

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, JUNE 16, 2014

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 CANDACE MUMM

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER STEVE SALVATORI

COUNCIL MEMBER AMBER WALDREF

CITY 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. Low Bid of 2KG Contractors, Inc. (Portland, OR) for East Sprague CSO (Basin 33-2) Control Facility—\$3,716,976.45 (plus tax). An administrative reserve of \$371,697.65 (plus tax), which is 10% of the contract price (plus tax), will be set aside. Gary Nelson | Approve | PRO 2014-0023
ENG 2011085 |
| 2. Real Property Purchase, Sale and Exchange Agreement with Oldcastle Precast, Inc. successor-in-interest to CPM Development Corporation doing business as Central Pre-mix Concrete Company and Central Pre-Mix Prestress Company for acquisition of right-of-way for the Havana Street Bridge—\$400,000 revenue. Dave Steele | Approve | OPR 2014-0450
ENG 2004062 |
| 3. Sole Source Contract with Evoqua Water Technologies from April 1, 2014, through March 31, 2016, to supply Bioxide, a patented non-hazardous chemical to reduce and control odors and corrosion at the Northwest Terrace Lift Station. Annual estimated cost—\$170,000 (plus tax). (Relates to RES 2014-0065.) Dale Arnold | Approve | OPR 2014-0451 |

4. Low Bid of Ramey Construction Inc. (Spokane, WA) for the remodeling of the basement of All Saints Lutheran Church for the Peaceful Valley Community Center Youth Program—\$356,572.96. The City portion of funding is \$138,322.91. **Blaine Stum** Approve OPR 2014-0452
5. Report of the Mayor of pending: Approve & Authorize Payments CPR 2014-0002
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.
- b. Payroll claims of previously approved obligations through _____: \$_____.

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**NO EMERGENCY BUDGET ORDINANCES****NO EMERGENCY ORDINANCES****RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- | | |
|---------------|---|
| RES 2014-0056 | Approving internal budget expenditure policies and procedures for the City Council office. (Deferred from June 2, 2014, Agenda.) (Relates to ORD C35105.) Council President Stuckart / Council Member Mumm |
| RES 2014-0063 | Approving the reappointment of Timothy O. Burns as Police Ombudsman for the City of Spokane. Council President Stuckart |
| RES 2014-0064 | Regarding allocation of excess funds generated from automated traffic safety cameras. Council Member Snyder |

- RES 2014-0065** Declaring Evoqua Water Technologies, LLC (Sarasota, FL) a sole source provider and authorizing a blanket order for Bioxide and feed system repair parts without public bidding. Estimated annual cost—\$170,000 (plus tax). (Relates to OPR 2014-0451.) Dale Arnold
- ORD C35105** Relating to the functions of the Council President and City Council; amending Spokane Municipal Code Section 2.005.010. (Deferred from June 2, 2014, Agenda.) (Relates to Resolution 2014-0056.)
Council President Stuckart
- ORD C35106** Relating to a ban on the purchase and use by the City of Spokane of products or products in packaging that contains neonicotinoids; adopting a new Section 7.06.171 to Chapter 7.06 of the Spokane Municipal Code. (Deferred from June 2, 2014, Agenda.)
Council President Stuckart
- ORD C35107** Relating to the executive and administrative organization of the Police Division; amending Sections 3.01A.375, 3.01A.385, 3.01A.390 and 3.01A.400 of the Spokane Municipal Code. (Deferred from June 2, 2014, Agenda.) Erika Wade

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for June 16, 2014
(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 June 16, 2014, Regular Legislative Session of the City Council is adjourned to June 23, 2014.

NOTES

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

06/16/2014

Date Rec'd

6/4/2014

Clerk's File #

PRO 2014-0023

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

GARY NELSON 625-6678

Project #

2011085

Contact E-Mail

GNELSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CR-14532

Agenda Item Name

0370 - E. SPRAGUE CSO (BASIN 33-2) CONTROL FACILITY

Agenda Wording

Low Bid of 2KG Contractors, Inc. (Portland, OR) for East Sprague CSO(Basin 33-2) Control Facility - \$3,716,976.45 plus tax. An administrative reserve of \$371,697.65 plus sales tax, which is 10% of the contract price plus sales tax, will be set aside.

Summary (Background)

On May 19, 2014 bids were opened for the above project. The low bid was from 2KG Contractors, Inc. in the amount of \$3,716,976.45, which is \$144,227.45 or 4% over the Engineer's Estimate; four other bids were received as follows: Halme Construction, Inc., \$3,928,206.81; Clearwater Construction, \$4,001,562.60; Garco Construction, Inc., \$4,102,500.43; Contractors Northwest, Inc., \$4,846,155.64. A non-responsive bid was received from S & L Underground, Inc.

Fiscal Impact**Budget Account**

Expense \$ 4,444,388.74

4370 43416 94000 56501 10033

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

NELSON, GARY

Study Session**Division Director**

QUINTRALL, JAN

Other

PCED 4/21/2014

Finance

LESESNE, MICHELE

Distribution List**Legal**

WHALEY, HUNT

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

pdolan@spokanecity.org

Additional Approvals

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Purchasing

jmallahan@spokanecity.org

kbrooks@spokanecity.org

htraoutman@spokanecity.org

mhughes@spokanecity.org

City Of Spokane
Engineering Services Department
***** Bid Tabulation *****

Project Number: 2011085

Project Description CSO 33-2

Original Date 3/31/2014 7:04:50 AM

Funding Source Federal

Update Date 5/19/2014 4:29:09 PM

Preparer Michael Myers

Addendum

Project Number: 2011085			Engineer's Estimate		2KG Contractors Inc		Halme Construction Inc		Clearwater Construction & Management	
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

Not Public Street Improvement

101	POST-CONSTRUCTION SURVEYING	1 LS	*****	5,000.00	*****	8,652.00	*****	5,800.00	*****	1,700.00
102	WSDOT CONSTRUCTION COORDINATION EFFORT	1 LS	*****	5,000.00	*****	2,000.00	*****	1,700.00	*****	575.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
104	SPCC PLAN	1 LS	*****	750.00	*****	1,478.00	*****	480.00	*****	340.00
105	POTHOLING	5 EA	400.00	2,000.00	853.00	4,265.00	340.00	1,700.00	286.00	1,430.00
106	PRE-BLAST AND POST BLAST SURVEY	1 LS	*****	50,000.00	*****	26,265.00	*****	10.00	*****	31,000.00
107	MOBILIZATION	1 LS	*****	200,000.00	*****	330,000.00	*****	384,000.00	*****	336,700.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	30,000.00	*****	88,484.00	*****	14,000.00	*****	31,800.00
109	SPECIAL SIGNS	83 SF	20.00	1,660.00	10.80	896.40	11.30	937.90	11.00	913.00
110	TYPE III BARRICADE	27 EA	75.00	2,025.00	40.75	1,100.25	40.00	1,080.00	41.00	1,107.00
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	20,000.00	*****	31,578.00	*****	49,000.00	*****	58,600.00
112	REMOVE FLEXIBLE PAVEMENT FOR TRENCHES	1028 SY	4.00	4,112.00	6.45	6,630.60	4.00	4,112.00	4.00	4,112.00
113	REMOVE EXISTING CURB	598 LF	3.00	1,794.00	1.80	1,076.40	3.00	1,794.00	7.00	4,186.00
114	REMOVE EXISTING CURB AND GUTTER	25 LF	4.00	100.00	10.00	250.00	4.00	100.00	14.00	350.00

<i>Project Number:</i> 2011085			<i>Engineer's Estimate</i>		2KG Contractors Inc		Halme Construction Inc		Clearwater Construction & Management	
<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 01</i>					Not Public Street Improvement					
115	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	80 SY	5.00	400.00	6.45	516.00	4.00	320.00	13.00	1,040.00
116	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	7 EA	250.00	1,750.00	1,631.00	11,417.00	240.00	1,680.00	314.00	2,198.00
117	SAWCUTTING FLEXIBLE PAVEMENT	1090 LFI	0.80	872.00	0.35	381.50	0.25	272.50	0.34	370.60
118	ROADWAY EXCAVATION INCL. HAUL	754 CY	10.00	7,540.00	21.66	16,331.64	10.30	7,766.20	17.00	12,818.00
119	COMMON BORROW INCL. HAUL	7100 CY	11.00	78,100.00	17.80	126,380.00	10.00	71,000.00	10.00	71,000.00
120	REPLACE UNSUITABLE FOUNDATION MATERIAL	300 CY	20.00	6,000.00	35.40	10,620.00	16.40	4,920.00	29.00	8,700.00
121	REMOVE UNSUITABLE FOUNDATION MATERIAL	300 CY	10.00	3,000.00	22.70	6,810.00	15.50	4,650.00	20.00	6,000.00
122	PREPARATION OF UNTREATED ROADWAY	2960 SY	3.00	8,880.00	3.40	10,064.00	2.00	5,920.00	2.00	5,920.00
123	STRUCTURE EXCAVATION CLASS A FOR STORAGE FACILITY INCL. HAUL	12500 CY	12.00	150,000.00	11.12	139,000.00	23.00	287,500.00	18.00	225,000.00
124	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - STORAGE FACILITY	3800 CY	80.00	304,000.00	61.50	233,700.00	120.00	456,000.00	80.00	304,000.00
125	SHORING	1 LS	*****	400,000.00	*****	227,000.00	*****	250,000.00	*****	187,000.00
126	GRAVEL BACKFILL FOR WALLS INCL. HAUL	400 CY	40.00	16,000.00	38.00	15,200.00	16.40	6,560.00	52.00	20,800.00
127	PEA GRAVEL	10 CY	55.00	550.00	132.00	1,320.00	42.00	420.00	40.00	400.00
128	TESTING AND DISPOSAL OF CONTAMINATED SOIL	1 EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
129	CSTC FOR SIDEWALK AND DRIVEWAYS	10 CY	40.00	400.00	129.00	1,290.00	52.00	520.00	95.00	950.00
130	CRUSHED SURFACING BASE COURSE	200 CY	40.00	8,000.00	61.00	12,200.00	47.00	9,400.00	65.00	13,000.00
131	CSTC FOR FINISHED SURFACES	424 CY	40.00	16,960.00	49.50	20,988.00	55.40	23,489.60	75.00	31,800.00
132	CRUSHED SURFACING BASE COURSE FOR UNDERNEATH STORAGE FACILITY	465 CY	40.00	18,600.00	47.00	21,855.00	46.55	21,645.75	40.00	18,600.00

<i>Project Number:</i> 2011085			<i>Engineer's Estimate</i>		2KG Contractors Inc		Halme Construction Inc		Clearwater Construction & Management	
<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 01</i>					Not Public Street Improvement					
133	HMA CL. 1/2 IN. PG 70-28, 5 INCH THICK	1028 SY	35.00	35,980.00	31.50	32,382.00	35.00	35,980.00	40.00	41,120.00
134	CONSTRUCTION GEOTEXTILE FOR SEPARATION	1508 SY	10.00	15,080.00	1.40	2,111.20	2.42	3,649.36	2.00	3,016.00
135	PERMEABLE BALLAST	754 CY	35.00	26,390.00	47.50	35,815.00	54.50	41,093.00	57.00	42,978.00
136	POROUS ASPHALT PAVEMENT	1508 SY	50.00	75,400.00	70.00	105,560.00	60.00	90,480.00	66.00	99,528.00
137	PERMEABLE CRUSHED SURFACING BALLAST	84 CY	50.00	4,200.00	76.00	6,384.00	79.00	6,636.00	67.00	5,628.00
138	CAST IN PLACE CONCRETE	1161 CY	600.00	696,600.00	730.00	847,530.00	677.00	785,997.00	761.00	883,521.00
139	COMMERCIAL CONCRETE	73 CY	220.00	16,060.00	345.00	25,185.00	710.00	51,830.00	192.00	14,016.00
140	CONCRETE PIPE ANCHORS	29 EA	500.00	14,500.00	314.00	9,106.00	310.00	8,990.00	1,666.00	48,314.00
141	WATERPROOFING	304 SY	70.00	21,280.00	49.50	15,048.00	53.30	16,203.20	54.00	16,416.00
142	EPOXY COATING	12 SY	60.00	720.00	61.25	735.00	66.00	792.00	67.00	804.00
143	VAPOR RETARDER BARRIERS	140 SY	3.50	490.00	8.70	1,218.00	20.25	2,835.00	14.00	1,960.00
144	BOLLARDS	16 EA	1,000.00	16,000.00	411.50	6,584.00	650.00	10,400.00	1,006.00	16,096.00
145	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	178 LF	38.00	6,764.00	76.70	13,652.60	45.00	8,010.00	35.00	6,230.00
146	STORM SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	154 LF	42.00	6,468.00	87.00	13,398.00	59.50	9,163.00	109.00	16,786.00
147	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	70 LF	45.00	3,150.00	105.00	7,350.00	61.00	4,270.00	111.00	7,770.00
148	MANHOLE TYPE I-48, BASIC PRICE	4 EA	3,000.00	12,000.00	2,250.00	9,000.00	3,150.00	12,600.00	4,025.00	16,100.00
149	MANHOLE TYPE III-48, BASIC PRICE	3 EA	3,200.00	9,600.00	2,273.00	6,819.00	3,030.00	9,090.00	5,076.00	15,228.00
150	MANHOLE TYPE II-54, BASIC PRICE	10 EA	4,500.00	45,000.00	3,147.00	31,470.00	5,915.00	59,150.00	6,140.00	61,400.00

<i>Project Number:</i> 2011085			<i>Engineer's Estimate</i>		2KG Contractors Inc		Halme Construction Inc		Clearwater Construction & Management	
<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 01</i>					Not Public Street Improvement					
151	MANHOLE TYPE III-54, BASIC PRICE	2 EA	4,300.00	8,600.00	8,873.00	17,746.00	5,915.00	11,830.00	4,300.00	8,600.00
152	MANHOLE TYPE II-72, BASIC PRICE	4 EA	6,000.00	24,000.00	784.00	3,136.00	6,890.00	27,560.00	12,075.00	48,300.00
153	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	7 VF	110.00	770.00	380.00	2,660.00	22.00	154.00	64.00	448.00
154	MANHOLE ADDITIONAL HEIGHT 54 IN. DIAM. TYPE II	76 VF	140.00	10,640.00	306.00	23,256.00	356.00	27,056.00	129.00	9,804.00
155	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE II	53 VF	200.00	10,600.00	347.00	18,391.00	340.00	18,020.00	575.00	30,475.00
156	ADJUST EXISTING VALVE BOX IN ASPHALT	2 EA	250.00	500.00	644.00	1,288.00	200.00	400.00	400.00	800.00
157	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET	1 EA	500.00	500.00	1,200.00	1,200.00	380.00	380.00	700.00	700.00
158	CATCH BASIN TYPE 1	2 EA	1,800.00	3,600.00	1,750.00	3,500.00	1,660.00	3,320.00	2,250.00	4,500.00
159	CATCH BASIN TYPE 4	1 EA	2,200.00	2,200.00	1,868.00	1,868.00	1,860.00	1,860.00	2,300.00	2,300.00
160	WSDOT GRATE INLET TYPE 1	1 EA	2,000.00	2,000.00	2,432.00	2,432.00	1,500.00	1,500.00	2,300.00	2,300.00
161	FRAME AND GRATE FOR CATCH BASIN OR GRATE INLET	3 EA	500.00	1,500.00	328.00	984.00	315.00	945.00	3.00	9.00
162	CONNECT 10-12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	800.00	2,400.00	2,305.00	6,915.00	400.00	1,200.00	400.00	1,200.00
163	CONNECT 18-24 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	5 EA	1,000.00	5,000.00	2,955.00	14,775.00	1,320.00	6,600.00	920.00	4,600.00
164	MANHOLE TEST	3 EA	550.00	1,650.00	294.00	882.00	550.00	1,650.00	500.00	1,500.00
165	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	1511 CY	80.00	120,880.00	74.50	112,569.50	49.00	74,039.00	147.00	222,117.00
166	TRENCH SAFETY SYSTEM	1 LS	*****	4,300.00	*****	6,615.00	*****	23,300.00	*****	59,800.00
167	PLUGGING EXISTING PIPE	7 EA	700.00	4,900.00	498.00	3,486.00	425.00	2,975.00	43.00	301.00
168	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	9,600.00	*****	8,500.00	*****	1,400.00

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169	ENCASE WATER/SEWER AT CROSSINGS	1 EA	500.00	500.00	1,867.00	1,867.00	540.00	540.00	700.00	700.00
170	CLEANING EXISTING SANITARY SEWER	1 LS	*****	2,000.00	*****	10,272.00	*****	7,000.00	*****	1,800.00
171	REMOVE AND REPLACE FIRE HYDRANT	1 EA	3,000.00	3,000.00	6,000.00	6,000.00	5,000.00	5,000.00	5,500.00	5,500.00
172	TRENCH EXCAVATION FOR WATER SERVICE TAP	1 LS	*****	2,000.00	*****	2,500.00	*****	850.00	*****	500.00
173	TAP & METER APPLICATION FEE	1 LS	*****	4,000.00	*****	4,000.00	*****	4,000.00	*****	4,000.00
174	CSO FACILITY WATER SUPPLY & BACKFLOW PREVENTER ASSEMBLY	1 LS	*****	25,000.00	*****	8,153.00	*****	18,325.00	*****	18,700.00
175	SANITARY SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	453 LF	90.00	40,770.00	112.00	50,736.00	148.00	67,044.00	138.00	62,514.00
176	SANITARY SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	506 LF	150.00	75,900.00	138.00	69,828.00	195.00	98,670.00	345.00	174,570.00
177	SANITARY SEWER PIPE 27 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	65 LF	180.00	11,700.00	212.00	13,780.00	151.00	9,815.00	149.00	9,685.00
178	SANITARY SEWER PIPE 30 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	31 LF	200.00	6,200.00	304.00	9,424.00	216.00	6,696.00	310.00	9,610.00
179	MAINTENANCE OF SEWER SERVICE	1 LS	*****	40,000.00	*****	37,524.00	*****	5,100.00	*****	35,500.00
180	FLOW CONTROL DEVICES & CONTROLS	1 LS	*****	180,000.00	*****	162,199.00	*****	149,600.00	*****	155,200.00
181	DETENTION TANK APPURTENANCES	1 LS	*****	170,000.00	*****	75,513.00	*****	147,370.00	*****	54,500.00
182	ESC LEAD	1 LS	*****	1,500.00	*****	11,000.00	*****	700.00	*****	100.00
183	STABILIZED CONSTRUCTION ENTRANCE	80 SY	20.00	1,600.00	30.00	2,400.00	28.30	2,264.00	20.00	1,600.00
184	INLET PROTECTION	13 EA	75.00	975.00	49.50	643.50	57.00	741.00	92.00	1,196.00
185	SILT FENCE	620 LF	3.50	2,170.00	4.46	2,765.20	5.10	3,162.00	6.00	3,720.00

<i>Project Number:</i> 2011085			<i>Engineer's Estimate</i>		2KG Contractors Inc		Halme Construction Inc		Clearwater Construction & Management	
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186	TOPSOIL TYPE A, 8 INCH THICK	640 SY	10.00	6,400.00	14.40	9,216.00	16.15	10,336.00	14.00	8,960.00
187	HYDROSEEDING	4160 SY	2.00	8,320.00	0.90	3,744.00	0.95	3,952.00	1.00	4,160.00
188	SOD INSTALLATION	640 SY	9.00	5,760.00	11.00	7,040.00	11.30	7,232.00	10.00	6,400.00
189	CONSTRUCT BIO-INFILTRATION SWALE	632 SY	8.00	5,056.00	31.28	19,768.96	5.40	3,412.80	7.00	4,424.00
190	CEMENT CONCRETE CURB	1847 LF	16.00	29,552.00	13.22	24,417.34	19.80	36,570.60	13.00	24,011.00
191	CEMENT CONC. CURB AND GUTTER	25 LF	20.00	500.00	49.60	1,240.00	30.00	750.00	40.00	1,000.00
192	CEMENT CONCRETE DRIVEWAY	54 SY	44.00	2,376.00	46.30	2,500.20	48.65	2,627.10	69.00	3,726.00
193	CEMENT CONCRETE DRIVEWAY TRANSITION	10 SY	44.00	440.00	55.00	550.00	41.00	410.00	70.00	700.00
194	BEAM GUARDRAIL TYPE 1	137 LF	80.00	10,960.00	82.68	11,327.16	63.55	8,706.35	58.00	7,946.00
195	MODIFY FENCING	1 LS	*****	3,200.00	*****	3,307.00	*****	1,700.00	*****	2,300.00
196	TEMPORARY CONSTRUCTION FENCING (6 FOOT HIGH CYCLONE)	1120 LF	5.00	5,600.00	4.50	5,040.00	6.60	7,392.00	3.00	3,360.00
197	CEMENT CONC. SIDEWALK	80 SY	35.00	2,800.00	35.00	2,800.00	38.40	3,072.00	51.00	4,080.00
198	LIGHT LOOSE RIPRAP WITH CONCRETE	27 CY	75.00	2,025.00	176.50	4,765.50	115.00	3,105.00	100.00	2,700.00
199	ELECTRICAL EQUIPMENT	1 LS	*****	135,000.00	*****	94,496.00	*****	100,000.00	*****	95,400.00
200	ELECTRICAL & MECHANICAL EQUIPMENT STARTUP SERVICES	1 LS	*****	10,000.00	*****	3,286.00	*****	2,000.00	*****	2,300.00
201	PAVEMENT MARKING PAINT	57 SF	5.00	285.00	5.50	313.50	3.40	193.80	4.00	228.00
202	PERMANENT DOT LANE MARKER 4X6	12 EA	7.00	84.00	38.50	462.00	20.00	240.00	17.00	204.00
203	REINFORCED DOWELED CURB	201 LF	15.00	3,015.00	33.00	6,633.00	6.80	1,366.80	11.00	2,211.00

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204	TRAFFIC ISLAND CONCRETE	67 SY	35.00	2,345.00	66.00	4,422.00	30.55	2,046.85	46.00	3,082.00
205	VEHICLE GATE ASSEMBLY	1 LS	*****	3,500.00	*****	4,961.00	*****	2,980.00	*****	7,500.00
206	VENTILATION AND ODOR CONTROL EQUIPMENT	1 LS	*****	190,000.00	*****	247,000.00	*****	200,000.00	*****	183,100.00
207	FINAL SITE PREPARATION	1 LS	*****	10,000.00	*****	22,681.00	*****	8,000.00	*****	5,900.00
Schedule Totals				3,572,749.00		3,716,976.45		3,928,206.81		4,001,562.60

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<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>
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101	POST-CONSTRUCTION SURVEYING	1 LS	*****	5,000.00	*****	5,000.00	*****	5,450.00	*****	0.00
102	WSDOT CONSTRUCTION COORDINATION EFFORT	1 LS	*****	5,000.00	*****	1,500.00	*****	545.00	*****	0.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
104	SPCC PLAN	1 LS	*****	750.00	*****	500.00	*****	7,085.00	*****	0.00
105	POTHOLING	5 EA	400.00	2,000.00	250.00	1,250.00	272.50	1,362.50	0.00	0.00
106	PRE-BLAST AND POST BLAST SURVEY	1 LS	*****	50,000.00	*****	26,250.00	*****	29,413.55	*****	0.00
107	MOBILIZATION	1 LS	*****	200,000.00	*****	400,000.00	*****	413,687.00	*****	0.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	30,000.00	*****	5,500.00	*****	16,023.00	*****	0.00
109	SPECIAL SIGNS	83 SF	20.00	1,660.00	10.00	830.00	7.63	633.29	0.00	0.00
110	TYPE III BARRICADE	27 EA	75.00	2,025.00	35.00	945.00	20.17	544.59	0.00	0.00
111	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	20,000.00	*****	51,000.00	*****	55,590.00	*****	0.00
112	REMOVE FLEXIBLE PAVEMENT FOR TRENCHES	1028 SY	4.00	4,112.00	3.50	3,598.00	3.82	3,926.96	0.00	0.00
113	REMOVE EXISTING CURB	598 LF	3.00	1,794.00	6.00	3,588.00	6.54	3,910.92	0.00	0.00
114	REMOVE EXISTING CURB AND GUTTER	25 LF	4.00	100.00	12.00	300.00	13.08	327.00	0.00	0.00
115	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	80 SY	5.00	400.00	10.50	840.00	11.45	916.00	0.00	0.00
116	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	7 EA	250.00	1,750.00	275.00	1,925.00	299.75	2,098.25	0.00	0.00
117	SAWCUTTING FLEXIBLE PAVEMENT	1090 LFI	0.80	872.00	0.30	327.00	0.33	359.70	0.00	0.00
118	ROADWAY EXCAVATION INCL. HAUL	754 CY	10.00	7,540.00	15.00	11,310.00	16.35	12,327.90	0.00	0.00
119	COMMON BORROW INCL. HAUL	7100 CY	11.00	78,100.00	8.00	56,800.00	9.81	69,651.00	0.00	0.00

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120	REPLACE UNSUITABLE FOUNDATION MATERIAL	300 CY	20.00	6,000.00	25.00	7,500.00	27.25	8,175.00	0.00	0.00
121	REMOVE UNSUITABLE FOUNDATION MATERIAL	300 CY	10.00	3,000.00	17.00	5,100.00	18.53	5,559.00	0.00	0.00
122	PREPARATION OF UNTREATED ROADWAY	2960 SY	3.00	8,880.00	1.80	5,328.00	1.96	5,801.60	0.00	0.00
123	STRUCTURE EXCAVATION CLASS A FOR STORAGE FACILITY INCL. HAUL	12500 CY	12.00	150,000.00	11.75	146,875.00	17.44	218,000.00	0.00	0.00
124	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - STORAGE FACILITY	3800 CY	80.00	304,000.00	55.00	209,000.00	76.30	289,940.00	0.00	0.00
125	SHORING	1 LS	*****	400,000.00	*****	290,000.00	*****	896,899.96	*****	0.00
126	GRAVEL BACKFILL FOR WALLS INCL. HAUL	400 CY	40.00	16,000.00	45.00	18,000.00	49.05	19,620.00	0.00	0.00
127	PEA GRAVEL	10 CY	55.00	550.00	35.00	350.00	38.15	381.50	0.00	0.00
128	TESTING AND DISPOSAL OF CONTAMINATED SOIL	1 EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00
129	CSTC FOR SIDEWALK AND DRIVEWAYS	10 CY	40.00	400.00	83.00	830.00	90.47	904.70	0.00	0.00
130	CRUSHED SURFACING BASE COURSE	200 CY	40.00	8,000.00	56.00	11,200.00	218.00	43,600.00	0.00	0.00
131	CSTC FOR FINISHED SURFACES	424 CY	40.00	16,960.00	65.00	27,560.00	70.85	30,040.40	0.00	0.00
132	CRUSHED SURFACING BASE COURSE FOR UNDERNEATH STORAGE FACILITY	465 CY	40.00	18,600.00	35.00	16,275.00	38.15	17,739.75	0.00	0.00
133	HMA CL. 1/2 IN. PG 70-28, 5 INCH THICK	1028 SY	35.00	35,980.00	35.00	35,980.00	43.19	44,399.32	0.00	0.00
134	CONSTRUCTION GEOTEXTILE FOR SEPARATION	1508 SY	10.00	15,080.00	1.50	2,262.00	1.64	2,473.12	0.00	0.00
135	PERMEABLE BALLAST	754 CY	35.00	26,390.00	50.00	37,700.00	54.50	41,093.00	0.00	0.00
136	POROUS ASPHALT PAVEMENT	1508 SY	50.00	75,400.00	57.00	85,956.00	65.56	98,864.48	0.00	0.00
137	PERMEABLE CRUSHED SURFACING BALLAST	84 CY	50.00	4,200.00	58.00	4,872.00	63.22	5,310.48	0.00	0.00

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138	CAST IN PLACE CONCRETE	1161 CY	600.00	696,600.00	900.00	1,044,900.00	741.60	860,997.60	0.00	0.00
139	COMMERCIAL CONCRETE	73 CY	220.00	16,060.00	500.00	36,500.00	355.76	25,970.48	0.00	0.00
140	CONCRETE PIPE ANCHORS	29 EA	500.00	14,500.00	1,450.00	42,050.00	1,580.50	45,834.50	0.00	0.00
141	WATERPROOFING	304 SY	70.00	21,280.00	47.04	14,300.16	59.15	17,981.60	0.00	0.00
142	EPOXY COATING	12 SY	60.00	720.00	58.33	699.96	40.50	486.00	0.00	0.00
143	VAPOR RETARDER BARRIERS	140 SY	3.50	490.00	6.79	950.60	10.36	1,450.40	0.00	0.00
144	BOLLARDS	16 EA	1,000.00	16,000.00	980.50	15,688.00	1,098.72	17,579.52	0.00	0.00
145	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	178 LF	38.00	6,764.00	31.00	5,518.00	33.79	6,014.62	0.00	0.00
146	STORM SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	154 LF	42.00	6,468.00	95.00	14,630.00	103.55	15,946.70	0.00	0.00
147	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	70 LF	45.00	3,150.00	97.00	6,790.00	105.73	7,401.10	0.00	0.00
148	MANHOLE TYPE I-48, BASIC PRICE	4 EA	3,000.00	12,000.00	3,500.00	14,000.00	3,815.00	15,260.00	0.00	0.00
149	MANHOLE TYPE III-48, BASIC PRICE	3 EA	3,200.00	9,600.00	4,400.00	13,200.00	4,796.00	14,388.00	0.00	0.00
150	MANHOLE TYPE II-54, BASIC PRICE	10 EA	4,500.00	45,000.00	5,346.00	53,460.00	5,827.14	58,271.40	0.00	0.00
151	MANHOLE TYPE III-54, BASIC PRICE	2 EA	4,300.00	8,600.00	3,748.00	7,496.00	4,085.32	8,170.64	0.00	0.00
152	MANHOLE TYPE II-72, BASIC PRICE	4 EA	6,000.00	24,000.00	10,500.00	42,000.00	11,445.00	45,780.00	0.00	0.00
153	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	7 VF	110.00	770.00	56.00	392.00	61.04	427.28	0.00	0.00
154	MANHOLE ADDITIONAL HEIGHT 54 IN. DIAM. TYPE II	76 VF	140.00	10,640.00	112.00	8,512.00	122.08	9,278.08	0.00	0.00
155	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE II	53 VF	200.00	10,600.00	500.00	26,500.00	545.00	28,885.00	0.00	0.00

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156	ADJUST EXISTING VALVE BOX IN ASPHALT	2 EA	250.00	500.00	340.00	680.00	370.60	741.20	0.00	0.00
157	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET	1 EA	500.00	500.00	596.00	596.00	649.64	649.64	0.00	0.00
158	CATCH BASIN TYPE 1	2 EA	1,800.00	3,600.00	1,980.00	3,960.00	2,158.20	4,316.40	0.00	0.00
159	CATCH BASIN TYPE 4	1 EA	2,200.00	2,200.00	1,991.00	1,991.00	2,170.19	2,170.19	0.00	0.00
160	WSDOT GRATE INLET TYPE 1	1 EA	2,000.00	2,000.00	1,996.00	1,996.00	2,175.64	2,175.64	0.00	0.00
161	FRAME AND GRATE FOR CATCH BASIN OR GRATE INLET	3 EA	500.00	1,500.00	1.00	3.00	1.09	3.27	0.00	0.00
162	CONNECT 10-12 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	3 EA	800.00	2,400.00	338.00	1,014.00	368.42	1,105.26	0.00	0.00
163	CONNECT 18-24 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	5 EA	1,000.00	5,000.00	800.00	4,000.00	872.00	4,360.00	0.00	0.00
164	MANHOLE TEST	3 EA	550.00	1,650.00	430.00	1,290.00	468.70	1,406.10	0.00	0.00
165	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	1511 CY	80.00	120,880.00	60.00	90,660.00	178.76	270,106.36	0.00	0.00
166	TRENCH SAFETY SYSTEM	1 LS	*****	4,300.00	*****	52,000.00	*****	56,680.00	*****	0.00
167	PLUGGING EXISTING PIPE	7 EA	700.00	4,900.00	35.00	245.00	38.15	267.05	0.00	0.00
168	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	1,200.00	*****	1,308.00	*****	0.00
169	ENCASE WATER/SEWER AT CROSSINGS	1 EA	500.00	500.00	600.00	600.00	654.00	654.00	0.00	0.00
170	CLEANING EXISTING SANITARY SEWER	1 LS	*****	2,000.00	*****	1,557.00	*****	1,697.13	*****	0.00
171	REMOVE AND REPLACE FIRE HYDRANT	1 EA	3,000.00	3,000.00	4,839.00	4,839.00	5,274.51	5,274.51	0.00	0.00
172	TRENCH EXCAVATION FOR WATER SERVICE TAP	1 LS	*****	2,000.00	*****	450.00	*****	490.50	*****	0.00
173	TAP & METER APPLICATION FEE	1 LS	*****	4,000.00	*****	4,000.00	*****	4,000.00	*****	0.00

<i>Project Number:</i> 2011085			<i>Engineer's Estimate</i>		Garco Construction Inc		Contractors Northwest Inc			
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174	CSO FACILITY WATER SUPPLY & BACKFLOW PREVENTER ASSEMBLY	1 LS	*****	25,000.00	*****	16,310.00	*****	17,777.90	*****	0.00
175	SANITARY SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	453 LF	90.00	40,770.00	120.00	54,360.00	130.80	59,252.40	0.00	0.00
176	SANITARY SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	506 LF	150.00	75,900.00	300.00	151,800.00	327.00	165,462.00	0.00	0.00
177	SANITARY SEWER PIPE 27 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	65 LF	180.00	11,700.00	130.00	8,450.00	141.70	9,210.50	0.00	0.00
178	SANITARY SEWER PIPE 30 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	31 LF	200.00	6,200.00	270.00	8,370.00	294.30	9,123.30	0.00	0.00
179	MAINTENANCE OF SEWER SERVICE	1 LS	*****	40,000.00	*****	30,853.00	*****	33,629.77	*****	0.00
180	FLOW CONTROL DEVICES & CONTROLS	1 LS	*****	180,000.00	*****	145,500.00	*****	143,560.00	*****	0.00
181	DETENTION TANK APPURTENANCES	1 LS	*****	170,000.00	*****	150,000.00	*****	121,075.00	*****	0.00
182	ESC LEAD	1 LS	*****	1,500.00	*****	950.00	*****	1,635.00	*****	0.00
183	STABILIZED CONSTRUCTION ENTRANCE	80 SY	20.00	1,600.00	17.50	1,400.00	19.08	1,526.40	0.00	0.00
184	INLET PROTECTION	13 EA	75.00	975.00	80.00	1,040.00	87.20	1,133.60	0.00	0.00
185	SILT FENCE	620 LF	3.50	2,170.00	5.00	3,100.00	5.45	3,379.00	0.00	0.00
186	TOPSOIL TYPE A, 8 INCH THICK	640 SY	10.00	6,400.00	12.50	8,000.00	13.63	8,723.20	0.00	0.00
187	HYDROSEEDING	4160 SY	2.00	8,320.00	0.85	3,536.00	0.93	3,868.80	0.00	0.00
188	SOD INSTALLATION	640 SY	9.00	5,760.00	9.00	5,760.00	9.81	6,278.40	0.00	0.00
189	CONSTRUCT BIO-INFILTRATION SWALE	632 SY	8.00	5,056.00	6.50	4,108.00	7.09	4,480.88	0.00	0.00
190	CEMENT CONCRETE CURB	1847 LF	16.00	29,552.00	11.40	21,055.80	12.43	22,958.21	0.00	0.00

<i>Project Number:</i> 2011085			<i>Engineer's Estimate</i>		Garco Construction Inc		Contractors Northwest 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 01</i>					Not Public Street Improvement					
191	CEMENT CONC. CURB AND GUTTER	25 LF	20.00	500.00	35.00	875.00	32.70	817.50	0.00	0.00
192	CEMENT CONCRETE DRIVEWAY	54 SY	44.00	2,376.00	60.00	3,240.00	35.97	1,942.38	0.00	0.00
193	CEMENT CONCRETE DRIVEWAY TRANSITION	10 SY	44.00	440.00	60.00	600.00	35.97	359.70	0.00	0.00
194	BEAM GUARDRAIL TYPE 1	137 LF	80.00	10,960.00	55.00	7,535.00	28.34	3,882.58	0.00	0.00
195	MODIFY FENCING	1 LS	*****	3,200.00	*****	2,000.00	*****	2,725.00	*****	0.00
196	TEMPORARY CONSTRUCTION FENCING (6 FOOT HIGH CYCLONE)	1120 LF	5.00	5,600.00	3.00	3,360.00	2.34	2,620.80	0.00	0.00
197	CEMENT CONC. SIDEWALK	80 SY	35.00	2,800.00	45.00	3,600.00	27.25	2,180.00	0.00	0.00
198	LIGHT LOOSE RIPRAP WITH CONCRETE	27 CY	75.00	2,025.00	121.33	3,275.91	95.92	2,589.84	0.00	0.00
199	ELECTRICAL EQUIPMENT	1 LS	*****	135,000.00	*****	89,945.00	*****	98,040.05	*****	0.00
200	ELECTRICAL & MECHANICAL EQUIPMENT STARTUP SERVICES	1 LS	*****	10,000.00	*****	5,000.00	*****	1,090.00	*****	0.00
201	PAVEMENT MARKING PAINT	57 SF	5.00	285.00	3.00	171.00	3.27	186.39	0.00	0.00
202	PERMANENT DOT LANE MARKER 4X6	12 EA	7.00	84.00	16.50	198.00	17.99	215.88	0.00	0.00
203	REINFORCED DOWELED CURB	201 LF	15.00	3,015.00	10.00	2,010.00	10.90	2,190.90	0.00	0.00
204	TRAFFIC ISLAND CONCRETE	67 SY	35.00	2,345.00	40.00	2,680.00	39.24	2,629.08	0.00	0.00
205	VEHICLE GATE ASSEMBLY	1 LS	*****	3,500.00	*****	3,452.00	*****	3,815.00	*****	0.00
206	VENTILATION AND ODOR CONTROL EQUIPMENT	1 LS	*****	190,000.00	*****	350,000.00	*****	202,102.00	*****	0.00
207	FINAL SITE PREPARATION	1 LS	*****	10,000.00	*****	5,046.00	*****	5,511.04	*****	0.00
<i>Schedule Totals</i>				3,572,749.00		4,102,500.43		4,846,155.64		0.00

Project Number 2011085 CSO 33-2

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	3,572,749.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,572,749.00
2KG Contractors Inc	3,716,976.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,716,976.45
Halme Construction Inc	3,928,206.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,928,206.81
Clearwater Constructio	4,001,562.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,001,562.60
Garco Construction Inc	4,102,500.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,102,500.43
Contractors Northwest I	4,846,155.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,846,155.64

Low Bid Contractor: 2KG Contractors Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$4,040,353.39	\$3,883,578.16	4.04	% Over Estimate
Bid Totals	\$4,040,353.39	\$3,883,578.16	4.04	% Over Estimate

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

06/16/2014

Date Rec'd

6/4/2014

Clerk's File #

OPR 2014-0450

Renews #**Submitting Dept**

ASSET MANAGEMENT

Cross Ref #**Contact Name/Phone**

DAVE STEELE 625-6064

Project #

2004062

Contact E-Mail

DSTEELE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

5900-PROPERTY EXCHANGE-HITE CRANE

Agenda Wording

Real Property Purchase, Sale and Exchange Agreement between Oldcastle Precast, Inc. successor-in-interest to CPM Development Corp. dba Central Premix Concrete Company and Central Pre-Mix Prestress Company, and the City of Spokane.

Summary (Background)

As part of the acquisition of right-of-way for the Havana Street Bridge the City required property from Central Premix. This exchange agreement was a condition of settling the terms of condemnation with Central Premix for that needed right-of-way. Completion of this exchange will result in a refund of \$400,000 to the City of Spokane. These dollars were paid by the City to Central Premix for use and possession of their property during the construction of the Bridge.

Fiscal Impact**Budget Account**

Revenue \$ 400,000.00

3200 94991 99999 39510 99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

WERNER, MICHAEL

Study Session**Division Director**

QUINTRALL, JAN

Other

PCED 6/2/14

Finance

LESESNE, MICHELE

Distribution List**Legal**

RICHMAN, JAMES

lhattenburg@spokanecity.org

For the Mayor

SANDERS, THERESA

mhughes@spokanecity.org

Additional Approvals

dsteele@spokanecity.org

Purchasing

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pdolan@spokanecity.org

mlesesne@spokanecity.org

REAL PROPERTY PURCHASE, SALE, AND EXCHANGE AGREEMENT

This Agreement is entered into as of April _____, 2014 (the "Effective Date"), by and between OLDCASTLE PRECAST, INC., a Washington corporation, successor-in-interest to CPM Development Corporation, a Washington corporation, d/b/a/ CENTRAL PRE-MIX CONCRETE CO, and CENTRAL PRE-MIX PRESTRESS CO. ("OP"), and the CITY OF SPOKANE, a Washington municipal corporation ("City"), collectively the "parties".

RECITALS

1. In connection with the City's participation in the construction of the Havana Street Bridge project, the parties previously entered into the following agreements: (i) Possession and Use Agreement dated on or about June 9, 2009, as amended by the First Addendum to Possession and Use Agreement, dated January 26, 2012 (collectively, the "Possession and Use Agreement"); and (ii) Memorandum of Understanding, dated January 13, 2012 (the "MOU").

2. Pursuant to the Possession and Use Agreement, the City tendered Four Hundred Nine Thousand One Hundred and 00/100 Dollars (\$409,100.00) to OP for early use and possession of certain property owned by OP and needed for construction of the Havana Street Bridge project.

3. Pursuant to the MOU, the parties contemplated a future agreement between the parties under which the parties would exchange ownership of certain properties, and under which OP would return the \$409,100.00 to the City.

4. This Agreement is the future agreement contemplated by the parties in the MOU.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for valuable consideration, the receipt and sufficiency of which is acknowledged, OP and City agree as follows:

1. Sale of OP Property to City. Subject to the terms of this Agreement, OP agrees to sell, transfer, convey and deliver to City and City agrees to take from OP, certain real property, consisting of approximately 34,927 square feet, situated on the 1200 Block of N. Havana Street, City of Spokane Valley, County of Spokane, State of Washington, and legally described in Exhibit "A" hereto, together with all of OP's right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation, all minerals, oils, gas and other hydrocarbon substances on and under the real property as well as all development rights, air rights, water rights, water and water stock relating to the real property and any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "OP Property").

2. Sale of City Property to OP. Subject to the terms of this Agreement, City agrees to sell, transfer, convey and deliver to OP and OP agrees to take from City, certain real property, consisting of approximately 99,148 square feet, situated at 4323 East Broadway Avenue, in the City of Spokane Valley, County of Spokane, State of Washington, and legally described in Exhibit "B" hereto, together with all of City's right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation, all minerals, oils, gas and other hydrocarbon substances on and under the real property as well as all development rights, air rights, water rights, water and water stock relating to the real property and any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "City Property").

3. Purchase Price. OP shall pay the City Four Hundred Nine Thousand One Hundred and 00/100 Dollars (\$409,100.00) in cash through escrow at closing, which is the amount tendered to OP by the City in connection with the Possession and Use Agreement between the parties. The Parties hereby agree that the reciprocal transfers and conveyances of interests in real property, as identified in Sections 1 and 2 above, together with the money to be paid to the City by OP at closing, provide sufficient consideration for the mutual transfers contemplated by the terms of this Agreement. OP hereby acknowledges that it is entering this Agreement in lieu of City exercising its powers of condemnation and with full knowledge of OP's entitlement to receive just compensation for the OP Property. Except as previously agreed by the parties pursuant to the Possession and Use Agreement and MOU, and subject to its rights of termination under this Agreement, OP, on behalf of itself and any lessee on the Property, waives any rights to which OP or any of OP's lessees might be entitled under Chapters 8.12 and 8.26 RCW, including, without limitation, the right to

relocation assistance. OP expressly agrees to indemnify the City against any and all claims, demands, or actions for just compensation and/or relocation assistance that may be brought against the City by OP or anyone on OP's behalf, including any lessees on the Premises, arising directly or indirectly from the City's acquisition of the OP Property.

4. Title to the Property.

4.1 Conveyance of OP Property. At closing OP shall convey to City fee simple title to the OP Property by a duly executed and acknowledged statutory warranty deed (the "OP Deed"), free and clear of all defects and encumbrances and subject only to those exceptions that City approves pursuant to Section 4.2 below (the "Permitted Exceptions").

4.2 Preliminary Commitment for OP Property. Within three (3) days of the Effective Date, City shall order a preliminary commitment for an owner's standard coverage policy of title insurance (or, at City's election, an owner's extended coverage policy of title insurance) related to the OP Property in the amount of Four Hundred Nine Thousand One Hundred and 00/100 Dollars (\$409,100.00) to be issued by the Title Company and accompanied by copies of all documents referred to in the commitment (the "OP Preliminary Commitment"). City shall advise OP by written notice of the exceptions to title, if any, that are disapproved by City ("Disapproved Exceptions") within fifteen (15) days of receipt of the OP Preliminary Commitment and legible copies of all exceptions to title shown in the OP Preliminary Commitment. All monetary encumbrances other than nondelinquent ad valorem property taxes will be deemed to be disapproved. OP will have ten (10) days after receipt of City's notice to give City notice that (i) OP will remove Disapproved Exceptions or (ii) OP elects not to remove Disapproved Exceptions. If OP fails to give City notice before the expiration of the ten (10) day period, OP will be deemed to have elected not to remove Disapproved Exceptions. Notwithstanding anything to the contrary in this Agreement, OP shall remove from title on or before the Closing Date all monetary encumbrances other than those approved by City.

If OP elects not to remove any nonmonetary Disapproved Exemptions, City will have until the expiration of the Feasibility Study Period to notify OP of City's election either to proceed with the purchase and take the OP Property subject to those exceptions, or to terminate this Agreement. If OP gives notice that it will cause one or more nonmonetary exceptions to be removed but fails to remove any of them from title on or before the Closing Date, City will have the right to either (i) elect to terminate this Agreement by written notice to OP or (ii) proceed with the purchase and take the OP Property subject to those exceptions. If City elects to terminate this Agreement under this Section 4.2,

the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement. If this Agreement is terminated through no fault of OP, then OP and City shall share equally any costs of terminating the escrow and any cancellation fee for the OP Preliminary Commitment and City Preliminary Commitment.

4.3 City Title Policy. OP shall cause Title Company, at OP's expense, to issue to City at closing a standard coverage owner's policy of title insurance insuring City's title to the OP Property in the amount of Four Hundred Nine Thousand One Hundred and 00/100 Dollars (\$409,100.00) subject only to the Permitted Exceptions (the "City Title Policy"). Any endorsements or extended coverage desired by City will be at City's sole expense. The City Title Policy must be dated as of the Closing Date.

4.4 Conveyance of City Property. At closing City shall convey to OP fee simple title to the City Property by a duly executed and acknowledged statutory warranty deed (the "City Deed"), free and clear of all defects and encumbrances and subject only to those exceptions that OP approves pursuant to Section 4.5 below (the "Permitted Exceptions").

4.5 Preliminary Commitment for City Property. Within three (3) days of the Effective Date, OP shall order a preliminary commitment for an owner's standard coverage policy of title insurance (or, at OP's election, an owner's extended coverage policy of title insurance) related to the City Property in the amount of Four Hundred Nine Thousand One Hundred and 00/100 Dollars (\$409,100.00) to be issued by the Title Company and accompanied by copies of all documents referred to in the commitment (the "City Preliminary Commitment"). OP shall advise City by written notice of the exceptions to title, if any, that are disapproved by OP ("Disapproved Exceptions") within fifteen (15) days of receipt of the City Preliminary Commitment and legible copies of all exceptions to title shown in the City Preliminary Commitment. All monetary encumbrances other than nondelinquent ad valorem property taxes will be deemed to be disapproved. City will have ten (10) days after receipt of OP's notice to give OP notice that (i) City will remove Disapproved Exceptions or (ii) City elects not to remove Disapproved Exceptions. If City fails to give OP notice before the expiration of the ten (10) day period, City will be deemed to have elected not to remove Disapproved Exceptions. Notwithstanding anything to the contrary in this Agreement, City shall remove from title on or before the Closing Date all monetary encumbrances other than those approved by OP.

If City elects not to remove any nonmonetary Disapproved Exemptions, OP will have until the expiration of the Feasibility Study Period to notify City of OP's election either to proceed with the purchase and take the City Property subject to those exceptions, or to terminate this Agreement. If City gives notice that it will cause one or more nonmonetary exceptions to be removed but fails to remove any of them from title on or before the Closing Date, OP will have the right to either (i) elect to terminate this Agreement by written notice to City or (ii) proceed with the purchase and take the City Property subject to those exceptions. If OP elects to terminate this Agreement under this Section 4.5, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement. If this Agreement is terminated through no fault of City, then OP and City shall share equally any costs of terminating the escrow and any cancellation fee for the City Preliminary Commitment and OP Preliminary Commitment.

4.6 OP Title Policy. City shall cause Title Company, at City's expense, to issue to OP at closing a standard coverage owner's policy of title insurance insuring OP's title to the City Property in the amount of Four Hundred Nine Thousand One Hundred and 00/100 Dollars (\$409,100.00) subject only to the Permitted Exceptions (the "OP Title Policy"). Any endorsements or extended coverage desired by City will be at City's sole expense. The OP Title Policy must be dated as of the Closing Date.

5. Conditions to Closing.

5.1 Feasibility Study.

5.1.1 Environmental Studies and Clean-up. The City previously contracted with TechCon, Inc., an environmental consulting firm, to conduct a Phase I Environmental Site Assessment (ESA) on the City Property. Following completion of the Phase I ESA, the focus of TechCon's work on the City Property changed to a Phase II which focused on collection and evaluation of soil samples ("Phase II"). When the Phase II work was complete, the focus of work changed to a remedial action ("Phase III"). The City also contracted with TechCon to perform a Good Faith Asbestos Inspection on the City Property. The City has provided OP with copies of the following reports prepared by TechCon, relating to the City Property: (i) Phase I Environmental Site Assessment Report for 4323 East Broadway Avenue, Spokane Valley, WA, prepared for City of Spokane, December 18, 2009; (ii) Good Faith Asbestos Inspection Report, Hite Crane Buildings, 4323 East Broadway Avenue, Spokane, WA, February 24, 2012; and (iii) Site Characterization and

Contaminated Soil Remediation Report, at Hite Crane, 4323 East Broadway Ave., Spokane, WA, August 29, 2013 (collectively, the "Environmental Reports"). Following completion of the Environmental Reports, the City retained TechCon to assist the City in applying to the Department of Ecology for a no further action letter by way of the Voluntary Cleanup Program, which letter was issued on December 23, 2013 by the Department of Ecology (the "NFA Letter").

5.1.2 Thirty-day period. During the period ending on the date which is thirty (30) days following the Effective Date (the "Feasibility Study Period"), OP may conduct a review with respect to the City Property and satisfy itself with respect to the condition of and other matters related to the City Property and its suitability for OP's intended use (the "Feasibility Study"). The Feasibility Study may include all inspections and studies OP deems necessary or desirable, in its sole discretion. OP and OP's agents, representatives, consultants, architects and engineers will have the right, from time to time, during the Feasibility Study Period to enter onto the City Property and make borings, drive test piles and conduct any other test and studies that may be necessary or desirable to ascertain the condition and suitability of the City Property for OP's intended use. Such tests and inspections are to be performed in a manner not disruptive to tenants or to the operation of the City Property. OP shall protect, defend and indemnify City from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released.

5.1.3 Termination of Agreement. OP will have the right to terminate this Agreement if, in OP's good faith judgment, the City Property is not suitable for OP's intended use or does not meet OP's intended investment objectives. OP's right to terminate must be exercised by delivering written notice of its election to City on or before the expiration of the Feasibility Study Period. In the event OP does not complete the purchase, OP shall return the City Property as near as is practicable to its original condition. If OP terminates this Agreement pursuant to this Section 5.1.3, this Agreement will terminate, and OP and City will be released from all further obligation or liability hereunder, all documents and other funds will be returned to the party who deposited them, and OP and City shall share equally any costs of terminating the escrow and any cancellation fee for the OP Preliminary Commitment and City Preliminary Commitment.

5.1.4 Boundary Line Adjustments. The parties acknowledge that the OP Property is comprised of portions of assessor's parcel nos. 35142.9079 and 35142.9077 and that in order for OP to legally convey the OP Property to

City that a boundary line adjustment application will need to be filed by OP with the City. OP agrees to apply for and pursue the approvals for the boundary line adjustments necessary for OP to convey the OP Property to City. City agrees to cooperate and coordinate with OP in applying for and pursuing such boundary line adjustments. In connection with any boundary line adjustment application filed by OP pursuant to this Agreement, City agrees to pay (or waive) all filing fees and to bear all costs to obtain any required survey and/or drawing.

5.2 OP's contingencies. OP's obligation to purchase the City Property is expressly contingent upon the following:

5.2.1 Feasibility Study. OP's approval, prior to expiration of the Feasibility Study Period, of the suitability of the City Property as a result of the Feasibility Study;

5.2.2 Title Policy. OP's receipt of Title Company's firm commitment to issue, upon closing, the OP Title Policy.

5.2.3 Escrow Deliveries. City's satisfaction of its delivery obligations under Section 7.2 of this Agreement.

5.2.4 Concurrent Closing. The simultaneous closing of the City's purchase of the OP Property.

The foregoing conditions contained in Section 5.2 are collectively referred to in this Agreement as "OP's Contingencies."

5.3 Satisfaction/waiver of OP's Contingencies. OP's Contingencies are solely for the benefit of OP. The parties shall diligently attempt to timely satisfy all of OP's Contingencies. If any of OP's Contingencies are not timely satisfied, OP will have the right at its sole election either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If OP elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that the City shall pay the cost of terminating the escrow.

5.4 City's contingencies. City's obligation to purchase the OP Property is expressly contingent upon the following:

5.4.1 Title Policy. City's receipt of Title Company's firm commitment to issue, upon closing, the City Title Policy; and

5.4.2 Escrow Deliveries. OP's satisfaction of its delivery obligations under Section 7.1 of this Agreement.

5.4.3 Insurance. City's receipt of an insurance policy satisfactory to the City, in its sole discretion, insuring the City's obligations under Section 10 (including its subparts) of this Agreement.

5.4.4 Concurrent Closing. The simultaneous closing of OP's purchase of the City Property.

The foregoing conditions contained in Section 5.4 are collectively referred to in this Agreement as "City's Contingencies."

5.5 Satisfaction/waiver of City's Contingencies. City's Contingencies are solely for the benefit of City. The parties shall diligently attempt to timely satisfy all of the City's Contingencies. If any of City's Contingencies are not timely satisfied, City will have the right at its sole election either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If City elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that the City shall pay the cost of terminating the escrow.

6. Closing Date. This transaction will be closed in escrow by Inland Professional Title, 25 W. Cataldo, Suite B, Spokane, WA 99201, (the "Title Company") acting as escrow agent ("Escrow Agent"). The closing will be held at the offices of the Title Company within thirty (30) days after the end of the Feasibility Study Period (the "Closing Date"). The parties anticipate the Closing Date will be on or before June 1, 2014, and in any event the Closing Date shall be no later than 5:00 p.m. Pacific Time, on June 15, 2014. If closing does not occur on or before June 15, 2014, or any later date mutually agreed to in writing by OP and City, Escrow Agent will immediately terminate the escrow and return all documents to the party that deposited them.

7. Closing.

7.1 OP's Escrow Deposits. On or before the Closing Date, OP shall deposit into escrow the following:

7.1.1 the duly executed and acknowledged OP Deed;

7.1.2 a duly executed and acknowledged Real Estate Tax Affidavit;

7.1.3 cash in an amount of Four Hundred Nine Thousand One Hundred and 00/100 Dollars (\$409,100.00), plus OP's share of closing costs;

7.1.4 any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered; and

7.1.5 keys to the OP Property, if any.

7.2 City's Escrow Deposits. On or before the Closing Date, City shall deposit into escrow the following:

7.2.1 the duly executed and acknowledged City Deed;

7.2.2 cash in an amount sufficient to pay the City's share of closing costs;

7.2.3 a duly executed and completed real estate excise tax affidavit;

7.2.4 any other documents, instruments, records, correspondence and agreements called for hereunder that have not previously been delivered; and

7.2.5 keys to the City Property, if any.

7.3 Additional Instruments and Documentation. OP and City shall each deposit any other instruments and documents that are reasonably required by Escrow Agent or otherwise required to close the escrow and consummate the purchase and sale of the OP Property and City Property in accordance with this Agreement.

7.4 Closing Costs.

7.4.1 OP's Costs. OP shall pay the premium for the City Title Policy, the cost of recording the City Deed, State of Washington real estate excise taxes applicable to the transfer of the City Property, if any, and one-half of Title Company's escrow fee. It is understood between the parties that pursuant to WAC 458-61A-205 the transfer of the City Property will be exempt from the Washington State real estate excise tax, and City agrees to cooperate with OP in executing such documents as are required to qualify OP for such exemption.

7.4.2 City's Costs. City shall pay the premium for the OP Title Policy, the cost of recording the OP Deed, State of Washington real estate excise taxes applicable to the transfer of the OP Property, if any, and one-half of Title Company's escrow fee. It is understood between the parties that pursuant to WAC 458-61A-206 the transfer of the OP Property will be exempt from the Washington State real estate excise tax, and OP agrees to cooperate with City in executing such documents as are required to qualify City for such exemption.

7.5 Foreign Investment in Real Property Tax Act. The parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder (the "Regulations"). If OP is not a "foreign person" (as defined in the Regulations), OP shall deliver to City through escrow a nonforeign certificate as prescribed by the Regulations, properly executed and in form and content satisfactory to City.

8. Adjustments and Prorations. The following adjustments and prorations will be made as of the Closing Date:

8.1 Property Taxes. All property taxes payable in the year of closing and assessments approved by the parties, if any, will be prorated as of the Closing Date.

8.2 Utilities. All gas, electric and other utility charges will be prorated as of the Closing Date.

9. Representations and Warranties.

9.1 OP's Representations and Warranties. OP represents and warrants to City as follows:

9.1.1 OP has full power and authority to convey the OP Property to City.

9.1.2 OP is a corporation duly organized and validly existing under the laws of the state of Washington. This Agreement and all documents executed by OP that are to be delivered to City at closing are, or at the time of closing will be: (i) duly authorized, executed and delivered by OP; (ii) legal, valid and binding obligations of OP; and (iii) in compliance with all provisions of all agreements and judicial orders to which OP is a party or to which OP or all or any portion of the OP Property is subject.

9.1.3 OP is not a foreign person as defined in Section 1445 of the Internal Revenue Code.

9.1.4 All of the representations, warranties and covenants of OP contained in this Agreement are true and correct as of the Effective Date and as of the Closing Date and will survive the closing of the transaction contemplated by this Agreement.

Except as specifically provided in this Agreement, OP makes no warranty or representation, express or implied, with respect to the condition of the OP Property or its suitability for any particular purpose.

9.2 City's Representations and Warranties. City represents and warrants to OP as follows:

9.2.1 City has full power and authority to convey the City Property to OP.

9.2.2 City is a Washington municipal corporation validly existing under the laws of the state of Washington. This Agreement and all documents executed by City that are to be delivered to OP at closing are, or at the time of closing will be, (i) duly authorized, executed and delivered by City, (ii) legal, valid and binding obligations of City, (iii) sufficient to convey title (if they purport to do so), and (iv) in compliance with all provisions of all agreements and judicial orders to which City is a party or to which City or all or any portion of the City Property is subject.

9.2.3 City is not a foreign person as defined in Section 1445 of the Internal Revenue Code.

9.2.4 All of the representations, warranties and covenants of City contained in this Agreement are true and correct as of the Effective Date and as of the Closing Date and will survive the closing of the transaction contemplated by this Agreement.

Except as specifically provided in this Agreement, City makes no warranty or representation, express or implied, with respect to the condition of the OP Property or its suitability for any particular purpose.

10. Hazardous Materials.

10.1 Definitions.

10.1.1 "Environment." The term "Environment" means soil, land surface or subsurface strata, surface waters (including navigable waters and ocean waters), groundwaters, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

10.2.1 "Environmental Laws." The term "Environmental Laws" means any Legal Requirement that requires or relates to:

(a) advising appropriate authorities, employees or the public of intended or actual Releases of pollutants or hazardous substances or materials, violations of discharge limits or other prohibitions and the commencement of activities, such as resource extraction or construction, that could have significant impact on the Environment;

(b) preventing or reducing to acceptable levels the Release of pollutants or hazardous substances or materials into the Environment;

(c) reducing the quantities, preventing the Release or minimizing the hazardous characteristics of wastes that are generated;

(d) assuring that products are designed, formulated, packaged and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of;

(e) protecting resources, species or ecological amenities;

(f) reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil or other potentially harmful substances;

(g) cleaning up pollutants that have been Released, preventing the Threat of Release or paying the costs of such clean up or prevention;

(h) making responsible parties pay private parties, or groups of them, for damages done to their health or the Environment or permitting self-appointed representatives of the public interest to recover for injuries done to public assets; or

(i) obtaining any permit or other authorization from an applicable governmental body for the generation, transportation, treatment, storage or disposal of a Hazardous Material.

10.1.2 "Environmental, Health and Safety Liabilities." The term "Environmental, Health and Safety Liabilities" means any cost, damages, expense, liability, obligation or other responsibility arising from or under any Environmental Law or Occupational Safety and Health Law, including those consisting of or relating to:

(a) any environmental, health or safety matter or condition (including on-site or off-site contamination, occupational safety and health and regulation of any chemical substance or product);

(b) any fine, penalty, judgment, award, settlement, legal or administrative proceeding, damages, loss, claim, demand or response, remedial or inspection cost or expense arising under any Environmental Law or Occupational Safety and Health Law;

(c) financial responsibility under any Environmental Law or Occupational Safety and Health Law for cleanup costs or corrective action, including any cleanup, removal, containment or other remediation or response actions ("Cleanup") required by any Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Body or any other Person) and for any natural resource damages; or

(d) any other compliance, corrective or remedial measure required under any Environmental Law or Occupational Safety and Health Law.

The terms "removal," "remedial" and "response action" include the types of activities covered by the United States Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA").

10.1.3 "Hazardous Activity." The term "Hazardous Activity" means the disposal, distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Material in, on, under, about or from the City Property or any part thereof into the Environment and any other act, business, operation or thing that increases the danger, or risk of danger, or poses an unreasonable risk of harm, to persons or property on or off the City Property.

10.1.4 "Hazardous Material." The term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not

limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. Sec. 172.10) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) or the Model Toxics Control Act (Chs. 70.105D RCW, 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes which are or become regulated or subject to cleanup authority under any Environmental Laws.

10.1.5 "Legal Requirement." The term "Legal Requirement" means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty.

10.1.6 "Occupational Safety and Health Law." The term "Occupational Safety and Health Law" means any Legal Requirement designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, including the Occupational Safety and Health Act, and any program, whether governmental or private (such as those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

10.1.7 "Person." The term "Person" means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a governmental body.

10.1.7 "Release." The term "Release" means any release, spill, emission, leaking, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching or migration on or into the Environment or into or out of any property.

10.1.8 "Threat of Release." The term "Threat of Release" means a reasonable likelihood of a Release that may require action in order to prevent or mitigate damage to the Environment that may result from such Release.

10.2 Environmental Reports; No Representations.

10.2.1 The City has delivered to OP true and complete copies and results of any reports, studies, analyses, tests, or monitoring possessed or

initiated by City pertaining to Hazardous Materials or Hazardous Activities in, on, or under the City Property, or concerning compliance, by City or any other Person for whose conduct it is or may be held responsible, with Environmental Laws. The City makes no representations or warranties whatsoever regarding the physical condition of the City Property, including without limitation, representations or warranties regarding the presence of Hazardous Materials and/or Hazardous Activities on the City Property and/or the City Property's compliance with Environmental Laws.

10.2.2 OP makes no representations or warranties whatsoever regarding the physical condition of the OP Property, including without limitation, representations or warranties regarding the presence of Hazardous Materials and/or Hazardous Activities on the OP Property and/or the OP Property's compliance with Environmental Laws.

10.3 Environmental Inspection. During the Feasibility Study Period, OP will have the right to take soil and water samples (including groundwater samples) from the City Property, and to test and analyze those samples to determine the extent of any contamination of the soils and water (including groundwater) on or about the City Property. If, based on the results of those inspections and/or tests, OP determines that the condition of the City Property is unsatisfactory or if OP believes that its ownership of the City Property would expose OP to undue risks of government intervention or third-party liability, then OP may in its sole discretion elect to terminate this Agreement, in which event OP and City will be released from all further obligation or liability hereunder, all documents and other funds will be returned to the party who deposited them, and OP and City shall share equally any costs of terminating the escrow and any cancellation fee for the OP Preliminary Commitment and City Preliminary Commitment.

10.4 Indemnification of Environmental Matters. City shall protect, defend, indemnify, and hold harmless OP, its affiliates and their respective officers, directors, shareholders, employees, tenants, agents, successors and assigns (collectively, the "Indemnified Parties") for any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees and expenses) or diminution of value, whether or not involving a third-party claim (collectively, "Damages") (including costs of cleanup, containment or other remediation) arising from or in connection with:

(a) any Environmental, Health and Safety Liabilities arising out of or relating to: (i) the ownership or operation by any Person at any time on or prior to the Closing Date of the City Property, or (ii) any Hazardous Materials or

other contaminants that were present on City Property at any time on or prior to the Closing Date; or

(b) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any Person or any personal property in any way arising from or allegedly arising from any Hazardous Activity conducted by any Person on or about the City Property prior to the Closing Date or from any Hazardous Material that was (i) present or suspected to be present on or before the Closing Date on or at the City Property or (ii) Released or allegedly Released by any Person on or at the City Property at any time on or prior to the Closing Date.

OP will be entitled to control any remedial action or any other proceeding with respect to which indemnity may be sought under this Section 10.4.

10.5 Survival. Notwithstanding anything contained in this Agreement to the contrary, all warranties, representations and agreements contained in this Article 10 will survive the delivery and recordation of the transfer deeds for the OP Property and City Property and the Closing of the purchase and sale of such properties.

11. OP's Waiver of Right to Receive Disclosure Statement and Waiver of Right to Rescind. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, OP HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL".

City shall provide to OP the "Environmental" section of the Seller Disclosure Statement respecting the City Property during the Feasibility Study Period. OP further agrees that any information discovered by OP concerning the City Property shall not obligate City to prepare and deliver to OP a revised or updated Seller Disclosure Statement. OP hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information.

OP HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF OP THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY

CITY WILL NOT BE RELIED UPON BY OP, AND SHALL GIVE OP NO RIGHTS WITH RESPECT TO CITY OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO OP DURING THE FEASIBILITY STUDY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY CITY TO OP.

13. City's Waiver of Right to Receive Disclosure Statement and Waiver of Right to Rescind. PURSUANT TO RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010, City HEREBY WAIVES ITS RIGHT TO RECEIVE THE SELLER DISCLOSURE STATEMENT REFERRED TO THEREIN. THIS WAIVER DOES NOT EXTEND TO THE SECTION OF THE DISCLOSURE STATEMENT ENTITLED "ENVIRONMENTAL".

OP shall provide to City the "Environmental" section of the Seller Disclosure Statement respecting the OP Property during the Feasibility Study Period. City further agrees that any information discovered by City concerning the OP Property shall not obligate OP to prepare and deliver to City a revised or updated Seller Disclosure Statement. City hereby waives any right to receive an updated or revised Seller Disclosure Statement, regardless of the source of any new information.

CITY HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06, AS AMENDED BY CHAPTER 64, LAWS OF 2010. IT IS THE INTENT OF CITY THAT ANY SELLER DISCLOSURE STATEMENT PROVIDED BY OP WILL NOT BE RELIED UPON BY CITY, AND SHALL GIVE CITY NO RIGHTS WITH RESPECT TO OP OR UNDER THIS AGREEMENT. THIS WAIVER OF THE RIGHT TO RESCIND APPLIES TO THE SELLER DISCLOSURE STATEMENT PROVIDED TO CITY DURING THE FEASIBILITY STUDY PERIOD AND APPLIES PROSPECTIVELY TO ANY UPDATED OR REVISED SELLER DISCLOSURE STATEMENTS THAT MAY BE PROVIDED BY OP TO CITY.

14. Eminent Domain. This Agreement is being entered into by OP and the OP Property shall be conveyed by OP to City pursuant hereto under threat of eminent domain (condemnation).

15. Possession. OP shall deliver possession of the OP Property to City on the Closing Date. City shall deliver possession of the City Property to OP on the Closing Date.

16. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given

by Mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

OP: Attn: Brian Rhees, COO
Oldcastle Precast, Inc.
922 N. Carnahan
Spokane Valley, WA 99212

City: Attn: Legal Department
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

Any notice will be deemed to have been given, if personally delivered, when delivered, and if delivered by courier service, one business day after deposit with the courier service, and if mailed, two business days after deposit at any post office in the United States of America, and if delivered via facsimile, the same day as verified, provided that any verification that occurs after 5 p.m. on a business day, or at any time on a Saturday, Sunday or holiday, will be deemed to have occurred as of 9 a.m. on the following business day.

17. Brokers and Finders. Neither party has had any contact or dealings regarding any of the property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or a finder's fee as procuring cause of the purchase and sale contemplated by this Agreement. If any other broker or finder perfects a claim for a commission or finder's fee based upon any other contract, dealings or communication, the party through whom the broker or finder makes his or her claim will be responsible for that commission or fee and shall indemnify, defend and hold harmless the other party from and against any liability, cost or damages (including attorneys' fees and costs) arising out of that claim.

18. Amendments. This Agreement may be amended or modified only by a written instrument executed by OP and City.

19. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be

material and will survive the execution and delivery of this Agreement and the delivery of the deeds and transfer of title. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington and any action brought to enforce this agreement shall be heard in Spokane County.

21. Entire Agreement. This Agreement and the exhibits to it constitute the entire agreement between the parties with respect to the purchase and sale of the OP Property and City Property, and supersede all prior agreements and understandings between the parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth.

22. Assignment. OP may, without City's consent, assign its rights and obligations under this Agreement to any one or more entities owned by or controlled by OP. Except as provided in this Section, the parties may not assign their respective rights and obligations under this Agreement without the prior written consent of the other party. A permitted assignment of this Agreement will not relieve the assigning party of its obligations under this Agreement.

23. Attorney Fees. Each party shall pay its own legal fees relating to negotiation and drafting of this Agreement and the documents to be executed at closing. In addition, should any party to this Agreement bring any action against any other party related in any way to this Agreement, the prevailing party will be awarded its or their reasonable attorney fees and costs incurred for prosecution, defense, consultation, or advice in connection with such action. The provisions of this Section 23 will survive Closing or termination of this Agreement.

24. Time of the Essence. Time is of the essence of this Agreement.

25. Waiver. Neither OP's nor City's waiver of the breach of any covenant under this Agreement will be construed as a waiver of a subsequent breach of the same covenant.

26. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties,

and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

27. Governmental Approval. OP acknowledges and agrees that this Agreement does not bind the City of Spokane until it is signed by the Mayor or Chief Operating Officer following approval by the Spokane City Council in open public meeting.

28. Exhibits. The following exhibits are attached to and made a part of this Agreement by this reference.

Exhibit A	Legal Description of OP Property
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Exhibit B	Legal Description of City Property
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29. Counterpart Execution. This Agreement may be executed in several counterparts and transmitted via facsimile or other electronic transmission, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

[Signature Page Follows]

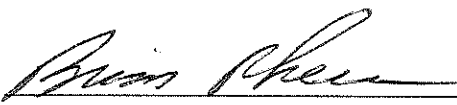
In witness whereof, the City and OP have signed this Agreement effective as of the date first hereinabove written.

CITY OF SPOKANE

By: _____
Mayor

Attest: _____
City Clerk

OLDCASTLE PRECAST, INC., a
Washington corporation

By:  _____
Brian Rhees, COO

Approved as to form:

Assistant City Attorney

Exhibit "A"

Legal Description of OP Property

That portion of the below described parcel, described as follows:

Commencing at the Intersection of the South line of Burlington Northern Railroad Right of Way and the East right of way line of Havana Street: Thence South 01°59'41" East, along said East right of way line, 209.46 feet to the POINT OF BEGINNING; thence continues South 01°59'41" East, along said East right of way line, 351.00 feet to a point that bears North 88°12'37" East, 30.00 feet; thence North 01°59'41" West, 390.00 feet from the West ¼ corner of said Section 14; Thence North 88°12'37" East, 175.22 feet; thence North 27°47'17" East, 91.99 feet; Thence South 88°12'37" West, 170.91 feet; thence North 01°59'41" West, 286.73 feet; Thence South 70°43'25" West, 52.37 feet, to the Point of Beginning.

Containing 29,789sf

Parent Parcel Assessor's Parcel No. 35142.9079

That part of the NW ¼ of Section 14, Township 25 North, Range 43 East, W M., in the City of Spokane Valley, Spokane County, Washington Lying South of the Southerly line of the Right of Way of the Northern Pacific Railway Company;

Except the Following described Tract:

Beginning at the Southeast Corner of Said Northwest Quarter; Thence North along the East line of said Northwest Quarter to the point of Intersection with the South line of Block 7, extended East, as shown on the Capitol Addition (now vacated), according to Plat recorded in Volume "F" of Plats, Page 17, in the Office of the Auditor of Spokane County; Thence West along said Extended Line and along the South line of said Block 7 and said line extended west to the Point of intersection with the west line of Chronicle Street (Formerly Sumner Street) as shown on the plat of said Capitol Addition; Thence South along the West line of said Chronicle Street and said line extended, to the point of intersection with the South line of said Northwest Quarter; thence East along the south line of said northwest quarter to the Place of Beginning;

Also Except the following described tract:

Beginning at the point of intersection of the Southerly line of the Right of Way of the Northern Pacific Railway Company with the West line of Carnahan Street

(formerly Leard Street); Thence South along the West line of said Carnahan Street 465.57 feet, Thence West on a line Parallel with the East and West Center line of Said Section 14, 600 feet; Thence North on a line parallel with and 630 feet Westerly, measured at Right Angles from the North and South Center line of Said Section 14, 275.78 feet More or Less, to the Southerly line of the Right of Way of the Northern Pacific Railway Company; Thence Northeasterly along the Southerly line of said Right of Way to the Place of Beginning;

Also Except a Strip of Land 200 feet wide extending across the northwest quarter of said Section 14, said strip lying between two lines parallel with and distance respectively 200 feet and 400 feet southeasterly, measured at Right Angles, from the Center Line of Main Track of the Northern Pacific Railway Company as originally constructed and operated, more particularly described as follows:

BEGINNING at the Intersection of the Southerly line of said Right of Way with the East line of Havana Street; Thence Northeasterly along said Right of Way, to a line parallel with and 630 feet West of the East line of said Northwest quarter; Thence due south to the south line of said right of way; Thence Southwesterly along said Right of Way to the East line of Havana Street; Thence North along the East line of Havana Street to the Point of Beginning;

Also Except the following described Tract:

Beginning at the point of intersection of the Southerly line of the Right of Way of the Northern Pacific Railway Company with the west line of Carnahan Street (formerly Leard Street); Thence South along the west line of said Carnahan Street 466.57 feet to the True Point of Beginning; Thence West on a line parallel with the East and west center line of said Section 14, 630 feet; Thence South along the west line of Chronicle Street extended to the center line of Cataldo Avenue; Thence East along said center line to its intersection with the West line of Carnahan Street; Thence North along the west line of said Carnahan Street to the True Point of Beginning;

Also Except the South 390 feet of the West 330 Feet;

Also Except Havana Street and Broadway Avenue.

That portion of the below described parcel, described as follows:

Commencing at the Intersection of the South line of Burlington Northern Railroad right of way and the East Right of way line of Havana Street thence

South 01°59'41" East, along said East right of way line 100.00 feet to the Point of Beginning; thence continue South 01°59'41" East along said East right of way line, 109.46 feet; Thence North 70°43'25" East 52 37 feet; Thence North 01°59'41" West, parallel to and 50.00 feet East of the East right of way line of Havana Street, 96.06 feet; thence South 85°32'26" West, 50.05 feet to the Point of Beginning.

Containing 5,138 square feet

Parent Parcel Assessor's Parcel No. 35142.9077

A portion of the Northwest Quarter of Section 14, Township 25, Range 43 East, W.M., in the City of Spokane Valley, Spokane County, Washington, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter; Thence North along said Section line 731.28 feet; Thence North 72°43' East 31.42 feet to the East line of Havana Street and the TRUE POINT OF BEGINNING; Thence North 72°43' East 428 10 feet; Thence South 87°31' West 409.16 feet to the East line of Havana Street; Thence South along the East line of 109.46 feet to the TRUE POINT OF BEGINNING.

Exhibit "B"

Legal Description of City Property

That portion of the Southwest quarter of the Northwest quarter of Section 14, Township 25 North, Range 43 East, W.M., in the City of Spokane Valley, Spokane County, Washington, described as follows:

BEGINNING at the intersection of the North line of Broadway Avenue and the East line of Havana Street;
Thence North 360 feet along the East line of Havana Street;
Thence East 300 feet;
Thence South 360 feet to the North line of Broadway Avenue;
Thence West 300 feet to the Point of Beginning.

Parcel Nos. 35142.9078 and 35142.9041

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

06/16/2014

Date Rec'd

6/4/2014

Clerk's File #

OPR 2014-0451

Renews #**Cross Ref #**

RES 2014-0065

Project #**Bid #****Requisition #**

VALUE BLANKET

Submitting Dept

WASTEWATER MANAGEMENT

Contact Name/Phone

DALE ARNOLD 625-7900

Contact E-Mail

DARNOLD@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

4320 SOLE SOURCE RESOLUTION WITH EVOQUA WATER TECHNOLOGIES

Agenda Wording

Sole Source Resolution and contract with Evoqua Water Technologies, LLC (Sarasota, FL) to provide Bioxide, a patented non hazardous chemical used to reduce and control odors and corrosion caused by the formation of Sulfides, for use at Northwest

Summary (Background)

In 1997, the Riverside Park Water Reclamation Facility conducted testing of Bioxide, a non-toxic solution, for odor control at the City's Northwest Terrace Pump Station. After successful testing, use of hazardous chlorine gas was discontinued and replaced with Bioxide. The department has been using Bioxide since that time. The department recently became aware that a product that may be similar to Bioxide is now on the market but testing needs to be performed to determine if the product would

Fiscal Impact

Expense \$ 48,131.18

Expense \$ 60,970.88

Expense \$ 68,241.99

Select \$

Budget Account

4320-43106-35148-53203

4320-43240-35148-53203

4320-43210-35148-53203

#

Approvals**Dept Head**

ARNOLD, DALE

Division Director

ROMERO, RICK

Finance

LESESNE, MICHELE

Legal

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

Council Notifications**Study Session****Other**

Public Works 03/24/14

Distribution List

pdolan@spokanecity.org

Tax & Licenses

Additional Approvals**Purchasing**

WAHL, CONNIE

emasingle@spokanecity.org

cwahl@spokanecity.org

mlesesne@spokanecity.org

sbowers@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Terrace Lift Station at \$2.51 per gallon for the first year and \$2.61 per gallon for the second year. Cost per year including tax is \$177,344.05 for the first year and \$184,409.55 for the second year, more or less, depending on usage. The contract term is from April 1, 2014 through March 31, 2016.

Summary (Background)

be effective. The department intends to arrange testing for the alternate product, as well as possible other remedies that have been proposed but cannot go into the summer without being certain of odor control.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

PURCHASE AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and EVOQUA WATER TECHNOLOGIES, whose address is 2650 Tallevast Road, Sarasota, Florida 34243, as "Vendor".

The parties agree as follows:

1. GOODS. The Vendor agrees to sell to the City the following described goods in accordance with the Vendor's quote dated February 17, 2014, subject to the terms and conditions herein:

BIOXIDE® FULL SERVICES ODOR CONTROL PROGRAM (FSOC)

2. AGREEMENT DOCUMENTS. This written Agreement, the request for bids / proposals other than as expressly excepted to in the Vendor's bid / proposal, and the Vendor's bid / proposal comprise the agreement documents, and are intended as the final expression of the parties' understandings. The Vendor's quote dated February 17, 2014 is attached hereto as Exhibit A. In the event of conflict between the agreement documents, the documents control in the order listed above.

3. TERM. The Agreement shall begin on April 1, 2014, and run through March 31, 2016, unless terminated earlier. This Agreement may be extended for THREE (3) additional ONE-YEAR terms, upon mutual written agreement of both parties.

4. COMPENSATION. The City will pay the Vendor the amounts according to the following schedule:

A. 4,000 Gallon Shipments @ \$2.51 per gallon, effective April 1, 2014 through March 31, 2015

B. 4,000 Gallon Shipments @ \$2.61 per gallon, effective April 1, 2015 through March 31, 2016

The above amounts include all taxes imposed by law except Washington State sales tax and federal excise tax, when these taxes are applicable, which will be paid by the City.

5. COMPENSATION. The City will pay the Vendor in accordance with the attached Exhibit A. The amounts listed include all taxes imposed by law except Washington State sales tax and federal excise tax, when these taxes are applicable, which will be paid by the City.

6. PAYMENT. The Vendor shall submit its application(s) for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. Payment will be made within thirty (30) days after receipt of the Vendor's application or receipt and acceptance of goods, whichever is later. If the City objects to all or any portion of the invoice, it shall notify the Vendor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

7. DELIVERY TIME. The Vendor shall deliver the goods by the delivery date requested by the City. If the goods are not delivered within the terms and established delivery time, the City may procure comparable goods from another source and the Vendor will be required to pay any differences in cost.

8. INSPECTION. All goods purchased are subject to inspection, test and approval at destination by the City, notwithstanding prior payments or inspections at the source. The City, without limitation to its other rights under this Agreement, may reject any goods that contain defective material or workmanship, do not meet the specifications, or otherwise do not conform to this Agreement. Defective goods or goods not in accordance with the City's specifications will be held for the Vendor's instructions and at the Vendor's risk and expense. The City reserves the right to inspect before shipment or during the process of manufacture, any goods on this Agreement.

9. OVERSHIPMENT. Quantities delivered by the Vendor in excess of that shown in this Agreement, if rejected, will be returned at the Vendor's risk and expense. Any excess quantities that the City accepts shall be the price stated in this Agreement.

10. WARRANTY. The Vendor expressly warrants that all goods furnished pursuant to this Agreement will be free from defects in material, workmanship and title. Further, the Vendor warrants all goods will conform to all applicable specifications, drawings, and shall be fit for its intended use and service.

11. TITLE. Title to the goods purchased under this Agreement remains with the Vendor until they are delivered to the City's delivery location.

12. RISK OF LOSS. The risk of any damage to or destruction of the goods will be borne by the Vendor at all times until delivery.

13. UNIFORM COMMERCIAL CODE. This Agreement is subject to the Uniform Commercial Code, Title 62A Revised Code of Washington.

14. TERMINATION.

A. Time is of the essence of this Agreement.

B. The City reserves the right to cancel this Agreement or any portion thereof without penalty in the event that deliveries are not made within the specified time, without

liability for deliveries previously made and accepted by the City.

- C. The City may also cancel this Agreement or any portion thereof without penalty if the Vendor breaches any of the Agreement terms.
- D. The City may cancel this Agreement or any portion thereof without penalty if the Vendor is adjudged bankrupt, files petition, application or other pleading seeking or consenting to any relief under the Bankruptcy Act, makes or attempts to make an assignment for the benefit of creditors, or to effect a plan of compromise with respect to its debts. All further obligations automatically terminate, but obligations incurred are not discharged.

15. INSURANCE. During the term of the Agreement, the Vendor shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020 or other appropriate state law, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- 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 provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Vendor's goods to be provided under this Agreement.
- 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.

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 Vendor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Vendor shall furnish an acceptable insurance certificate to the City at the time the Vendor returns the signed Agreement.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

EVOQUA WATER TECHNOLOGIES

E-Mail address, if available:

By: _____

Title: _____

14-435

RESOLUTION 2014-0065

A RESOLUTION declaring Evoqua Water Technologies, LLC a sole source provider and authorizing a blanket order for BIOXIDE®, and feed system repair parts, without public bidding at an estimated annual cost of \$170,000, plus tax.

WHEREAS, in February 1997, the City of Spokane Wastewater Management Department purchased the BIOXIDE® feed system to control odors associated with reduced sulphur compounds at the Northwest Terrace Pump Station; and

WHEREAS, BIOXIDE® is the only leading method of sulfide control not listed on the U.S. EPA's CERCLA list of hazardous materials reducing the risk related to the use and storage of hazardous materials; and

WHEREAS, BIOXIDE® is a proprietary product manufactured and sold only by Evoqua Water Technologies, LLC; and

WHEREAS, the estimated annual cost of BIOXIDE exceeds the year 2014 public bid limit of \$47,400 for the purchase of goods; -- Now, Therefore,

BE IT FURTHER RESOLVED that the City Council authorizes an annual blanket order for the purchase of BIOXIDE®, and feed system repair parts from Evoqua Water Technologies, LLC for, plus tax.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

BRIEFING PAPER
Public Works Committee
Wastewater Management
March 24, 2014

Subject

Sole Source Resolution and contract with Evoqua Water Technologies to supply Bioxide®, a patented non hazardous chemical used to reduce and control odors and corrosion caused by the formation of Sulfides, for use at the Northwest Terrace Lift Station.

Background

The Northwest Terrace pump station discharges to a pressure main having a long residence time created by diameter and length. When raw sewage enters the pressure main it decomposes. During the decomposition process, bacteria consume oxygen present in the raw sewage, stripping oxygen from nitrogen and sulfur compounds, creating corrosive and odorous substances such as Hydrogen Sulfide (H₂S).

Bioxide provides a new source of Oxygen, limiting creation of the corrosive and odorous substances. Bioxide has been used to control odors and prevent corrosion at Northwest Terrace for more than fourteen years. This product was supplied to the City by Siemens Water Technologies until January of 2014, when the company was purchased by Evoqua Water Technologies.

The department recently became aware that a product that may be similar to Bioxide is now on the market, but this information was not received in time to be able to conduct testing to determine if the product would be effective. Testing would need to be performed during the hot summer months to be assured of the performance, as this is when odors are the worst, affecting surrounding neighborhoods, Albi Stadium, and the Riverside State Park Campground. The department intends to arrange testing for the alternate product, as well as possible other remedies that have been proposed, but cannot go into the summer without being certain of odor control.

Based on current usage, Wastewater Management estimates it will use approximately 65,000 gallons of Bioxide per year. Pricing for year 1 of the contract will be \$2.51 per gallon, and second year at \$2.61 per gallon.

Impact

The annual cost for this chemical for year 1 is approximately \$163,150, from April 1, 2014 through March 31, 2015 and year 2 is approximately \$169,650 for April 1, 2015 through March 31, 2016, plus tax. Actual usage varies and can be more or less.

Action

Recommend approval

Funding

The Wastewater Management Department has allocated an adequate amount in its chemical budget to cover the cost of this contract.

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

06/16/2014

<u>Date Rec'd</u>	6/5/2014
<u>Clerk's File #</u>	OPR 2014-0452
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BLAINE STUM 6714	<u>Project #</u>	
<u>Contact E-Mail</u>	BSTUM@SPOKANECITY.ORG	<u>Bid #</u>	3995-14
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 14533
<u>Agenda Item Name</u>	0320 - LOW BID AWARD - ALL SAINTS LUTHERAN REMODEL		

Agenda Wording

Low Bid of Ramey Constrction Inc. (Spokane) for the remodeling of the basement of All Saints Lutheran Church for the PVCC Youth Program - \$356,572.96. The City portion of funding is \$138,322.91.

Summary (Background)

On March 31, 2014 bids were opened for the above project. The low bid was from Ramey Construction Inc. in the amount of \$356,572.96. Four other bids were recieved: Associated Construction - \$452,718.11; Dardin Enterprises - \$391,323.26; M.E. Uphus Construction - \$359,777.43; R.R.A. Co - \$377,117.26. The other funding source for the project is a WA State Department of Commerce Grant totaling \$223,100.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 124,322.91	# 1690-95803-59210-54201-72005
Expense \$ 14,000	# 0350-57400-74216-54201-99999
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	PCED
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	kwilliams@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	cwahl@spokanecity.org	
<u>Additional Approvals</u>		hwhaley@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	mlesesne@spokanecity.org	
		mhughes@spokanecity.org	
		afagerland@spokanecity.org	

C O N T R A C T

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and RAMEY CONSTRUCTION CO., INC., whose address is 5930 North Freya Street, Spokane, Washington 99217, as "Contractor".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled LOWER FALLS COMMUNITY CENTER RENOVATION PROJECT.
2. CONTRACT DOCUMENTS. The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Office of the City Council, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington and are incorporated into this Contract by reference, as if they were set forth at length.
3. TIME OF PERFORMANCE. The Contractor shall commence work within ten (10) days from the date of notice to proceed, and substantially complete the specified work within one hundred twenty (120) days after the project start date is given.
4. LIQUIDATED DAMAGES. If work under this Contract is not completed within the time specified or within any agreed upon extension of time, the Contractor shall pay to the City as liquidated damages ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) for each and every working day work is not completed. It is agreed that this sum is a reasonable forecast of actual damages for failure to complete work within the specified time.
5. TERMINATION. The City may, without cause, terminate this Contract at any time. In the event of such termination, the Contractor shall be entitled to receive payment for work performed and costs incurred up to the date of termination.
6. COMPENSATION. The total amount of the project is THREE HUNDRED FIFTY SIX THOUSAND FIVE HUNDRED SEVENTY TWO AND 96/100 (\$356,572.96), the amount in the Contractor's proposal, of which the City will pay a maximum of ONE HUNDRED THIRTY EIGHT THOUSAND THREE HUNDRED TWENTY TWO AND 91/100 DOLLARS (\$138,322.91).

7. TAXES. Retail sales tax where applicable shall be added to the amounts due and the Contractor shall be responsible for making payment of the tax to Washington State. The City reserves the right to claim any exemption authorized by law.

8. PAYMENT. The Contractor will send its applications for payment to the attention of Blaine Stum, Office of the City Council, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

9. INDEMNIFICATION. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agent or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses. **The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.**

10. BONDS. The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

11. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

- 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 Contract. It shall provide that the City, its officers and employees are additional

insureds but only with respect to the Contractor's services to be provided under this Contract;

- C. Property insurance if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists; and
- D. 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 sixty (60) days written notice from the Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Contractor shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. CONTRACTOR'S WARRANTY. The Contractor guarantees all work, labor and materials under this Contract for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by its performance under this Contract. This warranty is in addition to any manufacturer's or other warranty in the contract documents.

13. WAGES. Minimum wages paid by the Contractor will be those determined by the Secretary of Labor under the Davis-Bacon Act, 40 USC 276(a) under wage decision WA20130042, modification 1, dated February 21, 2014.

14. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED. The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the State Department of Labor and Industries; and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

15. FEES. Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be

added to the amounts due the Contractor. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

16. SUBCONTRACTOR RESPONSIBILITY. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. The responsibility criteria are listed in the request for bids document.

17. FEDERAL LABOR STANDARDS. Contractor shall comply with the Federal Labor Standards Provisions set forth in the attached Exhibit "A".

18. 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.

19. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the

notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

20. SECTION 3 CLAUSE.

- A. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number of job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

21. DEBARMENT AND SUSPENSION. The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

22. ACCESS TO RECORDS. The Contractor shall permit the City, the Department of Housing and Urban Development, the Comptroller General of the United States, or their authorized representatives, access to all books, records, and papers of the Contractor pertinent to this Contract.

23. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

24. ANTI-KICKBACK. No officer, employee, member of the City Council or other official of the City of Spokane or its designees or agents who exercises any function or

responsibility with respect to this Contract during his/her tenure or for one (1) year thereafter, may have any interest, direct or indirect, in any contract, subcontract or their proceeds for work to be performed in connection with this Contract. The Contractor will incorporate a provision prohibiting such an interest in all subcontracts.

25. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

28. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.

29. 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 Contractor 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 Contractor 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.

30. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.

31. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Council President, or his designee, and the Contract time and compensation will be adjusted accordingly.

32. CONFLICT OF INTEREST. Pursuant to 24 CFR 570.611, the Contractor certifies that no person (1) who is an employee, agent, consultant, officer or elected or appointed official of the Contractor, or any designated public agencies, or any subrecipient which is receiving HUD funds and (2) who exercises or has exercised any functions or responsibilities with respect to HUD assisted activities or who is in a

position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter.

Dated: _____

CITY OF SPOKANE

By: Ben Fickert
Title: City Council President

Attest:

Approved as to form:

City Clerk

John M. Callahan
Assistant City Attorney

Dated: 5/15/14

RAMEY CONSTRUCTION CO., INC.

Email Address, if available: _____

jason@rameyco.com

DUNS No. _____

By: Jason Ramey
Title: President

Attachments that are a part of
this Contract:

Payment Bond
Performance Bond
Debarment Certification – Attachment A
Wage Decision WA20130042
Exhibit "A" Federal Labor Standards

14-117

ATTACHMENT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

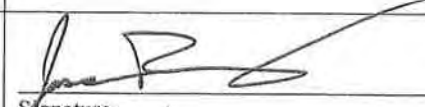
1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the undersigned is unable to certify to any of the statements in this contract, it shall attach an explanation to this contract.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
5. I understand that a false statement of this certification may be grounds for termination of the contract.

<u>Ramey Construction Co., Inc.</u> Name of Subrecipient / Contractor / Consultant (Type or Print)	 Program Title (Type or Print)
<u>Jason Ramey</u> Name of Certifying Official (Type or Print)	 Signature
<u>President</u> Title of Certifying Official (Type or Print)	<u>5/15/14</u> Date (Type or Print)

General Decision Number: WA140042 02/21/2014 WA42

Superseded General Decision Number: WA20130042

State: Washington

Construction Type: Building

County: Spokane County in Washington.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	02/21/2014

ASBE0082-001 08/01/2012

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 32.17	16.25

BRWA0001-002 06/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 27.83	14.55

CARP0004-011 06/01/2013

	Rates	Fringes
CARPENTER (Excluding Acoustical ceiling, Drywall Hanging and Form Work).....	\$ 26.56	12.87

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	46-65 MILES	\$2.00/PER HOUR
ZONE 3	66-100 MILES	\$3.00/PER HOUR
ZONE 4	OVER 100 MILES	\$4.50/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N. Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

is closest to the worksite).

CARPENTERS: MOSCOW (302 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task, where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D+ \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C+ \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B+ \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A+ \$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

ELEC0073-003 07/01/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 29.07	16.15

ELEC0073-010 06/01/2013

	Rates	Fringes
ELECTRICIAN (Sound Equipment Installation Only).....	\$ 23.55	12.44

ENGI0370-017 06/01/2013

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 25.56	12.85
GROUP 2.....	\$ 25.88	12.85
GROUP 3.....	\$ 26.49	12.85
GROUP 4.....	\$ 26.65	12.85
GROUP 5.....	\$ 26.81	12.85
GROUP 6.....	\$ 27.09	12.85
GROUP 7.....	\$ 27.36	12.85
GROUP 8.....	\$ 28.46	12.85

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco,
Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Compactor; Drill Oiler; Rollers, all types on
subgrade, including seal and chip coatings

GROUP 2: Fork Lift

GROUP 3: Bulldozer (up to D-6 or equivalent)

GROUP 4: Drills (churn, core, calyx or diamond); Oiler;
Loaders (overhead & front-end, under 4 yds. R/T); Vacuum
Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (Under 45,000 gw); Trackhoe/Excavator (hoe
Ram) (under 3/4 yd.); Cranes (25 tons & under), Drilling
Equipment (8 inch bit & over) (Robbins, reverse circulation
& similar)

GROUP 6: Asphalt Roller; Backhoe (45,000 gw and over to
110,000 gw); Trackhoe/Excavator (Hoe Ram) (3/4 yd. to 3
yd.); Compactor (self-propelled with blade); Cranes (over
25 tons, to and including 45 tons), Bulldozer, 834 R/T &
similar; Loader Operator (front-end & overhead, 4 yds.
incl. 8 yds.); Scrapers, all, rubber-tired; Screed Operator

GROUP 7: Backhoe (Over 110,000); Trackhoe/Excavator (Hoe Ram)
(3 yds & over); Cranes (over 45 tons to but not including
85 tons); Loaders (overhead & front-end, over 8 yds. to 10
yds.); Rubber-tired Scrapers (multiple engine with three or
more scrapers); Blade

GROUP 8: Cranes (85 tons and over, and all climbing,
overhead, rail and tower); Loaders (overhead and front-end,
10 yards and over)

BOOM PAY: (All Cranes, Including Tower)
180 ft to 250 ft \$.50 over scale
Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they
shall be measured from the base of the Tower to the point
of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air
shall receive \$1.00 an hour above classification.

IRON0014-012 07/01/2013

	Rates	Fringes
IRONWORKER (Ornamental, Reinforcing and Structural).....	\$ 31.60	21.35

LABO0238-014 06/01/2013

	Rates	Fringes
LABORER: Mason Tender - Brick...	\$ 24.10	10.65

LABO0238-024 06/01/2013

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 22.00	10.65
GROUP 2.....	\$ 24.10	10.65
GROUP 3.....	\$ 24.37	10.65
GROUP 4.....	\$ 24.64	10.65

Zone Differential (Add to Zone 1 rates): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office

LABORERS CLASSIFICATIONS

GROUP 1: Flagman

GROUP 2: Common or General Laborer; Form-Stripping

GROUP 3: Chipping Guns; Concrete Saw; Pipelayer

GROUP 4: Asphalt Raker; Grade Checker; Gunite; Vibrating
Plate

PAIN0054-004 06/01/2008

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 22.78	8.88

PAIN0054-006 07/01/2012

	Rates	Fringes
GLAZIER.....	\$ 17.46	7.12

PAIN0054-012 10/01/2005

	Rates	Fringes
FLOOR LAYER: Carpet and Vinyl....	\$ 15.50	4.22

PLAS0072-006 06/01/2012

	Rates	Fringes
PLASTERER.....	\$ 25.44	11.64

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston, Wenatchee

Zone 1: 0-45 radius miles from the main post office

Zone 2: Over 45 radius miles from the main post office

PLUM0044-001 06/01/2013

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.81	17.34

ROOF0189-013 07/01/2011

	Rates	Fringes
ROOFER (Including Tearoff).....	\$ 23.10	9.95

SHEE0066-007 06/01/2013

	Rates	Fringes
Sheet metal worker (Includes HVAC DUCT and Metal Roof Installation).....	\$ 28.25	17.22

* TEAM0690-008 01/01/2014

	Rates	Fringes
Truck drivers: (ANYONE WORKING ON HAZMAT JOBS SEE FOOTNOTE A BELOW)		
ZONE 1: LEWISTON ZONE CENTER		
GROUP 3.....	\$ 22.94	15.19
GROUP 4.....	\$ 23.27	15.19
GROUP 5.....	\$ 23.38	15.19
GROUP 6.....	\$ 23.55	15.19
GROUP 7.....	\$ 24.08	15.19
GROUP 8.....	\$ 24.44	15.19
ZONE 1: PASCO ZONE CENTER		
GROUP 3.....	\$ 24.42	15.19
GROUP 4.....	\$ 24.75	15.19
GROUP 5.....	\$ 24.86	15.19
GROUP 6.....	\$ 25.02	15.19
GROUP 7.....	\$ 25.56	15.19
GROUP 8.....	\$ 25.88	15.19
ZONE 1: SPOKANE ZONE CENTER		
GROUP 3.....	\$ 22.94	15.19
GROUP 4.....	\$ 23.27	15.19
GROUP 5.....	\$ 23.38	15.19
GROUP 6.....	\$ 23.55	15.19
GROUP 7.....	\$ 24.08	15.19
GROUP 8.....	\$ 24.44	15.19

Zone Differential (Add to Zone 1 rate: Zone 1 +\$2.00)

BASE POINTS: Spokane, Moses Lake, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office

Zone 2: Outside a 45 mile radius from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 3: Trucks, side, end, bottom and articulated end dump
(3 yards to and including 6 yds.)

GROUP 4: Trucks, side, end, bottom and articulated end dump
(over 6 yds. to & including 12 yds.)

GROUP 5: Trucks, side, end, bottom and articulated end dump
(over 12 yds. to & including 20 yds.)

GROUP 6: Trucks, side, end, bottom and articulated end dump
(over 20 yds. to & including 40 yds.)

GROUP 7: Truck, side, end, bottom and articulated end dump
(over 40 yds. to & including 100 yds.)

GROUP 8: Trucks, side, end, bottom and articulated end dump
(over 100 yds.)

FOOTNOTE A - Anyone working on a HAZMAT job, where HAZMAT
cerfication is required, shall be compensated as a
premium, in addition to the classification working in as
follows:

LEVEL C-D: - \$.50 PER HOUR - This level may use an air
purifying respirator or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR - Uses supplied air in
conjunction with a chemical splash suit or fully
encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4)
and eight(8) hours.

SUWA2009-030 05/22/2009

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 18.00	1.43
CARPENTER (Drywall Hanging Only).....	\$ 20.62	0.00
CARPENTER (Form Work Only).....	\$ 18.63	2.65
LABORER: Handheld Drill.....	\$ 17.17	5.36
LABORER: Irrigation.....	\$ 11.58	0.00
LABORER: Landscape.....	\$ 11.48	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.00	0.00

OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 15.31	0.00
OPERATOR: Concrete Pumper.....	\$ 22.30	5.27
OPERATOR: Mechanic.....	\$ 24.33	4.33
PAINTER: Brush Only.....	\$ 13.00	0.50
PAINTER: Roller.....	\$ 22.62	0.25
PAINTER: Spray.....	\$ 22.47	0.00
TILE SETTER.....	\$ 14.83	0.00
TRUCK DRIVER: Semi-Trailer		
Truck.....	\$ 20.59	5.56

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any

changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

BID TABULATION

BID #3995-14 LOWER FALLS COMMUNITY CENTER RENOVATION PROJECT REBID

DUE: 3/31/2014

ENGINEER'S ESTIMATE: \$375,000.00

RESPONSES RECEIVED FROM:	ASSOCIATED CONSTRUCTION, INC. SPOKANE, WA	DARDIN ENTERPRISES, INC. POST FALLS, ID	M.E. UPHUS CONSTRUCTION, INC. SPOKANE, WA	R.R.A. CO., INC. SPOKANE, WA	RAMEY CONSTRUCTION SPOKANE, WA
Lower Falls Community Center Renovation Project – BASE BID	\$416,484.00	\$360,003.00	\$330,982.00	\$346,934.00	\$328,034.00
Sales Tax (8.7%)	\$36,234.11	\$31,320.26	\$28,795.43	\$30,183.26	\$28,538.96
TOTAL BID	\$452,718.11	\$391,323.26	\$359,777.43	\$377,117.26	\$356,572.96
NOTES					

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.

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

06/16/2014

Date Rec'd

5/21/2014

Clerk's File #

RES 2014-0056

Renews #**Submitting Dept**

CITY COUNCIL

Cross Ref #**Contact Name/Phone**STUCKART / 625-6269 /
MUMM 6718**Project #****Contact E-Mail**

AMCDANIEL@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0320 COUNCIL INTERNAL BUDGET EXPENDITURE POLICIES AND PROCEDURES

Agenda Wording

A resolution approving internal budget expenditure policies and procedures for the City Council office.

Summary (Background)

The City Council adopts an annual budget for the City Council office, which specifies the individual line items of allowable expenditures for the full Council budget and for each of the seven individual council members. The annual City Council budget is adopted at the departmental level, however, the subsidiary detail line item budget identifies individual council member's specific line items.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MCDANIEL, ADAM

Study Session**Division Director****Other**

Finance

Finance

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

lfarnsworth

For the Mayor

SANDERS, THERESA

jfaught

Additional Approvals

amcdaniel

Purchasing

rrush

RESOLUTION NO. 2014-0056

A resolution approving internal budget expenditure policies and procedures for the City Council office.

WHEREAS, the City Council adopts the annual budget for the City of Spokane, including the City Council office budget; and

WHEREAS, the annual City Council budget is adopted at the departmental level, which specifies the individual line items of allowable expenditures for the full Council budget and for each of the seven individual council members' subsidiary budgets; and

WHEREAS, all city council members budget-supported activities must relate to the necessary operation and function of the City Council office and the council members' role as elected officials; and

WHEREAS, all City Council budget expenditures must align with the City's legal and financial policies and procedures; and

WHEREAS, the adoption of the attached internal budget expenditure policies and procedures for the City Council office will provide greater direction and clarity to the budgeting and expenditure process; - - Now, Therefore,

BE IT RESOLVED that the Spokane City Council adopts the attached internal budget expenditure policies and procedures for the City Council office.

ADOPTED by the City Council this _____ day of June, 2014.

City Clerk

Approved as to form:

Assistant City Attorney

CITY OF SPOKANE ADMINISTRATIVE POLICY AND PROCEDURE	ADMIN 0320-14-002 RES 2014-0056
TITLE: Internal Budget Expenditures EFFECTIVE DATE: June ___, 2014 REVISION EFFECTIVE DATE: N/A	

1.0 GENERAL

- 1.1 The annual City Council budget specifies the individual line items of allowable expenditures for the full Council budget and for each of the seven (7) individual Council Members. Council Members follow the budget line items when expending allocated funds.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy and procedure shall apply to the Office of the City of Spokane City Council.

3.0 REFERENCES

None

4.0 DEFINITIONS

None

5.0 POLICY

- 5.1 All Council Member budget-supported activities must relate to necessary operation and function of the City Council Office and the Council Members' role as elected officials, and must be in compliance with established City policy around personnel, travel, purchasing, and procurement.
- 5.2 The annual City Council budget is adopted at the Department level, however, the subsidiary detail line item budget shall identify individual Council Member's specific line items. For example, funding is provided for each Council Member for travel, conference attendance, and other business-related travel activities. Council Members are given parameters as to allowable expenditures.
- 5.3 Funds within a specific Council Member's budget may be transferred by the Council President, with the consent of the council member, to other line items within the Council Office budget by standard budget transfer procedures. Transfers to departments other than the Council Office budget will be done by emergency budget ordinance.

6.0 PROCEDURE

- 6.1 Funding for unfilled Legislative Assistant positions will be budgeted each fiscal year unless there is a change in the staffing model for Legislative Assistants.
- 6.2 Council Minor Contracts and Budget Transfers.
 - 6.2.1 As per City policy, Council funds, including those entered into via contracts, are to be expended in return for the identifiable goods or services necessary for the routine and ongoing operation of the City Council Office and purchased consistent with City procurement policies, and may not be expended on donations or gifts or as direct support of another organization's budget.
 - 6.2.2 All minor contracts relating to the operation of the Council office are generated and signed by the Council President on behalf of the full Council after the contracts have been drafted and/or reviewed by the Office of the City Attorney, and approved by the Accounting Department as meeting City procurement and other applicable policy. All other

contracts are submitted to the full City Council for approval as part as its Consent Agenda.

- 6.2.3 The Council President shall have sole discretion as to whether he / she approves and signs minor contracts. If the Council President decides to not approve a contract, the contract shall be placed on the Council's Consent Agenda for a full Council vote.
- 6.2.4 All contracts over the defined minor contract dollar threshold amount shall be placed on the Council Consent Agenda for full Council action.
- 6.2.5 Funds in the Council's *Reserve for Budget Adjustment* line item may be utilized within other applicable line items in the Council Office budget related to the necessary operation and function of the City Council Office once necessary budget transfers are completed by the City Council President on behalf of the Council.
- 6.2.6 Transfer of funds from the City Council budget to another city department budget must be approved by the City Council pursuant to an emergency budget ordinance. Subsequent expenditures of transferred funds shall be made by the applicable department consistent with the Council's intent for the budget transfer.
- 6.2.6 All budget transfers are approved and signed by the Council President and are executed consistent with Washington state law and the Spokane Municipal Code.
- 6.2.7 Pursuant to Section 36 of the City Charter, regarding officers and employees of the City not having an interest in contracts, and Chapter 42.23 RCW, the state Code of Ethics for Municipal Officers regarding contract interests, no city council member shall have a direct or indirect beneficial interest in any contract which may be made by, through or under the supervision of the council member. Any member of the City Council having a personal or beneficial interest, as defined in the City's Ethics Code, Chapter 1.04, in any contract matter brought before the Council shall declare the interest to the Council President and shall not vote or otherwise participate in the matter. Board membership on either a for-profit or non-profit board a council member may be part of through his or her private activities or board membership on a public section board a council member may be part of through his or her role as an elected official shall not in itself create a conflict of interest that would preclude the council member from participating in voting on the contract matter. The council member shall declare his or her board membership and at which time a determination shall be made regarding any conflicts of interest that would prohibit the council member's participation.

7.0 RESPONSIBILITIES

The Council President shall administer this policy and procedure.

8.0 APPENDICES

None

APPROVED BY:

Council President

Date

Assistant City Attorney

Date

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

06/16/2014

Date Rec'd

6/5/2014

Clerk's File #

RES 2014-0063

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

Contact Name/Phone

BEN STUCKART 625-6269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0320 REAPPOINTMENT OF TIMOTHY O. BURNS AS POLICE OMBUDSMAN

Agenda Wording

A Resolution approving the reappointment of Timothy O. Burns as police ombudsman for the City of Spokane.

Summary (Background)

Timothy O. Burns has been appointed as the City's Police Ombudsman for a period ending August 22, 2014. The Police Ombudsman Commission is the body charged with hiring a new Police Ombudsman, but the Commission is not yet in existence. There could be a lapse between the end of Timothy O. Burns' current appointment and any reappointment or subsequent appointment by the Police Ombudsman Commission.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MCDANIEL, ADAM

Study Session**Division Director****Other**

Public Safety

Finance

LESESNE, MICHELE

Distribution ListP**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Mayor David Condon has recommended the reappointment of Timothy O. Burns through the end of calendar year 2014, to ensure that the Commission has time to do its job while at the same time ensuring that there will not be a vacancy in the Police Ombudsman position. This resolution provides the Council's confirmation of the reappointment of Timothy O. Burns as Police Ombudsman for the City of Spokane through the end of calendar year 2014 and approval of the terms of employment for Timothy O. Burns contained in the attached Employment Agreement.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

RESOLUTION 2014-0063

A Resolution approving the reappointment of Timothy O. Burns as police ombudsman for the City of Spokane.

WHEREAS, Timothy O. Burns has been appointed as the City's Police Ombudsman for a period ending August 22, 2014; and

WHEREAS, the Police Ombudsman Commission is the body charged with hiring a new Police Ombudsman, but the Commission is not yet in existence; and

WHEREAS, the Police Ombudsman serves a very important function within the City of Spokane and is a position that the City Council desires to have filled at all times; and

WHEREAS, there could be a lapse between the end of Timothy O. Burns' current appointment and any reappointment or subsequent appointment by the Police Ombudsman Commission; and

WHEREAS, after due consideration, Mayor David Condon has recommended the appointment of Timothy O Burns through the end of calendar year 2014, and Council wishes the reappointment to last 6 months from expiration in August of 2014, to ensure that the Commission has time to do its job while at the same time ensuring that there will not be a vacancy in the Police Ombudsman position; -- Now, Therefore,

BE IT RESOLVED by the City Council of the City of Spokane that it hereby confirms the reappointment of Timothy O. Burns as Police Ombudsman for the City of Spokane for a period of time ending on the close of business on February 20, 2015.

BE IT FURTHER RESOLVED that the City Council approves the terms of employment for Timothy O. Burns contained in the attached Employment Agreement.

PASSED BY THE CITY COUNCIL on _____,
2014.

City Clerk

Approved as to form:

Assistant City Attorney

EMPLOYMENT AGREEMENT

THIS AGREEMENT is between TIMOTHY O. BURNS and the CITY OF SPOKANE.

WHEREAS, the City of Spokane desires to appoint Timothy O. Burns to the position of Police Ombudsman for a period of time ending on the close of business on February 20, 2015, and

WHEREAS, the parties desire to memorialize the terms of Mr. Burns' employment with the City of Spokane, -- NOW, THEREFORE,

The parties agree as follows:

1. The employment agreement entered into between Mr. Burns and the City dated June 30 and July 15, 2009, October 23, 2012, and August 20, 2013, shall remain in full force and effect except as modified herein.
2. Mr. Burns' employment will end on the close of business on February 20, 2015.
3. This EMPLOYMENT AGREEMENT will not take effect until a Resolution re-appointing Mr. Burns to an additional term as Police Ombudsman has been adopted by the City Council.
4. Should the Police Ombudsman Commission decline to ratify this EMPLOYMENT AGREEMENT or Mr. Burns' appointment as Police Ombudsman, then the Mayor, in his sole discretion, shall exercise one of the following choices:
 - a. Mr. Burns will remain as a City employee at the same pay and with the same benefits, but performing services as directed by the Mayor, or
 - b. The City will terminate Mr. Burns' employment and pay him an amount equal to the amount he would have been paid had he remained in full-time employee status through the close of business on February 20, 2015, with no continuation of benefits.

DATED _____, 2014 CITY OF SPOKANE

By: _____
MAYOR

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Timothy O. Burns

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

06/16/2014

Date Rec'd

6/5/2014

Clerk's File #

RES 2014-0064

Renews #**Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

CITY COUNCIL

Contact Name/Phone

JON SNYDER 6254

Contact E-Mail

JSNYDER@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0320 RESO RE PHOTO RED OVERAGE FUNDS

Agenda Wording

A resolution regarding allocation of excess funds generated from automated traffic safety cameras.

Summary (Background)

The City Council has adopted Resolution Nos. 2014-0032 and 2010-0001 regarding the allocation of funds generated from automated traffic safety cameras. The resolutions provide in part that excess funds will be used to supplement or match, at City Council discretion, large neighborhood traffic calming projects, neighborhood business districts, streetscape improvements, or other redevelopment projects or community development projects related to public safety.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MCDANIEL, ADAM

Study Session

April 24, 2014

Division Director**Other****Finance**

LESESNE, MICHELE

Distribution List**Legal**

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The City Council met on April 24, 2014 to discuss allocation of the excess funds generated in 2014 for projects that may not have been funded in the prior project cycle. This resolution provides that the excess funds generated from the use of automated traffic safety cameras shall be allocated consistent with Resolutions Nos. 2014-0032 and 2010-0001 to three specific projects set forth in the resolution.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Resolution No. 2014-0064

A resolution regarding allocation of excess funds generated from automated traffic safety cameras.

WHEREA, the City Council has adopted Resolution Nos. 2014-0032 and 2010-0001 regarding the allocation of funds generated from automated traffic safety cameras; and

WHEREAS, the resolutions provide in part that excess funds will be used to supplement or match, at City Council discretion, large neighborhood traffic calming projects, neighborhood business districts, streetscape improvements, or other redevelopment projects or community development projects related to public safety; and

WHEREAS, the City Council met on April 24, 2014 to discuss allocation of the excess funds generated in 2014 for projects that may not have been funded in the prior project cycle; and

WHEREAS, the Council desires to allocated the excess funding as set forth in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the excess funds generated from the use of automated traffic safety cameras shall be allocated consistent with Resolutions Nos. 2014-0032 and 2010-0001 to the following projects:

- 1) Crosswalk/Lighting improvements at intersections between and including Napa & Helena Streets on Sprague Avenue:
 - a. Add pedestrian-scale lighting at intersections
 - b. Add count-down pedestrian signal heads with audible speech messages
 - c. Add new striping to crosswalks to ensure visibility by drivers.
- 2) Hawk Light at Grand and 18th Ave.
- 3) Sharrows on Cedar from Strong Rd to Johannsen and bike lanes from Northwest Blvd to Olympic on Assembly.

ADOPTED by the City Council this _____ day of April, 2014.

City Clerk

Approved as to form:

Assistant City Attorney

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

06/16/2014

<u>Date Rec'd</u>	6/4/2014
<u>Clerk's File #</u>	RES 2014-0065
<u>Renews #</u>	

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT	<u>Cross Ref #</u>	OPR 2014-0451
<u>Contact Name/Phone</u>	DALE ARNOLD 625-7900	<u>Project #</u>	
<u>Contact E-Mail</u>	DARNOLD@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4320 SOLE SOURCE RESOLUTION WITH EVOQUA WATER TECHNOLOGIES		

Agenda Wording

Sole Source Resolution and contract with Evoqua Water Technologies, LLC (Sarasota, FL) to provide Bioxide, a patented non hazardous chemical used to reduce and control odors and corrosion caused by the formation of Sulfides, for use at Northwest

Summary (Background)

In 1997, the Riverside Park Water Reclamation Facility conducted testing of Bioxide, a non-toxic solution, for odor control at the City's Northwest Terrace Pump Station. After successful testing, use of hazardous chlorine gas was discontinued and replaced with Bioxide. The department has been using Bioxide since that time. The department recently became aware that a product that may be similar to Bioxide is now on the market but testing needs to be performed to determine if the product would

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 48,131.18	#	4320-43106-35148-53203
Expense	\$ 60,970.88	#	4320-43240-35148-53203
Expense	\$ 68,241.99	#	4320-43210-35148-53203
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ARNOLD, DALE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	Public Works 03/24/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	pdolan@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Tax & Licenses	
<u>Additional Approvals</u>		emasingale@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	cwahl@spokanecity.org	
		mlesesne@spokanecity.org	
		sbowers@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Terrace Lift Station at \$2.51 per gallon for the first year and \$2.61 per gallon for the second year. Cost per year including tax is \$177,344.05 for the first year and \$184,409.55 for the second year, more or less, depending on usage. The contract term is from April 1, 2014 through March 31, 2016.

Summary (Background)

be effective. The department intends to arrange testing for the alternate product, as well as possible other remedies that have been proposed but cannot go into the summer without being certain of odor control.

<u>Fiscal Impact</u>		<u>Budget Account</u>
Select	\$	#
Select	\$	#
<u>Distribution List</u>		

RESOLUTION 2014-0065

A RESOLUTION declaring Evoqua Water Technologies, LLC a sole source provider and authorizing a blanket order for BIOXIDE®, and feed system repair parts, without public bidding at an estimated annual cost of \$170,000, plus tax.

WHEREAS, in February 1997, the City of Spokane Wastewater Management Department purchased the BIOXIDE® feed system to control odors associated with reduced sulphur compounds at the Northwest Terrace Pump Station; and

WHEREAS, BIOXIDE® is the only leading method of sulfide control not listed on the U.S. EPA's CERCLA list of hazardous materials reducing the risk related to the use and storage of hazardous materials; and

WHEREAS, BIOXIDE® is a proprietary product manufactured and sold only by Evoqua Water Technologies, LLC; and

WHEREAS, the estimated annual cost of BIOXIDE exceeds the year 2014 public bid limit of \$47,400 for the purchase of goods; -- Now, Therefore,

BE IT FURTHER RESOLVED that the City Council authorizes an annual blanket order for the purchase of BIOXIDE®, and feed system repair parts from Evoqua Water Technologies, LLC for, plus tax.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

PURCHASE AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and EVOQUA WATER TECHNOLOGIES, whose address is 2650 Tallevast Road, Sarasota, Florida 34243, as "Vendor".

The parties agree as follows:

1. GOODS. The Vendor agrees to sell to the City the following described goods in accordance with the Vendor's quote dated February 17, 2014, subject to the terms and conditions herein:

BIOXIDE® FULL SERVICES ODOR CONTROL PROGRAM (FSOC)

2. AGREEMENT DOCUMENTS. This written Agreement, the request for bids / proposals other than as expressly excepted to in the Vendor's bid / proposal, and the Vendor's bid / proposal comprise the agreement documents, and are intended as the final expression of the parties' understandings. The Vendor's quote dated February 17, 2014 is attached hereto as Exhibit A. In the event of conflict between the agreement documents, the documents control in the order listed above.

3. TERM. The Agreement shall begin on April 1, 2014, and run through March 31, 2016, unless terminated earlier. This Agreement may be extended for THREE (3) additional ONE-YEAR terms, upon mutual written agreement of both parties.

4. COMPENSATION. The City will pay the Vendor the amounts according to the following schedule:

A. 4,000 Gallon Shipments @ \$2.51 per gallon, effective April 1, 2014 through March 31, 2015

B. 4,000 Gallon Shipments @ \$2.61 per gallon, effective April 1, 2015 through March 31, 2016

The above amounts include all taxes imposed by law except Washington State sales tax and federal excise tax, when these taxes are applicable, which will be paid by the City.

5. COMPENSATION. The City will pay the Vendor in accordance with the attached Exhibit A. The amounts listed include all taxes imposed by law except Washington State sales tax and federal excise tax, when these taxes are applicable, which will be paid by the City.

6. PAYMENT. The Vendor shall submit its application(s) for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. Payment will be made within thirty (30) days after receipt of the Vendor's application or receipt and acceptance of goods, whichever is later. If the City objects to all or any portion of the invoice, it shall notify the Vendor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

7. DELIVERY TIME. The Vendor shall deliver the goods by the delivery date requested by the City. If the goods are not delivered within the terms and established delivery time, the City may procure comparable goods from another source and the Vendor will be required to pay any differences in cost.

8. INSPECTION. All goods purchased are subject to inspection, test and approval at destination by the City, notwithstanding prior payments or inspections at the source. The City, without limitation to its other rights under this Agreement, may reject any goods that contain defective material or workmanship, do not meet the specifications, or otherwise do not conform to this Agreement. Defective goods or goods not in accordance with the City's specifications will be held for the Vendor's instructions and at the Vendor's risk and expense. The City reserves the right to inspect before shipment or during the process of manufacture, any goods on this Agreement.

9. OVERSHIPMENT. Quantities delivered by the Vendor in excess of that shown in this Agreement, if rejected, will be returned at the Vendor's risk and expense. Any excess quantities that the City accepts shall be the price stated in this Agreement.

10. WARRANTY. The Vendor expressly warrants that all goods furnished pursuant to this Agreement will be free from defects in material, workmanship and title. Further, the Vendor warrants all goods will conform to all applicable specifications, drawings, and shall be fit for its intended use and service.

11. TITLE. Title to the goods purchased under this Agreement remains with the Vendor until they are delivered to the City's delivery location.

12. RISK OF LOSS. The risk of any damage to or destruction of the goods will be borne by the Vendor at all times until delivery.

13. UNIFORM COMMERCIAL CODE. This Agreement is subject to the Uniform Commercial Code, Title 62A Revised Code of Washington.

14. TERMINATION.

A. Time is of the essence of this Agreement.

B. The City reserves the right to cancel this Agreement or any portion thereof without penalty in the event that deliveries are not made within the specified time, without

liability for deliveries previously made and accepted by the City.

- C. The City may also cancel this Agreement or any portion thereof without penalty if the Vendor breaches any of the Agreement terms.
- D. The City may cancel this Agreement or any portion thereof without penalty if the Vendor is adjudged bankrupt, files petition, application or other pleading seeking or consenting to any relief under the Bankruptcy Act, makes or attempts to make an assignment for the benefit of creditors, or to effect a plan of compromise with respect to its debts. All further obligations automatically terminate, but obligations incurred are not discharged.

15. INSURANCE. During the term of the Agreement, the Vendor shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020 or other appropriate state law, which requires subject employers to provide workers' compensation coverage for all their subject workers;
- 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 provide that the City, its agents, officers and employees are Additional Insureds but only with respect to the Vendor's goods to be provided under this Agreement.
- 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.

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 Vendor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Vendor shall furnish an acceptable insurance certificate to the City at the time the Vendor returns the signed Agreement.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

EVOQUA WATER TECHNOLOGIES

E-Mail address, if available:

By: _____

Title: _____

14-435

BRIEFING PAPER
Public Works Committee
Wastewater Management
March 24, 2014

Subject

Sole Source Resolution and contract with Evoqua Water Technologies to supply Bioxide®, a patented non hazardous chemical used to reduce and control odors and corrosion caused by the formation of Sulfides, for use at the Northwest Terrace Lift Station.

Background

The Northwest Terrace pump station discharges to a pressure main having a long residence time created by diameter and length. When raw sewage enters the pressure main it decomposes. During the decomposition process, bacteria consume oxygen present in the raw sewage, stripping oxygen from nitrogen and sulfur compounds, creating corrosive and odorous substances such as Hydrogen Sulfide (H₂S).

Bioxide provides a new source of Oxygen, limiting creation of the corrosive and odorous substances. Bioxide has been used to control odors and prevent corrosion at Northwest Terrace for more than fourteen years. This product was supplied to the City by Siemens Water Technologies until January of 2014, when the company was purchased by Evoqua Water Technologies.

The department recently became aware that a product that may be similar to Bioxide is now on the market, but this information was not received in time to be able to conduct testing to determine if the product would be effective. Testing would need to be performed during the hot summer months to be assured of the performance, as this is when odors are the worst, affecting surrounding neighborhoods, Albi Stadium, and the Riverside State Park Campground. The department intends to arrange testing for the alternate product, as well as possible other remedies that have been proposed, but cannot go into the summer without being certain of odor control.

Based on current usage, Wastewater Management estimates it will use approximately 65,000 gallons of Bioxide per year. Pricing for year 1 of the contract will be \$2.51 per gallon, and second year at \$2.61 per gallon.

Impact

The annual cost for this chemical for year 1 is approximately \$163,150, from April 1, 2014 through March 31, 2015 and year 2 is approximately \$169,650 for April 1, 2015 through March 31, 2016, plus tax. Actual usage varies and can be more or less.

Action

Recommend approval

Funding

The Wastewater Management Department has allocated an adequate amount in its chemical budget to cover the cost of this contract.

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

06/02/2014

<u>Date Rec'd</u>	5/21/2014
<u>Clerk's File #</u>	ORD C35105
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 625-6269	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 CITY COUNCIL BUDGET POLICY		

Agenda Wording

An ordinance relating to the functions of the council president and city council; amending SMC section 2.005.010.

Summary (Background)

This ordinance amends SMC 2.005.010 regarding the functions of the Council President and the City Council to include the authority of the City Council to evaluate the performance those staff members under the Council's authority in addition to other personnel functions such as appointing and supervising.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The ordinance also clarifies that the Council President shall serve as the primary signatory on all Council budgetary, expenditure, and appropriation matters as related to the Council Office budget; consistent with City procedures and policies.

<u>Fiscal Impact</u>		<u>Budget Account</u>
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Select	\$	#
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Select	\$	#
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<u>Distribution List</u>	
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ORDINANCE NO. C35105

An ordinance relating to the functions of the council president and city council; amending SMC section 2.005.010.

The City of Spokane does ordain:

2.005.010 Council President and City Council

Section 1. That SMC section 2.005.010 is amended to read as follows:

- A. As provided in the City Charter a council president and six council members constitute the city council, which is the legislative body of the City. The council president and city council members have no administrative authority over personnel matters except the president and the council members:
 - 1. Appoint, evaluate and discharge the hearing examiner;
 - 2. appoint, evaluate, and discharge the city council's budget and performance analyst;
 - 3. confirm the appointment by the mayor of the city attorney, the city clerk, and the administrative head in each department;
 - 4. appoint nominees of the mayor to boards, commissions, and other official City agencies, unless otherwise provided;
 - 5. hire, supervise, evaluate, and ~~((remove))~~ discharge their own administrative staff;
 - 6. hire, supervise, evaluate, and discharge their individual legislative assistants.
- B. The council president reviews the preparation of the agenda for city council meetings, briefings, and study session meetings and presides at meetings of the council. The council president also serves as the mayor pro tem. The Council President shall serve as the primary signatory on all Council budgetary, expenditure, and appropriation matters as related to the Council Office budget; consistent with City procedures and policies.
- C. City council agenda items shall be submitted and processed consistent with the city council rules of procedure and administrative policies and procedures.
- D. The city council shall establish committees to assist in the performance of its assigned duties. There shall be a minimum of five standing committees and other ad hoc committees as determined by the city council.
 - 1. The standing committees shall have a minimum of three members, one from each of the three city council districts.
 - 2. The council president shall chair two of the standing committees to be determined by the council president.

3. All other committees, including ad hoc committees, shall select their own chair.
 4. At no time shall a member of the city council chair more than two standing committees at the same time.
 5. Ad hoc committees shall be composed with a minimum of three members appointed by the majority of the council.
 6. Standing committee membership shall be determined at the second legislative session of the city council of each calendar year and memorialized by resolution of the city council. Membership on each of the standing committees will be determined from those expressing an interest to serve on the committee.
- E. Any council committee with more than three council members as committee members shall be considered a committee of the whole council. All meetings of such a committee shall be considered a special council meeting with the appropriate public meeting notice. No legislative action may be taken at any standing or ad hoc committee.
- F. All standing committees shall be open to the public except when the committee adjourns into executive session. No public testimony will be taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff, and other individuals recognized by the committee. Participation by council members, including deliberation and voting, shall be open to all council members when the standing committee is meeting as a committee of the whole and as a special council meeting. Participation by council members in a standing committee that is not a committee of the whole shall be limited to just the appointed council members.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

06/02/2014

Date Rec'd

5/21/2014

Clerk's File #

ORD C35106

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 625-6269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 BANNING THE USE & PURCHASE OF NEONICOTINOIDS BY THE CITY OF

Agenda Wording

AN ORDINANCE relating to a ban on the purchase and use by the City of Spokane of products or products in packaging that contains neonicotinoids; adopting a new section 7.06.171 to chapter 7.06 of the Spokane Municipal Code.

Summary (Background)

This ordinance establishes a ban on the City's use of insecticide neonicotinoid, which has been documented as being harmful, if not lethal, to honey bees. The ordinance would ban City Departments from knowingly purchasing or using products or products in packaging containing neonicotinoids. Adoption of this ordinance would support the City's policies set forth in its Sustainability Action Plan.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Finance

Finance

LESESNE, MICHELE

Distribution ListLegal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

Ordinance No. C35106

AN ORDINANCE relating to a ban on the purchase and use by the City of Spokane of products or products in packaging that contains neonicotinoids; adopting a new section 7.06.171 to chapter 7.06 of the Spokane Municipal Code.

WHEREAS, neonicotinoid is a systemic insecticide taken up by plants through the roots and the leaves, which spread through the entire plant and can be found in nectar and pollen of the flowers; and

WHEREAS, there are six types of neonicotinoids used on crops: imidacloprid, clothianidin, thiamethoxam, dinotefuran, acetamiprid, and thiacloprid; and

WHEREAS, neonicotinoid is used on fields and orchard crops, ornamental plants in nurseries and gardens, and on trees in gardens, streets, and parks; and

WHEREAS, imidacloprid, clothianidin, dinotefuran, and thiamethoxam are highly toxic to bees, can reduced fecundity, depress the bees immune system, and increase susceptibility to biological infections, and, depending on the amount of exposure, can be lethal/ sub-lethal to the honey bees; and

WHEREAS, bee pollination is responsible for more than \$15 billion in increased crop value each year. About one mouthful in three in our diet directly or indirectly benefits from honey bee pollination. Commercial production of many specialty crops like almonds and other tree nuts, berries, fruits and vegetables are dependent on pollinated by honey bees; and

WHEREAS, although there are other pollinators, honey bees are more prolific and easier to manage on a commercial level for pollination of a wide variety of crops. Almonds, for example, are completely dependent on honey bees for pollination. In California, the almond industry requires the use of 1.4 million colonies of honey bees, approximately 60 percent of all managed honey bee colonies in the United States; and

WHEREAS, a ban on neonicotinoids supports the goals of the City Sustainability Action Plan by recognizing the value of available natural resources and identifies how the City can best incorporate that value into the City's decision making frame-work and by incentivizing the preservation and use of eco-system functions via amendments to land use policies and regulations; --Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new section 7.06.171 to chapter 7.06 of the Spokane Municipal Code to read as follows:

7.06.172

Ban on the Purchase and Use of Products or Products in Packaging by the City of Spokane That Contains Neonicotinoids.

No department may knowingly purchase or use products or products in packaging containing neonicotinoids. Departments may request suppliers of products to provide testing data from an accredited laboratory or testing facility documenting that the product or product in packaging does not contain neonicotinoids. Departments may accept from businesses, manufacturers, organizations, and individuals results obtained from an accredited laboratory or testing facility documenting the product or product packaging does not contain neonicotinoids. The City may develop policies to implement the ban on neonicotinoids set forth above, which are consistent with and do not conflict with the provisions of this subsection.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

06/02/2014

Date Rec'd

5/23/2014

Clerk's File #

ORD C35107

Renews #**Submitting Dept**

POLICE

Cross Ref #**Contact Name/Phone**

ERIKA WADE 625-4061

Project #**Contact E-Mail**

EWADE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

SMC 3.01A AMENDMENT RE: POLICE ORGANIZATION OF ADMINSTRATIVE DEPTS.

Agenda Wording

AN ORDINANCE relating to the executive and administrative organization of the City's Police Division; amending sections 3.01A.375, 3.01A.385, 3.01A.390, and 3.01A.400 of the Spokane Municipal Code.

Summary (Background)

On April 8, 2013, the City Council passed Ordinance C34964 relating to the executive and administrative organization of the City, adopting a new Chapter 3.01A to Title 3, and repealing Chapter 3.01 of the Spokane Municipal Code. At an October 21, 2013 Special Meeting of the City Council to discuss the 2014 Police budget, the City Council was briefed on a new Police organizational structure. The new structure reflects a simplified model that provides flexibility with changes in the local policing environment. A notable change is the name change of one of the departments from Tactical Operations to Strategic initiatives. This change will facilitate the appointment of the Director of Strategic Initiatives to the correct department.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

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Select \$

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Select \$

#

Approvals**Council Notifications****Dept Head**

WADE, ERIKA

Study Session

10/21/2013

Division Director

DOBROW, RICK

Other

PSC - 5/19/2014

Finance

LESESNE, MICHELE

Distribution List**Legal**

DALTON, PAT

For the Mayor

PFISTER, TERRI

Additional Approvals**Purchasing**

ORDINANCE NO C35107

AN ORDINANCE relating to the executive and administrative organization of the City's Police Division; amending sections 3.01A.375, 3.01A.385, 3.01A.390, and 3.01A.400 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC 3.01A.375 is amended to read as follows:

3.01A.375 Police Business Services

The police business services department is responsible for ~~overall fiscal, human resources, and support services (records, property, planning, and fleet) to ensure the daily business and support operations of the police division~~ the administrative functions of the police division.

Section 2. That SMC 3.01A.385 is amended to read as follows:

3.01A.385 Police Field Operations

The police field operations department is responsible for the ~~personnel deployed to patrol, major crimes investigations, traffic, and specialized units for the day-to-day field operations for the police division.~~

Section 3. That SMC 3.01A.390 is amended to read as follows:

3.01A.390 Police Investigations

The police investigations department leads the overall investigative ~~department leads the overall investigative resources for criminal cases in which the City of Spokane has overall jurisdiction~~ programs of the police division.

Section 4. That SMC 3.01A.400 is amended to read as follows:

3.01A.400 Police Strategic Initiatives Tactical Operations

The police ~~tactical operations~~ strategic initiatives department is responsible for the ~~targeted crimes unit (detectives), patrol anti crime teams, special investigations unit, property crimes and fraud detectives, abandoned auto unit, and special police problems~~

AN ORDINANCE relating to the executive and administrative organization of the City's Police Division; amending sections 3.01A.375, 3.01A.385, 3.01A.390, and 3.01A.400 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC 3.01A.375 is amended to read as follows:

3.01A.375 Police Business Services

The police business services department is responsible for ~~overall fiscal, human resources, and support services (records, property, planning, and fleet) to ensure the daily business and support operations of the police division~~ the administrative functions of the police division.

Section 2. That SMC 3.01A.385 is amended to read as follows:

3.01A.385 Police Field Operations

The police field operations department is responsible for the ~~personnel deployed to patrol, major crimes investigations, traffic, and specialized units for the day-to-day field operations for the police division.~~

Section 3. That SMC 3.01A.390 is amended to read as follows:

3.01A.390 Police Investigations

The police investigations department leads the overall investigative ~~department leads the overall investigative resources for criminal cases in which the City of Spokane has overall jurisdiction~~ programs of the police division.

Section 4. That SMC 3.01A.400 is amended to read as follows:

3.01A.400 Police Strategic Initiatives Tactical Operations

The police ~~tactical operations~~ strategic initiatives department is responsible for the ~~targeted crimes unit (detectives), patrol anti crime teams, special investigations unit, property crimes and fraud detectives, abandoned auto unit, and special police problems~~

developing, implementing and assessing the operations, business practices, training, strategic plan and initiatives of the department.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date