

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 25, 2013

MISSION STATEMENT

TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER NANCY McLAUGHLIN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER AMBER WALDREF

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON WEDNESDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views on any issue not relating to the Current or Advance Agendas during the Open Forum at the beginning and the conclusion of the Legislative Agenda.

ADDRESSING THE COUNCIL

- No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the podium and verbally identify him/herself by name, address and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, modes of expression such as demonstration, banners, applause and the like will not be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at www.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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 Spokane City Council Chamber 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.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | | |
|----|--|---------|------------------------------|
| 1. | Interlocal with Spokane County, City of Spokane Valley, Washington State Department of Transportation, STA, Spokane Airport Board, and other cities and towns within Spokane County, to form the SRTC, define its organization and powers, and its jurisdictional area. (Deferred from January 28, 2013, Agenda) | Approve | OPR 2013-0052 |
| 2. | Blanket Order Renewal with Flint Trading (Thomasville, NC) for Preformed Thermoplastic Products for the Street Department—Sign and Markers—estimated annual expenditure \$52,000 (including tax). | Approve | OPR 2012-0220
BID 3845-12 |
| 3. | Value Blanket Order with Alpine Products (Auburn, WA) for traffic paint, using Washington State Contract No. 07609—estimated annual expenditure not to exceed \$83,000 (including tax). | Approve | OPR 2013-0120 |

4. **Low bid meeting specifications of:** **Approve
All**
- a. **Zumar Industries (Tacoma, WA) for an annual supply of miscellaneous Aluminum Sign Blanks and Stop Signs to be purchased on an "as needed" basis—estimated annual expenditure not to exceed \$66,000 (including tax).** **OPR 2013-0121
BID 3909-13**
 - b. **Wilbert Vault (Spokane, WA) for miscellaneous concrete products—\$47,449.72 (including tax).** **OPR 2013-0122
BID 3911-13**
 - c. **HD Fowler (Spokane, WA) for Item No. 3-repair lids—\$3,996.05 (including tax).** **OPR 2013-0123
BID 3907-13**
 - d. **East Jordan Iron Works (Spokane, WA) for Item 4—Manhole Rings & TNR Lids—\$30,726.23 (including tax).** **OPR 2013-0138
BID 3907-13**
 - e. **Consolidated Supply (Spokane, WA) for Item No. 1—Valve Box Sections & Lids and Item No. 2—Service (Curb) Boxes & Lids—\$36,328.77 (including tax).** **OPR 2013-0139
BID 3907-13**
 - f. **HD Fowler (Spokane, WA) for Item No. 7-DITJ pipe and Item No.10-Allthread—\$25,164.81 (including tax).** **OPR 2013-0124
BID 3906-13**
 - g. **Ferguson WW (Spokane, WA) for Item No. 4—DI Fittings and Item No. 12—Butterfly Valves—\$20,616.32 (including tax).** **OPR 2013-0140
BID 3906-13**
 - h. **Consolidated Supply (Spokane, WA) for Item No. 5—Megalugs & Drop Gaskets and Item No. 6—Copper Pipe—\$72,308.44 (including tax).** **OPR 2013-0141
BID 3906-13**
 - i. **HD Supply Waterworks (Spokane, WA) for Item No. 11—Valves and Item No. 13—Poly Pipe for the—\$174,684.54 (including tax).** **OPR 2013-142
BID 3906-13**
- (3.b. through 3.i. are all for the Water & Hydroelectric Services Department.)
5. **Purchases from Clyde West, Inc. (Spokane, WA) for the Fleet Services Department, as replacement units for the Street Department, of:** **Approve
All**
- a. **One Tymco Street Sweeper—\$249,966.52.** **OPR 2013-0125**

- b. One Volvo all wheel drive motor grader—
\$253,351.88. OPR 2013-0126

- 6. Agreement with Chapman Financial Services of WA, Inc. for collection services of overdue accounts for two years, with the option to extend for three additional one-year contract periods. Approve OPR 2013-0127

- 7. Contract Amendment with Community-Minded Enterprises (CME), as the operator for Spokane's community-access cable channel, setting CME's 2013 capital equipment grant at \$88,000. Approve OPR 2006-0976

- 8. Contract with Pacific Steel & Recycling (Spokane, WA) and Waste Management of Washington, Inc. (Spokane, WA) for processing and marketing of recyclables from recycling centers from January 1, 2013 through December 31, 2014—estimated annual revenue \$150,000. Approve OPR 2013-0128

- 9. Contract with Pepsi Bottling Group (Spokane Valley, WA) for exclusive pouring rights to offer beverage sales and sampling in various locations throughout the City of Spokane—\$2,500 revenue. Approve OPR 2013-0129
RFP 3817-12

- 10. Multiple Family Housing Property Tax Exemption Agreements with: Approve All

 - a. A Company of Brothers, LLP for 12 townhome and apartment units located at 2832 South Garfield Street, Parcel Number 35294.1608. OPR 2013-0130

 - b. MGD@GU, LLC for 12 townhome and apartment units located at 722 North Superior Street, Parcel Number 35174.0219. OPR 2013-0131

- 11. Interlocal Operation Agreement with the Northeast Public Development Authority and referenced work plan. Approve OPR 2013-0132

- 12. Low Bids of: Approve All

 - a. Clearwater Construction & Management (Spokane, WA) for City of Spokane/Kendall Yards Joint Stormwater Facility—\$844,300. An administrative reserve of \$84,430, which is 10% of contract price, will be set aside. OPR 2013-0133
ENG 2010119

- b. Red Diamond Construction, Inc., (Spokane, WA) for 11th Avenue from Latah Bridge to Coeur d'Alene Street; 12th Avenue from Spruce Street to Inland Empire Way; and Spruce Street from 12th Avenue to 11th Avenue—\$338,842. An administrative reserve of \$33,842.20, which is 10% of the contract price, will be set aside. OPR 2013-0134
ENG 2011162
- c. Inland Asphalt Company (Spokane, WA) for Francis Avenue from Crestline Street to Haven Street—\$1,137,685.25 (plus tax). An administrative reserve of \$113,765.82, which is 10% of the contract price (plus tax), will be set aside. OPR 2013-0135
ENG 2005052
- d. Spokane Rock Products, Inc. (Spokane Valley, WA) for Wall Street: Riverside Avenue, 4th Avenue to 5th Avenue Intersections—\$503,652.78 (plus tax). An administrative reserve of \$50,365.27, which is 10% of the contract price (plus tax), will be set aside. OPR 2013-0136
ENG 2012117
- 13. a. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2011, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____ Approve & Authorize Payments
CPR 2013-0002
- b. Payroll claims of previously approved obligations through _____: _____ CPR 2013-0003

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

(Council Briefing Center)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

OPEN FORUM

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C34962 amending Ordinance No. C34947 passed the City Council December 10, 2012, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending

December 31, 2013, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

- ORD C34962** **General Fund—City Council**
From: Interfund Other General Government, \$9,930;
TO: City Council Assistant, same amount.

(This action increases a City Council Assistant from 3.75 to 4.0 FTE)

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2013-0014** Resolution setting hearing before City Council on March 25, 2013, for the vacation of Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of Alley North of Courtland Avenue to Garnet Avenue (Requested by Parks Department).
- RES 2013-0015** Approving the removal of certain parking spaces for the Downtown
ENG 2011074 Bicycle Network Completion Project.
- ORD C34960** Relating to the Chase Youth Commission; amending SMC Sections 4.23.020, 4.23.030 and 4.23.080.
- ORD 34961** (To be considered under Hearings Item H1.)

FIRST READING ORDINANCE

(No Public Testimony Will Be Taken)

- ORD 34963** Relating to adult bookstores, adult video stores, and sex paraphernalia stores; amending SMC sections 17A.020.010, 17A.020.190, 17C.305.010, and 17C.305.020; adopting a new section 17C.210.100 to chapter 17C.210 of the Spokane Municipal Code; providing for a public hearing within sixty days and declaring an emergency. (Note: This ordinance will be placed under "Emergency Ordinances" on Final Reading.)

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

(If there are items listed you wish to speak on, please sign your name on the sign-up sheets in the Chase Gallery.)

RECOMMENDATION

- | | | |
|--|---|-------------------|
| <p>H1. Final Reading Ordinance C34961 relating to street development standards to clarify language with regard to sidewalks, planting strips, and street trees; amending SMC sections 17C.110.410, 17C.120.230, 17C.122.110, 17C.124.230, 17C.130.230, 17C.200.040, 17C.200.050, 17H.010.050 and 17H.010.190; and repealing SMC section 17C.122.140.</p> | <p>Pass Upon
Roll Call
Vote</p> | <p>ORD C34961</p> |
|--|---|-------------------|

**Motion to Approve Advance Agenda for February 25, 2013
(per Council Rule 2.1.2)**

OPEN FORUM (CONTINUED)

This is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas nor relating to political campaigns/items on upcoming election ballots. This Forum shall be for a period of time not to exceed thirty minutes. After all the matters on the Agenda have been acted on, unless it is 10:00 p.m. or later, the open forum shall continue for a period of time not to exceed thirty minutes. Each speaker will be limited to three minutes, unless otherwise deemed by the Chair. If you wish to speak at the forum, please sign up on the sign-up sheet located in the Chase Gallery.

ADJOURNMENT

The February 25, 2013, Regular Legislative Session of the City Council is adjourned to Monday, March 4, 2013.



NOTES



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD
SPOKANE, WASHINGTON 99201-3342
509.625.6350

February 11, 2013

City Clerk File No.:
OPR 2013-0052

COUNCIL ACTION MEMORANDUM:

RE: INTERLOCAL AGREEMENT TO FORM THE SPOKANE REGIONAL
TRANSPORTATION COUNCIL (SRTC)

During the Spokane City Council's 3:30 p.m. Administrative Session held Monday, January 28, 2013, upon review of January 28 Current Consent Agenda items, Kevin Wallace, SRTC Executive Director, provided an overview of the Interlocal Agreement with Spokane County, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority, Spokane Airport Board, and other cities and towns within Spokane County to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area; and he responded to Council inquiries. Council Member McLaughlin stated that after discussion with some Council Members today there is some discomfort under Section 6 on the meetings and voting portion. She stated she feels there should be an actual majority membership of the SRTC to pass those things under that section (which are listed as a, b, and c). In addition, she stated she found more discomfort with the paragraph that reads: "The appointment or discharge of the Executive Director shall require the affirmative vote of ten (10) Board members." Council Member McLaughlin stated that would be 10 out of the 14 members, and there's concern that threshold might be a little too large.

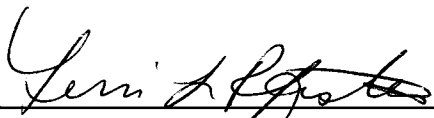
Council Member Snyder noted his concerns go farther than what Council Member McLaughlin discussed. He stated he does not like the whole dilution of the City of Spokane's representation on the SRTC and feels it's much less than other boards that the Council sits on. He noted he brought up all his concerns this morning at the PCED (Planning, Community, and Economic Development) Committee meeting. Council Member Snyder stated if the Council could get the supermajority on the ED (executive director) and also remove the restrictions against weighted voting on those three other hard votes then he could support this. Council Member Allen also remarked on the voting and suggested the voting be consistent so it's cleaner and doesn't require special bylaws and keeps the existing percentage and allows other members to come in.

Subsequent to further Council discussion, with input by Mr. Wallace, the following actions were taken:

Motion by Council Member McLaughlin, seconded by Council President Stuckart, that the City Council **defer** this (Interlocal Agreement) until the 25th of February, with sending a letter to SRTC asking that the appointment or discharge of the executive director come under as a letter "d" under the a, b, c of that section (Section 6) so it is one of those that would require a majority of the voting membership of the board; not 10 out of the 14 board members; **carried unanimously.**

Motion by Council Member Snyder, seconded by Council President Stuckart, to request SRTC to remove the restrictions on weighted voting so it can be used in all situations as Council Member Allen described; **with amendment** by Council Member Allen and accepted by Council Member Snyder and Council President Stuckart, that rather than taking the hard position to remove it, to request during this deferral period that they (SRTC) provide reasoning why those three exceptions (a, b, and c under Section 6) are necessary so the City Council can have a further discussion; **carried unanimously.**

Mr. Wallace inquired if his understanding is correct that the motion just passed is for the three items only (a, b, and c under Section 6), and is not to implement weighted voting on all situations. Council President Stuckart stated the Council has deferred the agreement for another vote for one month, until February 25, and the Council has said it will write a letter that requests SRTC to allow a majority to remove the executive director; and the Council will request information/reasoning behind the three a, b, c exceptions. He noted the Council will get the letter to Mr. Wallace immediately.



Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
01/28/2013

Date Rec'd	1/16/2013
Clerk's File #	OPR 2013-0052
Renews #	
Cross Ref #	OPR 2010-0590
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	NANCY 625.6256 MCLAUGHLIN
Contact E-Mail	NMCLAUGHLIN@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0320 SRTC INTERLOCAL

Agenda Wording

Interlocal with Spokane County, City of Spokane Valley, WA State Department of Transportation, STA, Spokane Airport Board, and other cities & towns within Spokane County, to form the SRTC, define its organization and powers, and its jurisdictional area

Summary (Background)

See Attached

Fiscal Impact

Budget Account

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

Dept Head	WESTFALL, JENNIFER	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		

Additional Approvals

Purchasing		

Summary (Background):

The Spokane Regional Transportation Council (SRTC) was previously created pursuant to an interlocal agreement between the City of Spokane, Spokane County, the Washington State Department of Transportation, the Spokane Transit Authority, and several regional cities in Spokane County. The interlocal agreement was revised and restated in 2010 to define the organization and powers, update various federal and state regulations and address other aspects of the interlocal agreement as set forth in the amended agreement. The 2013 Revised interlocal agreement includes several changes, including expanding the SRTC Board membership to include the Spokane Airport Board as a full voting member who shall be the SIA's chief executive officer, adding the cities of Airway Heights, Cheney and Liberty Lake as individual voting members rather than a shared seat and shifting the STA voting from one member and one ex officio member to one voting member who shall be the Chief Executive Officer. Other revisions include providing for a weighted voting procedure to preserve the current voting weight of the three large agencies, changing the date for the submittal of the annual budget from August 1st to September 30th, and other minor updates and modifications to bring the agreement up to date and read more clearly.

Return To:

Spokane Regional Transportation Council
221 W. First Avenue, Suite 310
Spokane, WA 99201

AN INTERLOCAL AGREEMENT AMONG SPOKANE COUNTY, CITY OF SPOKANE, CITY OF SPOKANE VALLEY, WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, SPOKANE TRANSIT AUTHORITY, SPOKANE AIRPORT BOARD AND OTHER CITIES AND TOWNS WITHIN SPOKANE COUNTY, TO FORM THE SPOKANE REGIONAL TRANSPORTATION COUNCIL, DEFINE ITS ORGANIZATION AND POWERS, AND ITS JURISDICTIONAL AREA.

THIS AGREEMENT, is made and entered into among the County of Spokane, a political subdivision of the State of Washington, hereinafter referred to as the "County," the City of Spokane, a municipal corporation of the State of Washington, the City of Spokane Valley, a non-charter code city of the State of Washington, the Washington State Department of Transportation, an agency of the State of Washington, hereinafter referred to as "WSDOT," the Washington State Transportation Commission, hereinafter referred to as "WSTC", the Spokane Transit Authority, a municipal corporation of the State of Washington, hereinafter referred to as "STA," Spokane Airport Board, a joint operation of the County and City of Spokane, hereinafter referred to as "SAB" and other incorporated towns and cities located within Spokane County, hereinafter referred to as "Other Members," jointly, along with the County, City of Spokane, STA and WSDOT are collectively referred to as the "Members."

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate to perform functions which each may individually perform; and

WHEREAS, on July 6, 2012, the President of the United States signed the Moving Ahead for Progress in the 21st Century Act (MAP-21), which provided authorization for highways, highway safety, and mass transportation and enunciated a policy "[t]o develop a National Intermodal Transportation System that is economically efficient, environmentally sound, provide the

foundation for the nation to compete in the global economy and will move people and goods in an energy efficient manner;” and

WHEREAS, in 1962, Federal transportation legislation required the establishment, by agreement between the Governor of the State of Washington and units of general purpose local government, of a Metropolitan Planning Organization (MPO), which in cooperation with the State of Washington, shall develop transportation plans and programs for urbanized areas of Washington State; and

WHEREAS, Chapter 47.80 RCW authorizes the formation of a Regional Transportation Planning Organization (RTPO) by voluntary association of local governments within a county; provided each RTPO shall have as members the county and at least sixty percent of the cities and towns within the RTPO’s boundaries, representing a minimum of seventy-five percent of the cities’ and towns’ population; and

WHEREAS, each RTPO formed by local governments shall create a transportation policy board to provide policy advice to the RTPO and shall allow representatives of major employers within the region, the department of transportation, transit districts, port districts, and member cities, towns, and counties within the region to participate in policy making; and

WHEREAS, among other duties, each RTPO shall: (i) develop and periodically update a regional transportation plan in cooperation with the State Department of Transportation, providers of public transportation and high capacity transportation, ports, and local governments within the region and shall (ii) designate a lead planning agency to coordinate preparation of said regional transportation plan and carry out the other responsibilities of the organization; and

WHEREAS, RCW 47.80.020 provides that the RTPO in an urbanized area shall be the same as the MPO designated for federal transportation planning purposes; and

WHEREAS, pursuant to the above referenced state and federal laws, the Members are desirous of establishing a regional transportation council ("Council") to carry out the responsibilities of the MPO as provided in Federal Transportation legislation as well as other responsibilities determined by the Council.

NOW, THEREFORE, in consideration of the following terms and conditions, to include the above recitals, which are incorporated herein as a part of this Agreement, it is agreed among the Members:

Section 1: NAME/ORGANIZATION

A voluntary association and joint board, comprising representatives of the County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation (WSDOT), Washington State Transportation Commission (WSTC), Spokane Transit Authority (STA), Spokane Airport Board (SAB) and Other Members is hereby created and shall be known as the Spokane Regional Transportation Council, referred to hereinafter as the "Council."

Section 2: PURPOSE

Recognizing that coordinated transportation planning of the County, Cities and Towns, WSDOT, WSTC, STA, SAB and Other Members are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated, cooperative, and comprehensive transportation planning, this Council is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning in accordance with Section 3, herein.

The Council is not authorized to in any way supersede the authority vested in the County, Cities and Towns, WSDOT, WSTC, STA, SAB or Other Members, but is intended to meet the prerequisites of United States Code Titles 23 and 49, and RCW Chapter 47.80.

Section 3: POWERS AND FUNCTIONS

The functions, responsibilities, and powers of Council shall be as follows:

- (a) To perform the functions of a Transportation Management Area (TMA) for the metropolitan area, which includes those functions set forth in the SAFETEA-LU legislation of August 10, 2005, and related rules, as amended to implement SAFETEA-LU as well as those functions, which may be required hereinafter by subsequent Federal Transportation legislation.
- (b) To perform the functions of a Metropolitan Planning Organization (MPO) as set forth in Title 23 United States Code and Title 49 United States Code as currently adopted or as amended, and 23 CFR Parts 450 and 500 and 40 CFR Part 613, as currently adopted or as amended.

- (c) To perform the functions of a Regional Transportation Planning Organization (RTPO) as set forth in Ch. 47.80 RCW and Ch. 468-86 WAC, as currently adopted or as amended.
- (d) To prepare and update a Metropolitan Transportation Plan pursuant to 23 CFR Parts 450 and 500 and 49 CFR Part 613.
- (e) To engage in regional transportation planning.
- (f) To administer regional transportation funding programs and consider those projects which have been approved by the governing bodies of the Members and which are incorporated within the adopted Metropolitan Transportation Plan.
- (g) To participate in the development and maintenance of transportation related information necessary to support the functions and responsibilities of the Council.
- (h) To promote the regional transportation interests, plans and projects to local, state and federal public and private entities.
- (i) To contract with the WSDOT or other appropriate entities in order to meet requirements of State and/or Federal Transportation legislation.
- (j) To create committees as necessary, to advise the Board on regional transportation related matters. At a minimum this shall include:
 - a. the Transportation Advisory Council (TAC) whose composition and responsibilities shall be defined by the Board.
 - b. the Transportation Technical Committee (TTC) whose composition and responsibilities shall be defined by the Board.
- (k) To comply with the Transportation Planning requirements set forth in the Washington State Growth Management Act, and Ch. 47.80 RCW, consistent with Spokane County County-wide Planning Policies.
- (l) To perform such other transportation planning and program related functions as the Board may hereinafter determine to be in the best interests of the Council and the members thereof, which are consistent with the terms of this Agreement and related federal and state law.

Section 4: JURISDICTIONAL AND METROPOLITAN AREA DEFINED

The Council's jurisdictional area shall consist of all incorporated and unincorporated areas of Spokane County, Washington, and may include contiguous areas across county or state boundaries as deemed appropriate and which meet the criteria of State and/or Federal Transportation legislation.

Section 5: GOVERNING BODY AND OFFICERS

The governing body (the "Board") of the Council, presently consisting of fourteen (14) voting persons, shall be established by the following thresholds:

- (a) Jurisdictions under 5,000 people - One (1) person jointly selected by jurisdictions with populations fewer than 5,000 people. The person selected shall be an elected official from a small town/city;
- (b) Jurisdictions between 5,001 and 50,000 people – Three (3) persons separately selected by the City of Airway Heights, City of Cheney and City of Liberty Lake. The persons selected shall be elected officials;
- (c) Jurisdictions between 50,001 to 100,000 people – one (1) person appointed by each respective governing body, who shall be an elected official;
- (d) Jurisdictions over 100,001 people – two (2) persons appointed by each respective governing body, who shall be elected officials; (The population of Spokane County includes the population of its cities and towns);
- (e) One (1) person from STA, who shall be the STA Chief Executive Officer or his or her designee;
- (f) Two (2) State Transportation representatives, one (1) from the Washington State Department of Transportation and appointed by the Secretary of Transportation, and one (1) from the Washington State Transportation Commission appointed by the Chair of the Commission;
- (f) One (1) person who represents a major employer, with preference for a provider of private sector transportation services within the region who shall be appointed by a majority vote of the Board; and
- (g) One (1) person representing SAB, who shall be the Chief Executive Officer or his or her designee.

(h) There shall be three (3) ex officio, non-voting members serving on the Board representing different modes of transportation, which shall include:

(2) One (1) person representing Rail; who shall be appointed by the Members; and

(3) The Chair of the TTC

(4) The Chair of the TAC

(i) Pursuant to RCW 47.80.040, all legislators whose districts are wholly or partially within the designated boundaries of the Council, are considered ex officio (non-voting) members of the Board.

(j) All Board appointments shall be for a term of three (3) years or the tenure of office of the representative in his/her respective jurisdiction, whichever is the lesser time. Alternate Board representatives may serve in the absence of the designated representative so long as the alternate representative is an elected or appointed official of the appointing Member's parent agency (or governing body, as appropriate) and whose name has been placed on record with the Council. All alternate Board representatives must serve in the same capacity as the regularly designated representative as defined hereinabove.

(k) The Board shall elect a Chair and Vice-Chair ("Officers") by majority vote of the Board. Only representatives who are elected officials may be Officers. To be eligible for the Chair position, the Board Member shall have served on the Board for at least one (1) year. The term for Officers may be up to two (2) years in each office. Ex officio members may not serve as Officers.

(m) A Board Member who, during a calendar year, has three (3) unexcused absences from regular Board meetings shall be automatically removed from the Board, without further action.

Section 6: MEETINGS AND VOTING

The Council shall hold regular monthly Board meetings. The Chair may call a special meeting or executive session or shall call a special meeting at the request of a majority of the Board. All meetings of the Board shall be open to the public as required by chapter 42.30 RCW. A quorum for the purpose of transacting business shall consist of a simple majority of the Board.

The Board shall adopt rules for the conduct of its business consistent with this Agreement and such rules shall prescribe the place of meetings, the method of providing reasonable notice to Members, the form of the agenda, the regular meeting date and such other matters that relate to the conduct of the

Council's business. Such rules shall be adopted and may be amended by a seventy-five percent (75%) positive vote of the Board, or by amendment to this Agreement as provided herein.

All recommendations, motions, or other actions of the Board shall be adopted by a favorable vote of a majority of those present. Voting Board members shall be entitled to one vote. Provided, however, that the following enumerated actions shall ~~take an~~ be approved either through an affirmative vote of a majority of the voting membership or through a weighted vote of the Board:

- (a) Approval of the annual budget expenditure division among the Members;
- (b) Purchase, sale or disposition of real property; ~~and~~
- (c) Addition of new members.; ~~and~~
- (d) Appointment or discharge of the Executive Director.

~~The appointment or discharge of the Executive Director shall require the affirmative vote of ten (10) Board members.~~

To provide for a measure of proportionate representation within a jurisdiction, the Council adopts a weighted voting process.

A weighted vote may be requested by any two Board members. A weighted vote shall be requested either prior to the vote on the proposed motion or after the vote but prior to the Board taking action on a subsequent agenda item. Following the request for weighted voting, the Chair shall thereafter conduct a weighted vote on the matter with the weight of each vote calculated according to the percentages set forth in Table 1 on the following page. If the weighted vote achieves greater than fifty percent (50%) of the vote, the weighted vote shall take precedence over a prior non-weighted vote. ~~A weighted vote may not be requested for.~~ To approve items (a)-(c) above through a weighted vote the weighted calculation must equal or exceed 8.

Section 7: STAFF AND SUPPORT

The Board shall determine the positions, duties and working conditions of employees as necessary to conduct the work programs of the Council consistent with this Agreement. An Executive Director shall be appointed by and serve solely at the pleasure of the Board. The Board shall adopt policies and procedures to establish the duties and authority of the Executive Director, including authority to make financial expenditures on behalf of the Board. The Board shall approve application(s) for or acceptance of any grants to carry out those functions set forth in Section 3 hereinabove. Provided, however, in

instances where a grant application must be submitted prior to the next regularly scheduled meeting of the Board so that timely Board approval cannot

**Table 1
SRTC Board Majority Vote and Weighted Vote Calculations**

Jurisdiction	Majority Vote	% of Vote	Weighted Vote (1.286)²	% of Weighted Vote
Airway Heights	1	7.14%	1.000	6.48%
Cheney	1	7.14%	1.000	6.48%
Cities and towns under 5,000 ¹	1	7.14%	1.000	6.48%
Liberty Lake	1	7.14%	1.000	6.48%
Private Sector Transportation	1	7.14%	1.000	6.48%
Spokane - Member 1	1	7.14%	1.286	8.33%
Spokane - Member 2	1	7.14%	1.286	8.33%
Spokane County - Member 1	1	7.14%	1.286	8.33%
Spokane County - Member 2	1	7.14%	1.286	8.33%
Spokane Airport Board	1	7.14%	1.000	6.48%
Spokane Transit Authority	1	7.14%	1.000	6.48%
Spokane Valley	1	7.14%	1.286	8.33%
State Transportation Board	1	7.14%	1.000	6.48%
WSDOT	1	7.14%	1.000	6.48%
	14	100.00%	15.430	100.00%

¹ Small cities and towns under 5,000 in population share a single vote on the SRTC Board. These jurisdictions include Deer Park, Fairfield, Latah, Medical Lake, Millwood, Rockford, Spangle, and Waverly.

² When a weighted vote is called, each vote for representatives from the City of Spokane, the City of Spokane Valley, and Spokane County are weighted by 1.286. This weighted vote formula was

established to preserve the voting weight for these three agencies from the 2010 Interlocal Agreement.

be obtained, the grant application may still be submitted with mutual approval of the Chair and Vice-Chair.

Unless otherwise determined by the Board, employees are at-will and shall be hired and discharged by, and work under the direction of, the Executive Director.

The Board may arrange for support services such as requisitioning and purchasing, payment of expenditures, accounting, payroll, computer processing, legal counsel, and others as deemed necessary.

Pay schedules shall be set by the Board consistent with responsibilities performed and the demand for such personnel in public and private industry, with due consideration to pay schedules for like positions in Member agencies.

Section 8: WORK PROGRAM AND ANNUAL BUDGET

The Board shall prepare and adopt a proposed work program and budget for each calendar year. The detailed annual work program shall list specific work projects to be undertaken by the Council. The Executive Director or designee shall confer with and inform Members concerning the preparation of and progress on the technical areas of work programs and projects. The proposed annual budget shall set forth the methodology for determining the allocation of costs, appropriations and expenditures to each member.

The Board shall submit the proposed work program and budget to the Members by September 30 of the preceding year. Approval or rejection of such budget by each Member shall be submitted to the Council by November 1 of each year. Members from jurisdictions identified in Section 5(a) that have not previously been required to contribute funds toward the annual budget and Members who have annual assessments increased by more than fifteen percent (15%) shall be given written notice one (1) year in advance of a proposed budget assessment.

Following a request from a Member to perform services on a specific project, not identified in the work program, the Board may impose a special assessment on the requesting Member. The special assessment shall be: (a) reasonably determined by the Board and (b) reimburse the costs and expenses associated with the specific project.

The annual budget and/or work program of the Council may be amended by vote of the Board, provided such amendment does not require additional budget appropriation in excess of the amounts established in the second

paragraph of this Section 8, by the Members. After approval of the Council budget, no Member may terminate or withhold its share during the year for which it was allocated.

Section 9: ALLOCATION OF COSTS, APPROPRIATIONS, EXPENDITURES

It is anticipated that most projects and programs of the Council will involve mutual benefit to its Members. Costs of the annual budget expenditures shall be divided among the Members as recommended by the Board and approved by the Members in the budget approval process. Any additional agency joining the Council as a Member, shall contribute as agreed with the Board. Additional contributions to the Council budget may be made to accomplish projects and programs deemed to be of particular pertinence or benefit to one or more of the Member agencies.

Each funding Member after approval of the proposed Council budget shall submit its payment on or before January 20 of the budget year. The funds of such joint operation shall be deposited in the public treasury of the City of Spokane or the public treasury of any other Member as so agreed upon by the Members; and such deposit shall be subject to the same audit and fiscal controls as the public treasury where the funds are so deposited. The funds shall be used in accordance with the adopted budget and work plan.

The Executive Director may make expenditures in accordance with the approved Council budget, work plan and approved policies and procedures, and shall maintain records of expenditures and report monthly to the Board on budget activity.

Payment of all claims shall be signed by the Executive Director or designee, and approved monthly by the Board. Such claims, with proper affidavits required by law, shall then be certified for payment by the City of Spokane or as arranged by the Board.

Section 10: REAL AND PERSONAL PROPERTY

The Council may, through gift, devise, purchase, lease or other form of conveyance, acquire, hold, manage, use and dispose of real and personal property necessary for the joint undertaking set forth herein with such property acquisition upon such terms and conditions as agreed by the Board. It is recognized that any public or private entity may appropriate funds and may sell, lease, give or otherwise supply real and personal property, personnel and

services to the Council or other legal or administrative entity for the purpose of operating the joint or cooperative undertaking.

The Council may not acquire or use real property to operate a transportation system.

Section 11: INSURANCE

The Council shall obtain property and liability insurance for the matters set forth in this Agreement with coverages and limits reasonably determined by the Council, provided, insurance coverage for comprehensive general liability, auto liability, employment practices liability, public officials errors and omissions liability, shall not be less than \$10,000,000 in the aggregate.

Section 12: INTER-RELATIONSHIP BETWEEN COUNCIL, CITIES AND COUNTY PLANNING COMMISSIONS

Cities and County Planning Commissions shall continue their respective functions as provided by charter and/or State law, including preparation of Cities' and County Comprehensive Plans, to which the Metropolitan Transportation Plan and Regional Transportation Improvement Plan shall be coordinated, and administering the zoning, subdivision and similar implementing controls as may be assigned them by their respective legislative bodies.

The successful execution of Council duties and responsibilities in preparing a Metropolitan Transportation Plan and Regional Transportation Improvement Plan, in coordination with state and local plans, requires comprehensive plans be prepared and kept up-to-date by the City, County, and Other Members for their respective jurisdictions.

Section 13: AMENDMENTS AND NEW MEMBERS

This Agreement may be amended by unanimous consent of the Members' governing bodies, except WSDOT may take action through its Secretary. Upon majority consent of the voting Members, new members may join the Council upon written acceptance of the terms of this Agreement.

Section 14: TERMINATION OF MEMBERSHIP

The Cities, County, STA, WSDOT, WSTC, or Other Members of the Council may terminate membership in the Council by giving written notice to the Council prior to August 1 of any year for the following year.

Section 15: PRIOR WRITTEN AGREEMENTS

This Agreement shall supersede the following Agreements:

Agreement creating the Spokane Regional Planning Conference, Spokane, Washington, dated December 15, 1966.

An Amended Agreement between Spokane County, Washington, and City of Spokane, Washington, to form a Spokane Regional Planning Conference, Define its Organization and Powers, and Establish its Regional Planning District, dated August 31, 1972.

An Amended Agreement between Spokane County, Washington, and the City of Spokane, Washington, and other municipalities, to form Spokane Regional Council, Define its Organization and Powers, and Establish Regional Council Jurisdiction Area, dated August 15, 1984.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and Other Cities and Towns within Spokane County, to form a Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated October 12, 1993.

An Interlocal Agreement among Spokane County, City of Spokane, Washington State Department of Transportation, Spokane Transit Authority, and other Cities and Towns within Spokane County to form a Spokane Regional Transportation Council, Define its Organization and Powers, and Establish a Regional Council Jurisdictional Area dated April 28, 2003.

An Interlocal Agreement among Spokane County, City of Spokane, City of Spokane Valley, Washington State Department of Transportation, Spokane Transit Authority and other Cities and Towns within Spokane County, to form the Spokane Regional Transportation Council, define its organization and powers, and its jurisdictional area last dated October 23, 2010.

Section 16: EFFECTIVE DATE and Binding Agreement

The effective date of this Agreement shall be upon ratification of this Agreement by the County and, at least, sixty percent (60%) of the cities and towns within the Council area that represent seventy- five percent (75%) of the cities' and towns' population. This Agreement shall be binding upon the Members who have executed this Agreement, their successors and assigns.

**Section 17: METROPOLITAN PLANNING ORGANIZATION (MPO)
DESIGNATION**

The execution of this Agreement by the Members is not intended to act as a revocation of the MPO or constitute a substantial change in authority or responsibility of the MPO and shall not be interpreted to require the redesignation of the MPO under 23 CFR § 450.310.

Section 18: SUCCESSOR IN INTEREST

The Council, as provided for herein, shall be the successor in interest to all grants, contracts, and other documents entered into by the Council's predecessor, the Spokane Regional Council.

Section 19: DEFAULT

Failure by any Member to perform, observe or comply with the covenants, agreements or conditions on its part contained in this Agreement where that failure continues for a period of thirty (30) days after written notice from the Council to the defaulting Member shall constitute an "Event of Default."

Section 20: REMEDIES

In the event of any Event of Default, the Council may at any time, without waiving or limiting any other right or remedy, pursue any remedy allowed by law including, by way of example and without limitation, specific performance, declaratory judgment and other equitable remedies, and recovery of attorney's fees and other costs for such enforcement action.

Section 21: GENERAL TERMS

This Agreement contains terms and conditions agreed upon by the Members. The Members agree that there are not other understandings, oral or otherwise, regarding the subject matter of this Agreement.

In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.

This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement or any provision hereto shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Nothing in this Agreement is intended to give, or shall give, whether directly or indirectly, any benefit or right, greater than that enjoyed by the general public, to third persons.

The section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

Section 22: RCW CHAPTER 39.34 REQUIRED CLAUSES

A. PURPOSE

See Section No. 2 above.

B. DURATION

This Agreement is perpetual until the joint and comprehensive undertaking is either voluntarily dissolved or discontinued pursuant to RCW 47.80.020.

C. ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS

The Board shall administer the joint and cooperative undertakings set forth herein.

D. RESPONSIBILITIES OF THE PARTIES

See provisions above.

E. AGREEMENT TO BE FILED

This Agreement may be filed with the County Auditor or published on the Members' websites, as available.

F. FINANCING

See Section Nos. 8 and 9 above. The Council, or any of the Members hereto, may receive grants-in-aid from the State or Federal Government or any other department or agency and may accept gifts from public or private entities for the purposes authorized in this Agreement.

G. TERMINATION

See Section No. 14 above.

H. PROPERTY UPON TERMINATION

Any Member terminating its membership in the Council as provided for in Section 14 hereinabove shall forfeit any ownership interest in any personal or real property owned or held by the Council.

Personal property acquired by the Council in the performance of this Agreement shall be disposed of by the Council upon termination of the Agreement. Unless otherwise required by law or agreement, cash and cash proceeds from sale of personal property shall be disbursed to the Members according to the contribution made by the Member as set forth in this Agreement.

Real property shall be conveyed or disposed of as set forth in this Agreement in the same manner as personal property except where a separate instrument or deed reservation exists with regard to any real property in which instance it shall control.

IN WITNESS WHEREOF, the Members hereto have entered into this Agreement on the day and year of their respective signature.

ADOPTED by the Board of County Commissioners of Spokane County, Washington this _____ day of _____, 2013.

Shelly O'Quinn, Chair

Al French, Vice-Chair

Todd Mielke, Commissioner

ATTEST:
DANIELA ERICKSON
CLERK OF THE BOARD

By: _____
Daniela Erickson
Clerk of the Board

ATTEST:

CITY OF SPOKANE

City Clerk

By
Date: _____

Approved as to form:

Assistant City Attorney

WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION

SPOKANE TRANSIT AUTHORITY

Secretary of Transportation
Date: _____

By
Date: _____

WASHINGTON STATE
TRANSPORTATION COMMISSION

By
Date: _____

CITY OF AIRWAY HTS.,
WASHINGTON

CITY OF CHENEY, WASHINGTON

By
Date: _____

By
Date: _____

CITY OF DEER PARK, WASHINGTON

CITY OF FAIRFIELD, WASHINGTON

By
Date: _____

By
Date: _____

CITY OF LATAH, WASHINGTON

CITY OF LIBERTY LK., WASHINGTON

By
Date: _____

By
Date: _____

CITY OF MEDICAL LAKE,
WASHINGTON

CITY OF MILLWOOD, WASHINGTON

By
Date: _____

By
Date: _____

CITY OF ROCKFORD, WASHINGTON

CITY OF SPANGLE, WASHINGTON

By
Date: _____

By
Date: _____

CITY OF WAVERLY, WASHINGTON

CITY OF SPOKANE VALLEY,
WASHINGTON

By
Date: _____

By
Date: _____

SPOKANE AIRPORT BOARD

By
Date: _____

**Agenda Sheet for City Council Meeting of:**

02/25/2013

<u>Date Rec'd</u>	2/12/2013
<u>Clerk's File #</u>	
<u>Renews #</u>	OPR 2012-0220
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	3845-12
<u>Requisition #</u>	VALUE BLANKET

<u>Submitting Dept</u>	STREET
<u>Contact Name/Phone</u>	MARK 232-8810 SERBOUSEK
<u>Contact E-Mail</u>	MSERBOUSEK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	1100 - STREET DEPT RENEW BLANKET ORDER FOR PREFORMED THERMOPLASTIC PRODUCTS

Agenda Wording

Renew Blanket Order with Flint Trading (Thomasville, NC) for Preformed Thermoplastic Products for the City of Spokane Street Department - Signs & Markers. Estimated annual expenditure \$52,000 (including tax.)

Summary (Background)

On February 13, 2012 sealed bids were opened to provide the City of Spokane with an annual supply of Preformed Thermoplastic products to purchased on an "as needed" basis. The bid allowed for four (4) one-year renewals - this is the first renewal. There will be no price changes from the original bid pricing.

Fiscal Impact

Expense	\$ 52,000.00
Select	\$
Select	\$
Select	\$

Budget Account

1100-21400-42640-54850
#
#
#

Approvals

<u>Dept Head</u>	SERBOUSEK, MARK
<u>Division Director</u>	QUINTRALL, JAN
<u>Finance</u>	LESESNE, MICHELE
<u>Legal</u>	BURNS, BARBARA
<u>For the Mayor</u>	SANDERS, THERESA

Council Notifications

<u>Study Session</u>	
<u>Other</u>	PCED 2/4/13

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA

Distribution List

Purchasing: tprince
Street: aschenk & meveland
Taxes & Licenses

BID TABULATION

BID #3845-12 PREFORMED THERMOPLASTIC PAVEMENT MARKINGS
DUE: 2/13/2012

RESPONSES RECEIVED FROM:	Traffic Safety Supply 2324 SE Umatilla St. Portland, OR 97202	Flint Trading, Inc. 115 Todd Court Thomasville, NC 27360
Misc. Preformed Thermoplastic Pavement Marking	\$65,968.30	\$46,969.61
Sales Tax	\$5,739.24	\$4,086.36
GRAND TOTAL	\$71,707.54	\$51,055.97
DELIVERY TIME	21 days partial, 30 days complete ARO	10 days partial, 14 days complete ARO
NOTES		

Request for Bids sent to 10 companies with ___ bid responses and ___ no bid response

BRIEFING PAPER
City of Spokane
PCED Committee
Monday, February 04, 2013

Subject:

Approval of 1-year Value Blanket Order for Preformed Thermoplastic products, from Flint Trading Inc., Thomasville, N.C., using City of Spokane Bid #3845-12 not to exceed \$52,000.00.

Background:

The Street Department maintains 117 marked crossings, 60 stop bars, and 487 roadway stencils, in thermoplastic, each year. In 2012 the Street Department worked with the Purchasing Department in producing a Request For Bid (#3845-12); Which was awarded to Flint Trading Inc. There are up to four (4) one-year optional renewal periods and Flint has agreed to extend 2012 pricing through the end of calendar year 2013.

Impact:

The installation and maintenance of the combined 664 thermoplastic markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users while allowing minimal diversion of attention from the roadway. Thermoplastic installation and maintenance costs are greater than that of painted markings. Paint only last about one year whereas the estimated lifespan of thermoplastic is 3 to 5 years; this adds to year-round visibility for the roadway users, reduces exposure for workers in the roadway and allows workers to accomplish more signing and striping tasks on an annual basis.

Action:

Approve the use of the Value Blanket Order for the purchase of Preformed Thermoplastic products to enable purchases from Flint Trading Inc. on an "as needed" basis.

Funding:

This has been programmed in to the Street Department's 2012 budget and the budget code is 1100-21400-42640-54850.



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/12/2013
Clerk's File #	OPR 2013-0120
Renews #	
Cross Ref #	
Project #	
Bid #	STATE CONTRACT
Requisition #	VALUE BLANKET

Submitting Dept	STREET
Contact Name/Phone	MARK 232-8810 SERBOUSEK
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100 - STREET VALUE BLANKET FOR TRAFFIC PAINT FOR 2013

Agenda Wording

Value Blanket Order for Traffic Paint from Alpine Products (Auburn, WA), using Washington State Contract #07609 - Estimated annual expenditure not to exceed \$83,000 (including tax.)

Summary (Background)

The Street Department maintains over 3.2 million linear feet of lane striping, 1,243 crosswalks, 1095 stop bars and 708 roadway stencils, in paint, each year. Working with Purchasing, the Street Department verified that as a member of the Washington State Purchasing Cooperative, contract #07609 is available to the City of Spokane (RCW 39.34).

Fiscal Impact

Expense	\$ 83,000.00
Select	\$
Select	\$
Select	\$

Budget Account

#	1100-21400-42640-54850
#	
#	
#	

Approvals

Dept Head	SERBOUSEK, MARK
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PCED 2/4/13

Distribution List

Purchasing: tprince
Street: aschenk & meveland
Taxes & Licenses

Additional Approvals

Purchasing	PRINCE, THEA

BRIEFING PAPER
City of Spokane
PCED Committee
Monday, February 04, 2013

Subject:

Approval of 2013 Value Blanket Order for Traffic Paint from Alpine Products Inc., Auburn, WA, using Washington State Contract (#07609) not to exceed \$83,000.00

Background:

The Street Department maintains over 3.2 million linear feet of lane striping, 1,243 crosswalks, 1,095 stop bars and 708 roadway stencils, in paint, each year. Working with the Purchasing Department, the Street Department verified that as a member of the Washington State Purchasing Cooperative, contract #07609 is available to the City of Spokane (RCW 39.34). The cost per gallon for traffic paint has increased \$0.75, per gallon, for all paint types and quantities (Standard White is \$9.58 per gallon, Standard Yellow is \$9.62 per gallon, Low Temp White is \$11.16 per gallon and Low Temp Yellow \$11.08 is per gallon). The Street Department requests a Value Blanket Order be approved to enable purchases from the Washington State contract on an "as needed" basis.

Impact:

The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

Action:

Approve the use of a Value Blanket Order using the Washington State contract, for the purchase of traffic paint from Alpine Products Inc., on an "as needed" basis.

Funding:

This has been programmed in to the Street Department's 2013 budget and the budget code is 1100-21400-42640-54850.



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/13/2013
Clerk's File #	OPR 2013-0121
Renews #	
Cross Ref #	
Project #	
Bid #	3909-13
Requisition #	VALUE BLANKET ORDER

Submitting Dept	STREET
Contact Name/Phone	MARK 232-8810 SERBOUSEK
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	1100 - STREET BLANKET ORDER FOR ALUMINUM SIGN BLANKS

Agenda Wording

Low bid meeting specifications of Zumar Industries (Tacoma, WA) for an annual supply of miscellaneous Aluminum Sign Blanks and Stop Signs to be purchased on an "as needed" basis. Estimated annual expenditure not to exceed \$66,000.00 including tax

Summary (Background)

On February 4, 2013 sealed bids were opened to provide the City of Spokane Street Department Signs & Markers with misc. aluminum sign blanks & stop signs. Five (5) responses were received with Signotech Inc (Quebec, Canada) being the low bidder. Upon review of references and experiencing some difficulty with the language barrier, the Street Department is asking to bypass them. Zumar Industries (Tacoma, WA) is the second lowest bidder.

Fiscal Impact

Expense	\$ 66,000.00
Select	\$
Select	\$
Select	\$

Budget Account

#	1100-21400-42640-54850
#	
#	
#	

Approvals

Dept Head	SERBOUSEK, MARK
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PCED 2/4/13

Distribution List

Purchasing: tprince
Street: aschenk & meveland
Taxes & Licenses

Additional Approvals

Purchasing	PRINCE, THEA

BRIEFING PAPER
City of Spokane
PCED Committee
Monday, February 04, 2013

Subject:

Approval of 2013 Value Blanket Order for aluminum sign blanks from **Bid are due at 1 pm on February 4th contract will be awarded to the low bidder**, using Bid #3909-13, not to exceed \$66,000.00.

Background:

The Signs and Markers Section is responsible for installation, maintenance and timely replacement of traffic signing that has become worn out, damaged or removed. Signs and Markers manufactures over 4000 traffic signs each year. The Street Department worked with the Purchasing Department in producing a Request For Bid (#3909-13); which was awarded to **Low Bidder**.

Impact:

The production, installation and maintenance of the 85,753 traffic signs is part of Street Department's Signs and Markers annual tasks. At this time, we have a minimum stock on hand and a backlog of work orders for sign production.

Action:

Approve the use of the Value Blanket Order for the purchase of aluminum sign blanks to enable purchases from **Low Bidder** on an "as needed" basis.

Funding:

This has been programmed in to the Street Department's 2013 budget and the budget code is 1100-21400-42640-54850.

* = Sheeted with White Type IV High Intensity Prismatic Reflective Sheeting
 ** = Finished R1-1 Type IV High Intensity Stop Signs all holes 3/8"

3909-13				National Barricade				SignoTech Inc. 10600 Secart Anjou, QC J1J 155 (canad)				Zumar Industries Inc.				Traffic Safety Supply				3909-14				National Barricade				SignoTech Inc. 10601 Secart Anjou, QC J1J 155 (canad)				Zumar Industries Inc.				Traffic Safety Supply							
TYPE IV PRISMATIC STOP SIGNS & ALUMINUM SIGN BLANKS																				TYPE IV PRISMATIC STOP SIGNS & ALUMINUM SIGN BLANKS																							
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL									
ALUMINUM SIGN BLANKS																																											
1	50	08x10 RECT 1" CR, 8" HC	\$ 3.10	\$ 155.00	\$ 2.75	\$ 137.50	\$ 2.50	\$ 125.00	\$ 2.90	\$ 145.00	99	148	08x10 RECT 1" CR, 8" HC	\$ 4.10	\$ 606.80	\$ 3.75	\$ 555.00	\$ 3.50	\$ 518.00	\$ 3.90	\$ 577.20																						
2	1000	* 18x06 RECT 1-1/2" CR, 4" HC	\$ 3.65	\$ 3,650.00	\$ 2.66	\$ 2,660.00	\$ 3.25	\$ 3,250.00	\$ 4.05	\$ 4,050.00	1998	2996	* 18x06 RECT 1-1/2" CR, 4" HC	\$ 4.65	\$ 13,931.40	\$ 3.66	\$ 10,965.36	\$ 4.25	\$ 12,733.00	\$ 5.05	\$ 15,129.80																						
3	600	* 30x09 RECT 1-1/2" CR, 7" HC	\$ 8.15	\$ 4,890.00	\$ 5.08	\$ 3,048.00	\$ 7.50	\$ 4,500.00	\$ 9.42	\$ 5,652.00	1197	1794	* 30x09 RECT 1-1/2" CR, 7" HC	\$ 9.15	\$ 16,415.10	\$ 6.08	\$ 10,907.52	\$ 8.50	\$ 15,249.00	\$ 10.42	\$ 18,693.48																						
4	600	30x09 RECT 1-1/2" CR, 7" HC	\$ 4.45	\$ 2,670.00	\$ 5.08	\$ 3,048.00	\$ 5.00	\$ 3,000.00	\$ 5.58	\$ 3,348.00	1196	1792	30x09 RECT 1-1/2" CR, 7" HC	\$ 5.45	\$ 9,766.40	\$ 6.08	\$ 10,895.36	\$ 6.00	\$ 10,752.00	\$ 6.58	\$ 11,791.36																						
5	300	*36x09 RECT 1-1/2" CR, 7" HC	\$ 9.65	\$ 2,895.00	\$ 6.35	\$ 1,905.00	\$ 9.00	\$ 2,700.00	\$ 11.22	\$ 3,366.00	595	890	*36x09 RECT 1-1/2" CR, 7" HC	\$ 10.65	\$ 9,478.50	\$ 7.35	\$ 6,541.50	\$ 10.00	\$ 8,900.00	\$ 12.22	\$ 10,875.80																						
6	300	36x09 RECT 1-1/2" CR, 7" HC	\$ 5.30	\$ 1,590.00	\$ 6.35	\$ 1,905.00	\$ 5.75	\$ 1,725.00	\$ 6.62	\$ 1,986.00	594	888	36x09 RECT 1-1/2" CR, 7" HC	\$ 6.30	\$ 5,594.40	\$ 7.35	\$ 6,526.80	\$ 6.75	\$ 5,994.00	\$ 7.62	\$ 6,766.56																						
7	60	12x06 RECT 1-1/2" CR, 4" HC	\$ 1.35	\$ 81.00	\$ 2.12	\$ 127.20	\$ 2.00	\$ 120.00	\$ 1.95	\$ 117.00	113	166	12x06 RECT 1-1/2" CR, 4" HC	\$ 2.35	\$ 390.10	\$ 3.12	\$ 517.92	\$ 3.00	\$ 498.00	\$ 2.95	\$ 489.70																						
8	125	12X18 RECT 1-1/2" CR, 15" HC	\$ 3.55	\$ 443.75	\$ 4.27	\$ 533.75	\$ 4.00	\$ 500.00	\$ 4.56	\$ 570.00	242	359	12X18 RECT 1-1/2" CR, 15" HC	\$ 4.55	\$ 1,633.45	\$ 5.27	\$ 1,891.93	\$ 5.00	\$ 1,795.00	\$ 5.56	\$ 1,996.04																						
9	20	12x24 RECT 1-1/2" CR, 18" HC	\$ 4.70	\$ 94.00	\$ 5.35	\$ 107.00	\$ 5.25	\$ 105.00	\$ 5.93	\$ 118.60	31	42	12x24 RECT 1-1/2" CR, 18" HC	\$ 5.70	\$ 239.40	\$ 6.35	\$ 266.70	\$ 6.25	\$ 262.50	\$ 6.93	\$ 291.06																						
10	300	18x18 SQUARE 1-1/2" CR, 15" HC	\$ 5.25	\$ 1,575.00	\$ 5.89	\$ 1,767.00	\$ 5.75	\$ 1,725.00	\$ 6.62	\$ 1,986.00	590	880	18x18 SQUARE 1-1/2" CR, 15" HC	\$ 6.25	\$ 5,500.00	\$ 6.89	\$ 6,063.20	\$ 6.75	\$ 5,940.00	\$ 7.62	\$ 6,705.60																						
11	220	18x24 RECT 1-1/2" CR, 18" HC	\$ 7.00	\$ 1,540.00	\$ 7.50	\$ 1,650.00	\$ 7.75	\$ 1,705.00	\$ 5.93	\$ 1,304.60	429	638	18x24 RECT 1-1/2" CR, 18" HC	\$ 8.00	\$ 5,104.00	\$ 8.50	\$ 5,423.00	\$ 8.75	\$ 5,582.50	\$ 6.93	\$ 4,421.34																						
12	16	18x30 RECT 1-1/2" CR, 24" HC	\$ 8.70	\$ 139.20	\$ 9.12	\$ 145.92	\$ 9.50	\$ 152.00	\$ 10.73	\$ 171.68	20	24	18x30 RECT 1-1/2" CR, 24" HC	\$ 9.70	\$ 232.80	\$ 10.12	\$ 242.88	\$ 10.50	\$ 252.00	\$ 11.73	\$ 281.52																						
13	26	24x18 SQUARE 1-1/2" CR, 15" HC	\$ 7.00	\$ 182.00	\$ 7.50	\$ 195.00	\$ 7.75	\$ 201.50	\$ 8.67	\$ 225.42	39	52	24x18 SQUARE 1-1/2" CR, 15" HC	\$ 8.00	\$ 416.00	\$ 8.50	\$ 442.00	\$ 8.75	\$ 455.00	\$ 9.67	\$ 502.84																						
14	36	24x24 DIA 1-1/2" CR, 24" HC	\$ 9.30	\$ 334.80	\$ 9.65	\$ 347.40	\$ 10.00	\$ 360.00	\$ 11.41	\$ 410.76	58	80	24x24 DIA 1-1/2" CR, 24" HC	\$ 10.30	\$ 824.00	\$ 10.65	\$ 852.00	\$ 11.00	\$ 880.00	\$ 12.41	\$ 992.80																						
15	430	24x30 RECT 1-1/2" CR, 24" HC	\$ 11.60	\$ 4,988.00	\$ 11.80	\$ 5,074.00	\$ 12.25	\$ 5,267.50	\$ 14.14	\$ 6,080.20	845	1260	24x30 RECT 1-1/2" CR, 24" HC	\$ 12.60	\$ 15,876.00	\$ 12.80	\$ 16,128.00	\$ 13.25	\$ 16,695.00	\$ 15.14	\$ 19,076.40																						
16	44	24x36 RECT 1-1/2" CR, 30" HC	\$ 13.95	\$ 613.80	\$ 14.42	\$ 634.48	\$ 14.75	\$ 649.00	\$ 16.88	\$ 742.72	72	100	24x36 RECT 1-1/2" CR, 30" HC	\$ 14.95	\$ 1,495.00	\$ 15.42	\$ 1,542.00	\$ 15.75	\$ 1,575.00	\$ 17.88	\$ 1,788.00																						
17	42	30x18 RECT 1-1/2" CR, 15" HC	\$ 8.70	\$ 365.40	\$ 9.12	\$ 383.04	\$ 9.50	\$ 399.00	\$ 10.73	\$ 450.66	67	92	30x18 RECT 1-1/2" CR, 15" HC	\$ 9.70	\$ 892.40	\$ 10.12	\$ 931.04	\$ 10.50	\$ 966.00	\$ 11.73	\$ 1,079.16																						
18	68	30x30 SQUARE 1-7/8" CR, 24" HC	\$ 14.50	\$ 986.00	\$ 14.49	\$ 985.32	\$ 15.25	\$ 1,037.00	\$ 17.57	\$ 1,194.76	118	168	30x30 SQUARE 1-7/8" CR, 24" HC	\$ 15.50	\$ 2,604.00	\$ 15.49	\$ 2,602.32	\$ 16.25	\$ 2,730.00	\$ 18.57	\$ 3,119.76																						
19	100	30x30 OCT 24" HC	\$ 13.50	\$ 1,350.00	\$ 14.21	\$ 1,421.00	\$ 14.25	\$ 1,425.00	\$ 17.57	\$ 1,757.00	181	262	30x30 OCT 24" HC	\$ 14.50	\$ 3,799.00	\$ 15.21	\$ 3,985.02	\$ 15.25	\$ 3,995.50	\$ 18.57	\$ 4,865.34																						
20	1000	**30x30 OCT 24" HC	\$ -	\$ -	\$ 14.21	\$ 14,210.00	\$ 21.95	\$ 21,950.00	\$ 29.92	\$ 29,920.00	1980	2960	**30x30 OCT 24" HC	\$ 1.00	\$ 2,960.00	\$ 15.21	\$ 45,021.60	\$ 22.95	\$ 67,932.00	\$ 30.92	\$ 91,523.20																						
21	1000	30x30 RECT 1-1/2" CR, 9" HC	\$ 7.00	\$ 7,000.00	\$ 7.97	\$ 7,970.00	\$ 7.50	\$ 7,500.00	\$ 8.66	\$ 8,660.00	1979	2958	30x30 RECT 1-1/2" CR, 9" HC	\$ 8.00	\$ 23,664.00	\$ 8.97	\$ 26,533.26	\$ 8.50	\$ 25,143.00	\$ 9.66	\$ 28,574.28																						
22	20	36x24 RECT 1-1/2" CR, 18" HC	\$ 13.95	\$ 279.00	\$ 14.42	\$ 288.40	\$ 14.75	\$ 295.00	\$ 16.45	\$ 329.00	18	16	36x24 RECT 1-1/2" CR, 18" HC	\$ 14.95	\$ 239.20	\$ 15.42	\$ 246.72	\$ 15.75	\$ 252.00	\$ 17.45	\$ 279.20																						
23	20	36"x36" TRI 2" CR, 21" HC	\$ 10.50	\$ 210.00	\$ 21.05	\$ 421.00	\$ 10.50	\$ 210.00	\$ 12.60	\$ 252.00	17	14	36"x36" TRI 2" CR, 21" HC	\$ 11.50	\$ 161.00	\$ 22.05	\$ 308.70	\$ 11.50	\$ 161.00	\$ 13.60	\$ 190.40																						
24	24	48"x48" RECT 1-1/2" CR, 18" HC	\$ 18.60	\$ 446.40	\$ 19.58	\$ 469.92	\$ 19.50	\$ 468.00	\$ 22.36	\$ 536.64	24	24	48"x48" RECT 1-1/2" CR, 18" HC	\$ 19.60	\$ 470.40	\$ 20.58	\$ 493.92	\$ 20.50	\$ 492.00	\$ 23.36	\$ 560.64																						
SUB TOTAL			\$ 36,478.35		\$ 49,433.93		\$ 59,369.00		\$ 73,374.04		SUB TOTAL			\$ 122,293.35		\$ 159,883.75		\$ 189,752.50		\$ 230,571.48																							
Wash State Sales Tax			8.70%		8.7% USE TX		8.70%		8.70%		Wash State Sales Tax			108.70%		8.7% USE TX		108.70%		108.70%																							
FREIGHT OR DELIVERY CHARGES			\$ 500.00								FREIGHT OR DELIVERY CHARGES			\$ 501.00																													
TOTAL			\$ 39,651.97		\$ 53,734.68		\$ 65,034.00		\$ 79,757.58		TOTAL			\$ 125,467.97		\$ 164,185.50		\$ 195,419.50		\$ 236,956.02																							
TYPE IV PRISMATIC STOP SIGNS																																											
1	1000	30" TYPE IV PRISMATIC STOP SIGNS	\$ 26.70	\$ 26,700.00	\$ 14.06	\$ 14,060.00	\$ 21.95	\$ 21,950.00	\$ 29.92	\$ 29,920.00	1999	2998	30" TYPE IV PRISMATIC STOP SIGNS	\$ 27.70	\$ 83,044.60	\$ 15.06	\$ 45,149.88	\$ 22.95	\$ 68,804.10	\$ 30.92	\$ 92,698.16																						
Wash State Sales Tax			8.70%		8.7% USE TX		8.70%		8.70%		Wash State Sales Tax			108.70%		8.7% USE TX		108.70%		108.70%																							
FREIGHT OR DELIVERY CHARGE											FREIGHT OR DELIVERY CHARGE			\$ 251.00																													
TOTAL			\$ 29,022.90		\$ 15,283.22		\$ 24,109.65		\$ 32,523.04		TOTAL			\$ 85,368.50		\$ 46,374.10		\$ 70,965.75		\$ 95,302.20																							
DELIVERY			4 weeks FRO		28 days FRO		30 days FRO		30 days FRO		DELIVERY			5 weeks FRO		28 days FRO		30 days FRO		30 days FRO																							
ADDITIONAL PURCHASES			YES ***		YES		YES		YES		ADDITIONAL PURCHASES			YES ***		YES		YES		YES																							

***PRICES ONLY GOOD FOR 60 DAYS

***PRICES ONLY GOOD FOR 60 DAYS



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/13/2013
Clerk's File #	OPR 2013-0122
Renews #	
Cross Ref #	
Project #	
Bid #	3911-13
Requisition #	VALUE BLANKET ORDER

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	LYNN SHUPE 625-7851
Contact E-Mail	LSHUPE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 - WATER DEPT. MISCELLANEOUS CONCRETE PRODUCTS

Agenda Wording

Low bid meeting specifications of Wilbert Vault (Spokane, WA) for Miscellaneous Concrete Products for the City of Spokane Water & Hydroelectric Services Department - \$47,449.72 including tax

Summary (Background)

On February 4, 2013 sealed bids were opened to provide the City of Spokane Water & Hydroelectric Services Department with Miscellaneous Concrete Products. Two (2) responses were received and Wilbert Vault was the low bidder. These items will be ordered on an "as needed" basis.

Fiscal Impact

Expense	\$ 47,449.72
Select	\$
Select	\$
Select	\$

Budget Account

#	4100-42440-94000-56595
#	
#	
#	

Approvals

Dept Head	SHUPE, LYNN
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC 2/11/13

Distribution List

Purchasing:	tprince
Water:	waterwarehouse & acline
Taxes & Licenses	

Purchasing

PRINCE, THEA

3911-13		White Block Co.		Wilbert Precast		
CONCRETE PRODUCTS						
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1254	CONCRETE BOX RING 9"X36"	\$ 28.85	\$ 36,177.90	\$ 28.00	\$ 35,112.00
2	277	CONE CEMENT 9"X34"	\$ 28.85	\$ 7,991.45	\$ 28.00	\$ 7,756.00
3	10	CONCRETE RISER RING 36"X2"	\$ 16.40	\$ 164.00	\$ 16.00	\$ 160.00
4	27	CONCRETE RISER RING 34"X2"	\$ 16.40	\$ 442.80	\$ 16.00	\$ 432.00
5	12	CONCRETE HALF RING 4"X36"	\$ 16.40	\$ 196.80	\$ 16.00	\$ 192.00
SUB TOTAL				\$ 44,972.95		\$ 43,652.00
Wash State Sales Tax			8.70%	\$ 3,912.65	8.70%	\$ 3,797.72
TOTAL				\$ 48,885.60		\$ 47,449.72
DELIVERY			30 days FRO		10 days FRO	
ADDITIONAL PURCHASES				YES		YES



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/13/2013
Clerk's File #	OPR 2013-0123
Renews #	
Cross Ref #	
Project #	
Bid #	3907-13
Requisition #	VALUE BLANKET ORDERS

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	LYNN SHUPE 625-7851
Contact E-Mail	LSHUPE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 - WATER DEPT. VALVE BOXES, SERVICE (CURB) BOXES, REPAIR LIDS, ETC

Agenda Wording

A) Low bid meeting specifications of HD Fowler (Spokane) for Item #3 - Repair Lids for the City of Spokane Water & Hydroelectric Services Department - \$3,996.05 including tax

Summary (Background)

On February 22, 2013 sealed bids were received to provide the City of Spokane Water & Hydroelectric Services Department with Valve Boxes, Service (Curb) Boxes, Repair Lids and Manhole Rings & TNR Lids. Six (6) responses were received with different companies being low bidder on different items. It is the Water & Hydroelectric Services Department's desire to split the bids and award the various bidders as detailed above and attached. These items will be ordered on an "as needed" basis.

Fiscal Impact

Expense	\$ 71,051.05
Select	\$
Select	\$
Select	\$

Budget Account

#	4100-42440-94000-56595
#	
#	
#	

Approvals

Dept Head	SHUPE, LYNN
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC 2/11/13

Distribution List

Purchasing:	tprince
Water:	waterwarehouse & acline
Taxes & Licenses	

Purchasing

PRINCE, THEA	

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 4100 - WATER DEPT. VALVE BOXES, SERVICE (CURB) BOXES, REPAIR LIDS, I

Agenda Wording (183 character max)

B) Low bid meeting specifications of East Jordan Iron Works (Spokane) for Item #IV - Manhole Rings & TNR Lids for the City of Spokane Water & Hydroelectric Services Department - \$30,726.23 including tax

C) Low bid meeting specifications of Consolidated Supply (Spokane) for Item #1 - Valve Box Sections & Lids and Item #II - Service (Curb) Boxes & Lids for the City of Spokane Water & Hydroelectric Service Department - \$36,328.77 including tax

Summary (Background) (870 character max)

Fiscal Impact

Select	\$	
Select	\$	
Select	\$	
Select	\$	

Budget Account

#	
#	
#	
#	

Distribution List



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/13/2013
Clerk's File #	OPR 2013-0124
Renews #	
Cross Ref #	
Project #	
Bid #	3906-13
Requisition #	RE #16547 - 16556

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	LYNN SHUPE 625-7851
Contact E-Mail	LSHUPE@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	4100 - WATER DEPT. PURCHASE OF MISCELLANEOUS WATERWORK PRODUCTS

Agenda Wording

A) Low bid meeting specifications of HD Fowler (Spokane) for Item #7 DITJ Pipe and Item #10 - Allthread for the City of Spokane Water & Hydroelectric Services Department - \$25,164.81 including tax

Summary (Background)

On January 22, 2013 sealed bids were opened to provide the City of Spokane Water & Hydroelectric Services Department with Miscellaneous Waterworks Products. Six (6) responses were received with different companies being low bidder on different items. It is the Water & Hydroelectric Services Department's desire to split the bids and award to various bidders as detailed above and attached.

Fiscal Impact

Expense	\$ 292,774.11
Select	\$
Select	\$
Select	\$

Budget Account

#	4100-42440-94000-56595
#	
#	
#	

Approvals

Dept Head	SHUPE, LYNN
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC 2/11/13
Distribution List	
	Purchasing: tprince
	Water: waterwarehouse & acline
	Taxes & Licenses

Additional Approvals

Purchasing	PRINCE, THEA

Continuation of Wording, Summary, and Distribution

Agenda Item Name: 4100 - WATER DEPT. PURCHASE OF MISCELLANEOUS WATERWORK PRODU

Agenda Wording (10 character max)

B) Low bid meeting specifications of Ferguson WW (Spokane) for Item #4 - DI Fittings and Item #12 - Butterfly Valves for the City of Spokane Water & Hydroelectric Services Department - \$20,616.32 including tax

C) Low bid meeting specifications of Consolidated Supply (Spokane) for Item #5 - Megalugs & Drop Gaskets and Item #6 - Copper Pipe for the City of Spokane Water & Hydroelectric Services Department - \$72,308.44 including tax

D) Low bid meeting specifications of HD Supply Waterworks (Spokane) for Item

Summary (Background) (732 character max)

Item #11 - Valves and Item #13 - Poly Pipe for the City of Spokane Water & Hydroelectric Services Department - \$174,684.54 including tax

Fiscal Impact

Select	\$	
Select	\$	
Select	\$	
Select	\$	

Budget Account

#	
#	
#	
#	

Distribution List

3835-11		MISCELLANEOUS WATERWORKS PRODUCTS		HD FOWLER CO 6625 E. SHARP SPOKANE WA 99212		FERGUSON ENTERPRISES N10808 PERRY ST SPOKANE WA 99218		HD SUPPLY WATERWORKS 1215 N BRADLEY RD. SPOKANE,WA 99212-1184		CONSOLIDATED SUPPLY 305 N LAKE SPOKANE VALLEY WA 99212	
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1		BRASS FITTINGS	FORD		FORD		FORD		MUELLER		
	94	BUSHING, 1" (MIP) X 3/4" (FIP)	\$ 3.35	\$ 314.90	\$ 3.40	\$ 319.60	\$ 2.79	\$ 262.26	\$ 11.27	\$ 1,059.38	
TOTAL ITEM 1				\$ 314.90		\$ 319.60		\$ 262.26		\$ 1,059.38	
2		CLAMPS	ROMAC		ROMAC		ROMAC		ROMAC		
	33	CLAMPS, HYDRO REPAIR - CI- 6"X12"	\$ 76.12	\$ 2,511.96	\$ 74.50	\$ 2,458.50	\$ 74.32	\$ 2,452.56	74.75	\$ 2,466.75	
	1	CLAMPS, HYDRO REPAIR - CI - 8"X12"	\$ 89.30	\$ 89.30	\$ 87.40	\$ 87.40	\$ 86.85	\$ 86.85	93.00	\$ 93.00	
	1	CLAMPS, HYDRO REPAIR - CI - 12"X12"	\$ 139.55	\$ 139.55	\$ 136.60	\$ 136.60	\$ 134.59	\$ 134.59	144.55	\$ 144.55	
	6	REDI CLAMP 3/4" X 3"	\$ 4.34	\$ 26.04	\$ 4.30	\$ 25.80	\$ 4.25	\$ 25.50	4.50	\$ 27.00	
TOTAL ITEM 2				\$ 2,766.85		\$ 2,708.30		\$ 2,699.50		\$ 2,731.30	
3		COMPRESSION BRASS FITTINGS	FORD		FORD		MUELLER		AY MCDONALD		
	161	COUPLINGS, 3/4" C-COMP X C-COMP 3 PIECE	\$ 13.13	\$ 2,113.93	\$ 13.20	\$ 2,125.20	\$ 11.36	\$ 1,828.96	\$ 12.75	\$ 2,052.75	
	50	COUPLINGS, 1" C-COMP X C-COMP 3 PIECE	\$ 15.03	\$ 751.50	\$ 15.10	\$ 755.00	\$ 12.49	\$ 624.50	\$ 14.58	\$ 729.00	
	10	COUPLINGS, 2" C-COMP X C-COMP 3 PIECE	\$ 67.88	\$ 678.80	\$ 68.50	\$ 685.00	\$ 59.52	\$ 595.20	\$ 65.90	\$ 659.00	
	520	COUPLINGS, 1" C-COMP X MIP	\$ 12.78	\$ 6,645.60	\$ 12.80	\$ 6,656.00	\$ 11.05	\$ 5,746.00	\$ 12.30	\$ 6,396.00	
	8	COUPLINGS, 2" C-COMP X MIP	\$ 50.98	\$ 407.84	\$ 51.50	\$ 412.00	\$ 44.85	\$ 358.80	\$ 49.50	\$ 396.00	
	49	COUPLINGS, 3/4" C-COMP X FIP	\$ 11.35	\$ 556.15	\$ 11.40	\$ 558.60	\$ 10.09	\$ 494.41	\$ 11.00	\$ 539.00	
	2	COUPLINGS, 1" C-COMP X FIP	\$ 15.39	\$ 30.78	\$ 15.50	\$ 31.00	\$ 14.44	\$ 28.88	\$ 14.93	\$ 29.86	
	17	COUPLINGS, 2" C-COMP X FIP	\$ 53.30	\$ 906.10	\$ 53.80	\$ 914.60	\$ 46.90	\$ 797.30	\$ 51.72	\$ 879.24	
	115	CORPORATIONS, 3/4" MIP X C-COMP (BALL)	\$ 34.80	\$ 4,002.00	\$ 35.10	\$ 4,036.50	\$ 29.40	\$ 3,381.00	\$ 33.40	\$ 3,841.00	
	71	CORPORATIONS, 2" MIP X C-COMP (BALL)	\$ 169.67	\$ 12,046.57	\$ 171.30	\$ 12,162.30	\$ 144.14	\$ 10,233.94	\$ 160.75	\$ 11,413.25	
	134	CURB STOPS, 3/4" C-COMP X C-COMP (BALL)	\$ 47.64	\$ 6,383.76	\$ 48.10	\$ 6,445.40	\$ 41.60	\$ 5,574.40	\$ 45.73	\$ 6,127.82	
	85	CURB STOPS, 1" C-COMP X C-COMP (BALL)	\$ 71.62	\$ 6,087.70	\$ 72.30	\$ 6,145.50	\$ 62.67	\$ 5,326.95	\$ 68.75	\$ 5,843.75	
	84	CURB STOPS, 2" C-COMP X C-COMP (BALL)	\$ 240.90	\$ 20,235.60	\$ 243.30	\$ 20,437.20	\$ 212.23	\$ 17,827.32	\$ 226.50	\$ 19,026.00	
	100	CURB STOPS, 3/4" C-COMP X PIPE (F) (BALL)	\$ 41.80	\$ 4,180.00	\$ 42.20	\$ 4,220.00	\$ 36.57	\$ 3,657.00	\$ 40.00	\$ 4,000.00	
	6	CURB STOPS, 2" C-COMP X PIPE (F) (BALL)	\$ 194.55	\$ 1,167.30	\$ 196.40	\$ 1,178.40	\$ 172.89	\$ 1,037.34	\$ 186.50	\$ 1,119.00	
	187	ELBOW 2" C-COMP X MIP	\$ 81.80	\$ 15,296.60	\$ 82.60	\$ 15,446.20	\$ 71.01	\$ 13,278.87	\$ 77.00	\$ 14,399.00	
	3	ELBOW 1" C-COMP X FIP	\$ 24.95	\$ 74.85	\$ 25.20	\$ 75.60	\$ 21.85	\$ 65.55	\$ 24.75	\$ 74.25	
	19	ELBOW, 2" C-COMP X FIP	\$ 90.31	\$ 1,715.89	\$ 91.20	\$ 1,732.80	\$ 64.10	\$ 1,217.90	\$ 87.65	\$ 1,665.35	
	21	ELBOW, 2" C-COMP X C-COMP	\$ 141.65	\$ 2,974.65	\$ 143.00	\$ 3,003.00	\$ 124.14	\$ 2,606.94	\$ 137.52	\$ 2,887.92	
TOTAL ITEM 3				\$ 86,255.62		\$ 87,020.30		\$ 74,681.26		\$ 82,078.19	
4		DUCTILE IRON MJ FITTINGS - COMPACT STYLE WITHOUT ACCESSORIES									
	8	BEND, MJ BXB 22-1/2 DI 4"	\$ 24.00	\$ 192.00	\$ 23.40	\$ 187.20	\$ 23.52	\$ 188.16	\$ 24.50	\$ 196.00	
	31	BEND, MJ BXB 45 DI 6"	\$ 40.65	\$ 1,260.15	\$ 38.50	\$ 1,193.50	\$ 39.84	\$ 1,235.04	\$ 40.65	\$ 1,260.15	

	1,380	3/4"		\$ 3.16	\$ 4,360.80	\$ 3.49	\$4,816.20	\$3.70	\$5,106.00	3.08	\$ 4,250.40
	8,880	1"		\$ 4.21	\$ 37,384.80	\$ 4.55	\$40,404.00	\$4.80	\$42,624.00	4.01	\$ 35,608.80
TOTAL ITEM 6				\$	41,745.60		\$45,220.20		\$47,730.00		\$ 39,859.20
7		PIPE, DITJ C-50 AND C-52 W/TJ GASKETS									
	800	C-52 4"		\$ 12.74	\$ 10,192.00	\$ 13.64	\$10,912.00	\$13.41	\$10,728.00	15.95	\$ 12,760.00
	450	C-50 6"		\$ 11.15	\$ 5,017.50	\$ 11.70	\$5,265.00	\$10.82	\$4,869.00	10.95	\$ 4,927.50
	342	C-50 10"		\$ 22.15	\$ 7,575.30	\$ 23.74	\$8,119.08	\$21.96	\$7,510.32	21.95	\$ 7,506.90
TOTAL ITEM 7				\$	22,784.80		\$24,296.08		\$23,107.32		\$ 25,194.40
8		STEEL TAPPING SLEEVE - FLANGE OUTLET WITH TYPE 304 S/S BOLTS AND NUTS	ROMAC			ROMAC		ROMAC		ROMAC	
	3	SLEEVE TAP, CI "O" RING 6" X 6" X 4"		\$ 281.45	\$ 844.35	\$ 275.50	\$826.50	\$272.39	\$817.17	277.00	\$ 831.00
	3	SLEEVE TAP, CI "O" RING 8" X 8" X 6"		\$ 324.25	\$ 972.75	\$ 317.40	\$952.20	\$313.05	\$939.15	319.00	\$ 957.00
	3	SLEEVE TAP, CI "O" RING 12" X 12" X 4"		\$ 332.20	\$ 996.60	\$ 325.10	\$975.30	\$320.60	\$961.80	327.00	\$ 981.00
	4	SLEEVE TAP, CI "O" RING 12" X 12" X 6"		\$ 369.75	\$ 1,479.00	\$ 361.90	\$1,447.60	\$356.28	\$1,425.12	364.00	\$ 1,456.00
	1	SLEEVE TAP, CI "O" RING 24" X 24" X 12"		\$ 939.60	\$ 939.60	\$ 919.70	\$919.70	\$897.64	\$897.64	924.90	\$ 924.90
TOTAL ITEM 8				\$	5,232.30		\$5,121.30		\$5,040.88		\$ 5,149.90
9		SERVICE SADDLES, DOUBLE STRAP WITH TYPE 304 S/S STRAPS AND TYPE 304 S/S BOLT & NUTS FOR CI/DI PIPE	ROMAC			ROMAC		ROMAC		ROMAC	
	39	SADDLE, DS 6"X2"		\$ 39.89	\$ 1,555.71	\$ 39.00	\$1,521.00	\$38.67	\$1,508.13	39.20	\$ 1,528.80
	109	SADDLE, DS 12"X1"		\$ 58.65	\$ 6,392.85	\$ 59.20	\$6,452.80	\$58.48	\$6,374.32	59.00	\$ 6,431.00
TOTAL ITEM 9				\$	7,948.56		\$7,973.80		\$7,882.45		\$ 7,959.80
10		TIE ROD, THREADED, PLATED MUST HAVE CERTIFICATION MEETING GRADE A36 STEEL									
	20	1/2"		\$ 0.78	\$ 15.60	\$ 0.71	\$14.16	\$1.16	\$23.20	0.47	\$ 9.40
	150	3/4"		\$ 1.20	\$ 180.00	\$ 1.69	\$253.80	\$1.56	\$234.00	1.96	\$ 294.00
	20	5/8"		\$ 1.17	\$ 23.40	\$ 1.12	\$22.46	\$2.09	\$41.80	1.35	\$ 27.00
	50	7/8"		\$ 2.75	\$ 137.50	\$ 2.79	\$139.25	\$2.95	\$147.50	2.32	\$ 116.00
	10	3/4" TIE ROD COUPLING		\$ 0.94	\$ 9.40	\$ 2.21	\$22.05	\$1.98	\$19.80	0.64	\$ 6.40
TOTAL ITEM 10				\$	365.90		\$451.72		\$466.30		\$ 452.80
11		VALVES	M & H			AFC		MUELLER		AFC	
	3	GATE VALVE, DI FLxFL OPEN LEFT 3"		\$ 360.00	\$ 1,080.00	\$ 360.00	\$1,080.00	\$265.00	\$795.00	276.00	\$ 828.00
									\$0.00		
	10	GATE VALVE, DI MJxMJ OPEN RIGHT 4"		\$ 313.93	\$ 3,139.30	\$ 316.00	\$3,160.00	\$309.00	\$3,090.00	310.50	\$ 3,105.00
									\$0.00		
	102	GATE VALVE, DI MJxMJ OPEN RIGHT 6"		\$ 400.60	\$ 40,861.20	\$ 404.00	\$41,208.00	\$391.00	\$39,882.00	396.00	\$ 40,392.00
									\$0.00		
	5	GATE VALVE, DI MJxMJ OPEN RIGHT 8"		\$ 638.06	\$ 3,190.30	\$ 643.00	\$3,215.00	\$623.00	\$3,115.00	630.50	\$ 3,152.50
									\$0.00		
	16	GATE VALVE, FLxMJ OPEN RIGHT 4"		\$ 299.71	\$ 4,795.36	\$ 302.00	\$4,832.00	\$295.00	\$4,720.00	296.50	\$ 4,744.00
									\$0.00		
	21	GATE VALVE, FLxMJ OPEN RIGHT 6"		\$ 400.60	\$ 8,412.60	\$ 404.00	\$8,484.00	\$391.00	\$8,211.00	396.15	\$ 8,319.15
									\$0.00		
	3	VALVE, VACUUM/RELEASE 1"		\$ 252.50	\$ 757.50	\$ 255.16	\$765.48	\$250.00	\$750.00	260.00	\$ 780.00
									\$0.00		
	19	VALVE, VACUUM/RELEASE 2"		\$ 372.20	\$ 7,071.80	\$ 377.35	\$7,169.65	\$370.00	\$7,030.00	384.00	\$ 7,296.00
									\$0.00		
	2	LUBRICATED PLUG VALVE, 3/4" VALVE - 4-WAY		\$ 248.50	\$ 497.00	\$ 217.90	\$435.80	\$201.00	\$402.00	255.00	\$ 510.00
									\$0.00		

	1	LUBRICATED PLUG VALVE, 1" VALVE - 4-WAY	\$ 307.50	\$ 307.50	\$ 272.63	\$272.63	\$252.00	\$252.00	318.90	\$ 318.90
TOTAL ITEM 11				\$ 70,112.56		\$70,622.56		\$68,247.00		\$ 69,445.55
12		VALVE, BUTTERFLY MJXMJ OPEN RIGHT 2" SQUARE OPERATING NUT (NO ACCESS)					VALMATIC			
	2	18"	\$ 2,211.30	\$ 4,422.60	\$ 2,052.63	\$4,105.26	\$2,772.00	\$5,544.00	2498.33	\$ 4,996.66
TOTAL ITEM 12				\$ 4,422.60		\$4,105.26		\$5,544.00		\$ 4,996.66
13		POLY PIPE - SDR 9, 200PSI, PE 3408 COPPER TUBE SIZE (CTS) 100' ROLLS								
	2,100	2"	\$ 0.99	\$ 2,079.00	\$ 1.01	\$2,121.00	\$0.90	\$1,890.00	1.05	\$ 2,205.00
TOTAL ITEM 13				\$ 2,079.00		\$2,121.00		\$1,890.00		\$ 2,205.00
TOTAL ITEMS 1-13				\$ 294,916.38		\$ 301,334.70		\$ 280,401.10		\$ 284,057.78
SALES TAX - 8.7%				\$25,657.73		\$26,216.12		\$24,394.90		\$ 24,713.03
GRAND TOTAL				\$ 320,574.11		\$327,550.82		\$304,796.00		\$ 308,770.81
CREDIT CARD			NO		YES		NO		YES	
ADDITIONAL PURCHASES			NO		YES		NO		YES	
DELIVERY			30 DAYS FRO		45 DAYS FRO		90 DAYS FRO		60 DAYS FRO	



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/13/2013
Clerk's File #	OPR 2013-0125
Renews #	
Cross Ref #	
Project #	
Bid #	HGAC-BUY INTERLOCAL
Requisition #	RE 16527

Submitting Dept	FLEET SERVICES
Contact Name/Phone	GENE 625-7865 JAKUBCZAK
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-FLEET SERVICES PURCHASE OF TYMCO STREET SWEEPER

Agenda Wording

Purchase of one (1) Tymco Street Sweeper from Clyde West Inc. (Spokane, WA) for the City of Spokane Fleet Services Department - \$249,966.52.

Summary (Background)

Using an interlocal agreement with Houston-Galveston Area Council of Governments (HGAC). Although all bids are competed for national purchases, all purchases will be made through local vendors. This is a replacement unit for the City of Spokane Street Department.

Fiscal Impact

Expense	\$ 249,966.52
Select	\$
Select	\$
Select	\$

Budget Account

#	5110-71400-94000-56413
#	
#	
#	

Approvals

Dept Head	JAKUBCZAK, GENE
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PWC - 2/11/13

Additional Approvals

Purchasing	PRINCE, THEA

Distribution List

Purchasing:	tprince
Fleet Services:	gjakubczak & fleetservices
Taxes & Licenses	

**FLEET SERVICES
MEMORANDUM**

February 14, 2013

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: PURCHASE OF STREET SWEEPER THROUGH HGAC CO-OP

This is an order for one (1) Tymco Street Sweeper as a replacement unit for the Street Department. This purchase is through HGACBuy. This is a Houston-Galveston Area Council of governments operating under the laws of the State of Texas. Government agencies join by executing an interlocal contract to participate, which the city of Spokane has completed. Some of the 62 governmental agencies in the state of Washington which utilize HGAC include: the city of Seattle, King County, Spokane County, and the Spokane Airport Board. Although bids are quoted for national purchase, all purchases will be through local vendors. Clyde West Inc. of Spokane will be the vendor for this purchase.

Unit 428245, RE 16527

QTY	ITEM	TOTAL
1	TYMCO Model 500X Regenerative Air Sweeper	\$135,000
OPTIONS		0
1	Hi/low pressure wash down system	\$1,500.00
1	Air purge	\$205.00
1	Reverse pick-up head system	\$410.00
1	Storage box - Addl.	\$535.00
1	High output water	\$850.00
1	Pick-up head curtain lifter	\$1,605.00
1	2014 Freightliner M2-106 chassis	\$80,200.00
1	Fire extinguisher	\$80.00
1	Truck manuals	\$750.00
1	Aux. engine manuals - shop	\$275.00
1	Hopper load indicators	\$400.00
1	Engine block heater	\$200.00
1	Linear actuator - pressure bleeder	\$200.00
1	Auto sweep interrupt	\$1,500.00
1	Hopper screen vibrator	\$1,300.00
1	Air cleaner restriction indicator in cab	\$250.00
1	Double check valve assembly	\$300.00
1	Freight/PDI/In service	\$4,400.00
SUB-TOTAL		\$229,960.00
Sales tax		Sales tax @ 8.7%
		\$20,006.52
GRAND TOTAL		\$249,966.52



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/13/2013
Clerk's File #	OPR 2013-0126
Renews #	
Cross Ref #	
Project #	
Bid #	HGAC-BUY INTERLOCAL
Requisition #	RE 16531

Submitting Dept	FLEET SERVICES
Contact Name/Phone	GENE 625-7865 JAKUBCZAK
Contact E-Mail	GJAKUBCZAK@SPOKANECITY.ORG
Agenda Item Type	Purchase w/o Contract
Agenda Item Name	5100-FLEET SERVICES PURCHASE OF GRADER

Agenda Wording

Purchase of one (1) Volvo all wheel drive motor grader from Clyde West Inc. (Spokane, WA) for the City of Spokane Fleet Services Department - \$253,351.88

Summary (Background)

Using an Interlocal Agreement with Houston-Galveston Council of Governments (HGAC). Although all bids are competed for national purchases, all purchases will be made through local vendors. This will be a replacement unit for the City of Spokane Street Department.

Fiscal Impact		Budget Account
Expense	\$ 253,351.88	# 5110-71400-94000-56413
Select	\$	#
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	JAKUBCZAK, GENE	Study Session	
Division Director	ROMERO, RICK	Other	PWC 2/11/13
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	Purchasing : tprince	
For the Mayor	SANDERS, THERESA	Fleet: gjakubczak & fleetservices	
Additional Approvals		Taxes & Licenses	
Purchasing	PRINCE, THEA		

**FLEET SERVICES
MEMORANDUM**

February 14, 2013

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**


SUBJ: PURCHASE OF GRADER THROUGH HGAC CO-OP

This is an order for one (1) Volvo all wheel drive motor grader as a replacement unit for the Street Department. This purchase is through HGAC Buy. This is a Houston-Galveston Area Council of governments operating under the laws of the State of Texas. Government agencies join by executing an interlocal contract to participate, which the city of Spokane has completed. Some of the 62 governmental agencies in the state of Washington which utilize HGAC include: the city of Seattle, King County, Spokane County, and the Spokane Airport Board. Although bids are quoted for national purchase, all purchases will be through local vendors. Clyde West Inc. of Spokane will be the vendor for this purchase. The vendor has been able to hold pricing at 2011 levels.

Unit 428244 RE 16531

QTY	ITEM	TOTAL
1	VOLVO G946B motor grader w/options (see attached)	\$243,957.00
OPTIONS		
1	Service Manual	\$183.00
1	Extended warranty 4 year/4,000 hour	\$6,857.00
1	Freight to Clyde/West Spokane and PDI	\$8,778.00
1	Special discount	\$(26,535.00)
SUB-TOTAL		\$233,240.00
Sales tax		\$20,291.88
GRAND TOTAL		\$253,351.88

cc: Shane Thornton

 Agenda Sheet for City Council Meeting of* 02/25/2013 Status: SUBMITTED TO AGENDA		Date Rec'd (Clerk use only) 02/13/2013 Clerk's File # OPR 2013-0127 Renews # Cross Ref # Project # Bid # Requisition #
Submitting Dept*: ACCOUNTING		
Contact Name & Phone*: JASON FAULKNER 625-6068		
Contact E-Mail*: JFAULKNER@SPOKANECITY.ORG		
Add'l Docs Attached? <input type="checkbox"/> Contract Item		
Agenda Item Name: Begin with Dept # 5600-COLLECTION SERVICES CONTRACT Agenda Wording*: (28 character max) <input type="checkbox"/> Additional attached? Authorization to enter into an agreement with Chapman Financial Services of WA, Inc. for collection services of overdue accounts for two-years with the option to extend for three (3) additional one-year contract periods.		
Summary (Background)*: (203 character max.) <input type="checkbox"/> Additional attached? The current contract for collection services with Automated Accounts, Inc. expired in January 2013. Staff went through an extensive RFP process, with nine companies submitting proposals, and recommends that Chapman Financial Services of WA, Inc. is awarded the contract for the respective term.		
Fiscal Impact Budget Account <input type="checkbox"/> Additional attached?		
Neutral \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
Approvals		Council Notifications (Date) <input type="checkbox"/> None
Dept Head: DOLAN, PAM	Study Session	
Division Director: DUNIVANT, TIMOTHY	Other	02/13/2013
Finance: LESESNE, MICHELE	Distribution List (Emails preferred) <input type="checkbox"/> Additional?	
Legal: BURNS, BARBARA	tchapman@chapmanfs.com	
For the Mayor: SANDERS, THERESA	GSmith@chapmanfs.com	
Additional Approvals		
Purchasing		
Select Dept 1		
Select Dept 2		
Select Dept 3		

Save Cancel View Related Documents

COLLECTION AGENCY AGREEMENT

THIS AGREEMENT is between the CITY, OF SPOKANE, a Washington State municipal corporation, as "City," and CHAPMAN FINANCIAL SERVICES OF WA, INC., whose address is 1424 North Argonne Road, Spokane Valley, Washington 99214, as "Agency."

The parties agree as follows:

1. DESCRIPTION OF WORK. The Agency shall provide COLLECTION AGENCY SERVICES, in accordance with the Agency's proposal dated December 1, 2012.
2. CONTRACT DOCUMENTS. This contract, the City's Request for Proposals and the Agency's proposal to the Request for Proposals constitute the contract documents.
3. ASSIGNMENT. The City hereby assigns to the Agency and the Agency hereby agrees to accept various overdue accounts for collection effort. The types and amounts shall be at the City's sole discretion.
4. CONTRACT TERM. The agreement shall begin on February 1, 2013, and continue in force through January 30, 2015, unless terminated sooner. The agreement may be extended for three (3) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years.
5. COLLECTION PRACTICES.
 - A. The Agency shall actively pursue collection of the City's accounts through proper and lawful means without regard to the amount of the account.
 - B. The Agency shall not, under any circumstance, use threats, intimidation or harassment of debtors in the collection of accounts or violate any guidelines of the Fair Debt Collection Practices Act.
 - C. In its performance of this agreement, the Agency shall comply with all applicable federal, state and local laws, regulations and executive orders that are incorporated by reference into this agreement.
 - D. Before initiating any legal action, the Agency shall make written request to the City, and receive in return, written permission from the City's Chief Financial Officer.
 - E. Before accepting any compromise settlements, the Agency shall make written

request to the City by e-mail, facsimile, or written form, and receive in return, written permission from the City's Chief Financial Officer.

- F. The Agency shall not, under any circumstance, charge or attempt to collect any additional sum over and beyond the original amount of the referred account plus statutory interest and fees without the express written consent of the City.
- G. The Agency shall observe a thirty (30) day waiting period between time of referral of account and time of notification to credit bureau(s) of the debtor's payment status and/or dispute.

6. REPORTS.

- A. Collection Statement. The Agency shall provide the City, on a monthly basis, a statement that lists all monies collected during the preceding calendar month. It shall clearly identify each account, show the total amount collected for each account, the date collected, and the amount deducted as the Agency's percentage.
- B. Assignment Acknowledgment. The Agency shall provide the City, on a weekly basis, a listing of all accounts assigned within that week. The listing shall be alphabetical by name.
- C. Account Inventory. The Agency shall provide a quarterly inventory listing all accounts assigned to the Agency. It shall clearly identify each account, show the date the account was assigned, the status of the account, the original amount placed for collection, payment made to date and balance owing. These same items shall also be totaled for the entire listing.
- D. Payment Ratio. The Agency shall, upon request, provide the City with an analysis of the accounts assigned to the Agency. The analysis shall show the recovery history in numbers, percentages, and dollars.

7. CANCELLATION OF ACCOUNTS. . Upon mutual agreement of the parties, the City may cancel any assigned account which has not previously been included in a collection lawsuit filed by the Agency. There will be no charge to the City for accounts that are canceled and returned at City's request.

8. RECORD INSPECTION. The Agency shall maintain for all accounts, ledger records which reflect the original balance, additional charges, and collections and the City shall have the right to inspect such records.

9. OBLIGATIONS OF THE CITY.

- A. The City agrees to provide the Agency with the most recent itemized billing statements showing or invoices showing the original charges, interest, any credits or adjustments, date(s) of service, payments, collection fees assessed by the City and

unpaid balances. The City further agrees to provide testimony in court as may be necessary.

- B. Prior to assignment, the City agrees to provide each debtor with the appropriate written notice set forth in R.C.W. 19.16.500(2) and will provide the Agency with a copy of the notice upon request.
- C. The City shall promptly notify the Agency of all direct payments. When possible, the City shall send the direct payment, if check or money order, directly to the Agency to post. When the direct payment is cash, the City shall notify the Agency, who will deduct its commission due from the next check (collection statement will reflect this) to the City.

10. PAYMENT. The Agency shall remit all required funds no later than the closest working day to the 10th of each month. These funds shall be delivered with a trust statement stating the commission split. Also, the Agency agrees that any payments not postmarked by the closest working day to the 10th of each month may be subject to a three percent (3%) late payment fee, or any payments not postmarked by the 20th will be subject to a ten percent (10%) late payment fee of the commissions due.

The Agency agrees that if a payment is made by check which is subsequently returned for insufficient funds, the returned check amount will become a debt of the Agency. The Agency shall not reverse the percentage paid to the City. The City shall run a negative payment trust for the Agency of any payments that are backed out and the City will bill the Agency at the end of each month for any money owed the City as a result of a NSF check.

11. INDEMNIFICATION AND RELATIONSHIP OF PARTIES. The Agency is an independent collection agency, licensed and bonded in the State of Washington, and is solely responsible for employment, acts and omissions, control, and direction of its employees, subcontractors and agents. The Agency shall indemnify, defend and hold the City harmless from any and all claims, demands or causes of action that may be asserted due to collection activities of the Agency on accounts referred by the City. The City shall indemnify, defend and hold the Agency harmless from any and all claims, demands, or causes of action that may be asserted due to any activities of the City or its employees or agents on accounts referred by the City.

12. COMPENSATION.

- A. Collection Fee. The Agency shall attach a fifty percent (50%) collection fee to the principal balance of the first \$100,000 of the account and up to thirty five percent (35%) of the unpaid debt over \$100,000 except for fines and other penalties awarded by court. No fee shall be charged for accounts not collected. All fees shall meet the provisions of RCW 19.16.500.

- B. Forwarding of Accounts. If an account is forwarded to another agency for collection the Agency shall attach fifty percent (50%) to the principal balance of the account. Upon receiving monies on the account the City will receive one hundred percent (100%) of the principal balance whether or not legal action is taken. Forwarding of accounts is at the discretion of the Agency.
- C. Interest. Any and all money received on the account from accrued interest after the assignment or date of referral collected by the Agency, shall be paid only to the Agency, with no monies accrued for interest to be paid to the City.
- D. Non-Sufficient Funds (NSF) Charges: The Agency shall collect the face value of the NSF charges. Upon receiving monies, the City will receive fifty percent (50%) of collected charges.

13. WAIVERS AND CONFLICTS OF LAW. No delay or failure of either party in exercising any right shall be considered a waiver of such right or any other right. This agreement shall be construed and enforced in accordance with the laws of the State of Washington.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

15. MODIFICATION. No modification of this agreement shall be valid unless made in writing and signed by both parties.

16. NOTICES. All notices required under this agreement shall be directed to:

City of Spokane
 Pam Dolan
 Accounting Director
 Fourth Floor, City Hall
 808 West Spokane Falls Boulevard
 Spokane, Washington 99201

Chapman Financial Services of WA, Inc.
 Todd Chapman
 Chapman Financial Services of WA, Inc.
 1424 North Argonne Road
 Spokane Valley, Washington 99214


17. INSURANCE. During the term of the contract, the Agency shall maintain in force at its own expense, the following insurance:

- A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;

Dated: 2/6/13

CHAPMAN FINANCIAL SERVICES
OF WA, INC.

E-mail address if available: gsmith@chapmanfs.com

By: 
Title: Operations Mgr

Approved as to form:

Assistant City Attorney

13-011



CHAPFIN-01

JSTUPPY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Coeur d' Alene Office PayneWest Insurance, Inc. 703 East Lakeside Ave. P.O. Box 430 Coeur D Alene, ID 83816	CONTACT NAME: PHONE (A/C, No, Ext): (208) 667-9406 FAX (A/C, No): (208) 664-6707 E-MAIL ADDRESS: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Chapman Financial Services, Inc. of Idaho P O Box 7100 Coeur d Alene, ID 83816-1940	INSURER A : American States Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		02CE2222541	6/17/2012	6/17/2013	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
	MED EXP (Any one person)						\$ 10,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		02CE2222541	6/17/2012	6/17/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (PER ACCIDENT)						\$	
							\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							
		N/A					WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance; Certificate Holder is Additional Insured per form CG7635(0207) and CA7110(0307) attached.

CERTIFICATE HOLDER City of Spokane Attn: Pam Dolan, Acctg Dir, 4th Floor, City Hall 808 W Spokane Falls Blvd Spokane, WA 99201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kenneth R Koep</i>
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Spokane
Attn: Pam Dolan, Accounting Director
Fourth Floor, City Hall
808 W Spokane Falls Blvd
Spokane, WA 99201

ADDITIONAL INSURED BY WRITTEN
CONTRACT, AGREEMENT OR PERMIT, OR
SCHEDULE

The following paragraph is added to WHO IS AN
INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
 - a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
 - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
 - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
 - (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

(6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "Your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section 0000) is replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to anyone premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED - MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B - BAIL BONDS - TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

EMPLOYEES AS INSUREDS - HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

EXTENDED DEFINITION OF BODILY INJURY

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

AGGREGATE LIMITS OF INSURANCE - PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE

Under paragraph C. — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

BLANKET ADDITIONAL INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
 - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
 - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
 - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
 - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
 - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
- (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

AIRBAG COVERAGE

Under paragraph B. — EXCLUSIONS of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COVERAGE, if two or more "company" policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or

- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

GLASS REPAIR — WAIVER OF DEDUCTIBLE

Under paragraph D. — DEDUCTIBLE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. — DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS — of SECTION IV — BUSINESS AUTO CONDITIONS that you must notify us of an

"accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under Section IV — Business Conditions, Paragraph B.7.b.e(1) is replaced by the following:

- (1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit,

deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on

Rental Reimbursement Coverage Form
CA 99 23.

the manufacturer for the installation of a radio.

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.

However, this does not include tapes, records or discs.
3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. permanently installed in the opening of the dash or console normally used by

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
 - c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

SECTION V — DEFINITIONS is amended by adding the following:

- Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/12/2013
Clerk's File #	OPR 2006-0976
Renews #	
Cross Ref #	ORDC33751
Project #	
Bid #	
Requisition #	CR13219

Submitting Dept	COMMUNICATIONS
Contact Name/Phone	MARLENE FEIST X6740
Contact E-Mail	MFEIST@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0330-PEG GRANT FOR COMMUNITY ACCESS CABLE TV

Agenda Wording

This contract amendment to OPR 2006-0976, which designated Community-Minded Enterprises (CME) as the operator for Spokane's community-access cable channel, sets CME's 2013 capital equipment grant at \$88,000.

Summary (Background)

The City cable franchise with Comcast requires Comcast to pay a 50 cent/subscriber/month fee to the City for capital needs for public, governmental, and educational cable programming (PEG). The public programming is produced by CME through its operation of a community access channel. The contract amendment would enable CMTV to access a grant of \$88,000 from the PEG fee restricted fund for that purpose. These funds were included in the 2013 budget and can't be used for other purposes.

Fiscal Impact

Expense	\$ 88,000
Select	\$
Select	\$
Select	\$

Budget Account

#	1940-37330-28800-54201-99999
#	
#	
#	

Approvals

Dept Head	FEIST, MARLENE
Division Director	
Finance	LESESNE, MICHELE
Legal	
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	mfeist@spokanecity.org
	nancyb@community-minded.org
	jdelay@spokanecity.org
	tszambelan@spokanecity.org
	jfaulkner@spokanecity.org
	mlesesne@spokanecity.org

Additional Approvals

Purchasing	

AMENDMENT NO. 7 TO CME CABLE CHANNEL AGREEMENT

THIS AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and COMMUNITY-MINDED ENTERPRISES, whose address is 25 West Main Avenue, Suite 310, Spokane, Washington 99201, as "CME."

WHEREAS, the City has previously entered into an agreement dated February 7, 2007, with Community Minded Enterprises (CME), a not for profit corporation organized under the laws of the State of Washington, wherein the City provided certain capital grant funds from "PEG" fees from the City's cable franchise (C-33571), together with limited operational support; and

WHEREAS, CME agreed to provide community programming on the cable channel designated for that purpose; and

WHEREAS, the agreement has been amended in the first quarter of 2008, 2009, 2010, 2011, and 2012 to provide additional capital funding from PEG fees; and

WHEREAS, City staff has proposed and CME has accepted capital grant funding for 2013 needs from Comcast PEG monies in the amount of \$88,000, with the grant not involving funds other than PEG fees dedicated to such purposes under the Comcast franchise; and

WHEREAS, CME has agreed to continue to provide community access cable programming and the continued operation of CME as Community Channel Manager is in the public interest; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The agreement dated February 6, 2007, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. AMENDMENT. Section 3 of the agreement is amended to include the following:

2013 CAPITAL FUNDING. Subject to applicable Franchise requirements as provided in the cable franchise between the City and the Comcast cable company (C-33571) for PEG Fee source expenditures, the City

agrees to pay CME from the "PEG Fee" resource identified in Section 19 J of the franchise, a grant of EIGHTY EIGHT THOUSAND AND NO/100THS DOLLARS (\$88,000.00) for capital expenditures for the calendar year 2012.

- A. CME agrees to continue to present community programming on the cable channel designated for this purpose and represents to the City that it has adequate operational funding and other resources necessary to accomplish this function.
- B. CME understands its obligation to be sure that all expenditures of PEG fee grant monies are consistent with any Comcast franchise restrictions for use of said monies. CME shall furnish Comcast with reasonable proof, upon request, that its use meets cable franchise requirements. In the event CME cannot do so to Comcast's satisfaction, CME is responsible to reimburse the City any reduction in PEG funding obligations by Comcast under Section 19 J (4). CME further agrees to indemnify and hold harmless the City from any other loss or liability for failure to the City from failure to satisfy Comcast.
- C. This is a grant from PEG fee resources only. Under no circumstances shall the City be independently liable to CME for payment of any sums under this amendment, directly or indirectly by way of reduction of other monies due and payable by Comcast.

3. EFFECTIVE DATE. This agreement amendment shall become effective upon date given below, upon approval of the Spokane City Council and execution by all parties.

Dated: _____

CITY OF SPOKANE

By: _____

Mayor

Attest: _____

City Clerk

Approved as to form:

Assistant City Attorney

Dated: _____

COMMUNITY-MINDED
ENTERPRISES

City of Spokane Business
License No. T11092723BUS

Email Address:

By: _____
Title: _____

**Agenda Sheet for City Council Meeting of:**

02/25/2013

Date Rec'd	2/12/2013
Clerk's File #	OPR 2013-0128
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	SPOKANE REGIONAL SOLID WASTE SYSTEM
Contact Name/Phone	RUSS MENKE 625-6524
Contact E-Mail	RMENKE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 CONTRACT WITH WASTE MANAGEMENT OF WA AND PACIFIC STEEL & RECYCLING

Agenda Wording

Contract with Pacific Steel & Recycling (Spokane) and Waste Management of Washington, Inc. (Spokane) for processing and marketing of recyclables from recycling centers from January 1, 2013 through December 31, 2014--estimated annual revenue \$150,00

Summary (Background)

The contract includes processing and marketing of cardboard, newspaper, magazines and catalogs, steel cans, aluminum cans, PETE and HDPE plastic bottles and jars, mixed plastics and mixed paper. The contract is for two years with the option for three (3) one (1) year extensions with the total contract period not to exceed five (5) years. Pacific Steel and Recycling and Waste Management of Washington, Inc. jointly hold the current contract. They were the only respondents to the recent RFP.

Fiscal Impact

Revenue	\$ 150,000.00
Select	\$
Select	\$
Select	\$

Budget Account

#	4490-44110-37079-36911
#	
#	
#	

Approvals

Dept Head	MENKE, RUSS
Division Director	ROMERO, RICK
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	Public Wks Cmte 12/10/12
Other	
Distribution List	
	ttauscher@spokanecity.org
	jshaw@spokanecity.org
	stresko@spokanecity.org

Additional Approvals

Purchasing	

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and WASTE MANAGEMENT OF WASHINGTON, INC., whose address is 720 - 4TH Avenue, Suite 400, Kirkland, Washington 98033 and PACIFIC HIDE & FUR DEPOT, INC. dba PACIFIC STEEL & RECYCLING, whose address is 1114 North Ralph Street, Spokane, Washington 99202, both known as "Firms" and individually a "Firm".

The parties agree as follows:

1. PERFORMANCE. The Firms shall jointly provide the City with the following services described as PROCESSING AND MARKETING OF RECYCLABLE MATERIALS. For the term of the Contract, the Firms shall be the exclusive providers of services for PROCESSING AND MARKETING OF RECYCLABLE MATERIALS, to include:

A. General Scope of Service. Materials Collected will be collected by the City and delivered as described by material groups underlined and described below.

Newspaper, including all types of magazines, catalogs, and telephone books. Magazines may be delivered in a separate container but are to be included with the newspaper tonnage. Material may be loose or stacked in Kraft grocery bags.

Corrugated cardboard, including Kraft bags. Corrugated cardboard may be loose. Kraft bags may also be included.

Mixed Paper, including newspapers and inserts, corrugated cardboard, cereal & other un-coated non-corrugated boxes, telephone books, computer & office paper, paperback books, unwanted mail, magazines, catalogs, and all other clean, dry, uncoated paper.

Aluminum cans. Cans may be unflattened and labels will be present.

Steel cans. Cans may be unflattened and labels will be present.

Code 1 plastics (PETE) bottles and jars. Labels, base cups, and lids will be present.

Code 2 plastics (HDPE) natural and colored bottles and jars. Labels and lids will be present.

Mixed Plastic, including Code 1 – 7 containers, including bottles, jars, jugs, tubs, trays, clamshells, cups, buckets, nursery pots and trays, and pill containers, 4 ounces and larger, excluding bags and film, and expanded polystyrene. Labels and lids may be present.

B. Firms' Responsibilities.

- 1) Procurement of all equipment and assumption of all start-up, operation, and maintenance costs for processing and necessary storage and transportation.
- 2) Supervision and labor to perform all processing and marketing tasks.
- 3) Provision of proper safety equipment and worker's compensation insurance for Workers.
- 4) Provision and maintenance of a processing facility, yard, and all utilities, capable of housing equipment to process scrap metal materials.
- 5) Marketing of all collected materials.
- 6) Maintain full and complete accounting records, prepared in accordance with generally accepted accounting principles. The City may require an audit of the Firms' books and records at any reasonable time.
- 7) Maintain certification of scales by the State of Washington Weights and Measures Program.

C. City's Responsibilities.

- 1) Collection of Materials Collected from residences.
- 2) Delivery of Materials Collected to Firms.
- 3) Overall project administration.
- 4) All monitoring and statistical evaluation of the collection and processing operations with the cooperation of the Firms.
- 5) Perform all publicity and educational functions related to program sponsored by the City.

D. Composition of Materials Collected. In the event the City delivers materials to the either of the Firms other than Materials Collected, the affected Firm shall notify the City and City and Firm shall negotiate a revenue share for such materials.

E. Specifications. Materials Collected and accepted by the Firms are as set forth in

Section 1A hereof. Materials Collected and accepted by the Firms specifically exclude any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with the City at all times. Title to Materials Collected and delivered by the City to the Firms is transferred to the Firms upon delivery to the Firms unless otherwise provided in this Contract or applicable law.

2. DOCUMENTS. This contract, the request for proposals, and the Firms' proposal constitute the contract documents. In the event of conflict, the documents control in the order listed above.
3. CONTRACT TERM. The contract shall begin on or about January 1, 2013 and end on December 31, 2014, unless terminated earlier. The contract may be renewed by mutual written agreement of the parties for three (3) additional one (1) year terms.
4. ADMINISTRATION.
 - A. This contract will be administered by the Spokane Regional Solid Waste System. The Recycling Coordinator will be the Firms' contact with City officials.
 - B. The Firms will each designate a contract representative who will be available during normal City business hours to handle any problems or complaints associated with the implementation of this contract which are communicated by the designated City representative.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ASSIGNMENTS. This contract is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
7. AMENDMENTS. This contract may be amended at any time by mutual written agreement.
8. LIABILITY. The Firms shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firms' negligence or breach of its obligations under the contract. The Firms' duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firms' duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firms, its officers and employees shall apply only to the extent of the negligence of the Firms, its officers and

employees. The Firms' duty to indemnify shall survive termination or expiration of the contract. The Firms waive, with respect to the City only, their immunity under Title 51 RCW, Industrial Insurance.

9. **NONDISCRIMINATION**. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

10. **INSURANCE**. During the term of the contract, the Firms shall each maintain in force at their own expense, the following insurance:

- A. Workers' Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$2,000,000 each occurrence and \$5,000,000 aggregate for Bodily Injury and Property Damage. It shall include at least Independent Contractors, Products and Completed Operations, Contractual Liability and Personal Injury Liability for the indemnity provided under the contract. It shall provide that City and County, their agents, officers and employees are Additional Insureds but only with respect to the Firms' services to be provided under this contract. The City reserves the right to obtain a copy of the policy endorsement naming it as an additional insured;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles; and
- D. Pollution Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. Pollution Liability covers sums the Firm is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage.

There shall be no cancellation or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Firms or their insurer(s) to the City. As evidence of the insurance coverages required by this contract, the Firms shall each furnish acceptable insurance certificates to the City at the time the Firms return the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements. Insuring companies or entities are subject to

City acceptance. The Firms shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. DELIVERY. Materials received at the City's transfer stations and the Waste-to-Energy Facility shall be delivered to the Firms' facilities from twenty (20) to forty (40) yard roll-off containers which dump from the rear. The Firms shall provide the City trucks good access to the facilities and quick turn around time. The City requires minimum access hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, plus access on the Saturday following major holidays.

12. PAYMENTS AND RECORDS. The Firms will provide a scale-printed weight slip for each total load at the time of delivery. The weight slips shall account for the type and quantity of materials described in Section 1, part A, as well as the type and quantity of any other materials in the delivery load. Any material not included in Section 1, part A must be clearly written on the weight slip by type and weight, and corroborated by the City driver with his/her initials. A copy of the weight slips for individual materials in each load will be retained by the Firms and submitted with the monthly payment. Firms shall issue a check, payable to the City of Spokane, for materials delivered by the City by the fifteenth (15th) of the following month based on tons delivered. With each payment the Firms shall include a tabulation of the quantities of each material received and index prices on which payment is based.

13. REVENUES. The Firms shall pay the City for the materials delivered in accordance with the attached Appendix A.

14. PROCESSING SYSTEM.

- A. The processing system shall be capable of accepting scrap materials and processing them to the degree necessary to be marketable at reasonable prices.
- B. The system shall have sufficient capacity to receive and process within one (1) week all materials collected in one (1) week.
- C. The system shall have the flexibility to receive all materials collected in the program(s). Materials collected would not change without prior notification.
- D. The system shall have sufficient capacity to receive and off-load City trucks within fifteen (15) minutes or less.
- E. The Firms will be required to have all commodity stations available for dumping at the same time rather than having one truck finish unloading before another can start.
- F. The processing facility shall be located in an area zoned for this type of activity; and the Firms shall acquire all necessary permits.

- G. The processing facility shall be in compliance with all applicable laws and codes.
- H. The Firms will be required to acquire all the necessary operating permits and licenses.

15. REPORTING REQUIREMENTS. The Firms will be required to keep records and submit reports to comply with City reporting requirements. These reports will serve as a means to apprise City staff of the status of recycling activities. The Firms will also be required to provide weight receipts for all materials delivered each trip by the City program. Weights must be obtained for certified scales.

The Firms shall submit monthly project reports for the length of the contract period.

These reports shall be due on the fifteenth (15th) of the month. At a minimum, the reports shall include:

- A. Summaries of tonnages of all City materials received by the Firms under this contract.
- B. Summaries of tonnages of all City materials sold or delivered by the Firms and to whom, by material.
- C. Current price index for each material.
- D. Discussion of problems and noteworthy experiences in program operation.

16. FORCE MAJEURE. In the event a party shall be prevented from performing its obligations hereunder due to governmental or administrative prohibitions, acts of God, acts of public enemy, riot, accidents, weather conditions, delivery interruptions or other causes which are beyond the reasonable control of the party, said party so prevented despite making all reasonable efforts to overcome such event shall, upon notice to the other party, be thereafter released from its obligations hereunder for so long as such causes continue. The obligations of either party shall resume as soon as the cause for the delay or failure ceases, If a party is unable to perform its obligations hereunder as a result of a force majeure event for a period of ninety (90) consecutive days, the other party may, at its option and without liability, terminate this Agreement upon providing written notice to the party affected by the force majeure event.

17. WAIVER. No delay or omission in the exercise of any right or remedy hereunder shall impair such right or remedy or be construed to be a waiver of or acquiescence in any default.

18. ENTIRE AGREEMENT; MODIFICATIONS. This Contract, the request for proposals and the Firms' proposals contain the entire agreement and understanding between the parties and supersede any prior agreements, understandings, or discussions between the parties.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest: _____

City Clerk

Dated: _____

WASTE MANAGEMENT OF
WASHINGTON, INC.

E-Mail address, if available: _____

City of Spokane Business License No. ____

By: _____

Title: _____

DRAFT

Dated: _____

PACIFIC STEEL & RECYCLING

E-Mail address, if available: _____

City of Spokane Business License No. ____

By: _____

Title: _____

Approved as to form:

Assistant City Attorney

Attachment which is a
part of this contract:

Attachment A - Pricing

DRAFT

12-307

Attachment A. Pricing

Revenue and processing fees will be based on the following formula:

Each of the Firms will pay the City eighty percent (80%) of the respective Index price minus a processing fee of fifty-two dollars (\$52.00) per ton on each delivered ton. It is understood that if the Index price on any material is negative, a zero floor price will be recognized (i.e. the Index price is limited to a minimum of zero dollars (\$0.00) per ton.) All nonrecyclable residue shall be disposed at Spokane Regional Solid Waste facilities. The Firms are responsible for payment of refuse tipping fees.

With each recycling revenue payment, the Firms shall include a report showing the total quantity by weight, the index price, contract price and total commodity revenue for each of the Materials Collected received and on which payment is based. A copy of the applicable published index will be included for each of the Materials Collected.

Each Firm shall issue a check by the fifteenth (15th) of the following month, payable to the City of Spokane – Spokane Regional Solid Waste System for the Materials Collected and delivered by the Spokane Regional Solid Waste System based on tons delivered. Nonpayment of moneys owed may result in immediate cancellation of the contract.

Material Collected	Publication	Index	Market Commodity	80% Revenue of Index price (zero floor minimum on each index price) less \$52/ton
Cardboard	OBM ¹	PNW High	OCC	80% - 52/ton
Newspaper	OBM	PNW High	News (8)	80% - 52/ton
Magazines	OBM	PNW High	News (8)	80% - 52/ton
Mixed Paper	OBM	PNW High	MIX Paper #1	80% - 52/ton
Aluminum Cans	SMP ²	Last PNW Region	UBC Sorted Baled	80% - 52/ton
Steel Cans	SMP	Last WK National Avg	Steel Sorted and Densified	80% - 52/ton
PETE	SMP	Last WK PNW Region	PET Baled	80% - 52/ton
HDPE	SMP	Last WK PNW Region	HDPE Color Baled	80% - 52/ton
Mixed Plastics	SMP	Last WK PNW Region	Commingled 1-7 Baled	80% - 52/ton
Glass	The City will collect and market glass outside of this contract.			

¹ Official Board Markets. OBM publication was integrated into RISI's PPI Pulp and Paper Week news and reporting service October 5, 2012.

² Waste & Recycling News Secondary Materials Pricing.

BRIEFING PAPER
Public Works Committee
Spokane Regional Solid Waste System (SRSWS)
November 26, 2012

Subject

Joint contract with Pacific Steel and Recycling and Waste Management of Washington, Inc. for the processing and marketing of recyclable materials from Spokane Regional Solid Waste System Recycling Areas. Contract term January 1, 2013 to December 31, 2014.

Background

The contract includes processing and marketing of cardboard, newspaper, magazines and catalogs, steel cans, aluminum cans, PETE and HDPE plastic bottles and jars, mixed plastics and mixed paper. The contract is for two years with the option for three (3) one (1) year extensions with the total contract period not to exceed five (5) years.

Pacific Steel and Recycling and Waste Management of Washington, Inc. jointly hold the current contract. They were the only respondents to the recent RFP.

Impact

Diverting recyclable material from disposal provides beneficial impacts of conserving resources, conserving disposal capacity, and offsetting waste reduction and recycling program costs. Diversion from disposal from SRSWS recycling areas under the previous contract has averaged approximately 2,000 tons of material annually.

Action

Recommend approval.

Funding

This contract has historically produced net revenue to the City. However, downturns in global economies have had a significant negative impact on recycling markets. The proposed contractors continue to have success marketing material, though at a lower commodity value than previous years. Annual estimated revenue is expected to be positive, at approximately \$100,000 – \$150,000, depending on market conditions. In addition, residents will save over \$214,000 annually in avoided disposal cost.

**Agenda Sheet for City Council Meeting of:**

02/25/2013

Date Rec'd	2/12/2013
Clerk's File #	OPR 2013-0129
Renews #	
Cross Ref #	
Project #	
Bid #	RFP 3817-12
Requisition #	REVENUE

Submitting Dept	FINANCE
Contact Name/Phone	THEA PRINCE 625-6403
Contact E-Mail	TBRINCE@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	CITY WIDE POURING RIGHTS FOR BEVERAGE SERVICES

Agenda Wording

Authorization to enter into a Contract with Pepsi Bottling Group (Spokane Valley, WA) for exclusive pouring rights to offer beverage sales and sampling in various locations throughout the City of Spokane.

Summary (Background)

Responses were received on RFP #3817-12 on November 26, 2012 for the City of Spokane Pouring Rights for Beverage Services. Pepsi was the only response received. The evaluation committee reviewed Pepsi's response and has recommended award be made to Pepsi. Contract to begin February 25, 2013 through January 30, 2018. This covers soda machines at City Hall and other City Locations.

Fiscal Impact

Revenue	\$ 2,500.00
Select	\$
Select	\$
Select	\$

Budget Account

#	0020-88100-99999-34171
#	
#	
#	

Approvals

Dept Head	DUNIVANT, TIMOTHY
Division Director	DUNIVANT, TIMOTHY
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	Park Board 1/22/13
Distribution List	
	Purchasing: tprince
	Taxes & Licenses
	Accounting: mlesesne

Additional Approvals

Purchasing	PRINCE, THEA

CONTRACT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, with offices at City Hall, 4th Floor, 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City") and BOTTLING GROUP, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Company Beverages Company, with an office at 11016 East Montgomery Drive, Suite #100, Spokane Valley, Washington 99205 ("Company").

The parties agree as follows:

1. PERFORMANCE. The City grants to the Company the exclusive VENDING RIGHTS FOR those CITY of SPOKANE locations as identified on Exhibit A ("Locations") and any other locations within the city jurisdiction as mutually agreed to between the parties, in accordance with the City's Request for Proposals and the Company's proposal dated November 28, 2012, and the Company's response, to include, but not limited to, the following provisions.

2. EXCLUSIVE RIGHTS. During the Term of this Agreement, the City agrees to permit only those carbonated soft drinks, isotonic, fruit juices, fruit drinks, ready-to-drink coffee, tea, energy drinks and sparkling and still waters (regular, flavored or fortified/enhanced) which are distributed by Company (the "**Products**") to be sold or otherwise served at the Locations. The Products shall be offered for resale only through Company identified Vending Machines (as defined herein). The City represents and warrants, and undertakes to ensure, that the Products shall be the exclusive non-alcoholic beverage products advertised, promoted, identified, offered for sale or otherwise made available at the Locations during the Term.

3. CONTRACT TERM. The contract shall begin February 1, 2013 and run through January 31, 2020 (the "Term"). Amendments extending the period of performance, if any, shall be at the mutual agreement of the parties. The parties reserve the right to extend the contract for one (1) additional three (3)-year period with the contract not to exceed ten (10) years, the Term is inclusive of the three (3)-year extension, if any.

4. FULL SERVICE VENDING.

A. Placement and Operation of Vending Machines.

Company shall have the right to install vending machines at the Locations throughout the Term of the Agreement (collectively, the "**Vending Machines**"). Actual placement of Vending Machines (type and number) shall be based on Company's determination of the City's reasonable needs and is subject to availability. Company shall have the right to replace or remove Vending Machines at

any time during the Term, as determined by Company, based on Company’s policies and standards regarding its Vending Machines, as such policies and standards are communicated to the City by Company from time to time. The Vending Machines, and all monies and Products located in the Vending Machines, shall at all times remain the sole property of Company or one of its affiliates.

B. Commissions.

In consideration of the rights granted by the City, Company agrees to pay to the City a commission, as a percentage of the actual cash (“**cash in bag**” or “**CIB**”) collected by the Company from the Vending Machines placed at the Locations, less any applicable sales tax, fees or deposits (“**Commissions**”). Such Commissions shall be at the rate set forth below (the “**Commission Rate**”) and shall be calculated as follows:

(CIB – applicable sales tax, fees/deposits) * Commission Rate = Commission due

COMMISSION SCHEDULE

Location/Product	Minimum Vend Price	Commission Rate*
12 oz. cans	\$0.60 - \$0.75	0%
12 oz. Cans	\$1.00	55%
20 oz carbonated soft drinks, Gatorade and Aquafina	\$1.00	0%
20 oz. Aquafina	\$1.10	25%
20 oz carbonated soft drinks and Gatorade	1.25	25%
20oz. SoBe LifeWater	\$1.50	0%
16 oz. Rockstar	\$1.75	0%
20oz. SoBe LifeWater	\$1.75	25%
16 oz. Rockstar	\$2.00	25%
20 oz. Carbonated Soft Drinks, Iced Tea and Aquafina	\$2.00	55%
20 oz. Gatorade, 15 oz. Ocean Spray and SoBe Elixir and SoBe Lifewater	\$2.50	55%
15 oz. Energy Beverages and 15 oz. Energy Coffee Beverages	\$3.00	45%

*Commission Rate stated above shall only apply to Products sold by Company through its Vending Machines at the beginning of the Term. If Company proposes any new products to the City during the Term, then Company shall have the right to apply a different Commission Rate and/or Minimum Vend Price for such new product.

(i) Commission Payment.

Commissions shall be remitted by the Company to the City within forty five (45) days of the end of each quarterly accounting period established by Company. Company shall make all pertinent revenue and sales records respecting the Vending Machines available to the City. The City agrees

that it is responsible for reviewing such records and that any claim or dispute relating to the Commissions must be brought by the City in writing within one (1) year of the date such Commissions payment is due.

(ii) Change to Commission Formula.

In addition to the above, the City agrees that Company shall have the right to change its formula/method for calculating Commissions at any time in its reasonable discretion provided that any such formula adjustments shall not result in a material change to the Commissions due with respect to the same sales of Products.

(iii) Vend Price.

The minimum vend price necessary for City to qualify for any Commissions is set forth above. Company shall have the absolute right, at its sole discretion, to change such vend prices as it deems appropriate in light of cost of goods increases or to otherwise stay reasonably competitive with applicable vending prices for similar accounts operating in the relative geography.

C. Risk of Loss; Vandalism.

Except as is reasonably attributable to the acts or omissions of the City's personnel or other contractors, Company shall bear the risk of loss to the Vending Machines and any Products or monies contained therein from theft or vandalism while the Vending Machines are placed at the Locations; provided, however, that in the event of repeated or significant theft, vandalism, destruction or loss, without limitation, Company shall specifically have the right to remove or move any Vending Machines.

D. The Company shall ensure all vending machines at a fill rate of fifty percent (50%). The Company will also input all special events into the system to create a fill order for vendors before the events are scheduled to start.

F. Washington State Department of Services For The Blind (DSB).

Upon request from the City, the following must be complied:

1. Ten percent (10%) of the commissions collected from any vendor (excluding FSV vending in the parks) will be paid to the Washington State Department of Services for the Blind per WAC 67-25-160(DSB). The Company will facilitate this payment on behalf of the City of Spokane.
2. The City's percentage of profit from vending machines will be calculated before the ten percent (10%) payment has been paid to Washington State Department of Services for the Blind.
3. Two (2) checks for profits of the vending machines shall be sent to the City; one for the Parks facilities and one to City of Spokane, Accounting Depart-

ment, Attn: Jason Faulkner, 808 W Spokane Falls Blvd, Spokane WA 99201 for any profits from machines not in the parks.

5. MAINTENANCE AND REPAIR.

- A. All Company equipment provided shall comply with all federal, state and local laws, City of Spokane policies, fire and safety codes and regulations, including USDA regulations as applicable. Power and solid surface will be provided by the City for any new vendor placement
- B. The Company shall be prompt at service calls to maintain the normal operation of the equipment and on an as needed basis, replace the equipment. The Company will take every step necessary to meet the required seven (7) day replacement time line.
- C. The City shall not itself, and shall not permit any other party to, repair, service, maintain, replace, relocate, move, remove, stock or access any Vending Machines. Company shall use its commercially reasonable efforts to keep the Vending Machines in good working order and condition at all times during the Term. Company shall have the exclusive right to repair, replace, refurbish, move or remove any specific Vending Machines, at its sole discretion. Notwithstanding the foregoing, The City agrees to use its best efforts to keep the Vending Machines in clean and sanitary condition, wholly free of all advertising and other materials, at all times. In addition, the City agrees to promptly notify Company of any need for repair or service, of any consumer complaints respecting the Vending Machines, and of any need or request for consumer refunds. The City further agrees to fully cooperate with Company in effecting any necessary repairs or service, or in addressing any consumer complaints received.

6. MARKETING AND PROMOTION ASSISTANCE. The Company shall assist the City at its best efforts to promote the marketing and sales of the beverages as, as indicated in the Company's proposal.

7. PAYMENT. The Company shall send its payments to the City of Spokane Accounting Department, Attn: Jason Faulkner, Fourth Floor - City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

8. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

9. ASSIGNMENTS. This Agreement is binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent.

10. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

11. AMENDMENTS. This Agreement may be amended at any time by mutual written contract.

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

13. TERMINATION. Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice.

14. RIGHTS UPON TERMINATION. Upon termination of this Agreement by either party, the City shall permit Company reasonable access to the Locations, free from any claims of trespass, for purposes of removing the Vending Machines and any other Company property at the Locations within thirty (30) days from termination of this Agreement. Until such time as all such Vending Machines and property are removed, the City's obligations with respect to care of the Vending Machines shall continue as set forth herein, and the City shall be responsible to Company for all costs and expenses associated with damaged Vending Machines or missing pieces/equipment, excepting reasonable wear and tear. Company shall use its best efforts to leave each equipment site in the condition in which it existed prior to placement of the Vending Machines, excepting reasonable wear and tear and any damage which may have occurred which was beyond the Company's reasonable control and/or anticipation.

The specification of the foregoing remedies is not intended to restrict the right of either party to pursue other remedies or damages if the other party has breached the terms of this Agreement.

15. INDEMNIFICATION. The Company shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of the Company, its officers, employees and subcontractors in connection with the performance of the Agreement, except to the extent of those claims arising from the negligence of the City, its officers and employees.

To the extent permitted by applicable law, the City will indemnify and hold Company, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the City (excluding claims arising out of Company's negligence or willful misconduct).

16. ENTIRE AGREEMENT; MODIFICATION; WAIVER. This Agreement contains the entire understanding and agreement between the parties regarding the placement of Vending Machines at the Locations and supersedes all other agreements between the parties respecting such. The provisions of this Agreement may only be amended, modified or waived by written amendment, signed by each of the parties.

17. REPRESENTATIONS AND WARRANTIES. Each of the parties to this Agreement represent and warrant that it has the full right, power and authority to enter into, and perform its obligations under, this Agreement and that the terms and conditions of this Agreement shall not violate, interfere with or infringe upon the rights of any third parties pursuant to written agreement or otherwise. Each party further represents that it has obtained all of the necessary approvals and has complied with all laws, ordinances, codes, rules and regulations relating to its entering into this Agreement and its performance hereunder.

19. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

20. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

21. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

22. INSURANCE. During the term of the Agreement, the Company shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement; and

- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City.

As evidence of the insurance coverages required by this Agreement, the Company shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements and the retention level, as well as policy limits. Insuring companies or entities must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided to the City. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

BOTTLING GROUP, LLC

E-Mail address, if available: _____

By: _____

Title: _____

Attachments that are a part of this Agreement:

Exhibit 1: City Locations

Exhibit 1

CITY LOCATIONS

City Hall Machines, 808 W. Spokane Falls Blvd. – Stacy Shewell – 625-6296

Water, 914 E. North Foothills Drive – Lynn Shupe – 625-7851

Police Academy, 2302 N. Waterworks St.– Jan Roys – 742-8122 or Sandy O’Conner – 742-8100

Police Property, 4010 E. Alki Ave. – Tom Bell – 625-4132

Solid Waste Management, 1225 E. Marietta Ave – Rachel Schoonover – 625-7886-

Fleet Services, 1410 N. Normandie St. – Margaret Phillips – 625-7779

Sewer, 909 E. Sprague Ave. – Nate Kujawa – 625-7930 or Janet Davey – 625-7934

Prosecutor’s Office, 909 W. Mallon Ave – Ellie Brown – 835-5989

SPOKANE FLEET UTILITIES GARAGE - 901 E Foothills – Kevin- 625-7888

Spokane Water Reclamation Facility, 4401 W Aubrey L White Parkway – Dawn Evans- 625-4657

WASH FACILITY, 2616 E Broadway – Steve- 625-7810



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/12/2013
Clerk's File #	OPR 2013-0130
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	TERI STRIPES 625-6597
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0780 MULTI-FAMILY - A COMPANY OF BROTHERS

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with A Company of Brothers, LLP for 12 townhome and apartment units located at 2832 South Garfield Street, Parcel Number 35294.1608.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. (See attached)

Fiscal Impact

Select	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

Dept Head	CHESNEY, SCOTT
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	sdecker@spokanecity.org
	mpiccolo@spokanecity.org
Additional Approvals	jquintrall@spokanecity.org
Purchasing	schesney@spokanecity.org
	tstripes@spokanecity.org
	mhughes@spokanecity.org

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and A Company of Brothers, LLP, as "Owner" whose address is 6710 East Camelback Road, Suite 100, Scottsdale, AZ 85251.

WITNESSETH:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

Lots 5 – 6, Block 7 except street, Cooks 4th Addition, Parcel Number(s)
35294.1608

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received.
3. The Owner intends to construct on the site, approximately 12 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.
4. The Owner commits to renting or selling at least twenty percent of the multifamily housing units constructed on the site as housing units affordable for low or moderate-income households as defined by SMC 8.15.090.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any

other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.


17. This Agreement is subject to the approval the City Council.

DATED this _____ day of _____, 2013

CITY OF SPOKANE

A COMPANY OF BROTHERS, LLP

By: _____
Mayor, David A. Condon

By:  _____
Its: AUSTIN J. WOLFE JR., ITS
MARVIN RAMOS

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2013.

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

Arizona
STATE OF WASHINGTON)
) ss.
Maricopa
County of Spokane)

On this 24th day of January, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared ALVIN J. WOLFE, JR., to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 24th day of January, 2013.

Jared Black

Notary Public in and for the State
of Washington, residing at Spokane SCOTSDALE, AZ
Arizona
My commission expires 9/11/2014





Agenda Sheet for City Council Meeting of:
02/25/2013

Date Rec'd	2/12/2013
Clerk's File #	OPR 2013-0131
Renews #	

Submitting Dept	PLANNING SERVICES	Cross Ref #	
Contact Name/Phone	TERI STRIPES 625-6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	00780 MULTI-FAMILY - MGD@GU		

Agenda Wording

Multiple Family Housing Property Tax Exemption Agreement with MGD@GU, LLC for 12 townhome and apartment units located at 722 North Superior Street, Parcel Number 35174.0219.

Summary (Background)

Chapter 84.14 RCW authorizes the City to create a multiple family housing property tax exemption program and to certify qualified property owners for that property tax exemption. The City Council enacted Ordinance No. C-32575, which provides for the property tax exemption program for multiple housing in residential targeted areas. Pursuant to Ordinance No. C-33079, the City Council expanded the residential targeted areas. (See attached)

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Approvals		Council Notifications	
<u>Dept Head</u>	CHESNEY, SCOTT	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	Distribution List	
<u>Legal</u>	BURNS, BARBARA	sdecker@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	mpiccolo@spokanecity.org	
<u>Additional Approvals</u>		jquintrall@spokanecity.org	
<u>Purchasing</u>		schesney@spokanecity.org	
		tstripes@spokanecity.org	
		mhughes@spokanecity.org	

MULTIPLE FAMILY HOUSING PROPERTY
TAX EXEMPTION AGREEMENT

THIS AGREEMENT is between the City of Spokane, a Washington State municipal corporation, as "City", and MGD@GU, LLC, as "Owner" whose address is 7110 North Cannon Court, Spokane, WA 99208.

WITNESSETH:

WHEREAS, The City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various residential targeted areas for the provision of a limited property tax exemption for new and rehabilitated multiple family residential housing; and

WHEREAS, The City has, through SMC Chapter 8.15, enacted a program whereby property owners may qualify for a Final Certificate of Tax Exemption which certifies to the Spokane County Assessor that the Owner is eligible to receive the multiple family housing property tax exemption; and

WHEREAS, The Owner is interested in receiving the multiple family property tax exemption for new multiple family residential housing units in a residential targeted area; and

WHEREAS, The Owner has submitted to the City a complete application form for no fewer than a total of four new multiple family permanent residential housing units to be constructed on property legally described as:

All Lots 1 through 5, Block 6 and vacated 12.5 foot strip north of and adjacent to said Lot 1, Dennis and Bradley's Addition, Parcel Number(s) 35174.0219

WHEREAS, The City has determined that the improvements will, if completed as proposed, satisfy the requirements for a Final Certificate of Tax Exemption; -- NOW, THEREFORE,

The City and the Owner do mutually agree as follows:

1. The City agrees to issue the Owner a Conditional Certificate of Acceptance of Tax Exemption subsequent to the City Council's approval of this agreement.
2. The project must comply with all applicable zoning requirements, land use requirements, design review recommendations and all building, fire, and housing code requirements contained in the Spokane Municipal Code at the time a complete application for a building permit is received.
3. The Owner intends to construct on the site, approximately 12 new multiple family residential housing units substantially as described in their application filed with and approved by the City. In no event shall such construction provide fewer than a total of four multiple family permanent residential housing units.
4. The Owner commits to renting or selling at least twenty percent of the multifamily housing units constructed on the site as housing units affordable for low or moderate-income households as defined by SMC 8.15.090.

5. The Owner agrees to complete construction of the agreed-upon improvements within three years from the date the City issues the Conditional Certificate of Acceptance of Tax Exemption or within any extension granted by the City.

6. The Owner agrees, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, to file with the City's Business & Development Services Department the following:

(a) a statement of the actual development cost of each multiple family housing unit, and the total expenditures made in the rehabilitation or construction of the entire property;

(b) a description of the completed work and a statement that the rehabilitation improvements or new construction of the Owner's property qualifies the property for the exemption;

(c) a statement that the project meets the affordable housing requirements, if applicable; and

(d) a statement that the work was completed within the required three-year period or any authorized extension of the issuance of the conditional certificate of tax exemption.

7. The City agrees, conditioned on the Owner's successful completion of the improvements in accordance with the terms of this Agreement and on the Owner's filing of the materials described in Paragraph 6 above, to file a Final Certificate of Tax Exemption with the Spokane County Assessor indicating that the Owner is qualified for the limited tax exemption under Chapter 84.14 RCW.

8. The Owner agrees, within 30 days following the first anniversary of the City's filing of the Final Certificate of Tax Exemption and each year thereafter for a period of twelve years, to file a declaration with the City's Business and Development Services Department, verified upon oath and indicating the following:

(a) a statement of occupancy and vacancy of the multiple family units during the previous year;

(b) a certification that the property has not changed use and, if applicable, that the property has been in compliance with the affordable housing requirements as described in SMC 8.15.090 since the date of the filing of the Final Certificate of Tax Exemption, and continues to be in compliance with this Agreement and the requirements of SMC Chapter 8.15; and

(c) a description of any improvements or changes to the property made after the filing of the final certificate or last declaration.

9. The parties acknowledge that the units are to be used and occupied for multifamily residential use. The parties further acknowledge that the certificate of occupancy issued by the City is for multifamily residential units. The Owner acknowledges and agrees that the units shall be used primarily for residential occupancy and any business activities shall only be incidental and ancillary to the residential occupancy.

10. If the Owner converts to another use any of the multiple family residential housing units constructed under this Agreement, or if applicable, if the owner intends to discontinue compliance with the affordable housing requirements as described in SMC 8.15.090 or any

other condition to exemption, the Owner shall notify the Spokane County Assessor and the City's Business and Development Services Department within 60 days of such change in use.

11. The Owner will have the right to assign its rights under this Agreement. The Owner agrees to notify the City promptly of any transfer of Owner's ownership interest in the Site or in the improvements made to the Site under this Agreement.

12. The City reserves the right to cancel the Final Certificate of Tax Exemption should the Owner, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or of SMC Chapter 8.15.

13. No modifications of this Agreement shall be made unless mutually agreed upon by the parties in writing.

14. The Owner acknowledges its awareness of the potential tax liability involved if and when the property ceases to be eligible for the incentive provided pursuant to this agreement. Such liability may include additional real property tax, penalties and interest imposed pursuant to RCW 84.14.110. The Owner further acknowledges its awareness and understanding of the process implemented by the Spokane County Assessor's Office for the appraisal and assessment of property taxes. The Owner agrees that the City is not responsible for the property value assessment imposed by Spokane County at any time during the exemption period.

15. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement, which can be given effect without the conflicting term or clause, and to this end, the terms of this Agreement are declared to be severable.

16. Nothing in this Agreement shall permit or be interpreted to permit either party to violate any provision of Chapter 84.14 RCW or SMC Chapter 8.15.

17. This Agreement is subject to the approval the City Council.

DATED this 25th day of January, 2013

CITY OF SPOKANE

MGD@GU, LLC

By: _____
Mayor, David A. Condon

By: [Signature]
Its: Member

Attest: _____

Approved as to form: _____

City Clerk

Assistant City Attorney

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID A. CONDON and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2013.

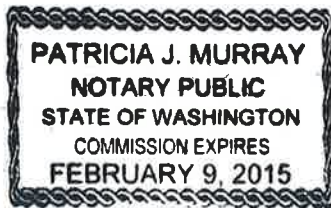
Notary Public in and for the State
of Washington, residing at Spokane

My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 25th day of January, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared David J Birge, to me known to be the person who executed the within and foregoing instrument, and acknowledged the said instrument to be his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 25th day of January, 2013.



Patricia J Murray

Notary Public in and for the State
of Washington, residing at Spokane

My commission expires 2/9/15



Agenda Sheet for City Council Meeting of:
02/25/2013

Date Rec'd	2/12/2013
Clerk's File #	OPR 2013-0132
Renews #	

Submitting Dept	PLANNING SERVICES	Cross Ref #	
Contact Name/Phone	TERI STRIPES 625-6597	Project #	
Contact E-Mail	TSTRIPES@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0650-INTERLOCAL OPERATING AGREEMENT		

Agenda Wording

Northeast Public Development Authority (NEPDA) update on the interlocal/ Operating Agreement contract and referenced work plan.

Summary (Background)

The Mayor and City Council established the Northeast Development Advisory Board (NEDAB) and Stakeholder Leaders in October 2010 to assist the City in implementing its target area development strategies. Fourteen board members were appointed soon after. The City created by ordinance (C-34813) the Northeast Public Development Authority, December 12, 2011.

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	CHESNEY, SCOTT	Study Session	
Division Director	QUINTRALL, JAN	Other	PCED 1/28/13
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	tstripes@spokanecity.org	

Additional Approvals	
Purchasing	

City of Spokane Briefing Paper
Planning & Development Services
January 28, 2013

Subject

Northeast Public Development Authority (NEPDA) update on the interlocal/operating agreement contract and referenced work plan that will be coming forward for Council approval

Background

Mayor and City Council established northeast Development Advisory Board (NEDAB) and Stakeholder Leaders in October 2010 to assist the City in implementing its target area development strategies. Fourteen board members were appointed soon after.

City of Spokane created by ordinance (C-34813) the Northeast Public Development Authority, December 12, 2011.

In 2012, the NEDAB and Stakeholder Leaders worked with a consultant to create a vision, mission statement, guiding principles and action strategies for the NEPDA. This strategy document was created with the guidance and assistance of many from the greater Hillyard community and the foundational work they have done - including the award winning GHNEPA Neighborhood Plan completed in 2010.

In October 2012, the NEPDA board members were appointed and entrusted with the implementation of the action strategies.

- The Action Strategy maps out the role for NEPDA as it enters the start-up phase (6-9 months) and in the near-term (10-24 months). A Public Development Authority ("PDA") acts as a market catalyst, creating and enhancing development opportunities. Actions included in this Strategy address two main objectives: Building organizational capacity and Setting the stage for area economic development.

In January 2013, the NEPDA board approved moving forward with the attached interlocal/operating agreement.

Recommendations

Approval of the Interlocal/Operating Agreement Contract between the City and the Northeast Public Development Authority (NEPDA) board of directors.

This agreement assures that everyone is moving forward with the same expectations and everyone understands the next steps of the NEPDA. The interlocal/operating agreement defines the who, what, when and where along with defining the City's support and authority's parameters and work to be accomplished during this year.

**AN INTERLOCAL OPERATING AGREEMENT BETWEEN
THE CITY OF SPOKANE, WASHINGTON, AND
THE NORTHEAST PUBLIC DEVELOPMENT AUTHORITY**

This agreement between the City of Spokane, Washington ("City"), a Washington State municipal corporation, and the Northeast Public Development Authority ("Authority"), a public corporation created pursuant to chapter 35.21 RCW, is dated this ____ day of _____, 2012.

WHEREAS, the City of Spokane is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington; and

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function; and

WHEREAS, the City Council approved Ordinance No. C-34813 on December 12, 2011, creating the Northeast Public Development Authority, authorized its charter and bylaws and established its Board of Directors to govern the affairs of the Authority; and

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, the Ordinance approved the Charter ("Charter") and Bylaws of the Authority as a public corporation formed by the City primarily to assist in redeveloping real property in and around the Focus Area, by acquiring, managing, and disposing of real property, securing financing, undertaking or providing for redevelopment, and entering into agreements with developers proposing to develop projects within the Focus Area; and

WHEREAS, the Focus Area of the Authority is generally bounded by the city limits to the north and east, the Market/Haven couplet to the west, and Garland Avenue to the south and encompasses approximately 800 acres; and

WHEREAS, the Vision Statement of the Authority is, "The Northeast is home to an array of commercial and industrial businesses that provide quality employment and economic opportunity to residents in the region, and quality housing for area workers;" and

WHEREAS, the Mission Statement of the Authority is, "NEPDA invests in community outreach, infrastructure, economic development partnerships, and land development to create business and job opportunities within the Northeast Development target area;" and

WHEREAS, the Guiding Principles of the Authority are to: undertake critical projects that would not occur without NEPDA's involvement; build on past work to integrate the area with the Hillyard Neighborhood and improve economic opportunity for residents; allow markets to work, whenever possible; replace blight with sustainable jobs; promote public participation; and, minimize impacts on taxing entities;" and

WHEREAS, the City (1) desires that the Authority be authorized to manage certain real property within the Focus Area owned by the City, and (2) agrees, as set forth herein, to provide support to the Authority to accomplish the objectives of its Charter and the current Work Program; and

WHEREAS, the City and the Authority recognize that, during the term of this agreement, the Authority may facilitate redevelopment of the properties in the Focus Area identified as opportunity sites consistent with the Development Strategy. Functions that may be continued or assigned to the Authority include, but are not limited to, management of certain Focus Area properties that remain in public ownership, operation and maintenance of certain facilities, and provision of services and activities all in a manner that will enable the Authority to operate on a self-sustaining basis; and

WHEREAS, the Northeast Development Advisory Board and Stakeholder Leaders created the Authority's Action Strategy for Northeast Spokane ("Action Strategy") with guidance and assistance from the greater Hillyard community, which strategy builds upon foundational work of such entities, including the award-winning Greater Hillyard Northeast Planning Alliance Neighborhood Plan completed in 2010; and

WHEREAS, the Action Strategy maps out the role for the Authority as it enters the start-up (6-9 months) and near-term (10-24 months) phases pursuing two main objectives: building organizational capacity and setting the stage for area economic development; and

WHEREAS, to ensure that the Authority facilitates redevelopment in a manner consistent with the Action Strategy and Development Strategy, that the Authority manages property in accordance with agreed standards, and that the Parties continue to work together efficiently, effectively and in close communication, the Parties desire to set forth objectives, standards and decision-making processes for accomplishing these joint goals; and

WHEREAS, in creating the Authority, the City recognizes that while it has limited control over the Authority, the City did not relieve itself of oversight responsibility. By statute, the City must oversee and control the Authority's operations and funds in order to correct any deficiency and to assure that the purposes of each project are reasonably accomplished, and the City is responsible to further specify the level of autonomy, oversight, accountability, and control over the Authority in its contracts;

NOW, THEREFORE, the parties have entered into this agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act.

Section 1. Purpose

The purpose of this agreement is to establish the relationship between the City and Authority through an operating agreement which may be amended administratively from time to time to further the purposes for which the Authority was established or to comply with applicable law.

Section 2. General Principles and Objectives

2.1 The Parties agree to the following general principles and objectives, which guide and inform activities to be taken hereunder.

2.2 The Focus Area of the Authority is generally bounded by the city limits to the north and east, the Market/Haven couplet to the west, and Garland Avenue to the south.

2.3 Parties recognize that multiple parties have previously undertaken a planning process to the redevelop the property within the Focus Area and wish to implement and build upon such earlier work. Parties agree to February 28, 2014 or one (1) year after the date of this agreement, unless Parties agree to an extension in writing. The Development Strategy shall be consistent with all other applicable city plans including without limitation the City's Comprehensive Plan and local revitalization financing plans.

2.4 To facilitate the allocation of necessary and available resources by the City, the Authority agrees to adopt prior to September 1 an annual work plan for the following calendar year in consultation with and accepted by the City. Parties agree the work plan will include without limitation initial development and annual updates of the Development Strategy.

2.5 The Authority agrees to consult annually with the City to identify, review, and prioritize the City's annual Capital Improvement Program, consistent with the Development Strategy.

2.6 Parties recognize that the Authority may, with its own resources, engage in activities not directly related to property development, such as public events and festivals. Such activities not explicitly addressed herein are outside the scope of this agreement.

Section 3. Obligations of the Northeast Public Development Authority.

The Authority agrees to operate in cooperation with the City in accordance with the Action Strategy, Development Strategy and Work Program as amended.

Section 4. Obligations of the City of Spokane.

The City of Spokane agrees to:

4.1 Provide, from time to time, professional staff and necessary related support to work with the Authority to provide oversight and assistance to implement redevelopment and infrastructure projects.

4.2 Provide oversight of Authority operations as required by statute and this agreement in a timely, responsive manner to minimize the impact on legitimate Authority activities.

4.3 Operate in cooperation with the Authority in accordance with the Action Strategy, Development Strategy, and Work Program as amended.

Section 5. Ownership of Public Infrastructure

Pursuant to state law, all infrastructure projects are and shall remain the property of the City of Spokane. No joint property ownership is contemplated under the terms of this agreement.

Section 6. Authority Acquired Property

Parties agree that the redevelopment of the Focus Area, specifically including the acquisition of properties to be redeveloped, is anticipated to be carried out by the Authority pursuant to future contractual agreements between the City and the Authority. The Authority agrees that all property acquisitions are to be made in accordance with its Charter, Action Strategy, Development Strategy, and general law. The Authority agrees not to acquire real property prior to City approval of the initial Development Strategy.

Section 7. Property Management

Prior to the Authority engaging in property management activities, including without limitation to the Authority's role as a property manager of Authority-owned and City-owned properties, capital improvements to City-owned properties, availability of City properties for Authority-related activities, and provision of other services, Parties agree to develop mutually agreeable property management principles and procedures. The Authority agrees not to acquire real property prior to approval of such principles and procedures by the City.

Section 8. Financial Relationship

8.1 The financial relationship between the City and the Authority, including without limitation creation and adoption of an Authority operating budget, Authority capital budget, Authority fund administration, deposit of Authority funds, disbursement of Authority funds, investment of Authority funds, grant pursuit and use of matching funds, Authority annual reports, Authority records maintenance, Authority compliance audits, and City staff support to the Authority shall be memorialized in memoranda of understanding as amended from time to time.

8.2 Parties agree that the Development Strategy will include a detailed financial plan for meeting Authority operational requirements for not less than six (6) years.

8.3 To the extent authorized by the City from time to time, the City agrees to make available its employees to provide oversight and assistance in working with the Authority to achieve the mutual goals and objectives of the Parties under this agreement at no cost to the Authority.

Section 9. Indemnities and Insurance

9.1 Parties agree that until this agreement is amended due to a change in financial or operational conditions, the Authority will be provided insurance coverage in the manner provided to other City commission boards. As the Authority activities, operations, and assets change, the Authority agrees to acquire and maintain appropriate insurance, including but not limited to public liability insurance and errors and omissions insurance, in an amount as specified by the City and approved by the appropriate City department sufficient to cover potential claims that may arise from or be related to Authority's projects or activities. The Authority agrees to name the City as an additional insured on such insurance policies.

9.2 The Authority hereby agrees to indemnify and hold harmless the City, its officers, and employees from any and all claims, actions, causes of action, judgments, or liens occasioned by or arising out of the Authority's negligence or the Authority's failure to comply with applicable laws in the Authority's performance of this agreement (except for any willful misconduct or negligence of the City and except for matters for which the City has agreed to indemnify the Authority hereunder) and to defend for and on behalf of the City, its officers and

employees, at its own expense, any such claim or cause of action, and, in the event of recovery thereon, to pay any judgment or lien arising therefrom, including any and all costs as a part thereof.

9.3 The City hereby agrees to indemnify and hold harmless the Authority, its officers and employees from any and all claims, actions, causes of action, judgments or liens occasioned by or arising out of the City's negligence or the City's failure to comply with applicable laws in the City's performance of this agreement (except for any willful misconduct or negligence of the City and except for matters for which the Authority has agreed to indemnify the City hereunder), and to defend for and on behalf of the Authority, its officers and employees, at its own expense, any such claim or cause of action, and, in the event of recovery thereon, to pay any judgment or lien arising therefrom, including any and all costs as a part thereof.

9.4 Pursuant to state law, the Parties expressly understand and agree that any obligation or liability arising out of and/or incurred by the Authority by reason of this agreement, or the carrying out of any activity in connection therewith, shall be satisfied exclusively from the assets and credit of the Authority, and no creditor or any other person or entity shall have any recourse to any of the assets, credit, or services of the City on account of any debts, obligations, or liabilities of the Authority. No member of the Board, other officer, employee or agent of the Authority shall be individually and personally liable on any obligation assumed by the Authority by this agreement, nor shall any Board member, other officer, employee or agent be individually and personally liable on any obligation assumed by the City by this agreement.

Section 10. Compliance with Laws

10.1 Legal Base. The Parties, in carrying out and conducting the activities required hereunder and furnishing the necessary services, shall at all times carry out such services, and perform such activities in accordance with and pursuant to any and all laws of the United States of America, the State of Washington, and ordinances of the City, and any rules, regulations, or instructions of any agency or department thereof having or asserting authority or jurisdiction with reference to any service or activity carried on under and pursuant to this agreement.

10.2 Statutory Obligations. The Authority agrees to conform to all applicable laws including but not limited to: to be audited by the State auditor and to be subject to various accounting requirements provided by chapter 43.09 RCW; open public record requirements under chapter 42.17 RCW; open public meetings and other public process laws as provided in chapter 42.30 RCW; public works requirements under chapter 39.04 RCW; competitive bidding and prevailing wage laws provided in chapter 39.04 RCW; local government whistleblower laws as provided in chapter 42.41 RCW; the prohibition on using Authority-owned or City-owned facilities for campaign purposes under RCW 42.17.130; and the code of ethics for municipal officers under chapter 42.23 RCW.

10.3 Constitutional Prohibitions. The Authority agrees that its activities are to be consistent with applicable prohibitions within the Washington Constitution including but not limited to: the lending of public credit or gifting of public funds to private entities (with limited exceptions) under Article VIII, Sections 5 and 7; and, the requirement that public debt be incurred exclusively for public purposes under Article VII, Section 1, and Article VIII, Section 6.

10.4 Funds for Political Activity. None of the funds, materials, property, or services provided directly or indirectly in this agreement shall be used in the performance of this

agreement for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

10.5 Certification Regarding Lobbying. The Authority certifies, through its undersigned authority to the best of his or her knowledge and belief, that no federal appropriated funds have been paid, or will be paid, by or on behalf of the Authority, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the Authority agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Authority agrees to require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into any transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

10.6 Interest of Members, Officers, or Employees of Grantee Members of Local Governing Body or Other Public Officials. No member, officer, or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality, or localities including the Board, who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement, either for themselves or those with whom they have family or business ties.

10.7 Nondiscrimination. In all hiring or employment made possible by or resulting from this agreement there will not be any discrimination against any employee or applicant for employment because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. This requirement applies to, without limitation, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Authority agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by HUD setting forth provisions of this clause. The Authority agrees to state in all solicitations or advertisements for employees that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. Parties agree to comply with all

requirements imposed by or pursuant to regulations of HUD Title VI of the Civil Rights Act of 1964 and any subsequent acts.

10.8 Conflict of Interest. Except for the use of funds to pay salaries and other related administration or personnel costs, no officer, employee, agent, or consultant of the Parties who exercises or has exercised any function or responsibility with respect to the programs or projects funded with funds under this agreement, or who is in a position to participate in a decision-making process or gain inside information with regard to such activity, may obtain a financial interest or benefit from such activity either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter. Parties agree to immediately disclose any such beneficial or financial interest of any of the persons herein mentioned to the other Party. The Parties, their officers, employees, agents, and consultants are obligated to comply with all federal, state, and City conflict of interest laws and regulations, and such laws and regulations apply to all parties and beneficiaries under this agreement.

Section 11. Duration and Termination.

This agreement shall terminate or expire as follows:

11.1 This agreement may be terminated by either party upon the provision of one hundred and eighty (180) calendar days notice. A final reconciliation of costs, payment, and a current report of completed activities shall be completed by the City within such period following the notice by either party.

11.2 Unless sooner terminated by either party, this agreement shall expire on the date when the Authority is dissolved pursuant to its Charter and Chapter 4.25 SMC.

Section 12. Miscellaneous

12.1 Severability. If any provision of this agreement is determined to be invalid or unenforceable, then that provision and the remainder of this agreement shall continue in effect and be enforceable to the fullest extent permitted by law. It is the intention of the Parties that if any provision of this agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

12.2 Integration and Amendment. This agreement contains the entire integrated agreement between the Parties as to the matters covered herein, and supersedes any oral statements or representations or prior written matter not contained in this instrument as to the matters set forth herein. This agreement shall not be modified except by a written document signed by both Parties.

12.3 Governing Law. This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

12.4 Limitation on Third Party Rights. Nothing in this agreement expressed or implied is intended or shall be construed to give to any person other than the City and the Authority any legal or equitable right, remedy or claim under or in respect of this agreement or any covenant, condition or provision herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the City and the Authority.

12.5 Construction. Captions are solely for the convenience of the Parties and are not a part of this agreement. This agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.

12.6 Counterparts. This agreement may be executed in counterparts for the convenience of the Parties, and such counterparts shall together constitute one agreement.

12.7 Force Majeure. Time periods for either party's performance under any provisions of this agreement shall be extended for periods of time during which such performance is prevented due to circumstances beyond such party's reasonable control, including without limitations, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife.

Section 13. Effective Date and Filing.

This agreement shall be effective upon the last authorizing signature affixed hereto and when listed by subject on the City of Spokane's website or other electronically retrievable public source as required by RCW 39.34.040.

Section 14. CHAPTER 39.34 RCW Required Clauses

- 14.1 Purpose: See Section 1 above.
- 14.2 Duration: See Section 11 above.
- 14.3 Organization of Separate Entity and its powers: See Sections 3 and 4 above.
- 14.4 Responsibilities of the parties: See Sections 3 and 4 above.
- 14.5 Agreement to be filed: The agreement shall be filed with the City Clerk's Office and placed on the City's website.
- 14.6 Financing: See Section 8 above.
- 14.7 Termination: See Section 11 above.
- 14.8 Property upon termination: See Section 5 above.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first written above.

Northeast
Public Development Authority



Chairperson of the Board

CITY OF SPOKANE

David A. Condon, Mayor

APPROVED AS TO FORM:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
02/25/2013

Date Rec'd	2/13/2013
Clerk's File #	OPR 2013-0133
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	MIKE TAYLOR 625-6307	Project #	2010119
Contact E-Mail	PMTAYLOR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370-LOW BID AWARD-KENDALL YARDS		

Agenda Wording

Low Bid of Clearwater Construction & Management (Spokane, WA) for City of Spokane/Kendall Yards Joint Stormwater Facility- \$844,300.00. An admin reserve of \$84,430.00, which is 10% of the contract price, will be set aside.

Summary (Background)

On February 11, 2013 bids were opened for the above project. The low bid was from Clearwater Construction & Management in the amount of \$844,300.00, which is \$176,558.50 or 17.30% under the Engineer's Estimate; (See attached)

Fiscal Impact		Budget Account
Expense	\$ 902,050.60	# 4370 94345 94000 56501
Expense	\$ 26,679.40	# 3501 95046 95300 56501
Select	\$	#
Select	\$	#

Approvals		Council Notifications	
Dept Head	BROWN, ELDON	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	pdolan@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		rdykes@spokanecity.org	
		mhughes@spokanecity.org	
		htrautman@spokanecity.org	

City Of Spokane
Engineering Services Department

***** Bid Tabulation *****

Project Number: 2010119

Project Description: COSKY Stormwater Tank & Lift Station

Original Date: 1/11/2013 7:05:14 AM

Funding Source: Local

Update Date: 2/12/2013 9:38:04 AM

Preparer: Dan Buller

Addendum

Project Number: 2010119			Engineer's Estimate		Clearwater Construction & Management		Halme Construction Inc		N & N Excavation LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description				Tax Classification						
Schedule 01 Stormwater Tank & Lift Station				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	750.00	*****	300.00	*****	469.68	*****	500.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	300.00	*****	2,574.16	*****	2,000.00
104	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	750.00	*****	800.00	*****	740.94	*****	3,000.00
105	MOBILIZATION	1 LS	*****	60,000.00	*****	69,300.00	*****	78,000.00	*****	50,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	15,000.00	*****	6,500.00	*****	7,255.56	*****	5,000.00
107	SEQUENTIAL ARROW SIGN	700 HR	4.25	2,975.00	1.00	700.00	1.14	798.00	1.00	700.00
108	SPECIAL SIGNS	63 SF	20.00	1,260.00	11.00	693.00	10.26	646.38	10.00	630.00
109	PORTABLE CHANGEABLE MESSAGE SIGN	700 24D	100.00	70,000.00	0.25	175.00	4.00	2,800.00	5.00	3,500.00
110	TYPE III BARRICADE	13 EA	75.00	975.00	18.00	234.00	17.10	222.30	15.00	195.00
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,500.00	*****	1.00	*****	2,044.35	*****	3,000.00
112	REMOVE EXISTING CURB	92 LF	5.00	460.00	6.00	552.00	7.00	644.00	10.00	920.00
113	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	69 SY	6.00	414.00	6.00	414.00	14.81	1,021.89	10.00	690.00
114	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	500.00	1,500.00	733.00	2,199.00	255.54	766.62	1,000.00	3,000.00

Project Number: 2010119			Engineer's Estimate		Clearwater Construction & Management		Halme Construction Inc		N & N Excavation LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Stormwater Tank & Lift Station				Public Street Improvement						
115	SAWCUTTING FLEXIBLE PAVEMENT	700 LFI	0.50	350.00	2.00	1,400.00	0.57	399.00	1.00	700.00
116	SAWCUTTING RIGID PAVEMENT	464 LFI	1.50	696.00	5.00	2,320.00	1.70	788.80	1.00	464.00
117	PREPARATION OF UNTREATED ROADWAY	441 SY	2.50	1,102.50	6.00	2,646.00	3.61	1,592.01	2.00	882.00
118	STRUCTURE EXCAVATION	1 LS	*****	50,000.00	*****	30,000.00	*****	41,054.21	*****	72,000.00
119	OVER-EXCAVATION & BACKFILL	100 CY	75.00	7,500.00	10.00	1,000.00	20.49	2,049.00	25.00	2,500.00
120	SHORING	1 LS	*****	150,000.00	*****	87,500.00	*****	68,965.69	*****	55,000.00
121	CRUSHED SURFACING TOP COURSE	104 CY	35.00	3,640.00	88.00	9,152.00	55.39	5,760.56	36.00	3,744.00
122	CRUSHED SURFACING BASE COURSE	50 CY	35.00	1,750.00	90.00	4,500.00	55.39	2,769.50	36.00	1,800.00
123	CSTC FOR SIDEWALK AND DRIVEWAYS	6 CY	40.00	240.00	208.00	1,248.00	176.77	1,060.62	50.00	300.00
124	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 7 INCH THICK	437 SY	50.00	21,850.00	59.00	25,783.00	53.58	23,414.46	49.00	21,413.00
125	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	97 SY	15.00	1,455.00	16.00	1,552.00	15.10	1,464.70	13.90	1,348.30
126	PAVEMENT REPAIR EXCAVATION INCL. HAUL	437 SY	25.00	10,925.00	7.00	3,059.00	8.76	3,828.12	6.00	2,622.00
127	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
128	COMPACTION PRICE ADJUSTMENT	1 EST	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00
129	CONCRETE STRUCTURES	1 LS	*****	325,000.00	*****	339,850.00	*****	335,693.21	*****	333,374.00
130	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	30 LF	45.00	1,350.00	45.00	1,350.00	24.85	745.50	40.00	1,200.00
131	STORM SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	144 LF	100.00	14,400.00	69.00	9,936.00	102.41	14,747.04	150.00	21,600.00
132	MANHOLE TYPE II-60, BASIC PRICE	4 EA	5,000.00	20,000.00	3,150.00	12,600.00	4,321.51	17,286.04	5,500.00	22,000.00

Project Number: 2010119			Engineer's Estimate		Clearwater Construction & Management		Halme Construction Inc		N & N Excavation LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Stormwater Tank & Lift Station				Public Street Improvement						
133	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE II-60	12 VF	100.00	1,200.00	121.00	1,452.00	95.00	1,140.00	200.00	2,400.00
134	ADJUST EXISTING VALVE BOX IN ASPHALT	4 EA	300.00	1,200.00	150.00	600.00	397.19	1,588.76	200.00	800.00
135	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	8 EA	450.00	3,600.00	181.00	1,448.00	401.77	3,214.16	350.00	2,800.00
136	GRATE INLET TYPE 3	2 EA	1,000.00	2,000.00	525.00	1,050.00	788.13	1,576.26	900.00	1,800.00
137	MANHOLE TEST	2 EA	500.00	1,000.00	200.00	400.00	404.36	808.72	500.00	1,000.00
138	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	300.00	900.00	510.00	1,530.00	92.00	276.00	300.00	900.00
139	TRENCH SAFETY SYSTEM	1 LS	*****	1,500.00	*****	1,000.00	*****	565.00	*****	2,000.00
140	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	111 LF	50.00	5,550.00	51.00	5,661.00	42.00	4,662.00	50.00	5,550.00
141	FORCE MAIN PIPING	1 LS	*****	40,000.00	*****	34,200.00	*****	33,670.00	*****	51,700.00
142	CONNECT 6-12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	600.00	1,800.00	467.00	1,401.00	452.10	1,356.30	500.00	1,500.00
143	CONNECT 6-12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	5 EA	600.00	3,000.00	168.00	840.00	248.16	1,240.80	250.00	1,250.00
144	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	300.00	*****	1.00	*****	4,285.00	*****	2,500.00
145	ENCASE WATER/SEWER AT CROSSINGS	2 EA	750.00	1,500.00	800.00	1,600.00	904.13	1,808.26	600.00	1,200.00
146	TRENCH EXCAVATION FOR WATER SERVICE & APPURTENANCES	120 LF	20.00	2,400.00	13.00	1,560.00	8.36	1,003.20	40.00	4,800.00
147	1 1/2 RPBA & BOX	1 EA	4,000.00	4,000.00	2,300.00	2,300.00	2,552.24	2,552.24	1,100.00	1,100.00
148	1 1/2 IN WATER METER & BOX	1 EA	1,930.00	1,930.00	1,930.00	1,930.00	1,930.00	1,930.00	1,930.00	1,930.00
149	2 INCH DOMESTIC WATER TAP INSTALLATION	1 EA	710.00	710.00	710.00	710.00	710.00	710.00	710.00	710.00
150	ESC LEAD	1 LS	*****	2,500.00	*****	600.00	*****	2,574.20	*****	500.00

Project Number: 2010119		Engineer's Estimate		Clearwater Construction & Management		Halme Construction Inc		N & N Excavation LLC		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Stormwater Tank & Lift Station				Public Street Improvement						
151	INLET PROTECTION	3 EA	90.00	270.00	117.00	351.00	56.51	169.53	100.00	300.00
152	SILT FENCE	300 LF	5.00	1,500.00	3.00	900.00	3.30	990.00	8.00	2,400.00
153	SEDIMENT TRAP	150 LF	5.00	750.00	6.00	900.00	3.30	495.00	10.00	1,500.00
154	SEEDING FERTILIZING AND MULCHING	200 SY	2.00	400.00	3.00	600.00	8.55	1,710.00	5.00	1,000.00
155	TOPSOIL TYPE A, 2 INCH THICK	200 SY	5.00	1,000.00	4.00	800.00	11.40	2,280.00	5.00	1,000.00
156	CEMENT CONCRETE CURB	80 LF	17.50	1,400.00	38.00	3,040.00	22.10	1,768.00	20.00	1,600.00
157	TEMPORARY CONSTRUCTION FENCING	1 LS	*****	5,000.00	*****	840.00	*****	3,327.00	*****	1,500.00
158	STORMWATER PUMP SYSTEM	1 LS	*****	70,000.00	*****	60,300.00	*****	59,094.00	*****	53,172.00
159	PAVEMENT MARKING - DURABLE HEAT APPLIED	112 SF	12.00	1,344.00	14.00	1,568.00	12.82	1,435.84	13.00	1,456.00
160	ELECTRICAL (GENERAL)	1 LS	*****	13,000.00	*****	24,500.00	*****	21,535.00	*****	18,060.00
161	PUMP CONTROL PANEL	1 LS	*****	45,000.00	*****	43,900.00	*****	40,011.00	*****	36,855.00
162	CONTROL COMPONENTS	1 LS	*****	5,000.00	*****	7,600.00	*****	6,953.48	*****	6,710.00
Schedule Totals				991,996.50		820,046.00		824,732.09		824,475.30

Project Number: 2010119			Engineer's Estimate		Clearwater Construction & Management		Halme Construction Inc		N & N Excavation LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Centennial Trail Reroute				Public Street Improvement						
201	REMOVE FLEXIBLE PAVEMENT FOR TRAIL CONSTRUCTION	150 SY	2.50	375.00	13.00	1,950.00	16.00	2,400.00	20.00	3,000.00
202	SAWCUTTING FLEXIBLE PAVEMENT	24 LFI	0.50	12.00	1.00	24.00	0.50	12.00	1.00	24.00
203	COMMON BORROW INCL. HAUL FOR TRAIL CONSTRUCTION	235 CY	35.00	8,225.00	4.00	940.00	7.00	1,645.00	15.00	3,525.00
204	CONTROLLED DENSITY FILL	50 CY	125.00	6,250.00	18.00	900.00	100.00	5,000.00	95.00	4,750.00
205	CRUSHED SURFACING TOP COURSE	20 CY	35.00	700.00	87.00	1,740.00	40.00	800.00	25.00	500.00
206	SILT FENCE	100 LF	5.00	500.00	3.00	300.00	3.00	300.00	5.00	500.00
207	CHAIN LINK FENCE TYPE 3	150 LF	30.00	4,500.00	63.00	9,450.00	30.00	4,500.00	20.00	3,000.00
208	SINGLE 4 FT CHAIN LINK GATE	1 EA	500.00	500.00	500.00	500.00	300.00	300.00	800.00	800.00
209	HAND PLACED RIPRAP	90 CY	45.00	4,050.00	61.00	5,490.00	35.00	3,150.00	100.00	9,000.00
210	DRYWELL TYPE 0	1 EA	2,000.00	2,000.00	1,600.00	1,600.00	2,000.00	2,000.00	2,200.00	2,200.00
211	GRATE INLET TYPE 3	1 EA	1,000.00	1,000.00	520.00	520.00	700.00	700.00	1,000.00	1,000.00
212	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	15 LF	50.00	750.00	56.00	840.00	30.00	450.00	100.00	1,500.00
Schedule Totals				28,862.00		24,254.00		21,257.00		29,799.00

Project Number: 2010119			Engineer's Estimate		General Industries Inc		S & L Underground inc		MDM Construction	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Stormwater Tank & Lift Station				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	750.00	*****	500.00	*****	2,000.00	*****	2,500.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	8,832.00	*****	10,000.00	*****	16,000.00
104	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	750.00	*****	1,700.00	*****	1,000.00	*****	500.00
105	MOBILIZATION	1 LS	*****	60,000.00	*****	64,033.00	*****	75,000.00	*****	65,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	15,000.00	*****	5,313.00	*****	7,000.00	*****	15,000.00
107	SEQUENTIAL ARROW SIGN	700 HR	4.25	2,975.00	1.15	805.00	1.25	875.00	4.70	3,290.00
108	SPECIAL SIGNS	63 SF	20.00	1,260.00	10.35	652.05	10.00	630.00	9.50	598.50
109	PORTABLE CHANGEABLE MESSAGE SIGN	700 24D	100.00	70,000.00	4.03	2,821.00	4.00	2,800.00	4.00	2,800.00
110	TYPE III BARRICADE	13 EA	75.00	975.00	17.25	224.25	40.00	520.00	26.30	341.90
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,500.00	*****	2,530.00	*****	5,000.00	*****	2,000.00
112	REMOVE EXISTING CURB	92 LF	5.00	460.00	3.60	331.20	6.00	552.00	4.00	368.00
113	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	69 SY	6.00	414.00	15.00	1,035.00	8.00	552.00	5.00	345.00
114	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	500.00	1,500.00	200.00	600.00	300.00	900.00	400.00	1,200.00
115	SAWCUTTING FLEXIBLE PAVEMENT	700 LFI	0.50	350.00	1.00	700.00	2.00	1,400.00	0.28	196.00
116	SAWCUTTING RIGID PAVEMENT	464 LFI	1.50	696.00	1.25	580.00	2.00	928.00	1.00	464.00
117	PREPARATION OF UNTREATED ROADWAY	441 SY	2.50	1,102.50	2.22	979.02	3.00	1,323.00	10.00	4,410.00
118	STRUCTURE EXCAVATION	1 LS	*****	50,000.00	*****	54,384.00	*****	50,000.00	*****	38,000.00
119	OVER-EXCAVATION & BACKFILL	100 CY	75.00	7,500.00	91.04	9,104.00	18.00	1,800.00	18.66	1,865.50

Project Number: 2010119		Engineer's Estimate		General Industries Inc		S & L Underground inc		MDM Construction		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Stormwater Tank & Lift Station				Public Street Improvement						
120	SHORING	1 LS	*****	150,000.00	*****	84,501.00	*****	25,000.00	*****	70,000.00
121	CRUSHED SURFACING TOP COURSE	104 CY	35.00	3,640.00	40.00	4,160.00	100.00	10,400.00	42.00	4,368.00
122	CRUSHED SURFACING BASE COURSE	50 CY	35.00	1,750.00	31.00	1,550.00	95.00	4,750.00	40.00	2,000.00
123	CSTC FOR SIDEWALK AND DRIVEWAYS	6 CY	40.00	240.00	52.00	312.00	400.00	2,400.00	22.00	132.00
124	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 7 INCH THICK	437 SY	50.00	21,850.00	52.64	23,003.68	50.00	21,850.00	48.60	21,238.20
125	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	97 SY	15.00	1,455.00	14.84	1,439.48	14.00	1,358.00	13.70	1,328.90
126	PAVEMENT REPAIR EXCAVATION INCL. HAUL	437 SY	25.00	10,925.00	7.70	3,364.90	10.00	4,370.00	5.70	2,490.90
127	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
128	COMPACTION PRICE ADJUSTMENT	1 EST	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00
129	CONCRETE STRUCTURES	1 LS	*****	325,000.00	*****	298,060.00	*****	418,000.00	*****	429,000.00
130	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	30 LF	45.00	1,350.00	63.27	1,898.10	84.00	2,520.00	70.00	2,100.00
131	STORM SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	144 LF	100.00	14,400.00	77.01	11,089.44	125.00	18,000.00	140.00	20,160.00
132	MANHOLE TYPE II-60, BASIC PRICE	4 EA	5,000.00	20,000.00	5,450.00	21,800.00	6,500.00	26,000.00	3,700.00	14,800.00
133	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE II-60	12 VF	100.00	1,200.00	486.66	5,839.92	300.00	3,600.00	70.00	840.00
134	ADJUST EXISTING VALVE BOX IN ASPHALT	4 EA	300.00	1,200.00	297.00	1,188.00	600.00	2,400.00	160.00	640.00
135	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	8 EA	450.00	3,600.00	430.00	3,440.00	800.00	6,400.00	400.00	3,200.00
136	GRATE INLET TYPE 3	2 EA	1,000.00	2,000.00	599.00	1,198.00	650.00	1,300.00	840.00	1,680.00

Project Number: 2010119		Engineer's Estimate		General Industries Inc		S & L Underground inc		MDM Construction		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Stormwater Tank & Lift Station				Public Street Improvement						
137	MANHOLE TEST	2 EA	500.00	1,000.00	500.00	1,000.00	400.00	800.00	375.00	750.00
138	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	300.00	900.00	250.00	750.00	500.00	1,500.00	205.00	615.00
139	TRENCH SAFETY SYSTEM	1 LS	*****	1,500.00	*****	4,025.00	*****	5,000.00	*****	1,600.00
140	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	111 LF	50.00	5,550.00	76.00	8,436.00	84.00	9,324.00	44.00	4,884.00
141	FORCE MAIN PIPING	1 LS	*****	40,000.00	*****	10,984.00	*****	5,000.00	*****	7,000.00
142	CONNECT 6-12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	600.00	1,800.00	1,753.00	5,259.00	500.00	1,500.00	137.00	411.00
143	CONNECT 6-12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	5 EA	600.00	3,000.00	802.00	4,010.00	1,500.00	7,500.00	33.00	165.00
144	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	300.00	*****	4,692.00	*****	5,000.00	*****	1,500.00
145	ENCASE WATER/SEWER AT CROSSINGS	2 EA	750.00	1,500.00	900.00	1,800.00	1,500.00	3,000.00	250.00	500.00
146	TRENCH EXCAVATION FOR WATER SERVICE & APPURTENANCES	120 LF	20.00	2,400.00	15.00	1,800.00	42.00	5,040.00	21.00	2,520.00
147	1 1/2 RPBA & BOX	1 EA	4,000.00	4,000.00	1,988.00	1,988.00	1,200.00	1,200.00	5,341.00	5,341.00
148	1 1/2 IN WATER METER & BOX	1 EA	1,930.00	1,930.00	1,930.00	1,930.00	1,930.00	1,930.00	1,930.00	1,930.00
149	2 INCH DOMESTIC WATER TAP INSTALLATION	1 EA	710.00	710.00	710.00	710.00	710.00	710.00	710.00	710.00
150	ESC LEAD	1 LS	*****	2,500.00	*****	1,750.00	*****	2,000.00	*****	3,000.00
151	INLET PROTECTION	3 EA	90.00	270.00	90.00	270.00	300.00	900.00	75.00	225.00
152	SILT FENCE	300 LF	5.00	1,500.00	4.00	1,200.00	10.00	3,000.00	2.25	675.00
153	SEDIMENT TRAP	150 LF	5.00	750.00	13.00	1,950.00	12.00	1,800.00	6.00	900.00
154	SEEDING FERTILIZING AND MULCHING	200 SY	2.00	400.00	24.90	4,980.00	14.00	2,800.00	4.00	800.00

Project Number: 2010119		Engineer's Estimate		General Industries Inc		S & L Underground inc		MDM Construction		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Stormwater Tank & Lift Station				Public Street Improvement						
155	TOPSOIL TYPE A, 2 INCH THICK	200 SY	5.00	1,000.00	3.00	600.00	12.00	2,400.00	10.00	2,000.00
156	CEMENT CONCRETE CURB	80 LF	17.50	1,400.00	34.50	2,760.00	82.00	6,560.00	32.00	2,560.00
157	TEMPORARY CONSTRUCTION FENCING	1 LS	*****	5,000.00	*****	900.00	*****	6,000.00	*****	1,500.00
158	STORMWATER PUMP SYSTEM	1 LS	*****	70,000.00	*****	98,250.00	*****	50,000.00	*****	150,000.00
159	PAVEMENT MARKING - DURABLE HEAT APPLIED	112 SF	12.00	1,344.00	14.45	1,618.40	13.00	1,456.00	11.80	1,321.60
160	ELECTRICAL (GENERAL)	1 LS	*****	13,000.00	*****	23,619.00	*****	20,000.00	*****	23,000.00
161	PUMP CONTROL PANEL	1 LS	*****	45,000.00	*****	35,960.00	*****	37,000.00	*****	36,000.00
162	CONTROL COMPONENTS	1 LS	*****	5,000.00	*****	6,260.00	*****	7,000.00	*****	6,100.00
Schedule Totals				991,996.50		845,869.44		899,448.00		985,264.50

Project Number: 2010119			Engineer's Estimate		General Industries Inc		S & L Underground inc		MDM Construction	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Centennial Trail Reroute				Public Street Improvement						
201	REMOVE FLEXIBLE PAVEMENT FOR TRAIL CONSTRUCTION	150 SY	2.50	375.00	29.00	4,350.00	10.00	1,500.00	1.80	270.00
202	SAWCUTTING FLEXIBLE PAVEMENT	24 LFI	0.50	12.00	2.25	54.00	10.00	240.00	0.28	6.72
203	COMMON BORROW INCL. HAUL FOR TRAIL CONSTRUCTION	235 CY	35.00	8,225.00	35.28	8,290.80	38.00	8,930.00	23.00	5,405.00
204	CONTROLLED DENSITY FILL	50 CY	125.00	6,250.00	94.72	4,736.00	150.00	7,500.00	135.00	6,750.00
205	CRUSHED SURFACING TOP COURSE	20 CY	35.00	700.00	40.00	800.00	95.00	1,900.00	72.00	1,440.00
206	SILT FENCE	100 LF	5.00	500.00	4.00	400.00	10.00	1,000.00	2.25	225.00
207	CHAIN LINK FENCE TYPE 3	150 LF	30.00	4,500.00	46.11	6,916.50	32.00	4,800.00	15.70	2,355.00
208	SINGLE 4 FT CHAIN LINK GATE	1 EA	500.00	500.00	449.00	449.00	800.00	800.00	475.00	475.00
209	HAND PLACED RIPRAP	90 CY	45.00	4,050.00	87.00	7,830.00	120.00	10,800.00	100.00	9,000.00
210	DRYWELL TYPE 0	1 EA	2,000.00	2,000.00	3,896.00	3,896.00	3,800.00	3,800.00	3,000.00	3,000.00
211	GRATE INLET TYPE 3	1 EA	1,000.00	1,000.00	654.00	654.00	800.00	800.00	800.00	800.00
212	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	15 LF	50.00	750.00	104.00	1,560.00	85.00	1,275.00	100.00	1,500.00
Schedule Totals				28,862.00		39,936.30		43,345.00		31,226.72

Project Number: 2010119			Engineer's Estimate		Max J Kuney Company		Advanced Excavation Inc		Leone & Keeble Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Stormwater Tank & Lift Station

Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	750.00	*****	2,500.00	*****	880.00	*****	500.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	500.00	*****	6,400.00	*****	14,000.00
104	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	750.00	*****	700.00	*****	1,200.00	*****	968.00
105	MOBILIZATION	1 LS	*****	60,000.00	*****	110,000.00	*****	56,000.00	*****	7,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	15,000.00	*****	15,000.00	*****	11,860.00	*****	5,523.00
107	SEQUENTIAL ARROW SIGN	700 HR	4.25	2,975.00	3.25	2,275.00	3.50	2,450.00	1.27	889.00
108	SPECIAL SIGNS	63 SF	20.00	1,260.00	22.00	1,386.00	12.00	756.00	11.43	720.09
109	PORTABLE CHANGEABLE MESSAGE SIGN	700 24D	100.00	70,000.00	0.01	7.00	4.80	3,360.00	4.43	3,101.00
110	TYPE III BARRICADE	13 EA	75.00	975.00	45.00	585.00	48.00	624.00	19.23	249.99
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,500.00	*****	3,200.00	*****	4,800.00	*****	1,161.00
112	REMOVE EXISTING CURB	92 LF	5.00	460.00	3.00	276.00	12.00	1,104.00	6.63	609.96
113	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	69 SY	6.00	414.00	11.00	759.00	8.00	552.00	8.84	609.96
114	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	500.00	1,500.00	155.00	465.00	460.00	1,380.00	628.33	1,884.99
115	SAWCUTTING FLEXIBLE PAVEMENT	700 LFI	0.50	350.00	1.00	700.00	1.00	700.00	0.70	490.00
116	SAWCUTTING RIGID PAVEMENT	464 LFI	1.50	696.00	2.00	928.00	2.00	928.00	0.75	348.00
117	PREPARATION OF UNTREATED ROADWAY	441 SY	2.50	1,102.50	3.00	1,323.00	3.00	1,323.00	11.11	4,899.51
118	STRUCTURE EXCAVATION	1 LS	*****	50,000.00	*****	30,000.00	*****	88,432.00	*****	230,127.00
119	OVER-EXCAVATION & BACKFILL	100 CY	75.00	7,500.00	8.00	800.00	54.00	5,400.00	30.59	3,059.00

Project Number: 2010119			Engineer's Estimate		Max J Kuney Company		Advanced Excavation Inc		Leone & Keeble Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Stormwater Tank & Lift Station				Public Street Improvement						
120	SHORING	1 LS	*****	150,000.00	*****	40,000.00	*****	32,860.00	*****	192,880.00
121	CRUSHED SURFACING TOP COURSE	104 CY	35.00	3,640.00	75.00	7,800.00	48.00	4,992.00	86.73	9,019.92
122	CRUSHED SURFACING BASE COURSE	50 CY	35.00	1,750.00	75.00	3,750.00	42.00	2,100.00	86.74	4,337.00
123	CSTC FOR SIDEWALK AND DRIVEWAYS	6 CY	40.00	240.00	75.00	450.00	88.00	528.00	428.33	2,569.98
124	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 7 INCH THICK	437 SY	50.00	21,850.00	49.00	21,413.00	60.00	26,220.00	51.83	22,649.71
125	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	97 SY	15.00	1,455.00	15.00	1,455.00	30.00	2,910.00	60.67	5,884.99
126	PAVEMENT REPAIR EXCAVATION INCL. HAUL	437 SY	25.00	10,925.00	22.00	9,614.00	22.00	9,614.00	4.14	1,809.18
127	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
128	COMPACTION PRICE ADJUSTMENT	1 EST	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00
129	CONCRETE STRUCTURES	1 LS	*****	325,000.00	*****	578,000.00	*****	542,000.00	*****	403,500.00
130	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	30 LF	45.00	1,350.00	65.00	1,950.00	120.00	3,600.00	171.47	5,144.10
131	STORM SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	144 LF	100.00	14,400.00	95.00	13,680.00	102.00	14,688.00	140.90	20,289.60
132	MANHOLE TYPE II-60, BASIC PRICE	4 EA	5,000.00	20,000.00	4,500.00	18,000.00	5,680.00	22,720.00	5,395.75	21,583.00
133	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE II-60	12 VF	100.00	1,200.00	110.00	1,320.00	180.00	2,160.00	406.42	4,877.04
134	ADJUST EXISTING VALVE BOX IN ASPHALT	4 EA	300.00	1,200.00	400.00	1,600.00	360.00	1,440.00	833.00	3,332.00
135	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	8 EA	450.00	3,600.00	600.00	4,800.00	360.00	2,880.00	688.00	5,504.00
136	GRATE INLET TYPE 3	2 EA	1,000.00	2,000.00	1,500.00	3,000.00	280.00	560.00	3,002.00	6,004.00

Project Number: 2010119		Engineer's Estimate		Max J Kuney Company		Advanced Excavation Inc		Leone & Keeble Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Stormwater Tank & Lift Station				Public Street Improvement						
137	MANHOLE TEST	2 EA	500.00	1,000.00	550.00	1,100.00	898.00	1,796.00	1,869.50	3,739.00
138	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	300.00	900.00	300.00	900.00	680.00	2,040.00	464.33	1,392.99
139	TRENCH SAFETY SYSTEM	1 LS	*****	1,500.00	*****	800.00	*****	8,200.00	*****	6,677.00
140	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	111 LF	50.00	5,550.00	65.00	7,215.00	68.00	7,548.00	135.54	15,044.94
141	FORCE MAIN PIPING	1 LS	*****	40,000.00	*****	50,000.00	*****	58,880.00	*****	80,912.00
142	CONNECT 6-12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	600.00	1,800.00	1,300.00	3,900.00	680.00	2,040.00	850.00	2,550.00
143	CONNECT 6-12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	5 EA	600.00	3,000.00	1,100.00	5,500.00	580.00	2,900.00	820.80	4,104.00
144	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	300.00	*****	1,500.00	*****	2,200.00	*****	5,806.00
145	ENCASE WATER/SEWER AT CROSSINGS	2 EA	750.00	1,500.00	1,600.00	3,200.00	800.00	1,600.00	1,602.50	3,205.00
146	TRENCH EXCAVATION FOR WATER SERVICE & APPURTENANCES	120 LF	20.00	2,400.00	15.00	1,800.00	24.00	2,880.00	43.28	5,193.60
147	1 1/2 RPBA & BOX	1 EA	4,000.00	4,000.00	3,000.00	3,000.00	7,682.00	7,682.00	4,023.00	4,023.00
148	1 1/2 IN WATER METER & BOX	1 EA	1,930.00	1,930.00	1,930.00	1,930.00	1,930.00	1,930.00	1,930.00	1,930.00
149	2 INCH DOMESTIC WATER TAP INSTALLATION	1 EA	710.00	710.00	710.00	710.00	710.00	710.00	710.00	710.00
150	ESC LEAD	1 LS	*****	2,500.00	*****	1,700.00	*****	1,280.00	*****	4,500.00
151	INLET PROTECTION	3 EA	90.00	270.00	80.00	240.00	85.00	255.00	377.33	1,131.99
152	SILT FENCE	300 LF	5.00	1,500.00	4.00	1,200.00	5.80	1,740.00	12.58	3,774.00
153	SEDIMENT TRAP	150 LF	5.00	750.00	3.00	450.00	14.00	2,100.00	27.09	4,063.50
154	SEEDING FERTILIZING AND MULCHING	200 SY	2.00	400.00	10.00	2,000.00	2.00	400.00	22.50	4,500.00

Project Number: 2010119		Engineer's Estimate		Max J Kuney Company		Advanced Excavation Inc		Leone & Keeble Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Stormwater Tank & Lift Station				Public Street Improvement						
155	TOPSOIL TYPE A, 2 INCH THICK	200 SY	5.00	1,000.00	3.00	600.00	8.00	1,600.00	43.55	8,710.00
156	CEMENT CONCRETE CURB	80 LF	17.50	1,400.00	33.00	2,640.00	31.00	2,480.00	36.88	2,950.40
157	TEMPORARY CONSTRUCTION FENCING	1 LS	*****	5,000.00	*****	6,000.00	*****	7,200.00	*****	2,775.00
158	STORMWATER PUMP SYSTEM	1 LS	*****	70,000.00	*****	55,000.00	*****	58,320.00	*****	53,962.00
159	PAVEMENT MARKING - DURABLE HEAT APPLIED	112 SF	12.00	1,344.00	13.00	1,456.00	13.00	1,456.00	14.87	1,665.44
160	ELECTRICAL (GENERAL)	1 LS	*****	13,000.00	*****	16,000.00	*****	32,480.00	*****	23,000.00
161	PUMP CONTROL PANEL	1 LS	*****	45,000.00	*****	45,000.00	*****	38,755.00	*****	43,000.00
162	CONTROL COMPONENTS	1 LS	*****	5,000.00	*****	6,000.00	*****	8,880.00	*****	7,500.00
Schedule Totals				991,996.50		1,098,477.00		1,115,173.00		1,282,744.88

Project Number: 2010119			Engineer's Estimate		Max J Kuney Company		Advanced Excavation Inc		Leone & Keeble Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Centennial Trail Reroute				Public Street Improvement						
201	REMOVE FLEXIBLE PAVEMENT FOR TRAIL CONSTRUCTION	150 SY	2.50	375.00	2.00	300.00	24.00	3,600.00	5.03	754.50
202	SAWCUTTING FLEXIBLE PAVEMENT	24 LFI	0.50	12.00	1.00	24.00	6.00	144.00	0.70	16.80
203	COMMON BORROW INCL. HAUL FOR TRAIL CONSTRUCTION	235 CY	35.00	8,225.00	10.00	2,350.00	29.00	6,815.00	20.04	4,709.40
204	CONTROLLED DENSITY FILL	50 CY	125.00	6,250.00	150.00	7,500.00	192.00	9,600.00	11.62	581.00
205	CRUSHED SURFACING TOP COURSE	20 CY	35.00	700.00	60.00	1,200.00	64.00	1,280.00	98.70	1,974.00
206	SILT FENCE	100 LF	5.00	500.00	4.00	400.00	6.00	600.00	15.97	1,597.00
207	CHAIN LINK FENCE TYPE 3	150 LF	30.00	4,500.00	10.00	1,500.00	21.00	3,150.00	52.05	7,807.50
208	SINGLE 4 FT CHAIN LINK GATE	1 EA	500.00	500.00	150.00	150.00	525.00	525.00	507.00	507.00
209	HAND PLACED RIPRAP	90 CY	45.00	4,050.00	73.00	6,570.00	124.00	11,160.00	77.94	7,014.60
210	DRYWELL TYPE 0	1 EA	2,000.00	2,000.00	2,700.00	2,700.00	2,992.00	2,992.00	3,520.00	3,520.00
211	GRATE INLET TYPE 3	1 EA	1,000.00	1,000.00	1,400.00	1,400.00	892.00	892.00	3,072.00	3,072.00
212	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	15 LF	50.00	750.00	100.00	1,500.00	220.00	3,300.00	163.30	2,449.50
Schedule Totals				28,862.00		25,594.00		44,058.00		34,003.30

Project Number: 2010119			Engineer's Estimate		Record Steel and Construction Inc					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Stormwater Tank & Lift Station

Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	750.00	*****	1,153.00	*****	0.00	*****	0.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	1,661.00	*****	0.00	*****	0.00
104	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	750.00	*****	2,825.00	*****	0.00	*****	0.00
105	MOBILIZATION	1 LS	*****	60,000.00	*****	238,588.00	*****	0.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	15,000.00	*****	5,040.00	*****	0.00	*****	0.00
107	SEQUENTIAL ARROW SIGN	700 HR	4.25	2,975.00	1.20	840.00	0.00	0.00	0.00	0.00
108	SPECIAL SIGNS	63 SF	20.00	1,260.00	10.00	630.00	0.00	0.00	0.00	0.00
109	PORTABLE CHANGEABLE MESSAGE SIGN	700 24D	100.00	70,000.00	4.00	2,800.00	0.00	0.00	0.00	0.00
110	TYPE III BARRICADE	13 EA	75.00	975.00	17.00	221.00	0.00	0.00	0.00	0.00
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,500.00	*****	1,947.00	*****	0.00	*****	0.00
112	REMOVE EXISTING CURB	92 LF	5.00	460.00	3.00	276.00	0.00	0.00	0.00	0.00
113	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	69 SY	6.00	414.00	10.00	690.00	0.00	0.00	0.00	0.00
114	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	500.00	1,500.00	696.00	2,088.00	0.00	0.00	0.00	0.00
115	SAWCUTTING FLEXIBLE PAVEMENT	700 LFI	0.50	350.00	1.15	805.00	0.00	0.00	0.00	0.00
116	SAWCUTTING RIGID PAVEMENT	464 LFI	1.50	696.00	4.00	1,856.00	0.00	0.00	0.00	0.00
117	PREPARATION OF UNTREATED ROADWAY	441 SY	2.50	1,102.50	2.00	882.00	0.00	0.00	0.00	0.00
118	STRUCTURE EXCAVATION	1 LS	*****	50,000.00	*****	17,702.00	*****	0.00	*****	0.00
119	OVER-EXCAVATION & BACKFILL	100 CY	75.00	7,500.00	39.40	3,940.00	0.00	0.00	0.00	0.00

Project Number: 2010119			Engineer's Estimate		Record Steel and Construction Inc					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description				Tax Classification						
Schedule 01 Stormwater Tank & Lift Station				Public Street Improvement						
120	SHORING	1 LS	*****	150,000.00	*****	5,422.00	*****	0.00	*****	0.00
121	CRUSHED SURFACING TOP COURSE	104 CY	35.00	3,640.00	34.60	3,598.40	0.00	0.00	0.00	0.00
122	CRUSHED SURFACING BASE COURSE	50 CY	35.00	1,750.00	36.90	1,845.00	0.00	0.00	0.00	0.00
123	CSTC FOR SIDEWALK AND DRIVEWAYS	6 CY	40.00	240.00	64.30	385.80	0.00	0.00	0.00	0.00
124	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 7 INCH THICK	437 SY	50.00	21,850.00	44.70	19,533.90	0.00	0.00	0.00	0.00
125	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	97 SY	15.00	1,455.00	24.00	2,328.00	0.00	0.00	0.00	0.00
126	PAVEMENT REPAIR EXCAVATION INCL. HAUL	437 SY	25.00	10,925.00	13.40	5,855.80	0.00	0.00	0.00	0.00
127	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
128	COMPACTION PRICE ADJUSTMENT	1 EST	400.00	400.00	400.00	400.00	0.00	0.00	0.00	0.00
129	CONCRETE STRUCTURES	1 LS	*****	325,000.00	*****	498,320.00	*****	0.00	*****	0.00
130	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	30 LF	45.00	1,350.00	69.00	2,070.00	0.00	0.00	0.00	0.00
131	STORM SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	144 LF	100.00	14,400.00	98.00	14,112.00	0.00	0.00	0.00	0.00
132	MANHOLE TYPE II-60, BASIC PRICE	4 EA	5,000.00	20,000.00	4,613.00	18,452.00	0.00	0.00	0.00	0.00
133	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE II-60	12 VF	100.00	1,200.00	115.00	1,380.00	0.00	0.00	0.00	0.00
134	ADJUST EXISTING VALVE BOX IN ASPHALT	4 EA	300.00	1,200.00	404.00	1,616.00	0.00	0.00	0.00	0.00
135	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	8 EA	450.00	3,600.00	422.00	3,376.00	0.00	0.00	0.00	0.00
136	GRATE INLET TYPE 3	2 EA	1,000.00	2,000.00	1,615.00	3,230.00	0.00	0.00	0.00	0.00

Project Number: 2010119			Engineer's Estimate		Record Steel and Construction Inc					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description				Tax Classification						
Schedule 01 Stormwater Tank & Lift Station				Public Street Improvement						
137	MANHOLE TEST	2 EA	500.00	1,000.00	577.00	1,154.00	0.00	0.00	0.00	0.00
138	CLEANING EXISTING DRAINAGE STRUCTURE	3 EA	300.00	900.00	317.00	951.00	0.00	0.00	0.00	0.00
139	TRENCH SAFETY SYSTEM	1 LS	*****	1,500.00	*****	750.00	*****	0.00	*****	0.00
140	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	111 LF	50.00	5,550.00	69.00	7,659.00	0.00	0.00	0.00	0.00
141	FORCE MAIN PIPING	1 LS	*****	40,000.00	*****	54,023.00	*****	0.00	*****	0.00
142	CONNECT 6-12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	600.00	1,800.00	1,384.00	4,152.00	0.00	0.00	0.00	0.00
143	CONNECT 6-12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	5 EA	600.00	3,000.00	1,153.00	5,765.00	0.00	0.00	0.00	0.00
144	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	300.00	*****	220,925.00	*****	0.00	*****	0.00
145	ENCASE WATER/SEWER AT CROSSINGS	2 EA	750.00	1,500.00	1,730.00	3,460.00	0.00	0.00	0.00	0.00
146	TRENCH EXCAVATION FOR WATER SERVICE & APPURTENANCES	120 LF	20.00	2,400.00	13.80	1,656.00	0.00	0.00	0.00	0.00
147	1 1/2 RPBA & BOX	1 EA	4,000.00	4,000.00	2,883.00	2,883.00	0.00	0.00	0.00	0.00
148	1 1/2 IN WATER METER & BOX	1 EA	1,930.00	1,930.00	1,930.00	1,930.00	0.00	0.00	0.00	0.00
149	2 INCH DOMESTIC WATER TAP INSTALLATION	1 EA	710.00	710.00	710.00	710.00	0.00	0.00	0.00	0.00
150	ESC LEAD	1 LS	*****	2,500.00	*****	577.00	*****	0.00	*****	0.00
151	INLET PROTECTION	3 EA	90.00	270.00	167.00	501.00	0.00	0.00	0.00	0.00
152	SILT FENCE	300 LF	5.00	1,500.00	4.00	1,200.00	0.00	0.00	0.00	0.00
153	SEDIMENT TRAP	150 LF	5.00	750.00	7.00	1,050.00	0.00	0.00	0.00	0.00
154	SEEDING FERTILIZING AND MULCHING	200 SY	2.00	400.00	19.00	3,800.00	0.00	0.00	0.00	0.00

Project Number: 2010119			Engineer's Estimate		Record Steel and Construction Inc					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Stormwater Tank & Lift Station				Public Street Improvement						
155	TOPSOIL TYPE A, 2 INCH THICK	200 SY	5.00	1,000.00	2.50	500.00	0.00	0.00	0.00	0.00
156	CEMENT CONCRETE CURB	80 LF	17.50	1,400.00	29.00	2,320.00	0.00	0.00	0.00	0.00
157	TEMPORARY CONSTRUCTION FENCING	1 LS	*****	5,000.00	*****	3,621.00	*****	0.00	*****	0.00
158	STORMWATER PUMP SYSTEM	1 LS	*****	70,000.00	*****	81,857.00	*****	0.00	*****	0.00
159	PAVEMENT MARKING - DURABLE HEAT APPLIED	112 SF	12.00	1,344.00	13.00	1,456.00	0.00	0.00	0.00	0.00
160	ELECTRICAL (GENERAL)	1 LS	*****	13,000.00	*****	19,836.00	*****	0.00	*****	0.00
161	PUMP CONTROL PANEL	1 LS	*****	45,000.00	*****	40,479.00	*****	0.00	*****	0.00
162	CONTROL COMPONENTS	1 LS	*****	5,000.00	*****	7,035.00	*****	0.00	*****	0.00
Schedule Totals				991,996.50		1,336,118.90		0.00		0.00

Project Number: 2010119			Engineer's Estimate		Record Steel and Construction Inc					
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Centennial Trail Reroute				Public Street Improvement						
201	REMOVE FLEXIBLE PAVEMENT FOR TRAIL CONSTRUCTION	150 SY	2.50	375.00	2.00	300.00	0.00	0.00	0.00	0.00
202	SAWCUTTING FLEXIBLE PAVEMENT	24 LFI	0.50	12.00	0.60	14.40	0.00	0.00	0.00	0.00
203	COMMON BORROW INCL. HAUL FOR TRAIL CONSTRUCTION	235 CY	35.00	8,225.00	12.00	2,820.00	0.00	0.00	0.00	0.00
204	CONTROLLED DENSITY FILL	50 CY	125.00	6,250.00	114.00	5,700.00	0.00	0.00	0.00	0.00
205	CRUSHED SURFACING TOP COURSE	20 CY	35.00	700.00	44.00	880.00	0.00	0.00	0.00	0.00
206	SILT FENCE	100 LF	5.00	500.00	4.00	400.00	0.00	0.00	0.00	0.00
207	CHAIN LINK FENCE TYPE 3	150 LF	30.00	4,500.00	47.00	7,050.00	0.00	0.00	0.00	0.00
208	SINGLE 4 FT CHAIN LINK GATE	1 EA	500.00	500.00	462.00	462.00	0.00	0.00	0.00	0.00
209	HAND PLACED RIPRAP	90 CY	45.00	4,050.00	79.00	7,110.00	0.00	0.00	0.00	0.00
210	DRYWELL TYPE 0	1 EA	2,000.00	2,000.00	2,485.00	2,485.00	0.00	0.00	0.00	0.00
211	GRATE INLET TYPE 3	1 EA	1,000.00	1,000.00	1,059.00	1,059.00	0.00	0.00	0.00	0.00
212	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	15 LF	50.00	750.00	115.00	1,725.00	0.00	0.00	0.00	0.00
Schedule Totals				28,862.00		30,005.40		0.00		0.00

Project Number

2010119

COSKY Stormwater Tank & Lift Station

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	991,996.50	28,862.00	0.00	0.00	0.00	0.00	0.00	0.00	1,020,858.50
Clearwater Constructio	820,046.00	24,254.00	0.00	0.00	0.00	0.00	0.00	0.00	844,300.00
Halme Construction Inc	824,732.09	21,257.00	0.00	0.00	0.00	0.00	0.00	0.00	845,989.09
N & N Excavation LLC	824,475.30	29,799.00	0.00	0.00	0.00	0.00	0.00	0.00	854,274.30
General Industries Inc	845,869.44	39,936.30	0.00	0.00	0.00	0.00	0.00	0.00	885,805.74
S & L Underground inc	899,448.00	43,345.00	0.00	0.00	0.00	0.00	0.00	0.00	942,793.00
MDM Construction	985,264.50	31,226.72	0.00	0.00	0.00	0.00	0.00	0.00	1,016,491.22
Max J Kuney Company	1,098,477.00	25,594.00	0.00	0.00	0.00	0.00	0.00	0.00	1,124,071.00
Advanced Excavation I	1,115,173.00	44,058.00	0.00	0.00	0.00	0.00	0.00	0.00	1,159,231.00
Leone & Keeble Inc	1,282,744.88	34,003.30	0.00	0.00	0.00	0.00	0.00	0.00	1,316,748.18
Record Steel and Cons	1,336,118.90	30,005.40	0.00	0.00	0.00	0.00	0.00	0.00	1,366,124.30

Low Bid Contractor: Clearwater Construction & Management

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$820,046.00	\$991,996.50	17.33	% Under Estimate
Schedule 02	\$24,254.00	\$28,862.00	15.97	% Under Estimate
Bid Totals	\$844,300.00	\$1,020,858.50	17.30	% Under Estimate



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/13/2013
Clerk's File #	OPR 2013-0134
Renews #	
Cross Ref #	
Project #	2011162
Bid #	
Requisition #	CR 13221

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	MIKE TAYLOR 625-6307
Contact E-Mail	PMTAYLOR@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-LOW BID AWARD- 11TH/12TH/SPRUCE

Agenda Wording

Low Bid of Red Diamond Construction, Inc., (Spokane, WA) for 11th Avenue from Latah Bridge to Coeur d'Alene Street; 12th Avenue from Spruce Street to Inland Empire Way; Spruce Street from 12th Avenue to 11th Avenue - \$338,842.00. (see attached)

Summary (Background)

On February 11, 2013 bids were opened for the above project. The low bid was from Red Diamond Construction, Inc. in the amount of \$338,842.00, which is \$161,101.75 or 33.22% under the Engineer's Estimate; (see attached)

Fiscal Impact

Expense	\$ 317,697.79
Expense	\$ 55,028.41
Select	\$
Select	\$

Budget Account

#	3350 99999 99999 18901
#	4370 43354 94000 56501
#	
#	

Approvals

Dept Head	BROWN, ELDON
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	rdykes@spokanecity.org
	mhughes@spokanecity.org
	htrautman@spokanecity.org

Additional Approvals

Purchasing	

City Of Spokane
Engineering Services Department

***** Bid Tabulation *****

Project Number: 2011162

Project Description 11th-12th-Spruce LID

Original Date 11/26/2012 11:26:21 AM

Funding Source Local

Update Date 2/11/2013 4:22:03 PM

Preparer Andy Morse

Addendum

Project Number: 2011162			Engineer's Estimate		Red Diamond Construction Inc		Shamrock Paving Inc		MJM Grand Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description				Tax Classification						
Schedule 01 Common Items				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	500.00	*****	450.00	*****	250.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	500.00	1,500.00	300.00	900.00	640.00	1,920.00	306.67	920.01
104	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,200.00	*****	1,300.00	*****	150.00	*****	400.00
105	MOBILIZATION	1 LS	*****	45,449.00	*****	22,000.00	*****	20,000.00	*****	17,442.50
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	7,000.00	*****	500.00	*****	5,500.00	*****	4,250.00
107	CLEARING AND GRUBBING	1 LS	*****	3,500.00	*****	1,100.00	*****	4,500.00	*****	4,680.00
108	ESC LEAD	1 LS	*****	750.00	*****	450.00	*****	800.00	*****	400.00
109	SIGNING, PERMANENT	1 LS	*****	15,000.00	*****	10,000.00	*****	9,700.00	*****	10,810.00
Schedule Totals				74,900.00		36,751.00		43,021.00		39,153.51

<i>Project Number: 2011162</i>			<i>Engineer's Estimate</i>		Red Diamond Construction Inc		Shamrock Paving Inc		MJM Grand Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02 Street Improvements</i>				<i>Public Street Improvement</i>						
201	REMOVE EXISTING CURB	125 LF	5.00	625.00	4.00	500.00	6.50	812.50	3.96	495.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	65 SY	12.50	812.50	5.00	325.00	8.50	552.50	11.08	720.20
203	REMOVE STA CONCRETE CURB WALL	35 LF	8.00	280.00	6.00	210.00	8.50	297.50	13.00	455.00
204	REMOVE STA CONCRETE SLAB	20 SY	12.50	250.00	5.00	100.00	14.00	280.00	16.25	325.00
205	SAWCUTTING RIGID PAVEMENT	155 LFI	2.00	310.00	0.80	124.00	1.00	155.00	2.23	345.65
206	SAWCUTTING FLEXIBLE PAVEMENT	860 LFI	1.00	860.00	0.40	344.00	0.35	301.00	1.15	989.00
207	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	390.00	390.00	250.00	250.00	600.00	600.00	670.00	670.00
208	ROADWAY EXCAVATION INCL. HAUL	1650 CY	15.00	24,750.00	12.00	19,800.00	12.50	20,625.00	13.75	22,687.50
209	PREPARATION OF UNTREATED ROADWAY	5850 SY	2.50	14,625.00	1.20	7,020.00	1.50	8,775.00	1.61	9,418.50
210	CRUSHED SURFACING TOP COURSE	650 CY	42.00	27,300.00	30.00	19,500.00	31.00	20,150.00	42.37	27,540.50
211	CSBC DRIVEWAY TRANSITION	130 SY	38.00	4,940.00	10.00	1,300.00	11.00	1,430.00	8.74	1,136.20
212	CSTC FOR SIDEWALK AND DRIVEWAYS	117 CY	45.00	5,265.00	28.00	3,276.00	18.60	2,176.20	28.34	3,315.78
213	HMA CL. 1/2 IN. PG 64-28, 3 IN THICK	5200 SY	14.50	75,400.00	11.60	60,320.00	11.20	58,240.00	12.54	65,208.00
214	SOIL RESIDUAL HERBICIDE	5200 SY	0.25	1,300.00	0.15	780.00	0.15	780.00	0.17	884.00
215	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-2.00	-2.00	-2.00	-2.00	-2.00	-2.00	-2.00	-2.00
216	COMPACTION PRICE ADJUSTMENT	1 EST	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00
217	DRYWELL TYPE 1	2 EA	2,500.00	5,000.00	2,000.00	4,000.00	2,300.00	4,600.00	1,978.75	3,957.50
218	DRYWELL TYPE 2	4 EA	3,100.00	12,400.00	3,000.00	12,000.00	3,000.00	12,000.00	2,589.88	10,359.52
219	ADJUST EXISTING VALVE BOX IN ASPHALT	3 EA	310.00	930.00	200.00	600.00	250.00	750.00	143.33	429.99

Project Number: 2011162			Engineer's Estimate		Red Diamond Construction Inc		Shamrock Paving Inc		MJM Grand Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Street Improvements				Public Street Improvement						
220	ADJUST EXISTING VALVE BOX IN CONCRETE	1 EA	350.00	350.00	200.00	200.00	285.00	285.00	215.00	215.00
221	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	11 EA	450.00	4,950.00	600.00	6,600.00	300.00	3,300.00	167.73	1,845.03
222	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	1 EA	500.00	500.00	600.00	600.00	300.00	300.00	300.00	300.00
223	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN UNPAVED AREA	1 EA	350.00	350.00	600.00	600.00	300.00	300.00	300.00	300.00
224	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	1 EA	800.00	800.00	700.00	700.00	600.00	600.00	562.50	562.50
225	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	3 EA	800.00	2,400.00	700.00	2,100.00	600.00	1,800.00	564.17	1,692.51
226	TRENCH EXCAVATION FOR FIRE HYDRANT	31 CY	45.00	1,395.00	15.00	465.00	42.00	1,302.00	60.65	1,880.15
227	CLEANING EXISTING SANITARY SEWER	1 LS	*****	5,000.00	*****	1,100.00	*****	3,000.00	*****	1,150.00
228	INLET PROTECTION	4 EA	90.00	360.00	50.00	200.00	80.00	320.00	85.00	340.00
229	STABILIZED CONSTRUCTION ENTRANCE	53 SY	12.50	662.50	4.00	212.00	20.00	1,060.00	18.41	975.73
230	MULCHING	520 SY	0.75	390.00	1.00	520.00	0.65	338.00	0.69	358.80
231	SILT FENCE	270 LF	5.00	1,350.00	2.00	540.00	5.75	1,552.50	3.50	945.00
232	TOPSOIL TYPE A, 5 INCH THICK	20 SY	6.00	120.00	10.00	200.00	10.30	206.00	15.46	309.20
233	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	520 SY	12.50	6,500.00	15.00	7,800.00	15.50	8,060.00	10.90	5,668.00
234	HYDROSEEDING - RANGELAND GRASS MIX	335 SY	1.25	418.75	2.00	670.00	1.65	552.75	2.06	690.10
235	HYDROSEEDING - SOD GRASS MIX	185 SY	1.00	185.00	2.00	370.00	1.65	305.25	2.18	403.30

Project Number: 2011162			Engineer's Estimate		Red Diamond Construction Inc		Shamrock Paving Inc		MJM Grand Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Street Improvements				Public Street Improvement						
236	SOD INSTALLATION	20 SY	12.50	250.00	15.00	300.00	15.45	309.00	20.13	402.60
237	CONSTRUCT BIO-INFILTRATION SWALE	520 SY	8.50	4,420.00	5.00	2,600.00	11.00	5,720.00	5.69	2,958.80
238	SWALE DRAIN PAD	25 SY	98.00	2,450.00	65.00	1,625.00	62.00	1,550.00	69.00	1,725.00
239	CURB DROP INLET	35 SY	77.00	2,695.00	65.00	2,275.00	62.00	2,170.00	69.00	2,415.00
240	CURB INLET - COUNTY TYPE 2	3 EA	800.00	2,400.00	900.00	2,700.00	850.00	2,550.00	948.75	2,846.25
241	4 IN PVC IRRIGATION SLEEVE	60 LF	9.00	540.00	7.00	420.00	13.00	780.00	8.63	517.80
242	CEMENT CONCRETE CURB	574 LF	14.75	8,466.50	11.00	6,314.00	14.45	8,294.30	16.10	9,241.40
243	CEMENT CONC. CURB AND GUTTER	2545 LF	19.00	48,355.00	12.00	30,540.00	10.30	26,213.50	11.49	29,242.05
244	CEMENT CONC. 'V' GUTTER, 3-FT WIDE	65 LF	20.00	1,300.00	20.00	1,300.00	31.00	2,015.00	34.50	2,242.50
245	CEMENT CONCRETE DRIVEWAY	440 SY	38.50	16,940.00	35.00	15,400.00	31.00	13,640.00	34.50	15,180.00
246	CEMENT CONCRETE DRIVEWAY TRANSITION	50 SY	32.00	1,600.00	40.00	2,000.00	41.25	2,062.50	46.00	2,300.00
247	CEMENT CONC. SIDEWALK	1230 SY	48.00	59,040.00	23.50	28,905.00	23.70	29,151.00	26.45	32,533.50
248	RAMP DETECTABLE WARNING	88 SF	25.00	2,200.00	20.00	1,760.00	21.00	1,848.00	23.00	2,024.00
249	ROCK RETAINING WALL	230 SF	45.00	10,350.00	24.00	5,520.00	28.50	6,555.00	41.24	9,485.20
250	STEEL PIPE RAILING	50 LF	45.00	2,250.00	20.00	1,000.00	130.00	6,500.00	90.80	4,540.00
Schedule Totals				365,931.25		257,491.00		266,670.50		285,732.76

Project Number: 2011162			Engineer's Estimate		Red Diamond Construction Inc		Shamrock Paving Inc		MJM Grand Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> 12th Ave Storm				Public Street Improvement						
301	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
302	EXCAVATION FOR 12TH AVE SWALE & ACCESS ROADWAY, INCL. HAUL	540 CY	15.00	8,100.00	12.00	6,480.00	14.00	7,560.00	10.85	5,859.00
303	PREPARATION OF UNTREATED ACCESS ROADWAY	250 SY	5.00	1,250.00	1.00	250.00	2.00	500.00	3.92	980.00
304	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	300 LF	36.00	10,800.00	30.00	9,000.00	29.50	8,850.00	31.75	9,525.00
305	STORM SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	45.00	1,800.00	40.00	1,600.00	35.00	1,400.00	53.08	2,123.20
306	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	68.00	2,720.00	30.00	1,200.00	58.00	2,320.00	64.21	2,568.40
307	MANHOLE TYPE III-48 WITH TOP SLAB	2 EA	3,200.00	6,400.00	2,000.00	4,000.00	1,900.00	3,800.00	1,905.00	3,810.00
308	DRYWELL TYPE 2	2 EA	3,100.00	6,200.00	3,000.00	6,000.00	3,200.00	6,400.00	2,589.90	5,179.80
309	CATCH BASIN TYPE 1	2 EA	2,000.00	4,000.00	1,800.00	3,600.00	2,000.00	4,000.00	2,152.25	4,304.50
310	CONNECT 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	400.00	400.00	300.00	300.00	500.00	500.00	157.50	157.50
311	CLEANING EXISTING DRAINAGE STRUCTURE	10 EA	225.00	2,250.00	125.00	1,250.00	240.00	2,400.00	106.25	1,062.50
312	TRENCH SAFETY SYSTEM	1 LS	*****	750.00	*****	450.00	*****	210.00	*****	200.00
313	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	40 LF	45.00	1,800.00	30.00	1,200.00	45.00	1,800.00	50.50	2,020.00
314	PLUGGING EXISTING PIPE	3 EA	200.00	600.00	75.00	225.00	375.00	1,125.00	110.00	330.00
315	MULCHING	770 SY	0.75	577.50	1.00	770.00	0.65	500.50	0.75	577.50
316	SILT FENCE	295 LF	5.00	1,475.00	2.00	590.00	5.25	1,548.75	3.20	944.00
317	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	185 SY	12.50	2,312.50	15.00	2,775.00	15.50	2,867.50	12.43	2,299.55

Project Number: 2011162			Engineer's Estimate		Red Diamond Construction Inc		Shamrock Paving Inc		MJM Grand Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> 12th Ave Storm				Public Street Improvement						
318	HYDROSEEDING - RANGELAND GRASS MIX	770 SY	1.25	962.50	2.00	1,540.00	1.65	1,270.50	2.09	1,609.30
319	CONSTRUCT BIO-INFILTRATION SWALE	342 SY	13.50	4,617.00	4.50	1,539.00	10.00	3,420.00	4.68	1,600.56
320	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	110 SY	2.70	297.00	3.00	330.00	6.00	660.00	8.80	968.00
321	QUARRY SPALLS	30 CY	60.00	1,800.00	50.00	1,500.00	85.00	2,550.00	63.48	1,904.40
Schedule Totals				59,112.50	44,600.00	53,683.25	48,024.21			

Project Number: 2011162		Engineer's Estimate		N & N Excavation LLC		Bacon Concrete Inc		Spokane Rock Products Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Common Items				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	500.00	*****	500.00	*****	1,000.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	500.00	1,500.00	400.00	1,200.00	450.00	1,350.00	620.00	1,860.00
104	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,200.00	*****	1,000.00	*****	1,500.00	*****	100.00
105	MOBILIZATION	1 LS	*****	45,449.00	*****	41,700.00	*****	28,500.00	*****	30,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	7,000.00	*****	2,500.00	*****	2,600.00	*****	17,000.00
107	CLEARING AND GRUBBING	1 LS	*****	3,500.00	*****	5,000.00	*****	2,200.00	*****	1,500.00
108	ESC LEAD	1 LS	*****	750.00	*****	1,000.00	*****	400.00	*****	1,000.00
109	SIGNING, PERMANENT	1 LS	*****	15,000.00	*****	6,500.00	*****	8,740.00	*****	9,400.00
Schedule Totals				74,900.00		59,401.00		45,791.00		61,861.00

Project Number: 2011162			Engineer's Estimate		N & N Excavation LLC		Bacon Concrete Inc		Spokane Rock Products Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Street Improvements				Public Street Improvement						
201	REMOVE EXISTING CURB	125 LF	5.00	625.00	8.00	1,000.00	3.00	375.00	6.00	750.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	65 SY	12.50	812.50	8.00	520.00	8.00	520.00	8.00	520.00
203	REMOVE STA CONCRETE CURB WALL	35 LF	8.00	280.00	10.00	350.00	5.00	175.00	9.00	315.00
204	REMOVE STA CONCRETE SLAB	20 SY	12.50	250.00	9.00	180.00	10.00	200.00	8.00	160.00
205	SAWCUTTING RIGID PAVEMENT	155 LFI	2.00	310.00	3.00	465.00	1.00	155.00	2.00	310.00
206	SAWCUTTING FLEXIBLE PAVEMENT	860 LFI	1.00	860.00	0.80	688.00	0.35	301.00	2.00	1,720.00
207	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	390.00	390.00	1,000.00	1,000.00	150.00	150.00	550.00	550.00
208	ROADWAY EXCAVATION INCL. HAUL	1650 CY	15.00	24,750.00	8.00	13,200.00	15.75	25,987.50	9.00	14,850.00
209	PREPARATION OF UNTREATED ROADWAY	5850 SY	2.50	14,625.00	2.00	11,700.00	2.20	12,870.00	1.50	8,775.00
210	CRUSHED SURFACING TOP COURSE	650 CY	42.00	27,300.00	32.00	20,800.00	38.00	24,700.00	34.94	22,711.00
211	CSBC DRIVEWAY TRANSITION	130 SY	38.00	4,940.00	8.00	1,040.00	14.00	1,820.00	54.32	7,061.60
212	CSTC FOR SIDEWALK AND DRIVEWAYS	117 CY	45.00	5,265.00	27.00	3,159.00	40.00	4,680.00	57.36	6,711.12
213	HMA CL. 1/2 IN. PG 64-28, 3 IN THICK	5200 SY	14.50	75,400.00	13.00	67,600.00	12.20	63,440.00	12.46	64,792.00
214	SOIL RESIDUAL HERBICIDE	5200 SY	0.25	1,300.00	0.20	1,040.00	0.16	832.00	0.15	780.00
215	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-2.00	-2.00	-2.00	-2.00	-2.00	-2.00	-2.00	-2.00
216	COMPACTION PRICE ADJUSTMENT	1 EST	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00
217	DRYWELL TYPE 1	2 EA	2,500.00	5,000.00	2,400.00	4,800.00	2,000.00	4,000.00	2,000.00	4,000.00
218	DRYWELL TYPE 2	4 EA	3,100.00	12,400.00	2,800.00	11,200.00	2,650.00	10,600.00	3,000.00	12,000.00
219	ADJUST EXISTING VALVE BOX IN ASPHALT	3 EA	310.00	930.00	225.00	675.00	300.00	900.00	225.00	675.00

Project Number: 2011162			Engineer's Estimate		N & N Excavation LLC		Bacon Concrete Inc		Spokane Rock Products Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Street Improvements				Public Street Improvement						
220	ADJUST EXISTING VALVE BOX IN CONCRETE	1 EA	350.00	350.00	300.00	300.00	300.00	300.00	225.00	225.00
221	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	11 EA	450.00	4,950.00	350.00	3,850.00	360.00	3,960.00	385.00	4,235.00
222	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	1 EA	500.00	500.00	450.00	450.00	400.00	400.00	400.00	400.00
223	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN UNPAVED AREA	1 EA	350.00	350.00	275.00	275.00	400.00	400.00	350.00	350.00
224	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	1 EA	800.00	800.00	750.00	750.00	625.00	625.00	500.00	500.00
225	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	3 EA	800.00	2,400.00	700.00	2,100.00	625.00	1,875.00	475.00	1,425.00
226	TRENCH EXCAVATION FOR FIRE HYDRANT	31 CY	45.00	1,395.00	50.00	1,550.00	35.00	1,085.00	15.00	465.00
227	CLEANING EXISTING SANITARY SEWER	1 LS	*****	5,000.00	*****	2,000.00	*****	3,400.00	*****	225.00
228	INLET PROTECTION	4 EA	90.00	360.00	125.00	500.00	65.00	260.00	85.00	340.00
229	STABILIZED CONSTRUCTION ENTRANCE	53 SY	12.50	662.50	40.00	2,120.00	11.00	583.00	25.00	1,325.00
230	MULCHING	520 SY	0.75	390.00	1.00	520.00	1.00	520.00	0.60	312.00
231	SILT FENCE	270 LF	5.00	1,350.00	3.00	810.00	4.00	1,080.00	3.00	810.00
232	TOPSOIL TYPE A, 5 INCH THICK	20 SY	6.00	120.00	20.00	400.00	15.00	300.00	10.50	210.00
233	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	520 SY	12.50	6,500.00	14.00	7,280.00	15.20	7,904.00	15.75	8,190.00
234	HYDROSEEDING - RANGELAND GRASS MIX	335 SY	1.25	418.75	3.00	1,005.00	1.30	435.50	1.58	529.30
235	HYDROSEEDING - SOD GRASS MIX	185 SY	1.00	185.00	5.00	925.00	1.30	240.50	1.58	292.30

Project Number: 2011162			Engineer's Estimate		N & N Excavation LLC		Bacon Concrete Inc		Spokane Rock Products Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Street Improvements				Public Street Improvement						
236	SOD INSTALLATION	20 SY	12.50	250.00	42.00	840.00	20.00	400.00	15.75	315.00
237	CONSTRUCT BIO-INFILTRATION SWALE	520 SY	8.50	4,420.00	9.00	4,680.00	3.20	1,664.00	8.00	4,160.00
238	SWALE DRAIN PAD	25 SY	98.00	2,450.00	32.00	800.00	45.00	1,125.00	45.00	1,125.00
239	CURB DROP INLET	35 SY	77.00	2,695.00	40.00	1,400.00	45.00	1,575.00	45.00	1,575.00
240	CURB INLET - COUNTY TYPE 2	3 EA	800.00	2,400.00	850.00	2,550.00	675.00	2,025.00	675.00	2,025.00
241	4 IN PVC IRRIGATION SLEEVE	60 LF	9.00	540.00	10.00	600.00	5.00	300.00	7.00	420.00
242	CEMENT CONCRETE CURB	574 LF	14.75	8,466.50	14.00	8,036.00	13.00	7,462.00	11.00	6,314.00
243	CEMENT CONC. CURB AND GUTTER	2545 LF	19.00	48,355.00	12.00	30,540.00	14.00	35,630.00	11.80	30,031.00
244	CEMENT CONC. 'V' GUTTER, 3-FT WIDE	65 LF	20.00	1,300.00	20.00	1,300.00	2.00	130.00	20.00	1,300.00
245	CEMENT CONCRETE DRIVEWAY	440 SY	38.50	16,940.00	34.00	14,960.00	34.00	14,960.00	30.60	13,464.00
246	CEMENT CONCRETE DRIVEWAY TRANSITION	50 SY	32.00	1,600.00	30.00	1,500.00	34.00	1,700.00	30.60	1,530.00
247	CEMENT CONC. SIDEWALK	1230 SY	48.00	59,040.00	26.00	31,980.00	24.75	30,442.50	22.50	27,675.00
248	RAMP DETECTABLE WARNING	88 SF	25.00	2,200.00	22.00	1,936.00	20.00	1,760.00	20.00	1,760.00
249	ROCK RETAINING WALL	230 SF	45.00	10,350.00	18.00	4,140.00	25.00	5,750.00	24.68	5,676.40
250	STEEL PIPE RAILING	50 LF	45.00	2,250.00	30.00	1,500.00	46.70	2,335.00	131.25	6,562.50
Schedule Totals				365,931.25		272,520.00		283,838.00		271,953.22

Project Number: 2011162			Engineer's Estimate		N & N Excavation LLC		Bacon Concrete Inc		Spokane Rock Products Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> 12th Ave Storm				Public Street Improvement						
301	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
302	EXCAVATION FOR 12TH AVE SWALE & ACCESS ROADWAY, INCL. HAUL	540 CY	15.00	8,100.00	9.00	4,860.00	15.75	8,505.00	9.00	4,860.00
303	PREPARATION OF UNTREATED ACCESS ROADWAY	250 SY	5.00	1,250.00	2.50	625.00	2.20	550.00	2.00	500.00
304	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	300 LF	36.00	10,800.00	30.00	9,000.00	39.60	11,880.00	42.00	12,600.00
305	STORM SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	45.00	1,800.00	49.00	1,960.00	80.00	3,200.00	56.00	2,240.00
306	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	68.00	2,720.00	55.00	2,200.00	80.00	3,200.00	80.00	3,200.00
307	MANHOLE TYPE III-48 WITH TOP SLAB	2 EA	3,200.00	6,400.00	2,500.00	5,000.00	2,450.00	4,900.00	2,100.00	4,200.00
308	DRYWELL TYPE 2	2 EA	3,100.00	6,200.00	2,800.00	5,600.00	2,750.00	5,500.00	3,000.00	6,000.00
309	CATCH BASIN TYPE 1	2 EA	2,000.00	4,000.00	1,950.00	3,900.00	1,650.00	3,300.00	2,000.00	4,000.00
310	CONNECT 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	400.00	400.00	250.00	250.00	520.00	520.00	125.00	125.00
311	CLEANING EXISTING DRAINAGE STRUCTURE	10 EA	225.00	2,250.00	200.00	2,000.00	90.00	900.00	225.00	2,250.00
312	TRENCH SAFETY SYSTEM	1 LS	*****	750.00	*****	800.00	*****	400.00	*****	500.00
313	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	40 LF	45.00	1,800.00	38.00	1,520.00	50.00	2,000.00	58.00	2,320.00
314	PLUGGING EXISTING PIPE	3 EA	200.00	600.00	200.00	600.00	140.00	420.00	125.00	375.00
315	MULCHING	770 SY	0.75	577.50	1.00	770.00	1.00	770.00	0.63	485.10
316	SILT FENCE	295 LF	5.00	1,475.00	2.50	737.50	4.00	1,180.00	3.00	885.00
317	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	185 SY	12.50	2,312.50	18.00	3,330.00	15.20	2,812.00	15.75	2,913.75

Project Number: 2011162			Engineer's Estimate		N & N Excavation LLC		Bacon Concrete Inc		Spokane Rock Products Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> 12th Ave Storm				Public Street Improvement						
318	HYDROSEEDING - RANGELAND GRASS MIX	770 SY	1.25	962.50	1.50	1,155.00	1.30	1,001.00	1.58	1,216.60
319	CONSTRUCT BIO-INFILTRATION SWALE	342 SY	13.50	4,617.00	9.00	3,078.00	3.20	1,094.40	6.50	2,223.00
320	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	110 SY	2.70	297.00	8.00	880.00	18.00	1,980.00	22.00	2,420.00
321	QUARRY SPALLS	30 CY	60.00	1,800.00	40.00	1,200.00	40.00	1,200.00	50.00	1,500.00
Schedule Totals				59,112.50	49,466.50	55,313.40	54,814.45			

Project Number: 2011162		Engineer's Estimate		Half Moon Construction & Leasing Inc		Inland Asphalt Company		Schimmels Construction		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Common Items				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	1,100.00	*****	500.00	*****	425.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	500.00	1,500.00	1,500.00	4,500.00	620.00	1,860.00	320.00	960.00
104	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,200.00	*****	300.00	*****	100.00	*****	1,384.00
105	MOBILIZATION	1 LS	*****	45,449.00	*****	16,300.00	*****	29,685.00	*****	15,630.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	7,000.00	*****	2,000.00	*****	10,135.00	*****	2,501.00
107	CLEARING AND GRUBBING	1 LS	*****	3,500.00	*****	8,000.00	*****	1,000.00	*****	5,655.00
108	ESC LEAD	1 LS	*****	750.00	*****	1,100.00	*****	280.00	*****	425.00
109	SIGNING, PERMANENT	1 LS	*****	15,000.00	*****	10,700.00	*****	9,400.00	*****	10,011.00
Schedule Totals				74,900.00		44,001.00		52,961.00		36,992.00

Project Number: 2011162			Engineer's Estimate		Half Moon Construction & Leasing Inc		Inland Asphalt Company		Schimmels Construction	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Street Improvements				Public Street Improvement						
201	REMOVE EXISTING CURB	125 LF	5.00	625.00	3.00	375.00	25.00	3,125.00	12.00	1,500.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	65 SY	12.50	812.50	6.00	390.00	15.00	975.00	20.00	1,300.00
203	REMOVE STA CONCRETE CURB WALL	35 LF	8.00	280.00	10.00	350.00	5.00	175.00	15.00	525.00
204	REMOVE STA CONCRETE SLAB	20 SY	12.50	250.00	25.00	500.00	5.00	100.00	21.00	420.00
205	SAWCUTTING RIGID PAVEMENT	155 LFI	2.00	310.00	1.00	155.00	0.75	116.25	1.00	155.00
206	SAWCUTTING FLEXIBLE PAVEMENT	860 LFI	1.00	860.00	0.50	430.00	0.25	215.00	0.50	430.00
207	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	390.00	390.00	500.00	500.00	175.00	175.00	566.00	566.00
208	ROADWAY EXCAVATION INCL. HAUL	1650 CY	15.00	24,750.00	10.00	16,500.00	15.00	24,750.00	23.00	37,950.00
209	PREPARATION OF UNTREATED ROADWAY	5850 SY	2.50	14,625.00	2.00	11,700.00	2.36	13,806.00	2.00	11,700.00
210	CRUSHED SURFACING TOP COURSE	650 CY	42.00	27,300.00	39.00	25,350.00	32.50	21,125.00	42.00	27,300.00
211	CSBC DRIVEWAY TRANSITION	130 SY	38.00	4,940.00	8.00	1,040.00	10.75	1,397.50	25.00	3,250.00
212	CSTC FOR SIDEWALK AND DRIVEWAYS	117 CY	45.00	5,265.00	24.00	2,808.00	34.20	4,001.40	77.00	9,009.00
213	HMA CL. 1/2 IN. PG 64-28, 3 IN THICK	5200 SY	14.50	75,400.00	11.40	59,280.00	12.70	66,040.00	12.00	62,400.00
214	SOIL RESIDUAL HERBICIDE	5200 SY	0.25	1,300.00	0.20	1,040.00	0.16	832.00	0.16	832.00
215	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-2.00	-2.00	-2.00	-2.00	-2.00	-2.00	-2.00	-2.00
216	COMPACTION PRICE ADJUSTMENT	1 EST	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00
217	DRYWELL TYPE 1	2 EA	2,500.00	5,000.00	3,000.00	6,000.00	3,000.00	6,000.00	2,981.00	5,962.00
218	DRYWELL TYPE 2	4 EA	3,100.00	12,400.00	4,300.00	17,200.00	3,800.00	15,200.00	3,439.00	13,756.00
219	ADJUST EXISTING VALVE BOX IN ASPHALT	3 EA	310.00	930.00	600.00	1,800.00	350.00	1,050.00	345.00	1,035.00

<i>Project Number:</i> 2011162		<i>Engineer's Estimate</i>			Half Moon Construction & Leasing Inc		Inland Asphalt Company		Schimmels Construction	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Street Improvements				Public Street Improvement						
220	ADJUST EXISTING VALVE BOX IN CONCRETE	1 EA	350.00	350.00	700.00	700.00	350.00	350.00	345.00	345.00
221	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	11 EA	450.00	4,950.00	700.00	7,700.00	550.00	6,050.00	566.00	6,226.00
222	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	1 EA	500.00	500.00	800.00	800.00	550.00	550.00	566.00	566.00
223	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN UNPAVED AREA	1 EA	350.00	350.00	600.00	600.00	400.00	400.00	631.00	631.00
224	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	1 EA	800.00	800.00	1,000.00	1,000.00	900.00	900.00	852.00	852.00
225	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	3 EA	800.00	2,400.00	1,000.00	3,000.00	900.00	2,700.00	852.00	2,556.00
226	TRENCH EXCAVATION FOR FIRE HYDRANT	31 CY	45.00	1,395.00	35.00	1,085.00	25.00	775.00	50.00	1,550.00
227	CLEANING EXISTING SANITARY SEWER	1 LS	*****	5,000.00	*****	6,600.00	*****	2,000.00	*****	237.00
228	INLET PROTECTION	4 EA	90.00	360.00	200.00	800.00	100.00	400.00	71.00	284.00
229	STABILIZED CONSTRUCTION ENTRANCE	53 SY	12.50	662.50	23.00	1,219.00	24.00	1,272.00	19.00	1,007.00
230	MULCHING	520 SY	0.75	390.00	1.00	520.00	0.60	312.00	0.60	312.00
231	SILT FENCE	270 LF	5.00	1,350.00	5.00	1,350.00	4.00	1,080.00	3.20	864.00
232	TOPSOIL TYPE A, 5 INCH THICK	20 SY	6.00	120.00	11.00	220.00	10.00	200.00	10.00	200.00
233	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	520 SY	12.50	6,500.00	16.00	8,320.00	15.00	7,800.00	15.00	7,800.00
234	HYDROSEEDING - RANGELAND GRASS MIX	335 SY	1.25	418.75	2.00	670.00	1.50	502.50	1.80	603.00
235	HYDROSEEDING - SOD GRASS MIX	185 SY	1.00	185.00	2.00	370.00	1.50	277.50	1.80	333.00

Project Number: 2011162			Engineer's Estimate		Half Moon Construction & Leasing Inc		Inland Asphalt Company		Schimmels Construction	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Street Improvements				Public Street Improvement						
236	SOD INSTALLATION	20 SY	12.50	250.00	16.00	320.00	15.00	300.00	16.00	320.00
237	CONSTRUCT BIO-INFILTRATION SWALE	520 SY	8.50	4,420.00	4.00	2,080.00	11.00	5,720.00	5.00	2,600.00
238	SWALE DRAIN PAD	25 SY	98.00	2,450.00	46.00	1,150.00	60.00	1,500.00	69.00	1,725.00
239	CURB DROP INLET	35 SY	77.00	2,695.00	46.00	1,610.00	60.00	2,100.00	69.00	2,415.00
240	CURB INLET - COUNTY TYPE 2	3 EA	800.00	2,400.00	682.00	2,046.00	825.00	2,475.00	868.00	2,604.00
241	4 IN PVC IRRIGATION SLEEVE	60 LF	9.00	540.00	8.00	480.00	7.00	420.00	7.00	420.00
242	CEMENT CONCRETE CURB	574 LF	14.75	8,466.50	12.00	6,888.00	14.00	8,036.00	11.00	6,314.00
243	CEMENT CONC. CURB AND GUTTER	2545 LF	19.00	48,355.00	12.00	30,540.00	9.99	25,424.55	11.00	27,995.00
244	CEMENT CONC. 'V' GUTTER, 3-FT WIDE	65 LF	20.00	1,300.00	21.00	1,365.00	30.00	1,950.00	16.00	1,040.00
245	CEMENT CONCRETE DRIVEWAY	440 SY	38.50	16,940.00	31.00	13,640.00	30.00	13,200.00	36.00	15,840.00
246	CEMENT CONCRETE DRIVEWAY TRANSITION	50 SY	32.00	1,600.00	31.00	1,550.00	40.00	2,000.00	36.00	1,800.00
247	CEMENT CONC. SIDEWALK	1230 SY	48.00	59,040.00	23.00	28,290.00	23.00	28,290.00	24.00	29,520.00
248	RAMP DETECTABLE WARNING	88 SF	25.00	2,200.00	21.00	1,848.00	20.00	1,760.00	21.00	1,848.00
249	ROCK RETAINING WALL	230 SF	45.00	10,350.00	25.50	5,865.00	23.50	5,405.00	22.00	5,060.00
250	STEEL PIPE RAILING	50 LF	45.00	2,250.00	100.00	5,000.00	125.00	6,250.00	78.00	3,900.00
Schedule Totals				365,931.25		284,550.00		290,988.70		307,363.00

Project Number: 2011162			Engineer's Estimate		Half Moon Construction & Leasing Inc		Inland Asphalt Company		Schimmels Construction	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> 12th Ave Storm				Public Street Improvement						
301	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
302	EXCAVATION FOR 12TH AVE SWALE & ACCESS ROADWAY, INCL. HAUL	540 CY	15.00	8,100.00	15.00	8,100.00	15.00	8,100.00	26.00	14,040.00
303	PREPARATION OF UNTREATED ACCESS ROADWAY	250 SY	5.00	1,250.00	3.00	750.00	2.00	500.00	4.00	1,000.00
304	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	300 LF	36.00	10,800.00	47.00	14,100.00	32.00	9,600.00	38.00	11,400.00
305	STORM SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	45.00	1,800.00	80.00	3,200.00	66.00	2,640.00	41.00	1,640.00
306	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	68.00	2,720.00	108.00	4,320.00	94.00	3,760.00	67.00	2,680.00
307	MANHOLE TYPE III-48 WITH TOP SLAB	2 EA	3,200.00	6,400.00	3,000.00	6,000.00	2,800.00	5,600.00	2,222.00	4,444.00
308	DRYWELL TYPE 2	2 EA	3,100.00	6,200.00	4,300.00	8,600.00	3,800.00	7,600.00	3,639.00	7,278.00
309	CATCH BASIN TYPE 1	2 EA	2,000.00	4,000.00	2,300.00	4,600.00	2,000.00	4,000.00	2,109.00	4,218.00
310	CONNECT 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	400.00	400.00	500.00	500.00	1,000.00	1,000.00	430.00	430.00
311	CLEANING EXISTING DRAINAGE STRUCTURE	10 EA	225.00	2,250.00	500.00	5,000.00	280.00	2,800.00	237.00	2,370.00
312	TRENCH SAFETY SYSTEM	1 LS	*****	750.00	*****	100.00	*****	500.00	*****	425.00
313	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	40 LF	45.00	1,800.00	94.00	3,760.00	90.00	3,600.00	51.00	2,040.00
314	PLUGGING EXISTING PIPE	3 EA	200.00	600.00	300.00	900.00	135.00	405.00	129.00	387.00
315	MULCHING	770 SY	0.75	577.50	1.00	770.00	0.60	462.00	0.60	462.00
316	SILT FENCE	295 LF	5.00	1,475.00	5.00	1,475.00	4.00	1,180.00	3.20	944.00
317	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	185 SY	12.50	2,312.50	16.00	2,960.00	15.00	2,775.00	15.00	2,775.00

Project Number: 2011162			Engineer's Estimate		Half Moon Construction & Leasing Inc		Inland Asphalt Company		Schimmels Construction	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> 12th Ave Storm				Public Street Improvement						
318	HYDROSEEDING - RANGELAND GRASS MIX	770 SY	1.25	962.50	2.00	1,540.00	1.50	1,155.00	1.80	1,386.00
319	CONSTRUCT BIO-INFILTRATION SWALE	342 SY	13.50	4,617.00	6.00	2,052.00	5.00	1,710.00	5.00	1,710.00
320	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	110 SY	2.70	297.00	6.00	660.00	5.00	550.00	2.00	220.00
321	QUARRY SPALLS	30 CY	60.00	1,800.00	46.00	1,380.00	65.00	1,950.00	58.00	1,740.00
Schedule Totals				59,112.50	70,768.00	59,888.00	61,590.00			

Project Number: 2011162		Engineer's Estimate		MDM Construction		Advanced Excavation Inc				
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Common Items				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	500.00	*****	1,500.00	*****	600.00	*****	0.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	500.00	1,500.00	675.00	2,025.00	1,100.00	3,300.00	0.00	0.00
104	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,200.00	*****	750.00	*****	1,200.00	*****	0.00
105	MOBILIZATION	1 LS	*****	45,449.00	*****	49,000.00	*****	44,000.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	7,000.00	*****	6,500.00	*****	12,000.00	*****	0.00
107	CLEARING AND GRUBBING	1 LS	*****	3,500.00	*****	4,500.00	*****	16,892.00	*****	0.00
108	ESC LEAD	1 LS	*****	750.00	*****	2,500.00	*****	1,100.00	*****	0.00
109	SIGNING, PERMANENT	1 LS	*****	15,000.00	*****	10,300.00	*****	3,800.00	*****	0.00
Schedule Totals				74,900.00		77,076.00		82,893.00		0.00

Project Number: 2011162			Engineer's Estimate		MDM Construction		Advanced Excavation Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Street Improvements				Public Street Improvement						
201	REMOVE EXISTING CURB	125 LF	5.00	625.00	2.50	312.50	10.00	1,250.00	0.00	0.00
202	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	65 SY	12.50	812.50	6.50	422.50	10.00	650.00	0.00	0.00
203	REMOVE STA CONCRETE CURB WALL	35 LF	8.00	280.00	3.00	105.00	40.00	1,400.00	0.00	0.00
204	REMOVE STA CONCRETE SLAB	20 SY	12.50	250.00	8.00	160.00	60.00	1,200.00	0.00	0.00
205	SAWCUTTING RIGID PAVEMENT	155 LFI	2.00	310.00	1.00	155.00	3.00	465.00	0.00	0.00
206	SAWCUTTING FLEXIBLE PAVEMENT	860 LFI	1.00	860.00	0.30	258.00	1.00	860.00	0.00	0.00
207	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	390.00	390.00	375.00	375.00	480.00	480.00	0.00	0.00
208	ROADWAY EXCAVATION INCL. HAUL	1650 CY	15.00	24,750.00	16.00	26,400.00	14.00	23,100.00	0.00	0.00
209	PREPARATION OF UNTREATED ROADWAY	5850 SY	2.50	14,625.00	1.25	7,312.50	2.00	11,700.00	0.00	0.00
210	CRUSHED SURFACING TOP COURSE	650 CY	42.00	27,300.00	32.00	20,800.00	34.00	22,100.00	0.00	0.00
211	CSBC DRIVEWAY TRANSITION	130 SY	38.00	4,940.00	4.00	520.00	32.00	4,160.00	0.00	0.00
212	CSTC FOR SIDEWALK AND DRIVEWAYS	117 CY	45.00	5,265.00	21.00	2,457.00	42.00	4,914.00	0.00	0.00
213	HMA CL. 1/2 IN. PG 64-28, 3 IN THICK	5200 SY	14.50	75,400.00	11.75	61,100.00	14.00	72,800.00	0.00	0.00
214	SOIL RESIDUAL HERBICIDE	5200 SY	0.25	1,300.00	0.20	1,040.00	0.50	2,600.00	0.00	0.00
215	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-2.00	-2.00	-2.00	-2.00	-2.00	-2.00	0.00	0.00
216	COMPACTION PRICE ADJUSTMENT	1 EST	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00	1,508.00	0.00	0.00
217	DRYWELL TYPE 1	2 EA	2,500.00	5,000.00	2,500.00	5,000.00	3,800.00	7,600.00	0.00	0.00
218	DRYWELL TYPE 2	4 EA	3,100.00	12,400.00	2,900.00	11,600.00	4,120.00	16,480.00	0.00	0.00
219	ADJUST EXISTING VALVE BOX IN ASPHALT	3 EA	310.00	930.00	125.00	375.00	380.00	1,140.00	0.00	0.00

<i>Project Number:</i> 2011162		<i>Engineer's Estimate</i>			MDM Construction		Advanced Excavation Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> Street Improvements					Public Street Improvement					
220	ADJUST EXISTING VALVE BOX IN CONCRETE	1 EA	350.00	350.00	350.00	350.00	350.00	350.00	0.00	0.00
221	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	11 EA	450.00	4,950.00	275.00	3,025.00	400.00	4,400.00	0.00	0.00
222	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	1 EA	500.00	500.00	275.00	275.00	420.00	420.00	0.00	0.00
223	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN UNPAVED AREA	1 EA	350.00	350.00	325.00	325.00	380.00	380.00	0.00	0.00
224	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	1 EA	800.00	800.00	700.00	700.00	380.00	380.00	0.00	0.00
225	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	3 EA	800.00	2,400.00	700.00	2,100.00	380.00	1,140.00	0.00	0.00
226	TRENCH EXCAVATION FOR FIRE HYDRANT	31 CY	45.00	1,395.00	65.00	2,015.00	85.00	2,635.00	0.00	0.00
227	CLEANING EXISTING SANITARY SEWER	1 LS	*****	5,000.00	*****	4,500.00	*****	4,200.00	*****	0.00
228	INLET PROTECTION	4 EA	90.00	360.00	80.00	320.00	85.00	340.00	0.00	0.00
229	STABILIZED CONSTRUCTION ENTRANCE	53 SY	12.50	662.50	26.85	1,423.05	49.00	2,597.00	0.00	0.00
230	MULCHING	520 SY	0.75	390.00	0.65	338.00	1.00	520.00	0.00	0.00
231	SILT FENCE	270 LF	5.00	1,350.00	2.85	769.50	5.80	1,566.00	0.00	0.00
232	TOPSOIL TYPE A, 5 INCH THICK	20 SY	6.00	120.00	12.60	252.00	15.00	300.00	0.00	0.00
233	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	520 SY	12.50	6,500.00	14.00	7,280.00	20.00	10,400.00	0.00	0.00
234	HYDROSEEDING - RANGELAND GRASS MIX	335 SY	1.25	418.75	1.85	619.75	2.40	804.00	0.00	0.00
235	HYDROSEEDING - SOD GRASS MIX	185 SY	1.00	185.00	1.85	342.25	5.00	925.00	0.00	0.00

Project Number: 2011162			Engineer's Estimate		MDM Construction		Advanced Excavation Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Street Improvements				Public Street Improvement						
236	SOD INSTALLATION	20 SY	12.50	250.00	10.00	200.00	18.00	360.00	0.00	0.00
237	CONSTRUCT BIO-INFILTRATION SWALE	520 SY	8.50	4,420.00	2.75	1,430.00	10.00	5,200.00	0.00	0.00
238	SWALE DRAIN PAD	25 SY	98.00	2,450.00	43.85	1,096.25	70.00	1,750.00	0.00	0.00
239	CURB DROP INLET	35 SY	77.00	2,695.00	43.85	1,534.75	70.00	2,450.00	0.00	0.00
240	CURB INLET - COUNTY TYPE 2	3 EA	800.00	2,400.00	930.00	2,790.00	900.00	2,700.00	0.00	0.00
241	4 IN PVC IRRIGATION SLEEVE	60 LF	9.00	540.00	4.00	240.00	10.00	600.00	0.00	0.00
242	CEMENT CONCRETE CURB	574 LF	14.75	8,466.50	15.90	9,126.60	16.00	9,184.00	0.00	0.00
243	CEMENT CONC. CURB AND GUTTER	2545 LF	19.00	48,355.00	12.60	32,067.00	14.00	35,630.00	0.00	0.00
244	CEMENT CONC. 'V' GUTTER, 3-FT WIDE	65 LF	20.00	1,300.00	28.35	1,842.75	36.00	2,340.00	0.00	0.00
245	CEMENT CONCRETE DRIVEWAY	440 SY	38.50	16,940.00	35.00	15,400.00	38.00	16,720.00	0.00	0.00
246	CEMENT CONCRETE DRIVEWAY TRANSITION	50 SY	32.00	1,600.00	28.00	1,400.00	50.00	2,500.00	0.00	0.00
247	CEMENT CONC. SIDEWALK	1230 SY	48.00	59,040.00	40.00	49,200.00	26.00	31,980.00	0.00	0.00
248	RAMP DETECTABLE WARNING	88 SF	25.00	2,200.00	22.00	1,936.00	38.00	3,344.00	0.00	0.00
249	ROCK RETAINING WALL	230 SF	45.00	10,350.00	20.00	4,600.00	30.00	6,900.00	0.00	0.00
250	STEEL PIPE RAILING	50 LF	45.00	2,250.00	56.00	2,800.00	75.00	3,750.00	0.00	0.00
Schedule Totals				365,931.25		290,196.40		331,170.00		0.00

Project Number: 2011162			Engineer's Estimate		MDM Construction		Advanced Excavation Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> 12th Ave Storm				Public Street Improvement						
301	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
302	EXCAVATION FOR 12TH AVE SWALE & ACCESS ROADWAY, INCL. HAUL	540 CY	15.00	8,100.00	11.50	6,210.00	10.00	5,400.00	0.00	0.00
303	PREPARATION OF UNTREATED ACCESS ROADWAY	250 SY	5.00	1,250.00	1.25	312.50	2.00	500.00	0.00	0.00
304	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	300 LF	36.00	10,800.00	35.15	10,545.00	19.00	5,700.00	0.00	0.00
305	STORM SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	45.00	1,800.00	39.50	1,580.00	60.00	2,400.00	0.00	0.00
306	DUCTILE IRON STORM SEWER PIPE 12 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	40 LF	68.00	2,720.00	83.00	3,320.00	65.00	2,600.00	0.00	0.00
307	MANHOLE TYPE III-48 WITH TOP SLAB	2 EA	3,200.00	6,400.00	1,950.00	3,900.00	2,800.00	5,600.00	0.00	0.00
308	DRYWELL TYPE 2	2 EA	3,100.00	6,200.00	2,900.00	5,800.00	4,000.00	8,000.00	0.00	0.00
309	CATCH BASIN TYPE 1	2 EA	2,000.00	4,000.00	1,530.00	3,060.00	1,080.00	2,160.00	0.00	0.00
310	CONNECT 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	400.00	400.00	430.00	430.00	560.00	560.00	0.00	0.00
311	CLEANING EXISTING DRAINAGE STRUCTURE	10 EA	225.00	2,250.00	170.00	1,700.00	220.00	2,200.00	0.00	0.00
312	TRENCH SAFETY SYSTEM	1 LS	*****	750.00	*****	625.00	*****	1,380.00	*****	0.00
313	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	40 LF	45.00	1,800.00	58.60	2,344.00	50.00	2,000.00	0.00	0.00
314	PLUGGING EXISTING PIPE	3 EA	200.00	600.00	450.00	1,350.00	150.00	450.00	0.00	0.00
315	MULCHING	770 SY	0.75	577.50	0.65	500.50	2.00	1,540.00	0.00	0.00
316	SILT FENCE	295 LF	5.00	1,475.00	2.85	840.75	4.80	1,416.00	0.00	0.00
317	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	185 SY	12.50	2,312.50	16.00	2,960.00	7.00	1,295.00	0.00	0.00

Project Number: 2011162			Engineer's Estimate		MDM Construction		Advanced Excavation Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> 12th Ave Storm				Public Street Improvement						
318	HYDROSEEDING - RANGELAND GRASS MIX	770 SY	1.25	962.50	1.85	1,424.50	2.00	1,540.00	0.00	0.00
319	CONSTRUCT BIO-INFILTRATION SWALE	342 SY	13.50	4,617.00	2.75	940.50	10.00	3,420.00	0.00	0.00
320	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	110 SY	2.70	297.00	1.30	143.00	11.80	1,298.00	0.00	0.00
321	QUARRY SPALLS	30 CY	60.00	1,800.00	62.00	1,860.00	40.00	1,200.00	0.00	0.00
Schedule Totals				59,112.50	49,846.75	50,660.00	0.00	0.00		

Project Number **2011162**

11th-12th-Spruce LID

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	74,900.00	365,931.25	59,112.50	0.00	0.00	0.00	0.00	0.00	499,943.75
Red Diamond Construc	36,751.00	257,491.00	44,600.00	0.00	0.00	0.00	0.00	0.00	338,842.00
Shamrock Paving Inc	43,021.00	266,670.50	53,683.25	0.00	0.00	0.00	0.00	0.00	363,374.75
MJM Grand Inc	39,153.51	285,732.76	48,024.21	0.00	0.00	0.00	0.00	0.00	372,910.48
N & N Excavation LLC	59,401.00	272,520.00	49,466.50	0.00	0.00	0.00	0.00	0.00	381,387.50
Bacon Concrete Inc	45,791.00	283,838.00	55,313.40	0.00	0.00	0.00	0.00	0.00	384,942.40
Spokane Rock Product	61,861.00	271,953.22	54,814.45	0.00	0.00	0.00	0.00	0.00	388,628.67
Half Moon Construction	44,001.00	284,550.00	70,768.00	0.00	0.00	0.00	0.00	0.00	399,319.00
Inland Asphalt Compan	52,961.00	290,988.70	59,888.00	0.00	0.00	0.00	0.00	0.00	403,837.70
Schimmels Constructio	36,992.00	307,363.00	61,590.00	0.00	0.00	0.00	0.00	0.00	405,945.00
MDM Construction	77,076.00	290,196.40	49,846.75	0.00	0.00	0.00	0.00	0.00	417,119.15
Advanced Excavation I	82,893.00	331,170.00	50,660.00	0.00	0.00	0.00	0.00	0.00	464,723.00

Low Bid Contractor: Red Diamond Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$36,751.00	\$74,900.00	50.93	% Under Estimate
Schedule 02	\$257,491.00	\$365,931.25	29.63	% Under Estimate
Schedule 03	\$44,600.00	\$59,112.50	24.55	% Under Estimate
Bid Totals	\$338,842.00	\$499,943.75	32.22	% Under Estimate



Agenda Sheet for City Council Meeting of:
02/25/2013

Date Rec'd	2/13/2013
Clerk's File #	OPR 2013-0135
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	MIKE TAYLOR 625-6307	Project #	2005052
Contact E-Mail	PMTAYLOR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370-LOW BID AWARD-FRANCIS AVENUE		

Agenda Wording

Low Responsive Bid of Inland Asphalt Company (Spokane, WA) for Francis Ave. from Crestline St. to Haven St. - \$1,137,658.25 plus tax. An administrative reserve of \$113,765.82 plus tax, which is 10% of the contract price plus tax, will be set aside.

Summary (Background)

On February 4, 2013 bids were opened for the above project. The low responsive bid was from Inland Asphalt Company in the amount of \$1,137,658.25, which is \$461,023.34 or 28.8% under the Engineer's Estimate; (See attached)

Fiscal Impact		Budget Account	
Expense	\$ 1,004,000.58	#	3404-49470-95300-56501-99999
Expense	\$ 64,170.32	#	4370-94961-94000-56501-99999
Expense	\$ 117,639.56	#	3200-95047-95300-56501-99999
Expense	\$ 54,058.76	#	3200-49199-95300-56501-99999
Approvals		Council Notifications	
Dept Head	BROWN, ELDON	Study Session	
Division Director	QUINTRALL, JAN	Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	sdecker@spokanecity.org	
For the Mayor	SANDERS, THERESA	pdolan@spokanecity.org	
Additional Approvals		mlesesne@spokanecity.org	
Purchasing		rdykes@spokanecity.org	
		mhughes@spokanecity.org	
		htrautman@spokanecity.org	

City Of Spokane
Engineering Services Department

***** Bid Tabulation *****

Project Number: 2005052

Project Description Francis Avenue from Crestline Street to Haven Street
Funding Source Federal

Original Date 4/30/2012 3:26:17 PM

Update Date 2/4/2013 3:44:29 PM

Preparer Steve Hansen

Addendum

Project Number: 2005052		Engineer's Estimate		Inland Asphalt Company		Spokane Rock Products Inc		Shamrock Paving Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Common Items				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPPC PLAN	1 LS	*****	600.00	*****	500.00	*****	1,000.00	*****	500.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	10,000.00	*****	6,200.00	*****	5,000.00	*****	9,000.00
104	MOBILIZATION	1 LS	*****	95,000.00	*****	41,300.00	*****	45,999.96	*****	54,000.00
105	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	35,025.75	*****	31,000.00	*****	37,750.00	*****	20,000.00
106	SPECIAL SIGNS	198 SF	16.00	3,168.00	8.50	1,683.00	8.50	1,683.00	15.50	3,069.00
107	SEQUENTIAL ARROW SIGN	2000 HR	1.50	3,000.00	2.00	4,000.00	2.00	4,000.00	1.25	2,500.00
108	PORTABLE CHANGEABLE MESSAGE SIGN	240 HR	6.50	1,560.00	3.50	840.00	3.50	840.00	10.25	2,460.00
109	TYPE III BARRICADE	30 EA	45.00	1,350.00	18.00	540.00	18.00	540.00	42.00	1,260.00
110	ESC LEAD	1 LS	*****	2,500.00	*****	300.00	*****	2,500.00	*****	800.00
111	STREET CLEANING	50 HR	75.00	3,750.00	140.00	7,000.00	175.00	8,750.00	175.00	8,750.00
112	INLET PROTECTION	17 EA	90.00	1,530.00	80.00	1,360.00	80.00	1,360.00	95.00	1,615.00
Schedule Totals				157,484.75		94,724.00		109,423.96		103,955.00

Project Number: 2005052			Engineer's Estimate		Inland Asphalt Company		Spokane Rock Products Inc		Shamrock Paving Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Bond				Public Street Improvement						
201	POTHOLING	2 EA	300.00	600.00	100.00	200.00	100.00	200.00	430.00	860.00
202	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	385.00	1,540.00	550.00	2,200.00	300.00	1,200.00	570.00	2,280.00
203	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,400.00	*****	100.00	*****	1,500.00	*****	103.00
204	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,800.00	*****	1,600.00	*****	1,600.00	*****	3,750.00
205	REMOVE EXISTING CURB	1050 LF	5.00	5,250.00	3.50	3,675.00	4.25	4,462.50	7.00	7,350.00
206	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	550 SY	6.00	3,300.00	7.00	3,850.00	8.00	4,400.00	8.80	4,840.00
207	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	5 EA	400.00	2,000.00	242.00	1,210.00	242.00	1,210.00	600.00	3,000.00
208	SAWCUTTING RIGID PAVEMENT	2590 LFI	1.25	3,237.50	0.65	1,683.50	1.50	3,885.00	1.00	2,590.00
209	SAWCUTTING FLEXIBLE PAVEMENT	3425 LFI	0.60	2,055.00	0.25	856.25	0.50	1,712.50	0.30	1,027.50
210	REMOVE EXISTING 8 IN. DIA. STORM PIPE	112 LF	3.50	392.00	8.00	896.00	8.00	896.00	8.00	896.00
211	ROADWAY EXCAVATION INCL. HAUL	6675 CY	13.00	86,775.00	9.20	61,410.00	11.00	73,425.00	10.00	66,750.00
212	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	17.00	1,700.00	6.00	600.00	6.00	600.00	7.35	735.00
213	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	19.00	1,900.00	10.00	1,000.00	10.00	1,000.00	21.00	2,100.00
214	PREPARATION OF UNTREATED ROADWAY	15635 SY	2.00	31,270.00	1.60	25,016.00	1.45	22,670.75	1.15	17,980.25
215	CRUSHED SURFACING TOP COURSE	900 CY	40.00	36,000.00	36.00	32,400.00	35.21	31,689.00	32.00	28,800.00
216	CRUSHED SURFACING BASE COURSE	2560 CY	35.00	89,600.00	32.00	81,920.00	22.65	57,984.00	27.00	69,120.00
217	CSTC FOR SIDEWALK AND DRIVEWAYS	110 CY	38.00	4,180.00	34.00	3,740.00	95.00	10,450.00	23.25	2,557.50
218	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	16475 SY	9.00	148,275.00	7.70	126,857.50	7.51	123,727.25	8.00	131,800.00
219	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	30710 SY	16.00	491,360.00	11.40	350,094.00	10.32	316,927.20	11.25	345,487.50

<i>Project Number:</i> 2005052		<i>Engineer's Estimate</i>			Inland Asphalt Company		Spokane Rock Products Inc		Shamrock Paving Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> Bond					Public Street Improvement					
220	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	280 SY	15.00	4,200.00	15.50	4,340.00	24.94	6,983.20	19.00	5,320.00
221	PLANING BITUMINOUS PAVEMENT	1120 SY	4.30	4,818.69	2.65	2,968.00	5.10	5,712.00	5.35	5,992.00
222	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	42 SY	15.00	630.00	48.00	2,016.00	70.25	2,950.50	36.00	1,512.00
223	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
224	COMPACTION PRICE ADJUSTMENT	1 EST	9,353.00	9,353.00	9,353.00	9,353.00	9,353.00	9,353.00	9,353.00	9,353.00
225	CEMENT CONCRETE CURB WALL	31 LF	40.00	1,240.00	29.50	914.50	25.00	775.00	30.40	942.40
226	ADJUST EXISTING VALVE BOX IN ASPHALT	16 EA	280.00	4,480.00	320.00	5,120.00	320.00	5,120.00	215.00	3,440.00
227	CATCH BASIN TYPE 1	5 EA	1,780.00	8,900.00	2,030.00	10,150.00	2,030.00	10,150.00	1,875.00	9,375.00
228	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	5 EA	325.00	1,625.00	340.00	1,700.00	340.00	1,700.00	480.00	2,400.00
229	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	186 LF	37.00	6,882.00	34.00	6,324.00	34.00	6,324.00	39.20	7,291.20
230	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	400.00	*****	400.00	*****	900.00
231	TOPSOIL TYPE A, 2 INCH THICK	55 SY	6.00	330.00	8.00	440.00	8.00	440.00	15.00	825.00
232	SOD INSTALLATION	55 SY	11.50	632.50	10.00	550.00	10.00	550.00	20.00	1,100.00
233	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	1,500.00	*****	1,500.00	*****	1,495.00	*****	2,100.00
234	CEMENT CONCRETE CURB	570 LF	16.00	9,120.00	16.45	9,376.50	17.00	9,690.00	17.00	9,690.00
235	CEMENT CONC. CURB AND GUTTER	510 LF	22.50	11,475.00	22.60	11,526.00	22.00	11,220.00	23.30	11,883.00
236	CEMENT CONCRETE DRIVEWAY	360 SY	41.50	14,940.00	37.40	13,464.00	35.00	12,600.00	38.50	13,860.00
237	CHANNELIZING DEVICES	2 EA	75.00	150.00	63.60	127.20	63.56	127.12	70.00	140.00

Project Number: 2005052		Engineer's Estimate		Inland Asphalt Company		Spokane Rock Products Inc		Shamrock Paving Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Bond				Public Street Improvement						
238	MONUMENT FRAME AND COVER	1 EA	325.00	325.00	372.00	372.00	372.00	372.00	400.00	400.00
239	CEMENT CONC. SIDEWALK	320 SY	34.00	10,880.00	34.00	10,880.00	30.00	9,600.00	35.00	11,200.00
240	RAMP DETECTABLE WARNING	152 SF	23.00	3,496.00	20.00	3,040.00	20.00	3,040.00	21.00	3,192.00
241	SIGNING, PERMANENT	1 LS	*****	43,000.00	*****	18,580.00	*****	18,580.00	*****	19,135.00
242	PAVEMENT MARKING - DURABLE HEAT APPLIED	127 SF	10.00	1,270.00	8.80	1,117.60	8.78	1,115.06	9.05	1,149.35
243	PAVEMENT MARKING - DURABLE INLAY TAPE	1784 SF	10.00	17,840.00	8.20	14,628.80	8.44	15,056.96	8.45	15,074.80
244	REINFORCED DOWELED CURB	315 LF	8.50	2,677.50	8.10	2,551.50	11.00	3,465.00	8.35	2,630.25
245	TRAFFIC ISLAND CONCRETE	140 SY	46.00	6,440.00	34.00	4,760.00	30.00	4,200.00	35.00	4,900.00
246	STATIONARY BOLLARD	2 EA	500.00	1,000.00	770.00	1,540.00	770.00	1,540.00	800.00	1,600.00
Schedule Totals				1,084,838.19		837,046.35		802,097.04		837,430.75

Project Number: 2005052			Engineer's Estimate		Inland Asphalt Company		Spokane Rock Products Inc		Shamrock Paving Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03 Storm Sewer</i>				<i>Public Street Improvement</i>						
301	REMOVE EXISTING CURB	70 LF	5.00	350.00	3.50	245.00	4.25	297.50	8.35	584.50
302	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	31 SY	6.00	186.00	7.00	217.00	8.00	248.00	17.50	542.50
303	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	5 EA	400.00	2,000.00	242.00	1,210.00	242.00	1,210.00	735.00	3,675.00
304	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	38.00	152.00	34.00	136.00	500.00	2,000.00	40.00	160.00
305	MANHOLE TYPE I-48, BASIC PRICE	2 EA	2,500.00	5,000.00	1,925.00	3,850.00	1,925.00	3,850.00	1,900.00	3,800.00
306	CATCH BASIN TYPE 1	3 EA	1,780.00	5,340.00	2,030.00	6,090.00	2,030.00	6,090.00	1,870.00	5,610.00
307	CATCH BASIN TYPE 2	3 EA	2,200.00	6,600.00	1,890.00	5,670.00	1,890.00	5,670.00	1,900.00	5,700.00
308	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	2 EA	625.00	1,250.00	860.00	1,720.00	860.00	1,720.00	635.00	1,270.00
309	RETROFIT GRATE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	625.00	625.00	860.00	860.00	860.00	860.00	635.00	635.00
310	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	15 EA	615.00	9,225.00	830.00	12,450.00	830.00	12,450.00	605.00	9,075.00
311	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	5 EA	325.00	1,625.00	340.00	1,700.00	340.00	1,700.00	385.00	1,925.00
312	CLEANING EXISTING DRAINAGE STRUCTURE	1 LS	*****	3,200.00	*****	546.00	*****	546.00	*****	215.00
313	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	100.33	1,003.33	6.00	60.00	6.00	60.00	21.00	210.00
314	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	150.50	1,505.00	10.00	100.00	10.00	100.00	32.00	320.00
315	TRENCH SAFETY SYSTEM	1 LS	*****	600.00	*****	900.00	*****	900.00	*****	270.00
316	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	365 LF	35.50	12,957.50	34.00	12,410.00	34.00	12,410.00	36.00	13,140.00
317	PLUGGING EXISTING PIPE	1 EA	150.00	150.00	80.00	80.00	80.00	80.00	270.00	270.00

Project Number: 2005052		Engineer's Estimate		Inland Asphalt Company		Spokane Rock Products Inc		Shamrock Paving Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>							
<i>Schedule 03 Storm Sewer</i>				<i>Public Street Improvement</i>							
318	CLEANING EXISTING SANITARY SEWER	1 LS	*****	1,200.00	*****	3,050.00	*****	3,050.00	*****	2,500.00	
319	CEMENT CONCRETE CURB	70 LF	16.00	1,120.00	16.45	1,151.50	17.00	1,190.00	17.00	1,190.00	
320	CEMENT CONC. SIDEWALK	31 SY	34.00	1,054.00	34.00	1,054.00	23.00	713.00	35.00	1,085.00	
<i>Schedule Totals</i>				55,142.83		53,499.50		55,144.50		52,177.00	

Project Number: 2005052		Engineer's Estimate		Inland Asphalt Company		Spokane Rock Products Inc		Shamrock Paving Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 04</i> Interconnect - ITS				Public Street Improvement						
401	SAWCUTTING RIGID PAVEMENT	392 LFI	1.25	490.00	0.75	294.00	1.00	392.00	1.00	392.00
402	SAWCUTTING FLEXIBLE PAVEMENT	1680 LFI	0.90	1,508.64	0.25	420.00	0.50	840.00	0.30	504.00
403	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	75 SY	6.00	450.00	7.00	525.00	8.00	600.00	8.80	660.00
404	REMOVE EXISTING CURB	152 LF	5.00	760.00	3.50	532.00	4.25	646.00	7.35	1,117.20
405	ROADWAY EXCAVATION INCL. HAUL	175 CY	13.00	2,275.00	9.00	1,575.00	9.10	1,592.50	26.50	4,637.50
406	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	38.00	152.00	34.00	136.00	500.00	2,000.00	40.00	160.00
407	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG70-28, 4 INCH THICK	660 SYI	31.00	20,460.00	9.10	6,006.00	35.50	23,430.00	12.00	7,920.00
408	PAVEMENT REPAIR EXCAVATION INCL. HAUL	165 SY	15.00	2,475.00	12.00	1,980.00	12.00	1,980.00	16.65	2,747.25
409	CEMENT CONCRETE CURB	152 LF	16.00	2,432.00	16.45	2,500.40	20.00	3,040.00	17.00	2,584.00
410	CEMENT CONC. SIDEWALK	61 SY	34.00	2,074.00	34.00	2,074.00	30.00	1,830.00	35.00	2,135.00
411	COMMUNICATION (INTERCONNECT) SYSTEM	1 LS	*****	144,000.00	*****	82,035.00	*****	102,000.00	*****	84,500.00
Schedule Totals				177,076.64		98,077.40		138,350.50		107,356.95

Project Number: 2005052		Engineer's Estimate		Inland Asphalt Company		Spokane Rock Products Inc		Shamrock Paving Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 05</i> North Spokane Irrigation District					Not Public Street Improvement					
501	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	400 SYI	31.00	12,400.00	9.10	3,640.00	45.00	18,000.00	12.00	4,800.00
502	PAVEMENT REPAIR EXCAVATION INCL. HAUL	100 SY	15.00	1,500.00	12.00	1,200.00	12.00	1,200.00	16.65	1,665.00
503	INSTALL DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM	1400 LF	35.00	49,000.00	18.25	25,550.00	22.75	31,850.00	19.00	26,600.00
504	RECONNECT WATER MAIN AT SMITH STREET	1 EA	2,800.00	2,800.00	1,100.00	1,100.00	400.00	400.00	1,325.00	1,325.00
505	RECONNECT WATER MAIN AT FRANCIS AVENUE	1 EA	2,800.00	2,800.00	1,100.00	1,100.00	400.00	400.00	2,650.00	2,650.00
506	TRENCH SAFETY SYSTEM	1 LS	*****	1,465.85	*****	200.00	*****	200.00	*****	500.00
507	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	100.33	1,003.33	6.00	60.00	6.00	60.00	17.00	170.00
508	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	150.50	1,505.00	10.00	100.00	10.00	100.00	26.00	260.00
509	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	745.00	*****	400.00	*****	700.00
510	INSTALL FIRE HYDRANT AND CONNECT TO NEW MAIN	1 EA	4,000.00	4,000.00	800.00	800.00	800.00	800.00	2,400.00	2,400.00
511	RECONNECT EXISTING FIRE HYDRANT	1 EA	2,000.00	2,000.00	800.00	800.00	800.00	800.00	1,450.00	1,450.00
512	RECONNECT EXISTING 1 IN. SERVICE LINE	7 EA	1,250.00	8,750.00	150.00	1,050.00	150.00	1,050.00	640.00	4,480.00
513	RECONNECT EXISTING 2 IN. SERVICE LINE	1 EA	1,250.00	1,250.00	150.00	150.00	150.00	150.00	960.00	960.00
514	REMOVE AND DISPOSE OF EXISTING 6 IN. WATER LINE	1400 LF	5.00	7,000.00	2.50	3,500.00	2.50	3,500.00	6.80	9,520.00
515	REMOVE AND REPLACE CURB AND WALK FOR FIRE HYDRANT	2 EA	500.00	1,000.00	720.00	1,440.00	400.00	800.00	860.00	1,720.00
Schedule Totals				101,474.18		41,435.00		59,710.00		59,200.00

Project Number: 2005052		Engineer's Estimate		Inland Asphalt Company		Spokane Rock Products Inc		Shamrock Paving Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 06</i> COS Water				Not Public Street Improvement						
601	SAWCUTTING RIGID PAVEMENT	392 LFI	1.25	490.00	0.75	294.00	1.00	392.00	1.00	392.00
602	SOD INSTALLATION	28 SY	11.50	322.00	10.00	280.00	10.00	280.00	20.00	560.00
603	TOPSOIL TYPE A, 2 INCH THICK	28 SY	6.00	168.00	8.00	224.00	8.00	224.00	15.00	420.00
604	TRENCH EXCAVATION FOR WATER SERVICE TAP	17 EA	1,100.00	18,700.00	275.00	4,675.00	275.00	4,675.00	800.00	13,600.00
Schedule Totals				19,680.00		5,473.00		5,571.00		14,972.00

Project Number: 2005052		Engineer's Estimate		Inland Asphalt Company		Spokane Rock Products Inc		Shamrock Paving Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 07</i> Sewer				Not Public Street Improvement						
701	CONNECT 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	225.00	225.00	660.00	660.00	660.00	660.00	480.00	480.00
702	EXTERIOR DROP CONNECTION 12 IN. DIAM	1 EA	2,000.00	2,000.00	5,483.00	5,483.00	5,483.00	5,483.00	3,680.00	3,680.00
703	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	20 LF	38.00	760.00	63.00	1,260.00	63.00	1,260.00	85.00	1,700.00
Schedule Totals				2,985.00	7,403.00	7,403.00	7,403.00	5,860.00		

Project Number: 2005052		Engineer's Estimate		Red Diamond Construction Inc		MDM Construction		Half Moon Construction & Leasing Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Common Items				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	600.00	*****	350.00	*****	750.00	*****	1,300.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	10,000.00	*****	3,000.00	*****	12,000.00	*****	5,000.00
104	MOBILIZATION	1 LS	*****	95,000.00	*****	84,000.00	*****	68,000.00	*****	99,000.00
105	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	35,025.75	*****	36,500.00	*****	20,000.00	*****	11,000.00
106	SPECIAL SIGNS	198 SF	16.00	3,168.00	10.00	1,980.00	10.00	1,980.00	9.00	1,782.00
107	SEQUENTIAL ARROW SIGN	2000 HR	1.50	3,000.00	2.00	4,000.00	4.75	9,500.00	2.10	4,200.00
108	PORTABLE CHANGEABLE MESSAGE SIGN	240 HR	6.50	1,560.00	4.50	1,080.00	7.30	1,752.00	4.00	960.00
109	TYPE III BARRICADE	30 EA	45.00	1,350.00	20.00	600.00	27.00	810.00	19.00	570.00
110	ESC LEAD	1 LS	*****	2,500.00	*****	300.00	*****	1,800.00	*****	1,300.00
111	STREET CLEANING	50 HR	75.00	3,750.00	5.00	250.00	160.00	8,000.00	190.00	9,500.00
112	INLET PROTECTION	17 EA	90.00	1,530.00	40.00	680.00	135.00	2,295.00	165.00	2,805.00
Schedule Totals				157,484.75		132,741.00		126,888.00		137,418.00

Project Number: 2005052			Engineer's Estimate		Red Diamond Construction Inc		MDM Construction		Half Moon Construction & Leasing Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Bond				Public Street Improvement						
201	POTHOLING	2 EA	300.00	600.00	250.00	500.00	500.00	1,000.00	450.00	900.00
202	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	385.00	1,540.00	350.00	1,400.00	315.00	1,260.00	1,700.00	6,800.00
203	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,400.00	*****	1,400.00	*****	1,600.00	*****	600.00
204	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,800.00	*****	800.00	*****	4,900.00	*****	2,800.00
205	REMOVE EXISTING CURB	1050 LF	5.00	5,250.00	4.00	4,200.00	2.00	2,100.00	3.00	3,150.00
206	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	550 SY	6.00	3,300.00	4.00	2,200.00	5.00	2,750.00	5.00	2,750.00
207	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	5 EA	400.00	2,000.00	200.00	1,000.00	400.00	2,000.00	1,300.00	6,500.00
208	SAWCUTTING RIGID PAVEMENT	2590 LFI	1.25	3,237.50	0.90	2,331.00	1.00	2,590.00	1.00	2,590.00
209	SAWCUTTING FLEXIBLE PAVEMENT	3425 LFI	0.60	2,055.00	0.35	1,198.75	0.30	1,027.50	0.50	1,712.50
210	REMOVE EXISTING 8 IN. DIA. STORM PIPE	112 LF	3.50	392.00	4.00	448.00	25.00	2,800.00	17.00	1,904.00
211	ROADWAY EXCAVATION INCL. HAUL	6675 CY	13.00	86,775.00	8.63	57,605.25	7.50	50,062.50	18.00	120,150.00
212	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	17.00	1,700.00	0.01	1.00	10.00	1,000.00	23.00	2,300.00
213	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	19.00	1,900.00	0.01	1.00	12.50	1,250.00	39.00	3,900.00
214	PREPARATION OF UNTREATED ROADWAY	15635 SY	2.00	31,270.00	1.20	18,762.00	1.50	23,452.50	2.00	31,270.00
215	CRUSHED SURFACING TOP COURSE	900 CY	40.00	36,000.00	27.00	24,300.00	46.50	41,850.00	62.00	55,800.00
216	CRUSHED SURFACING BASE COURSE	2560 CY	35.00	89,600.00	26.00	66,560.00	22.00	56,320.00	46.00	117,760.00
217	CSTC FOR SIDEWALK AND DRIVEWAYS	110 CY	38.00	4,180.00	22.00	2,420.00	22.75	2,502.50	32.00	3,520.00
218	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	16475 SY	9.00	148,275.00	8.20	135,095.00	8.50	140,037.50	8.10	133,447.50
219	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	30710 SY	16.00	491,360.00	11.25	345,487.50	12.00	368,520.00	11.50	353,165.00

<i>Project Number:</i> 2005052		<i>Engineer's Estimate</i>			Red Diamond Construction Inc		MDM Construction		Half Moon Construction & Leasing Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> Bond					Public Street Improvement					
220	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	280 SY	15.00	4,200.00	30.00	8,400.00	34.00	9,520.00	20.00	5,600.00
221	PLANING BITUMINOUS PAVEMENT	1120 SY	4.30	4,818.69	3.00	3,360.00	2.00	2,240.00	3.00	3,360.00
222	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	42 SY	15.00	630.00	90.00	3,780.00	120.00	5,040.00	26.00	1,092.00
223	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
224	COMPACTION PRICE ADJUSTMENT	1 EST	9,353.00	9,353.00	9,353.00	9,353.00	9,353.00	9,353.00	9,353.00	9,353.00
225	CEMENT CONCRETE CURB WALL	31 LF	40.00	1,240.00	50.00	1,550.00	47.00	1,457.00	53.00	1,643.00
226	ADJUST EXISTING VALVE BOX IN ASPHALT	16 EA	280.00	4,480.00	200.00	3,200.00	390.00	6,240.00	700.00	11,200.00
227	CATCH BASIN TYPE 1	5 EA	1,780.00	8,900.00	1,850.00	9,250.00	1,400.00	7,000.00	2,400.00	12,000.00
228	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	5 EA	325.00	1,625.00	300.00	1,500.00	425.00	2,125.00	700.00	3,500.00
229	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	186 LF	37.00	6,882.00	30.00	5,580.00	61.00	11,346.00	78.00	14,508.00
230	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	365.00	*****	540.00	*****	100.00
231	TOPSOIL TYPE A, 2 INCH THICK	55 SY	6.00	330.00	5.00	275.00	10.00	550.00	13.00	715.00
232	SOD INSTALLATION	55 SY	11.50	632.50	15.00	825.00	11.75	646.25	16.00	880.00
233	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	1,500.00	*****	2,400.00	*****	3,500.00	*****	2,100.00
234	CEMENT CONCRETE CURB	570 LF	16.00	9,120.00	17.50	9,975.00	19.00	10,830.00	17.00	9,690.00
235	CEMENT CONC. CURB AND GUTTER	510 LF	22.50	11,475.00	27.00	13,770.00	23.00	11,730.00	23.00	11,730.00
236	CEMENT CONCRETE DRIVEWAY	360 SY	41.50	14,940.00	43.50	15,660.00	82.00	29,520.00	38.00	13,680.00
237	CHANNELIZING DEVICES	2 EA	75.00	150.00	75.00	150.00	73.00	146.00	64.00	128.00

Project Number: 2005052		Engineer's Estimate		Red Diamond Construction Inc		MDM Construction		Half Moon Construction & Leasing Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Bond				Public Street Improvement						
238	MONUMENT FRAME AND COVER	1 EA	325.00	325.00	300.00	300.00	270.00	270.00	700.00	700.00
239	CEMENT CONC. SIDEWALK	320 SY	34.00	10,880.00	37.00	11,840.00	53.00	16,960.00	35.00	11,200.00
240	RAMP DETECTABLE WARNING	152 SF	23.00	3,496.00	22.00	3,344.00	21.00	3,192.00	21.00	3,192.00
241	SIGNING, PERMANENT	1 LS	*****	43,000.00	*****	20,000.00	*****	20,000.00	*****	18,800.00
242	PAVEMENT MARKING - DURABLE HEAT APPLIED	127 SF	10.00	1,270.00	8.80	1,117.60	9.00	1,143.00	9.00	1,143.00
243	PAVEMENT MARKING - DURABLE INLAY TAPE	1784 SF	10.00	17,840.00	8.20	14,628.80	8.85	15,788.40	9.00	16,056.00
244	REINFORCED DOWELED CURB	315 LF	8.50	2,677.50	8.40	2,646.00	7.50	2,362.50	9.00	2,835.00
245	TRAFFIC ISLAND CONCRETE	140 SY	46.00	6,440.00	29.50	4,130.00	40.00	5,600.00	35.00	4,900.00
246	STATIONARY BOLLARD	2 EA	500.00	1,000.00	700.00	1,400.00	610.00	1,220.00	780.00	1,560.00
Schedule Totals				1,084,838.19		814,507.90		885,340.65		1,012,683.00

Project Number: 2005052			Engineer's Estimate		Red Diamond Construction Inc		MDM Construction		Half Moon Construction & Leasing Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03 Storm Sewer</i>				<i>Public Street Improvement</i>						
301	REMOVE EXISTING CURB	70 LF	5.00	350.00	4.00	280.00	2.00	140.00	3.00	210.00
302	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	31 SY	6.00	186.00	4.00	124.00	5.00	155.00	5.00	155.00
303	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	5 EA	400.00	2,000.00	200.00	1,000.00	160.00	800.00	1,300.00	6,500.00
304	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	38.00	152.00	25.00	100.00	22.50	90.00	75.00	300.00
305	MANHOLE TYPE I-48, BASIC PRICE	2 EA	2,500.00	5,000.00	1,900.00	3,800.00	1,500.00	3,000.00	3,600.00	7,200.00
306	CATCH BASIN TYPE 1	3 EA	1,780.00	5,340.00	1,850.00	5,550.00	1,400.00	4,200.00	2,400.00	7,200.00
307	CATCH BASIN TYPE 2	3 EA	2,200.00	6,600.00	2,200.00	6,600.00	1,450.00	4,350.00	2,500.00	7,500.00
308	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	2 EA	625.00	1,250.00	700.00	1,400.00	675.00	1,350.00	1,200.00	2,400.00
309	RETROFIT GRATE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	625.00	625.00	700.00	700.00	675.00	675.00	1,200.00	1,200.00
310	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	15 EA	615.00	9,225.00	700.00	10,500.00	650.00	9,750.00	1,100.00	16,500.00
311	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	5 EA	325.00	1,625.00	300.00	1,500.00	600.00	3,000.00	700.00	3,500.00
312	CLEANING EXISTING DRAINAGE STRUCTURE	1 LS	*****	3,200.00	*****	1,875.00	*****	1,000.00	*****	15,000.00
313	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	100.33	1,003.33	0.01	0.10	12.00	120.00	23.00	230.00
314	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	150.50	1,505.00	0.01	0.10	20.00	200.00	39.00	390.00
315	TRENCH SAFETY SYSTEM	1 LS	*****	600.00	*****	289.00	*****	450.00	*****	100.00
316	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	365 LF	35.50	12,957.50	30.00	10,950.00	40.00	14,600.00	74.00	27,010.00
317	PLUGGING EXISTING PIPE	1 EA	150.00	150.00	50.00	50.00	1,000.00	1,000.00	250.00	250.00

Project Number: 2005052		Engineer's Estimate		Red Diamond Construction Inc		MDM Construction		Half Moon Construction & Leasing Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>							
<i>Schedule 03 Storm Sewer</i>				<i>Public Street Improvement</i>							
318	CLEANING EXISTING SANITARY SEWER	1 LS	*****	1,200.00	*****	2,000.00	*****	3,400.00	*****	7,500.00	
319	CEMENT CONCRETE CURB	70 LF	16.00	1,120.00	17.50	1,225.00	16.50	1,155.00	17.00	1,190.00	
320	CEMENT CONC. SIDEWALK	31 SY	34.00	1,054.00	37.00	1,147.00	53.00	1,643.00	35.00	1,085.00	
<i>Schedule Totals</i>				55,142.83		49,090.20		51,078.00		105,420.00	

Project Number: 2005052		Engineer's Estimate		Red Diamond Construction Inc		MDM Construction		Half Moon Construction & Leasing Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 04</i> Interconnect - ITS				Public Street Improvement						
401	SAWCUTTING RIGID PAVEMENT	392 LFI	1.25	490.00	0.90	352.80	1.00	392.00	1.00	392.00
402	SAWCUTTING FLEXIBLE PAVEMENT	1680 LFI	0.90	1,508.64	0.35	588.00	0.30	504.00	0.50	840.00
403	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	75 SY	6.00	450.00	4.00	300.00	5.00	375.00	5.00	375.00
404	REMOVE EXISTING CURB	152 LF	5.00	760.00	4.00	608.00	2.00	304.00	3.00	456.00
405	ROADWAY EXCAVATION INCL. HAUL	175 CY	13.00	2,275.00	9.00	1,575.00	5.50	962.50	32.00	5,600.00
406	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	38.00	152.00	25.00	100.00	22.00	88.00	61.00	244.00
407	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG70-28, 4 INCH THICK	660 SYI	31.00	20,460.00	30.00	19,800.00	45.00	29,700.00	8.00	5,280.00
408	PAVEMENT REPAIR EXCAVATION INCL. HAUL	165 SY	15.00	2,475.00	5.25	866.25	16.00	2,640.00	25.00	4,125.00
409	CEMENT CONCRETE CURB	152 LF	16.00	2,432.00	17.50	2,660.00	17.00	2,584.00	17.00	2,584.00
410	CEMENT CONC. SIDEWALK	61 SY	34.00	2,074.00	37.00	2,257.00	53.50	3,263.50	35.00	2,135.00
411	COMMUNICATION (INTERCONNECT) SYSTEM	1 LS	*****	144,000.00	*****	90,000.00	*****	95,000.00	*****	91,000.00
Schedule Totals				177,076.64		119,107.05		135,813.00		113,031.00

Project Number: 2005052		Engineer's Estimate		Red Diamond Construction Inc		MDM Construction		Half Moon Construction & Leasing Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 05</i> North Spokane Irrigation District				Not Public Street Improvement						
501	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	400 SYI	31.00	12,400.00	30.00	12,000.00	45.00	18,000.00	8.00	3,200.00
502	PAVEMENT REPAIR EXCAVATION INCL. HAUL	100 SY	15.00	1,500.00	5.25	525.00	16.00	1,600.00	33.00	3,300.00
503	INSTALL DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM	1400 LF	35.00	49,000.00	30.00	42,000.00	19.00	26,600.00	42.00	58,800.00
504	RECONNECT WATER MAIN AT SMITH STREET	1 EA	2,800.00	2,800.00	600.00	600.00	1,700.00	1,700.00	2,200.00	2,200.00
505	RECONNECT WATER MAIN AT FRANCIS AVENUE	1 EA	2,800.00	2,800.00	750.00	750.00	1,200.00	1,200.00	2,200.00	2,200.00
506	TRENCH SAFETY SYSTEM	1 LS	*****	1,465.85	*****	500.00	*****	175.00	*****	100.00
507	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	100.33	1,003.33	0.01	0.10	11.00	110.00	23.00	230.00
508	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	150.50	1,505.00	0.01	0.10	20.00	200.00	39.00	390.00
509	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	250.00	*****	1,500.00	*****	100.00
510	INSTALL FIRE HYDRANT AND CONNECT TO NEW MAIN	1 EA	4,000.00	4,000.00	4,500.00	4,500.00	2,300.00	2,300.00	5,500.00	5,500.00
511	RECONNECT EXISTING FIRE HYDRANT	1 EA	2,000.00	2,000.00	2,000.00	2,000.00	1,725.00	1,725.00	3,000.00	3,000.00
512	RECONNECT EXISTING 1 IN. SERVICE LINE	7 EA	1,250.00	8,750.00	450.00	3,150.00	540.00	3,780.00	1,200.00	8,400.00
513	RECONNECT EXISTING 2 IN. SERVICE LINE	1 EA	1,250.00	1,250.00	700.00	700.00	540.00	540.00	1,800.00	1,800.00
514	REMOVE AND DISPOSE OF EXISTING 6 IN. WATER LINE	1400 LF	5.00	7,000.00	2.15	3,010.00	3.00	4,200.00	11.00	15,400.00
515	REMOVE AND REPLACE CURB AND WALK FOR FIRE HYDRANT	2 EA	500.00	1,000.00	1,200.00	2,400.00	475.00	950.00	2,100.00	4,200.00
Schedule Totals				101,474.18		72,385.20		64,580.00		108,820.00

Project Number: 2005052		Engineer's Estimate		Red Diamond Construction Inc		MDM Construction		Half Moon Construction & Leasing Inc		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 06</i> COS Water				Not Public Street Improvement						
601	SAWCUTTING RIGID PAVEMENT	392 LFI	1.25	490.00	1.00	392.00	1.00	392.00	1.00	392.00
602	SOD INSTALLATION	28 SY	11.50	322.00	15.00	420.00	11.75	329.00	16.00	448.00
603	TOPSOIL TYPE A, 2 INCH THICK	28 SY	6.00	168.00	12.00	336.00	11.00	308.00	13.00	364.00
604	TRENCH EXCAVATION FOR WATER SERVICE TAP	17 EA	1,100.00	18,700.00	375.00	6,375.00	540.00	9,180.00	1,300.00	22,100.00
Schedule Totals				19,680.00		7,523.00		10,209.00		23,304.00

Project Number: 2005052		Engineer's Estimate		Poe Asphalt Paving		Advanced Excavation Inc		Knife River		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Common Items				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	600.00	*****	2,500.00	*****	1,800.00	*****	500.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	10,000.00	*****	4,500.00	*****	10,000.00	*****	8,000.00
104	MOBILIZATION	1 LS	*****	95,000.00	*****	94,482.34	*****	128,000.00	*****	255,400.00
105	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	35,025.75	*****	45,575.00	*****	34,168.00	*****	42,000.00
106	SPECIAL SIGNS	198 SF	16.00	3,168.00	8.50	1,683.00	15.00	2,970.00	9.50	1,881.00
107	SEQUENTIAL ARROW SIGN	2000 HR	1.50	3,000.00	0.80	1,600.00	2.00	4,000.00	2.25	4,500.00
108	PORTABLE CHANGEABLE MESSAGE SIGN	240 HR	6.50	1,560.00	4.50	1,080.00	10.00	2,400.00	4.00	960.00
109	TYPE III BARRICADE	30 EA	45.00	1,350.00	20.00	600.00	80.00	2,400.00	20.00	600.00
110	ESC LEAD	1 LS	*****	2,500.00	*****	2,500.00	*****	2,000.00	*****	650.00
111	STREET CLEANING	50 HR	75.00	3,750.00	155.00	7,750.00	220.00	11,000.00	150.00	7,500.00
112	INLET PROTECTION	17 EA	90.00	1,530.00	105.00	1,785.00	80.00	1,360.00	85.00	1,445.00
Schedule Totals				157,484.75		164,056.34		200,099.00		323,437.00

Project Number: 2005052			Engineer's Estimate		Poe Asphalt Paving		Advanced Excavation Inc		Knife River	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Bond				Public Street Improvement						
201	POTHOLING	2 EA	300.00	600.00	400.00	800.00	525.00	1,050.00	105.00	210.00
202	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	385.00	1,540.00	300.00	1,200.00	625.00	2,500.00	600.00	2,400.00
203	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,400.00	*****	1,500.00	*****	1,500.00	*****	110.00
204	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,800.00	*****	25,000.00	*****	7,000.00	*****	1,800.00
205	REMOVE EXISTING CURB	1050 LF	5.00	5,250.00	3.00	3,150.00	8.00	8,400.00	4.75	4,987.50
206	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	550 SY	6.00	3,300.00	5.50	3,025.00	9.00	4,950.00	9.00	4,950.00
207	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	5 EA	400.00	2,000.00	500.00	2,500.00	400.00	2,000.00	270.00	1,350.00
208	SAWCUTTING RIGID PAVEMENT	2590 LFI	1.25	3,237.50	0.89	2,305.10	1.00	2,590.00	1.00	2,590.00
209	SAWCUTTING FLEXIBLE PAVEMENT	3425 LFI	0.60	2,055.00	0.25	856.25	0.40	1,370.00	0.25	856.25
210	REMOVE EXISTING 8 IN. DIA. STORM PIPE	112 LF	3.50	392.00	16.00	1,792.00	6.00	672.00	9.00	1,008.00
211	ROADWAY EXCAVATION INCL. HAUL	6675 CY	13.00	86,775.00	21.59	144,113.25	16.00	106,800.00	10.00	66,750.00
212	REMOVE UNSUITABLE FOUNDATION MATERIAL	100 CY	17.00	1,700.00	24.00	2,400.00	25.00	2,500.00	6.75	675.00
213	REPLACE UNSUITABLE FOUNDATION MATERIAL	100 CY	19.00	1,900.00	325.00	32,500.00	34.00	3,400.00	11.00	1,100.00
214	PREPARATION OF UNTREATED ROADWAY	15635 SY	2.00	31,270.00	4.50	70,357.50	1.80	28,143.00	1.60	25,016.00
215	CRUSHED SURFACING TOP COURSE	900 CY	40.00	36,000.00	41.22	37,098.00	36.00	32,400.00	55.00	49,500.00
216	CRUSHED SURFACING BASE COURSE	2560 CY	35.00	89,600.00	34.03	87,116.80	34.00	87,040.00	38.00	97,280.00
217	CSTC FOR SIDEWALK AND DRIVEWAYS	110 CY	38.00	4,180.00	52.25	5,747.50	32.00	3,520.00	25.00	2,750.00
218	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	16475 SY	9.00	148,275.00	8.51	140,202.25	11.00	181,225.00	10.50	172,987.50
219	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	30710 SY	16.00	491,360.00	11.99	368,212.90	14.00	429,940.00	13.85	425,333.50

<i>Project Number:</i> 2005052		<i>Engineer's Estimate</i>			Poe Asphalt Paving		Advanced Excavation Inc		Knife River	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> Bond					Public Street Improvement					
220	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	280 SY	15.00	4,200.00	40.24	11,267.20	22.00	6,160.00	19.00	5,320.00
221	PLANING BITUMINOUS PAVEMENT	1120 SY	4.30	4,818.69	4.97	5,566.40	2.20	2,464.00	2.25	2,520.00
222	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2 INCH THICK	42 SY	15.00	630.00	70.46	2,959.32	60.00	2,520.00	52.00	2,184.00
223	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
224	COMPACTION PRICE ADJUSTMENT	1 EST	9,353.00	9,353.00	9,353.00	9,353.00	9,353.00	9,353.00	9,353.00	9,353.00
225	CEMENT CONCRETE CURB WALL	31 LF	40.00	1,240.00	36.00	1,116.00	42.00	1,302.00	40.00	1,240.00
226	ADJUST EXISTING VALVE BOX IN ASPHALT	16 EA	280.00	4,480.00	325.00	5,200.00	280.00	4,480.00	350.00	5,600.00
227	CATCH BASIN TYPE 1	5 EA	1,780.00	8,900.00	700.00	3,500.00	1,680.00	8,400.00	2,250.00	11,250.00
228	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	5 EA	325.00	1,625.00	30.00	150.00	620.00	3,100.00	380.00	1,900.00
229	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	186 LF	37.00	6,882.00	40.00	7,440.00	45.00	8,370.00	38.00	7,068.00
230	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	700.00	*****	1,800.00	*****	445.00
231	TOPSOIL TYPE A, 2 INCH THICK	55 SY	6.00	330.00	12.00	660.00	15.00	825.00	9.00	495.00
232	SOD INSTALLATION	55 SY	11.50	632.50	15.00	825.00	8.00	440.00	11.00	605.00
233	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	1,500.00	*****	2,000.00	*****	8,000.00	*****	1,675.00
234	CEMENT CONCRETE CURB	570 LF	16.00	9,120.00	14.00	7,980.00	18.00	10,260.00	15.00	8,550.00
235	CEMENT CONC. CURB AND GUTTER	510 LF	22.50	11,475.00	22.00	11,220.00	25.00	12,750.00	24.00	12,240.00
236	CEMENT CONCRETE DRIVEWAY	360 SY	41.50	14,940.00	44.00	15,840.00	52.00	18,720.00	50.00	18,000.00
237	CHANNELIZING DEVICES	2 EA	75.00	150.00	65.00	130.00	280.00	560.00	75.00	150.00

Project Number: 2005052		Engineer's Estimate		Poe Asphalt Paving		Advanced Excavation Inc		Knife River		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> Bond				Public Street Improvement						
238	MONUMENT FRAME AND COVER	1 EA	325.00	325.00	500.00	500.00	800.00	800.00	415.00	415.00
239	CEMENT CONC. SIDEWALK	320 SY	34.00	10,880.00	40.00	12,800.00	44.00	14,080.00	44.00	14,080.00
240	RAMP DETECTABLE WARNING	152 SF	23.00	3,496.00	20.00	3,040.00	23.00	3,496.00	22.00	3,344.00
241	SIGNING, PERMANENT	1 LS	*****	43,000.00	*****	18,580.00	*****	22,000.00	*****	20,200.00
242	PAVEMENT MARKING - DURABLE HEAT APPLIED	127 SF	10.00	1,270.00	8.78	1,115.06	16.00	2,032.00	9.50	1,206.50
243	PAVEMENT MARKING - DURABLE INLAY TAPE	1784 SF	10.00	17,840.00	8.19	14,610.96	16.00	28,544.00	9.00	16,056.00
244	REINFORCED DOWELED CURB	315 LF	8.50	2,677.50	7.00	2,205.00	12.00	3,780.00	7.75	2,441.25
245	TRAFFIC ISLAND CONCRETE	140 SY	46.00	6,440.00	28.00	3,920.00	34.00	4,760.00	31.25	4,375.00
246	STATIONARY BOLLARD	2 EA	500.00	1,000.00	770.00	1,540.00	1,700.00	3,400.00	630.00	1,260.00
Schedule Totals				1,084,838.19		1,074,093.49		1,089,395.00		1,013,625.50

Project Number: 2005052			Engineer's Estimate		Poe Asphalt Paving		Advanced Excavation Inc		Knife River	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03 Storm Sewer</i>				<i>Public Street Improvement</i>						
301	REMOVE EXISTING CURB	70 LF	5.00	350.00	3.00	210.00	12.00	840.00	4.75	332.50
302	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	31 SY	6.00	186.00	5.50	170.50	17.00	527.00	9.00	279.00
303	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	5 EA	400.00	2,000.00	500.00	2,500.00	300.00	1,500.00	270.00	1,350.00
304	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	38.00	152.00	101.85	407.40	100.00	400.00	47.00	188.00
305	MANHOLE TYPE I-48, BASIC PRICE	2 EA	2,500.00	5,000.00	3,600.00	7,200.00	3,102.00	6,204.00	2,150.00	4,300.00
306	CATCH BASIN TYPE 1	3 EA	1,780.00	5,340.00	1,600.00	4,800.00	1,700.00	5,100.00	2,275.00	6,825.00
307	CATCH BASIN TYPE 2	3 EA	2,200.00	6,600.00	3,500.00	10,500.00	2,200.00	6,600.00	2,100.00	6,300.00
308	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	2 EA	625.00	1,250.00	600.00	1,200.00	600.00	1,200.00	960.00	1,920.00
309	RETROFIT GRATE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	625.00	625.00	600.00	600.00	625.00	625.00	960.00	960.00
310	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	15 EA	615.00	9,225.00	600.00	9,000.00	420.00	6,300.00	1,000.00	15,000.00
311	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	5 EA	325.00	1,625.00	600.00	3,000.00	600.00	3,000.00	380.00	1,900.00
312	CLEANING EXISTING DRAINAGE STRUCTURE	1 LS	*****	3,200.00	*****	3,500.00	*****	3,400.00	*****	610.00
313	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	100.33	1,003.33	14.00	140.00	60.00	600.00	6.75	67.50
314	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	150.50	1,505.00	24.00	240.00	80.00	800.00	11.00	110.00
315	TRENCH SAFETY SYSTEM	1 LS	*****	600.00	*****	1,500.00	*****	1,500.00	*****	1,000.00
316	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	365 LF	35.50	12,957.50	30.00	10,950.00	42.00	15,330.00	38.00	13,870.00
317	PLUGGING EXISTING PIPE	1 EA	150.00	150.00	650.00	650.00	325.00	325.00	90.00	90.00

Project Number: 2005052			Engineer's Estimate		Poe Asphalt Paving		Advanced Excavation Inc		Knife River	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> Storm Sewer				Public Street Improvement						
318	CLEANING EXISTING SANITARY SEWER	1 LS	*****	1,200.00	*****	3,500.00	*****	2,860.00	*****	3,400.00
319	CEMENT CONCRETE CURB	70 LF	16.00	1,120.00	14.00	980.00	20.00	1,400.00	15.50	1,085.00
320	CEMENT CONC. SIDEWALK	31 SY	34.00	1,054.00	40.00	1,240.00	48.00	1,488.00	44.50	1,379.50
<i>Schedule Totals</i>				55,142.83		62,287.90		59,999.00		60,966.50

Project Number: 2005052			Engineer's Estimate		Poe Asphalt Paving		Advanced Excavation Inc		Knife River	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 04</i> Interconnect - ITS				Public Street Improvement						
401	SAWCUTTING RIGID PAVEMENT	392 LFI	1.25	490.00	0.89	348.88	2.00	784.00	1.00	392.00
402	SAWCUTTING FLEXIBLE PAVEMENT	1680 LFI	0.90	1,508.64	0.25	420.00	0.35	588.00	0.25	420.00
403	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	75 SY	6.00	450.00	10.00	750.00	6.00	450.00	9.00	675.00
404	REMOVE EXISTING CURB	152 LF	5.00	760.00	3.00	456.00	12.00	1,824.00	4.75	722.00
405	ROADWAY EXCAVATION INCL. HAUL	175 CY	13.00	2,275.00	20.00	3,500.00	22.00	3,850.00	10.00	1,750.00
406	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	38.00	152.00	99.23	396.92	100.00	400.00	23.00	92.00
407	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG70-28, 4 INCH THICK	660 SYI	31.00	20,460.00	19.00	12,540.00	9.00	5,940.00	42.00	27,720.00
408	PAVEMENT REPAIR EXCAVATION INCL. HAUL	165 SY	15.00	2,475.00	7.75	1,278.75	25.00	4,125.00	13.50	2,227.50
409	CEMENT CONCRETE CURB	152 LF	16.00	2,432.00	14.00	2,128.00	22.00	3,344.00	15.50	2,356.00
410	CEMENT CONC. SIDEWALK	61 SY	34.00	2,074.00	40.00	2,440.00	44.00	2,684.00	45.00	2,745.00
411	COMMUNICATION (INTERCONNECT) SYSTEM	1 LS	*****	144,000.00	*****	89,033.00	*****	92,000.00	*****	86,500.00
Schedule Totals				177,076.64		113,291.55		115,989.00		125,599.50

Project Number: 2005052			Engineer's Estimate		Poe Asphalt Paving		Advanced Excavation Inc		Knife River	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 05</i> North Spokane Irrigation District					Not Public Street Improvement					
501	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	400 SYI	31.00	12,400.00	22.51	9,004.00	9.00	3,600.00	42.00	16,800.00
502	PAVEMENT REPAIR EXCAVATION INCL. HAUL	100 SY	15.00	1,500.00	7.75	775.00	15.00	1,500.00	13.50	1,350.00
503	INSTALL DUCTILE IRON PIPE FOR WATER MAIN 6 IN. DIAM	1400 LF	35.00	49,000.00	25.50	35,700.00	16.00	22,400.00	22.00	30,800.00
504	RECONNECT WATER MAIN AT SMITH STREET	1 EA	2,800.00	2,800.00	1,000.00	1,000.00	2,980.00	2,980.00	2,000.00	2,000.00
505	RECONNECT WATER MAIN AT FRANCIS AVENUE	1 EA	2,800.00	2,800.00	1,000.00	1,000.00	2,980.00	2,980.00	2,000.00	2,000.00
506	TRENCH SAFETY SYSTEM	1 LS	*****	1,465.85	*****	1,500.00	*****	2,000.00	*****	225.00
507	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	100.33	1,003.33	14.00	140.00	45.00	450.00	6.75	67.50
508	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	150.50	1,505.00	24.00	240.00	65.00	650.00	11.00	110.00
509	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	1,500.00	*****	1,500.00	*****	2,000.00
510	INSTALL FIRE HYDRANT AND CONNECT TO NEW MAIN	1 EA	4,000.00	4,000.00	4,800.00	4,800.00	2,180.00	2,180.00	900.00	900.00
511	RECONNECT EXISTING FIRE HYDRANT	1 EA	2,000.00	2,000.00	1,500.00	1,500.00	1,600.00	1,600.00	900.00	900.00
512	RECONNECT EXISTING 1 IN. SERVICE LINE	7 EA	1,250.00	8,750.00	1,800.00	12,600.00	450.00	3,150.00	165.00	1,155.00
513	RECONNECT EXISTING 2 IN. SERVICE LINE	1 EA	1,250.00	1,250.00	1,800.00	1,800.00	520.00	520.00	165.00	165.00
514	REMOVE AND DISPOSE OF EXISTING 6 IN. WATER LINE	1400 LF	5.00	7,000.00	10.00	14,000.00	6.00	8,400.00	2.75	3,850.00
515	REMOVE AND REPLACE CURB AND WALK FOR FIRE HYDRANT	2 EA	500.00	1,000.00	800.00	1,600.00	1,520.00	3,040.00	160.00	320.00
Schedule Totals				101,474.18		87,159.00		56,950.00		62,642.50

Project Number: 2005052		Engineer's Estimate		Poe Asphalt Paving		Advanced Excavation Inc		Knife River		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 06</i> COS Water				Not Public Street Improvement						
601	SAWCUTTING RIGID PAVEMENT	392 LFI	1.25	490.00	0.89	348.88	1.00	392.00	1.00	392.00
602	SOD INSTALLATION	28 SY	11.50	322.00	15.00	420.00	18.00	504.00	11.00	308.00
603	TOPSOIL TYPE A, 2 INCH THICK	28 SY	6.00	168.00	12.00	336.00	10.00	280.00	9.00	252.00
604	TRENCH EXCAVATION FOR WATER SERVICE TAP	17 EA	1,100.00	18,700.00	500.00	8,500.00	300.00	5,100.00	300.00	5,100.00
Schedule Totals				19,680.00		9,604.88		6,276.00		6,052.00

Project Number: 2005052			Engineer's Estimate		Poe Asphalt Paving		Advanced Excavation Inc		Knife River	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 07 Sewer</i>				<i>Not Public Street Improvement</i>						
701	CONNECT 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	225.00	225.00	5,160.27	5,160.27	980.00	980.00	750.00	750.00
702	EXTERIOR DROP CONNECTION 12 IN. DIAM	1 EA	2,000.00	2,000.00	2,500.00	2,500.00	1,200.00	1,200.00	6,140.00	6,140.00
703	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	20 LF	38.00	760.00	150.00	3,000.00	68.00	1,360.00	70.00	1,400.00
Schedule Totals				2,985.00		10,660.27		3,540.00		8,290.00

Project Number: 2005052			Engineer's Estimate		Red Diamond Construction Inc		MDM Construction		Half Moon Construction & Leasing Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>			<i>Tax Classification</i>							
<i>Schedule 07 Sewer</i>			<i>Not Public Street Improvement</i>							
701	CONNECT 12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	225.00	225.00	500.00	500.00	175.00	175.00	800.00	800.00
702	EXTERIOR DROP CONNECTION 12 IN. DIAM	1 EA	2,000.00	2,000.00	5,000.00	5,000.00	3,600.00	3,600.00	2,600.00	2,600.00
703	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	20 LF	38.00	760.00	35.00	700.00	145.00	2,900.00	163.00	3,260.00
Schedule Totals				2,985.00		6,200.00		6,675.00		6,660.00

Project Number

2005052

Francis Avenue from Crestline Street to Haven Street

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	157,484.75	1,084,838.19	55,142.83	177,076.64	101,474.18	19,680.00	2,985.00	0.00	1,598,681.59
Inland Asphalt Compan	94,724.00	837,046.35	53,499.50	98,077.40	41,435.00	5,473.00	7,403.00	0.00	1,137,658.25
Spokane Rock Product	109,423.96	802,097.04	55,144.50	138,350.50	59,710.00	5,571.00	7,403.00	0.00	1,177,700.00
Shamrock Paving Inc	103,955.00	837,430.75	52,177.00	107,356.95	59,200.00	14,972.00	5,860.00	0.00	1,180,951.70
Red Diamond Construc	132,741.00	814,507.90	49,090.20	119,107.05	72,385.20	7,523.00	6,200.00	0.00	1,201,554.35
MDM Construction	126,888.00	885,340.65	51,078.00	135,813.00	64,580.00	10,209.00	6,675.00	0.00	1,280,583.65
Half Moon Construction	137,418.00	1,012,683.00	105,420.00	113,031.00	108,820.00	23,304.00	6,660.00	0.00	1,507,336.00
Poe Asphalt Paving	164,056.34	1,074,093.49	62,287.90	113,291.55	87,159.00	9,604.88	10,660.27	0.00	1,521,153.43
Advanced Excavation I	200,099.00	1,089,395.00	59,999.00	115,989.00	56,950.00	6,276.00	3,540.00	0.00	1,532,248.00
Knife River	323,437.00	1,013,625.50	60,966.50	125,599.50	62,642.50	6,052.00	8,290.00	0.00	1,600,613.00

Low Bid Contractor: Inland Asphalt Company

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$94,724.00	\$157,484.75	39.85	% Under Estimate
Schedule 02	\$837,046.35	\$1,084,838.19	22.84	% Under Estimate
Schedule 03	\$53,499.50	\$55,142.83	2.98	% Under Estimate
Schedule 04	\$98,077.40	\$177,076.64	44.61	% Under Estimate
Schedule 05	\$45,039.84	\$110,302.43	59.17	% Under Estimate
Schedule 06	\$5,949.15	\$21,392.16	72.19	% Under Estimate
Schedule 07	\$8,047.06	\$3,244.70	148.01	% Over Estimate
Bid Totals	\$1,142,383.31	\$1,609,481.70	29.02	% Under Estimate



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/13/2013
Clerk's File #	OPR 2013-0136
Renews #	
Cross Ref #	
Project #	2012117
Bid #	
Requisition #	BT

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	MIKE TAYLOR 625-6307
Contact E-Mail	PMTAYLOR@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370-LOW BID AWARD-WALL STREET

Agenda Wording

Low Bid of Spokane Rock Products, Inc. (Spokane Valley, WA) for Wall Street: Riverside Avenue, 4th Avenue to 5th Avenue Intersections - \$503,652.78. An administrative reserve of \$50,365.27, which is 10% of the contract price, will be set aside.

Summary (Background)

On February 11, 2013 bids were opened for the above project. The low bid was from Spokane Rock Products, Inc. in the amount of \$503,652.78, which is \$9,026.97 or 1.76% under the Engineer's Estimate; five other bids were received as follows: Red Diamond Construction, Inc. - \$512,284.30, Cameron-Reilly, LLC - \$565,884.00, Schimmels Construction - \$594,345.00, Shamrock Paving, Inc. - \$595,207.40 and Inland Asphalt Company - \$633,333.00.

Fiscal Impact

Expense	\$ 554,018.06
Select	\$
Select	\$
Select	\$

Budget Account

3200 95048 95300 56501
#
#
#

Approvals

Dept Head	BROWN, ELDON
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	sdecker@spokanecity.org
	pdolan@spokanecity.org
	mlesesne@spokanecity.org
	rdykes@spokanecity.org
	mhughes@spokanecity.org
	htrautman@spokanecity.org

Additional Approvals

Purchasing	

City Of Spokane
Engineering Services Department

***** Bid Tabulation *****

Project Number: 2012117

Project Description Wall Street, Riverside Ave., 4th & 5th Ave.

Original Date 1/8/2013 2:02:22 PM

Funding Source Intersections
Local

Update Date 2/11/2013 2:57:11 PM

Preparer John Saywers

Addendum

Project Number: 2012117			Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Cameron-Reilly LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Common Items

Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1	EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	
102	SPCC PLAN	1	LS	*****	700.00	*****	500.00	*****	400.00	*****	500.00
103	POTHOLING	4	EA	500.00	2,000.00	500.00	2,000.00	250.00	1,000.00	400.00	1,600.00
104	PUBLIC LIAISON REPRESENTATIVE	1	LS	*****	2,500.00	*****	6,500.00	*****	6,000.00	*****	5,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	2	EA	500.00	1,000.00	300.00	600.00	300.00	600.00	400.00	800.00
106	PROTECTION OF SURVEY MONUMENTS	1	LS	*****	1,000.00	*****	1,200.00	*****	1,200.00	*****	1,500.00
107	MOBILIZATION	1	LS	*****	29,000.00	*****	30,000.00	*****	30,000.00	*****	25,706.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	*****	18,000.00	*****	20,500.00	*****	20,000.00	*****	20,000.00
109	FLAGGERS AND SPOTTERS	60	HR	40.00	2,400.00	50.00	3,000.00	45.00	2,700.00	50.00	3,000.00
110	SPECIAL SIGNS	63	SF	20.00	1,260.00	9.00	567.00	11.00	693.00	10.00	630.00
111	SEQUENTIAL ARROW SIGN	1500	HR	4.25	6,375.00	1.00	1,500.00	2.00	3,000.00	4.00	6,000.00
112	TYPE III BARRICADE	32	EA	100.00	3,200.00	15.00	480.00	20.00	640.00	60.00	1,920.00
113	TEMPORARY CHAIN LINK FENCE	580	LF	7.00	4,060.00	2.50	1,450.00	3.50	2,030.00	3.00	1,740.00
114	STREET CLEANING	30	HR	82.00	2,460.00	175.00	5,250.00	15.00	450.00	150.00	4,500.00

Project Number: 2012117			Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Cameron-Reilly LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Common Items

Public Street Improvement

115	INLET PROTECTION	5 EA	100.00	500.00	75.00	375.00	50.00	250.00	100.00	500.00
				Schedule Totals	74,456.00	73,923.00	68,964.00	73,397.00		

Project Number: 2012117			Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Cameron-Reilly LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> 5th Avenue to 3rd Avenue				Public Street Improvement						
201	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	1,000.00	*****	500.00	*****	175.00	*****	750.00
202	REMOVE EXISTING CURB	281 LF	4.00	1,124.00	6.00	1,686.00	7.00	1,967.00	10.00	2,810.00
203	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	240 SY	7.50	1,800.00	6.00	1,440.00	7.00	1,680.00	15.00	3,600.00
204	REMOVE CURB/GRATE INLET	1 EA	400.00	400.00	200.00	200.00	200.00	200.00	500.00	500.00
205	SAWCUTTING RIGID PAVEMENT	780 LFI	1.25	975.00	2.00	1,560.00	1.25	975.00	1.50	1,170.00
206	SAWCUTTING FLEXIBLE PAVEMENT	1040 LFI	0.80	832.00	2.00	2,080.00	1.00	1,040.00	1.00	1,040.00
207	ROADWAY EXCAVATION INCL. HAUL	1165 CY	18.00	20,970.00	12.00	13,980.00	17.00	19,805.00	24.00	27,960.00
208	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	15.00	150.00	30.00	300.00	100.00	1,000.00
209	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	40.00	400.00	30.00	300.00	30.00	300.00	100.00	1,000.00
210	PREPARATION OF UNTREATED ROADWAY	3493 SY	2.25	7,859.25	1.50	5,239.50	2.00	6,986.00	2.50	8,732.50
211	CRUSHED SURFACING BASE COURSE	676 CY	34.00	22,984.00	45.90	31,028.40	45.00	30,420.00	35.00	23,660.00
212	CSTC FOR SIDEWALK AND DRIVEWAYS	16 CY	45.00	720.00	250.00	4,000.00	45.00	720.00	40.00	640.00
213	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	3493 SY	9.00	31,437.00	11.65	40,693.45	9.25	32,310.25	10.00	34,930.00
214	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	3493 SY	13.50	47,155.50	14.26	49,810.18	13.00	45,409.00	14.00	48,902.00
215	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	39 SY	33.00	1,287.00	108.75	4,241.25	40.00	1,560.00	62.00	2,418.00
216	PAVEMENT REPAIR EXCAVATION INCL. HAUL	39 SY	23.00	897.00	15.00	585.00	15.00	585.00	15.00	585.00
217	JOB MIX COMPLIANCE PRICE ADJUSTMENT	-1 CAL	1.00	-1.00	1.00	-1.00	1.00	-1.00	1.00	-1.00
218	COMPACTION PRICE ADJUSTMENT	1 EST	1,577.00	1,577.00	1,577.00	1,577.00	1,577.00	1,577.00	1,577.00	1,577.00
219	ADJUST EXISTING VALVE BOX IN ASPHALT	2 EA	275.00	550.00	200.00	400.00	300.00	600.00	300.00	600.00

Project Number: 2012117			Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Cameron-Reilly LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> 5th Avenue to 3rd Avenue				Public Street Improvement						
220	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	2 EA	300.00	600.00	500.00	1,000.00	750.00	1,500.00	500.00	1,000.00
221	CATCH BASIN TYPE 1	1 EA	2,200.00	2,200.00	2,400.00	2,400.00	2,500.00	2,500.00	2,600.00	2,600.00
222	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	500.00	500.00	500.00	500.00	200.00	200.00	265.00	265.00
223	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	60.00	300.00	50.00	250.00	35.00	175.00	100.00	500.00
224	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	60.00	300.00	50.00	250.00	35.00	175.00	100.00	500.00
225	TRENCH SAFETY SYSTEM	1 LS	*****	400.00	*****	1,500.00	*****	450.00	*****	1,500.00
226	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	45 LF	40.00	1,800.00	58.00	2,610.00	36.00	1,620.00	40.00	1,800.00
227	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	400.00	400.00	150.00	150.00	300.00	300.00	1,000.00	1,000.00
228	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	500.00	*****	500.00	*****	500.00	*****	1,300.00
229	CLEANING EXISTING SANITARY SEWER	2 EA	1,000.00	2,000.00	1,500.00	3,000.00	200.00	400.00	1,000.00	2,000.00
230	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	500.00	*****	800.00	*****	500.00	*****	1,000.00
231	CEMENT CONC. CURB	155 LF	25.00	3,875.00	15.00	2,325.00	18.00	2,790.00	14.00	2,170.00
232	CEMENT CONC. CURB AND GUTTER	209 LF	25.00	5,225.00	22.00	4,598.00	28.00	5,852.00	25.00	5,225.00
233	CEMENT CONC. SIDEWALK	271 SY	35.00	9,485.00	31.50	8,536.50	38.00	10,298.00	50.00	13,550.00
234	RAMP DETECTABLE WARNING	48 SF	22.00	1,056.00	20.00	960.00	25.00	1,200.00	20.00	960.00
235	SIGNING, PERMANENT	1 LS	*****	8,000.00	*****	6,400.00	*****	6,500.00	*****	7,250.00
236	PAVEMENT MARKING - DURABLE HEAT APPLIED	896 SF	10.00	8,960.00	9.75	8,736.00	10.00	8,960.00	11.00	9,856.00
237	PAVEMENT MARKING - PAINT	482 SF	3.50	1,687.00	2.25	1,084.50	2.10	1,012.20	2.50	1,205.00

Project Number: 2012117			Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Cameron-Reilly LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> 5th Avenue to 3rd Avenue				Public Street Improvement						
238	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	3 EA	175.00	525.00	240.00	720.00	250.00	750.00	275.00	825.00
239	PERMANENT DOT LANE MARKER 4X6	44 EA	5.00	220.00	6.25	275.00	10.00	440.00	8.00	352.00
Schedule Totals				190,799.75	206,064.78	192,730.45	216,731.50			

<i>Project Number:</i> 2012117		<i>Engineer's Estimate</i>			Spokane Rock Products Inc		Red Diamond Construction Inc		Cameron-Reilly LLC	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> WALL STREET AND RIVERSIDE AVE INTERSECTION					Public Street Improvement					
301	REMOVE EXISTING CURB	169 LF	4.00	676.00	8.00	1,352.00	7.00	1,183.00	10.00	1,690.00
302	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	30 SY	7.50	225.00	6.00	180.00	7.00	210.00	12.00	360.00
303	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	500.00	1,500.00	400.00	1,200.00	300.00	900.00	750.00	2,250.00
304	SAWCUTTING RIGID PAVEMENT	125 LFI	1.25	156.25	2.00	250.00	1.25	156.25	1.50	187.50
305	SAWCUTTING FLEXIBLE PAVEMENT	885 LFI	0.80	708.00	2.00	1,770.00	1.00	885.00	1.00	885.00
306	ROADWAY EXCAVATION INCL. HAUL	324 CY	15.00	4,860.00	12.00	3,888.00	17.00	5,508.00	24.00	7,776.00
307	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	15.00	150.00	35.00	350.00	25.00	250.00
308	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	40.00	400.00	30.00	300.00	35.00	350.00	25.00	250.00
309	PREPARATION OF UNTREATED ROADWAY	832 SY	2.25	1,872.00	1.50	1,248.00	3.00	2,496.00	2.50	2,080.00
310	CRUSHED SURFACING BASE COURSE	126 CY	34.00	4,284.00	47.00	5,922.00	57.00	7,182.00	50.00	6,300.00
311	CSTC FOR SIDEWALK AND DRIVEWAYS	2 CY	45.00	90.00	800.00	1,600.00	45.00	90.00	50.00	100.00
312	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	619 SY	9.00	5,571.00	12.00	7,428.00	13.00	8,047.00	13.00	8,047.00
313	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	1238 SY	13.50	16,713.00	12.25	15,165.50	17.00	21,046.00	17.00	21,046.00
314	CONCRETE PAVER SECTION	117 SY	115.00	13,455.00	60.00	7,020.00	60.00	7,020.00	100.00	11,700.00
315	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
316	COMPACTION PRICE ADJUSTMENT	1 EST	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00
317	FURNISHING CONCRETE FOR CEMENT CONCRETE PAVEMENT	59 CY	115.00	6,785.00	121.00	7,139.00	130.00	7,670.00	135.00	7,965.00
318	CEMENT CONC. PAVEMENT, 10 IN. THICK	213 SY	32.50	6,922.50	65.00	13,845.00	82.00	17,466.00	50.00	10,650.00
319	EPOXY-COATED DOWEL BAR WITH DRILL HOLE	212 EA	30.00	6,360.00	10.00	2,120.00	24.00	5,088.00	22.00	4,664.00

Project Number: 2012117			Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Cameron-Reilly LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> WALL STREET AND RIVERSIDE AVE INTERSECTION					Public Street Improvement					
320	EPOXY-COATED TIE BAR WITH DRILL HOLE	21 EA	17.25	362.25	10.00	210.00	28.00	588.00	20.00	420.00
321	MANHOLE TYPE 1-48, BASIC PRICE	1 EA	2,500.00	2,500.00	2,100.00	2,100.00	1,800.00	1,800.00	2,700.00	2,700.00
322	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE 1-48	6 VF	90.00	540.00	185.00	1,110.00	50.00	300.00	200.00	1,200.00
323	ADJUST EXISTING VALVE BOX IN ASPHALT	3 EA	285.00	855.00	200.00	600.00	300.00	900.00	275.00	825.00
324	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	1 EA	300.00	300.00	500.00	500.00	700.00	700.00	500.00	500.00
325	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	3 EA	350.00	1,050.00	385.00	1,155.00	700.00	2,100.00	500.00	1,500.00
326	CATCH BASIN TYPE 1	2 EA	2,200.00	4,400.00	2,300.00	4,600.00	1,600.00	3,200.00	2,600.00	5,200.00
327	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	2 EA	600.00	1,200.00	600.00	1,200.00	700.00	1,400.00	350.00	700.00
328	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	500.00	1,000.00	250.00	500.00	200.00	400.00	200.00	400.00
329	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	25.00	250.00	15.00	150.00	35.00	350.00	49.00	490.00
330	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	30.00	300.00	30.00	300.00	35.00	350.00	49.00	490.00
331	TRENCH SAFETY SYSTEM	1 LS	*****	400.00	*****	500.00	*****	500.00	*****	2,500.00
332	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	78 LF	40.00	3,120.00	59.00	4,602.00	40.00	3,120.00	65.00	5,070.00
333	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	250.00	*****	2,000.00	*****	2,500.00
334	CLEANING EXISTING SANITARY SEWER	2 EA	1,000.00	2,000.00	250.00	500.00	200.00	400.00	250.00	500.00
335	CEMENT CONCRETE CURB	40 LF	25.00	1,000.00	15.00	600.00	20.00	800.00	20.00	800.00
336	CEMENT CONC. CURB AND GUTTER	131 LF	25.00	3,275.00	22.00	2,882.00	30.00	3,930.00	30.00	3,930.00

Project Number: 2012117		Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Cameron-Reilly LLC		
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> WALL STREET AND RIVERSIDE AVE INTERSECTION				Public Street Improvement						
337	CEMENT CONC. SIDEWALK	33 SY	35.00	1,155.00	31.50	1,039.50	38.00	1,254.00	50.00	1,650.00
338	RAMP DETECTABLE WARNING	56 SF	22.00	1,232.00	20.00	1,120.00	25.00	1,400.00	20.00	1,120.00
339	SIDEWALK TILE SECTION	119 SF	20.00	2,380.00	16.00	1,904.00	40.00	4,760.00	50.00	5,950.00
340	TRAFFIC SIGNAL SYSTEM RETROFIT, RIVERSIDE AND WALL	1 LS	*****	35,000.00	*****	15,750.00	*****	18,000.00	*****	17,000.00
Schedule Totals				134,686.00		112,639.00		134,388.25		142,134.50

<i>Project Number:</i> 2012117		<i>Engineer's Estimate</i>			Spokane Rock Products Inc		Red Diamond Construction Inc		Cameron-Reilly LLC	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 04</i> 6th Avenue to 5th Avenue					Public Street Improvement					
401	REMOVE EXISTING CURB	143 LF	4.00	572.00	6.00	858.00	7.00	1,001.00	10.00	1,430.00
402	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	110 SY	7.50	825.00	6.00	660.00	7.00	770.00	10.00	1,100.00
403	REMOVE CURB/GRATE INLET	4 EA	400.00	1,600.00	150.00	600.00	200.00	800.00	250.00	1,000.00
404	SAWCUTTING RIGID PAVEMENT	656 LFI	1.25	820.00	2.00	1,312.00	1.25	820.00	1.50	984.00
405	SAWCUTTING FLEXIBLE PAVEMENT	725 LFI	0.80	580.00	2.00	1,450.00	1.00	725.00	1.00	725.00
406	ROADWAY EXCAVATION INCL. HAUL	692 CY	18.00	12,456.00	12.00	8,304.00	17.00	11,764.00	25.00	17,300.00
407	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	15.00	150.00	35.00	350.00	25.00	250.00
408	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	40.00	400.00	30.00	300.00	35.00	350.00	25.00	250.00
409	PREPARATION OF UNTREATED ROADWAY	2076 SY	2.25	4,671.00	1.50	3,114.00	1.85	3,840.60	3.00	6,228.00
410	CRUSHED SURFACING BASE COURSE	400 CY	34.00	13,600.00	43.00	17,200.00	45.00	18,000.00	45.00	18,000.00
411	CSTC FOR SIDEWALK AND DRIVEWAYS	7 CY	45.00	315.00	195.00	1,365.00	45.00	315.00	50.00	350.00
412	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	2052 SY	9.00	18,468.00	10.50	21,546.00	10.00	20,520.00	10.00	20,520.00
413	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	2052 SY	13.50	27,702.00	12.50	25,650.00	14.00	28,728.00	14.00	28,728.00
414	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
415	COMPACTION PRICE ADJUSTMENT	1 EST	923.00	923.00	923.00	923.00	923.00	923.00	923.00	923.00
416	ADJUST EXISTING VALVE BOX IN ASPHALT	3 EA	275.00	825.00	200.00	600.00	300.00	900.00	275.00	825.00
417	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	2 EA	600.00	1,200.00	600.00	1,200.00	700.00	1,400.00	350.00	700.00
418	CATCH BASIN TYPE 1	4 EA	2,200.00	8,800.00	2,300.00	9,200.00	2,000.00	8,000.00	2,600.00	10,400.00
419	TRENCH SAFETY SYSTEM	1 LS	*****	100.00	*****	500.00	*****	450.00	*****	1,200.00

Project Number: 2012117			Engineer's Estimate		Spokane Rock Products Inc		Red Diamond Construction Inc		Cameron-Reilly LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 04</i> 6th Avenue to 5th Avenue				Public Street Improvement						
420	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	102 LF	40.00	4,080.00	58.00	5,916.00	36.00	3,672.00	50.00	5,100.00
421	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	3 EA	400.00	1,200.00	125.00	375.00	300.00	900.00	800.00	2,400.00
422	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	250.00	*****	300.00	*****	600.00	*****	1,200.00
423	CLEANING EXISTING SANITARY SEWER	2 EA	1,000.00	2,000.00	250.00	500.00	200.00	400.00	600.00	1,200.00
424	CEMENT CONC. CURB AND GUTTER	143 LF	25.00	3,575.00	22.00	3,146.00	30.00	4,290.00	25.00	3,575.00
425	CEMENT CONCRETE DRIVEWAY	38 SY	55.00	2,090.00	40.50	1,539.00	42.00	1,596.00	70.00	2,660.00
426	CEMENT CONCRETE DRIVEWAY TRANSITION	17 SY	55.00	935.00	27.00	459.00	40.00	680.00	70.00	1,190.00
427	CEMENT CONC. SIDEWALK	72 SY	35.00	2,520.00	31.50	2,268.00	38.00	2,736.00	50.00	3,600.00
428	RAMP DETECTABLE WARNING	16 SF	22.00	352.00	20.00	320.00	25.00	400.00	20.00	320.00
429	REMOVAL OF EXISTING PAVEMENT MARKINGS	192 SF	4.00	768.00	3.00	576.00	3.00	576.00	4.00	768.00
430	PAVEMENT MARKING - PAINT	232 SF	3.50	812.00	3.00	696.00	3.00	696.00	3.00	696.00
Schedule Totals				112,738.00		111,026.00		116,201.60		133,621.00

Project Number: 2012117			Engineer's Estimate		Schimmels Construction		Shamrock Paving Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 01</i> Common Items				Public Street Improvement						
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	700.00	*****	443.00	*****	500.00	*****	500.00
103	POTHOLING	4 EA	500.00	2,000.00	299.00	1,196.00	410.00	1,640.00	515.00	2,060.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	2,500.00	*****	3,448.00	*****	7,000.00	*****	13,600.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	500.00	1,000.00	335.00	670.00	325.00	650.00	310.00	620.00
106	PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,000.00	*****	1,338.00	*****	1,300.00	*****	1,230.00
107	MOBILIZATION	1 LS	*****	29,000.00	*****	76,900.00	*****	55,000.00	*****	65,155.30
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	18,000.00	*****	5,015.00	*****	19,000.00	*****	30,700.00
109	FLAGGERS AND SPOTTERS	60 HR	40.00	2,400.00	50.00	3,000.00	45.00	2,700.00	44.00	2,640.00
110	SPECIAL SIGNS	63 SF	20.00	1,260.00	10.00	630.00	16.00	1,008.00	9.35	589.05
111	SEQUENTIAL ARROW SIGN	1500 HR	4.25	6,375.00	1.10	1,650.00	2.00	3,000.00	1.00	1,500.00
112	TYPE III BARRICADE	32 EA	100.00	3,200.00	17.00	544.00	40.00	1,280.00	16.00	512.00
113	TEMPORARY CHAIN LINK FENCE	580 LF	7.00	4,060.00	4.00	2,320.00	16.00	9,280.00	2.60	1,508.00
114	STREET CLEANING	30 HR	82.00	2,460.00	156.00	4,680.00	290.00	8,700.00	145.00	4,350.00
115	INLET PROTECTION	5 EA	100.00	500.00	81.00	405.00	85.00	425.00	103.00	515.00
Schedule Totals				74,456.00		102,240.00		111,484.00		125,480.35

Project Number: 2012117			Engineer's Estimate		Schimmels Construction		Shamrock Paving Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> 5th Avenue to 3rd Avenue				Public Street Improvement						
201	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	1,000.00	*****	558.00	*****	535.00	*****	525.00
202	REMOVE EXISTING CURB	281 LF	4.00	1,124.00	9.00	2,529.00	11.00	3,091.00	20.50	5,760.50
203	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	240 SY	7.50	1,800.00	10.00	2,400.00	11.00	2,640.00	12.25	2,940.00
204	REMOVE CURB/GRATE INLET	1 EA	400.00	400.00	458.00	458.00	175.00	175.00	205.00	205.00
205	SAWCUTTING RIGID PAVEMENT	780 LFI	1.25	975.00	1.10	858.00	1.00	780.00	0.80	624.00
206	SAWCUTTING FLEXIBLE PAVEMENT	1040 LFI	0.80	832.00	0.60	624.00	0.35	364.00	0.30	312.00
207	ROADWAY EXCAVATION INCL. HAUL	1165 CY	18.00	20,970.00	28.00	32,620.00	21.00	24,465.00	24.50	28,542.50
208	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	46.00	460.00	25.00	250.00	52.00	520.00
209	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	40.00	400.00	46.00	460.00	45.00	450.00	78.00	780.00
210	PREPARATION OF UNTREATED ROADWAY	3493 SY	2.25	7,859.25	3.00	10,479.00	4.50	15,718.50	2.95	10,304.35
211	CRUSHED SURFACING BASE COURSE	676 CY	34.00	22,984.00	44.00	29,744.00	41.00	27,716.00	45.00	30,420.00
212	CSTC FOR SIDEWALK AND DRIVEWAYS	16 CY	45.00	720.00	80.00	1,280.00	24.00	384.00	35.00	560.00
213	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	3493 SY	9.00	31,437.00	10.00	34,930.00	9.00	31,437.00	10.00	34,930.00
214	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	3493 SY	13.50	47,155.50	14.00	48,902.00	12.75	44,535.75	13.60	47,504.80
215	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	39 SY	33.00	1,287.00	40.00	1,560.00	52.00	2,028.00	81.00	3,159.00
216	PAVEMENT REPAIR EXCAVATION INCL. HAUL	39 SY	23.00	897.00	28.00	1,092.00	13.00	507.00	52.00	2,028.00
217	JOB MIX COMPLIANCE PRICE ADJUSTMENT	-1 CAL	1.00	-1.00	1.00	-1.00	1.00	-1.00	1.00	-1.00
218	COMPACTION PRICE ADJUSTMENT	1 EST	1,577.00	1,577.00	1,577.00	1,577.00	1,577.00	1,577.00	1,577.00	1,577.00
219	ADJUST EXISTING VALVE BOX IN ASPHALT	2 EA	275.00	550.00	424.00	848.00	300.00	600.00	410.00	820.00

Project Number: 2012117			Engineer's Estimate		Schimmels Construction		Shamrock Paving Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> 5th Avenue to 3rd Avenue				Public Street Improvement						
220	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	2 EA	300.00	600.00	588.00	1,176.00	500.00	1,000.00	620.00	1,240.00
221	CATCH BASIN TYPE 1	1 EA	2,200.00	2,200.00	2,192.00	2,192.00	2,000.00	2,000.00	2,350.00	2,350.00
222	CLEANING EXISTING DRAINAGE STRUCTURE	1 EA	500.00	500.00	187.00	187.00	250.00	250.00	300.00	300.00
223	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	60.00	300.00	46.00	230.00	45.00	225.00	78.00	390.00
224	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	60.00	300.00	46.00	230.00	25.00	125.00	52.00	260.00
225	TRENCH SAFETY SYSTEM	1 LS	*****	400.00	*****	3,500.00	*****	550.00	*****	515.00
226	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	45 LF	40.00	1,800.00	60.00	2,700.00	58.00	2,610.00	52.00	2,340.00
227	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	400.00	400.00	447.00	447.00	600.00	600.00	1,340.00	1,340.00
228	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	500.00	*****	3,500.00	*****	550.00	*****	515.00
229	CLEANING EXISTING SANITARY SEWER	2 EA	1,000.00	2,000.00	247.00	494.00	2,800.00	5,600.00	255.00	510.00
230	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	500.00	*****	1,673.00	*****	855.00	*****	825.00
231	CEMENT CONC. CURB	155 LF	25.00	3,875.00	17.00	2,635.00	16.00	2,480.00	17.00	2,635.00
232	CEMENT CONC. CURB AND GUTTER	209 LF	25.00	5,225.00	25.00	5,225.00	23.50	4,911.50	26.00	5,434.00
233	CEMENT CONC. SIDEWALK	271 SY	35.00	9,485.00	35.00	9,485.00	33.70	9,132.70	52.00	14,092.00
234	RAMP DETECTABLE WARNING	48 SF	22.00	1,056.00	22.00	1,056.00	21.40	1,027.20	20.50	984.00
235	SIGNING, PERMANENT	1 LS	*****	8,000.00	*****	7,137.00	*****	6,900.00	*****	6,655.00
236	PAVEMENT MARKING - DURABLE HEAT APPLIED	896 SF	10.00	8,960.00	11.00	9,856.00	10.45	9,363.20	10.00	8,960.00
237	PAVEMENT MARKING - PAINT	482 SF	3.50	1,687.00	2.00	964.00	2.25	1,084.50	2.20	1,060.40

Project Number: 2012117			Engineer's Estimate		Schimmels Construction		Shamrock Paving Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 02</i> 5th Avenue to 3rd Avenue				Public Street Improvement						
238	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	3 EA	175.00	525.00	268.00	804.00	255.00	765.00	250.00	750.00
239	PERMANENT DOT LANE MARKER 4X6	44 EA	5.00	220.00	7.00	308.00	6.70	294.80	6.50	286.00
Schedule Totals				190,799.75	225,177.00	207,576.15	222,952.55			

Project Number: 2012117			Engineer's Estimate		Schimmels Construction		Shamrock Paving Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> WALL STREET AND RIVERSIDE AVE INTERSECTION				Public Street Improvement						
301	REMOVE EXISTING CURB	169 LF	4.00	676.00	9.00	1,521.00	13.85	2,340.65	14.30	2,416.70
302	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	30 SY	7.50	225.00	10.00	300.00	16.15	484.50	12.30	369.00
303	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	3 EA	500.00	1,500.00	588.00	1,764.00	600.00	1,800.00	205.00	615.00
304	SAWCUTTING RIGID PAVEMENT	125 LFI	1.25	156.25	1.20	150.00	1.00	125.00	0.80	100.00
305	SAWCUTTING FLEXIBLE PAVEMENT	885 LFI	0.80	708.00	0.60	531.00	0.35	309.75	0.30	265.50
306	ROADWAY EXCAVATION INCL. HAUL	324 CY	15.00	4,860.00	45.00	14,580.00	29.25	9,477.00	36.00	11,664.00
307	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	46.00	460.00	25.00	250.00	52.00	520.00
308	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	40.00	400.00	46.00	460.00	45.00	450.00	78.00	780.00
309	PREPARATION OF UNTREATED ROADWAY	832 SY	2.25	1,872.00	6.50	5,408.00	5.50	4,576.00	3.60	2,995.20
310	CRUSHED SURFACING BASE COURSE	126 CY	34.00	4,284.00	85.00	10,710.00	59.85	7,541.10	61.00	7,686.00
311	CSTC FOR SIDEWALK AND DRIVEWAYS	2 CY	45.00	90.00	84.00	168.00	30.65	61.30	35.00	70.00
312	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	619 SY	9.00	5,571.00	13.00	8,047.00	11.50	7,118.50	12.30	7,613.70
313	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	1238 SY	13.50	16,713.00	18.00	22,284.00	16.00	19,808.00	16.80	20,798.40
314	CONCRETE PAVER SECTION	117 SY	115.00	13,455.00	78.00	9,126.00	106.00	12,402.00	100.00	11,700.00
315	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
316	COMPACTION PRICE ADJUSTMENT	1 EST	490.00	490.00	490.00	490.00	490.00	490.00	490.00	490.00
317	FURNISHING CONCRETE FOR CEMENT CONCRETE PAVEMENT	59 CY	115.00	6,785.00	135.00	7,965.00	129.50	7,640.50	140.00	8,260.00
318	CEMENT CONC. PAVEMENT, 10 IN. THICK	213 SY	32.50	6,922.50	45.00	9,585.00	70.00	14,910.00	52.00	11,076.00
319	EPOXY-COATED DOWEL BAR WITH DRILL HOLE	212 EA	30.00	6,360.00	11.00	2,332.00	11.00	2,332.00	22.50	4,770.00

Project Number: 2012117			Engineer's Estimate		Schimmels Construction		Shamrock Paving Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> WALL STREET AND RIVERSIDE AVE INTERSECTION					Public Street Improvement					
320	EPOXY-COATED TIE BAR WITH DRILL HOLE	21 EA	17.25	362.25	11.00	231.00	11.00	231.00	21.00	441.00
321	MANHOLE TYPE 1-48, BASIC PRICE	1 EA	2,500.00	2,500.00	3,077.00	3,077.00	14,000.00	14,000.00	3,100.00	3,100.00
322	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE 1-48	6 VF	90.00	540.00	1.00	6.00	125.00	750.00	100.00	600.00
323	ADJUST EXISTING VALVE BOX IN ASPHALT	3 EA	285.00	855.00	424.00	1,272.00	325.00	975.00	410.00	1,230.00
324	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN ASPHALT	1 EA	300.00	300.00	588.00	588.00	450.00	450.00	620.00	620.00
325	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, CLEANOUT, OR INLET IN CONCRETE	3 EA	350.00	1,050.00	588.00	1,764.00	450.00	1,350.00	620.00	1,860.00
326	CATCH BASIN TYPE 1	2 EA	2,200.00	4,400.00	2,192.00	4,384.00	2,000.00	4,000.00	2,350.00	4,700.00
327	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	2 EA	600.00	1,200.00	889.00	1,778.00	750.00	1,500.00	775.00	1,550.00
328	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	500.00	1,000.00	187.00	374.00	400.00	800.00	300.00	600.00
329	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	25.00	250.00	46.00	460.00	25.00	250.00	78.00	780.00
330	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	30.00	300.00	46.00	460.00	45.00	450.00	52.00	520.00
331	TRENCH SAFETY SYSTEM	1 LS	*****	400.00	*****	3,500.00	*****	2,000.00	*****	515.00
332	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	78 LF	40.00	3,120.00	60.00	4,680.00	60.00	4,680.00	77.00	6,006.00
333	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	3,500.00	*****	1,000.00	*****	515.00
334	CLEANING EXISTING SANITARY SEWER	2 EA	1,000.00	2,000.00	247.00	494.00	550.00	1,100.00	255.00	510.00
335	CEMENT CONCRETE CURB	40 LF	25.00	1,000.00	17.00	680.00	16.05	642.00	21.00	840.00
336	CEMENT CONC. CURB AND GUTTER	131 LF	25.00	3,275.00	25.00	3,275.00	23.55	3,085.05	31.00	4,061.00

Project Number: 2012117			Engineer's Estimate		Schimmels Construction		Shamrock Paving Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 03</i> WALL STREET AND RIVERSIDE AVE INTERSECTION				Public Street Improvement						
337	CEMENT CONC. SIDEWALK	33 SY	35.00	1,155.00	35.00	1,155.00	33.70	1,112.10	52.00	1,716.00
338	RAMP DETECTABLE WARNING	56 SF	22.00	1,232.00	22.00	1,232.00	21.40	1,198.40	21.00	1,176.00
339	SIDEWALK TILE SECTION	119 SF	20.00	2,380.00	18.00	2,142.00	17.10	2,034.90	37.00	4,403.00
340	TRAFFIC SIGNAL SYSTEM RETROFIT, RIVERSIDE AND WALL	1 LS	*****	35,000.00	*****	28,026.00	*****	16,850.00	*****	16,000.00
Schedule Totals				134,686.00		158,958.00		150,573.75		143,931.50

<i>Project Number:</i> 2012117		<i>Engineer's Estimate</i>			Schimmels Construction		Shamrock Paving Inc		Inland Asphalt Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 04</i> 6th Avenue to 5th Avenue				Public Street Improvement						
401	REMOVE EXISTING CURB	143 LF	4.00	572.00	7.00	1,001.00	11.00	1,573.00	14.40	2,059.20
402	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	110 SY	7.50	825.00	8.00	880.00	11.00	1,210.00	12.35	1,358.50
403	REMOVE CURB/GRATE INLET	4 EA	400.00	1,600.00	366.00	1,464.00	350.00	1,400.00	205.00	820.00
404	SAWCUTTING RIGID PAVEMENT	656 LFI	1.25	820.00	1.00	656.00	1.00	656.00	0.80	524.80
405	SAWCUTTING FLEXIBLE PAVEMENT	725 LFI	0.80	580.00	0.40	290.00	0.35	253.75	0.30	217.50
406	ROADWAY EXCAVATION INCL. HAUL	692 CY	18.00	12,456.00	20.00	13,840.00	21.00	14,532.00	31.00	21,452.00
407	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	33.00	330.00	25.00	250.00	52.00	520.00
408	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	40.00	400.00	33.00	330.00	45.00	450.00	78.00	780.00
409	PREPARATION OF UNTREATED ROADWAY	2076 SY	2.25	4,671.00	2.00	4,152.00	4.50	9,342.00	3.00	6,228.00
410	CRUSHED SURFACING BASE COURSE	400 CY	34.00	13,600.00	35.00	14,000.00	41.00	16,400.00	45.45	18,180.00
411	CSTC FOR SIDEWALK AND DRIVEWAYS	7 CY	45.00	315.00	65.00	455.00	30.65	214.55	35.00	245.00
412	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	2052 SY	9.00	18,468.00	9.00	18,468.00	9.00	18,468.00	10.00	20,520.00
413	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	2052 SY	13.50	27,702.00	12.75	26,163.00	12.75	26,163.00	13.60	27,907.20
414	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
415	COMPACTION PRICE ADJUSTMENT	1 EST	923.00	923.00	923.00	923.00	923.00	923.00	923.00	923.00
416	ADJUST EXISTING VALVE BOX IN ASPHALT	3 EA	275.00	825.00	339.00	1,017.00	450.00	1,350.00	410.00	1,230.00
417	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	2 EA	600.00	1,200.00	711.00	1,422.00	750.00	1,500.00	770.00	1,540.00
418	CATCH BASIN TYPE 1	4 EA	2,200.00	8,800.00	1,753.00	7,012.00	2,550.00	10,200.00	2,350.00	9,400.00
419	TRENCH SAFETY SYSTEM	1 LS	*****	100.00	*****	100.00	*****	1,100.00	*****	515.00

Project Number: 2012117			Engineer's Estimate		Schimmels Construction		Shamrock Paving Inc		Inland Asphalt Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

<i>Schedule Description</i>				<i>Tax Classification</i>						
<i>Schedule 04</i> 6th Avenue to 5th Avenue				Public Street Improvement						
420	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	102 LF	40.00	4,080.00	48.00	4,896.00	59.00	6,018.00	78.00	7,956.00
421	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	3 EA	400.00	1,200.00	358.00	1,074.00	850.00	2,550.00	1,030.00	3,090.00
422	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	250.00	*****	100.00	*****	850.00	*****	515.00
423	CLEANING EXISTING SANITARY SEWER	2 EA	1,000.00	2,000.00	197.00	394.00	400.00	800.00	300.00	600.00
424	CEMENT CONC. CURB AND GUTTER	143 LF	25.00	3,575.00	22.00	3,146.00	23.50	3,360.50	26.00	3,718.00
425	CEMENT CONCRETE DRIVEWAY	38 SY	55.00	2,090.00	40.50	1,539.00	43.35	1,647.30	72.00	2,736.00
426	CEMENT CONCRETE DRIVEWAY TRANSITION	17 SY	55.00	935.00	27.00	459.00	29.00	493.00	72.00	1,224.00
427	CEMENT CONC. SIDEWALK	72 SY	35.00	2,520.00	31.50	2,268.00	33.75	2,430.00	67.00	4,824.00
428	RAMP DETECTABLE WARNING	16 SF	22.00	352.00	20.00	320.00	21.40	342.40	50.00	800.00
429	REMOVAL OF EXISTING PAVEMENT MARKINGS	192 SF	4.00	768.00	3.00	576.00	3.00	576.00	3.00	576.00
430	PAVEMENT MARKING - PAINT	232 SF	3.50	812.00	3.00	696.00	2.25	522.00	2.20	510.40
Schedule Totals				112,738.00		107,970.00		125,573.50		140,968.60

Project Number

2012117

Wall Street, Riverside Ave., 4th & 5th Ave. Intersections

SCHEDULE SUMMARY

	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	74,456.00	190,799.75	134,686.00	112,738.00	0.00	0.00	0.00	0.00	512,679.75
Spokane Rock Product	73,923.00	206,064.78	112,639.00	111,026.00	0.00	0.00	0.00	0.00	503,652.78
Red Diamond Construc	68,964.00	192,730.45	134,388.25	116,201.60	0.00	0.00	0.00	0.00	512,284.30
Cameron-Reilly LLC	73,397.00	216,731.50	142,134.50	133,621.00	0.00	0.00	0.00	0.00	565,884.00
Schimmels Constructio	102,240.00	225,177.00	158,958.00	107,970.00	0.00	0.00	0.00	0.00	594,345.00
Shamrock Paving Inc	111,484.00	207,576.15	150,573.75	125,573.50	0.00	0.00	0.00	0.00	595,207.40
Inland Asphalt Compan	125,480.35	222,952.55	143,931.50	140,968.60	0.00	0.00	0.00	0.00	633,333.00

Low Bid Contractor: Spokane Rock Products Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$73,923.00	\$74,456.00	0.72	% Under Estimate
Schedule 02	\$206,064.78	\$190,799.75	8.00	% Over Estimate
Schedule 03	\$112,639.00	\$134,686.00	16.37	% Under Estimate
Schedule 04	\$111,026.00	\$112,738.00	1.52	% Under Estimate
Bid Totals	<u>\$503,652.78</u>	<u>\$512,679.75</u>	<u>1.76</u>	% Under Estimate

PAYROLL RECAP BY FUND
PAY PERIOD ENDING FEBRUARY 2, 2012

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	5,169.60
0070	ADMINISTRATIVE SERVICES	0.00
0140	ARTS	0.00
0230	CIVIL SERVICE	20,854.40
0260	CITY CLERK	11,490.40
0300	HUMAN SERVICES	0.00
0320	COUNCIL	19,095.92
0330	PUBLIC AFFAIRS / COMMUNICATIONS	8,498.43
0350	COMMUNITY CENTERS	0.00
0370	ENGINEERING SERVICES	158,718.83
0380	ENTERTAINMENT FACILITIES	0.00
0410	FINANCE	28,064.80
0440	FIRE	874,699.52
0450	CD/HS DIVISION	14,978.76
0470	HISTORIC PRESERVATION	2,908.80
0500	LEGAL	108,862.27
0520	MAYOR	23,877.62
0550	NEIGHBORHOOD SERVICES	5,445.60
05601	MUNICIPAL COURT	75,514.46
05602	PARKING VIOLATIONS	5,384.01
0570	OFFICE OF HEARING EXAMINER	36,635.80
0580	OFFICE OF YOUTH	0.00
0620	HUMAN RESOURCES	25,817.04
0650	PLANNING SERVICES	41,054.42
0680	POLICE	1,140,434.54
0690	PROBATION SERVICES	28,977.41
0700	PUBLIC DEFENDERS	67,899.38
0750	ECONOMIC DEVELOPMENT	8,828.00
0770	REAL ESTATE & FACILITIES	0.00
0780	BUSINESS & DEVELOPMENT SERVICES	0.00
0860	TREASURER	0.00
0890	WEIGHTS & MEASURES	0.00
	TOTAL GENERAL FUND	2,713,210.01

FUND	FUND NAME	TOTAL
1100	STREET	213,992.29
1200	CODE ENFORCEMENT	26,640.23
1300	LIBRARY	177,127.99
1390	URBAN FORESTRY FUND	7,873.65
1400	PARKS AND RECREATION	190,625.10
1460	PARKING METER	22,595.92
1510	LAW ENFORCEMENT INFO SYSTEM FUND	37,213.30
1530	LAW ENFORCEMENT BLOCK GRANT FUND	480.00
1540	HUMAN SERVICES GRANTS	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	6,461.22
1630	COMBINED COMMUNICATIONS CENTER	56,451.47
1650	COMMUNITY & ECONOMIC DEVELOPMENT	0.00
1680	CD/HS	31,902.24
1820	WIA DISLOCATED WORKERS FUND	0.00
1830	WIA GOVERNORS GRANT FUND	0.00
1840	WIA ADMINISTRATIVE COST POOL	16,793.84
1970	EMS FUND	173,723.68
4100	WATER	346,644.65
4300	SEWER	436,267.98
4480	REFUSE	395,840.28
4490	SOLID WASTE	24,319.87
4600	GOLF	23,329.21
4700	GENERAL SERVICES FUND	95,796.93
5100	FLEET SERVICE	85,709.81
5200	PUBLIC WORKS & UTILITY FUND	47,784.32
5300	MIS	139,806.10
5600	ACCOUNTING SERVICES	125,155.71
5800	RISK MANAGEMENT	0.00
5810	WORKER'S COMPENSATION	10,733.07
5830	SELF-FUNDED MEDICAL/DENTAL	7,300.00
5900	ASSET MANAGEMENT	37,332.09
6060	CITY RETIREMENT	8,876.00
6750	REGIONAL PLAN	28,594.34
6780	EMS PROGRAM DIRECTOR	2,365.60
	TOTAL	5,490,946.90



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/12/2013
Clerk's File #	ORD C34962
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	JASON 6068 FAULKNER
Contact E-Mail	JFAULKNER@SPOKANECITY.ORG
Agenda Item Type	Emergency Budget Ordinance
Agenda Item Name	5600 - EBO: RE: COUNCIL ASSISTANT

Agenda Wording

Amending Ordinance No. C34947 and appropriating funds from the Transportation Benefit District (Fund 6785). This action increases City Council Assistants from 3.75 to 4.0 FTE.

Summary (Background)

In order to provide administrative support to the Transportation Benefit District and the Citizens Transportation Advisory Board a ten (10) hour per week position has been created. This position is to be filled by one of the current Legislative Assistants thus making their position a total of forty (40) hours and full time status.

Fiscal Impact

Revenue	\$ 9,930
Expense	\$ 9,930
Select	\$
Select	\$

Budget Account

#	0320-36130-99999-34919-99999
#	Various - see budget ordinance
#	
#	

Approvals

Dept Head	WESTFALL, JENNIFER
Division Director	
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	02/11/2013
Other	

Distribution List

Additional Approvals

Purchasing	

ORDINANCE NO _____

An ordinance amending Ordinance No. C-34947, passed the City Council December 10, 2012, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2013, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2013, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2013 budget Ordinance No. C-34947, as above entitled, and which passed the City Council December 10, 2012, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0320-36130	General Fund – City Council	
	99999-34919	Interfund Other General Gov't	<u>\$ 9,930</u>
TO:	0320-36130	General Fund – City Council	
	11600-07360	City Council Assistant (from 3.75 to 4 FTE)	8,600
	11600-52110	Social Security/Medicare	660
	11600-52210	Retirement	670
			<u>\$ 9,930</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to move one Council Assistant position from part-time to full-time, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

**Agenda Sheet for City Council Meeting of:**

02/25/2013

Date Rec'd	2/12/2013
Clerk's File #	RES 2013-0014
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	ELDON BROWN 625-6305
Contact E-Mail	EBROWN@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0370-SET HEARING-GARNET STREET VACATION

Agenda Wording

Resolution setting hearing before the City Council for March 25, 2013 for the vacation of Garnet Ave. from Rebecca St. to Myrtle St. and Myrtle St. from North Line of Alley North of Courtland Ave. to Garnet Ave. requested by City's Parks Department.

Summary (Background)

The City of Spokane Park's Department owns the abutting property and has initiated this request. Staff requests that City Council set a public hearing on the vacation petition.

Fiscal Impact

Select	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

Dept Head	BROWN, ELDON
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	
Distribution List	
	sdecker@spokanecity.org
	htrautman@spokanecity.org

Additional Approvals

Purchasing	

RESOLUTION

A RESOLUTION INITIATING THE VACATION OF A CITY STREET

WHEREAS, the Spokane City Council pursuant to Chapter 35.79 RCW may initiate by resolution the vacation of any street or alley or any part when it is in the public interest; and

WHEREAS, the Spokane City Council finds it is in the public interest to vacate the street described as Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of the Alley North of Courtland Avenue to Garnet Avenue and desires to provide published and mailed notice to owners of lots, tracks or parcels abutting upon the street or alley to be vacated, as shown on the roles of the County Assessor and set a public hearing in order to act upon the vacation.

NOW, THEREFORE,

The Spokane City Council resolves as follows:

It is in the public interest to vacate the street described as: Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of the Alley North of Courtland Avenue to Garnet Avenue

That hearing on the petition to vacate Garnet Avenue from Rebecca Street to Myrtle Street and Myrtle Street from North Line of the Alley North of Courtland Avenue to Garnet Avenue, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on March 25, 2013, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the City Council this _____ day of _____, 2013.

City Clerk

Approved as to form:

Assistant City Attorney



Courtland Garnet

Myrtle

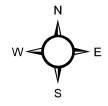
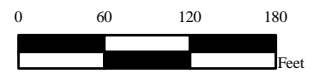
Courtland

Rebecca

Bridgeport

Vacation of Garnett Avenue from Rebecca Street to Myrtle Street and Myrtle Street from the Northline of the Alley North Courtland Avenue to Garnett Avenue

Date: June 25, 2012



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

DISTRIBUTION LIST

VACATION OF GARNET AVENUE FROM REBECCA STREET TO MYRTLE STREET AND MYRTLE STREET FROM THE NORTH LINE OF THE ALLEY NORTH OF COURTLAND AVENUE TO GARNET AVENUE

POLICE DEPARTMENT
ATTN: LT REX OLSON

FIRE DEPARTMENT
ATTN: LISA JONES

CURRENT PLANNING
ATTN: KEN PELTON

ENGINEERING SERVICES – TRAFFIC
PLANNING

WATER DEPARTMENT
ATTN: DIRECTOR FRANK TRIPLETT

WATER DEPARTMENT
ATTN: JIM SAKAMOTO

WATER DEPARTMENT
ATTN: JEFF LILY

WATER DEPARTMENT
ATTN: SUPERINTENDENT LYNN SHUPE

WATER DEPARTMENT
ATTN: CHRIS PETERSCHMIDT

STREET DEPARTMENT
ATTN: DAUN DOUGLASS

ENGINEERING SERVICES
ATTN: SANDY DECKER

CONSTRUCTION MANAGEMENT
ATTN: KEN BROWN

CAPITAL PROGRAMS
ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT
ATTN: BILL PEACOCK

SIGNS AND MARKINGS
ATTN: MARCUS EVELAND

STREET DEPARTMENT
ATTN: MARK SERBOUSEK

ELECTRONIC SERVICE CENTER
ATTN: JOHN KNACK

STATE EXAMINER

ACCOUNTING
ATTN: PAM DOLAN

PARKS & RECREATION DEPARTMENT
ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES
ATTN: HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD
BOB LUTZ

COMCAST
DESIGN & CONSTRUCTION

AVISTA UTILITIES
PO BOX 3727

CENTURY LINK
ATTN: KAREN STODDARD

ADAMS, GRACE I
3808 E COURTLAND AVE
SPOKANE WA 99217-6907

AIKEN, GERALD
3704 E BRIDGEPORT AVE
SPOKANE WA 99217-6929

ANDERSON, RYAN D & ROBIN
12840 POCONO RD
APPLE VALLEY CA 92308

ANOTHER DIRECTION, LLC
10710 S SHERMAN RD
SPOKANE WA 99224

ARNOLD, PAUL J
3908 E COURTLAND AVE
SPOKANE WA 99217-6909

BAILEY, RONALD P & JANETTE R
3831 E BRIDGEPORT AVE
SPOKANE WA 99217-6932

BEGGS, ANTHONY M
11009 E 5TH CT
SPOKANE VALLEY WA 99206

BENDEWALD, BARNETTA
3811 E BRIDGEPORT AVE
SPOKANE WA 99217-6932

BENTZ, G D
3715 E BRIDGEPORT AVE
SPOKANE WA 99217-6930

BLACKE, MATTHEW R
3904 E COURTLAND AVE
SPOKANE WA 99217-6909

BOOMER JR, WILLIAM H
3632 E COURTLAND AVE
SPOKANE WA 99217-6903

BOTHMER, MARK & CARRIE
108 MARYLAND AVE
EDGEWATER MD 21037

BRITTAIN, JUDITH & RODNEY D
23408 E WELLESLEY AVE
OTIS ORCHARDS WA 99027-9348

BUNCH, ROGER K
3924 E BRIDGEPORT AVE
SPOKANE WA 99217-6933

BUNCH, ROGER K
1230 E JOSEPH
SPOKANE WA 99208

CABBAGE, JOSEPH M
3707 E BRIDGEPORT AVE
SPOKANE WA 99217-6930

CARMICKLE, COREY A
3617 E BRIDGEPORT AVE
SPOKANE WA 99217

CURRYER, STEPHEN D & KATHRYN A
3614 E COURTLAND AVE
SPOKANE WA 99217-6903

DANIEL, LEONARD B & MICHELE P
2617 E CHATTAROY RD
CHATTAROY WA 99003

DIBBLE, DOYLE A & CINDY L
3802 E BRIDGEPORT AVE
SPOKANE WA 99217-6931

DUONG, TRANH QUE AU/AU, NU DUONG
3807 E BRIDGEPORT
SPOKANE WA 99207

ERNSBERGER, BARBARA L / HARRIS,
DONALD
3628 E BRIDGEPORT AVE
SPOKANE WA 99217

ESTES, KATHRYN A
3712 E COURTLAND AVE
SPOKANE WA 99217

EVANGER, STEPHANIE
3918 E BRIDGEPORT
SPOKANE WA 99217

FINCH, BRIAN & KARIKAYE
3703 E COURTLAND AVE
SPOKANE WA 99217-

FITTING, BRUCE D
5712 N GOVERNMENT WAY UNIT D
COEUR D'ALENE ID 83815

FITZPATRICK, CINDY J
3628 E COURTLAND AVE
SPOKANE WA 99217

FREEMAN, JUSTIN C
3804 E COURTLAND AVE
SPOKANE WA 99217-6907

FREESE, HAROLD W & WANDA L
PO BOX 7314
SPOKANE WA 99207

HAMILTON, TONYA L
3809 E BRIDGEPORT AVE
SPOKANE WA 99207

HANEY, RICHARD A
3924 E COURTLAND AVE
SPOKANE WA 99217-6909

HINDMAN, D & M
3927 E BRIDGEPORT AVE
SPOKANE WA 99217-6934

HOOVER, NATHANIEL C & SHELLOY
3620 E COURTLAND AVE
SPOKANE WA 99217

HUTH, VICKIE R
3708 E COURTLAND AVE
SPOKANE WA 99217-6905

INGRAM, DOROTHY J
3727 E BRIDGEPORT AVE
SPOKANE WA 99217-6930

JOHNSON, L B
3827 E COURTLAND AVE
SPOKANE WA 99217-6985

JOHNSON, L B
3827 E COURTLAND AVE
SPOKANE WA 99217-6985

KAISER, GENEVA R / RANDALL, ROGER
A
3832 E COURTLAND AVE
SPOKANE WA 99217

KAMERER, MATTHEW J
5606 N HELENA
SPOKANE WA 99208

KERBS, JOSHUA & QUINTAWNIA
3602 E BRIDGEPORT AVE
SPOKANE WA 99217-6927

KERSEY, CHARLES
3627 E BRIDGEPORT AVE
SPOKANE WA 99207-

KERSEY, REBECCA R
543 E LIBERTY AVE
SPOKANE WA 99207

KJOLSO, MICHAEL R & TERRI L
PO BOX 1432
RATHDRUM ID 83858-

KOKER, BARBARA J
4911 N VISTA VIEW CIR
SPOKANE WA 99212

KUZNETSOV, RUSLAN & GALINA
3908 E BRIDGEPORT AVE
SPOKANE WA 99207

LAYUGAN, JULIE A / BENCICH, ROBERT
M
3914 E BRIDGEPORT AVE
SPOKANE WA 99217

LEWALLEN, ERIC/DOUGLASS/CARRIE
1512 DIAMOND CK
NEWPORT WA 99156

LIPINSKI, CHERYL L
3932 E COURTLAND AVE
SPOKANE WA 99217

MAKARCZYK, FRANCES
3703 E BRIDGEPORT AVE
SPOKANE WA 99207

MERCER, JOSEPH & LINDSEY
16026 N TAMARAC LN
Nine Mile Fls WA 99026-9438

MILLS FAMILY REVOCABLE LVG TR
3525 N REBECCA ST
SPOKANE WA 99217

MOORMAN, W A
3709 E COURTLAND AVE
SPOKANE WA 99217-6984

MOORMAN, WILLIAM A & MARLENE J
3709 E COURTLAND AVE
SPOKANE WA 99217-6984

NANCE, ROY
3633 E BRIDGEPORT AVE
SPOKANE WA 99217-6928

OLIVER, MARK
3915 E BRIDGEPORT AVE
SPOKANE WA 99217-6934

PARKINS, D E
3807 E COURTLAND AVE
SPOKANE WA 99217-6985

PARKINS, DONALD E & JOYCE L
3807 E COURTLAND AVE
SPOKANE WA 99217-6985

PARSONS, ANTHONY W/HUESDON,
ANGELA
3716 E COURTLAND AVE
SPOKANE WA 99217-6905

PASCO, LARRY R
3603 E BRIDGEPORT AVE
Spokane WA 99217

PETERS, JULIE A & IRVEN W
3818 E BRIDGEPORT AVE
SPOKANE WA 99217-6931

PLESEK, WILLIAM & CARI L
3904 E BRIDGEPORT AVE
SPOKANE WA 99217-6933

PRESCOTT, WILLIAM W
1824 E 18TH AVE
SPOKANE WA 99203

RBI CO, LLC
PO BOX 9815
SPOKANE WA 99209-9815

RODRIGUEZ, BRANDY SUMMER
3731 E COURTLAND AVE
SPOKANE WA 99217-6984

ROGERS, MICHAEL A
3728 E BRIDGEPORT AVE
SPOKANE WA 99217-6929

SCHROEDER, PAMELA A
3803 E BRIDGEPORT AVE
SPOKANE WA 99217

SEABASTIN, BEAUX
1624 W CLEVELAND
SPOKANE WA 99205

SHIROBOKOV, VASILIIY G & YELENA V
9706 E MORGAN RD
SPOKANE WA 99217

SMITH, DWIGHT
3623 E COURTLAND AVE
SPOKANE WA 99207

SNOVER, SHANNON M
2911 N SMITH ST
SPOKANE WA 99207-5686

STOUT, SUSAN N
3607 E COURTLAND AVE
SPOKANE WA 99217-6983

SYKES, RICK & KAREN
5982 CENTRAL AVE
ST PETERSBURG FL 33707

TAKESHITA, DEBRA H & FOSTER,
BRANT P
3907 E BRIDGEPORT
SPOKANE WA 99217

TAYLOR, PAULINE M
3633 E COURTLAND AVE
SPOKANE WA 99217

TEDROW, ALFRED C / CLEMONS,
ROBERTA J
5004 W GARDEN SPRINGS RD
SPOKANE WA 99224

THOMAS, RALPH
3805 E BRIDGEPORT AVE
SPOKANE WA 99217-6932

TRAMBITAS, KENNETH & MARGARET
3828 E BRIDGEPORT AVE
SPOKANE WA 99217-6931

TRAN, LIN / TRUONG, LINH
3607 E BRIDGEPORT AVE
SPOKANE WA 99217

TRUONG, NGOC LAN T/PHAM, HUNG
VAN
3607 E BRIDGEPORT AVE
SPOKANE WA 99217

TURLIK, GORDON A
3618 E GARNET AVE
SPOKANE WA 99217-6916

TURLIK, GORDON A & SHARON A
3618 E GARNET AVE
SPOKANE WA 99217-6916

URANN, THOMAS E
3503 E PINEGLEN
MEAD WA 99021

VAN DISSEL, B E & C M
3730 E COURTLAND AVE
SPOKANE WA 99217-6905

VAN HOVER, CRAIG D & MEGAN F
3903 E BRIDGEPORT AVE
Spokane WA 99217-6934

WELSH, RANDY L & SUSAN K
PO BOX 457
LIBERTY LAKE WA 99019

WOLF, ASHLEY D
3921 E BRIDGEPORT AVE
SPOKANE WA 99217

YORK, BRENDA M
2268 BIG PINES AVE LOT 11
WOODLAND PARK CO 80863-7504

YUHAS, KATELIN M
3814 E BRIDGEPORT AVE
SPOKANE WA 99217

ZUCHETTO, MICHAEL A
3828 E COURTLAND AVE
SPOKANE WA 99217-6907



Agenda Sheet for City Council Meeting of:

02/25/2013

Date Rec'd	2/12/2013
Clerk's File #	RES 2013-0015
Renews #	
Cross Ref #	
Project #	2011074
Bid #	
Requisition #	

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	MIKE TAYLOR 625-6305
Contact E-Mail	PMTAYLOR@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0370-RESOLUTION-DOWNTOWN BICYCLE NETWORK RESOLUTION

Agenda Wording

A Resolution approving the removal of certain parking spaces for the Downtown Bicycle Network Completion Project.

Summary (Background)

The Downtown Bicycle Network Completion project will complete a portion of bike facilities network identified in the Comprehensive Plan. Several segments outlined for striped bike lanes have been found to have inadequate width to retain traffic lanes, parking and new bike lane. This resolution approves the removal of parking at 4 locations as part of this project. A detailed study and public information process concluded that this action will have minimal effect on the majority of these areas.

Fiscal Impact

Select	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
#
#

Approvals

Dept Head	BROWN, ELDON
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PCED 1/28/13

Distribution List

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Additional Approvals

Purchasing	

BRIEFING PAPER

Planning, Community Economic Development Committee

Engineering Services

January 28, 2013

Subject:

Parking Removal is proposed for portions of the "Downtown Bicycle Network Completion" project scheduled for construction in mid 2013. Engineering Services will require that this matter be resolved prior to finalizing project plans and advertising the project for construction.

Background:

The City of Spokane Comprehensive Plan identifies bike facilities within the City. The 'Downtown Bicycle Network Completion' project was developed to complete a portion of this overall network. One of the effects not identified within the Comprehensive Plan is the potential for parking impacts. Several segments outlined for striped bike lanes have been found to have inadequate width to retain traffic lanes, parking and the new bike lane.

Impact:

As a result of Council action, they are affirming that parking will be removed at 4 locations comprised of approximately 19 blocks within the Downtown area and close proximity. The conclusions of the detailed study and of the public information process is that this action will have minimal effect on the majority of these areas.

Action:

PCED and City Council approval is required to complete a previously accepted process. Project advertising is scheduled for March 2013. Council action is required prior to that timeframe.

RESOLUTION

A RESOLUTION approving the removal of certain parking spaces for the Downtown Bicycle Network Completion Project.

WHEREAS, the City of Spokane Comprehensive Plan indentifies bike facilities and a bicycling plan within the City. However, one of the effects not identified within the Comprehensive Plan is the potential for parking impacts. Several segments outlined for striped bike lanes have been found to have inadequate width to retain traffic lanes, parking and the new bike lane; and

WHEREAS, part of the Comprehensive Plan is a downtown bicycling network; and

WHEREAS, a bicycle project completed in 2011 created a core portion of the downtown bicycling network. The proposed 'Downtown Bicycle Network Completion' project will complete a portion of this overall network; and

WHEREAS, in general, parking removal is proposed for four distinct locations where a striped bike lane, either five or six feet in width, is scheduled and there is inadequate room for the vehicle lanes to co-exist; and

WHEREAS, a process was developed and presented to the City Council's PCED committee in the fall of 2012 to be followed by the Engineering Services Department for the removal of existing parking; which includes notice to adjacent property owners and businesses, public meetings and other public input; and

WHEREAS, it is the recommendation of the Engineering Services Department that parking removal be authorized for four locations comprising approximately nineteen blocks within the downtown area and close proximity be approved:

- Recommendations of the Comprehensive Plan and associated studies as adopted and vetted over a period of time are being follow,
- Every effort was made to minimize the need for removal including narrowing vehicle lanes and consideration of hardscape revisions,
- Only one negative comment was received relative to the segment along Main Street;

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE that it approves the removal of parking in the following locations:

Main Street – from Washington Street to Bernard Street – north side
2nd Avenue – Pine Street to Scott Street – north side
4th Avenue – McClellan Street to Brown Street – north side
4th Avenue – Cowley Street to Spokane Street and 5th Avenue from Spokane Street to Arthur Street – north side

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
02/11/2013

Date Rec'd	1/30/2013
Clerk's File #	ORD C34960
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	JONATHAN 6734
Contact E-Mail	JMALLAHAN@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	AMENDMENT TO ORDINANCE RELATING TO THE CHASE YOUTH COMMISSION

Agenda Wording

Amending ordinance relating to the Chase Youth Commission; amending SMC sections 4.23.020, 4.23.030 and 4.23.080

Summary (Background)

The request for this amendment came from the Chase Youth Commission. This recommendation from Chase Youth Commission is a result of a year-long conversation with board members about the future of the board. A letter dated December 10th, 2012 from Susan Lane, Chase Youth Foundation Director, outlines the organization's motives and recommendations to phase in this change upon the expiration of current adult members' terms in January 2013. Adults will continue to be involved in program as advisors

Fiscal Impact	Budget Account
Neutral \$ na	# na
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	FEIST, MARLENE	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA	jmallahan@spokanecity.org	
For the Mayor	SANDERS, THERESA	tsanders@spokanecity.org	
Additional Approvals		nskog@spokanecity.org	
Purchasing		mlesesne@spokanecity.org	
		bburns@spokanecity.org	
		chaseyouthspokane@gmail.com	

ORDINANCE NO. C34960

AN ORDINANCE relating to the Chase Youth Commission; amending SMC sections 4.23.020, 4.23.030 and 4.23.080.

The City of Spokane does ordain:

Section 1. That SMC section 4.23.020 is amended as follows:

4.23.020 Membership

- A. The commission consists of ~~((fifteen))~~ ten members of the Spokane community.
1. ~~((Seven))~~ Five members are residents of the City of Spokane, nominated by the mayor and appointed by the council~~((:))~~ ; and
 2. ~~((Seven))~~ Five members are residents of other cities in the county and of the unincorporated areas of Spokane County, appointed by the board of county commissioners~~((: and~~
 3. ~~One member may be a resident anywhere in the county, appointed by the commission with the approval of the city council and the board of county commissioners)).~~
- B. The commission is comprised of ~~((:))~~ youths, thirteen through eighteen years of age.
- ~~((1. seven "youths," thirteen through eighteen years of age; and~~
- ~~2. eight "adults", nineteen and over)).~~
- C. The council president serves as official liaison between the commission and the city council and the chair of the board of county commissioners serves as official liaison to the board.

Section 2. That SMC section 4.23.030 is amended as follows:

4.23.030 Term

- A. Except that a member may be removed for cause by the appointing authority, ~~((adult members serve staggered terms of three years, and))~~ youth members serve terms of one year, and until his successor assumes office.

- B. Terms end on June 30th of the appropriate year from time of appointment to the commission.
- C. No ~~((adult may serve more than two consecutive terms, to a maximum of six years. No))~~ youth may serve more than six consecutive terms, to a maximum of six years.

Section 3. That SMC section 4.23.080 is amended as follows:

4.23.080 Staff Support

Under the direction of the mayor the commission receives staff support as necessary. ~~((In particular, the director of the youth department serves as executive secretary of the commission and provides direct staff support.))~~ The city attorney provides legal counsel.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

BRIEFING PAPER
City of Spokane
PCED Committee
Monday, January 14, 2013

Subject

An amendment to the Spokane Municipal Code section 4.23.020 (Chase Youth Commission) eliminating adult commission positions.

Background

The request for this amendment came from the Chase Youth Commission. This recommendation from Chase Youth Commission is a result of a year long conversation with board members about the future of the board. A letter (attached) dated December 10th, 2012 from Susan Lane, Chase Youth Foundation director, outlines the organization's motives and recommendation to phase in this change upon the expiration of current adult members' terms in January of 2013.

Adults will continue to be involved in the program as advisors. This recommendation was made through a unanimous vote of the commission.

Impact

Reduces board membership from 15 to 10 through eliminating 8 adult positions and adding 3 youth positions.

Current Board Membership: 7 Youth, 8 adults (7 City, 7 County, 1 All County)
Proposed Board Membership: 10 Youth (5 City, 5 County)

Action

Amend SMC 4.23.020, 4.23.030 and 4.23.080

Funding

N/A



Agenda Sheet for City Council Meeting of:
02/25/2013

Date Rec'd	2/13/2013
Clerk's File #	ORD C34963
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	MCLAUGHLIN & 625.6256	Project #	
Contact E-Mail	NMCLAUGHLIN@SPOKANECITY.ORG,	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 ADULT ENTERTAINMENT INTERIM ORDINANCE		

Agenda Wording

An interim ordinance relating to adult bookstores, adult video stores, and sex paraphernalia stores; amending SMC sections 17A.020.010, 17A.020.190, 17C.305.010, and 17C.305.020;

Summary (Background)

The City Council desires to minimize and control the adverse effects of adult businesses operating within the City of Spokane by amending the current definition of "Adult Businesses. Over the past 15 years the City has passed ordinances that have defined adult related businesses that operate within the City of Spokane.

Fiscal Impact	Budget Account
Select \$	#
Select \$	#
Select \$	#
Select \$	#

Approvals		Council Notifications	
Dept Head	WESTFALL, JENNIFER	Study Session	
Division Director		Other	
Finance	LESESNE, MICHELE	Distribution List	
Legal	BURNS, BARBARA		
For the Mayor	SANDERS, THERESA		

Additional Approvals	
Purchasing	

ORDINANCE NO. _____

An interim ordinance relating to adult bookstores, adult video stores, and sex paraphernalia stores; amending SMC sections 17A.020.010, 17A.020.190, 17C.305.010, and 17C.305.020; adopting a new section 17C.210.100 to chapter 17C.210 of the Spokane Municipal Code; providing for a public hearing within sixty days and declaring an emergency.

WHEREAS, adult businesses require special supervision from the public safety agencies of the City in order to protect and preserve the health, safety, and welfare of the patrons of such businesses as well as the citizens of the City; and

WHEREAS, there is convincing documented evidence that adult businesses, as a category of establishments, have deleterious secondary effects and are often associated with crime and adverse effects on surrounding properties; and

WHEREAS, the City Council desires to minimize and control these adverse effects and thereby protect the health, safety, and welfare of the citizenry; protect the citizens from crime; preserve the quality of life; preserve the character of surrounding neighborhoods and deter the spread of urban blight; and

WHEREAS, certain sexually oriented products and services offered to the public are recognized as not inherently expressive and not protected by the First Amendment, *see, e.g., Sewell v. Georgia*, 233 S.E.2d 187 (Ga. 1977), *dismissed for want of a substantial federal question*, 435 U.S. 982 (1978) (sexual devices); *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215, 224 (1990) (escort services and sexual encounter services); *Williams v. Morgan*, 478 F.3d 1316 (11th Cir. 2007) (upholding ban on sexual novelty devices); *Heideman v. South Salt Lake City*, 348 F.3d 1182, 1195 (10th Cir. 2003) (“On its face, the Ordinance applies to all ‘sexually oriented businesses,’ which include establishments such as ‘adult motels’ and ‘adult novelty stores,’ which are not engaged in expressive activity.”); and

WHEREAS, there is documented evidence of adult sexually oriented businesses, including adult bookstores and adult video stores, manipulating their inventory and/or business practices to avoid regulation while retaining their essentially “adult” nature, *see, e.g., City of New York v. Hommes*, 724 N.E.2d 368 (N.Y. 1999); *Taylor v. State*, No. 01-01-00505-CR, 2002 WL 1722154 (Tex. App. July 25, 2002) (noting that “the nonadult video selections appeared old and several of its display cases were covered with cobwebs”); *Z.J. Gifts D-4, L.L.C. v. City of Littleton*, Civil Action No. 99-N-1696, Memorandum Decision and Order (D. Colo. March 31, 2001) (finding “plaintiff’s argument that it is not an adult entertainment establishment frivolous at best”); *People ex rel. Deters v. The Lion’s Den, Inc.*, Case No. 04-CH-26, Modified Permanent Injunction Order (Ill. Fourth Judicial Circuit, Effingham County, July 13, 2005) (noting that “the accuracy and credibility” of the evidence on inventory in a Lion’s Den was suspect, and that testimony

was “less than candid” and “suggested an intention to obscure the actual amount of sexually explicit material sold”); and

WHEREAS, sexual devices and other sex paraphernalia are often featured in establishments commonly known as adult bookstores and adult video stores, making voluminous reports concerning negative secondary effects of adult bookstores and adult video stores both a rational and substantial basis for the legislative determination to regulate the location of sex paraphernalia stores; and

WHEREAS, the manner in which an establishment holds itself out to the public is a reasonable consideration in determining whether the establishments is a sexually oriented business, *see, e.g., East Brooks Books, Inc. v. Shelby County*, 588 F.3d 360, 365 (6th Cir. 2009) (“A prominent display advertising an establishment as an ‘adult store,’ moreover, is a more objective indicator that the store is of the kind the Act aims to regulate, than the mere share of its stock or trade comprised of adult materials.”); *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215, 261 (1991) (Scalia, J., concurring in part and dissenting in part) (“[I]t is most implausible that any enterprise which has as its constant intentional objective the sale of such [sexual] material does not advertise or promote it as such.”); and

WHEREAS, the City intends to regulate such businesses as adult businesses through a narrowly tailored ordinance designed to serve the substantial government interest of preventing the negative secondary effects of adult businesses; and

WHEREAS, the City’s regulations shall be narrowly construed to accomplish this end; and

WHEREAS, the City recognizes its constitutional duty to interpret, construe, and amend its laws to comply with constitutional requirements as they are announced; and

WHEREAS, with the passage of any ordinance, the City and the City Council accept as binding the applicability of general principles of criminal and civil law and procedure and the rights and obligations under the United States and Washington Constitution, the Revised Code of Washington, and the Washington Rules of Civil Procedure and Washington Rules of Criminal Procedure; and

WHEREAS, it is not the intent of this ordinance to suppress any speech activities protected by the U.S. Constitution or the Washington Constitution, but to enact legislation to further the content-neutral governmental interests of the City, to wit, the controlling of secondary effects of sexually oriented adult businesses; and

WHEREAS, the City of Spokane finds it necessary to develop a revised zoning ordinance which will include definitions of adult businesses that are sufficient to protect nearby owners from adverse secondary effects of the operation of such businesses on an interim basis, to begin the amortization process pending public hearing before the Plan Commission; and

WHEREAS, RCW 36.70A.390 provides that, “A county or city governing body that adopts a moratorium, interim zoning map, *interim zoning ordinance*, or interim official control without holding a public hearing on the proposed moratorium, RCW 35.63.200 or RCW 36.70A.390, shall hold a public hearing on the adopted moratorium, interim zoning map, interim zoning ordinance, or interim official control within at least sixty days of its adoption, whether or not the governing body received a recommendation on the matter from the planning commission or department. If the governing body does not adopt findings of fact justifying its action before this hearing, then the governing body shall do so immediately after this public hearing. A moratorium, interim zoning map, interim zoning ordinance, or interim official control adopted under this section may be effective for not longer than six months, but may be effective for up to one year if a work plan is developed for related studies providing for such a longer period. A moratorium, interim zoning map, interim zoning ordinance, or interim official control may be renewed for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal”; and

WHEREAS, interim zoning control enacted under RCW 36.70A.390 is a method by which local governments may preserve the status quo pending study and public hearing, where reasonably necessary to preserve and protect the public health, safety and welfare; and

WHEREAS, RCW 36.70A.390 authorizes the enactment of an interim zoning ordinance without holding a public hearing before the Plan Commission; and

WHEREAS, substantial evidence has been brought forward the existence of secondary effects from the operation of adult businesses in proximity to residential neighborhoods, and that such secondary effects have been ongoing for many years; and

WHEREAS, the City Council finds that the interim regulation of adult businesses imposed by this ordinance is necessary for the protection of the public health, safety, property or peace; Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC section 17A.020.010 is amended to read as follows:

17A.020.010 “A” Definitions

- A. Abandoned Sign Structure.
A sign structure where no sign has been in place for a continuous period of at least six months.

- B. Aboveground Storage Tank or AST.
Any one or connected combination of tanks that is used to contain an accumulation of liquid critical materials and the aggregate volume of which (including the volume of piping connected thereto) is more than sixty gallons and the entire exterior surface area of the tank is above the ground and is able to be fully visually inspected. Tanks located in vaults or buildings that are to be visually inspected are considered to be aboveground tanks.
- C. Accepted.
A project for which the required plans have been found to be technically adequate.
- D. Accessory Dwelling Unit (ADU).
An accessory dwelling unit is a separate additional living unit, including separate kitchen, sleeping, and bathroom facilities, attached or detached from the primary residential unit, on a single-family lot. ADUs are known variously as:
1. "mother-in-law apartments,"
 2. "accessory apartments," or
 3. "second units."
- E. Accessory Structure.
A structure of secondary importance or function on a site. In general, the primary use of the site is not carried on in an accessory structure.
1. Accessory structures may be attached or detached from the primary structure.
 2. Examples of accessory structures include:
 - a. garages,
 - b. decks,
 - c. fences,
 - d. trellises,
 - e. flagpoles,
 - f. stairways,
 - g. heat pumps,
 - h. awnings, and
 - i. other structures.
 3. See also [SMC 17A.020.160](#) ("Primary Structure").
- F. Accessory Use.
A use or activity which is a subordinate part of a primary use and which is clearly

incidental to a primary use on a site.

G. Activity.

See Regulated Activity.

H. Administrative Decision.

A permit decision by an officer authorized by the local government. The decision may be for approval, denial, or approval with conditions and is subject to the applicable development standards of the land use codes or development codes.

I. Adult Bookstore or Adult Video Store. A commercial establishment which, as one of its principal business activities, offers for sale or rental for any form of consideration any one or more of the following: books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, compact discs, digital video discs, slides, or other visual representations which are characterized by their emphasis upon the display of "specified anatomical areas," as defined in SMC 17A.020.190, or "specified sexual activities," as defined in SMC 17A.020.190. A "principal business activity" exists where the commercial establishment meets any one or more of the following criteria:

1. At least 30% of the establishment's displayed merchandise consists of said items, or
2. At least 30% of the retail value (defined as the price charged to customers) of the establishment's displayed merchandise consists of said items, or
3. At least 30% of the establishment's revenues derive from the sale or rental, for any form of consideration, of said items, or
4. The establishment maintains at least 30% of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in "floor space" maintained for the display, sale, or rental of said items); or
5. The establishment maintains at least five hundred square feet (500 sq. ft.) of its floor space for the display, sale, and/or rental of said items (aisles and walkways used to access said items, as well as cashier stations where said items are rented or sold, shall be included in "floor space" maintained for the display, sale, or rental of said items); or
6. The establishment regularly offers for sale or rental at least two thousand (2,000) of said items; or

7. The establishment regularly features said items and regularly advertises itself or holds itself out, in any medium, by using "adult," "adults-only," "XXX," "sex," "erotic," or substantially similar language, as an establishment that caters to adult sexual interests.

J. Adult Business.

An "adult bookstore or adult video store," an "adult entertainment establishment," or a "sex paraphernalia store."

K. Adult Entertainment Establishment.

1. An "adult entertainment establishment" is an enclosed building, or any portion thereof, used for presenting performances, activities, or material relating to "specified sexual activities" as defined in [SMC 17A.020.190](#) or "specified anatomical areas" as defined in [SMC 17A.020.190](#) for observation by patrons therein.
2. A motion picture theater is considered an adult entertainment establishment if the preponderance of the films presented is distinguished or characterized by an emphasis on the depicting or describing of "specified sexual activities" or "specified anatomical areas."
3. A hotel or motel providing overnight accommodations is not considered an adult entertainment establishment merely because it provides adult closed circuit television programming in its rooms for its registered overnight guests.

L. Adult Family Home.

A residential use as defined and licensed by the State of Washington in a dwelling unit.

~~M. ((Adult-oriented Merchandise:~~

~~Any goods, products, commodities, or other ware, including, but not limited to, videos, CD-ROMs, DVDs, computer disks, or other storage devices, magazines, books, pamphlets, posters, cards, periodicals, or non-clothing novelties which depict, describe, or simulate "specified anatomical area," as defined in [SMC 17A.020.190](#), or "specified sexual activities," as defined in [SMC 17A.020.190](#).)~~

~~N. ((An "adult retail use establishment" is an enclosed building, or any portion thereof which, for money or any other form of consideration, devotes a significant or substantial portion of stock in trade to the sale, exchange, rental, loan, trade, transfer or viewing of "adult-oriented merchandise." For purposes of this definition, a retail establishment devotes a significant or substantial portion of its stock in trade to adult-oriented merchandise if the sale, exchange, rental, loan, trade, or transfer of such adult-oriented merchandise is clearly material to the economic viability of the business. It is rebuttably presumed that such adult-~~

~~oriented merchandise is clearly material to the viability of the business if adult-oriented merchandise accounts for:~~

- ~~1. thirty percent or more of the retail dollar value of gross sales over any quarterly period,~~
- ~~2. thirty percent or more of the floor area of the store open to the public,~~
- ~~3. thirty percent or more of the retail dollar value of all merchandise displayed in the store,~~
- ~~4. thirty percent or more of the store's inventory (whether measured by retail dollar value or number of items), or~~
- ~~5. thirty percent or more of the store's stock in trade.~~

~~In no event shall a retailer whose transactions only incidentally or marginally relate to adult-oriented merchandise be considered an adult retail use establishment.))~~

O. Agency or Agencies.
The adopting jurisdiction(s), depending on the context.

P. Agricultural Activities.

1. Pursuant to WAC 173-26-020(3)(a), agricultural uses and practices including, but not limited to:
 - a. producing, breeding, or increasing agricultural products;
 - b. rotating and changing agricultural crops;
 - c. allowing land used for agricultural activities to lie fallow in which it is plowed and tilled but left unseeded;
 - d. allowing land used for agricultural activities to lie dormant as a result of adverse agricultural market conditions;
 - e. allowing land used for agricultural activities to lie dormant because the land is enrolled in a local, state, or federal conservation program, or the land is subject to a conservation easement;
 - f. conducting agricultural operations; maintaining, repairing, and replacing agricultural equipment;
 - g. maintaining, repairing, and replacing agricultural facilities, provided that the replacement facility is not closer to the shoreline than the original facility; an
 - h. maintaining agricultural lands under production or cultivation.
2. The City of Spokane shoreline master program defines agriculture activities as:
3. low-intensity agricultural use is defined as passive grazing and plant cultivation; or

4. high-intensity agricultural use includes such activities as feedlots, feed mills, packing plants, agricultural processing plants or warehouse for the purpose of processing, packing, and storage of agricultural products.

Q. Agricultural Land.

Areas on which agricultural activities are conducted as of the date of adoption of the updated shoreline master program pursuant to the State shoreline guidelines as evidenced by aerial photography or other documentation. After the effective date of the SMP, land converted to agricultural use is subject to compliance with the requirements herein.

R. AKART.

An acronym for “all known, available, and reasonable methods to control toxicants” as used in the sense of the state Water Pollution Control Act and RCW 90.48.520 thereof. AKART shall represent the most current methodology that can be reasonably required for preventing, controlling, or abating the pollutants associated with a discharge. The concept of AKART applies to both point and nonpoint sources of pollution.

S. Alkali Wetlands.

Alkali wetlands means wetlands characterized by the occurrence of shallow saline water. In eastern Washington, these wetlands contain surface water with specific conductance that exceeds three thousand micromhos/cm. They have unique plants and animals that are not found anywhere else in eastern Washington such as the alkali bee. Conditions within these wetlands cannot be easily reproduced through compensatory mitigation.

T. Alley.

See “Public Way” ([SMC 17A.020.160](#)).

U. Alteration.

A physical change to a structure or site.

1. Alteration does not include normal maintenance and repair or total demolition.
2. Alteration does include the following:
 1. Changes to the facade of a building.
 2. Changes to the interior of a building.
 3. Increases or decreases in floor area of a building; or
 4. Changes to other structures on the site, or the development of new structures.

- V. **Alteration of Plat, Short Plat, or Binding Site Plan.**
The alteration of a previously recorded plat, short plat, binding site plan, or any portion thereof, that results in a change to conditions of approval or the deletion of existing lots or the change of plat or lot restrictions or dedications that are shown on the recorded plat. An alteration does not include a boundary line adjustment subject to [SMC 17G.080.030](#).
- W. **Alternative or Post-incarceration Facility.**
A group living use where the residents are on probation or parole.
- X. **Alternative Tower Structure (“Stealth” Technology).**
Manmade trees, clock towers, bell steeples, light poles, flag poles, and similar alternative-design mounting structures that camouflage or conceal the presence of antennas or towers (see also “Low Visual Impact Facility” – [SMC 17A.020.120](#)).
- Y. **Antenna Array (Wireless Communication Antenna Array).**
1. One or more rods, panels, discs, or similar devices used for the transmission or reception of radio frequency (RF) signals, which may include omni-directional antenna (whip), directional antenna (panel), and parabolic antenna (dish).
 2. Wireless communication antenna array shall be considered an accessory use provided they are located upon an existing structure.
- Z. **Antenna Height.**
The vertical distance measured from the base of the antenna support structure at grade to the highest point of the structure including the antenna.
- AA. **Antenna Support Structure.**
Any pole, telescoping mast, tower tripod, or any other structure that supports a device used in the transmitting and/or receiving of electromagnetic waves.
- AA. **API 653.**
The American Petroleum Institute’s standards for tank inspection, repair, alteration, and reconstruction.
- AB. **Appeal.**
A request for review of the interpretation of any provision of [Title 17 SMC](#).
- AC. **Appeal – Standing For.**
As provided under RCW 36.70C.060, persons who have standing are limited to the following:

1. The applicant and the owner of property to which the land use decision is directed; and
2. Another person aggrieved or adversely affected by the land use decision, or who would be aggrieved or adversely affected by a reversal or modification of the land use decision. A person is aggrieved or adversely affected within the meaning of this section only when all of the following conditions are present:
 - . The land use decision has prejudiced or is likely to prejudice that person.
 - a. That person's asserted interests are among those that the local jurisdiction was required to consider when it made the land use decision.
 - b. A judgment in favor of that person would substantially eliminate or redress the prejudice to that person caused or likely to be caused by the land use decision; and
 - c. The petitioner has exhausted his or her administrative remedies to the extent required by law (RCW 36.70C.060).

AD. Applicant.

An application for a permit, certificate, or approval under the land use codes must be made by or on behalf of all owners of the land and improvements. "Owners" are all persons having a real property interest. Owners include:

1. holder of fee title or a life estate;
2. holder of purchaser's interest in a sale contract in good standing;
3. holder of seller's interest in a sale contract in breach or in default;
4. grantor of deed of trust;
5. presumptively, a legal owner and a taxpayer of record;
6. fiduciary representative of an owner;
7. person having a right of possession or control; or
8. any one of a number of co-owners, including joint, in common, by entireties, and spouses as to community property.

AE. Application – Complete.

An application that is both counter-complete and determined to be substantially complete as set forth in [SMC 17G.060.090](#).

AF. Aquaculture.

The farming or culture of food fish, shellfish, or other aquatic plants or animals in freshwater or saltwater areas, and may require development such as fish hatcheries, rearing pens and structures, and shellfish rafts, as well as use of

natural spawning and rearing areas. Aquaculture does not include the harvest of free-swimming fish or the harvest of shellfish not artificially planted or maintained, including the harvest of wild stock geoducks on DNR-managed lands.

- AG. Aquatic Life.
Shall mean all living organisms, whether flora or fauna, in or on water.
- AH. Aquifer or Spokane Aquifer.
A subterranean body of flowing water, also known as the Spokane-Rathdrum Aquifer, that runs from Pend Oreille Lake to the Little Spokane River.
- AI. Aquifer Sensitive Area (ASA).
That area or overlay zone from which runoff directly recharges the aquifer, including the surface over the aquifer itself and the hillside areas immediately adjacent to the aquifer. The area is shown in the map adopted as part of SMC [17E.050.260](#).
- AJ. Aquifer Water Quality Indicators.
Common chemicals used for aquifer water quality screening. These are:
1. calcium,
 2. magnesium,
 3. sodium,
 4. total hardness,
 5. chloride,
 6. nitrate-nitrogen, and
 7. phosphorus.
- AK. Archaeological Areas and Historical Sites.
Sites containing material evidence of past human life, such as structures and tools and/or cultural sites with past significant historical events. These sites are a nonrenewable resource and provided a critical educational link with the past.
- AL. Area of Shallow Flooding.
A designated AO or AH Zone on the Flood Insurance Rate Map (FIRM).
1. The base flood depths range from one to three feet.
 2. A clearly defined channel does not exist.
 3. The path of flooding is unpredictable and indeterminate.
 4. Velocity flow may be evident.
- AO is characterized as sheet flow and AH indicates ponding.

- AM. Area of Special Flood Hazard.
The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. Designation on maps always includes the letters A or V.
- AN. Arterial.
See:
1. "Principal Arterials" – [SMC 17A.020.160](#),
 2. "Minor Arterials" – [SMC 17A.020.130](#),
 3. "Collector Arterial" – [SMC 17A.020.030](#), or
 4. "Parkway" – [SMC 17A.020.160](#).
- AO. Assisted Living Facility.
A multi-family residential use licensed by the State of Washington as a boarding home pursuant to chapter 18.20 RCW, for people who have either a need for assistance with activities of daily living (which are defined as eating, toileting, ambulation, transfer [e.g., moving from bed to chair or chair to bath], and bathing) or some form of cognitive impairment but who do not need the skilled critical care provided by nursing homes.
1. An "assisted living facility" contains multiple assisted living units.
 2. An assisted living unit is a dwelling unit permitted only in an assisted living facility.
- AP. Attached Housing.
Two or more dwelling units attached by a common wall at a shared property line. These include:
1. townhouses,
 2. row houses, and
 3. other similar structures
- that are single-family residences on individual lots, sharing a common wall at a shared property line.
- AQ. Attached Structure.
Any structure that is attached by a common wall to a dwelling unit.
1. The common wall must be shared for at least fifty percent of the length of the side of the principal dwelling.
 2. A breezeway is not considered a common wall.
 3. Structures including garages, carports, and house additions attached to the principal dwelling unit with a breezeway are still detached structures

for purposes of this chapter and its administration.

- AR. Available Capacity.
Capacity for a concurrency facility that currently exists for use without requiring facility construction, expansion, or modification (RCW 76.70A.020).
- AS. Average Grade Level.
Means the average of the natural or existing topography of the portion of the lot, parcel, or tract of real property on that part of the lot to be occupied by the building or structure as measured by averaging the elevations at the center of all exterior walls of the proposed structure.

Section 2. That SMC section 17A.020.190 is amended to read as follows:

17C.020.190 “S” Definitions

- A. Salmonid.
Belonging to the family of Salmonidae, including the salmons, trouts, chars, and whitefishes.
- B. Sandwich Board Sign.
A self-supporting A-shaped freestanding temporary sign with only two visible sides that are situated adjacent to a business, typically on a sidewalk.
- C. Scrub-shrub Wetland.
An area of vegetated wetland with at least thirty percent of its surface area covered by woody vegetation less than twenty feet in height at the uppermost strata.
- D. Secondary Building Walls.
Exterior building walls that are not classified as primary building walls.
- E. Secondary Containment.
A means of spill or leak containment involving a second barrier or tank constructed outside the primary container and capable of holding the contents of the primary container.
- F. Sediment.
Mineral or organic matter deposited as a result of erosion.
- G. Sedimentation.
The settling and accumulation of particles such as soil, sand, and gravel,

suspended in water or in the air.

- H. SEPA Rules.
Chapter 197-11 WAC adopted by the department of ecology.
- I. Service Area.
A geographic area defined by the City, which encompasses public facilities that are part of a plan.
- J. Serviceable.
Means presently useable.
- K. Setback.
The minimum distance required between a specified object, such as a building and another point. Setbacks are usually measured from lot lines to a specified object. In addition, the following setbacks indicate where each setback is measured from:
1. "Front setback" means a setback that is measured from a front lot line.
 2. "Rear setback" means a setback that is measured from a rear lot line.
 3. "Side setback" means a setback that is measured from a side lot line.
 4. "Street setback" means a setback that is measured from a street lot line.
- L. Sex Paraphernalia Store.
A commercial establishment that regularly features sexual devices and regularly advertises or holds itself out, in any medium, as an establishment that caters to adult sexual interests. This definition shall not be construed to include any:
1. pharmacy, drug store, medical clinic, any establishment primarily dedicated to providing medical or healthcare products or services; or
 2. any establishment located within an enclosed shopping mall.
- M. Sexual Device.
Any three (3) dimensional object designed for stimulation of the male or female human genitals, anus, buttocks, female breast, or for sadomasochistic use or abuse of oneself or others and shall include devices commonly known as dildos, vibrators, penis pumps, cock rings, anal beads, butt plugs, nipple clamps, and physical representations of the human genital organs. Nothing in this definition shall be construed to include devices primarily intended for protection against sexually transmitted diseases or for preventing pregnancy.

- N. Shall.
Unless the context indicates otherwise, the term “shall” means:
1. in reference to the obligations imposed by this title upon owners or occupants of premises or their agents, a mandatory obligation to act, or when used with a negative term to refrain from acting, in compliance with this code at the risk of denial of approval or civil or criminal liability upon failure so to act, the term being synonymous with “must;”
 2. with respect to the functions of officers and agents of the City, a direction and authorization to act in the exercise of sound discretion; or
 3. the future tense of the verb “to be.”
- O. Shallow Groundwater.
Naturally occurring water within an unconfined (water table) aquifer, partially confined aquifer or perched groundwater aquifer, and which is present at depth of fifteen feet or less below the ground surface, at any time, under natural conditions.
- P. Shorelands.
Or “shoreline areas” or “shoreline jurisdiction” means all “shorelines of the state” and “shorelands” as defined in RCW 90.58.030. Those lands extending landward for two hundred feet in all directions as measured on a horizontal plane from the ordinary high-water mark; floodways and contiguous floodplain areas landward two hundred feet from such floodways; and all wetlands and river deltas associated with the streams, lakes, and tidal waters which are subject to the provisions of the entire shoreline master program; the same to be designated as to location by the department of ecology.
- Q. Shoreline and Ecosystems Enhancement Plan and Program.
See [SMC 17E.020.090](#), Habitat Management Plans.
- R. Shoreline Buffer.
1. A designated area adjacent to the ordinary high-water mark and running landward to a width as specified by this regulation intended for the protection or enhancement of the ecological function of the shoreline area.
 2. The buffer will consist primarily of natural vegetation or planted vegetation which maintains or enhances the ecological functions of the shoreline area.
 3. The term “buffer area” has the same meaning as “buffer.”
- S. Shoreline Enhancement.
Any alteration of the shoreline that improves the ecological function of the

shoreline area or any aesthetic improvement that does not degrade the shoreline ecological function of the shoreline.

T. Shoreline Environment Designations.

The categories of shorelines established by local shoreline master programs in order to provide a uniform basis for applying policies and use regulations within distinctively different shoreline areas. The basic recommended system classifies shorelines into four distinct environments (natural, conservancy, rural, and urban). See WAC 173-16-040(4).

U. Shoreline Habitat and Natural Systems Enhancement Projects.

1. Shoreline habitat and natural systems enhancement projects include those activities proposed and conducted specifically for the purpose of establishing, restoring, or enhancing habitat for propriety species in shorelines.
2. Projects may include shoreline modification actions such as:
 - a. modification of vegetation,
 - b. removal of nonnative or invasive plants,
 - c. shoreline stabilization, dredging, and filling,provided that the primary purpose of such actions is clearly restoration of the natural character and ecological functions of the shoreline.

V. Shoreline Jurisdiction.
See "Shorelands."

W. Shoreline Letter of Exemption.

Authorization from the City which establishes that an activity is exempt from shoreline substantial development permit requirements under [SMC 17E.060.300](#) and WAC 173-14-040, but subject to regulations of the Act and the entire shoreline master program.

X. Shoreline Master Program.

1. The comprehensive use plan for a described area, and the use regulations together with maps, diagrams, charts, or other descriptive material and text, a statement of desired goals, and standards developed in accordance with the policies enunciated in RCW 90.58.020.
2. For the City of Spokane, the shoreline master program includes the:
 - a. Shoreline Goals and Policies (Comprehensive Plan Chapter 14),
 - b. Shoreline Regulations (chapter 17E.060 SMC),
 - c. City of Spokane Shoreline Restoration Plan (stand ((along)) alone document), and

d. Shoreline Inventory and Analysis (Comprehensive Plan Volume III).

- Y. Shoreline Mixed Use.
Combination of water-oriented and non-water oriented uses within the same structure or development area.
- Z. Shoreline Modifications.
Those actions that modify the physical configuration or qualities of the shoreline area, usually through the construction of a physical element such as a dike, breakwater, pier, weir, dredged basin, fill, bulkhead, or other shoreline structure. They can include other actions, such as clearing, grading, or application of chemicals.
- AA. Shoreline Protection.
1. Structural and nonstructural methods to control flooding or address erosion impacts to property and dwellings or other structures caused by natural processes, such as current, flood, wind, or wave action.
 2. The terms “Shoreline protection measure” and this term have the same meaning.
 3. Substantial enlargement of an existing shoreline protection improvement is regarded as new shoreline protection measure.
- AB. Shoreline Recreational Development.
Recreational development includes commercial and public facilities designed and used to provide recreational opportunities to the public. Water-dependent, water-related and water-enjoyment recreational uses include river or stream swimming areas, boat launch ramps, fishing areas, boat or other watercraft rentals, and view platforms.
- AC. Shoreline Restoration.
1. The re-establishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures including, but not limited to, re-vegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials.
 2. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions.
- AD. Shoreline Stabilization.
Structural or non-structural modifications to the existing shoreline intended to reduce or prevent erosion of uplands or beaches. They are generally located parallel to the shoreline at or near the ordinary high-water mark. Other construction classified as shore defense works include groins, jetties, and breakwaters, which are intended to influence wave action, currents, and/or the

natural transport of sediments along the shoreline.

AE. Shoreline Structure.

A permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water, except for vessels.

AF. Shorelines Hearings Board (SHB).

The shorelines hearings board is a quasi-judicial body with powers of de novo review authorized by chapter 90.58 RCW to adjudicate or determine the following matters:

1. Appeals from any person aggrieved by the granting, denying, or rescinding of a permit issued or penalties incurred pursuant to chapter 90.58 RCW.
2. Appeals of department rules, regulations, or guidelines; and
3. Appeals from department decisions to approve, reject, or modify a proposed master program or program amendment of local governments which are not planning under RCW 36.70A.040.

AG. Short Plat – Final.

The final drawing of the short subdivision and dedication, prepared for filing for record with the Spokane County auditor and containing all elements and requirements set forth in this chapter and chapter 58.17 RCW.

AH. Short Plat – Preliminary.

1. A neat and approximate drawing of a proposed short subdivision showing the general layout of streets, alleys, lots, blocks, and other elements of a short subdivision required by this title and chapter 58.17 RCW.
2. The preliminary short plat shall be the basis for the approval or disapproval of the general layout of a short subdivision.

AI. Short Subdivision.

A division or redivision of land into nine or fewer lots, tracts, parcels, or sites for the purpose of sale, lease, or transfer of ownership. (RCW 58.17.020(6)).

AJ. Sign.

1. Materials placed or constructed, or light projected, that:
 - a. conveys a message or image, and
 - b. is used to inform or attract the attention of the public but not including any lawful display of merchandise.

2. Some examples of signs are materials or lights meeting the definition of the preceding sentence and which are commonly referred to as signs, placards, A-boards, posters, murals, diagrams, banners, flags, or projected slides, images, or holograms.
 3. The scope of the term sign does not depend on the content of the message or image conveyed.
- AK. Sign – Animated Sign.
A sign that uses movement, by either natural or mechanical means, to depict action to create a special effect or scene.
- AL. Sign – Electronic Message Center Sign.
An on-premises sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means including signs using a video display method.
- AM. Sign Face.
The portion of a sign which contains lettering, logo, trademark, or other graphic representations. (See [SMC 17C.240.140](#), Sign Face Area.)
- AN. Sign – Flashing Sign.
1. A pattern of changing light illumination where the sign illumination alternates suddenly between fully illuminated and fully non-illuminated in a strobe-like fashion for the purpose of drawing attention to the sign.
 2. Time and temperature signs are excluded from this definition.
 3. For the purpose of this title, electronic message centers consistent with the standards of [SMC 17C.240.240\(J\)](#) shall not be considered flashing signs.
- AO. Sign Maintenance.
Normal care needed to keep a sign functional, such as cleaning, painting, oiling, and changing of light bulbs.
- AP. Sign – Off-premises.
A sign relating, through its message and content, to a business activity, use, product, or service not available on the premises upon which the sign is erected.
- AQ. Sign Repair.
Fixing or replacement of broken or worn parts. Replacement includes comparable materials only. Repairs may be made with the sign in position or with the sign removed.

- AR. Sign Structure.
A structure specifically intended for supporting or containing a sign.
- AS. Significant Vegetation Removal.
1. The removal or alteration of trees, shrubs, and/or ground cover by clearing, grading, cutting, burning, chemical means, or other activity that causes significant ecological impacts to functions provided by such vegetation.
 2. The removal of invasive or noxious weeds does not constitute significant vegetation removal.
 3. Tree pruning, not including tree topping, where it does not affect ecological functions, does not constitute significant vegetation removal.
- AT. Single-family Residential Building.
A dwelling containing only one dwelling unit.
- AU. Single-room Occupancy Housing (SRO).
A structure that provides living units that have separate sleeping areas and some combination of shared bath or toilet facilities.
1. The structure may or may not have separate or shared cooking facilities for the residents.
 2. SRO includes structures commonly called residential hotels and rooming houses.
- AV. Site.
Any parcel of land recognized by the Spokane County assessor's office for taxing purposes. A parcel may contain multiple lots.
- AW. Site – Archaeological.
A place where a significant event or pattern of events occurred. It may be the:
1. location of prehistoric or historic occupation or activities that may be marked by physical remains; or
 2. symbolic focus of a significant event or pattern of events that may not have been actively occupied.
- A site may be the location of a ruined or now non-extant building or structure if the location itself possesses historic, cultural, or archaeological significance.
- AX. Slump.
The intermittent movement (slip) of a mass of earth or rock along a curved plane.

- AY. SMC.
The Spokane Municipal Code, as amended.
- AZ. Soil.
The naturally occurring layers of mineral and organic matter deposits overlaying bedrock. It is the outer most layer of the Earth.
- BA. “Sound contours” means a geographic interpolation of aviation noise contours as established by the 2010 Fairchild AFB Joint Land Use Study and placed on the official zoning map. When a property falls within more than one noise zone, the more restrictive noise zone requirements shall apply for the entire property.
- BB. “Sound transmission class (STC)” means a single-number rating for describing sound transmission loss of a wall, partition, window or door.
- BC. Special Drainage District (SDD).
An area associated with shallow groundwater, intermittent standing water, or steep slopes where infiltration of water and dispersion of water into the soils may be difficult or delayed, creating drainage or potential drainage problems. SDDs are designated in [SMC 17D.060.130](#).
- BD. Special Event Sign.
A temporary sign used to announce a circus, a carnival, festivals, or other similar events.
- BE. Species of Concern.
Species native to Washington State listed as state endangered, state threatened, state sensitive, or state candidate, as well as species listed or proposed for listing by the U.S. Fish and Wildlife Service or the National Marine Fisheries Service.
- BF. Specified Anatomical Areas.
They are human:
1. genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola, when such areas are less than completely and opaquely covered;
 2. male genitals in a discernibly turgid state, even if completely and opaquely covered.
- BG. Specified Sexual Activities.
Any of the following:
1. Human genitals in a state of sexual stimulation or arousal.
 2. Acts of human masturbation, sexual intercourse, or sodomy; and

3. Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast.
- BH. Spokane Regional Stormwater Manual (SRSM).
A technical document establishing standards for stormwater design and management to protect water quality, natural drainage systems, and down-gradient properties as urban development occurs.
- BI. Spokane Register of Historic Places.
The register maintained by the historic preservation office, which includes historic landmarks and districts in the City and County.
- BJ. Sports Field.
An open area or stadium in which scheduled sports events occur on a regular basis. Sports events include both competitive and noncompetitive events such as track and field activities, soccer, baseball, or football games.
- BK. Stabilization.
The process of establishing an enduring soil cover of vegetation or mulch or other ground cover and may be in combination with installation of temporary or permanent structures.
- BL. Standard Plans.
Refers to the City of Spokane's standard plans.
- BM. Standard References.
Standard engineering and design references identified in [SMC 17D.060.030](#).
- BN. State Candidate Species.
Fish and wildlife species that WDFW will review for possible listing as state endangered, threatened, or sensitive.
- BO. State Endangered Species.
Any wildlife species native to the State of Washington that is seriously threatened with extinction throughout all or a significant portion of its range within the state.
- BP. State Register.
The register maintained pursuant to chapter 195, Laws of 1977, 1st ex. sess., section 6 (chapter 27.34 RCW).
- BQ. State Sensitive Species.
Any wildlife species native to the State of Washington that is vulnerable or declining and is likely to become endangered or threatened throughout a significant portion of its range within the state without cooperative management

or removal of threats.

BR. State Threatened Species.

Any wildlife species native to the State of Washington that is likely to become an endangered species within the foreseeable future throughout a significant portion of its range within the state without cooperative management or removal of threats.

BS. Stealth Facilities.

Any cellular telecommunications facility that is designed to blend into the surrounding environment. Examples of stealth facilities include:

1. architecturally screened roof-mounted antennas;
2. building-mounted antennas painted to match the existing structure;
3. antennas integrated into architectural elements; and
4. antenna structures designed to look like light poles, trees, clock towers, bell steeples, or flag poles.

BT. Stewardship.

Acting as supervisor or manager of the City and County's historic properties.

BU. Stormwater.

1. Any runoff flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
2. "Stormwater" further includes any locally accumulating ground or surface waters, even if not directly associated with natural precipitation events, where such waters contribute or have a potential to contribute to runoff onto the public right-of-way, public storm or sanitary sewers, or flooding or erosion on public or private property.

BV. Stormwater Management Program (SWMP).

A set of actions and activities designed to reduce the discharge of pollutants from the regulated MS4 to the maximum extent practicable and to protect water quality, and comprising the components listed in S5 or S6 of the Eastern Washington Phase II Municipal Permit (WAR04-6505) and any additional actions necessary to meet the requirements of applicable TMDLs.

BW. Story.

That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except:

1. the topmost story is that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above;

2. that portion of a building between the eaves and the ridge, when over twenty feet in height, is considered a story;
3. that portion of a building below the eaves which exceeds fourteen feet in height is considered a story, each fourteen feet of height (or major part of fourteen feet) being an additional story; and
4. a basement or unused under-floor space is a story if the finished floor level directly above is either more than:
 - a. six feet above grade for more than half of the total perimeter, or
 - b. twelve feet above grade at any point.

BX. Stream.

A naturally occurring body of periodic or continuously flowing water where the:

1. mean annual flow is greater than twenty cubic feet per second; and
2. water is contained with a channel (WAC 173-22-030(8)).

BY. Street.

See "Public Way" ([SMC 17A.020.160](#)).

BZ. Street Classifications.

Arterial and local access streets are classified in section 4.5 of the comprehensive plan as follows:

1. Principal arterial.
2. Minor arterial.
3. Collector arterial.
4. Local access street.
5. Parkway.

Definitions of all of the above classifications are included herein. Private streets are not classified but are defined under [SMC 17A.020.160](#), "P" Definitions.

CA. Street Frontage.

The lot line abutting a street.

CB. Strobe Light.

A lamp capable of producing an extremely short, brilliant burst of light.

CC. Structural Alteration.

1. Modification of a sign, sign structure, or awning that affects size, shape, height, or sign location.
2. Changes in structural materials; or

3. Replacement of electrical components with other than comparable materials.
4. The replacement of wood parts with metal parts, the replacement of incandescent bulbs with light emitting diodes (LED), or the addition of electronic elements to a non-electrified sign would all be structural alterations.
5. Structural alteration does not include ordinary maintenance or repair, repainting an existing sign surface, including changes of message or image, exchanging painted and pasted or glued materials on painted wall signs, or exchanging display panels of a sign through release and closing of clips or other brackets.

CD. Structure.

Any object constructed in or on the ground, including a gas or liquid storage tank that is principally above ground.

1. Structure includes:
 - a. buildings,
 - b. decks,
 - c. fences,
 - d. towers,
 - e. flag poles,
 - f. signs, and
 - g. other similar objects.
2. Structure does not include paved areas or vegetative landscaping materials.

CE. Structure – Historic.

A work made up of interdependent and interrelated parts in a definite pattern of organization. Generally constructed by man, it is often an engineering project.

CF. Subdivision.

A division or redivision of land into ten or more lots, tracts, or parcels for the purpose of sale, lease, or transfer of ownership (RCW 58.17.020).

CG. Subject Property.

The site where an activity requiring a permit or approval under this code will occur.

- CH. Sublevel Construction Controls.
Design and construction requirements provided in [SMC 17F.100.090](#).
- CI. Submerged Aquatic Beds.
Wildlife habitat area made up of those areas permanently under water, including the submerged beds of rivers and lakes and their aquatic plant life.
- CJ. Substantial Damage – Floodplain.
Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-existing condition would equal or exceed fifty percent of the assessed value of the structure before the damage occurred.
- CK. Substantial Development.
For the shoreline master program, shall mean any development of which the total cost or fair market value exceeds the dollar amount set forth in RCW 90.58 and WAC 173-26 for any improvement of property in the shorelines of the state.
- CL. Substantial Improvement – Floodplain.
1. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent of the assessed value of the structure either:
 - a. before the improvement or repair is started, or
 - b. if the structure has been damaged and is being restored, before the damage occurred.

For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.
 2. The term does not, however, include either any:
 - a. project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
 - b. alteration of a structure listed on the National Register of Historic or State Inventory of Historic Places.
- CM. Suffix.
Describes the roadway type and is located after the root roadway name (i.e., street, avenue, court, lane, way, etc.). The appropriate suffix shall be used in accordance with [SMC 17D.050.020\(C\)](#).

Section 3. That SMC section 17C.305.010 is amended to read as follows:

17C.305.010 Purpose, Findings, and Rationale

~~((Adult businesses including adult retail use and entertainment establishments create adverse secondary effects including health, safety, economic and aesthetic impacts upon neighboring properties and the community as a whole. These standards are intended to address the anticipated effect on the community with respect to the location of these facilities and reduce some of the unwanted effects experienced by the community surrounding the adult retail use and entertainment establishments. Adult business establishments, due to their very nature, have serious objectionable operational characteristics, particularly when located in close proximity to residential neighborhoods, daycare centers, religious facilities, public parks, and schools, thereby having a deleterious impact upon the quality of life in the surrounding areas.))~~

A. Purpose.

It is the purpose of this section to regulate adult businesses in order to promote the health, safety, and general welfare of the citizens of the City, and to establish reasonable and uniform regulations to prevent the deleterious secondary effects of adult businesses within the City. The provisions of this section have neither the purpose nor effect of imposing a limitation or restriction on the content or reasonable access to any communicative materials, including sexually oriented materials. Similarly, it is neither the intent nor effect of this section to restrict or deny access by adults to sexually oriented materials protected by the First Amendment, or to deny access by the distributors and exhibitors of sexually oriented entertainment to their intended market. Neither is it the intent nor effect of this section to condone or legitimize the distribution of obscene material.

B. Findings and Rationale. Based on evidence of the adverse secondary effects of adult uses presented in hearings and in reports made available to the City Council, and on findings, interpretations, and narrowing constructions incorporated in the cases of *City of Littleton v. Z.J. Gifts D-4, L.L.C.*, 541 U.S. 774 (2004); *City of Los Angeles v. Alameda Books, Inc.*, 535 U.S. 425 (2002); *City of Erie v. Pap's A.M.*, 529 U.S. 277 (2000); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41 (1986); *Young v. American Mini Theatres*, 427 U.S. 50 (1976); *Barnes v. Glen Theatre, Inc.*, 501 U.S. 560 (1991); *California v. LaRue*, 409 U.S. 109 (1972); *N.Y. State Liquor Authority v. Bellanca*, 452 U.S. 714 (1981); *Sewell v. Georgia*, 435 U.S. 982 (1978); *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215 (1990); *City of Dallas v. Stanglin*, 490 U.S. 19 (1989); and

World Wide Video of Washington, Inc. v. City of Spokane, 368 F.3d 1186 (9th Cir. 2004); *World Wide Video of Washington, Inc. v. City of Spokane*, 103 P.3d 1265 (Wash. App. 2005); *Spokane Arcade, Inc. v. City of Spokane*, 75 F.3d 663 (9th Cir. 1996); *Imaginary Images, Inc. v. Evans*, 612 F.3d 736 (4th Cir. 2010); *LLEH, Inc. v. Wichita County*, 289 F.3d 358 (5th Cir. 2002); *Ocello v. Koster*, 354 S.W.3d 187 (Mo. 2011); *84 Video/Newsstand, Inc. v. Sartini*, 2011 WL 3904097

(6th Cir. Sept. 7, 2011); Plaza Group Properties, LLC v. Spencer County Plan Commission, 877 N.E.2d 877 (Ind. Ct. App. 2007); Flanigan's Enters., Inc. v. Fulton County, 596 F.3d 1265 (11th Cir. 2010); East Brooks Books, Inc. v. Shelby County, 588 F.3d 360 (6th Cir. 2009); Entm't Prods., Inc. v. Shelby County, 588 F.3d 372 (6th Cir. 2009); Sensations, Inc. v. City of Grand Rapids, 526 F.3d 291 (6th Cir. 2008); Ben's Bar, Inc. v. Village of Somerset, 316 F.3d 702 (7th Cir. 2003); Peek-a-Boo Lounge v. Manatee County, 630 F.3d 1346 (11th Cir. 2011); Daytona Grand, Inc. v. City of Daytona Beach, 490 F.3d 860 (11th Cir. 2007); Williams v. Morgan, 478 F.3d 1316 (11th Cir. 2007); Jacksonville Property Rights Ass'n, Inc. v. City of Jacksonville, 635 F.3d 1266 (11th Cir. 2011); H&A Land Corp. v. City of Kennedale, 480 F.3d 336 (5th Cir. 2007); Hang On, Inc. v. City of Arlington, 65 F.3d 1248 (5th Cir. 1995); Fantasy Ranch, Inc. v. City of Arlington, 459 F.3d 546 (5th Cir. 2006); Illinois One News, Inc. v. City of Marshall, 477 F.3d 461 (7th Cir. 2007); G.M. Enterprises, Inc. v. Town of St. Joseph, 350 F.3d 631 (7th Cir. 2003); Richland Bookmart, Inc. v. Knox County, 555 F.3d 512 (6th Cir. 2009); Bigg Wolf Discount Video Movie Sales, Inc. v. Montgomery County, 256 F. Supp. 2d 385 (D. Md. 2003); Richland Bookmart, Inc. v. Nichols, 137 F.3d 435 (6th Cir. 1998); City of New York v. Hommes, 724 N.E.2d 368 (N.Y. 1999); Taylor v. State, No. 01-01-00505-CR, 2002 WL 1722154 (Tex. App. July 25, 2002); Fantasyland Video, Inc. v. County of San Diego, 505 F.3d 996 (9th Cir. 2007); Gammoh v. City of La Habra, 395 F.3d 1114 (9th Cir. 2005); Z.J. Gifts D-4, L.L.C. v. City of Littleton, Civil Action No. 99-N-1696, Memorandum Decision and Order (D. Colo. March 31, 2001); People ex rel. Deters v. The Lion's Den, Inc., Case No. 04-CH-26, Modified Permanent Injunction Order (Ill. Fourth Judicial Circuit, Effingham County, July 13, 2005); Reliable Consultants, Inc. v. City of Kennedale, No. 4:05-CV-166-A, Findings of Fact and Conclusions of Law (N.D. Tex. May 26, 2005); Patterson v. City of Grand Forks, Case No. 18-2012-CV-00742 (Grand Forks Cty. Dist. Ct. Nov. 1, 2012); Enlightened Reading, Inc. v. Jackson County, County, 2009 WL 792492 (W.D. Mo. Mar. 24, 2009); and

and reports concerning secondary effects occurring in and around adult businesses, including, but not limited to, Austin, Texas - 1986; Indianapolis, Indiana - 1984; Garden Grove, California - 1991; Houston, Texas - 1983, 1997; Phoenix, Arizona - 1979, 1995-98; Tucson, Arizona - 1990; Chattanooga, Tennessee - 1999-2003; Los Angeles, California - 1977; Whittier, California - 1978; Spokane, Washington - 2001; St. Cloud, Minnesota - 1994; Littleton, Colorado - 2004; Oklahoma City, Oklahoma - 1986; Dallas, Texas - 1997; Ft. Worth, Texas - 2004; Kennedale, Texas - 2005; Greensboro, North Carolina - 2003; Amarillo, Texas - 1977; Jackson County, Missouri - 2008; Louisville, Kentucky - 2004; New York, New York Times Square - 1994; the Report of the Attorney General's Working Group On The Regulation Of Sexually Oriented Businesses, (June 6, 1989, State of Minnesota); Dallas, Texas - 2007; "Rural Hotspots: The Case of Adult Businesses," 19 Criminal Justice Policy Review 153 (2008); "Correlates of Current Transactional Sex among a Sample of Female Exotic Dancers in Baltimore, MD," Journal of Urban Health (2011); "Stripclubs

According to Strippers: Exposing Workplace Sexual Violence,” by Kelly Holsopple, Program Director, Freedom and Justice Center for Prostitution Resources, Minneapolis, Minnesota; and various articles documenting robbery and other crimes at retail adult establishments.

the City Council finds:

1. Adult businesses, as a category of commercial uses, are associated with a wide variety of adverse secondary effects including, but not limited to, personal and property crimes, prostitution, potential spread of disease, lewdness, public indecency, obscenity, illicit drug use and drug trafficking, negative impacts on surrounding properties, urban blight, litter, and sexual assault and exploitation. Alcohol consumption impairs judgment and lowers inhibitions, thereby increasing the risk of adverse secondary effects.
2. Adult businesses should be separated from sensitive land uses to minimize the impact of their secondary effects upon such uses, and should be separated from other adult businesses, to minimize the secondary effects associated with such uses and to prevent an unnecessary concentration of adult businesses in one area.
3. Each of the foregoing negative secondary effects constitutes a harm which the City has a substantial government interest in preventing and/or abating. This substantial government interest in preventing secondary effects, which is the City’s rationale for this section, exists independent of any comparative analysis between adult and non-adult businesses. Additionally, the City’s interest in regulating adult businesses extends to preventing future secondary effects of either current or future adult businesses that may locate in the City. The City finds that the cases and documentation relied on in this section are reasonably believed to be relevant to said secondary effects.

The City hereby adopts and incorporates herein its stated findings and legislative record related to the adverse secondary effects of adult businesses, including the judicial opinions and reports related to such secondary effects.

Section 4. That SMC section 17C.305.020 is amended to read as follows:

17C.305.020 Use Standards

An adult business (~~retail use establishment or adult entertainment establishment~~) must be located on property of sufficient size and frontage to contain the establishment together with off-street parking, driveways, building setbacks and landscaping as required by this chapter and, further, the location must meet the following requirements.

A. An adult business (~~((retail use establishment or an adult entertainment establishment))~~) may not be located or maintained within seven hundred fifty feet, measured from the nearest property line of the adult business (~~((retail use establishment or of the adult entertainment establishment))~~) to the nearest property line of any of the following preexisting uses located inside or outside of the City of Spokane:

1. Public library.
2. Public playgrounds or park.
3. Public or private school and its grounds, from kindergarten to twelfth grade.
4. Nursery school, mini-daycare center or daycare center.
5. Church, convent, monastery, synagogue, or other place of religious worship.
6. Another adult business (~~((retail use establishment or an adult entertainment establishment))~~), subject to the provisions of this section.

B. An adult business (~~((retail use establishment or an adult entertainment establishment))~~) may not be located within seven hundred fifty feet of any of the following zones located within the City of Spokane:

1. RA – Residential Agriculture.
2. RSF – Residential Single Family.
3. RTF – Residential Two Family.
4. RMF – Residential Multifamily.
5. RHD – Residential High Density.
6. O – Office Zone.
7. OR – Office Retail.

C. An adult business (~~((retail use establishment or an adult entertainment establishment))~~) may not be located within seven hundred fifty feet of any zone in any other jurisdiction abutting the City of Spokane that has listed in their zoning ordinance a residential zone separation standard similar to subsection (B) of this section. Currently, adult businesses (~~((retail use establishments or adult~~

~~entertainment establishments~~)) must locate at least seven hundred fifty feet from the following Spokane County zones:

1. Rural Residential-10 – RR-10.
2. Semi-rural Residential-5 – SRR-5.
3. Semi-rural Residential-2 – SRR-2.
4. Suburban Residential-1 – SR-1.
5. Suburban Residential-1/2 – SR-1/2.
6. Urban Residential-3.5 – UR-3.5.
7. Urban Residential-7 – UR-7.
8. Urban Residential-12 – UR-12.
9. Urban Residential-22 – UR-22.
10. Rural Settlement – RS.

D. Hours of Operation.

An adult business (~~retail use establishment or an adult entertainment establishment~~)) may not be operated or otherwise open to the public between the hours of two a.m. and ten a.m.

Section 5. That there is adopted a new SMC section 17C.210.100 to read as follows:

17C.210.100 Nonconforming Adult Businesses

A. An business that does not meet the standards set forth in SMC 17C.305.020(A) through SMC 17C.305.020(C) is a nonconforming adult business use. A nonconforming adult business use may continue to operate for twelve (12) months following the effective date of this section in order to make a reasonable recoupment of its investment in its current location, but only if the nonconforming adult business use was lawfully existing in all respects under law prior to the effective date of this section, such that only this section created the nonconformity. At the conclusion of said twelve (12) months, the nonconforming adult business use shall be unlawful, unless the nonconforming adult business may applies for and obtains an extension of the twelve-month period by clearly demonstrating an extreme economic hardship based upon an irreversible financial investment or commitment made in an arms-length transaction completed prior to the date this section became effective. A demonstration of

extreme economic hardship requires the business to show that the subject property cannot be put to any reasonable alternative use. An application for an initial extension based upon economic hardship ("hardship exception") shall be made at least sixty (60) days before the conclusion of the aforementioned twelve-month period. If a hardship extension is granted, any subsequent applications for hardship extensions shall be made at least sixty (60) days before the conclusion of the non-conforming adult business use's current extension period.

- B. Procedure for seeking hardship extension. An application for a hardship extension shall be filed in writing with the Planning Director, and shall include evidence of purchase and improvement costs, income earned and lost, depreciation, and costs of relocation. Within ten (10) days after receiving the application, the Planning Director shall schedule a public hearing on the application before the Hearing Examiner, which public hearing shall be conducted within thirty (30) days after the Planning Director's receipt of the application. Notice of the time and place of such public hearing shall be published at least ten (10) days before the hearing in a newspaper of general circulation published within the City, and shall identify the particular location for which the hardship extension is requested.
- C. The Hearing Examiner shall issue a written decision within ten (10) days after the public hearing on the application for a hardship extension. The hardship extension shall be granted only upon the Hearing Examiner's determination that the applicant has made the required showing of an extreme economic hardship as required in subsection A above.

Section 6. The City Council does further ordain as follows:

A. Time Period of Interim Regulation of Adult Business Ordinance; Amortization Period Runs from Date Hereof.

The interim regulation imposed by this ordinance shall be for a period not to exceed 60 days during so as allow enough time to adequately address the issues described herein. Pursuant to RCW 36.70A.390, the Plan Commission shall conduct a public hearing on the interim regulation within sixty (60) days of the adoption of this ordinance. The foregoing notwithstanding, the length of interim regulation may need to be longer than 60 days and in such event the city shall have a hearing prior to the passage of 60 days and adopt if necessary an extension of the interim regulations adopted herein. Any amortization period prescribed by this ordinance shall not be tolled, but shall be in full effect, pending the Plan Commission hearing, and shall not be extended provided that the Plan Commission hearing is held within sixty (60) days of the date hereof.

B. Participation.

The city shall provide an opportunity for hearing by affected property owners in the general vicinity of each existing business, and shall provide opportunity for input from

the business owners of such adult retail business in the public hearing process. Public notice and participation in accordance with the local government's standard practices should be followed.

C. Severability.

If any provision of this ordinance, or its application to any person, entity or circumstance is for any reason held invalid, the remainder of the ordinance, or the application of the provisions to other persons, entities or circumstances, is not effected.

D. Emergency Ordinance.

This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall be effective immediately upon its passage.

PASSED BY THE CITY COUNCIL ON _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of:

02/11/2013

Date Rec'd	1/30/2013
Clerk's File #	ORD C34961
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	PLANNING SERVICES
Contact Name/Phone	JULIE NEFF 625-6082
Contact E-Mail	JNEFF@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0650-SMC AMENDMENTS RELATING TO STREET DEVELOPMENT STANDARDS

Agenda Wording

Relating to street development standards; amending SMC sections 17C.110.410, 17C.120.230,17C.122.110; repealing SMC section 17C.122.140; and amending SMC sections 17C.124.230,17C.130.230,17C.200.040,17C.200.050,17H.010.050 and 17H.019.190 of the SMC.

Summary (Background)

The Plan Commission and the Urban Forestry Citizen Advisory Committee have reviewed these proposed changes to the SMC relating to Sidewalk, Pedestrian Buffer Strips and Street Tree Standards. These code revisions are proposed in order to align the zoning code, engineering design standards and arboricultural standards for greater clarity and consistency.

Fiscal Impact

Select	\$
Select	\$
Select	\$
Select	\$

Budget Account

#
#
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Approvals

Dept Head	CHESNEY, SCOTT
Division Director	QUINTRALL, JAN
Finance	LESESNE, MICHELE
Legal	BURNS, BARBARA
For the Mayor	SANDERS, THERESA

Council Notifications

Study Session	
Other	PC 12/19/12 PCED 1/7/13

Distribution List

sdecker@spokanecity.org
jneff@spokanecity.org
tblack@spokanecity.org
htrautman@spokanecity.org

Additional Approvals

Purchasing	

ORDINANCE NO. _____

An ordinance relating to street development standards to clarify language within the code with regard to sidewalks, planting strips, and street trees; and amending SMC 17C.110.410, 17C.120.230, 17C.122.110; repealing section 17C.122.140; amending SMC 17C.124.230, 17C.130.230, 17C.200.040, 17C.200.050, to Title 17C of the Spokane Municipal Code and amending section 17H.010.050, and section 17H.019.190 to Title 17H of the Spokane Municipal Code.

The City of Spokane does ordain

Section 1. That SMC 17C.110.410 is amended to read as follows:

Title 17C Land Use Standards

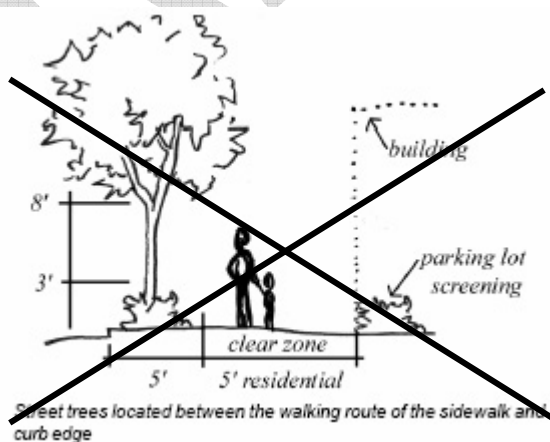
Chapter 17C.110 Residential Zones

Section 17C.110.410 Sidewalks

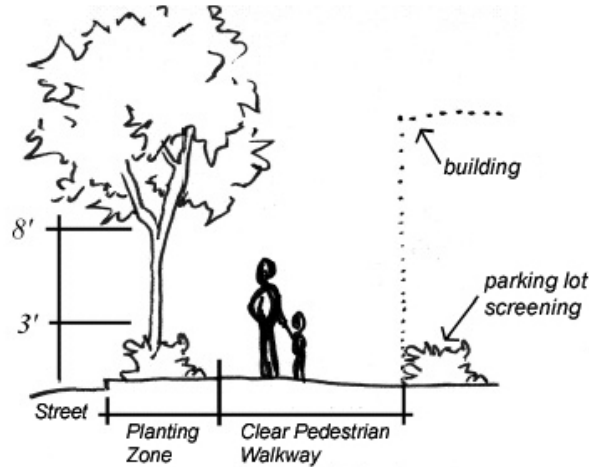
A. Purpose.

To provide continuous, safe, and consistent pedestrian system with connectivity to the street right-of-way and the neighborhood.

((Delete graphic below))



(Add new graphic below)



(Graphic includes revised language)

B. Sidewalk Implementation.

1. Sidewalks shall have the minimum dimension of five feet, even if part of the width is located on private property. This dimension shall be applied to the clear, unobstructed pathway between the planting zone for street trees behind the curb per 17C.200.050 and building facades or parking lot screening. (R)
2. Sidewalks shall be continuous, without gaps between developments. (R)
3. Unless otherwise required or where larger plaza areas are provided, sidewalk paving materials shall be consistent with the street frontage improvements of adjacent developments. (P)
4. Sidewalks within the public right-of-way shall be concrete, two-foot grid, standard sidewalk color and float finish. (R)
- ~~5. Landscape areas between the curb and sidewalk shall be maintained, or plant material shall be chosen to maintain a clear zone between three and eight feet from ground level. (P)~~

((Delete graphic below))



Section 2. That SMC 17C.120.230 is amended to read as follows:

Section 17C.120.230 Setbacks and Sidewalks

A. Purpose.

The required structure setbacks promote streetscapes that are consistent with the desired character of the different commercial zones. The setback requirements for areas that abut single-family residential zones promote commercial development that will maintain light, air and the potential for privacy for adjacent single-family residential zones. The sidewalk standards provide a continuous, safe, and consistent street frontage character along the street right-of-way.

B. Setback and Required Sidewalk Width Standards.

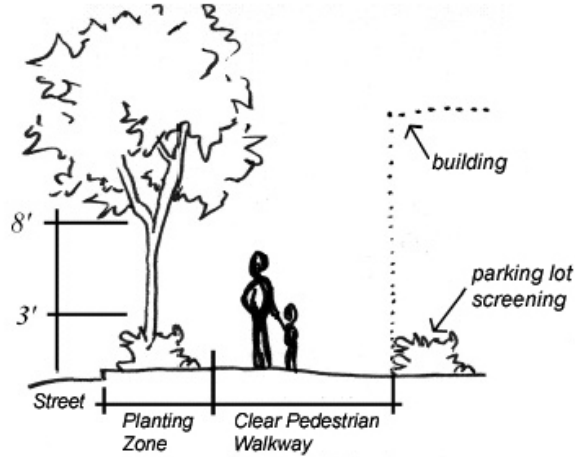
1. The setback standards for all structures are stated in Table 17C.120-2 and as stated below.
2. Structures shall be no closer than twelve feet from the back of the curb except as provided in subsection (B)(4) of this section.
3. Sidewalks are required to be constructed and shall be at least twelve feet wide and consist of a clear walking path at least seven feet wide (in addition to a ~~minimum five-foot wide~~ planting zone for street trees per SMC 17C.200.050). Part of the sidewalk width may be located on private property. The sidewalk dimension shall be measured from back of curb to ~~applied to the clear, unobstructed pathway between the planting behind the curb and~~ building facades or parking lot screening.
4. The required sidewalk width may be reduced by approval of the planning director if the existing sidewalk (distance between the curb and the building) is less than twelve feet wide between the back of curb and the existing building setback line of adjacent building(s). In no case shall the setback be reduced below nine feet from the back of the curb unless on-street parking exists between the building and the street.
5. Unless otherwise required or where larger plaza areas are provided, sidewalk paving material shall be concrete, two-foot grid, standard sidewalk color, and float finish.

C. Exception to the Setback Standards.

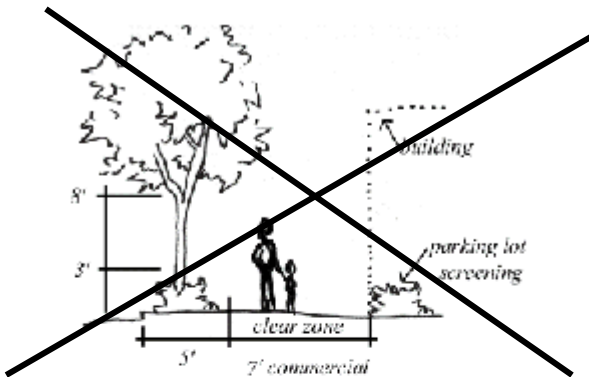
1. Where a site is split between more than one zone and a structure is proposed that will cross an internal lot line that is also a zoning line, no setbacks are required from that lot line.
2. **Detached Accessory Structures.**
The setback standards for detached accessory structures are stated in

SMC 17C.120.300. Fences are addressed in SMC 17C.120.310. Sign standards are in chapter 11.17 SMC, Sign Code.

(Add new graphic below)



((Delete graphic below))



Street trees located between the walking route of the sidewalk and curb edge



D. Extensions Into Required Structure Setbacks.

The following features attached to structures are allowed as exceptions to the setback standards except they shall not reduce the required sidewalk width of subsection (B) of this section.

1. Minor Projections of Features Attached to Structures.

a. Minor Projections Allowed.

Minor features of a structure, such as eaves, chimneys, fire escapes, bay windows, uncovered stairways, wheelchair ramps and uncovered decks or balconies, may extend into a required structure setback up to twenty percent of the depth of the setback. However, they may not be within three feet of a lot line when a setback is required. Bays and bay windows extending into the setback also must meet the following requirements:

- i. Each bay and bay window may be up to twelve feet long, but the total area of all bays and bay windows on a building facade cannot be more than thirty percent of the area of the facade.
- ii. At least thirty percent of the area of the bay which faces the property line requiring the setback must be glazing or glass block.
- iii. Bays and bay windows must cantilever beyond the foundation of the structure; and
- iv. The bay may not include any doors.

b. Full Projection Allowed.

In addition to subsection (D)(1)(a) of this section, the following features are allowed to project farther into required structure setbacks:

- i. Canopies, marquees, awnings and similar features may fully extend into a street setback and may extend into the public right-of-way subject to the requirements of [SMC 17F.040.140](#).
- ii. Uncovered stairways and wheelchair ramps that lead to one entrance on the street-facing facade of a building may fully extend into a street setback.
- iii. Uncovered decks and stairways that are no more than forty-two inches above the ground may fully extend into a required structure setback; and

- iv. On lots that slope down from the street, vehicular and pedestrian entry bridges that are no more than forty-two inches above the average sidewalk elevation may fully extend into a required structure setback.
 - v. Balconies may extend into public rights-of-way as allowed in the building code.
- c. Projections Not Allowed.
Attached mechanical structures such as heat pumps, air conditioners, emergency generators and water pumps are allowed in a street setback but not in a required setback from an abutting residential zone.
2. Underground structures are permitted in all setbacks.

Date Passed: Tuesday, May 31, 2005

ORD C33636 Section 1

Section 3. That SMC 17C.122.110 is amended to read as follows:

Chapter 17C.122 Center and Corridor Zones

Section 17C.122.110 Setbacks and Required Sidewalk Width

- A. The minimum setback from street lot lines is zero feet and buildings shall be no closer than twelve feet from the back of the curb except as provided in subsection (C) of this section.
- B. Sidewalks shall be at least twelve feet wide and consist of a clear walking path at least eight feet wide (in addition to a ~~minimum four foot wide~~ planting zone for street trees per SMC 17C.200.050) except as provided in subsection (C) of this section.
- C. This width may be reduced, by approval of the planning director, if the existing sidewalk is less than twelve feet wide between the back of curb and the existing building setback line of adjacent building(s). In no case shall the setback be reduced below nine feet from the back of the curb unless on-street parking exists between the building and the street.
- D. Other development standards are found in Table 17C.122-4, Development Standards.

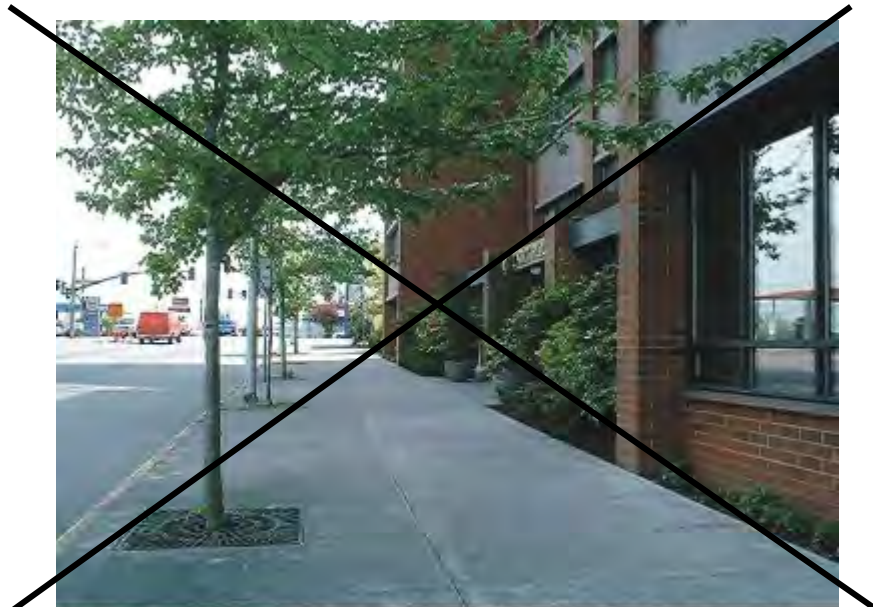
Table 17C.122-4 Development Standards [1]			
Standard	Type 1	Type 2	Type 4
Minimum setback from street lot line	0 ft. [2]	0 ft. [2]	0 ft. [3]
Minimum setback from single-family and two-family zoned lots [4]	10 ft.	10 ft.	10 ft.
Setback from lot line abutting an O, OR, NR, NMU, CB, GC, Downtown, CC, LI or HI zoned lot [4]	0 ft.	0 ft.	0 ft.
Minimum front lot line	10 ft.	10 ft.	10 ft.
Landscaping required [5]	Yes	Yes	Yes
Parking required [6]	Yes	Yes	Yes
<p>Notes:</p> <p>[1] Plan district or overlay zone standards may supersede these standards.</p> <p>[2] Buildings over seventy feet tall must follow chapter 17C.250 SMC.</p> <p>[3] When abutting single-family and two-family residential zoning, the minimum structure setback from the street lot line is the same as the abutting residential zoning district for the first sixty feet from the boundary of the abutting residential zoning district. See SMC 17C.120.230 for additional standards and exceptions. This does not apply when a zone boundary is within the public right-of-way.</p> <p>[4] Structure setbacks are measured from the lot line.</p> <p>[5] This part of the table is for general information purposes only; see chapter 17C.200 SMC, Landscaping and Screening, for the specific standards.</p> <p>[6] This part of the table is for general information purposes only; see chapter 17C.230 SMC, Parking and Loading, for the specific standards.</p>			

Section 4. That section 17C.122.140 of the SMC is repealed:

~~Section 17C.122.140 Street Trees~~

- ~~A. Street trees shall be planted between the curb and the walking path of the sidewalk.~~
-
- ~~B. Large trees with overhanging canopies or branches are desirable. However, species of street trees shall be of a type approved by the City.~~
-
- ~~C. Street trees should be located in planting areas or in tree wells with a minimum width of four feet.~~
-
- ~~D. Street trees shall be a minimum of two and one half inch caliper at time of planting and shall be spaced no further apart than twenty five feet (thirty feet for sidewalks twelve feet wide or greater).~~
-
- ~~E. Street tree planting shall consider the location of existing utilities, lighting and proposed signs.~~
-
- ~~F. Along arterial streets, tree grates shall be used. On other streets, either tree grates or a continuous planting strip along the curb are acceptable.~~

((Delete graphic below))



Tree grates are required for street trees along arterial streets.

Section 5. That SMC 17C.124.230 is amended to read as follows:

Chapter 17C.124 Downtown Zones

Section 17C.124.230 Structure Setbacks, Sidewalks, and Street Trees

A. Purpose.

The required structure setbacks promote streetscapes that are consistent with the desired character of the different downtown zones and the character of the complete street designation of the adjacent street. The sidewalk standards provide a continuous, safe, and consistent street frontage character along the street right-of-way.

B. Structure Setbacks – Setback and Required Sidewalk Width Standards.

1. The setback standards for all structures are stated in [Table 17C.124-2](#) and as stated below.
2. When the existing sidewalk width is less than twelve feet structures shall be allowed no closer than twelve feet from the back of the curb.
 - a. Exception to Maintain Existing Historic Character.
The required sidewalk width may be reduced by approval of the planning director if the existing sidewalk (distance between the curb and the building) is less than twelve feet wide between the back of curb and the existing historic building setback line of existing adjacent building(s). In no case shall the setback be reduced below nine feet from the back of the curb unless on-street parking exists between the building and the street. In no case shall the building encroach into the public right-of-way.
3. When the existing sidewalk width is greater than the bare minimum of twelve feet the sidewalk environment shall be designed to meet the intent of the complete street designation of the street. Existing sidewalk width shall not be reduced or encroached upon by new development.
4. For buildings facing the streets designated in [Table 17.124.-3](#) and not containing residential units on the ground floor, at least seventy percent of the first floor of the front of buildings must come up to the edge of the property line.

Exceptions:

- a. The building may be setback from the edge of the property line for the purpose of providing a publicly accessible “plaza,”

“courtyard,” or recessed pedestrian entrance that contains landscaping and/or other pedestrian-oriented amenities. Building setbacks may not be used for automobile parking or storage.

- b. One hundred percent of the building along a street lot line may be recessed up to twelve feet for an arcade if the second floor comes up to edge of the property line.

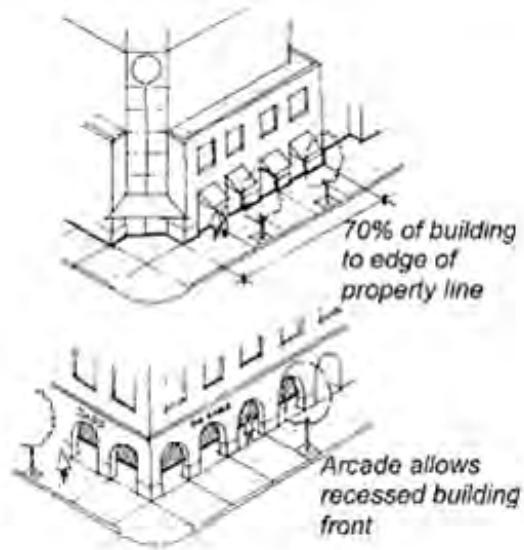


Table 17C.124-3 Building Setbacks & Complete Streets [1]			
DTC (Downtown Core)	DTG (Downtown General)	DTU (Downtown University)	DTS (Downtown South)
All Streets	Type I, II	Type I, II, IV	Type I, II, IV
Notes: [1] Plan district or overlay zone standards may supersede these standards.			

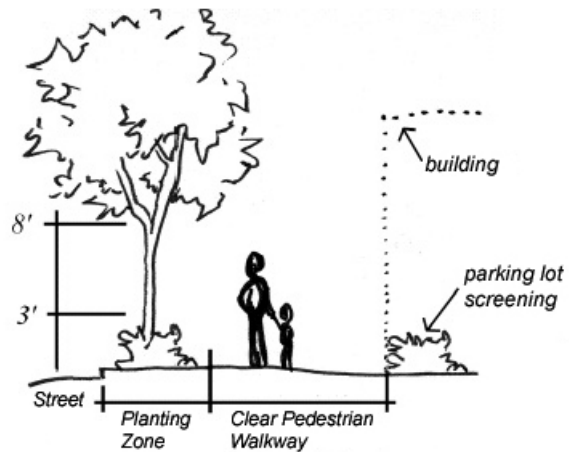
- C. Sidewalks are required to be constructed and shall be at least twelve feet wide and consist of a clear walking path at least seven feet wide (in addition to a ~~minimum five-foot wide~~ pedestrian buffer zone and planting zone for street trees per SMC 17C.200.050). Part of the sidewalk width may be located on private property. The sidewalk dimension shall be measured from back of curb

~~to applied to the clear, unobstructed pathway between the planting behind the curb and building facades or parking lot screening and other landscaping.~~

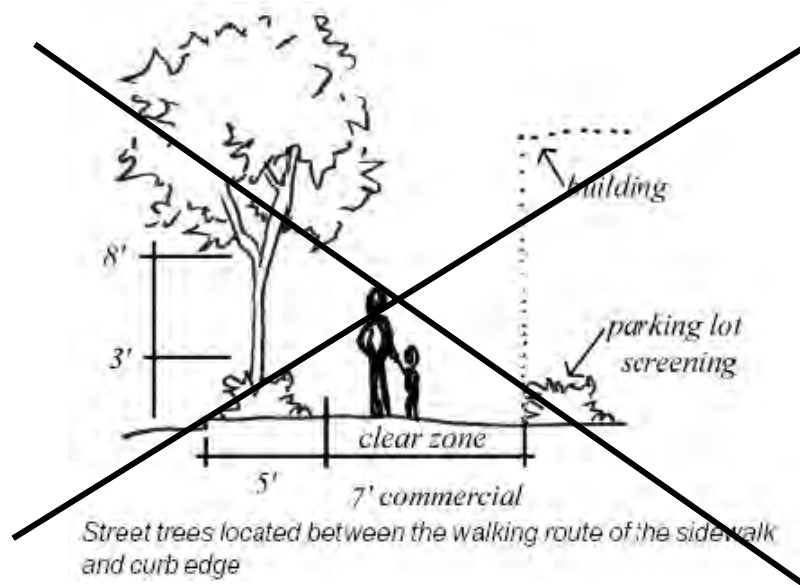
1. A clear distance (unobstructed width) is required for all sidewalks along public streets. For sidewalks fourteen feet or wider the minimum clear distance is eight feet. For sidewalks with a width of less than twelve feet the minimum clear distance is six feet.

Within the clear walking path sidewalk paving material shall be concrete, two-foot grid, standard sidewalk color, and float finish. Variations from this standard must seek a design deviation as specified in [SMC 17C.124.015](#).

(Add new graphic below)



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D. Street Trees.

Street trees must be installed and maintained by the adjacent property in all streets bordering development. Requirements for street trees and landscaping are stated in [chapter 17C.200 SMC](#), Landscaping and Screening.

E. Exception to the Setback Standards.

1. Where a site is split between more than one zone and a structure is proposed that will cross an internal lot line that is also a zoning line, no setbacks are required from that lot line.
2. Detached Accessory Structures.
The setback standards for detached accessory structures are stated in [SMC 17C.124.300](#). Fences are addressed in [SMC 17C.124.310](#). Sign standards are in [chapter 17C.240 SMC](#), Sign Code.

F. Extensions Into Required Structure Setbacks.

The following features attached to structures are allowed as exceptions to the setback standards except they shall not reduce the required sidewalk width of subsection (B) of this section.

1. Minor Projections of Features Attached to Structures.
 - a. Minor projections, such as eaves, fire escapes, and balconies are allowed to extend into the right-of-way when they are greater than fourteen feet above the adjacent right-of-way grade and comply with the building code and the requirements of [SMC 17F.040.140](#).

- b. Minor features of a structure, such as bay windows, uncovered stairways, wheelchair ramps, and uncovered decks or balconies, may extend into a required structure setback up to twenty percent of the depth of a required setback. However, they may not extend off the site. Bays and bay windows extending into the setback also must meet the following requirements:
 - i. Each bay and bay window may be up to twelve feet long, but the total area of all bays and bay windows on a building facade cannot be more than thirty percent of the area of the facade.
 - ii. At least thirty percent of the area of the bay which faces the property line requiring the setback must be glazing or glass block.
 - iii. Bays and bay windows must cantilever beyond the foundation of the structure; and
 - iv. The bay may not include any doors.
- c. Full Projection Allowed.

In addition to subsection (F)(1)(b) of this section, the following features are allowed to project farther into required structure setbacks:

 - i. Canopies, marquees, awnings, and similar features may fully extend into a street setback and may extend into the public right-of-way subject to the requirements of [SMC 17F.040.140](#).
 - ii. Uncovered stairways and wheelchair ramps that lead to one entrance on the street-facing facade of a building may fully extend into a street setback, but not into the public right-of-way.
 - iii. Uncovered decks and stairways that are no more than forty-two inches above the ground may fully extend into a required structure setback; and
 - iv. On lots that slope down from the street, vehicular and pedestrian entry bridges that are no more than forty-two inches above the average sidewalk elevation may fully extend into a required structure setback.
 - v. Balconies may extend into public rights-of-way as allowed in the building code.

d. Projections Not Allowed.

Attached mechanical structures such as heat pumps, air conditioners, emergency generators, and water pumps are not allowed between the street lot line and buildings or within any required setback from an abutting residential zone.

2. Underground structures are permitted in required setbacks.

Date Passed: Monday, December 14, 2009

Ordinance C34522 Section 1

Section 6. That SMC 17C.130.230 is amended to read as follows:

Chapter 17C.130 Industrial Zones

Section 17C.130.230 Setbacks and Sidewalks

A. Purpose.

The required structure setbacks promote streetscapes that are consistent with the desired character of the different industrial zones. The setback requirements for areas that abut single-family residential zones promote commercial development that will maintain light, air, and the potential for privacy for adjacent single-family residential zones. The sidewalk standards provide a continuous, safe, and consistent street frontage character along the street right-of-way.

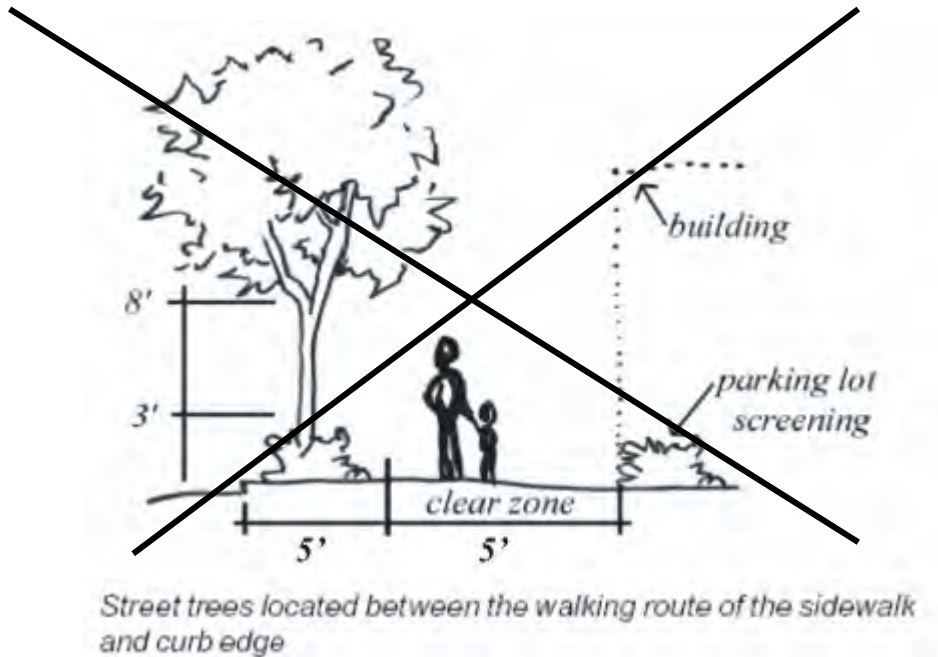
B. Setback and Required Sidewalk Width Standards.

1. The setback standards for all structures are stated in [Table 17C.130-2](#) and as stated below.
2. Structures shall be no closer than twelve feet from the back of the curb except as provided in subsection (B)(4) of this section.
3. Sidewalks are required to be constructed and shall consist of a clear walking path at least five feet wide (in addition to a ~~minimum five-foot wide~~ planting zone for street trees per 17C.200.050). Part or all of the sidewalk width may be located on private property. The sidewalk dimension shall be applied to the clear, unobstructed pathway between the planting zone behind the curb and building facades or parking lot screening.
4. The required sidewalk width may be reduced by approval of the planning director if the existing sidewalk (distance between the curb and the building) is less than twelve feet wide between the back of curb and

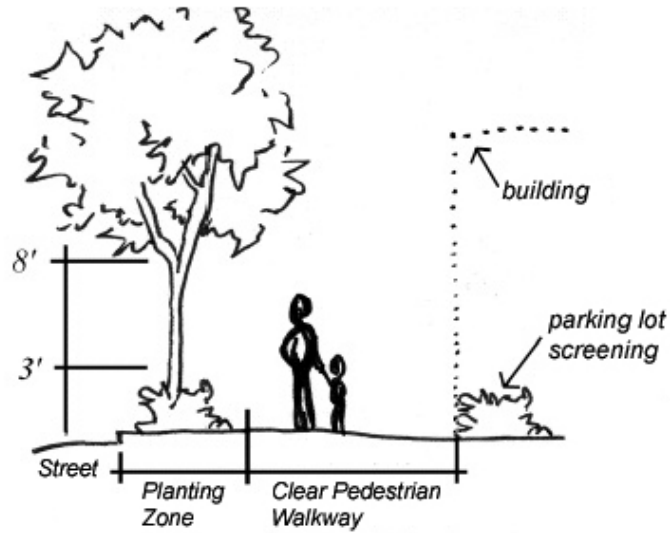
the existing building setback line of adjacent building(s). In no case shall the setback be reduced below nine feet from the back of the curb unless on-street parking exists between the building and the street.

5. Unless otherwise required or where larger plaza areas are provided, sidewalk-paving material shall be concrete, two-foot grid, standard sidewalk color and float finish.

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C. Exceptions to the Setback Standards.

1. Where a site is split between more than one zone and a structure is proposed that will cross an internal lot line that is also a zoning line, no setbacks are required from that lot line.
2. Detached Accessory Structures.
The setback standards for detached accessory structures are stated in [SMC 17C.130.300](#). Fences are addressed in [SMC 17C.130.310](#). Sign standards

are in [chapter 17C.240 SMC](#), Sign Code.

D. Extensions into Required Structure Setbacks.

The following features attached to structures are allowed as exceptions to the setback standards except they shall not reduce the required sidewalk width of [SMC 17C.130.230](#).

1. Minor Projections of Features Attached to Structures.

a. Minor Projections Allowed.

Minor features of a structure, such as eaves, chimneys, fire escapes, bay windows, uncovered stairways, wheelchair ramps, and uncovered decks or balconies may extend into a required structure setback up to twenty percent of the depth of the setback. However, they may not be within three feet of a lot line when a setback is required. Bays and bay windows extending into the setback also must meet the following requirements:

- i. Each bay and bay window may be up to twelve feet long, but the total area of all bays and bay windows on a building facade cannot be more than thirty percent of the area of the facade.
- ii. At least thirty percent of the area of the bay which faces the property line requiring the setback must be glazing or glass block.
- iii. Bays and bay windows must cantilever beyond the foundation of the structure; and
- iv. The bay may not include any doors.

b. Full Projection Allowed.

In addition to subsection (D)(1)(a) of this section, the following features are allowed to project farther into required structure setbacks:

- i. Canopies, marquees, awnings, and similar features may fully extend into a street setback and may extend into the public right-of-way subject to the requirements of [SMC 17F.040.140](#).
- ii. Uncovered stairways and wheelchair ramps that lead to one entrance on the street-facing facade of a building may fully extend into a street setback.

- iii. Uncovered decks and stairways that are no more than forty-two inches above the ground may fully extend into a required structure setback; and
 - iv. On lots that slope down from the street, vehicular and pedestrian entry bridges that are no more than forty-two inches above the average sidewalk elevation may fully extend into a required structure setback.
 - v. Balconies may extend into public rights-of-way as allowed in the building code.
- c. Projections Not Allowed.
Attached mechanical structures such as heat pumps, air conditioners, emergency generators, and water pumps are allowed in a street setback but not in a required setback from an abutting residential zone.
2. Underground structures are permitted in all setbacks.

Section 7. That SMC 17C.200.040 is amended to read as follows:

Chapter 17C.200 Landscaping and Screening

Section 17C.200.040 Site Planting Standards

Sites shall be planted in accordance with the following standards:

A. Street Frontages.

- 1. The type of plantings as specified below shall be provided inside the property lines:
 - a. along all commercial, light industrial, and planned industrial zoned properties except where buildings are built with no setback from the property line: a six-foot wide planting area of L2 see-through buffer, including street trees as prescribed in [SMC 17C.200.050](#). Remaining setback areas shall be planted in L3.
 - b. along all downtown, CC1, CC2, and CC4 zoned properties except where buildings are built with no setback from the property line: a five-foot wide planting area of L2 see-through buffer, including street trees as prescribed in [SMC 17C.200.050](#), Street Tree Requirements. Remaining setback areas shall be planted in L3. Living ground cover shall be used, with non-

living materials (gravel, river rock, etc.) as accent only. In addition, earthen berms, trellises, low decorative masonry walls, or raised masonry planters (overall height including any plantings shall not exceed three feet) may be used to screen parking lots from adjacent streets and walkways.

- c. in the heavy industrial zone, along a parking lot, outdoor sales, or outdoor display area that is across from a residential zone: a six-foot wide planting area of L2 see-through buffer, including street trees as prescribed in [SMC 17C.200.050](#). Remaining setback areas shall be planted in L3.
 - d. in industrial zones, all uses in the commercial categories (see [chapter 17C.190 SMC](#), Use Category Descriptions, Article III, Commercial Categories) are subject to the standards for uses in the general commercial (GC) zone.
 - e. along all RA, RSF, RTF, RMF, and RHD zones, except for single-family residences and duplexes: six feet of L3 open area landscaping, including street trees as prescribed in [SMC 17C.200.050](#). For residential development along principal and minor arterials, a six-foot high fence with shrubs and trees may be used for screening along street frontages. The fence and landscaping shall comply with the standards of [SMC 17C.120.310](#) for the clear view triangle and must be placed no closer than twelve feet from the curb line. A minimum of fifty percent of the fence line shall include shrubs and trees. The landscaping is required to be placed on the exterior (street side) of the fence.
2. Plantings may not exceed ~~thirty~~ thirty-six inches in height or hang lower than ninety-six inches within the clear view triangle at street intersections on corner lots and at driveway entries to public streets. The clear view triangle is defined in [SMC 17C.120.310](#). The director of engineering services may further limit the height of plantings, landscaping structures, and other site development features within the clear view triangle or may expand the size of the clear view triangle as conditions warrant.



B. Other Property Perimeters.

A planting strip of five feet in width shall be provided along all other property lines except where buildings are built with no setback from the property line or where a parking lot adjoins another parking lot. The type of planting in this strip varies depending upon the zone designation of the properties sharing the property line (with or without an intervening alley) as indicated in the matrix below. Where properties with dissimilar zones share a common boundary, the property with the more intense zone shall determine the required type of planting. The owners of adjacent properties may agree to consolidate their perimeter plantings along shared boundaries. Therefore, instead of each property providing a five-foot wide planting strip, they together could provide one five-foot wide planting strip, so long as the required planting type, as indicated in the matrix, is provided.

Types of landscaping to be provided in planting strips alongside and rear property lines:

ZONE OF SUBJECT PROPERTY (vertical)	ZONE OF ADJACENT PROPERTY (horizontal)												
	R A	R S F	R T F	R M F	R H D	O & O R	N R & N M U	C B	G C	C C	L I , P I	H I	DOWNTOWN ZONES

RA	--	--	--	--	--	--	--	-	--	-	-	-	--
RSF	--	--	--	--	--	--	--	-	--	-	-	-	--
RTF	--	--	--	--	--	--	--	-	--	-	-	-	--
RMF	L 2	L 2	L 2	L3	L2	L 2	L2	L 1	L 1	L 1	-	-	L1
RHD	L 2	L 2	L 2	L2	L3	L 2	L2	L 2	L 2	L 2	-	-	L2
O (Office) & OR (Office Retail)	L 2	L 2	L 2	L2	L2	L 3	L2	L 2	L 2	-	-	-	L2
NR (Neighbo rhood Retail) & NMU (Neighbo rhood Mixed Use)	L 2	L 1	L 2	L2	L2	L 2	L3	L 3	L 2	-	-	-	L3
CB (Commu nity Business)	L 1	L 1	L 1	L1	L2	L 2	L3	L 3	L 3	-	-	-	L3
GC (General Commerc ial)	L 1	L 1	L 1	L1	L2	L 2	L2	L 3	L 3	-	-	-	L3
CC (Center and Corridor)	L 1	L 1	L 1	L1	L2	--	--	-	--	-	-	-	--

LI (Light Industrial) & PI (Planned Industrial) [1]	L 1	L 1	L 1	L1	L1	L 1	L2	- -	--	- -	- -	- -	--
HI (Heavy Industrial) [1]	L 1	L 1	L 1	L1	L1	L 1	L1	- -	--	- -	- -	- -	--
Downtown Zones	L 1	L 1	L 1	L1	L1	L 2	L2	L 3	L 3	- -	- -	- -	--
[1] In the industrial zones, all uses in the commercial categories (see chapter 17C.190 SMC , Use Category Descriptions, Article III, Commercial Categories) are subject to the standards for uses in the general commercial (GC) zone.													

C. Planning Director Discretion.

The planning director shall have the discretion to waive or reduce the requirements of subsections (A)(1) and (B) of this section based on the following factors:

1. No useable space for landscaping exists between the proposed new structure and existing structures on adjoining lots or alleys because of inadequate sunlight or inadequate width.
2. The building setback provided in front of the new structure is less than six feet or is developed as a plaza with decorative paving/pavers, trees, planters, or other amenities.
3. Xeriscape landscaping is utilized in designated stormwater control areas.
4. When existing trees and other vegetation serves the same or similar function as the required landscaping, they may be substituted for the required landscaping if they are healthy and appropriate for the site at mature size. When existing trees are eight inches or more in diameter, they shall be equivalent to three required landscape trees. If necessary, supplemental landscaping shall be provided in areas where existing vegetation is utilized to accomplish the intent of this chapter.

D. Other Areas.

All other portions of a site not covered by structures, hard surfaces, or other

prescribed landscaping shall be planted in L3 open area landscaping until the maximum landscape requirement threshold is reached (see [SMC 17C.200.080](#)).

E. Parking Lot Landscaping Design.

1. Purpose.

To reduce the visual impact of parking lots through landscaped areas, trellises, and/or other architectural features that complement the overall design and character of developments.

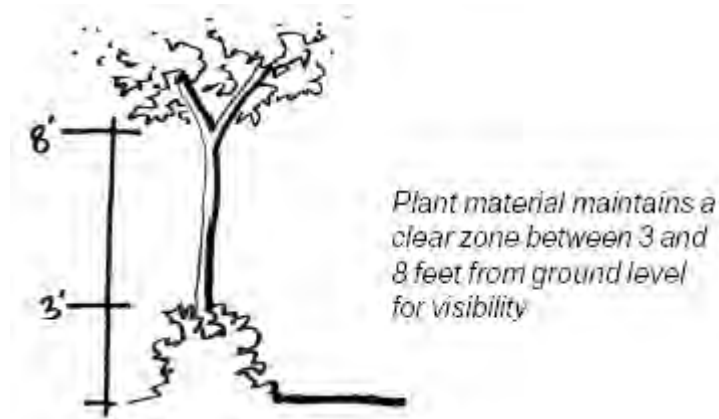
2. Parking Lot Landscaping Design Implementation.

This section is subject to the provisions of [SMC 17C.120.015](#), Design Standards Administration.



3. The parking lot landscape shall reinforce pedestrian and vehicle circulation, especially parking lot entrances, ends of driving aisles, and pedestrian walkways leading through parking lots. (P)

4. Planted areas next to a pedestrian walkways and sidewalks shall be maintained or plant material chosen to maintain a clear zone between three and eight feet from ground level. (R)



5. Low walls and raised planters (a maximum height of three feet), trellises with vines, architectural features, or special interest landscape features shall be used to define entrances to parking areas. Where signs are placed on walls, they shall be integrated into the design and complement the architecture or character of other site features. (P)
6. Landscape plant material size, variety, color, and texture within parking lots should be integrated with the overall site landscape design. (C)

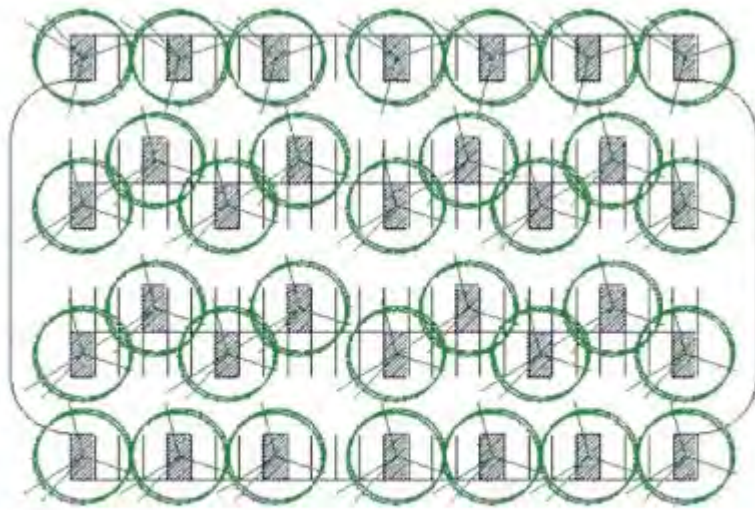
F. Parking, Outdoor Sales, and Outdoor Display Areas.

5. In residential, commercial and center and corridor zones, a six-foot wide planting area of L2 see-through buffer landscaping shall be provided between any parking lot, outdoor sales, outdoor display area, and a street right-of-way. Living ground cover shall be used, with non-living materials (gravel, river rock, etc.) as accent only. In addition, earthen berms, trellises, low decorative masonry walls, raised masonry planters, or L1 visual screen landscaping shall be used to screen parking lots from adjacent streets and walkways (overall height including any plantings or structures shall not exceed three feet). Trees required as a part of the L2 landscape strip shall be located according to the standards for street trees in [SMC 17C.200.050](#), Street Tree Requirements.
6. In residential, commercial and center and corridor zones all parking stalls shall be within sixty feet of a planted area with L3 open area landscaping. All individual planting areas within parking lots shall be at least one hundred fifty square feet in size.
7. In residential, commercial and center and corridor zones all paved parking areas on a site with more than fifty cumulative parking spaces shall have plantings that satisfies one of the following options:
 - a. Option 1.
Interior landscaping consisting of L3 open area landscaping, including trees amounting to at least ten percent of the total area

of the paved parking area, excluding required perimeter and street frontage strips. A minimum of one interior tree shall be planted for every six parking spaces.

b. Option 2.

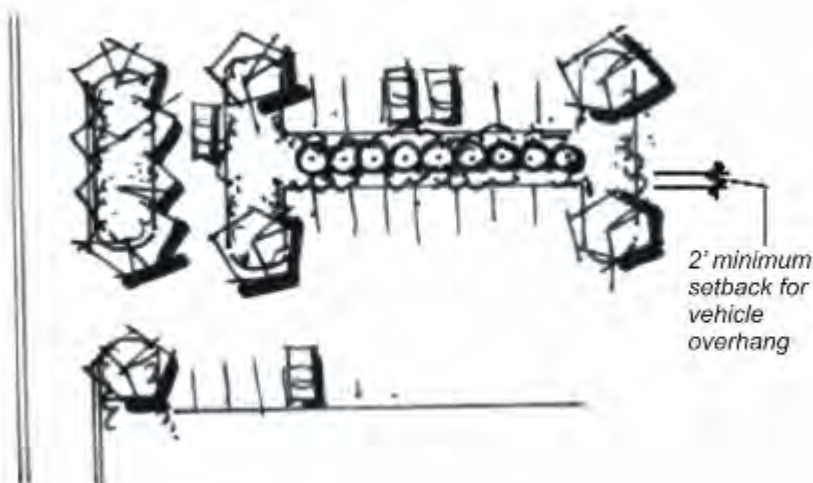
Tree plantings shall be spaced in order that tree canopies cover a minimum of seventy percent of the entire paved area of the parking lot within fifteen years of project completion. Canopy coverage shall be measured in plan view, and be based on projected mature size of the selected tree species. All individual planting areas within parking lots shall be a minimum of eight feet in width, be at least one hundred fifty square feet in size, and in addition to the required trees, shall be planted with a living groundcover. See the “Landscape Plants for the Inland Northwest” issued by the Washington State University Cooperative Extension and the U.S. Department of Agriculture, available from the City planning services department, for acceptable mature tree size to be used when calculating canopy size.



**Example of 70% shade cover option.
(8.4% interior space used)**

4. Where parking lots are located between the building and a street, the amount of required interior landscaped area shall be increased by fifty percent and the minimum amount of tree shade cover shall increase to eighty percent. Where parking lots are behind buildings, the amount of interior landscaping may be decreased by fifty percent of what the code requires and the minimum amount of tree shade cover shall decrease to fifty percent.

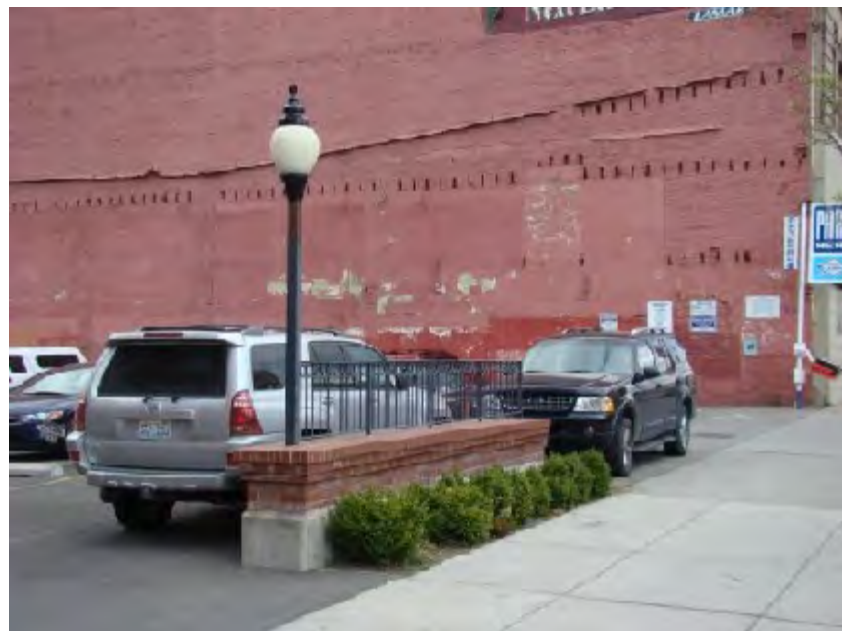
5. A planting strip of five feet in depth with L1 visual screen landscaping or site-obscuring decorative wood, iron, etc. fences or masonry walls at least six feet in height shall be installed along property lines where any adjacent single-family residential zone would have views of parking or service areas.
6. A minimum of two-foot setback shall be provided for all trees and shrubs where vehicles overhang into planted areas.



Landscape used to define vehicular circulation

7. In industrial zones, parking lots, outdoor sales, and outdoor display areas that are abutting or across the street from residential zones are subject to all of the requirements of subsections (E) and (F) of this section.
8. In industrial zones, all uses in the commercial categories (see [chapter 17C.190 SMC](#), Use Category Descriptions, Article III, Commercial Categories) are subject to the standards for uses in the general commercial (GC) zones.
9. In downtown zones an applicant must demonstrate to the director that the following required elements meet the intent of the Downtown Design Guidelines. Key design elements for these features include integrating storm water facilities, improving the pedestrian environment, and adding public amenities next to surface parking; outdoor sales and outdoor display areas so that they help to define space and contribute to a more active street environment.
 - a. Surface Parking Lot Liner Walls in the Downtown Zones.
Surface parking lots must have a solid, decorative concrete or

masonry wall adjacent to a complete street and behind a sidewalk. The wall must have a minimum height above the surface of the parking lot of two and one-half feet and a maximum height of three feet. The wall shall screen automobile headlights from surrounding properties. A wrought iron fence may be constructed on top of the wall for a combined wall and fence height of six feet. An area with a minimum width of two feet, measured from the property line, must be provided, landscaped and maintained on the exterior of the required wall. Such walls, fences, and landscaping shall not interfere with the clear view triangle. Pedestrian access through the perimeter wall shall be spaced to provide convenient access between the parking lot and the sidewalk. There shall be a pedestrian access break in the perimeter wall at least every one hundred fifty feet and a minimum of one for every street frontage. Any paving or repaving of a parking lot over one thousand square feet triggers these requirements.



Parking Liner Walls With Plantings Contribute an Interesting Pedestrian Environment. This parking liner wall and screen is enhanced by larger wall sections near automobile crossing points and a change in sidewalk scoring pattern. Both give cues to pedestrians and drivers.



- b. Surface parking lots in the Downtown zones are subject to the interior parking lot landscaping standard sections (F)(2) through (F)(6).
- c. The exterior boundary of all surface parking lots adjacent to any public right-of-way must include trees spaced no more than twenty-five feet apart. The leaves of the trees or any other landscaping features at maturity shall not obscure vision into the parking lot from a height of between three and eight feet from the ground. The species of trees shall be selected from the city's street tree list. If street trees exist or are provided consistent with [SMC 17C.200.050](#) then this landscaping strip may be omitted.
- d. Outdoor sales and display areas shall contribute to an interesting streetscape by providing the following:
 - i. Monument Features or Artistic Elements Along the Street Edge between the Outdoor Display Area and the Sidewalk.
These shall be integrated with display area lighting and pedestrian amenities.
 - ii. Additional Streetscape Features in the Sidewalk Environment.
Items may include elements that improve the health of street trees and plantings, improve storm water management, or artistic features that improve the pedestrian environment. This may include items such as permeable pavers in the pedestrian buffer strip, increased soil volumes for street trees, suspended sidewalks around the street tree

to increase the amount of uncompacted soils, and engineered soils to support larger and healthier trees.

Section 8. That SMC 17C.200.050 is amended to read as follows:

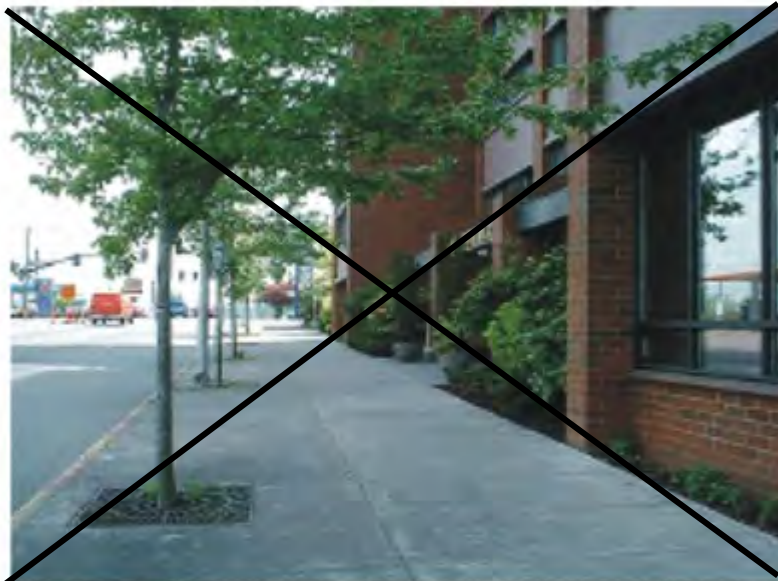
Chapter 17C.200 Landscaping and Screening

Section 17C.200.050 Street Tree Requirements

A. Purpose.

To provide consistent street frontage character within the street right-of-way. The street tree standards also maintain and add to Spokane's tree canopy and enhance the overall appearance of commercial and neighborhood development. Trees are an integral aspect of the Spokane landscape and add to the livability of Spokane. They provide aesthetic and economic value to property owners and the community at large.

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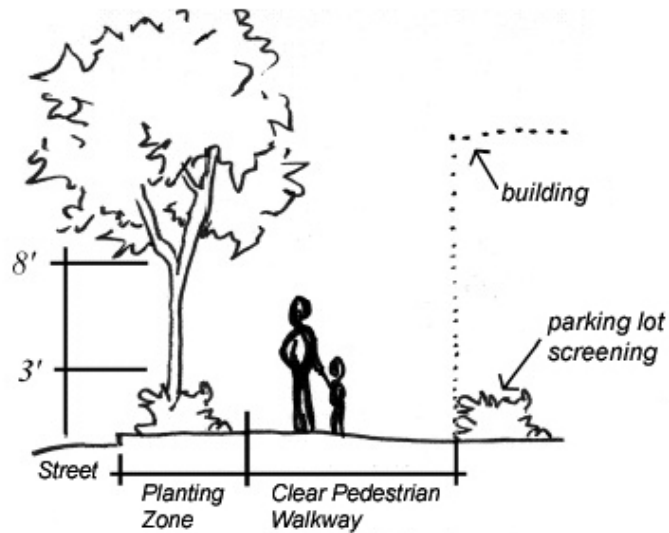
Trees within tree vaults

B. Street Tree Implementation.

- ~~1.~~ 1. Street trees are required along all City streets in downtown, commercial, center and corridor, industrial zones, and ~~along arterials~~ in residential zones.
- ~~2.~~ 2. Street trees shall be planted between the curb and the walking path of the sidewalk. ~~Either five foot by five foot pits with tree grates or a continuous~~

~~planting strip with groundcover that is at least five feet wide may be used. Where tree grates are used, they shall be ADA accessible and have a similar size and material as tree grates found in adjacent developments.~~

(Add new graphic below)



~~3. Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights of way shall be approved by the City urban forester and reviewed by the director of engineering services. Refer to the urban forester's list of appropriate street trees for available planting strip widths. See the "Landscape Plants for the Inland Northwest" issued by the Washington State University Cooperative Extension and the U.S. Department of Agriculture, available from the City planning services department.~~

((Delete graphic below))



Trees within planting strip

- ~~4. Street trees shall meet the most recent ANSI standards for a two-inch caliper tree at the time of planting and shall be spaced in order to provide continuous canopy coverage within ten years of planting.~~
- ~~5. Street tree plantings shall consider the location of existing utilities, lighting, and existing and proposed signs.~~
- ~~6. If overhead power lines are present, street trees shall be limited to a mature height of twenty five feet to avoid conflict with utility lines and maintenance crews.~~
- ~~7. 3. Street trees and other landscaping shall be maintained and irrigated by the adjacent property owner.~~
8. 4. If a street has a uniform planting of street trees or a distinctive species within the right-of-way, then new street trees should match the be of a similar form, character and planting pattern and species.
9. 5. For a full list of approved trees in the City of Spokane, please see the Urban Forestry Program's Approved Street Tree List. Species selection should be guided by individual site conditions including hydrology, soil, solar orientation, and physical constraints.

10. Landscape areas between the curb and sidewalk shall be maintained or plant material chosen to maintain a clear view zone between three and eight feet from ground level.

C. Planting Zones

1. Provide continuous planting strips or individual planting areas per Table 17C.200.050-1.

<u>Table 17C.200.050-1</u>							
<u>Tree Planting Area Dimensional Standards</u>							
<u>Zone</u>	<u>Downtown</u>	<u>CC</u>	<u>Commercial</u>	<u>Industrial</u>	<u>RA, RSE, RTF</u>	<u>RMF, RHD</u>	<u>School/Church Loading Zone</u>
<u>Continuous Planting Strip – minimum width as measured from back of curb.</u>	<u>Individual Planting Areas (tree vaults) required [1]</u>	<u>5 feet</u>	<u>5 feet</u>	<u>6 feet</u>	<u>6 feet</u>	<u>6 feet</u>	<u>Not Applicable [4]</u>
<u>Individual Planting Area - width as measured from back of curb</u>	<u>4 ft min. 6 ft max. [2]</u>	<u>4 ft min. 6 ft max. [2]</u>	<u>4 ft min. 6 ft max. [2]</u>	<u>Continuous Planting Strip required [3]</u>	<u>Continuous Planting Strip required</u>	<u>Continuous Planting Strip required [3]</u>	<u>4 ft min. 6 ft max. [2][4]</u>
<p><u>Notes:</u></p> <p><u>[1] Individual Planting Areas (tree vaults) are the standard for the Downtown Zones. Proposals for Continuous Planting Strips may be evaluated on a case by case basis.</u></p> <p><u>[2] Un-compacted soils are necessary for street trees. Individual planting areas (or tree vaults) must be of a size to accommodate a minimum of 100 cubic feet of un-compacted soils per tree at a maximum depth of three feet. Refer to the Engineering Design Standards for examples of potential options in individual planting areas.</u></p> <p><u>[3] Continuous Planting Strips are the standard for Industrial and Residential Zones. However, individual planting areas meeting the CC standard may be proposed and evaluated on a case by case basis in Industrial, RMF and RHD Zones.</u></p> <p><u>[4] In all zones, within a school/church loading zone, street tree location may vary from the standard as long as street trees are located within the right-of-way.</u></p> <p><u>[5] In all zones, when a continuous planting strip will double as a stormwater swale, the minimum width shall be 6.5 feet.</u></p>							

Proposed Changes – This textbox is for review only, not part of proposed code.

Downtown – change 5' wide planting area to 4' to 6' wide planting area.

Center and Corridor – change 4' wide planting strip or area to 5' strip or 4'-6' wide area.

Commercial – change 5' wide planting strip or area to 5' strip or 4'-6' wide area. Change Engineering Design Standards from 6.5' strip to match zoning.

Industrial – change 5' wide planting strip or area to 6' wide strip. Change Engineering Design Standards from 6.5' strip to match zoning.

Residential – change 5' wide planting strip to 6' wide planting strip. Change Engineering Design Standards from 6.5' strip to match zoning.

2. Continuous Planting Strips.

(Add new graphic below)



- a. Continuous planting strips may be planted with living ground cover or low plantings that are maintained at a height less than three feet from ground level.
- b. When auto traffic is immediately adjacent to the curb, new street trees must be planted at least 3'-0" from the edge of the automobile travel way.

3. Individual Planting Areas.

(Add four new graphics below)



Tree Grates



Tree Grate and Tree Guard



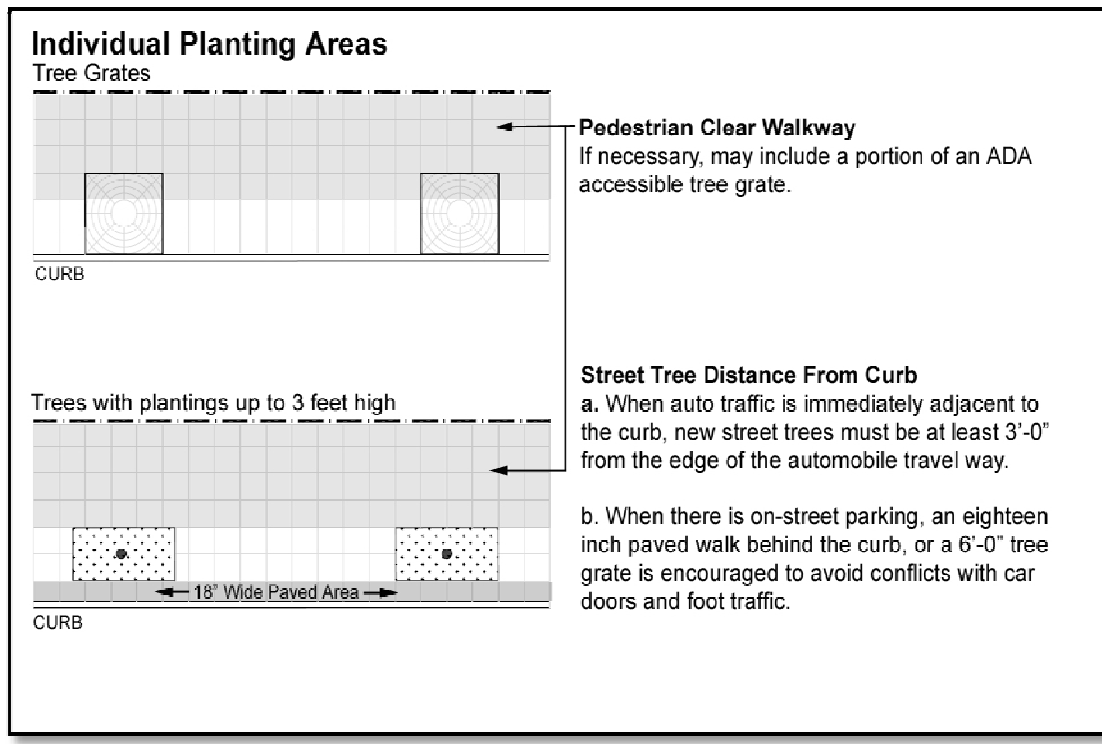
Street trees with plantings up to 3 feet high.



- a. When an individual planting area is not symmetrical, the longer dimension shall run along the curb.
- b. Tree grates or plantings are acceptable. However, when there is on-street parking, a tree grate or a paved walk eighteen inches wide behind the curb are encouraged to help avoid conflicts with car doors and foot traffic. The minimum clear pedestrian walking path as required for the zone shall be maintained.

- c. Where tree grates are used, they shall be ADA accessible and have a similar size and material as tree grates found in adjacent developments. Where tree grates are used, tree guards are encouraged for tree protection.
- d. Un-compacted soils are necessary for street trees. A minimum of one hundred cubic feet per tree at a maximum depth of three feet is required. See Engineering Design Standards for examples of potential options in individual planting areas and for retrofitting sidewalks.

(Add new graphic below)



D. Size Requirements for New Street Trees.

1. Street trees shall meet the most recent ANSI standards for a two-inch caliper tree at the time of planting
2. Larger shade trees with spreading canopies or branches are desirable where possible. Species of street trees within the public rights-of-way shall be approved by the City urban forester and reviewed by the director of engineering services.
3. If overhead power lines are present, street trees shall be limited to a mature height of twenty-five feet to avoid conflict with utility lines and maintenance crews.

E. Spacing Requirements for Street Tree Spacing. *The objective is to create a continuous tree canopy over the sidewalk.*

1. **Continuous planting strips.** Average spacing shall be 25 feet for small and columnar trees and 30 feet for canopy trees. The Planning Director may allow increased spacing for exceptionally large trees or upon the recommendation of the Urban Forester.
2. **Individual planting areas.** Average spacing for all tree sizes and types shall be 25 feet. Trees planted adjacent to parallel parking stalls with meters may be spaced 20 feet apart.
3. **Street tree plantings shall consider the location of existing utilities, lighting, driveways, business entrances and existing and proposed signs. See the Engineering Design Standards for required dimensions.**

F. Clear View Zone.

1. **Landscape areas between the curb and sidewalk, as well as landscaped areas within the clear view triangle as defined in [SMC 17C.120.310](#) shall be maintained or plant material chosen to maintain a vertical clear view zone between three and eight feet from ground level.**

(Add new graphic below)



Clear view between three and eight feet.

~~9. In center and corridor zones:~~

~~a. street trees shall be planted between the curb and the walking path of the sidewalk.~~

~~b. street trees shall be located in planting areas or in tree wells with a minimum width of four feet.~~

~~e. along arterial streets, tree grates shall be used. On other streets, either tree grates or a continuous planting strip along the curb are acceptable.~~

~~10. G. In **d**Downtown **z**Zones:~~

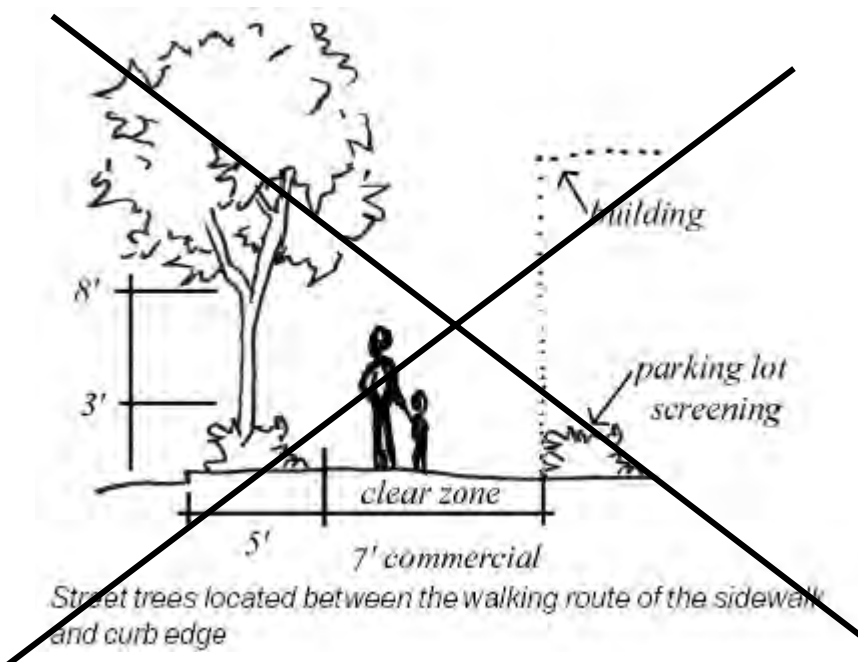
~~a. street trees shall be planted between the curb and the walking path of the sidewalk along all streets bordering development. *Street trees and other landscaping shall be maintained and irrigated by the adjacent property owner.*~~

~~b. 1. street trees shall be spaced no more than twenty-five feet apart except when driveways prohibit this spacing. If existing development prevents in ground planting, trees shall be planted in tubs equipped with irrigation. When large canopy street trees are used the planning director may allow for increased spacing of up to thirty-five feet between street trees depending on the tree species mature crown spread. The tree spacing objective is to create a continuous tree canopy over the sidewalk.~~

~~c. street trees shall be located in planting areas or in tree wells with a minimum width of five feet. When the required clear sidewalk width cannot be achieved with a five-foot tree well, the tree well width dimension encroaching into the sidewalk may be reduced to four feet as long as the planting length running along the curb is six feet or greater.~~

~~d. achieving a minimum of one hundred cubic feet of uncompacted soils, within a maximum depth of three feet, for street trees is desired. See the City policy guidance for soils and street trees.~~

((Delete graphic below))



Section 9. That SMC 17H.010.050 is amended to read as follows:

Title 17H Engineering Standards

Chapter 17H.010 Street Development Standards

Section 17H.010.050 Right-of-way

- A. Public right-of-way widths shall be in accordance with the city's comprehensive plan, the city's engineering design standards or as directed by the director of engineering services. Minimum right-of-way widths are as shown in Table 17H.010-1. The right-of-way width varies based on the required street elements including number of lanes, on-street parking, bike lanes, medians, turn lanes, roadside swales, pedestrian buffer strips and street trees.
- B. Where infill development occurs on partially constructed blocks, the proposed right-of-way width shall at least match the existing right-of-way width for the rest of the block and adjoining blocks.
- C. Private streets shall be located on a tract; street easements are not permitted. The width of the tract for private streets shall meet the minimum right-of-way widths

designated in Table 17H.010-1.

- D. Public rights-of-way or private tracts shall contain all street elements including paving, curbing, gutters and pedestrian buffer strips or swales in accordance with the city’s design standards.
- E. Sidewalks may be located on easements on private property ~~for local access streets.~~
- F. Narrower right-of-way widths may be allowed at the discretion of the director of engineering services. Variance requests will be evaluated based on topography, traffic circulation, emergency vehicle access, zoning, existing development and on-street parking requirements.

Table 17H.010-1 Right-of-way and Street Widths			
	Minimum Right-of-way Width ¹		Minimum Street Width
	Sidewalks in ROW	Sidewalks on Easements	Curb to Curb
ARTERIAL			
Principal	6 lane – 110 ft. 4 lane – 90 ft.	NA	Varies ²
Minor	4 lane – 102 ft. 2 lane – 75 ft.	NA	Varies ²
Collector	65 ft.	NA	40 ft.
LOCAL ACCESS			
Commercial	65 ft.	55 ft.	40 ft.
Residential Standard	60 ft.	50 ft.	36 ft.
Residential Low Density ³	56 ft.	46 ft.	32 ft.
Residential Restricted Parking ^{3,4}	51 ft.	41 ft.	27 ft.
Hillside	40 ft.	35 ft.	27 ft.

Development ^{4,5}			
Cul-de-sac (radius)	56 ft.	51 ft.	50 ft.
Alley ⁶	20 ft.	20 ft.	12 ft.
<p>Notes:</p> <p>¹Additional right-of-way may be required if roadside swales are used to control storm drainage.</p> <p>²Curb-to-curb width varies depending on street features including number of lanes, on-street parking, bike lane, median and turn lanes.</p> <p>³Narrow streets are appropriate only in low density (four to ten units per acre) residential neighborhoods. Adequate emergency vehicle access and staging areas must be provided as discussed in SMC 17H.010.140.</p> <p>⁴Parking is allowed on one side of the street only. Refer to SMC 17H.010.120 for on-street parking requirements.</p> <p>⁵Refer to SMC 17H.010.110 for more information.</p> <p>⁶Alleys do not require sidewalk or curb. The widths shown apply to right-of-way and pavement width.</p>			

Section 10. That SMC 17H.010.090 is amended to read as follows:

Title 17H Engineering Standards

Chapter 17H.010 Street Development Standards

Section 17H.010.190 Pedestrian Buffer Strips

- A. Pedestrian buffer strips are required on both sides of all streets between the sidewalk and the curb. The width and type of pedestrian buffer strip for each street shall comply with the requirements of the comprehensive plan and the city’s design standards.
- B. Planted strips are required on residential local access streets. A minimum three-foot wide concrete pedestrian buffer strip may be allowed in place of the ~~six and one-half foot~~ planted strip for certain land uses such as churches and schools that require passenger loading and unloading. These will be evaluated on a case-by-case basis and allowed at the discretion of the director of engineering services.
- C. In situations where a separation between the sidewalk and the street is constrained by topography, narrow right-of-way or existing development, a variance from this standard may be granted by the director of engineering services.

D. In cases where sidewalk has been omitted on one side of the street, the pedestrian buffer strip may also be omitted on that side.

E. Pedestrian buffer strips may be omitted around the bulb of cul-de-sacs.

PASSED BY THE CITY COUNCIL on _____, 2013.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date: _____

Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Proposed minor revisions to standardize language within the Spokane Municipal Code with regard to sidewalk widths, planting strips (aka buffer strips) and street trees. These changes are limited to SMC Sections 17C.110.410, 17C.120.230, 17C.122.110, 17C.122.140, 17C.124.230, 17C.130.230, 17C.200.040, 17C.200.050, 17H.010.050, and 17H.010.190

A recommendation from the City Plan Commission to the City Council to approve the amendments to the Spokane Municipal Code (SMC) Title 17C Land Use Standards and Title 17H Engineering Standards, revising text to standardize language with regard to sidewalk widths, planting strips and street trees.

Findings of Fact:

- A. The Washington State Legislature passed the Growth Management Act (GMA) in 1990, requiring among other things, the development of a Comprehensive Plan (RCW 36.70A).
- B. The City of Spokane adopted a Comprehensive Plan in May of 2001 that complies with the requirements of the Growth Management Act.
- C. Under the Growth Management Act, comprehensive plans may be amended no more frequently than once a year. However, pursuant to SMC 17G.020.040 Amendment Exceptions, subsection G, "Changes to development regulations that are consistent with the comprehensive plan or are necessary to implement the comprehensive plan" may be considered more frequently than once a year.
- D. Spokane Municipal Code, Title 17G, Administration and Procedures, Chapter 17G.025 Unified Development Code Amendment Procedures were used to prepare this proposed amendment to the Unified Development Code.
- E. City of Spokane Comprehensive Plan, Transportation Chapter, Goal TR7 Sense of Place states: *Foster a sense of community and identity through the availability of transportation choices and transportation design features, recognizing that both profoundly affect the way people interact and experience the city.* Policy TR7.3 Street Trees states: *Plant street trees wherever possible to enhance the transportation environment.* Policy TR7.4 Pedestrian Buffer Strips states: *Develop pedestrian buffer strips in a way that is appropriate to the surrounding area and desired outcomes.*
- F. The Spokane City Plan Commission held a workshop to study the proposed amendments on September 26, 2012.
- G. The Spokane City Urban Forestry Citizen Advisory Committee reviewed the proposed amendments during their regular meetings on October 2, 2012 and December 4, 2012.
- H. Notice of the proposed amendments and announcement of the Plan Commission's December 19, 2012 hearing were distributed to individuals on the Eastern Washington Association of Landscape Architects e-mail list on December 10, 2012.

I. Notice of the proposed amendments and announcement of the Plan Commission's December 19, 2012 hearing was published in the Spokesman Review on December 5, 2012.

J. A State Environmental Policy Act (SEPA) Checklist and Determination of Non-Significance were released on September 25, 2012 for the proposed amendments. The public comment period for the SEPA determination ended on October 10, 2012.

K. On October 1, 2012, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan. An acknowledgement letter from the Department of Commerce was received by the City on October 2, 2012.

L. The City Plan Commission held a Public Hearing on December 19, 2012 to obtain public comments on the proposed amendments; deliberations followed.

Conclusions:

A. The Plan Commission has reviewed all public testimony received during the public hearings and has made changes to the draft documents during deliberations to address the testimony as considered appropriate.

B. The Plan Commission has found that the proposed amendments meet the approval criteria for text amendments to the Unified Development Code:

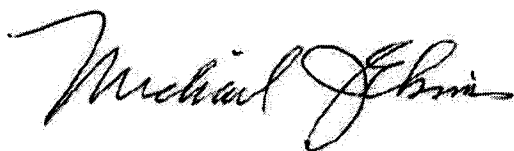
SMC 17G.025.010 (F) Approval Criteria:

1. The proposed amendment is consistent with the applicable provisions of the comprehensive plan; and
2. The proposed amendment bears a substantial relation to public health, safety, welfare, and protection of the environment.

C. The proposed amendments have been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Spokane Municipal Code Chapter 17G.025.

Recommendations:

By a unanimous vote, the Plan Commission recommends to the City Council the approval of the proposed amendment to the Unified Development Code, with changes as deliberated.



Mike Ekins, President

**Spokane Plan Commission
December 19, 2012**