



Regular City Council Meeting Agenda
City Council Chambers
February 26, 2019 - 6:00 p.m.

- A. Call To Order - Pledge Of Allegiance
- B. Roll Call - Excused Absences
- C. Minutes

Minutes Of The Special City Council Meeting Of February 5, 2019

Documents:

[2-5-19.PDF](#)

Minutes Of The Regular City Council Meeting Of February 12, 2019

Documents:

[2-12-19.PDF](#)

- D. Vouchers/Payroll

2018 Voucher Total = \$499.00

2019 Voucher Total = \$738,327.54

- E. Claims For Damages
- F. Small Contracts (Less Than \$10,000) - Approved By Mayor
- G. Information Items
- H. Appointments
- I. Citizen Comments: Open To Public (Two Minute Limit)
- J. Action Items

Employee Introduction

CTR Awards

Public Hearings

Resolutions

1. 19-007 - Resolution E-703 - 2018 CDBG Water Improvement Project Appropriation Increase

On July 24, 2018 Council awarded the CDBG Watermain Project with a construction appropriation amount of \$ 219,000.00. Unforeseen circumstances was encountered in trench excavation with the removal of many boulders, and caused additional expense in backfill material. Final cost of the project is \$ 227,782.27. Staff is requesting an appropriation increase of \$ 8,782.27.

Documents:

[CCAR 19-007 2018 CDBG WATER IMPROVEMENT PROJECT CO ONE.PDF](#)
[RES E-703 2018 CDBG WATER IMPROVEMENT PROJECT CO ONE.PDF](#)

2. 19-009 - Resolution E-705 - Nordisk Systems Inc., Power9 Server Install Contract
The current AS/400 computer server used by the Police Department is at end of life and end of lease and is in need of replacement. This project has been under development for several months and is a budgeted expenditure. The AS/400 will be replaced with an updated Power9 server and the data migrated over to the new system.

Documents:

[AGENDA COVER 19-009 POWER9 PURCHASE.PDF](#)
[RESOLUTION E-705 POWER9 SERVER CONTRACT.PDF](#)
[POWER9 CONTRACT.PDF](#)

3. 19-010 - Resolution E-706 - 2019 Well One Rehab Project Award
Bids were opened on February 21, 2019 with one responsive bid received from Specialty Pump Services Inc. in the amount of \$ 39,200.00 plus taxes.

Documents:

[CCAR 19-010 2019 WELL ONE REHAB PROJECT AWARD.PDF](#)
[RES E-706 2019 WELL ONE REHAB PROJECT AWARD.PDF](#)
[BID RESULTS WELL 1 PUMP REHAB PROJECT 2019.PDF](#)
[2019 WELL ONE REHAB PROJECT CONTRACT.PDF](#)

Ordinances

Other Business

K. Staff Reports

L. Mayor's Report

M. Council Reports

N. Executive Session

O. Adjournment

SPECIAL CITY COUNCIL MEETING

February 5, 2019

A. Call to Order – Pledge of Allegiance Mayor Pro Tem Overhauser called the Regular City Council meeting to order at 6:00 p.m.

B. Roll Call – Excused Absences Councilmembers present included Councilmember Schmidt, Councilmember Weiszmann, Councilmember Hilton, and Councilmember Taves. Staff members present included Mr. Schuller, Ms. Niemeier, Mr. Schwartz, Ms. MacDonald, Mr. Hensley, Mr. Ableman, Mr. Jenkins, Ms. Snider, Ms. Beeman, Ms. Gemmell, Mr. Nilles, and Mr. Lucas. Councilmember Gaard arrived at 6:17 p.m.

C. Action Items

1. 19-003 – Resolution E-700 – Moratorium Ordinance X-58 Public Hearing Mayor Pro Tem Overhauser opened the public hearing at 6:00 p.m. Mr. Ableman provided an overview and the purpose of the moratorium. He presented some public safety issues and explained the work plan. The Planning Commission will hold meetings and hearings and send a recommendation to Council. Mr. Jenkins stated that he is the City's Fire Chief. He provided information on fire department responses and the challenges of getting across the railroad tracks. He stated that there will be more emergencies in that direction as we build more out there. Mr. Hensley stated that he is the City's Police Chief. He stated that his biggest concern is the safety of the responders as well as the people on the other side of a train that is holding them up. There are significant times when there are calls and there is a train. He has personally waited 56 minutes to get across the track. He has significant concerns about the trains delaying responses.

Steve Emtman stated that he is frustrated that there is a second moratorium during his building career in Cheney. He stated that the City's traffic report is not as good as his 2019 report. The City has copies of the study and there is not a traffic problem. He stated that facts matter and his legal counsel agrees. He believes the moratorium should be repealed immediately. He stated that he is and always has been happy to work with the City. He does not think the Council is getting all of the facts. He has spent a lot of money, and six months takes him out of the building year. He stated that he wants the Council to strongly consider repealing this now.

Mr. Schwartz stated that the last comprehensive plan included the 2016 Transportation Circulation Plan. The traffic plan Mr. Emtman referred to is a very specific transportation analysis for his development that is part of the property but not the entire property. He stated that the moratorium is for the City to call a time out to do a comprehensive study on the development south of the tracks and its impact on public safety services and infrastructure. An impact fee for transportation might be needed. It would work similar to park impact fees. Mr. Ableman stated that there are 240-260 units that are already built. Mr. Schwartz stated that under GMA you have to have your transportation infrastructure concurrent with development. This area could build out in a dense manner where you cannot get public safety services within a reasonable time frame south of the tracks. There is a duty to make sure the public health and safety is addressed. Mayor Pro Tem Overhauser closed the public hearing at 6:53 p.m. Councilmember Schmidt moved for passage of Resolution E-700. Councilmember Weiszmann seconded. Carried unanimously.

D. Adjournment Councilmember Weiszmann moved to adjourn the meeting. Councilmember Gaard seconded. Carried unanimously. The meeting was adjourned at 6:54 p.m.

City Clerk

Mayor

REGULAR CITY COUNCIL MEETING
February 12, 2019

A. Call to Order – Pledge of Allegiance Mayor Grover called the Regular City Council meeting to order at 6:00 p.m.

B. Roll Call – Excused Absences Councilmembers present included Councilmember Overhauser, Councilmember Schmidt, Councilmember Weizmann, Councilmember Gaard, and Councilmember Hilton. Staff members present included Mr. Schuller, Ms. Niemeier, Mr. Schwartz, Ms. MacDonald, Mr. Hensley, Mr. Ableman, and Mr. Jenkins. Councilmember Weizmann moved to excuse Councilmember Taves. Councilmember Hilton seconded. Carried unanimously.

C. Minutes of the Regular City Council meeting of January 22, 2019 were approved as distributed.

D. Claims and Vouchers nos. 147426 through 147451 and manual warrant 147452 in the amount of \$228,898.46 for 2018, voucher nos. 147294 through 147425, manual warrants 147286 and 147287, and January interdepartmental billing in the amount of \$609,876.89 for 2019; payroll warrants nos. 62191 through 62251 in the amount of \$49,591.74, direct deposits in the amount of \$384,505.71, claims warrants nos. 147061, 147080, 147245 through 147285, and transfers to claims clearing fund for distribution of previously expensed and reported benefit adjustments in the amount of \$-25,066.72, for a total payroll of \$963,141.56 were approved as read.

E. Claims for Damages Ms. Niemeier stated that there is one claim from Lowell Mock for \$300. Councilmember Schmidt moved to deny the claim and stated that the Public Works Department will work with the individual in the spring to repair the sprinklers. Councilmember Overhauser seconded. Carried unanimously.

F. Small Contracts The small contracts were previously approved.

G. Information Items Karl Otterstrom, Spokane Transit Authority, provided information on proposed route modifications.

H. Appointments None

I. Citizen Comments None

J. Action Items

1. 19-005 – Resolution E-701 – 2018 Cover Storage Project – Change Order One Mr. Ableman stated that we found soil that needed to be mitigated. The increase appropriation is \$17,600 bringing the total appropriation to \$133,600. Councilmember Overhauser moved for approval of Resolution E-701. Councilmember Schmidt seconded. Carried unanimously.

2. 19-006 – Resolution E-702 – 2018 Well 3 Redevelopment Project CO 5 Mr. Ableman stated that this is a reduction based on quantities and stopping the drilling at 760 feet. Councilmember Weizmann moved for approval of Resolution E-702. Councilmember Gaard seconded. Carried unanimously.

3. 19-008 – Resolution E-704 – Well Three Well House Prefabrication Building Project Award Mr. Ableman stated that this is for a prefabricated unit. Wesslen Construction submitted the only bid. Councilmember Schmidt moved for approval of Resolution E-704. Councilmember Weizmann seconded. Carried unanimously.

4. 19-004 – Ordinance X-59 – Update to the 2019 Salary Ordinance Mr. Schuller stated that this is a slight modification due to personnel and organizational changes. It adds the Web Content/Information Specialist part-time position, Public Works Manager position, and updates the hourly rates for some part-time Parks and Recreation positions. Councilmember Overhauser moved for the first reading of Ordinance X-59 in title and summary form only, that reading considered the second and third, and that it be placed before Council for final passage. Councilmember Schmidt seconded. Carried unanimously. Yes votes: Councilmember

Overhauser, Councilmember Schmidt, Councilmember Weizmann, Councilmember Gaard, Councilmember Hilton, Councilmember Taves. Ordinance X-59 passed.

K. Staff Reports Mr. Schuller introduced Toby Broemmeling, Executive Director of the West Plains Chamber. He acknowledged and thanked personnel in the City for their hard work getting the streets cleared, especially Lucky Fitzner and Todd Ableman.

L. Mayor's Report Mayor Grover stated that Cheney is lucky to have the dedicated employees that we do. AWC cancelled City Action Days. He and Mr. Schuller will continue to work with our legislators.

M. Council Reports Councilmember Overhauser thanked staff for their work. Mr. Schmidt agree with Councilmember Overhauser and stated that we have been using gates during plowing for a long time. Councilmember Weizmann also thanked everyone. She stated that she hardly ever receives complaints from residents. Councilmember Gaard stated that he hears about bad roads in Spokane. He attended the Daddy-Daughter Dance. Councilmember Hilton also attended the Daddy-Daughter Dance. He thanked City employees for the work they do.

N. Executive Session Mayor Grover recessed the meeting at 6:47 p.m. for executive session as per RCW 42.30.110(1)(i) to discuss matters of potential litigation. He stated that it will last for 30 minutes with no action to follow. He requested Mr. Schwartz, Mr. Schuller, Mr. Ableman, and Ms. Niemeier to stay. The executive session was extended for 30 minutes at 7:17 p.m. Mayor Grover reconvened the meeting at 7:47 p.m.

O. Adjournment Councilmember Schmidt moved to adjourn the meeting. Councilmember Hilton seconded. Carried unanimously. The meeting was adjourned at 7:48 p.m.

City Clerk

Mayor

CITY OF CHENEY

CITY COUNCIL ACTION REQUEST

ISSUE:	2018 CDBG Water Improvement Project – Appropriation Increase	AGENDA ITEM #:	19-007
DEPT. OF ORIGIN:	Public Works	DATE:	2/1/2019

EXHIBITS ATTACHED OR REFERENCED:	1. Resolution E-703
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Council Committee Recommendation	Yes		No		None	
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DEPT/DEPT HEAD INITIALS	APPROVE	DO NOT APPROVE	NO COMMENT	COMMENTS
Public Works/TA	TA			

FISCAL IMPACT	EXPENDITURE REQUIRED:	\$	AMOUNT BUDGETED	
	APPROPRIATION REQUESTED:	\$ 227,782.27		

SUMMARY:	On July 24, 2018 Council awarded the CDBG Watermain Project with a construction appropriation amount of \$ 219,000.00. Unforeseen circumstances was encountered in trench excavation with the removal of many boulders, and caused additional expense in backfill material. Final cost of the project is \$ 227,782.27. Staff is requesting an appropriation increase of \$ 8,782.27.
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COUNCIL ACTION REQUESTED:	Passage of Resolution E-703
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___ APPROVED FOR AGENDA

___ DISAPPROVED

February 24, 2019

COUNCIL MEETING DATE

MAYOR/CITY ADMINISTRATOR

City of Cheney
609 Second Street
Cheney, WA 99004

**CITY OF CHENEY, WASHINGTON
RESOLUTION E-703**

**A RESOLUTION AUTHORIZING AN APPROPRIATION INCREASE FOR
THE 2018 CDBG WATER IMPROVEMENT PROJECT**

WHEREAS, the 2018 CDBG Water Improvement Project encountered unforeseen conditions in trench excavation that caused an increase in additional fill material; and

WHEREAS, the final costs of the construction project is \$ 227,782.27 which is an increase of \$ 8,782.27 above the current appropriation amount of \$ 219,000.00; and

WHEREAS, an appropriation for final construction cost is requested in the amount of \$ 227,782.27.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Cheney to approve final construction appropriation amount of \$ 227,782.27 for the 2018 CDBG Water Improvement Project.

ADOPTED, on this **24th day of February, 2019** by the Cheney City Council at their regularly scheduled meeting at the Cheney Council Chambers, 609 Second Street, Cheney, WA 99004

Chris Grover, Mayor

ATTEST:

Cynthia L. Niemeier, City Clerk

CITY OF CHENEY

CITY COUNCIL ACTION REQUEST

ISSUE:	Nordisk Systems Inc., Power9 Server Purchase and Install	AGENDA ITEM #:	19-009
DEPT. OF ORIGIN:	Police Department	DATE:	02-14-19

EXHIBITS ATTACHED OR REFERENCED:	Purchasing Contracts for Power9 Install with Nordisk Systems, Inc., and Resolution E-705.
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Council Committee Recommendation	Yes		No		None	
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DEPT/DEPT HEAD INITIALS	APPROVE	DO NOT APPROVE	NO COMMENT	COMMENTS
Police/JH				
Legal				

FISCAL IMPACT	EXPENDITURE REQUIRED:	\$49,000	AMOUNT BUDGETED	\$49,000
	APPROPRIATION REQUESTED:			

SUMMARY:	The current AS/400 computer server used by the Police Department is at end of life and end of lease and is in need of replacement. This project has been under development for several months and is a budgeted expenditure. The AS/400 will be replaced with an updated Power9 server and the data migrated over to the new system.
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COUNCIL ACTION REQUESTED:	Authorize the Mayor to enter into the purchasing agreement Nordisk Systems, Inc. by passing Resolution E-705
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APPROVED FOR AGENDA

DISAPPROVED

February 26, 2019

COUNCIL MEETING DATE

MAYOR/CITY ADMINISTRATOR

City of Cheney
609 Second Street
Cheney, WA 99004

CITY OF CHENEY, WASHINGTON
RESOLUTION No. E-705

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH NORDISK SYSTEMS FOR POWER9 SERVER PURCHASE AND INSTALL

WHEREAS, The Cheney Police Department operates a CAD/RMS system operating on an aging AS/400 computer system; and

WHEREAS, It becomes necessary to replace and upgrade computer equipment from time to time; and

WHEREAS, The computer server that runs the CAD/RMS is at end of life and is in need of replacement; and

WHEREAS, The lease for the current AS/400 system is ending; and

WHEREAS, This is a budgeted project that has been under review and development for several months,

NOW THEREFORE, BE IT RESOLVED the Cheney City Council by majority vote hereby authorizes the Mayor to enter into the contract titled Nordisk Systems Inc, Power9 Server Contract.

ADOPTED, on February 26, 2019, by the Cheney City Council at their regularly scheduled council meeting at the City Council Chambers, 609 Second Street, Cheney, WA 99004.

Chris Grover, Mayor

Attest:

Cynthia L. Niemeier, City Clerk

Sales Quotation



NORDISK SYSTEMS, INC.

Your I.T Solutions Provider Since 1983

TO: Cathy Munoz
City of Cheney Police Department

FROM: Kent Moosman
Nordisk Systems, Inc.
509-532-8764 (phone)
kent@nordisksystems.com (email)

Date 2.6.19

Part Number	Description	Qty	Ext. Price
	Power9 Model 9009-41A 4-Core, 1-Core Licensed, V7.3:		
9009-41A	Power8 Server (3-Year Warranty 9x5)	1	\$3,150.00
0041	Device Parity Protection	1	n/c
0205	RISC-to-RISC Data Migration	1	n/c
0267	IBM i Operating System	1	n/c
0347	RAID Hot Spare Specify	1	n/c
2145	Primary OS IBM i	1	n/c
2319	Factory Deconfiguration of 1 Core	3	n/c
5228	PowerVM Enterprise Edition	1	n/c
5557	System Console Ethernet LAN	1	n/c
5899	PCIe2 4-Port 1GbE Adapter	1	\$351.00
6458	Power Cord 6-ft.,250V/10A	4	\$56.00
9300	Language Group Specify US Eng	1	n/c
9441	New IBM i License Core Count	1	n/c
9448	Other IBM i License Core Count	3	n/c
EB2L	AC Power Supply, 900W	4	\$1,000.00
EB73	IBM i 7.3 Indicator	1	n/c
ECCF	System Port Converter Cable	1	\$150.00
EJ1D	Backplane - 10 SFF3 Bays usable/Dual IOA w/ Write Cache	1	\$4,099.00
EJ1P	PCIe1 SAS Tape/DVD Dual-port 3Gb x8 Adapter	1	\$749.00
EJU9	Front Door and Covers for Backplane	1	\$500.00
ELUJ	#ESNJ Load Source Specify	1	n/c
EM62	16GB DDR4 Memory	4	\$2,520.00
EP10	4-Core POWER9 Processor	1	\$1,815.00
EP40	One Processor Core Activation for #EP10	4	n/c
ESC6	Shipping & Handling	1	\$339.00
ESNJ	283GB 15K RPM SAS SFF-3 4k Block Disk Drive	6	\$3,300.00
EU0B	Operator Panel LCD Display	1	\$399.00
EU19	Cable Ties & Labels	1	\$25.00
EU2C	Express Edition 4-Core	1	n/c
EUA5	Standalone USB DVD Drive w/ cable	1	\$99.00
	Total Price 9009-41A Power9 Server		\$18,552.00
	LTO6 Tape Drive:		
3580-H6S	TS2260 LTO6 Tape Drive (3-Year Warranty 9x5)	1	\$4,890.00
5502	2.0M Mini-SAS 1X Cable	1	\$139.00
9400	Attached to IBM i	1	n/c
9800	2.8m Power Cord, 125V/15A	1	\$19.00

AGGE	Shipping & Handling	1	\$28.00
	Total Price TS2260 LTO6 Tape Drive		\$5,076.00
	IBM Software:		
5733-SPP-4907	1-Year Registration Software Maintenance IBM i P05 Per Proc	1	n/c
5733-SPP-4909	1-Year Software Maintenance Uplift to 24x7 P05 Per Proc	1	\$145.00
5765-VE3	PowerVM Enterprise Edition	1	n/c
5770-BR1	Backup Recovery & Media Services for i P10 (xfer from 8202-E4D)	1	n/c
5770-PT1	Performance Tools for i P10 (xfer from 8202-E4D)	1	n/c
5770-QU1	IBM Query P10 (xfer from 8282-E4D)	1	n/c
5770-SS1	IBM i V7	1	n/c
5770-SS1-1448	IBM i License Transfer from 8202-E4D (users & processor/OS)	1	\$5,000.00
5770-SS1-5873	i 7.3 Licensed Machine Code	1	n/c
5770-SS1-5931	Supply Media & Storage Extensions	1	n/c
5770-SS1-5936	Supply PSF/400 1-55 PPM	1	n/c
5770-SS1-6001	ePoE Registration	1	n/c
5770-SS1-6348	IBM i per Proc Transfer Registration	1	n/c
5770-SS1-6351	IBM i User Transfer Registration (blk of 5)	14	n/c
5770-SS1-1383	IBM i V7 Keyed SW Media	1	\$350.00
5770-SSC-1561	IBM i per User Billing - OTC per 5 Users	1	n/c
5770-ST1	IBM DB2 Query Mgr and SQL Dev Kit P10 (xfer from 8202-E4D)	1	n/c
5770-WDS	IBM Rational Dev Studio P10, 15 users (xfer from 8202-E4D)	15	n/c
5770-XW1	iSeries Access, P05 Processor Based	1	n/c
5771-PVE-1191	1-Year SWMA for PowerVM	1	\$100.00
	Total Price IBM SW, SW Xfer, 1-Yr SWMA for 9009-41A		\$5,595.00
	5-Year IBM Maintenance Agreement:		
	Hardware Maint 9009-41A Server, 24x7, years 4-5		\$1,760.95
	Hardware Maint 3580-H6S Tape Drive 24x7, years 4-5		\$1,839.66
	Upgrade 3-Year Hardware Warranty 9009-41A to 24x7		\$1,250.00
	Upgrade 3-Year Hardware Warranty 3580-H6S to 24x7		\$1,050.00
	Software Maintenance IBM i 8286-41A, 24x7, years 2-5		\$5,658.60
	Total Price 5-Year IBM Maintenance		\$11,559.21
	TOTAL		\$40,782.21

Comments: Prices do not include tax or installation services.
Information and pricing in this quote is confidential and for your information only.
Payment terms net 30.

Accepted by: _____ Date: _____ PO#: _____

9009-41A Power9 Configuration Summary:
Power9 4-core processor with 1 core licensed
Deskside
V7.3
P05 tier
64GB memory
Expanded function backplane w/ 18 SFF-3 disk bays (10 bays usable)

& dual IOA w/ write cache
Six 283GB 15K SAS SFF-3 disk drives, RAID hot spare
4-port 1Gb ethernet adapter
External DVD-RAM
Redundant power supplies
PCIe1 SAS Tape/DVD adapter
TS2260 desktide LTO-6 tape drive
70- user license and processor license (transfer from 8202-E4D)
IBM System Software: BRMS, Performance Tools, Query,
DB2 Query Mgr, Rational Dev Studio (all transferred from 8202-E4D),
iSeries Access
5-Year IBM hardware & software maintenance, 24x7

IBM Credit LLC
End of Lease Schedule

End of Lease Schedule No: E00908861-01

Page 1 of 4

Agreement No.: 2228834

Schedule/ Contract No (if applicable): E00902151

Lessee Name and Address:

Lessor Name and Address:

CITY OF CHENEY
609 2ND ST
C/O ACCTS PAY
CHENEY, WA 99004-1606
US

IBM Credit LLC
7100 Highlands Parkway
Smyrna, GA 30082

Install Address:

215 G ST
POLICE DEPT
CHENEY, WA 99004-1570
US

Customer No. 1762441

Lessee Reference from initial Schedule (if applicable): D00H50868

Lessee Reference for End of Lease Schedule:

(Lessee should indicate a new Lessee Reference for this End of Lease Schedule if different than the Lessee Reference used for the initial Schedule).

This End of Lease Schedule dated as of February 05, 2019 allows Lessee to select its desired end of Lease options ("End of Lease Option(s)") for Equipment approaching its end of Term on March 7, 2019 ("End Term") in accordance with the terms of the above-referenced Agreement or, if applicable, any Schedule that may be referenced above (collectively referred to herein as "Agreement"). Lessee should consult the Agreement for specific terms and conditions of the applicable Lease and for the meaning of any capitalized terms used, but not defined, herein. Lessee must mark 'X' in the applicable brackets to select its End of Lease Options for the Equipment listed in the table below. At least thirty (30) days before the End Term, Lessor must have received from Lessee (at the above-referenced address or by email to: Attention IGF EOL Specialist at askedl@us.ibm.com) this completed End of Lease Schedule signed and dated by Lessee's authorized representative.

The End of Lease Options for the Equipment covered by this End of Lease Schedule are specified in the table below. See "Key" for End of Lease Option Descriptions.

END OF LEASE SCHEDULE DETAILS AND PAYMENTS								
Mark [X] in this row to select the same End of Lease Options for ALL listed Equipment		Purchase (\$) ALL []				Continuation (\$) ALL []		Return ALL []
Equipment Description			P	P	P	P	End Term Return Date	
Type/Model	Serial #		P	T	P	T		
TS3100 Tape Library		1,487.00 []			M	R	03/07/2019 []	
3573/L2U	78AD177							
IBM 7014 Model S25 Rack		404.00 []			M	R	03/07/2019 []	
7014/S25	213A24G							
Rack mounted HW Mng Console		595.00 []			M	R	03/07/2019 []	
7042/CR7	21C281C							
7226 Multi Media Enclosure		275.00 []			M	R	03/07/2019 []	
7226/1U3	68NZ926							
Flat Panel Console Kit		293.00 []			M	R	03/07/2019 []	
7316/TF3	104345T							

**IBM Credit LLC
End of Lease Schedule**

End of Lease Schedule No: E00908861-01

Page 2 of 4

END OF LEASE SCHEDULE DETAILS AND PAYMENTS (Continued)						
Mark [X] in this row to select the same End of Lease Options for ALL listed Equipment		Purchase (\$) ALL []	Continuation (\$) ALL []			Return ALL []
Equipment Description Type/Model	Serial #		P P	P T	P P	End Term Return Date
IBM POWER 720 8202/E4D	21CFADT	4,825.00 []			M R	03/07/2019 []
Powerware PW 9910G3kVA 208VXL3 9910/E35	10C2CAI	267.00 []			M R	03/07/2019 []
Total:		5,146.00			M R	1,694.01

Key:

PP = Payment Period (M = Month, Q = Quarter, S - Semi-Annual, A = Annual)
PT = Payment Type (A = Payment in Advance, R = Payment in Arrears)

No Decision: If Lessee does not indicate and notify Lessor of its End Term decision for the Equipment listed above as required under the terms of the Agreement, Leases for such Equipment will automatically continue on a month to month basis, unless specifically agreed to otherwise in writing by the Parties, monthly beyond the End Term in accordance with the terms and conditions thereof.

Unless indicated in the table above, all End of Lease Option payments will be made by Lessee in accordance with the Payment Period and terms set forth in the Agreement. Any payments associated with these End of Lease Options are independent of, and in addition to, any payments, including, but not limited to any taxes or other expenses, due to Lessor under the Agreement for the applicable Leases ("Lease Payments"). Lessee remains obligated to make all Lease Payments to Lessor which are a condition of Lessor's fulfillment of Lessee's selected End of Lease Options.

ADDITIONAL TERMS AND CONDITIONS

Return:

Lessee is responsible for deinstallation, packing and transportation of the Equipment to Lessor's designated return location and any associated costs or expenses, unless the parties have otherwise agreed to in writing.

Lessee is solely responsible for complying with all applicable legal obligations concerning confidentiality, privacy or transmission of any information or data on the Equipment ("Content") and shall remove all Content, including but not limited to, any sensitive, confidential, proprietary, or personal information from the Equipment, passwords and programs not licensed to the Equipment and any removable media such as SIM cards, CDs, or PC Cards prior to delivering the Equipment to Lessor.

LESSEE AGREES THAT LESSOR WILL HAVE NO LIABILITY RELATED TO ANY CONTENT, INCLUDING FOR:

- (i) ANY OF LESSEE'S SENSITIVE, CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION;
- (ii) LOST OR CORRUPTED DATA, PROGRAMS OR SOFTWARE DAMAGED OR LOST REMOVABLE MEDIA;
- (iii) DATA OR VOICE CHARGES INCURRED AS A RESULT OF FAILING TO REMOVE ALL SIM CARDS OR OTHER REMOVABLE MEDIA INSIDE SUPPORTED PRODUCTS THAT ARE RETURNED;
- (iv) THE LOSS OF USE OF A SYSTEM OR NETWORK; AND/OR
- (v) FOR ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE, BY A THIRD-PARTY SERVICE PROVIDER.

Notwithstanding any other provision of the applicable Agreement, and any applicable Schedule or other transaction document related to the Equipment, for Lessees with operations in the United States or who are otherwise subject to the US Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Lessee warrants and represents that, prior to returning any Equipment used for processing and/or storage of Protected Health Information as defined in 45 C.F.R. Section 160.103 ("PHI"), all PHI on such Equipment has been purged or destroyed in a manner consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, and upon Lessor's request, Lessee will promptly provide written certification to Lessor that it has done so.

Lessee's return of Equipment other than those items of Equipment identified above is not authorized without Lessor's express written consent. Therefore, Lessee agrees to use its best efforts to return only those items of Equipment identified above (i.e. same manufacturer, type, model number and serial number asset) to Lessor ("Scheduled Equipment") and avoid returning items of Equipment owned by Lessor that are not identified above ("Unscheduled Equipment") or sending to Lessor any equipment not owned by Lessor ("Unauthorized Equipment").

If Lessor receives any Unscheduled Equipment, Lessor will terminate the Lease for such Unscheduled Equipment and charge Lessee a termination fee which is the sum of the outstanding Lease Payments and continue the Lease for the unreturned Scheduled Equipment in accordance with the Agreement.

If Lessee returns any Unauthorized Equipment to Lessor then: (i) Lessee shall be deemed to have relinquished any and all right, title and interest it may have in such Unauthorized Equipment and transferred to Lessor, without any further consideration from, or obligation of, Lessor full legal and beneficial title to such Unauthorized Equipment free and clear of any and all liens, encumbrances, taxes, pledges, legal obligations and other restrictions of any kind; and (ii) at Lessor's option, Lessor may (a) sell such Unauthorized

IBM Credit LLC
End of Lease Schedule

End of Lease Schedule No: E00908861-01

Page 3 of 4

Equipment and Lessor shall retain any and all proceeds of such sale or (b) dispose of such Unauthorized Equipment, and in such event, Lessee shall pay Lessor a fee in an amount equal to Lessor's then current disposal fees and related expenses for similar equipment which Lessor will provide to Lessee upon Lessee's written request. In no event shall Lessor have any liability for, nor shall Lessee have any remedy against Lessor, for any claims, actions or demands which may arise in connection with Lessor's disposal of such Unauthorized Equipment.

Notwithstanding the foregoing, Lessor shall continue to invoice Lessee for any Scheduled Equipment that was not returned to Lessor in accordance with the terms of the Agreement.

Subject to the foregoing, if Lessor receives any Unauthorized Equipment that is PC Equipment (as hereinafter defined) that is of the same manufacturer, type, and model number as the Scheduled Equipment listed above for which the Term: (i) is scheduled to expire within one month following the date of receipt of such Unauthorized Equipment; (ii) has expired within one month preceding the date of receipt of such Unauthorized Equipment; or (iii) was automatically extended, in each case, pursuant to the terms of the Agreement (any of the preceding, "Replaced Equipment"), then Lessor may, in its sole discretion, accept such Unauthorized Equipment in substitution for such Replaced Equipment, and in such event, the Unauthorized Equipment shall become subject to all of the terms and conditions of the Agreement for such Replaced Equipment, and Lessor shall be deemed to release all of its right, title and interest in such Replaced Equipment. For purposes of this paragraph, "PC Equipment" shall mean personal computers, notebooks, tablets, monitors, Intel based servers, personal computer printers and other related personal computer equipment.

Subject to the foregoing, if Lessor receives any Unauthorized Equipment that is not PC Equipment, and, within thirty (30) days' of Lessor's receipt of such Unauthorized Equipment Lessee sends a written request to askeol@us.ibm.com (or other contact address that Lessor may provide to Lessee from time to time) to return such Unauthorized Equipment to Lessee, then Lessor shall return such Unauthorized Equipment to Lessee at Lessee's expense.

Lessor may, but shall have no obligation to, remove any information, license programs, or any other data contained on the Unauthorized Equipment and shall not have any liability for the loss, destruction or disclosure of any such information, licensed programs, or any other data on Unauthorized Equipment. The parties agree that the terms of this End of Lease Schedule, shall apply to any Unauthorized Equipment received by Lessor on or following the date hereof notwithstanding the terms of any prior lease agreement between Lessor and Lessee.

Certain IBM machine types ("Servers") may contain a water solution coolant that may be subject to regulations governing the proper handling and disposal of such coolant ("Solution"). If Lessee has leased such Servers, Lessee acknowledges and agrees that Lessee shall retain title to such Solution and is responsible for the handling and disposal of such Solution in accordance with all applicable laws and regulations. Additionally, Lessee acknowledges and agrees that prior to the return of such Servers to Lessor, Lessee is responsible for the disposal of this Solution in accordance with applicable laws and regulations and product characteristics, at the time of such disposal. Lessee's obligation, under the indemnification provisions of the Lease, includes any third party claims arising in connection with the Lessee's possession, use, handling or disposal of such Solution, which obligation shall survive termination or expiration of the Lease.

Below, please indicate the Lessee Contact Person (and contact information) who will coordinate Lessee's return of Equipment to Lessor

Lessee Contact Person's Name:	Contact Email:	Contact Telephone No.	Mailing Address
CATHY MUNOZ	CMUNOZ@CITYOFCHENEY.WA.GOV	(509)498-9283	215 G ST. CHENEY, WA 99004

For assistance with this End of Lease Schedule call Lessor at 1-800-426-3552 or email Lessor at askeol@us.ibm.com, Attention IGF EOL Specialist.

Additional information, including guidelines for returning Equipment to Lessor, may be found at:
<http://www.ibm.com/financing/us-en/end-of-lease/index.html>

IBM Credit LLC
End of Lease Schedule

End of Lease Schedule No: E00908861-01

Page 4 of 4

The Agreement is hereby incorporated by reference and Lessee shall be bound to the terms and conditions of the Agreement as Lessee. The Agreement, this End of Lease Schedule and any applicable Schedules, attachments, or addenda thereto are the complete and exclusive statement of the Parties with respect to the subject matter herein. This End of Lease Schedule and the foregoing referenced documents supersede any prior oral or written communications between the Parties. By signing below, Lessee agrees to the terms represented by this End of Lease Schedule as it may be amended or modified. Any other change to this End of Lease Schedule will require the mutual written approval of the Parties.

Agreed to: CITY OF CHENEY

By _____
Authorized signature

Name (type or print): CHRIS GROVER

Title (type or print): MAYOR

Date:



Nordisk Systems, Inc.
 6400 SE Lake Road, Suite 450
 Portland, OR 97222
 Phone: (800) 676-2777
 Fax: (503) 353-7444

QUOTATION

To: City Of Cheney Police Department
 215 G Street
 Cheney, WA 99004-1968

ATTN: Cathy Munoz
 Tel: (509) 498-9283
 Email: cmunoz@cityofcheney.org

Date: Feb 12, 2019
 Quote #: NSIQ4059
 Expires: Apr 30, 2019
 Quoted By: Kent Moosman
 Email: kent@nordisksystems.com
 Phone: 509-532-8764

Subject: IBM Power9 Installation/Migration Services

Line	Qty	Description	Unit Price	Ext. Price
1	20	Nordisk Professional Services per Attached NSIQPROJECT4059 Minimum 20 Hours @ \$250.00/Hour, Additional hours to be billed at actual.	\$250.00	\$5,000.00
2	1	Fixed Travel Time Expense	\$1,000.00	\$1,000.00
3	1	Estimated Travel, Hotel & Living Expenses to be billed at actual. - Airfare: \$650.00 - Hotel (2 nights): \$350 - Airport parking (4 days): \$80 - Rental Car (3 days): \$220 - Meals: \$100	\$1,400.00	\$1,400.00
Total Sale Price				\$7,400.00

Payment and Leasing Options

Terms: NET 30

Terms Purchase (purchase amount \$7,400.00)

*Lease rates are for budgetary purposes only. Firm quotes are dependant on customer's credit.

Unless otherwise noted, price does not include shipping, handling, or applicable tax which may be added at the time of invoice.

Unless otherwise stated above, this proposal is valid if ordered within 30 days of quote date.

Until Nordisk Systems, Inc. receives and accepts a Purchase Order or Purchase Authorization for the solution proposed, pricing provided in this proposal is subject to change based on manufacturer's pricing schedule. The products contained on this order may be delivered to the Customer through multiple shipments based upon supplier availability, and Customer agrees to pay a partial payment of the total purchase price stated above for any such partial shipment of products.

All other Nordisk Systems, Inc. standard terms and conditions apply.

Shipping Location

Other Shipping Location

To: City Of Cheney Police Department
215 G Street
Cheney, WA 99004-1968

Address Line 1: _____

Address Line 2: _____

City, State, Zip: _____

ATTN: Cathy Munoz

ATTN: _____

Tel: (509) 498-9283

Contact Phone: _____

Email: cmunoz@cityofcheney.org

Contact Email: _____

Customer Purchase Authorization

This proposal is subject to Nordisk Systems, Inc. Terms and Conditions. Acceptance of this proposal by an authorized representative will be deemed the equivalent of a Purchase Order, which will authorize Nordisk Systems, Inc. to order the products and services listed in this proposal.

Quote # NSIQ4059 in the amount of \$7,400.00 accepted by:

City Of Cheney Police Department

Purchase Order Number

Signature of Authorized Representative

Christopher Grover

Printed Name

Mayor

Title of Authorized Representative

Date Signed



NSIPROJECT4059
6400 SE Lake Road, Suite 450
Portland, OR 97222
Phone: 503-353-7555
Toll Free: 1-800-676-2777

NSIPROJECT4059

- IBM Power9 Installation/Migration Services

Prepared for City Of Cheney Police Department

215 G Street

Cheney, WA 99004-1968

(509) 498-9283

This document contains confidential material that is proprietary to Nordisk Systems, Inc. The materials, ideas and concepts contained herein are to be used exclusively to evaluate the capabilities of Nordisk Systems, Inc. to provide a solution for City Of Cheney Police Department. The information and ideas herein may not be disclosed to anyone outside of City Of Cheney Police Department to be used for purposes other than the evaluation of Nordisk Systems, Inc.'s capabilities.



NSIPROJECT4059
 6400 SE Lake Road, Suite 450
 Portland, OR 97222
 Phone: 503-353-7555
 Toll Free: 1-800-676-2777

IBM Power9 Installation/Migration Services:

Client: City Of Cheney Police
 Department
Date: 2/12/2019

Contact Information:

Customer Contacts			
Name	Title	Phone	Email
	Purchasing Agent		
Cathy Munoz	IT Manager	(509) 498-9283	cmunoz@cityofcheney.org
	Systems Engineer		
	Networking Engineer		
	Systems Analysts		
Nordisk Systems, Inc. Contacts			
Name	Title	Phone	Email
Kent Moosman	Account Manager	509-532-8764	kent@nordisksystems.com
	Project Manager		
	Systems Architect		
Glenn Powell	Primary Implementation Engineer	(570) 350-5464	
	Secondary Implementation Engineer		
	Security Specialist		
	Networking Specialist		

Service Address:

Site 1		Site 2		Site 3	
Address:					
City Of Cheney Police Department		City Of Cheney Police Department		City Of Cheney Police Department	
215 G Street					
Cheney, WA 99004-1968					
Site Contact:					
Name:	Cathy Munoz	Name:		Name:	
Phone:	(509) 498-9283	Phone:		Phone:	
Email:	cmunoz@cityofcheney.org	Email:		Email:	
License Contact					
Name:		Name:		Name:	
Phone:		Phone:		Phone:	
Email:		Email:		Email:	
Site-ID / Support-ID					

Description of Work:

Nordisk Systems to provide engineer for installation and migration services for upgrade to new IBM Power9 Server.

Upgrade Planning and Preparation

- Establish upgrade plan with customer
- Notify system users of production outage
- Hold Job Schedule Entries during upgrade
- Work with customer to ensure system documentation is printed on hardcopy (PRTSYSINF) as needed
- Work with customer to prepare system for upgrade

Installation of Power9 Server

- Full Option 21 backups (customer responsibility)
- Install required PTF's for Power9
- Full system save on Power7 model 8202-E4D-CFADT
- Install Power9 server model 9009-41A and 3580 tape drive
- Install Eaton 9910-E35 UPS
- Setup new Lan console
- Restore full save onto new Power9
- Assist with User and Processor/OS entitlements transfer
- Skills transfer for new Access Client Solutions as needed

Project Completion Criteria

- Completed implementation documentation
- Working as designed
- Customer acceptance document signed

Closing Activities

- Provide informal knowledge transfer to customer
- Walk customer through common support portal tasks
- Conduct a project closing meeting



NSIPROJECT4059
6400 SE Lake Road, Suite 450
Portland, OR 97222
Phone: 503-353-7555
Toll Free: 1-800-676-2777

Customer Responsibilities As Applicable:

- Participate in pre-installation, design and planning conference calls.
- Provide proper network credentials for data migration tasks.
- Configure existing networking equipment for proper installation.
- Approve and test migration methodology as proposed during the work phase of this project.
- Provide application and domain administrator for the duration of the project.
- Participate in post implementation completion call.
- Provide a completed acceptance document upon project completion.

General Project Assumptions As Applicable:

- Unless previously agreed and arranged all work is to be performed between the hours of 8-5 Monday through Friday excluding state and federal holidays.
- Customer is responsible for their own data protection. Nordisk Systems, Inc. is not responsible for lost data.
- Customer is responsible for ensuring a current and valid backup of all data exists prior to work commencement.
- Customer will provide a project manager or person able to respond to all inquiries during work assignment.
- Customer will provide secure access to facilities at least 48 hours in advance to work start date and time.
- Customer will ensure any required networking drops, IP addresses, and DNS entries are in place before work start date and time.
- Customer is to ensure all power requirements and power pulls have been completed before the first day of onsite work.
- Customer will ensure a domain administrator is available to provide adequate access to needed environment during the project.
- The customer will provide a method for excess shipping and packaging material removal.
- Customer is responsible for any changes to this document to be submitted via a change order request per the attached form.



NSIPROJECT4059
 6400 SE Lake Road, Suite 450
 Portland, OR 97222
 Phone: 503-353-7555
 Toll Free: 1-800-676-2777

General SOW Acceptance:

Project	
SOW Date	2/12/2019
SOW Number	NSIPROJECT4059
Customer Name	City Of Cheney Police Department
Project Title	IBM Power9 Installation/Migration Services
Project Quote #	NSIQ4059
Fees from Quote	Minimum 20 Hours @ \$250.00/Hour. Additional hours to be billed at actual. Travel Time Expense \$1,000.00 Estimated Travel, Hotel & Living Expenses \$1,400.00 to be billed at actual. - Airfare: \$650.00 - Hotel (2 nights): \$350 - Airport parking (4 days): \$80 - Rental Car (3 days): \$220 - Meals: \$100

Customer authorizes Nordisk Systems, Inc. to deliver the consulting or implementation services under the terms defined in this Statement of Work. No further written agreement between Nordisk Systems, Inc. and City Of Cheney Police Department will be required before services commence.

Unless otherwise stated, this proposal is valid if ordered on or before 30 days from quote date. Until Nordisk Systems, Inc. receives and accepts a Purchase Order or Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change. Unless otherwise stated, Services expire 90 days from SOW Acceptance. Services are Net Due on invoice.

The signatories hereto represent they are duly authorized to execute this Statement of Work on behalf of their respective companies on the date indicated below.

For: City Of Cheney Police Department

For: Nordisk Systems, Inc.

 Signature

 Signature

Christopher Grover

 Printed Name

 Printed Name

Mayor

 Title

 Title

 Date

 Date



NSIPROJECT4059
6400 SE Lake Road, Suite 450
Portland, OR 97222
Phone: 503-353-7555
Toll Free: 1-800-676-2777

SOW Completion Acceptance:

Project	
SOW Date	2/12/2019
SOW Number	NSIPROJECT4059
Customer Name	City Of Cheney Police Department
Project Title	IBM Power9 Installation/Migration Services

Activities/Tasks	Completion Date

Deliverables Provided

Customer representative signature below indicates acceptance and approval of all tasks performed and have been rendered to the Customer's satisfaction and will be charged against the referenced Statement of Work.

For: City Of Cheney Police Department

For: Nordisk Systems, Inc.

Authorizing Manager

Services Manager

Date

Date

Customer Satisfaction:

Our commitment to customer success and satisfaction is one of our most basic principles. Please take a few minutes to complete our satisfaction survey by going to the following website and completing the survey.

[Feedback Survey](#)

We value your opinions and look forward to your response.



NSIPROJECT4059
 6400 SE Lake Road, Suite 450
 Portland, OR 97222
 Phone: 503-353-7555
 Toll Free: 1-800-676-2777

SOW Change Order Request Form:

Project	
SOW Number	NSIPROJECT4059
Customer Name	City Of Cheney Police Department
Project Title	IBM Power9 Installation/Migration Services
SOW Date	2/12/2019

Change Control	
Change Number	
Request Number	
Party Requesting Change	
Contact Regarding This Request	

Change Description	
Changes to Schedule and Tasks	
Changes to Deliverables	
Changes to Terms	
Changes to Pricing	

Sample

Both City Of Cheney Police Department and Nordisk Systems, Inc. approve the changes for this project.

For: City Of Cheney Police Department

For: Nordisk Systems, Inc.

 Authorizing Manager

 Services Manager

 Date

 Date

CITY OF CHENEY
CITY COUNCIL ACTION REQUEST

ISSUE:	2019 Well One Rehab Project Award	AGENDA ITEM #:	19-010
DEPT. OF ORIGIN:	Public Works	DATE:	2/21/19

EXHIBITS ATTACHED OR REFERENCED:	(1) Resolution E-706 (2) Bid Results (3) Contract
---	---

Council Committee Recommendation	Yes		No		None	
---	-----	--	----	--	------	--

DEPT/DEPT HEAD INITIALS	APPROVE	DO NOT APPROVE	NO COMMENT	COMMENTS
Public Works/TA	TA			

	EXPENDITURE REQUIRED:	\$ 39,200.00 plus taxes	AMOUNT BUDGETED	
FISCAL IMPACT	APPROPRIATION REQUESTED:	\$ 46,914.56 expenses plus 10% contingencies		

SUMMARY:	Bids were opened on February 21, 2019 with one responsive bid received from Specialty Pump Services Inc. in the amount of \$ 39,200.00 plus taxes.
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COUNCIL ACTION REQUESTED:	Passage of Resolution E-706
----------------------------------	-----------------------------

APPROVED FOR AGENDA

 DISAPPROVED

February 24, 2019

COUNCIL MEETING DATE

MAYOR/CITY ADMINISTRATOR

City of Cheney
609 Second Street
Cheney, WA 99004

**CITY OF CHENEY, WASHINGTON
RESOLUTION E-706**

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A
CONTRACT WITH SPECIALTY PUMP SERVICES INC FOR THE 2019
WELL ONE REHAB PROJECT**

WHEREAS, the Public Works Department received one bid for 2019 Well One Rehab Project; and

WHEREAS, Specialty Pump Services, Inc. submitted the lowest qualified bid in the amount of \$39,200.00 plus taxes.

NOW THEREFORE, BE IT RESOLVED, the Cheney City Council by majority vote hereby authorize the Mayor to sign a contract with Specialty Pump Service, Inc. in the amount of \$ 39,200.00 plus taxes for the 2019 Well One Rehab Project. In addition, the City Council of the City of Cheney authorizes an appropriation amount of \$ 46,914.56 for expenses plus contingencies.

ADOPTED, on this 24th day of February, 2019 by the Cheney City Council at their regularly scheduled meeting at the Cheney Council Chambers, 609 Second Street, Cheney, WA 99004.

Chris Grover, Mayor

ATTEST:

Cynthia Niemeier, City Clerk

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made by and between the City of Cheney, a code City of the State of Washington (“**City**”) and Specialty Pump Services, Inc (“**Contractor**”), jointly referred to as “**Parties**”.

IN CONSIDERATION of the terms and conditions contained herein the Parties covenant and agree as follows:

1. **Work to Be Performed.** The Contractor shall do all work and furnish all labor, tools, materials, supplies and equipment for the 2019 Well One Rehab Project (“**Work**”) in accordance with, and as described in the plans, specifications, drawings, instructions and other documents provided by the City, as amended which are by this reference incorporated herein and made part hereof (the “**Contract Documents**”). To the extent applicable or reasonably necessary to interpret the Work, the most recent publication of the Standard Specifications for Road, Bridge and Municipal Construction of the Washington State Department of Transportation (see <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>) is incorporated into the Contract Documents. All changes in the work shall be performed in accord with the Contract Documents, unless determined otherwise by the City.

The Contractor, as set forth in the Contractor’s bid proposal attached hereto as Exhibit A (the “**Bid Proposal**”), shall assume and be responsible for the cost and expense of all Work provided in the and Contract Documents, except those items agreed in writing to be furnished by the City of Cheney.

The Mayor or designee shall administer and be the primary contact for Contractor. Prior to commencement of work, Contractor shall contact the Mayor or designee to review the Work, schedule, and time of completion. Contractor shall receive written authorization from the City to proceed with the Work. Upon notice from the Mayor or designee, Contractor shall promptly commence Work, complete the same in a timely manner, and cure any failure in performance under this Agreement.

All Work shall be performed in conformance with the Contract Documents, City and State standards and Bid Proposal. Contractor acknowledges review of the Contract Documents and accepts the same. In the event of a conflict between the Contract Documents, City and State standards or Bid Proposal, they shall be interpreted and given precedence in the order listed herein.

2. **Term of Contract.** This Contract shall be in full force and effect upon execution of this Agreement and shall remain in effect until final completion of the Work or acceptance of the Work by the City.

The City may terminate this Agreement by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all Work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation.** The City agrees to pay the Contractor \$ 39,200.00 plus taxes provided such amount does not exceed the Bid Proposal.

4. **Payment.** The Contractor may elect to be paid in monthly installments upon presentation of an invoice to the City, or in a lump sum upon completion of the Work. Applications for payment shall be sent to the City at the below-stated address.

The City reserves the right to withhold payment under this Agreement if the Work is determined, in the reasonable judgment of the Mayor or designee, to be noncompliant with the Contract Plans, Contract Documents, City or State standards, or Bid Proposal.

5. **Retainage.** State law requires the City when contracting for a public improvement or work, other than performance of professional services, it withhold from monies earned by the Contractor during the progress of the Work, a sum not to exceed 5% of the cost of the Work ("**Retainage**"). as The Retainage is a trust fund held by the City for the protection and payment of any person, mechanic, subcontractor or material men who shall perform any labor upon the contract, as well as, the State of Washington, with respect to taxes imposed pursuant to RCW Title 82. The Retainage is held by the City pursuant to RCW 60.28.010 with the Contractor having certain options concerning the deposit or escrow of such funds. The Contractor may elect to submit a bond to the City for all or any portion of the Retainage. After completion of the Work, other than landscaping, the Contractor may request that the City release the Retainage and sixty (60) days thereafter the City shall pay the Retainage provided there are no claims against the retained funds and the City has received from Department of Revenue, Employment Security Department and the Department of Labor and Industries certificates that all taxes, increases and penalties have been paid.

In lieu of Retainage, the Contractor may substitute a bond for the purposes set forth in RCW Chapter 60.28.

6. **Notice.** Notice shall be given in writing as follows:

TO THE CITY:

Name: Todd Ableman
City of Cheney Public Works Director
Phone Number: (509) 498-9293
Address: 112 Anderson Road
Cheney, WA 99004

TO THE CONTRACTOR:

Specialty Pump Services, Inc
Phone Number:509-534-3382
Address:4712 S Thor
Spokane, WA 99223

7. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to comply with all applicable Federal, State and local laws, and City ordinances and regulations. Contractor shall exercise best efforts, including the selection of highest quality materials; so that all Work performed shall be in compliance with current related industry standards.

8. **Relationship of the Parties.** It is hereby understood, agreed and declared that the Contractor shall be an independent contractor, and is not the agent or employee of the City. The City is interested only in the results to be achieved with the right to control the particular manner, method and means in which the services are performed solely within the discretion of the Contractor. Any and all employees who provide services to the City under this Agreement shall be deemed employees solely of the Contractor. The Contractor shall be solely responsible for the conduct and actions of all employees, agents and persons under its control and authority including any liability that may attach thereto.

9. **Contractor to Be Licensed, Bonded and Insured.**

A. **Licensed.** The Contractor shall be duly licensed by the State of Washington pursuant to RCW 39.06.010.

B. **Bond.** The Contractor shall, except as set forth below, obtain a bond from a surety company in an amount equal to the Contract Price for the purpose of guaranteeing the faithful performance of this contract, including paying all labors, mechanics, subcontractors and material men pursuant to RCW 39.08.010.

On contracts of one hundred fifty thousand dollars (\$150,000.00) or less, at the option of the contractor or the general contractor/construction manager as defined in RCW [39.10.210](#), may, in lieu of the bond, have the City retain ten percent (10%) of the contract amount for a period of thirty (30) days after date of final acceptance, or until receipt of all necessary releases from the department of revenue, the employment security department, and the department of labor and industries including the settlement of any liens filed under chapter [60.28](#) RCW, whichever is later. The recovery of unpaid wages and benefits must be the first priority for any actions filed against retainage held by the City.

C. **Insurance.** Contractor shall purchase and maintain, during the term of this Agreement, a comprehensive general liability policy in the amount of \$1,000,000.00 per occurrence, with the City as an additional named insured. A copy of the certificate shall be provided to the City. Notice of cancellation of such insurance shall be given to the City by Contractor's insurer.

10. **Prevailing Wages on Public Works.** This Agreement provides for the construction of a public work and payment of prevailing wages according to Washington law. All employees, workers, laborers or mechanics shall be paid a prevailing rate of wage that is set forth in an attachment to this Agreement. The payment of prevailing wages is required by Washington law, RCW 39.12.020 and WAC 296-127-01308. A prevailing rate of wage is determined by the Industrial Statistician of the Department of Labor and Industries. RCW 39.12.015.

Before any payment may be made to Contractor, a "Statement of Intent to Pay Prevailing Wages" must be submitted to the City. Following final acceptance of the public works project, the Contractor and each subcontractor shall submit an "Affidavit of Wages Paid" before retained funds will be released to the Contractor. The affidavit must be certified by the Industrial

Statistician of the Department of Labor and Industries. Any exemption to the above must be submitted by Contractor through an acknowledged statement.

11. **Warranty.** Unless provided otherwise in the Contract Documents, Contractor warrants all work and materials performed or installed under this Contract is free from defect or failure for a period of one year following final acceptance by the City, unless a supplier or manufacturer has a warranty for a greater period, which warranty shall be assigned to the City. In the event a defect or failure occurs in work or materials, the Contractor shall within the warranty period remedy the same at no cost or expense to the City.

12. **Indemnification and Hold Harmless.** Contractor assumes responsibility for and shall defend, indemnify and hold the City, its agents, employees and officials (hereinafter “**Indemnitee**”) harmless from any and all claims, demands, damages, expenses, losses, fines, penalties or liabilities, including loss of use, arising from, resulting in any manner directly or indirectly from or connected with or in the course of the performance of the Work and the obligations herein, including without limitation claims of subcontractors and suppliers contracting with Contractor. Contractor’s obligation to defend, indemnify and hold Indemnitee harmless shall include, but is not be limited to, Indemnitee’s personnel-related costs, attorney and expert fees, court costs, and all other claim-related expenses, to the fullest extent permitted by law, even though such claims may prove to be false, groundless, or fraudulent, subject only to the limitations provided below.

Contractor’s duty to indemnify shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from: (a) the sole negligence of Indemnitee or (b) the concurrent negligence of (i) Indemnitee, its agents or employees and (ii) Contractor, its agents or employees with such liability limited to the extent of Contractor or Contractor’s agents or employees negligence. RCW 4.24.115

Contractor specifically and expressly waives any immunity that may be granted it under the worker’s compensation laws under the Washington State Industrial Insurance Act, Title 51 RCW; provided that such waiver shall be expressly limited to Contractor’s indemnity obligations herein and shall not be intended as a benefit to any third party. Further, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers compensation acts, disability benefits acts, or other employee benefits acts. This waiver was mutually negotiated.

The partial or complete invalidity of any one or more provisions of this Section shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the balance of the provisions shall be considered reformed to reflect the intent of the parties to the greatest extent possible consistent with the law. The provisions of this section shall survive termination of this Agreement.

13. **Waiver.** No waiver in one instance shall be held to be waiver of any subsequent breach or nonperformance. All remedies afforded in this Agreement, or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law.

Failure of either party to enforce, at any time, any of the provisions of this Agreement, or to require, at any time, performance by the other party of any provision hereof, shall in no way be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement, or any part thereof.

14. **Assignment and Delegation.** Neither party shall assign, transfer, or delegate any of the responsibilities of this Agreement, or the benefits received hereunder, without first obtaining the written consent of the other party.

15. **Jurisdiction and Venue.** This Contract is entered into in Spokane County, Washington. Venue shall be in Spokane County, State of Washington.

16. **Arbitration.** All disputes arising under this Agreement shall be resolved through arbitration pursuant to State law. Rules for arbitration shall be those prescribed by the American Association of Arbitration.

17. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties, and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered, except in writing and signed by the Parties hereto.

18. **Anti-kickback.** No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement, shall have, or acquire, any interest in this Agreement, or have solicited, accepted, or granted, a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

19. **Exhibits.** Exhibits attached and incorporated into this agreement are:

Exhibit "A" " Proposal " Specialty Pump Proposal Dated 2/21/19

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2019.

CITY OF CHENEY:

CONTRACTOR:

Chris Grover, Mayor

By: _____
Its: _____

Fed Tax ID No. _____

ATTEST:

Cindy Niemeier, Finance Director