

**Public Infrastructure, Environment, and Sustainability Committee**  
**Agenda for Monday, August 24, 2020 1:15 p.m.**

The Spokane City Council's Public Infrastructure, Environment, and Sustainability Committee meeting will be held at **1:15 p.m. on August 24, 2020** streaming live online and airing on City Cable 5 at <https://my.spokanecity.org/citycable5/live/> or by calling 1-408-418-9388 and entering the access code #960 228 527; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Infrastructure, Environment and Sustainability Committee meeting is regularly held every 4<sup>th</sup> Monday of each month at 1:15 p.m. unless otherwise posted.

Notice is hereby given that, pursuant to Governor Jay Inslee's Proclamation 20-28, dated March 24, 2020, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted above or by calling 1-408-418-9388 and entering the access code #960 228 527; meeting password 0320.

**AGENDA**

**I. Call to order**

**II. Approval of minutes from July 27, 2020**

**III. Discussion items**

**A. Council requests**

1. Consent items for discussion
2. Legislative update (if needed)
3. Fluoride – Council President Beggs (20 minutes)
4. Sustainability Action Subcommittee Update – Kara Odegard (15 minutes)
  - Greenhouse Gas Targets
  - Community Platform – We Renew
5. Hwy 195 Corridor discussion – Council Member Cathcart (15 minutes)
6. Street sweeping update – Council Member Stratton/Clint Harris

**B. Staff requests**

1. Street Design Standards and SMC's update – Inga Note (15 minutes)
2. UIS Project – Billing System Conversion – Contract Extension (Utility Billing)
3. Rate Setting Process – Scott Simmons
4. Yellowstone Pipeline Franchise Agreement – Tim Szambelan
5. U-Help Ordinance Extension – Marlene Feist
6. Youth Rental Assistance \$660,000 – Tim Sigler

**IV. Strategic initiatives session – Council Member Beggs and Scott Simmons**

Priority strategy 1: Rapidly accelerating street pavement maintenance projects

- No report this meeting.

Priority strategy 2: Repurposing public property and assets to stimulate private investment

- No report this meeting.

Priority strategy 3: Sustainable city

- No report this meeting.

**V. Consent items**

1. One-year contract extension with Linn Machine & Manufacturing, Inc. (SWC)
2. Value Blanket for the purchase of pre-fabricated boiler tubes (WTE)
3. Contract for the purchase and installation of a rooftop fall arrest system (WTE)
4. Utility Preliminary Engineering Agreement UTB 1433 (Water)

**VI. Executive session**

Executive Session may be held or reconvened during any Public Infrastructure, Environment, and Sustainability Committee meeting.

**VII. Adjournment**

**Next Public Infrastructure, Environment, and Sustainability Committee meeting**

The next meeting will be held at the regular date and time of September 28, 2020 1:15 p.m.

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Council Briefing Center in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinhofson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**STANDING COMMITTEE MINUTES**  
**City of Spokane**  
**Public Infrastructure, Environment, and Sustainability**  
**July 27, 2020**

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**Committee members present in person, phone or video**

Council President Breean Beggs, Committee Chair  
Council Member Michael Cathcart, Vice Committee Chair  
Council Member Kate Burke  
Council Member Lori Kinnear  
Council Member Candace Mumm  
Council Member Betsy Wilkerson

**Committee members absent**

Council Member Karen Stratton

Council President Beggs called the meeting to order at 1:15 p.m.

<https://vimeo.com/442172500>

**Review and approval of minutes**

Council President Beggs asked for a motion to approve the minutes of the June 22, 2020 meeting.

- Action taken
- Council Member Burke moved to approve the minutes of the June 22, 2020 meeting as presented; the motion was seconded by Council Member Mumm.

**Discussion items**

**A. Council Requests**

1. Consent items for discussion
  - Upriver Spillway Rehabilitation Phase III Engineering Design and STID Update (Water Dept.) Steve Burns gave an update on the multi-year work for the rehabilitation design work for the structural rebuilds that may be needed as preventative maintenance.
2. Legislative update (if needed)
3. C-PACER Financing – Letter of Support  
Council President Beggs reviewed the support letter from City Council to County Commissioners for supporting the C-PACER financing. The financing allows for building owners to take out loans in property assessment at a lower cost for energy efficiency projects. This letter will be on Council's agenda for this afternoon.
4. Sustainability Action Subcommittee (SAS) (30 minutes)  
Kara Odegard gave an update on the work of the Sustainability Action Committee. She reviewed the history and the goals of the subcommittee.

## B. Staff Requests

1. Airway Heights Amended Water Supply Water Agreement and Emergency Water Services Agreement – Marlene Feist and Kevin Anderson of Airway Heights  
Marlene Feist introduced Kevin Anderson, City of Airway Heights Public Works Director. Kevin gave a presentation to outline the progress on the water supply improvements in Airway Heights and the proposed amendments to the water supply agreement with the City of Spokane.
2. State Transportation Improvement Board (TIB) Grant Opportunity  
Katherine Miller introduced Kevin Picanco discussed the funding available for the grant opportunity. Kevin discussed the projects that are being positioned for applications to the TIB.
3. WRIA 55 Plan Update, Little Spokane Watershed  
Doug Greenlund discussed the plan update that was included in the packet. He gave an overview of the approval process. Doug will email a short summary of the plan update.

## Strategic Plan Session

### A. Priority Strategy 1. Rapidly accelerating street pavement maintenance projects

- B. No report this meeting.

### C. Priority Strategy 2. Repurposing public property to stimulate private investment

- No report this meeting.

### D. Priority Strategy 3. Sustainable city

- Water Conservation Efforts Update – Marlene Feist  
Marlene Feist introduced Kristen Zimmer, Water Department. Kristen gave an overview of the water conservation efforts today including public education events. She introduced the Water Wise Spokane program and the details of the public education and citizen challenges. Rebates available for toilets, showerheads, and other conservation efforts.

## Consent items

1. Contract Renewal for Air Quality Emission Compliance Testing (Waste to Energy)
2. Contract Renewal for Ultrasonic Thickness testing (Waste to Energy)
3. Upriver Spillway Rehabilitation Phase III Engineering Design and STID Update (Water Dept.)
4. Value Blanket Order for Traffic Paint (Streets)
5. 2020 – 2024 Consolidated Plan (Neighborhood and Business Services: Community, Housing, and Human Services)
6. Contract amendment with Spokane Roofing LLC for required roofing insulation (Finance, Asset Management)

7. MFTE Conditional Contracts
  - i. The District on the River
  - ii. Harrington Place Apartments

Executive session

None.

Adjournment

The meeting adjourned at 2:30 p.m.

Prepared by:

Barbara Patrick

Approved by:

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Chair

## Briefing Paper

### Public Infrastructure Environment & Sustainability

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	Street Design Standards and SMC's update
<b>Date:</b>	8/24/2020
<b>Author (email &amp; phone):</b>	<a href="mailto:inote@spokanecity.org">inote@spokanecity.org</a> , <a href="mailto:kemiller@spokanecity.org">kemiller@spokanecity.org</a>
<b>City Council Sponsor:</b>	CM Mumm
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES, Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Improving Streets
<b>Deadline:</b>	Adoption in 2020
<b>Outcome:</b>	

**Background/History:** *The Street Design Standards update has been a work in progress for the past few years. These standards are used during engineering of streets, sidewalks, pathways and stormwater facilities within the public right of way. They are used by City Staff as well as the Development Community. Proposed changes to select sections of the Spokane Municipal Code are also available for review.*

*Public outreach in late 2019 included meeting with developers, an All Ages and Abilities group, and the Plan Commission Transportation Subcommittee. Staff briefed the PIES committee on 3/23/2020. Public outreach since March 2020 included meeting with or soliciting feedback from internal staff groups, the Bicycle Advisory Board, Design Review Board, and the PCTS. Plan Commission workshops were held on 7/22/2020 and 8/12/2020.*

**Executive Summary:**

- A draft of the Street Standards and the proposed SMC revisions are available on the project webpage <https://my.spokanecity.org/projects/street-design-standards-update/>
- 9/9/2020 and 9/23/2020: Plan Commission Hearing
- Sept-Oct 2020: City Council workshops and hearings.

**Budget Impact:**

Approved in current year budget? ☐ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

**Operations Impact:**

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:

## Briefing Paper

### City Council Briefing

<b>Division &amp; Department:</b>	Public Works, Utility Billing
<b>Subject:</b>	UIS Project – Billing System Conversion – Contract Extension
<b>Date:</b>	July 20, 2020
<b>Author (email &amp; phone):</b>	Corin Morse ( <a href="mailto:cmorse@spokanecity.org">cmorse@spokanecity.org</a> ) or 625.6855
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Successful Conversion of the Utility Information System (UIS)
<b>Deadline:</b>	
<b>Outcome:</b>	Full implementation of the UIS system April 2021

#### Background/History:

This Utility Information System project was approved in May 2019 in order to replace the aging, homegrown, over-customized application, Cstar with Systems & Software's product enQuesta6. The original budget approved for this project was \$3,306,921.78. The project officially kicked off in July 2019. Due to COVID-19, scheduled project implementation activities subsided causing the need for a scheduling adjustment for a new Go Live date from November 2020 to April 2021. The amount of this impact is \$319,812.50; increasing the total project amount to \$3,626,734.28

#### Executive Summary:

During mid-March to mid-May, COVID-19 response measures and related resource capacity at the City has had a direct impact on our ability to meet key deadlines with some critical path tasks postponed or delayed. As a result, the City and the vendor need additional time to complete this important project successfully. The project timeline was recalculated, with a need to extend the Contract a minimum of 3 months. That change would move the "Go Live" date to April 2021, from November, 2020. We also have developed an additional contingency plan that would allow for a "Go Live" date into March, if further delays are encountered.

S & S recognizes that the City was most impacted by COVID-19 during a 6-week period and is not seeking additional compensation for that period of time. The total cost to extend is \$319,812.50. Here is a look at the additional costs of extending the project:

March 31 Go Live - Project Close June 30, 2021	Gross	Discount	Cost
Additional Project Management - 5 months @ \$18,025	\$90,125.00	\$0.00	\$90,125.00
Additional Project SMEs - 5 months @ \$65,625	\$328,125.00	\$98,437.50	\$229,687.50
Additional Conversion – 40 hours	\$7,000.00	\$7,000.00	\$0.00
<b>Total</b>	<b>\$425,250.00</b>	<b>\$105,437.50</b>	<b>\$319,812.50</b>

#### Budget Impact:

Approved in current year budget? ☐ Yes ☒ No  
 Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: Water, Wastewater and Solid Waste  
 Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required:

DRAFT



**CITY OF SPOKANE**  
**Re: YELLOWSTONE PIPELINE**  
**BRIEFING PAPER**

**Subject**

The City of Spokane and Yellowstone Pipeline Company (YPL) have been in negotiations throughout the past 10 years for the development of a new pipeline franchise agreement that would replace the previous franchise agreement, which expired in 2005.

**Summary**

The proposed pipeline franchise agreement sets the term of the agreement for 25 years. The franchise provides for safety requirements in the operation of the pipeline in order to ensure that the City's sole source of drinking water, provided by the Rathdrum aquifer, is protected. One of the main delays in getting the franchise agreement in place was a change in the ownership of YPL and the insurance component of the agreement.

In 2011, the City hired Southwest Research Institute (SRI) to conduct an independent audit of YPL's own Pipeline Integrity Management Audit. The SRI audit determined YPL is in compliance with industry standards.

The City will receive a franchise fee of \$25,000.00 per year during the franchise term, with an increase of at least 1.5% after five years. The annual amount paid by YPL had been at just \$200.00 per year.

**Regulation of the Franchise**

The YPL is regulated by the Federal Pipeline and Hazardous Materials Safety Administration (PHMSA) and by the Washington State Pipeline Safety Commission under the Utility and transportation Committee.

The Washington State Pipeline Safety Commission is responsible for the development and enforcement of safety standards for natural gas and hazardous liquid pipelines located within the state. The commission also inspects the portions of interstate natural gas and hazardous liquid pipelines located within Washington state; the standards and enforcement actions are the responsibility of the PHMSA.

The federal and state pipeline safety regulations do limit what a municipality may require of YPL in a franchise.

**Revenue From YPL Franchise Agreement**

As stated, the City will receive \$25,000.00 from YPL on an annual basis for the term of the franchise. The draft franchise contains language to increase the franchise payment amount after five years. After the five year period, the franchise fee shall be increased

every year by the National Consumer Price Index for Urban- Consumers (CPI-U) as published in January of that year, or at a rate of 1.5% whichever is greater. As stated, the City had been receiving only \$200.00 annually in franchise fees from YPL.

### **Insurance Coverage**

The insurance coverage is up to \$100,000,000 for each occurrence. It was negotiated with the former City Attorney that the City would permit Corporate Guarantees or Self-Insurance of a Standard Commercial General Liability form along with Time Element Pollution Endorsement to cover sudden and accidental pollution in proportion to their ownership percentages.

Ownership of YPL:	Phillips 66 Company	46%
	Exxon Pipeline Holdings	40%
	Sunoco Pipeline L.P.	14%

### **Independent legal Review**

The YPL franchise has been review by outside legal counsel. The law firm of Tupper, Mack and Wells did the independent legal analysis of the franchise. The result of the review was positive and supportive of the YPL franchise as drafted. See below:

“our assessment of is that the current draft of the Franchise Ordinance is carefully structured to protect the City’s interests, despite the constraints on City regulation of pipeline safety resulting from federal preemption. Specifically, the ordinance explicitly requires Yellowstone to comply with all applicable federal and state laws, including those regarding safety and emergency response; provides opportunities for the City and Yellowstone to engage, through independent pipeline consultant, on potential improvements to the pipeline; requires Yellowstone to comply with all City permitting requirements for construction projects; requires Yellowstone to cover the costs of any required cleanup; and requires Yellowstone to indemnify the City against any third party claims, including claims related to environmental injuries.”

### **YPL — Vulnerability Assessment Contribution – Side Letter Agreement**

The City has negotiated with YPL to commit \$75,000 to the cost of a Vulnerability Assessment. The Vulnerability Assessment shall evaluate the potential impacts and risks to municipal ground water supply source wells that could be posed by future possible releases from the petroleum pipeline and the subsequent loading of contaminants to groundwater beneath the pipeline during a release.

The Water Department provided substantial input and expertise in the development of the proposed Vulnerability Assessment agreement.

### **Additional Points**

The City of Spokane's franchise agreement has been drafted to address specific concerns by the City and the City will be the first regional jurisdiction to have a franchise renewed with YPL.

### **Why is the YPL pipeline so close to a City well head?**

By Resolution C-24904 (1989) the City Council approved the relocation of the pipeline to its current location by the City's wellhead.

### **Has the City Requested YPL to relocate the pipeline from its current location?**

Yes, in 2005, however, in response to the City's request, YPL referenced Resolution C-24904 as their basis for not relocating the pipe away from the City's well head. The estimated cost at that time to relocate the pipe was One Million Dollars (1,000,000.00).

**Current YPL Project:** Replacement of an existing pipe crossing the Spokane River by Felts Field. The City and YPL are currently negotiating a new easement.

### **City Charter – Franchise**

#### Section 100: Publication

Proposed ordinances for the granting of franchises, or a summary thereof, shall be filed with the city clerk and published once a week for four successive weeks in a newspaper of general circulation before their final reading and final passage by the city council. No proposed ordinance granting any franchise shall be placed upon the city council's agenda for final passage within thirty days after its first reading.

Dated this 19th day of August, 2020.



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Timothy E. Szambelan  
Assistant City Attorney

OR COUNCIL MEETING OF: September 25, 1989

otify Prior to Meeting:  
Spokane Valley Advisory Council? ☐  
Other? \_\_\_\_\_

O: MAYOR AND CITY COUNCIL  
☒ For Action  
☐ For Information

**RECEIVED**

SEP 14 1989

**CITY CLERK'S OFFICE**  
SPOKANE, WA

AGENDA CATEGORY	RECOMMENDATION
<input type="checkbox"/> Hearing	<input type="checkbox"/> Accept
<input type="checkbox"/> Annexation	<input checked="" type="checkbox"/> Approve
<input type="checkbox"/> Report	<input type="checkbox"/> Deny
<input type="checkbox"/> Contract	<input type="checkbox"/> Place on File
<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Set Hrg. / Review
<input type="checkbox"/> Emergency Ord.	Date For: _____
<input type="checkbox"/> First Rdg. Ord.	<input type="checkbox"/> Defer / Continue
<input type="checkbox"/> Report of City Manager	To: _____
	<input type="checkbox"/> Council Direction

Clerk's File # \_\_\_\_\_  
Eng. / LID # \_\_\_\_\_ BID # \_\_\_\_\_

**GENDA WORDING:**

Resolution approving Yellowstone Pipeline Relocation pursuant to Section 2, C-24904

**ACKGROUND:**

On June 4, 1979, the City Council approved a 25 year franchise to Yellowstone Pipeline Company. Section 2 provides that in addition to the pipeline described, if Yellowstone desired to install new pipe during the franchise, it must obtain Council permission. Grantee, by letter of July 13, 1989, has requested permission to relocate lines in the vicinity of the municipal airport and Esmeralda Golf Course (see attached letter and drawings). Pursuant to Section 2, Council approval is requested. No further franchise amendment is required.

ENVIRONMENTAL FINDING: N/A

SCAL IMPACT: N/A

BUDGET ACCOUNT #: \_\_\_\_\_

**ATTACHMENTS: (list)**

Resolution, letter with legal description changes and map.

**Signatures of:**

[Signature]  
Committee Department Public Works

[Signature]  
Manager (Finance, Administration, Engineering, or Planning)

[Signature]  
Legal  
[Signature]  
Finance

[Signature]  
City Manager

**COUNCIL ACTION:**

APPROVED & ADOPTED BY  
SPOKANE CITY COUNCIL:  
SEP 25 1989  
[Signature]  
CITY CLERK

**RECEIVED**  
SEP 29 1989  
ENGINEERING SERVICES

RES 89-71  
DISTRIBUTION AFTER COUNCIL ACTION:  
Public Works  
Real Estate  
Yellowstone Pipeline  
Bobby J Sharp  
One Lakeview Energy Center  
3817 NW Expressway, Rm 487  
Oklahoma City, Ok 73112  
Parks - McCoy  
Environ Prog - Arnold  
Airport Board - Jerry Neal

R E S O L U T I O N

*C-249*  
A RESOLUTION approving Yellowstone Pipe Line Company's natural-gas pipe relocation request.  
refined products

WHEREAS, the City of Spokane has approved a franchise to the Yellowstone Pipe Line Company, pursuant to Ordinance C-24904, passed the City Council June 4, 1979, for a period of twenty-five (25) years from the effective date of the ordinance; and

WHEREAS, Section 2 of said ordinance provides that the Grantee may submit to the City Council drawings and specifications showing the route of any line it desires to install or construct after the enactment of said franchise and, upon Council approval, Grantee shall thereupon be authorized to commence such construction and/or removal; and

WHEREAS, pursuant to letter of July 13, 1989, with drawings and descriptions attached hereto, the Yellowstone Pipe Line Company by and through its agent, Conoco Inc., has requested permission for such pipeline relocation, installation and removal, all as reflected in attachments referred to as Exhibit "A", "B", "C", and "D", incorporated herein by reference; --

NOW, THEREFORE, the City of Spokane approves the relocation request as reflected in the attached exhibits.

PASSED the City Council this 25<sup>th</sup> day of Sept., 1989.

By: Marilyn J. Montgomery  
city clerk

Approved as to form:

[Signature]  
Assistant City Attorney

Accepted:

CONOCO INC.

By: [Signature]  
Title: Attorney in-fact  
Date: Aug. 29, 1989

RES 89-71

Bobby Joe Sharp  
Right of Way Coordinator  
Legal Department  
Right of Way & Claims

Conoco Inc.  
One Lakeview Energy Center  
3817 NW Expressway, Rm. 487  
Oklahoma City, OK 73112  
(405) 948-3191  
Fax: 948-3283

July 13, 1989

**RECEIVED**

JUL 17 1989

Mr. Robert G. Beaumier, Jr.  
Assistant City Attorney  
City of Spokane  
5th Floor, Municipal Building  
Spokane, Washington 99201-3326

OFFICE OF THE CITY ATTORNEY

RE: Amendment to Ordinance No. C24904 for Pipeline  
Right of Way

Dear Mr. Beaumier:

This is a letter of request to amend Sections 1 and 6 of the above referenced ordinance to provide right of way along the City streets of Spokane to replace a 10-inch pipeline from Chevron's Hillyard Station to Yellowstone Pipeline Delivery Facility.

Enclosed are maps showing the pipeline route and the proposed reroute along the City streets.

As you requested, enclosed are copies of the Franchise Tax Statement of Gross Receipts for years 1978 - 1988 for Yellowstone Pipeline Company.

If there is anything further you require, please do not hesitate to call.

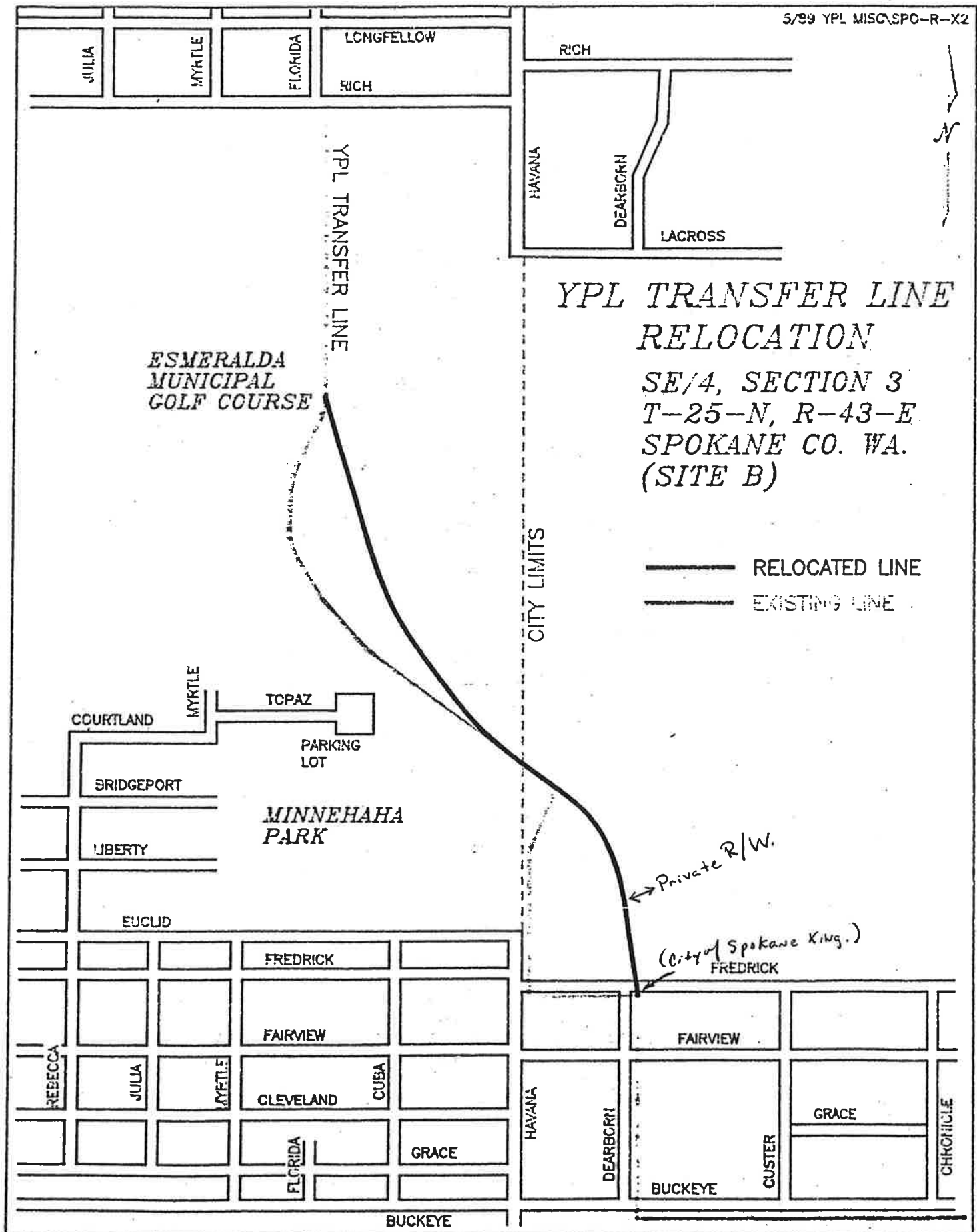
Very truly yours,

  
Bobby Joe Sharp

ers  
enc.

RES 89-71








"EXHIBIT "D"

M E M O R A N D U M

August 14, 1989

TO: Yellowstone Pipe Line Company Ordinance File  
FROM: Robert G. Beaumier, Jr., Assistant City Attorney   
SUBJECT: Revised legal description to Ordinance C-24904

Based on materials furnished by Yellowstone the following legal description revisions reflected in Section 1 of said ordinance have been requested:

Commencing at the Chevron Pipeline Delivery Facility north of the City of Spokane and proceeding thence in a southerly direction to the intersection of Francis Avenue and Florida Street; thence proceeding southerly on Florida Street (less small diversion on private property) to the south boundary of Rich Avenue; thence proceeding southerly to the north boundary of Minnehaha Park; thence proceeding southerly across Topaz Avenue (less diversion across Minnehaha Park) ~~((to Frederick Avenue, thence proceeding easterly on Frederick Avenue to Dearborn Street))~~ (less a small diversion on private property) thence across Frederick on Dearborn Street; thence proceeding southerly on Dearborn Street (vacated) to Buckeye Avenue; thence proceeding easterly on Buckeye Avenue to Carnahan Road; thence proceeding southerly on Carnahan Road to Upriver Drive; thence proceeding southeasterly across Upriver Drive; thence proceeding southeasterly across Upriver Drive and under the Spokane River, Waterworks Avenue and Rutter Street ~~((to Airport Street, thence proceeding southerly along Airport Street to Commerce Avenue, thence proceeding easterly on Commerce Avenue to Koren Street))~~ across the corner of Felts Field; thence back across Rutter Avenue, southerly; thence crossing the Burlington Northern Railroad right-of-way onto the west side of Koren Street, proceeding southerly across Union Avenue and Commerce Avenue on Koren Street; thence proceeding southerly on Koren Street crossing Trent Avenue; thence proceeding southeasterly to Francher Road; thence proceeding southerly on Francher Road to Mission Avenue; thence proceeding easterly on Mission Avenue to the Yellowstone Pipe Line Delivery Facility east of the City of Spokane.

Edward J. Hetsko  
PO Box 11188  
Spokane, WA 99211



May 3, 2005

Tom Arnold  
Director of Engineering Services - City Hall  
808 W. Spokane Falls Blvd  
Spokane, WA 99201-3343

***Re: Franchise Ordinance Negotiations – Proposed Relocation of Pipeline***

Dear Mr. Arnold:

First, on behalf of Yellowstone Pipe Line Company, I would like to thank you and your associates from City staff for meeting with us on Friday, April 29, 2005 to discuss your proposal for a "Geo-Tech" study to outline the risks associated with a hypothetical catastrophic spill of petroleum products from our 10 inch pipeline located adjacent to your Parkwater municipal well. We appreciate the information you provided to us on the features of the Parkwater well and the City's recent studies on the Spokane – Rathdrum Aquifer. As you are aware, our discussions regarding renewal of our Franchise from the City of Spokane have been held up for several months as we struggled with the issue of a possible request by the City for relocation of that line. After much discussion, we wish to state our opinion that the proposed Geo-Tech study would be unlikely to provide any definitive information about the Parkwater well / Yellowstone pipeline situation beyond that which the City and Yellowstone already possess.

The 10 inch diameter carbon steel petroleum pipeline in question was installed and placed into service 15 years ago, in strict accordance with state and federal regulations. At that time, as required by the existing franchise, Yellowstone Pipe Line Company sought and received approval for the relocation of the pipeline from the Spokane City Council, following review of the route proposal by City staff. The new pipeline was installed by Yellowstone Pipe Line Company, at a substantial cost, as replacement for a previous line that had been in service for 35 years. The route of the pipeline was relocated from Airport Road and Commerce Street for public safety reasons; specifically, to avoid interference with other utilities in the public street and proximity to houses. There has never been a leak from this new line in its 15 year history; moreover, the new line was recently inspected by an internal inspection tool, pursuant to state and federal requirements, and this inspection revealed no anomalies.

**RECEIVED**

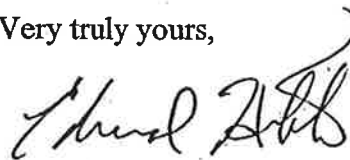
**MAY - 9 2005**

**ENGINEERING SERVICES**

At the City's request, we have developed estimates of the costs of relocation of the existing pipeline along Airport Road (the prior route), across the Railroad right-of-way, and under Trent Avenue. The cost of such a relocation of the pipeline exceeds \$1,000,000. Aside from the issue of this extraordinary expense, Yellowstone Pipe Line Company believes that additional factors support the maintenance of the pipeline in its existing location, including, (i) the presence of remote controlled motor driven isolation valves in proximity to the Parkwater well, (ii) the low normal operating pressure (less than 200 PSI) in the pipeline (the pipeline was tested to 890 PSI) and (iii) the flat terrain in the area adjacent to the Parkwater well. The remote controlled isolation valves have the capability of very rapidly (within 60 seconds or less) shutting off the flow of petroleum products in the event of an emergency incident. In the opinion of Yellowstone Pipe Line Company, the most probable release of petroleum product in the area of the Parkwater well would result from third party interference with the pipeline and the resulting release of petroleum product would be a small fraction of the amount of petroleum in the pipeline between the existing isolation valves.

As we proceed with the negotiations on the renewal of our Franchise, we believe we can successfully address the remaining issues between the City and Yellowstone Pipe Line Company; however, we do not believe that relocation of the pipeline is necessary or desirable. The pipeline was installed along a route through an industrial and commercial area to avoid close proximity to residential housing, and is therefore far less likely to suffer third party interference by improper excavation. A relocation of the pipeline to Airport Road would not diminish the risk of third party interference by improper excavations and may provide only a marginal improvement in the security of the Parkwater municipal well. For these reasons, it is the opinion of Yellowstone Pipe Line Company that relocation of the pipeline is not advisable; however, if the City wishes to relocate the line, we believe it should be at the sole cost and expense of the City. If the City wishes to pursue relocation on this basis, Yellowstone Pipe Line Company would be willing to discuss such a proposal. We look forward to completing the discussions to resolve the remaining issues in our Franchise renewal.

Very truly yours,



Edward Hetsko  
District Director  
Yellowstone Pipe Line Company

## Szambelan, Timothy

---

**From:** Church, Christopher W <Christopher.W.Church@p66.com>  
**Sent:** Thursday, April 9, 2020 7:16 AM  
**To:** Szambelan, Timothy  
**Subject:** Spokane emergency response capabilities  
**Attachments:** ICP Core Section III- reduced.pdf; Appendix 5\_Contracts.pdf; Spokane & Kingston ID Spill Response Equipment Inspection Inventory 5-31-2019.xls

[CAUTION - EXTERNAL EMAIL - Verify Sender]

Mr. Szambelan

Please find attached from the Phillips 66 Washington State Integrated Contingency Plan the sections explaining in detail our training and drill program, equipment lists, as well as our Oil Spill Response Organization's (OSRO) that Phillips 66 has contracts with that the company would engage when needed. Please note that this plan is developed in accordance with EPA, PHMSA, and Department of Ecology rules and guidelines.

In addition to the training listed, Phillips 66 has employees participate in various other programs such as DOWCAR, swift water boom techniques, swift water rescue training, boat operations training, oil under ice and Fire Schools. For our corporate Fire School program, Phillips 66 frequently offers to sponsor local firefighters to attend from areas the company operates in.

In regard to our response equipment, the company stores the equipment at our Parkwater site and the equipment is inspected regularly.

Addressing your question in regard to response times to an event, that will vary depending on the location considering Phillips 66 has many miles of pipeline. However, the Phillips 66 control center located in Bartlesville OK monitors the majority of our pipelines and facilities 24 hours 7 days per week. Additionally, Phillips 66 pipeline has excellent leak detection systems in place and the control center can remotely operate several different block valves to isolate when needed. Phillips 66 typically can respond within minutes but a 20 minute response time from discovery to shutdown is very conservative. Phillips 66 also has operations on call at all times to respond to and/or activate a response if needed. Phillips 66 has a "Think Leak" response to abnormal conditions. In other words, Phillips 66 will "Think Leak" first by over responding knowing the response can be scaled back at any time. Phillips 66 also has specific policies to restarting our pipeline if a leak is suspected.

As most of us that work in the Spokane area are outdoor enthusiasts, Phillips 66 employees take the utmost pride in keeping the environment safe. Phillips 66 maintains a standard of safety, honor and commitment as core values and I am proud of our response program and company stance to training and response. Phillips 66 routinely has great feedback from the Washington Department of Ecology concerning our equipment and the ability of Phillips 66 to develop a coordinated response quickly and effectively. Phillips 66 also engages all appropriate federal, state, local and tribal entities to drill with us.

Thank you



Christopher Church  
Area Supervisor, Yellowstone West  
Spokane/Moses Lake Terminals – Rockies Region

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## Section III: Training / Exercise Program

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## Sec. III-1 Overall Training

Experienced, well-trained people are essential for successful implementation of this Emergency Response Plan. Exercises are performed to check the effectiveness of the training and to test the Plan. An ongoing training and exercise program will be carried out at the facility. In addition to maintaining maximum familiarity with all aspects of the Plan, the training and exercise program is intended to provide members of the spill response team with the basic knowledge, skills and practical experience necessary to perform safe and effective spill response operations in accordance with the plan.

In order to have a successful exercise program, it is important for responders to be aware of and knowledgeable of the policies set forth in the Area Contingency Plan (ACP) and the use and location of Geographic Response Plans (GRPs) as applicable. Training on the contents of the ACP and use of the GRPs is conducted with annual ICS/UCS training, as applicable.

OSHA's Hazardous Waste Operations and Emergency Response (HAZWOPER) rule (29 CFR 1910.120) became law on March 6, 1990. It sets minimum training and/or competency requirements for people associated with an oil spill emergency. HAZWOPER requirements are described in the following section. Additional training and exercise requirements are discussed in the balance of this section.

The training coordinator will devise a training plan and schedule in response to governmental regulations and the specific requirements of the Company, and implement the training plan in cooperation with local oil spill response co-ops and selected contractors. Representatives of governmental agencies and other interested parties may be invited to observe or participate in these activities as determined appropriate.

## Sec. III-2 Response Training

As required in the DOT regulation 49 CFR Appendix A to part 194 the Company has developed a program for facility response training. Please refer to the appropriate training documentation, which is maintained and available in this section of the Core Plan.

### Sec. III-2.1 Description of Response Training

The following summarizes the response training elements for all Facilities:

- |   |  |
|---|--|
| • | Incident Command System (ICS) Training Program |
| • | Classroom Training                             |
| • | HAZWOPER Response Qualifications               |



## Sec. III-3 Incident Command System (ICS)/HAZWOPER Training Program

### Training Requirements

It is important to have a well-trained Spill Management Team. New employees will complete ICS 100 and ICS 200 level training. Persons filling key roles in the ICS/UCS organization (i.e. Command Staff Officers and General Staff Section Chiefs) will also complete ICS 300 level training and comply with one of the following:

#### Command and General Staff Additional Requirements

- |   |   |
|---|---|
| • | Observe position a minimum of one WCD exercise                      |
| • | Serve as Deputy (position) a minimum of one WCD exercise            |
| • | Serve previously in (position) in a WCD exercise or actual response |

Company employees should contact their training coordinator for class availability.

### Qualified Individual Training

In addition to completing ICS 100 and ICS 200 all individuals identified as a Qualified Individual will have completed a Qualified Individual training course. This course is available online via a Company CBT.

### Personnel Response Training Logs

The Company will conduct Emergency Response Plan training annually for their personnel to meet the requirement for "personnel response training logs". **The actual retention of this activity's documentation is maintained in the Company Learning Management System.** Please consult the training coordinator for further information on these records. These records are available upon request.

#### Sec. III-3.1 Classroom Training

The Company training in regards to topics applicable to response training may consist of, but are not limited to, the following:

- |   |   |
|---|---|
| • | Facility Response Plan/OPA (annual). FRP Training will include, but not be limited to: <ul style="list-style-type: none"><li>• Personnel responsibilities under the plan</li><li>• Notification processes, including critical phone numbers (NRC, QI, Operator, etc. as identified in the Notifications Appendix) refer to the Emergency Notifications Contact List</li><li>• Characteristics of products handled on site</li></ul> |
| • | SPCC/HWCP Training (annual)   |
| • | PPE use, care, and maintenance  |



## Core Plan

### Section III: Training / Exercise Program

•	Biannual boom deployment exercises (If owned and maintained at the facility)
•	Tabletop drills per this response plan
•	Fire protection equipment training
•	First Aid/CPR

#### Sec. III-3.2 HAZWOPER Response Qualifications

Certain designated Company employees are required to obtain qualifications to meet different levels of initial training (each require 4 or 8 hours (WA State) of annual refresher training) in accordance with OSHA 1910.120 or HAZWOPER. The five (5) levels of HAZWOPER qualification applicable to Company employees are:

•	First Responder - Awareness (Level 1) (Sufficient hours of training to demonstrate competencies)
•	First Responder - Operations (Level 2) (8 hours initial)
•	Hazardous Material Technician (Level 3) (24 hours initial)
•	Hazardous Material Specialist (Level 4) (24 hours initial)
•	"On-Scene" Commander or Incident Commander (Level 5) (24 hours initial)

#### Sec. III-3.3 HAZWOPER Levels

##### First Responder Awareness Level

First responders at the Awareness Level are individuals who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response sequence by notifying the proper authorities of the release. They would take no further action beyond notifying the authorities of the release. First responders at the Awareness Level shall have sufficient training or have had sufficient experience to objectively demonstrate competency in the following areas:

•	An understanding of what hazardous substances are and the risks associated with them in an incident.
•	An understanding of the potential outcomes associated with an emergency created when hazardous substances are present.
•	The ability to recognize the presence of hazardous substances in an emergency.
•	The ability to identify the hazardous substances, if possible.
•	An understanding of the role of the first responder awareness individual in the employer's emergency response plan including site security and control and the U.S. Department of Transportation's Emergency Response Guidebook.
•	The ability to realize the need for additional resources and to make appropriate notifications to the communication center.





## First Responder Operations Level

First responders at the Operations Level are individuals who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property, or the environment from the effects of the release. They are trained to respond in a defensive fashion without actually trying to stop the release.

Their function is to contain the release from a safe distance, keep it from spreading and prevent exposures. First responders at the Operational Level shall have received at least eight hours of training or have had sufficient experience to objectively demonstrate competency in the following areas in addition to those listed for the awareness level and the employer shall so certify:

- Knowledge of the basic hazard and risk assessment techniques.
- Know how to select and use proper personal protective equipment provided to the first responder operational level.
- An understanding of basic hazardous materials terms.
- Know how to perform basic control, containment and/or confinement operations within the capabilities of the resources and PPE available with their unit.
- Know how to implement basic decontamination procedures.
- An understanding of the relevant standard operating procedures and termination procedures.

## Hazardous Materials Technician

Hazardous Materials Technicians are individuals who respond to releases or potential releases for the purpose of stopping the release. They assume a more aggressive role than a first responder at the operations level in that they will approach the point of release in order to plug, patch or otherwise stop the release of a hazardous substance. Hazardous Materials Technicians shall have received at least 24 hours of training equal to the first responder operations level and in addition have competency in the following areas and the employer shall so certify:

- Know how to implement the employer's emergency response plan.
- Know the classification, identification and verification of known and unknown materials by using field survey instruments and equipment.
- Be able to function within an assigned role in the Incident Command System.
- Know how to select and use proper specialized chemical personal protective equipment provided to the hazardous materials technician.
- Understand hazard and risk assessment techniques.
- Be able to perform advance control, containment and/or confinement operations within the capabilities of the resources and personal protective equipment available with the unit.



## Core Plan

### Section III: Training / Exercise Program

•	Understand and implement decontamination procedures.
•	Understand termination procedures.
•	Understand basic chemical and toxicological terminology and behavior.

#### Hazardous Materials Specialist

Hazardous Materials Specialists are individuals who respond with and provide support to hazardous materials technicians. Their duties parallel those of the hazardous materials technician, however, those duties require a more directed or specific knowledge of the various substances they may be called upon to contain. The Hazardous Materials Specialist would also act as the site liaison with Federal, state, local and other government authorities in regards to site activities. Hazardous Materials Specialists shall have received at least 24 hours of training equal to the technician level and in addition have competency in the following areas and the employer shall so certify:

•	Know how to implement the local emergency response plan.
•	Understand classification, identification and verification of known and unknown materials by using advanced survey instruments and equipment.
•	Know of the state emergency response plan.
•	Be able to select and use proper specialized chemical personal protective equipment provided to the hazardous materials specialist.
•	Understand in-depth hazard and risk techniques.
•	Be able to perform specialized control, containment, and/or confinement operations within the capabilities of the resources and personal protective equipment available.
•	Be able to determine and implement decontamination procedures.
•	Have the ability to develop a site safety and control plan.
•	Understand chemical, radiological and toxicological terminology and behavior.

#### On Scene Incident Commander

Incident Commanders, who will assume control of the incident scene beyond the First Responder Awareness Level, shall receive at least 24 hours of training equal to the First Responder Operations Level and in addition have competency in the following areas and the employer shall so certify:

•	Know and be able to implement the employer's Incident Command System.
•	Know how to implement the employer's emergency response plan.
•	Know and understand the hazards and risks associated with employees working in chemical protective clothing.
•	Know how to implement the local emergency response plan.
•	Know of the state emergency response plan and of the Federal Regional Response Team.
•	Know and understand the importance of decontamination procedures.



### **Sec. III-3.4 Refresher Training**

Those employees who are trained in accordance with the above descriptions shall receive annual refresher training of sufficient content and duration to maintain their competencies or shall demonstrate competency in those areas at least yearly.

### **Sec. III-3.5 HAZWOPER Training Certification and Documentation**

The Company will certify that its spill management response team members assigned to all HAZWOPER levels have received the required training or equivalent and are competent. The Company will train and maintain its spill management team members to HAZWOPER per 29 CFR 1910.120(q) as a minimum. Upon receiving the initial HAZWOPER training, response team members will be issued a certificate indicating that they have completed the required amount of HAZWOPER training and can function as a response team member. Documentation of specific training received by each employee is maintained within the Learning Management System.

Refresher training must satisfy the OSHA requirement to maintain competency and at least 4 hours<sup>1</sup> of refresher training must be completed. In order to maintain competency, the annual refresher may consist of any of the classes or combinations of classes listed in the Company approved HAZWOPER Courses Table outlined in this section.

*<sup>1</sup>Facilities located in the state of Washington require a minimum of 8-hours of refresher training annually.*

By completing one of these options the company considers the individual certified per 29 CFR 1910.120(q)(8)(ii).

### **Sec. III-3.6 Response Contractors**

All contractors responding to a spill/release that involves the Company will be required by their contracts to satisfy the HAZWOPER training requirements of 29 CFR 1910.120 for their position.

### **Sec. III-3.7 Other Response Personnel**

#### **Sec. III-3.7.1 Skilled Temporary Support Personnel**

Company and other response support personnel whose skills are needed temporarily to perform immediate emergency support work (such as truck drivers and crane operators) are not required to meet the training requirements discussed above. However, these personnel must be briefed on the potential hazards and the duties to be performed at the site before participating in response operations. They must also receive instruction in the use of any safety and personal



protective equipment needed and be provided with all other appropriate safety and health precautions.

### ***Sec. III-3.7.2 Specialist Employees***

Specialist employees are experts who would provide technical advice or guidance during a response to a spill incident. Examples of such specialists might include chemists, biologists, industrial hygienists, physicians, or others with skills useful during a spill response operation. Such persons must receive appropriate training or demonstrate competency in their specialty annually. There are no specific requirements on training content or hours of training for these persons except that it entails whatever is necessary to maintain competency in their specific area of expertise. Training and demonstration of competency for skilled support personnel and specialists should be documented.

### ***Sec. III-3.7.3 Casual Laborers***

Casual laborers will generally not be hired, but may be employed by the Company's response contractors or other response organizations. Contractors will be responsible for providing the appropriate HAZWOPER training to these laborers prior to their involvement in response operations.

### ***Sec. III-3.7.4 Volunteers***

Normally, the Company will not hire and/or train volunteers for work on an oil spill response incident. Consequently, the company will refer volunteers to appropriate state and/or local agencies or organizations that are set up to handle volunteers. In addition, the Company will refer volunteers to appropriate wildlife rescue agencies or contractors, such as the International Bird Rescue Research Center, which may be contracted by the Company to work on the spill cleanup.

In the event that the Unified Command approves "volunteers", the Incident Action Plan will include them as resources with scope of work, training, and PPE as required.

## **Sec. III-3.8 Waste Handling Training**

Field operations personnel receive extensive regulatory-required training in HAZWOPER, HAZCOM, emergency response, firefighting, and other areas as described in this section. Employees at sites which generate hazardous waste receive additional orientation and training specific to hazardous waste regulatory requirements, and hazardous waste emergency response. Site emergency coordinators (qualified individuals) also receive additional training on incident command systems.

## **Sec. III-3.9 Training Records**



All training records will be maintained for a period of not less than five (5) years or for the duration the individual is assigned duties under this response plan, whichever is greater. Training documentation may be verified in the Company Learning Management System.

### Sec. III-3.10 Company Approved HAZWOPER Courses

The following courses may be used for annual HAZWOPER Refresher Certification. A minimum of four (4) hours credit must be accrued annually to maintain HAZWOPER Refresher Certification. *(The state of Washington requires a minimum of 8-hours refresher training annually).*

Title	Area	Credit Hours	Frequency	References
Incident Command System (ICS)	ER	3.0	Initial/Annual	ERP
OPA '90 Plan Review	ER	1.0	Initial/Annual	ERP: EPA, DOT and USCG (PowerPoint or classroom)
OPA '90 Exercise - Table Top Exercise	ER	4.0	Annual	ERP
OPA '90 Exercise - Equipment Deployment	ER	3.0	Annual/ Semi-Annual	ERP
Combined Spill Response and Security Exercise	ER	4.0	Annual	ERP & FSP
Spill Prevention Control and Countermeasure Plans (SPCC)	ENV	1.0	Initial & Changes	ERP & SPCC
Spill Prevention Meeting	ER	1.0	As needed	ERP & FSP
Asbestos Communication of Hazard to Employees	HS	1.0	As needed	OSHA 1910.1001
Benzene	HS	1.0	Initial	OSHA 1910.1028
Field Survey Instruments & Equipment	HS	1.0	Annual	OSHA 1910.120
Fire Protection Equipment - Classroom	HS	1.0	Annual	OSHA 1910.155, 157, 158, 160, 164
Fire Protection Equipment – Hands-on	HS	1.0	Every 2 years	OSHA 1910.155, 157, 158, 160, 164
Hazard Communication	HS	2.0	Initial/As needed	OSHA 1910.1200
HAZWOPER – First Responder Awareness Level	ER	2.0	Initial/Annual	OSHA 1910.120
HAZWOPER – First Responder Operations Level	ER	2.0	Initial/Annual	OSHA 1910.120
HAZWOPER – General Training	ER	2.0	Initial/Annual	OSHA 1910.120
HAZWOPER – Hazardous Materials Technician	ER	24.0	Initial/Annual	OSHA 1910.120
HAZWOPER – On-Scene Incident Commander	ER	24.0	Initial/Annual	OSHA 1910.120
Hot Work Permits	HS	0.5	Initial/3-Years	OSHA 1910.120



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Title	Area	Credit Hours	Frequency	References
Hydrogen Sulfide – H <sub>2</sub> S	HS	1.0	Initial/3-Years	OSHA 1910.1028
Lead Awareness	HS	1.0	Initial/Changes	OSHA 1910.1025
Lockout/Tagout	HS	1.0	Initial/3-Years	OSHA 1910.147
Medical Services and First Aid - CPR	HS	6 Hours	Per Certification	OSHA 1910.151; Requires a Certified Instructor Course to be taught (determined locally)
NPDES Permitting and Hydrostatic Testing	ENV	1.0	As needed	Environmental Training Guideline
Occupational Exposure to Blood borne Pathogens	HS	1.0	Initial	OSHA 1910.1030
Occupational Noise Exposure	HS	12.0	Initial/ Annual (For Program Participants)	OSHA 1910.95
Permit-Required Confined Space Entry – General Awareness	HS	2.0	Initial/Periodically	OSHA 1910.146
Personal Protective Equipment	HS	1.0	Initial/As Needed	OSHA 1910.132, 133,135; OSHA 1926.500-503
RCRA-Personnel Training for Generators of Hazardous Waste Who accumulate waste on-site Storage	ENV	4.0	Initial/Annual	40 CFR 264.16 and 262.34
Respiratory Protection	HS	2.0	Initial/Annual	OSHA 1910.134
Safe Transportation of Hazardous Materials – Air	DOT	2.0	Initial/2 Years	IATA
Safe Transportation of Hazardous Materials – General Awareness	DOT	2.0	Initial/2 Years	49 CFR 172.704
Safe Transportation of Hazardous Materials – Highway	DOT	2.0	Initial/3 years	49 CFR 172.704
Safe Transportation of Hazardous Materials – Rail	DOT	2.0	Initial/3 years	49 CFR 172.704
Safe Transportation of Hazardous Materials – Water	DOT	2.0	Initial/3 years	49 CFR 172.704
Safety Related Work Practice - Electrical Hazards - Unqualified	HS	1.0	3-Years	OSHA 1910.331.335
Security – General Awareness (Global)	SEC	1.0	Annual	
Specifications for Accident Prevention Signs and Tags	HS	1.0	As needed	OSHA 1910.145
Trenching and Excavation - Awareness	HS	1.0	Initial & Reg. Changes	OSHA 1926.651

Refer to the Learning Management System for additional course information and documentation.



## Sec. III-4 Response Exercise Program

Experienced, well-trained people are essential for successful implementation of this Emergency Response Plan. Exercises are performed to check the effectiveness of the training and to test the Plan. An ongoing training and exercise program will be carried out at the facility. In addition to maintaining maximum familiarity with all aspects of the Plan, the training and exercise program is intended to provide members of the spill response team with the basic knowledge, skills, and practical experience necessary to perform safe and effective spill response operations in accordance with the Plan.

The Company exercise program is designed to be consistent with the exercise requirements as outlined in the National Preparedness for Response Exercise Program (PREP) Guidelines developed by the U.S. Coast Guard in conjunction with the Pipeline Hazardous Materials Safety Administration (PHMSA) and the U.S. Environmental Protection Agency (EPA). Participation in this program ensures that the Company meets all federal exercise requirements mandated by OPA '90.

### Sec. III-4.1 Exercise Format and Procedures

Exercises serve to evaluate the thoroughness and effectiveness of the emergency response component of the Emergency Response Plan by testing under simulated conditions. Exercises will be conducted in consistence with the PREP Guideline to maintain maximum effectiveness of the plan.

**The following is a list of suggested organizations that should be invited to table top and equipment deployment exercises:**

- |   |  |
|---|--|
| • | Federal Agencies having jurisdictional responsibility during a spill or emergency (i.e. USCG, EPA, DOT).   |
| • | State agencies having jurisdictional responsibility during a spill or emergency.   |
| • | Local agencies having jurisdictional reasonability during a spill or emergency (i.e. Local Fire Department, LEPC, Law Enforcement, Health Department). |
| • | Other interested entities that may play a critical role during a spill or fire (i.e. Local Utilities).   |

### Sec. III-4.2 Coordination with Local Emergency Services

During an event, meetings should be conducted with all local emergency services departments. If possible, a single source of contact with these departments should be appointed. Lines of communication to this source must be determined to allow quick contact. If the situation is expected to be of longer duration, off-duty police or security personnel may be required to assist. These people will be very useful in traffic control including ingress and egress from the site, and preventing unauthorized personnel from entering the area.

To ensure coordination between fire, police, and other appropriate public officials during an emergency, the area supervisors are responsible for establishing liaisons with public officials to



## Core Plan

### Section III: Training / Exercise Program

learn their responsibilities and resources for responding to an emergency. Field operations are encouraged to involve local officials in drills/training programs where appropriate.

#### Company personnel will coordinate with local emergency service officials as necessary to:

- Provide the officials with current information on all Company facilities within their jurisdiction
- Exchange information about responsibilities and resources (both for Company and the officials) available for responding to hazardous liquid pipeline emergencies and to discuss (preplan) possible responses to be made during potential emergency situations
- Ensure that the names, addresses, and telephone numbers for the officials are current

#### Sec. III-4.3 Company Asset Requirements

The program is on a 3-year cycle with different scenario requirements for the exercises throughout the cycle. This cycle will follow the 2016 National Preparedness for Response Exercise Program Guidelines:

[https://www.bsee.gov/sites/bsee\\_prod.opengov.ibmcloud.com/files/final\\_2016\\_prep\\_guidelines.pdf](https://www.bsee.gov/sites/bsee_prod.opengov.ibmcloud.com/files/final_2016_prep_guidelines.pdf)

All facilities and/or pipeline areas will conduct exercises based on the regulatory agency those assets are governed by. These requirements can also be found in the NPREP Guidelines linked above.

#### Sec. III-4.4 Guiding Principles

##### Internal Exercises

Internal exercises are those that are conducted wholly within the Company. The internal exercises test the various components of the response plan to ensure the plan adequately meets the OPA '90 requirements for spill response.

#### The internal exercises include:

- Incident Commander (IC) Notification Exercises\*
- Internal Notification Exercises
- Incident Management Team Tabletop Exercises
- Equipment Deployment Exercises (Facility-Owned Equipment)
- Equipment Deployment Exercises (Response Contractors)
- Government Initiated Unannounced Exercises





All of the internal exercises, with the exception of the government initiated unannounced exercises, will be self-evaluated and self-certified.

\*The Qualified Individual is the Incident Commander for the Company. Refer to the job positions identified in the QI Delegation of Authority Letter located in the Introduction section of this plan that may serve as Incident Commander. Other delegated personnel in a supervisory position (i.e. a pump station supervisor, may act as the Incident Commander should a spill occur at his pump station). For the purposes of exercises, generally, the Terminal Supervisor or the Area Supervisor should be the contact person.

### External Exercises

The external exercises go outside the Company to test the interaction of the Company with the response community. The external exercises will test the Company's entire plan and the coordination with members of the response community necessary to conduct an effective response to a pollution incident.

The external exercise includes: Area Exercises

An area exercise is conducted by the Area Committee in conjunction with industry working in cooperation to exercise the area contingency plan. This is a large-scale exercise that is planned and evaluated by all parties involved.

### **Sec. III-4.5 Triennial Cycle of Exercising the Entire Response Plan**

Every three years all components of the entire response plan must be exercised. The purpose of this requirement is to ensure that all components of the plan function adequately for response to an oil or hazardous substance spill. By complying with the PREP Guidelines as set forth in this section, the Company meets this requirement.

### **Sec. III-4.6 Credit for Conducting an Exercise**

When lesser-included exercises occur as part of larger exercises or a real event, the Company facility will receive credit for that lesser included exercise or real event when properly documented. For example, if a terminal responds to an actual spill, the activities involved in the spill response (i.e., the IC notification, the equipment deployment, etc.) will satisfy the requirements of these two exercises, provided the actual response activities meet the objectives of the exercises and are properly documented.

Credit for an Area Exercise will be given to the Company facility or facilities for an actual response to a spill in the Area if the plan was utilized for response to the spill and the objectives of the Area Exercise were met, properly documented and certified. The caveat to this statement is that if the Company facility response plan was scheduled for an Area Exercise and an actual spill occurred in the Area for which the facility's response plan was not used (i.e., another



company's response plan was used or an agency response plan was used), then the Company facility would not receive credit for the spill response.

Objectives that are not successfully met during an exercise will be tested again. Plan deficiencies identified during an exercise will be addressed and amended as appropriate.

### **Sec. III-4.7 Proper Documentation**

Proper documentation includes documentation which lists the exercise conducted, the objectives met, and the results of the exercise evaluation. This documentation must be in writing and signed by an individual having responsibility for the asset conducting the exercise. All spill response exercise documentation records should be maintained on file at the facility for a minimum of five years\*. This section describes the proper exercise ICS/UCS documentation forms that should be used to document the corresponding exercises. All ICS forms in this section may be utilized to document exercises as well as assisting with actual response. Forms are found in the following locations:

- Section IV of this plan contains Company Forms
- ERAP contains Initial Response Forms
- Company Website contains all Company and ICS Forms

\*Note: Electronic documentation may be located on the Company Emergency Response website.

### **Sec. III-4.8 Certification Process**

The Incident Commander or Exercise Facilitator certifies the response exercise.

Following an exercise or actual event the responders should complete a critique of their response. The evaluation form located in this section should include the Company facility name, exercise date, type of exercise conducted, response plan or zone exercised, and participants. This form is to be signed by the Incident Commander or Exercise Facilitator; then filed and retained for a minimum of five years at the facility.

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## 5.1 Compliance with Federal and State Requirements

### 5.1.1 Resource Utilization/OSROs

The onsite resources will generally be used for responses to most small and some moderate spills and will likely be supplemented with contractor and/or coop equipment and personnel. In most situations, this response will be limited to terrestrial spills or small spills that can generally be contained easily with on-site and/or local contractor equipment and personnel. These resources are also well suited for providing the first line of defense for larger spills. Any personnel used to staff ICS Positions will be spelled out and agreed upon through written contracts.

Company's on-site response equipment and personnel will be supplemented, as required, by equipment from various local and regional sources including:

- Marine Spill Response Corporation (MSRC)
- National Response Corporation Environmental Services (NRCES) (Eastern WA only)
- Global Diving & Salvage, Inc.
- MSRC Stars Contractors - Cowlitz Clean Sweep
- Center for Toxicology and Environmental Health (CTEH)
- International Bird Rescue Research
- Tri State Bird Rescue
- Other local and regional oil spill response contractors

Planning standards for groundwater spills (WAC 173-182-530) are met through the company's contract with MSRC and NRCES.

**\*\* Primary Response Contractor (PRC) contracts shall be available for inspection, if requested by the Department of Ecology. \*\***

Company and Primary Response Contractor (PRC) owned equipment lists will be populated and maintained on the Western Regional Response List (WRRL) in accordance with WA DOE Regulations (WAC 173-182-345).

#### **5.1.2 Response Agreements/OSRO Certifications and PRC Approvals**

Company has response agreements with NRCES, Global, Cowlitz Clean Sweep and MSRC to ensure quick access to their response resources. Letters of intent to respond from each contractor, their OSRO certifications and Department of Ecology PRC Approvals are provided in this Plan, respectively, at the end of this appendix. All personnel who would respond to a spill, including the Primary Response Team, IMAT and contractors, comply with applicable state and federal emergency response training requirements.

#### **5.1.3 Primary Response Contractor (PRC) Responsibilities**

In general, MSRC, NRCES and Global will perform the majority of terrestrial and aquatic spill containment and recovery operations as well as terrestrial and shoreline cleanup that are beyond Company's on-site capabilities. They will also engage in sensitive area protection activities. Cowlitz will supplement capabilities as necessary and in the unlikely event a spill reaches the lower Duwamish Waterway or Elliott Bay.

#### **5.1.4 Compliance with State/Federal Response Benchmarks**

The State/Federal response resource requirements for small, medium and worst case discharges and the availability of Company and contractor equipment and personnel to meet those requirements are summarized in the matrix that follows. The most stringent of the EPA and Ecology requirements for each spill scenario or benchmark were used in developing the matrix. This Plan provides the calculations used in estimating the worst case discharges for each response tier and each agency.

The matrix that follows demonstrates that Company owned and contracted response resources exceed all state and federal planning benchmarks/standards. The left side of the matrix lists the various state and federal boom, recovery, and storage requirements for each response scenario or time frame with the most stringent requirement shown in bold type. The right side of the matrix lists the resources owned or under contract to Company and available to comply with those requirements. Boom requirements are based on the worst case discharge trajectory and the amount of boom necessary to protect the sensitive area/Geographical Response Plan (GRP) locations that could be impacted within each time frame plus additional boom for general containment operations.

To meet the 48 hour arrival benchmark for non-dedicated work boats and operators, the company utilizes approved PRC's. The approved PRC application is on file with the State of Washington Department of Ecology. The benchmark data for each facility can be located in Appendix 4a and 4b.

### **5.1.5 Other Available Contractors**

In the unlikely event of a major incident where the above resources were inadequate to effectively handle the spill response, other local, regional and potentially national or international resources could be mobilized. In most cases, Company will rely on their primary contractors or corporate support personnel to identify and mobilize these additional resources and, as such, it is not necessary to address all of these resources in this plan.

It is important to note that Company does not have response contracts or agreements with these contractors but their equipment and personnel can be utilized as needed during a response to a large spill.

### **5.1.6 Aerial Tracking**

The company has a contract in place with MSRC to provide aerial tracking; pursuant to 33 CFR Part 154 Subpart F. MSRC is activated according to the notification procedures outlines in Annex 2 of this plan. MSRC will provide the aerial tracking resources, including infrared cameras and other critical technologies, to respond to a discharge from a company facility. MSRC will provide these resources either from the MSRC inventory of equipment and personnel or from its contracts and agreements with other independent contractors located in the various U.S. Coast Guard COTP Zones. A list of companies, aircraft type and location by COTP Zone is maintained by MSRC and has been provided to the USCG along with MSRC Dispersant Program information. A detailed list of these resources is available upon request.

### **Company Owned Oil Spill Response Equipment**

A list of company owned response equipment can be found in Appendix 1a and 1b of this plan. Equipment Inspection and Deployment Forms can be found in Section IV of the Core Plan.



## 5.2 Contracts



### 5.2.1 Marine Spill Response Corporation (MSRC)





### 5.2.2 National Response Corporation (NRCES) (Eastern WA)



**SPOKANE OSR EQUIPMENT:** 6317 East Sharp, Spokane, WA 99211**Inspected By:** Mike Sharpe**Inspection Date:**

5/30/2019

Location	Parkwater Facility Spill Equipment			
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments
Absorbet Pads	Pads 100ct/box	20	Maint. Shop	
Plastic	Roll black plastic 100'	1	Maint. Shop	
Spill drums	Yellow tubs containing absorbent pads and boom	6	Various locations at facility	
Drums	55 gallon drums	4	Maint. Shop	
Skimmer Tank	1000 Gallon Portable Tank Open top	1	Maint. Shop	
Decon Drum	55 gallon drum contents below	1	Maint. Shop	
	Liquid sprayer	2		
	Bristle Brush	4		
	? Count Bag 36" Zip Ties	2		
	10X12 Poly Tarp	2		
	12X16 Poly Tarp	2		
	Shop Towels	1		
	Go-Jo Hand Cleaner	1		
	Dawn Dish Soap	1		
	? Count Box Trash Bags	1		
Decon Misc	Folding Containment	3	Maint. Shop	
Decon Misc	4X6 Tarps	6	Maint. Shop	

**SPOKANE OSR EQUIPMENT:** 6520 North Freya, Spokane, WA 99217**Inspected By:** Mike Sharpe**Inspection Date:**

5/31/2019

Location	North Spokane facility			
Equipment Type	Description - Model, Style, Size, Capacity	Qty	Location	Operational Status/Comments
Drums	55 gallon drums	1	North Spokane Storage	
Absorbent pads	100 count box absorbent pads	2/3	North Spokane Storage	
Spill drums	Yellow tubs containing absorbent pads and boom	2	Various locations at facility	

Plastic	Black plastic 100' roll	1/4	North Spokane Storage	
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## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division
<b>Subject:</b>	Extension of U-Help requirement flexibility
<b>Date:</b>	8/24/2020
<b>Author (email &amp; phone):</b>	Marlene Feist, <a href="mailto:mfeist@spokanecity.org">mfeist@spokanecity.org</a> , (509) 625-6505
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	COVID Emergency Declaration
<b>Strategic Initiative:</b>	COVID emergency support
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of an ordinance to continue requirement flexibility for customers to access U Help support

Background/History:  
 The need for utility bill assistance is ongoing as the pandemic continues. The number of customer accounts that are delinquent is growing. Between January and June, the number of delinquent accounts grew by 2,500. And more customers are behind by multiple months. In June, 3,127 accounts were delinquent for 90 days or more, compared to just over 1,000 in January. Clearly, more households are struggling to keep up with their monthly bills.

Executive Summary:  
 At the beginning of the COVID-19 emergency, City Council approved an ordinance that waived specific requirements in the SMC to access U-Help utility bill assistance to allow more people to receive help. This ordinance extends the flexibility for access to U-Help support until March 31, 2021. (The flexibility is scheduled to expire on Sept. 30, 2020.)

The U-Help program provides low-income households with emergency financial assistance to help pay for their City utility bills, which include charges for water, wastewater, stormwater and garbage collection.

SNAP has been managing the process to qualify customers for U-Help assistance consistent with their requirements for Project Share energy bill assistance. They have agreed to continue to manage this assistance for the same time period.

Budget Impact:  
 Approved in current year budget? ☐ Yes ☒ No  
 Annual/Reoccurring expenditure? ☐ Yes ☒ No  
 If new, specify funding source: donations plus utility matching funds  
 Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:  
 Consistent with current operations/policy? ☒ Yes ☐ No  
 Requires change in current operations/policy? ☐ Yes ☒ No  
 Specify changes required:  
 Known challenges/barriers:

## ORDINANCE NO. C-\_\_\_\_\_

An ordinance relating to program participation criteria for the U-Help utility bill payment assistance program and partnership for response to the COVID-19 pandemic; amending section 13.09.100 of the Spokane Municipal Code; and declaring an emergency.

**WHEREAS**, on March 16, 2020, Mayor Nadine Woodward issued a Declaration of Civil Emergency or Disaster due to the COVID-19 pandemic. This declaration was ratified as amended by the Spokane City Council on March 16, 2020; and

**WHEREAS**, on February 29, 2020, Governor Jay Inslee issued a proclamation declaring a State of Emergency in all counties of the state of Washington in response to new cases of COVID-19 and has subsequently amended his proclamations which now restrict various activities for non-essential activities and persons; and

**WHEREAS**, the Washington State Constitution Article 8, Section 7 permits the use of public resources for the “support of the poor or infirm”; and

**WHEREAS**, chapters 35.92 and 35.67 RCW authorize cities to “provide assistance to aid low-income persons in connection with services” provided by municipal utilities; and

**WHEREAS**, the City of Spokane operates a water system and a sewerage and solid waste disposal system pursuant to state law and its charter; and

**WHEREAS**, nearly seventeen percent of Spokane households reported an income below the poverty line at the time of the 2010 Census, and the City recognizes that any utility rate increase has a profound impact on these low-income customers; and

**WHEREAS**, as the work to slow the spread of COVID-19 continues, the City’s households and businesses are facing financial hardships, and widespread temporary and permanent closures of businesses and schools; and

**WHEREAS**, the City of Spokane operates a U-Help utility assistance program pursuant to chapter 13.09 of the Spokane Municipal Code to provide financial assistance to qualified low-income customers who face utility shut off; and

**WHEREAS**, the U-Help Program establishes eligibility qualifications such as specific income requirements, receipt of a final notice of utility account delinquency, and a limit of one U-Help assistance per 12-month period; and

**WHEREAS**, the City of Spokane wishes to make some changes to the program to allow more customers to get assistance to mitigate the economic effects of the COVID-19 pandemic, such as by allowing assistance before a customer has received a final notice of account delinquency, and by allowing multiple opportunities for customers to get help if they need it; and

**WHEREAS**, the City of Spokane and Spokane Neighborhood Action Programs ("SNAP") have a new partnership designed to increase direct financial support for those who need it most, by leveraging existing financial programs to assist eligible low-income customers: Project Share for energy bills and U-Help for the City utility bills.

**NOW, THEREFORE, THE CITY OF SPOKANE ORDAINS:**

**Section 1.** Section 13.09.100 of the Spokane Municipal Code is amended to read as follows:

**Section 13.09.100 Temporary Suspension of Some Qualification Criteria during COVID-19 Pandemic Response.**

From the effective date of this section until ((~~September 30, 2020~~)) March 31, 2021, applicants shall not be required to satisfy the criteria listed in SMC 13.09.030(C) or (D)((~~;~~)) in order to allow for greater flexibility in awarding assistance during the COVID-19 pandemic.

**Section 2. Emergency Ordinance.** That an urgency and emergency condition exists in the City of Spokane which poses a danger to the health, welfare and safety of the people of Spokane and which necessitates that this ordinance be, under Section 19 (a) of the City Charter, effective immediately upon passage by the affirmative vote of one more than a majority of the City Council.

**PASSED BY THE CITY COUNCIL** on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

## Eviction Rental Assistance Program Grant Briefing Paper

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services
<b>Subject:</b>	Eviction Rental Assistance Program – Young Adults
<b>Date:</b>	8/18/20
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrdavis@spokanecity.org">mrdavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	N/A
<b>Executive Sponsor:</b>	Tim Sigler
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment, & Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	2020-2025 Strategic Plan to End Homelessness; Greater Spokane Comprehensive Emergency Management Plan
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	The agreement start date is August 1, 2020.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$668,475 award from the WA State Dept. of Commerce for the Young Adult set aside component of the new Eviction Rental Assistance Program and to subgrant these funds to homeless service providers help prevent eligible households facing eviction from experiencing homelessness.
<b>Background/History:</b> On July 28, 2020 the Dept. of Commerce invited eligible agencies to apply for approximately \$95 million in funds for the new Eviction Rent Assistance Program (ERAP). 10% of the funds were made available to current grantees of the Office of Homeless Youth (including the City of Spokane) to offer eviction prevention rent assistance to young adult-headed households. The funds are retroactively available to August 1, 2020 with a very aggressive spenddown date of December 30, 2020. The contract for the Young Adult set aside was sent to CHHS on August 17, 2020	
<b>Executive Summary:</b> The Eviction Rent Assistance Program Grant is intended to prevent evictions by paying past due and future rent, targeting limited resources to those with the greatest needs while working to distribute funds equitably.  A primary goal of this program is to promote equity in who is served, with a focus on equity for groups of people who historically have not been provided equitable access to rent assistance and those who have disproportionately been impacted by the COVID-19 outbreak. Latinx or Hispanic, young adults, Black or African American, American Indian and Alaska Native, Native Hawaiian or other Pacific Islander.  Grantees are only authorized to spend 50% of funding until Commerce can confirm grantees are ensuring equitable access to the program.  Equitable access means that the race and ethnicity of people entering ERAP are similar to the community demographics. Equitable access is measured by comparing the percent of people in poverty by race and ethnicity to the percent of people entering ERAP by race and ethnicity.  Data from all ERAP grantees in the county will be combined for the purpose of performance measurement and performance monitoring.	



Eligible households must be 50% Area Median Income, have at least one month of rent not paid or partially unpaid since March 1<sup>st</sup>, and meet one of the following additional criteria:

- Rent burdened
- History of homelessness
- History of evictions
- Housing disrupted to household member(s) race, ethnicity, gender identity, sexual orientation, or religion
- At-risk of severe illness per CDC guidelines
- Disability of any member of household
- 24 years old or younger that is pregnant/parenting
- 24 years old or younger with history of child welfare, juvenile justice, and/or behavioral health

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: HUD

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☒ Yes ☐ No

Specify changes required: None.

Known challenges/barriers: None.

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works / Solid Waste Collection 4500
<b>Subject:</b>	One-year contract extension with Linn Machine & Manufacturing, Inc.
<b>Date:</b>	August 01, 2020
<b>Author (email &amp; phone):</b>	Dustin Bender / <a href="mailto:ddbender@spokanecity.org">ddbender@spokanecity.org</a> / 509.625.7806
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment, and Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Solid Waste Collection's Operating Budget
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	Current contract extension expires August 31, 2020.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Seeking approval by City Council for funding of a one-year extension of the value blanket contract for refurbishing services on City owned metal refuse/recycling containers and roll off boxes – annual estimated expenditure \$550,000 (including tax).

#### Background/History:

Solid Waste Collection owns, maintains and operates an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as “dumpsters”). These dumpsters are provided to customers as part of their service. This extension will ensure that Solid Waste Collection has an inventory of dumpsters available for new account growth, exchanges, replacements and special events.

The City has contracted with Linn Machine & Manufacturing since 2016 with highly satisfactory results; dumpsters are returned in “like new” condition. Refurbishing worn dumpsters uses fewer resources which has a positive impact on the environment, extends their useful life and costs less than purchasing new dumpsters.

#### Executive Summary:

- Bid #4254-16 was issued in 2016 to 35 companies that possibly engage in metal fabrication services. Two “no bid” responses were received in addition to Linn Machine & Manufacturing’s bid.
- The initial contract term was for one year, with option to renew for four additional one-year periods. This extension is the fourth and final provided for in the original contract.
- Annual expenditures for refurbishing services have increased over the last several years of this contract due account growth and significant steel price escalations. Commercial accounts have grown on average 9.9% per year over the past three years due to a good economy and real estate market, ongoing construction and city annexations. This year, there has been a small decrease in commercial accounts due to the pandemic but those numbers have already shown improvement.
- The original contract request was \$300,000. An additional \$30,000 (10%) was added in June 2017, with an addendum for \$100,000 approved in July 2017, totaling \$430,000.
- The first extension request was \$300,000. An additional \$30,000 (10%) was added in March 2018, with an addendum for \$150,000 approved in July 2018, totaling \$480,000.
- The second extension request was \$450,000. An additional \$45,000 (10%) was added in July 2019, totaling \$495,000.

- The third and current extension request was for \$550,000. An additional \$55,000 (10%) was added in July 2020, totaling \$605,000. In addition to steel costs escalating, the increase this term was partially due to additional dumpsters being refurbished as customers changed their dumpster sizes or suspended their service during the pandemic to meet their needs.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:



# Expenditure Control Form

## All Expenditures \$100,000 or more

Today's Date:	Type of expenditure:
Department: _____	
Approving Supervisor: _____	
Amount of proposed Expenditure: \$550,000 estimated annual amount	
Funding Source: Solid Waste Collection Utility Rates	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
What are the impacts if expenses are deferred?	
What alternatives resources have been considered?	
Description of the goods or service and any additional information.	
Person Submitting Form/Contact:	
CITY ADMINISTRATOR APPROVAL:	BUDGET APPROVAL:
Yes No	Yes No

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Value Blanket for the Purchase of Boiler Tubes For Use at the WTE.
<b>Date:</b>	August 24, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket for boiler tubes, without which the WTE would not be able to continue uninterrupted operations.
<u>Background/History:</u>  <p>Pre-fabricated boiler tubes are a necessary item to have available on site at the Waste to Energy Facility so that worn boiler tubes can be replaced quickly in the event of a failure or during scheduled maintenance outages.</p> <p>On July 30, 2020 bidding closed on ITB 5313-20 for an annual supply of these boiler tubes, including the fabrication of u-bends, as-needed for the WTE Facility. Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, was the lowest cost, responsible bidder. Other responses received from The Babcock &amp; Wilcox Company, Boiler Tube Company of America and Technology International, Inc.</p> <p>The value blanket with Helfrich Brothers will be for a one year period, beginning on November 1, 2020 and ending on October 31, 2021 with the possibility of four (4) one-year renewals. The anticipated annual cost is \$650,000.00, including taxes.</p>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>Value blanket to be issued from ITB 5313-20 for as-needed boiler tubes at the WTE Facility.</li> <li>Helfrich Brothers Boiler Works was the lowest cost, responsible bidder.</li> <li>Term for one year from November 1, 2020 through October 31, 2021 with four (4) one-year renewals.</li> <li>Annual anticipated cost of \$650,000.00 including taxes.</li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Roof Anchor Installation at the Waste to Energy Facility
<b>Date:</b>	August 24, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to install a roof anchor/fall arrest system at the Waste to Energy Facility in order to keep the employees safe during maintenance.
<b>Background/History:</b>  <p>During maintenance of the WTE Boiler building and Turbine Hall Roof fans, employees are exposed to openings created in the roof to expose the fan hardware. This opening presents a fall hazard and the fan hardware exceeds OSHA's weight limits for personnel lifting thus presenting a lifting hazard. Currently, there are insufficient anchor points when openings exist, and there are no devices for lifting the heavy equipment.</p> <p>RFB 20-107 was issued for the purchase and installation of this equipment and Knight Const. &amp; Supply, Inc. of Deer Park, WA was the low cost bidder. The contract term will be from August 15, 2020 through December 31, 2020 with a cost of \$94,672.21.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract with Knight Const. &amp; Supply for the Installation of a roof fall protection system at the Waste to Energy Facility per their response to RFB 20-107.</li> <li>The scope to include purchase and installation of all hoist and fall protection equipment on the roof of the turbine hall and boiler building.</li> <li>Contract term from Aug. 15, 2020 to Dec. 31, 2020.</li> <li>Cost of project is \$94, 672.21.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_



## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division, Water Department
<b>Subject:</b>	Utility Preliminary Engineering Agreement UTB 1433
<b>Date:</b>	August 7, 2020
<b>Contact (email &amp; phone):</b>	John Saywers, <a href="mailto:jsaywers@spokanecity.org">jsaywers@spokanecity.org</a> , 625-6065
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the Utility Preliminary Engineering Agreement UTB 1433, that provides for the preparation of plans, specifications and cost estimate for the abandonment and relocation of existing City utility facilities to accommodate a roundabout, which has been constructed by WSDOT.
<u>Background/History:</u>  WSDOT has constructed a roundabout at the Geiger Boulevard/I-90 Medical Lake intersection. WSDOT is responsible for the cost of work affecting the City utility facilities, including existing water valves, 36-inch water transmission main, blow-off assembly and air valve. The roundabout has been constructed with our existing infrastructure below grade and WSDOT is responsible for the relocation.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>• Scope of work: The I-90 Medical Lake I/C to Geiger roundabout project requires the relocation of an existing 36-inch water transmission main. The 36-inch main lies within an existing easement lying under the newly constructed roundabout. The 36-inch water main is to be relocated within a new easement located along the northerly edge of the roundabout. The UTILITY will perform the PS&amp;E required for the abandonment and relocation of the existing 36-inch water transmission main.</li> <li>• Estimated cost = \$48,735.00, payable by WSDOT Per UTB 1433 attached.</li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: WSDOT – I-90 Medical Lake I/C to Geiger field I/C UTB 1433 Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



<b>Utility Preliminary Engineering Agreement Work by Utility – WSDOT Cost</b>			Utility Name & Address
Agreement Number <b>UT</b>	Region	Control Section	Project Title/Location
State Route Number <b>SR</b>	Mileposts <b>From</b>	<b>to</b>	
Estimated Agreement Amount <b>\$</b>			

This Utility Preliminary Engineering Agreement (Agreement) is entered into between the Washington State Department of Transportation (WSDOT) and the above named "Utility," individually the "Party" and collectively the "Parties."

#### Recitals

1. WSDOT is planning the construction or improvement of WSDOT Route as shown above for the listed WSDOT project, and in connection therewith, it is necessary to remove, relocate or construct certain Utility facilities.
2. WSDOT is responsible for the cost of the preliminary engineering for the Utility's facilities that are located pursuant to a documented ownership interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by WSDOT project, but WSDOT is not responsible for preliminary engineering costs associated with facility betterments.
3. It is deemed to be in the best public interest for the Utility to develop the preliminary engineering, including the preparation of plans, specifications and cost estimate, herein the "Work," for the removal, relocation or construction of the Utility's facilities as part of WSDOT's project.
4. WSDOT and the Utility intend to enter into a Utility Construction Agreement to cover the actual construction, relocation, and/or removal of the Utility's facilities.

Now, Therefore, pursuant to RCW 47.01.210 and chapter 47.44 RCW, and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

#### It Is Mutually Agreed As Follows:

##### 1. Plans, Specifications, and Cost Estimates

- 1.1 Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments under this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.
- 1.2 Betterment: A betterment is any improvement to the Utility's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Work constitutes a betterment as defined in the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the Utility is solely responsible for the preliminary engineering costs of such improvement.
- 1.3 The Utility agrees to perform the preliminary engineering, including the preparation of plans, specifications and cost estimates (PS&E), herein the "Work," for the removal, relocation, and/or construction of the Utility's facilities impacted by WSDOT's project. Should the Work include betterments to the facilities, the Utility shall identify such betterments for WSDOT review.

- 1.4 The Utility agrees to provide WSDOT a copy of its PS&E, including the identification of betterments, if any. WSDOT will review for acceptance of the PS&E to ensure that it complies with WSDOT requirements and standards prior to incorporating it into WSDOT project plans. The Parties agree to comply with the document submission and review process as identified in Exhibit A, Special Provisions, including the Scope of Work.
- 1.5 If the Utility is not adequately staffed or equipped to perform all of the Work required herein, the Utility may have all or part of the Work performed by consultant(s) under a contract let by the Utility or have the Work performed under an ongoing contract with a Utility consultant. Utility consultant(s) shall be in good standing with WSDOT, and the Utility shall provide to WSDOT for WSDOT review a cost estimate for the Work to be performed by the Utility's consultant(s).

## **2. Payment**

- 2.1 WSDOT is responsible for the cost of the Work, excluding all betterment work, for the Utility's facilities that are located pursuant to a documented ownership interest in real property, such as an easement, fee title, or court finding of prescriptive right, which are impacted by WSDOT project, as shown in Exhibits A and B. Exhibit B, Cost Estimate, contains an itemized cost estimate of WSDOT-responsible costs for the Work to be performed by the Utility.
- 2.2 WSDOT, in consideration of the faithful performance of the Work to be done by the Utility, agrees to reimburse the Utility for the actual direct and related indirect cost of the Work, excluding all betterment work, for which WSDOT is responsible as defined in Exhibits A and B. The Utility agrees to invoice WSDOT and provide supporting documentation for all charges, and WSDOT agrees to pay the Utility within thirty (30) days of receipt of an invoice. Payments shall not be more frequent than one per month. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.
- 2.3 The Utility shall submit a final billing to WSDOT within 90 calendar days following completion of the Work.

## **3. Change in Work or Cost Increase**

- 3.1 WSDOT agrees that the amount shown in Exhibit B may not reflect the actual costs of the Work. Should the Utility determine that the Work costs for which WSDOT is responsible might exceed the cost estimate, the Utility shall immediately notify WSDOT before performing any Work in excess of the Exhibit B estimate. WSDOT and the Utility will, if necessary, amend Exhibit B to revise the cost estimate before the Utility incurs costs above the amount shown in Exhibit B.
- 3.2 Should it be necessary to modify the Scope of Work, the Utility agrees to immediately notify WSDOT of all proposed changes, and WSDOT agrees to provide written notice of its acceptance or rejection of the change(s), in writing, within \_\_\_\_\_(\_\_\_\_\_) working days.

## **4. Right of Entry**

- 4.1 WSDOT hereby grants to the Utility a right of entry onto all lands in which it has an interest for the Work as defined in Exhibits A and C. Upon completion and acceptance of the Work, this right of entry shall terminate except as otherwise provided in Section 5.4.
- 4.2 The Utility agrees to obtain rights of entry, if needed, upon all privately owned lands necessary to perform the Work. The Utility also agrees to obtain all necessary permissions for WSDOT to enter upon such lands, if required, for the duration of this Agreement. The Utility agrees to provide the rights of entry and applicable permissions to WSDOT within \_\_\_\_\_(\_\_\_\_\_) calendar days of entering into this Agreement. Upon completion of the Work on such lands, the rights of entry and permissions shall terminate, except as otherwise provided in Section 5.4.

## 5. General Provisions

- 5.1 Indemnification: The Utility shall indemnify and hold harmless WSDOT and its agents, employees, and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against WSDOT and its agents, employees and/or officers, arising out of, in connection with, or incident to the Work performed by the Utility pursuant to the terms of this Agreement. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the Utility and (b) WSDOT, its agents, employees, and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the intentional or negligent acts or omissions of the Utility, and Provided further, that nothing herein shall require the Utility to hold harmless or defend WSDOT, its agents, employees, and/or officers from any claims arising from the sole negligence of WSDOT, its agents, employees, and/or officers. This indemnification shall survive any termination of this Agreement.
- 5.2 Disputes: If a dispute occurs between the Utility and WSDOT at any time during the performance of the Work pursuant to this Agreement, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution; the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share in the cost of a mediator or arbiter.
- 5.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in \_\_\_\_\_ County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.
- 5.4 Termination: Neither WSDOT nor the Utility may terminate this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties
- 5.5 Amendments. This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.
- 5.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.
- 5.7 Audit and Records: During the progress of the Work and for a period of not less than six (6) years from the date of final payment, the Utility shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the State of Washington, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.
- 5.8 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date last signed below.

<b>Utility</b>	<b>Washington State Department of Transportation</b>
Signature: _____	Signature: _____
By: _____ Print Name	By: _____ Print Name
Title: _____	Title: _____
Date: _____	Date: _____

## **Scope of Work**

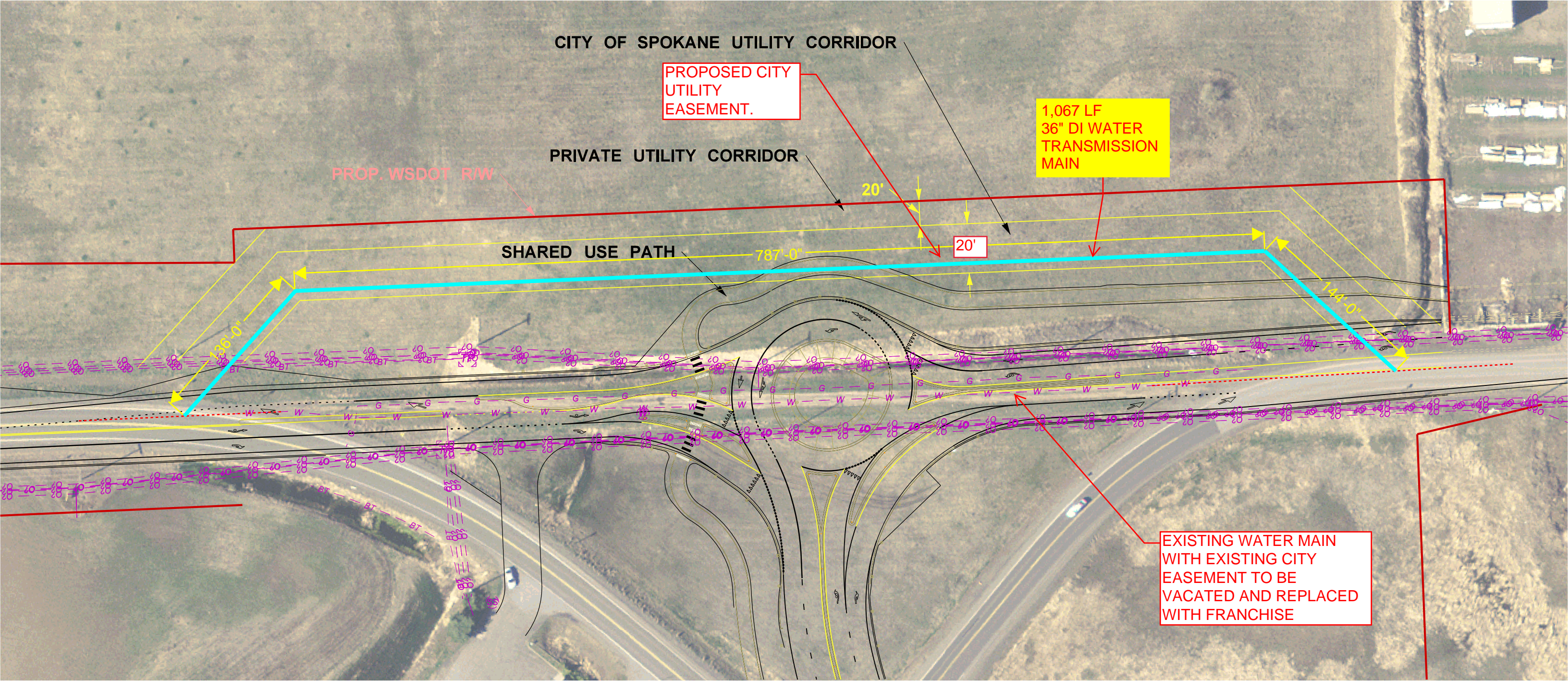
The Scope of Work is for the performance of the preliminary engineering, including the preparation of plans, specifications and cost estimates (PS&E) for abandonment and re-routing of the existing 36-inch water transmission main around the SR-902 / Geiger Roundabout.

The SR-902 roundabout project requires the relocation of an existing 36-inch water transmission main which lies within an existing easement lying under the roundabout to a new easement location along the northerly edge of the roundabout.

1. The UTILITY will perform the PS&E required for the abandonment and relocation of the existing 36-inch water transmission main.
2. The STATE will provide electronic copies of the plan sheets and any as-built information for the roundabout project for the UTILITY's use in preparation of the UTILITY's PS&E.

<b>Exhibit B</b>					
Estimated average billing rate for cost estimate	Principal Engineer	Engineer	Technician	Clerical	Task total Cost
	\$135.00	\$120.00	\$85.00	\$60.00	
<b>Task 1 - Survey and Preparation of Base Map</b>					
Research survey control, field topo survey	2	4	16		
Coordination with STATE in regards to information provided by STATE	1	4	16		
Existing utility location and coordination		6	16		
Create base map from information supplied by STATE		4	40		
Identify additional field or survey information needed for base map	2	2	2		
<b>Task 1 total hours</b>	5	20	90	0	
<b>Cost</b>	\$675.00	\$2,400.00	\$7,650.00	\$0.00	<b>\$10,725.00</b>
<b>Task 2 - Project Management, Coordination, Prel. Eng., Design, Plans and Specifications</b>					
Project management and coordination with STATE	4	30	20	4	
Meetings and coordination with utilites	4	8	4		
Coordination with adjacent property	2	2			
Preliminary horizontal and vertical profile design	1	8	16		
On-site verification of existing utilities and field measurements		2	2		
Identify construction phasing and possible service interruptions	2	2	2		
Alignment and vertical design, connection details	2	4	16		
Prepare plan sheets			80		
Prepare Specifications	4	40	8	15	
90% design review	4	4			
Final site visit and review	2	2	2		
Internal review	4	4		2	
Final plan revisions			16		
Prepare Bid Schedule and construction estimate				4	
Miscellaneous expenses (printing, travel to site)				16	
<b>Task 2 total hours</b>	29	106	166	41	
<b>Cost</b>	\$3,915.00	\$12,720.00	\$14,110.00	\$2,460.00	<b>\$33,205.00</b>
<b>Task 3 Bid/Award</b>					
Bid period questions and answers	2	4	2	4	
Pre-bid meeting	1	1			
Bid analysis / contract award	2	2		16	
Various UTILITY bidding cost (Administration, printing etc)				16	
<b>Task 3 total hours</b>	5	7	2	52	
<b>Cost</b>	\$675.00	\$840.00	\$170.00	\$3,120.00	<b>\$4,805.00</b>
<b>Total Estimate</b>					<b>\$48,735.00</b>







## Briefing Paper

### Public Infrastructure Environment & Sustainability

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	Street Design Standards and SMC's update
<b>Date:</b>	8/24/2020
<b>Author (email &amp; phone):</b>	<a href="mailto:inote@spokanecity.org">inote@spokanecity.org</a> , <a href="mailto:kemiller@spokanecity.org">kemiller@spokanecity.org</a>
<b>City Council Sponsor:</b>	CM Mumm
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES, Urban Experience
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Improving Streets
<b>Deadline:</b>	Adoption in 2020
<b>Outcome:</b>	
<p><b>Background/History:</b> <i>The Street Design Standards update has been a work in progress for the past few years. These standards are used during engineering of streets, sidewalks, pathways and stormwater facilities within the public right of way. They are used by City Staff as well as the Development Community. Proposed changes to select sections of the Spokane Municipal Code are also available for review.</i></p> <p><i>Public outreach in late 2019 included meeting with developers, an All Ages and Abilities group, and the Plan Commission Transportation Subcommittee. Staff briefed the PIES committee on 3/23/2020. Public outreach since March 2020 included meeting with or soliciting feedback from internal staff groups, the Bicycle Advisory Board, Design Review Board, and the PCTS. Plan Commission workshops were held on 7/22/2020 and 8/12/2020.</i></p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>A draft of the Street Standards and the proposed SMC revisions are available on the project webpage <a href="https://my.spokanecity.org/projects/street-design-standards-update/">https://my.spokanecity.org/projects/street-design-standards-update/</a></li> <li>9/9/2020 and 9/23/2020: Plan Commission Hearing</li> <li>Sept-Oct 2020: City Council workshops and hearings.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

## Briefing Paper

### City Council Briefing

<b>Division &amp; Department:</b>	Public Works, Utility Billing
<b>Subject:</b>	UIS Project – Billing System Conversion – Contract Extension
<b>Date:</b>	July 20, 2020
<b>Author (email &amp; phone):</b>	Corin Morse ( <a href="mailto:cmorse@spokanecity.org">cmorse@spokanecity.org</a> ) or 625.6855
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	
<b>Strategic Initiative:</b>	Successful Conversion of the Utility Information System (UIS)
<b>Deadline:</b>	
<b>Outcome:</b>	Full implementation of the UIS system April 2021

#### Background/History:

This Utility Information System project was approved in May 2019 in order to replace the aging, homegrown, over-customized application, Cstar with Systems & Software's product enQuesta6. The original budget approved for this project was \$3,306,921.78. The project officially kicked off in July 2019. Due to COVID-19, scheduled project implementation activities subsided causing the need for a scheduling adjustment for a new Go Live date from November 2020 to April 2021. The amount of this impact is \$319,812.50; increasing the total project amount to \$3,626,734.28

#### Executive Summary:

During mid-March to mid-May, COVID-19 response measures and related resource capacity at the City has had a direct impact on our ability to meet key deadlines with some critical path tasks postponed or delayed. As a result, the City and the vendor need additional time to complete this important project successfully. The project timeline was recalculated, with a need to extend the Contract a minimum of 3 months. That change would move the "Go Live" date to April 2021, from November, 2020. We also have developed an additional contingency plan that would allow for a "Go Live" date into March, if further delays are encountered.

S & S recognizes that the City was most impacted by COVID-19 during a 6-week period and is not seeking additional compensation for that period of time. The total cost to extend is \$319,812.50. Here is a look at the additional costs of extending the project:

March 31 Go Live - Project Close June 30, 2021	Gross	Discount	Cost
Additional Project Management - 5 months @ \$18,025	\$90,125.00	\$0.00	\$90,125.00
Additional Project SMEs - 5 months @ \$65,625	\$328,125.00	\$98,437.50	\$229,687.50
Additional Conversion – 40 hours	\$7,000.00	\$7,000.00	\$0.00
<b>Total</b>	<b>\$425,250.00</b>	<b>\$105,437.50</b>	<b>\$319,812.50</b>

#### Budget Impact:

Approved in current year budget? ☐ Yes ☒ No  
 Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: Water, Wastewater and Solid Waste  
 Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required:

DRAFT

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works / Solid Waste Collection 4500
<b>Subject:</b>	One-year contract extension with Linn Machine & Manufacturing, Inc.
<b>Date:</b>	August 01, 2020
<b>Author (email &amp; phone):</b>	Dustin Bender / <a href="mailto:ddbender@spokanecity.org">ddbender@spokanecity.org</a> / 509.625.7806
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment, and Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Solid Waste Collection's Operating Budget
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	Current contract extension expires August 31, 2020.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Seeking approval by City Council for funding of a one-year extension of the value blanket contract for refurbishing services on City owned metal refuse/recycling containers and roll off boxes – annual estimated expenditure \$550,000 (including tax).

#### Background/History:

Solid Waste Collection owns, maintains and operates an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as “dumpsters”). These dumpsters are provided to customers as part of their service. This extension will ensure that Solid Waste Collection has an inventory of dumpsters available for new account growth, exchanges, replacements and special events.

The City has contracted with Linn Machine & Manufacturing since 2016 with highly satisfactory results; dumpsters are returned in “like new” condition. Refurbishing worn dumpsters uses fewer resources which has a positive impact on the environment, extends their useful life and costs less than purchasing new dumpsters.

#### Executive Summary:

- Bid #4254-16 was issued in 2016 to 35 companies that possibly engage in metal fabrication services. Two “no bid” responses were received in addition to Linn Machine & Manufacturing’s bid.
- The initial contract term was for one year, with option to renew for four additional one-year periods. This extension is the fourth and final provided for in the original contract.
- Annual expenditures for refurbishing services have increased over the last several years of this contract due account growth and significant steel price escalations. Commercial accounts have grown on average 9.9% per year over the past three years due to a good economy and real estate market, ongoing construction and city annexations. This year, there has been a small decrease in commercial accounts due to the pandemic but those numbers have already shown improvement.
- The original contract request was \$300,000. An additional \$30,000 (10%) was added in June 2017, with an addendum for \$100,000 approved in July 2017, totaling \$430,000.
- The first extension request was \$300,000. An additional \$30,000 (10%) was added in March 2018, with an addendum for \$150,000 approved in July 2018, totaling \$480,000.
- The second extension request was \$450,000. An additional \$45,000 (10%) was added in July 2019, totaling \$495,000.

- The third and current extension request was for \$550,000. An additional \$55,000 (10%) was added in July 2020, totaling \$605,000. In addition to steel costs escalating, the increase this term was partially due to additional dumpsters being refurbished as customers changed their dumpster sizes or suspended their service during the pandemic to meet their needs.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required:

Known challenges/barriers:



# Expenditure Control Form

## All Expenditures \$100,000 or more

Today's Date:	Type of expenditure:
Department: _____	
Approving Supervisor: _____	
Amount of proposed Expenditure: \$550,000 estimated annual amount	
Funding Source: Solid Waste Collection Utility Rates	
Please verify correct funding sources. Please indicate breakdown if more than one funding source.	
Why is this expenditure necessary now?	
What are the impacts if expenses are deferred?	
What alternatives resources have been considered?	
Description of the goods or service and any additional information.	
Person Submitting Form/Contact:	
CITY ADMINISTRATOR APPROVAL:	BUDGET APPROVAL:
Yes No	Yes No

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Value Blanket for the Purchase of Boiler Tubes For Use at the WTE.
<b>Date:</b>	August 24, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the value blanket for boiler tubes, without which the WTE would not be able to continue uninterrupted operations.
<u>Background/History:</u>  <p>Pre-fabricated boiler tubes are a necessary item to have available on site at the Waste to Energy Facility so that worn boiler tubes can be replaced quickly in the event of a failure or during scheduled maintenance outages.</p> <p>On July 30, 2020 bidding closed on ITB 5313-20 for an annual supply of these boiler tubes, including the fabrication of u-bends, as-needed for the WTE Facility. Helfrich Brothers Boiler Works, Inc., of Lawrence, MA, was the lowest cost, responsible bidder. Other responses received from The Babcock &amp; Wilcox Company, Boiler Tube Company of America and Technology International, Inc.</p> <p>The value blanket with Helfrich Brothers will be for a one year period, beginning on November 1, 2020 and ending on October 31, 2021 with the possibility of four (4) one-year renewals. The anticipated annual cost is \$650,000.00, including taxes.</p>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>Value blanket to be issued from ITB 5313-20 for as-needed boiler tubes at the WTE Facility.</li> <li>Helfrich Brothers Boiler Works was the lowest cost, responsible bidder.</li> <li>Term for one year from November 1, 2020 through October 31, 2021 with four (4) one-year renewals.</li> <li>Annual anticipated cost of \$650,000.00 including taxes.</li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
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**Today's Date:**

**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_



## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Roof Anchor Installation at the Waste to Energy Facility
<b>Date:</b>	August 24, 2020
<b>Contact (email &amp; phone):</b>	Chris Averyt, <a href="mailto:caveryt@spokanecity.org">caveryt@spokanecity.org</a> , 625-6540
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Scott Simmons, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Innovative Infrastructure-Sustainability of the WTE Operations
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to install a roof anchor/fall arrest system at the Waste to Energy Facility in order to keep the employees safe during maintenance.
<b>Background/History:</b>  <p>During maintenance of the WTE Boiler building and Turbine Hall Roof fans, employees are exposed to openings created in the roof to expose the fan hardware. This opening presents a fall hazard and the fan hardware exceeds OSHA's weight limits for personnel lifting thus presenting a lifting hazard. Currently, there are insufficient anchor points when openings exist, and there are no devices for lifting the heavy equipment.</p> <p>RFB 20-107 was issued for the purchase and installation of this equipment and Knight Const. &amp; Supply, Inc. of Deer Park, WA was the low cost bidder. The contract term will be from August 15, 2020 through December 31, 2020 with a cost of \$94,672.21.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Contract with Knight Const. &amp; Supply for the Installation of a roof fall protection system at the Waste to Energy Facility per their response to RFB 20-107.</li> <li>The scope to include purchase and installation of all hoist and fall protection equipment on the roof of the turbine hall and boiler building.</li> <li>Contract term from Aug. 15, 2020 to Dec. 31, 2020.</li> <li>Cost of project is \$94, 672.21.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



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**Type of expenditure:**

Goods

Services

**Department:**

**Approving Supervisor:**

**Amount of Proposed Expenditure:**

**Funding Source:**

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

**What are the impacts if expenses are deferred?**

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

**Person Submitting Form/Contact:**

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division, Water Department
<b>Subject:</b>	Utility Preliminary Engineering Agreement UTB 1433
<b>Date:</b>	August 7, 2020
<b>Contact (email &amp; phone):</b>	John Saywers, <a href="mailto:jsaywers@spokanecity.org">jsaywers@spokanecity.org</a> , 625-6065
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons, Director, Public Works
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Sustainable Resources – Sustainable practices; Innovative Infrastructure - Sustainability
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the Utility Preliminary Engineering Agreement UTB 1433, that provides for the preparation of plans, specifications and cost estimate for the abandonment and relocation of existing City utility facilities to accommodate a roundabout, which has been constructed by WSDOT.
<u>Background/History:</u>  WSDOT has constructed a roundabout at the Geiger Boulevard/I-90 Medical Lake intersection. WSDOT is responsible for the cost of work affecting the City utility facilities, including existing water valves, 36-inch water transmission main, blow-off assembly and air valve. The roundabout has been constructed with our existing infrastructure below grade and WSDOT is responsible for the relocation.	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>• Scope of work: The I-90 Medical Lake I/C to Geiger roundabout project requires the relocation of an existing 36-inch water transmission main. The 36-inch main lies within an existing easement lying under the newly constructed roundabout. The 36-inch water main is to be relocated within a new easement located along the northerly edge of the roundabout. The UTILITY will perform the PS&amp;E required for the abandonment and relocation of the existing 36-inch water transmission main.</li> <li>• Estimated cost = \$48,735.00, payable by WSDOT Per UTB 1433 attached.</li> </ul>	
<u>Budget Impact:</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: WSDOT – I-90 Medical Lake I/C to Geiger field I/C UTB 1433 Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



<b>Utility Preliminary Engineering Agreement Work by Utility – WSDOT Cost</b>			Utility Name & Address
Agreement Number <b>UT</b>	Region	Control Section	Project Title/Location
State Route Number <b>SR</b>	Mileposts <b>From</b> <b>to</b>		
Estimated Agreement Amount <b>\$</b>			

This Utility Preliminary Engineering Agreement (Agreement) is entered into between the Washington State Department of Transportation (WSDOT) and the above named "Utility," individually the "Party" and collectively the "Parties."

#### Recitals

1. WSDOT is planning the construction or improvement of WSDOT Route as shown above for the listed WSDOT project, and in connection therewith, it is necessary to remove, relocate or construct certain Utility facilities.
2. WSDOT is responsible for the cost of the preliminary engineering for the Utility's facilities that are located pursuant to a documented ownership interest in real property, such as an easement, fee title, or court finding of prescriptive right, which is impacted by WSDOT project, but WSDOT is not responsible for preliminary engineering costs associated with facility betterments.
3. It is deemed to be in the best public interest for the Utility to develop the preliminary engineering, including the preparation of plans, specifications and cost estimate, herein the "Work," for the removal, relocation or construction of the Utility's facilities as part of WSDOT's project.
4. WSDOT and the Utility intend to enter into a Utility Construction Agreement to cover the actual construction, relocation, and/or removal of the Utility's facilities.

Now, Therefore, pursuant to RCW 47.01.210 and chapter 47.44 RCW, and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

#### It Is Mutually Agreed As Follows:

##### 1. Plans, Specifications, and Cost Estimates

- 1.1 Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects* shall determine and establish the definitions and applicable standards and payments under this Agreement. By this reference this document is adopted and made a part of this Agreement as if fully contained herein.
- 1.2 Betterment: A betterment is any improvement to the Utility's facilities not required by code, regulation, standard industry practice, or any other applicable regulation. If any of the Work constitutes a betterment as defined in the Program Guide: *Utility Relocation and Accommodation on Federal Aid Highway Projects*, the Utility is solely responsible for the preliminary engineering costs of such improvement.
- 1.3 The Utility agrees to perform the preliminary engineering, including the preparation of plans, specifications and cost estimates (PS&E), herein the "Work," for the removal, relocation, and/or construction of the Utility's facilities impacted by WSDOT's project. Should the Work include betterments to the facilities, the Utility shall identify such betterments for WSDOT review.

- 1.4 The Utility agrees to provide WSDOT a copy of its PS&E, including the identification of betterments, if any. WSDOT will review for acceptance of the PS&E to ensure that it complies with WSDOT requirements and standards prior to incorporating it into WSDOT project plans. The Parties agree to comply with the document submission and review process as identified in Exhibit A, Special Provisions, including the Scope of Work.
- 1.5 If the Utility is not adequately staffed or equipped to perform all of the Work required herein, the Utility may have all or part of the Work performed by consultant(s) under a contract let by the Utility or have the Work performed under an ongoing contract with a Utility consultant. Utility consultant(s) shall be in good standing with WSDOT, and the Utility shall provide to WSDOT for WSDOT review a cost estimate for the Work to be performed by the Utility's consultant(s).

## **2. Payment**

- 2.1 WSDOT is responsible for the cost of the Work, excluding all betterment work, for the Utility's facilities that are located pursuant to a documented ownership interest in real property, such as an easement, fee title, or court finding of prescriptive right, which are impacted by WSDOT project, as shown in Exhibits A and B. Exhibit B, Cost Estimate, contains an itemized cost estimate of WSDOT-responsible costs for the Work to be performed by the Utility.
- 2.2 WSDOT, in consideration of the faithful performance of the Work to be done by the Utility, agrees to reimburse the Utility for the actual direct and related indirect cost of the Work, excluding all betterment work, for which WSDOT is responsible as defined in Exhibits A and B. The Utility agrees to invoice WSDOT and provide supporting documentation for all charges, and WSDOT agrees to pay the Utility within thirty (30) days of receipt of an invoice. Payments shall not be more frequent than one per month. A partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.
- 2.3 The Utility shall submit a final billing to WSDOT within 90 calendar days following completion of the Work.

## **3. Change in Work or Cost Increase**

- 3.1 WSDOT agrees that the amount shown in Exhibit B may not reflect the actual costs of the Work. Should the Utility determine that the Work costs for which WSDOT is responsible might exceed the cost estimate, the Utility shall immediately notify WSDOT before performing any Work in excess of the Exhibit B estimate. WSDOT and the Utility will, if necessary, amend Exhibit B to revise the cost estimate before the Utility incurs costs above the amount shown in Exhibit B.
- 3.2 Should it be necessary to modify the Scope of Work, the Utility agrees to immediately notify WSDOT of all proposed changes, and WSDOT agrees to provide written notice of its acceptance or rejection of the change(s), in writing, within \_\_\_\_\_(\_\_\_\_\_) working days.

## **4. Right of Entry**

- 4.1 WSDOT hereby grants to the Utility a right of entry onto all lands in which it has an interest for the Work as defined in Exhibits A and C. Upon completion and acceptance of the Work, this right of entry shall terminate except as otherwise provided in Section 5.4.
- 4.2 The Utility agrees to obtain rights of entry, if needed, upon all privately owned lands necessary to perform the Work. The Utility also agrees to obtain all necessary permissions for WSDOT to enter upon such lands, if required, for the duration of this Agreement. The Utility agrees to provide the rights of entry and applicable permissions to WSDOT within \_\_\_\_\_(\_\_\_\_\_) calendar days of entering into this Agreement. Upon completion of the Work on such lands, the rights of entry and permissions shall terminate, except as otherwise provided in Section 5.4.

## 5. General Provisions

- 5.1 Indemnification: The Utility shall indemnify and hold harmless WSDOT and its agents, employees, and/or officers from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against WSDOT and its agents, employees and/or officers, arising out of, in connection with, or incident to the Work performed by the Utility pursuant to the terms of this Agreement. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the Utility and (b) WSDOT, its agents, employees, and/or officers, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the intentional or negligent acts or omissions of the Utility, and Provided further, that nothing herein shall require the Utility to hold harmless or defend WSDOT, its agents, employees, and/or officers from any claims arising from the sole negligence of WSDOT, its agents, employees, and/or officers. This indemnification shall survive any termination of this Agreement.
- 5.2 Disputes: If a dispute occurs between the Utility and WSDOT at any time during the performance of the Work pursuant to this Agreement, the Parties agree to negotiate at the management level to resolve any issues. Should such negotiations fail to produce a satisfactory resolution; the Parties agree to enter into arbitration and/or mediation before proceeding to any other legal remedy. Each Party shall be responsible for its own fees and costs. The Parties agree to equally share in the cost of a mediator or arbiter.
- 5.3 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in \_\_\_\_\_ County, Washington unless filing in another county is required under any provision of the Revised Code of Washington. Further, the Parties agree that each shall be responsible for its own attorneys' fees and costs.
- 5.4 Termination: Neither WSDOT nor the Utility may terminate this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties
- 5.5 Amendments. This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.
- 5.6 Independent Contractor: Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party.
- 5.7 Audit and Records: During the progress of the Work and for a period of not less than six (6) years from the date of final payment, the Utility shall maintain the records and accounts pertaining to the Work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the State of Washington, and/or Federal Government and copies of all records, accounts, documents or other data pertaining to the Work will be furnished upon request. The requesting Party shall pay the cost of copies produced. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the six-year retention period.
- 5.8 Working Days: Working days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

In Witness Whereof, the Parties hereto have executed this Agreement as of the Party's date last signed below.

<b>Utility</b>	<b>Washington State Department of Transportation</b>
Signature: _____	Signature: _____
By: _____ Print Name	By: _____ Print Name
Title: _____	Title: _____
Date: _____	Date: _____

## **Scope of Work**

The Scope of Work is for the performance of the preliminary engineering, including the preparation of plans, specifications and cost estimates (PS&E) for abandonment and re-routing of the existing 36-inch water transmission main around the SR-902 / Geiger Roundabout.

The SR-902 roundabout project requires the relocation of an existing 36-inch water transmission main which lies within an existing easement lying under the roundabout to a new easement location along the northerly edge of the roundabout.

1. The UTILITY will perform the PS&E required for the abandonment and relocation of the existing 36-inch water transmission main.
2. The STATE will provide electronic copies of the plan sheets and any as-built information for the roundabout project for the UTILITY's use in preparation of the UTILITY's PS&E.



<b>Exhibit B</b>					
Estimated average billing rate for cost estimate	Principal Engineer	Engineer	Technician	Clerical	Task total Cost
	\$135.00	\$120.00	\$85.00	\$60.00	
<b>Task 1 - Survey and Preparation of Base Map</b>					
Research survey control, field topo survey	2	4	16		
Coordination with STATE in regards to information provided by STATE	1	4	16		
Existing utility location and coordination		6	16		
Create base map from information supplied by STATE		4	40		
Identify additional field or survey information needed for base map	2	2	2		
<b>Task 1 total hours</b>	5	20	90	0	
<b>Cost</b>	\$675.00	\$2,400.00	\$7,650.00	\$0.00	<b>\$10,725.00</b>
<b>Task 2 - Project Management, Coordination, Prel. Eng., Design, Plans and Specifications</b>					
Project management and coordination with STATE	4	30	20	4	
Meetings and coordination with utilites	4	8	4		
Coordination with adjacent property	2	2			
Preliminary horizontal and vertical profile design	1	8	16		
On-site verification of existing utilities and field measurements		2	2		
Identify construction phasing and possible service interruptions	2	2	2		
Alignment and vertical design, connection details	2	4	16		
Prepare plan sheets			80		
Prepare Specifications	4	40	8	15	
90% design review	4	4			
Final site visit and review	2	2	2		
Internal review	4	4		2	
Final plan revisions			16		
Prepare Bid Schedule and construction estimate				4	
Miscellaneous expenses (printing, travel to site)				16	
<b>Task 2 total hours</b>	29	106	166	41	
<b>Cost</b>	\$3,915.00	\$12,720.00	\$14,110.00	\$2,460.00	<b>\$33,205.00</b>
<b>Task 3 Bid/Award</b>					
Bid period questions and answers	2	4	2	4	
Pre-bid meeting	1	1			
Bid analysis / contract award	2	2		16	
Various UTILITY bidding cost (Administration, printing etc)				16	
<b>Task 3 total hours</b>	5	7	2	52	
<b>Cost</b>	\$675.00	\$840.00	\$170.00	\$3,120.00	<b>\$4,805.00</b>
<b>Total Estimate</b>					<b>\$48,735.00</b>



