

14813

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S1

February 23, 2017

JKW Striker

*JKW -> Passed as amended*

Sponsor: Kohl-Welles

wsh/bar

Proposed No.: 2017-0086

1 **STRIKING AMENDMENT TO PROPOSED ORDINANCE 2017-0086, VERSION**

2 **1**

3 On page 1, beginning on line 5, strike everything through page 4, line 66, and insert:

4 "WHEREAS, the King County executive on February 9, 2017, issued an  
5 Executive Determination of Emergency, declaring that immediate steps must be taken to  
6 repair and replace damaged equipment at West Point Treatment Plant, and

7 WHEREAS, in accordance with K.C.C. 2.93.080, the Executive Determination of  
8 Emergency waived the competitive procurement requirements of state and county law,  
9 stating in relevant part as follows:

10 "The requirements for competitive bidding and formal solicitation for the lease or  
11 purchase of tangible personal property or services, public works and professional or  
12 technical services under Chapter 36.32 RCW, Chapter 39.80 RCW and KCC Chapters  
13 4.04, 4A.100.070, 2.93, 12.16 and 12.18 and all applicable King County Executive  
14 policies and procedures are hereby waived with reference to any such contracts relating  
15 to either the repair or the replacement, or both of the damage at West Point Treatment  
16 Plant," and

17 WHEREAS, under K.C.C. 2.93.080.B., such a waiver stays in effect until  
18 terminated by order of the executive, or action of the council by ordinance, or until it

19 expires, which is ten days after there have been contracts entered into, which combined,  
20 encumber funds in excess of two hundred fifty thousand dollars or in excess of  
21 appropriation, unless the council extends the waiver by motion beyond the ten day  
22 period, and

23 WHEREAS, the West Point Treatment Plant treats wastewater flows from homes  
24 and businesses in Seattle, Shoreline, north Lake Washington, north King County and  
25 parts of south Snohomish county, and

26 WHEREAS, the city of Seattle's combined stormwater/wastewater sewer system  
27 also flows into West Point Treatment Plant, and

28 WHEREAS, approximately ninety million gallons a day of wastewater is treated  
29 at the West Point Treatment Plant in the dry months and, during the rain/storm season,  
30 this facility provides secondary treatment for flows up to three hundred million gallons a  
31 day and provides primary treatment and disinfection for flows exceeding three hundred  
32 million gallons a day and up to four hundred forty hundred million gallons a day, and

33 WHEREAS, the West Point Treatment Plant supports economic growth in the  
34 region;

35 WHEREAS, the West Point Treatment Plant experienced an equipment failure on  
36 February 9, 2017, while receiving maximum high flows of combined wastewater and  
37 stormwater during very high tides resulting in significant flood damage to the facility,  
38 and

39 WHEREAS, King County wastewater treatment division employees immediately  
40 began emergency response and recovery at West Point Treatment Plant, requiring  
41 contracts for clean-up and either replacement or repair, or both, of equipment, and

42 WHEREAS, the executive intends to negotiate and execute one or more  
43 additional contracts to either repair or replace, or both, the damaged structures and  
44 equipment at the West Point Treatment Plant, and

45 WHEREAS, any delay in completing equipment repairs and restoring West Point  
46 Treatment Plant to full operation presents a risk to public health and the environment, and

47 WHEREAS, either the repair or the replacement, or both, of equipment on such a  
48 large scale will take some time, and

49 WHEREAS, the West Point Treatment Plant must be operated during peak flow  
50 conditions during the 2017-2018 rain and storm season to determine that repairs have  
51 been successfully completed and the treatment facility is fully operational, and

52 WHEREAS, the facts set forth in the preceding clauses and in the executive's  
53 Determination of Emergency and waiver establish an emergency as defined by K.C.C.  
54 2.93.080 and RCW 39.04.280;

55 NOW, THEREFORE, BE IT MOVED by the Council of King County:

56 A. The council finds that unforeseen circumstances beyond the control of the  
57 county, as set forth in the preceding clauses of this motion, present a real and immediate  
58 threat to the proper performance of essential government functions and the potential for  
59 material loss or damage to property and injury to persons, and will impact public health  
60 and the environment, all of which constitutes an emergency.

61 B. The February 9, 2017, waiver of competitive bidding and formal solicitation  
62 requirements for the lease or purchase of tangible personal property or services, public  
63 works as defined by RCW 39.04.010, or to the selection and award of either and  
64 professional or technical consultant services under state law and K.C.C. chapter 2.93 is

65 extended through May 31, 2018, in order to complete either the repair or the replacement,  
66 or both, of damaged equipment and structural repair necessary to restore West Point  
67 Treatment Plant to full operations and test the work performed.

68 C. The extension of the waiver of competitive bidding and formal solicitation  
69 requirements included in section B. of this motion are contingent upon the following:

70 1. The executive filing status reports on the ongoing repair work quarterly with  
71 each report filed no later than forty-five days after the close of a fiscal quarter, so that the  
72 first report shall be filed no later than May 15, 2017. The reports shall include at a  
73 minimum:

*KL → friendly amendment → passed*

74 a. expenditures during the previous quarter; *and anticipated for the*  
75 b. project expenditures to date; *next quarter*

76 c. a current estimate of the total costs of the repairs;

77 d. a list of the contracts or agreements undertaken under the authority in this  
78 waiver, including for each contract or agreement: the name of the vendor, the type of  
79 work, the value of the contract or agreement and the level of compliance with the  
80 contracting requirements of K.C.C. 3.15.100, K.C.C. chapters 12.16, 12.17, 12.18 and  
81 12.19 and related administrative rules;

82 e. a summary of procurement actions anticipated, but not yet undertaken under  
83 the authority of this procurement waiver; and

84 f. a discussion of specific actions taken during the previous quarter to continue  
85 to obtain competitive prices on behalf of the rate payers despite this waiver, including but  
86 not limited to procurements let or to be let in accordance with the requirements of K.C.C.

87 chapters 2.93 and achieving compliance with K.C.C. 3.15.100, K.C.C. chapters 12.16,  
88 12.17, 12.18 and 12.19 and related administrative rules.

89 2. The reports required under this section C. shall be filed in the form of a paper  
90 original and an electronic copy with the clerk of the council who shall retain the original  
91 and provide an electronic copy to all councilmembers, the council chief of staff, the chief  
92 policy officer, the lead staff to the transportation, environment and economy committee,  
93 or its successor, the budget and fiscal management committee, or its successor, and the  
94 regional water quality committee, or its successor."

95

96 **EFFECT:**

97 **In Section B., the striking amendment would change the date the procurement**  
98 **waiver expires from August 31, 2018 to May 31, 2018 (line 65), and clarifies that it is**  
99 **intended to cover the period needed to complete equipment repairs and/or**  
100 **replacement, and testing of the completed work (line 67).**

101

102 **The striking amendment would require reporting on a quarterly basis (45 days after**  
103 **the end of each fiscal quarter) on expenditures by quarter and to date; current**  
104 **estimates on total costs; a detailed list of contracts and agreements authorized under**  
105 **the waiver, including level of compliance with county code provisions related to**  
106 **minimum wages, discrimination and equal employment, nondiscrimination in**  
107 **benefits, and other county requirements; a summary of procurement actions**  
108 **anticipated, but not yet undertaken under the waiver; and a discussion of actions**  
109 **taken to obtain competitive prices in spite of the waiver. (Beginning on line 68.)**

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14813

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2/27/2017

Procurement Reqs

R Dembowski → passed

Wsh

Sponsor: Dembowski

Proposed No.: 2017-0086

1 **AMENDMENT TO STRIKING AMENDMENT S1 TO PROPOSED MOTION**

2 **2017-0086, VERSION 1**

3 On page 3, line 54, after "39.04.280" insert ", and

4 WHEREAS, the county intends that to the fullest extent feasible all contracts and  
5 agreements entered into pursuant to the waiver extended by this motion will include all of  
6 the county procurement requirements, including, but not limited to, K.C.C. chapters 4.04,  
7 2.93, 12.16 and 12.18, K.C.C. 4A.100.070 and all applicable King County executive  
8 policies and procedures, waived by the executive in the Executive Determination of  
9 Emergency issued on February 9, 2017"

10

11 ***EFFECT: Includes the county's intent notwithstanding the waiver to obtain***

12 ***compliance with the county's contracting policy goals.***