

**City of Burien, Washington**  
**City Hall Contract Routing Sheet**

*Jo Saw*  
*12/12*

Name of Contracting Party: City of SeaTac

Project Name/Description: Purchase of Salt Brine

Contract Amount: \$0.38¢ per gallon

Type of Contract:

<input type="checkbox"/> <b>Architectural/Engineering</b> <input type="checkbox"/> From MSRC Engineering Roster <input type="checkbox"/> RFQ Process Done	<input type="checkbox"/> <b>Construction/Public Works</b> <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$35,000) <input type="checkbox"/> From MRSC Small Works Roster (\$35,000 to \$300,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$300,000) <input type="checkbox"/> Other: <u>Sole Source - Emergency</u>	<input type="checkbox"/> <b>Human Services/Arts &amp; Culture</b>  X <b>Other:</b> _____  <input type="checkbox"/> <b>Contract Amendment to Contract No.</b> _____
<input type="checkbox"/> <b>Consulting/Services (Non-Engineering)</b>		

Is this contract authorized in the current year's budget? X Yes  No

If budgeted, list Fund/Dept.: Street Fund – Office & Operating Supplies

Page # in Budget: 3-4 Budget line item amount: \$90,000 150,000

BARS Account Number: **101.11.543.10.31.000**

**CONTRACT ROUTING INSTRUCTIONS:**

Contract Manager Directions/Approval: \_\_\_\_\_ Date: \_\_\_\_\_

- Draft contract, get contract file checklist items
- Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- Obtain Dept. Director Approval \_\_\_\_\_ Date: \_\_\_\_\_

Legal Dept. Directions/Approval: *Chun Ben* Date: 12-9-14

- X  Review insurance N/A
- Review of City Attorney (non-routine contracts)

Finance Dept. Directions/Approval: *Rvw lll Fleming* Date: 12-10-14

- X  Review contract budget/administrative review.

City Manager Review if over \$25,000: N/A Date: \_\_\_\_\_

- Return Contract Package to Finance Dept.

**Contract Manager Directions:**

- Obtain signatures on contract.
- Provide fully signed copy of contract to other party.
- Make copy of contract for own files, if desired.
- Return original Contract Package to Finance Dept.

**Finance Dept. Directions:**

- Assign contract number.
- E-mail contract number to Contract Manager.
- Provide Contract Package to Scanner.

<b>Contract File Checklist:</b>
<input checked="" type="checkbox"/> W-9 Taxpayer ID Form
<input type="checkbox"/> Burien Business License # _____
<input type="checkbox"/> Insurance Certificate
<input type="checkbox"/> Bids, if applicable <input type="checkbox"/> N/A
<input type="checkbox"/> Contract Fully Signed

**CONTRACT FOR SALT BRINE**

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THIS CONTRACT is made and entered into by and between the City of SeaTac, hereinafter referred to as the "City" and the City of Burien, hereinafter referred to as the "Purchaser", upon the following terms and conditions.

1. **Term.** This Contract shall be in effect until December 31, 2015 and is renewable for additional one-year periods upon mutual written agreement of the parties. This Contract may be terminated by either party upon 3 days written notice.

2. **Nature of Transaction.** City agrees to sell, and Purchaser agrees to purchase and receive liquid salt brine. The Purchaser shall notify the City at 206.786.4815 or 206.973.4770 prior to collection of the salt brine. The City is under no obligation to sell salt brine to the purchaser if, in the sole determination of the City, the City is unable or unwilling to accommodate the request. Providing salt brine under the terms of this Agreement in on an "as available" basis.

3. **Indemnification and Hold Harmless.** The Purchaser shall defend, indemnify and hold harmless the City, its employees, directors, officers, officials and agents from any and all loss, liability, damage, death, or injury to any person or property, caused from the use of any salt brine supplied by the City to the Purchaser. The Purchaser assumes all risk by the use of salt brine provided by the City. Such defense, indemnity and hold harmless shall include any and all attorney fees and court costs required to enforce the provision of this paragraph. Purchaser agrees that all salt Brine provided under the terms of this Agreement is on an "as-is" basis.

4. **Price.** Purchaser acknowledges that the current price of .38 per gallon may fluctuate for time to time based on the cost of materials and that changes in the price will be provided by the City to the Purchaser prior to collection. The City Shall provide monthly invoices for all salt brine supplied under the terms of this Agreement and the Purchaser shall pay such invoices within 45 days of receipt.

5. **Administration.** This Contract shall be administered by the parties listed below. Any written notices required by terms of this Contract shall be served or mailed as follows:

*If to the City:*  
Public Works Maintenance  
City of SeaTac- City Hall  
4800 South 188<sup>th</sup> Street  
SeaTac, WA 98188

*If to the Purchaser:*  
Public Works Maintenance  
City of Burien -City Hall  
400 SW 152<sup>nd</sup> ST, Suite 300  
Burien, WA 98166

CITY OF SEATAC

PURCHASER

By: Sean Clark

By: Maiya I Andrews

Name: Sean Clark

Name: Maiya I Andrews

Title: PW Maintenance Supervisor

Title: Public Works Director

Date: 12-19-14

Date: Dec 15, 2014