

**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, MARCH 9, 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 MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER KAREN STRATTON

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. 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. 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. Purchase of one Street Sweeper from Tymco, Inc. (Waco, TX) for the Fleet Services Department—\$273,175.65 (incl. tax). Gene Jakubczak | Approve | OPR 2015-0180 |
| 2. Low Bid of Clearwater Construction & Management (Spokane, WA) for CSO 6 Control Facility Phase 1—\$5,135,394. An administrative reserve of \$513,539.40, which is 10% of the contract price, will be set aside. Dan Buller | Approve | OPR 2015-0181
ENG 2010044 |
| 3. Purchase and Sale Agreement with Faith Bible Church, 601 West Cora Avenue, in conjunction with a Water Department well site project—not to exceed \$235,000 (incl. all closing costs). Dan Buller | Approve | OPR 2015-0182
ENG 2015073 |
| 4. Contract with CH2M Hill Engineers, Inc. (Spokane, WA) for Phase One professional services related to the Next Level of Treatment at the Riverside Park Water Reclamation Facility—\$11,000,000. Mike Taylor | Approve | OPR 2015-0183
ENG 2014801
RFQ 3994-14 |

- | | | |
|--|------------------------------|---------------|
| 5. Approve allocations for 2015 CDBG Neighborhood Projects. George Dahl | Approve | OPR 2015-0184 |
| 6. Contract Addendum for Wilbur Fletcher, Inc. dba I.C.I.S (Dayton, WA) to expand the scope of work to include additional inspection days due to the scheduling of structural work and winter painting conditions—additional \$27,000. James Sakamoto | Approve | OPR 2014-0687 |
| 7. Report of the Mayor of pending: | Approve & Authorize Payments | CPR 2015-0002 |
| a. 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 \$_____. | | |
| b. Payroll claims of previously approved obligations through _____, 2015: \$_____. | | CPR 2015-0003 |
| 8. City Council Meeting Minutes: _____, 2015. | Approve All | CPR 2015-0002 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Design Review Board: One Appointment

Confirm

CPR 1993-0069

CITY ADMINISTRATION REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

LEGISLATIVE AGENDA

EMERGENCY BUDGET ORDINANCE

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance No. C35233 amending Ordinance No. C35062 passed the City Council November 25, 2013, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2014, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2014, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

IT Fund

FROM: Unappropriated Reserves, \$66,744;

TO: Various Accounts, same amount.

(This action creates a Mail Courier position in the IT Department effective March 1, 2015.) [Continued from February 23, 2015, Agenda – per Council Rule 5.5.2 (Voting).] **Michael Sloon**

NO EMERGENCY ORDINANCES

NO RESOLUTIONS

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35239 Relating to the Community Housing and Human Services Board and amending SMC sections 4.34.030. **Council President Stuckart & Council Member Stratton**

ORD C35240 Relating to vehicle impoundment for patronizing a prostitute; amending SMC section 10.06.037 of the Spokane Municipal Code and declaring an emergency. (Note: This Ordinance will appear as an Emergency Ordinance on the March 16, 2015, Agenda) **Council Member Snyder & Council President Stuckart**

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for March 9, 2015
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

ADJOURNMENT

The March 9, 2015, Regular Legislative Session of the City Council is adjourned to March 16, 2015.

NOTES

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

03/09/2015

<u>Date Rec'd</u>	2/25/2015
<u>Clerk's File #</u>	OPR 2015-0180
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	HGCA-BUY INTERLOCAL
<u>Requisition #</u>	RE #17209

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

Agenda Wording

Purchase of one (1) Tymco Street Sweeper from Tymco, Inc.(Waco, TX) for the City of Spokane Fleet Services Department - \$273,175.65 including tax

Summary (Background)

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

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 273,175.65	# 5110-71400-94000-56413
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	JAKUBCZAK, GENE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 2/23/15
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince	
<u>For the Mayor</u>	SANDERS, THERESA	gjakubczak	
<u>Additional Approvals</u>		fleetservices	
<u>Purchasing</u>	PRINCE, THEA	taxes & licenses	

BRIEFING PAPER
Public Works Committee
Fleet Services
February 23, 2015

Subject

Purchase of a Tymco Street Sweeper as a replacement unit for the Street Department from Clyde West Inc. for \$273,175.65 including tax.

Background

This purchase is through HGAC Buy. This is a Houston-Galveston Area Council of governments operating under the laws of the State of Texas. Government agencies join by executing an interlocal contract to participate, which the city of Spokane has completed. Although bids are quoted for national purchase, all purchases will be through local vendors.

Impact

This will replace a unit in the Street Department fleet that has reached the end of its economic service life.

Action

Recommend approval

Funding

Funding is available in the Street Department equipment replacement fund.

**FLEET SERVICES
MEMORANDUM**

February 26, 2015

TO: PURCHASING DEPARTMENT

**FROM: GENE JAKUBCZAK
FLEET SERVICES DIRECTOR**

SUBJ: PURCHASE OF STREET SWEEPER THROUGH HGAC CO-OP

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

Unit 428457, RE 17209

QTY	ITEM	TOTAL
1	TYMCO Model 500X Regenerative Air Sweeper	\$149,650.00
OPTIONS		
1	Hi/low pressure wash down system	\$1,500.00
1	Air purge	\$205.00
1	Reverse pick-up head system	\$410.00
1	High output water	\$850.00
1	Pick-up head curtain lifter	\$1,605.00
1	2014 Freightliner M2-106 chassis	\$82,500.00
1	Fire extinguisher	\$80.00
1	2016 Freightliner M2-106 chassis UPGRADE	\$1,500.00
1	Truck manuals	\$750.00
1	Aux. engine manuals - shop	\$275.00
1	Pick-up head pressure water injection	\$1,800.00
1	Hopper load indicators	\$400.00
1	Engine block heater	\$300.00
1	Auto sweep interrupt	\$1,500.00
1	Hopper screen vibrator	\$1,300.00
1	Air cleaner restriction indicator in cab	\$250.00
1	Double check valve assembly	\$300.00
1	Abrasion protection package	\$1,275.00
1	Freight/PDI/In service	\$4,400.00
SUB-TOTAL		\$250,850.00
Sales tax	Sales tax @ 8.9%	\$22,325.65
GRAND TOTAL		\$273,175.65

cc: Shane Thornton

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

03/09/2015

<u>Date Rec'd</u>	2/24/2015
<u>Clerk's File #</u>	OPR 2015-0181
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2010044
<u>Bid #</u>	
<u>Requisition #</u>	BT

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - LOW BID - CLEARWATER CONSTRUCTION & MANAGEMENT

Agenda Wording

Low Bid of Clearwater Construction & Management (Spokane, WA) for CSO 6 Control Facility - Phase 1 - \$5,135,394.00. An administrative reserve of \$513,539.40, which is 10% of the contract price, will be set aside.

Summary (Background)

On February 23, 2015 bids were opened for the above project. The low bid was from Clearwater Construction & Management in the amount of \$5,135,394.00, which is \$642,223.50 or 11.12% under the Engineer's Estimate; four other bids were received as follows: Halme Construction, Inc. - \$5,370,034.53; Contractors Northwest, Inc. - \$6,260,304.30; Lydig Construction, Inc. - \$6,383,954.00; and Garco Construction, Inc. - \$6,762,337.01.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 5,648,933.40	# 4250 43416 94000 56501 10006
Select \$	#
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>	Public Works 2/9/15
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kbustos@spokanecity.org	
<u>Additional Approvals</u>		jsalstrom@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		mhughes@spokanecity.org	
		jahensley@spokanecity.org	

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

Project Number: 2010044

Project Description CSO 6 Control Facility - Phase I

Original Date 1/27/2015 2:42:51 PM

Funding Source Local

Update Date 2/23/2015 4:16:37 PM

Preparer Michael Myers

Addendum

Project Number: 2010044			Engineer's Estimate		Clearwater Construction & Management		Halme Construction Inc		Contractors Northwest Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Public Street Improvement

101	POST CONSTRUCTION SURVEYING	1 LS	*****	8,000.00	*****	4,200.00	*****	4,000.00	*****	5,000.00
102	RECORD DRAWINGS	1 LS	*****	8,000.00	*****	8,000.00	*****	8,000.00	*****	8,000.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
104	SPCC PLAN	1 LS	*****	1,000.00	*****	240.00	*****	15,000.00	*****	750.00
105	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
106	POTHOLING	10 EA	550.00	5,500.00	360.00	3,600.00	340.00	3,400.00	330.00	3,300.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	700.00	2,800.00	90.00	360.00	85.00	340.00	80.00	320.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	480.00	*****	400.00	*****	200.00
109	INCENTIVE FOR EARLY COMPLETION	1 LS	*****	30,000.00	*****	30,000.00	*****	30,000.00	*****	30,000.00
110	MOBILIZATION	1 LS	*****	373,523.00	*****	313,000.00	*****	535,000.00	*****	250,000.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	70,000.00	*****	6,500.00	*****	40,000.00	*****	5,950.00
112	SPECIAL SIGNS	150 SF	20.00	3,000.00	12.00	1,800.00	11.50	1,725.00	11.00	1,650.00
113	TYPE III BARRICADE	20 EA	75.00	1,500.00	43.00	860.00	40.00	800.00	38.50	770.00
114	CLEARING AND GRUBBING	1 LS	*****	30,000.00	*****	6,000.00	*****	45,000.00	*****	7,150.00

<i>Project Number:</i> 2010044			<i>Engineer's Estimate</i>		Clearwater Construction & Management		Halme Construction Inc		Contractors Northwest Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Public Street Improvement					
115	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	7,000.00	*****	2,400.00	*****	1,700.00	*****	2,500.00
116	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	54,000.00	*****	12,000.00	*****	60,000.00	*****	2,750.00
117	REMOVE EXISTING CURB	3006 LF	4.50	13,527.00	2.00	6,012.00	3.00	9,018.00	10.00	30,060.00
118	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	658 SY	11.00	7,238.00	12.00	7,896.00	4.00	2,632.00	13.20	8,685.60
119	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	16 EA	400.00	6,400.00	631.00	10,096.00	240.00	3,840.00	385.00	6,160.00
120	REMOVE CURB/GRATE INLET	2 EA	4,000.00	8,000.00	600.00	1,200.00	240.00	480.00	330.00	660.00
121	SAWCUTTING CURB	16 EA	22.00	352.00	36.00	576.00	34.00	544.00	165.00	2,640.00
122	SAWCUTTING RIGID PAVEMENT	1227 LFI	1.00	1,227.00	1.00	1,227.00	1.14	1,398.78	1.10	1,349.70
123	SAWCUTTING FLEXIBLE PAVEMENT	2472 LFI	0.50	1,236.00	1.00	2,472.00	0.25	618.00	0.50	1,236.00
124	ROADWAY EXCAVATION INCL. HAUL	2496 CY	35.00	87,360.00	24.00	59,904.00	14.00	34,944.00	15.40	38,438.40
125	BANK SHAPING & GRADING - CSO 6	1 LS	*****	50,000.00	*****	4,800.00	*****	2,600.00	*****	41,800.00
126	PREPARATION OF UNTREATED ROADWAY	8833 SY	2.50	22,082.50	2.00	17,666.00	0.80	7,066.40	1.60	14,132.80
127	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1 LS	*****	300,000.00	*****	488,300.00	*****	220,000.00	*****	324,500.00
128	SHORING OR EXTRA EXCAVATION CL. A	1 LS	*****	400,000.00	*****	691,500.00	*****	716,000.00	*****	1,160,000.00
129	CRUSHED SURFACING TOP COURSE	1335 CY	35.00	46,725.00	58.00	77,430.00	34.00	45,390.00	30.50	40,717.50
130	CRUSHED SURFACING BASE COURSE	154 CY	35.00	5,390.00	53.00	8,162.00	46.00	7,084.00	60.50	9,317.00
131	CSTC FOR SIDEWALK AND DRIVEWAYS	71 CY	40.00	2,840.00	72.00	5,112.00	51.00	3,621.00	65.00	4,615.00
132	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	2442 SY	20.00	48,840.00	17.00	41,514.00	16.45	40,170.90	16.00	39,072.00
133	HMA CL. 1/2 IN. PG 70-28, 5 INCH THICK	5438 SY	30.00	163,140.00	26.00	141,388.00	24.35	132,415.30	23.65	128,608.70

<i>Project Number:</i> 2010044			<i>Engineer's Estimate</i>		Clearwater Construction & Management		Halme Construction Inc		Contractors Northwest Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Public Street Improvement					
134	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 3 INCH THICK	10 SY	40.00	400.00	25.00	250.00	23.20	232.00	22.55	225.50
135	JOB MIX COMPLIANCE PRICE ADJUSTMENT	-1 CAL	1.00	-1.00	1.00	-1.00	1.00	-1.00	1.00	-1.00
136	COMPACTION PRICE ADJUSTMENT	1 CAL	4,240.00	4,240.00	4,240.00	4,240.00	4,240.00	4,240.00	4,240.00	4,240.00
137	CONCRETE STRUCTURE - CSO 6	1 LS	*****	2,050,000.00	*****	1,491,000.00	*****	1,700,000.00	*****	2,590,067.00
138	CONCRETE PIPE ANCHOR	3 EA	1,000.00	3,000.00	1,200.00	3,600.00	515.00	1,545.00	2,750.00	8,250.00
139	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	231 LF	36.00	8,316.00	60.00	13,860.00	36.00	8,316.00	52.80	12,196.80
140	MANHOLE TYPE I-48, BASIC PRICE	6 EA	3,000.00	18,000.00	4,017.00	24,102.00	2,930.00	17,580.00	2,310.00	13,860.00
141	MANHOLE TYPE II-54, BASIC PRICE	3 EA	4,000.00	12,000.00	6,033.00	18,099.00	5,350.00	16,050.00	3,850.00	11,550.00
142	MANHOLE TYPE II-72, BASIC PRICE	3 EA	6,000.00	18,000.00	8,867.00	26,601.00	6,050.00	18,150.00	13,200.00	39,600.00
143	MANHOLE TYPE II-96, BASIC PRICE	6 EA	7,000.00	42,000.00	11,317.00	67,902.00	7,600.00	45,600.00	14,300.00	85,800.00
144	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	4 VF	250.00	1,000.00	150.00	600.00	164.00	656.00	138.00	552.00
145	MANHOLE ADDITIONAL HEIGHT 54 IN. DIAM. TYPE II	41 VF	300.00	12,300.00	168.00	6,888.00	185.00	7,585.00	80.00	3,280.00
146	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE II	41 VF	350.00	14,350.00	185.00	7,585.00	330.00	13,530.00	88.00	3,608.00
147	MANHOLE ADDITIONAL HEIGHT 96 IN. DIAM. TYPE II	52 VF	400.00	20,800.00	217.00	11,284.00	350.00	18,200.00	138.00	7,176.00
148	DRYWELL TYPE 1	1 EA	3,200.00	3,200.00	3,000.00	3,000.00	3,380.00	3,380.00	2,500.00	2,500.00
149	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	9 EA	400.00	3,600.00	300.00	2,700.00	200.00	1,800.00	250.00	2,250.00
150	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	5 EA	600.00	3,000.00	600.00	3,000.00	380.00	1,900.00	500.00	2,500.00

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<i>Schedule 01</i>					Public Street Improvement					
151	CATCH BASIN TYPE 1	11 EA	2,500.00	27,500.00	2,182.00	24,002.00	2,125.00	23,375.00	1,650.00	18,150.00
152	CATCH BASIN TYPE 3	4 EA	2,500.00	10,000.00	2,725.00	10,900.00	2,125.00	8,500.00	2,000.00	8,000.00
153	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	600.00	1,200.00	400.00	800.00	480.00	960.00	600.00	1,200.00
154	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	19 EA	700.00	13,300.00	421.00	7,999.00	500.00	9,500.00	690.00	13,110.00
155	CONNECT 8 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	800.00	800.00	300.00	300.00	250.00	250.00
156	CONNECT 36 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	1,500.00	3,000.00	2,650.00	5,300.00	1,450.00	2,900.00	2,000.00	4,000.00
157	CONNECT 48 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	1,800.00	1,800.00	3,400.00	3,400.00	1,450.00	1,450.00	2,750.00	2,750.00
158	RECONSTRUCT MANHOLE INVERT	5 EA	500.00	2,500.00	960.00	4,800.00	1,280.00	6,400.00	250.00	1,250.00
159	INTERIOR DROP CONNECTION 10 IN. DIAM	1 EA	1,000.00	1,000.00	5,600.00	5,600.00	3,840.00	3,840.00	3,850.00	3,850.00
160	MANHOLE TEST	21 EA	500.00	10,500.00	543.00	11,403.00	550.00	11,550.00	275.00	5,775.00
161	CLEANING EXISTING DRAINAGE STRUCTURE	6 EA	200.00	1,200.00	717.00	4,302.00	93.00	558.00	250.00	1,500.00
162	TRENCH SAFETY SYSTEM	1 LS	*****	10,000.00	*****	6,000.00	*****	23,000.00	*****	3,850.00
163	RECONNECT SIDE SEWER	1 EA	500.00	500.00	550.00	550.00	570.00	570.00	3,000.00	3,000.00
164	RECONNECT SIDE SEWER, DUCTILE IRON	2 EA	750.00	1,500.00	1,250.00	2,500.00	1,170.00	2,340.00	5,000.00	10,000.00
165	SIDE SEWER CLEANING AND VIDEO INSPECTION	3 EA	200.00	600.00	1,100.00	3,300.00	800.00	2,400.00	330.00	990.00
166	CATCH BASIN SEWER PIPE 8 IN. DIAM.	358 LF	35.00	12,530.00	26.00	9,308.00	135.00	48,330.00	42.00	15,036.00
167	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	82 LF	50.00	4,100.00	43.00	3,526.00	150.00	12,300.00	50.00	4,100.00
168	PLUGGING EXISTING PIPE	4 EA	500.00	2,000.00	1,675.00	6,700.00	430.00	1,720.00	330.00	1,320.00

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<i>Schedule 01</i>					Public Street Improvement					
169	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	35,000.00	*****	5,400.00	*****	1,000.00	*****	3,850.00
170	ENCASE WATER/SEWER AT CROSSINGS	1 EA	500.00	500.00	180.00	180.00	1,040.00	1,040.00	715.00	715.00
171	CLEANING EXISTING SANITARY SEWER	5 EA	500.00	2,500.00	720.00	3,600.00	1,365.00	6,825.00	500.00	2,500.00
172	D.I. PIPE FOR WATER MAIN 8 IN. DIAM.	595 LF	50.00	29,750.00	65.00	38,675.00	46.50	27,667.50	46.00	27,370.00
173	GATE VALVE 8 IN.	1 EA	750.00	750.00	1,700.00	1,700.00	1,315.00	1,315.00	1,650.00	1,650.00
174	HYDRANT ASSEMBLY	1 EA	2,500.00	2,500.00	7,200.00	7,200.00	5,300.00	5,300.00	5,300.00	5,300.00
175	TRENCH EXCAVATION FOR RECONNECTION OF EXISTING HYDRANT	1 EA	2,000.00	2,000.00	900.00	900.00	430.00	430.00	1,650.00	1,650.00
176	CSO FACILITY WATER SUPPLY & BACKFLOW PREVENTER ASSEMBLIES	1 LS	*****	50,000.00	*****	14,700.00	*****	23,700.00	*****	10,230.00
177	WATER TAP APPLICATION FEE	3 EA	40.00	120.00	40.00	120.00	40.00	120.00	40.00	120.00
178	4 INCH DOMESTIC WATER TAP INSTALLATION FEE	1 EA	6,115.00	6,115.00	6,115.00	6,115.00	6,115.00	6,115.00	6,115.00	6,115.00
179	TRENCH EXCAVATION FOR WATER SERVICE TAP	10 CY	135.00	1,350.00	50.00	500.00	43.00	430.00	138.00	1,380.00
180	1 INCH IRRIGATION WATER TAP INSTALLATION FEE	1 EA	4,135.00	4,135.00	4,135.00	4,135.00	4,135.00	4,135.00	4,135.00	4,135.00
181	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	165 LF	50.00	8,250.00	58.00	9,570.00	33.50	5,527.50	42.00	6,930.00
182	SANITARY SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	185 LF	80.00	14,800.00	73.00	13,505.00	63.60	11,766.00	57.00	10,545.00
183	SANITARY SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	107 LF	120.00	12,840.00	108.00	11,556.00	126.00	13,482.00	138.00	14,766.00
184	SANITARY SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	500 LF	225.00	112,500.00	135.00	67,500.00	151.00	75,500.00	182.00	91,000.00

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185	SANITARY SEWER PIPE 36 IN. DIAM. RCP CL IV INCL. STRUCTURAL EXCAVATION CLASS B	587 LF	300.00	176,100.00	208.00	122,096.00	193.00	113,291.00	248.00	145,576.00
186	SANITARY SEWER PIPE 48 IN. DIAM. RCP CL IV INCL. STRUCTURAL EXCAVATION CLASS B	102 LF	350.00	35,700.00	319.00	32,538.00	211.00	21,522.00	330.00	33,660.00
187	SIDE SEWER PERMIT	3 EA	40.00	120.00	40.00	120.00	40.00	120.00	40.00	120.00
188	FLOW CONTROL DEVICES & CONTROLS	1 LS	*****	200,000.00	*****	167,600.00	*****	140,000.00	*****	125,000.00
189	DETENTION TANK APPURTENANCES	1 LS	*****	90,000.00	*****	117,700.00	*****	135,000.00	*****	140,000.00
190	MECHANICAL AND ODOR CONTROL EQUIPMENT	1 LS	*****	430,000.00	*****	343,900.00	*****	410,000.00	*****	200,000.00
191	ESC LEAD	1 LS	*****	8,000.00	*****	600.00	*****	2,260.00	*****	5,000.00
192	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	25,000.00	*****	18,700.00	*****	22,500.00	*****	13,200.00
193	SEEDING, MULCHING, AND FERTILIZING BY HAND, INCL. PLANT ESTABLISHMENT	1 LS	*****	30,000.00	*****	6,000.00	*****	5,700.00	*****	5,500.00
194	TOPSOIL TYPE A, 2 INCH THICK	66 SY	10.00	660.00	9.00	594.00	2.70	178.20	58.30	3,847.80
195	PSIPE SASKATOON SERVICEBERRY, 3 GAL	7 EA	200.00	1,400.00	43.00	301.00	43.00	301.00	27.50	192.50
196	PLANT SELECTION KARL FOERSTER FEATHER REED GRASS, 1 GAL	7 EA	18.00	126.00	21.00	147.00	17.70	123.90	16.50	115.50
197	PLANT SELECTION DWARF BLOOD-RED CRANESBILL, 1 GAL	74 EA	18.00	1,332.00	19.00	1,406.00	17.70	1,309.80	16.50	1,221.00
198	PLANT SELECTION SHIROBANA SPIREA, 1 GAL	48 EA	18.00	864.00	19.00	912.00	17.70	849.60	16.50	792.00
199	PLANT SELECTION DWARF GOLDEN JAPANESE YEW, 3 GAL	15 EA	30.00	450.00	53.00	795.00	50.70	760.50	27.50	412.50
200	LANDSCAPING	1 LS	*****	32,000.00	*****	32,400.00	*****	30,280.00	*****	23,000.00
201	WEED AND PEST CONTROL	1 FA	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00

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202	SEEDED LAWN INSTALLATION	1200 SY	4.00	4,800.00	1.00	1,200.00	1.35	1,620.00	1.20	1,440.00
203	SOD INSTALLATION	458 SY	12.00	5,496.00	5.00	2,290.00	4.75	2,175.50	4.00	1,832.00
204	2 INCH CALIPER SHADE TREE	2 EA	450.00	900.00	550.00	1,100.00	525.00	1,050.00	193.00	386.00
205	IRRIGATION SYSTEMS	1 LS	*****	8,500.00	*****	10,200.00	*****	9,500.00	*****	5,385.00
206	4 IN. PVC IRRIGATION SLEEVE	56 LF	12.00	672.00	14.00	784.00	13.50	756.00	5.50	308.00
207	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,500.00	*****	1,200.00	*****	1,125.00	*****	1,980.00
208	CEMENT CONCRETE CURB	113 LF	18.00	2,034.00	18.00	2,034.00	19.00	2,147.00	16.00	1,808.00
209	CEMENT CONC. CURB AND GUTTER	2919 LF	23.00	67,137.00	12.00	35,028.00	13.65	39,844.35	11.00	32,109.00
210	CEMENT CONCRETE DRIVEWAY	269 SY	50.00	13,450.00	48.00	12,912.00	43.50	11,701.50	44.00	11,836.00
211	CEMENT CONCRETE DRIVEWAY TRANSITION	82 SY	70.00	5,740.00	48.00	3,936.00	30.60	2,509.20	44.00	3,608.00
212	MONUMENT FRAME AND COVER	11 EA	600.00	6,600.00	227.00	2,497.00	102.00	1,122.00	330.00	3,630.00
213	CEMENT CONC. SIDEWALK	740 SY	12.00	8,880.00	36.00	26,640.00	36.15	26,751.00	33.00	24,420.00
214	RAMP DETECTABLE WARNING	88 SF	10.00	880.00	24.00	2,112.00	22.70	1,997.60	22.00	1,936.00
215	SAWCUTTING TRIP HAZARD	50 SF	20.00	1,000.00	24.00	1,200.00	57.00	2,850.00	22.00	1,100.00
216	SIGNING, PERMANENT	1 LS	*****	10,000.00	*****	5,100.00	*****	7,080.00	*****	4,620.00
217	PAVEMENT MARKING - DURABLE INLAY TAPE	1445 SF	10.00	14,450.00	10.00	14,450.00	10.00	14,450.00	9.20	13,294.00
218	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	2 EA	200.00	400.00	150.00	300.00	356.00	712.00	135.00	270.00
219	ELECTRICAL SYSTEM - CSO 6	1 LS	*****	200,000.00	*****	198,800.00	*****	144,000.00	*****	170,600.00
220	WATERPROOFING	210 SY	70.00	14,700.00	85.00	17,850.00	115.00	24,150.00	113.00	23,730.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
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<i>Schedule Totals</i>				5,777,617.50	5,135,394.00		5,370,034.53		6,260,304.30	

<i>Project Number:</i> 2010044			<i>Engineer's Estimate</i>		Lydig Construction Inc		Garco Construction Inc			
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101	POST CONSTRUCTION SURVEYING	1 LS	*****	8,000.00	*****	3,744.00	*****	3,500.00	*****	0.00
102	RECORD DRAWINGS	1 LS	*****	8,000.00	*****	8,000.00	*****	8,000.00	*****	0.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
104	SPCC PLAN	1 LS	*****	1,000.00	*****	4,188.00	*****	500.00	*****	0.00
105	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00
106	POTHOLING	10 EA	550.00	5,500.00	321.00	3,210.00	200.00	2,000.00	0.00	0.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	4 EA	700.00	2,800.00	215.00	860.00	125.00	500.00	0.00	0.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	860.00	*****	850.00	*****	0.00
109	INCENTIVE FOR EARLY COMPLETION	1 LS	*****	30,000.00	*****	30,000.00	*****	30,000.00	*****	0.00
110	MOBILIZATION	1 LS	*****	373,523.00	*****	348,000.00	*****	663,000.00	*****	0.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	70,000.00	*****	7,750.00	*****	10,000.00	*****	0.00
112	SPECIAL SIGNS	150 SF	20.00	3,000.00	22.33	3,349.50	10.00	1,500.00	0.00	0.00
113	TYPE III BARRICADE	20 EA	75.00	1,500.00	37.50	750.00	35.00	700.00	0.00	0.00
114	CLEARING AND GRUBBING	1 LS	*****	30,000.00	*****	6,420.00	*****	2,748.00	*****	0.00
115	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	7,000.00	*****	2,520.00	*****	3,500.00	*****	0.00
116	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	54,000.00	*****	18,720.00	*****	26,050.00	*****	0.00
117	REMOVE EXISTING CURB	3006 LF	4.50	13,527.00	1.93	5,801.58	5.00	15,030.00	0.00	0.00
118	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	658 SY	11.00	7,238.00	4.92	3,237.36	6.00	3,948.00	0.00	0.00
119	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	16 EA	400.00	6,400.00	422.50	6,760.00	275.00	4,400.00	0.00	0.00

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120	REMOVE CURB/GRATE INLET	2 EA	4,000.00	8,000.00	422.50	845.00	200.00	400.00	0.00	0.00
121	SAWCUTTING CURB	16 EA	22.00	352.00	24.38	390.08	100.00	1,600.00	0.00	0.00
122	SAWCUTTING RIGID PAVEMENT	1227 LFI	1.00	1,227.00	1.06	1,300.62	1.00	1,227.00	0.00	0.00
123	SAWCUTTING FLEXIBLE PAVEMENT	2472 LFI	0.50	1,236.00	0.53	1,310.16	1.00	2,472.00	0.00	0.00
124	ROADWAY EXCAVATION INCL. HAUL	2496 CY	35.00	87,360.00	18.72	46,725.12	16.00	39,936.00	0.00	0.00
125	BANK SHAPING & GRADING - CSO 6	1 LS	*****	50,000.00	*****	6,952.00	*****	4,952.00	*****	0.00
126	PREPARATION OF UNTREATED ROADWAY	8833 SY	2.50	22,082.50	2.89	25,527.37	1.75	15,457.75	0.00	0.00
127	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1 LS	*****	300,000.00	*****	548,700.00	*****	229,331.00	*****	0.00
128	SHORING OR EXTRA EXCAVATION CL. A	1 LS	*****	400,000.00	*****	1,085,500.00	*****	1,975,000.00	*****	0.00
129	CRUSHED SURFACING TOP COURSE	1335 CY	35.00	46,725.00	41.80	55,803.00	27.60	36,846.00	0.00	0.00
130	CRUSHED SURFACING BASE COURSE	154 CY	35.00	5,390.00	145.00	22,330.00	55.00	8,470.00	0.00	0.00
131	CSTC FOR SIDEWALK AND DRIVEWAYS	71 CY	40.00	2,840.00	30.00	2,130.00	60.00	4,260.00	0.00	0.00
132	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	2442 SY	20.00	48,840.00	15.50	37,851.00	14.50	35,409.00	0.00	0.00
133	HMA CL. 1/2 IN. PG 70-28, 5 INCH THICK	5438 SY	30.00	163,140.00	23.00	125,074.00	21.50	116,917.00	0.00	0.00
134	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 3 INCH THICK	10 SY	40.00	400.00	22.00	220.00	20.50	205.00	0.00	0.00
135	JOB MIX COMPLIANCE PRICE ADJUSTMENT	-1 CAL	1.00	-1.00	1.00	-1.00	1.00	-1.00	0.00	0.00
136	COMPACTION PRICE ADJUSTMENT	1 CAL	4,240.00	4,240.00	4,240.00	4,240.00	4,240.00	4,240.00	0.00	0.00
137	CONCRETE STRUCTURE - CSO 6	1 LS	*****	2,050,000.00	*****	1,734,180.21	*****	1,710,000.00	*****	0.00
138	CONCRETE PIPE ANCHOR	3 EA	1,000.00	3,000.00	883.00	2,649.00	4,100.00	12,300.00	0.00	0.00

<i>Project Number:</i> 2010044			<i>Engineer's Estimate</i>		Lydig Construction Inc		Garco Construction Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Public Street Improvement					
139	STORM SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	231 LF	36.00	8,316.00	60.00	13,860.00	46.00	10,626.00	0.00	0.00
140	MANHOLE TYPE I-48, BASIC PRICE	6 EA	3,000.00	18,000.00	2,054.00	12,324.00	3,500.00	21,000.00	0.00	0.00
141	MANHOLE TYPE II-54, BASIC PRICE	3 EA	4,000.00	12,000.00	3,551.00	10,653.00	6,500.00	19,500.00	0.00	0.00
142	MANHOLE TYPE II-72, BASIC PRICE	3 EA	6,000.00	18,000.00	4,350.00	13,050.00	7,200.00	21,600.00	0.00	0.00
143	MANHOLE TYPE II-96, BASIC PRICE	6 EA	7,000.00	42,000.00	5,172.00	31,032.00	10,900.00	65,400.00	0.00	0.00
144	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	4 VF	250.00	1,000.00	107.00	428.00	170.00	680.00	0.00	0.00
145	MANHOLE ADDITIONAL HEIGHT 54 IN. DIAM. TYPE II	41 VF	300.00	12,300.00	134.00	5,494.00	250.00	10,250.00	0.00	0.00
146	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE II	41 VF	350.00	14,350.00	145.00	5,945.00	350.00	14,350.00	0.00	0.00
147	MANHOLE ADDITIONAL HEIGHT 96 IN. DIAM. TYPE II	52 VF	400.00	20,800.00	171.00	8,892.00	460.00	23,920.00	0.00	0.00
148	DRYWELL TYPE 1	1 EA	3,200.00	3,200.00	4,550.00	4,550.00	3,461.00	3,461.00	0.00	0.00
149	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	9 EA	400.00	3,600.00	300.00	2,700.00	330.00	2,970.00	0.00	0.00
150	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	5 EA	600.00	3,000.00	503.00	2,515.00	575.00	2,875.00	0.00	0.00
151	CATCH BASIN TYPE 1	11 EA	2,500.00	27,500.00	1,931.00	21,241.00	2,125.00	23,375.00	0.00	0.00
152	CATCH BASIN TYPE 3	4 EA	2,500.00	10,000.00	1,931.00	7,724.00	2,200.00	8,800.00	0.00	0.00
153	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	600.00	1,200.00	690.00	1,380.00	786.00	1,572.00	0.00	0.00
154	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	19 EA	700.00	13,300.00	722.00	13,718.00	786.00	14,934.00	0.00	0.00
155	CONNECT 8 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	118.00	118.00	420.00	420.00	0.00	0.00

<i>Project Number:</i> 2010044			<i>Engineer's Estimate</i>		Lydig Construction Inc		Garco Construction Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Public Street Improvement					
156	CONNECT 36 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	1,500.00	3,000.00	680.00	1,360.00	560.00	1,120.00	0.00	0.00
157	CONNECT 48 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	1,800.00	1,800.00	1,118.00	1,118.00	1,200.00	1,200.00	0.00	0.00
158	RECONSTRUCT MANHOLE INVERT	5 EA	500.00	2,500.00	466.00	2,330.00	1,015.00	5,075.00	0.00	0.00
159	INTERIOR DROP CONNECTION 10 IN. DIAM	1 EA	1,000.00	1,000.00	4,872.00	4,872.00	4,241.00	4,241.00	0.00	0.00
160	MANHOLE TEST	21 EA	500.00	10,500.00	305.00	6,405.00	525.00	11,025.00	0.00	0.00
161	CLEANING EXISTING DRAINAGE STRUCTURE	6 EA	200.00	1,200.00	155.00	930.00	130.00	780.00	0.00	0.00
162	TRENCH SAFETY SYSTEM	1 LS	*****	10,000.00	*****	326,750.00	*****	11,855.00	*****	0.00
163	RECONNECT SIDE SEWER	1 EA	500.00	500.00	1,926.00	1,926.00	800.00	800.00	0.00	0.00
164	RECONNECT SIDE SEWER, DUCTILE IRON	2 EA	750.00	1,500.00	2,570.00	5,140.00	800.00	1,600.00	0.00	0.00
165	SIDE SEWER CLEANING AND VIDEO INSPECTION	3 EA	200.00	600.00	385.00	1,155.00	325.00	975.00	0.00	0.00
166	CATCH BASIN SEWER PIPE 8 IN. DIAM.	358 LF	35.00	12,530.00	52.00	18,616.00	21.50	7,697.00	0.00	0.00
167	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	82 LF	50.00	4,100.00	69.00	5,658.00	36.50	2,993.00	0.00	0.00
168	PLUGGING EXISTING PIPE	4 EA	500.00	2,000.00	482.00	1,928.00	300.00	1,200.00	0.00	0.00
169	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	35,000.00	*****	802.00	*****	19,517.00	*****	0.00
170	ENCASE WATER/SEWER AT CROSSINGS	1 EA	500.00	500.00	310.00	310.00	1,200.00	1,200.00	0.00	0.00
171	CLEANING EXISTING SANITARY SEWER	5 EA	500.00	2,500.00	155.00	775.00	200.00	1,000.00	0.00	0.00
172	D.I. PIPE FOR WATER MAIN 8 IN. DIAM.	595 LF	50.00	29,750.00	73.00	43,435.00	49.00	29,155.00	0.00	0.00
173	GATE VALVE 8 IN.	1 EA	750.00	750.00	1,430.00	1,430.00	1,656.00	1,656.00	0.00	0.00

<i>Project Number:</i> 2010044			<i>Engineer's Estimate</i>		Lydig Construction Inc		Garco Construction Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>					Public Street Improvement					
174	HYDRANT ASSEMBLY	1 EA	2,500.00	2,500.00	7,090.00	7,090.00	5,414.00	5,414.00	0.00	0.00
175	TRENCH EXCAVATION FOR RECONNECTION OF EXISTING HYDRANT	1 EA	2,000.00	2,000.00	2,375.00	2,375.00	205.00	205.00	0.00	0.00
176	CSO FACILITY WATER SUPPLY & BACKFLOW PREVENTER ASSEMBLIES	1 LS	*****	50,000.00	*****	12,664.00	*****	74,101.00	*****	0.00
177	WATER TAP APPLICATION FEE	3 EA	40.00	120.00	40.00	120.00	40.00	120.00	0.00	0.00
178	4 INCH DOMESTIC WATER TAP INSTALLATION FEE	1 EA	6,115.00	6,115.00	6,115.00	6,115.00	6,115.00	6,115.00	0.00	0.00
179	TRENCH EXCAVATION FOR WATER SERVICE TAP	10 CY	135.00	1,350.00	209.00	2,090.00	30.00	300.00	0.00	0.00
180	1 INCH IRRIGATION WATER TAP INSTALLATION FEE	1 EA	4,135.00	4,135.00	4,135.00	4,135.00	4,135.00	4,135.00	0.00	0.00
181	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	165 LF	50.00	8,250.00	49.00	8,085.00	38.00	6,270.00	0.00	0.00
182	SANITARY SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	185 LF	80.00	14,800.00	69.00	12,765.00	46.00	8,510.00	0.00	0.00
183	SANITARY SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	107 LF	120.00	12,840.00	123.00	13,161.00	96.00	10,272.00	0.00	0.00
184	SANITARY SEWER PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	500 LF	225.00	112,500.00	127.00	63,500.00	112.00	56,000.00	0.00	0.00
185	SANITARY SEWER PIPE 36 IN. DIAM. RCP CL IV INCL. STRUCTURAL EXCAVATION CLASS B	587 LF	300.00	176,100.00	401.00	235,387.00	250.00	146,750.00	0.00	0.00
186	SANITARY SEWER PIPE 48 IN. DIAM. RCP CL IV INCL. STRUCTURAL EXCAVATION CLASS B	102 LF	350.00	35,700.00	519.00	52,938.00	228.00	23,256.00	0.00	0.00
187	SIDE SEWER PERMIT	3 EA	40.00	120.00	40.00	120.00	40.00	120.00	0.00	0.00
188	FLOW CONTROL DEVICES & CONTROLS	1 LS	*****	200,000.00	*****	126,900.00	*****	135,000.00	*****	0.00
189	DETENTION TANK APPURTENANCES	1 LS	*****	90,000.00	*****	119,000.00	*****	225,048.00	*****	0.00

Project Number: 2010044			Engineer's Estimate		Lydig Construction Inc		Garco Construction Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Public Street Improvement

190	MECHANICAL AND ODOR CONTROL EQUIPMENT	1 LS	*****	430,000.00	*****	577,400.00	*****	347,645.00	*****	0.00
191	ESC LEAD	1 LS	*****	8,000.00	*****	1,000.00	*****	500.00	*****	0.00
192	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	25,000.00	*****	16,000.00	*****	25,700.00	*****	0.00
193	SEEDING, MULCHING, AND FERTILIZING BY HAND, INCL. PLANT ESTABLISHMENT	1 LS	*****	30,000.00	*****	3,210.00	*****	5,000.00	*****	0.00
194	TOPSOIL TYPE A, 2 INCH THICK	66 SY	10.00	660.00	57.00	3,762.00	31.46	2,076.36	0.00	0.00
195	PSIPE SASKATOON SERVICEBERRY, 3 GAL	7 EA	200.00	1,400.00	27.00	189.00	38.00	266.00	0.00	0.00
196	PLANT SELECTION KARL FOERSTER FEATHER REED GRASS, 1 GAL	7 EA	18.00	126.00	16.00	112.00	15.71	109.97	0.00	0.00
197	PLANT SELECTION DWARF BLOOD-RED CRANESBILL, 1 GAL	74 EA	18.00	1,332.00	16.00	1,184.00	16.50	1,221.00	0.00	0.00
198	PLANT SELECTION SHIROBANA SPIREA, 1 GAL	48 EA	18.00	864.00	16.00	768.00	24.21	1,162.08	0.00	0.00
199	PLANT SELECTION DWARF GOLDEN JAPANESE YEW, 3 GAL	15 EA	30.00	450.00	27.00	405.00	9.00	135.00	0.00	0.00
200	LANDSCAPING	1 LS	*****	32,000.00	*****	22,350.00	*****	26,900.00	*****	0.00
201	WEED AND PEST CONTROL	1 FA	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	0.00	0.00
202	SEEDED LAWN INSTALLATION	1200 SY	4.00	4,800.00	1.20	1,440.00	1.10	1,320.00	0.00	0.00
203	SOD INSTALLATION	458 SY	12.00	5,496.00	4.00	1,832.00	3.95	1,809.10	0.00	0.00
204	2 INCH CALIPER SHADE TREE	2 EA	450.00	900.00	188.00	376.00	450.00	900.00	0.00	0.00
205	IRRIGATION SYSTEMS	1 LS	*****	8,500.00	*****	5,675.00	*****	8,434.00	*****	0.00
206	4 IN. PVC IRRIGATION SLEEVE	56 LF	12.00	672.00	5.50	308.00	12.00	672.00	0.00	0.00
207	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,500.00	*****	1,925.00	*****	1,000.00	*****	0.00

Project Number: 2010044			Engineer's Estimate		Lydig Construction Inc		Garco Construction Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Public Street Improvement

208	CEMENT CONCRETE CURB	113 LF	18.00	2,034.00	16.00	1,808.00	15.00	1,695.00	0.00	0.00
209	CEMENT CONC. CURB AND GUTTER	2919 LF	23.00	67,137.00	11.00	32,109.00	10.00	29,190.00	0.00	0.00
210	CEMENT CONCRETE DRIVEWAY	269 SY	50.00	13,450.00	64.00	17,216.00	40.00	10,760.00	0.00	0.00
211	CEMENT CONCRETE DRIVEWAY TRANSITION	82 SY	70.00	5,740.00	56.00	4,592.00	40.00	3,280.00	0.00	0.00
212	MONUMENT FRAME AND COVER	11 EA	600.00	6,600.00	1,340.00	14,740.00	340.00	3,740.00	0.00	0.00
213	CEMENT CONC. SIDEWALK	740 SY	12.00	8,880.00	57.00	42,180.00	30.00	22,200.00	0.00	0.00
214	RAMP DETECTABLE WARNING	88 SF	10.00	880.00	21.00	1,848.00	20.00	1,760.00	0.00	0.00
215	SAWCUTTING TRIP HAZARD	50 SF	20.00	1,000.00	21.00	1,050.00	20.00	1,000.00	0.00	0.00
216	SIGNING, PERMANENT	1 LS	*****	10,000.00	*****	9,205.00	*****	4,200.00	*****	0.00
217	PAVEMENT MARKING - DURABLE INLAY TAPE	1445 SF	10.00	14,450.00	9.00	13,005.00	8.75	12,643.75	0.00	0.00
218	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	2 EA	200.00	400.00	134.00	268.00	123.50	247.00	0.00	0.00
219	ELECTRICAL SYSTEM - CSO 6	1 LS	*****	200,000.00	*****	174,500.00	*****	192,300.00	*****	0.00
220	WATERPROOFING	210 SY	70.00	14,700.00	79.00	16,590.00	70.40	14,784.00	0.00	0.00
Schedule Totals				5,777,617.50		6,383,954.00		6,762,337.01		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	5,777,617.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,777,617.50
Clearwater Constructio	5,135,394.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,135,394.00
Halme Construction Inc	5,370,034.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,370,034.53
Contractors Northwest I	6,260,304.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,260,304.30
Lydig Construction Inc	6,383,954.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,383,954.00
Garco Construction Inc	6,762,337.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,762,337.01

Low Bid Contractor: Clearwater Construction & Management

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$5,135,394.00	\$5,777,617.50	11.12	% Under Estimate
Bid Totals	\$5,135,394.00	\$5,777,617.50	11.12	% Under Estimate

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

03/09/2015

Date Rec'd

2/17/2015

Clerk's File #

OPR 2015-0182

Renews #Submitting Dept

ENGINEERING SERVICES

Cross Ref #Contact Name/Phone

DAN BULLER 625-6391

Project #

2015073

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

CR 15215

Agenda Item Name

0370 - FAITH BIBLE CHURCH PURCHASE & SALE AGREEMENT - WATER DEPT WELLS

Agenda Wording

Purchase and Sale Agreement with Faith Bible Church, 601 West Cora Avenue, in conjunction with a Water Department well site project, for an amount not to exceed \$235,000.00 including all closing costs. Remit funds to First American Title Company.

Summary (Background)

This well site project will improve supply redundancy and reliability as well as develop a supply source away from the Spokane River. The Water Department proposes acquiring a well site on the near northwest side of Spokane.

Fiscal ImpactBudget Account

Expense \$ 235,000.00

4250 42300 94000 56501 04100

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

TWOHIG, KYLE

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

Public Works 2/23/15

Finance

LESESNE, MICHELE

Distribution ListLegal

RICHMAN, JAMES

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For the Mayor

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Additional Approvals

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Purchasing

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BRIEFING PAPER
Public Works Committee
Engineering Services
February 23, 2015

Subject:

Water Department well site purchase

Background:

- The City's largest wells are located adjacent to the Spokane River and other utilities. To increase supply reliability and redundancy in the event of problems with existing wells, transmission mains or other utilities, and to increase operational flexibility and efficiency, the Water Department proposes to develop wells away from both the Spokane River and these other utilities.
- Existing sources of supply are located along the river, on the lower south hill and on the northeast side of Spokane. The new well is being developed on the near northwest side of the City in favorable aquifer conditions with proximity to existing transmission mains.

The proposed well site is on the west edge of property owned by Faith Bible Church in the location shown in the attached exhibit.

Required property size was determined by the need for a wellhead protection zone as required by the Washington State Department of Health. The required protection zone is all land within a 100' radius of the proposed wells inside of which the City needs to control land use such that only land uses compatible with wellhead protection are permitted. The minimum required property size, therefore, is approximately 1.5 acres.

Property valuation is \$3/SF, the assessed value of the adjacent multifamily parcels.

Public Impact:

Design and construction of the proposed wells and associated well pumping station building is 3-4 years away. Early in the design process, the public involvement process will begin.

The proposed agreement includes language stipulating that the building associated with the proposed wells will be compatible with the residential character of the surrounding neighborhood as well as the architecture of the adjacent church from which the well site property is being acquired.

Action:

A written agreement has been reached with the property owner for the purchase of this 1.67 acre property for \$220,000. Staff requests approval to purchase.

Funding

Purchase funded with Water Department funds.



After Recording Return to
City of Spokane Engineering Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201-3343

Clerk No. 2015-0182

PURCHASE AND SALE AGREEMENT

This Agreement is entered into as of _____ day of _____, 2015 (the "Effective Date"), by and between FAITH BIBLE CHURCH, a Washington nonprofit corporation ("Seller"), and the CITY OF SPOKANE, a Washington municipal corporation ("Buyer" or "City").

WHEREAS, the Buyer and Seller are desirous of entering into an agreement whereby the Buyer will purchase property owned by the Seller

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

1. Sale of Property. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, subject to the terms and conditions set forth in this Agreement, a portion of the real property located at 600 W. Cora Avenue, situated in the City and County of Spokane, State of Washington, and legally described as:

A portion of land in the southeast quarter of section 6, township 25 north, range 43 east, W.M. being a portion of Plat of Resurvey of Blocks. I.J.K.M.N.O.P.Q.T.U.V.W.X.Y. WHITING'S SECOND ADDITION to the City of Spokane Falls as recorded in volume D of plats, page 34 and being more particularly described as follows:

The east 300.00 feet of the west 330 feet of Block 30 of said Plat of Resurvey of Blocks. I.J.K.M.N.O.P.Q.T.U.V.W.X.Y. WHITING'S second ADDITION to the City of Spokane Falls, except lots 1 through 7, inclusive, of said block 30.

Situate in the City of Spokane, Spokane County, Washington.

TOGETHER WITH all of Seller's right, title and interest in and to any rights, licenses, privileges, reversions and easements pertinent to the real property, including, without limitation, all minerals, oils, gas and other hydrocarbon substances on and under the real property as well as all development rights, air rights, water rights, water and water stock relating to the real property and any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the real property (collectively, the "Property"). Seller and Purchaser authorize Closing Agent to correct the legal description to match that supplied by the Title Company for the portion of the tax parcel number provided above.

2. Purchase Price and Earnest Money.

2.1 Purchase Price. The total purchase price for the Property (the "Purchase Price") will be TWO HUNDRED TWENTY THOUSAND and 00/100 Dollars (\$220,000.00). The Purchase Price will be paid to Seller in cash through escrow at closing. Seller acknowledges that Buyer has the present ability and statutory authority to use its power of eminent domain against the subject Property, pursuant to Chapter 8.12 RCW, but that this agreement is being entered into voluntarily and in lieu of Buyer's exercise of that authority. Seller and Buyer further acknowledge that the purchase price represents the fair market value of the Property.

2.2 Earnest Money. Upon execution of this Agreement by both Seller and Buyer, Buyer shall deliver to First American Title Insurance Company in Spokane, Washington ("Title Company"), as escrow agent for the closing of this transaction, TEN THOUSAND and 00/100 Dollars (\$10,000.00), by City Warrant, to be paid or delivered as earnest money (the "Earnest Money") in part payment for the Purchase Price of the Property. The Title Company will hold the Earnest Money for the benefit of the parties pursuant to the terms of this Agreement. Interest will accrue on the Earnest Money for the benefit of Buyer; provided, however, that if Buyer forfeits the Earnest Money to Seller pursuant to the terms of this Agreement, then all interest accrued on the Earnest Money will be paid to Seller.

3. Title to the Property.

3.1 Conveyance. At closing Seller shall convey to Buyer fee simple title to the Property by a duly executed and acknowledged statutory warranty deed (the "Deed"), free and clear of all defects and encumbrances and subject only to those exceptions that Buyer approves pursuant to Section 3.2 below (the "Permitted Exceptions").

3.2 Preliminary Commitment. Buyer shall order a preliminary commitment for an owner's standard coverage policy of title insurance (or, at Buyer's election and cost, an owner's extended coverage policy of title insurance) in the amount of the Purchase Price to be issued by the Title Company and accompanied by copies of

all documents referred to in the commitment (the "Preliminary Commitment"). Buyer shall advise Seller by written notice what exceptions to title, if any, are disapproved by Buyer ("Disapproved Exceptions") within twenty (20) business days of the Effective Date. All monetary encumbrances other than nondelinquent ad valorem property taxes will be deemed to be disapproved. Seller will have ten (10) days after receipt of Buyer's notice to give Buyer notice that (i) Seller will remove Disapproved Exceptions or (ii) Seller elects not to remove Disapproved Exceptions. If Seller fails to give Buyer notice before the expiration of the ten (10) day period, Seller will be deemed to have elected not to remove Disapproved Exceptions. Notwithstanding anything to the contrary in this Agreement, Seller shall remove from title on or before the Closing Date all monetary encumbrances other than those approved by Buyer.

If Seller elects not to remove any nonmonetary Disapproved Exemptions, Buyer will have until the expiration of the Feasibility Study Period to notify Seller of Buyer's election either to proceed with the purchase and take the Property subject to those exceptions, or to terminate this Agreement. If Seller gives notice that it will cause one or more nonmonetary exceptions to be removed but fails to remove any of them from title on or before the Closing Date, Buyer will have the right to terminate this Agreement by written notice to Seller. If Buyer elects to terminate this Agreement under this Section 3.2, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement. If this Agreement is terminated through no fault of Seller, then Buyer shall pay any costs of terminating the escrow and any cancellation fee charged by the Title Company for its Preliminary Commitment.

3.3 Title Policy. Seller shall cause Title Company to issue to Buyer at closing a standard coverage owner's policy of title insurance insuring Buyer's title to the Property in the full amount of the Purchase Price subject only to the Permitted Exceptions (the "Title Policy"). The Title Policy must be dated as of the Closing Date. The Title Company shall be First American Title Company.

4. Conditions to Closing.

4.1 Due Diligence Materials. Seller shall provide to Buyer, or make available to Buyer for inspection, as soon as possible (but in any event no later than five (5) days after the Effective Date) all materials specified in this Section 4.1 that exist and that are in Seller's actual possession or that Seller knows exist and to which Seller has access (collectively, the "Due Diligence Materials"). If Seller thereafter discovers any additional items that should have been included among the due diligence materials, Seller shall promptly deliver them to Buyer. Due Diligence Materials will include:

4.1.1 copies of any existing and proposed easements, covenants, restrictions, agreements or other documents that, to Seller's knowledge, affect title to the Property and that are not disclosed by the Preliminary Commitment;

4.1.2 all surveys, plats or plans relating to the Property;

4.1.3 all leases for the Property, or any portion thereof, if any;

4.1.7 notice of any existing or threatened litigation affecting or relating to the Property and copies of any pleadings with respect to that litigation;

4.1.8 (i) all governmental permits and approvals obtained or held by Seller and relating to (A) the construction, operation, use or occupancy of any part of the Property or (B) zoning, land-use, subdivision, environmental, building and construction laws and regulations restricting, regulating or otherwise affecting the use, occupancy or enjoyment of the Property (collectively, "Permits") and (ii) any notices of violation of any Permits, or of any of the laws and regulations described in this Section 4.1.8;

4.1.9 (i) all environmental assessment reports with respect to the Property that were performed or are being performed by or for Seller, (ii) any raw data that relates to the environmental condition of the Property, (iii) any governmental correspondence, orders, requests for information or action and other legal documents that relate to the presence of Hazardous Material (as defined in Section 13 below) on, in or under the Property, and (iv) any other information material to the environmental condition or potential contamination of the Property; and

4.1.10 all documents described in Section 1 above not otherwise included herein.

4.2 Feasibility Study.

4.2.1 Feasibility period. On or before August 31, 2015, Buyer may, at Buyer's sole cost, conduct a review with respect to the Property and satisfy itself with respect to the condition of and other matters related to the Property and its suitability for Buyer's intended use (the "Feasibility Study").

The Feasibility Study may include all inspections and studies Buyer deems necessary or desirable, in its sole discretion; provided that any inspection, study, or testing that disturbs the land or Seller's operation of its Church on adjoining property, must be approved in advance and in writing by Seller. Buyer and Buyer's agents, representatives, consultants, architects and engineers will have the right, from time to time, from and after the date of this Agreement to enter onto the Property and make borings, drive test piles and conduct any other test and studies that may be necessary or desirable to ascertain the condition and suitability of the Property for Buyer's intended use. Such tests and inspections are to be performed in a manner not disruptive to tenants or to the operation of the Property. Buyer shall protect, defend and indemnify Seller from and against any construction or other liens or encumbrances arising out of or in connection with its exercise of this right of entry and shall cause any such liens or encumbrances to be promptly released.

4.2.2 Termination of Agreement. Buyer will have the right to terminate this Agreement on or before August 31, 2015, if, in Buyer's good faith judgment, the Property is not suitable for Buyer's intended use or does not meet Buyer's intended investment objectives. Buyer's right to terminate must be exercised by delivering written notice of its election to Seller on or before the expiration of the Feasibility Study Period. If no termination notice is given, Buyer's investigation of the Property shall be deemed satisfactory and the contingencies set out in Paragraphs 4.3.1, 4.3.2, 4.3.5 and 4.3.7 below shall be deemed satisfied and waived. In the event Buyer does not complete the purchase, Buyer shall return the Property as near as is practicable to its original condition. If Buyer terminates this Agreement pursuant to this Section 4.2.2, this Agreement will terminate, Seller may retain the Earnest Money, and Seller and Buyer will be released from all further obligation or liability hereunder, except as otherwise specified by this Agreement.

4.2.3 Confidentiality of studies and reports. Prior to closing of the purchase of the Property, Buyer will not distribute or divulge the information or materials it and its agents and consultants may generate in connection with the Feasibility Study to other persons except as may be required by law or as may be necessary or desirable in connection with Buyer's evaluation of the Property and its suitability; provided, that during this time period no information or materials concerning wetlands or environmental matters will be divulged to any governmental entity without Seller's consent, unless required by law. If Buyer elects not to purchase the Property, Buyer agrees that, except as may be required by law, it will not further divulge or further distribute the information and materials except with Seller's consent.

Notwithstanding the foregoing, if Buyer elects not to purchase the Property, and if Seller requests copies of the written reports and studies prepared for Buyer in connection with its Feasibility Study, then Buyer will deliver to Seller copies of the final reports and studies at no expense to Seller. Buyer will, in that event, cooperate reasonably with Seller to coordinate Seller's communications with the consultants, provided Buyer will not be obligated to bear any costs or expend more than a reasonable period of time in doing so.

4.2.4 Buyer's indemnification. Buyer agrees to assume all liability for and to defend, indemnify and save Seller harmless from all liability and expense (including reasonable attorneys' fees) in connection with all claims, suits and actions of every name, kind and description brought against Seller or its agents or employees by any person or entity as a result of or on account of injuries or damages to person, entities and/or property received or sustained, arising out of, in connection with or as a result of the acts or omissions of Buyer or its agents or employees in exercising its rights under the right of entry granted in this Section 4, except for claims caused by Seller's negligence.

4.3 Contingencies. The parties' obligation to purchase the Property is expressly contingent upon the following:

4.3.1 Feasibility Study. Buyer's approval, prior to expiration of the Feasibility Study Period, of the suitability of the Property as a result of the Feasibility Study;

4.3.2 Environmental condition. Buyer's approval, prior to expiration of the Feasibility Study Period, of the environmental condition of the Real Property pursuant to Section 10 below;

4.3.3 Title Policy. Buyer's receipt of Title Company's firm commitment to issue, upon closing, the Title Policy as described in Section 3.3;

4.3.4 Representations and warranties. All of Seller's representations and warranties contained in or made pursuant to this Agreement being true and correct when made and as of the Closing Date;

4.3.5 Boundary Line Adjustment. Buyer's receipt of approval, prior to expiration of the Feasibility Study Period, and at Buyer's expense, of a boundary line adjustment separating the Property as a separate parcel for tax purposes;

4.3.6 Seller's compliance. Seller's timely performance of all of its obligations under this Agreement; provided, Seller will be given notice of any failure on its part to perform obligations pursuant to Seller's warranties made in Section 9 below and those obligations required of it during the Feasibility Study Period, and will have a period of time that is reasonable under the circumstance to cure its nonperformance; and

4.3.7 Other buyer's approvals. Buyer's approval, prior to the expiration of the feasibility study, of the Due Diligence Materials.

The foregoing conditions contained in subsections 4.3.1 through 4.3.7 are collectively referred to in this Agreement as "Buyer's Contingencies."

4.3.8 Approval of Seller's Lender. Receipt by Seller of written approval from its Lender that it approves the boundary line adjustment and will release its security interest in the Property; and

4.3.9 Approval of Seller's Board of Trustees. Receipt by Seller of approval of this Agreement from its Board of Trustees.

The foregoing conditions contained in subsection 4.3.8 through 4.3.10 are collectively referred to in this Agreement as "Seller's Contingencies."

4.4 Satisfaction/waiver of Buyer's Contingencies. Buyer's Contingencies are solely for the benefit of Buyer. If any of Buyer's Contingencies are not timely satisfied, Buyer will have the right at its sole election either to waive any of them in writing and proceed with the purchase or to terminate this Agreement. If Buyer does not give written Notice to Terminate as provided in Paragraph 4.2.2 above, Buyer will be

deemed to have waived the contingencies set out in Paragraphs 4.3.1, 4.3.2, 4.3.5 and 4.3.7 above. Except as otherwise provided in Section 10.4. below, if Buyer elects to terminate this Agreement, the escrow will be terminated, all documents and other funds will be returned to the party who deposited them, except that, Seller may retain the Earnest Money, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement, and except that each party shall pay one-half (1/2) of the cost of the Title Company's cancellation charge for its Preliminary Commitment.

4.5 Satisfaction / waiver of Seller's Contingency. In the event Seller is unable to satisfy or waive Seller's Contingencies by August 31, 2015, Seller may terminate this Agreement. If Seller elects to terminate this Agreement under this Section 4.5, it will notify Buyer in writing, and the escrow will be terminated, all documents and other funds (including, by way of example and without limitation, the Earnest Money) will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement except as otherwise provided in this Agreement. In such event each party shall pay one-half of the Title Company's cancellation charge for its Preliminary Commitment.

5. Closing Date. This transaction will be closed in escrow by the Title Company acting as escrow agent ("Escrow Agent"). The closing will be held at the offices of the Title Company on or before that date which is fifteen (15) days after the end of the Feasibility Study Period, but in any event no later than September 15, 2015 (the "Closing Date"). If closing does not occur on or before the Closing Date, or any later date mutually agreed to in writing by Seller and Buyer, Escrow Agent will immediately terminate the escrow forward the Earnest Money to the party entitled to receive it as provided in this Agreement, and return all documents to the party that deposited them.

6. Closing.

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

6.1.1 the duly executed and acknowledged Deed;

6.1.2 a duly executed and acknowledged Real Estate Tax Affidavit;

6.1.3 A nonforeign affidavit pursuant to Section 1445 of the Internal Revenue Code;

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

6.1.5 A certificate reaffirming as of the Closing Date that all of Seller's representations and warranties under the Agreement are true and correct; and

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

6.2.1 cash in an amount sufficient to pay the Purchase Price less the Earnest Money, plus Buyer's share of closing costs;

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

6.2.3 any other documents or instruments Buyer is obligated to provide pursuant to this Agreement (if any) in order to close this transaction; and

6.2.4 a certificate reaffirming as of the Closing Date that all of Buyer's representations and warranties under this Agreement are true and accurate.

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

6.4 Closing Costs.

6.4.1 Seller's Costs. Seller shall pay the premium for a standard coverage owner's policy of title insurance in the full amount of the Purchase Price, the cost of releasing Seller's Lender's security interest in the Property, and one-half of Title Company's escrow fee.

6.4.2 Buyer's Costs. Buyer shall pay the additional premium, if any, attributable to the extended coverage owner's policy of title insurance (if elected by Buyer) and any endorsements required by Buyer, State of Washington real estate excise taxes, the costs of segregating the Property from Tax Parcel No. 35064.3611, if any, all current and past property taxes, interest and penalties assessed against the Property as a result of this transaction, the cost of recording the Deed and one-half of Title Company's escrow fee. Buyer and Seller acknowledge that the Property is being purchased under the threat of condemnation pursuant to Title 8 RCW, and is therefore exempt from the real estate excise tax pursuant to WAC 458-61A-206.

6.5 Foreign Investment in Real Property Tax Act. The parties agree to comply in all respects with Section 1445 of the Internal Revenue Code and the regulations issued thereunder (the "Regulations"). If Seller is not a "foreign person" (as defined in the Regulations), Seller shall deliver to Buyer through escrow a nonforeign certificate as prescribed by the Regulations, properly executed and in form and content satisfactory to Buyer. If Seller is a "foreign person" or fails or refuses to deliver the nonforeign certificate, or if Buyer receives notice, or has actual knowledge, that the nonforeign certificate is false, a tax equal to 10% of the Purchase Price will be withheld

through escrow and paid by Escrow Agent to the Internal Revenue Service in the manner prescribed by the Regulations, unless withholding is reduced or excused in the manner prescribed by the Regulations.

In the event of any withholding, Seller's obligations to deliver title and close this transaction will not be excused or otherwise affected.

7. Accounts Payable. N/A

8. Seller's Covenant to Operate and Maintain. Prior to the Closing Date, Seller shall maintain, repair, manage and operate the Property in a businesslike manner in accordance with Seller's prior practices and Seller shall not dissipate any portion of the Property, subject to Buyers responsibilities under the current lease.

9. Representations and Warranties.

9.1 Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

9.1.1 Seller has full power and authority to convey the Property to Buyer.

9.1.2 To the best of Seller's knowledge, all Due Diligence Materials and other instruments and documents delivered to Buyer pursuant to this Agreement are complete and accurate originals or copies, and Seller shall advise Buyer in writing of any inaccuracies in said materials as Seller becomes aware of them. With respect to all other instruments and documents delivered or required to be delivered to Buyer by Seller pursuant to this Agreement, Seller has not purposefully altered or withheld any of them.

9.1.3 Seller has not received notice of any special assessment or condemnation proceedings affecting the Property.

9.1.4 To the best of Seller's knowledge, there is no litigation pending or threatened against Seller (or any basis for any claim) that arises out of the ownership of the Property and that might materially and detrimentally affect (1) the use or operation of the Property for Buyer's intended use, or (ii) the ability of Seller to perform its obligations under this Agreement, or (iii) the value of the Property.

9.1.5 This Agreement and all documents executed by Seller that are to be delivered to Buyer at closing are, or at the time of closing will be, (1) duly authorized, executed and delivered by Seller, (ii) legal, valid and binding obligations of Seller, (iii) sufficient to convey title (if they purport to do so), and (iv) in compliance with all provisions of all agreements and judicial orders to which Seller is a party or to which Seller or all or any portion of the Property is subject.

9.1.6 As of the Effective Date, Seller has no liability for tenant security deposits.

9.1.7 Seller has received no notice of any failure of Seller to comply with any applicable governmental requirements in respect of the use, occupation and construction of the Property, including, but not limited to, environmental, fire, health, safety, zoning, subdivision and other land use requirements that have not been corrected to the satisfaction of the appropriate governmental authority, and Seller has received no notice of, and has no knowledge, any violations or investigation relating to any such governmental requirement.

9.1.8 Seller has received no notice of any default or breach by Seller under any covenants, conditions, restrictions, rights of way or easements that may affect Seller in respect to the Property or may affect the Property or any portion thereof and no such default or breach now exists.

9.1.9 No building or other improvement encroaches on the Property, nor does any building or improvement that is a part of the Property encroach on lands of others or any public or private road or right of way.

9.1.10 There are no leases affecting any part of the Property and there are no written or oral promises, understandings or agreements between Seller and any tenant that have not been disclosed by Seller as part of the materials provided by Buyer.

9.1.11 To Seller's knowledge there are no permits, licenses or consents required by any governmental authority in connection with the use and occupancy of the Property except those previously obtained by Seller and delivered to Buyer, and Seller knows of no local improvement districts proposed which will affect the Property.

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

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

9.2 Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

9.2.1 Buyer is a municipal corporation, duly organized and validly existing under the laws of the state of Washington; this Agreement and all documents executed by Buyer that are to be delivered to Seller at closing are, or at the time of closing will be (i) duly authorized, executed and delivered by Buyer, (ii) legal, valid and

binding obligations of Buyer, and (iii) in compliance with all provisions of all agreements and judicial orders to which Buyer is a party or to which Buyer is subject.

9.2.2 Buyer is purchasing the Property for the sole purpose of constructing, maintaining and operating a water well facility, generally consistent with Buyer's Preliminary Site Plans attached and incorporated herein as Exhibit B hereto (which Seller hereby approves), to produce water for public consumption by the City of Spokane's water system customers (the "Project"), and shall not use the Property for any other purpose.

9.2.3 Buyer shall design its buildings and landscaping in a manner that is compatible with a residential neighborhood, by substantially conforming the appearance of the buildings and landscaping to designs that are compatible with other homes in the area. Before implementing construction of any buildings and land landscaping, Buyer shall present all architectural designs and plans for any buildings and landscaping to Seller for approval, which Seller shall not unreasonably withhold, to assure that the design of the structure and exterior appearance is compatible with the neighborhood and Seller's church building.

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

10. Hazardous Materials.

10.1 Definitions.

10.1.1 "Environmental Laws." The term "Environmental Laws" means any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health and the environment.

10.1.2 "Hazardous Material." The term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. Sec. 172.10) or by the United States Environmental Protection Agency as hazardous substances (40 C.F.R. pt. 302 and amendments thereto) or in the Washington Hazardous Waste Management Act (Ch. 70.105D RCW) or the Model Toxics Control Act (Chs. 70.105D RCW, 82.21 RCW), petroleum products and their derivatives, and such other substances, materials and wastes as become regulated or subject to cleanup authority under any Environmental Laws.

10.2 Compliance with Environmental Laws. Seller represents and warrants that:

10.2.1 Seller has no actual knowledge of the release or presence of any Hazardous Materials on, in, from or onto the Property.

10.2.2 Seller has not generated, manufactured, refined, transported, stored, handled, disposed of or release any Hazardous Material on the Property, nor has Seller permitted the foregoing;

10.2.3 To the best of Seller's actual knowledge, Seller has obtained all approvals and caused all notifications to be made as required by Environmental Laws;

10.2.4 To the best of Seller's actual knowledge, Seller has not received any notice of any violation of any Environmental Laws;

10.2.5 To the best of Seller's actual knowledge, no action has been commenced or threatened regarding Seller's compliance with any Environmental Laws;

10.2.6 To the best of Seller's actual knowledge, no tanks used for the storage of any Hazardous Material above or below ground are present or were at any time present on or about the Property; and

10.2.7 To the best of Seller's actual knowledge, during Seller's ownership of the Property no action has been commenced or threatened regarding the presence of any Hazardous Material on or about the Property.

10.3 Indemnification. Seller agrees to defend, fully indemnify and hold entirely free and harmless Buyer from and against all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) that are imposed on, paid by or asserted against Buyer or its successors or assigns, by reason or on account of, Sellers breach of any representation set forth in Section 10.2 above.

10.4 Environmental Inspection. During the Feasibility Study Period, Buyer will have the right to take soil and water samples (including groundwater samples) from the Property, and to test and analyze those samples to determine the extent of any contamination of the soils and water (including groundwater) on or about the Property. If, based on the results of those inspections and/or tests, Buyer determines that the condition of the Property is unsatisfactory or if Buyer believes that its ownership of the Property would expose Buyer to undue risks of government intervention or third-party liability, then Buyer may in its sole discretion elect to (i) terminate this Agreement, without liability, (ii) perform a clean-up and receive a Purchase Price credit at Closing for the cost of the clean-up not to exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), or (iii) proceed to Closing notwithstanding such contamination. If Buyer elects to terminate this Agreement based on the results of a Phase 1 Environmental Site Assessment and prior to taking soil and/or water samples from the Property, the escrow will be terminated, the Earnest Money shall be returned to Buyer, all documents and

other funds will be returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

In the event a clean-up is undertaken pursuant to this Section 10, the Closing shall be postponed until such time as the Clean-Up is completed.

12. Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date.

13. Events of Default. If there is an event of default under this Agreement by Seller (including a breach of any representation, warranty or covenant), Buyer will be entitled (a) in addition to all other remedies available at law or in equity, to seek specific performance of Seller's obligations under this Agreement or (b) to terminate this Agreement by written notice to Seller and Escrow Agent. If Buyer terminates this Agreement, the escrow will be terminated, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement except that Seller shall pay any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment.

If there is an event of default under this Agreement by Buyer (including a breach of any representation, warranty or covenant), Seller will be entitled (a) in addition to all other remedies available at law or in equity, to seek specific performance of Buyer's obligations under this Agreement or (b) to terminate this Agreement by written notice to Buyer and Escrow Agent. If Seller terminates this Agreement as a result of a default by Buyer, the escrow will be terminated, the earnest money shall be retained by Seller, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement except that Buyer shall pay any costs of terminating the escrow and any cancellation fee for the Preliminary Commitment

14. Notices. Any notice under this Agreement must be in writing and be personally delivered, delivered by recognized overnight courier service or given by Mail or via facsimile. Any notice given by mail must be sent, postage prepaid, by certified or registered mail, return receipt requested. All notices must be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

Seller:	Faith Bible Church
	600 W. Cora Avenue
	Spokane, WA 99205

With a copy to: Darwin D. Grewe
Gore & Grewe, P.S.
103 E. Indiana Ave., Suite A
Spokane, WA 99207

Buyer: _____
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

With a copy to: James Richman, Assistant City Attorney
Office of the City Attorney
808 W Spokane Falls Blvd
Spokane, WA 99201

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

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

16. Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

17. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title. Such representations and warranties, however, are not assignable and do not run

with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.

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

20. Attorney Fees. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorney fees, including those incurred in connection with any federal, state or bankruptcy court proceeding.

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

22. Exclusivity. Seller shall not market the Property actively until after the expiration of the Feasibility Study Period and then only if Buyer elects not to proceed with the purchase of the Property; Provided, however, that this provision shall not affect the remaining portions of Tax Parcel 35064.3611, not affected by this Agreement.

23. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of a subsequent breach of the same covenant.

24. Nonmerger. The terms and provisions of this Agreement, including, without limitation, all indemnification obligations will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.

25. Negotiation and Construction. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either party.

26. 1031 Exchange. If Seller purchases property for the purpose of replacing the Property to be conveyed hereunder, Buyer shall, at no cost or expense of any kind to Buyer, cooperate in such manner as Seller may reasonably request with respect to treatment of such transaction in the manner provided in Section 1031 of the Internal Revenue Code.

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

28. Counterpart Signatures. This Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same Agreement.

29. Electronic Delivery. Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents.

In witness whereof, the Buyer and Seller have signed this Agreement this _____ day of _____, 2015.

Attest:

CITY OF SPOKANE

City Clerk

By: _____

Its: _____

FAITH BIBLE CHURCH

Approved as to form:

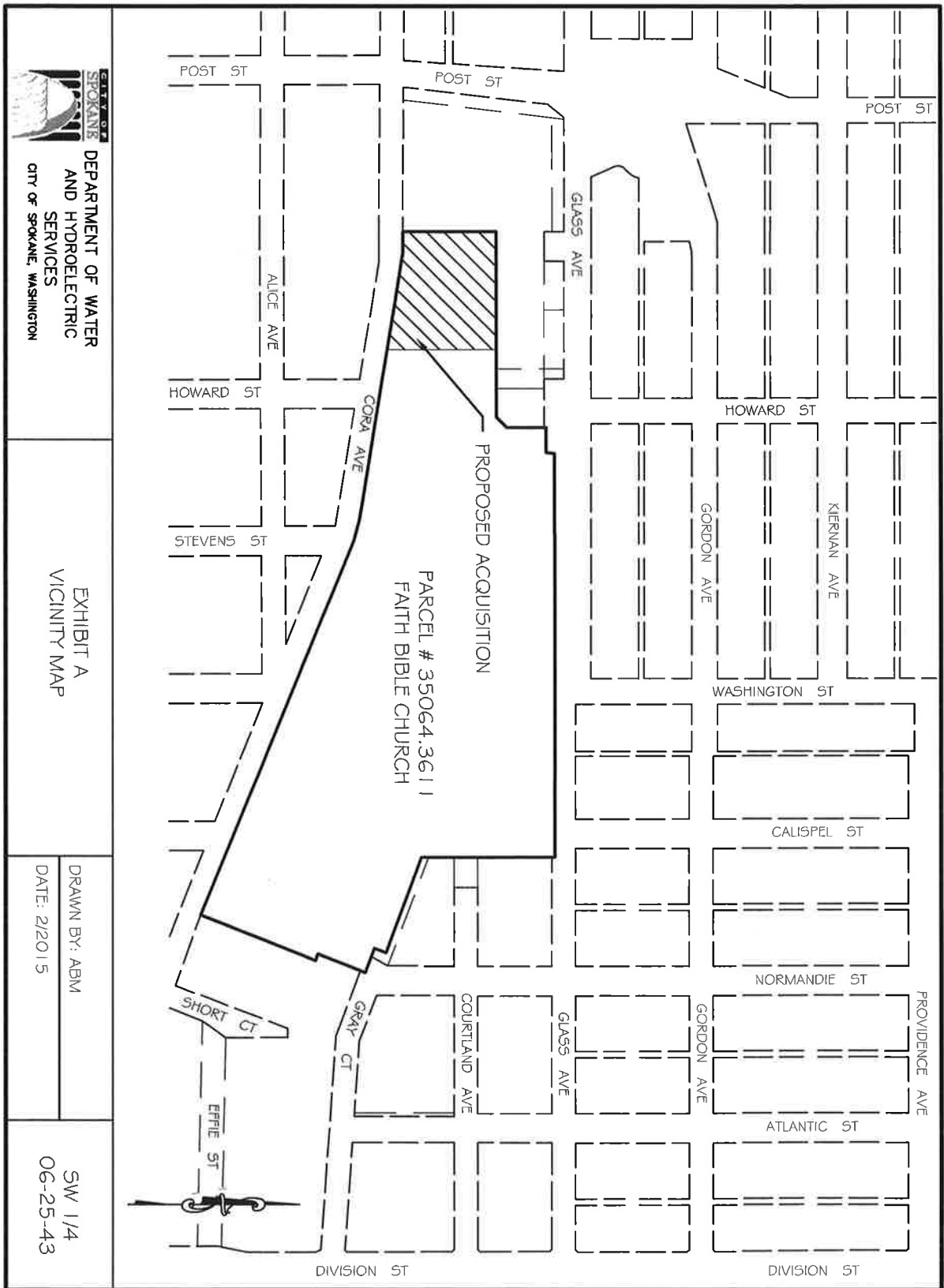
By: Paul W. Hancock

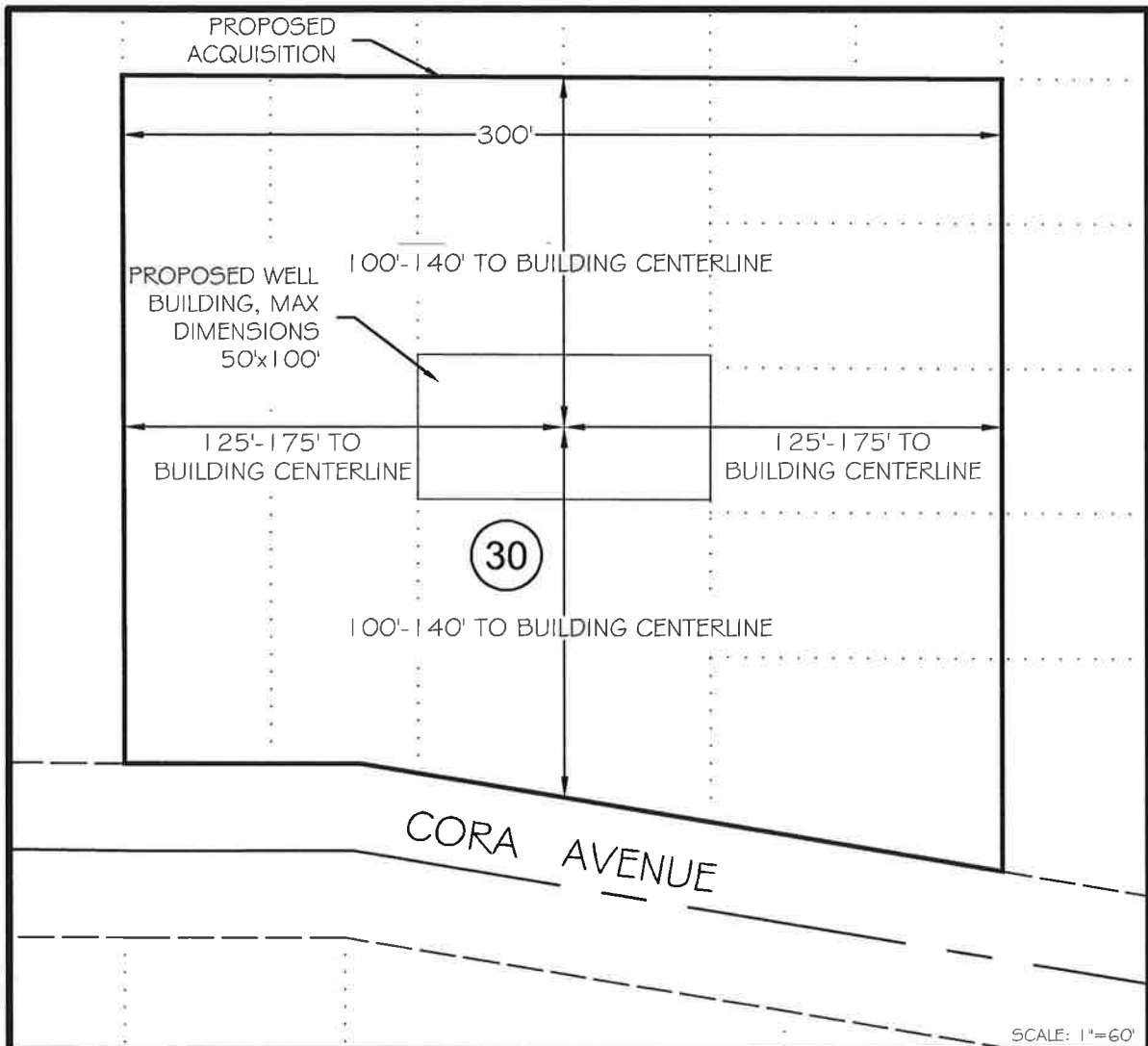
[name]

[Signature]
Assistant City Attorney

Title: President

Fait5543.re/psa 2-10-15





NOTES:

- MAX BUILDING HEIGHT IS 25' AT THE EAVE

-TO MEET DEPARTMENT OF HEALTH SET BACK REQUIREMENTS, THE PROPOSED BUILDING WILL BE APPROXIMATELY CENTERED IN THE PARCEL BEING ACQUIRED



DEPARTMENT OF WATER
AND HYDROELECTRIC
SERVICES
CITY OF SPOKANE, WASHINGTON

EXHIBIT B
BUYER'S PRELIMINARY SITE PLAN

DRAWN BY: ABM

DATE: 2/2015

SCALE: VARIES

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

03/09/2015

<u>Date Rec'd</u>	2/25/2015
<u>Clerk's File #</u>	OPR 2015-0183
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2014801
<u>Bid #</u>	RFQ 3994-14
<u>Requisition #</u>	BT

<u>Submitting Dept</u>	INTEGRATED CAPITAL MGMT
<u>Contact Name/Phone</u>	MIKE TAYLOR 509-625-6307
<u>Contact E-Mail</u>	PMTAYLOR@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4250 CONTRACT WITH CH2M HILL ENGINEERS, INC FOR NEXT LEVEL OF TREATMENT

Agenda Wording

Contract with CH2M Hill Engineers, Inc. of Spokane, for Phase One professional services related to the Next Level of Treatment at the Riverside Park Water Reclamation Facility. Total contract price: \$11,000,000.00

Summary (Background)

The Washington State Department of Ecology established a Dissolved Oxygen Total Maximum Daily Load (TMDL) in 2011 that further limits nutrient loading to the Spokane River and Long Lake by 2021. Accordingly, the City's 2011 NPDES waste discharge permit sets new effluent limits and requires construction of a Next Level of Treatment (NLT) to comply with the TMDL. The proposed contract provides for professional services for the membrane treatment facility, support projects and selected upgrades.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 11,000,000.00	#	4250-94338-94000-56520-99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TAYLOR, MIKE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	Public Works Committee 02/2315
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	rromero @spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	pmtaylor@spokanecity.org	
<u>Additional Approvals</u>		darnold@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	lhendron@spokanecity.org	
		kbustos@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
February 23, 2015

Subject

Contract with CH2M Hill Engineers, Inc., of Spokane, for Phase One professional services relating to the Next Level of Treatment at Riverside Park Water Reclamation Facility.

Background

The Washington State Department of Ecology established a Dissolved Oxygen Total Maximum Daily Load (TMDL) in 2011 that further limits nutrient loading to the Spokane River and Long Lake by 2021. Accordingly, the City's 2011 NPDES waste discharge permit sets new effluent limits and requires construction of a Next Level of Treatment (NLT) to comply with the TMDL. Following a pilot study, membranes were identified as the Best Available Technology to achieve the required treatment levels. Several projects to upgrade and optimize current upstream components are needed at Riverside Park Water Reclamation Facility (RPWRF) to support the addition of the NLT membranes, as identified in the City's draft Facility Plan Amendment No. 3. Next Level of Treatment is the most significant means of achieving Cleaner River Faster. The identified Phase One projects are as follows:

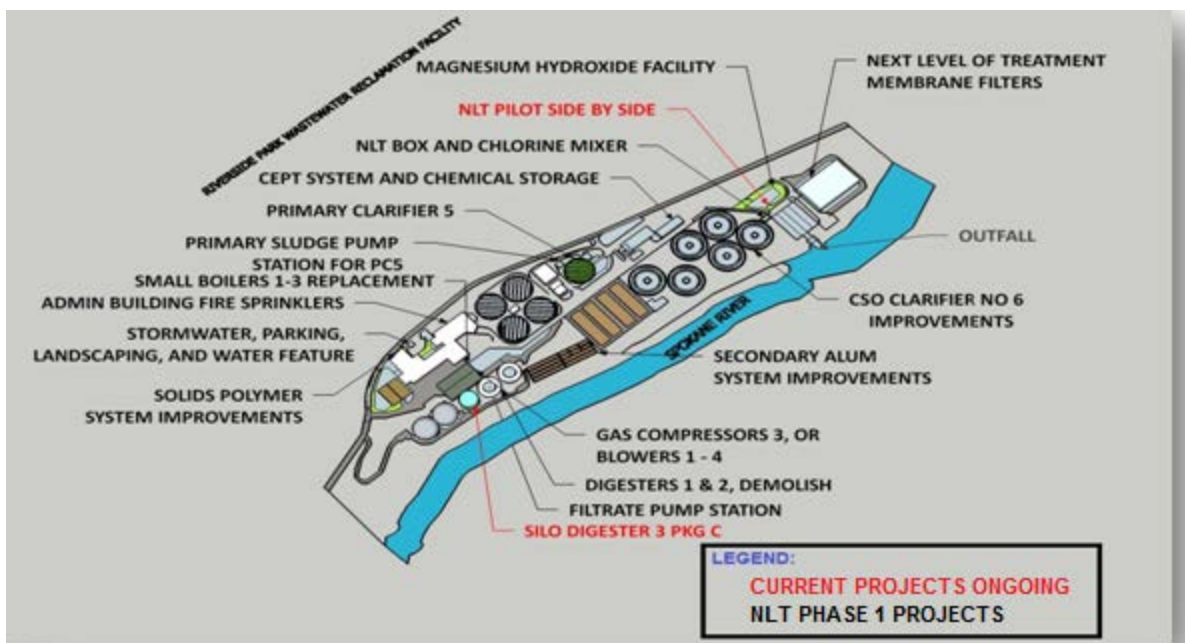
- Primary Clarifier No. 5
- Filtrate Pump Station
- NLT Weir Box and Chlorine Mixing
- Storm water, Parking, Landscaping and Water Feature
- Chemical Enhanced Primary Treatment (CEPT) System
- Chemical Storage Facility
- CSO Clarifier No. 6 Improvements
- Secondary Alum System Improvements
- Magnesium Hydroxide Facility
- Solids Polymer System Improvements
- Administration Building Fire Sprinklers
- Small Boilers 1-3 Replacement
- Gas Compressor 3 or Blowers 1-4
- NLT Project Definition, Membrane Pilot and General Contractor/Construction Manager (GC/CM) Selection Assistance
 - Project Definition
 - Piloting
 - GC/CM Selection Assistance
- Program Management Support and Transition

Total anticipated construction value of the 14 listed projects is approximately \$42 million. The City selected CH2M Hill Engineers, Inc. of Spokane via RFQ 3994-14 to provide professional services for the NLT Phase One Program. Phase one includes elements of NLT, associated support projects, and selected upgrades. The proposed negotiated

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
February 23, 2015

contract for \$11,000,000 provides for final design of the membrane treatment facility, support projects, and selected upgrades. This contract runs to 2019 and includes Program Management during a transition period of up to 18 months as the City takes over the Program Management duties.

Scope of work elements are: Membrane Piloting; Design; Construction Management; Services during Construction; Process Instrumentation Control Systems, and transitional Program Management. This initial general services contract provides for the essential



services foreseen at this time. As the projects evolve, the contract may be amended if deemed in the City's best interests.

Impact

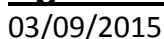
This contract enables the City to timely implement membrane treatment at RPWRF to comply with the NPDES permit and TMDL, and achieve a Cleaner River Faster.

Action

Recommend Council approve contract with CH2M Hill Engineers, Inc.

Funding

Funding is generated from sewer rates and provided for in the Wastewater Management budget



<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	STAPLETON, JENNIFER	<u>Study Session</u>	PCED - 3/2/2015
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	CHHS Board - 6/4/2014
<u>Finance</u>	LESESNE, MICHELE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	gdahl@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	rcrow@spokanecity.org	
<u>Additional Approvals</u>		jstapleton@spokanecity.org	
<u>Purchasing</u>		jmallahan@spokanecity.org	
		mhughes@spokanecity.org	

CDBG Neighborhood Allocation Recommendations

Neighborhood	Project Name	Funding Allocation
Balboa South Indian Trail	ADA Ramps	\$ 19,000.00
Bemiss	5 Curb Ramps on Courtland Bus Shelter	\$ 35,993.04
Browne's Addition	Bus Shelter	\$ 12,160.85
Chief Garry Park	Sidewalk Repair and Curb Cuts Ash Street Training Station/Greenhouse	\$ 38,291.92
Cliff/Cannon	Sidewalks (multiple)	\$ 34,442.68
Comstock	ADA Ramps	\$ 19,000.00
East Central	Sidewalk Repair and Curb Cuts Southeast Daycare Window Replacement	\$ 60,749.86
Emerson Garfield	Sidewalk Repair and Curb Cuts Bus Shelter Ash Street Training Station/Greenhouse	\$ 54,254.79
Five Mile	ADA Ramps	\$ 9,500.00
Grandview/Thorpe	Lindeke Sidewalk & Ramps	\$ 9,500.00
Hillyard	Sidewalk Replacement and Repair Hillyard Craft Room & Kitchen Update Continuation of Hillyard Streetscape Project	\$ 40,797.64
Lincoln Heights	Youth Entrepreneurship Program (YEP) 2200 Block of Altamont Blvd - Street Realignment Southside Senior & Community Center Kitchen Improvements	\$ 48,427.33
Logan	Sidewalk Replacement and Repair Universal Sports Court	\$ 57,702.46
<i>Manito/Cannon Hill</i>	<i>Allocation to Comstock</i>	-
Minnehaha	New Sidewalk (E. Carlisle)	\$ 15,907.64
Nevada/Lidgerwood	Lyons Ave. and Mayfair Ave. Sidewalks Street Trees Ash Street Training Station/Greenhouse	\$ 92,849.23
North Hill	Sidewalk Replacement and Repair	\$ 27,610.08
<i>North Indian Trail</i>	<i>Allocation to Balboa/South Indian Trail</i>	-
Northwest	West Central Community Center Garage	\$ 42,552.35
Peaceful Valley	Peaceful Valley Park Lighting Community Garden Planting Boxes	\$ 9,853.14
Riverside	Lutheran Community Services Security DOC Bathroom Transitions Women's Hearth Building Improvements Kitchen Improvments at 2nd Harvest	\$ 24,792.04
<i>Rockwood</i>	<i>Allocation to Lincoln Heights</i>	-
<i>Southgate</i>	<i>Allocation to Lincoln Heights</i>	-
West Central	Nettleton Triangle Neighborhood Park Public Trash Recpticals Sidewalk Replacement and Repair Ash Street Training Station/Greenhouse West Central Community Center Carpet Replacement	\$ 35,392.63
West Hills	ADA Ramps	\$ 9,500.00
Whitman	Lights at Rochester Heights Park (Basketball Court)	\$ 15,856.94
26 Neighborhoods		\$ 714,134.62

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

03/09/2015

Date Rec'd

2/23/2015

Clerk's File #

OPR 2014-0687

Renews #Submitting Dept

WATER & HYDROELECTRIC SERVICES

Cross Ref #Contact Name/Phone

JAMES SAKAMOTO 625-7854

Project #Contact E-Mail

JSAKAMOTO@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

15237

Agenda Item Name

4100 - 9TH & PINE TANK INSPECTION CONTRACT ADDENDUM

Agenda Wording

Contract Addendum for Wilbur Fletcher, Inc dba I.C.I.S (Dayton, WA.) The scope of the work in the original contract is expanded to include additional inspection days. The City will pay an additional \$27,000.00 for this addendum.

Summary (Background)

The consultant agreed to provide a specialized coating inspection for the 9th and Pine Reservoir Project. The scope of the work of the original contract is expanded to include additional inspections days due to scheduling of structural work and winter painting conditions.

Fiscal ImpactBudget Account

Expense \$ 4100-42490-34145-54201-99999

27,000.00

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

KEGLEY, DANIEL

Study SessionDivision Director

ROMERO, RICK

Other

PWC - 2/23/2015

Finance

BUSTOS, KIM

Distribution ListLegal

WHALEY, HUNT

jsakamoto

For the Mayor

SANDERS, THERESA

dkegley, ACline

Additional ApprovalsPurchasing



City of Spokane

Minor Contract Summary

OPR # OPR 2014-0687
Cross Ref
Destruct Date
Clerk's Dist.

Incomplete submissions will be returned to the Department until all requirements are met.
(Summary to be printed on blue paper)

Department Name Water 4100
Department Project #

New Contract ☐
CR # 15237
Date: 2-23-15

Contractor/Consultant

Name: **Wilbur Fletcher, Inc. dba I.C.I.S**
Address: P.O. Box 41
City, State, Zip: Dayton, WA 99328
Remittance Address: SAME
City, State, Zip

Summary of Services

This is a contract addendum for Wilbur Fletcher, Inc. The scope of work of the original contract is expanded to include additional inspection days due to the scheduling of structural work and winter painting conditions. The City will pay 27,000.00 additional dollars for everything furnished and done under this contract extension.

Amount: 27,000.00

Budget Code: 4100-42490-34145-54201-99999

27,000.00 Maximum Amount

Beginning Date: 11/7/2014 Expiration Date: Open-Ended: ☐

☐ Quotes (per Purchasing Policy to be kept on file in Dept.) ☐ Insurance Certificate (as per contract)
☐ City Business License ☐ If Public Works Contract, Contractor has been notified of State Law requirements.
Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: **JIM Sakamoto**

Funds are available in the appropriate budget account

Accountant

Angela C. Cline
Signature

2-17-2015
Date

Department Head

D. O. R. Begley
Signature

2-18-2015
Date

Other

Signature

Date

Other

Signature

Date

Distribution List

Contractor E-mail:	Contract Accounting: mlesesne@spokanecity.org
Dept. Contact E-mail:	Taxes and Licenses
	acline jsakamoto

CONTRACT ADDENDUM

THIS ADDENDUM is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and WILBUR FLETCHER, INC., whose address is P.O. Box 41, Dayton, Washington 99328, as "Consultant".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide a SPECIALIZED COATING INSPECTION FOR THE 9TH AND PINE RESERVOIR PROJECT; and

WHEREAS, additional work has been requested; -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Contract, dated October 28, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This Contract Addendum / Extension shall become effective upon signature by both parties.
3. ADDITIONAL WORK. The scope of work of the original Contract is expanded to include additional inspection days due to the scheduling of structural work and winter painting conditions.
4. COMPENSATION. The City will pay TWENTY SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00) for everything furnished and done under this Contract Addendum.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

City Clerk

Approved as to form:



Assistant City Attorney

Dated: _____

WILBUR FLETCHER, INC.

E-Mail address, if available: _____

blarkin@reagan.com

By: Bruce Larkin

Title: V-P

15-031

RECEIVED

FEB 18 2015

ACCOUNTS PAYABLE

WILBUR FLETCHER INC.

dba

I.C.I.S.

Bruce Larkin

NACE ID# 692

Po Box 41

Dayton, WA 99328

509-990-5587

blarkin@reagan.com

12/3/2014

City of Spokane

James Sakamoto

Principal Engineer

509.625.7854

jsakamoto@spokanecity.org

RE: Quality Control Inspection Services; Industrial Coatings Inspection Services, I.C.I.S.

Jim,

The additional inspection for completing the work on the 9th and Pine project is as follows:

- 6 hours per day of on-site inspection and 2 hours for inspection reports, for a total of 8 hours per day.
- Inspection for outside will not be conducted on a regular hold point basis, inspection to be limited to:
 1. Initial surface preparation.
 2. Initial spot prime and intermediate coat application.
 3. Final DFT/Coating application as per specifications.
- Interior inspection to be completed on as follows:
 1. Hold point for initial and periodic surface preparation.
 2. Initial and periodic equipment checks for dry clean pressurized air supply.
 3. Observe and document initial and periodic results of ambient conditions within the work area with regard to equipment used to provide DH and Heated air supply. Inspection of steel surfaces with regard to condensation formation on steel surfaces. Document dew point separation as stated in the contract specifications.
 4. Spot DFT readings for comparison to contractor's daily QC/QA documentation for the primer and intermediate coats of interior coating system. Inspector to sign daily reports and take copy for each day inspection is completed on site.
 5. Final DFT to be completed by the contractor and the inspector, SSPC PA2 is recommended procedure if there is a discrepancy in the readings.

1. 23 x 8 hours per day @ \$115.00= \$21,160.00
2. Mileage for each week is anticipated to be 300 @ .75=\$225.00 x 10 weeks=\$2,250.00
3. 23 days Per Diem of on-site inspection x \$150.00= \$3,450.00
Total proposal is \$27,000.00

- Consulting and/or inspection are \$115.00 per hour, minimum of 6 hours per day.
- Travel time hours are inclusive with the daily hours and rates.
- Vehicle Mileage is .75 per mile, fuel surcharge may be incurred if fuel cost increase >15%.
- Expenses required for inspection equipment, calibration etc. will be added to the project.
- Per Diem \$150.00 per day for any travel or work day.
- Project insurance has provided for the 9th and Pine project.

Please review and give me a call at 509-990-5587 with any questions.

Regards,

Bruce Larkin

Bruce Larkin

WILBUR FLETCHER INC.

BRIEFING PAPER
Public Works Committee
Water Department
February 23, 2015

Subject

Contract Addendum for Wilbur Fletcher, Inc dba I.C.I.S (Dayton, WA). The scope of the work of the original contract is expanded to include additional inspection days. The City will pay an additional Twenty Seven Thousand and No/100 Dollars (\$27,000.00) for this addendum.

Background

The consultant agreed to provide a specialized coating inspection for the 9th and Pine Reservoir Project. The scope of the work of the original contract is expanded to include additional inspection days due to scheduling of structural work and winter painting conditions.

Impact

This purchase will improve the city's ability to maintain water service for critical areas of the City of Spokane Water System during emergency situations.

Action

Recommend approval

Funding

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

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

03/09/2015

Date Rec'd

2/23/2015

Clerk's File #

CPR 1993-0069

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 APPOINTMENT OF DAVID BUESHER TO THE DESIGN REVIEW BOARD

Agenda Wording

Appointment of David Buesher as the Arts Commission designee to the Design Review Board, for a three year term from January 1, 2015 - December 31, 2017.

Summary (Background)

Appointment of David Buesher as the Arts Commission designee to the Design Review Board, for a three year term from January 1, 2015 - December 31, 2017.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

SANDERS, THERESA

jneff@spokanecity.org

Additional ApprovalsPurchasing

**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 & 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:**

03/09/2015

<u>Date Rec'd</u>	2/19/2015
<u>Clerk's File #</u>	ORD C35239
<u>Renews #</u>	

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

Agenda Wording

An ordinance relating to the Community Housing and Human Services Board; amending SMC sections 4.34.030.

Summary (Background)

This ordinance will amend SMC 4.34.030 regarding membership to the Community Housing and Human Services Board to include the requirement that one member of the board shall be a member of a veteran service organization, employed by the Department of Veteran Affairs or an active duty military member based at Fairchild Air Force Base or a citizen of Spokane serving in the Washington National Guard or the Washington Air National Guard.

<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>	PCED
<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>			

ORDINANCE NO. C35239

An ordinance relating to the Community Housing and Human Services Board; amending SMC sections 4.34.030.

The City of Spokane does ordain:

Section 1. That SMC section 4.34.030 is amended to read as follows:

4.34.030 Membership

- A. The initial board membership shall be comprised of sixteen members; five current members from each of the human services advisory board, the community development board and the Spokane regional homeless governance council and one member from the community assembly. Members shall be nominated by the mayor and appointed by city council.
- B. Initial members will serve for the duration of the remainder of the term for the position on the board which they currently serve. As the terms of the initial members expire, board membership shall be reduced to twelve members. Subsequent appointees to the board shall serve three year terms and may be eligible for one three year term reappointment. The mayor shall nominate and the city council shall appoint all subsequent members. Initial members of the board will be eligible for subsequent appointment after their initial term has expired.
- C. In addition to the twelve positions, the board will include two voting representatives from the city council selected by city council and a voting elected official or policy level decision maker to represent Spokane County who shall be selected by the Spokane County commissioners then nominated by the mayor and appointed by city council, all of whom shall be appointed or reappointed to one year terms.
- D. Initial and subsequent members of the board and board committees shall include relevant representation in compliance with HUD and Washington state department of commerce requirements.
- E. The board shall serve without compensation.
- E. The membership as a whole shall reflect a broad range of opinion, experience, and expertise with the object of providing sound advice, representative of the citizenry. To achieve that purpose, it shall include residents from diverse neighborhoods within the City and County, with diverse professional backgrounds and citizens active in neighborhood or community affairs. Youth may also serve as members. At least one member of the board shall be a member of a veteran service organization, employed by the Department of Veteran Affairs or an active duty military member based at Fairchild Air Force

Base or a citizen of Spokane serving in the Washington National Guard or the Washington Air National Guard.

((F))G. In addition to the areas listed above, all board members must have a passion for service and social justice.

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:**

03/09/2015

Date Rec'd

2/25/2015

Clerk's File #

ORD C35240

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

JON SNYDER & 6254

Project #Contact E-Mail

JSNYDER@SPOKANECITY.ORG;

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 ORD RE IMPOUND OF VEHICLE OF PATRONIZING A PROSTITUTE

Agenda Wording

An ordinance relating to vehicle impoundment for patronizing a prostitute; amending SMC section 10.06.037 of the Spokane Municipal Code and declaring an emergency.

Summary (Background)

The City Council passed Ordinance No. C-35216 on January 12, 2015, regarding impoundment of vehicles used to patronize a prostitute in the East Central Designation Zone. This ordinance will amend SMC 10.06.037 to clarify that prior to redeeming the impounded vehicle the owner of the impounded vehicle must pay a fine to the impounding agency and that the fine shall be five hundred dollars for patronizing a prostitute under SMC 10.06.035,

Fiscal ImpactBudget Account

Select \$

#

Select \$

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Select \$

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Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance

LESESNE, MICHELE

Distribution ListLegal

PICCOLO, MIKE

mpiccolo@spokanecity.org

For the Mayor

SANDERS, THERESA

mmuramatsu@spokanecity.org

Additional ApprovalsPurchasing



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

which shall be collected pursuant to the provisions set forth in RCW 9A.88.140.

Fiscal Impact

Select \$

Select \$

Budget Account

#

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Distribution List

ORDINANCE NO. C35240

An ordinance relating to vehicle impoundment for patronizing a prostitute; amending SMC section 10.06.037 of the Spokane Municipal Code and declaring an emergency.

WHEREAS, the City Council passed Ordinance No. C-35216 on January 12, 2015, which took effect on February 25, 2015; and

WHEREAS, the ordinance designated an area within east central as an area within which vehicles are subject to impound if used to patronize a prostitute; and

WHEREAS, the City is proceeding with installing the necessary signage identifying the East Central Designation Zone and Police Department is prepared to begin enforcement of the ordinance; and

WHEREAS, prior to enforcement, the ordinance needs to be amended to clarify that prior to redeeming the impounded vehicle, the owner of the impounded vehicle must pay a fine to the impounding agency, that the fine shall be five hundred dollars for patronizing a prostitute under SMC 10.06.035 and shall be collected pursuant to the provisions set forth in RCW 9A.88.140; and

WHEREAS, in order to maintain the current schedule for enforcement and to assure that the ordinance is enforced with full effectiveness, this ordinance will be pass as an emergency ordinance; and

WHEREAS, the City Council finds that the adoption of this ordinance is necessary for the immediate preservation of the public peace, health or safety or for the immediate support of city government and its existing public institutions; NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That SMC 10.06.037 be amended to read as follows:

10.06.037 Patronizing a Prostitute – Vehicle Impoundment

- A. The City Council finds that many patrons of prostitutes use motor vehicles in order to obtain the services of prostitutes and that successful prevention of prostitution involves efforts to curtail the demand for services offered by prostitutes. It is the intent of the City Council to decrease the demand for prostitution services and thereby eliminate the economic foundation for the prostitution industry. It is also the intent of the City Council to eliminate traffic congestion and other concerns to neighborhoods and business areas caused by patrons cruising in motor vehicles in areas of high prostitution activity.

- B. Upon an arrest for a suspected violations of patronizing a prostitute under ((~~RCW 9A.88.110~~)) SMC 10.06.035, promoting prostitution in the first degree under RCW 9A.88.070, promoting prostitution in the second degree under RCW 9A.88.080, promoting travel for prostitution under RCW 9A.88.085 or patronizing a juvenile prostitute under RCW 9.68A.100, the arresting law enforcement officer may impound the person's vehicle if the:
1. motor vehicle was used in the commission of the crime;
 2. person arrested is the owner of the vehicle or the vehicle is a rental car as defined in RCW 46.04.465; and
 3. person arrested has previously been convicted of patronizing a prostitute under ((~~RCW 9A.88.110~~)) SMC 10.06.035, promoting prostitution in the first degree under RCW 9A.88.070, promoting prostitution in the second degree under RCW 9A.88.080, promoting travel for prostitution under RCW 9A.88.085 or patronizing a juvenile prostitute under RCW 9.68A.100.
- C. The East Central area located between the Hamilton overpass and Fiske Street, and between the rail road tracks and Interstate 90, as established in the map set forth in Attachment A, is hereby declared an area of high prostitution activity based on evidence indicating that the area has a disproportionately higher number of arrests for the offenses listed in subsection B as compared to other areas within the same jurisdiction. Within this designated area:
1. Upon an arrest for a suspected violations of patronizing a prostitute under ((~~RCW 9A.88.110~~)) SMC 10.06.035, promoting prostitution in the first degree under RCW 9A.88.070, promoting prostitution in the second degree under RCW 9A.88.080, promoting travel for prostitution under RCW 9A.88.085 or patronizing a juvenile prostitute under RCW 9.68A.100, the arresting law enforcement officer may impound the person's vehicle if the:
 - a. motor vehicle was used in the commission of the crime;
 - b. the person arrested for such activity is the owner of the vehicle or the vehicle is a rental car as defined in RCW 46.04.465; and
 - c. the local governing authority has posted signs at the boundaries of the designated area to indicate that the area has been designated under this section.
- D. Impoundments performed under this section shall be in accordance with chapter 46.55 RCW.

E. Prior to redeeming the impounded vehicle, and in addition to all applicable impoundment, towing, and the storage fees paid to the towing company under chapter 46.55 RCW, the owner of the impounded vehicle must pay a fine to the impounding agency. The fine shall be five hundred dollars for patronizing a prostitute under SMC 10.06.035 and shall be collected pursuant to the provisions set forth in RCW 9A.88.140.

Section 2. Emergency Ordinance.

This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public peace, health and safety, and for the immediate support of city government and its existing institutions, shall be effective immediately upon its passage.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date