

9. A motion to authorize Fire Chief Wilkins to sign the 2008 Volleyball and 2008 Football Agreements with Washington State University Athletics.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: August 12, 2008

ACTION REQUESTED

By motion ratify the 2008 Volleyball Agreement and the 2008 Football Agreement between the city of Pullman and WSU Athletics.

BACKGROUND

WSU ATHLETICS has the need for assistance regarding emergency medical services in conjunction with Bohler Gym volleyball games and Martin Stadium football games during the 2008 sport seasons. The city will provide WSU ATHLETICS with emergency medical services through the use of City Emergency Medical Personnel.

RECOMMENDATION

By motion ratify the proposed agreements.

FISCAL IMPACT

\$ _____

BARS Code Number

SUBMITTED BY
REVIEW/ACTION

Pat Wilkins

Name

Fire Chief

Title

Fire

Department

ATTACHMENTS FOR COUNCIL

1. Volleyball Agreement

2. Football Agreement

REVIEWED BY

Initial

Date

Department Head

City Supervisor

City Attorney

(As To Form)

jsa
maj

8/6/08
7-24-08



FOOTBALL AGREEMENT WSU ATHLETICS AND CITY OF PULLMAN

This Agreement is made and entered into by and between Washington State University Department of Intercollegiate Athletics, hereinafter referred to as "WSU ATHLETICS" and the City of Pullman Fire Department hereinafter referred to as "CITY".

A. RECITALS

WSU ATHLETICS has the need for assistance regarding emergency medical services in conjunction with Martin Stadium football games during the **2008** football season per Part A attached, which outlines the required job performance. CITY has the ability to provide WSU ATHLETICS with emergency medical services through the use of City Emergency Medical Personnel (EMPs) and/or Paramedics.

The CITY shall provide WSU ATHLETICS with emergency medical services at Martin Stadium during home football games held during the 2008 football season as further described in the attached Part A.

B. SCOPE OF SERVICE

1. WSU ATHLETICS agrees to pay CITY at the rates listed in Part A. An invoice referencing this agreement will be sent monthly to WSU ATHLETICS for review and approval;
2. CITY will provide Fire Department Emergency Medical Personnel ("EMPs") for the six (6) home football games as recommended by the Fire Chief or as specified by WSU ATHLETICS;
3. CITY will provide an ambulance on the field and a reserve ambulance as needed;
4. The time anticipated per event will not be less than 5 hours nor more than 12 hours;
5. CITY EMP personnel shall wear appropriate uniform apparel as designated by the Fire Chief;
6. CITY will provide one Fire Department Paramedic for the five (6) home football game as recommended by Dr. Tingstad and Dr. Radakovich;
7. WSU ATHLETICS will not be responsible for injury or losses to CITY EMPs or Paramedics while performing any functions or duties for WSU ATHLETICS;
8. **TERMINATION.** It is mutually agreed that this agreement may be terminated by either party by giving fifteen (15) days notice in writing to the other party. In the event of termination, WSU ATHLETICS will reimburse CITY within the terms of compensation for all work performed to the date of termination, and CITY will make all information collected to date of termination available to WSU ATHLETICS.

9. PROHIBITION AGAINST ASSIGNMENT. This agreement shall not be assigned by CITY without prior approval in writing by WSU ATHLETICS.
10. CITY shall perform all services under the term of this agreement as an operational unit of the City of Pullman and is not an agent of WSU ATHLETICS.
11. NONDISCRIMINATION. Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, gender, marital status, sexual orientation (to include gender identity), religion, veteran status or physical or mental disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; and (c) the Americans with Disabilities Act of 1990, as amended. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.
12. HOLD HARMLESS. WSU ATHLETICS hereby covenants and agrees, to the extent permitted by law, to indemnify, defend and hold CITY harmless from any liability of any nature whatsoever arising out of injury to persons as a result of CITY operations under this contract, except injury or damage arising from CITY's negligence or willful misconduct.
13. VERBAL AGREEMENT. No alteration of terms of this agreement shall be valid unless made in writing and signed by the parties hereto. Oral understandings or agreements not incorporated herein, shall not be binding.
14. NOTICES. All official notices required under this agreement shall be given as follows:

Notice to WSU ATHLETICS Anne McCoy, Senior Associate Athletics Director
Intercollegiate Athletics
Bohler Athletic Complex 108
Pullman, WA 99164-1602

Notice to CITY Pat Wilkins, Fire Chief
City of Pullman
620 South Grand Ave.
Pullman, WA 99163

15. EFFECTIVE DATE. This agreement shall be in effect with the September 6, 2008 football game and all services required by the agreement will be completed by the end of the November 22, 2008 football game.

City of Pullman Fire Department

By: _____ Date: _____
Pat Wilkins

Washington State University Department of Intercollegiate Athletics

By: _____ Date: 7/15/08
Anne McCoy

Recommended by: _____ Date: 7/15/08
John David Wicker, Assoc. AD/Event & Facility Ops.

PART A

FOOTBALL

WSU ATHLETICS needs the services of CITY to provide Emergency Medical Services (EMS) in Martin Stadium on the WSU Campus during WSU'S home football games during the period of September 6, 2008 through November 22, 2008. Specifically, CITY will provide services for WSU ATHLETICS at the following football games:

- | | | |
|----|--------------------|----------------|
| 1. | September 6, 2008 | California |
| 2. | September 20, 2008 | Portland State |
| 3. | September 27, 2008 | Oregon |
| 4. | October 18, 2008 | USC |
| 5. | November 8, 2008 | Arizona |
| 6. | November 22, 2008 | Washington |

FEE FOR SERVICES OF PERSONNEL

Athletics will pay CITY for the personnel and ambulances for 6.5 hours (field ambulance 4 hours only) for each game as listed below:

| <u>Charged Item</u> | <u>Rate</u> | <u>#</u> | <u>Hours</u> | <u>Total</u> |
|-------------------------|-------------|----------|--------------|------------------|
| Fire Officer OT | \$38.00 | 1 | 6.5 | \$ 247.00 |
| Paramedic OT | \$36.00 | 3 | 6.5 | \$ 702.00 |
| Firefighter OT | \$33.00 | 5 | 6.5 | \$1,072.50 |
| Reserve Firefighter | \$12.50 | 9 | 6.5 | \$ 731.25 |
| ALS Ambulance (Field) | \$67.00 | 1 | 4.0 | \$ 268.00 |
| ALS Ambulance (Stadium) | \$67.00 | 2 | 6.5 | <u>\$ 938.00</u> |
| Total | | | | \$3,958.75 |



VOLLEYBALL AGREEMENT WSU ATHLETICS AND CITY OF PULLMAN

This Agreement is made and entered into by and between Washington State University Department of Intercollegiate Athletics, hereinafter referred to as "WSU ATHLETICS" and the City of Pullman Fire Department hereinafter referred to as "CITY".

A. RECITALS

WSU ATHLETICS has the need for assistance regarding emergency medical services in conjunction with Bohler Gymnasium volleyball games during the **2008** volleyball season per Part A attached, which outlines the required job performance. CITY has the ability to provide WSU ATHLETICS with emergency medical services through the use of City Emergency Medical Personnel (EMPs).

The CITY shall provide WSU ATHLETICS with emergency medical services at Bohler Gymnasium during home games as further described in the attached Part A.

B. SCOPE OF SERVICE

1. WSU ATHLETICS agrees to pay CITY at the rates listed in Part A. An invoice referencing this agreement will be sent monthly to WSU ATHLETICS for review and approval.
2. CITY will provide two Reserve Firefighter EMPs for all home volleyball games or as specified by WSU ATHLETICS.
3. EMPs shall report one hour prior to game time. The time anticipated per event will not be less than 3 hours nor more than 5 hours.
4. CITY will provide for Ambulance Service.
5. CITY EMP personnel shall wear appropriate uniform apparel as designated by the Fire Chief.
6. CITY will provide each EMP with radio communications, as deemed necessary.
7. WSU ATHLETICS will not be responsible for injury or losses by EMPs while performing any functions or duties for WSU ATHLETICS.
8. **TERMINATION.** It is mutually agreed that this agreement may be terminated by either party by giving fifteen (15) days notice in writing to the other party. In the event of termination, WSU ATHLETICS will reimburse CITY within the terms of compensation for all work performed to the date of termination, and CITY will make all information collected to date of termination available to WSU ATHLETICS.
9. **PROHIBITION AGAINST ASSIGNMENT.** This agreement shall not be assigned by CITY without prior approval in writing by WSU ATHLETICS.

10. CITY shall perform all services under the term of this agreement as an operational unit of the City of Pullman and is not an agent of WSU ATHLETICS.
11. **NONDISCRIMINATION.** Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, gender, marital status, sexual orientation (to include gender identity), religion, veteran status or physical or mental disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; and (c) the Americans with Disabilities Act of 1990, as amended. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.
12. **HOLD HARMLESS.** WSU ATHLETICS hereby covenants and agrees, to the extent permitted by law, to indemnify, defend and hold CITY harmless from any liability of any nature whatsoever arising out of injury to persons as a result of CITY operations under this contract, except injury or damage arising from CITY's negligence or willful misconduct.
13. **VERBAL AGREEMENT.** No alteration of terms of this agreement shall be valid unless made in writing and signed by the parties hereto. Oral understandings or agreements not incorporated herein, shall not be binding.
14. **NOTICES.** All official notices required under this agreement shall be given as follows:

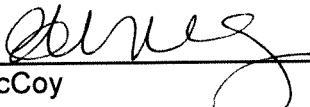
| | |
|-------------------------|---|
| Notice to WSU ATHLETICS | Anne McCoy, Senior Associate Athletics Director Intercollegiate Athletics Bohler Athletic Complex 108 Pullman, WA 99164-1602 |
| Notice to CITY | Pat Wilkins, Fire Chief City of Pullman 620 South Grand Ave. Pullman, WA 99163 |

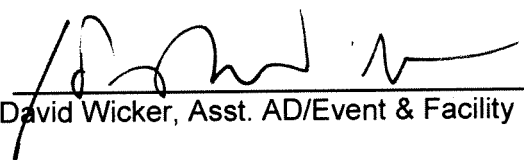
15. **EFFECTIVE DATE.** This agreement shall be in effect with the September 10, 2008 volleyball game and all services required by the agreement will be completed by the end of the November 29, 2008 volleyball game.

City of Pullman Fire Department

By: _____ Date: _____
Pat Wilkins

Washington State University Department of Intercollegiate Athletics

By:  _____ Date: 7/15/08
Anne McCoy

Recommended by:  _____ Date: 7/15/08
John David Wicker, Asst. AD/Event & Facility Ops.

PART A

VOLLEYBALL

WSU ATHLETICS needs the services of CITY to provide Emergency Medical Services (EMS) on the WSU campus during WSU'S home volleyball games during the period of September 10, 2008 through November 29, 2008. Specifically, CITY will provide services for WSU ATHLETICS at the following volleyball games:

- | | | |
|-----|--------------------|------------------------------------|
| 1. | September 10, 2008 | Gonzaga |
| 2. | September 12, 2008 | Baden Cougar Challenge (2 matches) |
| 3. | September 13, 2008 | Baden Cougar Challenge (4 matches) |
| 4. | September 19, 2008 | Utah Valley University |
| 5. | October 3, 2008 | Stanford |
| 6. | October 4, 2008 | California |
| 7. | October 17, 2008 | Oregon State |
| 8. | October 19, 2008 | University of Oregon |
| 9. | November 7, 2008 | UCLA |
| 10. | November 9, 2008 | USC |
| 11. | November 21, 2008 | University of Washington |
| 12. | November 28, 2008 | Arizona State |
| 13. | November 29, 2008 | Arizona |

FEES FOR SERVICES OF PERSONNEL

WSU ATHLETICS will pay CITY for each Reserve Firefighter/EMP as indicated below:

| Charged Item | Rate | Staff Hours | Event Hours | Total |
|--------------|----------------------------|-------------|-------------|-------|
| Even Rate | \$43.00 per hour per Event | | | |

10. A motion to eliminate Pullman Aquatic & Fitness Center memberships that are sold as either Pool only, Fitness Room only, Combination Pool and Fitness and sell one member that is inclusive of the entire facility.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: August 12, 2008

ACTION REQUESTED

A motion to approve the elimination of Pullman Aquatic & Fitness Center memberships that are sold as either Pool only; Fitness Room only; or Combination Pool and Fitness; and sell one membership that is inclusive for the entire facility.

BACKGROUND

In an effort to attract and sell more Pullman Aquatic & Fitness Center memberships, and in conjunction with the September promotional sale in which all memberships are discounted 20%, staff would like to eliminate the three current options individuals have to purchase a membership, and sell one membership that gives admittance to the entire Pullman Aquatic & Fitness Center. In a time when fitness is on the rise and individuals are being encouraged to live a happy & healthy life style, staff feels it is important to give members more choices to achieve their fitness goals. New memberships would be sold at the prices below, which are reflective of the current Pool only or Fitness Room only memberships.

Age..... Daily Monthly ... Quarterly .. Annual

4-17 \$3 \$24 \$66 \$120

18-59 \$4 \$36 \$102 \$180

60+ \$3 \$24 \$66 \$120

Family \$11 \$96 \$234 \$480

If approved, new memberships would be effective September 1, 2008. For those members who purchased a Combination membership within the past year, the expiration date would be extended to equate the remaining value of that membership.

RECOMMENDATION

Pass a motion to approve the elimination of Pullman Aquatic & Fitness Center memberships that are sold as either Pool only, Fitness Room only, or Combination Pool and Fitness and sell one membership that is inclusive for the entire facility.

FISCAL IMPACT

\$0.00

BARS Code Number

SUBMITTED BY

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Kurt Dahmen

Name

Recreation Superintendent

Title

Public Services

Department

REVIEWED BY

Initial Date

Department Head

City Supervisor

City Attorney

(As To Form)

[Signature] 8-2-08
[Signature] 8-7-08

11. RESOLUTION NO. R-70-08

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF PULLMAN AND THE COUNCIL ON AGING & HUMAN SERVICES, FOR THE PURPOSE OF PROVIDING DIAL-A-RIDE TRANSPORTATION SERVICES TO THEIR PULLMAN CLIENTS.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 8/12/08

ACTION REQUESTED:

Approve the 2008 - 2009 contract between Council on Aging & Human Services (Coast) and the City of Pullman/Pullman Transit for providing Dial-A-Ride Transportation service to their clients in Pullman.

BACKGROUND:

For many years, the City of Pullman/Pullman Transit has had a contract with the Council on Aging & Human Services to transport some of their clients in Pullman. The contract allows Council on Aging & Human Services clients to ride Dial-A-Ride service without paying at the time of their ride. We bill the Council on Aging & Human Services on a monthly basis for the rides we give their clients. We provide approximately 89 rides each month.

This contract does not generate a large sum of money, but it does show how we coordinate with other agencies in our community to provide transportation services. Coordination of service is the major factor the State looks at when we are applying for grants. We have been very happy with our current contract and wish to continue it for the future.

RECOMMENDATION:

That the City Council by resolution authorize the Mayor and Finance Director to sign and execute the contract between the City of Pullman/Pullman Transit and the Council on Aging & Human Services for providing Dial-A-Ride service to their clients in Pullman for the next year.

FISCAL IMPACT : \$ None

SUBMITTED BY:

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

Name Rod Thornton
Title Transit Manager
Dept. Public Works/Transit

1. RESOLUTION R-70-08

| <u>REVIEWED BY:</u> | <u>Initial</u> | <u>Date</u> |
|---------------------|----------------|----------------|
| Department Head | <u>MW</u> | <u>7/23/08</u> |
| City Supervisor | <u>JSP</u> | <u>8/6/08</u> |
| City Attorney | <u>may</u> | <u>7-24-08</u> |

(As to form)

S.R. # 083

RESOLUTION NO. R- 70 -08

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF PULLMAN AND THE COUNCIL ON AGING & HUMAN SERVICES, FOR THE PURPOSE OF PROVIDING DIAL-A-RIDE TRANSPORTATION SERVICES TO THEIR PULLMAN CLIENTS.

WHEREAS, the City Council for the city of Pullman has before it a contract between the City of Pullman and the Council on Aging & Human Services (COAST) for providing Dial-A-Ride services which is attached hereto and marked as Exhibit "A"; and,

WHEREAS, this Council believes it to be in the best interests of the city of Pullman to authorize the execution of said Contract; now, therefore,

IT IS HEREBY RESOLVED that the Mayor and the finance director be and they are hereby authorized and directed to execute the Contract attached hereto and marked as Exhibit "A" and to deliver an executed copy thereof to the Council on Aging & Human Services.

IT IS FURTHER RESOLVED that the Mayor and finance director are each hereby authorized and directed to take such further action as may be appropriate in order to effect the purpose of this Resolution and the Contract authorized thereby.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the ____ day of _____, 2008.

DATED this ____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney

COAST

Transportation Program of the Council on Aging & Human Services

Serving Washington and Idaho

In Washington:
(800) 873-9996

P.O. Box 107 • S. 210 Main St. • Colfax, WA 99111
(509) 397-2935 • FAX (509) 397-9229

In Idaho:
(800) 967-2899

COUNCIL ON AGING & HUMAN SERVICES COAST Transportation

PROVIDER SUBCONTRACT

FUNDING will be provided from one, or more, of the following sources:

Federal Transit Administration – Section 5311 Rural Transportation Program;

Washington State Department of Social and Health Service – Health and Recovery Services Administration;

Washington State Department of Transportation – Rural Mobility Program and Rural Paratransit Program;

Aging and Long Term Care of Eastern Washington – Title III-b Senior Transportation; Idaho Department of Transportation;

Disability Action Center;

Idaho Area II Agency on Aging – Senior Transportation Program;

Idaho Department of Health & Welfare – Division of Medicaid; and

United States Health Resources & Services Administration (HRSA) - Rural Health Outreach Grant.

THIS CONTRACT, made and entered into as of this
1st day of July 2008, and extending through the **last day of June 2009**,
by the **COUNCIL ON AGING & HUMAN SERVICES**
(hereinafter referred to as ("CoA&HS") and

City of Pullman / Pullman Transit,
a non-ambulance transportation provider (hereinafter referred to as "contractor")
is for the purpose of providing non-ambulance transportation to:

1. Clients of Department of Social and Health Services (DSHS) Health and Recovery Services Administration (HRSA) Transportation Program in Region 13, which includes Whitman, Garfield and Asotin Counties, for medical trips pre-authorized by the CoA&HS Transportation Brokerage.
2. Clients of Aging and Long Term Care of Eastern Washington and Region II Area Agency on Aging in Idaho, requiring transportation to necessary destinations including but not limited to senior meal sites, medical appointments, grocery shopping, and social services. The transportation for all AAA clients is limited to those 60 years of age and older and provided by volunteers or contracted drivers.
3. Clients in Whitman, Asotin and Garfield Counties in WA and Latah County in ID (under certain funding sources) having special needs and requiring transportation to necessary destinations, provided by volunteers or contracted drivers.
4. Seniors, special needs clients and general public, when applicable, using Idaho Department of Transportation and Disability Action Center funding as appropriate in rural Nez Perce, Idaho, Clearwater, Lewis and Latah Counties.
5. Other client populations as requested by the CoA&HS Transportation program.

WITNESSETH:

WHEREAS, CoA&HS desires to engage a firm to provide transportation services; and

WHEREAS, Contractor is able and prepared to provide such services as CoA&HS does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM

A. The term of this contract will be from July 1, 2008 to and including, June 30, 2009, unless sooner terminated under the provisions hereof. CoA&HS will have an option to extend the contract. CoA&HS will exercise the option no later than 30 days prior to the termination of the initial term of this contract.

2. CONTRACTOR'S GENERAL RESPONSIBILITY

B. Contractor agrees to assume responsibility for successful, timely and cost effective transport of eligible, CoA&HS authorized clients to /from services. Contractor accepts the relationship of trust and confidence established between it and CoA&HS by this contract and covenants with CoA&HS to furnish its best professional skill and judgment in furthering the interests of the program. Contractor warrants that it will exercise, in its performance of services, the standard of care normally exercised by organizations engaged in performing comparable services, agrees to furnish efficient business administration and superintendence, and to use its professional efforts at all times in a expeditious and economical manner consistent with the best interests of CoA&HS to ensure the successful and timely completion of all phases of the program. See also, Appendix A Federal Terms and Conditions.

3. PROGRAM MANAGER

A. Contractor's Program Manager is Rod Thornlon. In the event that the designated Program Manager is changed Contractor will notify CoA&HS.

4. PROGRAM OFFICER

A. CoA&HS Program Officer is Gail Griggs. CoA&HS will give contractor prompt notice of and re-designation of its Program Manager.

5. PROGRAM INFORMATION

A. CoA&HS will provide clients and associated entities with full information regarding requirements for participation in the Program. Contractor agrees to fully cooperate and to share information with all entities and persons involved in or associated with the Program. No news or press releases related to the Program will be made without authorization of the CoA&HS Program Officer.

6. PERIODIC REPORTS AND MEETINGS/MONITORING

A. Contractor will provide appropriate information to CoA&HS for preparation of periodic progress reports.

B. CoA&HS may request and contractor will attend periodic Program meetings/monitoring to review program activity.

7. SERVICES

A. This contract is for provision of non-ambulance transportation services authorized by CoA&HS. Contractor will maintain daily contact logs which document all of the appropriate items listed below:

1. Requester name
2. Riders full name, phone number
3. Date and time of contact/request
4. Date and time for provision of transportation, and name of driver
5. Pick up and drop off locations
6. Number of trips, hours/minutes of service per trip and mileage

8. DOOR-TO-DOOR SERVICE:

A. This service is necessary when a client needs assistance from the home or facility to the vehicle and from the vehicle to the home or facility. This will include assisting the rider into the facility or home and ensuring the safety of that rider at their ending destination.

Also included in this service is the delivering of verbal or written instructions to the receiving facility. An example would be transporting a client from a hospital to a nursing home and delivering the discharge paperwork to the front desk at the receiving facility.

A client that cannot proceed through the door safely without assistance will not be abandoned at that point. The Door-to-Door trip will only be complete when the rider that need assistance receives it at both ends of the trip. **NOTE:** In situations where a client is absolutely dependent upon another person to enter into, or leave their home or a facility, an attendant may be requested.

9. CONTRACTOR IDENTIFICATION

A. Contractor will furnish to CoA&HS its social security number or employer identification number as designated by the Internal Revenue Service and identify their legal basis for operation in the state of Washington.

10. REQUIRED DOCUMENTATION AND BILLING

A. Within **5 days after the end of each month**, contractor will present that months trip data reports and billing invoices to CoA&HS for the work performed under the terms of this contract.

B. Separate billing invoices are to be submitted for each client group as indicated by CoA&HS.

C. Invoices will include client and trip information for each one-way trip provided in the month and each item totaled for the month. (See Section 7)

11. CONTRACTOR IS INDEPENDENT CONTRACTOR

A. Contractor will be an independent contractor for all purposes and will be entitled to no compensation other than provided under Paragraph 12.

B. Contractor acknowledges responsibility for liability arising out of its performance of this contract and will hold CoA&HS harmless from and indemnify CoA&HS for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from Contractors negligent acts, omissions, activities, or services provided pursuant to this Contract. CoA&HS will require **Contractor to provide proof of sufficient liability to meet applicable state requirements to COA&HS with this signed contract.**

General Liability:

| | | |
|------------------|------------------------------|-------------------------|
| Bodily Injury: | Per Occurrence - \$1,000,000 | Aggregate - \$2,000,000 |
| Property Damage: | Per Occurrence - \$1,000,000 | Aggregate - \$2,000,000 |

If such insurance is written on a *combined single limit* (CSL) basis, the limit of liability is \$1,000,000 per occurrence.

Auto Liability:

| | |
|-----------------|------------------------------|
| Bodily Injury: | Per Person - \$1,000,000 |
| Property Damage | Per Occurrence - \$1,000,000 |

12. COMPENSATION

Provider Name City of Pullman / Pullman Transit

A. Reimbursement rates for services: (or attach rate schedule)

1. Van/car/bus Transport, ambulatory, \$ 2⁰⁰ Per mile.
2. Van/bus Transport, Lift use, \$ _____ Per mile.
3. Additional Client, (Grouped ride) \$ 2⁰⁰ Per person.
4. Mileage reimbursement for volunteers in WA or ID \$ _____.
5. Set up fee for Volunteer Transport \$ _____.
6. Other: _____.
7. **No Reimbursement for wait time or No Shows.**

B. Contractor will **not** request or accept payment or gratuity from any person for whom services were requested by CoA&HS Transportation Brokerage and performed under this contract.

C. Contractor will ensure that services and costs for Clients are comparable to the transportation services and costs that the general public would receive.

13. TERMINATION/SANCTIONS

A. Termination for Convenience: CoA&HS may terminate this Contract at any time by 60 days written notice to Contractor. Contractor will be paid for all work performed up to the time of termination.

B. Termination for Default: If Contractor fails to perform in the manner called for in the contract, CoA&HS may terminate this Contract for default. Serving written notice of termination, which includes the manner in which Contractor is in default, will effect termination. Contractor will only be paid for services performed in accordance with the contract.

1. Sanctions may be imposed rather than termination in an effort to bring Contractor into compliance with this contract. These sanctions may be in the form of suspension or up to a \$1000.00 fine depending on the severity of infraction. The infraction could be recurring events such as: driver no-shows, late pick-ups, specific type of complaints, or: non-compliance with required reports or requested information as specified in this contract. If sanctions do not bring the desired result, contractor will be terminated.

C. Mutual Agreement: This Contract may be terminated at any time by written consent of both parties.

14. SUBLETTING OR ASSIGNING OF CONTRACTS

A. Contractor agrees that it will not assign, sell, transfer or sublet its rights or delegate its responsibilities under this contract in whole or in part without written consent of CoA&HS.

15. VEHICLE MAINTENANCE AND SAFETY

A. Contractor will assure all vehicles (and associated equipment) are maintained in top working condition to minimize breakdowns and decrease the chance of accidents. The Contractor will implement a maintenance and safety schedule and driver training appropriate to service, (Attachments "B & C"). Contractor will assure all volunteers driving their own vehicles are registered with Contractor and will implement a program that will provide safe/legal drivers in safe/legal vehicles to minimize breakdowns and decrease the chance of collisions. (Attachments "B & C")

16. NONDISCRIMINATION

A. During the performance of this Contract, Contractor will comply with the DSHS nondiscrimination plan and the federal and state laws upon which it is based. Requirements of the nondiscrimination plan are hereby incorporated by reference and are included as Attachment "A."

17. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

A. During the performance of this contract, Contractor will comply with all operating licenses: local, state and federal regulations governing its operation. Contractor will maintain current appropriate licenses, insurance, and files during the time period covered by this agreement, this will include all Americans with Disabilities Act requirements, Drug Free Workplace requirements and Drug and Alcohol testing requirements under the Federal Transit Administration and/or Federal Highway Administration (if applicable). **Contractor will submit copies of appropriate licenses and insurance to CoA&HS with this signed contract.**

B. All drivers and vehicles used by the contractor will have and maintain current licenses and insurance in accordance with all local, state and federal regulations. Procedure for compliance must be submitted to CoA&HS. Documentation of proper vehicle, driver licenses, background checks and other state requirements must be available for review by COA&HS.

C. Passenger restraint devices must be used in compliance with state and federal law. Approved infant/child restraint seats must be used for children as required by law in regard to age and weight requirements.

18. ACCIDENT/INCIDENT REPORTING

Contractor shall notify CoA&HS in the following manner:

- A. Within one (1) hour of the incident/accident, the Contractor shall notify COA&HS of:
 - 1. Vehicle Accidents involving the transport of clients, where either of the following has occurred:
 - a. Personal injury, or
 - b. Property damage in excess of two thousand dollars (\$2000.00), and
 - 2. Client Health and Safety Incidents.
- B. By the end of the next business day, the Contractor shall submit written reports of accidents and incidents that:
 - 1. Details the event, complete with names of parties involved, witnesses, immediate actions taken, and
 - 2. Follow up with oral and written reports as any future action or information is obtained.

19. MAINTENANCE AND INSPECTION OF RECORDS

A. Contractor will maintain books, records, documents, and other materials relevant to the provision of goods or services and adequate to document the scope and nature of the goods and services provided. Contractor will retain materials for a minimum of **six (6) years** after the end of the contract period, or as otherwise directed by COA&HS.

B. Since the Contract contains provisions for reimbursing Contractor for costs incurred in performance, Contractor will, in addition, maintain books, records, documents, and other evidence of procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in performance of this Contract.

C. These materials will be available at all reasonable times for inspection, review, or audit by personnel duly authorized by CoA&HS or DSHS/MAA.

D. **Contractor will submit Fleet Inventory, monthly, or as vehicles are rotated in and out of service.** This report should indicate make, model, year, passenger capacity and wheel chair accessibility.

E. **Contractor will submit list of drivers, monthly, or as new employees are hired.** Report will indicate when drivers abstract and background check were completed. Drivers shall not transport COA& HS clients until these checks are complete.

20. SAFEGUARDING OF ELIGIBLE RECIPIENT INFORMATION

A. The use or disclosure by any party of any information concerning an eligible recipient for any purpose not directly connected with the administration of the CoA&HS's or Contractors responsibilities with respect to services provided under this Contract is prohibited, except by written consent of the eligible recipient, his/her attorney, or his/her responsible parent or guardian, or as otherwise provided by law. (42 CFR Part 431, Subpart F) (HIPAA regulations 45 CFR Parts 160, 162 and 164 when applicable)

21. OWNERSHIP OF DOCUMENTS

A. All work performed by Contractor under this Contract will be the property of CoA&HS. CoA&HS retains ownership of any and all data, documents, plans, specifications, working papers, and any other materials produced by Contractor in connection with this Contract.

22. NONUSE OF CERTAIN FACILITIES

A. Contractor will comply with all applicable standards, orders or requirements Issued under Section 306 of the Clean Air Act (42 USC 1857 {h}), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15).

23. ENERGY EFFICIENCY

A. Contractor will comply with state and local building codes. Through such compliance, Contractor recognizes standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan, Issued In compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

24. INTEGRATION

A. This Contract, with Appendix and Amendments, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements

Date ____/____/____

Date ____/____/____

By _____

By _____

(Signature)

Name _____

Name: Gail Griggs

Title _____

Title: Transportation Director

Organization _____

Council on Aging & Human Services

Address _____

P.O. Box 107

Colfax, WA 99111

Telephone # _____

Phone: 509-397-2935

Fax: _____

Fax: 509-397-9229

Email: _____

Email: coast@stjohncable.com

Contractor's Federal I.D. Number or
Social Security Number and PUC #:

91-6001269

shared files/coast contracts/ subcontractor 2007

Attachment "A"

NONDISCRIMINATION

During the performance of this contract, the contractor shall comply with the following nondiscrimination plan and the federal and state laws upon which it is based. Requirements of the nondiscrimination plan are hereby incorporated by reference, but are not limited to:

Nondiscrimination in Employment:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, marital status, age, income level, or the presence of any sensory, mental or physical disability. This requirement does not apply, however, to a religious corporation, association, educational institution or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such a corporation, association, educational institution or society or its activities.

The Contractor shall take affirmative action to ensure that all employees are employed and treated during employment without discrimination because of their race, color, sex, national origin, religion, marital status, age, income level, or the presence of any sensory, mental or physical disability. Such action shall include but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment selection for training, including apprenticeships and volunteers.

The Contractors responsibilities stated herein shall include, but not be limited to, compliance with Executive order 11246, entitled "Equal Employment Opportunity" as amended by Executive order 11375, and as supplemented by Department of Labor regulations (41CFR, Part 60) and all other federal and state laws relating to nondiscrimination and equal employment opportunity.

Nondiscrimination in Client Services:

The Contractor shall not, on grounds of race, color, sex, national origin, religion, marital status, age, income level, or the presence of any sensory, mental or physical disability:

1. Deny individual services or other benefits provided under this contract.
2. Provide an individual service or other benefits which are different or are provided in a different manner from those provided to others under this contract.

3. Subject an individual to segregation or separate treatment in any manner related to the receipt of any services or benefits provided under this contract.
4. Deny any individual an opportunity to participate in any program provided by this contract through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded to others under this contract. The Contractor, in determining (1) the types of services or other benefits to be provided, or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided, or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration, which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, marital status, age, income level, or the presence of any sensory, mental or physical disability.

Noncompliance with Nondiscrimination Plan:

In the event of the Contractor's noncompliance or refusal to comply with the nondiscrimination plan, this contract may be rescinded, canceled, or terminated in whole or in part, and the contractor may be declared ineligible for further contracts. The contractor shall, however, be given a reasonable time in which to resolve any identified noncompliance issues.

Attachment "B"

MINIMUM STANDARDS

The following minimum standards apply primarily to the commercial transportation provider. However, an Agency who uses volunteers or staff vehicles should follow the basic guidelines to assure all clients are in a safe, clean environment with competent, licensed, insured drivers when being transported to their appointments

Maintenance and Safety:

The transportation provider shall assure all vehicles (and associated equipment) are maintained in top working condition to minimize breakdowns and decrease the chance of collisions. The provider shall implement a maintenance and safety program that includes but is not limited to:

1. A preventive maintenance schedule, which incorporates, at a minimum, the schedule recommended by the vehicle manufacturer.
2. Installation of the following equipment on each commercial vehicle:
 - a. First aid kit appropriate for size of vehicle
 - b. U.L. approved fire extinguisher appropriate for size of vehicle
 - c. Collision/Incident report forms
 - d. Triangular reflective warning devices
 - e. Flashlight (with working batteries)
 - f. Chains or other traction aids (seasonal)
 - g. Mouth-to-mouth barriers
 - h. Blood borne pathogens kit
 - i. 'No Smoking' signs
 - j. Seat belt web cutters
3. Commercial Vehicle record file containing the following information:
 - a. Vehicle Identification number
 - b. Licensing/insurance requirements verification
 - c. Vehicle maintenance, history, including type, date and mileage
 - d. Vehicle loss control record listing collision/incident description, date, mileage, and driver name
 - e. Vehicle equipment check log verifying any special equipment has been checked for proper working order
 - f. Vehicle operational and safety check log recorded at beginning of each work day indicating tires, brakes, lights, seat belts and other relevant equipment are operational and the vehicle has not been damaged
 - g. Documentation that preventive maintenance was performed according to the schedule recommended by the vehicle manufacture.

- h. Annual inspection reports
- i. If any vehicle lacks any of the above requirements, vehicle must be removed from service until those requirements are met.

Vehicle Requirements:

1. Two way communication system must be available in all commercial vehicles. Cell phones are acceptable.
2. All vehicles used in the transport of clients:
 - a. are to be equipped with working heating, cooling, ventilation systems.
 - b. will have functioning clean and accessible seat belts for each passenger.
 - c. have functional door handles on all doors.
 - d. have accurate speedometer and odometer.
 - e. have functioning interior lights within the passenger compartment.
 - f. have exterior rear view mirrors and interior mirror for monitoring passenger compartment.
 - g. have clean interiors that protect the safety and comfort of the rider, and clean exteriors with no broken items, or defects to detract from the overall appearance of the vehicle.
 - h. must be smoke free.
3. Any vehicle not meeting these requirements will be taken out of service until these requirements are met.

Safety Equipment:

All vehicles must have appropriate restraining devices for all passengers (including, on appropriate vehicles, wheelchair tie downs for each wheelchair position [4 point with lap and shoulder harness for all vehicles acquired after 2/92]), and approved infant/child restraint seats for children as required by law in regard to age and weight requirements, or require families to supply their own car seats.

Vehicle Insurance:

1. Liability Insurance

Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance with the following minimum limits:

Bodily Injury: Per Occurrence - \$1,000,000 Aggregate - \$2,000,000
Property Damage: Per Occurrence - \$1,000,000 Aggregate - \$2,000,000

If such insurance is written on a *combined single limit (CSL)* basis, the limit of liability required is \$1,000,000 per occurrence \$2,000,000 aggregate.

Within fifteen (15) days of execution of this Contract, Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to COA & HS that the foregoing insurance has been secured.

2. Commercial Automobile Liability Insurance

Contractor shall at all times during the term of this Contract carry and maintain commercial automobile liability insurance with the following minimum limits for all of contractor's vehicles authorized or used to transport COA & HS clients:

| | |
|---|--|
| Bodily Injury: Per Person - \$1,000,000 | Aggregate - \$2,000,000 |
| Property Damage | Per Occurrence - \$1,000,000 Aggregate - \$2,000,000 |

Within fifteen (15) days of execution of this Contract, Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to COA & HS that the foregoing insurance has been secured.

Driver Selection

In addition to the general personnel selection procedures of the Organization, selection of the drivers shall include:

1. Verifying the applicant has the appropriate and valid driver's license. A Commercial Drivers License (CDL) shall be required if the driver will be operating a vehicle with passenger capacity of sixteen (16) or more.
2. State Criminal History Check.
3. Verifying the applicant has had no moving traffic violations and has not been involved in any at-fault collisions within the last three (3) years. Annual Department of Motor Vehicle records (personal and employment) must be on file. Written verification by the Contractor's insurance agent is fully acceptable.
4. Verifying the driver is physically capable of safely operating the program vehicle and all special equipment. This verification shall be in the form of a written medical statement. If such a statement is not available, some other form of creditable verification should be provided.

Driver Training

Transportation providers shall assure commercial vehicle drivers are completely familiar with their jobs and able to safely use all associated equipment. Agencies with persons driving their own vehicles for the purpose of transporting COA& HS clients should comply with the following points when practical. The driver training program shall be written and include at least the following:

1. New drivers shall be fully briefed about the transportation program, reporting forms, vehicle operation and geographic area in which they will operate their vehicles.
2. Before passengers are carried, each driver shall be road tested with each vehicle they will drive.
3. Drivers shall be trained to use any special equipment installed on their vehicles, such as wheelchair lifts, fire extinguishers, tie-downs and two-way radios.
4. Drivers shall successfully complete the National Safety Council Defensive Driving Course, or an approved equivalent, an approved course in passenger assistance, safety and sensitivity.
5. Drivers shall know and understand proper emergency procedures, such as medical emergency or accident, including evacuation procedures.
6. Drivers shall receive training to properly install Child Safety Seats for all ages/weights as applicable.
7. Drivers shall successfully complete an approved course in blood borne pathogens/bodily fluid clean-up procedures utilizing a blood borne pathogens clean-up kit. (Universal precautions)
8. Drivers shall receive at least an annual briefing, which covers changes in the transportation program, reporting forms and vehicle operation, including the operation of special equipment.
9. Written records shall be maintained for all drivers verifying with their signature that they have received required training.

Driver Evaluation:

The transportation provider shall have a plan for evaluating each driver's ability to transport all riders including riders with disabilities and those using mobility aids. Evaluation methods shall include at least the following:

1. Semi-annual observation of each driver's on-the-job performance.
2. The supervisor shall ride with the driver to observe his/her driving techniques.
3. Annual review of each driver's responsibilities and performance.

The results of the semi-annual observation and the annual review shall be documented in writing and include the employee's signature.

Driver Verification:

The transportation provider using non-private owned vehicles (except those operated by Public Transit District) shall verify that drivers used for this contract meet the terms and conditions of this contract and applicable regulations.

1. Provide a list of drivers used for this contract, updated **monthly**, verifying the terms of the above listed Driver Selection, Driver Training, and Driver Evaluations are current.
2. When hiring a new driver, the above listed elements must be met before transporting COA&HS clients.
3. Establish a policy and procedure to answer client complaints about the qualifications, safety or suitability of a driver. Involve COA&HS in any complaints received. (See Accident/Incident Investigation and Reporting Contract Section 18)
4. Drivers not meeting the terms of this contract shall be removed from serving COA&HS clients, and remain so until the driver is re-verified.

Accident/Incident Investigation and reporting:

Within one hour of the Contractor being notified, or the first hour of the next business day, the Contractor shall notify COA&HS Program Officer of any vehicle accidents or incidents involving COA&HS clients. Most verbal reports must be followed by written reports signed by the individual driver involved, along with any witness names and statements.

This section also applies to Driver Conduct infractions, driver incidents or complaints against a driver. This would include driver suspension from duty until investigation rules that COA&HS client was not in jeopardy. Follow up reporting to COA&HS and a plan of corrective action must be submitted to COA&HS within 5 business days. (See also Contract Section 18 Accident/Incident Reporting.)

12. RESOLUTION NO. R-71-08

A RESOLUTION ACCEPTING THE BID OF THE MOSCOW-PULLMAN DAILY NEWS FOR
LEGAL PUBLICATIONS AND AUTHORIZING THE DESIGNATION OF THE MOSCOW-
PULLMAN DAILY NEWS AS THE OFFICIAL NEWSPAPER OF THE CITY OF
PULLMAN.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: August 12, 2008

ACTION REQUESTED

Pass a resolution designating the Moscow-Pullman Daily News as the "official newspaper" of the City of Pullman and accept their bid for legal publication.

BACKGROUND

Chapter 469, Laws of 1985, requires that the City designate an official newspaper by resolution, and the newspaper be of general circulation in the City and have qualifications prescribed by Chapter 65.16 RCW. This resolution accepts the bid of \$6.25 per column inch for the first publication for each publication submitted to the Moscow-Pullman Daily News for legal publication and designates the Moscow-Pullman Daily News as the "official newspaper". This is a decrease of \$.12 per column inch from the 2007 bid. This reduced rate is due to the recently reduced size of the advertising column widths as a result of a new press. The Moscow-Pullman Daily News has also agreed to print an agenda summary and to furnish two affidavits of publication at no cost to the City.

Legal publication bid letters were sent to the Moscow-Pullman Daily News, The Spokesman-Review, and the Lewiston Tribune. The Moscow-Pullman Daily News was the only paper to respond with a bid.

RECOMMENDATION

Adopt the attached resolution.

FISCAL IMPACT

\$ _____

BARS Code Number

SUBMITTED BY

Jane Joyce
Name

Deputy City Clerk
Title

Finance
Department

ATTACHMENTS FOR COUNCIL REVIEW/ACTION

1. Resolution No. R- -08
2. Bid from Daily News

REVIEWED BY

| | Initial | Date |
|-------------------------------|------------|----------------|
| Department Head | <u>JW</u> | <u>7/28/08</u> |
| City Supervisor | <u>JSS</u> | <u>8/6/08</u> |
| City Attorney (As To Form) | <u>maj</u> | <u>7-28-08</u> |

RESOLUTION NO. R-71 -08

A RESOLUTION ACCEPTING THE BID OF THE MOSCOW-PULLMAN DAILY NEWS FOR LEGAL PUBLICATIONS AND AUTHORIZING THE DESIGNATION OF THE MOSCOW-PULLMAN DAILY NEWS AS THE OFFICIAL NEWSPAPER OF THE CITY OF PULLMAN.

WHEREAS, Chapter 469, Laws of 1985, requires that the City "designate an official newspaper by resolution" and the newspaper be of general circulation in the City and have the qualifications prescribed by chapter 65.16 RCW; and,

WHEREAS, the Moscow-Pullman Daily News submitted the most acceptable bid for legal publications; and,

WHEREAS, the City Council deems it to be in the best interests of the city of Pullman to accept this bid; now, therefore,

IT IS HEREBY RESOLVED that the Moscow-Pullman Daily News is designated as the official newspaper of the City of Pullman; and,

BE IT FURTHER RESOLVED that the City does accept the bid of the Moscow-Pullman Daily News and will publish all legal notices with them until July 31, 2009.

IT IS FURTHER RESOLVED that the Mayor and Finance Director be and they are hereby authorized and directed to take whatever legal action is necessary to effect the purposes of this resolution.

ADOPTED by the City Council of the City of Pullman at a regular meeting held on the _____ day of _____, 2008.

DATED this _____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney

TO: Jane Joyce, Deputy City Clerk, City of Pullman.

7/18/08.

FROM: Nathan Alford, Editor & Publisher, Moscow-Pullman Daily News.

SUBJECT: Bid for Legal Publication.

Ms. Joyce,

Please accept this letter and necessary enclosures as our bid to continue publishing the legal notices for the City of Pullman.

Our legal notice rate will be \$6.25 per column inch for a single run date. For two advertising run dates, the rate will be \$11.79 per column inch. For three advertising run dates, the rate will be \$17.24 per column inch. For four advertising run dates, the rate will be \$22.19 per column inch. For five advertising run dates, the rate will be \$27.14 per column inch. For six advertising run dates, the rate will be \$31.58 per column inch. For seven advertising run dates, the rate will be \$37.18 per column inch. And, after the seventh run date, it is an additional \$3.07 per column inch, per run date.

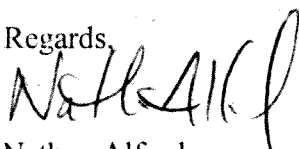
The reduced rate per inch, compared to the 2007-2008 agreement, reflects the recently reduced size of our advertising column widths. The change in column width is related to the installation of a new press, recently installed by the Daily News.

Legal notices are to be received by the Daily News two full business days prior to publication. All legal advertisements for the Saturday a.m. edition must be received by noon on the preceding Wednesday. We also agree to publish a city council agenda summaries one day prior to meetings at no charge.

We agree to all the provisions outlined in the request for bid. Our average daily circulation in the Pullman area is 2,227. No documentation is immediately available confirming the Daily News as a legal newspaper by the Superior Court of Whitman County. However, we were recently recognized as an official newspaper of record by Whitman County which accepted our legal advertising bid for 2008-2009.

If you have any need for additional information, please contact me at your convenience.

Regards,



Nathan Alford.

13. RESOLUTION NO. R-72-08

A RESOLUTION ACCEPTING THE BID OF KACI GENERAL CONTRACTOR FOR PARKS OFFICE RE-ROOF AND AUTHORIZING EXECUTION AND DELIVERY OF THE CONTRACT FOR SAID PROJECT.

NOTES:

REQUEST FOR COUNCIL ACTION

For Meeting of: 08/12/08

ACTION REQUESTED:

Award the bid for Parks Office Re-Roof.

BACKGROUND:

The scope of contract 08-08A, Parks Office Re-Roof, provides for the removal of the existing 3,200 square foot shake roof and construction of a new fiberglass/asphalt shingle roof, fascia, and gutters for the Parks Office Building located on South Street. Bids for this project were first opened on April 15, 2008, with the only bid received, that bid being from Icon Corporation at \$74,382.00. This bid was beyond the budget available for the project, therefore, on recommendation from staff, that bid was rejected and the project was redesigned and rebid using a different roofing system. Bids for that project were set to open on July 1st, however no bids were received. Subsequently, a price for this project has been negotiated with KACI General Contractor, a local contractor, for the amount of \$27,229.01. This amount is within the available budget and award is recommended. Funding for this project will be from the Parks Facilities budget.

RECOMMENDATION:

Adopt the attached resolution awarding contract 08-08A, Parks Office Re-Roof, to KACI General Contractor for the bid amount of \$27,229.01.

FISCAL IMPACT:

\$27,229.01
001.7600.594.76.62.04
BARS Code Number

SUBMITTED BY:

Name Mark Workman
Title Public Works Director
Dept. Public Works

ATTACHMENTS FOR COUNCIL REVIEW/ACTION:

1. Resolution R-72-08

REVIEWED BY:

| | Initial | Date |
|-----------------|------------|----------------|
| Department Head | <u>MW</u> | <u>7/30/08</u> |
| City Supervisor | <u>jos</u> | <u>8/6/08</u> |
| City Attorney | <u>may</u> | <u>7-30-08</u> |
| (As to Form) | | |

RESOLUTION NO. R- 72-08

A RESOLUTION ACCEPTING THE BID OF KACI GENERAL CONTRACTOR FOR PARKS OFFICE RE-ROOF AND AUTHORIZING EXECUTION AND DELIVERY OF THE CONTRACT FOR SAID PROJECT.

WHEREAS, bids were opened on July 1, 2008, for Contract No. 08-08A, Parks Office Re-Roof, with no bids received; and,

WHEREAS, KACI General Contractor has now submitted a negotiated bid for Contract No. 08-08A, Parks Office Re-Roof in the amount of Twenty-Seven Thousand, Two Hundred Twenty-Nine and 01/100 DOLLARS (\$27,229.01); and,

WHEREAS, a contract has been prepared to provide for performance of said project; and,

WHEREAS, the City Council deems it to be in the best interests of the city of Pullman to enter into said contract; now, therefore,

IT IS HEREBY RESOLVED by the City Council of the city of Pullman that the bid of KACI General Contractor for the above-described project be and it is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor and the Finance Director be and they are hereby authorized and directed to execute the contract for said project and to deliver an executed copy thereof to KACI General Contractor.

BE IT FURTHER RESOLVED that pursuant to the provisions of R.C.W. 46.90.265(2), the traffic engineer is hereby authorized to place and maintain official traffic control devices as the traffic engineer may deem necessary to regulate, warn, or guide traffic during construction.

IT IS FURTHER RESOLVED that the mayor is hereby authorized to take whatever further action is necessary, including but not limited to the execution of a Contractor's Escrow Agreement if requested by the Contractor, in order to effect the purposes of this resolution.

ADOPTED by the City Council of the city of Pullman at a regular meeting held on the _____ day of _____, 2008.

DATED this _____ day of _____, 2008.

Mayor

ATTEST:

Finance Director

Approved as to Form:

City Attorney