

**CITY COUNCIL MEETINGS  
RULES – PUBLIC DECORUM**

**Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:**

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

**In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

**Rule 2.2      Open Forum**

2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.

**Rule 5.4      Public Testimony Regarding Legislative Agenda Items – Time Limits**

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 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 and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that — decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, such as demonstrations, banners, applause and the like will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 23, 2015

### 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 KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER JON SNYDER

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 THURSDAYS 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 entrance 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](http://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 Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ccavanaugh@spokanecity.org](mailto:ccavanaugh@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. Cavanaugh 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 meeting specifications of HD Supply (Spokane, WA) for 6" Fire Hydrants—\$76,828.84 (incl. tax).<br><b>Dan Kegley</b>  | Approve        | OPR 2015-0085<br>BID 4098-15 |
| 2. | Low bids meeting specifications of:   | Approve<br>All | BID 4097-15                  |
|    | a. Olympic Foundry (Seattle, WA) for Item #1 Valve Box Top Section—\$8,986.23 (incl. tax).  |                | OPR 2015-0084                |
|    | b. HD Fowler (Spokane, WA) for Items: #2 Service Boxes and #3 Repair Lids—\$12,066.35 (incl. tax).  |                | OPR 2015-0107                |
|    | <b>Dan Kegley</b>   |                |                              |
| 3. | Low bids meeting specifications of:   | Approve<br>All | BID 4096-15                  |
|    | a. HD Fowler (Spokane, WA) for Items: #2 Repair Clamps; #4 Dresser Couplings; #5 Ductile Iron Fittings; #10 O-Ring Tapping Sleeves; #11 Saddles and #17 All Thread - \$38,853.05 (incl. tax). |                | OPR 2015-0086                |
|    | b. HD Supply Waterworks (Spokane, WA) for Items: #1 Brass; #3 Compression Brass; #7 Megalugs, Full  |                | OPR 2015-0108                |



Face Gaskets; #9 DITJ Pipe; #13 Gate Valves; #14 Butterfly Valves and #16 Coiled Pit Setter Meter Box—\$559,416.25 (incl. tax).

- |                       |  |         |                              |
|-----------------------|--|---------|------------------------------|
| c.                    | Consolidated Supply (Spokane Valley, WA) for Items: #6 Galvanized Fittings; #12 Tyton Joint Restraint Gaskets (Field Lok) and #15 Wafer Check Valves—\$9,324.06 (incl. tax).   |         | OPR 2015-0109                |
| d.                    | M&L Supply (Spokane, WA) for Item #8 Copper Pipe—\$38,968.43 (incl. tax).  |         | OPR 2015-0110                |
| <b>Dan Kegley</b>     |  |         |                              |
| 4.                    | Purchase of 100 desktop computers, workstations and monitors from US Micro (Bellevue, WA) utilizing the County Contract RES 2013-2756—estimated total cost for one year is \$120,000 (incl. tax).  | Approve | OPR 2015-0087                |
| <b>Rick Dobrow</b>    |  |         |                              |
| 5.                    | Value Blanket to purchase rugged tablets from Datec, Inc (Seattle, WA) utilizing GSA Contract GSA Schedule 70:GS-35F-143—total estimated cost \$70,000.  | Approve | OPR 2015-0088                |
| <b>Rick Dobrow</b>    |  |         |                              |
| 6.                    | Value Blanket Order for traffic paint from Alpine Products, Inc. (Auburn, WA) using Washington State Contract #07609 through November 30, 2015—not to exceed \$95,000.   | Approve | OPR 2015-0089                |
| <b>Mark Serbousek</b> |  |         |                              |
| 7.                    | Renew Value Blanket Order with Flint Trading (Thomasville, NC) for Preformed Thermoplastic Products for the City of Spokane Street Department - Signs & Markers—\$85,000 (incl. tax).  | Approve | OPR 2015-0090<br>BID 3845-12 |
| <b>Mark Serbousek</b> |  |         |                              |
| 8.                    | Contract with Safway Services LLC (Spokane, WA) for removal and replacement of insulation and cladding for boiler walls and piping and fabrication and installation of removable insulation blankets at the Waste to Energy Facility through January 31, 2016—\$100,000. | Approve | OPR 2015-0091<br>RFP 4082-14 |
| <b>Chuck Conklin</b>  |  |         |                              |
| 9.                    | Contract with Konecranes, Inc., (Spokane Valley, WA) for quarterly crane/hoist/trolley and lifeline preventative maintenance inspections and scheduled and unscheduled service calls at the Waste to Energy Facility—\$136,418.68 (excl. tax).                           | Approve | OPR 2015-0092<br>RFP 4075-14 |
| <b>Chuck Conklin</b>  |  |         |                              |
| 10.                   | Contract with Dick Irvin, Inc. (Shelby, MT) for coordination, transportation and offloading of bulk lime for use in the Waste to Energy Facility—not to exceed \$417,500 (excl. tax).  | Approve | OPR 2015-0093<br>RFP 4079-14 |
| <b>Chuck Conklin</b>  |  |         |                              |

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|--|----------------|------------------------------|
| 11. Contract with Online Cleaning Services, LLC, (Marysville, CA) for boiler blast cleaning services at the Waste to Energy Facility—not to exceed \$186,650.80 (excl. tax).<br><b>Chuck Conklin</b>   | Approve        | OPR 2015-0095<br>RFP 4062-14 |
| 12. Contract with Big Sky Industrial (Spokane, WA) for vacuum support services for vacuuming sandblast sand water, sump, and water jet transfer lines, and vacuuming carbon room and overflow areas—not to exceed \$150,000 (excl. tax).<br><b>Chuck Conklin</b> | Approve        | OPR 2015-0096<br>RFP 4090-14 |
| 13. Contract with Zampell Refractories, Inc. (Newburyport, MA) for refractory installation and sandblasting services at the Waste to Energy Facility—\$978,300.<br><b>Chuck Conklin</b>  | Approve        | OPR 2015-0097<br>RFP 4069-14 |
| 14. Contract with Bay Valve Service, LLC (Longview, WA) for on-site valve repair services at the Waste to Energy Facility—\$80,000 per year (excl. tax).<br><b>Chuck Conklin</b>   | Approve        | OPR 2015-0098<br>RFP 4091-14 |
| 15. Memorandum of Understanding with Spokane County for the City to provide regional waste reduction and recycling outreach and education.<br><b>Ken Gimpel</b>  | Approve        | OPR 2015-0099                |
| 16. Allocations for 2015 Coordinated Grant RFP - Capital, Housing and Economic Development.<br><b>Rob Crow</b>   | Approve        | OPR 2015-0100                |
| 17. Change Orders 1 through 19 to contract with Western States Construction, Inc. (Valley Ford, WA) for construction/remodel of new Hillyard Police Precinct—\$59,743.98 (excl. tax). Total contract amount—\$354,320.98 (excl. tax).<br><b>Hunt Whaley</b>      | Approve        | OPR 2014-0731                |
| 18. Engineering Services for Upriver Dam Spillway Rehabilitation Phase II Specifications and Design—Parts B and C as a Contract extension—\$199,559 (incl. tax).<br><b>Dan Kegley</b>  | Approve        | OPR 2014-0559                |
| 19. Contract Extension with National Development Council for consulting and underwriting services—\$36,000.<br><b>Jonathan Mallahan</b>  | Approve        | OPR 2014-0243                |
| 20. Contracts for state lobbying services with:  | Approve<br>All |                              |
| a. MJB Consulting, Inc (San Francisco, CA)—\$33,000.   |                | OPR 2015-0104                |
| b. Foster Government Relations (Seattle, WA)—\$33,000.<br><b>Gloria Ochoa</b>  |                | OPR 2015-0105                |

21. Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through \_\_\_\_\_, 2015, total \$\_\_\_\_\_, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.
- Approve & Authorize Payment CPR 2015-0002
22. City Council Meeting Minutes: \_\_\_\_\_, 2015.
- Approve All CPR 2015-0013

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## **EXECUTIVE SESSION**

(Closed Session of Council)

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

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## **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.

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## **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)

### APPOINTMENTS

Civil Service Commission: One Appointment

Human Rights Commission: Three Appointments

### RECOMMENDATION

Confirm CPR 1981-0271

Confirm CPR 1991-0068

## CITY ADMINISTRATION REPORT

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## COUNCIL COMMITTEE REPORTS

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

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## 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.

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## LEGISLATIVE AGENDA

### EMERGENCY BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35185 passed the City Council November 24, 2014, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

ORD C35232

Accounting Services Fund  
FROM: Interfund Finance, \$22,500;  
TO: Various Accounts, same amount.

**Tim Dunivant**

(This action creates a hire-ahead Accountant II position due to a pending retirement.)

- ORD C35233      IT Fund  
FROM: Unappropriated Reserves, \$66,744;  
TO:      Various Accounts, same amount.  
**Michael Sloon**  
(This action creates a Mail Courier position in the IT Department effective March 1, 2015.)
- ORD C35234      Capital Improvements 2015 Park Fund  
FROM: GO Bonds, \$59,277,935 and  
         Premium on Bonds Sold, \$5,451,917;  
TO:      Construction of Fixed Assets, \$64,588,852 and  
         Cost of Issuance, \$141,000.  
**Leroy Eadie**  
(This action allows changes in the appropriations of the Capital Improvements 2015 Park Fund.)

## NO EMERGENCY ORDINANCES

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2015-0016      Designating the City of Spokane as a Purple Heart City.  
**Council President Stuckart**
- RES 2015-0017      Declaring Dresser Rand Company (Seattle, WA) a sole source for the  
OPR 2015-0094      maintenance, service, and product supplies necessary for the  
         Condensing Steam Turbine Generator Drive Package for the Waste to  
         Energy Facility and authorizing Contract—Estimated cost \$100,000.  
**Chuck Conklin**
- RES 2015-0018      Declaring Washington State University Professor Stephen James as a  
         sole source and thus authorizing a Personal Services Contract with the  
         Spokane Police Department for consulting work on training issues  
         relating to use of force, crisis intervention, and leadership  
         development—estimated annual cost of \$76,140 (excluding taxes if  
         applicable).  
**Rick Dobrow**
- RES 2015-0019      Assessment Segregation for the improvement of Haven Street from  
ENG 2010165      vacated Riverside Avenue to Olive Avenue; Olive Avenue from Haven  
         Street to Fiske Street; Fiske Street from Olive Avenue to Alki Avenue.  
**Dan Buller**
- RES 2015-0020      Assessment Segregation for the improvement of Rebecca Street from  
ENG 2006138      Rich Avenue to Wellesley Avenue; Myrtle Street from Rich Avenue to  
         Wellesley Avenue; and Florida Street from Rich Avenue to Wellesley  
         Avenue.  
**Dan Buller**
- ORD C35229      Relating to the Northeast Public Development Authority; amending  
         Ordinance No. C34813 (to expand the number of board member  
         positions).  
**Teri Stripes**

**FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

- ORD C35235      Related to reimbursement of meal expenses; amending SMC section 3.07.040.  
**Council Member Stratton**
- ORD C35236      Relating to the City Council Office; amending SMC section 2.005.050 and adopting a new section 2.005.060 to chapter 2.005 of the Spokane Municipal Code.  
**Council President Stuckart**
- FURTHER ACTION DEFERRED

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**NO SPECIAL CONSIDERATIONS**

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**HEARING**

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

**RECOMMENDATION**

- |     |  |                                     |            |
|-----|--|-------------------------------------|------------|
| H1. | a. Hearing on Vacation of the Alley between Pacific Avenue and 2nd Avenue, Scott Street to Sprague Way as requested by Samca, LLC.<br><b>Eldon Brown</b> | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C35237 vacating the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way.                             | Further<br>Action<br>Deferred       | ORD C35237 |

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**OPEN FORUM (CONTINUED)**

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

**ADJOURNMENT**

The February 23, 2015, Regular Legislative Session of the City Council is adjourned to March 2, 2015.

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**NOTES**

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0085
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7821	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	4098-15
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	17189
<u>Agenda Item Name</u>	4100-WATER PURCHASE OF FIRE HYDRANTS		

Agenda Wording

Low bid meeting specifications of HD SUPPLY (Spokane, WA) for 6" Fire Hydrants - \$76,828.84 including tax

Summary (Background)

On Monday January 26, 2015 sealed bids were opened to provide the Water Department with 6" Fire Hydrants. Four (4) Responses were received with HD Supply being the low bidder.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$ 76,828.84	#	4100-42440-94000-56595
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 2/9/15
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	wateraccounting@spokanecity.org	
<u>Additional Approvals</u>		mcavanaugh@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	taxes & licenses	

BRIEFING PAPER  
Public Works Committee  
Water Department  
February 09, 2015

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Subject

Purchase of Miscellaneous Waterworks Products (Bid 4096-15, Bid 4097-15, Bid 4098-15)

**Bid 4096-15**

- (a) HD Fowler (Spokane, WA) for Items #2 Repair Clamps; #4 Dresser Couplings; #5 Ductile Iron Fittings; #10 O-Ring Tapping Sleeves; #11 Saddles; #17 All Thread; \$38,853.05 including tax.
- (b) HD Supply Waterworks (Spokane, WA) for Items #1 Brass; #3 Compression Brass; #7 Megalugs, Full Face Gaskets; #9 DITJ Pipe ; #13 Gate Valves; #14 Butterfly Valves; #16 Coiled Pit Setter Meter Box, \$559,416.25 including tax.
- (c) Consolidated Supply (Spokane Valley, WA) for Items #6 Galvanized Fittings; #12 Tyton Joint Restraint Gaskets (Field Loks); #15 Wafer Check Valves, \$9,324.06 including tax.
- (d) M & L Supply (Spokane, WA) for Item #8 Copper Pipe, \$38,968.43 including tax.

**Bid 4097-15**

- (a) Olympic Foundry (Seattle, WA) for Item #1 Valve Box Top Section, \$8,986.23 including tax.
- (b) HD Fowler (Spokane, WA) for Items # 2 Service Boxes; #3 Repair Lids, \$12,066.35 including tax.

**Bid 4098-15**

- (a) HD Supply Spokane (Spokane, WA) for 6" Fire Hydrants, \$76,828.84 including tax.

Background

On Monday January 26, 2015 (Bid 4096-15, Bid 4097-15 & Bid 4098-15) were opened to provide the Water Department with Miscellaneous Waterworks Products. Numerous Responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$744,443.21 including tax.

Impact

These purchases will result in the Water Department being able to provide water service connections for new construction in 2015 and to replace older connections that are discovered through leakage tests and other means.

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.



BID #4098-15 6" FIRE HYDRANTS			HD FOWLER 6625 E SHARP AVE SPOKANE WA 99212		FERGUSON WW 2304 N DOLLAR RD SPOKANE WA 99212		HD SUPPLY SPOKANE 1215 N BRADLEY SPOKANE WA 99212		CONSOLIDATED SUPPLY 305 N LAKE SPOKANE VALLEY WA 99212	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
			M&H 929		WATEROUS PACER WB-67		MUELLER A423		WATEROUS PACER WB-67	
	36	6" FIRE HYDRANTS, 5 FT BURY, NS OPEN LEFT	\$ 1,694.45	\$ 61,000.20	\$ 1,581.00	\$ 56,916.00	\$ 1,557.30	\$ 56,062.80	\$ 1,574.85	\$ 56,694.60
	9	6" FIRE HYDRANTS, 5.5 FT BURY, NS OPEN LEFT	\$ 1,769.59	\$ 15,926.31	\$ 1,651.00	\$ 14,859.00	\$ 1,624.10	\$ 14,616.90	\$ 1,648.15	\$ 14,833.35
SALES TAX - 8.7%				\$ 6,692.60		\$ 6,244.42		\$ 6,149.14		\$ 6,222.93
GRAND TOTAL				\$ 83,619.11		\$ 78,019.42		\$ 76,828.84 250 PSI		\$ 77,750.88
DELIVERY			30 DAYS FRO		30 DAYS FRO		45 DAYS FRO		45 DAYS FRO	
PAY BY CREDIT CARD			NO		YES		NO		YES	
ADDITIONAL PURCHASES				NO		NO		YES - 1 YEAR		YES

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

02/23/2015

<u>Date Rec'd</u>	2/10/2015
<u>Clerk's File #</u>	OPR 2015-0084
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7821	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	4097-15
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4100-WATER PURCHASE OF VALVE BOXES, ETC.		

Agenda Wording

A) Low bid meeting specifications to OLYMPIC FOUNDRY (Seattle, WA) for Item #1 Valve Box Top Section - \$8,986.23 inc tax: B) Low bid meeting specification of HD FOWLER (Spokane, WA) for Items #2 Service Boxes and #3 Repair Lids - \$12,066.35 inc tax.

Summary (Background)

On Monday January 26, 2015 sealed bids were opened to provide the Water Department with Valve Boxes, Service (Curb) Boxes and Repair Lids. Five (5) responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$21,052.58 including tax.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 21,052.58	#	VARIOUS
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 2/9/15
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	wateraccounting@spokanecity.org	
<u>Additional Approvals</u>		mcavanaugh@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER  
Public Works Committee  
Water Department  
February 09, 2015

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Subject

Purchase of Miscellaneous Waterworks Products (Bid 4096-15, Bid 4097-15, Bid 4098-15)

**Bid 4096-15**

- (a) HD Fowler (Spokane, WA) for Items #2 Repair Clamps; #4 Dresser Couplings; #5 Ductile Iron Fittings; #10 O-Ring Tapping Sleeves; #11 Saddles; #17 All Thread; \$38,853.05 including tax.
- (b) HD Supply Waterworks (Spokane, WA) for Items #1 Brass; #3 Compression Brass; #7 Megalugs, Full Face Gaskets; #9 DITJ Pipe ; #13 Gate Valves; #14 Butterfly Valves; #16 Coiled Pit Setter Meter Box, \$559,416.25 including tax.
- (c) Consolidated Supply (Spokane Valley, WA) for Items #6 Galvanized Fittings; #12 Tyton Joint Restraint Gaskets (Field Loks); #15 Wafer Check Valves, \$9,324.06 including tax.
- (d) M & L Supply (Spokane, WA) for Item #8 Copper Pipe, \$38,968.43 including tax.

**Bid 4097-15**

- (a) Olympic Foundry (Seattle, WA) for Item #1 Valve Box Top Section, \$8,986.23 including tax.
- (b) HD Fowler (Spokane, WA) for Items # 2 Service Boxes; #3 Repair Lids, \$12,066.35 including tax.

**Bid 4098-15**

- (a) HD Supply Spokane (Spokane, WA) for 6" Fire Hydrants, \$76,828.84 including tax.

Background

On Monday January 26, 2015 (Bid 4096-15, Bid 4097-15 & Bid 4098-15) were opened to provide the Water Department with Miscellaneous Waterworks Products. Numerous Responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$744,443.21 including tax.

Impact

These purchases will result in the Water Department being able to provide water service connections for new construction in 2015 and to replace older connections that are discovered through leakage tests and other means.

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.

Bid #4097-15			HD FOWLER CO		HD SUPPLY		FERGUSON ENTERPRISES		CONSOLIDATED SUPPLY		OLYMPIC FOUNDRY	
VALVE BOXES, SERVICE (CURB) BOXES & REPAIR LIDS			6625 E SHARP[ SPOKANE WA 99212		1215 N BRADLEY RD SPOKANE WA 92912		2304 N DOLLAR RD SPOKANE WA 99212		17515 E. APPLEWAY GREENACRES, WA 99016		5200 AIRPORT WAY S. SEATTLE WA 98108	
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
I		VALVE BOX SECTIONS & LIDS	SIGMA 930				OLYMPIC 930		OLYMPIC #930		OLYMPIC #930	
	100	15" VALVE BOX TOP SECTION W/H.D. LID	\$ 35.95	\$ 3,595.00	\$ -	\$ -	\$25.70	\$2,570.00	\$ 26.59	\$ 2,659.00	\$ 25.25	\$ 2,525.00
	70	10" VALVE BOX TOP SECTION W/H.D. LID	\$ -	\$ -	\$ -	\$ -	\$23.70	\$1,659.00	\$ 24.46	\$ 1,712.20	\$ 23.25	\$ 1,627.50
	150	1-1/8" VALVE BOX RISER	\$ 7.10	\$ 1,065.00	\$ -		\$7.20	\$1,080.00	\$ 7.44	\$ 1,116.00	\$ 7.25	\$ 1,087.50
	20	2" VALVE BOX RISER	\$ 11.10	\$ 222.00	\$ -		\$11.30	\$226.00	\$ 11.70	\$ 234.00	\$ 11.35	\$ 227.00
	100	36" VALVE BOX BASE SECTION	\$ 28.90	\$ 2,890.00	\$ -	\$ -	\$28.40	\$2,840.00	\$ 29.30	\$ 2,930.00	\$ 28.00	\$ 2,800.00
TOTAL ITEM I				\$ 7,772.00		\$ -		\$8,375.00		\$ 8,651.20		\$ 8,267.00
II		SERVICE (CURB) BOXES & LIDS	SIGMA 95E		TYLER 95E		OLYMPIC/SIGMA SBX 95E		OLYMPIC #95E		OLYPMIC #95E	
	270	SERVICE (CURB) BOX COMPLETE WITH LID AND BOLT	\$ 27.40	\$ 7,398.00	\$ 34.40	\$ 9,288.00	\$29.90	\$8,073.00	\$ 30.58	\$ 8,256.60	\$ 29.00	\$ 7,830.00
	50	9" EXTENSION FOR 95E SERVCIE BOX	\$ 5.60	\$ 280.00	\$ 7.30	\$ 365.00	\$6.90	\$345.00	\$ 7.07	\$ 353.50	\$ 6.95	\$ 347.50
	20	16" EXTENSION FOR 95E SERVICE BOX	\$ 7.70	\$ 154.00	\$ 10.22	\$ 204.40	\$8.60	\$172.00	\$ 8.77	\$ 175.40	\$ 8.75	\$ 175.00
	20	SERVICE (CURB) BOX TOP SECTION ONLY W/LID	\$ 15.87	\$ 317.40	\$ 22.60	\$ 452.00	\$17.90	\$358.00	\$ 18.35	\$ 367.00	\$ 17.55	\$ 351.00
TOTAL ITEM II				\$ 8,149.40		\$ 10,309.40		\$8,948.00		\$ 9,152.50		\$ 8,703.50
III		REPAIR LIDS										
	60	CURB BOX INSIDE	\$ 8.68	\$ 520.80	\$ 9.52	\$ 571.20	\$9.10	\$546.00	\$ 10.03	\$ 601.80	\$ -	\$ -
	280	CURB BOX OUTSIDE	\$ 8.68	\$ 2,430.40	\$ 9.52	\$ 2,665.60	\$9.10	\$2,548.00	\$ 10.03	\$ 2,808.40	\$ -	\$ -
TOTAL ITEM III				\$ 2,951.20		\$ 3,236.80		\$3,094.00		\$ 3,410.20		\$ -
SUB TOTAL - ITEMS I-III				\$ 18,872.60		\$ 13,546.20		\$20,417.00		\$ 21,213.90		\$ 16,970.50
SALES TAX - 8.7%				\$ 1,641.92		\$ 1,178.52		\$ 1,776.28		\$ 1,845.61		\$ 1,476.43
GRAND TOTAL				\$ 20,514.52		\$ 14,724.72		\$22,193.28		\$ 23,059.51		\$ 18,446.93
DELIVERY			30 DAYS FRO		45 DAYS FRO		120 DAYS FRO		45-60 DAYS FRO		*30 DAYS FROM	
ADDITIONAL PURCHASES			NO		YES FOR 6 MONTHS		YES		YES		YES	
*1-1/8" RISER 60 PCS -												

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

02/23/2015

<u>Date Rec'd</u>	2/10/2015
<u>Clerk's File #</u>	OPR 2015-0107
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 625-7821	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	4097-15
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4100-WATER PURCHASE OF VALVE BOXES, ETC.		

Agenda Wording

A) Low bid meeting specifications to OLYMPIC FOUNDRY (Seattle, WA) for Item #1 Valve Box Top Section - \$8,986.23 inc tax: B) Low bid meeting specification of HD FOWLER (Spokane, WA) for Items #2 Service Boxes and #3 Repair Lids - \$12,066.35 inc tax.

Summary (Background)

On Monday January 26, 2015 sealed bids were opened to provide the Water Department with Valve Boxes, Service (Curb) Boxes and Repair Lids. Five (5) responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$21,052.58 including tax.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 21,052.58	#	VARIOUS
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 2/9/15
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	wateraccounting@spokanecity.org	
<u>Additional Approvals</u>		mcavanaugh@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER  
Public Works Committee  
Water Department  
February 09, 2015

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Subject

Purchase of Miscellaneous Waterworks Products (Bid 4096-15, Bid 4097-15, Bid 4098-15)

**Bid 4096-15**

- (a) HD Fowler (Spokane, WA) for Items #2 Repair Clamps; #4 Dresser Couplings; #5 Ductile Iron Fittings; #10 O-Ring Tapping Sleeves; #11 Saddles; #17 All Thread; \$38,853.05 including tax.
- (b) HD Supply Waterworks (Spokane, WA) for Items #1 Brass; #3 Compression Brass; #7 Megalugs, Full Face Gaskets; #9 DITJ Pipe ; #13 Gate Valves; #14 Butterfly Valves; #16 Coiled Pit Setter Meter Box, \$559,416.25 including tax.
- (c) Consolidated Supply (Spokane Valley, WA) for Items #6 Galvanized Fittings; #12 Tyton Joint Restraint Gaskets (Field Loks); #15 Wafer Check Valves, \$9,324.06 including tax.
- (d) M & L Supply (Spokane, WA) for Item #8 Copper Pipe, \$38,968.43 including tax.

**Bid 4097-15**

- (a) Olympic Foundry (Seattle, WA) for Item #1 Valve Box Top Section, \$8,986.23 including tax.
- (b) HD Fowler (Spokane, WA) for Items # 2 Service Boxes; #3 Repair Lids, \$12,066.35 including tax.

**Bid 4098-15**

- (a) HD Supply Spokane (Spokane, WA) for 6" Fire Hydrants, \$76,828.84 including tax.

Background

On Monday January 26, 2015 (Bid 4096-15, Bid 4097-15 & Bid 4098-15) were opened to provide the Water Department with Miscellaneous Waterworks Products. Numerous Responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$744,443.21 including tax.

Impact

These purchases will result in the Water Department being able to provide water service connections for new construction in 2015 and to replace older connections that are discovered through leakage tests and other means.

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.

Bid #4097-15			HD FOWLER CO		HD SUPPLY		FERGUSON ENTERPRISES		CONSOLIDATED SUPPLY		OLYMPIC FOUNDRY	
VALVE BOXES, SERVICE (CURB) BOXES & REPAIR LIDS			6625 E SHARP[ SPOKANE WA 99212		1215 N BRADLEY RD SPOKANE WA 92912		2304 N DOLLAR RD SPOKANE WA 99212		17515 E. APPLEWAY GREENACRES, WA 99016		5200 AIRPORT WAY S. SEATTLE WA 98108	
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
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	70	10" VALVE BOX TOP SECTION W/H.D. LID	\$ -	\$ -	\$ -	\$ -	\$23.70	\$1,659.00	\$ 24.46	\$ 1,712.20	\$ 23.25	\$ 1,627.50
	150	1-1/8" VALVE BOX RISER	\$ 7.10	\$ 1,065.00	\$ -		\$7.20	\$1,080.00	\$ 7.44	\$ 1,116.00	\$ 7.25	\$ 1,087.50
	20	2" VALVE BOX RISER	\$ 11.10	\$ 222.00	\$ -		\$11.30	\$226.00	\$ 11.70	\$ 234.00	\$ 11.35	\$ 227.00
	100	36" VALVE BOX BASE SECTION	\$ 28.90	\$ 2,890.00	\$ -	\$ -	\$28.40	\$2,840.00	\$ 29.30	\$ 2,930.00	\$ 28.00	\$ 2,800.00
TOTAL ITEM I				\$ 7,772.00		\$ -		\$8,375.00		\$ 8,651.20		\$ 8,267.00
II		SERVICE (CURB) BOXES & LIDS	SIGMA 95E		TYLER 95E		OLYMPIC/SIGMA SBX 95E		OLYMPIC #95E		OLYPMIC #95E	
	270	SERVICE (CURB) BOX COMPLETE WITH LID AND BOLT	\$ 27.40	\$ 7,398.00	\$ 34.40	\$ 9,288.00	\$29.90	\$8,073.00	\$ 30.58	\$ 8,256.60	\$ 29.00	\$ 7,830.00
	50	9" EXTENSION FOR 95E SERVCIE BOX	\$ 5.60	\$ 280.00	\$ 7.30	\$ 365.00	\$6.90	\$345.00	\$ 7.07	\$ 353.50	\$ 6.95	\$ 347.50
	20	16" EXTENSION FOR 95E SERVICE BOX	\$ 7.70	\$ 154.00	\$ 10.22	\$ 204.40	\$8.60	\$172.00	\$ 8.77	\$ 175.40	\$ 8.75	\$ 175.00
	20	SERVICE (CURB) BOX TOP SECTION ONLY W/LID	\$ 15.87	\$ 317.40	\$ 22.60	\$ 452.00	\$17.90	\$358.00	\$ 18.35	\$ 367.00	\$ 17.55	\$ 351.00
TOTAL ITEM II				\$ 8,149.40		\$ 10,309.40		\$8,948.00		\$ 9,152.50		\$ 8,703.50
III		REPAIR LIDS										
	60	CURB BOX INSIDE	\$ 8.68	\$ 520.80	\$ 9.52	\$ 571.20	\$9.10	\$546.00	\$ 10.03	\$ 601.80	\$ -	\$ -
	280	CURB BOX OUTSIDE	\$ 8.68	\$ 2,430.40	\$ 9.52	\$ 2,665.60	\$9.10	\$2,548.00	\$ 10.03	\$ 2,808.40	\$ -	
TOTAL ITEM III				\$ 2,951.20		\$ 3,236.80		\$3,094.00		\$ 3,410.20		\$ -
SUB TOTAL - ITEMS I-III				\$ 18,872.60		\$ 13,546.20		\$20,417.00		\$ 21,213.90		\$ 16,970.50
SALES TAX - 8.7%				\$ 1,641.92		\$ 1,178.52		\$ 1,776.28		\$ 1,845.61		\$ 1,476.43
GRAND TOTAL				\$ 20,514.52		\$ 14,724.72		\$22,193.28		\$ 23,059.51		\$ 18,446.93
DELIVERY			30 DAYS FRO		45 DAYS FRO		120 DAYS FRO		45-60 DAYS FRO		*30 DAYS FROM	
ADDITIONAL PURCHASES			NO		YES FOR 6 MONTHS		YES		YES		YES	
*1-1/8" RISER 60 PCS -												

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0086
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 509-625-7821	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	4096-15
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	RE#17190-17200
<u>Agenda Item Name</u>	4100-WATER PURCHASE OF MISC WATERWORKS PRODUCTS		

Agenda Wording

A)Low bid meeting specifications of HD FOWLER (Spokane, WA) for Items #2 Repair Clamps; #4 Dresser Couplings; #5 Ductile Iron Fittings; #10 O-Ring Tapping Sleeves; #11 Saddles and #17 All Thread - \$38,853.05 incl tax:

Summary (Background)

On Monday January 26, 2015 sealed bids were opened to provide the Water Department with Miscellaneous Waterworks Products. Responses were received from six (6) companies with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$646,561.79 including tax.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 646,561.79	#	4100-42440-94000-56595
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 2/9/15
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	wateraccounting@spokanecity.org	
<u>Additional Approvals</u>		mcavanaugh@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	taxes & licenses	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

B) Low bid meeting specification of HD SUPPLY WATERWORKS (Spokane, WA) for Items #1 Brass; #3 Compression Brass; #7 Megalugs, Full Face Gaskets; #9 DITJ Pipe; #13 Gate Valves; #14 Butterfly Valves and #16 Coiled Pit Setter Meter Box - \$559,416.25 including tax: C) Low bid meeting specifications of CONSOLIDATED SUPPLY (Spokane Valley, WA) for Items #6 Galvanized Fittings; #12 Tyton Joint Restraint Gaskets (Field Lok) and #15 Wafer Check Valves - \$9,324.06 including tax: D) Low bid meeting specifications of M&L SUPPLY (Spokane, WA)for Item #8 Copper Pipe - \$38,968.43 including tax

Summary (Background)

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


BRIEFING PAPER  
Public Works Committee  
Water Department  
February 09, 2015

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Subject

Purchase of Miscellaneous Waterworks Products (Bid 4096-15, Bid 4097-15, Bid 4098-15)

**Bid 4096-15**

- (a) HD Fowler (Spokane, WA) for Items #2 Repair Clamps; #4 Dresser Couplings; #5 Ductile Iron Fittings; #10 O-Ring Tapping Sleeves; #11 Saddles; #17 All Thread; \$38,853.05 including tax.
- (b) HD Supply Waterworks (Spokane, WA) for Items #1 Brass; #3 Compression Brass; #7 Megalugs, Full Face Gaskets; #9 DITJ Pipe ; #13 Gate Valves; #14 Butterfly Valves; #16 Coiled Pit Setter Meter Box, \$559,416.25 including tax.
- (c) Consolidated Supply (Spokane Valley, WA) for Items #6 Galvanized Fittings; #12 Tyton Joint Restraint Gaskets (Field Loks); #15 Wafer Check Valves, \$9,324.06 including tax.
- (d) M & L Supply (Spokane, WA) for Item #8 Copper Pipe, \$38,968.43 including tax.

**Bid 4097-15**

- (a) Olympic Foundry (Seattle, WA) for Item #1 Valve Box Top Section, \$8,986.23 including tax.
- (b) HD Fowler (Spokane, WA) for Items # 2 Service Boxes; #3 Repair Lids, \$12,066.35 including tax.

**Bid 4098-15**

- (a) HD Supply Spokane (Spokane, WA) for 6" Fire Hydrants, \$76,828.84 including tax.

Background

On Monday January 26, 2015 (Bid 4096-15, Bid 4097-15 & Bid 4098-15) were opened to provide the Water Department with Miscellaneous Waterworks Products. Numerous Responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$744,443.21 including tax.

Impact

These purchases will result in the Water Department being able to provide water service connections for new construction in 2015 and to replace older connections that are discovered through leakage tests and other means.

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.

Bid #4096-15			HD FOWLER CO 6625 E. SHARP SPOKANE WA 99212		FERGUSON ENTERPRISES 2304 N DOLLAR RD SPOKANE WA 99212		HD SUPPLY WATERWORKS 1215 N BRADLEY RD. SPOKANE,WA 99212-1184		CONSOLIDATED SUPPLY 305 N LAKE SPOKANE VALLEY WA 99212	
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		BRASS FITTINGS	FORD		FORD		FORD		AY MCDONALD	
	2	VALVE, BALL 1-1/2" PXP	\$ 54.39	\$ 108.78	\$ 97.65	\$195.30	\$47.22	\$94.44	\$ 59.49	\$ 118.98
	60	BUSHING, 1" (MIP) X 3/4" (FIP)	\$ 3.17	\$ 190.20	\$ 3.27	\$196.20	\$3.50	\$210.00	\$ -	\$ -
	5	BUSHING, 2"(MIP) X 1-1/2" (FIP)	\$ 12.62	\$ 63.10	\$ 12.73	\$63.65	\$13.60	\$68.00	\$ -	\$ -
	15	CORPORATION, 2" IPXPIPE (M)	\$ 145.83	\$ 2,187.45	\$ 148.20	\$2,223.00	\$134.53	\$2,017.95	\$ 159.47	\$ 2,392.05
	7	CURB STOP, PXP (F) BALL 2"	\$ 157.30	\$ 1,101.10	\$ 159.08	\$1,113.56	\$155.56	\$1,088.92	\$ 174.94	\$ 1,224.58
	10	PLUG, BRASS TAPERED CC 3/4"	\$ 6.54	\$ 65.40	\$ 8.20	\$82.00	\$6.96	\$69.60	\$ 6.23	\$ 62.30
										\$ -
TOTAL ITEM 1				\$ 3,716.03		\$3,873.71		\$3,548.91		\$ 3,797.91
2		CLAMPS	ROMAC		ROMAC		ROMAC		ROMAC	
	22	CLAMPS, HYDRO REPAIR - CI 6"x12"	\$ 106.75	\$ 2,348.50	\$ 108.00	\$2,376.00	\$107.70	\$2,369.40	109.53	\$ 2,409.66
	2	CLAMPS, BELL JOINT REPAIR 4"	\$ 102.69	\$ 205.38	\$ 103.00	\$206.00	\$102.67	\$205.34	104.33	\$ 208.66
	8	CLAMPS, BELL JOINT REPAIR 6"	\$ 117.07	\$ 936.56	\$ 118.00	\$944.00	\$117.62	\$940.96	119.52	\$ 956.16
	5	CLAMP, REDI 1/2"X3"	\$ 8.09	\$ 40.45	\$ 8.00	\$40.00	\$7.85	\$39.25	7.99	\$ 39.95
	6	CLAMP, REDI 1"X6"	\$ 16.20	\$ 97.20	\$ 16.00	\$96.00	\$15.73	\$94.38	15.99	\$ 95.94
	5	CALMP, REDI 2"X3"	\$ 10.68	\$ 53.40	\$ 10.50	\$52.50	\$10.38	\$51.90	10.54	\$ 52.70
	10	CLAMP, REDI FULL CIRCLE 3/4" X 3	\$ 20.73	\$ 207.30	\$ 21.00	\$210.00	\$20.73	\$207.30	21.06	\$ 210.60
	10	CLAMP, REDI FULL CIRCLE 3/4" X 6	\$ 43.91	\$ 439.10	\$ 44.50	\$445.00	\$43.90	\$439.00	44.61	\$ 446.10
	10	CLAMP, REDI FULL. CIRCLE 1"X3"	\$ 22.05	\$ 220.50	\$ 22.00	\$220.00	\$22.00	\$220.00	22.40	\$ 224.00
	10	CLAMP, REDI FULL CIRCLE 1" X 6"	\$ 44.26	\$ 442.60	\$ 44.00	\$440.00	\$44.25	\$442.50	44.97	\$ 449.70
TOTAL ITEM 2				\$ 4,990.99		\$5,029.50		\$5,010.03		\$ 5,093.47
3		COMPRESSION BRASS FITTINGS	FORD		FORD		MUELLER		AY MCDONALD	
	130	COUPLINGS, 3/4" C-COMP X C-COMP 3 PIECE	\$ 11.75	\$ 1,527.50	\$ 12.00	\$1,560.00	\$11.68	\$1,518.40	\$ 12.87	\$ 1,673.10
	65	COUPLINGS, 3/4" C-COMP X MIP	\$ 9.65	\$ 627.25	\$ 9.95	\$646.75	\$9.59	\$623.35	\$ 10.57	\$ 687.05
	20	COUPLINGS, 3/4" C-COMP X FIP	\$ 10.25	\$ 205.00	\$ 10.46	\$209.20	\$10.27	\$205.40	\$ 11.14	\$ 222.80
	130	CORPORATIONS, 3/4" MIP X C-COMP (BALL)	\$ 31.15	\$ 4,049.50	\$ 32.00	\$4,160.00	\$30.21	\$3,927.30	\$ 34.10	\$ 4,433.00
	50	CORPORATIONS, 1" MIP X C-COMP (BALL)	\$ 41.78	\$ 2,089.00	\$ 42.00	\$2,100.00	\$39.27	\$1,963.50	\$ 44.85	\$ 2,242.50
	230	CURB STOPS, 3/4" C-COMP X C-COMP (BALL)	\$ 42.64	\$ 9,807.20	\$ 43.90	\$10,097.00	\$42.80	\$9,844.00	\$ 45.17	\$ 10,389.10
	100	CURB STOPS, 1" C-COMP X C-COMP (BALL)	\$ 64.11	\$ 6,411.00	\$ 66.00	\$6,600.00	\$64.39	\$6,439.00	\$ 67.91	\$ 6,791.00
	100	CURB STOPS, 3/4" C-COMP X PIPE (F) (BALL)	\$ 37.44	\$ 3,744.00	\$ 38.55	\$3,855.00	\$37.57	\$3,757.00	\$ 41.00	\$ 4,100.00
	5	CURB STOPS, 2" C-COMP X PIPE (F) (BALL)	\$ 177.59	\$ 887.95	\$ 179.00	\$895.00	\$176.00	\$880.00	\$ 191.28	\$ 956.40
	5	ELBOW 1" C-COMP X MIP	\$ 17.94	\$ 89.70	\$ 18.14	\$90.70	\$17.25	\$86.25	\$ 19.32	\$ 96.60
	50	ELBOW, 2" C-COMP X MIP	\$ 73.21	\$ 3,660.50	\$ 75.40	\$3,770.00	\$73.07	\$3,653.50	\$ 77.55	\$ 3,877.50

	25	ELBOW, 2" C-COMP X C-COMP 90 DEG	\$ 128.05	\$ 3,201.25	\$ 130.70	\$3,267.50	\$126.54	\$3,163.50	\$ 134.73	\$ 3,368.25
TOTAL ITEM 3				\$ 36,299.85		\$37,251.15		\$36,061.20		\$ 38,837.30
4		DRESSER COUPLINGS	ROMAC		ROMAC					
	4	4" DI x 4" CI	\$ 68.46	\$ 273.84	69.00	\$276.00	\$68.45	\$273.80	\$ 69.55	\$ 278.20
	3	10" DI X 10" CI	\$ 155.04	\$ 465.12	159.00	\$477.00	\$157.02	\$471.06	\$ 159.55	\$ 478.65
	4	12" DI X 12" CI	\$ 184.86	\$ 739.44	188.00	\$752.00	\$186.83	\$747.32	\$ 189.84	\$ 759.36
TOTAL ITEM 4				\$ 1,478.40		\$1,505.00		\$1,492.18		\$ 1,516.21
5		DUCTILE IRON MJ FITTINGS - COMPACT STYLE WITHOUT ACCESSORIES								
	40	BEND, MJ BXB 45 DI 6"	\$ 44.05	\$ 1,762.00	\$ 50.47	\$2,018.80	\$47.91	\$1,916.40	\$ 51.50	\$ 2,060.00
	4	BEND, MJ BXB 45 DI 12"	\$ 139.99	\$ 559.96	\$ 160.68	\$642.72	\$152.97	\$611.88	\$ 163.95	\$ 655.80
	3	BEND, MJ BXB 90 DI 4"	\$ 33.22	\$ 99.66	\$ 38.11	\$114.33	\$36.06	\$108.18	\$ 38.88	\$ 116.64
	70	BEND, MJ XSP 45 DI 6"	\$ 49.10	\$ 3,437.00	\$ 56.14	\$3,929.80	\$53.57	\$3,749.90	\$ 57.28	\$ 4,009.60
	3	CONNECTION, FLXSP DI 4"x72"	\$ 165.39	\$ 496.17	\$ 156.64	\$469.92	\$185.00	\$555.00	\$ 226.25	\$ 678.75
	2	CONNECTION, FLXSP DI 30"x36"	\$ 1,395.92	\$ 2,791.84	\$ 1,390.00	\$2,780.00	\$1,516.75	\$3,033.50	\$ 1,858.75	\$ 3,717.50
	4	CONNECTION, FLXMJ ADAPTER DI 4"	\$ 31.80	\$ 127.20	\$ 36.05	\$144.20	\$34.52	\$138.08	\$ 35.20	\$ 140.80
	2	CONNECTION, FLXMJ ADAPTER DI 6"	\$ 43.66	\$ 87.32	\$ 49.96	\$99.92	\$47.39	\$94.78	\$ 50.97	\$ 101.94
	2	CONNECTION, FLXMJ ADAPTER DI 8"	\$ 66.46	\$ 132.92	\$ 75.71	\$151.42	\$72.11	\$144.22	\$ 77.25	\$ 154.50
	5	REDUCER, MJXSP SEB DI 8"x6"	\$ 49.84	\$ 249.20	\$ 56.65	\$283.25	\$54.09	\$270.45	\$ 57.80	\$ 289.00
	2	REDUCER, MJXSP SEB 12"x6"	\$ 110.60	\$ 221.20	\$ 126.18	\$252.36	\$120.01	\$240.02	\$ 128.75	\$ 257.50
	3	REDUCER, MJXFL 4"x3"	\$ 59.34	\$ 178.02	\$ 67.47	\$202.41	\$64.39	\$193.17	\$ 65.68	\$ 197.04
	2	REDUCER MJXFL 6"x4"	\$ 120.10	\$ 240.20	\$ 108.67	\$217.34	\$103.53	\$207.06	\$ 198.51	\$ 397.02
	2	REDUCER, MJXFL 12"x10"	\$ 293.38	\$ 586.76	\$ 334.24	\$668.48	\$318.28	\$636.56	\$ 589.93	\$ 1,179.86
	2	SLEEVE, DIMJ COMPACT 6"x6"	\$ 37.02	\$ 74.04	\$ 42.23	\$84.46	\$40.18	\$80.36	\$ 43.09	\$ 86.18
	4	SLEEVE, DIMJ SOLID 10"x12"	\$ 96.37	\$ 385.48	\$ 109.70	\$438.80	\$104.56	\$418.24	\$ 111.93	\$ 447.72
	25	SLEEVE, DIMJ SOLID 12"x12	\$ 129.40	\$ 3,235.00	\$ 148.32	\$3,708.00	\$141.12	\$3,528.00	\$ 151.34	\$ 3,783.50
	1	TEE, DIMJ 4"x4"x4"	\$ 43.67	\$ 43.67	\$ 49.96	\$49.96	\$47.39	\$47.39	\$ 50.87	\$ 50.87
	8	TEE, DIMJ 6"x6"x4"	\$ 73.48	\$ 587.84	\$ 83.95	\$671.60	\$79.84	\$638.72	\$ 85.65	\$ 685.20
	1	TEE, DIMJ 8"x8"x4"	\$ 85.45	\$ 85.45	\$ 97.34	\$97.34	\$92.71	\$92.71	\$ 99.99	\$ 99.99
	4	TEE, DIMJ 8"x8"x6"	\$ 98.75	\$ 395.00	\$ 112.27	\$449.08	\$107.13	\$428.52	\$ 114.56	\$ 458.24
	1	TEE, DIMJ 12"x12"x6"	\$ 160.46	\$ 160.46	\$ 182.83	\$182.83	\$174.08	\$174.08	\$ 186.55	\$ 186.55
TOTAL ITEM 5				\$ 15,936.39		\$17,657.02		\$17,307.22		\$ 19,754.20
6		GALVANIZED FITTINGS								
	10	BUSHINGS, 34" X 1/2"	\$ 1.10	\$ 11.00	\$ 1.50	\$15.00	\$1.16	\$11.60	2.82	\$ 28.20
	20	BUSHINGS, 2" X 3/4"	\$ 7.45	\$ 149.00	\$ 8.62	\$172.40	\$7.30	\$146.00	7.07	\$ 141.40
	10	CAPS, 1"	\$ 2.80	\$ 28.00	\$ 3.25	\$32.50	\$2.82	\$28.20	2.66	\$ 26.60

	20	COUPLINGS, GALV COMMON 3/4"	\$ 2.48	\$ 49.60	\$ 2.89	\$57.80	\$2.52	\$50.40	2.36	\$ 47.20
	50	ELBOW, GALV COMMON 90 3/4"	\$ 1.81	\$ 90.50	\$ 2.09	\$104.50	\$1.83	\$91.50	1.72	\$ 86.00
	20	ELBOW, GALV ST. 90 3/4"	\$ 3.24	\$ 64.80	\$ 3.75	\$75.00	\$3.24	\$64.80	3.07	\$ 61.40
	10	ELBOW, GALV ST. 90 1"	\$ 4.33	\$ 43.30	\$ 5.01	\$50.10	\$4.33	\$43.30	4.11	\$ 41.10
	80	ELBOW, GALV ST. 90 2"	\$ 14.97	\$ 1,197.60	\$ 17.79	\$1,423.20	\$15.18	\$1,214.40	14.62	\$ 1,169.60
	15	NIPPLE, GALV 3/4" X CLOSE	\$ 0.90	\$ 13.50	\$ 1.13	\$16.95	\$0.93	\$13.95	0.71	\$ 10.65
	12	NIPPLE, GALV 3/4" X 2"	\$ 0.97	\$ 11.64	\$ 1.25	\$15.00	\$1.00	\$12.00	0.77	\$ 9.24
	25	NIPPLE, GALV 3/4" X 3"	\$ 1.08	\$ 27.00	\$ 1.37	\$34.25	\$1.10	\$27.50	0.85	\$ 21.25
	30	PLUG, GALV 2"	\$ 6.12	\$ 183.60	\$ 7.09	\$212.70	\$6.08	\$182.40	5.81	\$ 174.30
TOTAL ITEM 6				\$ 1,869.54		\$2,209.40		\$1,886.05		\$ 1,816.94
7		MEGALUG FIELD LOK GASKETS								
		EBBA MEGALUG GLAND BOXED KITS W/STANDARD MJ GASKETS - DSC								
	150	4"	\$ 26.50	\$ 3,975.00	\$ 27.00	\$4,050.00	\$26.50	\$3,975.00	26.23	\$ 3,934.50
	200	6"	\$ 33.00	\$ 6,600.00	\$ 33.34	\$6,668.00	\$32.84	\$6,568.00	32.63	\$ 6,526.00
	200	8"	\$ 44.79	\$ 8,958.00	\$ 44.89	\$8,978.00	\$44.39	\$8,878.00	44.28	\$ 8,856.00
	20	10"	\$ 63.99	\$ 1,279.80	\$ 64.71	\$1,294.20	\$63.71	\$1,274.20	63.28	\$ 1,265.60
	12	16"	\$ 146.55	\$ 1,758.60	\$ 148.63	\$1,783.56	\$144.63	\$1,735.56	144.93	\$ 1,739.16
	20	18"	\$ 196.55	\$ 3,931.00	\$ 198.63	\$3,972.60	\$193.63	\$3,872.60	194.37	\$ 3,887.40
	10	24"	\$ 328.68	\$ 3,286.80	\$ 332.41	\$3,324.10	\$326.41	\$3,264.10	328.36	\$ 3,283.60
	12	36"	\$ 927.35	\$ 11,128.20	\$ 938.10	\$11,257.20	\$919.10	\$11,029.20	926.43	\$ 11,117.16
	4	42"	\$ 1,436.48	\$ 5,745.92	\$ 1,479.31	\$5,917.24	\$1,450.00	\$5,800.00	1442.92	\$ 5,771.68
		GASKET, FULL FACE								
	4	30"	\$ 20.12	\$ 80.48	\$ 28.82	\$115.28	\$20.56	\$82.24	25.85	\$ 103.40
	3	36"	\$ 26.22	\$ 78.66	\$ 53.49	\$160.47	\$21.61	\$64.83	33.68	\$ 101.04
TOTAL ITEM 7				\$ 46,822.46		\$47,520.65		\$46,543.73		\$ 46,585.54
8		PIPE, COPPER								
	3,600	3/4"	\$ 2.81	\$ 10,116.00	\$ 3.13	\$11,268.00	\$2.78	\$10,008.00	2.75	\$ 9,900.00
	7,920	1"	\$ 3.66	\$ 28,987.20	\$ 4.11	\$32,551.20	\$3.60	\$28,512.00	3.58	\$ 28,353.60
TOTAL ITEM 8				\$ 39,103.20		\$43,819.20		\$38,520.00		\$ 38,253.60
9		PIPE, DITJ C-50 AND C-52 W/TJ GASKETS								
	450	C-50 4"	\$ 15.61	\$ 7,024.50	\$ 22.40	\$10,080.00	\$14.98	\$6,741.00	15.73	\$ 7,078.50
	18	C-50 42"	\$ 194.45	\$ 3,500.10	\$ 209.99	\$3,779.82	\$168.53	\$3,033.54	197.36	\$ 3,552.48
TOTAL ITEM 9				\$ 10,524.60		\$13,859.82		\$9,774.54		\$ 10,630.98
10		STEEL TAPPING SLEEVE - FLANGE OUTLET WITH TYPE 304 S/S BOLTS AND NUTS	ROMAC		ROMAC		ROMAC		ROMAC	
	3	SLEEVE TAP, CI "O" RING 6" X 6" X 4"	\$ 397.80	\$ 1,193.40	\$ 409.00	\$1,227.00	\$400.00	\$1,200.00	407.11	\$ 1,221.33
	3	SLEEVE TAP, CI "O" RING 8" X 8" X4"	\$ 428.60	\$ 1,285.80	\$ 432.00	\$1,296.00	\$431.00	\$1,293.00	437.99	\$ 1,313.97
	2	SLEEVE TAP, CI "O" RING 10" X 10" X 4"	\$ 430.45	\$ 860.90	\$ 435.00	\$870.00	\$433.00	\$866.00	440.47	\$ 880.94

	1	SLEEVE TAP, CI "O" RING 10" X 10" X 6"	\$ 474.00	\$ 474.00	\$ 482.00	\$482.00	\$477.00	\$477.00	484.92	\$ 484.92
	6	SLEEVE TAP, CI "O" RING 12"X12"X4"	\$ 459.40	\$ 2,756.40	\$ 465.00	\$2,790.00	\$463.00	\$2,778.00	471.32	\$ 2,827.92
TOTAL ITEM 10				\$ 6,570.50		\$6,665.00		\$6,614.00		\$ 6,729.08
11		SERVICE SADDLES, DOUBLE STRAP WITH TYPE 304 S/S STRAPS AND TYPE 304 S/S BOLT & NUTS FOR CI/DI PIPE	ROMAC		ROMAC	ROMAC	ROMAC	ROMAC		
	60	SADDLE, DS 6"X1"	\$ 41.64	\$ 2,498.40	\$ 42.50	\$2,550.00	\$42.23	\$2,533.80	42.50	\$ 2,550.00
	30	SADDLE, DS 8"X1"	\$ 52.29	\$ 1,568.70	\$ 54.00	\$1,620.00	\$52.78	\$1,583.40	53.65	\$ 1,609.50
	12	SADDLE, DS 12"X2"	\$ 82.13	\$ 985.56	\$ 83.50	\$1,002.00	\$81.52	\$978.24	83.44	\$ 1,001.28
	1	SADDLE, DS 16"X2"	\$ 99.33	\$ 99.33	\$ 100.00	\$100.00	\$97.44	\$97.44	99.93	\$ 99.93
	10	SADDLE, DS 18"X2"	\$ 142.81	\$ 1,428.10	\$ 144.00	\$1,440.00	\$141.01	\$1,410.10	145.08	\$ 1,450.80
TOTAL ITEM 11				\$ 6,580.09		\$6,712.00		\$6,602.98		\$ 6,711.51
12	15	TYTON JOINT RESTRAINT GASKETS								
	4"		\$ 41.85	\$ 627.75	\$ 42.32	\$634.80	\$42.00	\$630.00	39.69	\$ 595.35
TOTAL ITEM 12				\$ 627.75		\$634.80		\$630.00		\$ 595.35
13		VALVES	M&H		AFC	MUELLER	AFC			
	7	GATE VALVE, DI FLxFL OPEN LEFT 3"	\$ 415.50	\$ 2,908.50	\$ 376.00	\$2,632.00	\$276.00	\$1,932.00	372.07	\$ 2,604.49
	10	GATE VALVE, DI FLxFL OPEN LEFT 4"	\$ 473.99	\$ 4,739.90	\$ 429.00	\$4,290.00	\$315.00	\$3,150.00	426.45	\$ 4,264.50
	2	GATE VALVE, DI FLxFL OPEN LEFT 6"	\$ 690.60	\$ 1,381.20	\$ 559.00	\$1,118.00	\$459.00	\$918.00	553.82	\$ 1,107.64
	3	GATE VALVE, DI MJxMJ OPEN RIGHT 4"	\$ 374.40	\$ 1,123.20	\$ 330.00	\$990.00	\$323.00	\$969.00	337.33	\$ 1,011.99
	8	GATE VALVE, DI MJxMJ OPEN RIGHT 8"	\$ 760.96	\$ 6,087.68	\$ 671.00	\$5,368.00	\$655.00	\$5,240.00	685.43	\$ 5,483.44
	4	GATE VALVE, DI MJxMJ OPEN RIGHT 12"	\$ 1,501.44	\$ 6,005.76	\$ 1,320.00	\$5,280.00	\$1,293.00	\$5,172.00	1100.00	\$ 4,400.00
	20	GATE VALVE, FLxMJ OPEN RIGHT 4"	\$ 357.44	\$ 7,148.80	\$ 315.00	\$6,300.00	\$308.00	\$6,160.00	312.48	\$ 6,249.60
	10	GATE VALVE, FLxMJ OPEN RIGHT 6"	\$ 477.76	\$ 4,777.60	\$ 421.00	\$4,210.00	\$412.00	\$4,120.00	417.51	\$ 4,175.10
	2	VALVE, VACUUM/RELEASE 1"	\$ 282.44	\$ 564.88	\$ 275.00	\$550.00	\$265.50	\$531.00	257.95	\$ 515.90
TOTAL ITEM 13				\$ 34,737.52		\$30,738.00		\$28,192.00		\$ 29,812.66
14		VALVE, BUTTERFLY OPEN RIGHT 2" SQUARE OPERATING NUT (NO ACCESS)								
	2	16" MJ X MJ	\$ 1,472.49	\$ 2,944.98	\$ 1,496.00	\$2,992.00	\$1,652.00	\$3,304.00	1455.93	\$ 2,911.86
	3	18" MJ X MJ	\$ 1,969.90	\$ 5,909.70	\$ 2,002.00	\$6,006.00	\$1,866.00	\$5,598.00	1939.79	\$ 5,819.37
	2	24" MJ X MJ	\$ 2,765.60	\$ 5,531.20	\$ 2,795.00	\$5,590.00	\$3,386.00	\$6,772.00	2709.18	\$ 5,418.36
	1	30" MJ X MJ	\$ 6,075.70	\$ 6,075.70	\$ 6,332.00	\$6,332.00	\$6,050.00	\$6,050.00	6137.65	\$ 6,137.65
	6	36" MJ X MJ	\$ 7,858.09	\$ 47,148.54	\$ 8,191.00	\$49,146.00	\$6,999.00	\$41,994.00	7859.59	\$ 47,157.54
	2	24" MJ X MJ	\$ 10,080.25	\$ 20,160.50	\$ 10,533.00	\$21,066.00	\$10,427.00	\$20,854.00	10107.12	\$ 20,214.24
	2	30:" FL x FL	\$ 5,693.30	\$ 11,386.60	\$ 5,904.00	\$11,808.00	\$6,060.00	\$12,120.00	5676.11	\$ 11,352.22
TOTAL ITEM 14				\$ 99,157.22		\$102,940.00		\$96,692.00		\$ 99,011.24
15	2	WAFER CHECK VALVES								
	18:"		\$ 3,091.46	\$ 6,182.92	\$ 3,580.00	\$7,160.00	\$3,251.00	\$6,502.00	3082.75	\$ 6,165.50
TOTAL ITEM 15				\$ 6,182.92		\$7,160.00		\$6,502.00		\$ 6,165.50
16		COILED PIT SETTER METER BOX								
	500	18"	\$ 864.35	\$ 432,175.00	\$ -	\$0.00	\$587.66	\$293,830.00	515.00	\$ 257,500.00
TOTAL ITEM 16				\$ 432,175.00		\$0.00		\$293,830.00		\$ 257,500.00
17		ALL THREAD								
	100	3/4"	\$ 1.87	\$ 187.00	\$ 2.22	\$222.00	\$2.35	\$235.00	2.20	\$ 220.00

TOTAL ITEM 17			\$ 187.00		\$222.00		\$235.00		\$ 220.00
TOTAL ITEMS 1-15			\$ 700,215.66		\$327,797.25		\$599,441.84		\$573,031.49
8.7% SALES TAX			\$60,918.76		\$28,518.41		\$52,151.44		\$ 43,853.74
GRAND TOTAL			\$ 761,134.42		\$356,315.66		\$651,593.28		\$ 616,885.23
CREDIT CARD		NO		NO		NO		YES	
ADDITIONAL PURCHASES		NO		YES		YES - 1 YR		YES	
DELIVERY		30 DAYS FRO		119 DAYS FRO		45 DAYS FRO		45 DAYS FRO	

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0108
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 509-625-7821	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	4096-15
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	RE#17190-17200
<u>Agenda Item Name</u>	4100-WATER PURCHASE OF MISC WATERWORKS PRODUCTS		

Agenda Wording

A)Low bid meeting specifications of HD FOWLER (Spokane, WA) for Items #2 Repair Clamps; #4 Dresser Couplings; #5 Ductile Iron Fittings; #10 O-Ring Tapping Sleeves; #11 Saddles and #17 All Thread - \$38,853.05 incl tax:

Summary (Background)

On Monday January 26, 2015 sealed bids were opened to provide the Water Department with Miscellaneous Waterworks Products. Responses were received from six (6) companies with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$646,561.79 including tax.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 646,561.79	#	4100-42440-94000-56595
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 2/9/15
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	wateraccounting@spokanecity.org	
<u>Additional Approvals</u>		mcavanaugh@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	taxes & licenses	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

B) Low bid meeting specification of HD SUPPLY WATERWORKS (Spokane, WA) for Items #1 Brass; #3 Compression Brass; #7 Megalugs, Full Face Gaskets; #9 DITJ Pipe; #13 Gate Valves; #14 Butterfly Valves and #16 Coiled Pit Setter Meter Box - \$559,416.25 including tax: C) Low bid meeting specifications of CONSOLIDATED SUPPLY (Spokane Valley, WA) for Items #6 Galvanized Fittings; #12 Tyton Joint Restraint Gaskets (Field Lok) and #15 Wafer Check Valves - \$9,324.06 including tax: D) Low bid meeting specifications of M&L SUPPLY (Spokane, WA)for Item #8 Copper Pipe - \$38,968.43 including tax

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


BRIEFING PAPER  
Public Works Committee  
Water Department  
February 09, 2015

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Subject

Purchase of Miscellaneous Waterworks Products (Bid 4096-15, Bid 4097-15, Bid 4098-15)

**Bid 4096-15**

- (a) HD Fowler (Spokane, WA) for Items #2 Repair Clamps; #4 Dresser Couplings; #5 Ductile Iron Fittings; #10 O-Ring Tapping Sleeves; #11 Saddles; #17 All Thread; \$38,853.05 including tax.
- (b) HD Supply Waterworks (Spokane, WA) for Items #1 Brass; #3 Compression Brass; #7 Megalugs, Full Face Gaskets; #9 DITJ Pipe ; #13 Gate Valves; #14 Butterfly Valves; #16 Coiled Pit Setter Meter Box, \$559,416.25 including tax.
- (c) Consolidated Supply (Spokane Valley, WA) for Items #6 Galvanized Fittings; #12 Tyton Joint Restraint Gaskets (Field Loks); #15 Wafer Check Valves, \$9,324.06 including tax.
- (d) M & L Supply (Spokane, WA) for Item #8 Copper Pipe, \$38,968.43 including tax.

**Bid 4097-15**

- (a) Olympic Foundry (Seattle, WA) for Item #1 Valve Box Top Section, \$8,986.23 including tax.
- (b) HD Fowler (Spokane, WA) for Items # 2 Service Boxes; #3 Repair Lids, \$12,066.35 including tax.

**Bid 4098-15**

- (a) HD Supply Spokane (Spokane, WA) for 6" Fire Hydrants, \$76,828.84 including tax.

Background

On Monday January 26, 2015 (Bid 4096-15, Bid 4097-15 & Bid 4098-15) were opened to provide the Water Department with Miscellaneous Waterworks Products. Numerous Responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$744,443.21 including tax.

Impact

These purchases will result in the Water Department being able to provide water service connections for new construction in 2015 and to replace older connections that are discovered through leakage tests and other means.

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.

Bid #4096-15			HD FOWLER CO 6625 E. SHARP SPOKANE WA 99212		FERGUSON ENTERPRISES 2304 N DOLLAR RD SPOKANE WA 99212		HD SUPPLY WATERWORKS 1215 N BRADLEY RD. SPOKANE,WA 99212-1184		CONSOLIDATED SUPPLY 305 N LAKE SPOKANE VALLEY WA 99212	
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		BRASS FITTINGS	FORD		FORD		FORD		AY MCDONALD	
	2	VALVE, BALL 1-1/2" PXP	\$ 54.39	\$ 108.78	\$ 97.65	\$195.30	\$47.22	\$94.44	\$ 59.49	\$ 118.98
	60	BUSHING, 1" (MIP) X 3/4" (FIP)	\$ 3.17	\$ 190.20	\$ 3.27	\$196.20	\$3.50	\$210.00	\$ -	\$ -
	5	BUSHING, 2"(MIP) X 1-1/2" (FIP)	\$ 12.62	\$ 63.10	\$ 12.73	\$63.65	\$13.60	\$68.00	\$ -	\$ -
	15	CORPORATION, 2" IPXPIPE (M)	\$ 145.83	\$ 2,187.45	\$ 148.20	\$2,223.00	\$134.53	\$2,017.95	\$ 159.47	\$ 2,392.05
	7	CURB STOP, PXP (F) BALL 2"	\$ 157.30	\$ 1,101.10	\$ 159.08	\$1,113.56	\$155.56	\$1,088.92	\$ 174.94	\$ 1,224.58
	10	PLUG, BRASS TAPERED CC 3/4"	\$ 6.54	\$ 65.40	\$ 8.20	\$82.00	\$6.96	\$69.60	\$ 6.23	\$ 62.30
										\$ -
TOTAL ITEM 1				\$ 3,716.03		\$3,873.71		\$3,548.91		\$ 3,797.91
2		CLAMPS	ROMAC		ROMAC		ROMAC		ROMAC	
	22	CLAMPS, HYDRO REPAIR - CI 6"x12"	\$ 106.75	\$ 2,348.50	\$ 108.00	\$2,376.00	\$107.70	\$2,369.40	109.53	\$ 2,409.66
	2	CLAMPS, BELL JOINT REPAIR 4"	\$ 102.69	\$ 205.38	\$ 103.00	\$206.00	\$102.67	\$205.34	104.33	\$ 208.66
	8	CLAMPS, BELL JOINT REPAIR 6"	\$ 117.07	\$ 936.56	\$ 118.00	\$944.00	\$117.62	\$940.96	119.52	\$ 956.16
	5	CLAMP, REDI 1/2"X3"	\$ 8.09	\$ 40.45	\$ 8.00	\$40.00	\$7.85	\$39.25	7.99	\$ 39.95
	6	CLAMP, REDI 1"x6"	\$ 16.20	\$ 97.20	\$ 16.00	\$96.00	\$15.73	\$94.38	15.99	\$ 95.94
	5	CALMP, REDI 2"X3"	\$ 10.68	\$ 53.40	\$ 10.50	\$52.50	\$10.38	\$51.90	10.54	\$ 52.70
	10	CLAMP, REDI FULL CIRCLE 3/4" X 3	\$ 20.73	\$ 207.30	\$ 21.00	\$210.00	\$20.73	\$207.30	21.06	\$ 210.60
	10	CLAMP, REDI FULL CIRCLE 3/4" X 6	\$ 43.91	\$ 439.10	\$ 44.50	\$445.00	\$43.90	\$439.00	44.61	\$ 446.10
	10	CLAMP, REDI FULL. CIRCLE 1"X3"	\$ 22.05	\$ 220.50	\$ 22.00	\$220.00	\$22.00	\$220.00	22.40	\$ 224.00
	10	CLAMP, REDI FULL CIRCLE 1" X 6"	\$ 44.26	\$ 442.60	\$ 44.00	\$440.00	\$44.25	\$442.50	44.97	\$ 449.70
TOTAL ITEM 2				\$ 4,990.99		\$5,029.50		\$5,010.03		\$ 5,093.47
3		COMPRESSION BRASS FITTINGS	FORD		FORD		MUELLER		AY MCDONALD	
	130	COUPLINGS, 3/4" C-COMP X C-COMP 3 PIECE	\$ 11.75	\$ 1,527.50	\$ 12.00	\$1,560.00	\$11.68	\$1,518.40	\$ 12.87	\$ 1,673.10
	65	COUPLINGS, 3/4" C-COMP X MIP	\$ 9.65	\$ 627.25	\$ 9.95	\$646.75	\$9.59	\$623.35	\$ 10.57	\$ 687.05
	20	COUPLINGS, 3/4" C-COMP X FIP	\$ 10.25	\$ 205.00	\$ 10.46	\$209.20	\$10.27	\$205.40	\$ 11.14	\$ 222.80
	130	CORPORATIONS, 3/4" MIP X C-COMP (BALL)	\$ 31.15	\$ 4,049.50	\$ 32.00	\$4,160.00	\$30.21	\$3,927.30	\$ 34.10	\$ 4,433.00
	50	CORPORATIONS, 1" MIP X C-COMP (BALL)	\$ 41.78	\$ 2,089.00	\$ 42.00	\$2,100.00	\$39.27	\$1,963.50	\$ 44.85	\$ 2,242.50
	230	CURB STOPS, 3/4" C-COMP X C-COMP (BALL)	\$ 42.64	\$ 9,807.20	\$ 43.90	\$10,097.00	\$42.80	\$9,844.00	\$ 45.17	\$ 10,389.10
	100	CURB STOPS, 1" C-COMP X C-COMP (BALL)	\$ 64.11	\$ 6,411.00	\$ 66.00	\$6,600.00	\$64.39	\$6,439.00	\$ 67.91	\$ 6,791.00
	100	CURB STOPS, 3/4" C-COMP X PIPE (F) (BALL)	\$ 37.44	\$ 3,744.00	\$ 38.55	\$3,855.00	\$37.57	\$3,757.00	\$ 41.00	\$ 4,100.00
	5	CURB STOPS, 2" C-COMP X PIPE (F) (BALL)	\$ 177.59	\$ 887.95	\$ 179.00	\$895.00	\$176.00	\$880.00	\$ 191.28	\$ 956.40
	5	ELBOW 1" C-COMP X MIP	\$ 17.94	\$ 89.70	\$ 18.14	\$90.70	\$17.25	\$86.25	\$ 19.32	\$ 96.60
	50	ELBOW, 2" C-COMP X MIP	\$ 73.21	\$ 3,660.50	\$ 75.40	\$3,770.00	\$73.07	\$3,653.50	\$ 77.55	\$ 3,877.50

	25	ELBOW, 2" C-COMP X C-COMP 90 DEG	\$ 128.05	\$ 3,201.25	\$ 130.70	\$3,267.50	\$126.54	\$3,163.50	\$ 134.73	\$ 3,368.25
TOTAL ITEM 3				\$ 36,299.85		\$37,251.15		\$36,061.20		\$ 38,837.30
4		DRESSER COUPLINGS	ROMAC		ROMAC					
	4	4" DI x 4" CI	\$ 68.46	\$ 273.84	69.00	\$276.00	\$68.45	\$273.80	\$ 69.55	\$ 278.20
	3	10" DI X 10" CI	\$ 155.04	\$ 465.12	159.00	\$477.00	\$157.02	\$471.06	\$ 159.55	\$ 478.65
	4	12" DI X 12" CI	\$ 184.86	\$ 739.44	188.00	\$752.00	\$186.83	\$747.32	\$ 189.84	\$ 759.36
TOTAL ITEM 4				\$ 1,478.40		\$1,505.00		\$1,492.18		\$ 1,516.21
5		DUCTILE IRON MJ FITTINGS - COMPACT STYLE WITHOUT ACCESSORIES								
	40	BEND, MJ BXB 45 DI 6"	\$ 44.05	\$ 1,762.00	\$ 50.47	\$2,018.80	\$47.91	\$1,916.40	\$ 51.50	\$ 2,060.00
	4	BEND, MJ BXB 45 DI 12"	\$ 139.99	\$ 559.96	\$ 160.68	\$642.72	\$152.97	\$611.88	\$ 163.95	\$ 655.80
	3	BEND, MJ BXB 90 DI 4"	\$ 33.22	\$ 99.66	\$ 38.11	\$114.33	\$36.06	\$108.18	\$ 38.88	\$ 116.64
	70	BEND, MJ XSP 45 DI 6"	\$ 49.10	\$ 3,437.00	\$ 56.14	\$3,929.80	\$53.57	\$3,749.90	\$ 57.28	\$ 4,009.60
	3	CONNECTION, FLXSP DI 4"x72"	\$ 165.39	\$ 496.17	\$ 156.64	\$469.92	\$185.00	\$555.00	\$ 226.25	\$ 678.75
	2	CONNECTION, FLXSP DI 30"x36"	\$ 1,395.92	\$ 2,791.84	\$ 1,390.00	\$2,780.00	\$1,516.75	\$3,033.50	\$ 1,858.75	\$ 3,717.50
	4	CONNECTION, FLXMJ ADAPTER DI 4"	\$ 31.80	\$ 127.20	\$ 36.05	\$144.20	\$34.52	\$138.08	\$ 35.20	\$ 140.80
	2	CONNECTION, FLXMJ ADAPTER DI 6"	\$ 43.66	\$ 87.32	\$ 49.96	\$99.92	\$47.39	\$94.78	\$ 50.97	\$ 101.94
	2	CONNECTION, FLXMJ ADAPTER DI 8"	\$ 66.46	\$ 132.92	\$ 75.71	\$151.42	\$72.11	\$144.22	\$ 77.25	\$ 154.50
	5	REDUCER, MJXSP SEB DI 8"x6"	\$ 49.84	\$ 249.20	\$ 56.65	\$283.25	\$54.09	\$270.45	\$ 57.80	\$ 289.00
	2	REDUCER, MJXSP SEB 12"x6"	\$ 110.60	\$ 221.20	\$ 126.18	\$252.36	\$120.01	\$240.02	\$ 128.75	\$ 257.50
	3	REDUCER, MJXFL 4"x3"	\$ 59.34	\$ 178.02	\$ 67.47	\$202.41	\$64.39	\$193.17	\$ 65.68	\$ 197.04
	2	REDUCER MJXFL 6"x4"	\$ 120.10	\$ 240.20	\$ 108.67	\$217.34	\$103.53	\$207.06	\$ 198.51	\$ 397.02
	2	REDUCER, MJXFL 12"x10"	\$ 293.38	\$ 586.76	\$ 334.24	\$668.48	\$318.28	\$636.56	\$ 589.93	\$ 1,179.86
	2	SLEEVE, DIMJ COMPACT 6"x6"	\$ 37.02	\$ 74.04	\$ 42.23	\$84.46	\$40.18	\$80.36	\$ 43.09	\$ 86.18
	4	SLEEVE, DIMJ SOLID 10"x12"	\$ 96.37	\$ 385.48	\$ 109.70	\$438.80	\$104.56	\$418.24	\$ 111.93	\$ 447.72
	25	SLEEVE, DIMJ SOLID 12"x12	\$ 129.40	\$ 3,235.00	\$ 148.32	\$3,708.00	\$141.12	\$3,528.00	\$ 151.34	\$ 3,783.50
	1	TEE, DIMJ 4"x4"x4"	\$ 43.67	\$ 43.67	\$ 49.96	\$49.96	\$47.39	\$47.39	\$ 50.87	\$ 50.87
	8	TEE, DIMJ 6"x6"x4"	\$ 73.48	\$ 587.84	\$ 83.95	\$671.60	\$79.84	\$638.72	\$ 85.65	\$ 685.20
	1	TEE, DIMJ 8"x8"x4"	\$ 85.45	\$ 85.45	\$ 97.34	\$97.34	\$92.71	\$92.71	\$ 99.99	\$ 99.99
	4	TEE, DIMJ 8"x8"x6"	\$ 98.75	\$ 395.00	\$ 112.27	\$449.08	\$107.13	\$428.52	\$ 114.56	\$ 458.24
	1	TEE, DIMJ 12"x12"x6"	\$ 160.46	\$ 160.46	\$ 182.83	\$182.83	\$174.08	\$174.08	\$ 186.55	\$ 186.55
TOTAL ITEM 5				\$ 15,936.39		\$17,657.02		\$17,307.22		\$ 19,754.20
6		GALVANIZED FITTINGS								
	10	BUSHINGS, 34" X 1/2"	\$ 1.10	\$ 11.00	\$ 1.50	\$15.00	\$1.16	\$11.60	2.82	\$ 28.20
	20	BUSHINGS, 2" X 3/4"	\$ 7.45	\$ 149.00	\$ 8.62	\$172.40	\$7.30	\$146.00	7.07	\$ 141.40
	10	CAPS, 1"	\$ 2.80	\$ 28.00	\$ 3.25	\$32.50	\$2.82	\$28.20	2.66	\$ 26.60

	20	COUPLINGS, GALV COMMON 3/4"	\$ 2.48	\$ 49.60	\$ 2.89	\$57.80	\$2.52	\$50.40	2.36	\$ 47.20
	50	ELBOW, GALV COMMON 90 3/4"	\$ 1.81	\$ 90.50	\$ 2.09	\$104.50	\$1.83	\$91.50	1.72	\$ 86.00
	20	ELBOW, GALV ST. 90 3/4"	\$ 3.24	\$ 64.80	\$ 3.75	\$75.00	\$3.24	\$64.80	3.07	\$ 61.40
	10	ELBOW, GALV ST. 90 1"	\$ 4.33	\$ 43.30	\$ 5.01	\$50.10	\$4.33	\$43.30	4.11	\$ 41.10
	80	ELBOW, GALV ST. 90 2"	\$ 14.97	\$ 1,197.60	\$ 17.79	\$1,423.20	\$15.18	\$1,214.40	14.62	\$ 1,169.60
	15	NIPPLE, GALV 3/4" X CLOSE	\$ 0.90	\$ 13.50	\$ 1.13	\$16.95	\$0.93	\$13.95	0.71	\$ 10.65
	12	NIPPLE, GALV 3/4" X 2"	\$ 0.97	\$ 11.64	\$ 1.25	\$15.00	\$1.00	\$12.00	0.77	\$ 9.24
	25	NIPPLE, GALV 3/4" X 3"	\$ 1.08	\$ 27.00	\$ 1.37	\$34.25	\$1.10	\$27.50	0.85	\$ 21.25
	30	PLUG, GALV 2"	\$ 6.12	\$ 183.60	\$ 7.09	\$212.70	\$6.08	\$182.40	5.81	\$ 174.30
TOTAL ITEM 6				\$ 1,869.54		\$2,209.40		\$1,886.05		\$ 1,816.94
7		MEGALUG FIELD LOK GASKETS								
		EBBA MEGALUG GLAND BOXED KITS W/STANDARD MJ GASKETS - DSC								
	150	4"	\$ 26.50	\$ 3,975.00	\$ 27.00	\$4,050.00	\$26.50	\$3,975.00	26.23	\$ 3,934.50
	200	6"	\$ 33.00	\$ 6,600.00	\$ 33.34	\$6,668.00	\$32.84	\$6,568.00	32.63	\$ 6,526.00
	200	8"	\$ 44.79	\$ 8,958.00	\$ 44.89	\$8,978.00	\$44.39	\$8,878.00	44.28	\$ 8,856.00
	20	10"	\$ 63.99	\$ 1,279.80	\$ 64.71	\$1,294.20	\$63.71	\$1,274.20	63.28	\$ 1,265.60
	12	16"	\$ 146.55	\$ 1,758.60	\$ 148.63	\$1,783.56	\$144.63	\$1,735.56	144.93	\$ 1,739.16
	20	18"	\$ 196.55	\$ 3,931.00	\$ 198.63	\$3,972.60	\$193.63	\$3,872.60	194.37	\$ 3,887.40
	10	24"	\$ 328.68	\$ 3,286.80	\$ 332.41	\$3,324.10	\$326.41	\$3,264.10	328.36	\$ 3,283.60
	12	36"	\$ 927.35	\$ 11,128.20	\$ 938.10	\$11,257.20	\$919.10	\$11,029.20	926.43	\$ 11,117.16
	4	42"	\$ 1,436.48	\$ 5,745.92	\$ 1,479.31	\$5,917.24	\$1,450.00	\$5,800.00	1442.92	\$ 5,771.68
		GASKET, FULL FACE								
	4	30"	\$ 20.12	\$ 80.48	\$ 28.82	\$115.28	\$20.56	\$82.24	25.85	\$ 103.40
	3	36"	\$ 26.22	\$ 78.66	\$ 53.49	\$160.47	\$21.61	\$64.83	33.68	\$ 101.04
TOTAL ITEM 7				\$ 46,822.46		\$47,520.65		\$46,543.73		\$ 46,585.54
8		PIPE, COPPER								
	3,600	3/4"	\$ 2.81	\$ 10,116.00	\$ 3.13	\$11,268.00	\$2.78	\$10,008.00	2.75	\$ 9,900.00
	7,920	1"	\$ 3.66	\$ 28,987.20	\$ 4.11	\$32,551.20	\$3.60	\$28,512.00	3.58	\$ 28,353.60
TOTAL ITEM 8				\$ 39,103.20		\$43,819.20		\$38,520.00		\$ 38,253.60
9		PIPE, DITJ C-50 AND C-52 W/TJ GASKETS								
	450	C-50 4"	\$ 15.61	\$ 7,024.50	\$ 22.40	\$10,080.00	\$14.98	\$6,741.00	15.73	\$ 7,078.50
	18	C-50 42"	\$ 194.45	\$ 3,500.10	\$ 209.99	\$3,779.82	\$168.53	\$3,033.54	197.36	\$ 3,552.48
TOTAL ITEM 9				\$ 10,524.60		\$13,859.82		\$9,774.54		\$ 10,630.98
10		STEEL TAPPING SLEEVE - FLANGE OUTLET WITH TYPE 304 S/S BOLTS AND NUTS	ROMAC		ROMAC		ROMAC		ROMAC	
	3	SLEEVE TAP, CI "O" RING 6" X 6" X 4"	\$ 397.80	\$ 1,193.40	\$ 409.00	\$1,227.00	\$400.00	\$1,200.00	407.11	\$ 1,221.33
	3	SLEEVE TAP, CI "O" RING 8" X 8" X4"	\$ 428.60	\$ 1,285.80	\$ 432.00	\$1,296.00	\$431.00	\$1,293.00	437.99	\$ 1,313.97
	2	SLEEVE TAP, CI "O" RING 10" X 10" X 4"	\$ 430.45	\$ 860.90	\$ 435.00	\$870.00	\$433.00	\$866.00	440.47	\$ 880.94

	1	SLEEVE TAP, CI "O" RING 10" X 10" X 6"	\$ 474.00	\$ 474.00	\$ 482.00	\$482.00	\$477.00	\$477.00	484.92	\$ 484.92
	6	SLEEVE TAP, CI "O" RING 12"X12"X4"	\$ 459.40	\$ 2,756.40	\$ 465.00	\$2,790.00	\$463.00	\$2,778.00	471.32	\$ 2,827.92
TOTAL ITEM 10				\$ 6,570.50		\$6,665.00		\$6,614.00		\$ 6,729.08
11		SERVICE SADDLES, DOUBLE STRAP WITH TYPE 304 S/S STRAPS AND TYPE 304 S/S BOLT & NUTS FOR CI/DI PIPE	ROMAC		ROMAC	ROMAC	ROMAC	ROMAC		
	60	SADDLE, DS 6"X1"	\$ 41.64	\$ 2,498.40	\$ 42.50	\$2,550.00	\$42.23	\$2,533.80	42.50	\$ 2,550.00
	30	SADDLE, DS 8"X1"	\$ 52.29	\$ 1,568.70	\$ 54.00	\$1,620.00	\$52.78	\$1,583.40	53.65	\$ 1,609.50
	12	SADDLE, DS 12"X2"	\$ 82.13	\$ 985.56	\$ 83.50	\$1,002.00	\$81.52	\$978.24	83.44	\$ 1,001.28
	1	SADDLE, DS 16"X2"	\$ 99.33	\$ 99.33	\$ 100.00	\$100.00	\$97.44	\$97.44	99.93	\$ 99.93
	10	SADDLE, DS 18"X2"	\$ 142.81	\$ 1,428.10	\$ 144.00	\$1,440.00	\$141.01	\$1,410.10	145.08	\$ 1,450.80
TOTAL ITEM 11				\$ 6,580.09		\$6,712.00		\$6,602.98		\$ 6,711.51
12	15	TYTON JOINT RESTRAINT GASKETS								
	4"		\$ 41.85	\$ 627.75	\$ 42.32	\$634.80	\$42.00	\$630.00	39.69	\$ 595.35
TOTAL ITEM 12				\$ 627.75		\$634.80		\$630.00		\$ 595.35
13		VALVES	M&H		AFC	MUELLER	AFC			
	7	GATE VALVE, DI FLxFL OPEN LEFT 3"	\$ 415.50	\$ 2,908.50	\$ 376.00	\$2,632.00	\$276.00	\$1,932.00	372.07	\$ 2,604.49
	10	GATE VALVE, DI FLXFL OPEN LEFT 4"	\$ 473.99	\$ 4,739.90	\$ 429.00	\$4,290.00	\$315.00	\$3,150.00	426.45	\$ 4,264.50
	2	GATE VALVE, DI FLXFL OPEN LEFT 6"	\$ 690.60	\$ 1,381.20	\$ 559.00	\$1,118.00	\$459.00	\$918.00	553.82	\$ 1,107.64
	3	GATE VALVE, DI MJxMJ OPEN RIGHT 4"	\$ 374.40	\$ 1,123.20	\$ 330.00	\$990.00	\$323.00	\$969.00	337.33	\$ 1,011.99
	8	GATE VALVE, DI MJxMJ OPEN RIGHT 8"	\$ 760.96	\$ 6,087.68	\$ 671.00	\$5,368.00	\$655.00	\$5,240.00	685.43	\$ 5,483.44
	4	GATE VALVE, DI MJxMJ OPEN RIGHT 12"	\$ 1,501.44	\$ 6,005.76	\$ 1,320.00	\$5,280.00	\$1,293.00	\$5,172.00	1100.00	\$ 4,400.00
	20	GATE VALVE, FLxMJ OPEN RIGHT 4"	\$ 357.44	\$ 7,148.80	\$ 315.00	\$6,300.00	\$308.00	\$6,160.00	312.48	\$ 6,249.60
	10	GATE VALVE, FLxMJ OPEN RIGHT 6"	\$ 477.76	\$ 4,777.60	\$ 421.00	\$4,210.00	\$412.00	\$4,120.00	417.51	\$ 4,175.10
	2	VALVE, VACUUM/RELEASE 1"	\$ 282.44	\$ 564.88	\$ 275.00	\$550.00	\$265.50	\$531.00	257.95	\$ 515.90
TOTAL ITEM 13				\$ 34,737.52		\$30,738.00		\$28,192.00		\$ 29,812.66
14		VALVE, BUTTERFLY OPEN RIGHT 2" SQUARE OPERATING NUT (NO ACCESS)								
	2	16" MJ X MJ	\$ 1,472.49	\$ 2,944.98	\$ 1,496.00	\$2,992.00	\$1,652.00	\$3,304.00	1455.93	\$ 2,911.86
	3	18" MJ X MJ	\$ 1,969.90	\$ 5,909.70	\$ 2,002.00	\$6,006.00	\$1,866.00	\$5,598.00	1939.79	\$ 5,819.37
	2	24" MJ X MJ	\$ 2,765.60	\$ 5,531.20	\$ 2,795.00	\$5,590.00	\$3,386.00	\$6,772.00	2709.18	\$ 5,418.36
	1	30" MJ X MJ	\$ 6,075.70	\$ 6,075.70	\$ 6,332.00	\$6,332.00	\$6,050.00	\$6,050.00	6137.65	\$ 6,137.65
	6	36" MJ X MJ	\$ 7,858.09	\$ 47,148.54	\$ 8,191.00	\$49,146.00	\$6,999.00	\$41,994.00	7859.59	\$ 47,157.54
	2	24" MJ X MJ	\$ 10,080.25	\$ 20,160.50	\$ 10,533.00	\$21,066.00	\$10,427.00	\$20,854.00	10107.12	\$ 20,214.24
	2	30:" FL x FL	\$ 5,693.30	\$ 11,386.60	\$ 5,904.00	\$11,808.00	\$6,060.00	\$12,120.00	5676.11	\$ 11,352.22
TOTAL ITEM 14				\$ 99,157.22		\$102,940.00		\$96,692.00		\$ 99,011.24
15	2	WAFER CHECK VALVES								
	18:"		\$ 3,091.46	\$ 6,182.92	\$ 3,580.00	\$7,160.00	\$3,251.00	\$6,502.00	3082.75	\$ 6,165.50
TOTAL ITEM 15				\$ 6,182.92		\$7,160.00		\$6,502.00		\$ 6,165.50
16		COILED PIT SETTER METER BOX								
	500	18"	\$ 864.35	\$ 432,175.00	\$ -	\$0.00	\$587.66	\$293,830.00	515.00	\$ 257,500.00
TOTAL ITEM 16				\$ 432,175.00		\$0.00		\$293,830.00		\$ 257,500.00
17		ALL THREAD								
	100	3/4"	\$ 1.87	\$ 187.00	\$ 2.22	\$222.00	\$2.35	\$235.00	2.20	\$ 220.00

TOTAL ITEM 17			\$ 187.00		\$222.00		\$235.00		\$ 220.00
TOTAL ITEMS 1-15			\$ 700,215.66		\$327,797.25		\$599,441.84		\$573,031.49
8.7% SALES TAX			\$60,918.76		\$28,518.41		\$52,151.44		\$ 43,853.74
GRAND TOTAL			\$ 761,134.42		\$356,315.66		\$651,593.28		\$ 616,885.23
CREDIT CARD		NO		NO		NO		YES	
ADDITIONAL PURCHASES		NO		YES		YES - 1 YR		YES	
DELIVERY		30 DAYS FRO		119 DAYS FRO		45 DAYS FRO		45 DAYS FRO	

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0109
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 509-625-7821	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	4096-15
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	RE#17190-17200
<u>Agenda Item Name</u>	4100-WATER PURCHASE OF MISC WATERWORKS PRODUCTS		

Agenda Wording

A)Low bid meeting specifications of HD FOWLER (Spokane, WA) for Items #2 Repair Clamps; #4 Dresser Couplings; #5 Ductile Iron Fittings; #10 O-Ring Tapping Sleeves; #11 Saddles and #17 All Thread - \$38,853.05 incl tax:

Summary (Background)

On Monday January 26, 2015 sealed bids were opened to provide the Water Department with Miscellaneous Waterworks Products. Responses were received from six (6) companies with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$646,561.79 including tax.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 646,561.79	#	4100-42440-94000-56595
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 2/9/15
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	wateraccounting@spokanecity.org	
<u>Additional Approvals</u>		mcavanaugh@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	taxes & licenses	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

B) Low bid meeting specification of HD SUPPLY WATERWORKS (Spokane, WA) for Items #1 Brass; #3 Compression Brass; #7 Megalugs, Full Face Gaskets; #9 DITJ Pipe; #13 Gate Valves; #14 Butterfly Valves and #16 Coiled Pit Setter Meter Box - \$559,416.25 including tax: C) Low bid meeting specifications of CONSOLIDATED SUPPLY (Spokane Valley, WA) for Items #6 Galvanized Fittings; #12 Tyton Joint Restraint Gaskets (Field Lok) and #15 Wafer Check Valves - \$9,324.06 including tax: D) Low bid meeting specifications of M&L SUPPLY (Spokane, WA)for Item #8 Copper Pipe - \$38,968.43 including tax

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


BRIEFING PAPER  
Public Works Committee  
Water Department  
February 09, 2015

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Subject

Purchase of Miscellaneous Waterworks Products (Bid 4096-15, Bid 4097-15, Bid 4098-15)

**Bid 4096-15**

- (a) HD Fowler (Spokane, WA) for Items #2 Repair Clamps; #4 Dresser Couplings; #5 Ductile Iron Fittings; #10 O-Ring Tapping Sleeves; #11 Saddles; #17 All Thread; \$38,853.05 including tax.
- (b) HD Supply Waterworks (Spokane, WA) for Items #1 Brass; #3 Compression Brass; #7 Megalugs, Full Face Gaskets; #9 DITJ Pipe ; #13 Gate Valves; #14 Butterfly Valves; #16 Coiled Pit Setter Meter Box, \$559,416.25 including tax.
- (c) Consolidated Supply (Spokane Valley, WA) for Items #6 Galvanized Fittings; #12 Tyton Joint Restraint Gaskets (Field Loks); #15 Wafer Check Valves, \$9,324.06 including tax.
- (d) M & L Supply (Spokane, WA) for Item #8 Copper Pipe, \$38,968.43 including tax.

**Bid 4097-15**

- (a) Olympic Foundry (Seattle, WA) for Item #1 Valve Box Top Section, \$8,986.23 including tax.
- (b) HD Fowler (Spokane, WA) for Items # 2 Service Boxes; #3 Repair Lids, \$12,066.35 including tax.

**Bid 4098-15**

- (a) HD Supply Spokane (Spokane, WA) for 6" Fire Hydrants, \$76,828.84 including tax.

Background

On Monday January 26, 2015 (Bid 4096-15, Bid 4097-15 & Bid 4098-15) were opened to provide the Water Department with Miscellaneous Waterworks Products. Numerous Responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$744,443.21 including tax.

Impact

These purchases will result in the Water Department being able to provide water service connections for new construction in 2015 and to replace older connections that are discovered through leakage tests and other means.

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.

Bid #4096-15			HD FOWLER CO 6625 E. SHARP SPOKANE WA 99212		FERGUSON ENTERPRISES 2304 N DOLLAR RD SPOKANE WA 99212		HD SUPPLY WATERWORKS 1215 N BRADLEY RD. SPOKANE,WA 99212-1184		CONSOLIDATED SUPPLY 305 N LAKE SPOKANE VALLEY WA 99212	
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		BRASS FITTINGS	FORD		FORD		FORD		AY MCDONALD	
	2	VALVE, BALL 1-1/2" PXP	\$ 54.39	\$ 108.78	\$ 97.65	\$195.30	\$47.22	\$94.44	\$ 59.49	\$ 118.98
	60	BUSHING, 1" (MIP) X 3/4" (FIP)	\$ 3.17	\$ 190.20	\$ 3.27	\$196.20	\$3.50	\$210.00	\$ -	\$ -
	5	BUSHING, 2"(MIP) X 1-1/2" (FIP)	\$ 12.62	\$ 63.10	\$ 12.73	\$63.65	\$13.60	\$68.00	\$ -	\$ -
	15	CORPORATION, 2" IPXPIPE (M)	\$ 145.83	\$ 2,187.45	\$ 148.20	\$2,223.00	\$134.53	\$2,017.95	\$ 159.47	\$ 2,392.05
	7	CURB STOP, PXP (F) BALL 2"	\$ 157.30	\$ 1,101.10	\$ 159.08	\$1,113.56	\$155.56	\$1,088.92	\$ 174.94	\$ 1,224.58
	10	PLUG, BRASS TAPERED CC 3/4"	\$ 6.54	\$ 65.40	\$ 8.20	\$82.00	\$6.96	\$69.60	\$ 6.23	\$ 62.30
										\$ -
TOTAL ITEM 1				\$ 3,716.03		\$3,873.71		\$3,548.91		\$ 3,797.91
2		CLAMPS	ROMAC		ROMAC		ROMAC		ROMAC	
	22	CLAMPS, HYDRO REPAIR - CI 6"x12"	\$ 106.75	\$ 2,348.50	\$ 108.00	\$2,376.00	\$107.70	\$2,369.40	109.53	\$ 2,409.66
	2	CLAMPS, BELL JOINT REPAIR 4"	\$ 102.69	\$ 205.38	\$ 103.00	\$206.00	\$102.67	\$205.34	104.33	\$ 208.66
	8	CLAMPS, BELL JOINT REPAIR 6"	\$ 117.07	\$ 936.56	\$ 118.00	\$944.00	\$117.62	\$940.96	119.52	\$ 956.16
	5	CLAMP, REDI 1/2"X3"	\$ 8.09	\$ 40.45	\$ 8.00	\$40.00	\$7.85	\$39.25	7.99	\$ 39.95
	6	CLAMP, REDI 1"X6"	\$ 16.20	\$ 97.20	\$ 16.00	\$96.00	\$15.73	\$94.38	15.99	\$ 95.94
	5	CALMP, REDI 2"X3"	\$ 10.68	\$ 53.40	\$ 10.50	\$52.50	\$10.38	\$51.90	10.54	\$ 52.70
	10	CLAMP, REDI FULL CIRCLE 3/4" X 3	\$ 20.73	\$ 207.30	\$ 21.00	\$210.00	\$20.73	\$207.30	21.06	\$ 210.60
	10	CLAMP, REDI FULL CIRCLE 3/4" X 6	\$ 43.91	\$ 439.10	\$ 44.50	\$445.00	\$43.90	\$439.00	44.61	\$ 446.10
	10	CLAMP, REDI FULL. CIRCLE 1"X3"	\$ 22.05	\$ 220.50	\$ 22.00	\$220.00	\$22.00	\$220.00	22.40	\$ 224.00
	10	CLAMP, REDI FULL CIRCLE 1" X 6"	\$ 44.26	\$ 442.60	\$ 44.00	\$440.00	\$44.25	\$442.50	44.97	\$ 449.70
TOTAL ITEM 2				\$ 4,990.99		\$5,029.50		\$5,010.03		\$ 5,093.47
3		COMPRESSION BRASS FITTINGS	FORD		FORD		MUELLER		AY MCDONALD	
	130	COUPLINGS, 3/4" C-COMP X C-COMP 3 PIECE	\$ 11.75	\$ 1,527.50	\$ 12.00	\$1,560.00	\$11.68	\$1,518.40	\$ 12.87	\$ 1,673.10
	65	COUPLINGS, 3/4" C-COMP X MIP	\$ 9.65	\$ 627.25	\$ 9.95	\$646.75	\$9.59	\$623.35	\$ 10.57	\$ 687.05
	20	COUPLINGS, 3/4" C-COMP X FIP	\$ 10.25	\$ 205.00	\$ 10.46	\$209.20	\$10.27	\$205.40	\$ 11.14	\$ 222.80
	130	CORPORATIONS, 3/4" MIP X C-COMP (BALL)	\$ 31.15	\$ 4,049.50	\$ 32.00	\$4,160.00	\$30.21	\$3,927.30	\$ 34.10	\$ 4,433.00
	50	CORPORATIONS, 1" MIP X C-COMP (BALL)	\$ 41.78	\$ 2,089.00	\$ 42.00	\$2,100.00	\$39.27	\$1,963.50	\$ 44.85	\$ 2,242.50
	230	CURB STOPS, 3/4" C-COMP X C-COMP (BALL)	\$ 42.64	\$ 9,807.20	\$ 43.90	\$10,097.00	\$42.80	\$9,844.00	\$ 45.17	\$ 10,389.10
	100	CURB STOPS, 1" C-COMP X C-COMP (BALL)	\$ 64.11	\$ 6,411.00	\$ 66.00	\$6,600.00	\$64.39	\$6,439.00	\$ 67.91	\$ 6,791.00
	100	CURB STOPS, 3/4" C-COMP X PIPE (F) (BALL)	\$ 37.44	\$ 3,744.00	\$ 38.55	\$3,855.00	\$37.57	\$3,757.00	\$ 41.00	\$ 4,100.00
	5	CURB STOPS, 2" C-COMP X PIPE (F) (BALL)	\$ 177.59	\$ 887.95	\$ 179.00	\$895.00	\$176.00	\$880.00	\$ 191.28	\$ 956.40
	5	ELBOW 1" C-COMP X MIP	\$ 17.94	\$ 89.70	\$ 18.14	\$90.70	\$17.25	\$86.25	\$ 19.32	\$ 96.60
	50	ELBOW, 2" C-COMP X MIP	\$ 73.21	\$ 3,660.50	\$ 75.40	\$3,770.00	\$73.07	\$3,653.50	\$ 77.55	\$ 3,877.50

	25	ELBOW, 2" C-COMP X C-COMP 90 DEG	\$ 128.05	\$ 3,201.25	\$ 130.70	\$3,267.50	\$126.54	\$3,163.50	\$ 134.73	\$ 3,368.25
TOTAL ITEM 3				\$ 36,299.85		\$37,251.15		\$36,061.20		\$ 38,837.30
4		DRESSER COUPLINGS	ROMAC		ROMAC					
	4	4" DI x 4" CI	\$ 68.46	\$ 273.84	69.00	\$276.00	\$68.45	\$273.80	\$ 69.55	\$ 278.20
	3	10" DI X 10" CI	\$ 155.04	\$ 465.12	159.00	\$477.00	\$157.02	\$471.06	\$ 159.55	\$ 478.65
	4	12" DI X 12" CI	\$ 184.86	\$ 739.44	188.00	\$752.00	\$186.83	\$747.32	\$ 189.84	\$ 759.36
TOTAL ITEM 4				\$ 1,478.40		\$1,505.00		\$1,492.18		\$ 1,516.21
5		DUCTILE IRON MJ FITTINGS - COMPACT STYLE WITHOUT ACCESSORIES								
	40	BEND, MJ BXB 45 DI 6"	\$ 44.05	\$ 1,762.00	\$ 50.47	\$2,018.80	\$47.91	\$1,916.40	\$ 51.50	\$ 2,060.00
	4	BEND, MJ BXB 45 DI 12"	\$ 139.99	\$ 559.96	\$ 160.68	\$642.72	\$152.97	\$611.88	\$ 163.95	\$ 655.80
	3	BEND, MJ BXB 90 DI 4"	\$ 33.22	\$ 99.66	\$ 38.11	\$114.33	\$36.06	\$108.18	\$ 38.88	\$ 116.64
	70	BEND, MJ XSP 45 DI 6"	\$ 49.10	\$ 3,437.00	\$ 56.14	\$3,929.80	\$53.57	\$3,749.90	\$ 57.28	\$ 4,009.60
	3	CONNECTION, FLXSP DI 4"x72"	\$ 165.39	\$ 496.17	\$ 156.64	\$469.92	\$185.00	\$555.00	\$ 226.25	\$ 678.75
	2	CONNECTION, FLXSP DI 30"x36"	\$ 1,395.92	\$ 2,791.84	\$ 1,390.00	\$2,780.00	\$1,516.75	\$3,033.50	\$ 1,858.75	\$ 3,717.50
	4	CONNECTION, FLXMJ ADAPTER DI 4"	\$ 31.80	\$ 127.20	\$ 36.05	\$144.20	\$34.52	\$138.08	\$ 35.20	\$ 140.80
	2	CONNECTION, FLXMJ ADAPTER DI 6"	\$ 43.66	\$ 87.32	\$ 49.96	\$99.92	\$47.39	\$94.78	\$ 50.97	\$ 101.94
	2	CONNECTION, FLXMJ ADAPTER DI 8"	\$ 66.46	\$ 132.92	\$ 75.71	\$151.42	\$72.11	\$144.22	\$ 77.25	\$ 154.50
	5	REDUCER, MJXSP SEB DI 8"x6"	\$ 49.84	\$ 249.20	\$ 56.65	\$283.25	\$54.09	\$270.45	\$ 57.80	\$ 289.00
	2	REDUCER, MJXSP SEB 12"x6"	\$ 110.60	\$ 221.20	\$ 126.18	\$252.36	\$120.01	\$240.02	\$ 128.75	\$ 257.50
	3	REDUCER, MJXFL 4"x3"	\$ 59.34	\$ 178.02	\$ 67.47	\$202.41	\$64.39	\$193.17	\$ 65.68	\$ 197.04
	2	REDUCER MJXFL 6"x4"	\$ 120.10	\$ 240.20	\$ 108.67	\$217.34	\$103.53	\$207.06	\$ 198.51	\$ 397.02
	2	REDUCER, MJXFL 12"x10"	\$ 293.38	\$ 586.76	\$ 334.24	\$668.48	\$318.28	\$636.56	\$ 589.93	\$ 1,179.86
	2	SLEEVE, DIMJ COMPACT 6"x6"	\$ 37.02	\$ 74.04	\$ 42.23	\$84.46	\$40.18	\$80.36	\$ 43.09	\$ 86.18
	4	SLEEVE, DIMJ SOLID 10"x12"	\$ 96.37	\$ 385.48	\$ 109.70	\$438.80	\$104.56	\$418.24	\$ 111.93	\$ 447.72
	25	SLEEVE, DIMJ SOLID 12"x12	\$ 129.40	\$ 3,235.00	\$ 148.32	\$3,708.00	\$141.12	\$3,528.00	\$ 151.34	\$ 3,783.50
	1	TEE, DIMJ 4"x4"x4"	\$ 43.67	\$ 43.67	\$ 49.96	\$49.96	\$47.39	\$47.39	\$ 50.87	\$ 50.87
	8	TEE, DIMJ 6"x6"x4"	\$ 73.48	\$ 587.84	\$ 83.95	\$671.60	\$79.84	\$638.72	\$ 85.65	\$ 685.20
	1	TEE, DIMJ 8"x8"x4"	\$ 85.45	\$ 85.45	\$ 97.34	\$97.34	\$92.71	\$92.71	\$ 99.99	\$ 99.99
	4	TEE, DIMJ 8"x8"x6"	\$ 98.75	\$ 395.00	\$ 112.27	\$449.08	\$107.13	\$428.52	\$ 114.56	\$ 458.24
	1	TEE, DIMJ 12"x12"x6"	\$ 160.46	\$ 160.46	\$ 182.83	\$182.83	\$174.08	\$174.08	\$ 186.55	\$ 186.55
TOTAL ITEM 5				\$ 15,936.39		\$17,657.02		\$17,307.22		\$ 19,754.20
6		GALVANIZED FITTINGS								
	10	BUSHINGS, 34" X 1/2"	\$ 1.10	\$ 11.00	\$ 1.50	\$15.00	\$1.16	\$11.60	2.82	\$ 28.20
	20	BUSHINGS, 2" X 3/4"	\$ 7.45	\$ 149.00	\$ 8.62	\$172.40	\$7.30	\$146.00	7.07	\$ 141.40
	10	CAPS, 1"	\$ 2.80	\$ 28.00	\$ 3.25	\$32.50	\$2.82	\$28.20	2.66	\$ 26.60

	20	COUPLINGS, GALV COMMON 3/4"	\$ 2.48	\$ 49.60	\$ 2.89	\$57.80	\$2.52	\$50.40	2.36	\$ 47.20
	50	ELBOW, GALV COMMON 90 3/4"	\$ 1.81	\$ 90.50	\$ 2.09	\$104.50	\$1.83	\$91.50	1.72	\$ 86.00
	20	ELBOW, GALV ST. 90 3/4"	\$ 3.24	\$ 64.80	\$ 3.75	\$75.00	\$3.24	\$64.80	3.07	\$ 61.40
	10	ELBOW, GALV ST. 90 1"	\$ 4.33	\$ 43.30	\$ 5.01	\$50.10	\$4.33	\$43.30	4.11	\$ 41.10
	80	ELBOW, GALV ST. 90 2"	\$ 14.97	\$ 1,197.60	\$ 17.79	\$1,423.20	\$15.18	\$1,214.40	14.62	\$ 1,169.60
	15	NIPPLE, GALV 3/4" X CLOSE	\$ 0.90	\$ 13.50	\$ 1.13	\$16.95	\$0.93	\$13.95	0.71	\$ 10.65
	12	NIPPLE, GALV 3/4" X 2"	\$ 0.97	\$ 11.64	\$ 1.25	\$15.00	\$1.00	\$12.00	0.77	\$ 9.24
	25	NIPPLE, GALV 3/4" X 3"	\$ 1.08	\$ 27.00	\$ 1.37	\$34.25	\$1.10	\$27.50	0.85	\$ 21.25
	30	PLUG, GALV 2"	\$ 6.12	\$ 183.60	\$ 7.09	\$212.70	\$6.08	\$182.40	5.81	\$ 174.30
TOTAL ITEM 6				\$ 1,869.54		\$2,209.40		\$1,886.05		\$ 1,816.94
7		MEGALUG FIELD LOK GASKETS								
		EBBA MEGALUG GLAND BOXED KITS W/STANDARD MJ GASKETS - DSC								
	150	4"	\$ 26.50	\$ 3,975.00	\$ 27.00	\$4,050.00	\$26.50	\$3,975.00	26.23	\$ 3,934.50
	200	6"	\$ 33.00	\$ 6,600.00	\$ 33.34	\$6,668.00	\$32.84	\$6,568.00	32.63	\$ 6,526.00
	200	8"	\$ 44.79	\$ 8,958.00	\$ 44.89	\$8,978.00	\$44.39	\$8,878.00	44.28	\$ 8,856.00
	20	10"	\$ 63.99	\$ 1,279.80	\$ 64.71	\$1,294.20	\$63.71	\$1,274.20	63.28	\$ 1,265.60
	12	16"	\$ 146.55	\$ 1,758.60	\$ 148.63	\$1,783.56	\$144.63	\$1,735.56	144.93	\$ 1,739.16
	20	18"	\$ 196.55	\$ 3,931.00	\$ 198.63	\$3,972.60	\$193.63	\$3,872.60	194.37	\$ 3,887.40
	10	24"	\$ 328.68	\$ 3,286.80	\$ 332.41	\$3,324.10	\$326.41	\$3,264.10	328.36	\$ 3,283.60
	12	36"	\$ 927.35	\$ 11,128.20	\$ 938.10	\$11,257.20	\$919.10	\$11,029.20	926.43	\$ 11,117.16
	4	42"	\$ 1,436.48	\$ 5,745.92	\$ 1,479.31	\$5,917.24	\$1,450.00	\$5,800.00	1442.92	\$ 5,771.68
		GASKET, FULL FACE								
	4	30"	\$ 20.12	\$ 80.48	\$ 28.82	\$115.28	\$20.56	\$82.24	25.85	\$ 103.40
	3	36"	\$ 26.22	\$ 78.66	\$ 53.49	\$160.47	\$21.61	\$64.83	33.68	\$ 101.04
TOTAL ITEM 7				\$ 46,822.46		\$47,520.65		\$46,543.73		\$ 46,585.54
8		PIPE, COPPER								
	3,600	3/4"	\$ 2.81	\$ 10,116.00	\$ 3.13	\$11,268.00	\$2.78	\$10,008.00	2.75	\$ 9,900.00
	7,920	1"	\$ 3.66	\$ 28,987.20	\$ 4.11	\$32,551.20	\$3.60	\$28,512.00	3.58	\$ 28,353.60
TOTAL ITEM 8				\$ 39,103.20		\$43,819.20		\$38,520.00		\$ 38,253.60
9		PIPE, DITJ C-50 AND C-52 W/TJ GASKETS								
	450	C-50 4"	\$ 15.61	\$ 7,024.50	\$ 22.40	\$10,080.00	\$14.98	\$6,741.00	15.73	\$ 7,078.50
	18	C-50 42"	\$ 194.45	\$ 3,500.10	\$ 209.99	\$3,779.82	\$168.53	\$3,033.54	197.36	\$ 3,552.48
TOTAL ITEM 9				\$ 10,524.60		\$13,859.82		\$9,774.54		\$ 10,630.98
10		STEEL TAPPING SLEEVE - FLANGE OUTLET WITH TYPE 304 S/S BOLTS AND NUTS	ROMAC		ROMAC	ROMAC				
	3	SLEEVE TAP, CI "O" RING 6" X 6" X 4"	\$ 397.80	\$ 1,193.40	\$ 409.00	\$1,227.00	\$400.00	\$1,200.00	407.11	\$ 1,221.33
	3	SLEEVE TAP, CI "O" RING 8" X 8" X4"	\$ 428.60	\$ 1,285.80	\$ 432.00	\$1,296.00	\$431.00	\$1,293.00	437.99	\$ 1,313.97
	2	SLEEVE TAP, CI "O" RING 10" X 10" X 4"	\$ 430.45	\$ 860.90	\$ 435.00	\$870.00	\$433.00	\$866.00	440.47	\$ 880.94

	1	SLEEVE TAP, CI "O" RING 10" X 10" X 6"	\$ 474.00	\$ 474.00	\$ 482.00	\$482.00	\$477.00	\$477.00	484.92	\$ 484.92
	6	SLEEVE TAP, CI "O" RING 12"X12"X4"	\$ 459.40	\$ 2,756.40	\$ 465.00	\$2,790.00	\$463.00	\$2,778.00	471.32	\$ 2,827.92
TOTAL ITEM 10				\$ 6,570.50		\$6,665.00		\$6,614.00		\$ 6,729.08
11		SERVICE SADDLES, DOUBLE STRAP WITH TYPE 304 S/S STRAPS AND TYPE 304 S/S BOLT & NUTS FOR CI/DI PIPE	ROMAC		ROMAC	ROMAC	ROMAC	ROMAC		
	60	SADDLE, DS 6"X1"	\$ 41.64	\$ 2,498.40	\$ 42.50	\$2,550.00	\$42.23	\$2,533.80	42.50	\$ 2,550.00
	30	SADDLE, DS 8"X1"	\$ 52.29	\$ 1,568.70	\$ 54.00	\$1,620.00	\$52.78	\$1,583.40	53.65	\$ 1,609.50
	12	SADDLE, DS 12"X2"	\$ 82.13	\$ 985.56	\$ 83.50	\$1,002.00	\$81.52	\$978.24	83.44	\$ 1,001.28
	1	SADDLE, DS 16"X2"	\$ 99.33	\$ 99.33	\$ 100.00	\$100.00	\$97.44	\$97.44	99.93	\$ 99.93
	10	SADDLE, DS 18"X2"	\$ 142.81	\$ 1,428.10	\$ 144.00	\$1,440.00	\$141.01	\$1,410.10	145.08	\$ 1,450.80
TOTAL ITEM 11				\$ 6,580.09		\$6,712.00		\$6,602.98		\$ 6,711.51
12	15	TYTON JOINT RESTRAINT GASKETS 4"	\$ 41.85	\$ 627.75	\$ 42.32	\$634.80	\$42.00	\$630.00	39.69	\$ 595.35
TOTAL ITEM 12				\$ 627.75		\$634.80		\$630.00		\$ 595.35
13		VALVES	M&H		AFC	MUELLER	AFC			
	7	GATE VALVE, DI FLxFL OPEN LEFT 3"	\$ 415.50	\$ 2,908.50	\$ 376.00	\$2,632.00	\$276.00	\$1,932.00	372.07	\$ 2,604.49
	10	GATE VALVE, DI FLxFL OPEN LEFT 4"	\$ 473.99	\$ 4,739.90	\$ 429.00	\$4,290.00	\$315.00	\$3,150.00	426.45	\$ 4,264.50
	2	GATE VALVE, DI FLxFL OPEN LEFT 6"	\$ 690.60	\$ 1,381.20	\$ 559.00	\$1,118.00	\$459.00	\$918.00	553.82	\$ 1,107.64
	3	GATE VALVE, DI MJxMJ OPEN RIGHT 4"	\$ 374.40	\$ 1,123.20	\$ 330.00	\$990.00	\$323.00	\$969.00	337.33	\$ 1,011.99
	8	GATE VALVE, DI MJxMJ OPEN RIGHT 8"	\$ 760.96	\$ 6,087.68	\$ 671.00	\$5,368.00	\$655.00	\$5,240.00	685.43	\$ 5,483.44
	4	GATE VALVE, DI MJxMJ OPEN RIGHT 12"	\$ 1,501.44	\$ 6,005.76	\$ 1,320.00	\$5,280.00	\$1,293.00	\$5,172.00	1100.00	\$ 4,400.00
	20	GATE VALVE, FLxMJ OPEN RIGHT 4"	\$ 357.44	\$ 7,148.80	\$ 315.00	\$6,300.00	\$308.00	\$6,160.00	312.48	\$ 6,249.60
	10	GATE VALVE, FLxMJ OPEN RIGHT 6"	\$ 477.76	\$ 4,777.60	\$ 421.00	\$4,210.00	\$412.00	\$4,120.00	417.51	\$ 4,175.10
	2	VALVE, VACUUM/RELEASE 1"	\$ 282.44	\$ 564.88	\$ 275.00	\$550.00	\$265.50	\$531.00	257.95	\$ 515.90
TOTAL ITEM 13				\$ 34,737.52		\$30,738.00		\$28,192.00		\$ 29,812.66
14		VALVE, BUTTERFLY OPEN RIGHT 2" SQUARE OPERATING NUT (NO ACCESS)								
	2	16" MJ X MJ	\$ 1,472.49	\$ 2,944.98	\$ 1,496.00	\$2,992.00	\$1,652.00	\$3,304.00	1455.93	\$ 2,911.86
	3	18" MJ X MJ	\$ 1,969.90	\$ 5,909.70	\$ 2,002.00	\$6,006.00	\$1,866.00	\$5,598.00	1939.79	\$ 5,819.37
	2	24" MJ X MJ	\$ 2,765.60	\$ 5,531.20	\$ 2,795.00	\$5,590.00	\$3,386.00	\$6,772.00	2709.18	\$ 5,418.36
	1	30" MJ X MJ	\$ 6,075.70	\$ 6,075.70	\$ 6,332.00	\$6,332.00	\$6,050.00	\$6,050.00	6137.65	\$ 6,137.65
	6	36" MJ X MJ	\$ 7,858.09	\$ 47,148.54	\$ 8,191.00	\$49,146.00	\$6,999.00	\$41,994.00	7859.59	\$ 47,157.54
	2	24" MJ X MJ	\$ 10,080.25	\$ 20,160.50	\$ 10,533.00	\$21,066.00	\$10,427.00	\$20,854.00	10107.12	\$ 20,214.24
	2	30:" FL x FL	\$ 5,693.30	\$ 11,386.60	\$ 5,904.00	\$11,808.00	\$6,060.00	\$12,120.00	5676.11	\$ 11,352.22
TOTAL ITEM 14				\$ 99,157.22		\$102,940.00		\$96,692.00		\$ 99,011.24
15	2	WAFER CHECK VALVES 18:"	\$ 3,091.46	\$ 6,182.92	\$ 3,580.00	\$7,160.00	\$3,251.00	\$6,502.00	3082.75	\$ 6,165.50
TOTAL ITEM 15				\$ 6,182.92		\$7,160.00		\$6,502.00		\$ 6,165.50
16	500	COILED PIT SETTER METER BOX 18"	\$ 864.35	\$ 432,175.00	\$ -	\$0.00	\$587.66	\$293,830.00	515.00	\$ 257,500.00
TOTAL ITEM 16				\$ 432,175.00		\$0.00		\$293,830.00		\$ 257,500.00
17	100	ALL THREAD 3/4"	\$ 1.87	\$ 187.00	\$ 2.22	\$222.00	\$2.35	\$235.00	2.20	\$ 220.00

TOTAL ITEM 17			\$ 187.00		\$222.00		\$235.00		\$ 220.00
TOTAL ITEMS 1-15			\$ 700,215.66		\$327,797.25		\$599,441.84		\$573,031.49
8.7% SALES TAX			\$60,918.76		\$28,518.41		\$52,151.44		\$ 43,853.74
GRAND TOTAL			\$ 761,134.42		\$356,315.66		\$651,593.28		\$ 616,885.23
CREDIT CARD		NO		NO		NO		YES	
ADDITIONAL PURCHASES		NO		YES		YES - 1 YR		YES	
DELIVERY		30 DAYS FRO		119 DAYS FRO		45 DAYS FRO		45 DAYS FRO	

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0110
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN KEGLEY 509-625-7821	<u>Project #</u>	
<u>Contact E-Mail</u>	DKEGLEY@SPOKANECITY.ORG	<u>Bid #</u>	4096-15
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	RE#17190-17200
<u>Agenda Item Name</u>	4100-WATER PURCHASE OF MISC WATERWORKS PRODUCTS		

Agenda Wording

A)Low bid meeting specifications of HD FOWLER (Spokane, WA) for Items #2 Repair Clamps; #4 Dresser Couplings; #5 Ductile Iron Fittings; #10 O-Ring Tapping Sleeves; #11 Saddles and #17 All Thread - \$38,853.05 incl tax:

Summary (Background)

On Monday January 26, 2015 sealed bids were opened to provide the Water Department with Miscellaneous Waterworks Products. Responses were received from six (6) companies with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$646,561.79 including tax.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 646,561.79	#	4100-42440-94000-56595
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 2/9/15
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	wateraccounting@spokanecity.org	
<u>Additional Approvals</u>		mcavanaugh@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	taxes & licenses	





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

B) Low bid meeting specification of HD SUPPLY WATERWORKS (Spokane, WA) for Items #1 Brass; #3 Compression Brass; #7 Megalugs, Full Face Gaskets; #9 DITJ Pipe; #13 Gate Valves; #14 Butterfly Valves and #16 Coiled Pit Setter Meter Box - \$559,416.25 including tax: C) Low bid meeting specifications of CONSOLIDATED SUPPLY (Spokane Valley, WA) for Items #6 Galvanized Fittings; #12 Tyton Joint Restraint Gaskets (Field Lok) and #15 Wafer Check Valves - \$9,324.06 including tax: D) Low bid meeting specifications of M&L SUPPLY (Spokane, WA)for Item #8 Copper Pipe - \$38,968.43 including tax

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List


BRIEFING PAPER  
Public Works Committee  
Water Department  
February 09, 2015

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Subject

Purchase of Miscellaneous Waterworks Products (Bid 4096-15, Bid 4097-15, Bid 4098-15)

**Bid 4096-15**

- (a) HD Fowler (Spokane, WA) for Items #2 Repair Clamps; #4 Dresser Couplings; #5 Ductile Iron Fittings; #10 O-Ring Tapping Sleeves; #11 Saddles; #17 All Thread; \$38,853.05 including tax.
- (b) HD Supply Waterworks (Spokane, WA) for Items #1 Brass; #3 Compression Brass; #7 Megalugs, Full Face Gaskets; #9 DITJ Pipe ; #13 Gate Valves; #14 Butterfly Valves; #16 Coiled Pit Setter Meter Box, \$559,416.25 including tax.
- (c) Consolidated Supply (Spokane Valley, WA) for Items #6 Galvanized Fittings; #12 Tyton Joint Restraint Gaskets (Field Loks); #15 Wafer Check Valves, \$9,324.06 including tax.
- (d) M & L Supply (Spokane, WA) for Item #8 Copper Pipe, \$38,968.43 including tax.

**Bid 4097-15**

- (a) Olympic Foundry (Seattle, WA) for Item #1 Valve Box Top Section, \$8,986.23 including tax.
- (b) HD Fowler (Spokane, WA) for Items # 2 Service Boxes; #3 Repair Lids, \$12,066.35 including tax.

**Bid 4098-15**

- (a) HD Supply Spokane (Spokane, WA) for 6" Fire Hydrants, \$76,828.84 including tax.

Background

On Monday January 26, 2015 (Bid 4096-15, Bid 4097-15 & Bid 4098-15) were opened to provide the Water Department with Miscellaneous Waterworks Products. Numerous Responses were received with different companies being the low bidder on different items. It is the Water Department's desire to split the bids and award items to the various bidders as detailed above. Total estimated purchases: \$744,443.21 including tax.

Impact

These purchases will result in the Water Department being able to provide water service connections for new construction in 2015 and to replace older connections that are discovered through leakage tests and other means.

Action

Recommend approval

Funding

All funding for this purchase will be from the Water Department Funds.

Bid #4096-15			HD FOWLER CO 6625 E. SHARP SPOKANE WA 99212		FERGUSON ENTERPRISES 2304 N DOLLAR RD SPOKANE WA 99212		HD SUPPLY WATERWORKS 1215 N BRADLEY RD. SPOKANE,WA 99212-1184		CONSOLIDATED SUPPLY 305 N LAKE SPOKANE VALLEY WA 99212	
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1		BRASS FITTINGS	FORD		FORD		FORD		AY MCDONALD	
	2	VALVE, BALL 1-1/2" PXP	\$ 54.39	\$ 108.78	\$ 97.65	\$195.30	\$47.22	\$94.44	\$ 59.49	\$ 118.98
	60	BUSHING, 1" (MIP) X 3/4" (FIP)	\$ 3.17	\$ 190.20	\$ 3.27	\$196.20	\$3.50	\$210.00	\$ -	\$ -
	5	BUSHING, 2"(MIP) X 1-1/2" (FIP)	\$ 12.62	\$ 63.10	\$ 12.73	\$63.65	\$13.60	\$68.00	\$ -	\$ -
	15	CORPORATION, 2" IPXPIPE (M)	\$ 145.83	\$ 2,187.45	\$ 148.20	\$2,223.00	\$134.53	\$2,017.95	\$ 159.47	\$ 2,392.05
	7	CURB STOP, PXP (F) BALL 2"	\$ 157.30	\$ 1,101.10	\$ 159.08	\$1,113.56	\$155.56	\$1,088.92	\$ 174.94	\$ 1,224.58
	10	PLUG, BRASS TAPERED CC 3/4"	\$ 6.54	\$ 65.40	\$ 8.20	\$82.00	\$6.96	\$69.60	\$ 6.23	\$ 62.30
										\$ -
TOTAL ITEM 1				\$ 3,716.03		\$3,873.71		\$3,548.91		\$ 3,797.91
2		CLAMPS	ROMAC		ROMAC		ROMAC		ROMAC	
	22	CLAMPS, HYDRO REPAIR - CI 6"x12"	\$ 106.75	\$ 2,348.50	\$ 108.00	\$2,376.00	\$107.70	\$2,369.40	109.53	\$ 2,409.66
	2	CLAMPS, BELL JOINT REPAIR 4"	\$ 102.69	\$ 205.38	\$ 103.00	\$206.00	\$102.67	\$205.34	104.33	\$ 208.66
	8	CLAMPS, BELL JOINT REPAIR 6"	\$ 117.07	\$ 936.56	\$ 118.00	\$944.00	\$117.62	\$940.96	119.52	\$ 956.16
	5	CLAMP, REDI 1/2"X3"	\$ 8.09	\$ 40.45	\$ 8.00	\$40.00	\$7.85	\$39.25	7.99	\$ 39.95
	6	CLAMP, REDI 1"X6"	\$ 16.20	\$ 97.20	\$ 16.00	\$96.00	\$15.73	\$94.38	15.99	\$ 95.94
	5	CALMP, REDI 2"X3"	\$ 10.68	\$ 53.40	\$ 10.50	\$52.50	\$10.38	\$51.90	10.54	\$ 52.70
	10	CLAMP, REDI FULL CIRCLE 3/4" X 3	\$ 20.73	\$ 207.30	\$ 21.00	\$210.00	\$20.73	\$207.30	21.06	\$ 210.60
	10	CLAMP, REDI FULL CIRCLE 3/4" X 6	\$ 43.91	\$ 439.10	\$ 44.50	\$445.00	\$43.90	\$439.00	44.61	\$ 446.10
	10	CLAMP, REDI FULL. CIRCLE 1"X3"	\$ 22.05	\$ 220.50	\$ 22.00	\$220.00	\$22.00	\$220.00	22.40	\$ 224.00
	10	CLAMP, REDI FULL CIRCLE 1" X 6"	\$ 44.26	\$ 442.60	\$ 44.00	\$440.00	\$44.25	\$442.50	44.97	\$ 449.70
TOTAL ITEM 2				\$ 4,990.99		\$5,029.50		\$5,010.03		\$ 5,093.47
3		COMPRESSION BRASS FITTINGS	FORD		FORD		MUELLER		AY MCDONALD	
	130	COUPLINGS, 3/4" C-COMP X C-COMP 3 PIECE	\$ 11.75	\$ 1,527.50	\$ 12.00	\$1,560.00	\$11.68	\$1,518.40	\$ 12.87	\$ 1,673.10
	65	COUPLINGS, 3/4" C-COMP X MIP	\$ 9.65	\$ 627.25	\$ 9.95	\$646.75	\$9.59	\$623.35	\$ 10.57	\$ 687.05
	20	COUPLINGS, 3/4" C-COMP X FIP	\$ 10.25	\$ 205.00	\$ 10.46	\$209.20	\$10.27	\$205.40	\$ 11.14	\$ 222.80
	130	CORPORATIONS, 3/4" MIP X C-COMP (BALL)	\$ 31.15	\$ 4,049.50	\$ 32.00	\$4,160.00	\$30.21	\$3,927.30	\$ 34.10	\$ 4,433.00
	50	CORPORATIONS, 1" MIP X C-COMP (BALL)	\$ 41.78	\$ 2,089.00	\$ 42.00	\$2,100.00	\$39.27	\$1,963.50	\$ 44.85	\$ 2,242.50
	230	CURB STOPS, 3/4" C-COMP X C-COMP (BALL)	\$ 42.64	\$ 9,807.20	\$ 43.90	\$10,097.00	\$42.80	\$9,844.00	\$ 45.17	\$ 10,389.10
	100	CURB STOPS, 1" C-COMP X C-COMP (BALL)	\$ 64.11	\$ 6,411.00	\$ 66.00	\$6,600.00	\$64.39	\$6,439.00	\$ 67.91	\$ 6,791.00
	100	CURB STOPS, 3/4" C-COMP X PIPE (F) (BALL)	\$ 37.44	\$ 3,744.00	\$ 38.55	\$3,855.00	\$37.57	\$3,757.00	\$ 41.00	\$ 4,100.00
	5	CURB STOPS, 2" C-COMP X PIPE (F) (BALL)	\$ 177.59	\$ 887.95	\$ 179.00	\$895.00	\$176.00	\$880.00	\$ 191.28	\$ 956.40
	5	ELBOW 1" C-COMP X MIP	\$ 17.94	\$ 89.70	\$ 18.14	\$90.70	\$17.25	\$86.25	\$ 19.32	\$ 96.60
	50	ELBOW, 2" C-COMP X MIP	\$ 73.21	\$ 3,660.50	\$ 75.40	\$3,770.00	\$73.07	\$3,653.50	\$ 77.55	\$ 3,877.50

	25	ELBOW, 2" C-COMP X C-COMP 90 DEG	\$ 128.05	\$ 3,201.25	\$ 130.70	\$3,267.50	\$126.54	\$3,163.50	\$ 134.73	\$ 3,368.25
TOTAL ITEM 3				\$ 36,299.85		\$37,251.15		\$36,061.20		\$ 38,837.30
4		DRESSER COUPLINGS	ROMAC		ROMAC					
	4	4" DI x 4" CI	\$ 68.46	\$ 273.84	69.00	\$276.00	\$68.45	\$273.80	\$ 69.55	\$ 278.20
	3	10" DI X 10" CI	\$ 155.04	\$ 465.12	159.00	\$477.00	\$157.02	\$471.06	\$ 159.55	\$ 478.65
	4	12" DI X 12" CI	\$ 184.86	\$ 739.44	188.00	\$752.00	\$186.83	\$747.32	\$ 189.84	\$ 759.36
TOTAL ITEM 4				\$ 1,478.40		\$1,505.00		\$1,492.18		\$ 1,516.21
5		DUCTILE IRON MJ FITTINGS - COMPACT STYLE WITHOUT ACCESSORIES								
	40	BEND, MJ BXB 45 DI 6"	\$ 44.05	\$ 1,762.00	\$ 50.47	\$2,018.80	\$47.91	\$1,916.40	\$ 51.50	\$ 2,060.00
	4	BEND, MJ BXB 45 DI 12"	\$ 139.99	\$ 559.96	\$ 160.68	\$642.72	\$152.97	\$611.88	\$ 163.95	\$ 655.80
	3	BEND, MJ BXB 90 DI 4"	\$ 33.22	\$ 99.66	\$ 38.11	\$114.33	\$36.06	\$108.18	\$ 38.88	\$ 116.64
	70	BEND, MJ XSP 45 DI 6"	\$ 49.10	\$ 3,437.00	\$ 56.14	\$3,929.80	\$53.57	\$3,749.90	\$ 57.28	\$ 4,009.60
	3	CONNECTION, FLXSP DI 4"x72"	\$ 165.39	\$ 496.17	\$ 156.64	\$469.92	\$185.00	\$555.00	\$ 226.25	\$ 678.75
	2	CONNECTION, FLXSP DI 30"x36"	\$ 1,395.92	\$ 2,791.84	\$ 1,390.00	\$2,780.00	\$1,516.75	\$3,033.50	\$ 1,858.75	\$ 3,717.50
	4	CONNECTION, FLXMJ ADAPTER DI 4"	\$ 31.80	\$ 127.20	\$ 36.05	\$144.20	\$34.52	\$138.08	\$ 35.20	\$ 140.80
	2	CONNECTION, FLXMJ ADAPTER DI 6"	\$ 43.66	\$ 87.32	\$ 49.96	\$99.92	\$47.39	\$94.78	\$ 50.97	\$ 101.94
	2	CONNECTION, FLXMJ ADAPTER DI 8"	\$ 66.46	\$ 132.92	\$ 75.71	\$151.42	\$72.11	\$144.22	\$ 77.25	\$ 154.50
	5	REDUCER, MJXSP SEB DI 8"x6"	\$ 49.84	\$ 249.20	\$ 56.65	\$283.25	\$54.09	\$270.45	\$ 57.80	\$ 289.00
	2	REDUCER, MJXSP SEB 12"x6"	\$ 110.60	\$ 221.20	\$ 126.18	\$252.36	\$120.01	\$240.02	\$ 128.75	\$ 257.50
	3	REDUCER, MJXFL 4"x3"	\$ 59.34	\$ 178.02	\$ 67.47	\$202.41	\$64.39	\$193.17	\$ 65.68	\$ 197.04
	2	REDUCER MJXFL 6"x4"	\$ 120.10	\$ 240.20	\$ 108.67	\$217.34	\$103.53	\$207.06	\$ 198.51	\$ 397.02
	2	REDUCER, MJXFL 12"x10"	\$ 293.38	\$ 586.76	\$ 334.24	\$668.48	\$318.28	\$636.56	\$ 589.93	\$ 1,179.86
	2	SLEEVE, DIMJ COMPACT 6"x6"	\$ 37.02	\$ 74.04	\$ 42.23	\$84.46	\$40.18	\$80.36	\$ 43.09	\$ 86.18
	4	SLEEVE, DIMJ SOLID 10"x12"	\$ 96.37	\$ 385.48	\$ 109.70	\$438.80	\$104.56	\$418.24	\$ 111.93	\$ 447.72
	25	SLEEVE, DIMJ SOLID 12"x12	\$ 129.40	\$ 3,235.00	\$ 148.32	\$3,708.00	\$141.12	\$3,528.00	\$ 151.34	\$ 3,783.50
	1	TEE, DIMJ 4"x4"x4"	\$ 43.67	\$ 43.67	\$ 49.96	\$49.96	\$47.39	\$47.39	\$ 50.87	\$ 50.87
	8	TEE, DIMJ 6"x6"x4"	\$ 73.48	\$ 587.84	\$ 83.95	\$671.60	\$79.84	\$638.72	\$ 85.65	\$ 685.20
	1	TEE, DIMJ 8"x8"x4"	\$ 85.45	\$ 85.45	\$ 97.34	\$97.34	\$92.71	\$92.71	\$ 99.99	\$ 99.99
	4	TEE, DIMJ 8"x8"x6"	\$ 98.75	\$ 395.00	\$ 112.27	\$449.08	\$107.13	\$428.52	\$ 114.56	\$ 458.24
	1	TEE, DIMJ 12"x12"x6"	\$ 160.46	\$ 160.46	\$ 182.83	\$182.83	\$174.08	\$174.08	\$ 186.55	\$ 186.55
TOTAL ITEM 5				\$ 15,936.39		\$17,657.02		\$17,307.22		\$ 19,754.20
6		GALVANIZED FITTINGS								
	10	BUSHINGS, 34" X 1/2"	\$ 1.10	\$ 11.00	\$ 1.50	\$15.00	\$1.16	\$11.60	2.82	\$ 28.20
	20	BUSHINGS, 2" X 3/4"	\$ 7.45	\$ 149.00	\$ 8.62	\$172.40	\$7.30	\$146.00	7.07	\$ 141.40
	10	CAPS, 1"	\$ 2.80	\$ 28.00	\$ 3.25	\$32.50	\$2.82	\$28.20	2.66	\$ 26.60

	20	COUPLINGS, GALV COMMON 3/4"	\$ 2.48	\$ 49.60	\$ 2.89	\$57.80	\$2.52	\$50.40	2.36	\$ 47.20
	50	ELBOW, GALV COMMON 90 3/4"	\$ 1.81	\$ 90.50	\$ 2.09	\$104.50	\$1.83	\$91.50	1.72	\$ 86.00
	20	ELBOW, GALV ST. 90 3/4"	\$ 3.24	\$ 64.80	\$ 3.75	\$75.00	\$3.24	\$64.80	3.07	\$ 61.40
	10	ELBOW, GALV ST. 90 1"	\$ 4.33	\$ 43.30	\$ 5.01	\$50.10	\$4.33	\$43.30	4.11	\$ 41.10
	80	ELBOW, GALV ST. 90 2"	\$ 14.97	\$ 1,197.60	\$ 17.79	\$1,423.20	\$15.18	\$1,214.40	14.62	\$ 1,169.60
	15	NIPPLE, GALV 3/4" X CLOSE	\$ 0.90	\$ 13.50	\$ 1.13	\$16.95	\$0.93	\$13.95	0.71	\$ 10.65
	12	NIPPLE, GALV 3/4" X 2"	\$ 0.97	\$ 11.64	\$ 1.25	\$15.00	\$1.00	\$12.00	0.77	\$ 9.24
	25	NIPPLE, GALV 3/4" X 3"	\$ 1.08	\$ 27.00	\$ 1.37	\$34.25	\$1.10	\$27.50	0.85	\$ 21.25
	30	PLUG, GALV 2"	\$ 6.12	\$ 183.60	\$ 7.09	\$212.70	\$6.08	\$182.40	5.81	\$ 174.30
TOTAL ITEM 6				\$ 1,869.54		\$2,209.40		\$1,886.05		\$ 1,816.94
7		MEGALUG FIELD LOK GASKETS								
		EBBA MEGALUG GLAND BOXED KITS W/STANDARD MJ GASKETS - DSC								
	150	4"	\$ 26.50	\$ 3,975.00	\$ 27.00	\$4,050.00	\$26.50	\$3,975.00	26.23	\$ 3,934.50
	200	6"	\$ 33.00	\$ 6,600.00	\$ 33.34	\$6,668.00	\$32.84	\$6,568.00	32.63	\$ 6,526.00
	200	8"	\$ 44.79	\$ 8,958.00	\$ 44.89	\$8,978.00	\$44.39	\$8,878.00	44.28	\$ 8,856.00
	20	10"	\$ 63.99	\$ 1,279.80	\$ 64.71	\$1,294.20	\$63.71	\$1,274.20	63.28	\$ 1,265.60
	12	16"	\$ 146.55	\$ 1,758.60	\$ 148.63	\$1,783.56	\$144.63	\$1,735.56	144.93	\$ 1,739.16
	20	18"	\$ 196.55	\$ 3,931.00	\$ 198.63	\$3,972.60	\$193.63	\$3,872.60	194.37	\$ 3,887.40
	10	24"	\$ 328.68	\$ 3,286.80	\$ 332.41	\$3,324.10	\$326.41	\$3,264.10	328.36	\$ 3,283.60
	12	36"	\$ 927.35	\$ 11,128.20	\$ 938.10	\$11,257.20	\$919.10	\$11,029.20	926.43	\$ 11,117.16
	4	42"	\$ 1,436.48	\$ 5,745.92	\$ 1,479.31	\$5,917.24	\$1,450.00	\$5,800.00	1442.92	\$ 5,771.68
		GASKET, FULL FACE								
	4	30"	\$ 20.12	\$ 80.48	\$ 28.82	\$115.28	\$20.56	\$82.24	25.85	\$ 103.40
	3	36"	\$ 26.22	\$ 78.66	\$ 53.49	\$160.47	\$21.61	\$64.83	33.68	\$ 101.04
TOTAL ITEM 7				\$ 46,822.46		\$47,520.65		\$46,543.73		\$ 46,585.54
8		PIPE, COPPER								
	3,600	3/4"	\$ 2.81	\$ 10,116.00	\$ 3.13	\$11,268.00	\$2.78	\$10,008.00	2.75	\$ 9,900.00
	7,920	1"	\$ 3.66	\$ 28,987.20	\$ 4.11	\$32,551.20	\$3.60	\$28,512.00	3.58	\$ 28,353.60
TOTAL ITEM 8				\$ 39,103.20		\$43,819.20		\$38,520.00		\$ 38,253.60
9		PIPE, DITJ C-50 AND C-52 W/TJ GASKETS								
	450	C-50 4"	\$ 15.61	\$ 7,024.50	\$ 22.40	\$10,080.00	\$14.98	\$6,741.00	15.73	\$ 7,078.50
	18	C-50 42"	\$ 194.45	\$ 3,500.10	\$ 209.99	\$3,779.82	\$168.53	\$3,033.54	197.36	\$ 3,552.48
TOTAL ITEM 9				\$ 10,524.60		\$13,859.82		\$9,774.54		\$ 10,630.98
10		STEEL TAPPING SLEEVE - FLANGE OUTLET WITH TYPE 304 S/S BOLTS AND NUTS	ROMAC		ROMAC		ROMAC		ROMAC	
	3	SLEEVE TAP, CI "O" RING 6" X 6" X 4"	\$ 397.80	\$ 1,193.40	\$ 409.00	\$1,227.00	\$400.00	\$1,200.00	407.11	\$ 1,221.33
	3	SLEEVE TAP, CI "O" RING 8" X 8" X4"	\$ 428.60	\$ 1,285.80	\$ 432.00	\$1,296.00	\$431.00	\$1,293.00	437.99	\$ 1,313.97
	2	SLEEVE TAP, CI "O" RING 10" X 10" X 4"	\$ 430.45	\$ 860.90	\$ 435.00	\$870.00	\$433.00	\$866.00	440.47	\$ 880.94

	1	SLEEVE TAP, CI "O" RING 10" X 10" X 6"	\$ 474.00	\$ 474.00	\$ 482.00	\$482.00	\$477.00	\$477.00	484.92	\$ 484.92
	6	SLEEVE TAP, CI "O" RING 12"X12"X4"	\$ 459.40	\$ 2,756.40	\$ 465.00	\$2,790.00	\$463.00	\$2,778.00	471.32	\$ 2,827.92
TOTAL ITEM 10				\$ 6,570.50		\$6,665.00		\$6,614.00		\$ 6,729.08
11		SERVICE SADDLES, DOUBLE STRAP WITH TYPE 304 S/S STRAPS AND TYPE 304 S/S BOLT & NUTS FOR CI/DI PIPE	ROMAC		ROMAC	ROMAC	ROMAC	ROMAC		
	60	SADDLE, DS 6"X1"	\$ 41.64	\$ 2,498.40	\$ 42.50	\$2,550.00	\$42.23	\$2,533.80	42.50	\$ 2,550.00
	30	SADDLE, DS 8"X1"	\$ 52.29	\$ 1,568.70	\$ 54.00	\$1,620.00	\$52.78	\$1,583.40	53.65	\$ 1,609.50
	12	SADDLE, DS 12"X2"	\$ 82.13	\$ 985.56	\$ 83.50	\$1,002.00	\$81.52	\$978.24	83.44	\$ 1,001.28
	1	SADDLE, DS 16"X2"	\$ 99.33	\$ 99.33	\$ 100.00	\$100.00	\$97.44	\$97.44	99.93	\$ 99.93
	10	SADDLE, DS 18"X2"	\$ 142.81	\$ 1,428.10	\$ 144.00	\$1,440.00	\$141.01	\$1,410.10	145.08	\$ 1,450.80
TOTAL ITEM 11				\$ 6,580.09		\$6,712.00		\$6,602.98		\$ 6,711.51
12	15	TYTON JOINT RESTRAINT GASKETS 4"	\$ 41.85	\$ 627.75	\$ 42.32	\$634.80	\$42.00	\$630.00	39.69	\$ 595.35
TOTAL ITEM 12				\$ 627.75		\$634.80		\$630.00		\$ 595.35
13		VALVES	M&H		AFC	MUELLER	AFC			
	7	GATE VALVE, DI FLxFL OPEN LEFT 3"	\$ 415.50	\$ 2,908.50	\$ 376.00	\$2,632.00	\$276.00	\$1,932.00	372.07	\$ 2,604.49
	10	GATE VALVE, DI FLxFL OPEN LEFT 4"	\$ 473.99	\$ 4,739.90	\$ 429.00	\$4,290.00	\$315.00	\$3,150.00	426.45	\$ 4,264.50
	2	GATE VALVE, DI FLxFL OPEN LEFT 6"	\$ 690.60	\$ 1,381.20	\$ 559.00	\$1,118.00	\$459.00	\$918.00	553.82	\$ 1,107.64
	3	GATE VALVE, DI MJxMJ OPEN RIGHT 4"	\$ 374.40	\$ 1,123.20	\$ 330.00	\$990.00	\$323.00	\$969.00	337.33	\$ 1,011.99
	8	GATE VALVE, DI MJxMJ OPEN RIGHT 8"	\$ 760.96	\$ 6,087.68	\$ 671.00	\$5,368.00	\$655.00	\$5,240.00	685.43	\$ 5,483.44
	4	GATE VALVE, DI MJxMJ OPEN RIGHT 12"	\$ 1,501.44	\$ 6,005.76	\$ 1,320.00	\$5,280.00	\$1,293.00	\$5,172.00	1100.00	\$ 4,400.00
	20	GATE VALVE, FLxMJ OPEN RIGHT 4"	\$ 357.44	\$ 7,148.80	\$ 315.00	\$6,300.00	\$308.00	\$6,160.00	312.48	\$ 6,249.60
	10	GATE VALVE, FLxMJ OPEN RIGHT 6"	\$ 477.76	\$ 4,777.60	\$ 421.00	\$4,210.00	\$412.00	\$4,120.00	417.51	\$ 4,175.10
	2	VALVE, VACUUM/RELEASE 1"	\$ 282.44	\$ 564.88	\$ 275.00	\$550.00	\$265.50	\$531.00	257.95	\$ 515.90
TOTAL ITEM 13				\$ 34,737.52		\$30,738.00		\$28,192.00		\$ 29,812.66
14		VALVE, BUTTERFLY OPEN RIGHT 2" SQUARE OPERATING NUT (NO ACCESS)								
	2	16" MJ X MJ	\$ 1,472.49	\$ 2,944.98	\$ 1,496.00	\$2,992.00	\$1,652.00	\$3,304.00	1455.93	\$ 2,911.86
	3	18" MJ X MJ	\$ 1,969.90	\$ 5,909.70	\$ 2,002.00	\$6,006.00	\$1,866.00	\$5,598.00	1939.79	\$ 5,819.37
	2	24" MJ X MJ	\$ 2,765.60	\$ 5,531.20	\$ 2,795.00	\$5,590.00	\$3,386.00	\$6,772.00	2709.18	\$ 5,418.36
	1	30" MJ X MJ	\$ 6,075.70	\$ 6,075.70	\$ 6,332.00	\$6,332.00	\$6,050.00	\$6,050.00	6137.65	\$ 6,137.65
	6	36" MJ X MJ	\$ 7,858.09	\$ 47,148.54	\$ 8,191.00	\$49,146.00	\$6,999.00	\$41,994.00	7859.59	\$ 47,157.54
	2	24" MJ X MJ	\$ 10,080.25	\$ 20,160.50	\$ 10,533.00	\$21,066.00	\$10,427.00	\$20,854.00	10107.12	\$ 20,214.24
	2	30:" FL x FL	\$ 5,693.30	\$ 11,386.60	\$ 5,904.00	\$11,808.00	\$6,060.00	\$12,120.00	5676.11	\$ 11,352.22
TOTAL ITEM 14				\$ 99,157.22		\$102,940.00		\$96,692.00		\$ 99,011.24
15	2	WAFER CHECK VALVES 18:"	\$ 3,091.46	\$ 6,182.92	\$ 3,580.00	\$7,160.00	\$3,251.00	\$6,502.00	3082.75	\$ 6,165.50
TOTAL ITEM 15				\$ 6,182.92		\$7,160.00		\$6,502.00		\$ 6,165.50
16	500	COILED PIT SETTER METER BOX 18"	\$ 864.35	\$ 432,175.00	\$ -	\$0.00	\$587.66	\$293,830.00	515.00	\$ 257,500.00
TOTAL ITEM 16				\$ 432,175.00		\$0.00		\$293,830.00		\$ 257,500.00
17	100	ALL THREAD 3/4"	\$ 1.87	\$ 187.00	\$ 2.22	\$222.00	\$2.35	\$235.00	2.20	\$ 220.00

TOTAL ITEM 17			\$ 187.00		\$222.00		\$235.00		\$ 220.00
TOTAL ITEMS 1-15			\$ 700,215.66		\$327,797.25		\$599,441.84		\$573,031.49
8.7% SALES TAX			\$60,918.76		\$28,518.41		\$52,151.44		\$ 43,853.74
GRAND TOTAL			\$ 761,134.42		\$356,315.66		\$651,593.28		\$ 616,885.23
CREDIT CARD		NO		NO		NO		YES	
ADDITIONAL PURCHASES		NO		YES		YES - 1 YR		YES	
DELIVERY		30 DAYS FRO		119 DAYS FRO		45 DAYS FRO		45 DAYS FRO	

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

02/23/2015

<u>Date Rec'd</u>	4/13/2011
<u>Clerk's File #</u>	OPR 2015-0087
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2014-0380
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	VB

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	RICK DOBROW 625-4115
<u>Contact E-Mail</u>	RDOBROW@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	0680-DESKTOP COMPUTER PURCHASE

**Agenda Wording**

Approval to purchase 100 desktop computers workstations and monitors from US Micro (Bellevue, WA)utilizing the County contract RES 2013-2756. Estimated total cost for 1 year is \$120,000(including tax).

**Summary (Background)**

The Police Department is on a 5 year replacement plan for desktop computers, which includes a 5 year warranty. Purchasing increments of desktop computers on a rotational basis ensures that the warranties and computers are maintained. Approximate purchase from US Micro is \$120,000.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 120,000.00	# 0680-30210-21920-53502-99999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	LYNDS, SARAH
<b><u>Division Director</u></b>	STRAUB, FRANK
<b><u>Finance</u></b>	LESESNE, MICHELE
<b><u>Legal</u></b>	WHALEY, HUNT
<b><u>For the Mayor</u></b>	CODDINGTON, BRIAN
<u>Additional Approvals</u>	
<b><u>Purchasing</u></b>	

**Study Session**

1/20/15

**Other****Distribution List**

ewade

eraleigh

slynds

contract accounting

taxes and licenses



**Briefing Paper  
City of Spokane  
Spokane Police Department  
Desktop Computer Value Blanket 2015  
Public Safety Committee-January 20, 2015**

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**Subject**

Establish a value blanket for desktop computers.

**Background**

SPD uses desktop computers for Administration, Detectives, Records, Property, Support Staff, etc. so replacements of these are needed on a 5 year rotation.

**Impact**

- Funds will be used to replace desktop computers for SPD as current ones become non-functional.
- These technology improvements will ensure SPD employees are able to complete essential job functions more effectively and efficiently.
- Estimated total value blanket for 100 desktops is \$120,000 (includes tax).

**Action**

Council Approval for value blanket utilizing Spokane County Resolution 2013-0756

**Funding**

General Fund - 0680



BÉLA G. KOVÁCS  
DIRECTOR

COUNTY OF SPOKANE  
WASHINGTON  
Department Of Purchasing  
**CHANGE ORDER 1**

PH (509) 477-2301  
FAX (509) 477-6627

Spokane County Purchasing Department  
1101 W. College Ave., Ste. 241B  
Spokane, WA 99201

Resolution Number: 123-0756  
Contract/Project Number: P7858  
Date: September 2, 2014  
Department: Information Systems

Contract Title: Microcomputers, Parts and Peripherals  
Contractor: US Micro Inc.

You are hereby directed to make the changes listed below in the subject contract.

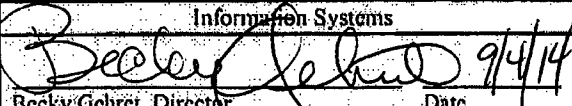
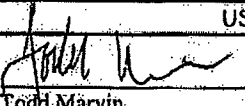
Nature of the change:

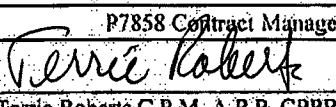
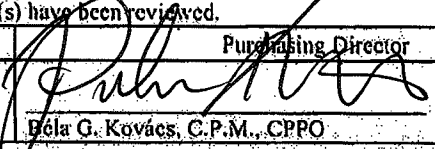
Change order item 1: In accordance with Article 3, Term of Agreement, Spokane County offers to renew this contract for Renewal 1, Term 2, from August 23, 2014 through Midnight, August 22, 2015.

The changes result in the following adjustment of the contract price and time:

CONTRACT WORK	
Original Contract Award (less tax)	\$200,000.00
Previously Authorized Change Order(s) (less tax)	\$0.00
Contract price prior to this change order (less tax)	\$200,000.00
Contract price (increase) (decrease) resulting from this change order (less tax)	\$0.00
Contract price including this change order (less tax)	\$200,000.00
8.7% Sales Tax =	\$17,400.00
Total Contract Value =	\$217,400.00

CONTRACT TIME	
Contract completion date prior to the change order	August 22, 2014
Contract time (increase/decrease) resulting from this change order	1 year
Contract completion date including this change order	August 22, 2015

The above change(s) are approved and I certify that these change(s) are consistent within the original scope of work for this project and that sufficient funds have been budgeted for this change order.	The change(s) as set forth in this Change Order are accepted.
Information Systems	US Micro Inc.
 9/4/14	 V.P. 9/4/14
Becky Gehret, Director Date	Todd Marvin Date

Purchasing Department The above change(s) have been reviewed.	
P7858 Contract Manager/Facilitator	Purchasing Director
 9/4/14	 9/5/2014
Terrie Roberts, C.P.M., A.P.P., CPPB Date	Béla G. Kovács, C.P.M., CPPO Date

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

02/23/2015

<u>Date Rec'd</u>	2/2/2015
<u>Clerk's File #</u>	OPR 2015-0088
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	VB

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	RICK DOBROW 625-4115
<u>Contact E-Mail</u>	RDOBROW@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	0680-RUGGED TABLET PURCHASE

**Agenda Wording**

Approval to create value blanket to purchase rugged tablets from Datec, Inc (Seattle, WA)utilizing GSA contract GSA Schedule 70:GS-35F-143R. Total estimated cost is \$70,000.

**Summary (Background)**

Rugged tablets will be used for the traffic unit that will increase their productivity by more than half the time currently spent out in the field. Tablets increase portability and ease of use in writing infractions. Approval to create value blanket to purchase rugged tablets from Datec, Inc (Seattle, WA)utilizing GSA contract GSA Schedule 70:GS-35F-143R. Total estimated cost is \$70,000.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 70,000	# 0680-30210-21920-53502
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u><b>Dept Head</b></u>	DOBROW, RICK	<u><b>Study Session</b></u>	1/20/15
<u><b>Division Director</b></u>	DOBROW, RICK	<u><b>Other</b></u>	
<u><b>Finance</b></u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u><b>Legal</b></u>	WHALEY, HUNT	ewade	
<u><b>For the Mayor</b></u>	SANDERS, THERESA	slynds	
<u>Additional Approvals</u>		eraliegh	
<u><b>Purchasing</b></u>	WAHL, CONNIE	cwalh@spokanecity.org	

**Briefing Paper  
City of Spokane  
Spokane Police Department  
Laptop & Tablet Value Blanket  
Public Safety Committee-January 20, 2015**

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**Subject**

To increase value blanket with Datec for Laptops and Docking Cradles for Patrol Cars and to also include addition of Rugged Tablets.

**Background**

Patrol utilizes laptops every day in their patrol cars, so replacements of these laptops are needed on a 5 year rotation. These orders have been falling short in the previous years of what is actually needed and so the value blanket this year will help to close that gap.

In 2015, SPD would also like to add Rugged Tablets to the value blanket starting with the traffic unit.

**Impact**

- Funds will be used to replace patrol laptops for SPD as current ones become non-functional.
- Funds will be used to purchase sub-compact mobile data computers to be used by Traffic Patrol officers as well as docking stations for these computers to be multi-functional in patrol vehicles as well.
- These technology improvements will ensure SPD officers are able to complete essential job functions in the field more effectively and efficiently.
- 

**Action**

Council Approval to increase by \$300,000.00. The current value blanket expired 12/31/2014.

**Funding**

General Fund and Capital Replacement Funds

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0089
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	STATE CONTRACT
<u>Requisition #</u>	VALUE BLANKET

<u>Submitting Dept</u>	STREET
<u>Contact Name/Phone</u>	MARK SERBOUSEK 232-8810
<u>Contact E-Mail</u>	MSERBOUSEK@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	1100-STREET PURCHASE OF TRAFFIC PAINT

**Agenda Wording**

Value Blanket Order for traffic paint from Alpine Products, Inc. (Auburn, WA) using Washington State Contract #07609 through 11/30/15 - not to exceed \$95,000.00.

**Summary (Background)**

The Street Department maintains over 3.2 million linear feet of lane striping, 1,243 crosswalks, 1095 stop bars and 708 roadway stencils in paint each year. As a member of the Washington State Purchasing Cooperative, State Contract pricing is available to the City. Staff requests a Value Blanket Order to be approved to enable purchases from this State Contract on an "as needed" basis.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 95,000.00	# various
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHENK, ANDREW	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 2/2/15
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	tprince	
<u>For the Mayor</u>	CODDINGTON, BRIAN	meveland	
<u>Additional Approvals</u>		taxes & licenses	
<u>Purchasing</u>	PRINCE, THEA		

## PCED Agenda Item

### Consent/Informational Item

Bid WSDOT #07609

Contract

Project Update

Title: 1-year Value Blanket Order for Traffic Paint from Alpine Products Inc., Auburn, WA, using Washington State Contract (#07609) not to exceed \$95,000.00

Date: February 2, 2015

Prepared By: Marcus Eveland

Narrative: Working with the Purchasing Department, the Street Department verified that as a member of the Washington State Purchasing Cooperative, contract #07609 is available to the City of Spokane (RCW 39.34); which was awarded to Ennis Paint Company, Ennis, TX (Local Agency vendor was assigned to Alpine Products Inc.). The current contract has been extended through November 30, 2015. With the current contract extension, the cost per gallon for traffic paint has increased \$0.25, per gallon, for all paint types and quantities.

The Street Department maintains over 3.2 million linear feet of lane striping, 1,243 crosswalks, 1,095 stop bars and 708 roadway stencils, in paint, each year. The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

This has been programmed in to the Street Department's 2014 budget and the budget code is 1100-21400-42640-54850.

Further Updates/Information: Mark Serbousek

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0090
<u>Renews #</u>	OPR 2014-0230
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	3845-12
<u>Requisition #</u>	VALUE BLANKET ORDER

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

Agenda Wording

Renew Blanket Order with Flint Trading (Thomasville, NC) for Preformed Thermoplastic Products for the City of Spokane Street Department - Signs & Markers. Estimated annual expenditure not to exceed \$85,000 including tax

Summary (Background)

On February 13, 2012 sealed bids were opened to provide the City of Spokane with an annual supply of Preformed Thermoplastic products to be purchased on an "as needed" basis. The bid allowed for four (4) one-year renewals - this is the third renewal. There will be a 4% price increase on all items with this renewal which the Street Department is agreeable to.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 85,000.00	# 1100-21400-42640-54850
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SCHENK, ANDREW	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 2/2/15
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	TPRINCE	
<u>For the Mayor</u>	CODDINGTON, BRIAN	MEVELAND	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

## PCED Agenda Item

### Consent/Informational Item

Bid #3845-12

Contract

Project Update

Title: 1-year Value Blanket Order for Preformed Thermoplastic products, from Flint Trading Inc., Thomasville, N.C., using City of Spokane Bid #3845-12 not to exceed \$85,000.00.

Date: February 2, 2015

Prepared By: Marcus Eveland

Narrative: In 2012 the Street Department worked with the Purchasing Department in producing a Request For Bid (#3845-12); Which was awarded to Flint Trading Inc. There are up to four (4) one-year optional renewal periods. 2012 pricing was extended through 2013 and 2014. For 2015, Flint has proposed a four percent (4%) increase on all items. The Street Department is agreeable to the price increase. This is the third renewal.

The Street Department maintains 117 marked crossings, 60 stop bars, and 487 roadway stencils, in thermoplastic, each year. The installation and maintenance of the combined 664 thermoplastic markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users while allowing minimal diversion of attention from the roadway. Thermoplastic installation and maintenance costs are greater than that of painted markings. Paint only last about one year whereas the estimated lifespan of thermoplastic is 3 to 5 years; this adds to year-round visibility for the roadway users, reduces exposure for workers in the roadway and allows workers to accomplish more signing and striping tasks on an annual basis.

This has been programmed in to the Street Department's 2015 budget and the budget code is 1100-21400-42640-54850.

Further Updates/Information: Mark Serbousek



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

02/23/2015

Date Rec'd

2/11/2015

Clerk's File #

OPR 2015-0091

Renews #Submitting Dept

SOLID WASTE DISPOSAL

Cross Ref #Contact Name/Phone

CHUCK CONKLIN 625-6524

Project #Contact E-Mail

CCONKLIN@SPOKANECITY.ORG

Bid #

RFP#4082-14

Agenda Item Type

Contract Item

Requisition #

CR 15154

Agenda Item Name

4490 CONTRACT WITH SAFWAY SERVICES LLC

Agenda Wording

Contract with SAFWAY SERVICES LLC (Spokane) for removal and replacement of insulation and cladding for boiler walls and piping and fabrication and installation of removable insulation blankets at the Waste to Energy facility. Not to exceed \$100,000.

Summary (Background)

To allow the waste to energy facility to operate properly and maintain a safe working environmental, insulation and cladding of various types is required throughout the facility. Removal and replacement of insulation and cladding is required to allow access for maintenance. The City issued RFP#4082-14 and received 3 proposals. Safway Services LLC was the lowest cost proposer. Term of the contract is through January 31, 2016, with four (4) one-year renewals/extensions.

Fiscal ImpactBudget Account

Expense \$ 108,700.00

# 4490-44100-37148-54850

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CONKLIN, CHUCK

Study Session

PWC 1/26/2015

Division Director

GIMPEL, KEN

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

WHALEY, HUNT

ttauscher@spokanecity.org

For the Mayor

CODDINGTON, BRIAN

lbutz@spokanecity.org

Additional Approvals

mlesesne@spokanecity.org

Purchasing

BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal  
January 26, 2015

---

Subject

Contract with Safway Services, LLC, of Spokane, for removal and replacement of insulation and cladding for boiler walls and piping and fabrication and installation of removable insulation blankets at the Waste to Energy Facility.

Background

During outages at the waste to energy facility removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation and piping and fabrication and installation of removable insulation blankets is also required. Removal and replacement of damaged or worn insulation may also be required on an as-needed basis.

The City issued RFP #4082-14 and received 3 proposals; DKB Inc., of Pasco, WA; Hudson Bay Insulation Co., of Seattle, and Safway Services LLC, of Spokane. After review it was determined that Safway Services LLC was the most responsive and lowest cost proposer.

The term of the contract is through January 31, 2016, with 4 additional one-year extensions, with an annual total not to exceed \$100,000.00.

Impact

To allow the waste to energy facility to operate properly and effectively and maintain a safe working environment, insulation and cladding of various types is required throughout the plant. This contract will allow for that insulation to be removed and replaced from time to time to allow the facility to be maintained and repaired.

Action

Recommend approval.

Funding

Funding is included in the 2015 operation and maintenance budget.

## CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SAFWAY SERVICES, LLC, whose address is 6206 East Trent Avenue, Building 3, Suite A, Spokane, Washington 99212, 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 REMOVAL OF INSULATION AND CLADDING FOR BOILER WALLS AND OTHER AREAS AT THE CITY'S WASTE TO ENERGY FACILITY. AS WELL AS THE REPLACEMENT OF THE INSULATION AND PIPING AND FABRICATION AND INSTALLATION OF REMOVABLE INSULATION BLANKETS. THIS IS TO INCLUDE THE REMOVAL AND REPLACEMENT OF DAMAGED OR WORN INSULATION ON AN AS-NEEDED BASIS.
2. CONTRACT DOCUMENTS. This Contract, the request for bids other than as expressly excepted to in the Contractor's bid proposal, and the Contractor's bid proposal constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with the Solid Waste Department, Waste To Energy Facility, Spokane, Washington, and are incorporated into this Contract by reference as if they were set forth at length.
3. TIME OF PERFORMANCE. The Contract shall begin upon signature by both parties and run through January 31, 2016. This Contract has the possibility of four (4) additional one-year renewals/extensions, upon mutual agreement of the parties.
4. TERMINATION. The City may, without cause, terminate this Contract at any time with providing thirty (30) days written notice to the Contractor. 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.
5. COMPENSATION. The City will pay ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
6. 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.
7. PAYMENT. The Contractor will send its applications for payment to the Waste To Energy Facility, 2900 South Geiger Boulevard, Spokane, Washington 99224. 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.

8. **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 including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

9. **INDEMNIFICATION.**

- A. The Contractor is an independent contractor and not the agent or employee of the City. No liability shall attach to the City for entering into this Contract or because of any act or omission of the Contractor except as expressly provided.
- B. 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 agents 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.
- C. **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 \$1,500,000 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 two (2) years 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 his performance under this Contract. This warranty is in addition to any manufacturer's or other warranty in the contract documents.

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. 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.

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

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

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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 Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

26. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney

Dated: \_\_\_\_\_

SAFWAY SERVICES, LLC

Email Address, if available: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments that are a part of  
this Contract:

Payment Bond  
Performance Bond



PAYMENT BOND

We, SAFWAY SERVICES, LLC, as principal, and, \_\_\_\_\_ as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials for the REMOVAL OF INSULATION AND CLADDING FOR BOILER WALLS AND OTHER AREAS AT THE CITY'S WASTE TO ENERGY FACILITY. AS WELL AS THE REPLACEMENT OF THE INSULATION AND PIPING AND FABRICATION AND INSTALLATION OF REMOVABLE INSULATION BLANKETS. THIS IS TO INCLUDE THE REMOVAL AND REPLACEMENT OF DAMAGED OR WORN INSULATION ON AN AS-NEEDED BASIS. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

SAFWAY SERVICES, LLC, AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

\_\_\_\_\_  
AS SURETY  
By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON       )  
  ).ss  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that  
he/she was authorized to sign the document and acknowledged it as the agent or representative of the  
named Surety company which is authorized to do business in the State of Washington, for the uses and  
purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

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

PERFORMANCE BOND

We, SAFWAY SERVICES, LLC, as principal, and, \_\_\_\_\_ as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials for the REMOVAL OF INSULATION AND CLADDING FOR BOILER WALLS AND OTHER AREAS AT THE CITY'S WASTE TO ENERGY FACILITY. AS WELL AS THE REPLACEMENT OF THE INSULATION AND PIPING AND FABRICATION AND INSTALLATION OF REMOVABLE INSULATION BLANKETS. THIS IS TO INCLUDE THE REMOVAL AND REPLACEMENT OF DAMAGED OR WORN INSULATION ON AN AS-NEEDED BASIS. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

SAFWAY SERVICES, LLC, AS PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

By: \_\_\_\_\_

Its Attorney in Fact

STATE OF WASHINGTON       )  
  ).ss  
County of \_\_\_\_\_)

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that  
he/she was authorized to sign the document and acknowledged it as the agent or representative of the  
named Surety company which is authorized to do business in the State of Washington, for the uses and  
purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

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

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

02/23/2015

Date Rec'd

2/11/2015

Clerk's File #

OPR 2015-0092

Renews #Submitting Dept

SOLID WASTE DISPOSAL

Cross Ref #Contact Name/Phone

CHUCK CONKLIN 625-6524

Project #Contact E-Mail

CCONKLIN@SPOKANECITY.ORG

Bid #

RFP#4075-14

Agenda Item Type

Contract Item

Requisition #

CR 15158

Agenda Item Name

4490 CONTRACT WITH KONECRANES INC.

Agenda Wording

Contract with KONECRANES, INC., of Spokane Valley, for quarterly crane/hoist/trolley and lifeline preventative maintenance inspections and scheduled and unscheduled service calls at the Waste to Energy. Total not to exceed \$136,418.68 excluding tax.

Summary (Background)

The Waste to Energy facility utilizes five cranes and 2 lifelines in its operations. Cranes, hoists, and lifelines must be inspected on schedule, and all inspections and maintenance completed by certified inspectors and technicians to allow equipment to remain in service. Responses to RFP #4075-14 were received on November 3, 2014, with Konecranes, Inc. as the only respondent. Contract term is through 2015 with up to four (4) one-year extensions.

Fiscal ImpactBudget Account

Expense \$ 148,287.11

# 4490-44100-37148-54803

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CONKLIN, CHUCK

Study Session

PWC 1/26/2015

Division Director

GIMPEL, KEN

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

WHALEY, HUNT

ttauscher@spokanecity.org

For the Mayor

CODDINGTON, BRIAN

lbutz@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

PRINCE, THEA

mlesesne@spokanecity.org

BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal  
January 26, 2015

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Subject

Contract with Konecranes Inc., of Spokane Valley, for quarterly crane/hoist/trolley and lifeline preventative maintenance inspections and unscheduled service calls at the Waste to Energy Facility.

Background

The waste to energy facility utilizes five cranes in its operations; three Konecrane double girder top riding cranes and two in-house made monorail cranes. Also included in this contract are two Sala manufactured lifelines. All of this equipment requires quarterly inspections and as-needed repairs.

Responses to RFP #4075-14 were opened on November 3, 2014, and Konecranes Inc., of Spokane Valley, was the only respondent.

The term of this contract is through 2015, with 4 additional one-year extensions, for a total annual cost not to exceed \$136,418.68.

Impact

The cranes, hoists, and lifelines used at the waste to energy facility must be inspected on schedule, and all inspections and maintenance completed by certified inspectors and technicians. Any equipment that is not maintained on schedule and in accordance with safety regulations must be taken out of service. This could lead to a shutdown of the facility. This contract will allow for the continued safe operations of the cranes/hoist/trolley and lifelines and the waste to energy facility.

Action

Recommend approval.

Funding

Funding is included in the 2015 operation and maintenance budget.

## CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and KONECRANES INC., whose address is 3020 North Sullivan Road, Suite C, Spokane Valley, Washington 99216, 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 to provide QUARTERLY CRANE/HOIST/TROLLEY AND LIFELINE PREVENTATIVE MAINTENANCE INSPECTIONS AND UNSCHEDULED SERVICE CALL REQUESTS AT THE CITY'S WASTE TO ENERGY FACILITY, in accordance with the Contractor's response to the City's RFP #4075-14.

A. Associated Costs shall be at the following pricing schedule estimate:

Quarterly Crane Inspections:	\$13,261.40
Quarterly Lifeline Inspections:	\$ 2,652.28
Unscheduled Crane Service:	\$ 5,300.00 (Estimate 35 hours at \$178/hr)
Estimated spare parts:	<u>\$115,200.00</u>
Contract Total	\$136,418.68

2. CONTRACT DOCUMENTS. This Contract and the Contractor's quote constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with the Spokane Solid Waste Disposal Department, 2900 South Geiger Boulevard, Spokane, and are incorporated into this Contract by reference as if they were set forth at length.

3. TIME OF PERFORMANCE. The Contract shall begin on December 1, 2014 and run through December 31, 2015.

4. TERMINATION. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

5. PUBLIC WORK MAINTENANCE. The following public work maintenance requirements apply to the work under this Contract:

A. The Contractor shall pay state prevailing wages. The Contractor and all subcon-

tractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

B. A payment/performance bond is NOT required.

C. Statutory retainage is NOT required.

6. COMPENSATION. The City will pay ONE HUNDRED THIRTY SIX THOUSAND FOUR HUNDRED EIGHTEEN AND 68/100 DOLLARS (\$136,418.68), excluding taxes if applicable, the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.

7. PAYMENT. The Contractor will send its applications for payment to the Spokane Solid Waste Disposal Department, 2900 South Geiger Boulevard, Spokane, Washington 99224. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76.

8. 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.**

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



- 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;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 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 \$500,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage required by this Contract, the Contractor shall furnish an acceptable insurance certificate to the City at the time it returns the signed Contract. The certificate 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 financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. 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.

11. 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.

12. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the Owner demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - 1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - 2. Have a current Washington Unified Business Identifier (UBI) number;
  - 3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  - 4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

13. 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 including gender expression or gender identity, 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. The Contractor agrees to comply with, and to

require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

14. 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.

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

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

17. 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.

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

19. 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.

20. 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.

21. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

22. 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.

23. 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 Director of Asset Management, and the Contract time and compensation will be adjusted accordingly.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

KONECRANES INC.

Email Address, if available: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0093
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	RFP#4079-14
<u>Requisition #</u>	CR 15157

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL
<u>Contact Name/Phone</u>	CHUCK CONKLIN 625-6524
<u>Contact E-Mail</u>	CCONKLIN@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4490 CONTRACT WITH DICK IRVIN, INC.

Agenda Wording

Contract with DICK IRVIN, INC. (Shelby, MT) for coordination, transportation, and offloading of bulk lime for use in the Waste to Energy facility. Cost not to exceed \$417,500.00 excluding tax, if applicable.

Summary (Background)

Request for Proposals #4079-14 for coordination, transportation and offloading of the bulk lime was issued, and Dick Irvin, Inc., of Shelby, MT, was the only respondent. This vendor has been providing this service to the waste to energy facility for a number of years and has the experience to effectively communicate with the facility staff to monitor lime levels and coordinate with lime supplier to assure lime is delivered when needed. Contract is through 2015 with four (4) one-year extensions.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 417,500.00	# 4490-44100-37148-54201
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 1/26/2015
<u>Division Director</u>	GIMPEL, KEN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	lbutz@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal  
January 26, 2015

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Subject

Contract with Dick Irvin, Inc., of Shelby, MT, for coordination, transportation and offloading of bulk lime for use in the Waste to Energy Facility.

Background

A Request for Bid was issued for bulk lime purchase. The respondents to that RFB were able to provide the bulk lime product that meets the required specifications for use in the waste to energy facility, but do not provide transportation of the material. A Request for Proposals #4079-14 for coordination, transportation and offloading of the bulk lime was issued, and Dick Irvin, Inc., of Shelby, MT, was the only respondent. This vendor has been providing this service to the waste to energy facility for a number of years, and an interim contract was assigned from Wheelabrator to the City, when the City began operations of the facility on November 17, 2014, to assure delivery of lime until the proposals could be evaluated and a vendor selected.

Dick Irvin, Inc., has the experience to effectively communicate with the waste to energy facility staff to monitor lime levels and coordinate with lime supplier to assure lime is delivered when needed. The company has the proper equipment to integrate with the facility's equipment for safe and timely product offloading.

The term of this contract is through 2015, with 4 additional one-year extensions, with an annual total not to exceed \$417,500.

Impact

The waste to energy facility requires lime to operate. Failure to have lime on hand when needed would result in a plant shut down. Having this contract in place will allow the facility to continue safe and effective 24 hr/7 day per week operations.

Action

Recommend approval.

Funding

Funding is included in the 2015 operation and maintenance budget.

## CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and DICK IRVIN, INC., whose address is 475 Wilson Avenue, P.O. Box 950, Shelby, Montana 59474, as "Contractor".

The Parties agree as follows:

1. **PERFORMANCE.** The Contractor will be responsible for coordinating on-going lime requirements from the lime supplier, Graymont Western US, Inc., for the City of Spokane Waste to Energy Facility (WTEF), located at South 2900 Geiger Boulevard, Spokane, Washington 99224-5400. The Contractor will be responsible for monitoring the WTEF lime levels by contacting WTEF Control - daily via phone number: (509) 624-6575 Extension 17, to obtain current lime levels; based upon coordination with WTEF Control Room, Contractor will coordinate with lime supplier bulk lime requirements for WTEF Facility to enable on-load of lime at lime supplier's plant and provide transport and offload at WTEF. Skilled drivers will be required to break-up trailers (Semi and Pup) as required to offload lime into lime silo at the WTEF. All lime shipments will be tested for reactivity by WTEF personnel prior to offloading. WTEF Control Room is to be advised of all deliveries twenty four (24) to forty eight (48) hours prior to delivery. All WTEF Safety procedures shall be adhered to while on WTEF premises. Contractor shall be available twenty four (24) hours a day on-call. All work shall be performed in accordance with the Contractor's Bid submitted to the City in response to its RFB.
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, contract provisions, contract plans, the City's Request for Bids (RFB), standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, and change orders. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Solid Waste Disposal Department, and are incorporated into this Contract by reference, as if they were set forth at length.
3. **TIME OF PERFORMANCE.** The Contract shall begin January 1, 2015 and run through December 31, 2015. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods, with the total contract term not to exceed five (5) years.
4. **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.
5. **COMPENSATION.** The City will pay FOUR HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$417,500.00), the amount in the Contractor's quote, based on SIX THOUSAND (6,000) tons more or less, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.

6. **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.

7. **PAYMENT.** The Contractor will send its applications for payment to the Waste to Energy Facility 2900 South Geiger Boulevard, Spokane, Washington 99224. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76.

8. **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.**

9. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverage(s):

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 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; and

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

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 Contractor or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish an acceptable insurance certificate to the City at the time it returns the signed Contract. The certificate 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 financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

10. CONTRACTOR'S WARRANTY. The Contractor guarantees all work, labor and materials under this Contract for two (2) 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.

11. 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 including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

12. 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.

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

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

15. 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.

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

17. 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.

18. 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 Director of the Waste to Energy Facility or designee, and the Contract time and compensation will be adjusted accordingly.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

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

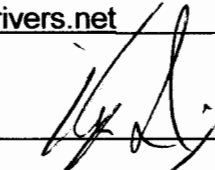
  
\_\_\_\_\_  
Assistant City Attorney

Dated: 12/8/14

DICK IRVIN, INC

Email Address, if available:

mirvin@3rivers.net

By:  \_\_\_\_\_

Title: Sec. Treas.

Attachments that are a part of this Contract:

DICK IRVIN, INC., Management Proposal submitted to the City in response to its RFB.

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0095
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CHUCK 625-6524	<u>Project #</u>	
<u>Contact E-Mail</u>	CCONKLIN@SPOKANECITY.ORG	<u>Bid #</u>	RFP#4062-14
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15159
<u>Agenda Item Name</u>	4490 CONTRACT WITH ONLINE CLEANING SERVICES		

Agenda Wording

Contract with ONLINE CLEANING SERVICES,LLC, (Marysville, CA) for boiler blast cleaning services at the Waste to Energy facility. Cost not to exceed \$186,650.80 excluding taxes.

Summary (Background)

Prior to scheduled maintenance outages at the Waste to Energy, blasting is done in the boilers to facilitate more efficient cleaning and repairs during the outages. Additional on-line blast cleaning may be required for the boilers or the expeller dropchute. These blastings involve the use of explosives which can only be used by specially trained personnel. An RFP was issued. Online Cleaning Services was the lowest cost of the three responses. The term is through 2015 with 4 one-year extensions.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 202,889.42	#	4490-44100-37148-54803
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 1/26/2015
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	lbutz@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal  
January 26, 2015

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Subject

Contract with Online Cleaning Services, of Marysville, CA, for Boiler Blast Cleaning Services at the Waste to Energy Facility.

Background

Historically, based on annual tonnage received at the waste to energy facility, the facility conducts three scheduled maintenance outages per year. Prior to these outages blasting is done in the boilers to facilitate more efficient cleaning and repairs during the outages. Additional on-line blast cleaning may be required for the boilers or the expeller dropchute.

These blastings involve the use of explosives which can only be used by specially trained personnel. To secure these services an RFP was issued. Three responses to RFP #4062-14 were received on October 20, 2014; Precision Blasting, Inc. of Flatwoods, KY; Blasting Solutions, Inc. of Syracuse, UT, and Online Cleaning Services, of Marysville, CA. After review of the proposals Online Cleaning Services was determined to be the most qualified and lowest cost proposer.

The term of the contract is through 2015 with 4 additional one-year extensions, with an annual total not to exceed \$186,650.80.

Impact

Blasting prior to a maintenance outage allows for more efficient cleaning and inspection of the boilers during the outage. This allows for easier identification of areas needing repair, more efficient repairs, and consequently more efficient operation.

Action

Recommend approval.

Funding

Funding is included in the 2015 operation and maintenance budget.

## CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and ONLINE CLEANING SERVICES, whose address is 2689 Highway 20, Marysville, California 95901, 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 City's request for proposal, BOILER BLAST CLEANING SERVICES, and in accordance with the attached Contractor's proposal.
2. CONTRACT DOCUMENTS. This Contract, the Contractor's proposal constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224, and are incorporated into this Contract by reference as if they were set forth at length.
3. TIME OF PERFORMANCE. The Contract shall begin upon notice to proceed and run through December 31, 2015 unless terminated earlier. The Contract may be extended upon mutual agreement for an additional four (4) one (1) year periods.
4. TERMINATION. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. COMPENSATION. The City will pay ONE HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED FIFTY AND 80/100 DOLLARS (\$186,650.80) annually, the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
6. 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.
7. PAYMENT. The Contractor will send its applications for payment to the Director of Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224. 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.

8. **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
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 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; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) 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 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. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. 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 including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.



18. 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.

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

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

21. 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.

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

23. 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.

24. 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.

25. 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.

26. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

27. 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 Director of [and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

ONLINE CLEANING SERVICES

Email Address, if available: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment that is a part of  
this Contract:

Payment Bond  
Performance Bond

PAYMENT BOND

We, ONLINE CLEANING SERVICES, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of \_\_\_\_\_ for the payment of ONE HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED FIFTY AND 80/100 DOLLARS (\$186,650.80), which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for BOILER BLAST CLEANING SERVICES. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

ONLINE CLEANING SERVICES,  
AS PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

A valid POWER OF ATTORNEY  
for the surety's agent must  
accompany this bond.

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON                    )  
  ).ss  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated  
that he/she was authorized to sign the document and acknowledged it as the agent or  
representative of the named surety company which is authorized to do business in the State of  
Washington, for the uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

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

PERFORMANCE BOND

We, ONLINE CLEANING SERVICES, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of \_\_\_\_\_ for the payment of ONE HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED FIFTY AND 80/100 DOLLARS (\$186,650.80), which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for BOILER BLAST CLEANING SERVICES. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

ONLINE CLEANING SERVICES,  
AS PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

A valid POWER OF ATTORNEY  
for the surety's agent must  
accompany this bond.

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON                    )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that  
he/she was authorized to sign the document and acknowledged it as the agent or representative of  
the named Surety Company which is authorized to do business in the State of Washington, for the  
uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

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

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0096
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CHUCK 625-6524	<u>Project #</u>	
<u>Contact E-Mail</u>	CCONKLIN@SPOKANECITY.ORG	<u>Bid #</u>	RFP#4090-14
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15160
<u>Agenda Item Name</u>	4490 CONTRACT WITH BIG SKY INDUSTRIAL		

Agenda Wording

Contract with Big Sky Industrial (Spokane) for vacuum support services for vacuuming sandblast sand water, sump, and water jet transfer lines, and vacuuming carbon room and overflow areas. Cost not to exceed \$150,000.00 per year excluding taxes.

Summary (Background)

During the maintenance outages at the waste to energy facility sandblasting material is used throughout the boiler. Vacuum support services for sandblast sand and clean up of various levels after sandblasting is complete. Also required is vacuuming the sump and water jet transfer line in the ash house and vacuuming of carbon room, as well as water wash of air cooled condensers. All work must be done with no vacuum exhaust being released outside the building.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 163,050.00	#	4490-44100-37148-54803
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 1/26/2015
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	lbutz@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

All materials to be disposed on site at the waste to energy. Two responses were received to RFP#4090-14, with Big Sky Industrial being the lowest cost proposal. The term of the contract is through 2015 with four (4) additional one-year extensions.

Fiscal Impact

Select     \$

Select     \$

Budget Account

#

#

Distribution List




BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal  
January 26, 2015

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Subject

Contract with Big Sky Industrial of Spokane for vacuum support services for vacuuming sandblast sand water, washing air cooled condensers, vacuum sump and water jet transfer lines, and vacuum carbon room and overflow areas.

Background

During the three normally scheduled outages of the waste to energy facility each year, sandblasting material is used throughout the boiler depending on work being performed. Vacuum support services for vacuuming sandblast sand and cleanup of various levels after sandblasting is complete.

Also required is the vacuuming of sump and water jet transfer line in the ash house and vacuuming of carbon room and overflow areas, as well as water wash of air cooled condensers. All work must be done with no vacuum exhaust being released outside the building. All materials will be disposed on site at the waste to energy facility.

Two responses were received to the City's RFP#4090-14; Clean Harbors Environmental Services, Inc., of Spokane Valley; and Big Sky Industrial of Spokane. Upon review it was determined that Big Sky Industrial was the most responsive and lowest cost proposal.

The term of the contract is through 2015 with the 4 additional one-year extensions, for an annual total not to exceed \$150,000.00

Impact

The sandblasting of the boilers and other outage related cleaning produces sand, ash, and other materials that must be collected and disposed of for employee safety and environmental protection. This contract allows this work to be done in a safe and environmentally conscious manner.

Action

Recommend approval.

Funding

Funding is included in the 2015 operation and maintenance budget.

## CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and BIG SKY INDUSTRIAL, whose address is 9711 West Euclid Avenue, Spokane, Washington 99224, as "Contractor".

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 VACUUM SUPPORT SERVICES FOR VACUUMING SANDBLAST SAND WATER, WASH AIR COOLED CONDENSERS, VACUUM SUMP AND WATER JET TRANSFER LINES, AND VACUUM CARBON ROOM AND OVERFLOW AREAS.
2. CONTRACT DOCUMENTS. This Contract, the request for proposals other than as expressly excepted to in the Contractor's bid proposal, and the Contractor's proposal constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with the Solid Waste Disposal, 2900 South Geiger Boulevard , Spokane, Washington, and are incorporated into this Contract by reference as if they were set forth at length.
3. TIME OF PERFORMANCE. The Contract shall begin upon notice to proceed, and run through December 31, 2015. The Contract may be extended upon mutual agreement four (4) additional one (1) year periods.
4. 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.
5. PUBLIC WORK MAINTENANCE. The following public work maintenance requirements apply to the work under this Contract:
  - A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

B. A payment/performance bond is NOT required.

C. Statutory retainage is NOT required.

6. COMPENSATION. The City will pay a maximum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.

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 Director of Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76.

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. 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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 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. 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 forty five (45) 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.

11. 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.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. 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.

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. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

16. 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 including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

17. 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.
18. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.
19. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
20. 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.
21. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
22. 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.
23. 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.
24. 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.
24. 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 Director of Solid Waste Disposal, and the Contract time and compensation will be adjusted accordingly.

25. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

Dated: \_\_\_\_\_

CITY OF SPOKANE


By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

BIG SKY INDUSTRIAL

Email Address, if available: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

15-033

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0097
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CHUCK 625-6524	<u>Project #</u>	
<u>Contact E-Mail</u>	CCONKLIN@SPOKANECITY.ORG	<u>Bid #</u>	RFP#4069-14
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15199
<u>Agenda Item Name</u>	4490 CONTRACT WITH ZAMPELL REFRACTORIES, INC.		

Agenda Wording

Contract with ZAMPELL REFRACTORIES, INC. (Newburyport, MA)for refractory installation and sandblasting services at the Waste to Energy facility. Total annual cost not to exceed \$978,300.00

Summary (Background)

During maintenance related outages at the Waste to Energy, sandblasting of tube areas in boilers, convection cavity and superheater tubes, screen tubes and generator tubes is needed. Also refractor demolition, tile installation and anchor welding is required. Sandblasting and removal and replacement of refractory material is essential to keep the boilers in good working order.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 978,300.00	#	4490-44100-37148-54803
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 1/26/2015
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	lbutz@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		





Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Two responses to RFP#4069-14 were received; Guy Neilson Co, Pocatello, ID, and Zampell Refractories, Inc., of Newburyport, MA. A reveiw of the proposals determined that Zampell Refractories, Inc., was the most qualified and lowest cost proposer. The term of the contract is through 2015 with four (4) additional one-year extensions.

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List


BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal  
January 26, 2015

---

Subject

Contract with Zampell Refractories, Inc., Newburyport, MA, for refractory installation and sandblasting services at the Waste to Energy Facility.

Background

Historically the waste to energy facility has conducted three maintenance related outages per calendar year. During these outages, sandblasting of tube areas in boilers, convection cavity, and superheater tubes, screen tubes, and generator tubes is needed. Also, refractor demolition, tile installation, and miscellaneous anchor welding must be performed.

Two responses were received to RFP #4069-14; Guy Neilson Co, Pocatello, ID, and Zampell Refractories, Inc, of Newburyport, MA. A review of the proposals determined that Zampell Refractories, Inc., was the most qualified and lowest cost proposer.

The term of the contract is through 2015 with 4 additional one-year extensions, with an annual total not to exceed \$978,300.00

Impact

Sandblasting services and removal and replacement of refractory material is essential to keep the boilers in good working order for the continued operation of the waste to energy facility. Failure of any of these items could result in a plant shutdown.

Action

Recommend approval.

Funding

Funding is included in the 2015 operation and maintenance budget.

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and ZAMPELL REFRACTORIES, INC., whose address is 3 Stanley Tucker Drive, Newburyport, Massachusetts 01950-4017, 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 City's request for proposal, REFRACTORY INSTALLATION AND SANDBLASTING SERVICES, and in accordance with the attached Contractor's proposal.
2. CONTRACT DOCUMENTS. This Contract, the Contractor's proposal constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224, and are incorporated into this Contract by reference as if they were set forth at length.
3. CONTRACT TERM. The Contract shall begin upon notice to proceed and run through December 31, 2015 unless terminated earlier. The Contract may be extended upon mutual agreement for an additional four (4) one (1) year periods.
4. TERMINATION. Either party may terminate this Contract by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
5. COMPENSATION. The City will pay NINE HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$978,300.00) annually, the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
6. 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.
7. PAYMENT. The Contractor will send its applications for payment to the Director of Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224. 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.

8. 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.**

9. 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.

10. 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
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 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; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) 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 financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. 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.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. 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.

14. 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.

15. 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.

16. SUBCONTRACTOR RESPONSIBILITY.

- A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW.
  4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. 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 including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

18. 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.

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

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

21. 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.

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

23. 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.

24. 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.

25. 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.

26. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

27. 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 Director of [and the Contract time and compensation will be adjusted accordingly.

28. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

ZAMPELL REFRACTORIES, INC.

Email Address, if available: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment that is a part of  
this Contract:

Payment Bond  
Performance Bond



PAYMENT BOND

We, ZAMPELL REFRACTORIES, INC., as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of \_\_\_\_\_ for the payment of NINE HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$978,300.00), which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for REFRACTORY INSTALLATION AND SANDBLASTING SERVICES. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

ZAMPELL REFRACTORIES, INC.,  
AS PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

A valid POWER OF ATTORNEY  
for the surety's agent must  
accompany this bond.

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON

County of \_\_\_\_\_

)  
) ss  
)

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this document; on oath stated that he/she was authorized to sign the document and acknowledged it as the agent or representative of the named surety company which is authorized to do business in the State of Washington, for the uses and purposes mentioned in this document.

DATED on \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

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

PERFORMANCE BOND

We, ZAMPELL REFRACTORIES, INC., as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of \_\_\_\_\_ for the payment of NINE HUNDRED SEVENTY EIGHT THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$978,300.00), which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for REFRACTORY INSTALLATION AND SANDBLASTING SERVICES. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

ZAMPELL REFRACTORIES, INC.,  
AS PRINCIPAL

By: \_\_\_\_\_

Title: \_\_\_\_\_

A valid POWER OF ATTORNEY  
for the surety's agent must  
accompany this bond.

\_\_\_\_\_  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON                    )  
  ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
\_\_\_\_\_ signed this document; on oath stated that  
he/she was authorized to sign the document and acknowledged it as the agent or representative of  
the named Surety Company which is authorized to do business in the State of Washington, for the  
uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

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

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0098
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CHUCK 625-6524	<u>Project #</u>	
<u>Contact E-Mail</u>	CCONKLIN@SPOKANECITY.ORG	<u>Bid #</u>	RFP#4091-14
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15200
<u>Agenda Item Name</u>	4490 CONTRACT WITH BAY VALVE SERVICE, LLC		

Agenda Wording

Contract with BAY VALVE SERVICE, LLC (Longview, WA) for on-site valve repair services at the Waste to Energy facility. Cost not to exceed \$80,000.00 per year, excluding taxes.

Summary (Background)

On-site repair of valves at the Waste to Energy may be as-needed or scheduled in conjunction with a maintenance outage. The waste to energy has numerous types of valves, many of which are critical to the operation of the facility. Valve repair services may include, but are not limited to, boiler safety valves, relief valves, main boiler stops, critical service valves, and control valves, and removal and installation of various high pressure components.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 80,000.00	#	4490-44100-37148-54803
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 1/26/2015
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	lbutz@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Maintaining these valves is required for safe and efficient operation of the plant. Failure of these critical valves could result in a shutdown. Two responses to RFP#4091-14 were received; Bay Valve Service, LLC, of Longview, WA, and Professional Piping Inc., of Spokane Valley. Bay Valve Service, LLC was the least cost of these two responses. The term of the contract is through December 31, 2015, with four (4) additional one-year extensions.

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List


BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal  
January 26, 2015

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Subject

Contract with Bay Valve Service, LLC, Longview, WA, for on-site valve repair services at the Waste to Energy Facility.

Background

On-site repair of valves at the waste to energy facility may be as-needed or scheduled in conjunction with a maintenance outage. Valve repair services may include, but are not limited to: boiler safety valves, relief valves, main boiler stops, critical service valves, high pressure valves, control valves, and removal and installation of various high pressure components.

RFP #4091-14 was issued, and two responses received; Bay Valve Service, LLC of Longview, WA; and Professional Piping Inc., of Spokane Valley. After review it was determined that Bay Valve Service, LLC, was the most responsive and least cost proposal.

The term of the contract is through December 31, 2015, with 4 additional one-year extensions, for a total not to exceed \$80,000.00 per year.

Impact

The waste to energy has numerous types of valves, many of which are critical to the operation of the plant. Maintaining these valves is required for safe and efficient operation. Failure of these critical valves could result in a shutdown of the plant.

Action

Recommend approval.

Funding

Funding is included in the 2015 operation and maintenance budget.

C O N T R A C T

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and BAY VALVE SERVICE, LLC., whose address is 213 Douglas Street, Longview, Washington 98632, 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 City's request for proposal entitled ON-SITE VALVE REPAIR SERVICES, and in accordance with the attached Contractor's proposal.
2. CONTRACT DOCUMENTS. This Contract, the Contractor's proposal constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224, and are incorporated into this Contract by reference as if they were set forth at length.
3. CONTRACT TERM. The Contract shall begin upon notice to proceed, and run through December 31, 2015, unless terminated earlier. The Contract may be extended upon mutual agreement for an additional four (4) one (1) year periods.
4. 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.
5. PUBLIC WORK MAINTENANCE. The following public work maintenance requirements apply to the work under this Contract:
  - A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the State Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.
  - B. A payment/performance bond is NOT required.



C. Statutory retainage is NOT required.

6. COMPENSATION. The City will pay a maximum of EIGHTY THOUSAND AND NO/100 DOLLARS (\$80,000.00), the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.

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 Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224. Payment will be made within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76.

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. 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
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$5,000,000 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; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty five (45) 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 financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. 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.

12. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments, and each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

13. 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.

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. 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 including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.
16. 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.
17. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the Contract.
18. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
19. 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.
20. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
21. 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.
22. 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.

23. 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.

24. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

25. 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 Director of Solid Waste Disposal, and the Contract time and compensation will be adjusted accordingly.

Dated: \_\_\_\_\_

CITY OF SPOKANE


By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

BAY VALVE SERVICE, LLC

Email Address, if available: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	OPR 2015-0099
<u>Renews #</u>	

<u>Submitting Dept</u>	UTILITIES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	KEN GIMPEL 625-6532	<u>Project #</u>	
<u>Contact E-Mail</u>	KGIMPEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	
<u>Agenda Item Name</u>	MOU PROVIDE REGIONAL WASTE REDUCTION/RECYCLING		

Agenda Wording

Memorandum of Understanding with Spokane County for the City to provide regional waste reduction and recycling outreach and education.

Summary (Background)

This MOU formalizes the duties of the City and County for providing regional waste reduction and recycling outreach and education as required in the County Solid Waste Management Plan. Through the agreement the county will reimburse the City 87.5% of the total costs of services recognizing that these services benefit all jurisdictions participating in the Regional Solid Waste System.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 200,000.00	#	4490-94402-37079-33431
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	ROMERO, RICK	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 10/13/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	CODDINGTON, BRIAN		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

BRIEFING PAPER  
Council Briefing Session  
Solid Waste Disposal Department  
February 9, 2015

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Subject

Memorandum of Understanding (MOU) between the City of Spokane and Spokane County for regional waste reduction and recycling outreach and education.

Background

For the past 24 years, the Spokane Regional Solid Waste System, a City department, has provided county-wide waste reduction and recycling outreach and education. This outreach and education is a required element of the County's Solid Waste Management Plan pursuant to RCW 70.95.

Because it is a required element, it is eligible for Coordinated Prevention Grant (CPG) funding from the Department of Ecology. The CPG is a 75% grant with a 25% local match requirement. The City, as the Spokane Regional Solid Waste System, has historically administered the CPG and provided the local match. On November 17, 2014 the County assumed responsibility for the Regional Solid Waste System. In addition, the CPG was transferred from the City to the County.

During the Regional Solid Waste System transition negotiations with the County, it was determined that maintaining a comprehensive, consistent waste reduction and recycling outreach and education program was imperative to a successful transition. The City and County agreed to enter into this MOU whereby the City of Spokane's Recycling Education Coordinator would continue to provide regional waste reduction and recycling outreach and education. In essence, maintaining the very successful outreach and education programs that have been in place for two decades.

Impact

This MOU formalizes the duties of the City and County in respect to regional waste reduction and recycling outreach and education services. City residents and businesses will continue to receive the high level of outreach and education services and programs they have come accustomed to.

Action

Recommend approval of the MOU with Spokane County.

Funding

The County shall reimburse the City 87.5% of the total costs of the services, recognizing that these services will benefit all jurisdictions (including the City) participating in the Regional Solid Waste System.

City Clerk's No. 2015-0099

Spokane County No. \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and SPOKANE COUNTY, whose address is 1116 West Broadway Avenue, Spokane, Washington 99260, as "County", and collectively referred to, along with the City, as the "Parties."

WHEREAS, as manager of the Spokane Regional Solid Waste System, the City was awarded Grant No. G1400203 (Grant), by the Washington State Department of Ecology (Ecology) for the Coordinated Prevention Grant to provide partial funding for various eligible solid waste reduction education and outreach activities; and

WHEREAS, at the time of grant application, it was uncertain whether the City or County would be managing the System for the entire term of the grant; however, it was known that the grant-funded activities would continue throughout the two-year term of the grant; and

WHEREAS, the County will be assuming the responsibility for management of the Spokane County Regional Solid Waste System effective November 17, 2014; and, as a result, the County shall be responsible for providing education, public outreach, and waste reduction services as required under RCW 70.95.090; and

WHEREAS, Ecology, the City, and the County have agreed that the grant agreement with the City will be replaced with a grant agreement between Ecology and the County effective November 17, 2014; and

WHEREAS, the County intends to submit the grant application to Ecology for continued Coordinated Prevention Grant funding for the two-year period beginning July 1, 2015 and ending June 30, 2017; and

WHEREAS, the City is agreeable to providing certain services to the County associated with the education, public outreach, and waste reduction programs for the Spokane County Regional Solid Waste System, as listed on Attachment A hereto; and

WHEREAS, the Parties desire to execute a Memorandum of Understanding (MOU) that clarifies the responsibilities of the Parties and the points of agreement relative to the City's provision of certain services and the County's payment therefore,

NOW, THEREFORE:

The Parties agree as follows:

1. PURPOSE.

The purpose of this MOU is to formalize the arrangement between the Parties for utilization of the Coordinated Prevention Grant (Grant No. G1400203) Attachment A, which was awarded to the City, as the former manager of the Spokane Regional Solid Waste System (System). Since award of the Grant, the County has assumed the responsibility for management of the System, effective November 17, 2014.

2. RESPONSIBILITIES.

A. The County shall:

- 1) Coordinate with the City to develop and establish budget estimates and timeframes for the specific services listed in Attachment B hereto.
- 2) Provide written direction to the City to proceed with the specific services within the agreed budgets and timeframes.
- 3) Review quarterly billings and documentation from the City for the specific services requested and provided, and timely notify the City of any additional information needed to facilitate the submittal of reimbursement requests to Ecology.
- 4) Submit reimbursement requests to Ecology on a quarterly basis for grant-eligible City costs pertaining to the requested services. Submit the required financial and programmatic reports in the format specified in Attachment C - Ecology Form C2, Attachment D and Attachment E - Ecology Forms E and H to the Department of Ecology for approval.
- 5) Reimburse the City for 87.5% of the costs of the requested services within 30-days of the reimbursement from Ecology, using a combination of grant funds, Spokane County Regional Solid Waste System revenues, and other



funding.

B. The City shall:

- 1) Provide budget estimates and schedules for services requested by the County.
- 2) Proceed with specific services requested by the County upon written notice from the County to proceed with those services.
- 3) Notify the County in the event of any anticipated budget exceedance for the requested services.
- 4) In order to facilitate the County's submission of eligible costs to Ecology for reimbursement, as well as in support of reporting the outcomes of the task(s) performed, the City will provide the County with the proper progress reports, expense forms, and backup documentation in the format provided in: Attachment C - Ecology Form C2; Attachment D; and Attachment E - Ecology Forms E and H. The required reports shall be submitted quarterly, along with the request for reimbursement in the electronic Ecology format provided.

Any additional supporting documentation – including copies of invoices, purchase receipts, payroll reports, a brief summary of the task(s) performed, ads or handouts – shall be submitted in PDF format.

All time and attendance documentation must be completed on Ecology Forms E and H, signed in blue ink and original hard copies submitted to the County. In conjunction with each request for reimbursement, the City certifies that the services do not duplicate any services to be charged against any other grant, subgrant, or other funding source.

- 5) The City shall submit reimbursement requests and progress reports to:

Bill Wedlake, Solid Waste Manager  
Spokane County Division of Utilities  
1026 W. Broadway Avenue, 4<sup>th</sup> Floor  
Spokane, WA. 99260

3. COMPENSATION.

The City shall submit invoices quarterly to the County by January 10<sup>th</sup>, April 10<sup>th</sup>, July 10<sup>th</sup>, and October 10<sup>th</sup>. The County shall reimburse the City 87.5% of the total costs of the services, recognizing that these services will benefit all jurisdictions (including the City) participating in the Regional Solid Waste System. The County shall make such payments to the City within 30 days of the County's receipt of reimbursements from Ecology.

The resulting distribution of costs and funding sources is therefore as follows:

<b>Funding Source for Services</b>	<b>Portion</b>
Department of Ecology, state grant funds	75%
City of Spokane, Solid Waste Disposal Department	12.5%
Spokane County, Solid Waste System Gate Fees	12.5%

Payments to the City over the term of this MOU shall not exceed \$200,000.00, unless an increase in the total of payments is mutually agreed by the Parties in writing.

4. TERM.

The term of this MOU shall be November 17, 2014 to November 16, 2015. The Parties may extend the term of the MOU by mutual agreement.

5. 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 MOU 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.

6. ANTI-KICKBACK.

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

7. NOTICES.

Any notice(s) under this MOU shall be in writing and either personally served or sent by certified mail, return receipt required, to the following persons:

City: Mayor  
City of Spokane  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201-3317

With a copy to:  
Spokane City Attorney's Office  
808 West Spokane Falls Boulevard, 5<sup>th</sup> Floor  
Spokane, Washington 99201-3317

County: Spokane County Commissioners  
Spokane County  
1116 West Broadway Avenue  
Spokane, Washington 99260

8. WAIVER.

Failure by the City or County to enforce every term and condition of this MOU shall not be considered a waiver of any portion of this MOU; and the Parties reserve the right to enforce every provision to the fullest extent at any time.

9. AMENDMENTS.

This MOU may be amended or modified at any time by mutual written agreement of the Parties. Any amendment or modification shall be in writing and signed by the Parties with the same formalities as this document.

10. SEVERABILITY.

If any portion of this MOU should become invalid or unenforceable, the remainder of the document shall remain in full force and effect.

11. RCW 39.34 REQUIRED CLAUSES.

- A. Purposes: See Section No. 1 above.
- B. Duration: See Section No. 4 above.
- C. Organization of Separate Legal Entity: This MOU does not create, nor seek to create, a separate legal entity pursuant to RCW 39.34.030.
- D. Responsibilities of the Parties: See provisions above.
- E. MOU to be Filed: The CITY shall file this MOU with its City Clerk. The COUNTY shall file this MOU with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. Financing: Each Party shall be responsible for the financing of its contractual obligations under its normal budgetary process.
- G. Termination: This MOU can be terminated in accordance with Section 4 above.
- H. Property Upon Termination: All property acquired during the term of this MOU will remain the property of the entity whom was responsible for

payment. In the case of mutual contribution towards property purchase, one (1) entity may buy out the other contributing entity at current fair market value of the property.

Dated on \_\_\_\_\_

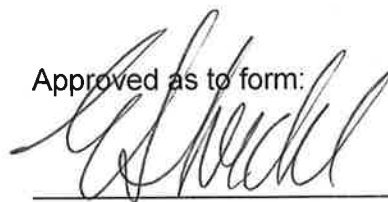
CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:



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

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

Dated on \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF  
SPOKANE COUNTY, WASHINGTON

\_\_\_\_\_  
Al French, Chair

ATTEST:

\_\_\_\_\_  
Todd Mielke, Vice-Chair

\_\_\_\_\_  
Daniela Erickson  
Clerk of the Board

\_\_\_\_\_  
Shelly O'Quinn, Commissioner

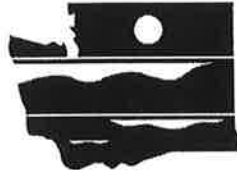
Approved as to form:

\_\_\_\_\_  
Prosecuting Attorney

**Attachment A  
Coordinated Prevention Grant Agreement  
Grant No. G1400203**

*OPR 2013-0761*

RECEIVED  
12.23.13  
R CITY CLERK'S OFFICE  
SPOKANE, WA



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

Dr. \_\_\_\_\_  
Ec. \_\_\_\_\_

**COORDINATED PREVENTION GRANT AGREEMENT**

**BETWEEN THE**

**STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF SPOKANE**

**Grant No. G1400203**

Washington State Department of Ecology  
Grant No. G1400203  
City of Spokane  
Page 2 of 27

This is a binding agreement entered into by and between the state of Washington Department of Ecology, hereinafter referred to as ECOLOGY or DEPARTMENT, and City of Spokane, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

**JURISDICTION:** City of Spokane:  
**MAILING ADDRESS:** 808 W. Spokane Falls Blvd., Suite 606  
**CITY, STATE, ZIP:** Spokane, WA 99201-3333

**RECIPIENT GRANT COORDINATOR:** Suzanne Tresko  
**TELEPHONE:** 509-625-6529  
**E-MAIL:** [stresko@spokanecity.org](mailto:stresko@spokanecity.org)

**RECIPIENT BILLING/INVOICE COORDINATOR:** Crystal Marchand  
**TELEPHONE:** 509-625-6547  
**E-MAIL:** [cmarchand@spokanecity.org](mailto:cmarchand@spokanecity.org)

**ECOLOGY GRANT OFFICER:** Laurie Dahmen  
**TELEPHONE:** 509-329-3432  
**E-MAIL:** [laurie.dahmen@ecy.wa.gov](mailto:laurie.dahmen@ecy.wa.gov)

**FUNDING SOURCE:** Local Toxics Control Account  
**MAXIMUM ELIGIBLE COST:** \$ 1,871,145.33  
**STATE GRANT SHARE:** \$ 1,403,359.00  
**LOCAL SHARE:** \$ 467,786.33  
**STATE MAXIMUM GRANT PERCENT:** 75 %  
**FEDERAL TAX IDENTIFICATION NO.:** 91-6001280

**EFFECTIVE DATE OF THE AGREEMENT:** 07-01-2013  
**EXPIRATION DATE OF THE AGREEMENT:** 06-30-2015

**PART 1: SCOPE OF WORK**

The task(s) set forth below summarize the RECIPIENT's activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. The RECIPIENT must complete all deliverables by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in the scope of work or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse and "element" as used on payment request forms.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that ECOLOGY can reimburse at a rate of 75 percent under this grant.

The RECIPIENT shall identify the work plan and activities by "Quarter." A quarter is defined by calendar year and begins with the first three months of the grant period. The RECIPIENT may negotiate changes to the work plan with the ECOLOGY grant officer. ECOLOGY shall document mutually agreed changes to the plan in writing.

**CATEGORY: Planning**

1. **TASK TITLE:** Spokane County Comprehensive Solid Waste Management Plan Update  
Task Coordinator – Suzanne Tresko, 509-625-6529, [stresko@spokanecity.org](mailto:stresko@spokanecity.org)  
**Maximum Eligible Task Cost:** \$ 250,000.00

**Task Description:** The RECIPIENT will contract with a consultant to assist Spokane Regional Solid Waste System (SRSWS) staff in reviewing and updating the 2009 Spokane County Comprehensive Solid Waste Management Plan Update (2009 Plan). The task will follow solid waste plan review and update requirements from the most recent Ecology publication for Guidelines for Development of Local Comprehensive Solid Waste Management Plans and Plan Revisions.

The following activities and associated costs are identified for reimbursement under this agreement:

- City of Spokane and Spokane County staff wages, benefits and overhead
- Contractor work performed under this task

**Target Audience:** Spokane County local governments, residents, and businesses.

**Goal Statement:** Maintain compliance with 70.95 RCW requirements.

**Outcome Statement:** This task will provide a comprehensive solid waste management plan update that will serve as a responsible road map for Spokane County solid waste reduction, reuse, and recycling programs, and identify necessary operations and facility needs.

**Estimated outcomes produced with available budget:** One current solid waste management plan.



**Work Plan, Deliverables and Timeline:**

<b>GRANT- YEAR 1</b>		<b>GRANT- YEAR 2</b>	
<b>Jul- Sep</b>	Initiate consultant selection process.	<b>Jul- Sep</b>	Same as Oct - Dec GRANT - YEAR 1
<b>Oct- Dec</b>	Contract consultant will develop timeline of solid waste plan deliverables.	<b>Oct- Dec</b>	Same as Oct - Dec GRANT - YEAR 1
<b>Jan-Mar</b>	Same as Oct - Dec GRANT - YEAR 1	<b>Jan-Mar</b>	No activity.
<b>Apr-Jun</b>	Same as Oct - Dec GRANT - YEAR 1	<b>Apr-Jun</b>	No activity.

**Method of Evaluation:** The consultant's timeline of solid waste plan deliverables will be used to evaluate task completion.

**CATEGORY: Moderate Risk Waste**

2. **TASK TITLE:** Moderate Risk Waste Collection and Disposal  
**Task Coordinator –** Suzanne Tresko, 509-625-6529, [stresko@spokanecity.org](mailto:stresko@spokanecity.org)  
**Maximum Eligible Task Cost:** \$ 692,145.33

**Task Description:** The RECIPIENT will provide ongoing hazardous waste education on disposal options to residents and small businesses. The RECIPIENT will provide ongoing disposal for household hazardous waste (HHW) and will help coordinate collection of other moderate risk waste (MRW). The RECIPIENT employees and neighboring community staff will continue to be trained for proper handling of hazardous materials. Community education will be achieved through one-on-one outreach at the SRSWS facilities, educational materials and technical assistance.

SRSWS operates three (3) fixed HHW facilities:

- Waste to Energy facility
- North County Transfer Station
- Valley Transfer Station

The facilities are open seven (7) days a week (except City holidays) from 7:30 a.m. to 5:00 p.m., and offer residents a convenient disposal option for household hazardous materials. Trained staff screens the materials, then sort for recycling or disposal through contractors, or set out appropriate items for reuse. This task also includes refrigerant removal from discarded appliances by trained SRSWS staff.

Businesses that are small quantity generators (SQG's) of hazardous waste receive technical assistance from trained SRSWS staff. Businesses may choose to meet with a hazardous waste contractor at the Valley Transfer Station for proper disposal by working directly with the contractor. The RECIPIENT only acts as the host for these business transactions; no MRW or money is exchanged between the RECIPIENT and the business.

*Note: The Coordinated Prevention Grant Program does not pay for the disposal costs for Small Quantity Generators. Additionally, this grant does not cover those costs already covered under the E-Cycle Washington program.*

*Furthermore, expenses relating to the collection and recycling of mercury containing lights shall be eligible for CPG reimbursement until such time that the Mercury Light Recycling program is fully implemented or the grant agreement expires, whichever is the earliest date. Consult your grant officer for more information.*

Hazardous materials training for RECIPIENT (SRSWS)/government staff includes the HAZWOPER 24 hour courses and 8 hour refreshers, planning and participation in MRW related conferences/courses and refrigerant recovery certification training and testing.

Community education includes collaboration with organizations and stakeholders, such as the Spokane Aquifer Joint Board and Spokane EnviroStars promoting the proper management and disposal of MRW to protect the Spokane River and Spokane-Rathdrum Prairie aquifer, and others with like missions. Education methods include daily interactions with the public by staff and distribution of printed materials.

The following activities and associated costs are identified for reimbursement under this agreement activity:

- **Staff**
  - Wages and benefits
  - Maintaining and operating HHW facilities
  - Training and memberships associated with HHW and MRW activities
  - Collection events
  - Education and outreach, including support for other collaborating stakeholders and agencies, i.e. Spokane Aquifer Joint Board, EnviroStars and others
  - Assisting the public and SQG's
- **Contractor work covered under this task**
- **Purchases**
  - Various methods of media advertising for events, education and announcements
  - Educational material costs
  - Collection event supplies
  - Transportation costs

**Target Audience:** City of Spokane employees, neighboring county MRW staff, Spokane County residents and commercial MRW generators.

**Goal Statement:** The goal of this task is to reduce the toxicity of Spokane County's municipal solid waste stream by toxics reduction education, diversion and proper disposal of hazardous chemicals from households and small quantity generators.

**Outcome Statement:** The RECIPIENT will continue to reuse, recycle, and properly dispose of HHW brought into the HHW facilities from residents in Spokane County. The RECIPIENT will continue to consult and facilitate proper handling of SQG hazardous waste and other commercial moderate risk and hazardous waste in Spokane County. The RECIPIENT will continue to provide training for HHW and MRW programs to local and surrounding jurisdictions.

The outcomes are based on the proposed grant contract budget which covers a portion of the actual costs.

*Note: Anticipated costs for MRW staff, training, materials processing, and public education for the 24- month grant period are \$1,600,000.*

**Estimated outcomes produced with available budget:**

**MRW Diversion:** 425 tons    **Recycling/Reuse:** 260 tons    **Organics Diversion:** -0-  
**Residential Contacts:** 675    **Residential Participants:** 600  
**Business Contacts:** 100    **Business Participants:** -0-  
**Other Outcomes:** Employee education and training: 15 staff  
Education and training surrounding jurisdictions: 15 staff

**Work Plan, Deliverables and Timeline:**

<b>GRANT- YEAR 1</b>		<b>GRANT- YEAR 2</b>	
<b>Jul- Sep</b>	SRSWS will operate three (3) HHW facilities; facilitate proper SQG collection; train MRW management procedures as an effective and efficient means of collecting and reusing, recycling or properly disposing MRW in Spokane County.	<b>Jul- Sep</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1

**Method of Evaluation:** The RECIPIENT will track the number of households participating at the HHW drop off facilities, the tonnage or gallons of HHW diverted based on contractor records, and estimate the number of households and businesses contacted with outreach messages.

**CATEGORY: Waste Reduction and Recycling**

3. **TASK TITLE:** Cheney Recycling Facility  
**Task Coordinator –** Suzanne Tresko, 509-625-6529, [stresko@spokanecity.org](mailto:stresko@spokanecity.org)  
**Maximum Eligible Task Cost:** \$ 40,000.00

**Task Description:** The City of Cheney will fund a portion of the outreach, operational costs and salary and benefits for the Recycling/Solid Waste Operator position associated with the Cheney Recycling Facility through this agreement.

The Cheney Recycling Facility collects the following materials: glass, newsprint (newspaper, magazines, phone books), plastic (PET & HDPE), aluminum, tin, cardboard (corrugated), ledger paper, motor oil, and batteries (automobile, and household). Each material is handled as follows and hauled away by a private recycling contractor:

- Roll-off truck compatible containers up to 40-cubic yard capacities are strategically positioned on the grounds of the recycling facility to collect glass, newsprint, and plastics and then are baled.
- Cardboard is collected inside the facility where it is compacted and stored in a 40-yard roll-off truck compatible container.
- Aluminum, tin, and ledger paper are collected in tote boxes and baled.
- Batteries are collected in 20-gallon buckets and on pallets.
- Motor oil is disposed of in a 500-gallon tank located inside the facility and emptied by a contractor (currently Emerald Recycling).
- Clean Green organics (excluding food scraps) are collected in 40-cubic yard containers. Clean green waste, wood chips (hog Fuel), waste water and the City of Cheney's Wastewater Division biosolids are combined and composted to produce Ecogreen, a class A compost.

The City of Cheney expects to use an existing contract and reimburse the contractor for performing work under this task. The City of Cheney expects to enter into a new contract and reimburse the contractor for performing work under this task.

The following activities and associated costs are identified for reimbursement under this agreement activity:

- **Staff**
  - Wages and benefits
  - Maintaining and operating the recycling facility
  - Yard waste collection operations
  - Training and memberships associated with recycling activities
  - Education and outreach

- **Contractor work performed under this task**
- **Purchases**
  - Facility repairs and replacement materials
  - Educational material costs, informational brochures, advertising, and informational displays
  - Transportation costs

**Target Audience:** Residents of the City of Cheney.

**Goal Statement:** To provide an effective and efficient means for collecting and processing recyclable materials and organics in the community through the operation of the city-owned recycling and organic collection facility.

**Outcome Statement:** The Cheney Recycling Facility will collect recyclables and organic material and continue to improve material handling and employee safety.

Cheney expects to collect and recycle at least 1200 tons of recyclables during the 24-month grant period, and provide assistance to approximately 68 residential customer/contacts per day equating to 17,000 residential participants over the grant period.

The outcomes are based on the proposed grant contract budget which covers a portion of actual costs.

*Note: Anticipated costs to operate the City of Cheney's Recycling Facility for the 24-month grant period are \$243,570.*

**Estimated outcomes produced with available budget:**

**MRW Diversion:** -0-      **Recycling/Reuse:** 144 tons      **Organics Diversion:** 2,200  
**Residential Contacts:** 4,257      **Residential Participants:** 425  
**Business Contacts:** 97      **Business Participants:** 96  
**Other Outcomes:** none

**Work Plan, Deliverables and Timeline:**

<b>GRANT- YEAR 1</b>		<b>GRANT- YEAR 2</b>	
<b>Jul- Sep</b>	The Cheney Recycling/Solid Waste Operator operates the Cheney Recycling Facility as an effective and efficient means of collecting, processing and marketing recyclable materials in the community.	<b>Jul- Sep</b>	Same as Jul - Sep GRANT - YEAR 1

<b>Oct-Dec</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Oct-Dec</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1

**Method of Evaluation:** The Cheney Recycling Facility will track and report the tons of recyclable materials collected on a monthly basis. The facility will conduct random head counts of residential and business participants, and develop estimates of quarterly participants utilizing the facility.

**CATEGORY: Waste Reduction and Recycling**

4. **TASK TITLE:** Medical Lake Recycling Facility  
**Task Coordinator –** Suzanne Tresko, 509-625-6529, [stresko@spokanecity.org](mailto:stresko@spokanecity.org)  
**Maximum Eligible Task Cost:** \$ 19,000.00

**Task Description:** The City of Medical Lake will fund a portion of the outreach, operational costs and salary and benefits for the Recycling/Solid Waste Operator position associated with the Medical Lake Recycling Facility through this agreement.

The Medical Lake Recycling Facility collects the following materials: glass, newsprint (newspaper, magazines, phone books), plastic (PET & HDPE), aluminum, tin, cardboard (corrugated), ledger paper, motor oil, and batteries (automobile, and household). Each material is handled as follows and hauled away by a private recycling contractor:

- Containers are located in the recycling facility to collect glass, paper, cardboard, plastics, aluminum and tin which are baled for contractor pick-up
- Batteries are collected in 5-gallon buckets and on pallets
- Motor oil is disposed of in a 500-gallon tank located inside the facility
- Clean Green organics (excluding food scraps) are collected in 40-cubic yard containers and delivered to SRSWS for composting

The City of Medical Lake expects to use an existing contract and reimburse the contractor for performing work under this task. The City of Medical Lake expects to enter into a new contract and reimburse the contractor for performing work under this task.

The following activities and associated costs are identified for reimbursement under this agreement activity:

- **Staff**
  - Wages and benefits
  - Maintaining and operating the recycling facility

- Yard waste collection operations
- Training and memberships associated with recycling activities
- Education and outreach

• **Contractor work performed under this task**

• **Purchases**

- Facility repairs and replacement materials
- Educational material costs, informational brochures, advertising, and informational displays
- Transportation costs
- Yard waste processing costs

**Target Audience:** Residents of the City of Medical Lake.

**Goal Statement:** To provide an effective and efficient means for collection and processing of recyclable materials and organics in the community through the operation of the city-owned recycling facility.

**Outcome Statement:** The Medical Lake Recycling Facility will collect recyclables and organic material for the yard waste collection facility and continue to improve material handling and employee safety.

The outcomes are based on the proposed grant contract budget which covers a portion of actual costs.

*Note: Anticipated costs to operate the City of Medical Lake's Recycling Facility for the 24-month grant period are \$120,000.*

**Estimated outcomes produced with available budget:**

**MRW Diversion:** 3 tons      **Recycling/Reuse:** 85 tons      **Organics Diversion:** 150 tons

**Residential Contacts:** 600      **Residential Participants:** 470

**Business Contacts:** 1      **Business Participants:** 3

**Other Outcomes:** none

**Work Plan, Deliverables and Timeline:**

<b>GRANT- YEAR 1</b>		<b>GRANT- YEAR 2</b>	
<b>Jul- Sep</b>	The Medical Lake Recycling Facility operates an effective and efficient means of collecting, processing and marketing recyclable materials in the community.	<b>Jul- Sep</b>	Same as Jul - Sep GRANT - YEAR 1

<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1

**Method of Evaluation:** The Medical Lake Recycling Facility will report the tons of recyclable and organic materials collected on a monthly basis. The facility will conduct random counts of residential and business participants, and develop estimates of quarterly participants utilizing the facility.

**CATEGORY: Waste Reduction and Recycling**

5. **TASK TITLE:** SRSWS Education and Outreach  
**Task Coordinator –** Suzanne Tresko, 509-625-6529, [stresko@spokanecity.org](mailto:stresko@spokanecity.org)  
**Maximum Eligible Task Cost:** \$ 825,000.00

**Task Description:** The RECIPIENT will fund a portion of the costs associated with SRSWS waste reduction and recycling outreach and education programs.

The RECIPIENT expects to use an existing contract and reimburse the contractor for performing work under this task and expects to enter into a new contract and reimburse the contractor for performing work under this task.

SRSWS provides ongoing waste reduction and recycling (WRR) education and outreach throughout Spokane County. The following activities and associated costs are identified for reimbursement under this agreement activity:

- **Staff**
  - Wages and benefits
  - Training and memberships associated with recycling activities
  - Travel expenses
  - Respond to more than 18,000 calls from the SRSWS Information Line regarding waste reduction, reuse, recycling and proper hazardous waste handling and solid waste disposal
  - Conduct 300 WRR tours at the Waste to Energy Facility for at least 1,500 students and 450 adults from throughout the nation
- **Contractor work performed under this task**
  - Waste Reduction Assessment Program (WRAP)
  - Contact over 1,500 businesses and conduct approximately 200 waste assessments, reducing or recycling 13,500 tons of waste



- **Print and electronic media**
  - Produce and distribute 160,000 copies of One Man's Trash
  - Place 100 WRR outreach ads in regional media
  - Develop, update, and convert for electronic distribution 10 brochures and other educational media regarding WRR and proper disposal
- **School programs**
  - School programs, teacher training, classroom presentations
  - Develop Enviro Kids page for publication in 30,000 Kids News 10 times during the school year for distribution to elementary students
  - Distribute Enviro Kids newsletter to 300 children and families four (4) times per year
  - Distribute Recycling Rap newsletters to 4,000 elementary school teachers and staff two (2) times per year to assist educators with environmental education integration
  - 150 students will attend the Spokane Youth Environmental Conference
  - Produce 3,000 America Recycles Day (ARD) calendars with artwork from more than 600 students from 25 schools throughout Spokane County
- **Presentations and events**
  - Provide 30 WRR presentations through public events, shows and exhibits, and conference presentations for at least 3,200 citizens, plus an uncounted number through broadcasts; facilitate public event recycling at 11 major events (20 or more containers), 15 large events (11-19 containers) and 70 smaller events (10 containers or less)
- **Event resources**
  - Administer event recycling lending library
  - Distribute Public Event Recycling resource kits for event managers
  - Public and trade shows displays, SRSWS recycling centers signage, display, and brochures, and any other available outreach media
- **SRSWS collaborates with and provides financial and staff support for numerous organizations such as the following:**
  - Cascadia Green Building Council
  - Enviro Kids
  - Environmental Education Association of Washington
  - Lilac Bloomsday Association
  - Northwest EcoBuilding Guild
  - Solid Waste Association of North America
  - Spokane EnviroStars
  - Spokane Hoopfest Association
  - Sustainable Resources Inland Northwest
  - The Recycling Foundation
  - Washington Green Schools
  - Washington State Recycling Association
  - Youth Environmental Conference

• **Purchases**

- Education and outreach materials
- 50 public event recycling containers and associated equipment
- 750 office and classroom recycling bins

**Target Audience:** Residents, schools, institutions, agencies, and businesses within Spokane County.

**Goal Statement:** The goal of this task is to ensure Spokane County residents, schools, institutions, agencies and businesses are aware and knowledgeable about resource management issues and take action by participating in sustainable waste reduction, recycling, and proper disposal activities.

**Outcome Statement:** Over the 24-month grant period, the RECIPIENT expects to promote waste reduction, reuse and recycling through example, advertising, promotions, presentations, activities, and newsletters.

The outcomes are based on the proposed grant budget which covers a portion of actual costs.

*Note: Anticipated costs for this tasks activities for the 24-month grant period are \$1,500,000.*

**Estimated outcomes produced with available budget:**

**MRW Diversion:** -0-      **Recycling/Reuse:** -0-      **Organics Diversion:** -0-  
**Residential Contacts:** 363,820      **Residential Participants:** 27,300  
**Business Contacts:** 1,125      **Business Participants:** 150  
**Other Outcomes:** none

**Work Plan, Deliverables and Timeline:**

<b>GRANT- YEAR 1</b>		<b>GRANT- YEAR 2</b>	
<b>Jul- Sep</b>	SRSWS will dedicate five staff (three full time and two part time) and one full time contractor to implement the scope of work.	<b>Jul- Sep</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1

**Method of Evaluation:** Where hard data is available, SRSWS will track the number and type of outreach materials, contacts, and participants at presentations and events. Where hard numbers are not available, reasonable estimates will be prepared.

**CATEGORY: Organics**

6. **TASK TITLE:** Organics Education and Outreach  
**Task Coordinator –** Suzanne Tresko, 509-625-6529, [stresko@spokanecity.org](mailto:stresko@spokanecity.org)  
**Maximum Eligible Task Cost:** \$ 45,000.00

**Task Description:** The RECIPIENT will fund a portion of the education, outreach, promotion and salary and benefits for waste reduction and recycling of organics through this agreement.

The RECIPIENT expects to use an existing contract and reimburse the contractor for performing work under this task and expects to enter into a new contract and reimburse the contractor for performing work under this task.

The following activities and associated costs are identified for reimbursement under this agreement activity:

- **Staff**
  - Training, memberships and organizations associated with organic recycling activities
  - Staff participation in numerous organizations, such as:
    - Youth Environmental Conference
    - Washington Association of Green Schools
    - Environmental Education Association of Washington
    - Washington State Recycling Association
  - Travel expenses
  - Conduct at least 8 home composting presentations through the Master Composter/Recycler Program
  - Train 60 Master Composter volunteers, who will provide 1600 volunteer hours
  - Provide 15 presentations through public events, shows and exhibits, and conference presentations for at least 1,000 citizens, plus an uncounted number through broadcasts
  - Education and outreach:
    - Print and electronic media
    - Master Composters/Recyclers program
    - School programs, teacher training, classroom presentations
    - public presentations and interviews
    - public and trade shows displays
    - other available outreach media
- **The Green Zone**
  - Participate in four (4) activities at The Green Zone and provide materials and equipment necessary to maintain the Green Zone.

- o Maintain Home Composting Demonstration Area as part of the Master Composter/Recycler program

- **Contractor work performed under this task**

- **Purchases**

- o At least 900 home compost bins
- o Informational and promotional materials, displays, electronic media, and equipment

**Target Audience:** Residents, schools, institutions, agencies, and businesses within Spokane County.

**Goal Statement:** The goal of this project is to ensure Spokane County residents, schools, institutions, agencies and businesses are aware and knowledgeable of reducing and recycling organics, including food scraps and food-soiled paper.

**Outcome Statement:** The RECIPIENT provides ongoing organics reduction and recycling education and outreach throughout Spokane County.

The outcomes are based on the proposed grant budget which covers a portion of actual costs.

*Note: Anticipated costs for this tasks activities for the 24-month grant period are \$260,000. Spokane County diverts an estimated 45,000 -- 50,000 tons of organics per year.*

**Estimated outcomes produced with available budget:**

**MRW Diversion:** -0-      **Recycling/Reuse:** -0-      **Organics Diversion:** 1875

**Residential Contacts:** 5,500      **Residential Participants:** 2,600

**Business Contacts:** -0-      **Business Participants:** -0-

**Other Outcomes:** none

**Work Plan, Deliverables and Timeline:**

GRANT- YEAR 1		GRANT- YEAR 2	
<b>Jul- Sep</b>	Develop and distribute organics waste reduction and recycling information through volunteer training, public presentations, print and electronic outreach, display materials and community event participation.	<b>Jul- Sep</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Oct- Dec</b>	Same as Jul - Sep GRANT - YEAR 1
<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Jan-Mar</b>	Same as Jul - Sep GRANT - YEAR 1

<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1	<b>Apr-Jun</b>	Same as Jul - Sep GRANT - YEAR 1
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**Method of Evaluation:** Where hard data is available, the RECIPIENT will track the number and type of outreach materials, contacts, and participants at presentations and events. Where hard numbers are not available, reasonable estimates will be prepared.

**PART 2: BUDGET**

Budget Information by CATEGORY/TASK	Maximum Eligible Cost	State Grant Share
<b>CATEGORY: Planning</b>	<b>\$ 250,000.00</b>	<b>\$ 187,500.00</b>
1. Spokane County Comprehensive Solid Waste Management Plan Update	\$ 250,000.00	\$ 187,500.00
<b>CATEGORY: Moderate Risk Waste</b>	<b>\$ 692,145.33</b>	<b>\$ 519,109.00</b>
2. Moderate Risk Waste Collection and Disposal	\$ 692,145.33	\$ 519,109.00
<b>CATEGORY: Waste Reduction and Recycling</b>	<b>\$ 884,000.00</b>	<b>\$ 663,000.00</b>
3. Cheney Recycling Facility	\$ 40,000.00	\$ 30,000.00
4. Medical Lake Recycling Facility	\$ 19,000.00	\$ 14,250.00
5. SRSWS Education and Outreach	\$ 825,000.00	\$ 618,750.00
<b>CATEGORY: Organics</b>	<b>\$ 45,000.00</b>	<b>\$ 33,750.00</b>
6. Organics Education and Outreach	\$ 45,000.00	\$ 33,750.00
<b>TOTAL GRANT BUDGET</b>		
TOTAL MAXIMUM ELIGIBLE COST		<b>\$ 1,871,145.33</b>
STATE GRANT SHARE (75%)		<b>\$ 1,403,359.00</b>
LOCAL CASH MATCH (25%)		<b>\$ 467,786.33</b>
INTERLOCAL COSTS (0 %)		<b>\$ - 0 -</b>

**PART 3: BUDGET CONDITIONS**

- A. ECOLOGY requires the RECIPIENT to provide a match of twenty five percent (25%) of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions the RECIPIENT may use as match.
- B. If parties are contributing to the local share of task costs (match) through interlocal-in kind contributions, the RECIPIENT shall negotiate a memorandum of understanding or other written agreement confirming the contribution between the parties. These agreements shall specify the exact work to be accomplished and be signed by all parties contributing to the local match of this task. Copies of these agreements shall be made part of the RECIPIENT's grant file and submitted to ECOLOGY.
- C. Overhead is eligible at a rate up to twenty five percent (25%) of staff salaries and benefits for actual time spent on tasks outlined in this agreement. Salaries and benefits to administer the grant agreement are eligible (excluding time spent to write a CPG grant application).
- D. RECIPIENT must submit a written request to ECOLOGY to amend budgets between grant tasks, to modify a scope of work, or for a budget increase or decrease. To increase or decrease the agreement's total maximum eligible cost or change the scope of work for any tasks as outlined in this grant agreement, ECOLOGY requires a formal amendment.
- E. RECIPIENT must provide ECOLOGY with an updated Spending Plan when requested by ECOLOGY.
- F. Any work performed or costs incurred prior to the effective date or after the expiration date of this agreement will be at the sole expense of the RECIPIENT.

**PART 4: SPECIAL TERMS AND CONDITIONS**

**A. BILLING**

- 1. Unless otherwise approved in writing by ECOLOGY, the RECIPIENT shall submit a payment request to ECOLOGY at least quarterly (by calendar year), but no more often than once per month.
- 2. RECIPIENT must submit payment requests on approved State Invoice Voucher forms: A19-1A, B1/B2, C1/C2. Until there is a change in agency policy, the recipient must submit an A19-1A with an original signature in blue ink, signed by an authorized person. The B2 and C2 forms are acceptable in electronic format. The RECIPIENT must also include all backup documentation to support costs itemized on Form C1/C2. The budget is organized by task and therefore, the RECIPIENT shall itemize costs by task on Form C1/C2 and Form B1/B2. Forms B1 and C1 are used only when interlocal costs are used towards the twenty five percent (25%) match.
- 3. Any income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as defined by ECOLOGY'S *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18.

4. RECIPIENT shall submit supporting documents with each payment request. This includes copies of invoices, purchase receipts, payroll records, time and attendance records, contract award documents, and any document deemed relevant by ECOLOGY to establish the approval of an expense listed on Form C1/C2. Documentation shall be clear and legible and organized by task in the order in which it is itemized on Form C1/C2.
5. RECIPIENT shall maintain grant related material and supporting documents including invoice vouchers sent to ECOLOGY in a common file. The RECIPIENT shall keep all supporting documents for audit purposes for at least three years from the date the agreement is closed by ECOLOGY.

**B. REPORTING**

1. Progress reports and Final Performance Analyses must be submitted through the web-based database, the Solid Waste Information Clearinghouse. The RECIPIENT must submit a progress report with each payment request. If a quarterly payment request is not submitted, the RECIPIENT is still required to submit a progress report for that quarter. These reports shall include information that supports incurred costs identified on the corresponding C1 or C2 of the payment request, and provide a brief update in support of the outcomes and or method of evaluation in the grant agreement.
  - a) A Final Performance Analysis (FPA) report must be submitted for each task in a *Planning and Implementation* grant before ECOLOGY can process a final payment request.

**C. COMPENSATION**

Payment to RECIPIENT will be issued through Washington State's Department of Enterprise Services (DES). DES maintains a central vendor file for Washington state agency use to process vendor payments. This allows vendors to receive payments from all participating state agencies. RECIPIENTS must register as a state-wide vendor (SWV) by submitting a state-wide vendor registration form and an IRS W-9 form [http://www.ofm.wa.gov/isd/vendors/payee\\_registration.doc](http://www.ofm.wa.gov/isd/vendors/payee_registration.doc) to DES. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 664-7779 or email to [payeehelpdesk@ofm.wa.gov](mailto:payeehelpdesk@ofm.wa.gov).

**D. TRAINING**

RECIPIENT is expected to participate in any ECOLOGY recommended trainings related to managing a CPG agreement when feasible unless exempted by ECOLOGY in writing.

**E. PROCUREMENT AND CONTRACTS**

1. RECIPIENT must follow local procurement procedures or current state procurement procedures, whichever is stricter. A RECIPIENT with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation" found in Part V of the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18.
2. Upon issuance, the RECIPIENT may submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY to be placed in the file.

3. Prior to contract execution, the RECIPIENT may submit all draft documents and a copy of the draft proposed contract to ECOLOGY for review. The RECIPIENT assumes any risks associated with the failure to consult with Ecology. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to the assigned Ecology officer to be placed in the file.
4. Unless a specific purchase of equipment or real property is already written into a task's scope of work, the RECIPIENT must submit a written request to ECOLOGY to purchase any equipment or real property (Property) with a single unit purchase price of \$5,000 or more. The request must include the justification for the purchase of the property, the total cost, the intended use, and the anticipated useful life of the property. The request must be approved in writing by ECOLOGY prior to the purchase.

**F. USE OF EXISTING CONTRACTS**

RECIPIENT may use existing contracts that conform to local adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if intending to use contracts entered into prior to the execution of the grant agreement for performance of grant-funded activities. The RECIPIENT shall submit a copy of the contract to its assigned ECOLOGY's officer to be placed in the file. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by ECOLOGY prior to cost reimbursement.

**G. PROPERTY AND EQUIPMENT MANAGEMENT AND DISPOSITION**

For equipment or property purchased with a cost of at least \$5,000 per unit or functional system, the RECIPIENT must utilize an inventory control system, including physical inventory to document the ongoing use, a description of the item (including serial or vehicle identification number (VIN when possible) and location. The information shall be submitted to ECOLOGY upon request until final disposition is made. The RECIPIENT shall investigate, document, and report to ECOLOGY any loss, theft or damage upon discovery of such conditions. The RECIPIENT will follow manufacturer recommended maintenance procedures to keep the property in good operating condition.

RECIPIENT shall submit a written request to ECOLOGY for any intent to change the use of the equipment as outlined in this grant agreement, including uses past the expiration date of this agreement. Disposition of the equipment shall be determined by ECOLOGY and documented in writing. A copy of the determination will be provided to the RECIPIENT upon ECOLOGY's closure of the grant agreement unless already identified in the task's scope of work.

- o If the equipment is necessary for the continued operation of the project or other projects administered through ECOLOGY. ECOLOGY may instruct the recipient to retain the equipment with no further compensation to ECOLOGY.
- o If the project has no further significant use for the equipment, ECOLOGY may instruct the recipient to retain or sell the equipment and pay ECOLOGY an amount equal to ECOLOGY's share of the current fair market value, sale proceeds or other price agreed upon by ECOLOGY.
- o ECOLOGY may instruct the recipient to transfer title to ECOLOGY or to a third party named by ECOLOGY who is eligible under existing statutes.



## **II. ALL WRITINGS CONTAINED HEREIN**

This agreement, including the appended "General Terms and Conditions," current cycle Program Guidelines – Coordinated Prevention Grants found at <https://fortress.wa.gov/ecy/publications/summarypages/1107008.html>, and ECOLOGY's *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18, contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement.

### **I. ARCHEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to the archeological or cultural resources. RECIPIENT shall immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this agreement. In the event that historical or cultural artifacts are discovered at the project site, the RECIPIENT shall also notify the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. Applicability of the National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact historic properties (such as invasive sampling, dredging, or cleanup actions).

### **J. ENVIRONMENTALLY PREFERRED PURCHASING**

In a joint effort to save costs, produce energy savings and prevent waste, the RECIPIENT agrees to use both sides of paper sheets for copying and printing when feasible. The RECIPIENT also agrees to purchase paper products with a high level of post consumer recycled content when they are comparable in quality, available, and cost effective.

IN WITNESS WHEREOF, the parties sign this Agreement:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CITY OF SPOKANE

*Laurie G. Davies* for business 11-20-13  
Laurie G. Davies Date  
Program Manager  
Waste 2 Resources Program

*David A. Condon* 11-04-13  
Signatory David A. Condon Date  
Mayor  
City of Spokane  
Printed Name and Title of Signatory

APPROVED AS TO FORM ONLY Assistant Attorney General

Approved as to form:

*[Signature]* Attest: *[Signature]*  
Assistant City Attorney Spokane City Clerk



## **APPENDIX A**

### **GENERAL TERMS AND CONDITIONS**

#### **Pertaining to Grant and Loan Agreements of the Department of Ecology**

##### **A. RECIPIENT PERFORMANCE**

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

##### **B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

##### **C. THIRD PARTY BENEFICIARY**

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

##### **D. CONTRACTING FOR SERVICES (BIDDING)**

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

##### **E. ASSIGNMENTS**

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

##### **F. COMPLIANCE WITH ALL LAWS**

1. RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. **Wages and Job Safety.** The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. **Industrial Insurance.** The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

#### **G. KICKBACKS**

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

#### **H. AUDITS AND INSPECTIONS**

1. RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.  
  
All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.  
  
Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.
2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT's response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

#### **I. PERFORMANCE REPORTING**

RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a

statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

#### **J. COMPENSATION**

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5 herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

#### **K. TERMINATION**

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

#### **L. WAIVER**

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

#### **M. PROPERTY RIGHTS**

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce,

publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

#### **N. SUSTAINABLE PRODUCTS**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see [www.ecy.wa.gov/sustainability](http://www.ecy.wa.gov/sustainability).

**O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT's property and the RECIPIENT's liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

**P. PROJECT APPROVAL**

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

**Q. DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

**R. CONFLICT OF INTEREST**

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or

association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

**S. INDEMNIFICATION**

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

**T. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Washington.

**U. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

**V. PRECEDENCE**

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.



**Attachment B**  
**Program Description of City WRR Education and Outreach Services Available to County**

Project Name	Short Description
Master Composter/Recycler Program	Program educates and trains up to 30 people on waste reduction through a six-week course on home composting and increased recycling. Graduates provide 40 hours of community outreach and education in exchange for training. They in turn educate citizens as to the importance of reducing waste through composting and recycling.
Public Event Outreach	Attendance at events ensures that Spokane County residents are aware of and knowledgeable about solid waste issues and take action by participating in sustainable waste reduction, recycling, and proper disposal activities. Provides opportunities to be visible to the public, address questions and concerns, and distribute informative materials at community events.
School Outreach Programs	Students, teachers and staff receive educational programs on waste reduction and recycling to better understand and implement in-school recycling/composting programs. Program includes in-class presentations and printed materials that enhance curriculum.
Public Outreach and Community Resource	Staff responds directly to requests for training, presentations, referral, and other means of public inquiry regarding waste reduction and recycling programs and services. Provide program development information to schools, businesses, institutions, and community groups.
America Recycles Day Activities	Activities encourage students, teachers, and by extension their families, have increased awareness and knowledge regarding waste reduction and recycling in Spokane County. Projects include "Spokane Recycles" art competition centered around national America Recycles Day (Nov. 15 <sup>th</sup> ), a County recycling proclamation, and a day of recycling activities at Mobius Children's Museum.
Environmental Education Coalition Programs	Community members/students receive an integrated environmental message from a partnership of agencies. This provides an economy of scale in working together on mutually beneficial programs that include: <ul style="list-style-type: none"> <li>• STEMposium--conference for county middle and high schools students</li> <li>• EnviroKids Club--environmental club for county students in grades 1-6</li> <li>• The Green Zone--manage a public compost demonstration area in partnership with the County Conservation District and WSU Extension</li> <li>• Washington Green Schools</li> <li>• Alternative to Burning programs with Spokane Regional Clean Air Agency</li> </ul>
Event Recycling Lending Library	Staff administers program that offers free tools that help event planners offer recycling programs at local events. Event Recycling provides collection receptacles, signage, supplies, and information necessary to put on environmentally friendly events and meet the Washington State Recycling Law. Per MOU with the City of Spokane, Lilac Bloomsday Association and Spokane Hoopfest work as partners in the success of this program
Business Waste Reduction Consultation	Staff administers a waste reduction outreach program that provides consultation services to businesses. Helping businesses identify opportunities to reduce, reuse, and recycle can result in significant savings in disposal costs.

## Attachment C

### Request for Reimbursement

<b>FORM C2: VOUCHER SUPPORT for PROJECTS with CASH EXPENDITURES ONLY</b>						
<b>Agreement No: G1400203    Recipient: Spokane County    Payment Request No:    Page: 1 of 1</b>						
(1) Element/Task No. 1 SWMP	(2) Payee	(3) Item	(4) Invoice Number	(5) Date Cost Incurred	(6) Warrant # (if any)	(7) Amount of Expenditure
1						
1						
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<b>ELEMENT TOTALS</b>					(8)	\$0.00

**\*\*Original Ecology forms in electronic format will be provided upon execution of Agreement\*\***

**\*\*Original electronic Ecology format required for requests for reimbursement\*\***

## Attachment D

CPG Progress Report  
Quarter Mo – Mo 20XX

CATEGORY: \_\_\_\_\_

1. TASK TITLE: \_\_\_\_\_

Maximum Eligible Task Cost: \$ \_\_\_\_\_

Task Description:

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The following activities and associated costs are identified for reimbursement under this agreement:

- City of Spokane and Spokane County staff wages and overhead.
- Supplies and expenses associated with this task.
- Contractor work performed under this task.

Target Audience: Spokane County local governments, residents, and businesses.

Goal Statement: Maintain compliance with 70.75 RCW requirements.

Outcome Statement:

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Work Plan, Deliverables and Timeline: \_\_\_\_\_

Method of Evaluation: \_\_\_\_\_

Monthly progress reports should describe grant eligible activities conducted by staff and consultants during the reporting month, including meetings, presentations, contacts, and participants. Describe specific milestones. Any problems should also be briefly stated. Descriptions can be in written or graphical form, but should be in sufficient detail so that the activities can easily be evaluated for reimbursement eligibility.

**\*\*Original Ecology forms in electronic format will be provided upon execution of Agreement\*\***

## Attachment E

### Time and Attendance Tracking

<b>DEPARTMENT OF ECOLOGY</b> <small>State of Washington</small>		<b>FORM E: MONTHLY TIME SHEET</b> <i>(To be completed by any individual, paid or volunteer, providing services to the project)</i>																																				
Agreement No: <u>G1400203</u>		Recipient: <u>City of Spokane</u>		Month: _____																																		
Name: _____		Employer: _____																																				
Activity (Task/Sub-task No.)	C-Cash [I-Interlocal] [K-Other In-Kind]	Daily Work Log																															Total Hours	Recipient Use				
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		Hourly Rate	Total Charge			
January																																						0.00
February																																						0.00
March																																					0.00	
April																																					0.00	
May																																					0.00	
June																																					0.00	
July																																					0.00	
Aug																																					0.00	
September																																					0.00	
October																																					0.00	
November																																					0.00	
December																																				0.00	0.00	
<b>INSTRUCTIONS TO INDIVIDUALS:</b> Using a separate line for each activity (whether project-related or not), list the activity and, if project-related, the task or sub-task number. Indicate if the services were Cash, Interlocal Costs, or In-kind contributions. Enter the hours devoted to that activity per day and total each line. Total hours should correspond to employee's work week.		<b>CERTIFICATION SIGNATURE:</b> I certify that I have devoted the time reported above in the performance of work as described relative to the above named project. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>           _____            Signature of Individual         </div> <div>           _____            Date         </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>           _____            Signature of Supervisor         </div> <div>           _____            Date         </div> </div>																																				
ECY D60-12 (5/10)		Ecology is an equal opportunity employer. To ask about the availability of this document in a format for the visually impaired, please call the Fiscal Office at (509) 407-7054. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.																																				

**\*\*Original Ecology forms in electronic format will be provided upon execution of Agreement\*\***

**\*\*Original Ecology format required, signed in blue ink and must be provided in conjunction with the request for reimbursement\*\***

**\*\*Form H must be completed in conjunction with Attachment D - Ecology Form E and submitted with Attachment C - Ecology Form C2\*\***

## FORM H: CONVERSION TO A COMPOSITE HOURLY BILLING RATE FOR AN EMPLOYEE

This schedule can be used for all salaried full-time employees. It was developed to provide a calculated cost of an employee and to include his/her benefits, vacation time, retirement benefits, sick leave benefits and any item paid by an employer for the return of services provided by an employee. \*\*If using this form to calculate a billing rate, make sure you don't double for salaries, etc., separately.

EMPLOYEE'S NAME \_\_\_\_\_ DATE \_\_\_\_\_  
FIGURED ON MONTHLY COST:

1. Enter the amount of monthly salary	1. _____	
2. Benefits: Social Security 7.65% x LINE 1 (wages) Employer's rate)	2. _____	
3. Benefit (worker's compensation) Class Code _____ Employer's Rate _____ % x 160 hours	3. _____	
4. Unemployment Insurance Rate _____ % x LINE 1 (wages)	4. _____	
5. Medical Benefits per month	5. _____	
6. Retirements per month	6. _____	
7. Pension Plan or Matching Plans	7. _____	
8. Other <u>life insurance</u>	8. _____	
9. TOTAL MONTHLY COSTS (add lines 1 through 8)		9. _____
10. LINE 9 x 12 months = TOTAL YEARLY COST		10. _____
11. Work hours in a year:		
<div style="display: flex; justify-content: space-between;"> <div> A. 52 weeks per year x 5 work days per week = 260 days  260 days x 8 hours per day = potential work hours per year </div> <div>A: _____ hours</div> </div>		
PAID DAYS OFF PER YEAR:		
Annual Leave: <u>8.02</u> hours per month x 12 months = <u>96</u> hours		
Sick Leave: <u>13</u> hours per month x 12 months = <u>156</u> hours		
Holidays: <u>12</u> days per year x 8 hours = <u>96</u> hours		
B. TOTAL HOURS OF ACCRUED LEAVE PER YEAR	B. _____ hours	
12. SUBTRACT LINE "B" from LINE "A" = YEARLY HOURS WORKED		12. _____
13. DIVIDE LINE 10 BY LINE 12 (total yearly cost ÷ yearly hours worked) = COMPOSITE HOURLY RATE	13. _____	

*Ecology is an Equal Opportunity and Affirmative Action Employer.*

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

02/23/2015

Date Rec'd

2/11/2015

Clerk's File #

OPR 2015-0100

Renews #Submitting Dept

COMMUNITY, HOUSING &amp; HUMAN

Contact Name/Phone

ROB CROW 625-6814

Contact E-Mail

RCROW@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

1680 - 2015 CAPITAL, HOUSING AND ECONOMIC DEVELOPMENT AWARDS

Cross Ref #Project #Bid #Requisition #Agenda Wording

Approve allocations for 2015 Coordinated Grant RFP - Capital, Housing and Economic Development (CHED).

Summary (Background)

City Council approved the recommendations for the first three funding sources in January 5th, 2015. The CHED recommendations were made by the Evaluation and Review sub-committee in December, 2014 and approved by the CHHS board at their January 7th board meeting.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

STAPLETON, JENNIFER

Study Session

2/2/2015 (PCED)

Division Director

MALLAHAN, JONATHAN

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

WHALEY, HUNT

For the Mayor

CODDINGTON, BRIAN

Additional ApprovalsPurchasing

PCED BRIEFING PAPER  
City of Spokane  
Community, Housing and Human Services  
February 2, 2015

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Subject

Approve allocations for 2015 Coordinated Grant RFP – CHED.

Background

This past fall, the CHHS department conducted a coordinated grant RFP process which combined the funding from the Human Services Grant (HSG), CDBG Public Services (CDBG-PS), Emergency Solutions Grant (ESG) and CDBG Capital, Housing, and Economic Development (CHED) sources. City Council approved the recommendations for the first three funding sources in January 5<sup>th</sup>, 2015. The CHED recommendations were made by the Evaluation and Review sub-committee in December, 2014 and approved by the CHHS board at their January 7<sup>th</sup> board meeting.

Impact

Awards totaling \$1,756,084\* will support Capital, Housing, and Economic Development (CHED) projects serving low-income households in our community. The attached list shows the projects and recommended amounts.

\*Note: the list does not show a \$50,000 increase in a 2014 CHED award recommended for Fulcrum that was approved by the CHHS board.

Action

The CHHS Board is seeking City Council approval of these recommendations so staff can begin to prepare contracts. The individual contracts will still require approval.

Funding

These awards are from a combination of the estimated 2015 CDBG Entitlement award and a reallocation of prior year unspent funds.

## 2015 Coordinated Grant RFP CDBG-CHED Recommendations

Organization Name	Proposal Title	Amt Req	CHED Recom. Amt
Catholic Charities Spokane	Capital Improvements in TH and PSH	\$ 243,278	\$ 243,278
Catholic Charities Spokane	Courtview Acquisition and Rehab	\$ 341,767	\$ 250,000
City of Spokane	Erie Street Paving - 1st Ave to MLK Jr Way	\$ 190,000	\$ 168,723
Pioneer Human Services	Pioneer Pathway House Building Improvements	\$ 139,871	\$ 109,150
SNAP Financial Access	Access Small Business Development	\$ 166,964	\$ 166,964
Spokane Housing Ventures	Triplexes: Green Gables	\$ 250,000	\$ 250,000
Spokane Neighborhood Action Partners (SNAP)	Essential Home Repair Program with TIP focus area	\$ 468,418	\$ 468,418
Transitional Programs for Women dba Transitions	Transitions Miryam's House capital CHED	\$ 23,135	\$ 23,135
Transitional Programs for Women dba Transitions	Transitions TLC CDBG CHED	\$ 26,416	\$ 26,416

Applications not recommended for funding			
5th and Washington Apartments LLC	Alpine Apartments	\$ 120,000	
Community Frameworks	North Calispel Impovement Project	\$ 113,565	
East Central Community Organization	Flooring	\$ 88,000	
East Central Community Organization	TIP Housing Renovation	\$ 436,648	
Global Neighborhood	Developing Leaders and Increasing Stability in Spokane's Refugee Community	\$ 107,700	
Lutheran Community Services Northwest	LCSNW Security for Client & Neighborhood Safety	\$ 12,958	
Northeast Community Center Association	NECC Facility Improvement and Upgrades	\$ 45,000	
Northeast Youth Center	Safety for Our Center	\$ 30,000	
Sinto Senior Activity Center	SSAC Property Acquisition and Parking Improvements	\$ 228,000	
Spokane Baptist Association Homes	Completing Rehab at Lilac Plaza	\$ 113,258	
SPOKANE C.O.P.S.	SPOKANE C.O.P.S.	\$ 35,374	
Spokane Valley Meals on Wheels dba Greater Spokane County Meals on Wheels	East Central Silver Cafe	\$ 122,000	
Tenants Union of Washington State	Tenant Education Program	\$ 55,300	
Women and Children Free Restuarant	Good Ground Capital Campaign	\$ 125,000	
Young Women's Christian Association of Spokane	YWCA of Spokane & Spokane Regional Domestic Violence Team Family Justice Center Build-out	\$ 100,000	
Total CDBG-CHED Funding:		\$ 3,582,652	\$ 1,706,084



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

02/23/2015

<u>Date Rec'd</u>	2/12/2015
<u>Clerk's File #</u>	OPR 2014-0731
<u>Renews #</u>	

Submitting Dept	ASSET MANAGEMENT	Cross Ref #	C-35173
Contact Name/Phone	HUNT WHALEY 625-6285	Project #	
Contact E-Mail	HWHALEY@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 15209
Agenda Item Name	CHANGE ORDERS 1-19-WESTERN STATES CONSTRUCTION		

Agenda Wording

Change Orders 1 throu 19 to contract with Western States Construction, Inc. (Valley Ford WA)for construction/remodel of a new Hillyard Police Precinct located at 5124 North Market Street for an amount of \$59,743.98 plus tax for a total contract

Summary (Background)

These Change Orders provide for additional exterior wall framing and drywall; additional insulation; additional drinking fountain; miscellaneous plumbing changes; removal of overhead door, infill and metal siding; repair ceiling in Room 122; infill grate in Room 114 and plug lines; moving cable braces; adding base cabinet and sink; changing carpet to Shaw; adding power to condensing units; camera raceway and box installation; adding locker room lights with sensor; adding seven electric door

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 60,842.21	# 5901 79200 94000 56203
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	WERNER, MICHAEL	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org
<u>For the Mayor</u>	SANDERS, THERESA	jknight@spokanecity.org
<u>Additional Approvals</u>		hwhaley@spokanecity.org
<u>Purchasing</u>		ssimmons@spokanecity.org
		wsc@air-pipe.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

amount of \$354,320.98 plus tax. These change orders exceed the reserve by \$30,286.28. An EBO was presented before Council on November 3, 2014 placing \$375,000 in the budget line.

Summary (Background)

strikes; installation of concrete stoops at doors 10 and 17; additional card swipe access points; occupancy sensors; exit and emergency lighting and additional lighting.

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List


# CITY OF SPOKANE

## CHANGE ORDER NO. 1 through 19

NAME OF CONTRACTOR: Western States Construction, Inc.

PROJECT TITLE: Construction/Remodel of a New Hillyard Police Precinct

CITY CLERK CONTRACT NUMBER: OPR 2014-0731

=====

<u>DESCRIPTION OF CHANGE:</u>	<u>AMOUNT</u>
-------------------------------	---------------

The changes included are provided in the back up attached to this document  
(Change orders 1 thru to 19 in the amount of \$59,743.98)

=====

**TOTAL AMOUNT: \$59,743.98**

<b>CONTRACT SUM (EXCLUDE SALES TAX)</b>	
ORIGINAL CONTRACT SUM (INCLUDE ALTERNATES)	\$294,577.00
NET AMOUNT OF PREVIOUS CHANGE ORDERS	\$0
CURRENT CONTRACT AMOUNT	\$294,577.00
CURRENT CHANGE ORDER (EXCLUDES SALES TAX)	\$ 59,743.98
<b>REVISED CONTRACT SUM</b>	<b>\$354,320.00</b>

<b>CONTRACT COMPLETION DATE</b>	
ORIGINAL CONTRACT COMPLETION DATE	December 2014
CURRENT COMPLETION DATE	March 2015
<b>REVISED COMPLETION DATE</b>	<b>March 2015</b>

Contractor's Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

City Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_ City Clerk

# CHANGE ORDER PROPOSAL

Project: Spokane Police Precinct Remodel  
Contract No. N/A  
COP No. 1

TO: <u>City of Spokane</u>	DATE: <u>2/6/2015</u>
DESCRIPTION OF CHANGE:	
1. Add exterior wall framing and drywall (RFI Np. 3)	\$ 21,306.89
2. Add R-21 insulation to exterior walls and batt insulation for sound(RFI No. 4)	\$ 5,534.03
3. Add ADA drinking fountain (RFI No. 5)	\$ 4,576.86
4. Miscellaneous plumbing changes (RFI No. 6)	\$ 287.55
5. Remove overhead door, infill, and metal siding (RFI No. 7)	\$ 4,829.89
6. Repair ceiling in Room 122 (RFI No. 11)	\$ 754.81
7. Infill grate in Room 114 and plug lines (RFI No. 12)	\$ 186.60
8. Move cable braces (RFI No. 18)	\$ 558.21
9. Add base cabinet and sink	\$ 2,759.57
10. Change carpet to Shaw	\$ 4,600.80
11. Add power to condensing units	\$ 2,092.67
12. Camera raceway and box installation	\$ 356.29
13. Add locker room lights w/sensor	\$ 1,328.76
14. Add seven electric door strikes	\$ 2,353.22
15. Install concrete stoops at doors 10 & 17	\$ 2,815.56
16. Added card swipe access points	\$ 743.13
17. Occupancy sensors	\$ 2,968.93
18. Exit and emergency lighting	\$ 981.02
19. Additional lights	\$ 709.19
Total	\$ 59,743.98

REASON FOR CHANGE:

CHANGE ORIGINATED BY Maynard Davis  
Name  
Western States Construction, Inc.  
Company

WE PROPOSE TO PERFORM ALL CHANGES DESCRIBED ABOVE FOR:

CONTRACT PRICE CHANGE: ☐ No Change ☒ Increase ☐ Decrease

IN THE AMOUNT OF Fifty-one thousand five hundred twenty-six and 15/100\*\*\*\*\* \$51,526.15

IN ACCORDANCE WITH THE COST ESTIMATE SHEET(S) ATTACHED HERETO.

CONTRACT COMPLETION ☐ No change ☒ Increase ☐ Decrease of \_\_\_\_\_ calendar days

Western States Construction, Inc.

BY [Signature]

Contractor

2/6/15  
Date

We hereby accept the foregoing proposal and authorize the performance of the changes specified. This constitutes a change order to the contract only when authorizing signature is affixed.

OWNER'S AUTHORIZING SIGNATURE

Title

Date

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE:

RFI NO.: 1

DATE: 12/30/14

REQUESTED BY: Maynard Davis

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DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Keynotes 1 and 2

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

Note 2 calls for new glazing in existing opening and note 1 calls to match opening in room 103. The existing opening is cased in drywall with a wood sill. Are we to install the glass on the wood sill with a wood stop on the sides and top to hold in place? Do you want to add a hollow metal frame at these locations? Please advise.

Response required by 12/31/2014 in order to avoid delay in progress.

Additional Time ☐ Yes ☐ No  
Additional Costs ☐ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 2

DATE: 12/30/14

REQUESTED BY: Maynard Davis

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DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Security System

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

The security system will need to be removed before demolition. Is this system to be salvaged? If so who is going to remove the existing system? What are the requirements for a new system? Please advise.

Response required by 12/31/2014 in order to avoid delay in progress.

Additional Time ☐ Yes ☐ No

Additional Costs ☐ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 4

DATE: 1/8/15

REQUESTED BY: Maynard Davis

---

DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Insulation

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

The original plans do not show any insulation in the project. The revised plan shows R-21 batt insulation from the floor to the ceiling at the exterior walls. The revised plans also shows sound batt insulation at the interior walls at rooms 108, 109 and 116. Please advise

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☒ Yes ☐ No

Additional Costs ☒ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 8

DATE: 1/8/15

REQUESTED BY: Maynard Davis

---

DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Condenser Pad

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

The original plans do not show a condenser pad. The revised plans shows a pad at grid line B between Grids 2 and 3. Please advise.

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☒ Yes ☐ No

Additional Costs ☒ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 9

DATE: 1/8/15

REQUESTED BY: Maynard Davis

---

DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Parking Lot Re-Stripe

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

The original plans did not have a site plan. The revised plan shows to restripe the parking lot. Also in the area that is to be restriped the existing asphalt will need to be repaired before the restripe. There are large sink holes that will need infilled and repaved. Please advise.

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☐ Yes ☐ No

Additional Costs ☐ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 10

DATE: 1/8/15

REQUESTED BY: Maynard Davis

---

DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Wall line at Grid 2

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

The original plans do not show the exterior walls being furred out. At the west wall, along Grid line 2 the revised drawing shows about 20 LF of the existing wall furred out, stopping shortly after door 10. The remaining wall along grid line 2 is not furred out. We feel that the entire wall will need furred out to provide a finished wall to attach the grid ceiling. Also since the roof line of the existing office building is lower than the main building we have about 4' to 6' of wall exposure that would require the R-21 insulation as per the energy code requirements. Please advise.

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☒ Yes ☐ No

Additional Costs ☒ Yes ☐ No

---

Contractor Representative

Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 11

DATE: 1/8/15

REQUESTED BY: Maynard Davis

---

DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Room 122

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

The existing ceiling is damaged. It appears that the existing roof has leaked at some time. Has the roof area been fixed? Do you want us to repair the damaged ceiling? Please advise

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☒ Yes ☐ No

Additional Costs ☒ Yes ☐ No

Contractor Representative

Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 13

DATE: 1/8/15

REQUESTED BY: Maynard Davis

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DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Electrical

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

The electrical plan does not show any power to the condenser units now located on the north side of the building. Please advise

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☒ Yes ☐ No

Additional Costs ☒ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 15

DATE: 1/9/15

REQUESTED BY: Maynard Davis

---

DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Office 103

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

There was talk that you may want to change the location of door 4 to swing into office 103 from the wall that runs north and south. This was to allow for installing the drinking fountain on the west wall of room 104. Door 4 has been ordered and will swing as shown on the drawing which should be ok but I want to verify that you are ok with the swing.

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☐ Yes ☐ No  
Additional Costs ☐ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 16

DATE: 1/9/15

REQUESTED BY: Maynard Davis

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DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Vestibule 101

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

The drawings show the inside as being 5'0" clear. This will put the wall into the window frame. We can make this work with the 5' 0" but the existing blinds will have to be removed. Is 5' clear required or can this be less. As of now all the window blinds can remain as is. Please advise.

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☐ Yes ☐ No  
Additional Costs ☐ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 18

DATE: 1/13/15

REQUESTED BY: Maynard Davis

---

DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Exterior Doors

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

There is an existing cable cross brace at the locations shown for doors 10 and 17. The doors will need to be relocated or the cables moved and reattached to the foundation. Please advise

Response required by 1/14/2015 in order to avoid delay in progress.

Additional Time ☒ Yes ☐ No  
Additional Costs ☒ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 3

DATE: 1/8/15

REQUESTED BY: Maynard Davis

---

DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Exterior Walls

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

The original plans do not show the exterior walls as being furred out. The revised plan, Section 2, shows the exterior walls furred out from the floor to the ceiling. Please advise.

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☒ Yes ☐ No

Additional Costs ☒ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 5

RFI NO.: 5

DATE: 1/8/15

REQUESTED BY: Maynard Davis

---

DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Drinking Fountain

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

The original plan does not show any plumbing as being required on the project. The revised plan adds a drinking fountain and removes a custodial sink. A new location for the drinking fountain has been discussed. Please advise.

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☒ Yes ☐ No

Additional Costs ☒ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 6

DATE: 1/8/15

REQUESTED BY: Maynard Davis

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DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Plumbing Items

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

There are several items that relate to plumbing the were not on the original drawings and are not on the revised drawings. There is an existing hose bib and washing machine connection at grid line 2 close to door 11 that will need to be removed. There is another hose bib at grid line B and room 119 in the wall that is being removed. This will need to be relocated or removed. The toilet in room 122 does not work and is missing parts.

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☒ Yes ☐ No

Additional Costs ☒ Yes ☐ No

---

Contractor Representative

Maynard Davis

---

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE:

RFI NO.: 7

DATE: 1/8/15

REQUESTED BY: Maynard Davis

---

DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: OH Door

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

The original plans do not show the existing overhead door at grid line 2. The revised plan calls for the door to be removed, infilled with steel studs, insulation and exterior siding to match existing. Please advise.

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☒ Yes ☐ No

Additional Costs ☒ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 12

DATE: 1/8/15

REQUESTED BY: Maynard Davis

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DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Floor Drain Room 114

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

There is a existing 2'x2' floor grate in room 114. There are also 2 clean outs in the room. The room gets carpet tile throughout. The floors in the main building, Grids 2 to 5 and Grids B to C all slope to the drains. There are no requirements to level the floors. Please let us know if level floors are required. The slopes are small but they do slope to the drains. Please advise

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☒ Yes ☐ No

Additional Costs ☒ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 14

DATE: 1/8/15

REQUESTED BY: Maynard Davis

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DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Carpet

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

The original plans and specifications called for a Kraus product that is rated for commercial use but is an entry level product. The new requested specification of the Lees product is on the high end of the commercial arena and is considerably more expensive. The carpet subcontractor (Great Floors) is requesting an additional \$8500.00 for changing to this product. With our markup the total costs will be \$9776.70. Please advise.

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☒ Yes ☐ No  
Additional Costs ☒ Yes ☐ No

---

Contractor Representative  
Maynard Davis

---

Response: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# WESTERN STATES CONSTRUCTION, INC.

P.O. Box 208  
Valleyford, WA 99036  
Phone: 509-892-0600  
Fax: 509-926-0070

## REQUEST FOR INFORMATION

WSC PROJECT NO.: 4900

PROJECT: Hillyard Police Precinct Remodel

CONTRACT NO.: N/A

PAGE: 1

RFI NO.: 17

DATE: 1/10/15

REQUESTED BY: Maynard Davis

---

DETAIL, DRAWING, AND/OR SPECIFICATION SECTION: Rooms 119 and 120

### ITEM, LOCATION, DESCRIPTION AND/OR APPARENT DISCREPANCY:

I would like to verify the layout of the mens'and women's locker room. The men's locker has been reduced in space that only allows 5 or 6 lockers. If the wall and door 28 were moved north far enough to allow a row of lockers on the north wall of room 119 several more lockers could be added in this space. The locker space in the womens would not be effected. Please advise. Also who is supplying the lockers and do you have a locker size.

Response required by 1/12/2015 in order to avoid delay in progress.

Additional Time ☐ Yes ☐ No  
Additional Costs ☐ Yes ☐ No

---

Contractor Representative  
Maynard Davis

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Response:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

02/23/2015

Date Rec'd

2/11/2015

Clerk's File #

OPR 2014-0559

Renews #Submitting Dept

WATER &amp; HYDROELECTRIC SERVICES

Cross Ref #Contact Name/Phone

DAN KEGLEY 625-7821

Project #Contact E-Mail

DKEGLEY@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

CR15202

Agenda Item Name

4100- ENGINEERING SERVICES FOR UPRIVER DAM SPILLWAY REHAB PHASE 2

Agenda Wording

Engineering Services for Upriver Dam Spillway Rehabilitation Phase II Specifications and Design - Parts B and C as a contract extension. This contract extension will cost \$199,559 (including sales tax).

Summary (Background)

Hatch Ltd. submitted a proposal of the required stages of analysis and design work that was briefed to Public Works Committee July 28, 2014. Completing the design and specifications outlined in the RFQ scope of work requires three stages, each relying on the previous to continue. The information obtained from Part A will be used in Part B to perform the structural and stability analyses, which is used in Part C to determine the design and specification elements required to rehabilitate the spillway. The Hatch Ltd. proposal for engineering and consulting services for the complete project was provided to Public Works Committee July 28, 2014

Fiscal ImpactBudget Account

Expense \$ 199,559.00

# 4250-42300-94000-56501-04100

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MEIERS, BRANDON

Study SessionDivision Director

ROMERO, RICK

Other

PWC 2/5/2015

Finance

LESESNE, MICHELE

Distribution ListLegal

DALTON, PAT

DKELGLEY

For the Mayor

SANDERS, THERESA

SBURNS

Additional Approvals

ACLINÉ

Purchasing

MLESESNE

January 28, 2015

Stephen M. Burns, P.E.  
City of Spokane  
Water Department-Upriver Dam  
914 E North Foothills Drive  
Spokane, WA 99207

Dear Stephen:

**Subject: Upriver Dam Spillway Rehabilitation Phase II Specifications & Design  
Engineering and Consulting Services**

The attached Offer for Engineering and Consultancy Services outlines the proposed scope and budget to complete analysis and design for the Upriver Dam Spillway Rehabilitation engineering and consulting services. This comprises our commercial offer for our services.

The overall cost is estimated to be \$183,587 on a reimbursable cost basis for Phases II B and II C. Hatch will perform the work outlined in this Offer for Engineering and Consultancy Services in accordance with the existing Professional Services Terms and Conditions that were established for Phase II A agreement dated September 24, 2014. This letter, the attached Statement of Work, Commercial Offer and Rate Schedule, and the established Standard Terms and Conditions would form the whole agreement between the City of Spokane and Hatch.

If this offer is acceptable to City of Spokane, please prepare the consulting agreement for our signature. We will plan mobilize the team to start to undertake this work for you as soon the agreement is executed. If you would like to clarify or further discuss any aspect of this offer, please call me at 206-288-2911.

Yours faithfully,



James H. Rutherford, P.E.  
JHR:jhr  
Attachment(s)



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Proposal H347861, Rev. 0



**ENGINEERING AND CONSULTANCY SERVICES**  
**for**  
**Upriver Dam Spillway Rehabilitation Phase II Specifications & Design**

**January 28, 2015**

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<b>Client Name:</b>	City of Spokane
<b>Project Name:</b>	Upriver Dam Spillway Rehabilitation Phase II Specifications & Design
<b>Client Contact:</b>	Stephen M. Burns, P.E.
<b>Hatch Contact:</b>	James H. Rutherford, P.E. <a href="mailto:jrutherford@hatchusa.com">jrutherford@hatchusa.com</a> Phone: 206 288 2911
<b>Estimated Start Date:</b>	March 2, 2015
<b>Estimated Completion Date:</b>	June 15, 2015
<b>Cost Basis:</b>	Reimbursable Costs Basis
<b>Project Estimate (II B &amp; II C combined):</b>	\$183,587



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## Scope of Work

### CITY OF SPOKANE

#### UPRIVER SPILLWAY REHABILITATION PHASE II SPECIFICATIONS AND DESIGN

#### PHASE II B – ANALYSIS

##### Task 3 – Trunnion Friction Field Measurements

1. Prepare work plan for trunnion friction field testing. Coordinate with Extreme Access Inc. (EAI) and the City of Spokane (City).
2. Measure trunnion arm deflections of 6 gates, 12 radial arms, and complete as-built spot check measurements of gate dimensions. (Trunnion arm deflections of Gates 5 and 7 were obtained during Phase II A.)
3. Prepare a field testing report documenting test results. The deflection measurements plotted versus time will be included.

##### *Deliverables:*

- *TM 3.1 - Field Testing Report (includes EAI gate as-built measurements)*

##### Task 4 – Spillway Monolith and Gates Potential Failure Modes Review

1. Potential Failure Modes (PFM) Review: Conduct conference call with the City and review AAR-related PFMs for the spillway monoliths and gates.
2. Document Spillway Monolith and Gates PFMs: Prepare a memorandum (TM 4.1) documenting the potential failure modes. Also confirm the scope of analysis to investigate and estimate risk is complete. This task may influence the subsequent analysis and design tasks.

##### *Deliverables:*

- *TM 4.1 - Spillway Monolith and Gates PFM Documentation.*

##### Task 5 – Pier Stability Analysis

1. Pier Analysis Basis Document: Prepare an analysis basis document (TM 5.1) including failure modes to investigate, assumed material strength parameters, AAR growth characteristics, and load cases. Load cases will include normal, flood and seismic.
2. Stability Analysis: Calculate pier stability safety factors using hand calculations. Perform parametric analysis to check the sensitivity of assumptions such as material strength parameters and AAR growth rate.



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Proposal H347861, Rev. 0

3. Identify Stabilization and/or Monitoring Alternatives: Depending on stability analysis results, select alternative interventions to reduce risk of failure. Monitoring alternatives will be identified and included as risk reduction measures to improve long-term serviceability. For example, this could include anchor and/or extensometer installation. Prepare preliminary estimate of cost for alternatives.
4. Evaluate Alternatives and Select an Approach: Depending on the alternatives identified it may be necessary to have an evaluation workshop with the City (including maintenance and operation staff) and key Hatch staff and subconsultants to rank design alternatives. Evaluation matrices would consider cost (life cycle), operation, maintenance, environmental considerations, permitting requirements and worker safety. The workshop allows input from multiple voices and documentation of the decision making process. A meeting at the City is assumed for this task.
5. Document Pier Analysis Results: Prepare a technical memorandum (TM 5.2) including stability analysis results, stabilization and monitoring alternatives considered, and recommended alternative and conclusion.
6. Optional AAR Stress Analysis Task: Perform Grow 3D Stress Analysis (Optional, not estimated): The Grow 3D finite element program was developed by Hatch to model AAR in hydraulic structures such as dams, spillways, and locks. The program steps through time to simulate the development of the reaction and the stress-dependent nature of AAR expansion. This analysis has been used to optimize remedial measures for several dams, spillways, and locks. Based on initial stability analysis and evaluation of alternatives, the need to perform Grow 3D analysis will be assessed. Additional analysis would be recommended if it will provide information that allows more efficient pier stabilization and monitoring measures to be implemented. This is an optional task and is not included in the budget.

*Deliverables:*

- *TM 5.1 – Pier Analysis Basis Document.*
- *TM 5.2 – Pier Analysis Results, Recommendation and Conclusions.*

Task 6 – Tainter Gate Analysis

1. Gate Analysis Basis Document: Prepare an analysis basis document (TM 6.1) including assumed gate geometry and member sizes, material strength parameters, and load cases. Load cases may include possible effects of AAR on trunnion friction.
2. Stress Analysis: Prepare a 3D structural model of a gate in the RISA 3D stress analysis program. The model will incorporate as-built gate member sizes obtained in Task 3 and will use assumed yield stress limits. Utilize the RISA 3D model to perform stress analysis for load cases selected. Perform parametric analysis to check the sensitivity of assumptions such as material strength parameters.



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Proposal H347861, Rev. 0

3. Identify Gate Rehabilitation and/or Monitoring Alternatives: Based on the findings from the analysis results, some gate structural upgrades may be required. For example, if a specific member is found to be overly stressed it might be recommended that the member be reinforced in place. Another possible scenario could be that we find that the member stresses are at acceptable levels, but that corrosion of certain critical member should be addressed and monitored. Prepare preliminary estimate of cost for alternatives. Potential gate rehabilitation and monitoring alternatives is intended to be limited to structural items and review and design of gate seal rehabilitation would be an additional task.
4. Evaluate Alternatives and Select an Approach: The Hatch team would prepare an evaluation matrix that would identify the alternative under consideration and key evaluation parameters so that each alternative can be ranked.
5. Prepare Tainter Gate Analysis Results Document: Prepare a technical memorandum (TM 6.2) including gate analysis results, gate rehabilitation and monitoring alternatives considered, and recommended alternative and conclusion.

#### *Deliverables*

- TM 6.1 – Tainter Gate Analysis Basis.
- TM 6.2 – Tainter Gate Analysis Results.

## **PHASE II C – REHABILITATION DESIGN**

### Task 7 – Rehabilitation Design and Contract Documents Development

The design process will be initiated with development of a Design Basis Memorandum (DBM) that will set the stage for the rehabilitation design. In addition to providing design criteria and assumptions will included approximately 30% design level figures based on the results the analysis phase, a drawing list, and outline specifications.

The DBM will be utilized for the preparation of a series of design submittals starting with 60% design and continuing through the completion of contract bid documents. The objective of multiple submittals during the design phase is to provide opportunities for early collaboration and coordination with the City. **Table 1** provides a preliminary list of eleven drawings that might be required for the rehabilitation design. We have assumed that we will scan and use existing as-built drawings as a background and, as much as possible, not redraw existing images. The scanned as-built drawings would also be utilized as reference drawings included in the contract documents. This list does not include the installation of post-tensioned anchors or borehole extensometers which may be required for stabilization and monitoring. If the drawings list deviates significantly from the drawing list included in this scope of services the engineering budget will be reviewed with the City to confirm it is sufficient. The DBM will be updated during the design process to reflect any change in the design approach.



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**Table 1 - Preliminary Drawing List**

Drawing No.	Description
G-1	Project Location
G-2	Drawing Index and General Notes
S-1	Dam Spillway Plan and Elevation
S-2	Dam Sections and Details
S-3	Pier Rehabilitation, Sheet 1 of 2
S-4	Pier Rehabilitation, Sheet 2 of 2
S-5	Pier Instrumentation Installation
S-6	Spillway Dissipation Blocks and Apron Repair, Sheet 1 of 1
S-7	Spillway Dissipation Blocks and Apron Repair, Sheet 2 of 2
S-8	Tainter Gate Repairs, Sheet 1 of 2
S-9	Tainter Gate Repairs, Sheet 2 of 2

The following steps are planned to develop the contract documents for pier and gate rehabilitation:

1. Design Basis Memorandum: Prepare a draft DBM (TM 7.1) including design assumptions, analysis basis, design criteria, figures showing preliminary design features, drawings list, outline of specifications, and project schedule with key milestones and target completion dates. The DBM would include 30% design drawings showing all of the project features.
2. Prepare 60% Drawings and Specifications: Develop design drawings to 60% completion level and submit for internal review followed by City review. (Specifications would be provided with each set of drawings submittals as described below. Prepare preliminary estimate of cost and revised project schedule. A site visit and meeting with the City to review drawing and specification package is assumed for this task.
3. Prepare 90% Drawings and Specifications: Develop design drawings to 90% completion level along with specifications and submit for District and internal review. Revise preliminary estimate of cost and project schedule
4. Prepare Contract Documents & Final Review of Contract Drawings: Submit contract drawings for final internal and City review along with final review contract specifications. This task would include incorporation of final review comments into the bid drawings and specifications by working closely with the City. Prepare final estimate of cost and project schedule. This task will complete the Contract Documents. Subsequent tasks for project bidding, bid review, construction management, etc. are not included.
5. Permitting Support: Permitting associated with pier and gate rehabilitation is assumed to be prepared by the City and that Hatch will assist as necessary. The budget for this activity is limited to assistance provided by Marcelle Van Houten.

*Deliverables:*

- *TM 7.1 – Rehabilitation Design Basis Memo.*
- *60% Design Drawings and Specifications. Cost Estimate and Schedule*
- *90% Design Drawings and Specifications. Cost Estimate and Schedule*
- *Contract Documents.*

Task 8 – Constructability Review and Construction Cost Estimate

The constructability review and construction cost estimates will be performed at several points during the design process to provide feedback to the City as to the expected costs as the design develops and may influence the design approach. The Engineer's Estimate will be provided to the City the completed bid documents.

*Deliverables:*

- *TM 8.1 – Constructability Review: Summarize findings from constructability review following the DBM and 60% design submittal. Recommend design adjustments to address constructability issues and improve the economics of rehabilitation approach.*
- *Engineer's Estimate.*



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Proposal H347861, Rev. 0

## Commercial Offer

The overall cost for Phases II B and II C is estimated to be \$183,587 on a reimbursable cost basis.

Hatch will perform the work outlined in this Offer for Engineering and Consultancy Services (Phases II B and II C) in accordance with the existing Professional Services Terms and Conditions. This letter, the Statement of Work, and Hatch Standard Terms and Conditions form the whole agreement between City of Spokane and Hatch.

This offer remains valid for a period of 30 days from the date of this letter.

**Table 2 – Cost Estimate for Phases II B and II C**

PHASE II B						
Task	Description	Hatch Hours	Hatch Labor	Hatch Expenses	Sub-Consultants*	Total
	Project Management	22	\$3,484	\$0	\$0	\$3,484
3	Trunnion Friction Field Measurements	49	8,072	1,791	0	9,863
4	Spillway Monolith and Gates Failure Modes Review	49	8,234	0	2,840	11,074
5	Tainter Gate Analysis	103	16,882	1,295	5,065	23,242
6	Pier Stability Analysis	182	29,720	0	1,225	30,945
	Phase II B Subtotal	405	\$66,392	\$3,086	\$9,130	\$78,608
PHASE II C						
	Project Management	28	\$4,286	\$0	\$0	\$4,286
7	Rehabilitation Design & Contracts Documents Development	498	73,812	1,295	5,140	80,247
8	Constructability Review and Construction Cost Estimates	66	11,246	0	9,200	20,446
	Phase II C Subtotal	592	89,344	1,295	14,340	104,979
	<b>Totals</b>	<b>997</b>	<b>\$155,736</b>	<b>\$4,381</b>	<b>\$23,470</b>	<b>\$183,587</b>



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## Schedule of Rates



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### Schedule of Rates Energy Sector

	<u>Per Hour</u>
Principals	283.00
Senior Consultants	248.00
Engineering, Project, and Construction Managers	210.00
Consultants	189.00
Specialists and Supervisors	176.00
Senior Engineers and Technologists	155.00
Engineers	122.00
Intermediate Engineers	108.00
Junior Engineers	100.00
Technologists	132.00
Senior Designers and Technicians	118.00
Designers and Technicians	96.00
Intermediate Designers and Technicians	90.00
Junior Designers and Technicians	65.00
Purchasing Agents and Senior Expeditors	95.00
Technical Assistants	91.00
Buyers and Expeditors	82.00
Administrative Specialists	78.00
Project Support Coordinators	66.00
Project Support Technicians	55.00

**Currency: United States Dollars**

**Time Charges:**

All time expended on the assignment, whether in our office, at the client's premises, in transit, or elsewhere, is chargeable, including the time of staff engaged in the preparation of documents such as reports and specifications.

**Expenses and Disbursements:**

Travel, living expenses, site office costs for resident staff and project expenses will be charged at cost plus 5%. Project expenses include capital procured equipment, project delivery software (at individual daily rates) and other items not otherwise listed.

Long distance telephone, fax, reproductions, printing, office supplies and courier charges are included in the above rates.

**Invoicing and Payment:**

Fees and expenses are invoiced monthly, payable within 14 days. Taxes will be added when applicable. Interest is charged on overdue accounts at the rate of 12% per annum.

**Process and Technology Experts:**

Process and Technology experts are charged at specific individual rates.

**Overtime:**

The above rates do not allow for overtime which will be billed in accordance with the contract terms.

**Terms and Conditions:**

The above rates are based on Hatch standard terms and conditions.

**Scheduled Revision:**

The next revision of this Schedule of Rates will be effective July 1, 2015.

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

02/23/2015

<u>Date Rec'd</u>	2/4/2015
<u>Clerk's File #</u>	OPR 2014-0243
<u>Renews #</u>	

<u>Submitting Dept</u>	COMMUNITY, HOUSING & HUMAN SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	JONATHAN 6734 MALLAHAN	<u>Project #</u>	
<u>Contact E-Mail</u>	JMALLAHAN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	15201
<u>Agenda Item Name</u>	0450 - NATIONAL DEVELOPMENT COUNCIL CONTRACT EXTENSION		

Agenda Wording

Extension to Contract with National Development Council for consulting and underwriting services.

Summary (Background)

The National Development Council will provide support to the City of Spokane in reviewing, analyzing and structuring an investment of retired HUD grant funds into the redevelopment of the Ridpath Hotel mixed use project in Downtown Spokane. This agreement extends a previous contract for services with the NDC.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 36,000	# 0450-30210-57200-54201
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STAPLETON, JENNIFER	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PCED - 11/17/14
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

BRIEFING PAPER  
City of Spokane  
Planning Community Economic Development Committee  
November, 2014

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Subject

National Development Council Contract Extension

Background

The City entered into contract with the National Development Council in 2014 for services to support the creation of a section 108 loan program and underwriting services for a proposed Ridpath building development.

The Ridpath proposal has secured letters of intent for funding to redevelop the building which will result in 180 units of new low income housing and 26 market rate units in the downtown core. The total investment in this redevelopment is estimated to be \$22 million.

NDC has been a critical partner in securing necessary financing for the Ridpath project. NDC brought its own affiliate entity to the table to provide the equity for both the Historic and Low Income Housing Tax Credits (a source that will generate more than \$5.3 million of the project's financing). In addition, NDC's underwriting and project analysis has resulted in a project that no longer requires section 108 funding. Initially, the City anticipated a \$1.8 million loan would be required for Ridpath redevelopment. NDC has worked closely with City staff and the project developer to restructure the project's financing assumptions in a manner that will maximize other sources of financing and reduce the required public funding.

As restructured, the City is now considering up to a \$600,000 loan using funds from a retired federal grant program known as the Urban Development Action Grant (UDAG). NDC is in the process of finalizing its underwriting of the project to provide recommendation on proposed repayment terms that will be consistent with the regulatory requirements of the other project financing. A full project analysis and report will be presented to the City Council in December. NDC is also providing close coordination with the project's other funding sources, including coordination of legal documents and compliance with HUD requirements through closing, which is expected to occur in the first quarter of 2015.

Given the increased scope of services provided by NDC and involvement of the City in the Ridpath redevelopment, an extension of NDC's contract is required. The original contract value was \$36,000 based on a Section 108 underwriting

scope and a September 2014 closing. The extension increases contract value by \$36,000 and provides for the expanded services through March of 2015.

The budget for the Ridpath project includes \$60,000 to reimburse the City for expenses to finance and support the monitoring and compliance of the use of federal funds for the Ridpath redevelopment including costs associated with the proposed NDC contract extension.

#### Impact

Redevelopment of the Ridpath will result in the creation of 180 low income housing units, historic preservation of a significant downtown landmark and investment of over \$22 million in Spokane's downtown core.

#### Proposed Loan Terms

The first re-use of the UDAG repayment funds must comply with certain CDBG program guidelines, including the national objective of providing benefit to low and moderate income individuals. The Ridpath project satisfies this requirement through creation of low income housing units. Additionally, the City is requiring the developer to provide a dollar for dollar match of the City's loan.

NDC assisted the City in developing underwriting guidelines for use with this funding source. Among the guidelines are the requirement that the project meet a 1.20 debt coverage ratio on the City's loan. NDC's full underwriting analysis, which is expected to be presented to Council in 1<sup>st</sup> quarter 2015, will summarize how the project meets this and all other underwriting guidelines that were developed.

#### Project Sources (As of 11-2014):

<b>Finance Source</b>	<b>Total</b>
Berkadia - FHA 1st Mortgage (Perm Loan)	9,793,300
NDC Tax Credit Equity	5,381,477
Operating Income during Construction	284,723
Seller Financing on Acquisition	5,215,000
Developer Equity	600,000
Deferred Developer Fee	125,500
City Loan	600,000
<b>TOTAL PERMANENT SOURCES:</b>	<b>22,000,000</b>

\*Interim financing will be provided through the Washington State Housing Finance Commission's Tax Exempt Bond program

**CITY OF SPOKANE / NDC TA CONTRACT ADDENDUM #1  
MODIFIED SCOPE / TIME EXTENSION**

The Scope of Services under the original TA contract dated March 14, 2014 was limited to assisting the City with potential financing participation in the renovation of the Ridpath Hotel into a mixed-use/mixed-income project using the HUD Section 108 Loan Guarantee program. Subsequent to initial financing feasibility analysis on the project, it was determined that the Section 108 program would not be utilized, and instead a potential gap loan using City recapture of funds from the HUD Urban Development Action Grant (UDAG) program would be contemplated. In addition, due to the project's complexity, NDC has been required to provide additional support to the development team to work through other financing issues related to the overall funding package. The initial contract scope in support of a Section 108 loan had a duration of six (6) months, which expired on September 13, 2014.

Additional Services:

Client and NDC propose to modify the Scope of Services to include assistance in underwriting, structuring and facilitating a City Gap Loan using recaptured UDAG funds (City funds) for the Ridpath project. NDC will assist Client with the following tasks under this extension:

<b>TASK</b>	<b>LEAD/RESPONSIBLE</b>
AUGUST 8 – CHHS BOARD RELEASES 2014 Citizen Participation Plan AMENDMENT FOR 30-DAY COMMENT PERIOD	CHHS STAFF [DONE]
Preliminary screening / structuring of project <ul style="list-style-type: none"> <li>a. Preliminary eligibility screening for potential fit with Sec.108</li> <li>b. Preliminary financial underwriting analysis <i>(Pending receipt of updated market study &amp; appraisal by July 21)</i></li> <li>c. Preliminary financial structure proposed (all funders)</li> </ul>	a) NDC [DONE] b) NDC [DONE] c) NDC [DONE]
SEPTEMBER 3 <sup>RD</sup> CHHS BOARD ADOPTS CPP AMENDMENT (contingent on Public Comments)	DONE
SEPTEMBER 8 – 30-DAY COMMENT PERIOD ON CP PLAN ENDS	DONE
<b>September 3<sup>rd</sup> – NDC Presents update on Ridpath timeline and status of potential funding sources</b>	NDC [DONE]
City to determine appropriate review process for City gap fund source (City funds)	DONE
NOVEMBER 12, 2014 Meeting w/HUD CPD office – review proposed use of funds from repaid UDAG loan/ confirm applicable requirements	DONE
Financial structure vetting with all funders & Developer	- NDC Equity team, Bond underwriter, FHA broker & developer [Ongoing]

<b>Prepare preliminary underwriting analysis for City gap loan with recommended finance structure and parameters</b>	<b>NDC [pending finalization of other financing]</b>
<b>Begin Citizen Participation process</b>	
COUNCIL STUDY SESSION – Presentation of underwriting analysis and proposed loan structure including summary of project financing, proposed use of City funds & proposed loan terms and conditions for final approval <b>TARGET EARLY FEBRUARY 2015</b>	NDC in coordination with City staff
<b>City Council action on financing approval</b> <b>TARGET LATE FEBRUARY COUNCIL MEETING</b>	City Staff as lead w/NDC support on staff report & presentation as needed
Finalize City gap loan terms in coordination with final financing structure – <b>Target March 2015</b>	NDC in coordination with City staff
State Housing Finance Commission Bond Resolution – Public Hearing ( <b>March, 2015 meeting targeted</b> )	WSHFC
Begin drafting City loan documents to Borrower entity – <b>TARGET APRIL/MAY 2015 IN COORDINATION WITH OTHER FINANCING PARTNERS</b>	City external counsel
<b>CLOSING – TARGET MAY, 2015 (not later than June 30<sup>th</sup>)</b>	ALL PARTIES
Establish City compliance, performance or reporting requirements & implement tracking/reporting system ( <b>post closing</b> )	City staff with NDC support

Contract Term:

This contract is hereby extended through June 30, 2015.

Compensation:

For the duration of the contract period (Sept. 15, 2014 thru June 30, 2015) the monthly compensation shall be adjusted to the rate of Four Thousand Dollars (\$4,000) per month. NDC shall bill for its time and the activities delivered on a quarterly basis with a submittal of quarterly work reports accompanying each billing.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to the NDC TA Services Contract to be executed as of this day \_\_\_\_\_, 2014.

**CITY OF SPOKANE:****NATIONAL DEVELOPMENT COUNCIL:**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Jonathan Mallahan, Director CHHS**

**Robert W. Davenport, President**

**Telephone: (509) 625-6734**

**E-mail: jmallahan@ci.spokane.wa.us**

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

02/23/2015

<u>Date Rec'd</u>	2/3/2015
<u>Clerk's File #</u>	OPR 2015-0104
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR15204

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	GLORIA OCHOA 625-6250
<u>Contact E-Mail</u>	GOCHOA@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0520 CONTRACT FOR STATE LOBBYING SERVICES

**Agenda Wording**

To enter into contract with MJB Consulting, Inc. for state lobbying services.

**Summary (Background)**

MJB shall provide state legislative services for the City through its partnership with David Foster of Foster Government Relations. See scope of work on contract.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 33,000.00	# 0520-36200-11600-54201
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<b><u>Dept Head</u></b>	COTE, BRANDY
<b><u>Division Director</u></b>	
<b><u>Finance</u></b>	LESESNE, MICHELE
<b><u>Legal</u></b>	DALTON, PAT
<b><u>For the Mayor</u></b>	SANDERS, THERESA
<u>Additional Approvals</u>	
<b><u>Purchasing</u></b>	

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and MJB CONSULTING, INC., whose address is 5135 Bellwater Lane, Bellingham, Washington 98226, as "MJB".

The parties agree as follows:

1. PERFORMANCE. MJB shall provide STATE LEGISLATIVE SERVICES for the City through its partnership with David Foster of Foster Government Relations, to include, but not be limited to, the following:

- Provide the City of Spokane with professional lobbyist representation with members of the Washington State Legislature, the Office of the Governor, relevant state agencies, applicable associations, stakeholder groups, organized coalitions, and interest groups.
- Work with Mayor's Office, City Council and Director of Local Government to provide pre-session assistance in developing the City of Spokane's legislative agenda including identifying necessary strategies to accomplish the goals of the agenda.
- Work to draft legislation, secure sponsorships of bills and/or amendments, secure the appropriate legislative hearings, and to do other work as needed to further interests of the City of Spokane's legislative agenda.
- Provide assistance in identifying, scheduling and preparing testimony before relevant legislative committees or state agencies as needed.
- Monitor and advise the City of Spokane on emerging legislation or agency policy changes related to the upcoming legislative session that could affect the City in either a positive or negative manner and provide lobbying recommendations.
- Coordinate with other lobbyists representing city-specific issues (AWC, City of Seattle, City of Vancouver, City of Tacoma and other local government entities as needed)
- Coordinate with other lobbyists who represent major stakeholder groups within the Spokane region (GSI, Spokane County, Spokane Airport, City of Spokane Valley) as well as other stakeholder groups who may have shared interests throughout the state.
- Provide weekly updates during session on legislative activity and background information on broad issues and issues of importance to the City of Spokane.



- Monitor agency rule-making process and advise City of Spokane on actions needed to implement legislation in a manner most favorable to the City of Spokane.
  - Provide written post-session summary of legislative activities as they affect cities in general and the City of Spokane's legislative agenda in particular.
2. CONTRACT TERM. The Contract shall begin on or about January 1, 2015 and shall run through December 31, 2015, unless terminated sooner.
3. COMPENSATION. The City shall pay MJB a maximum of THIRTY THREE THOUSAND AND NO/100 DOLLARS (\$33,000.00) in monthly installments of TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$2,750.00) as full compensation for the services provided under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. PAYMENT. MJB shall send its applications for payment to the Office of the Mayor, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of MJB's application. If the City objects to all or any portion of the invoice, it shall notify MJB 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.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
7. TERMINATION. Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay MJB for all work previously authorized and performed prior to the termination date.
8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this Contract.
9. INDEMNIFICATION. MJB shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of MJB, its officers, employees and subcontractors in connection with the performance of the Contract, except to the extent of those claims arising from the negligence of the City, its officers and employees.

10. STANDARD OF PERFORMANCE. The standard of performance applicable to MJB's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Contract are performed.

11. 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 including gender expression or gender identity, 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. MJB agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to MJB.

12. 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. MJB 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 MJB 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.

13. MISCELLANEOUS PROVISIONS.

A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.

B. 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.

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

D. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

Dated: 1/22/2015

CITY OF SPOKANE

By: 

Title: Mayor

Attest:

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

Approved as to form:

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

Dated: \_\_\_\_\_

1/22/2015

MJB CONSULTING

E-Mail address, if available: \_\_\_\_\_

MikeTBurg@comcast.net

By: MB

Title: Owner

15-006

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

02/23/2015

<u>Date Rec'd</u>	2/3/2015
<u>Clerk's File #</u>	OPR 2015-0105
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR15203

<u>Submitting Dept</u>	MAYOR
<u>Contact Name/Phone</u>	GLORIA OCHOA 625-6250
<u>Contact E-Mail</u>	GOCHOA@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0520 CONTRACT FOR STATE LOBBYING SERVICES

Agenda Wording

Contract with Foster Government Relations for state lobbying services.

Summary (Background)

Foster Government Relations shall provide state legislative services for the City through its partnership with Mike Burgess of MJB Consulting Inc. See scope of work on contract.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 33,000.00	# 0520-36200-11600-54201
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	gochoa@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	lwilliams@spokanecity.org	
<u>Additional Approvals</u>		tsanders@spokanecity.org	
<u>Purchasing</u>		bcote@spokanecity.org	

CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and FOSTER GOVERNMENT RELATIONS, whose address is 3646 48<sup>TH</sup> Avenue SW, Seattle, WA 98116, as "Foster".

The parties agree as follows:

1. PERFORMANCE. Foster shall provide STATE LEGISLATIVE SERVICES for the City through its partnership with Mike Burgess of MJB Consulting Inc., to include, but not be limited to, the following:

- Provide the City of Spokane with professional lobbyist representation with members of the Washington State Legislature, the Office of the Governor, relevant state agencies, applicable associations, stakeholder groups, organized coalitions, and interest groups.
- Work with Mayor's Office, City Council and Director of Local Government to provide pre-session assistance in developing the City of Spokane's legislative agenda including identifying necessary strategies to accomplish the goals of the agenda.
- Work to draft legislation, secure sponsorships of bills and/or amendments, secure the appropriate legislative hearings, and to do other work as needed to further interests of the City of Spokane's legislative agenda.
- Provide assistance in identifying, scheduling and preparing testimony before relevant legislative committees or state agencies as needed.
- Monitor and advise the City of Spokane on emerging legislation or agency policy changes related to the upcoming legislative session that could affect the City in either a positive or negative manner and provide lobbying recommendations.
- Coordinate with other lobbyists representing city-specific issues (AWC, City of Seattle, City of Vancouver, City of Tacoma and other local government entities as needed)
- Coordinate with other lobbyists who represent major stakeholder groups within the Spokane region (GSI, Spokane County, Spokane Airport, City of Spokane Valley) as well as other stakeholder groups who may have shared interests throughout the state.
- Provide weekly updates during session on legislative activity and background information on broad issues and issues of importance to the City of Spokane.

- Monitor agency rule-making process and advise City of Spokane on actions needed to implement legislation in a manner most favorable to the City of Spokane.
  - Provide written post-session summary of legislative activities as they affect cities in general and the City of Spokane's legislative agenda in particular.
2. CONTRACT TERM. The Contract shall begin on or about January 1, 2015 and shall run through December 31, 2015, unless terminated sooner.
3. COMPENSATION. The City shall pay Foster a maximum of THIRTY THREE THOUSAND AND NO/100 DOLLARS (\$33,000.00) in monthly installments of TWO THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$2,750.00) as full compensation for the services provided under this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.
4. PAYMENT. Foster shall send its applications for payment to the Office of the Mayor, Seventh Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201. Payment will be made within thirty (30) days after receipt of Foster's application. If the City objects to all or any portion of the invoice, it shall notify Foster 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.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.
6. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.
7. TERMINATION. Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay Foster for all work previously authorized and performed prior to the termination date.
8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this Contract.
9. INDEMNIFICATION. Foster shall defend, indemnify and hold harmless the City, its officers and employees, from and against all claims for damages, liability, cost and expense arising out of the negligent conduct of Foster, its officers, employees and subcontractors in connection with the performance of the Contract, except to the extent of those claims arising from the negligence of the City, its officers and employees.

10. STANDARD OF PERFORMANCE. The standard of performance applicable to Foster's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Contract are performed.

11. 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 including gender expression or gender identity, 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. Foster agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to Foster.

12. 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. Foster 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 Foster 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.

13. MISCELLANEOUS PROVISIONS.

- A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Contract shall continue to be in full force and effect.
- B. 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.
- C. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
- D. AMENDMENTS. This Contract may be amended at any time by mutual written agreement.

Dated: 1-22-2015

CITY OF SPOKANE

By: 

Title: Mayor

Attest:

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

Approved as to form:

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

Dated: \_\_\_\_\_

1/22/15

FOSTER GOVERNMENT RELATIONS

E-Mail address, if available: \_\_\_\_\_

DavidGoster9@gmail.com

By: \_\_\_\_\_

David Foster

Title: \_\_\_\_\_

Owner

15-005



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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	CPR 1981-0271
<u>Renews #</u>	

<u>Submitting Dept</u>	MAYOR	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRANDY COTE 625-6250	<u>Project #</u>	
<u>Contact E-Mail</u>	BCOTE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Boards and Commissions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0520 APPOINTMENT OF CRAIG HULT TO THE CIVIL SERVICE COMMISSION		

Agenda Wording

Appointment of Craig Hult to a four year term on the Civil Service Commission. From Febraury 23, 2015 - December 31, 2018.

Summary (Background)

Appointment of Craig Hult to a four year term on the Civil Service Commission. From Febraury 23, 2015 - December 31, 2018.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>		<u>Distribution List</u>	
<u>Legal</u>		bcote@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

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

02/23/2015

Date Rec'd

2/11/2015

Clerk's File #

CPR 1991-0068

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

BRANDY COTE 625-6250

Project #Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions  
AppointmentsRequisition #Agenda Item Name

0520 APPOINTMENTS TO THE HUMAN RIGHTS COMMISSION

Agenda Wording

Appointment of Jamie Sijohn, Ronald Toston, and Kitara Johnson each to a three year term, from 2/23/15 - 2/23/18, on the Human Rights Commission.

Summary (Background)

Appointment of Jamie Sijohn, Ronald Toston, and Kitara Johnson each to a three year term, from 2/23/15 - 2/23/18, on the Human Rights Commission.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

SANDERS, THERESA

gochoa@spokanecity.org

Additional ApprovalsPurchasing

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	ORD C35232
<u>Renews #</u>	

<u>Submitting Dept</u>	FINANCE	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	TIM DUNIVANT 625-6845	<u>Project #</u>	
<u>Contact E-Mail</u>	TDUNIVANT@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Emergency Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0410 - ACCT HIRE AHEAD POSITION		

Agenda Wording

Amending Ordinance No. C-35185 and appropriating funds in the Accounting Services Fund, FROM: Interfund Finance, \$22,500; TO: Various Accounts, same amount. This action creates a hire-ahead Accountant II position due to a pending retirement.

Summary (Background)

This action creates a hire-ahead Accountant II position due to a pending retirement. The hire-ahead will allow for a brief transition/training period in the Utility Accounting Division. The vacated position will be eliminated once the retirement occurs in May, 2015.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 22,250	#	5600-30210-99999-34914-99999
Expense	\$ 22,250	#	Various Accounts - See Ordinance
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	Finance Committee
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	cmarchand@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	kbustos@spokanecity.org	
<u>Additional Approvals</u>		tdunivant@spokanecity.org	
<u>Purchasing</u>		lwilliams@spokanecity.org	

ORDINANCE NO C35232

An ordinance amending Ordinance No. C-35185, passed the City Council November 24, 2014, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2015 budget Ordinance No. C-35185, as above entitled, and which passed the City Council November 24, 2014, it is necessary to make changes in the appropriations of the Accounting Services Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Accounting Services Fund, and the budget annexed thereto with reference to the Accounting Services Fund, the following changes be made:

FROM:	5600-30210	Accounting Services Fund	
	99999-34914	Interfund Finance	<u>\$ 22,250</u>
TO:	5600-76310	Accounting Services Fund	
	14230-01110	Accountant II	16,000
		(from 3 to 4 positions)	
	14230-52110	Social Security	1,200
	14230-52210	Retirement	1,300
	14230-52310	Medical	3,000
	14230-52320	Dental	300
	14230-51640	Deferred Compensation	450
			<u>\$ 22,250</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create a hire ahead Accountant position due to a pending retirement in the department, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

02/23/2015

Date Rec'd

2/11/2015

Clerk's File #

ORD C35233

Renews #Submitting Dept

INFORMATION TECHNOLOGY

Cross Ref #Contact Name/Phone

MICHAEL 625-6468

Project #Contact E-Mail

MSLOON@SPOKANECITY.ORG

Bid #Agenda Item Type

Emergency Budget Ordinance

Requisition #Agenda Item Name

5300 MAIL COURIER

Agenda Wording

Amending Ordinance No. C-35185 and appropriating funds in the IT Fund, FROM: Unappropriated Reserves, \$66,744.00; TO: Various Accounts, same amount. This action creates a Mail Courier position in the IT Dept. effective March 1, 2015.

Summary (Background)

To create a new Mail Courier position in the IT Department that will be assigned to the Mail Center, effective March 1, 2015. The primary function of this position will be involving the collection and delivery of documents and other items between offices or departments outside of City Hall.

Fiscal ImpactBudget Account

Expense \$ 66,744.00

# Various Accounts - See Ordinance

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SLOON, MICHAEL

Study Session

Finance, Feb. 2, 2015

Division Director

DUNIVANT, TIMOTHY

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

WHALEY, HUNT

Accounting - kbustos@spokanecity.org

For the Mayor

SANDERS, THERESA

Contract Accounting - mlesense@spokanecity.org

Additional Approvals

Legal - hwhaley@spokanecity.org

Purchasing

Purchasing - cwahl@spokanecity.org

IT - jhamilton@spokancity.org

Taxes &amp; Licenses

ORDINANCE NO C35233

An ordinance amending Ordinance No. C-35185, passed the City Council November 24, 2014, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2015 budget Ordinance No. C-35185, as above entitled, and which passed the City Council November 24, 2014, it is necessary to make changes in the appropriations of the IT Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the IT Fund, and the budget annexed thereto with reference to the IT Fund, the following changes be made:

FROM:	5300-99999	IT Fund	
	99999-	Unappropriated Reserves	<u>\$ 66,744</u>
TO:	5300-73700	IT Fund	
	18880-05000	Mail Courier	39,546
	18880-51640	Deferred Compensation	1,200
	18880-52110	Social Security	3,025
	18880-52210	Retirement	3,263
	18880-52310	Medical	18,000
	18880-52320	Dental	1,380
	18880-52330	Life Insurance	236
	18880-52400	Industrial Insurance	70
	18880-54602	Retirees' Insurance Benefit	24
			<u>\$ 66,744</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget new funding that will be used to create a Mail Courier position, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

02/23/2015

Date Rec'd

2/11/2015

Clerk's File #

ORD C35234

Renews #Submitting Dept

PARKS &amp; RECREATION

Cross Ref #Contact Name/Phone

LEROY EADIE 625-6204

Project #Contact E-Mail

LEADIE@SPOKANECITY.ORG

Bid #Agenda Item Type

Emergency Budget Ordinance

Requisition #Agenda Item Name

1400 PARKS IMPROVEMENT BONDS 2015

Agenda Wording

An ordinance amending Ordinance No. C-35185 in order to make changes in the appropriations of the Capital Improvements 2015 Park Fund.

Summary (Background)

The following changes to be made to the Capital Improvements 2015 Park Fund FROM: 3346-99999-99999-39110 Capital Improvements 2015 Park Fund GO Bonds in the amount of \$59,277,935 and 3346-99999-39210 Premium on Bonds Sold TO: 3346-49541-94000-56501 Capital Improvements 2015 Park Fund Construction of fixed assets and 3346-92000-58400 Cost of Issuance

Fiscal ImpactBudget Account

Expense \$ 59277935.00

# 3346-99999-99999-39110

Expense \$ 5451917.00

# 3346-99999-99999-39210

Revenue \$ 64588852.00

# 3346-49541-94000-56501

Revenue \$ 141000.00

# 3346-49541-92000-58400

ApprovalsCouncil NotificationsDept Head

EADIE, LEROY

Study SessionDivision DirectorOtherFinance

LESESNE, MICHELE

Distribution ListLegal

DALTON, PAT

lvanzandt@spokanecity.org

For the Mayor

CODDINGTON, BRIAN

lharvey@spokanecity.org

Additional Approvals

jsinisterra@spokanecity.org

Purchasing

ORDINANCE NO C35234

An ordinance amending Ordinance No. C-35185, passed the City Council November 24, 2014, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2015, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2015, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2015 budget Ordinance No. C-35185, as above entitled, and which passed the City Council November 24, 2014, it is necessary to make changes in the appropriations of the Capital Improvements 2015 Park Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Capital Improvements 2015 Park Fund, and the budget annexed thereto with reference to the Capital Improvements 2015 Park Fund, the following changes be made:

FROM:	3346-99999	Capital Improvements 2015 Park Fund	
	99999-39110	GO Bonds	59,277,935
	99999-39210	Premium on Bonds Sold	5,451,917
			<u>\$ 64,729,852</u>
TO:	3346-49541	Capital Improvements 2015 Park Fund	
	94000-56501	Construction of Fixed Assets	64,588,852
	92000-58400	Cost of Issuance	<u>141,000</u>
			<u>\$ 64,729,852</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to establish a budget for the 2015 Parks Capital Improvement Bonds, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	RES 2015-0016
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	STUCKART, 6254	<u>Project #</u>	
<u>Contact E-Mail</u>	JSNYDER@SPOKANECITY.ORG,	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 RESOLUTION RE PURPLE HEART CITY		

Agenda Wording

A resolution designating the City of Spokane as a Purple Heart City.

Summary (Background)

This resolution designates the City of Spokane as a Purple Heart City, honoring the service and sacrifice of our nation's men and women in uniform wounded or killed while serving to protect the freedoms enjoyed by all Americans.

<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>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2015-0016

A resolution designating the City of Spokane as a Purple Heart City.

WHEREAS, the people of the City of Spokane have great admiration and gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities, and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women who have served in the Armed Forces have been vital in creating a vibrant, strong community and preserving the freedoms and way of life cherished by our citizens; and

WHEREAS, many men and women in uniform have given their lives in service to this country; and

WHEREAS, many men and women in our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with enemy force.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Spokane hereby proclaims the City of Spokane as a Purple Heart City, the first City in the State of Washington so designated, honoring the service and sacrifice of our nation's men and women in uniform wounded or killed while serving to protect the freedoms enjoyed by all Americans.

ADOPTED by the City Council this \_\_\_\_\_ of February, 2015.

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

Approved as to form:

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

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	RES 2015-0017
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CHUCK 625-6524	<u>Project #</u>	
<u>Contact E-Mail</u>	CCONKLIN@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	4490 SOLE SOURCE RESOLUTION DRESSER RAND		

Agenda Wording

A resolution declaring DRESSER RAND COMPANY (Seattle) a sole source for the maintenance, service, and product supplies necessary for the Condensing Steam Turbine Generator Drive Package for the WTE Facility.

Summary (Background)

DRESSER RAND COMPANY possesses the design, fabrication and manufacturing information required to supply maintenance, service and parts to the Turbine at the WTE. The Company can readily respond to maintenance requests for the Turbine. The Turbine is an integral part of the 24 hr/7 day a week operation of the WTE Facility and an interruption in service would likely cause an outage if it were to break down and maintenance/parts were not readily available. Recommend approval of this resolution.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 108,700	#	4490-44100-37148-54803
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PWC 1/12/2015
<u>Division Director</u>	GIMPEL, KEN	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	ttauscher@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	lbutz@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal Department  
January 12, 2015

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Subject

Resolution declaring Dresser Rand Company a sole source for maintenance, service, and product supplies necessary for the Condensing Steam Turbine Generator Drive Package.

Background

The Condensing Steam Turbine Generator Drive Package, Serial #D0823, was supplied to the Waste to Energy Facility in 1990. Dresser Rand Company possesses the design, fabrication and manufacturing information required to supply maintenance, service, and parts to the Turbine and can readily respond to maintenance requests.

Impact

The Turbine is an integral part of the 24hr/7 day a week operation of the Waste to Energy Facility, and an interruption in service would likely cause an outage if it were to break down and maintenance/parts were not readily available.

Action

Request approval.

Funding

Funding is included in the 2015 operation and maintenance budget.

RESOLUTION 2015-0017

A resolution declaring Dresser Rand Company (Seattle, WA) a sole source for the maintenance, service, and product supplies necessary for the Condensing Steam Turbine Generator Drive Package, Serial #D0823 supplied to the Waste to Energy Facility in 1990.

WHEREAS, the Waste to Energy Facility is a 24 hr/7 day a week facility and if something goes wrong with the Turbine immediate services will be needed; and

WHEREAS, Dresser Rand Company possesses the design, fabrication and manufacturing information required to supply such maintenance, service and parts to this Turbine; and

WHEREAS, Dresser Rand Company can readily respond to maintenance requests for the Turbine, as the Turbine is an integral part of the 24 hr/7 day a week operation of the Waste to Energy Facility and an interruption in service would likely cause an outage if it were to break down and maintenance/parts not be readily available; and

WHEREAS, the cost of the products and related services exceeds the 2015 public bid limit of \$48,400; -- Now, Therefore,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares Dresser Rand Company a sole source for the maintenance, service and product supplies necessary for the Condensing Steam Turbine Generator Drive Package at an estimated cost of \$100,000.00 per year. This Resolution shall be reviewed and updated in five (5) years or sooner if a different brand of equipment is procured.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Approved as to form:

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

BRIEFING PAPER  
Public Works Committee  
Solid Waste Disposal  
January 26, 2015

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Subject

Contract with Dresser Rand Company of Seattle for maintenance, service, and product supplies necessary for the Condensing Steam Turbine Generator Drive Package at the Waste to Energy Facility.

Background

The Condensing Steam Turbine Generator Drive Package, Serial #D0823, was supplied to the waste to energy in 1990. Dresser Rand Company possesses the design, fabrication and manufacturing information required to supply maintenance, service, and parts to the Turbine and can readily respond to maintenance requests. Should the turbine not be working properly, service would be needed immediately. Dresser Rand Company can readily respond to maintenance requests.

The term of this contract is through January 31, 2016, for a total not to exceed \$100,000.00.

Impact

The Turbine is an integral part of the 24hr/7 day a week operation of the Waste to Energy Facility, and an interruption in service would likely cause an outage if it were to break down and maintenance/parts were not readily available. Maintaining the turbine in good working order is essential, as the cost of repair or replacement would be very high, and the loss of electricity generation would result in a loss of revenue.

Action

Request approval.

Funding

Funding is included in the 2015 operation and maintenance budget.

## CONTRACT

THIS CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and DRESSER RAND COMPANY, whose address is 225 South Lucille Street, Seattle, Washington 98108, 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 MAINTENANCE, SERVICE, AND PRODUCT SUPPLIES NECESSARY FOR THE CONDENSING STEAM TURBINE GENERATOR DRIVE PACKAGE, Serial #D0823 supplied to the Waste to Energy Facility in 1990.
2. CONTRACT DOCUMENTS. This Contract, the request for bids other than as expressly excepted to in the Contractor's bid proposal, and the Contractor's bid proposal constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with the Solid Waste Department, Waste To Energy Facility, Spokane, Washington, and are incorporated into this Contract by reference as if they were set forth at length.
3. TIME OF PERFORMANCE. The Contract shall begin upon signature by both parties and run through January 31, 2016. This Sole Source Contract has the possibility of four (4) one-year Contract renewals/extensions, upon mutual agreement of the parties.
4. TERMINATION. The City may, without cause, terminate this Contract at any time with providing thirty (30) days written notice to the Contractor. 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.
5. COMPENSATION. The City will pay ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
6. 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.
7. PAYMENT. The Contractor will send its applications for payment to the Waste To Energy Facility, 2900 South Geiger Boulevard, Spokane, Washington 99224. 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.

8. **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 including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

9. **INDEMNIFICATION.**

A. The Contractor is an independent contractor and not the agent or employee of the City. No liability shall attach to the City for entering into this Contract or because of any act or omission of the Contractor except as expressly provided.

B. 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 agents 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.

C. **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 \$1,500,000 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 two (2) years 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 his performance under this Contract. This warranty is in addition to any manufacturer's or other warranty in the contract documents.

13. WAGES. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages"

shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

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.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:

- a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. 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.

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

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

20. 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.

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

22. 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.

23. 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.

24. 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.

25. 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 Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

26. CONTRACTOR'S ACKNOWLEDGEMENT. The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

27. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_

\_\_\_\_\_

City Clerk

Assistant City Attorney

Dated: \_\_\_\_\_

DRESSER RAND COMPANY

Email Address, if available: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachments that are a part of  
this Contract:

Payment Bond  
Performance Bond

15-425

PAYMENT BOND

We, DRESSER RAND COMPANY , as principal, and, \_\_\_\_\_ as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials for the MAINTENANCE, SERVICE, AND PRODUCT SUPPLIES NECESSARY FOR THE CONDENSING STEAM TURBINE GENERATOR DRIVE PACKAGE. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_.

DRESSER RAND COMPANY, AS  
PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

A valid POWER OF ATTORNEY \_\_\_\_\_

for the Surety's agent must  
accompany this bond.

AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

STATE OF WASHINGTON )  
 ) .ss  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
 \_\_\_\_\_ signed this document; on oath  
 stated that he/she was authorized to sign the document and acknowledged it as the agent  
 or representative of the named Surety company which is authorized to do business in the  
 State of Washington, for the uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

Assistant City Attorney



PERFORMANCE BOND

We, DRESSER RAND COMPANY , as principal, and, \_\_\_\_\_ as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all work and furnish all materials for the MAINTENANCE, SERVICE, AND PRODUCT SUPPLIES NECESSARY FOR THE CONDENSING STEAM TURBINE GENERATOR DRIVE PACKAGE. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the Surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on \_\_\_\_\_

DRESSER RAND COMPANY, AS  
PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

A valid POWER OF ATTORNEY  
for the Surety's agent must

By: \_\_\_\_\_

accompany this bond.

Its Attorney in Fact

[illegible]

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
 \_\_\_\_\_ signed this document; on oath  
 stated that he/she was authorized to sign the document and acknowledged it as the agent  
 or representative of the named Surety company which is authorized to do business in the  
 State of Washington, for the uses and purposes mentioned in this document.

DATED on \_\_\_\_\_.

Signature of Notary

My appointment expires \_\_\_\_\_

Approved as to form:

Assistant City Attorney

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

02/23/2015

Date Rec'd

2/11/2015

Clerk's File #

RES 2015-0018

Renews #Submitting Dept

POLICE

Cross Ref #Contact Name/Phone

RICK DOBROW 625-4115

Project #Contact E-Mail

RDOBROW@SPOKANEPOLICE.ORG

Bid #Agenda Item Type

Resolutions

Requisition #

CR 15161

Agenda Item Name

0680-SOLE SOURCE RESOLUTION AND CONTRACT

Agenda Wording

Contract with Stephen James (Washington State University: Pullman, WA) for consulting work on training issues relating to use of force, crisis intervention, and leadership development. Cost-\$76,140

Summary (Background)

Stephen James will work with SPD's Executive Team, Director of Training, Office of Professional Accountability, Department of Justice, consultants, staff, and the to facilitate full implementation of DOJ recommendations. Additionally, he will research the validation opportunities between WSU and SPD. Cost-\$76,140

Fiscal ImpactBudget Account

Expense \$ 76,140.00

# 0680-11300-21400-54201-68023

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DOBROW, RICK

Study Session

12/15/14

Division Director

DOBROW, RICK

OtherFinance

LESESNE, MICHELE

Distribution ListLegal

WHALEY, HUNT

ewade

For the Mayor

SANDERS, THERESA

slynds

Additional Approvals

achirowamangu

Purchasing

contract accounting

**Briefing Paper**  
**Spokane Police Department**  
**Stephen James – WSU Consultant**  
**December 15, 2014**

---

**Subject**

Contract with Stephen James (Washington State University) for consulting work on training issues relating to use of force, crisis intervention, and leadership development.

**Background**

Discussions between SPD and the Department of Justice COPS Office Technical Assistance Program indicate a need for enhanced training in the above areas. The COPS Office will release their findings and recommendations related to training and tactics on December 19, 2014 with the expectation that SPD will implement all recommendations.

**Impact**

The 2015 consulting contract will be from February 1, 2015 to January 31, 2016. The maximum amount of the contract is \$76,140.00. \$5,000.00 payments will be made on a monthly basis (\$60,000.00). The remainder of the funds - \$16,140.00 will be for benefits.

Stephen James will work with SPD's Executive Team, Director of Training, Office of Professional Accountability, Department of Justice, consultants, staff, and the to facilitate full implementation of DOJ recommendations. Additionally, he will research the validation opportunities between WSU and SPD.

**Action:** Approve Contract for Consulting Services for a maximum \$76,140.00.

## RESOLUTION NO. 2015-0018

A Resolution declaring Washington State University (WSU) Professor Stephen James as a sole source and thus authorizing a Personal Services Contract with the Spokane Police Department (SPD) at an estimated annual cost of \$76,140, excluding taxes if applicable.

WHEREAS, SPD has been involved in research with Washington State University's Simulated Hazardous Operational Tasks Lab for several years; and

WHEREAS, SPD would like to expand research specifically in the areas of:

- Use of Force
- Fatigue
- Stress
- Officer Performance
- Crisis Intervention; and

WHEREAS, on December 19, 2014 the Department of Justice (DOJ) released its Findings and Recommendations related to SPD. Finding number twenty (20) states: 'SPD does not capture department-wide (training) trends, which could highlight problem areas that need to be addressed more thoroughly'. DOJ recommended 'SPD should develop a data collection and evaluation capacity for training conducted throughout the Department and should use the data captured to identify and proactively address training deficiencies'; and

WHEREAS, Professor Stephen James has been a faculty member employed by WSU since 2009, and engaged in numerous academic research projects; and

WHEREAS, Professor Stephen James has been a member of the Mental Health Steering Committee for two (2) years, and has played a critical role in the empirical research performed in the lab since 2009. Professor Stephen James research has provided critical information to the ongoing development and implementation of SPD's basic and advanced crisis intervention training; and

WHEREAS, Professor Steven James and the WSU lab have several research projects with Washington Criminal Justice Training Council (CJTC). This shared relationship with Washington CJTC will directly benefit Spokane's hosting of the Basic Law Enforcement Academy (BLEA) beginning in January 2015, as well as other joint SPD – CJTC – WSU projects; and

WHEREAS, Professor Steven James and the WSU lab have worked closely with SPD on the NIJ Deadly Force Metric Development project in the Summer of 2009. In addition, the two (2) agencies have worked on the Military Tactical Social Interaction project as well as the Crisis Intervention Training Metric Development project; and

WHEREAS, Professor Stephan James has an unmatched combination of advanced academic research experience, combined with his experience as a military officer in international conflict situations working with diverse cultures; and

WHEREAS, Using his academic and military experience Professor Stephan James has developed state of the art law enforcement training regarding crisis intervention and tactical intervention techniques; and

WHEREAS, Professor Stephan James brings an unmatched skill set to the SPD and provides a unique ability to strengthen and expand research projects between SPD and WSU as well as improve SPD's training capabilities, the SPD requests the City award a sole source contract to him; and

WHEREAS, the 2014 public bid limit for the purchase of goods is \$47,400.00;

-- Now, Therefore,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares Washington State University (WSU) Professor Stephen James as a sole source, at an estimated annual cost of \$76,140, excluding taxes if applicable.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Approved as to form:

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

STAFF ASSIGNMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and WASHINGTON STATE UNIVERSITY (WSU), an institute of higher education and an agency of the State of Washington, as "University".

The parties agree as follows:

1. DESCRIPTION OF WORK. University staff: STEPHEN JAMES shall ASSIST THE SPOKANE POLICE DEPARTMENT (SPD) IN DEVELOPING TRAINING CAPABILITIES TO IMPROVE OFFICER SAFETY AND WELLBEING, BETTER SERVE THE COMMUNITY AND MEET THE RECOMMENDATIONS SET FORTH BY THE U.S. DEPARTMENT OF JUSTICE (DOJ) REVIEW.
2. CONTRACT TERM. The Agreement shall begin on February 1, 2015 and end on January 31, 2016 unless terminated earlier.
3. COMPENSATION. The City shall reimburse Washington State University for Stephen James salary and benefits for a maximum total amount not to exceed SEVENTY SIX THOUSAND ONE HUNDRED FORTY AND NO/100 DOLLARS (\$76,140.00), as full compensation for the services provided under this Agreement. This Compensation amount includes Stephen James commitment to the City of forty (40) hours per week, which constitutes a full time engagement obligation during the term of this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 1 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.
4. PAYMENT. The University shall submit invoices for payment to the Spokane Police Department, Administration Office, 1100 West Mallon Avenue, Spokane, Washington 99260. Payment will be made within thirty (30) days after receipt of the University's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the University 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.

*City payments shall be sent and made payable to:*

Washington State University  
Attn: Sponsored Program Services  
P.O. Box 641025  
Pullman, WA  
99164-1025



5. PUBLICATION.

- A. University reserves the right to publish or permit to be published by Stephen James the results of research undertaken by Stephen James outside the terms of this Agreement in accordance with the university's policies set forth in the WSU Faculty Manual.
- B. City reserves the right to publish or permit to be published by Stephen James the results of any research undertaken pursuant to the terms of this Agreement while Stephen James is under the direction and control of the City.

6. PUBLICITY. City shall not include the name of Washington State University (WSU), Washington State University Foundation or any of either entity's trademarks in any advertising, sales promotion, or other publicity matter without prior written approval of the President of the University or his or her designee.

7. TERMINATION. Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the University for all work previously authorized and performed prior to the termination date.

8. STANDARD OF PERFORMANCE. The standard of performance applicable to agreed upon services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

9. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to University shall be safeguarded by the University. The University shall make such data, documents and files available to the City upon the City's request.

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

11. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this Agreement.

12. INDEMNIFICATION. It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and City grants no rights to any other persons or parties. No joint venture or partnership is contemplated, created or formed as a result of this Agreement. University, its agents, successors and assigns, to the extent allowed by law, shall protect, defend, indemnify, and hold harmless the City, its officers, employees and agents from any and all claims, actions, costs, judgments, awards of damages and/or expenses of any nature whatsoever, arising out of, or in any way resulting from, the negligent acts or omissions of the University, its subcontractors,

agents, licensees, invitees, volunteers, or employees or any other person or party connected with the any acts or activities under this Agreement. University agrees that its obligations under this indemnification shall extend to any claim, demand, and/or cause of action brought by, or on behalf, or any of its employees or agents. This Agreement to indemnify is a separate agreement, shall survive any foreclosure action, attempted transfer or the like, is a legal obligation, and action may be brought thereon independently of any other remedy at law, equity or otherwise provided for.

13. INSURANCE. During the term of the Agreement, the University warrants that the University is Self-Insured, University shall maintain in force this Self Insurance at its own expense and will provide a Certificate of Insurance (COI) to the City delineating the limits of University's Self Insurance coverage.

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 University or its insurer(s) to the City.

14. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, 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. The Contractor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Contractor.

15. 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 University 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 University 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.

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

17. AUDIT / RECORDS. The University and its sub-recipients shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The University and its sub-recipients 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 Agreement, the federal law shall prevail.

18. MISCELLANEOUS PROVISIONS.

- A. ASSIGNMENTS. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this Agreement shall continue to be in full force and effect.
- B. DISPUTES. This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.
- C. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.
- D. AMENDMENTS. This Agreement may be amended at any time by mutual written agreement.

Dated: \_\_\_\_\_

CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

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

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

Dated: \_\_\_\_\_

WASHINGTON STATE UNIVERSITY

E-mail Address, if available:  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	RES 2015-0019
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2010165
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0370 - ASSESSMENT SEGREGATION - HAVEN / OLIVE / FISKE		

Agenda Wording

Assessment Segregation for Haven Street from vacated Riverside Avenue to Olive Avenue; Olive Avenue from Haven Street to Fiske Street; Fiske Street from Olive Avenue to Alki Ave. (Playfair LID).

Summary (Background)

The attached Resolution provides for the segregation of County Assessor's Parcel Number 35166.0036 for the above project.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 76.00	#	5600 76600 99999 34142 99999
Revenue	\$ 76.00	#	0370 41530 99999 34581 99999
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kbustos@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		mmyers@spokanecity.org	
		creed@spokanecity.org	

**RESOLUTION 2015-0019**

WHEREAS, in accordance with RCW 35.44.410, a local improvement assessment may be segregated only by resolution of the City Council; and

WHEREAS, said resolution must set forth certain information as required by law;

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City Treasurer is hereby directed to amend the assessment roll of Local Improvement District No. 2010165, for the improvement of Haven Street from vacated Riverside Avenue to Olive Avenue; Olive Avenue from Haven Street to Fiske Street; Fiske Street from Olive Avenue to Alki Avenue (Playfair LID) and to segregate County Assessor's Parcel Number 35166.0036, in the amount of \$173,647.88.

2. The original assessment was levied on the County Assessor's Parcel Number as follows:

A parcel of land located in the Southwest Quarter, Section 15, and the Southeast Quarter, Section 16, Township 25 North, Range 43 East. A portion of "Parcel B" as shown on the Amended Record of Survey filed in Book 131 of Surveys, at Pages 52A and 53A, Records of Spokane County, being further described as: (See attached Exhibit 1)	\$173,647.88
--	--------------

3. The above described property shall be divided and the assessment segregated as follows:

A parcel of land located in the Southwest Quarter, Section 15, and the Southeast Quarter, Section 16, Township 25 North, Range 43 East. The east 368.24 feet of Parcel 5 of Record of Survey filed in Book 147 of Surveys, page 76, records of Spokane County, Washington and also a portion of Parcel "B" as shown on the Amended Record of Survey filed in Book 131 of Surveys, at Pages 52A and 53A, Records of Spokane County, being further described as: (See attached Exhibit 3)	\$61,818.64
---	-------------

A parcel of land located in the Southwest Quarter, Section 15, and the Southeast Quarter, Section 16, Township 25 North, Range 43 East. Parcel 5 of Record of Survey filed in Book 147 of Surveys, Page 76, records of Spokane County, Washington	<u>\$111,829.24</u>
---	---------------------

and also a portion of Parcel "B" as shown on the Amended Record of Survey filed in Book 131 of Surveys, at Pages 52A and 53A, Records of Spokane County, being further described as: (See attached Exhibit 4)

\$173,647.88

4. The City Council orders and approves this segregation and finds that such segregation will not jeopardize the security of the lien for such assessment.

5. In addition to the administrative fee charged for such segregation, the City Council orders that the person requesting the segregation be required to pay the reasonable engineering and clerical costs incurred by the City as a condition to the order of segregation.

Adopted by the City Council \_\_\_\_\_.

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

Approved as to form:

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

## ***EXISTING PROPERTY DESCRIPTION***

A parcel of land located in the Southwest Quarter, Section 15, and the Southeast Quarter, Section 16, Township 25 North, Range 43 East, Willamette Meridian, Spokane County, Washington, more particularly described as follows:

A portion of "Parcel B" as shown on the Amended Record of Survey filed in Book 131 of Surveys, at Pages 52A and 53A, Records of Spokane County, being further described as:

COMMENCING at the Southeasterly corner, said "Parcel B", at the intersection of the east line thereof with the westerly right-of-way line of Haven Street; thence N00°08'48"E, along said Easterly line, of said "Parcel B", and said Westerly right-of-way line of Haven Street, a distance of 397.51 feet to the True Point of Beginning for this description; thence N89°53'27"W a distance of 289.62 feet to the beginning of a non-tangent curve concave Southwesterly, from which the radius point thereof bears S48°58'11"W a distance of 57.00 feet; thence, Northwesterly along said curve, through a central angle of 12°59'00", a distance along the arc of 12.92 feet to the beginning of a non-tangent curve concave Southwesterly, from which the radius point thereof bears S87°51'31"W a distance of 143.00 feet; thence, Northwesterly along said curve, through a central angle of 68°38'27", a distance along the arc of 171.31 feet; thence, N00°07'56"E a distance of 59.14 feet; thence N89°46'39"W a distance of 450.56 feet; thence N00°14'01"E a distance of 43.65 feet; thence N89°59'46"W a distance of 582.80 feet; thence N00°08'28"E a distance of 334.94 feet; thence S89°51'43"E a distance of 1428.65 feet to a point of the westerly right-of-way line of Haven Street; thence S00°08'48"W, along said Westerly right-of-way line, a distance of 575.02 feet; thence N89°46'39"W a distance of 27.09 feet to the True Point of Beginning;  
(contains 13.37 acres)



Founded 1946

***Simpson Engineers, Inc.***

CIVIL ENGINEERS & LAND SURVEYORS

N. 909 ARGONNE ROAD, SPOKANE VALLEY WA., 99212-2789

PHONE (509) 926-1322

FAX (509) 926-1323

P:\Projects\16001-16500\16261-LBSTONE\dwg\16261-LBSTONE.dwg 11/21/2014 2:00:56 PM

5

— EXHIBIT 1 —





## PROPERTY DESCRIPTION

### PARCEL "A":

A parcel of land located in the Southwest Quarter, Section 15, and the Southeast Quarter, Section 16, Township 25 North, Range 43 East, Willamette Meridian, Spokane County, Washington, more particularly described as follows:

The East 368.24 feet of Parcel 5 of Record of Survey filed in Book 147 of Surveys, page 76, records of Spokane County, Washington and also A portion of Parcel "B" as shown on the Amended Record of Survey filed in Book 131 of Surveys, at Pages 52A and 53A, Records of Spokane County, being further described as:

COMMENCING at the Southeasterly corner of "Parcel B", per Record of Survey filed in book 131 of Surveys, pages 52A and 53A, at the intersection of the east line thereof with the westerly right-of-way line of Haven Street; thence N00°08'48"E, along said Easterly line, of said "Parcel B", and said Westerly right-of-way line of Haven Street, a distance of 397.51 feet to the Point of Beginning for this description; thence N89°53'27"W a distance of 289.62 feet to the beginning of a non-tangent curve concave Southwesterly, from which the radius point thereof bears S48°58'11"W a distance of 57.00 feet; thence, Northwesterly along said curve, through a central angle of 12°59'00", an arc distance of 12.92 feet to the beginning of a non-tangent curve concave Southwesterly, from which the radius point thereof bears S87°51'31"W a distance of 143.00 feet; thence, Northwesterly along said curve, through a central angle of 68°38'27", an arc distance of 171.317 feet; thence, N00°07'56"E, a distance of 59.14 feet; thence S89°46'39"E a distance of 27.09 feet to a point 368.24 feet West of the West right-of-way line of Haven Street; thence N00°08'48"E, parallel with said West line, a distance of 377.93 feet to the North line of said Parcel 5; thence S89°51'43"E a distance of 368.24 feet to a point on the Westerly right-of-way line of Haven Street; thence S00°08'48"W, along said Westerly right-of-way line, a distance of 575.02 feet to the True Point of Beginning.  
(contains 4.76 acres)



## PROPOSED

 Founded 1946  
**Simpson Engineers, Inc.**

CIVIL ENGINEERS & LAND SURVEYORS  
N. 909 ARGONNE ROAD, SPOKANE VALLEY WA., 99212-2789  
PHONE (509) 926-1322 FAX (509) 926-1323

- EXHIBIT 3 -

## PROPERTY DESCRIPTION

### PARCEL "B":

A parcel of land located in the Southwest Quarter, Section 15, and the Southeast Quarter, Section 16, Township 25 North, Range 43 East, Willamette Meridian, Spokane County, Washington, more particularly described as follows:

Parcel 5 of Record of Survey filed in Book 147 of Surveys, page 76, records of Spokane County, Washington and also A portion of Parcel "B" as shown on the Amended Record of Survey filed in Book 131 of Surveys, at Pages 52A and 53A, Records of Spokane County, being further described as:

COMMENCING at the Southeasterly corner of "Parcel B", per Record of Survey filed in Book 131 of Surveys, Pages 52A and 53A, at the intersection of the east line thereof with the westerly right-of-way line of Haven Street; thence N00°08'48"E, along said Easterly line, of said "Parcel B", and said Westerly right-of-way line of Haven Street, a distance of 397.51 feet; thence N89°53'27"W a distance of 289.62 feet to the beginning of a non-tangent curve concave Southwesterly, from which the radius point thereof bears S48°58'11"W a distance of 57.00 feet; thence, Northwesterly along said curve, through a central angle of 12°59'00", an arc distance of 12.92 feet to the beginning of a non-tangent curve concave Southwesterly, from which the radius point thereof bears S87°51'31"W a distance of 143.00 feet; thence, Northwesterly along said curve, through a central angle of 68°38'27", an arc distance of 171.31 feet; thence, N00°07'56"E a distance of 59.14 feet to the Point of Beginning; thence N89°46'39"W a distance of 450.56 feet; thence N00°14'01"E a distance of 43.65 feet; thence N89°59'46"W a distance of 582.80 feet; thence N00°08'28"E a distance of 334.94 feet; thence S89°51'43"E a distance of 1060.41 feet; thence S00°08'48"W, parallel with the Westerly right-of-way line of Haven Street, a distance of 377.93 feet; thence N89°46'39"W a distance of 27.09 feet to the Point of Beginning; (contains 8.61 acres)



## PROPOSED



Founded 1946

**Simpson Engineers, Inc.**

CIVIL ENGINEERS & LAND SURVEYORS

N. 909 ARGONNE ROAD, SPOKANE VALLEY WA., 99212-2789

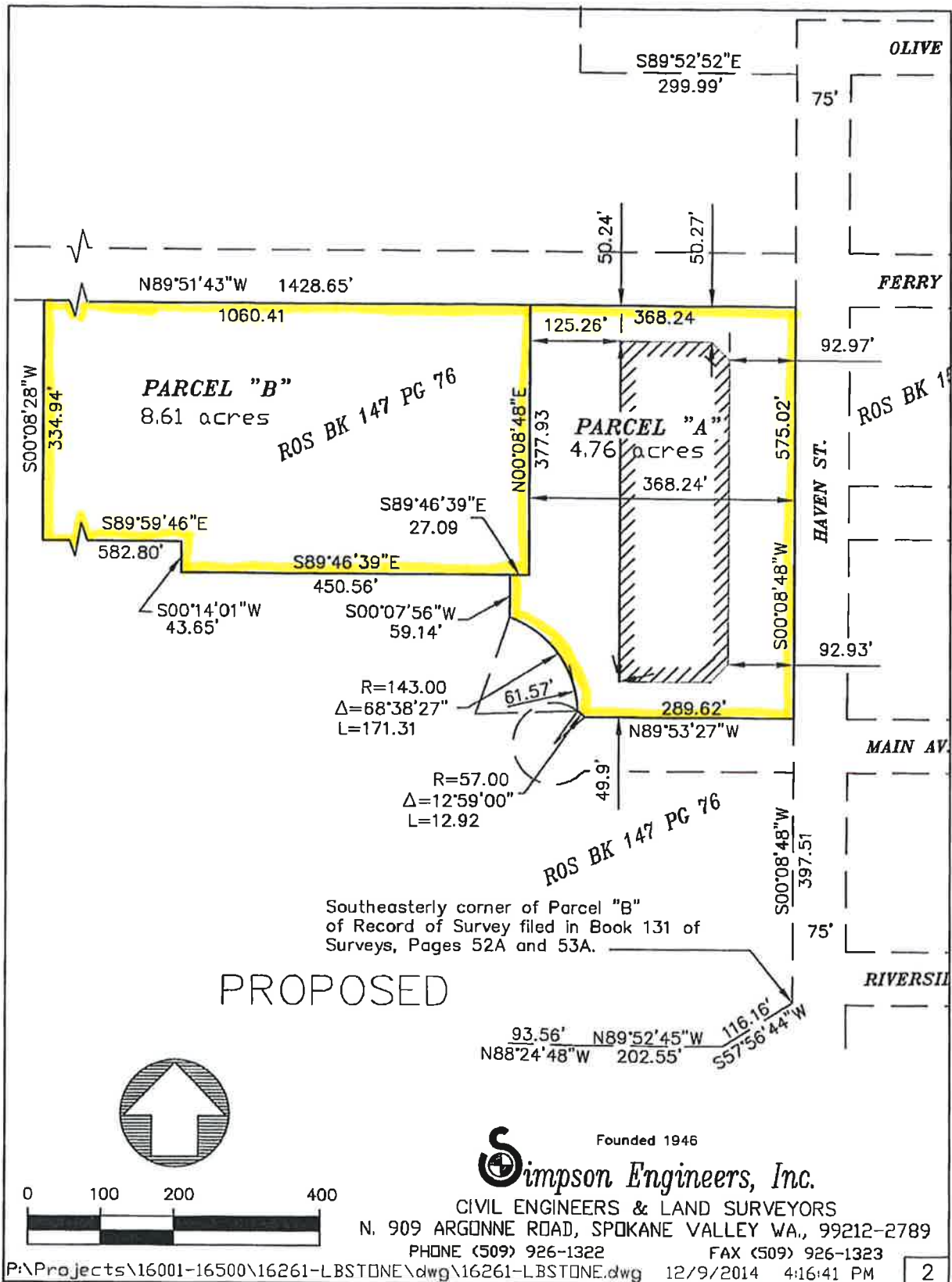
PHONE (509) 926-1322

FAX (509) 926-1323

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4

— EXHIBIT 4 —



- EXHIBIT 5 -

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

02/23/2015

<u>Date Rec'd</u>	2/11/2015
<u>Clerk's File #</u>	RES 2015-0020
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2006138
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0370 - ASSESSMENT SEGREGATION - REBECCA ST / MYRTLE ST / FLORIDA ST		

Agenda Wording

Assessment Segregation for the improvement of Rebecca Street from Rich Avenue to Wellesley Avenue; Myrtle Street from Rich Avenue to Wellesley Avenue; and Florida Street from Rich Avenue to Wellesley Avenue.

Summary (Background)

The attached Resolution provides for the segregation of County Assessor's Parcel Number 35031.0614 for the above project.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Revenue	\$ 76.00	#	5600 76600 99999 34142 99999
Revenue	\$ 76.00	#	0370 41530 99999 34581 99999
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kbustos@spokanecity.org	
<u>Additional Approvals</u>		mlesesne@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		mmyers@spokanecity.org	
		creed@spokanecity.org	

**RESOLUTION 2015-0020**

WHEREAS, in accordance with RCW 35.44.410, a local improvement assessment may be segregated only by resolution of the City Council; and

WHEREAS, said resolution must set forth certain information as required by law;

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane:

1. The City Treasurer is hereby directed to amend the assessment roll of Local Improvement District No. 2006138, for the improvement of Rebecca Street from Rich Avenue to Wellesley Avenue; Myrtle Street from Rich Avenue to Wellesley Avenue; and Florida Street from Rich Avenue to Wellesley Avenue and to segregate County Assessor's Parcel Number 35031.0614, in the amount of \$5,447.65.

2. The original assessment was levied on the County Assessor's Parcel Number as follows:

35031.0614 - Hillyard Orchard Heights the East 51 feet of Lot 16, Block 6 Except the South 116 feet, Lot 17 except the South 116 feet of the West 7 feet, & all of Lot 18, Block 6	\$5,447.65
---	------------

3. The above described property shall be divided and the assessment segregated as follows:

Parcel A – Hillyard Orchard Heights Lot 18, Block 6	\$3,728.47
--	------------

Parcel B – Hillyard Orchard Heights, the East 51 feet of Lot 16, Block 6 Except the South 116 feet, & Lot 17 except the South 116 feet of the West 7 feet	<u>\$1,665.18</u>
--	-------------------

\$5,447.65

4. The City Council orders and approves this segregation and finds that such segregation will not jeopardize the security of the lien for such assessment.

5. In addition to the administrative fee charged for such segregation, the City Council orders that the person requesting the segregation be required to pay the reasonable engineering and clerical costs incurred by the City as a condition to the order of segregation.

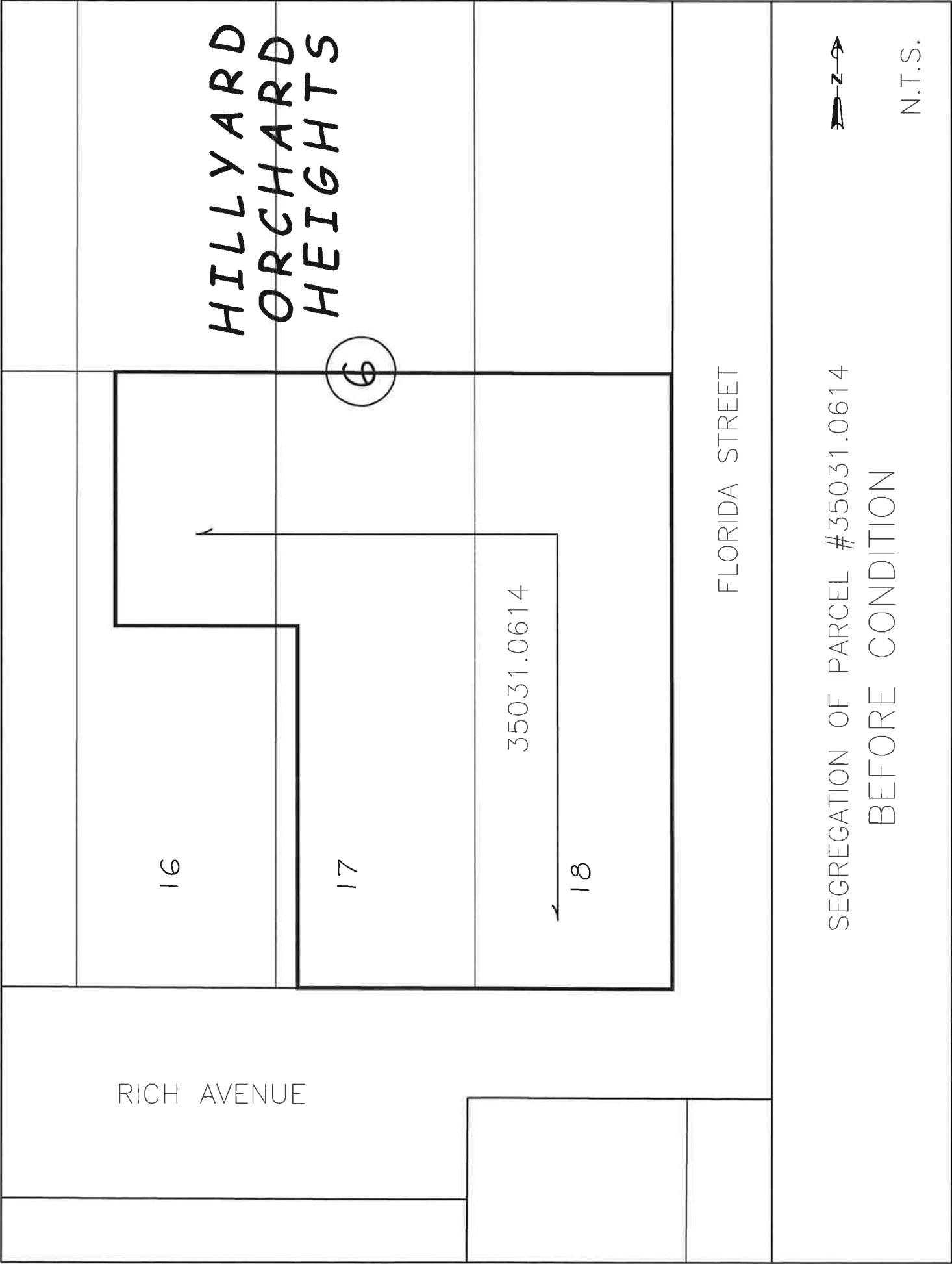
Adopted by the City Council \_\_\_\_\_.

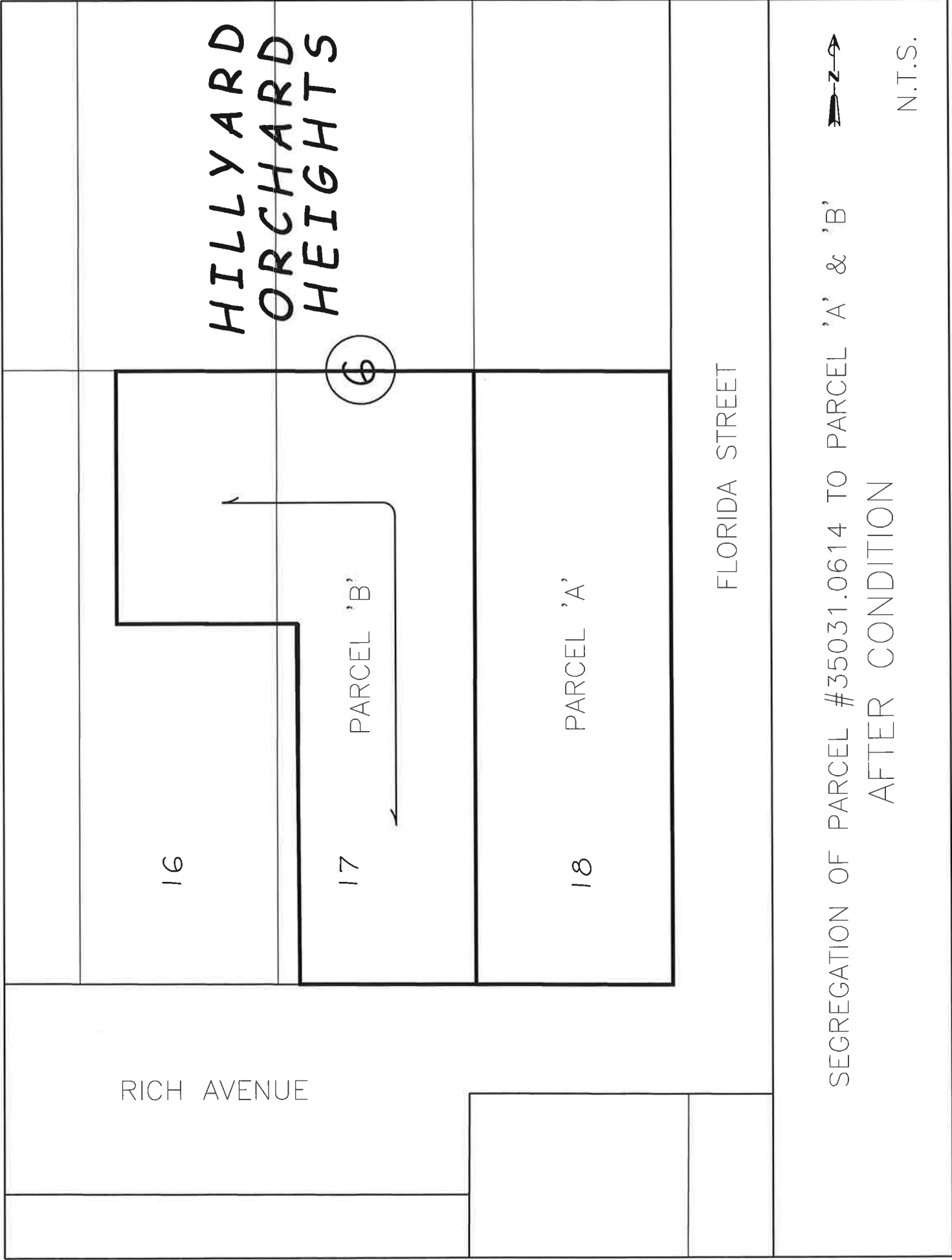
\_\_\_\_\_  
City Clerk

Approved as to form:

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

2006138\seg reso-35031.0614





RICH AVENUE

HILLYARD  
ORCHARDS  
HEIGHTS

16

17

PARCEL 'B'

18

PARCEL 'A'

FLORIDA STREET

SEGREGATION OF PARCEL #35031.0614 TO PARCEL 'A' & 'B'  
AFTER CONDITION



N.T.S.



**Before**                      **35031.0614** - (Zone Termini assessment method)

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Raw Value	5925	5925	5925	5809	4613
Loaded Values	53325	29625	23700	11618	4613
Total:	122881	100%			

**After**                      **Parcel A** - (Zone Termini assessment method)

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Raw Value	5925	5925	592.5	0	0
Loaded Values	53325	29625	2370	0	0
Total:	85320	69.43%			

**After**                      **Parcel B** - (Zone Termini assessment method)

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Raw Value	0	0	5332.5	5809	4613
Loaded Values	0	0	21330	11618	4613
Total:	37561	30.57%			

35031.0614  
**LID Assessment**    **\$ 5,447.65**

Parcel A                  Parcel B  
**LID Assessment**    **\$ 3,782.47**    **\$ 1,665.18**

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

02/09/2015

<u>Date Rec'd</u>	1/27/2015
<u>Clerk's File #</u>	ORD C35229
<u>Renews #</u>	

<u>Submitting Dept</u>	PLANNING & DEVELOPMENT	<u>Cross Ref #</u>	ORD C34813
<u>Contact Name/Phone</u>	TERI STRIPES 625-6597	<u>Project #</u>	
<u>Contact E-Mail</u>	TSTRIPES@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0650 - ORDINANCE RELATING TO NORTHEAST PUBLIC DEVELOPMENT		

Agenda Wording

A Northeast Public Development Authority (NEPDA) Charter Amendment to expand board member positions.

Summary (Background)

At the NEPDA's January 9 meeting, the Board decided to expand the board member positions from 5 to 7 members, which requires a Charter Amendment and City Council approval. The NEPDA is entering its 3rd year of work and needs to expand the number of board members. This board is a hands-on working board and searches out board members with skill sets needed to implement the current work plan, development and funding strategy (see attached). The current work plan is very robust for an all-volunteer

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEULER, LOUIS	<u>Study Session</u>	
<u>Division Director</u>	QUINTRALL, JAN	<u>Other</u>	PCED 2/2/15
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	tstripes@spokanecity.org	
<u>Additional Approvals</u>		lmeuler@spokanecity.org	
<u>Purchasing</u>		zetter@spokanecity.org	
		mpiccolo@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

board and the work has reached a point that better connections need to be made with local industry and community organizations. The board will be advertising to fill a current vacancy - this position needs a strong promotional and organizational skill set. Following the expansion of the board positions the advertisement will recruit a local industry (from The YARD) owner, operator, CEO, etc., as well as a Hillyard community member with multiple connections to the community and business organizations such as neighborhood council, GHBA, ONES, Futures, etc. The final appointment of applicants requires Council approval.

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List


## Ordinance No. C35229

An ordinance relating to the Northeast Public Development Authority; amending Ordinance No. C-34813.

WHEREAS, on December 12, 2011, the City Council approved Ordinance No. C-34813 creating the Northeast Public Development Authority (NEPDA), which authorized a charter and bylaws for the NEPDA; and

WHEREAS, Article VIII of the NEPDA Charter provides that the Bylaws may be amended consistent with the NEPDA Charter, State law and the Spokane Municipal Code; and

WHEREAS, Article IX Section 9 of the NEPDA Charter provides that amendments to the Charter and Bylaws must be adopted by the NEPDA Board of Directors and subsequently submitted to the City Council for approval by ordinance; and

WHEREAS, on January 9, 2015, the NEPDA Board of Directors approved the Charter and Bylaw amendments set forth in this ordinance; - - Now, Therefore,

The City of Spokane does ordain:

Section 1. That Article VI of the Charter for the Northeast Public Development Authority located as an attachment in Ordinance No. C-34813 is amended to read as follows:

### ARTICLE VI

#### Board of Directors

Section 6.1 Board Composition. Management and control of all Authority affairs shall reside in the Board. The Board shall be composed of either five (5) or seven (7) members who shall be approved by the Mayor and confirmed by the City Council. No Directors shall be the Mayor of the City of Spokane nor member of the City Council. The Mayor or a City Council member selected by the City Council will act as a non-voting ex-officio member of the Board. Board members may include members who are non-city residents.

#### Section 6.2 Terms of Office.

A. The terms of office of the initially appointed members of the Board shall commence on the effective date of this charter and shall be staggered as follows:

Group I. One member for a one-year term;

Group II. Two members for two-year terms; and

Group III. Two members for three-year terms.

B. In making the appointments of the initial board members, the Mayor shall designate which members are assigned to the three groups identified in subsection A above for purposes of determining the length of terms of such initial board members.

C. Except for the initial members of the Board, each member shall be appointed to serve for a three-year term. Each member shall continue to serve until his or her successor has been appointed and qualified. Members may serve consecutive terms. Appointments to fill a vacancy created during an unexpired term shall be for the remainder of the unexpired term.

D. Terms shall expire at the end of the day prior to the anniversary of the effective date of the Charter of the year in which the respective group is scheduled to terminate. New appointees or reappointees shall be processed in the manner provided herein.

E. Terms for newly created board positions appointed pursuant to Section 6.1 may be staggered as recommended by the Mayor and approved by the City Council in order to maintain an even distribution of terms between the board members.

Section 2. That Article IX of the Charter for the Northeast Public Development Authority located as an attachment in Ordinance No. C-34813 is amended to read as follows:

## ARTICLE IX

### Amendments to Charter and Bylaws

Section 9.2 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than three (3) votes of a five (5) member board or four (4) votes of a seven member board.

Section 3. That Article I of the Bylaws for the Northeast Public Development Authority located as an attachment in Ordinance No. C-34813 is amended to read as follows:

## ARTICLE I

### Board

Section 1.1 Quorum. ~~((At least three (3)))~~ A majority of the members of the full Board must be present at any regular or special meeting to comprise a quorum. A lesser number in attendance at such a meeting may adjourn the meeting and reconvene it within forty-eight (48) hours of the adjourned meeting without further notice.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2015.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**City of Spokane Briefing Paper**  
**Northeast Public Development Authority**  
**Planning & Development Services**  
**2/2/2015**

---

**Subject**

A Northeast Public Development Authority (NEPDA) Charter Amendment will be coming forward for Council approval to expand board member positions.

**Background**

At the NEPDA's January 9 meeting, the Board decided to expand the board member positions from 5 to 7 members, which requires a Charter Amendment and City Council approval.

The NEPDA is entering its 3<sup>rd</sup> year of work and needs to expand the number of board members. This board is a hands-on working board and searches out board members with skill sets needed to implement the current work plan, development and funding strategy (see attached). The current work plan is very robust for an all-volunteer board and the work has reached a point that a better connections need to be made with local industry and community organizations.

The board will be advertising to fill a current vacancy – this position needs a strong promotional and organizational skill set. Following the expansion of the board positions the advertisement will recruit a local industry (from The YARD) owner, operator, CEO, etc., as well as a Hillyard community member with multiple connections to the community and business organizations such as neighborhood council, GHBA, ONES, Futures, etc. The final appointment of applicants requires Council approval.

**Recommendations**

Approve the attached Charter amendment

# The YARD Funding Strategy

## City of Spokane & Northeast Public Development Authority

DRAFT

FUTURE USE VISION

### ORGANIZATION

NEPDA BUSINESS PLAN

- Options for Role
- Options for Revenue Streams

\$ COMMERCE GRANT

CITY ANNUAL WORK PLANS

POLICY & REGULATORY REFORMS

SUB-AREA PLAN &  
PLANNED ACTION SEPA

ESTABLISH BROWNFIELD  
REDEVELOPMENT OPPORTUNITY ZONE

ESTABLISH TAX INCREMENT FINANCING  
DISTRICT

\$ ECOLOGY INTEGRATED PLANNING GRANT

### PUBLIC IMPROVEMENTS

EXISTING CONDITIONS & NEEDS  
ASSESSMENT

INFRASTRUCTURE MASTER PLAN &  
CAPITAL FACILITIES PROJECT LIST

DESIGN & CONSTRUCTION OF INITIAL  
PHASE / BACKBONE INFRASTRUCTURE

DESIGN & CONSTRUCTION OF INFILL  
INFRASTRUCTURE

\$ COMMERCE GRANT

\$ USEPA AREA-WIDE PLANNING GRANT

COMBINED SEWER OVERFLOW  
PLANNING

MODEL LOW IMPACT DEVVELOPMENT  
STORMWATER FEASIBILITY ASSESSMENT

\$ ECOLOGY INTEGRATED PLANNING GRANT

\$ STREET LEVY  
\$ TRANSPORTATION IMPROVEMENT BOARD  
\$ ECOLOGY WATER QUALITY GRANTS  
\$ LOCAL IMPROVMEENT DISTRICT  
\$ TAX INCREMENT FINANCING

\$ DEVELOPER  
\$ STREET LEVY  
\$ LOCAL IMPROVEMENT DISTRICT  
\$ TAX INCREMENT FINANCING

### MARKETING

MARKET ASSESSMENT  
& IDENTIFICATION OF CATALYST  
PROPERTIES / FOCUS AREAS

FINANCIAL FEASIBILITY ASSESSMENT  
FOR CATALYSTS

BUSINESS PROMOTION PROGRAM

- Outreach To Existing Businesses
- Engage Potential Developers And Investors

\$ COMMERCE GRANT

\$ USEPA AREA-WIDE PLANNING GRANT  
\$ US EDA GRANT

DEVELOPMENT INCENTIVES

- Financial
- Technical Support (Environmental Assessment)

\$ ECOLOGY INTEGRATED PLANNING GRANT  
\$ USEPA ASSESSMENT GRANT

### WORKFORCE & ENTREPRENEURSHIP (Ex. Maker/Builder/Flex Space)

CONCEPTUAL PLANNING

- Needs Assessment, Organization, Programs, Facility, and Funding

SITE SELECTION & DESIGN

CONSTRUCTION



## NEPDA Board and Staff's Work Plan Snapshot: What, Who, & When of 2014 – Q4 thru 2017 – Q4

### Site Development Tasks

Deliverable	Responsible Lead	Start	Due Date
SEPA Planned action ordinance, pre-approved permitting, mitigation, design standards – in connection with EPA and Ecology Brownfield work	Teri	2014 – Q3	2017 – Q4
Makers & Builders Space . . .	Teri	2016 – Q1	2016 – Q4
Liaison with BNSF to keep redevelopment interest open	Joe	2014 – Q3	2015 – Q4
Create a unique incentives package for THE YARD	Laura	2015 – Q1	2015 – Q4
Connect with current developers interested or investing in the YARD	Anthony/Joe	2014 – Q3	2017 – Q4

### Capital Planning Tasks

Create the YARD's Annual Capital Plan	Teri	2015 – Q1	2017 – Q4
<ul style="list-style-type: none"> <li>WSDOT on US 395 planning and integration</li> </ul>	Joe	2014 – Q4	2017 – Q4
<ul style="list-style-type: none"> <li>Cochran Basin on integrated CSO utility planning with City</li> </ul>	Craig	2014 – Q4	2017 – Q4
<ul style="list-style-type: none"> <li>Ecology Integrated Planning –stormwater plan, SEPA Planned Action</li> </ul>	Teri	2014 – Q3	2017 – Q4
<ul style="list-style-type: none"> <li>Commerce Brownfields – *NEPDA Business and Marketing Planning, Zone</li> </ul>	Teri	2014 – Q2	2016 – Q2
<ul style="list-style-type: none"> <li>EPA Area Wide Planning - Site Specific Feasibility Study, Pro Forma, Infrastructure Planning, Preliminary Design &amp; Redevelopment Strategy</li> </ul>	Teri	2015 – Q2	2017 – Q4
<ul style="list-style-type: none"> <li>EPA Assessment - Brownfield Inventory, Environmental Assessment Planned Action SEPA Pieces (Additive to Work under AWP &amp; IPG)</li> </ul>	Teri	2015 – Q3	2017 – Q4
<ul style="list-style-type: none"> <li>EDA Technical Assistance - Focused feasibility: Infrastructure needs of current and future heavy freight users</li> </ul>	Teri	2014 – Q3	2015 – Q4

### Promotion Tasks

*NEPDA Marketing Planning Updates	Latisha	Q2	Q3
Maintain and update the YARD Collateral Materials & Web	Latisha	Q1	Q2
Annual Meeting	Latisha	Q2	Q4
Annual Manufactures Roundtable Discussion	Anthony	Q1	Q2
Quarterly Networking Meetings	Anthony	Q1,2 & Q3	Q1,2 & Q3

### Finance Tasks

Pursue grant funding to implement projects - <i>successful Grant pursuits will require work plan adjustments</i>	Teri	Ongoing	
Evaluate property values and decide on establishing a TIF district	Teri	Q2	Q2
*NEPDA Business Planning Updates	Teri	Q1	Q2
NEPDA Annual Budget	Joe	Q1	Q2
Establish a TIF policy and requirements of gap assistance	Laura	2015 – Q1	2014 – Q4

### Indicators & Performance Tasks

The YARD & NEPDA Yearend Report (matrix, comparisons, accomplishments)	Latisha	Q3	Q4
• Track permitting measurements for the NE target (Number and Value)	Teri	Q4	Q4
• Property values	Teri	Q2	Q3
• Trade Area Industry stats	Teri	Q4	Q4
• Employment stats	Teri	Q4	Q4
• Demographic stats	Teri	Q4	Q4
• NEPDA Accomplishments	Teri	Q3	Q3

### Workforce & Entrepreneurship Tasks

Youth & Workforce Development – Promise Zone, NewTech, Skill Center, Hillyard Children’s Zone	Latisha	2014 – Q4	2017 – Q4
Workforce Development Council liaison	Joe	2014 – Q4	2017 – Q4
Makers & Builders user’s needs . . .		2015 – Q4	2015 – Q4

### Administration Tasks

Refine and update Development Strategy	Anthony	Q1	Q3
Amend Interlocal Operating Agreement	Teri	Q2	Q2
Define the Executive Director’s position and needed skill set	Anthony	2016 – Q1	2016 – Q4

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

02/23/2015

Date Rec'd

2/11/2015

Clerk's File #

ORD C35235

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

KAREN 6291

Project #Contact E-Mail

KSTRATTON@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 MEAL REIMBURSEMENT

Agenda Wording

An ordinance related to reimbursement of meal expenses; amending SMC section 3.07.040.

Summary (Background)

SMC 3.07.040 provides that the City will reimburse employees on a per diem basis for reasonable and necessary meal expenses incurred while traveling on City business or while engaging in City business while within the City. This amendment provides that meals are paid for directly by the City and provided to employees or a group of employees shall not exceed the per diem basis for each employee as set forth in the policies and procedures established for per diem meal reimbursements.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Finance Committee

Finance

LESESNE, MICHELE

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

CODDINGTON, BRIAN

Additional ApprovalsPurchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

In addition, this amendment provides that when the provision for a meal per diem provides a range of reimbursed rates, the City shall provide the lowest per diem rate.

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

## Ordinance No. C35235

An ordinance related to reimbursement of meal expenses; amending SMC section 3.07.040.

The City of Spokane does ordain:

Section 1. That SMC 3.07.040 is amended to read as follows:

### **3.07.040 Reimbursement of Expenses – In General**

The mayor is directed to adopt and promulgate from time to time policies and procedures whereby officers and employees of the City are reimbursed for travel and other expenses necessarily incurred in performance of City business. All policies and procedures established to regulate the reimbursement of expenses to City officials and employees incurred while in performance of City business shall comply with the following guidelines, which shall supersede all City or department policies and procedures. For the purpose of this section, references to City employees shall include all employees, officers, elected or appointed officials and members of City boards and commissions.

A. Meal Reimbursement.

The City shall provide reimbursement on a per diem basis to City employees for reasonable and necessary meal expenses incurred when traveling on City business or while engaging in City business while within the city so long as the meal expense was reasonable and necessary to the performance of the employee's official duties. Meal reimbursement shall only be provided when the expense is incurred while engaging in City business. Meal reimbursement shall be pre-approved by the appropriate department head or division director. The City shall not reimburse an employee of any expenses associated with the purchase of alcohol. Meals paid for by the City and provided to an employee, a group of employees or board or commission members while engaging in the reasonable and necessary performance of City business shall not exceed the per diem basis for each employee or board/commission member as set forth in the policies and procedures established pursuant to this section for per diem meal reimbursement.

B. Travel Reimbursement.

The City shall provide reimbursement to City employees for reasonable and necessary expenses incurred for travel by the employee in the course of the employee's employment. Any travel on behalf of the City shall be pre-approved on the appropriate travel authorization form by the appropriate department head or division director.

C. Reimbursement Rates.

Reimbursement rates for meals and travel expenses permitted under this section shall be set forth pursuant to administrative policies utilizing established

reimbursement methods that meet government accounting guidelines, including reimbursement guidelines established by the Washington State Office of Financial Management and the U.S. General Services Administration. When the provision for a per diem reimbursement provides a range of reimbursed rates, the City shall provide the lowest per diem rate of reimbursement.

~~((G))~~ D. Guest Meals, Travel, Lodging and Entertainment Expenses.

The use of City funds for the purpose of providing meals, travel, lodging, beverages or any forms of entertainment for other persons, whether City employees or not, is prohibited and will not be reimbursed with the exception of nonresident applicants and appointees under SMC 3.07.010.

~~((D))~~ E. Credit Cards.

Credit cards issued to the City of Spokane may be used for reasonable and necessary travel expenses and must be returned to the City immediately upon return from travel. City employees, officers and elected officials are not authorized to retain or use credit cards issued to the City of Spokane except for reasonable and necessary expenses incurred during the course of travel on official authorized City business.

~~((E))~~ F. Record Keeping.

To claim reimbursement for authorized expenses the employee shall be required to submit all required documentation demonstrating the cost and nature of the expense to be reimbursed. All records related to reimbursement expenses shall be regarded as public records, and are subject to recording keeping and auditing procedures. Payment of reimbursable expenses shall be paid only after the expenses have been approved by the director of finance or his designee. A designee for the director of finance may include the City employee's department head or division director.

~~((F))~~ G. Accounting Rules and Regulations.

The finance director shall be responsible to establish accounting rules and regulations pertaining to the procedures for reimbursing City employees for travel, meals, lodging and other related expenses associated with the employee's performance of official City business. All rules and regulations shall additionally comply with the guidelines prescribed by the state auditor.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2015.

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

Attest:

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

\_\_\_\_\_  
Mayor

Approved as to form:

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

\_\_\_\_\_  
Date

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

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

02/23/2015

Date Rec'd

2/11/2015

Clerk's File #

ORD C35236

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 AN ORDINANCE RELATING TO THE CITY COUNCIL OFFICE

Agenda Wording

An ordinance relating to the City Council office; amending SMC section 2.005.050 and adopting a new section 2.005.060 to chapter 2.005 of the Spokane Municipal Code.

Summary (Background)

This ordinance amends SMC 2.005.050 to change the City Budget and Performance Analyst position in the Council Office to the position of Senior Research and Performance Analyst with a new job description. The ordinance also adds a new section for the creation of the Policy Advisor position along with the applicable job description.

Fiscal ImpactBudget Account

Select \$

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Select \$

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Select \$

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Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study Session

February 5

Division DirectorOtherFinance

LESESNE, MICHELE

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing



## ORDINANCE NO. C35236

An ordinance relating to the City Council office; amending SMC section 2.005.050 and adopting a new section 2.005.060 to chapter 2.005 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC 2.005.050 is amended to read as follows:

### **2.005.050 ((City Budget and Performance Analyst)) Senior Research and Policy Analyst**

The ~~((city budget and performance))~~ senior research and policy analyst is appointed by a majority vote of the city council and may be discharged by a majority plus one vote of the city council. Under the direction of the city council, the ~~((budget and performance))~~ senior research and policy analyst is broadly responsible for advancing the city council's strategic policy, budget and performance objectives by promoting the highest levels of efficiency and effectiveness of Council's policy setting in support of programs and initiatives. The analyst will lead a broad range of activities including data analysis, program assessments, project evaluation, and technical tasks related to City Council data information and office management needs. This includes conducting research and analysis on public policy and budget issues, evaluating proposed policy initiatives, and making recommendations regarding local, regional, and state issues for Spokane's seven-member City Council. The analyst will collaborate with the council members' legislative aides, other City employees, other government officials, and a wide variety of stakeholders. The analyst will also provide office management support in the form of council budget development and coordination, minor contract development and coordination; as well as human resources and payroll related duties. The analyst will also promote the council goal of performance-based budgeting across the City budget. ~~((city operations, departments, offices, boards, activities and agencies including conducting research and analysis, providing leadership and technical assistance on the implementation of performance measures and reporting and conducting internal audits))~~. The specific responsibilities and functions of the ~~((budget and performance))~~ senior research and policy analyst may be adjusted from time to time as determined by the city council.

Section 2. That there is adopted a new section 2.005.060 to chapter 2.005 of the Spokane Municipal Code to read as follows:

### **2.005.060 Policy Advisor**

The policy advisor is appointed by a majority vote of the city council and may be discharged by a majority plus one vote of the city council. Under the direction of the city council, the policy advisor is responsible for providing professional support, guidance and advice to the City Council as required. This position will assist in the research and

drafting of council documents, assist in the research and develop legislative policies and ensure that legal documents are drafted, reviewed and interpreted in compliance with all various legal requirements as per applicable laws. This position will be responsible for keeping the city council informed of issues and coordinating/assisting with required actions. This position is accountable for taking day-to-day policy responsibilities and providing policy advice that includes all aspects of the analysis, investigation and drafting process. The specific responsibilities and functions of the policy advisor may be adjusted from time to time as determined by the city council.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

02/23/2015

Date Rec'd

2/11/2015

Clerk's File #

ORD C35237

Renews #Submitting Dept

PLANNING &amp; DEVELOPMENT

Cross Ref #Contact Name/Phone

ELDON BROWN 625-6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

Hearings

Requisition #Agenda Item Name

0650 - HEARING - STREET VACATION - PACIFIC AVENUE &amp; 2ND AVENUE

Agenda Wording

Vacation of the alley between Pacific Avenue and 2nd Avenue, Scott Street to Sprague Way as requested by SAMCA, LLC.

Summary (Background)

At its legislative session, held January 12, 2015, the City Council set a hearing on the above vacation for February 23, 2015. Since that time, staff has solicited responses from all concerned parties.

Fiscal ImpactBudget Account

Neutral \$

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Select \$

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Select \$

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Select \$

#

ApprovalsCouncil NotificationsDept Head

MEULER, LOUIS

Study SessionDivision Director

MEULER, LOUIS

Other

PCED 1/5/15

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sbishop@spokanecity.org

City of Spokane  
Department of Engineering Services  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6700

## ORDINANCE NO. C35237

An ordinance vacating the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way.

WHEREAS, a petition for the vacation of the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way is hereby vacated. NE1/4 S20 T25 R43. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista, Comcast, CenturyLink, and the City of Spokane to protect existing and future utilities. This shall be a non-buildable easement.

Section 3. That this ordinance shall not become effective until the owners of property abutting upon the area to be vacated shall have compensated the City of Spokane in an amount equal to the full assessed value of the area herein vacated.

Section 4. Adequate emergency vehicle access shall be maintained to existing and future buildings.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

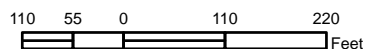
Effective Date: \_\_\_\_\_



**Right of Way Description:**  
The alley between Pacific Avenue and  
2nd Avenue from Scott Street to  
Sprague Way as requested by SAMCA, LLC

COSGIS

Disclaimer: This is not a legal document. The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.  
Not suitable for design purposes.



AREA

**COSGIS**  
City of Spokane GIS





**CITY OF SPOKANE**  
**DEPARTMENT OF ENGINEERING SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6700 FAX (509) 625-6349

**STREET VACATION REPORT**  
January 29, 2015

**LOCATION:** The Alley between Pacific Avenue and 2nd Avenue from Scott Street to Sprague Way

**PROPONENT:** SAMCA LLC

**PURPOSE:** To allow for a gate to upgrade security.

**HEARING:** February 23, 2014

**REPORTS:**

**AVISTA UTILITIES** – Avista currently has an overhead electric power line in this alleyway; therefore they would like to retain a utility easement throughout the alley area. If the current owner had development plans for the property, there is a possibility that the line could be relocated but that would be at the expense of the requesting party.

**COMCAST** – Comcast has a cable plant running the length of the alley and would need to retain access to the plant.

**CenturyLink**– No comment

**CAPITAL PROGRAMS** – No comment

**ENGINEERING SERVICES – DEVELOPER SERVICES** – There is an existing 8" City sewer in the alley. A nobuild easement for the entire alley will be required (or the sewer must become private. Private sewer maintenance & easement agreement required.

**ENGINEERING SERVICES - TRAFFIC DESIGN** – Traffic Engineering has reviewed the information provided and has discussed the issue related to being able to permit the existing daycare use in the adjacent building. We believe that the proposal serves the public interest as identified in RCW 58-17.

First, the existing alley is obstructed by a security system for the parking areas that serve parcels along both sides of the alley. Obstructions include the play area facility and the gating system, both of which are necessary for the daycare.

Second, the alley is necessary for adequate vehicular access, maneuvering, parking, and barrier free accessibility required for the daycare. Without the alley being vacated, the lower level access will not comply with state accessibility requirements.

Finally, this alley segment dead-ends at Sprague Way, and because of restricted access for that arterial, vehicles are prohibited from accessing Sprague way, an acceptable turn-around is not feasible, and there is no public need to access the alley-way, vacation provides the only prudent option. Also, an encroachment permit is needed for the current use of Sprague Way right-of-way, and a private alley enables control necessary for children in this play area.

If vacated, utilities maintenance and operation should be addressed.

**FIRE DEPARTMENT** – No comment

**NEIGHBORHOOD SERVICES** – No comment

**PARKS DEPARTMENT** – No comment

**PLANNING SERVICES** – No comment

**POLICE DEPARTMENT** – No comment.

**REAL ESTATE** – No comment

**SOLID WASTE MANAGEMENT** – No comment

**STREET DEPARTMENT** – No comment

**WASTEWATER MANAGEMENT** - There exists an 8-inch sanitary sewer pipeline that runs east to west through this alley. There are multiple service lateral connections to the sewer pipe as well as storm water facilities serving public streets and connecting from the east. Therefore this pipeline must remain public and be accessible to City crews and equipment for maintenance and repair. 1. If the vacation is for the alley right-of-way only, and includes no part of the Sprague Way or Scott St. right-of-ways. 2. A "No Build" easement allowing "ingress and egress for City crews and equipment for maintenance and repair of the sewer pipeline" is required for the full length and width of the current public alley right-of-way over the pipe. 3. On site, alley, runoff must be contained and handled on the site in accordance with State and City requirements.

**WATER DEPARTMENT** – No comment



**BICYCLE ADVISORY BOARD – No comment**

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Avista, Comcast, CenturyLink, and the City of Spokane shall be retained to protect existing and future utilities. This shall be a non-buildable easement.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. The current alley returns must be removed and replaced at the proponent's expense with City standard curb and walk at the west end of the alley.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$25,612.48 and is to be deposited to Budget Account #3200 49199 99999 39510.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 30, 2016.



Eldon Brown, P.E.  
Principal Engineer – Developer Services

EB/ejd

**DISTRIBUTION LIST**  
**VACATION OF ALLEY BETWEEN PACIFIC AVENUE AND 2ND AVENUE**  
**FROM SCOTT STREET TO SPRAGUE WAY**

**POLICE DEPARTMENT**

ATTN: SGT JOHN GATELY

**FIRE DEPARTMENT**

ATTN: LISA JONES  
MIKE MILLER

**CURRENT PLANNING**

ATTN: TAMI PALMQUIST  
DAVE COMPTON

**WATER DEPARTMENT**

ATTN: DAN KEGLEY  
JAMES SAKAMOTO  
ROGER BURCHELL  
CHRIS PETERSCHMIDT  
HARRY MCLEAN

**STREETS**

ATTN: MARK SERBOUSEK  
DAUN DOUGLASS

**TRANSPORTATION OPERATIONS**

ATTN: BOB TURNER

**PLANNING & DEVELOPMENT**

ATTN: ERIK JOHNSON  
ELDON BROWN  
JOHN SAYWERS

**CONSTRUCTION MANAGEMENT**

ATTN: KEN BROWN

**INTEGRATED CAPITAL MANAGEMENT**

ATTN: KATHERINE MILLER

**WASTEWATER MANAGEMENT**

ATTN: BILL PEACOCK

**PARKS & RECREATION DEPARTMENT**

ATTN: LEROY EADIE

**NEIGHBORHOOD SERVICES**

ATTN: JACKIE CARO  
JONATHAN MALLAHAN  
ROD MINARIK  
HEATHER TRAUTMAN

**BICYCLE ADVISORY BOARD**

ATTN: LOUIS MEULER

**SOLID WASTE MANAGEMENT**

ATTN: Scott Windsor

**CITY CLERK'S OFFICE**

ATTN: JACQUELINE FAUGHT

**PUBLIC WORKS**

ATTN: RICK ROMERO  
MARCIA DAVIS

**AVISTA UTILITIES**

ATTN: DAVE CHAMBERS  
RANDY MYHRE

**COMCAST DESIGN & CONSTRUCTION**

ATTN: BRYAN RICHARDSON

**CENTURY LINK**

ATTN: KAREN STODDARD

WRIGHT, KELLY A & CAROLYN L  
12621 E APACHE PASS RD  
SPOKANE, WA 99206

SALING PROPERTIES, LLC  
727 E PACIFIC AVE  
SPOKANE, WA 99202-2229

DISTRIBUTION LIST  
VACATION OF ALLEY BETWEEN PACIFIC AVENUE AND 2ND AVENUE  
FROM SCOTT STREET TO SPRAGUE WAY

BRAWNER RANCH COMPANY  
PO BOX 423  
OTIS ORCHARDS, WA 99027

SHOGUN, INC  
821 E 3RD AVE  
SPOKANE, WA 99202

SAMCA, LLC  
1616 W 2ND AVE  
SPOKANE, WA 99201

ESTATE OF WILLIAM A TOMBARI  
4102 S REGAL STE 202  
SPOKANE, WA 99223

DIVINE CORPORATION  
203 W 3RD AVE  
SPOKANE, WA 99201-3691

LARSON, L JEFFERY & CAROL  
PO BOX 4535  
SPOKANE, WA 99202-4535

GJJ LLC  
2300 RIVER RD # 13  
YAKIMA, WA 98902

ULUPALAKUA RANCH INC  
HC 1 BOX 901  
KULA, HI 96790-9302

SPOKANE PUBLIC LIBRARY  
901 W MAIN AVE 3RD FLOOR  
SPOKANE, WA 99201

GATEWAY ASSOCIATES  
C/O KIEMLE & HAGOOD  
SPOKANE, WA 99201

JOHNSON, ERIC W  
704 E PACIFIC AVE  
SPOKANE, WA 99202

SRINN CIS, LLC  
1915 S DUSK LN  
GREENACRES, WA 99016

ALL CITY DEVELOPMENTS, LLC  
708 E PACIFIC AVE  
SPOKANE, WA 99202

MILLER, JARED B  
PO BOX 8107  
SPOKANE, WA 99203

SPOKANE PUBLIC LIBRARY  
906 W MAIN AVE  
SPOKANE, WA 99201

UH, DAE KYUNG & HELENA  
223 S HATCH ST  
SPOKANE, WA 99202-2221

GJJ, LLC  
2300 RIVER RD # 13  
YAKIMA, WA 98902