

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 18-7-18D**

**RESOLUTION AUTHORIZING WAIVING COMPETITIVE BIDDING REQUIREMENTS OF RCW 57.08.050 FOR PURCHASING EQUIPMENT INVOLVING SPECIAL FACILITIES AND MARKET CONDITIONS RELATING TO PROJECT 18-4 McMICKEN WELL REPAIR AND AUTHORIZING THE GENERAL MANAGER TO PURCHASE THE REPLACEMENT EQUIPMENT AT THE McMICKEN WELL**

**WHEREAS**, Highline Water District ("District") owns and operates a public water system pursuant to Title 57 Revised Code of Washington ("RCW"), including water lines, wells, pump stations and reservoirs; and

**WHEREAS**, the District's McMicken Well ("Well") was designed for an instantaneous withdrawal rate of 500 gallons per minute ("gpm") and future expansion to 650 gpm; however, throughout 2017 there was a gradual decline in instantaneous water production from the Well; and

**WHEREAS**, the Contractor for Project 07-2 McMicken Well and Treatment Plant ("Project"), selected and installed in the Well as part of that Project a pump and motor manufactured by Byron Jackson/Flowserve ("Equipment"), locally and solely supplied by Pump Tech, Inc. and the Equipment is considered a special facility and is limited to a single source of supply; and

**WHEREAS**, the District retained the services of Pump Tech, Inc., to remove and diagnose the Well pump condition under contract #17-50-31 to determine the cause of the decline in Well production; and

**WHEREAS**, during removal of the Equipment by Pump Tech, the Well column separated causing the Well pump, motor and other equipment to drop within the Well resulting in significant damage to the Equipment; and

**WHEREAS**, Pump Tech recovered the Equipment and discovered the Equipment was damaged beyond repair; and

**WHEREAS**, the District Board of Commissioners then authorized Project 18-4 McMicken Well Repair, to diagnose and replace the Equipment under in the 2018 Capital Improvement Program; and

**WHEREAS**, the District filed a claim with the District's insurance carrier, Enduris, to recover the cost of its damages caused by the fall of the Equipment; and

**WHEREAS**, the District retained the services of RH2 Engineering ("RH2"), the Project engineering consultant, to investigate the cause of the damage and failure, and RH2 concluded corrosion caused the reduction in pumping capacity and the subsequent separation of the well column during removal; and

**WHEREAS**, RCW 39.04.280(1)(a) authorizes the District to waive the competitive bidding process to purchase equipment limited to a single source of supply; and RCW 39.04.280 (1)(b) authorizes the District to waive the competitive bidding process to purchase equipment involving special

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facilities or market conditions; and the pump is a special facility and is limited to a single source of supply; and

**WHEREAS**, the District requested a Scope of Services from Pump Tech, Inc. to replace and reinstall the Equipment as identified in Attachment A attached hereto and incorporated herein by this reference ("Proposal"); and

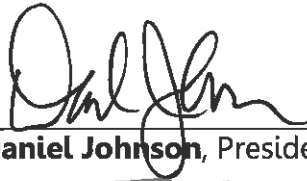
**WHEREAS**, RH2 reviewed the Proposal and advised the District the provided information meets their recommended requirements to replace the Well pump; now, therefore,

**BE IT RESOLVED** by the Board of Commissioners of Highline Water District, King County, Washington, as follows:

1. The recitals set forth above are incorporated herein in full by this reference.
2. The competitive bidding requirements as set forth in RCW 57.08.050 are hereby waived and the General Manager or designee, pursuant to RCW 39.04.280(1)(a) and (b) is hereby authorized and directed to proceed with the Equipment purchase identified in Attachment A.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held on the **18th** day of **July 2018**.

**BOARD OF COMMISSIONERS**



**Daniel Johnson**, President



**Kathleen Quong-Vermeire**, Secretary



**Todd Fultz**, Commissioner



**Vince Koester**, Commissioner



**George Landon**, Commissioner



ATTACHMENT A

PumpTech Inc.
12020 SE 32ND Street Suite 2
Bellevue, WA 98005
Phone: 425-644-8501
Fax: 425-562-9213
ddavidson@pumptechnw.com

Sales Quotation

TO:
Jeremy Delmar
Highline Water District
23828 30th Ave South
Kent, WA 98032
Phone: 206-824-0375

Salesperson: Doug Davidson / Mike Dunn
Lead Time: 24-28 weeks
FOB: FOB ORIGIN - FFA
Ship Via: BEST WAY
Project Name: McMicken pump & Motor Replacement

Quote #: 0140777-A
Date: 7/10/2018
Expires: 8/10/2018

Table with 5 columns: Item, Description, Price, Qty, Extend. Rows include Flowserve -BJ bowl, Flowserve - BJ Motor (NEW), Column pipe SCHD 80, Check valves 6", Installation, and Cable support.

SubTotal 231,808.00

Freight: 0.00

Sales Tax: 23,180.80

Total: 254,988.80

The above order is subject to Pumptech Inc. standard terms and conditions and credit approval which are attached and made part of this agreement. We appreciate your interest in our products and services and if you have any questions on our offerings please do not hesitate to call.

By signature below, I accept this offering:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_



**STANDARD TERMS & CONDITIONS**

**SHIPMENT**

Estimated shipment from manufacturer can proceed as quoted after receipt of approved submittals and purchase order. Quoted shipment time is not guaranteed and is based on information from our suppliers. Any late delivery charges due to shipment beyond the above estimated schedule will not be accepted.

**CONDITIONS OF SALE**

PUMPTECH INC is not bound by the terms and conditions in Purchaser's Purchase Order or in Purchaser's or Owner's Plans & Specifications unless such terms are delivered to PumpTech prior to quotation and referenced in the quotation .

PUMPTECH INC is not responsible for delay, disruption, consequential or liquidated damages of any sort, unless Purchaser requests and receives a quotation which includes pricing and terms for such damages.

**CREDIT APPROVAL AND PAYMENT TERMS**

Credit approval is required by PUMPTECH INC. prior to release of order to manufacturer; however, submittal may begin at the time of receipt of purchase order.PUMPTECH, INC.'s payment terms are Net 30 days from invoice date. In some circumstances PUMPTECH, INC. may require Progress Payments. Progress payments are due and payable on receipt of invoice. "Standard Progress Payment Plan" is defined as a payment plan that includes the following terms in the Purchase Order or in the agreement:

- a. 15% - Fifteen percent on receipt of approved drawings
- b. 30% - Thirty percent with order of major components
- c. 20% - Twenty percent on receipt of major components at our facility
- d. 30% - Thirty percent upon shipment
- e. 5% - Five percent on start up

A finance charge of 1.5% per month will be charged on all past due balances. If PUMPTECH, INC. is forced to turn this over to a collection agency; purchaser agrees to pay costs of the collection to the extent that is allowed by law for commercial accounts. Purchaser also agrees to pay attorney fees and court costs in the event of a suit.

**WARRANTY**

The only warranty/guarantee implied or applied to this quotation are those as put forth by the original manufacturer. Products manufactured by PUMPTECH INC. are warranted to be free from defects in material and workmanship for a period of one (1) year from the date of installation provided that the product is properly installed, serviced, and operated under normal conditions.

**TAXES**

The pricing in the quotation does not include any local, state, or federal taxes. If applicable, taxes will be included on the invoice.

With the signature below, purchaser agrees to the above terms and conditions, and authorizes PUMPTECH INC. to proceed with the order.

\_\_\_\_\_  
(Purchaser's signature)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
(Date)

**Agenda Item No.:** 5.3  
**Agenda Date:** 07/18/18  
**Reviewed By:** [Signature]

**RE:** Resolution authorizing waiving competitive bidding requirements of RCW 57.08.050 for purchasing equipment involving special facilities and market conditions relating to Project 18-4 McMicken Well Repair and authorizing the General Manager to purchase the replacement equipment at the McMicken Well

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL			
<i>Expenditures?</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
<i>Budgeted?</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
		Amount: \$ <u>254,988.80</u>	
		Includes Tax	

**ATTACHMENTS:**

1. Resolution 18-7-18D w/Attachment A

**COMMENTS:**

RCW 39.04.280(1)(a) authorizes the District to waive the competitive bidding process to purchase equipment limited to a single source of supply; and RCW 39.04.280 (1)(b) authorizes the District to waive the competitive bidding process to purchase equipment involving special facilities or market conditions.

The District's consultant, RH2 Engineering, reviewed the proposal from Pump Tech and concluded the provided information meets their recommended requirements.

Staff recommends approval of this resolution.