, New Curb and Gutter, Storm, Sidewalk, Planter Strip, and Bike Lane	2017+
9	Summit Road Phase 3; N. of Bridge to SR 108	1630	Resurface, Widen, New Curb and Gutter, Storm, Sidewalk, Planter Strip, and Bike Lane	2017+
10	Summit Road Phase 4; SR 108 to E. Bear St.	2200	Resurface, Widen, New Curb and Gutter, Storm, Sidewalk, Planter Strip, and Bike Lane	2017+
11	S. 4th St. Phase 1; W. Simpson Ave. to Pine St.	1330	Resurface, Widen, New Curb and Gutter, Storm, Sidewalk, Planter Strip, and Bike Lane	2017+
12	S. 4th St. Phase 2; Pine St. to South City Limits	1510	Resurface & Repair	2017+
13	W. Maple St.; S. 5th St. to S. 3rd St.	890	Resurface & Repair, New Curb and Gutter, Storm, Planter Strip, Sidewalk and Bike Lane	2017+

Project	Project Description	Planning Level Cost (2013 Dollars)	Est. Local Cost (2013 Dollars)	Est. State Cost (2013 Dollars)	Est. Fed Cost (2013 Dollars)
1	S. 3rd St. Phase 1; Mox Chehalis to Oak St. Incl. Intersection	\$2,729,700	\$38,000	\$2,454,700	\$237,000
2	S. 3rd St. Phase 2; Oak St. to Simpson Avenue	\$1,243,000	\$63,000	\$1,180,000	\$0
3	Main St. Extension	\$195,000	\$10,000	\$185,000	\$0
4	West Ash Phase 1; N. 9th St. to N. 7th St.	\$137,000	\$7,000	\$130,000	\$0
5	West Ash Phase 2; N. 10th St. to N. 9th St.	\$117,000	\$6,000	\$111,000	\$0
6	Intersection - Simpson Ave. / Summit Rd.	\$1,350,000	\$68,000	\$1,282,000	\$0
7	Summit Road Phase 1; Simpson Ave. to Beck St.	\$1,424,000	\$72,000	\$1,352,000	\$0
8	Summit Road Phase 2; Beck St. to N. of Bridge	\$1,721,000	\$87,000	\$1,634,000	\$0
9	Summit Road Phase 3; N. of Bridge to SR 108	\$1,590,000	\$80,000	\$1,510,000	\$0
10	Summit Road Phase 4; SR 108 to E. Bear St.	\$2,145,000	\$108,000	\$2,037,000	\$0
11	S. 4th St. Phase 1; W. Simpson Ave. to Pine St.	\$1,297,000	\$65,000	\$1,232,000	\$0
12	S. 4th St. Phase 2; Pine St. to South City Limits	\$295,000	\$15,000	\$280,000	\$0
13	W. Maple St.; S. 5th St. to S. 3rd St.	\$868,000	\$44,000	\$824,000	\$0
		\$15,111,700	\$663,000	\$14,211,700	\$237,000

Project	Project Description	2014	2015	2016	2017+	Total
1	S. 3rd St. Phase 1; Mox Chehalis to Oak St. Incl. Intersection	\$275,000	\$2,454,700	\$0	\$0	\$2,729,700
2	S. 3rd St. Phase 2; Oak St. to Simpson Avenue	\$0	\$124,300	\$1,118,700	\$0	\$1,243,000
3	Main St. Extension	\$195,000	\$0	\$0	\$0	\$195,000
4	West Ash Phase 1; N. 9th St. to N. 7th St.	\$0	\$137,000	\$0	\$0	\$137,000
5	West Ash Phase 2; N. 10th St. to N. 9th St.	\$0	\$0	\$117,000	\$0	\$117,000
6	Intersection - Simpson Ave. / Summit Rd.	\$0	\$0	\$135,000	\$1,215,000	\$1,350,000
7	Summit Road Phase 1; Simpson Ave. to Beck St.	\$0	\$0	\$0	\$1,424,000	\$1,424,000
8	Summit Road Phase 2; Beck St. to N. of Bridge	\$0	\$0	\$0	\$1,721,000	\$1,721,000
9	Summit Road Phase 3; N. of Bridge to SR 108	\$0	\$0	\$0	\$1,590,000	\$1,590,000
10	Summit Road Phase 4; SR 108 to E. Bear St.	\$0	\$0	\$0	\$2,145,000	\$2,145,000
11	S. 4th St. Phase 1; W. Simpson Ave. to Pine St.	\$0	\$0	\$0	\$1,297,000	\$1,297,000
12	S. 4th St. Phase 2; Pine St. to South City Limits	\$0	\$0	\$0	\$295,000	\$295,000
13	W. Maple St.; S. 5th St. to S. 3rd St.	\$0	\$0	\$0	\$868,000	\$868,000
		\$470,000	\$2,716,000	\$1,370,700	\$10,555,000	\$15,111,700

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: June 20, 2013
Re: Development Standards

Our development standards, in their current form, were initially created in 2006. In 2009, the City had Gray & Osborne conduct minor revisions to the development standards, with the majority of the revisions being modifying the City name from “Puyallup” to “McCleary”.

We have slowly been developing a list of revisions including STEP systems, Infill / Short plat standards, Silt Fence revisions, Separation requirements between utilities, and Fire Line standards. We now believe that we have a suitable list to facilitate an overhaul on the standards. Our existing standards have been cumbersome at best with developers, designers, and reviewers having a difficult time implementing many vague or contradictory statements.

We would like to start the process to facilitate a complete overhaul of these standards, as these standards are critical to appropriately develop infrastructure. We have not yet coordinated with Gray & Osborne to identify a cost to complete this overhaul, but we wanted to discuss this topic and get your opinions prior to moving forward.

Staff Recommendation:

Development activities take place as efficiently as the development standards are written. It is my opinion that if you were to liken our development standards to the condition of a street, our standards would be consistent with our current street system. I would like to work towards preparing a document that functions like a newly constructed highway.

Action Requested:

Please consider discussing this topic and identify how you would like to see the City proceed.

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: June 21, 2013
Re: Gray & Osborne Amendment No. 3

As you may recall, the City executed Amendment No. 1 with Gray & Osborne to provide construction management services for the Well Improvement Project. The project was originally estimated to be completed in 5 to 6 months. As of right now, we have already been in construction for over 9 months (which includes a 2 month shutdown). We anticipate that the project will take another 3 to 4 weeks to complete. This translates to a two month schedule creep, resulting from a variety of issues during construction, most recently being the well screen. It should also be noted that the Contractor has not been as diligent with their schedule as they could have been, which is a separate topic that we need to address.

Gray & Osborne has waited until they have exhausted the construction management budget before asking for additional resources to accommodate the scope and schedule creep. They estimate the total cost of services remaining to be \$8,400, as shown on the attached Exhibit A.

Staff Recommendation:

Gray & Osborne had a contractual obligation to provide the services defined in the Scope of Work identified in Amendment No. 1, which they have far exceeded. They are asking to be made whole for the additional work resulting from this project. Our legal recourse to recover these costs will be through the liquidated damages clause in the contract with Award Construction. We anticipate beginning this discussion soon, as they are 33 days beyond substantial completion and 13 days beyond physical completion (as of June 14). Please note that the Amendment and liquidated damages issue should be kept separate as they are two separate contracts.

Action Requested:

Please consider authorizing the City to execute Amendment No. 3 with Gray & Osborne.

**AMENDMENT NO. 3
TO
CONTRACT FOR ENGINEERING SERVICES**

THIS AMENDMENT, entered into this _____ day of _____ 2013, by and between the City of McCleary, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) June 20, 2012, for additional services related to the Wellfield Improvement Project.

**WELLFIELD IMPROVEMENT PROJECT
ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES
SCOPE OF WORK**

The City of McCleary is currently in the process of constructing the Wellfield Improvement Project. The project includes rehabilitation of the mechanical, electrical, and pumping equipment in Wells No. 2 and 3, reconstruction of the Well No. 2 building, and construction of a new iron and manganese treatment facility. Following removal of the well pump from Well No. 3, a video inspection of the well showed damage to the well screen. The City has decided to rehabilitate the well screen by installing a new screen within the well. This work will extend the duration of the construction contract by approximately 2 weeks. In addition to the extended time for the Well No. 3 rehabilitation, the construction work on the Wellfield Project has extended an additional month beyond the time anticipated in our original Scope of Work for Construction Management Services for this project. Gray & Osborne proposes to provide the following additional Construction Management services to support the City of McCleary during the remaining construction of this project.

1. Provide Project Management

Provide project management services for an additional month of construction of the Wellfield Project. This task will include coordinating and managing the schedule and budget for the project team. The City will be provided with budget updates on a monthly basis. This task will also include coordination with the contractor, City building department, testing agencies, and regulatory agencies.

2. Provide Construction Management Services

Gray & Osborne will provide construction management services for an additional month of construction:

a. Review Submittals

Review equipment, material, and plan submittals from the contractor for conformance with the Plans and Specifications. Distribute reviewed submittals to the contractor and City.

b. Prepare Progress Pay Estimates

Prepare monthly progress pay estimates detailing the amount of work completed by the contractor. Verify unit quantities and progress to date on lump sum items.

c. Review and Respond to Requests for Information

Review and respond to requests for information and clarifications from the contractor. Prepare any clarification drawings or design modifications necessary to complete the project. Prepare and distribute responses.

d. Review, Negotiate, and Prepare Change Orders

Review, negotiate and prepare change orders as necessary for review and approval by the City.

e. Attend Construction Meetings

Attend biweekly project progress meetings to coordinate work activities with the contractor and the City. Conduct site visits as necessary to review project progress and resolve construction issues.

f. Provide Field Inspection Services

Provide on-site inspection of construction activities. Document progress of the work in daily reports and photographs. 40 additional hours of on-site inspection have been assumed.

The duty and/or Services furnished hereunder by the Engineer, does not include a review of adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligation, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

DELIVERABLES

Deliverables will be provided in the following format:

Submittals – One reviewed copy

Progress Pay Estimates – Two copies

RFIs/Change Orders – One copy

Inspector Daily Reports – One paper copy and once copy on CD-rom

Photographs – One copy on CD-rom

AGREEMENT

The total compensation for services provided under this Contract Amendment shall not exceed \$8,400 as shown in the attached Exhibit "A" without prior written authorization from the Agency.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF MCCLEARY

By: Thomas M. Zerkel
(Signature)

By: _____
(Signature)

Name: Thomas M. Zerkel, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: June 20, 2013

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of McCleary - Wellfield Improvements - Additional Construction Management Services

Tasks	Principal Hours	Project Mgr. Hours	Civil Eng. Hours	Resident Inspector Hours
1. Provide Project Management		1		
2. Provide Construction Management Services				
a. Review Submittals		1	2	
b. Prepare Progress Pay Estimates		1	4	
c. Review and Respond to RFIs	1	2	4	
d. Review, Negotiate and Prepare Change Orders	1	2	4	
e. Attend Construction Meetings		4	4	
f. Provide Field Inspection Services				40
g. Prepare Record Drawings				
3. Provide Startup, Testing, and Training Services				
a. Complete Inspection of Installed Equipment				
b. Review Startup, Testing, and Commissioning Plans				
c. Coordinate and Assist with Startup Testing and Training Activities				
d. Provide Systems Training				
e. Prepare System O&M Manual				
Hour Estimate:	2	11	18	40
Estimated Hourly Rates:	\$56	\$46	\$36	\$33
Direct Labor Cost	\$112	\$506	\$648	\$1,320

Subtotal Direct Labor:	\$ 2,586
Indirect Costs (171%):	\$ 4,422
Total Labor Cost:	\$ 7,008
Fee (15%):	\$ 1,051
Subtotal Labor & Fees:	\$ 8,059
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ \$0.56/mile)	\$ 341
TOTAL ESTIMATED COST:	\$ 8,400

STAFF REPORT

To: Mayor Dent
From: Nick Bird, P.E., Director of Public Works
Date: June 20, 2013
Re: BPA NT Agreement Revision

Attached you will find a cover letter and two revisions to our existing Network Transmission (NT) contract with BPA.

This revision directly relates to Use of Facilities Tariffs (UFTs) that the City has been paying on a monthly basis for years. BPA has researched for months to determine the need of these UFTs. Ultimately, they have determined that the UFTs are unjustified and should not be collected. As such, they have proposed revisions to the contract to remove payment of UFTs beginning in July 2013.

Beginning in July, we will no longer be charged \$3,421 per month. Additionally, BPA has committed to refund 6 years of UFT charges, as that is the maximum that their policy can allow. The refund amount is still being calculated, but it is estimated to be in excess of \$200,000. It is presumed that this refund will not be in a lump sum format, but will be distributed over time. This is still being worked out. Of course as this develops, we will make sure to keep you informed.

Staff Recommendation:

The attached documents are currently in draft form. The formal copies submitted to the City will be mailed next week, but will not have any revisions other than minor modifications (mailing date filled in, watermark removed, etc.). It is recommended that Exhibit A, Revision No. 1 and Exhibit B, Revision No. 1, when formal copies are received, be executed by the City.

Action Requested:

Please consider authorizing the City to execute Exhibit A, Revision No. 1 and Exhibit B, Revision No. 1 when formal copies are received.



Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

TRANSMISSION SERVICES

June X, 2013

In reply refer to: TSE/TPP-2

Mr. Nick Bird, Director of Public Works
City of McCleary
100 South 3rd Street
McCleary, WA 98557-0360

Dear Mr. Bird:

Enclosed for your signature are two originals each of Exhibit A, Revision No. 1 and Exhibit B, Revision No. 1 (Revisions) to Network Integration Transmission Service Agreement No. 01TX-10742 between Bonneville Power Administration (BPA) and the City of McCleary (McCleary).

BPA recently completed a review of McCleary's Use-of-Facilities Charges. Based on this review, BPA is terminating the charges listed in Exhibit B (Direct Assignment and Use-of-Facilities Charges), reflected in the Revisions.

Please sign all originals of the enclosed Revisions and return all signed originals to my attention at one of the following addresses by Close of Business on June X, 2013:

First Class Mail

Bonneville Power Administration
Mail Stop: TSE/TPP-2
P.O. Box 61409
Vancouver, WA 98666-1409

Overnight Delivery Service

Bonneville Power Administration
Mail Stop: TSE/TPP-2
7500 NE 41st Street, Suite 130
Vancouver, WA 98662

Upon receipt of the signed originals, BPA will countersign the originals and will return one executed original of each to McCleary for its files.

If you have any questions, please contact me at 360-619-6012.

Sincerely,

Melanie M. Jackson
Transmission Account Executive
Transmission Sales

4 Enclosures

**EXHIBIT A, REVISION NO. 1
SPECIFICATIONS FOR
NETWORK INTEGRATION TRANSMISSION SERVICE**

TRANSMISSION SERVICE REQUEST

Assign Ref is: 76229840

This Exhibit A, Revision No. 1 updates Section 7 to reflect new General Transfer Agreement No. 13PX-10043 and updates Section 8.3, Direct Assignment and Use-of-Facilities Charges, to reflect Exhibit B, Revision 1 which terminates all UFT charges effective July 1, 2013.

1. TERM OF TRANSACTION

For Assign Ref(s): 76229840

Service Agreement Commencement Date: at 0000 hours on October 1, 2001.

Service Agreement Termination Date: at 0000 hours on October 1, 2028.

2. NETWORK RESOURCES

Pursuant to section 29.2 and 30.2 of Transmission Provider's Tariff, Transmission Customer has designated the following Network Resources:

(a) **Generation Owned by the Transmission Customer**

Resource Name	Start Date	Stop Date	Designated Capacity (MW)	Point of Receipt & Source	Balancing Authority	Associated Assign Ref
N/A						

(b) **Generation Purchased by the Transmission Customer**

Source (Contract No.) or Resource Name	Start Date	Stop Date	Designated Capacity (MW)	Point of Receipt & Source	Balancing Authority	Associated Assign Ref
BPA Power Sales Contract No. 09PB-13069	10/01/11	10/01/28	Net Requirements	BPAPOWER & FCRPS ¹	BPAT ²	N/A ³

(c) **Local Resource Behind the Meter (owned or purchased)**

Resource Name	Start Date	Stop Date	Designated Capacity (MW)	Balancing Authority	Associated Assign Ref
N/A					

¹ Federal Columbia River Power System.

² Bonneville Power Administration Services.

³ There is no associated Assign Ref. for this Network Resource.

3. POINT(S) OF RECEIPT

(a) Federal Generation Point(s) of Receipt

Transmission Customer Point of Receipt: Federal Columbia River Power System (FCRPS);

POR Number: 3453;

Balancing Authority: BPAT;

Location: FCRPS;

Voltage: 500 kV;

Metering: scheduled quantity;

Exceptions: not applicable.

(b) Non-Federal Generation Point(s) of Receipt

Not applicable.

4. POINT(S) OF DELIVERY

(a) Description of Network Point(s) of Delivery

Not applicable.

(b) Description of Transfer Point(s) of Delivery

For purposes of this section the following definitions shall apply:

“Transfer Point of Delivery” means the point where the Transmission Provider delivers power to the Intervening System.

“Point of Receipt from Intervening System” means the point where the Transmission Provider or a Third Party receives power from the Intervening System prior to delivery of power to the Point of Delivery.

Transfer Point of Delivery: McCleary NT DP: South Elma 115 kV;

BPA POD Name: GHPUD;

BPA POD Number: 3885;

Balancing Authority: BPAT;

Location: the points in the Public Utility District No. 1 of Grays Harbor County's South Elma Substation where the 115 kV facilities of the Transmission Provider and the Public Utility District No. 1 of Grays Harbor County are connected;

Voltage: 115 kV;

Metering: in the Public Utility District No. 1 of Grays Harbor County's South Elma Substation in the 115 kV circuit over which such electric power flows;

BPA Meter Point Name: South Elma Out;

BPA Meter Point Number: 627;

Direction for Billing Purposes: Not applicable to the City of McCleary;

Manner of Service: Direct, the Transmission Provider to the Public Utility District No. 1 of Grays Harbor County;

Point of Receipt from Intervening System: Elma 115 kV;

BPA POD Name: MCCLEARY;

BPA POD Number: 3438;

Location: the point in the Public Utility District No. 1 of Grays Harbor County's Elma Substation where the 115 kV facilities of the Public Utility District No. 1 of Grays Harbor County and the Transmission Provider are connected;

Voltage: 115 kV;

Metering: in the Public Utility District No. 1 of Grays Harbor County's Elma Substation in the 69 kV circuit over which such electric power flows;

Transmission Customer Point of Delivery: McCleary 69 kV;

BPA POD Name: MCCLEARY;

BPA POD Number: 433;

Balancing Authority: BPAT;

Location: the point on the Elma-7th & Maple 69 kV Transmission Line, where the 69 kV facilities of the Public Utility District No. 1 of Grays Harbor County and the City of McCleary's #505 switch are connected;

Voltage: 69 kV;

Metering: in Public Utility District No. 1 of Grays Harbor County's Elma Substation in the 69 kV circuit over which such electric power flows;

BPA Meter Point Name: Elma Out-McCleary;

BPA Meter Point Number: 1104;

Direction for Billing Purposes: Positive;

Manner of Service: Transfer, the Transmission Provider to the Public Utility District No. 1 of Grays Harbor County to the Transmission Provider to the Public Utility District No. 1 of Grays Harbor County to the City of McCleary;

Metering Loss Adjustment: the City of McCleary's Loss Factor is applied to meter point #1104 at Elma Substation to adjust for losses between the Elma Point of Metering and the McCleary 69 kV Point of Delivery.

Exceptions: not applicable.

5. NETWORK LOAD

The Application provides the Transmission Customer's initial annual load and resource information. Annual load and resource information updates shall be submitted to the Transmission Provider at the address specified in Exhibit X (Notices), by September 30th of each year, unless otherwise agreed to by the Transmission Provider and the Transmission Customer.

6. DESIGNATION OF PARTY(IES) SUBJECT TO RECIPROCAL SERVICE OBLIGATION

Transmission Customer and its affiliates (if they own or control transmission facilities).

7. NAMES OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE

The City of McCleary is served by transfer over the systems of the Public Utility District No. 1 of Grays Harbor County (Grays Harbor County PUD No. 1) Contract No. 13PX-10043, or its successor.

8. SERVICE AGREEMENT CHARGES

Service under this Agreement may be subject to some combination of the charges detailed below. (The appropriate charges for transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 Transmission Charge

Network Integration Rate Schedule, or its successor, in effect at the time of service.

Short Distance Discount

Short Distance Discount is not applicable to service under this Agreement.

8.2 System Impact and/or Facilities Study Charges

System Impact and/or Facilities Study Charges are not required for service under this Agreement.

8.3 Direct Assignment Facilities Charges

Described in Exhibit B, Revision 1 (Direct Assignment and Use-of-Facilities Charges) of this Agreement.

8.4 Ancillary Service Charges

Described in Exhibit C (Ancillary Service Charges) of this Agreement.

9. OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT

Not applicable.

10. SIGNATURES

The Parties have executed this Exhibit as of the last date indicated below.

CITY OF MCCLEARY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: _____

Name: _____
(Print/Type)

Name: Melanie M. Jackson

Title: _____

Title: Transmission Account Executive

Date: _____

Date: _____

CCM:10742_ExA_R1

**EXHIBIT B, REVISION NO. 1
DIRECT ASSIGNMENT AND USE-OF-FACILITIES CHARGES**

This Exhibit B, Revision No. 1 reflects the termination of all UFT charges effective July 1, 2013.

Use-of-Facilities Charges, Effective July 1, 2013

**Calculation of Charges Pursuant to the UFT-12 Rate
Schedule**

Facility	Investment	I&A Annual Cost Ratio	I&A Annual Cost	O&M Annual Cost	Sum of Non- Coincidental Demands	\$/yr
Substation/Line	\$	%	\$	\$	kW	\$
Highway 12, 69 kV T-Line	0	0	0	0	n/a	0
South Elma Substation	0	0	0	0	n/a	0
South Elma - Elma 115 kV T-Line	0	0	0	0	n/a	0
Elma Substation	0	0	0	0	n/a	0

Total UFT Charge = \$0

SIGNATURES

The Parties have executed this Exhibit as of the last date indicated below.

CITY OF MCCLEARY

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By: _____

Name: _____
(Print/Type)

Name: Melanie M. Jackson

Title: _____

Title: Transmission Account Executive

Date: _____

Date: _____

CCM:10742_ExhB_Rev1

RESOLUTION NO. _____

A RESOLUTION IN RELATION TO AWARDING OF A CONTRACT; CONFIRMING THE UTILIZING OF SOLE SOURCE METHODOLOGY FOR THE ACQUISITION AND INSTALLATION OF CERTAIN EQUIPMENT, & MAKING FINDINGS.

1. The City of McCleary maintains a wastewater collection and treatment utility within the course of its operation. This service is core to health and safety of its citizens.

2. Within the course of its prior activities, the City has previously constructed a new treatment plant. As part of that construction, certain equipment which is crucial to the functionality of a major element of the plant was installed.

3. The Director of Public Works has reported the submersible mixer used at the Wastewater Treatment Plant has failed. To repair the mixer it is estimated the repair cost will be approximately \$5200. Purchasing a new mixer, with a multi-year warranty, will cost \$5900. He had reported that the repair of the existing unit or the purchase of a new unit will take about the same amount of time to achieve.

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6/20/2013
DG/1e

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

4. Based upon those facts, he has recommended the Council authorize the purchase of the new mixer. Further, he has recommended that, based upon the limited alternatives, the benefits arising from familiarity with the existing unit by City staff, and ease of installation, the City stay with the same Swedish manufacturer, Flyght.

5. As is to be expected, the distributors of this product in this country purchase the product through the company's distribution headquarters in New York, and have the product manufactured and shipped from Sweden. Thus the City's options from which to find a direct replacement are limited.

6. The inoperability of the equipment puts the City at risk, both in terms of being able to provide waste water treatment service to its customers and to penalties for violation of the various governmental permits under which the plant operates.

7. By the City acquiring the item, the following benefits are obtained:

(A) Potentiality of error is reduced by the consistency of training and operation.

(B) The City may utilize existing equipment due to the total compatibility.

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6/20/2013
DC/la

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

8. It has been and continues to be the desire and intention of the Mayor and Council to utilize the public bidding process to enhance the value received by the citizens but, under the circumstances of this particular matter, it is recognized as being appropriate to make a specific designation.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR CONCURRING:

SECTION I: The elements contained within the recitals stated above, as more fully detailed in the information provided to the Mayor and entire Council by the Director, shall be and are hereby adopted as Findings and Conclusions by the Mayor and Council.

SECTION II: The sole source acquisition of the item referenced above is authorized subject to compliance with the following conditions:

A. The Director of Public Works shall solicit proposals from no less than two suppliers of the referenced item.

B. He shall submit a written report and recommendation to the Mayor. In the discretion of the Mayor, so long as the recommended proposal does not exceed the sum of \$5,900.00, not including sales tax, the Mayor shall have the authority to go forward with the purchase. In the event that either the amount

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DC/1a

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

is greater than the figure or the Mayor determines that not moving forward with the purchase immediately is in the City's best interest, the matter shall be placed upon the agenda for consideration at the next meeting of the Council

PASSED THIS _____ DAY OF JUNE, 2013, by the City Council of the City of McCleary, and signed in authentication thereof this _____ day of June, 2013.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney

RESOLUTION -A- 4
6/20/2013
DC/le

CITY OF McCLEARY
100 SOUTH 3RD STREET
McCLEARY, WASHINGTON 98557

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A SIX-YEAR
STREET PLAN FOR THE CITY OF McCLEARY.**

R E C I T A L S:

1. The City Council and Mayor have received the recommendations of the Director of Public Works in relation to the requirements and programming involved with the six-year street plan.

2. On _____, 2013, after the giving of the required public notice, a public hearing was held to allow the receipt of input from the Public.

3. Taking into consideration the information received, the Council wishes to formally adopt those recommendations as they have been established by the City Director of Public Works subject to the modifications and expansions carried forth by the Council.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF McCLEARY, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

SECTION I: That certain listing of streets and the priorities established thereon attached hereto as Attachment Number 1 and incorporated by this reference shall be and is hereby adopted as the six-year street plan for the City of McCleary, as that plan is required and designated by the appropriate divisions and agencies of the State of Washington, including but not limited to the Transportation Improvement Board and the Department of Transportation.

SECTION II: The Clerk-Treasurer and the City Director of Public Works shall provide such distribution of this Resolution as may be required from time-to-time.

PASSED THIS _____ DAY OF _____, 2013, by the City Council of the City of McCleary, and signed in approval therewith this _____ day of _____, 2013.

CITY OF McCLEARY:

D. GARY DENT, Mayor

ATTEST:

WENDY COLLINS, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL O. GLENN, City Attorney