

**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, JULY 27, 2015

### MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER MICHAEL A. ALLEN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER JON SNYDER

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS  
CITY HALL

808 W. SPOKANE FALLS BLVD.  
SPOKANE, WA 99201

## CITY COUNCIL BRIEFING SESSION

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

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

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

### ADDRESSING THE COUNCIL

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

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

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

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [ccavanaugh@spokanecity.org](mailto:ccavanaugh@spokanecity.org). Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

**ADMINISTRATIVE SESSION**

Roll Call of Council

**CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |   |   |
|---|---|
| <p>1. Purchases from Clyde-West (Spokane, WA) for the City of Spokane Fleet Services Department of:</p> <p style="margin-left: 40px;">a. One 2015 Volvo L90H Wheel Loader as a replacement unit for the Sewer Department—\$150,940.82 (incl. tax).</p> <p style="margin-left: 40px;">b. One 2015 Volvo EC160E Excavator as a replacement unit for the Sewer Department—\$157,296.51 (incl. tax).</p> <p style="margin-left: 40px;"><b>Gene Jakubczak</b></p> <p>2. Low Bids of:</p> <p style="margin-left: 40px;">a. Halme Construction, Inc. (Spokane, WA) for Finch Arboretum Low Impact Development—\$176,615.45. An administrative reserve of \$17,661.55, which is 10% of the contract price, will be set aside. (Grandview/Thorpe Neighborhood Council)</p> <p style="margin-left: 40px;"><b>Dan Buller</b></p> <p style="margin-left: 40px;">b. Layfield Environmental Systems Corp. (El Cajon, CA) for Lincoln Heights Reservoir #2</p> | <p>Approve<br/>All</p> <p style="text-align: right;">OPR 2015-0630</p> <p style="text-align: right;">OPR 2015-0631</p> <p>Approve<br/>All</p> <p style="text-align: right;">PRO 2015-0027<br/>ENG 2012102</p> <p style="text-align: right;">PRO 2015-0028<br/>ENG 2015058</p> |
|---|---|

Relining—\$460,101. An administrative reserve of \$46,010.10, which is 10% of the contract price, will be set aside. (Lincoln Heights Neighborhood.) **Dan Buller**

- |  |                                   |                              |
|--|-----------------------------------|------------------------------|
| 3. Contract Amendment with Craig Trueblood, Esq., of K&L Gates to provide the Wastewater Department and the Legal Department with Special Environmental Counsel legal services regarding the City's TMDL and NPDES permitting matters, as well as advice and counsel on risk analysis/assessment on City's Integrated Clean Water Plan and related projects and response/collaboration with third party environmental claims, as needed—not to exceed \$50,000.<br><b>Elizabeth Schoedel</b> | Approve                           | OPR 2013-0072                |
| 4. Amendment No. 1 to contract with CH2M Hill, Inc., to include the Howard Street mid-span bridge (blue bridge)—\$852,006. <b>Brandon Blankenagel</b>  | Approve                           | OPR 2014-0836<br>ENG 2014077 |
| 5. Contract Renewal No. 1 with Two Rivers Terminal to purchase Sodium Bisulfite for the Riverside Park Water Reclamation Facility—\$183,703 (incl. tax).<br><b>Dale Arnold</b>   | Approve                           | OPR 2013-0560<br>BID 3954-13 |
| 6. Report of the Mayor of pending:   | Approve &<br>Authorize<br>Payment | 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                |
| 7. City Council Meeting Minutes: _____, 2015.  | Approve<br>All                    | CPR 2015-0013                |

## 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.

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## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

## **BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

### **APPOINTMENTS**

### **RECOMMENDATION**

Community Assembly Liaison to the Plan Commission: One  
Appointment

Confirm CPR 1981-0295

## **CITY ADMINISTRATION REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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## **OPEN FORUM**

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

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# LEGISLATIVE AGENDA

## NO EMERGENCY BUDGET ORDINANCES

## NO EMERGENCY ORDINANCES

### RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2015-0073 Establishing the City Council's human services funding priorities for the 2016 Human Services Grant program and recognizing the 2016 Action Plan goals for Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) programs. **Jennifer Stapleton**
- RES 2015-0074 Recognizing the attached *Spokane Regional Wayfinding and Signage System Master Plan* as a guide for implementation of a motorist and pedestrian information sign program and directing the Spokane Plan Commission to evaluate the feasibility of implementing some or all of the sign program in the City of Spokane.  
**Glen Swantak**
- RES 2015-0075 Approving the appointment of Scott Simmons as the Director of the Business and Developer Services Department for the City of Spokane.  
**Heather Lowe**
- RES 2015-0076 Honoring the life, work, and legacy of the late Dr. Elson S. Floyd, President of Washington State University.  
**Council Members Stratton and Allen**
- RES 2015-0077 Regarding the division of the current Northwest Neighborhood Council into two new recognized Neighborhood Councils: The Neighborhood Council north of Wellesley Avenue will retain the name Northwest and the Neighborhood Council South of Wellesley will be called Audubon/Downriver.  
**Rod Minarik**

## NO FINAL READING ORDINANCES

### FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35285 Relating to compliance with local, state, and federal labor laws and standards on city procurement of goods, services and works; amending sections 7.06.130, 7.06.210, 7.06.500, 7.06.520, and 7.06.610; and adopting new section 7.06.276 to chapter 7.06 of the Spokane Municipal Code. **Council President Stuckart**
- ORD C35286 Relating to denial or revocation of a city business license from

employers violating wage enforcement provisions; amending SMC section 4.04.050 and adopting a new section 10.05.107 to chapter 10.05 of the Spokane Municipal Code. **Council President Stuckart**

ORD C35287 Relating to infraction penalty amounts; amending Spokane Municipal Code section 01.02.950.

**Tim Szambelan**

FURTHER ACTION DEFERRED

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## SPECIAL CONSIDERATIONS

- |     |                                    |         |               |
|-----|------------------------------------|---------|---------------|
| S1. | Interim Operating Agreements with: | Approve |               |
|     |                                    | All     |               |
| a.  | Lyft, Inc.                         |         | OPR 2015-0633 |
|     | <b>Council President Stuckart</b>  |         |               |
| b.  | Rasier, LLC.                       |         | OPR 2015-0634 |

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## NO HEARINGS

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Motion to Approve Advance Agenda for July 27, 2015  
(per Council Rule 2.1.2)

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## OPEN FORUM (CONTINUED)

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

### ADJOURNMENT

The July 27, 2015, Regular Legislative Session of the City Council is adjourned to August 10, 2015.

**Note:** The regularly scheduled City Council meeting for Monday, August 3, 2015, has been canceled.

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## NOTES



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

07/27/2015

<u>Date Rec'd</u>	7/14/2015
<u>Clerk's File #</u>	OPR 2015-0630
<u>Renews #</u>	

<u>Submitting Dept</u>	FLEET SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GENE 625-7865	<u>Project #</u>	
<u>Contact E-Mail</u>	GJAKUBCZAK@SPOKANECITY.ORG	<u>Bid #</u>	HGAC BUY
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	RE #17440
<u>Agenda Item Name</u>	5100 - PURCHASE OF WHEEL LOADER USING HGAC BUY		

Agenda Wording

Purchase of one (1) 2015 Volvo L90H Wheel Loader from Clyde-West (Spokane, WA) for the City of Spokane Fleet Services Department - \$150,940.82 including tax

Summary (Background)

Using an Interlocal Agreement with Houston-Galveston Area Council of Governments (HGAC) - Although all bids are competed for national purchase, all purchases will be made through local vendors. The local vendor for Volvo is Clyde West. This will be a replacement unit for the Sewer Department.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 150,940.82	#	4310-43100-94000-56405
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 7/13/15
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	GJAKUBCZAK	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER  
Public Works Committee  
Fleet Services  
July 13, 2015

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Subject

Purchase of one (1) Volvo wheel loader with options for **\$150,940.82** (tax incl.) as a replacement unit for the Sewer Department.

Background

The wheel loader is being purchased utilizing the HGAC Purchasing Co-op.

Impact

This loader will replace a unit in the Sewer Department's fleet that has reached the end of its economic service life.

Action

Recommend approval.

Funding

Funding is available in the Sewer department's 2015 replacement fund budget.

**FLEET SERVICES  
MEMORANDUM**

July 16, 2015

**TO: PURCHASING DEPARTMENT**

**FROM: GENE JAKUBCZAK  
FLEET SERVICES DIRECTOR**

**SUBJ: PURCHASE OF WHEEL LOADER THROUGH HGACBUY CO-OP**

This is an order for one (1) Volvo Wheel Loader as a replacement unit for the Sewer Department. This purchase is through the HGACBuy co-op. Clyde West, Inc. of Spokane will be the vendor for this purchase.

Unit 428485 RE 17440

<b>QTY</b>	<b>ITEM</b>	<b>TOTAL</b>
1	2015 Volvo L90H Wheel Loader	\$175,244.00
1	Operator, Parts, Repair, Test Manual	\$166.00
<b>Sub-total</b>		\$175,410.00
1	Freight	\$250.00
1	PDI	1,000.00
1	Special Discount	\$(11,300.00)
1	Trade-in Unit 420391 w/bucket	\$(26,500.00)
<b>TOTAL PURCHASE PRICE</b>		\$138,860.00
<b>Sales tax</b>	Sales tax @ 8.7%	\$12,080.82
<b>GRAND TOTAL</b>		<b>\$150,940.82</b>

cc: Gary Kaesemeyer

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

07/27/2015

<u>Date Rec'd</u>	7/14/2015
<u>Clerk's File #</u>	OPR 2015-0631
<u>Renews #</u>	

<u>Submitting Dept</u>	FLEET SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	GENE 625-7865	<u>Project #</u>	
<u>Contact E-Mail</u>	GJAKUBCZAK@SPOKANECITY.ORG	<u>Bid #</u>	HGAC BUY
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	RE# 17444
<u>Agenda Item Name</u>	5100 - PURCHASE OF VOLVO EXCAVATOR USING HGAC BUY		

Agenda Wording

Purchase of one (1) 2015 Volvo EC160E Excavator from Clyde-West (Spokane, WA) for the City of Spokane Fleet Services Department - \$157,296.51 including tax

Summary (Background)

Using an Interlocal Agreement with Houston-Galveston Area Council of Governments (HGAC) - Although all bids are competed for national purchase, all purchases will be made through local vendors. The local vendor for Volvo is Clyde West. This will be a replacement unit for the Sewer Department.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 157,296.51	#	4310-43100-94000-56405
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	RIGGS, STEVEN	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	PWC 7/13/15
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	TPRINCE	
<u>For the Mayor</u>	SANDERS, THERESA	GJAKUBCZAK	
<u>Additional Approvals</u>		TAXES & LICENSES	
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER  
Public Works Committee  
Fleet Services  
July 13, 2015

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Subject

Purchase of one (1) Volvo excavator with options for **\$157,296.51** (tax incl.) as a replacement unit for the Sewer Department.

Background

The excavator is being purchased utilizing the HGAC Purchasing Co-op.

Impact

This excavator will replace a unit in the Sewer Department's fleet that has reached the end of its economic service life.

Action

Recommend approval.

Funding

Funding is available in the Sewer department's 2015 replacement fund budget.

**FLEET SERVICES  
MEMORANDUM**

July 16, 2015

**TO: PURCHASING DEPARTMENT**

**FROM: GENE JAKUBCZAK  
FLEET SERVICES DIRECTOR**

**SUBJ: PURCHASE OF EXCAVATOR THROUGH HGACBUY CO-OP**

This is an order for one (1) Volvo Excavator as a replacement unit for the Sewer Department. This purchase is through the HGACBuy co-op. Clyde West, Inc. of Spokane will be the vendor for this purchase.

Unit 428484 RE 17444

<b>QTY</b>	<b>ITEM</b>	<b>TOTAL</b>
1	2015 Volvo EC160E Excavator	\$150,746.00
1	Progressive link thumb, 4 tine, pin grabber profile, installed	\$11,040.00
1	36" HD dig bucket, 5 teeth	\$5,378.00
1	36" compaction wheel	\$7,488.00
1	Operator, Parts, Repair, Test Manual	\$305.00
<b>Sub-total</b>		\$174,957.00
1	Freight	\$250.00
1	PDI	1,000.00
1	Special Discount	\$(4,500.00)
1	Trade-in Unit 422580 w/thumb, compaction wheel, and dig bucket	\$(27,000.00)
<b>TOTAL PURCHASE PRICE</b>		\$144,707.00
<b>Sales tax</b>	Sales tax @ 8.7%	\$12,589.51
<b>GRAND TOTAL</b>		<b>\$157,296.51</b>

cc: Gary Kaesemeyer

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

07/27/2015

<u>Date Rec'd</u>	7/14/2015
<u>Clerk's File #</u>	PRO 2015-0027
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2012102
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15776
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - HALME CONSTRUCTION, INC.		

Agenda Wording

Low Bid of Halme Construction, Inc. (Spokane, WA) for Finch Arboretum Low Impact Development - \$176,615.45. An administrative reserve of \$17,661.55, which is 10% of the contract price, will be set aside. (Grandview/Thorpe Neighborhood Council)

Summary (Background)

On July 13, 2015 bids were opened for the above project. The low bid was from Halme Construction, Inc. in the amount of \$176,615.45, which is \$7,725.55 or 4.1% under the Engineer's Estimate; three other bids were received as follows: Schimmels Construction - \$179,945.00; T LaRiviere Equipment & Excavation, Inc. - \$193,330.50; and AM Landshaper, Inc. - \$218,240.25

<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 4250 94306 94000 56501 99999	# 186,049.08
Expense	\$ 4250 43101 94000 56501 99999	# 2,212.05
Expense	\$ 4250 94306 94000 56501 99999	# 19,939.70
Expense	\$ 4250 43101 94000 56501 99999	# 1,144.00
<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 6/22/15
<u>Finance</u>	DAVIS, LEONARD	<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
		kgoodman@spokanecity.org
		jahensley@spokanecity.org
		mhughes@spokanecity.org

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

**Project Number:** 2012102

**Project Description** FINCH ARBORETUM LOW IMPACT

**Original Date** 7/23/2014 2:02:24 PM

**Funding Source** DEVELOPMENT

**Update Date** 7/13/2015 2:58:59 PM

State

**Preparer** Michael Myers

**Addendum**

<b>Project Number:</b> 2012102			<b>Engineer's Estimate</b>		Halme Construction Inc		Schimmels Construction		T LaRiviere Equipment & Excavation Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

PARKING LOT EXPANSION

Not Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	500.00	*****	800.00	*****	500.00	*****	1,500.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	500.00	500.00	400.00	400.00	625.00	625.00	1,800.00	1,800.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	500.00	*****	500.00	*****	1,800.00	*****	1,800.00
105	MOBILIZATION	1 LS	*****	17,000.00	*****	22,600.00	*****	17,000.00	*****	28,000.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	500.00	*****	2,925.00	*****	2,000.00	*****	3,500.00
107	CLEARING AND GRUBBING	1 LS	*****	1,000.00	*****	4,650.00	*****	2,000.00	*****	3,000.00
108	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	700.00	*****	200.00	*****	200.00	*****	1,500.00
109	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,400.00	*****	3,000.00	*****	2,500.00	*****	1,500.00
110	REMOVE EXISTING CURB	138 LF	5.00	690.00	4.00	552.00	8.00	1,104.00	9.00	1,242.00
111	SAWCUTTING CURB	2 EA	20.00	40.00	21.00	42.00	50.00	100.00	50.00	100.00
112	SAWCUTTING FLEXIBLE PAVEMENT	208 LFI	1.00	208.00	0.25	52.00	2.00	416.00	1.25	260.00
113	ROADWAY EXCAVATION INCL. HAUL - AREA	992 SY	10.00	9,920.00	11.10	11,011.20	12.00	11,904.00	10.00	9,920.00
114	SELECT BORROW INCL. HAUL	80 CY	20.00	1,600.00	22.50	1,800.00	30.00	2,400.00	25.00	2,000.00



<i>Project Number:</i> <b>2012102</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		Schimmels Construction		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> PARKING LOT EXPANSION					Not Public Street Improvement					
115	CONSTRUCTION GEOSYNTHETIC FOR SEPARATION	1082 SY	3.00	3,246.00	2.00	2,164.00	2.00	2,164.00	3.00	3,246.00
116	CRUSHED SURFACING TOP COURSE	18 CY	45.00	810.00	86.50	1,557.00	80.00	1,440.00	150.00	2,700.00
117	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 2 INCH THICK	47 SY	35.00	1,645.00	42.00	1,974.00	44.00	2,068.00	45.00	2,115.00
118	JOB MIX COMPLIANCE PRICE ADJUSTMENT	-1 CAL	1.00	-1.00	1.00	-1.00	1.00	-1.00	1.00	-1.00
119	POROUS ASPHALT PAVEMENT	848 SY	70.00	59,360.00	50.00	42,400.00	50.00	42,400.00	52.00	44,096.00
120	PERMEABLE CRUSHED SURFACING BALLAST	48 CY	70.00	3,360.00	77.75	3,732.00	125.00	6,000.00	65.00	3,120.00
121	PERMEABLE BALLAST	425 CY	60.00	25,500.00	49.00	20,825.00	46.00	19,550.00	40.00	17,000.00
122	DUCTILE IRON STORM SEWER PIPE 10 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	30 LF	65.00	1,950.00	61.00	1,830.00	80.00	2,400.00	65.00	1,950.00
123	CONNECT 10 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	800.00	800.00	290.00	290.00	500.00	500.00	300.00	300.00
124	INSTALL STORMWATER MONITOR	1 LS	*****	1,000.00	*****	1,850.00	*****	1,500.00	*****	5,500.00
125	CLEAN EXISTING DRAINAGE STRUCTURES	1 EA	500.00	500.00	130.00	130.00	400.00	400.00	300.00	300.00
126	OUTLET TRAP	1 EA	180.00	180.00	190.00	190.00	200.00	200.00	1,500.00	1,500.00
127	ESC LEAD	1 LS	*****	800.00	*****	1.00	*****	1,000.00	*****	500.00
128	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	1,500.00	*****	3,450.00	*****	200.00	*****	3,500.00
129	TOPSOIL TYPE A, 3 INCH THICK	60 SY	6.00	360.00	9.50	570.00	13.30	798.00	12.00	720.00
130	SOD INSTALLATION	313 SY	8.00	2,504.00	10.00	3,130.00	12.00	3,756.00	10.00	3,130.00
131	TOPSOIL FOR BIO-FILTRATION, 6 INCH THICK	218 SY	10.00	2,180.00	12.50	2,725.00	4.00	872.00	13.00	2,834.00
132	CONSTRUCT BIO-INFILTRATION SWALE	267 SY	10.00	2,670.00	11.50	3,070.50	36.00	9,612.00	12.00	3,204.00

<b>Project Number: 2012102</b>			<b>Engineer's Estimate</b>		Halme Construction Inc		Schimmels Construction		T LaRiviere Equipment & Excavation Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> PARKING LOT EXPANSION					Not Public Street Improvement					
133	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,000.00	*****	4,650.00	*****	3,000.00	*****	4,500.00
134	CEMENT CONCRETE CURB	628 LF	18.00	11,304.00	19.00	11,932.00	15.00	9,420.00	18.00	11,304.00
135	REMOVAL OF EXISTING PAVEMENT MARKINGS	96 SF	4.00	384.00	6.50	624.00	8.00	768.00	7.00	672.00
136	PAVEMENT MARKING - PAINT	337 SF	6.00	2,022.00	1.75	589.75	2.00	674.00	2.00	674.00
137	CONCRETE TRAFFIC ISLAND 48 IN. WIDE	88 LF	30.00	2,640.00	14.00	1,232.00	35.00	3,080.00	14.00	1,232.00
<b>Schedule Totals</b>				162,273.00		157,448.45		154,351.00		170,219.00

<i>Project Number:</i> <b>2012102</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		Schimmels Construction		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> F STREET IMPROVEMENTS					Public Street Improvement					
201	REMOVE EXISTING CURB	37 LF	5.00	185.00	4.50	166.50	10.00	370.00	12.00	444.00
202	SAWCUTTING CURB	2 EA	20.00	40.00	21.00	42.00	50.00	100.00	50.00	100.00
203	SAWCUTTING FLEXIBLE PAVEMENT	174 LFI	1.00	174.00	0.25	43.50	1.50	261.00	1.25	217.50
204	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	20.00	200.00	56.50	565.00	1.00	10.00	12.00	120.00
205	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	48.50	485.00	1.00	10.00	25.00	250.00
206	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	42 SY	45.00	1,890.00	70.25	2,950.50	50.00	2,100.00	52.00	2,184.00
207	STORM SEWER PIPE 6 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	18 LF	40.00	720.00	33.00	594.00	50.00	900.00	60.00	1,080.00
208	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	25 LF	60.00	1,500.00	44.50	1,112.50	70.00	1,750.00	50.00	1,250.00
209	DRYWELL TYPE 2	1 EA	4,600.00	4,600.00	3,550.00	3,550.00	4,000.00	4,000.00	2,500.00	2,500.00
210	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	400.00	400.00	775.00	775.00	700.00	700.00	600.00	600.00
211	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND DIRECTIONAL VANED GRATE	1 EA	600.00	600.00	975.00	975.00	850.00	850.00	650.00	650.00
212	ABSORPTION TRENCH	131 LF	35.00	4,585.00	30.00	3,930.00	60.00	7,860.00	60.00	7,860.00
213	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	475.00	475.00	400.00	400.00	300.00	300.00
214	CLEANING EXISTING DRAINAGE STRUCTURE	8 EA	500.00	4,000.00	130.00	1,040.00	400.00	3,200.00	300.00	2,400.00
215	OUTLET TRAP	1 EA	200.00	200.00	175.00	175.00	200.00	200.00	250.00	250.00
216	PLUGGING EXISTING PIPE	1 EA	200.00	200.00	125.00	125.00	200.00	200.00	250.00	250.00
217	SEWER CLEANOUT	2 EA	500.00	1,000.00	275.00	550.00	800.00	1,600.00	500.00	1,000.00

<i>Project Number:</i> <b>2012102</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		Schimmels Construction		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i>		F STREET IMPROVEMENTS			Public Street Improvement					
218	TOPSOIL TYPE A, 3 INCH THICK	22 SY	6.00	132.00	9.50	209.00	12.00	264.00	35.00	770.00
219	SOD INSTALLATION	22 SY	8.00	176.00	10.00	220.00	12.00	264.00	10.00	220.00
220	CEMENT CONCRETE CURB	37 LF	18.00	666.00	32.00	1,184.00	15.00	555.00	18.00	666.00
<i>Schedule Totals</i>				22,068.00		19,167.00		25,594.00		23,111.50

<i>Project Number:</i> <b>2012102</b>			<i>Engineer's Estimate</i>		AM Landshaper 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> PARKING LOT EXPANSION					Not Public Street Improvement					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	500.00	*****	444.50	*****	0.00	*****	0.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	500.00	500.00	635.00	635.00	0.00	0.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	500.00	*****	635.00	*****	0.00	*****	0.00
105	MOBILIZATION	1 LS	*****	17,000.00	*****	17,364.71	*****	0.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	500.00	*****	952.50	*****	0.00	*****	0.00
107	CLEARING AND GRUBBING	1 LS	*****	1,000.00	*****	9,074.15	*****	0.00	*****	0.00
108	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	700.00	*****	635.00	*****	0.00	*****	0.00
109	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,400.00	*****	1,270.00	*****	0.00	*****	0.00
110	REMOVE EXISTING CURB	138 LF	5.00	690.00	7.43	1,024.93	0.00	0.00	0.00	0.00
111	SAWCUTTING CURB	2 EA	20.00	40.00	31.75	63.50	0.00	0.00	0.00	0.00
112	SAWCUTTING FLEXIBLE PAVEMENT	208 LFI	1.00	208.00	1.37	285.79	0.00	0.00	0.00	0.00
113	ROADWAY EXCAVATION INCL. HAUL - AREA	992 SY	10.00	9,920.00	26.67	26,460.61	0.00	0.00	0.00	0.00
114	SELECT BORROW INCL. HAUL	80 CY	20.00	1,600.00	41.99	3,359.12	0.00	0.00	0.00	0.00
115	CONSTRUCTION GEOSYNTHETIC FOR SEPARATION	1082 SY	3.00	3,246.00	1.35	1,460.70	0.00	0.00	0.00	0.00
116	CRUSHED SURFACING TOP COURSE	18 CY	45.00	810.00	66.04	1,188.72	0.00	0.00	0.00	0.00
117	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 2 INCH THICK	47 SY	35.00	1,645.00	50.80	2,387.60	0.00	0.00	0.00	0.00
118	JOB MIX COMPLIANCE PRICE ADJUSTMENT	-1 CAL	1.00	-1.00	1.00	-1.00	0.00	0.00	0.00	0.00
119	POROUS ASPHALT PAVEMENT	848 SY	70.00	59,360.00	57.66	48,894.83	0.00	0.00	0.00	0.00

<i>Project Number:</i> <b>2012102</b>			<i>Engineer's Estimate</i>		AM Landshaper 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> PARKING LOT EXPANSION					Not Public Street Improvement					
120	PERMEABLE CRUSHED SURFACING BALLAST	48 CY	70.00	3,360.00	119.41	5,731.49	0.00	0.00	0.00	0.00
121	PERMEABLE BALLAST	425 CY	60.00	25,500.00	48.85	20,762.10	0.00	0.00	0.00	0.00
122	DUCTILE IRON STORM SEWER PIPE 10 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	30 LF	65.00	1,950.00	120.65	3,619.50	0.00	0.00	0.00	0.00
123	CONNECT 10 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	800.00	800.00	334.01	334.01	0.00	0.00	0.00	0.00
124	INSTALL STORMWATER MONITOR	1 LS	*****	1,000.00	*****	2,245.36	*****	0.00	*****	0.00
125	CLEAN EXISTING DRAINAGE STRUCTURES	1 EA	500.00	500.00	1,181.10	1,181.10	0.00	0.00	0.00	0.00
126	OUTLET TRAP	1 EA	180.00	180.00	355.60	355.60	0.00	0.00	0.00	0.00
127	ESC LEAD	1 LS	*****	800.00	*****	1,016.00	*****	0.00	*****	0.00
128	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	1,500.00	*****	635.00	*****	0.00	*****	0.00
129	TOPSOIL TYPE A, 3 INCH THICK	60 SY	6.00	360.00	10.22	613.44	0.00	0.00	0.00	0.00
130	SOD INSTALLATION	313 SY	8.00	2,504.00	8.19	2,562.84	0.00	0.00	0.00	0.00
131	TOPSOIL FOR BIO-FILTRATION, 6 INCH THICK	218 SY	10.00	2,180.00	14.11	3,075.98	0.00	0.00	0.00	0.00
132	CONSTRUCT BIO-INFILTRATION SWALE	267 SY	10.00	2,670.00	17.93	4,787.84	0.00	0.00	0.00	0.00
133	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,000.00	*****	2,235.20	*****	0.00	*****	0.00
134	CEMENT CONCRETE CURB	628 LF	18.00	11,304.00	17.80	11,175.89	0.00	0.00	0.00	0.00
135	REMOVAL OF EXISTING PAVEMENT MARKINGS	96 SF	4.00	384.00	6.62	635.04	0.00	0.00	0.00	0.00
136	PAVEMENT MARKING - PAINT	337 SF	6.00	2,022.00	2.26	761.96	0.00	0.00	0.00	0.00
137	CONCRETE TRAFFIC ISLAND 48 IN. WIDE	88 LF	30.00	2,640.00	39.80	3,502.66	0.00	0.00	0.00	0.00
<i>Schedule Totals</i>				162,273.00		181,367.67		0.00		0.00

<i>Project Number:</i> <b>2012102</b>			<i>Engineer's Estimate</i>		AM Landshaper Inc					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> F STREET IMPROVEMENTS					Public Street Improvement					
201	REMOVE EXISTING CURB	37 LF	5.00	185.00	10.30	381.14	0.00	0.00	0.00	0.00
202	SAWCUTTING CURB	2 EA	20.00	40.00	34.05	68.10	0.00	0.00	0.00	0.00
203	SAWCUTTING FLEXIBLE PAVEMENT	174 LFI	1.00	174.00	1.49	258.74	0.00	0.00	0.00	0.00
204	REMOVE UNSUITABLE FOUNDATION MATERIAL	10 CY	20.00	200.00	70.01	700.07	0.00	0.00	0.00	0.00
205	REPLACE UNSUITABLE FOUNDATION MATERIAL	10 CY	30.00	300.00	136.20	1,362.00	0.00	0.00	0.00	0.00
206	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	42 SY	45.00	1,890.00	42.56	1,787.65	0.00	0.00	0.00	0.00
207	STORM SEWER PIPE 6 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	18 LF	40.00	720.00	45.40	817.20	0.00	0.00	0.00	0.00
208	DUCTILE IRON STORM SEWER PIPE 8 IN. DIAM., INCL. STRUCTURAL EXCAVATION CLASS B	25 LF	60.00	1,500.00	146.82	3,670.60	0.00	0.00	0.00	0.00
209	DRYWELL TYPE 2	1 EA	4,600.00	4,600.00	4,914.10	4,914.10	0.00	0.00	0.00	0.00
210	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	400.00	400.00	497.13	497.13	0.00	0.00	0.00	0.00
211	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND DIRECTIONAL VANED GRATE	1 EA	600.00	600.00	1,161.79	1,161.79	0.00	0.00	0.00	0.00
212	ABSORPTION TRENCH	131 LF	35.00	4,585.00	59.45	7,787.95	0.00	0.00	0.00	0.00
213	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	500.00	500.00	1,062.36	1,062.36	0.00	0.00	0.00	0.00
214	CLEANING EXISTING DRAINAGE STRUCTURE	8 EA	500.00	4,000.00	936.38	7,491.00	0.00	0.00	0.00	0.00
215	OUTLET TRAP	1 EA	200.00	200.00	381.36	381.36	0.00	0.00	0.00	0.00
216	PLUGGING EXISTING PIPE	1 EA	200.00	200.00	136.20	136.20	0.00	0.00	0.00	0.00
217	SEWER CLEANOUT	2 EA	500.00	1,000.00	1,161.79	2,323.57	0.00	0.00	0.00	0.00

<i>Project Number:</i> <b>2012102</b>			<i>Engineer's Estimate</i>		AM Landshaper Inc					
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i>		F STREET IMPROVEMENTS			Public Street Improvement					
218	TOPSOIL TYPE A, 3 INCH THICK	22 SY	6.00	132.00	24.76	544.81	0.00	0.00	0.00	0.00
219	SOD INSTALLATION	22 SY	8.00	176.00	10.40	228.82	0.00	0.00	0.00	0.00
220	CEMENT CONCRETE CURB	37 LF	18.00	666.00	35.08	1,298.00	0.00	0.00	0.00	0.00
<i>Schedule Totals</i>				22,068.00		36,872.58		0.00		0.00



	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	162,273.00	22,068.00	0.00	0.00	0.00	0.00	0.00	0.00	184,341.00
Halme Construction Inc	157,448.45	19,167.00	0.00	0.00	0.00	0.00	0.00	0.00	176,615.45
Schimmels Constructio	154,351.00	25,594.00	0.00	0.00	0.00	0.00	0.00	0.00	179,945.00
T LaRiviere Equipment	170,219.00	23,111.50	0.00	0.00	0.00	0.00	0.00	0.00	193,330.50
AM Landshaper Inc	181,367.67	36,872.58	0.00	0.00	0.00	0.00	0.00	0.00	218,240.25

Low Bid Contractor: Halme Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$171,146.46	\$176,390.75	2.97	% Under Estimate
Schedule 02	\$19,167.00	\$22,068.00	13.15	% Under Estimate
Bid Totals	\$190,313.46	\$198,458.75	4.10	% Under Estimate

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

07/27/2015

<u>Date Rec'd</u>	7/14/2015
<u>Clerk's File #</u>	PRO 2015-0028
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2015058
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 15763
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - LAYFIELD ENVIRONMENTAL SYSTEMS CORP.		

Agenda Wording

Low Bid of Layfield Environmental Systems Corp. (El Cajon, CA) for Lincoln Heights Reservoir #2 Relining - \$460,101.00. An administrative reserve of \$46,010.10, which is 10% of the contract price, will be set aside. (Lincoln Heights Neighborhood).

Summary (Background)

On July 13, 2015 bids were opened for the above project. The low bid was from Layfield Environmental Systems Corporation in the amount of \$460,101.00, which is \$80,400.00 or 14.88% under the Engineer's Estimate; no other bids were received.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 550,142.77	#	4250 42300 94000 56501 04100
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 7/13/15
<u>Finance</u>	DAVIS, LEONARD	<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	
		jahensley@spokanecity.org	
		mhughes@spokanecity.org	

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

**Project Number:** 2015058

**Project Description** Lincoln Heights Reservoir #2 Relining

**Original Date** 6/18/2015 2:27:01 PM

**Funding Source** Local

**Update Date** 7/13/2015 1:29:48 PM

**Preparer** Frances Perkins

**Addendum**

<b>Project Number: 2015058</b>			<b>Engineer's Estimate</b>		Layfield Environmental Systems Corp					
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

**Schedule 01**

Not Public Street Improvement

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	3,000.00	*****	1,600.00	*****	0.00	*****	0.00
103	MOBILIZATION	1 LS	*****	25,000.00	*****	17,700.00	*****	0.00	*****	0.00
104	CONCRETE TANK LINING	1 LS	*****	475,000.00	*****	430,500.00	*****	0.00	*****	0.00
105	CONCRETE REPAIR	500 SF	75.00	37,500.00	20.60	10,300.00	0.00	0.00	0.00	0.00
<b>Schedule Totals</b>				540,501.00		460,101.00		0.00		0.00

*Project Number*            *2015058*            *Lincoln Heights Reservoir #2 Relining*

	<i>SCHEDULE SUMMARY</i>								
	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Sched 7</i>	<i>Sched 8</i>	<i>Total</i>
<i>Engineer's Est</i>	540,501.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	540,501.00
Layfield Environmental	460,101.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	460,101.00

*Low Bid Contractor:*    Layfield Environmental Systems Corp

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>	
<i>Schedule 01</i>	\$500,129.79	\$587,524.59	14.88	% Under Estimate
<i>Bid Totals</i>	\$500,129.79	\$587,524.59	14.88	% Under Estimate



**Agenda Sheet for City Council Meeting of:**  
07/27/2015

<b>Date Rec'd</b>	7/15/2015
<b>Clerk's File #</b>	OPR 2013-0072
<b>Renews #</b>	

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	ELIZABETH 625-6232	<b>Project #</b>	
<b>Contact E-Mail</b>	ESCHOEDEL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR 15777
<b>Agenda Item Name</b>	CONTRACT AMENDMENT WITH CRAIG TRUEBLOOD FOR SPECIALIZED COUNSEL		

**Agenda Wording**

This amendment will continue the contract with Craig Trueblood, Esq., of K&L Gates to provide the Wastewater Department and the Legal Department with Special Environmental Counsel legal services regarding the City's TMDL and NPDES

**Summary (Background)**

Over the last year, Mr. Trueblood has assisted the City in strategizing the Integrated Clean Water Plan, discussions with Department of Ecology, EPA and DOJ, and Toxic Task Force/Water Quality Standards issues. It is expected that Mr. Trueblood will continue to assist the City, as necessary, in responding to third party environmental claims in the City's new posture as collaborator, as opposed to adversary, resulting in more early and efficient resolution of potential issues.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 50,000	#	4320-43200-35141-54101
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	ARNOLD, DALE	<b>Study Session</b>	
<b>Division Director</b>	ROMERO, RICK	<b>Other</b>	PWC 7/13/15
<b>Finance</b>	DAVIS, LEONARD	<b>Distribution List</b>	
<b>Legal</b>	SCHOEDEL, ELIZABETH	kbustos@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	Tax & Licenses	
<b>Additional Approvals</b>		Kevan Brooks	
<b>Purchasing</b>		Dale Arnold	
		Elizabeth Schoedel	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

permitting matters, as well as advice and counsel on risk analysis/assessment on City's Integrated Clean Water Plan and related projects and response/collaboration with third party environmental claims, as needed.

**Summary (Background)**

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and CRAIG TRUEBLOOD OF THE LAW FIRM K & L GATES, LLP., whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as "Firm".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to ACT AS SPECIAL COUNSEL PROVIDING THE CITY SPECIALIZED ADVICE AND COUNSEL REGARDING ENVIRONMENTAL MATTERS FOR THE WASTEWATER MANAGEMENT DEPARTMENT, CONSISTENT WITH APPLICABLE LAW AND THIS CONTRACT. SERVICES SHALL INCLUDE, BUT NOT BE LIMITED TO:

- 1). STRATEGY FOR ON-GOING DISSOLVED OXYGEN TMDL PROCESS;
- 2). NPDES PERMITTING WITH DEPARTMENT OF ECOLOGY;
- 3). DEVELOPMENT PROJECTS AND WATER QUALITY RISK ANALYSIS AND ASSESSMENT;
- 4). STRATEGY FOR RESPONSE / COLLABORATION ON POTENTIAL THIRD PARTY ENVIRONMENTAL CLAIMS; AND
- 5). STRATEGY FOR CSO REDUCTION AND INTEGRATED PLANNING; and

WHEREAS, additional funds are required as advice and counsel are still necessary regarding further evaluation of environmental matters for the Wastewater Department; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated November 1, 2012, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full, and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This Contract Amendment shall become effective upon signature of both parties.
3. AMENDMENT. Section 3 COMPENSATION of the contract documents is amended to read as follows:

Not to exceed ~~ONE HUNDRED THOUSAND DOLLARS AND NO/100 (\$100,000.00)~~ ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$150,000.00) for everything furnished and done under this Contract. The City shall pay the Firm in accordance with the Firm's normal fee schedule, plus approved itemized reimbursable

expenses.

4. COMPENSATION. The City shall pay FIFTY THOUSAND DOLLARS AND NO/100 (\$50,000.00) for everything furnished and done under this Contract Amendment.

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

CITY OF SPOKANE

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

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

Attest:

Approved as to form:

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

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

Dated: July 10, 2015

K & L GATES, LLP

E-Mail address, if available:

[craig.trueblood@klgates.com](mailto:craig.trueblood@klgates.com)

By: 

Title: Partner

15-582



**BRIEFING PAPER**  
**Public Works Committee**  
**Utilities Division**  
**July 13, 2015**

---

**Subject**

Craig Trueblood, Esq., of K&L Gates, will continue to provide the Wastewater Department and the Legal Department with Special Environmental Counsel legal services regarding the City's TMDL and NPDES permitting matters, as well as advice and counsel on risk analysis/assessment on City's Integrated Clean Water Plan and related projects and response/collaboration with third party environmental claims, as needed.

**Background**

In 2015-2016, the City will need to renegotiate its NPDES permit with Department of Ecology and navigate the potential PCB TMDL (and pending litigation) in the Spokane River. Mr. Trueblood has been assisting the City in developing a strategy to best situate the City in negotiations for the PCB TMDL and possible funding for the ICWP. Mr. Trueblood will continue his efforts in advising the City in maintaining its currently favorable position in the DO TMDL process and in the resultant NPDES permitting for both the City's stormwater and treatment plant systems. The funding requested will also allow the City to act immediately and affirmatively in the event the TMDL public hearing/review process is re-opened; and be situated to best inveigle the City's interests into pending litigation between the Sierra Club and EPA.

Over the last year, Mr. Trueblood has assisted the City in strategizing the Integrated Clean Water Plan, discussions with Department of Ecology, EPA and DOJ, and Toxic Task Force/Water Quality Standards issues. It is expected that Mr. Trueblood will continue to assist the City, as necessary, in responding to third party environmental claims in the City's new posture as collaborator, as opposed to adversary, resulting in more early and efficient resolution of potential issues, thus further saving on legal fees.

Craig Trueblood, Esq., has represented the City on various environmental matters since the mid-1980s. His expertise in all spheres of environmental law combined with his extensive history with the City create streamlined and efficient representation of the City's interests on complex issues that frequently span years before final resolution. The City also benefits tremendously from his representation of many municipalities on similar issues state-wide and the relationships established over time with regulators and opposing counsel.

Mr. Trueblood will be billing the City at a 10% discounted-hourly rate. The contract is for a maximum of \$50,000 to fund services for 2015-2016.

**Impact**

This will allow Mr. Trueblood, of K&L Gates, to continue as Special Environmental Counsel for the City.

**Action**

Recommend approval

**Funding**

Funds for this contract are in the Wastewater Management Department budget.

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

07/27/2015

<u>Date Rec'd</u>	7/14/2015
<u>Clerk's File #</u>	OPR 2014-0836
<u>Renews #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL MGMT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BRANDON 625-6419	<u>Project #</u>	2014077
<u>Contact E-Mail</u>	BBLANKENAGEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	4250 - CH2M HILL, INC. - SUPPLEMENTAL AGREEMENT NO 1		

Agenda Wording

Amendment to contract with CH2M Hill, Inc., to conduct TS&L study, preliminary and final design, and environmental documentation and permitting for the Howard Street Mid-Channel Bridge for the amount of \$852,006.00.

Summary (Background)

The amendment will include the type, size, and location (TS&L) study as well as design for the Howard Street mid-span bridge in order to prepare for construction of the bridge replacement in 2018/2019. The original Post Street Bridge TS&L contract did account for this expected amendment, as did the original request for qualifications. Presently, a TS&L Study is being conducted by CH2M Hill, Inc. for the Post Street Bridge. This process has thus far included several internal project

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 852,006.00	#	3200 49123 95100 56501 99999
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	FEIST, MARLENE	<u>Study Session</u>	
<u>Division Director</u>	ROMERO, RICK	<u>Other</u>	Public Works 7/13/15
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	lhattenburg@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	kemiller@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		jsalstrom@spokanecity.org	
		rromero@spokanecity.org	
		mdavis@spokanecity.org	
		bblankenagel@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

definition meetings as well as one Project Advisory Committee (PAC) meeting. A second PAC meeting is scheduled in the last week of July to go over the first cut on project concepts. Public meetings will be held in late summer and early fall, allowing open comment on the options and direction for this bridge replacement.

Fiscal Impact

Select      \$

Select      \$

Budget Account

#

#

Distribution List


<b>Supplemental Agreement Number <u>1</u></b>		Organization and Address CH2M HILL, INC. 999 W. Riverside Avenue, Suite 500 Spokane, WA 99201	
Original Agreement Number OPR 2014-0836		Phone: (509) 747-2000	
Project Number 2014077	Execution Date 12/8/2014	Completion Date 12/31/2015	
Project Title POST ST. BRIDGE TS&L STUDY		New Maximum Amount Payable <b>\$ 1,252,006.00</b>	
Description of Work Professional services to conduct TS&L study, preliminary and final design, and environmental documentation and permitting for the Howard St. Mid-Channel Bridge.			

The Local Agency of City of Spokane, Washington  
desires to supplement the agreement entered into with CH2M HILL, INC.  
and executed on 12/8/2014 and identified as Agreement No. OPR 2011-0836  
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

See Exhibit A-1, attached

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: The Completion Date is hereby revised to 12/31/2016

**III**

Section V, PAYMENT, shall be amended as follows:

Supplement #1 authorizes an additional \$852,006. The overall Total Amount Authorized is revised to \$1,227,692.  
The overall Maximum Amount Payable is revised to \$1,252,006

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Roger W. Flint

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

  
\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

**CITY OF SPOKANE**  
**HOWARD STREET MID-CHANNEL BRIDGE**  
**REPLACEMENT PROJECT**  
**EXHIBIT A-1: SCOPE OF WORK**

**INTRODUCTION**

The City of Spokane (CITY) has initiated the Howard Street Mid-Channel Bridge Replacement Project (PROJECT) in an effort to identify and implement bridge replacement solutions that will support use of this vital corridor for future generations of drivers, riders, bicyclists, and pedestrians.

On July 30th, 2014, CH2M HILL Engineers, Inc. (CONSULTANT) was selected to provide professional services for the PROJECT. Under this project, CONSULTANT will provide to the CITY the scope of services as specified herein.

The Howard St. Mid-Channel Bridge is a riveted steel through-truss with prestressed concrete girder approach spans. The truss is pin connected and the bridge is considered to be fracture-critical due to the non-redundant structure type. The truss is 194' long and was originally used as falsework for the construction of the Monroe Street Bridge in 1911. The Howard Mid-Channel Bridge was constructed using this truss in 1916, and the prestressed girders were added in 1963. The truss forms the main span, and the two approach spans are carried by the prestressed girders.

The PROJECT scope of work includes the following tasks:

- |          |   |
|----------|---|
| Task 1:  | Project Management and Coordination                     |
| Task 2:  | Project Communications and Outreach                     |
| Task 3:  | Surveying and Mapping                                   |
| Task 4:  | Geotechnical Investigations and Review                  |
| Task 5:  | Planning and Coordination                               |
| Task 6:  | Concept Development, Evaluation, and Preliminary Design |
| Task 7:  | Approaches, Storm Drainage and Utilities                |
| Task 8:  | Environmental Documentation and Permitting              |
| Task 9:  | River Hydraulics  |
| Task 10: | Final Design - Mid-Channel Bridge                       |
| Task 11: | Final Design – Approaches, Storm Drainage and Utilities |
| Task 12: | Bid Phase Support                                       |

This scope of work may be amended to include Section 106 archaeological resources, services during construction, as-constructed bridge load rating, or other services upon written notification from the CITY. If these services are requested, CONSULTANT will provide a scope and fee estimate to be included as an amendment to this agreement.

This scope of work and fee estimate (Exhibit B) are based on a sixteen-month delivery schedule, beginning in March 2015. CONSULTANT's ability to meet this schedule is contingent upon timely receipt and reviews by the CITY and provided the scope progresses as outlined.

The CONSULTANT will provide the following services:

## **1. PROJECT MANAGEMENT AND COORDINATION**

The CONSULTANT will provide project management and administration services for the various work elements described in this document.

### **1.1. Contract Management**

The CONSULTANT will provide services required to manage the contract, enter into professional agreements with subconsultants, prepare and process monthly invoicing, progress reporting, and other management duties.

The CONSULTANT will provide the CITY with a Monthly Progress Report, in writing, reporting on the CONSULTANT'S progress and any known issues or anticipated changes in performing the Work.

#### ***Task 1.1 Assumptions:***

---

- ✦ 16-month project duration

#### ***Task 1.1 Deliverables:***

---

- ✦ Monthly Progress Reports (1 hard copy and .pdf electronic format) and invoices – 16 assumed

### **1.2. Project Coordination**

#### **1.2.1. Correspondence and Meetings**

The CONSULTANT will partner with the CITY to accomplish the PROJECT. Coordination of the project work elements will include:

- Voice and written correspondence with CITY, Project Advisory Committee (PAC) members, Riverfront Park Oversight Committee, Parks Board members, and other agencies.

- Regular coordination meetings with CITY to be conducted at intervals throughout the project.
- Regular coordination meetings with internal CONSULTANT team, including subconsultants to be conducted at intervals throughout the project.

### **1.2.2. Project Execution Plan**

The CONSULTANT will develop a Project Execution Plan to include:

- Purpose and Need
- Goals and Objectives
- Communications Plan
- Quality Control Plan
- Change Management Plan
- Risk Management Plan

### **1.2.3. Project Schedule**

The CONSULTANT will prepare and maintain a critical path design schedule to identify and track progress throughout the project. Updates to the schedule will occur as changes influence key milestones. Key milestones include stakeholder coordination/public involvement events, key deliverables, and decision making points, as required.

#### ***Task 1.2 Assumptions:***

---

- ✦ Project Advisory Committee (PAC) members will be identified by CITY and coordinated with CONSULTANT.
- ✦ Bi-Weekly Coordination Meetings with CITY
- ✦ Bi-Weekly Coordination Meetings with CONSULTANT team.

#### ***Task 1.2 Deliverables:***

---

- ✦ Meeting Agendas, and Meeting Notes (.pdf electronic format)
- ✦ Project Work Plan Document (1 hard copy and .pdf electronic format)
- ✦ Project Schedule and Updates (.pdf electronic format)

### **1.3. Health and Safety Plan**

The CONSULTANT will update the project Field Safety Instructions (FSI) previously prepared for the Post Street Bridge TS&L field work to include additional field reconnaissance required for the PROJECT.

#### ***Task 1.3 Deliverables:***

---

- ✦ Revised Field Safety Instructions (.pdf electronic format) for project files

## 2. PROJECT COMMUNICATIONS AND OUTREACH

The CONSULTANT will partner with the CITY to utilize communication tools and forums for communications and interaction with project stakeholder advisory groups and the public.

### 2.1. Stakeholder Coordination

The CONSULTANT will engage with public officials and project advisory committee (PAC) as identified in Task 1.2.2 by teaming with the CITY to conduct and facilitate stakeholder coordination meetings. The following stakeholder coordination meetings are anticipated:

<b>PAC Coordination Meeting</b>	<b>Anticipated Timing</b>	<b>Purpose</b>
#1	Following project NTP and kickoff.	<ul style="list-style-type: none"><li>• Confirm Project Purpose &amp; Need, Goals</li><li>• Review Previous Planning History of Howard Street Mid-Channel Bridge</li><li>• Identify Key Corridor and Bridge Parameters</li><li>• Envision Solution Concepts</li></ul>
#2	Following development of preliminary bridge concepts (Task 6.3)	<ul style="list-style-type: none"><li>• Communicate and Evaluate Solution Concepts</li><li>• Recommend Preferred Solution and Refinements</li></ul>
#3	Following development of DRAFT Recommendations and Preliminary Design Report (Task 6.6)	<ul style="list-style-type: none"><li>• Communicate Initial Recommendations</li><li>• Solicit Comments for Refinement</li></ul>

Stakeholder coordination meetings will utilize roundtable and/or workshop format to ensure that each stakeholder representative is encouraged to provide input and value to the project.

### 2.2. City Leadership Coordination

The CONSULTANT will attend and support CITY staff at CITY leadership meetings to communicate project progress, solicit input, and obtain approvals for key project decisions. The following meetings are included:

- **Planning, Community, Economic Development (PCED) Committee:** (1) meeting to review bridge concepts.
- **Committee of the Parks Board (2 meetings):** (1) meeting to identify key corridor and bridge parameters and criteria, and (1) meeting to review bridge concepts.
- **Riverfront Park Steering Committee:** (1) meeting to identify key corridor and bridge parameters and criteria, and (1) meeting to review bridge concepts.



- **City of Spokane Design Review Board (DRB):** (1) meeting to identify key corridor and bridge parameters and criteria (concept coordination), and (1) meeting to review bridge concepts (concept review), and (1) meeting during design (recommendation meeting).

### 2.3. Public Outreach

The CONSULTANT will engage the community to participate and/or be informed in the project by teaming with the CITY to conduct and facilitate public outreach meetings. The following public outreach meetings are anticipated:

Public Outreach Event	Anticipated Timing	Purpose
#1	Following development of Planning and Coordination Memo (Task 4) and subsequent to PAC Meeting #1.	<ul style="list-style-type: none"> <li>• Communicate Study Purpose &amp; Need, Goals</li> <li>• Communicate Planning Review Findings</li> <li>• Envision Solution Concepts</li> <li>• Solicit Public Input</li> </ul>
#2	Following development of preliminary bridge concepts (Task 6.3) and subsequent to PAC Meeting #2.	<ul style="list-style-type: none"> <li>• Communicate Solution Concepts</li> <li>• Review Evaluation Process and Criteria</li> </ul>
#3	Following development of DRAFT Recommendations and Preliminary Design Report (Task 6.6) and subsequent to PAC Meeting #3	<ul style="list-style-type: none"> <li>• Communicate Solution Concepts and Initial Recommendations</li> <li>• Solicit Public Input</li> </ul>

The CONSULTANT will coordinate with the CITY and furnish project documents, and comment forms for publishing on the CITY'S Capital Programs website.

The CONSULTANT will coordinate with the CITY and furnish project documents, and comment forms for publishing on the CITY'S website.

#### ***Task 2.0 Assumptions:***

- ✦ The CONSULTANT will coordinate timing and meeting locations with the CITY.
- ✦ Up to four CONSULTANT team members will attend the Technical Team meetings.
- ✦ A total of seven (7) City leadership meetings will be attended by the CONSULTANT. Up to two CONSULTANT team members will attend each meeting.
- ✦ The CONSULTANT will furnish invitations (.pdf format), written advertisements (.pdf format), displays (assumed four large-format displays per public meeting), comment forms, and refreshments.

- ✦ All other CITY leadership coordination will be obtained and facilitated by the CITY and no CONSULTANT participation is required.
- ✦ CITY will obtain meeting locations and distribute invitations.

### ***Task 2.0 Deliverables:***

---

- ✦ Meeting Agendas, Meeting Notes, and Attendance Records for Technical Team and Public Meetings only (.pdf electronic format)
- ✦ Invitations (.pdf electronic format), Advertisements, Displays, Comment Forms for Public Meetings

## **3. SURVEYING AND MAPPING**

### **3.1. Topographic Surveying and Mapping**

The CONSULTANT will conduct land surveying services and provide topographic and boundary base mapping for the Howard Street Mid-Channel bridge project area. Land surveying and topographic and boundary base mapping services include:

Preparing a topographic, right-of-way and property line survey map. The intent of the map is to create a base drawing to be used for the initial concept plans and future design plans. The base mapping will include the following items:

- One-foot contour intervals of the subject areas, including locations of piers at the mid-channel bridge, areas under the mid-channel bridge, and areas below the retaining wall at the north-east corner of the mid-channel bridge.
- Bridge deck and surface features
- Existing utilities within the project area, tied through field surveys, 811 utility markings and utility research with respective purveyors. If any utilities are required to be located outside the determined project areas, additional research, markings and surveying will be required. This additional work fee will be negotiated prior to any work outside the determined project areas.
- Existing site features such as trees (8" caliper or larger), building, drainage and utility structures, walkways, roadways, and other man-made structures within the project areas.
- Property boundaries, rights-of-way, and easements. The boundary survey will include researching record information and field locating existing property corners to determine the property boundaries. These lines will be shown on the topographic map noted above. Title reports will be paid for and provided by the CITY.
- Mapping will be prepared using Washington State Plane coordinate System, along with NAVD 88 elevations, as basis. (Ground Coordinates)

### ***Task 3.1 Assumptions:***

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- ✦ No Record of Survey or Boundary Adjustments are included in this scope of work.

### ***Task 3.1 Deliverables:***

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- ✦ Electronic AutoCAD Civil3D (2012) drawing along with an .XML file of the existing ground terrain model. A stamped and signed hard copy drawing will also be submitted.

## **3.2. Howard Street Mid-Channel (Blue Bridge) 3-D Scanning**

The CONSULTANT will conduct 3-dimensional scanning of the Howard Street Mid-Channel bridge structure to support historic preservation requirements as determined in Task 8 herein, and to provide data for locating bridge foundations.

### ***Task 3.2 Assumptions:***

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- ✦ Scanning will provide +/- 1 inch of resolution or better.

### ***Task 3.2 Deliverables:***

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- ✦ Electronic AutoCAD Civil3D (2012) drawing along with an post-processed .XML file of the 3-D Howard St. Mid-Channel Bridge structure model. A stamped and signed hard copy drawing will also be submitted.

## **4. GEOTECHNICAL INVESTIGATIONS AND REVIEW**

### **4.1. Site Reconnaissance**

The CONSULTANT will review readily available geotechnical data for the areas of the Howard Street Mid-Channel Bridge. A site reconnaissance will be performed looking at existing bridge abutments and foundations, and evaluating the visibly observable adjacent areas for supporting evaluation of potential preliminary design options in this area. A summary of the data review, site reconnaissance, and observed geotechnical conditions will be summarized in a technical memorandum including recommendations related to the TS&L for the Howard Street Mid-Channel bridge.

Site reconnaissance will be performed in areas around the existing abutments by geotechnical engineer to visually observe and photo-document surficial geologic conditions including:

- Soil types, rock outcrops, and overall characteristics.
- Surface water (i.e., river stage and fluctuation range within the context of potential bridge structure features)
- Seepage and/or groundwater
- Characteristics and degree of vegetative cover (if applicable)
- Access considerations with respect to slope, boulders, and rubble zones
- Characteristics, inferred condition, and/or any potential geotechnical considerations related to the existing bridge abutments

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#### ***Task 4.1 Assumptions:***

- ✦ CONSULTANT will coordinate with CITY to gain access to the embankment area(s) on both sides of the Spokane River in areas where existing bridge structures and potential future new bridge structures will be located.
- ✦ The site reconnaissance will be performed in fall when river conditions are favorable to conduct the work (i.e., seasonal low water conditions).
- ✦ CONSULTANT will conduct the site reconnaissance in a single mobilization and site visit. The field effort is assumed to encompass 7 working days.
- ✦ Site reconnaissance will be limited to areas accessible by walking and is not in-water work. No scaffold or other equipment assisted access is included.
- ✦ No subsurface investigation is proposed for the TS&L level of evaluation at the existing bridge site.
- ✦ No field sampling or geotechnical testing is included for the TS&L level of evaluation at the existing bridge site.

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#### ***Task 4.1 Deliverables:***

- ✦ A Howard Street Mid-Channel Bridge technical memorandum (TM) of approximately 6 pages in length including a list of bulleted recommendations to be used as part of the preliminary design evaluation; the TM will also include annotated photos, topographic map, and geologic map.

### **4.2. Geotechnical Subsurface Investigation**

CONSULTANT will conduct a geotechnical subsurface investigation using the results of the preliminary bridge layout. The subsurface investigation will be summarized into a technical memorandum data report for use in design and to be provided as part of the contractor bid packages.

Investigation will include advancement of 6 geotechnical borings, with a boring at each abutment and pier location and two shallow boring at each abutment approach. Drilling will include the following:

- Rock coring drilling at each location outside the river channel
- Air rotary drilling and installation of a temporary casing, with rock coring within the river channels.
- Total footage of approximately 155 linear feet.
- Pier and abutment locations to extend 20 feet into competent bedrock.
- Samples to include SPT in loose, consolidated material with logged core for rock.

One test pit will be excavated at the north-east approach wall to determine the subsurface features of the concrete wingwall and stone masonry wall. The test pit will be filled and compacted, but the asphalt pavement will not be restored.

CONSULTANT will provide pedestrian traffic control and barricades. CONSULTANT will coordinate with CITY Public Works, and CITY Parks staff, and third party utility locate.

The bridge deck will be cored to allow drilling through the bridge deck. The deck will be patched after the investigation is completed.

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***Task 4.2 Assumptions:***

- ✦ CONSULTANT will coordinate with CITY to gain access to the embankment area(s) on both sides of the Spokane River in areas where existing bridge structures and potential future new bridge structures will be located.
- ✦ Work to be accomplished in a single mobilization.
- ✦ Field effort assumed at 5 days for the middle channel bridge.
- ✦ Howard Street and the bridge will be closed to pedestrian and vehicular access during drilling.
- ✦ Drilling will be accomplished from decking, assuming that the bridge can be used as drilling platforms without resorting to in river barge work.
- ✦ In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of CONSULTANT.

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***Task 4.2 Deliverables:***

- ✦ A technical memorandum (TM) data report for the Howard Street Mid-Channel Bridge of approximately 15 pages in length including annotated photos, investigation map, drilling logs, and boxed core. This TM will support contractor bidding specifications.

### **4.3. Geotechnical Design Services**

CONSULTANT will provide geotechnical recommendations for design summarized in technical memoranda, and geotechnical design review at 30, 60, and 100 percent design. Geotechnical calculations and recommendations for use in the bridge designs will be summarized in a separate geotechnical recommendations technical memorandum for each structure.

CONSULTANT will develop design specifications for the 30 percent, 60 percent, and 100 percent deliverables. Design specifications will be provided as markups to the project specification template and in coordination with bridge engineer, structural, and civil engineers.

#### ***Task 4.3 Deliverables:***

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- ✦ A technical memorandum (TM) recommendations report for the Howard Street Mid-Channel Bridge of approximately 10 pages in length.

## **5. PLANNING AND COORDINATION**

The CONSULTANT will partner with the CITY to ascertain existing and future needs for the Howard Street Mid-Channel Bridge. CITY departments (Parks, Planning, Utilities, Streets/Bridges, and Capital Programs) will be consulted to provide input to the current and planned environments surrounding the bridge. Currently published planning documentation will be reviewed to provide context for the bridge in its ultimate setting.

Where practicable, the CONSULTANT will leverage knowledge and data from previous study and design efforts for the bridge.

### **5.1. Future Functional Requirements**

The CONSULTANT will coordinate with CITY to ascertain:

- Planned land use surrounding the bridge
- Current and future multi-modal transportation needs for the bridge
- Existing and planned utility infrastructure to be located on the bridge
- Existing storm water management facilities for the bridge
- Bridge visual and aesthetic elements

This coordination will determine key functional and or bridge location requirements that will be used to develop concepts to meet these needs in Task 6.

It is anticipated that the CONSULTANT will review the CITY's current and in-progress Comprehensive Plan and Riverfront Park Master Plan documentation and coordinate with the CITY planning department to ascertain planned land use elements that may influence the bridge functional requirements.

The CONSULTANT will determine the range of vehicles and design speed that will drive the bridge structural design, and the mix of multi-modal access to be provided for the bridge that will drive the bridge deck widths and configuration. The CONSULTANT will consider ADA guidelines and access requirements.

It is anticipated that the following utilities may require coordination:

- City of Spokane Water and Wastewater – Water, Sewer Facilities
- Qwest Communications / CenturyLink, City of Spokane - Communications
- Comcast - Communications
- Avista Utilities – Power / Gas

The CONSULTANT will determine how the bridge will fit into its environmental surroundings, both from the perspectives of viewers looking at the bridge and viewers' experiences while on the bridge. The CONSULTANT will coordinate with the City's team implementing the Riverfront Park Design of Major Public Spaces as allowable by the project timeline.

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***Task 5.1 Assumptions:***

- ✦ Planning documentation is available from the CITY in electronic format.
- ✦ Bridge approach design will focus on interim connections to existing conditions, while understanding ultimate alignment and situation for the bridge structures. Upgraded approaches may be designed by others as part of the CITY's Park Bond implementation projects.

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***Task 5.1 Deliverables:***

- ✦ Future Functional Requirements memorandum (.pdf electronic format)

## **5.2. Preliminary River Water Surface Elevations**

The CONSULTANT will identify preliminary water surface elevation data to support preparation of the bridge concepts, including:

- Collect and review available existing water surface elevation data for the purpose of defining the minimum bridge soffit elevation to satisfy floodway freeboard requirements, as prescribed in the WSDOT Bridge Design Manual.
- Identify ordinary high water, 100-year flood, and 500-year flood water surface elevations.
- Summarize subsequent hydraulics studies or evaluations needed to support subsequent phases of project development.

### ***Task 5.2 Assumptions:***

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- ✦ Minimum soffit height will not be controlled by flood elevations, and no hydraulic modeling is anticipated.

### ***Task 5.2 Deliverables:***

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- ✦ Preliminary Hydraulic Conditions Memorandum

## **6. BRIDGE CONCEPT DEVELOPMENT, EVALUATION AND PRELIMINARY DESIGN**

### **6.1. Data Collection/Review**

The CONSULTANT will conduct a field review of the structures, including observation of the overall condition of the bridge and observation of site constraints that may affect development. The CONSULTANT will assemble and review the data needed to perform the structure design including:

- Pedestrian survey of the bridge site
- Review available site survey and geotechnical data
- Review as-built plans for existing structures, provided by the CITY
- Review existing inspection reports, maps, utilities, plans, and other pertinent data

### **6.2. Design Criteria**

The CONSULTANT will prepare preliminary structural design criteria in accordance with applicable and current (as of execution of this agreement) AASHTO, WSDOT, and CITY codes and standards.

### ***Task 6.2 Deliverables:***

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- ✦ Preliminary Structures Design Criteria (.pdf electronic format)

### **6.3. Preliminary Bridge Concepts**

The CONSULTANT will identify and develop bridge concepts that satisfy the functional criteria identified in Task 5. Concepts will address alignments, ties to existing roadways and pathways, non-motorized accommodations, vehicular accommodations, maintenance and access accommodations, aesthetics, utilities accommodations, and other key factors.

The CONSULTANT will identify initial alternative bridge concepts that will be screened with CITY input to develop a shortlist of preliminary concepts. The CONSULTANT will hold a half-day workshop with the CITY and key stakeholder agencies to brainstorm and evaluate bridge concept alternatives. The intent of the workshop is to narrow the range of structure



alternatives to a maximum of two (2) for further analysis in Concept Design. The workshop will be attended by three (3) CONSULTANT staff.

The CONSULTANT will prepare the agenda, prepare exhibits (sketches) of bridge concepts, and will prepare meeting notes summarizing the workshop. It is assumed that the CITY will arrange for the meeting space, scheduling, and meeting logistics for attendees.

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***Task 6.3 Assumptions:***

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- ✦ Bridge rehabilitation concepts will NOT be considered. Only replacement concepts will be evaluated.
- ✦ It is assumed that the existing bridge can be completely removed prior to constructing the new bridge and that access across the river is not required during construction.
- ✦ The shortlisted preliminary bridge concepts will be developed as sketches, and with lines on existing mapping or photographs.
- ✦ City will provide consolidated comments in writing.

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***Task 6.3 Deliverables:***

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- ✦ Workshop agenda, meeting materials, and meeting minutes (.pdf electronic format)
- ✦ Preliminary Bridge Option Concept Sketches (up to five sketches) (.pdf electronic format)

## **6.4. Conceptual Design Development and Evaluation**

Subsequent to reviewing the preliminary bridge concepts with the CITY and stakeholders, the CONSULTANT will perform design development analyses to better define the top two viable alternatives for the bridge. The concept development will include identification and evaluation of the range of structure sizes and types that accomplish the CITY's goals for the aesthetic character.

This work will consist of the following:

- Perform technical analyses and structural studies to develop feasible replacement concepts.
- Identify pros and cons for each alternative and potential constraints from a structural and constructability perspective.
- Develop comparative-level cost estimates for the major cost elements of each alternative.
- Develop preliminary construction staging/sequencing concepts.
- Prepare concept sketches of bridge concepts.

The CONSULTANT will review the top two concept design options and identify a preferred solution for the bridge. The CONSULTANT will base this analysis on a qualitative evaluation process using screening criteria as agreed to by the CITY. Screening criteria will include

constructability, maintenance and inspection, durability, aesthetics, structural behavior, and comparative cost. The CONSULTANT will work to achieve concurrence with the CITY and validate the preferred solutions.

CITY-recommended refinements to the preferred solution will be documented and addressed in the Task 6 preliminary design of the preferred solution.

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**Task 6.4 Assumptions:**

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- ✦ The preliminary bridge concepts will be developed as sketches, and with lines on existing mapping or photographs.
- ✦ Cost estimates will be Class 5, as defined in ASTM E2516-11.

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**Task 6.4 Deliverables:**

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- ✦ Preliminary Bridge Option Concept Sketches (.pdf electronic format)
- ✦ Comparative Cost Estimates

## **6.5. Discipline Coordination**

CONSULTANT will coordinate development of the bridge design with applicable disciplines as follows:

- **Geotechnical Coordination.** Coordinate with the geotechnical engineer for establishing preliminary design criteria for soil loads and foundations, identification of viable foundation types, and selection of preferred foundations types for the bridge.
- **Hydraulics Coordination.** Coordinate with the hydraulics engineer for establishing preliminary design Spokane River water surface elevations.
- **Roadway/Civil Coordination.** Coordinate with the roadway and civil design engineers for establishing design criteria and constraints related to roadway geometry, drainage, construction staging, utilities, surveying and base mapping, and right-of-way impacts.

## **6.6. Preliminary Design**

The CONSULTANT will perform preliminary structure analysis and design for the preferred alternative for the Howard Street Mid-Channel Bridge. The preliminary design will include the following items of work:

- Define approximate geometric requirements, such as foundation sizes and locations, span lengths, wall lengths, and structure depths.
- Prepare structure layout (including plan, elevation and typical section) to a preliminary level of design to be used as a basis for final design and permitting.
- Develop a preliminary structures cost estimate.
- Prepare a Preliminary Design Technical Memorandum that summarizes the key requirements, constraints, bridge alternatives, and evaluation process in selecting the

preferred alternatives. It will include preliminary structure layouts and cost estimates of the preferred alternatives.

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**Task 6.6 Assumptions:**

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- ✦ CITY comments to be provided in a consolidated table or redline format.

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**Task 6.6 Deliverables:**

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- ✦ Draft Preliminary Design Technical Memorandum (5 Hard Copies, .pdf electronic format)
- ✦ Final Preliminary Design Technical Memorandum (5 Signed Hard Copies, .pdf electronic format)

### **6.7. Bridge Visualizations**

The CONSULTANT will identify 3 “key views” of the Howard Street Mid-Channel Bridge and its surroundings from vantage points where the architectural aspects of the bridge are visible from nearby public spaces, recreational areas, and/or roadways. Photographs will be taken from these vantage points to display the bridge, with perspectives from above, below, and roughly level with the bridge deck. One key view will be selected to develop before and after bridge visualizations for the recommended solution for the bridge. Computer simulations of recommended bridge solutions will be overlaid on to the photograph. Photographs of the existing bridge will be presented to the CITY to choose an agreed-upon perspective of the bridge for the simulations.

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**Task 6.7 Assumptions:**

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- ✦ Photographs from identified key ground-level views or elevated views from building locations

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**Task 6.7 Deliverables:**

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- ✦ Photographs from identified key views
- ✦ Air photo based figure showing key view locations and perspectives (.pdf electronic format, 8/5"x11")
- ✦ One Bridge Visualization Simulation for the Mid-Channel Bridge (.pdf electronic format, 8/5"x11")

### **6.8. QA/QC Review**

The CONSULTANT will perform Quality Assurance/Quality Control (QA/QC) reviews of the conceptual and preliminary bridge design. Review project design criteria, geotechnical recommendations, and conceptual bridge layouts to provide conformity with the project requirements. Review the comparative-level estimates, preliminary bridge layouts, and preliminary design technical memorandum to provide conformity with the project

requirements. Perform a check of the structural calculations and preliminary cost estimate as well as a constructability check of the concepts developed. Provide written review comments and coordinate resolution of review comments with the designer.

## **7. APPROACHES, STORM DRAINAGE AND UTILITIES**

This task involves concept-level and preliminary engineering of the horizontal alignment and vertical profile transitions for the approaches at each end of the bridge, preliminary identification of utilities to be installed on the bridge, and identification and siting of storm drainage facilities.

### **7.1. Bridge Approaches**

CONSULTANT will develop conceptual layouts of the approach horizontal and vertical alignments in coordination with the two design concepts evaluated in Task 6.4. The bridge approach layouts will define the requirements for horizontal and vertical alignments; lane, sidewalk and bicycle path widths; and channelization. Specific constraints related to right-of-way, the environment, and constructability will be identified and alignments adjusted to avoid or minimize the possible effects of those constraints.

For the preferred bridge option selected in Task 6.4, the CONSULTANT will:

- Develop preliminary options for detouring traffic during construction.
- Develop layout plans to a preliminary level of design to be used as a basis for final design and permitting. Anticipated plan sheets include:
  - Approach Cross-Sections (1 sheet)
  - Approach Plan & Profiles (showing right-of-way, drainage, and utilities) (1 sheet)
- Develop preliminary cost estimate.

#### **Task 7.1 Deliverables:**

- ✦ Approach horizontal and vertical layout concepts
- ✦ Preliminary design layout plans, including storm drainage and utilities.
- ✦ Preliminary cost estimate

### **7.2. Storm Drainage**

For the preferred bridge alternatives, CONSULTANT will identify and document structures to be adjusted, inventory existing drainage features including pipe size and depth, and document drainage problems. Calculate size and provide preliminary location for stormwater treatment facilities. Indicate preliminary stormwater piping alignments and pipe sizes.

#### **Task 7.2 Deliverables:**

- ✦ Preliminary layouts included in Task 7.1

### **7.3. Utilities**

Consultant will identify and coordinate with utility purveyors (sewer, water, gas, electric, telecommunications, and cable TV) to understand the project, review progress, coordinate issues and alternatives regarding utility relocations / modifications required by the design and/or requested by the purveyors. Preliminary options for maintaining utilities during construction will be identified.

#### ***Task 7.3 Assumptions:***

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- ✦ CITY will prepare Utility Notification letters for the project. CITY will provide copies of the utility purveyor's responses to the CONSULTANT regarding which purveyors plan to construct, relocate, and/or otherwise modify their facilities in conjunction with this project.
- ✦ Two (2) coordination meetings with CITY and utility purveyors are assumed. These meetings are budgeted with 4 hours per meeting (including preparation, attendance, and meeting summary) and include CONSULTANT project manager and utility coordination task lead.

#### ***Task 7.3 Deliverables:***

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- ✦ Utility coordination meeting exhibits, agendas and notes.
- ✦ Preliminary layouts included in Task 7.1

## **8. ENVIRONMENTAL COORDINATION, DOCUMENTATION AND PERMITTING**

For the planned improvements to the Howard Street Mid-Channel Bridge, the CONSULTANT will conduct the environmental evaluation and documentation required under the State Environmental Policy Act (SEPA).

To the extent practicable, the CONSULTANT will leverage knowledge and documentation from previous environmental documentation efforts for the Howard Street Mid-Channel Bridge as provided by the CITY.

Environmental documentation and permitting will be conducted for the geotechnical investigation. Environmental documentation will be conducted for the bridge replacements.

### **8.1. Geotechnical Investigation Permitting**

#### **8.1.1. SEPA for Geotechnical Investigations**

CONSULTANT will prepare a SEPA Environmental Checklist for the geotechnical investigation to evaluate environmental concerns, determine environmental impacts (if any), and suggest design mitigations to address identified impacts (if necessary). A draft and final Environmental Checklist will be submitted to the CITY for review.

#### ***Task 8.1.1 Deliverables:***

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- ✦ Draft SEPA checklist
- ✦ Final SEPA checklist

### **8.1.2. JARPA for Geotechnical Investigations**

CONSULTANT will prepare the Joint Aquatic Resources Permit Application (JARPA) for the Howard Street Mid-Channel Bridge geotechnical investigations on one application. The geotechnical investigations will focus on the borings that will be located within the Spokane River channel below the OHWM. Information that will be provided are number of borings, type of drilling, volume of materials to be retrieved from excavation, volume of any fills that might occur, location of drilling rig, method of collecting samples, and how spill controls will be managed. The drawings that are submitted with the JARPA form will be schematic and focus on the boring operations.

As part of the JARPA submittal, CONSULTANT will prepare drawings for the geotechnical investigations to accompany the JARPA forms as follows:

- Vicinity map
- Plan view of proposed geotechnical investigations
- Sectional or cross-section view of proposed geotechnical investigations

A draft and final JARPA will be submitted to the CITY for review and revised if needed. A final JARPA will be submitted to the required agencies. Also, the CONSULTANT will coordinate with the JARPA agencies in respect to permit requirements and provide information to the agencies to aid in the permitting process. CONSULTANT assumes no responsibility for any delays in the permitting process.

CONSULTANT will assist the CITY in the preparation of DNR's application for "right-of-entry" (JARPA Attachment E).

#### **Task 8.1.2 Deliverables:**

- ✦ Draft JARPA for bridge geotechnical investigations
- ✦ Final JARPA for bridge geotechnical investigations

### **8.1.3. Agency Pre-Application Meeting for Geotechnical JARPA**

Coordinate, schedule, and conduct an informational meeting with the environmental regulatory agencies (assume that all will participate in a joint meeting):

- Washington State Fish & Wildlife (WDFW) – Hydraulics Project Approval
- Washington State Department of Ecology (Ecology) – Water Quality Certification (Section 401 Permit), shorelines, wetlands
- U.S. Corps of Engineers (USCOE) – Section 404 Permit [wetlands and work within the ordinary high water mark (OHWM)]
- City of Spokane – Shorelines Permit, Floodplain Management Permit, Critical Areas Ordinance
- Washington State Department of Natural Resources (DNR) – Right-of-Entry Authorization

The project description and background information will be provided to assist the agencies that review JARPA submittals. Anticipated permitting difficulties will be discussed. All

agencies will be invited to participate at the same meeting. However, if that arrangement cannot be coordinated, individual discussions will take place with those agencies that are not represented at the meeting. This task includes one project site visit.

### ***Task 8.1.3 Deliverables:***

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- ✦ Agenda and meeting summary of the joint agency pre-application meeting
- ✦ Written summaries of individual agency meetings (if necessary)

### ***Task 8.1 Assumptions:***

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- ✦ SEPA and JARPA permitting for geotechnical investigations is separate from SEPA and JARPA permitting for construction of the Howard Street Mid-Channel Bridge.
- ✦ Geotechnical investigations are assumed to be conducted from the decks of existing bridge and along the shorelines of the Spokane River above the OHWM.
- ✦ If a bridge alternative is selected in the preliminary design phase that requires supplemental geotechnical investigations, a scope of work and budget will be prepared and submitted for the additional Phase I permitting work to be performed under a separate authorization by Supplemental Agreement.
- ✦ It is assumed that only a Hydraulic Project Approval (HPA) and a DNR "right-of-entry" will be required.
- ✦ The determination of the OHWM for the project will be performed under Task 9 of this scope of work.
- ✦ The following environmental field work and/or specialized studies/reporting will not be conducted for the geotechnical investigation permitting:
  - Air quality
  - Wetlands delineation or a wetlands mitigation plan
  - Biological Assessment (BA)
  - Hazardous materials or problem wastes
  - Sediment or vegetation sampling of riverbed
  - Cultural resources (historical and archeological) field surveys and reporting
  - Stormwater pollution prevention plan
  - Recreational and historical properties [Section 4(f) and Section 6(f)]
  - Noise
  - Visual Quality
  - Transportation
  - Environmental Justice

## **8.2. Preliminary Design Phase Agency Coordination**

CONSULTANT will provide early agency coordination with:

- DNR regarding compliance and issuance of a "right-of-entry" for construction of the bridge
- WDFW regarding protection of aquatic species and habitats
- USACE regarding in-river construction

- Ecology regarding shorelines and water quality protection
- CITY Parks Department regarding potential avoidance and mitigation measures
- CITY Planning Department regarding compliance with shoreline, floodplain and critical areas ordinance regulations for the Project.
- Avista regarding compliance with Federal Energy and Regulatory Commission (FERC) licensing.

Agency permitting coordination will include a joint meeting with the CITY, USACE, WDFW, DNR, Ecology, and Avista. This task includes budget for the permitting task lead of 2 hours per agency for coordination and 8 hours for the agency coordination meeting (includes preparation, attendance and meeting summary). It also includes 4 hours for the project manager regarding the agency coordination meeting.

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***Task 8.2 Assumptions:***

- ✦ No separate or additional application or report is necessary to comply and obtain approvals under FERC licensing. Letters, reports, applications or other documentation that is in addition to SEPA and JARPA are not included in this scope of work.
- ✦ Task assumes that a joint agency meeting is possible. If additional time is necessary to have one-on-one meetings with the permitting agencies, that work is not included in this scope of work.

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***Task 8.2 Deliverables:***

- ✦ Meeting agendas and notes, master list of issues/concerns.

### **8.3. Preliminary Design Alternatives Environmental Evaluation**

The CONSULTANT will evaluate bridge replacement alternatives identified in the Preliminary Design phase and compare them from an environmental perspective. This environmental evaluation will be presented in the Preliminary Design Report and will:

- Identify key environmental considerations/issues
- Summarize environmental issues and considerations that may impact the design, construction or permitting of the new bridge
- Describe differences between alternatives, highlight permitting difficulties
- Summarize anticipated environmental reports and permits needed.
- Prepare recommendations for environmental and permitting activities to be performed in subsequent phases of the project.



### ***Task 8.3 Deliverables:***

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- ✦ Environmental evaluation memo.

### **8.4. Prepare SEPA Environmental Checklist**

The CONSULTANT will prepare a draft and final SEPA Environmental Checklist for the Howard Street Mid-Channel Bridge project. A draft SEPA Environmental Checklist will be submitted to CITY for review and revised.

### ***Task 8.4 Assumptions:***

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- ✦ The CITY will issue a Determination of Non-Significance (DNS) or a Mitigated Determination of Non-Significance (MDNS) for both the geotechnical investigations SEPA and the Howard Street Mid-Channel Bridge SEPA. An Environmental Impact Statement will not be needed.
- ✦ CITY will provide mapping, transportation data and other information that might be required to complete permitting documents including the SEPA Environmental Checklists.
- ✦ Recreational and Historic Properties [Section 4(f) and Section 6(f)] – No Section 4(f) or Section 6(f) documentation is required under SEPA. It is assumed that a description of recreational properties adjacent and in the vicinity of the Howard Street Bridge, potential impacts, and proposed mitigation measures will be sufficient environmental documentation for the SEPA Environmental Checklist.
- ✦ Noise – Because the bridge is an existing structure that is in use in an existing City park, it is assumed that a noise analysis related to park user receptors is not needed for bridge operations. Noise generated during construction may be of a higher level than accustomed to park users, but because construction noise is temporary, a noise analysis isn't presently included in this scope of work.
- ✦ Sole Source Aquifer Checklist – it is assumed that submittal of the SEPA Environmental Checklist to the Environmental Protection Agency (EPA) for review will be sufficient to satisfy EPA's proposed project review process. Therefore, a separate Sole Source Aquifer Checklist available from EPA will not be prepared.
- ✦ Visual Quality – no Visual Quality Assessment will be conducted. Information from Section 5.1 will be used to provide information for aesthetics.
- ✦ The Howard Street Mid-Channel Bridge project will not result in any impacts that are adverse to environmental justice populations and this environmental review will not require a special environmental justice study or evaluation.
- ✦ There are no resource lands, wild and scenic rivers, or tribal lands as part of the project.
- ✦ A Phase I or Phase II Environmental Site Assessment is not needed nor included under this scope of work

### ***Task 8.4 Deliverables:***

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- ✦ Draft and final SEPA Environmental Checklists

## 8.5. Environmental Documentation

The CONSULTANT will develop the required environmental documentation for the planned improvements to the Howard St. Mid-Channel Bridge. Reference/supporting information (prepared by CONSULTANT) will be attached to the SEPA Environmental Checklist to document compliance with environmental issues.

The CONSULTANT will leverage with existing environmental documentation for the overall Park Bond project including:

- Environmental Site Assessment
- Habitat Management Plan
- Stormwater Management Plan
- Power Use & Infrastructure Study
- Traffic and Pedestrian Use Study
- Bridge Analysis Study

### 8.5.1. Section 106/ Historic Properties Resources Assessment

CONSULTANT will perform the following historic properties resources activities in compliance with Section 106 of the National Historic Preservation Act of 1966 (as amended):

- **Area of Potential Effects:** CONSULTANT will identify the Area of Potential Effects (APE) in coordination with the archeologist that will be doing archeological evaluations under separate contract with the City for the Howard St. Mid-Channel Bridge and prepare map/figures. The figures will include one USGS quadrangle map and one annotated aerial for each bridge.
- **Correspondence:** CONSULTANT will write the Section 106 initiation letter that will be sent to Spokane Tribes, DAHP, and Spokane City/County Historic Preservation Office. The notice of initiation of the consultation process will briefly describe the project and identify the proposed APE. The notification letter with APE will be summarized in the SEPA Environmental Checklist. CONSULTANT will also prepare correspondence to DAHP requesting concurrence on determinations of eligibility and the finding of effect for the project. CONSULTANT will prepare the Section 106 adverse effect notification to DAHP.
- **Research:** An architectural historian will conduct research through the Washington Archaeological and Historic Preservation's (DAHP's) website (WISAARD) to identify historical properties and features in the APE.

Also, a site visit by an architectural historian will be conducted to gather information on historic properties. This work includes Historic Property Inventory (HPI) form preparation for the existing Howard Street Mid-Channel Bridge, which is over 50 years old, including a recommended determination of National Register of Historic Places eligibility. Up to three additional HPI forms will be prepared for potential historic properties that may be included in the APE. The determinations of eligibility will be submitted to USACE for their confirmation. USACE will then submit the determinations

to DAHP and SPK HPO and request concurrence from DAHP. If additional buildings or structures are found that need to be recorded, the additional effort to record and document on HPI forms is not included in this scope of work. The architectural historian will prepare a Historical Properties Resources Report on historic findings and there will be a brief summary of these findings in the SEPA Environmental Checklist.

#### ***Task 8.5.1 Assumptions:***

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- ✦ Section 106 consultation related to archaeological resources, archaeological field survey, and cultural resources report preparation will be done by others and is not included in this scope of work.
- ✦ Agreement on the APE(s) that includes both archaeological and historic resources will be reached in a timely manner with the Tribes. CONSULTANT is not responsible for delays resulting from coordination with the Tribes.
- ✦ Historic properties field survey will include pedestrian survey of up to two (2) acres within APE.
- ✦ No CONSULTANT participation in Tribal Site Meeting is assumed.
- ✦ Assumes the Middle Channel Howard Street bridge is NRHP eligible, and will need to be recorded for HAER.
- ✦ This task does not include any survey or evaluation of the WHR Spokane River District and effect to that district will not be evaluated.
- ✦ Assumes an adverse effect under Section 106 from the replacement of the Middle Channel Bridge
- ✦ Historic Properties Resources Report assumes one draft, one set of revisions with one round of consolidated comments from agencies and one round of comments from State Historic Preservation Office (SHPO), and then a final.
- ✦ Development of historic rehabilitation concepts to demonstrate feasibility/non-feasibility of proposed designs are not included in this scope of work
- ✦ The CITY will conduct consultation with SHPO and area Tribes, and be responsible for transmittal of all documents and notifications.
- ✦ No more than four hard copy sets of HAER documentation will be prepared - one for SPK HPO, one for USACE, one for SHPO, and one for a local archive/repository.

#### ***Task 8.5.1 Deliverables:***

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- ✦ Draft and final APE (map/figure)
- ✦ Summary of literature search through DAHP's WISAARD database, which will be presented in the Environmental Checklist
- ✦ HPI Form for the Howard St. Mid-Channel Bridge, including up to three additional HPI forms for potentially historic structures in the APE
- ✦ Section 106 Correspondence requesting concurrence on determinations of eligibility and finding of effect
- ✦ Section 106 adverse effect notification to SHPO
- ✦ Section 106 adverse effect notification letter and package for the Advisory Council on Historic Preservation (ACHP)
- ✦ Draft and final Historic Properties Resources Report
- ✦ Draft and Final Level II HAER documentation for Howard St. Mid-Channel Bridge.

### **8.5.2. Historic American Engineering Record (HAER) – Level II:**

Level II HAER documentation will be prepared for the Howard Street Mid-Channel Bridge in accordance with DAHP Level II Mitigation Documentation. The documentation will include:

- **Historic Properties Report:**
  - Stylistic and/or architectural description of the bridge including documentation of changes that have occurred over time
  - Description of architectural and/or associative significance
  - Contextual information to provide the significance of the property
  - Original and current function
  - Name and biographical information of architect and/or builder
  - Description and justification for action requiring mitigation
- **Drawings, Maps, and Additional Information**
  - Sketch site plan showing footprint of bridge and surroundings
  - Copies of original plans if available (8 ½ x 11 format or scanned to CD rom)
  - If available, printed copies or clear laser-copies of historic photographs
  - GLO map and/or USGS quad/topo map indicating location of property with UTMs
  - Completed Statewide Historic Property Inventory form in electronic version
- **Photographs**
  - The photos will be in digital format (using minimum 300dpi) and printed using archival quality paper meeting a 75 year standard, with an accompanying archival “gold” CD.
  - A maximum of 10 digital photographs will be submitted for the bridge: each elevation, setting, and significant features/details. CONSULTANT will also develop a photographic log including the name of the photographer, direction of photo, subject matter, and date to accompany the photographs.

#### ***Task 8.5.2 Assumptions:***

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- ✦ Assumes the Howard Street Mid-Channel Bridge is NRHP eligible.
- ✦ HAER documentation assumes one round of consolidated comments from agencies and one round of comments from SHPO.
- ✦ The CITY will conduct consultation with SHPO, and be responsible for transmittal of all documents.
- ✦ No more than four hard copy sets of HAER documentation will be prepared - one for SPK HPO, one for USACE, one for SHPO, and one for a local archive/repository.
- ✦ No other mitigation tasks are included as part of this work.

### ***Task 8.5.2 Deliverables:***

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- ✦ Draft and Final HAER documentation

### **8.5.3. Biological Evaluation**

The Howard Street Mid-Channel Bridge project is expected to have work occurring below the ordinary high water mark (OHWM) and in the river that may result in environmental impact to the aquatic environment. The CONSULTANT will consult with the Washington State Fish and Wildlife Department (WDFW) regarding potential construction work within and/or over the Spokane River. Should in-river construction of the bridge be needed outside of the approved fish work window (June 15 through August 31) on the Spokane River, a mitigation plan and agreement for the protection of aquatic species (e.g., red-band trout) will be prepared for WDFW. In-river aquatic impacts will need to be evaluated and mitigation measures recommended for WDFW. There are no wetland impacts anticipated to be part of the mitigation plan and, therefore, wetland mitigation is currently not included in this scope of work. This scope of work includes two joint meetings with WDFW, CITY and CONSULTANT. The first meeting will be to learn expectations of the permitting agencies that should be addressed including the potential need for a mitigation plan, and the second meeting is to discuss the mitigation plan and compensatory mitigation proposed for the project.

The CONSULTANT will obtain updated species listings for plants and animals from USFWS and WDFW. If species of concern other than Bull Trout are identified as likely to be within the project area, a biological survey would need to be conducted to determine their presence within the project site, and this would require a scope of work and budget adjustment by written amendment to the agreement between CONSULTANT and CITY.

### ***Task 8.5.3 Assumptions:***

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- ✦ Because the Howard Street Mid-Channel Bridge is downriver from Upriver Dam where Bull Trout has federal protection upstream of the dam, it is assumed that a Biological Assessment (BA) and consultation with the United States Fish and Wildlife Service (USFWS) will not be required for this project. If permitting agencies require additional information or consultation (including a BA), it is not included in this scope of work.
  - Compensatory mitigation will be easily determined and acceptable by permitting agencies in a timely manner and no “mitigation site projects” will be implemented as part of this project.
  - No evaluations or analyses for fish protection, such as a site-specific noise analysis, are included
  - All mitigation fees will be paid by CITY and is not included in this scope of work.
- ✦ There are no Bald Eagle nests in the project vicinity (within one quarter mile).
- ✦ Habitat Management Plan (HMP) – The HMP will be prepared by others and will be available for reference.

### ***Task 8.5.3 Deliverables:***

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- ✦ Species listings, to be attached to the SEPA Environmental Checklist
- ✦ Summary of WDFW meetings
- ✦ Draft and final Mitigation Plan to WDFW with compensatory mitigation proposed (if necessary)

### **8.5.4. Hazardous Materials**

The CONSULTANT will conduct a record search within 0.25 miles of the project on Ecology's website of those properties adjacent to the bridge's right-of-way to determine the potential for encountering hazardous materials sites during construction of the bridge. The findings of this evaluation will be shown in a technical memorandum and summarized in the SEPA Environmental Checklist.

### ***Task 8.5.4 Assumptions:***

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- ✦ It is assumed that the potential hazardous/problem waste sites are few within 0.25 mile of the Howard Street Mid-Channel Bridge and can be adequately documented in the SEPA Environmental Checklist without a Hazardous Materials/Problem Wastes technical report. Previous reports prepared in the area will be available for reference.
- ✦ No asbestos survey is included in this scope
- ✦ No paint or materials testing for heavy metals is included in this scope

### ***Task 8.5.4 Deliverables:***

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- ✦ Draft and final technical memorandum summarizing hazardous materials evaluation; final will be attached to the SEPA Environmental Checklist or if findings are brief, a discussion in the SEPA Environmental Checklist should be sufficient

## **8.6. Joint Aquatic Resources Permit Application (JARPA)**

### **8.6.1. Prepare JARPA**

Following completion of the SEPA evaluations, the CONSULTANT will prepare a Joint Aquatic Resources Permit Application (JARPA) for the Howard Street Mid-Channel Bridge. The JARPA will be submitted to regulatory agencies by the CITY as follows:

#### **Environmental Permits**

<b>Permit or Approval</b>	<b>Agencies</b>
Hydraulic Project Approval (HPA)	Washington State Department of Fish & Wildlife (WDFW)
Shorelines Permit	City Spokane
Floodplain Development Permit and Critical Areas Ordinance Compliance	City of Spokane
Section 401 Water Quality Certification	Washington State Department of Ecology (Ecology)

#### Environmental Permits

Permit or Approval	Agencies
Section 404 Permit	United States Corps of Engineers (USACE)

The JARPA will include the following discussion:

- Project history
- Project schedule
- Construction methods and demolition activities that will prevent debris from falling into the river (Construction Methodology Plan)
- Summary of fills and excavations
- Ordinary high-water mark (OHWM)
- Shoreline – activities within 200-foot shoreline boundary
- Wetlands

As part of the JARPA submittal, the following drawings will be prepared:

- Vicinity map
- Plan view of bridge
- Elevation and cross-section views of bridge

Furthermore, the Critical Areas Ordinance will be reviewed, research will be conducted and information summarized for the sole source aquifer, geological hazardous areas, habitat management, and wetlands. A draft JARPA will be submitted to the CITY for review and revised as appropriate. A final JARPA will be submitted by the CITY to the appropriate regulatory agencies.

#### ***Task 8.6.1 Deliverables:***

- ✦ Draft and final JARPA, including three figures/drawings and Construction Methodology Plan for the following permits (electronic copies):
  - Hydraulic Project Approval
  - Shorelines Substantial Development Permit
  - Floodplain Development Permit
  - Section 404 Permit
  - Section 401 Permit

#### **8.6.2. Coordinate JARPA Permit Process**

The CONSULTANT will coordinate with the JARPA agencies in respect to permit requirements and provide information to the agencies as follows:

- **Shoreline Permitting:** CONSULTANT will coordinate with the CITY, prepare the City of Spokane Shoreline/Critical Areas Checklist, and track the shoreline permitting process. It is assumed that no public meeting will be required and that the shorelines permit can be issued administratively by the Planning Department.

- **Floodplain Development Permit:** A Hydraulic Report will be developed under a different task (Task 9). This report will provide documentation needed to obtain a Floodplain Development Permit from CITY. The report will address any potential for a rise in river elevation by more than a tenth of a foot during a 100-year flood event.
- **Hydraulic Project Approval (HPA) Permit:** The CONSULTANT will enter the JARPA on WDFW's APPs website, coordinate with the WDFW and track HPA permitting process on APPs.
- **Water Quality Certification (Section 401) Permit:** The CONSULTANT will coordinate with Ecology and track Section 401 permitting process, including coordination between USACE and Ecology.
- **Section 404 Permit:** The CONSULTANT will coordinate with USACE and track Section 404 permitting process (including wetlands and in-river aquatic impacts).

As included in Task 8.2, one joint-agency project site meeting will be coordinated and scheduled for permitting agencies to view the project location and discuss key project elements and issues. CONSULTANT's Project Manager and Permitting Specialist will attend this meeting with CITY representative. A brief summary of this joint-agency meeting will be prepared.

#### ***Task 8.6.2 Assumptions:***

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- ✦ Application of Critical Areas Ordinance will be brief. This will include discussions on the aquifer, geological hazardous areas, habitat management, and wetlands. There will not be any need for any special survey, study, analysis, or reports for any of these critical areas.
- ✦ No DNR jurisdiction or permitting/easements are required for this project.

#### ***Task 8.6.2 Deliverables:***

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- ✦ Draft and final Shoreline/Critical Areas checklist
- ✦ Prepare and submit a letter to CITY with the Hydraulic Report attached for shorelines permit

## **9. RIVER HYDRAULICS**

The CONSULTANT will perform the following hydraulic evaluations to support environmental documentation.

### **9.1. Data Collection and Site Visit**

The CONSULTANT will conduct a review of available information provided by the CITY. This information should include bridge drawings, aerial photos, topography maps, and data from maintenance files. Review will also include previous hydraulic studies in the vicinity of the project site, as well as FEMA mapping and Flood Insurance Studies (FIS) for the project area.



The CONSULTANT will conduct a site observation. Observations will be recorded for the following:

- Manning's "n" value for the main channel and overbank areas. Document with color photographs.
- Hydraulic controls from channel constrictions, dams, etc.
- Apparent or observed high-water marks.
- Evidence of debris.

## **9.2. Hydraulics Analysis**

The CONSULTANT will use the current FIS to develop the 10-year, 50-year, 100-year, and 500-year flows for the hydraulic model.

The CONSULTANT will develop hydraulic models, using the Hydrologic Engineering Center – River Analysis System (HEC-RAS) computer model and the previously-collected survey data for existing and proposed bridge. This work will include:

- Model the existing bridge. The existing conditions model will be developed based on standard practices and results will be compared to observations made during the site visit to confirm that the model results are reasonable.
- Model the "natural conditions" with no bridge or roadway.
- Calculate backwater against "natural conditions" for the existing and proposed bridge for floods stated above.
- If water overtops the roadway/bridge before the 500-year flood peak, the overtopping flood and frequency must be determined.
- Coordinate with the roadway designer, bridge designer, and the foundation designer and refine hydraulic model if warranted.

## **9.3. Hydraulics Report**

The CONSULTANT will prepare Draft and Final reports in accordance with current (as of execution of this Agreement) WSDOT guidelines.

This scope of work assumes that a FEMA-format "no-rise" certification for construction within a regulatory floodway and accompanying documentation is not applicable.

## **9.4. Hydraulics Quality Assurance/Quality Control**

The CONSULTANT will perform a Quality Assurance/Quality Control (QA/QC) check of the work product/report. Either a check of the calculations or an independent analysis will be performed as deemed necessary. Checks will be made of computer program input and the use of the results. Upon completion of the QA/QC check, the original designer will incorporate revisions with confirmation.

### ***Task 9 Deliverables:***

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- ✦ Preliminary and Final Hydraulics Report (.pdf format)

## **10. BRIDGE DESIGN – MID-CHANNEL BRIDGE**

The CONSULTANT will perform final design and prepare plans, specifications, and construction cost estimates for replacement of the Howard Street Mid-Channel Bridge. Designs will be based on the approved preliminary design.

### **10.1. Task Management and Coordination**

Program, coordinate, and supervise the project structural design team. Attend up to six (6) client meetings by teleconference to provide structural input and coordination with other work elements. Attend up to two (2) project review meetings to resolve review comments with CITY. Prepare meeting notes as necessary to document decisions made.

### **10.2. Mid-Channel Bridge 60% Design**

Prepare analysis and design calculations for the bridge replacement in accordance with the project design criteria.

Drawings will be provided to the CITY for an “over the shoulder” review at approximately 30% complete. At this stage, primary layout sheets will be started, and detail sheets will be identified. Design work will continue while the CITY performs the “over the shoulder” review.

Drawings will be provided to the CITY at 60% complete. Outline Special Provisions and cost estimate will be provided for the structural elements of design. At this stage sheets will be started, and primary sheets will be generally complete. A senior review of the designs will have been completed, but checking of calculations will not be complete.

### ***Task 10.2 Deliverables:***

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- ✦ 30% Structures Drawings (*1-11x17 hardcopy and electronic PDF file*)
- ✦ 60% Structures Drawings (*1-11x17 hardcopy and electronic PDF file*)
- ✦ 60% Special Provisions (*electronic Word file*)
- ✦ 60% Opinion of Cost (*electronic Excel file*)

### **10.3. Mid-Channel Bridge Final Design**

CONSULTANT will perform the final design calculations, design drawings, and Special Provisions. A final construction cost estimate will be developed.

90% Drawings, Special Provisions, and Estimate will be provided to the CITY for review. The CITY will provide written comments.

The CITY comments will be incorporated in to the final plans, specifications, and estimate as appropriate.

### ***Task 10.3 Deliverables:***

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- ✦ 90% Structures Drawings (1-11x17 hardcopy and electronic PDF file)
- ✦ 90% Special Provisions (electronic Word file)
- ✦ 90% Opinion of Cost (electronic Excel file)
- ✦ Final Stamped, Sealed Structures Drawings (1-11x17 hardcopy and electronic PDF file)
- ✦ Final Opinion of Cost (electronic Excel file)
- ✦ Final Special Provisions (electronic Word file)
- ✦ Final, Stamped Design Calculations (electronic PDF file)

### **10.4. Mid-Channel Bridge Review**

The CITY will review the drawings, specifications, and opinion of cost at the 30%, 60%, and 90% submittal milestones. Review comments will be compiled and provided to CONSULTANT.

CONSULTANT will prepare written responses summarizing the proposed responses to the CITY comments. A telephone review meeting will be conducted at each review to discuss comments and proposed responses with the City.

### ***Task 10.4 Deliverables:***

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- ✦ Response to CITY review comments

### **10.5. Preliminary Construction Schedule**

Develop preliminary construction schedules for use in developing construction phasing, construction cost opinions, and anticipated project duration. Develop preliminary construction schedules and update at the 60%, 90%, and final levels of completion. CONSULTANT assumes no responsibility for actual delays to construction as the construction schedule is an estimated schedule.

### ***Task 10.5 Deliverables:***

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- ✦ 60% Construction Schedule (11x17 electronic PDF file)
- ✦ 90% Construction Schedule (11x17 electronic PDF file)
- ✦ Final Construction Schedule (11x17 electronic PDF file)

### **10.6. Mid-Channel Bridge QA/QC**

Perform Quality Assurance/Quality Control (QA/QC) reviews for the bridge design, to include the following:

- Review project design criteria, geotechnical recommendations, and hydraulics recommendations to assure conformity with the project requirements.

- Review project plans, special provisions, and design processes for suitability and general conformance to project objectives.
- Perform a structural design check, plans check, and constructability review as described below.
- Check specifications, quantities, bid schedule, and cost estimates at the 90% level of completion.
- Document review comments and acceptable resolution in the project file.

The levels of checking are defined as follows:

- **Senior Review.** Conduct an overview of the structure type and drawings. This review is performed by a senior engineer, and addresses general suitability, level of completeness, and constructability.
- **Structural Design Check.** Verify the adequacy of the main structural elements, including section sizes, reinforcing steel, maximum stresses, and overall structural stability of the design. Verification can consist of independent calculations or a review of the designer's calculations. Main structural elements include deck, girders, cross beams, columns, walls, drilled shafts, and abutments.
- **Plans Check.** Perform a review of the plans to confirm that sufficient detail has been provided and that the plans reflect the results of the design calculations. Controlling geometry, elevations, dimensions are checked.
- **Constructibility Review.** Perform a review of the plans to confirm that the structure is constructible and the details and notes are consistent and clear.

### **Task 10 Drawing List:**

Anticipated drawings required to detail the bridge elements of the project are shown below.

<b>Mid-Channel Bridge Plans</b>	
<b>No.</b>	<b>Description</b>
MB-1	Layout (Plan and Elevation)
MB-2	General Notes & Geometric Data
MB-3	Construction Staging and Sequencing No. 1
MB-4	Construction Staging and Sequencing No. 2
MB-5	Construction Staging and Sequencing No. 3
MB-6	Foundation Layout
MB-7	Abutment 1 Plan and Elevation
MB-8	Abutment 1 Sections and Details
MB-9	Abutment 2 Plan and Elevation
MB-10	Abutment 2 Sections and Details
MB-11	Wingwall Layout
MB-12	Wingwall Details

Mid-Channel Bridge Plans	
No.	Description
MB-13	Pier 1 Plan and Elevation
MB-14	Pier 2 Plan and Elevation
MB-15	Pier Sections No. 1
MB-16	Pier Sections No. 2
MB-17	Pier Details
MB-18	Framing Plan
MB-19	Typical Cross Section, Spans 1 & 3
MB-20	Typical Cross Section, Span 2
MB-21	Girder Elevations & Camber, Span 1
MB-22	Girder Elevations & Camber, Span 2
MB-23	Girder Elevations & Camber, Span 3
MB-24	Girder Details
MB-25	Diaphragm Details
MB-26	Bearing Details
MB-27	Deck Slab Reinforcing Plan No 1
MB-28	Deck Slab Reinforcing Plan No 2
MB-29	Deck Slab Sections and Details
MB-30	Expansion Joint Details
MB-31	Utility Support Details
MB-32	Approach Slab Details No 1
MB-33	Approach Slab Details No 2
MB-34	Combined Traffic & Pedestrian Barrier No. 1
MB-35	Combined Traffic & Pedestrian Barrier No. 2
MB-36	Combined Traffic & Pedestrian Barrier No. 3
MB-37	Miscellaneous Details
MB-38	Retaining Wall No. 1
MB-39	Retaining Wall No. 2
MB-40	Retaining Wall No. 3
MB-41	Retaining Wall Details
41 Sheets	

### Task 10 Assumptions

1. The Mid-Channel bridge is assumed to be a steel girder bridge with a span of approximately 200 feet, with steel girder approach spans, supported on spread footings on rock.
2. The profile of the Mid-Channel Bridge is approximately two feet above the existing profile.
3. Bridge will be designed in accordance with the AASHTO LRFD Bridge Design Specifications, 7th Edition and the latest edition (as of execution of this Agreement) of the WSDOT Bridge Design Manual (BDM). Loading will consist of HL-93 vehicular loading plus pedestrian loads.

4. Horizontal alignment of the bridge will be approximately the same as the existing alignment.
5. New bridge will be situated within existing rights-of-way/easements.
6. It is anticipated that no components of the existing mid-channel bridge will be reused. The existing bridge elements will be removed above the channel bottom.
7. The Mid-Channel Bridge includes a retaining wall at the north-east quadrant, tied to the existing stone masonry wall.
8. The Howard Street corridor around the Howard St. Mid-Channel Bridge will be closed to traffic during construction.
9. No aesthetic treatment, overlooks, or special railings will be included.
10. The calculations, analyses, design, plans, specifications, and other project work will be prepared in English units.
11. The drawings will be prepared in AutoCAD format in accordance with CITY drafting standards.
12. The WSDOT / APWA 2014 Standard Specifications for Road, Bridge, and Municipal Construction, and Amendments (English version) will be used for specifying the work. WSDOT General Special Provisions and project-specific Special Provisions will be included as necessary.
13. Coordination with utility companies will be provided under other tasks. The bridge designers will be provided with a list itemizing the arrangement, sizes, types, locations, mounting requirements, and other utility requirements for present and future utilities to be supported by the bridge.
14. Minor utilities will be supported under the bridge.

## **11. FINAL APPROACH, STORM DRAINAGE, AND UTILITIES DESIGN**

For the mid-channel bridge, this task involves final design and construction documents for:

- Construction access, safety, and temporary detours
- Approach connections and transitions at the bridge ends.
- Stormwater management facilities.
- Ancillary project requirements such as temporary erosion and sedimentation control, and non-bridge demolition.
- Coordination of utilities to be relocated during construction and/or installed on the new bridge.

### **11.1. General Plans**

CONSULTANT will prepare general plans to include a Title Sheet, General Notes and Abbreviations, and a Summary of Quantities.

### ***Task 11.1 Deliverables:***

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- ✦ See Drawing List. Submittals will be made at 60%, 90% and 100% levels of completion.

### **11.2. Site Preparation Plans**

Temporary Erosion and Sedimentation Control plans will be developed to mitigate potential impacts during construction in accordance with the Spokane Regional Stormwater Manual.

Site preparation plans and design will depict non-bridge related demolition and miscellaneous site preparation details.

### ***Task 11.2 Deliverables:***

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- ✦ See Drawing List. Submittals will be made at 60%, 90% and 100% levels of completion.

### **11.3. Drainage and Utility Plans**

Drainage and utility plan sheets depicting proposed storm drain system and proposed utility locations will be prepared.

Collection and conveyance design assumes ability to tie to existing stormwater treatment/disposal facilities. No new treatment/disposal facilities are included in the design.

Separate detail sheets will show non-standard drainage construction details as well as drainage profiles. Drainage design will be performed in accordance with the current (as of execution of this Agreement) Spokane Regional Stormwater Manual.

Utility design includes permanent wet and dry utility infrastructure to be constructed by CITY's bridge replacement contractor in accordance with utility franchise agreements.

CONSULTANT will coordinate the design of the Howard Street mid-channel bridge with utility purveyors with known existing or planned facilities within the project limits, as determined in Task 5.

CONSULTANT will provide utility purveyors with preliminary plans to ensure that existing facilities are accurately represented. Utilities that may require relocation, and planned utilities will be coordinated with the bridge replacement design.

### ***Task 11.3 Deliverables:***

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- ✦ See Drawing List. Submittals will be made at 60%, 90% and 100% levels of completion.

#### **11.4. Bridge Approach Plans**

Plan and profile sheets will be prepared. These plans will include horizontal and vertical alignment information and plan views of paving limits; limits of curbing; cut/fill limits; retaining wall limits; stormwater conveyance facilities; bridge approach railing and other elements of construction.

Typical sections will be prepared for the approaches. Pavement sections as provided by the CITY will be used for the approaches, and no additional pavement design will be required.

Signing and marking plans will be prepared. These plans will delineate the locations of the pavement markings. These plans also will show the locations and sizes of required signing indicating the type and location of individual signs. Signing and striping will be designed in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) and standards adopted by the CITY.

##### ***Task 11.4 Assumptions:***

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- ✦ Bridge approach design will focus on interim connections to existing conditions. Upgraded approaches may be designed by others as part of the CITY's Park Bond implementation projects.

##### ***Task 11.4 Deliverables:***

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- ✦ See Drawing List. Submittals will be made at 60%, 90% and 100% levels of completion.

#### **11.5. Specifications**

THE CONSULTANT will prepare specifications using the 2014 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction and WSDOT Special Provisions. CITY and WSDOT Standard plans and specifications will be identified and assembled for inclusion in the contract documents. Modifications to the standards will be made with amendments and special provisions. It is assumed that construction surveying will be included in the contractor's contracted responsibilities.

##### ***Task 11.5 Deliverables:***

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- ✦ 60% Specifications (Technical provisions and GSP's only)
- ✦ 90% and 100% Specifications (Complete Contract Documents, Including Bid Schedules)



## 11.6. Summary of Quantities and Cost Estimates

Develop quantities for the roadway elements and incorporate into the project bid documents. Develop a cost opinion for the roadway elements of the project at the 60%, 90%, and 100% levels of completion.

### ***Task 11.6 Deliverables:***

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- ✦ 60%, 90% and 100% Construction Cost Estimate

## 11.7. QA/QC Review

Perform Quality Assurance/Quality Control (QA/QC) reviews for milestone submittals at 60%, 90% and 100%. Perform a plans check, and review specifications, quantities, bid schedule, and cost estimates. Document review comments and acceptable resolution in the project file.

### ***Drawing List:***

Anticipated drawings required to detail the general, site preparation, approach, drainage and utility elements of the project are shown below.

Mid-Channel Bridge Plans	
No.	Description
G-1	Title Sheet
G-2	General Notes and Abbreviations
G-3	Summary of Quantities – Mid-Channel Bridge
SP-1	TESC Plan and Details
SP-2	Site Preparation Plan and Details
SP-3	Site Preparation Details
DU-1	Drainage and Utilities Plan and Profile
DU-2	Drainage and Utilities Details
AP-1	Approach Typical Sections and Details
AP-2	Approach Plan and Profile
AP-3	Approach Details
AP-4	Channelization and Signing Plan and Details
12 Sheets	

Deliverables: 60% (not all details will be provided), 90% and 100% (all details will be provided) plans.

## 12. BID PHASE SUPPORT

### 12.1. Contract Documents Preparation

Following CITY approval of bid documents, CONSULTANT will provide sealed electronic (.pdf) contract documents to CITY for distribution to local plan centers.

## **12.2. Response to Bidder Questions and Issue Addenda**

CONSULTANT will answer bidder's questions and issue up to two contract addenda if needed. CONSULTANT will not be required to attend the bid opening (CITY will conduct bid opening).

### ***Task 12 Deliverables:***

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- ✦ Sealed Contract Documents (.pdf)
- ✦ Addenda (up to two)

### **GENERAL SCOPE ASSUMPTIONS:**

1. The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.
2. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, CONSULTANT has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, CONSULTANT makes no warranty that CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from CONSULTANT's opinions, analyses, projections, or estimates.
3. CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
4. CITY will pay for any permitting fees.
5. CONSULTANT assumes no responsibility for any delays in the permitting process due to CITY or AGENCY reviews or actions.

**City of Spokane - Howard St. Mid-Channel Bridge Replacement**  
**Exhibit B-1: Fee Determination Summary**

**CH2M HILL**

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	4		\$ 96.32		\$385.28
Project Manager	350		\$ 62.81		\$21,983.50
Senior QC Engineer	194		\$ 75.59		\$14,664.46
Lead Bridge Engineer	486		\$ 68.08		\$33,086.88
Bridge Structural Engineer	1150		\$ 53.80		\$61,870.00
Bridge Architect	44		\$ 58.72		\$2,583.68
Senior Civil/Transportation/Hydraulic Engineer	328		\$ 56.11		\$18,404.08
Civil/Transportation/Hydraulic Engineer	306		\$ 41.35		\$12,653.10
Lead Geotechnical Engineer	62		\$ 69.03		\$4,279.86
Lead Geologist	122		\$ 47.28		\$5,768.16
Lead Environmental Scientist	294		\$ 62.36		\$18,333.84
Senior Biologist / Scientist / Planner / Historian	140		\$ 51.32		\$7,184.80
Biologist/Archeologist/Historian	294		\$ 34.22		\$10,060.68
Senior CADD Designer/Technician	824		\$ 40.99		\$33,775.76
Junior CADD Designer/Technician	678		\$ 23.28		\$15,783.84
Pubs/Edit/Graphic Tech	128		\$ 45.81		\$5,863.68
Project Accountant / Controls / Procurement	104		\$ 36.95		\$3,842.80
Project Administrative	132		\$ 27.83		\$3,673.56
Health and Safety Lead	10		\$ 58.40		\$584.00
<b>Total Hrs.</b>	<b>5650</b>				<b>\$274,781.96</b>

**Direct Labor Cost** **\$274,781.96**

**Direct Labor Escalation Cost (estimated)**  
2016 (35% Labor) 4.0% **\$3,865.47**

**Total Direct Labor Cost** **\$278,647.43**

**Overhead Cost @** 107.07% of Direct Labor **\$298,347.80**  
**Fixed Fee @** 30.0% of Direct Labor **\$83,594.23**  
**Total Overhead & Fixed Fee Cost** **\$381,942.03**

**Total Direct Labor Cost** **\$660,589.47**

**Reimbursables**

	No.	Each	Cost
Reprographics	34	\$60	\$2,040.00
Mail/Deliveries/etc.	6	\$35	\$210.00
Mileage	0	Mi. @ \$0.56 /Mile	\$0.00
Auto Rental/Fuel	13	days @ \$75 /day	\$975.00
Lodging	13	days @ \$130 /day	\$1,690.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	11	\$375 /Trip	\$4,125.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	8	\$15 /day	\$120.00
Per Diem	12	days @ \$75 /day	\$900.00
Survey Equipment	0	\$140.00	\$0.00
Health & Safety	0	\$1.20	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	1	\$2,400	\$2,400.00
Utility Locating	1	\$800	\$800.00
Coring and Patching	1	\$3,000	\$3,000.00
Project Communications Services	0	\$0	\$0.00
			<b>\$16,260.00</b>

**Subcontracts** **Cost**  
COWI North America, Inc. \$90,272.08  
Drilling Contractor \$53,000.00  
Coffman Engineers, Inc. \$31,884.22

**Subtotal** **\$175,156.30** **\$191,416.30**

**Total (rounded)** **\$852,006**

Task	CH2M HILL Hours	CH2M HILL Labor	Subcontracts	Reimbursables	Overall Total
1.0 Project Management and Coordination	386	\$48,325	\$0	\$190	\$48,515
2.0 Project Communications and Outreach	398	\$51,753	\$0	\$3,400	\$55,153
3.0 Surveying and Mapping (Coffman)	18	\$2,202	\$31,884	\$0	\$34,086
4.0 Geotechnical Investigations and Review	305	\$40,725	\$53,000	\$6,330	\$100,055
5.0 Planning and Coordination	282	\$33,246	\$0	\$120	\$33,366
6.0 Concept Development, Evaluation, and Preliminary Design	444	\$54,941	\$23,417	\$240	\$78,598
7.0 Approaches, Storm Drainage and Utilities	240	\$27,664	\$0	\$0	\$27,664
8.0 Environmental Documentation and Permitting	869	\$97,142	\$0	\$3,695	\$100,837
9.0 River Hydraulics	130	\$12,868	\$0	\$645	\$13,513
10.0 Final Design - Mid-Channel Bridge	2100	\$238,219	\$66,855	\$0	\$305,073
11.0 Final Approach, Storm Drainage and Utilities Design	414	\$46,040	\$0	\$1,340	\$47,380
12.0 Bid Phase Support	64	\$7,465	\$0	\$300	\$7,765
<b>Total</b>	<b>5650</b>	<b>\$660,589</b>	<b>\$175,156</b>	<b>\$16,260</b>	<b>\$852,006</b>

**City of Spokane - Howard St. Mid-Channel Bridge Replacement**

**1.0 Project Management and Coordination**

**CH2M HILL**

<b>Employee or Category</b>	<b>Hrs.</b>	<b>x</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Principal In Charge	2		\$ 96.32		\$192.64
Project Manager	140		\$ 62.81		\$8,793.40
Senior QC Engineer	0		\$ 75.59		\$0.00
Lead Bridge Engineer	40		\$ 68.08		\$2,723.20
Bridge Structural Engineer	0		\$ 53.80		\$0.00
Bridge Architect	0		\$ 58.72		\$0.00
Senior Civil/Transportation/Hydraulic Engineer	24		\$ 56.11		\$1,346.64
Civil/Transportation/Hydraulic Engineer	0		\$ 41.35		\$0.00
Lead Geotechnical Engineer	0		\$ 69.03		\$0.00
Lead Geologist	0		\$ 47.28		\$0.00
Lead Environmental Scientist	28		\$ 62.36		\$1,746.08
Senior Biologist / Scientist / Planner / Historian	0		\$ 51.32		\$0.00
Biologist/Archeologist/Historian	0		\$ 34.22		\$0.00
Senior CADD Designer/Technician	0		\$ 40.99		\$0.00
Junior CADD Designer/Technician	0		\$ 23.28		\$0.00
Pubs/Edit/Graphic Tech	0		\$ 45.81		\$0.00
Project Accountant / Controls / Procurement	104		\$ 36.95		\$3,842.80
Project Administrative	44		\$ 27.83		\$1,224.52
Health and Safety Lead	4		\$ 58.40		\$233.60
<b>Total Hrs.</b>	<b>386</b>				<b>\$20,102.88</b>

**Direct Labor Cost** **\$20,102.88**

**Direct Labor Escalation Cost (estimated)**

2016 (35% Labor) 4.0% **\$281.44**

**Total Direct Labor Cost** **\$20,384.32**

**Overhead Cost @** 107.07% of Direct Labor **\$21,825.49**

**Fixed Fee @** 30.0% of Direct Labor **\$6,115.30**

**Total Overhead & Fixed Fee Cost** **\$27,940.79**

**Total Direct Labor Cost** **\$48,325.11**

**Reimburseables**

	<b>No.</b>	<b>Each</b>	<b>Cost</b>
Reprographics	2	\$60	\$120.00
Mail/Deliveries/etc.	2	\$35	\$70.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$3,000	\$0.00
Project Communications Services	0	\$0	\$0.00

\$190.00

**Subcontracts**

	<b>Cost</b>
COWI North America, Inc.	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	<u>\$0.00</u>

\$0.00

**Subtotal** **\$190.00**

**Total** **\$48,515.11**

**City of Spokane - Howard St. Mid-Channel Bridge Replacement**

**2.0 Project Communications and Outreach**

**CH2M HILL**

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	0		\$ 96.32		\$0.00
Project Manager	84		\$ 62.81		\$5,276.04
Senior QC Engineer	0		\$ 75.59		\$0.00
Lead Bridge Engineer	124		\$ 68.08		\$8,441.92
Bridge Structural Engineer	0		\$ 53.80		\$0.00
Bridge Architect	0		\$ 58.72		\$0.00
Senior Civil/Transportation/Hydraulic Engineer	0		\$ 56.11		\$0.00
Civil/Transportation/Hydraulic Engineer	0		\$ 41.35		\$0.00
Lead Geotechnical Engineer	0		\$ 69.03		\$0.00
Lead Geologist	0		\$ 47.28		\$0.00
Lead Environmental Scientist	22		\$ 62.36		\$1,371.92
Senior Biologist / Scientist / Planner / Historian	0		\$ 51.32		\$0.00
Biologist/Archeologist/Historian	0		\$ 34.22		\$0.00
Senior CADD Designer/Technician	72		\$ 40.99		\$2,951.28
Junior CADD Designer/Technician	34		\$ 23.28		\$791.52
Pubs/Edit/Graphic Tech	54		\$ 45.81		\$2,473.74
Project Accountant / Controls / Procurement	0		\$ 36.95		\$0.00
Project Administrative	8		\$ 27.83		\$222.64
Health and Safety Lead	0		\$ 58.40		\$0.00
<b>Total Hrs.</b>	<b>398</b>				<b>\$21,529.06</b>

**Direct Labor Cost** **\$21,529.06**

**Direct Labor Escalation Cost (estimated)**  
 2016 (35% Labor) 4.0% **\$301.41**

**Total Direct Labor Cost** **\$21,830.47**

**Overhead Cost @** 107.07% of Direct Labor **\$23,373.88**  
**Fixed Fee @** 30.0% of Direct Labor **\$6,549.14**  
**Total Overhead & Fixed Fee Cost** **\$29,923.02**

**Total Direct Labor Cost** **\$51,753.49**

**Reimburseables**

	No.	Each	Cost
Reprographics	12	\$60	\$720.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	4 days @	\$75 /day	\$300.00
Lodging	4 days @	\$130 /day	\$520.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	4	\$375 /Trip	\$1,500.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	4	\$15 /day	\$60.00
Per Diem	4 days @	\$75 /day	\$300.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$3,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			<b>\$3,400.00</b>

**Subcontracts**

	Cost
COWI North America, Inc.	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00
	<b>\$0.00</b>

**Subtotal** **\$3,400.00**

**Total** **\$55,153.49**

**City of Spokane - Howard St. Mid-Channel Bridge Replacement**

**3.0 Surveying and Mapping (Coffman)**

**CH2M HILL**

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	0		\$ 96.32		\$0.00
Project Manager	4		\$ 62.81		\$251.24
Senior QC Engineer	0		\$ 75.59		\$0.00
Lead Bridge Engineer	0		\$ 68.08		\$0.00
Bridge Structural Engineer	0		\$ 53.80		\$0.00
Bridge Architect	0		\$ 58.72		\$0.00
Senior Civil/Transportation/Hydraulic Engineer	6		\$ 56.11		\$336.66
Civil/Transportation/Hydraulic Engineer	0		\$ 41.35		\$0.00
Lead Geotechnical Engineer	0		\$ 69.03		\$0.00
Lead Geologist	0		\$ 47.28		\$0.00
Lead Environmental Scientist	0		\$ 62.36		\$0.00
Senior Biologist / Scientist / Planner / Historian	0		\$ 51.32		\$0.00
Biologist/Archeologist/Historian	0		\$ 34.22		\$0.00
Senior CADD Designer/Technician	8		\$ 40.99		\$327.92
Junior CADD Designer/Technician	0		\$ 23.28		\$0.00
Pubs/Edit/Graphic Tech	0		\$ 45.81		\$0.00
Project Accountant / Controls / Procurement	0		\$ 36.95		\$0.00
Project Administrative	0		\$ 27.83		\$0.00
Health and Safety Lead	0		\$ 58.40		\$0.00
<b>Total Hrs.</b>	<b>18</b>				<b>\$915.82</b>

**Direct Labor Cost** **\$915.82**

**Direct Labor Escalation Cost (estimated)**  
 2016 (35% Labor) 4.0% **\$12.82**

**Total Direct Labor Cost** **\$928.64**

**Overhead Cost @** 107.07% of Direct Labor **\$994.30**  
**Fixed Fee @** 30.0% of Direct Labor **\$278.59**  
**Total Overhead & Fixed Fee Cost** **\$1,272.89**

**Total Direct Labor Cost** **\$2,201.53**

**Reimburseables**

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$3,000	\$0.00
Project Communications Services	0	\$0	\$0.00

**\$0.00**

**Subcontracts**

	Cost
COWI North America, Inc.	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$31,884.22

**\$31,884.22**

**Subtotal** **\$31,884.22**

**Total** **\$34,085.75**

**City of Spokane - Howard St. Mid-Channel Bridge Replacement**

**4.0 Geotechnical Investigations and Review**

**CH2M HILL**

<b>Employee or Category</b>	<b>Hrs.</b>	<b>x</b>	<b>\$</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Principal In Charge	0		\$	96.32		\$0.00
Project Manager	10		\$	62.81		\$628.10
Senior QC Engineer	49		\$	75.59		\$3,703.91
Lead Bridge Engineer	14		\$	68.08		\$953.12
Bridge Structural Engineer	8		\$	53.80		\$430.40
Bridge Architect	0		\$	58.72		\$0.00
Senior Civil/Transportation/Hydraulic Engineer	0		\$	56.11		\$0.00
Civil/Transportation/Hydraulic Engineer	0		\$	41.35		\$0.00
Lead Geotechnical Engineer	54		\$	69.03		\$3,727.62
Lead Geologist	122		\$	47.28		\$5,768.16
Lead Environmental Scientist	0		\$	62.36		\$0.00
Senior Biologist / Scientist / Planner / Historian	0		\$	51.32		\$0.00
Biologist/Archeologist/Historian	0		\$	34.22		\$0.00
Senior CADD Designer/Technician	16		\$	40.99		\$655.84
Junior CADD Designer/Technician	0		\$	23.28		\$0.00
Pubs/Edit/Graphic Tech	0		\$	45.81		\$0.00
Project Accountant / Controls / Procurement	0		\$	36.95		\$0.00
Project Administrative	26		\$	27.83		\$723.58
Health and Safety Lead	6		\$	58.40		\$350.40
<b>Total Hrs.</b>	<b>305</b>					<b>\$16,941.13</b>

**Direct Labor Cost** **\$16,941.13**

**Direct Labor Escalation Cost (estimated)**

2016 (35% Labor) 4.0% **\$237.18**

**Total Direct Labor Cost** **\$17,178.31**

**Overhead Cost @** 107.07% of Direct Labor **\$18,392.81**

**Fixed Fee @** 30.0% of Direct Labor **\$5,153.49**

**Total Overhead & Fixed Fee Cost** **\$23,546.30**

**Total Direct Labor Cost** **\$40,724.61**

**Reimburseables**

	<b>No.</b>	<b>Each</b>	<b>Cost</b>
Reprographics	1	\$60	\$60.00
Mail/Deliveries/etc.	2	\$35	\$70.00
Mileage	0	Mi. @ \$0.56 /Mile	\$0.00
Auto Rental/Fuel	0	days @ \$75 /day	\$0.00
Lodging	0	days @ \$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0	days @ \$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	1	\$2,400	\$2,400.00
Utility Locating	1	\$800	\$800.00
Coring and Patching	1	\$3,000	\$3,000.00
Project Communications Services	0	\$0	\$0.00

\$6,330.00

**Subcontracts**

	<b>Cost</b>
COWI North America, Inc.	\$0.00
Drilling Contractor	\$53,000.00
Coffman Engineers, Inc.	\$0.00

\$53,000.00

**Subtotal** **\$59,330.00**

**Total** **\$100,054.61**



**City of Spokane - Howard St. Mid-Channel Bridge Replacement**

**5.0 Planning and Coordination**

**CH2M HILL**

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	0		\$ 96.32		\$0.00
Project Manager	18		\$ 62.81		\$1,130.58
Senior QC Engineer	14		\$ 75.59		\$1,058.26
Lead Bridge Engineer	8		\$ 68.08		\$544.64
Bridge Structural Engineer	0		\$ 53.80		\$0.00
Bridge Architect	24		\$ 58.72		\$1,409.28
Senior Civil/Transportation/Hydraulic Engineer	68		\$ 56.11		\$3,815.48
Civil/Transportation/Hydraulic Engineer	64		\$ 41.35		\$2,646.40
Lead Geotechnical Engineer	0		\$ 69.03		\$0.00
Lead Geologist	0		\$ 47.28		\$0.00
Lead Environmental Scientist	0		\$ 62.36		\$0.00
Senior Biologist / Scientist / Planner / Historian	8		\$ 51.32		\$410.56
Biologist/Archeologist/Historian	0		\$ 34.22		\$0.00
Senior CADD Designer/Technician	34		\$ 40.99		\$1,393.66
Junior CADD Designer/Technician	20		\$ 23.28		\$465.60
Pubs/Edit/Graphic Tech	16		\$ 45.81		\$732.96
Project Accountant / Controls / Procurement	0		\$ 36.95		\$0.00
Project Administrative	8		\$ 27.83		\$222.64
Health and Safety Lead	0		\$ 58.40		\$0.00
<b>Total Hrs.</b>	<b>282</b>				<b>\$13,830.06</b>

**Direct Labor Cost** **\$13,830.06**

**Direct Labor Escalation Cost (estimated)**  
 2016 (35% Labor) 4.0% **\$193.62**

**Total Direct Labor Cost** **\$14,023.68**

**Overhead Cost @** 107.07% of Direct Labor **\$15,015.16**  
**Fixed Fee @** 30.0% of Direct Labor **\$4,207.10**  
**Total Overhead & Fixed Fee Cost** **\$19,222.26**

**Total Direct Labor Cost** **\$33,245.94**

**Reimburseables**

	No.	Each	Cost
Reprographics	2	\$60	\$120.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$3,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			<b>\$120.00</b>

**Subcontracts**

	Cost
COWI North America, Inc.	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00

**Subtotal**

**\$0.00**  
**\$120.00**

**Total** **\$33,365.94**

**City of Spokane - Howard St. Mid-Channel Bridge Replacement**

**6.0 Concept Development, Evaluation, and Preliminary Design**

**CH2M HILL**

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	2		\$ 96.32		\$192.64
Project Manager	14		\$ 62.81		\$879.34
Senior QC Engineer	32		\$ 75.59		\$2,418.88
Lead Bridge Engineer	76		\$ 68.08		\$5,174.08
Bridge Structural Engineer	94		\$ 53.80		\$5,057.20
Bridge Architect	20		\$ 58.72		\$1,174.40
Senior Civil/Transportation/Hydraulic Engineer	2		\$ 56.11		\$112.22
Civil/Transportation/Hydraulic Engineer	0		\$ 41.35		\$0.00
Lead Geotechnical Engineer	0		\$ 69.03		\$0.00
Lead Geologist	0		\$ 47.28		\$0.00
Lead Environmental Scientist	0		\$ 62.36		\$0.00
Senior Biologist / Scientist / Planner / Historian	0		\$ 51.32		\$0.00
Biologist/Archeologist/Historian	0		\$ 34.22		\$0.00
Senior CADD Designer/Technician	124		\$ 40.99		\$5,082.76
Junior CADD Designer/Technician	40		\$ 23.28		\$931.20
Pubs/Edit/Graphic Tech	40		\$ 45.81		\$1,832.40
Project Accountant / Controls / Procurement	0		\$ 36.95		\$0.00
Project Administrative	0		\$ 27.83		\$0.00
Health and Safety Lead	0		\$ 58.40		\$0.00
<b>Total Hrs.</b>	<b>444</b>				<b>\$22,855.12</b>

**Direct Labor Cost** **\$22,855.12**

**Direct Labor Escalation Cost (estimated)**  
 2016 (35% Labor) 4.0% **\$319.97**

**Total Direct Labor Cost** **\$23,175.09**

**Overhead Cost @** 107.07% of Direct Labor **\$24,813.57**  
**Fixed Fee @** 30.0% of Direct Labor **\$6,952.53**  
**Total Overhead & Fixed Fee Cost** **\$31,766.10**

**Total Direct Labor Cost** **\$54,941.19**

**Reimburseables**

	No.	Each	Cost
Reprographics	4	\$60	\$240.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$3,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			<b>\$240.00</b>

**Subcontracts** **Cost**  
 COWI North America, Inc. \$23,417.28  
 Drilling Contractor \$0.00  
 Coffman Engineers, Inc. \$0.00

**Subtotal** **\$23,417.28**  
**\$23,657.28**

**Total** **\$78,598.47**

**City of Spokane - Howard St. Mid-Channel Bridge Replacement**

**7.0 Approaches, Storm Drainage and Utilities**

**CH2M HILL**

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	0		\$ 96.32		\$0.00
Project Manager	14		\$ 62.81		\$879.34
Senior QC Engineer	0		\$ 75.59		\$0.00
Lead Bridge Engineer	0		\$ 68.08		\$0.00
Bridge Structural Engineer	0		\$ 53.80		\$0.00
Bridge Architect	0		\$ 58.72		\$0.00
Senior Civil/Transportation/Hydraulic Engineer	92		\$ 56.11		\$5,162.12
Civil/Transportation/Hydraulic Engineer	74		\$ 41.35		\$3,059.90
Lead Geotechnical Engineer	0		\$ 69.03		\$0.00
Lead Geologist	0		\$ 47.28		\$0.00
Lead Environmental Scientist	0		\$ 62.36		\$0.00
Senior Biologist / Scientist / Planner / Historian	0		\$ 51.32		\$0.00
Biologist/Archeologist/Historian	0		\$ 34.22		\$0.00
Senior CADD Designer/Technician	56		\$ 40.99		\$2,295.44
Junior CADD Designer/Technician	0		\$ 23.28		\$0.00
Pubs/Edit/Graphic Tech	0		\$ 45.81		\$0.00
Project Accountant / Controls / Procurement	0		\$ 36.95		\$0.00
Project Administrative	4		\$ 27.83		\$111.32
Health and Safety Lead	0		\$ 58.40		\$0.00
<b>Total Hrs.</b>	<b>240</b>			<b>\$</b>	<b>11,508.12</b>

**Direct Labor Cost** **\$11,508.12**

**Direct Labor Escalation Cost (estimated)**  
 2016 (35% Labor) 4.0% **\$161.11**

**Total Direct Labor Cost** **\$11,669.23**

**Overhead Cost @** 107.07% of Direct Labor **\$12,494.25**  
**Fixed Fee @** 30.0% of Direct Labor **\$3,500.77**  
**Total Overhead & Fixed Fee Cost** **\$15,995.02**

**Total Direct Labor Cost** **\$27,664.25**

**Reimburseables**

	No.	Each	Cost
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$3,000	\$0.00
Project Communications Services	0	\$0	\$0.00

**\$0.00**

**Subcontracts**

	Cost
COWI North America, Inc.	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00

**\$0.00**

**Subtotal** **\$0.00**

**Total** **\$27,664.25**

**City of Spokane - Howard St. Mid-Channel Bridge Replacement**

**8.0 Environmental Documentation and Permitting**

**CH2M HILL**

Employee or Category	Hrs.	x	Rate	=	Cost
Principal In Charge	0		\$ 96.32		\$0.00
Project Manager	10		\$ 62.81		\$628.10
Senior QC Engineer	1		\$ 75.59		\$75.59
Lead Bridge Engineer	0		\$ 68.08		\$0.00
Bridge Structural Engineer	0		\$ 53.80		\$0.00
Bridge Architect	0		\$ 58.72		\$0.00
Senior Civil/Transportation/Hydraulic Engineer	0		\$ 56.11		\$0.00
Civil/Transportation/Hydraulic Engineer	0		\$ 41.35		\$0.00
Lead Geotechnical Engineer	8		\$ 69.03		\$552.24
Lead Geologist	0		\$ 47.28		\$0.00
Lead Environmental Scientist	244		\$ 62.36		\$15,215.84
Senior Biologist / Scientist / Planner / Historian	132		\$ 51.32		\$6,774.24
Biologist/Archeologist/Historian	294		\$ 34.22		\$10,060.68
Senior CADD Designer/Technician	140		\$ 40.99		\$5,738.60
Junior CADD Designer/Technician	0		\$ 23.28		\$0.00
Pubs/Edit/Graphic Tech	14		\$ 45.81		\$641.34
Project Accountant / Controls / Procurement	0		\$ 36.95		\$0.00
Project Administrative	26		\$ 27.83		\$723.58
Health and Safety Lead	0		\$ 58.40		\$0.00
<b>Total Hrs.</b>	<b>869</b>				<b>\$40,410.21</b>

**Direct Labor Cost** **\$40,410.21**

**Direct Labor Escalation Cost (estimated)**  
 2016 (35% Labor) 4.0% **\$565.74**

**Total Direct Labor Cost** **\$40,975.95**

**Overhead Cost @** 107.07% of Direct Labor **\$43,872.95**  
**Fixed Fee @** 30.0% of Direct Labor **\$12,292.79**  
**Total Overhead & Fixed Fee Cost** **\$56,165.74**

**Total Direct Labor Cost** **\$97,141.69**

**Reimburseables**

	No.	Each	Cost
Reprographics	8	\$60	\$480.00
Mail/Deliveries/etc.	1	\$35	\$35.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	6 days @	\$75 /day	\$450.00
Lodging	6 days @	\$130 /day	\$780.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	4	\$375 /Trip	\$1,500.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	6 days @	\$75 /day	\$450.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$3,000	\$0.00
Project Communications Services	0	\$0	\$0.00

**\$3,695.00**

**Subcontracts**

	Cost
COWI North America, Inc.	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00

**\$0.00**

**Subtotal** **\$3,695.00**

**Total** **\$100,836.69**

**City of Spokane - Howard St. Mid-Channel Bridge Replacement**

**9.0 River Hydraulics**

**CH2M HILL**

<b>Employee or Category</b>	<b>Hrs.</b>	<b>x</b>	<b>\$</b>	<b>Rate</b>	<b>=</b>	<b>\$</b>	<b>Cost</b>
Principal In Charge	0		\$	96.32	\$		-
Project Manager	2		\$	62.81	\$		125.62
Senior QC Engineer	0		\$	75.59	\$		-
Lead Bridge Engineer	0		\$	68.08	\$		-
Bridge Structural Engineer	0		\$	53.80	\$		-
Bridge Architect	0		\$	58.72	\$		-
Senior Civil/Transportation/Hydraulic Engineer	8		\$	56.11	\$		448.88
Civil/Transportation/Hydraulic Engineer	96		\$	41.35	\$		3,969.60
Lead Geotechnical Engineer	0		\$	69.03	\$		-
Lead Geologist	0		\$	47.28	\$		-
Lead Environmental Scientist	0		\$	62.36	\$		-
Senior Biologist / Scientist / Planner / Historian	0		\$	51.32	\$		-
Biologist/Archeologist/Historian	0		\$	34.22	\$		-
Senior CADD Designer/Technician	8		\$	40.99	\$		327.92
Junior CADD Designer/Technician	8		\$	23.28	\$		186.24
Pubs/Edit/Graphic Tech	4		\$	45.81	\$		183.24
Project Accountant / Controls / Procurement	0		\$	36.95	\$		-
Project Administrative	4		\$	27.83	\$		111.32
Health and Safety Lead	0		\$	58.40	\$		-
<b>Total Hrs.</b>	<b>130</b>				<b>\$</b>		<b>5,352.82</b>

**Direct Labor Cost** **\$ 5,352.82**

**Direct Labor Escalation Cost (estimated)**  
 2016 (35% Labor) 4.0% **\$74.94**

**Total Direct Labor Cost** **\$5,427.76**

**Overhead Cost @** 107.07% of Direct Labor **\$5,811.50**  
**Fixed Fee @** 30.0% of Direct Labor **\$1,628.33**  
**Total Overhead & Fixed Fee Cost** **\$7,439.83**

**Total Direct Labor Cost** **\$ 12,867.59**

**Reimburseables**

	<b>No.</b>	<b>Each</b>	<b>Cost</b>
Reprographics		\$60	\$0.00
Mail/Deliveries/etc.	1	\$35	\$35.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	1 days @	\$75 /day	\$75.00
Lodging	1 days @	\$130 /day	\$130.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	1	\$375 /Trip	\$375.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	2	\$15 /day	\$30.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$3,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			<b>\$645.00</b>

**Subcontracts**

	<b>Cost</b>
COWI North America, Inc.	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00
	<b>\$0.00</b>

**Subtotal** **\$645.00**

**Total** **\$13,512.59**

**City of Spokane - Howard St. Mid-Channel Bridge Replacement**

**10.0 Final Design - Mid-Channel Bridge**

**CH2M HILL**

<b>Employee or Category</b>	<b>Hrs.</b>	<b>x</b>	<b>\$</b>	<b>Rate</b>	<b>=</b>	<b>\$</b>	<b>Cost</b>
Principal In Charge	0		\$	96.32	\$		-
Project Manager	0		\$	62.81	\$		-
Senior QC Engineer	80		\$	75.59	\$		6,047.20
Lead Bridge Engineer	220		\$	68.08	\$		14,977.60
Bridge Structural Engineer	1040		\$	53.80	\$		55,952.00
Bridge Architect	0		\$	58.72	\$		-
Senior Civil/Transportation/Hydraulic Engineer	0		\$	56.11	\$		-
Civil/Transportation/Hydraulic Engineer	0		\$	41.35	\$		-
Lead Geotechnical Engineer	0		\$	69.03	\$		-
Lead Geologist	0		\$	47.28	\$		-
Lead Environmental Scientist	0		\$	62.36	\$		-
Senior Biologist / Scientist / Planner / Historian	0		\$	51.32	\$		-
Biologist/Archeologist/Historian	0		\$	34.22	\$		-
Senior CADD Designer/Technician	250		\$	40.99	\$		10,247.50
Junior CADD Designer/Technician	510		\$	23.28	\$		11,872.80
Pubs/Edit/Graphic Tech	0		\$	45.81	\$		-
Project Accountant / Controls / Procurement	0		\$	36.95	\$		-
Project Administrative	0		\$	27.83	\$		-
Health and Safety Lead	0		\$	58.40	\$		-
<b>Total Hrs.</b>	<b>2100</b>				<b>\$</b>		<b>99,097.10</b>

**Direct Labor Cost** **\$ 99,097.10**

**Direct Labor Escalation Cost (estimated)**  
 2016 (35% Labor) 4.0% **\$1,387.36**

**Total Direct Labor Cost** **\$100,484.46**

**Overhead Cost @** 107.07% of Direct Labor **\$107,588.71**

**Fixed Fee @** 30.0% of Direct Labor **\$30,145.34**

**Total Overhead & Fixed Fee Cost** **\$137,734.05**

**Total Direct Labor Cost** **\$ 238,218.51**

**Reimburseables**

	<b>No.</b>	<b>Each</b>	<b>Cost</b>
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$3,000	\$0.00
Project Communications Services	0	\$0	\$0.00

\$0.00

**Subcontracts**

	<b>Cost</b>
COWI North America, Inc.	\$66,854.80
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00

\$66,854.80

**Subtotal** **\$66,854.80**

**Total** **\$305,073.31**

**City of Spokane - Howard St. Mid-Channel Bridge Replacement**

**11.0 Final Approach, Storm Drainage and Utilities Design**

**CH2M HILL**

<b>Employee or Category</b>	<b>Hrs.</b>	<b>x</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Principal In Charge	0		\$ 96.32	\$	-
Project Manager	38		\$ 62.81	\$	2,386.78
Senior QC Engineer	18		\$ 75.59	\$	1,360.62
Lead Bridge Engineer	0		\$ 68.08	\$	-
Bridge Structural Engineer	0		\$ 53.80	\$	-
Bridge Architect	0		\$ 58.72	\$	-
Senior Civil/Transportation/Hydraulic Engineer	124		\$ 56.11	\$	6,957.64
Civil/Transportation/Hydraulic Engineer	68		\$ 41.35	\$	2,811.80
Lead Geotechnical Engineer	0		\$ 69.03	\$	-
Lead Geologist	0		\$ 47.28	\$	-
Lead Environmental Scientist	0		\$ 62.36	\$	-
Senior Biologist / Scientist / Planner / Historian	0		\$ 51.32	\$	-
Biologist/Archeologist/Historian	0		\$ 34.22	\$	-
Senior CADD Designer/Technician	100		\$ 40.99	\$	4,099.00
Junior CADD Designer/Technician	66		\$ 23.28	\$	1,536.48
Pubs/Edit/Graphic Tech	0		\$ 45.81	\$	-
Project Accountant / Controls / Procurement	0		\$ 36.95	\$	-
Project Administrative	0		\$ 27.83	\$	-
Health and Safety Lead	0		\$ 58.40	\$	-
<b>Total Hrs.</b>	<b>414</b>			<b>\$</b>	<b>19,152.32</b>

**Direct Labor Cost** **\$ 19,152.32**

**Direct Labor Escalation Cost (estimated)**  
 2016 (35% Labor) 4.0% **\$268.13**

**Total Direct Labor Cost** **\$19,420.45**

**Overhead Cost @** 107.07% of Direct Labor **\$20,793.48**

**Fixed Fee @** 30.0% of Direct Labor **\$5,826.14**

**Total Overhead & Fixed Fee Cost** **\$26,619.61**

**Total Direct Labor Cost** **\$ 46,040.07**

**Reimburseables**

	<b>No.</b>	<b>Each</b>	<b>Cost</b>
Reprographics	0	\$60	\$0.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	2 days @	\$75 /day	\$150.00
Lodging	2 days @	\$130 /day	\$260.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	2	\$375 /Trip	\$750.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	2	\$15 /day	\$30.00
Per Diem	2 days @	\$75 /day	\$150.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$3,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			<b>\$1,340.00</b>

**Subcontracts**

	<b>Cost</b>
COWI North America, Inc.	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00

**Subtotal**

**\$0.00**

**\$1,340.00**

**Total**

**\$47,380.07**

**City of Spokane - Howard St. Mid-Channel Bridge Replacement**

**12.0 Bid Phase Support**

**CH2M HILL**

<b>Employee or Category</b>	<b>Hrs.</b>	<b>x</b>	<b>Rate</b>	<b>=</b>	<b>Cost</b>
Principal In Charge	0		\$ 96.32	\$	-
Project Manager	16		\$ 62.81	\$	1,004.96
Senior QC Engineer	0		\$ 75.59	\$	-
Lead Bridge Engineer	4		\$ 68.08	\$	272.32
Bridge Structural Engineer	8		\$ 53.80	\$	430.40
Bridge Architect	0		\$ 58.72	\$	-
Senior Civil/Transportation/Hydraulic Engineer	4		\$ 56.11	\$	224.44
Civil/Transportation/Hydraulic Engineer	4		\$ 41.35	\$	165.40
Lead Geotechnical Engineer	0		\$ 69.03	\$	-
Lead Geologist	0		\$ 47.28	\$	-
Lead Environmental Scientist	0		\$ 62.36	\$	-
Senior Biologist / Scientist / Planner / Historian	0		\$ 51.32	\$	-
Biologist/Archeologist/Historian	0		\$ 34.22	\$	-
Senior CADD Designer/Technician	16		\$ 40.99	\$	655.84
Junior CADD Designer/Technician	0		\$ 23.28	\$	-
Pubs/Edit/Graphic Tech	0		\$ 45.81	\$	-
Project Accountant / Controls / Procurement	0		\$ 36.95	\$	-
Project Administrative	12		\$ 27.83	\$	333.96
Health and Safety Lead	0		\$ 58.40	\$	-
<b>Total Hrs.</b>	<b>64</b>			<b>\$</b>	<b>3,087.32</b>

**Direct Labor Cost** **\$ 3,087.32**

**Direct Labor Escalation Cost (estimated)**  
 2016 (35% Labor) 4.0% **\$61.75**

**Total Direct Labor Cost** **\$3,149.07**

**Overhead Cost @** 107.07% of Direct Labor **\$3,371.71**

**Fixed Fee @** 30.0% of Direct Labor **\$944.72**

**Total Overhead & Fixed Fee Cost** **\$4,316.43**

**Total Direct Labor Cost** **\$ 7,465.49**

**Reimburseables**

	<b>No.</b>	<b>Each</b>	<b>Cost</b>
Reprographics	5	\$60	\$300.00
Mail/Deliveries/etc.	0	\$35	\$0.00
Mileage	0 Mi. @	\$0.56 /Mile	\$0.00
Auto Rental/Fuel	0 days @	\$75 /day	\$0.00
Lodging	0 days @	\$130 /day	\$0.00
Aerial Photographs	0	\$20	\$0.00
Transport (airfare, train, etc)	0	\$375 /Trip	\$0.00
Equipment Rentals, EDM, GPS	0	\$425	\$0.00
Parking	0	\$15 /day	\$0.00
Per Diem	0 days @	\$75 /day	\$0.00
Survey Equipment	0	\$140	\$0.00
Health & Safety	0	\$1	\$0.00
UBIV Rental	0	\$2,000 /day	\$0.00
Traffic Control	0	\$1,270 /day	\$0.00
Materials Testing	0	\$2,400	\$0.00
Utility Locating	0	\$800	\$0.00
Coring and Patching	0	\$3,000	\$0.00
Project Communications Services	0	\$0	\$0.00
			<b>\$300.00</b>

**Subcontracts**

	<b>Cost</b>
COWI North America, Inc.	\$0.00
Drilling Contractor	\$0.00
Coffman Engineers, Inc.	\$0.00
	<b>\$0.00</b>

**Subtotal** **\$300.00**

**Total** **\$7,765.49**





**Agenda Sheet for City Council Meeting of:**  
07/27/2015

<b>Date Rec'd</b>	6/24/2015
<b>Clerk's File #</b>	OPR 2013-0560
<b>Renews #</b>	

<b>Submitting Dept</b>	WASTEWATER MANAGEMENT	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DALE ARNOLD 625-7900	<b>Project #</b>	
<b>Contact E-Mail</b>	DARNOLD@SPOKANECITY.ORG	<b>Bid #</b>	3954-13
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	VALUE BLANKET
<b>Agenda Item Name</b>	4320 CONTRACT RENEWAL SODIUM BISULFITE FOR RPWRF		

**Agenda Wording**

Contract Renewal with Two Rivers Terminal to purchase Sodium Bisulfite for the Riverside Park Water Reclamation Facility at a cost of \$183,703.00 tax included.

**Summary (Background)**

RPWRF injects sodium bisulfite to neutralize the toxic chlorine used for disinfection to avoid harming aquatic life in the Spokane River. In 2013, a two year contract was awarded to Two Rivers Terminal, as low bidder among three respondents. The current contract expires August 14, 2015 and it provides for three additional one year renewal options. Two Rivers Terminal will supply approximately 130,000 gallons during the year contract, with no price increase

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Expense	\$ 183,703.00	#	4320-43210-35148-53203
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	ARNOLD, DALE	<b>Study Session</b>	
<b>Division Director</b>	ROMERO, RICK	<b>Other</b>	PW 7/13/15
<b>Finance</b>	DAVIS, LEONARD	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	kbustos@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	Tax & Licenses	
<b>Additional Approvals</b>		hbarnhart@spokanecity.org	
<b>Purchasing</b>	WAHL, CONNIE	traviso@tworiversterminal.com	
		mlesesne@spokanecity.org	
		sjohnson@spokanecity.org	
		cwahl@spokanecity.org	



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

at a cost of \$1.30 per gallon for an estimated annual cost of \$183,703.00 including tax. The renewal will begin August 15, 2015 and will terminate August 14, 2016, with two one-one year renewal options remaining.

**Fiscal Impact**

Select      \$

**Budget Account**

#

Select      \$

#

**Distribution List**


PURCHASE AGREEMENT EXTENSION

THIS AGREEMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and TWO RIVERS TERMINAL, LLC, a merchant whose address is 3300-C North Glade Road, Pasco, Washington 99301 (*Remittance address: P.O. Box 2327, Pasco, Washington 99302*), as "Vendor".

WHEREAS, the parties entered into an Agreement wherein the Vendor agreed to sell to the City SODIUM BISULFITE SOLUTION, FORTY PERCENT (40%); and

WHEREAS, the original Agreement allows up to three (3) additional one (1) year terms; and

WHEREAS, the parties would like to extend the Agreement -- Now, Therefore,

The parties agree as follows:

1. CONTRACT DOCUMENTS. The Agreement dated October 9, 2013 and October 13, 2013, 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. EXTENSION. The contract documents are hereby extended and shall run through August 14, 2016.
3. COMPENSATION. The City shall pay one and 30/100 dollars (\$1.30) per gallon for approximately one hundred thirty thousand (130,000) gallons annually for a maximum of ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED THREE AND NO/100 DOLLARS (\$183,703.00), including tax, for everything furnished and done under this Purchase Agreement Extension.

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

CITY OF SPOKANE

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

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

Attest:

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

Approved as to form:

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

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

TWO RIVERS TERMINAL, LLC

E-Mail address, if available:

travis@tworiverterminal.com

By: 

Title: Sales Manager

15-165

**BRIEFING PAPER**  
**Utilities Division**  
**Wastewater Management Department**  
**July 13, 2015**

---

**Subject**

Contract Renewal with Two Rivers Terminal to purchase Sodium Bisulfite for the Riverside Park Water Reclamation Facility at a cost of \$183,703, tax included.

**Background**

RPWRF injects sodium bisulfite to neutralize the toxic chlorine used for disinfection to avoid harming aquatic life in the Spokane River. In 2013, a two year contract was awarded to Two Rivers Terminal, as low bidder among three respondents. The current contract expires August 14, 2015 and it provides for three additional one year renewal options.

Two Rivers Terminal will supply approximately 130,000 gallons during the year contract, with no price increase, at a cost of \$1.30 per gallon for an estimated cost of \$183,703, including tax. The renewal will begin August 15, 2015 and will terminate August 14, 2016, with two one-year renewal options remaining.

**Impact**

Sodium Bisulfite replaced gaseous Sulfur Dioxide in 2006, and is a much safer method to use for dechlorinating effluent from the water reclamation facility.

**Action**

Recommend approval

**Funding**

Funding for this purchase is provided in the Wastewater Management budget.

---


**From:** Travis Owens [<mailto:traviso@tworiversterminal.com>]  
**Sent:** Monday, May 11, 2015 3:36 PM  
**To:** Johnson, Samantha  
**Cc:** Jeff Campbell  
**Subject:** FW: Sodium Bisulfite Contract Extension for City of Spokane - RPWRF

Samantha, good afternoon.

I'm the manager for this contract with the City of Spokane. Yes, we wish to retain this business. We agree to extend the contract and maintain current pricing of \$1.30 per gallon.

Thank you.

Travis

**J. Travis Owens, Sr.**  
Regional Key Account Manager  
Pacific Northwest & Canada  
Direct: (509) 412-9000  
**Linked** 



*Two Rivers Terminal - Your "Sustainable Solutions" Company!*  
*Pricing and Tons subject to confirmation.*  
[www.tworiversterminal.com](http://www.tworiversterminal.com)



**Agenda Sheet for City Council Meeting of:**  
07/27/2015

<b><u>Date Rec'd</u></b>	7/14/2015
<b><u>Clerk's File #</u></b>	CPR 1981-0295
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	MAYOR
<b><u>Contact Name/Phone</u></b>	KATIE ROSS 625.6716
<b><u>Contact E-Mail</u></b>	KROSS@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Boards and Commissions Appointments
<b><u>Agenda Item Name</u></b>	0520 APPOINTMENT OF GREG FRANCIS AS CA LIAISON TO PLAN COMMISSION

**Agenda Wording**

Appointment of Greg Francis as the Community Assembly Liaison to the Plan Commission.

**Summary (Background)**

Appointment of Greg Francis as the Community Assembly Liaison to the Plan Commission.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	SANDERS, THERESA	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>		bcote@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	LMeuler@SpokaneCity.org	
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			

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

07/27/2015

Date Rec'd

7/15/2015

Clerk's File #

RES 2015-0073

Renews #Submitting Dept

COMMUNITY, HOUSING &amp; HUMAN

Cross Ref #Contact Name/Phone

JENNIFER 625-6091

Project #Contact E-Mail

JSTAPLETON@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

1680 HUMAN SERVICES GRANT FUNDS/STATE AND FEDERAL GRANT

Agenda Wording

The CHHS Department is scheduled to release its 2016 grant RFPs in July - August, 2016 for the HSG, CDBG, HOME and ESG Grant Programs. The HSG funding priorities and 2016 Action Plan goals will be incorporated into the funding notice.

Summary (Background)

The Human Services Grant Program provides grants to agencies meeting the service needs of low income individuals and households and the 2016 Program priorities recommended at the Community Health and Environment Committee meeting on June 29, 2015 include homeless shelters, food banks, health care, neighborhood-based services, domestic violence shelter programs and other programs that address emergency needs. At its July 1, 2015 board meeting, the CHHS Board adopted the 2016 Action Plan Goals and funding priorities for the 2016 Coordinated Grant Application for CDBG, HOME and ESG Grant Programs. These goals and priorities were included in the presentation at the Community Health and Environment Committee on June 29, 2015.

Fiscal ImpactBudget Account

Select \$

#

Select \$

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Select \$

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Select \$

#

ApprovalsCouncil NotificationsDept Head

STAPLETON, JENNIFER

Study Session

Community Health and

Division Director

MALLAHAN, JONATHAN

OtherFinance

DAVIS, LEONARD

Distribution ListLegal

WHALEY, HUNT

rcrow

For the Mayor

SANDERS, THERESA

cbrown

Additional ApprovalsPurchasing



## RESOLUTION

A resolution establishing the City Council's human services funding priorities for the 2016 Human Services Grant program and recognizing the 2016 Action Plan goals for Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) programs.

WHEREAS, on June 19, 2006 the City Council passed Resolution 2006-0070 calling for the City Council to annually establish its priorities of areas of human services to be funded from the City's Human Services grant funds; and

WHEREAS, the Human Services Grant Program provides grants to agencies meeting the service needs of low income individuals and households and the 2016 Program priorities recommended at the Community Health and Environment Committee meeting on June 29, 2015 include homeless shelters, food banks, health care, neighborhood-based services, domestic violence shelter programs and other programs that address emergency needs; and

WHEREAS, on September 10, 2012, the City Council created the Community, Housing and Human Services Board, assigning the duties and responsibilities of developing funding goals and priorities for the Community Development Block Grant (CDBG), HOME and Emergency Solution Grant (ESG) entitlement grant programs and bringing forth goal and priority recommendations to the City Council; and

WHEREAS, at its July 1, 2015 board meeting, the Community, Housing and Human Services (CHHS) Board adopted the following 2016 Action Plan Goals and funding priorities for the 2016 Coordinated Grant Application for Community Development Block Grant (CDBG), HOME and Emergency Solution Grant (ESG) programs and is proposing the following goals and priorities for funds awarded through these sources in the 2016 funding cycle:

**GOAL: Preserve and expand quality, safe, affordable housing choices**

- Improve quality of existing housing stock
- Preserve and increase housing stock
- Ensure housing stability
- Prioritize workforce housing development to reduce transportation barriers and costs
- Expand housing choice and access to opportunities such as education, employment and services

**GOAL: Improve quality of life for extremely low to moderate income residents**

- Invest in effective support services
- Maintain the social safety net
- Reduce barriers to employment

**GOAL: Prevent and reduce homelessness**

- Transform homeless services to crisis response systems leading to improved health and safety
- Invest in support services for the most vulnerable in affordable housing
- Advance health and housing stability for at-risk populations.

**GOAL: Support vibrant neighborhoods**

- Invest in infrastructure
- Promote public safety
- Expand capacity of neighborhoods to attract businesses
- Support infrastructure and services that enhance the health and quality of life in our neighborhoods
- Address spot blight

**GOAL: Expand economic opportunities**

- Support effective pathways toward self-sufficiency and living wage jobs
- Support microenterprise
- Invest in infrastructure to attract business and housing development
- Invest in creative initiatives to attract or grow businesses

Preference will be given to projects located in the Target Investment Pilot (TIP) area that support the above goals and priorities. This preference will apply only for applications that meet minimum eligibility and risk assessment requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPOKANE that the City Council adopts the priorities of homeless shelters, food banks, health care, neighborhood-based services, domestic violence shelter programs and other programs that address emergency needs for the 2016 Human Services Grant Program and further adopts the goals and priorities recommended by the CHHS Board for the 2016 CDBG, HOME and ESG funding allocations.

Adopted by the City Council \_\_\_\_\_

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

Approved as to form:

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

**BRIEFING PAPER**  
**Community, Housing & Human Services Department**  
**2016 Coordinated Grant Application Funding Priorities**  
**July 15, 2015**

**Subject**

The CHHS Department is scheduled to release 3 separate RFP's in July and August:

2016 Coordinated Grant RFP (July 2015)

- Community Development Block Grant (CDBG)
- Human Services Grant (HSG) for Non-Homeless Services

2016 Multi-Family Housing RFP (July 2015)

- HOME Investment Partnership (HOME)

2016 Coordinated Homeless RFP (August 2015)

- Consolidated Homeless Grant and Housing & Essential Needs Program
- Homelessness Housing & Assistance Act (HHAA/2163)
- Emergency Solutions Grant (ESG)
- Human Service Grant (HSG) related to Homeless Services

**Background**

Prior year priorities of the Human Services Grant (HSG) Program were discussed at the Community Health and Environment Committee meeting on June 29, 2015, and it was determined to recommend retaining prior year funding priorities for the HSG program, with the addition of a new priority for domestic violence shelter programs. HSG grants support agencies and programs meeting the service needs of low income individuals and households within the City of Spokane and 2016 program priorities recommended include homeless shelters, food banks, health care, neighborhood-based services, domestic violence shelter programs and other programs that address emergency needs.

The CHHS Board met on July 1, 2015 to finalize and approve funding goals and priorities for the CDBG, HOME and ESG programs as set forth below:

**GOAL: Preserve and expand quality, safe, affordable housing choices**

- Improve quality of existing housing stock
- Preserve and increase housing stock
- Ensure housing stability
- Prioritize workforce housing development to reduce transportation barriers and costs
- Expand housing choice and access to opportunities such as education, employment and services

**GOAL: Improve quality of life for extremely low to moderate income residents**

- Invest in effective support services
- Maintain the social safety net
- Reduce barriers to employment

**GOAL: Prevent and reduce homelessness**

- Transform homeless services to crisis response systems leading to improved health and safety

- Invest in support services for the most vulnerable in affordable housing
- Advance health and housing stability for at-risk populations.

**GOAL: Support vibrant neighborhoods**

- Invest in infrastructure
- Promote public safety
- Expand capacity of neighborhoods to attract businesses
- Support infrastructure and services that enhance the health and quality of life in our neighborhoods
- Address spot blight

**GOAL: Expand economic opportunities**

- Support effective pathways toward self-sufficiency and living wage jobs
- Support microenterprise
- Invest in infrastructure to attract business and housing development
- Invest in creative initiatives to attract or grow businesses

**Impact**

Funding priorities adopted by City Council and the CHHS Board will set the evaluation criteria for all applicants seeking funding under these programs in 2016.

**Action**

Approval of the 2016 funding goals and priorities as identified at the Community Health and Environment Committee and the CHHS Board.

\$



**Agenda Sheet for City Council Meeting of:**  
07/27/2015

<b>Date Rec'd</b>	7/14/2015
<b>Clerk's File #</b>	RES 2015-0074
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PLANNING & DEVELOPMENT
<b>Contact Name/Phone</b>	GLEN SWANTAK 484-266-0648
<b>Contact E-Mail</b>	GSWANTAK@MERJEDESIGN.COM
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0650 - RESOLUTION - SPOKANE REGIONAL WAYFINDING & SIGNAGE PLAN

**Agenda Wording**

A RESOLUTION recognizing the attached Spokane Regional Wayfinding and Signage System Master Plan as a guide for implementation of a motorist and pedestrian information sign program and directing the Spokane Plan Commission to evaluate the feasibility

**Summary (Background)**

This project is being facilitated by Spokane County, the Downtown Spokane Partnership and Visit Spokane. MERJE is the lead consultant, with Stantec (USKH) as the local consultant. The plan will establish the policies, design criteria, graphic standards and site location plans for a multi-modal and multi-destination regional wayfinding system in Spokane County, The City of Spokane, City of Spokane Valley, City of Liberty Lake, and West Plains. Agencies involved with the planning process include

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MEULER, LOUIS	<b>Study Session</b>	
<b>Division Director</b>	SIMMONS, SCOTT M.	<b>Other</b>	PCED 3/16/15 & 7/20/15
<b>Finance</b>	DAVIS, LEONARD	<b>Distribution List</b>	
<b>Legal</b>	RICHMAN, JAMES	lhattenburg@spokanecity.org	
<b>For the Mayor</b>	SANDERS, THERESA	gswantak@merjedesign.com	
<b>Additional Approvals</b>		jneff@spokanecity.org	
<b>Purchasing</b>			



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

of implementing some or all of the sign program in the City of Spokane.

**Summary (Background)**

Washington Department of Transportation (WSDOT) and the Spokane Regional Transportation Council (SRTC).

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## RESOLUTION NO 2015-0074

A RESOLUTION recognizing the attached *Spokane Regional Wayfinding and Signage System Master Plan* as a guide for implementation of a motorist and pedestrian information sign program and directing the Spokane Plan Commission to evaluate the feasibility of implementing some or all of the sign program in the City of Spokane.

**WHEREAS**, development of the proposed Spokane Regional Wayfinding and Signage System Master Plan (the “Wayfinding Sign Plan”) has been facilitated by Spokane County, the Downtown Spokane Partnership, and Visit Spokane, with assistance from MERJE and Stantec (USKH) who were hired as consultants; and

**WHEREAS**, the Wayfinding Sign Plan includes welcome signage and wayfinding to visitor attractions in Spokane County, the cities of Spokane, Spokane Valley, Liberty Lake, and the West Plains; and

**WHEREAS**, the Wayfinding Sign Plan proposes policies, design criteria, graphic standards and site location plans for a multi-modal and multi-destination regional wayfinding system; and

**WHEREAS**, stakeholders in the planning process include the Washington Department of Transportation (WSDOT), the Spokane Regional Transportation Council (SRTC), State and local parks departments, Spokane Transit Authority, the Spokane Public Facilities District, public and private universities, hospitals, and Spokane Arts; and

**WHEREAS**, the planning process commenced in May 2014 and has included stakeholder interviews, meetings, and tours; and

**WHEREAS**, a gateway, signage and wayfinding program is called for in Fast Forward Spokane Downtown Plan Update, 2008; and

**WHEREAS**, by supporting this resolution, the City Council is not amending the City of Spokane’s current policies and regulations regarding signs; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL** that the *Spokane Regional Wayfinding and Signing Project* is recognized as a guide for implementation of a motorist and pedestrian wayfinding sign program in the City of Spokane. The City Council requests the administration’s cooperation in evaluating the feasibility of implementing the sign program, and directs the City of Spokane Plan Commission to cooperate with staff by conducting workshops and/or public hearings on proposals for implementation of some or all of the wayfinding sign program.

ADOPTED by the City Council this\_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

City Clerk

Approved as to form:

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Assistant City Attorney



For additional background materials for Resolution 2015-0074, please refer to the following link:

<https://static.spokanecity.org/documents/city-council/interest-items/2015/07/res-2015-0074-regional-wayfinding-and-signage-plan.pdf>

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

07/27/2015

<u>Date Rec'd</u>	7/15/2015
<u>Clerk's File #</u>	RES 2015-0075
<u>Renews #</u>	

<u>Submitting Dept</u>	HUMAN RESOURCES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	HEATHER LOWE 625-6233	<u>Project #</u>	
<u>Contact E-Mail</u>	HLOWE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Resolutions	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0620 RESOLUTION CONFIRMING SCOTT SIMMONS BUS. & DEV SVCS.		

Agenda Wording

Resolution approving the appointment of Scott Simmons as the Division Director of Business and Developer Services.

Summary (Background)

Resolution approving the appointment of Scott Simmons as the Division Director of Business and Developer Services.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
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<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	LOWE, HEATHER	<u>Study Session</u>	
<u>Division Director</u>	LOWE, HEATHER	<u>Other</u>	
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

## RESOLUTION 2015-0075

A Resolution approving the appointment of Scott Simmons as the Director of the Business and Developer Services Department for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 5.2.6 of the City Council Rules of Procedure states that approval of appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor David Condon has appointed Mr. Simmons as Director of the Business and Developer Services Department for the City of Spokane --

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Scott Simmons as the Director of the Business and Developer Services Department.

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_, 2015

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

Approved as to form:

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



**Agenda Sheet for City Council Meeting of:**  
07/27/2015

<b>Date Rec'd</b>	7/15/2015
<b>Clerk's File #</b>	RES 2015-0076
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	KAREN 625-6269
<b>Contact E-Mail</b>	AMCDANIEL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 RESOLUTION SUPPORTING THE LIFE AND WORK OF DR. ELSON S. FLOYD

**Agenda Wording**

honoring the life, work, and legacy of the late Dr. Elson S. Floyd, President of Washington State University.

**Summary (Background)**

This resolution honors and remembers the life and legacy of Dr. Elson S. Floyd, Washington State University president.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$	#	
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<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MCDANIEL, ADAM	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	
<b>Finance</b>	DAVIS, LEONARD	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT		
<b>For the Mayor</b>	SANDERS, THERESA		
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## RESOLUTION NO. 2015-0076

A Resolution honoring the life, work, and legacy of the late Dr. Elson S. Floyd, President of Washington State University.

WHEREAS, Dr. Elson S. Floyd became the 10th president of Washington State University in 2007, after 29 years in higher education and presidencies at other universities; and

WHEREAS, President Floyd's life was infused, from a young age by his hardworking parents, particularly his mother, with the belief that education is the key to a better life; and

WHEREAS, President Floyd therefore earned a scholarship at the University of North Carolina, Chapel Hill, ultimately earning a bachelor of arts degree in political science, a master of education degree in adult education, and a doctorate in higher and adult education there, before embarking on a career that included leadership posts at the University of North Carolina, Chapel Hill; Eastern Washington University; and the Washington State Higher Education Coordinating Board; as well as presidencies at Western Michigan University and the four-campus University of Missouri system; and

WHEREAS, President Floyd and his wife, Carmento, finally came back "home" to Washington eight years ago for what he called "the best job in the country"—that of leading Washington State University; and

WHEREAS, As an administrator, President Floyd expertly steered Washington State University through some of the most difficult financial times ever faced by the university, and simultaneously strengthened its academic programs, enhanced its reputation, and raised the university to ever greater standards of excellence; and

WHEREAS, President Floyd worked to eliminate boundaries to higher education, particularly for students of color, in part by doubling minority enrollment at Washington State University during his tenure; and

WHEREAS, Among President Floyd's many lasting legacies to Washington State University are the increase in research funding by an astounding 57.5 percent and the overall increase in university enrollment to record highs during his presidency; and

WHEREAS, In what would prove to be his final accomplishment, President Floyd worked with unwavering determination in Olympia to expand medical education in Washington by successfully amending a century-old law to clear the way for the establishment of a medical school at Washington State University, Spokane; and

WHEREAS, President Floyd undertook this historic initiative out of the belief that his adopted state would be a better place if more students could attend medical school in

Washington and have opportunities to learn and practice east of the Cascades, a particular benefit to smaller communities in eastern Washington where medical professionals are scarce; and

WHEREAS, President Floyd served his beloved state and university unfailingly and tirelessly until his life was taken from him unexpectedly on June 20, 2015; and

WHEREAS, Even more importantly, President Floyd's devotion to his cherished wife Carmento, his children, his parents, and his brothers will serve as his lasting personal legacy; and

WHEREAS, All who knew President Floyd knew him to be a genuine and kind man of strong faith who spoke his mind and treated those around him with great respect and care, regardless of whether they were university staff, elected officials, influential business leaders, or students – among whom he was particularly beloved; and

WHEREAS, President Floyd always supported to the utmost Washington State University, its faculty, staff, alumni, leadership, friends, and particularly its students, in its academic, community leadership, and athletic life, and meant it when he said, "Go Cougs!"

NOW, THEREFORE, BE IT RESOLVED, That the City of Spokane honors and remembers the life and legacy of Dr. Elson S. Floyd, Washington State University president and dedicated public servant and leader, who will be missed by his family, friends, students, and colleagues more than words in his honor could ever convey; and

BE IT FURTHER RESOLVED, That copies of this resolution be immediately transmitted by the City Clerk to President Floyd's wife, Carmento Floyd; his children, Jessica and Kenneth; his mother, Dorothy; and the Washington State University Board of Regents.

Passed by the City Council this \_\_\_\_ day of June, 2015.

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City Clerk

Approved as to form:

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Assistant City Attorney



**Agenda Sheet for City Council Meeting of:**  
07/27/2015

<b>Date Rec'd</b>	7/14/2015
<b>Clerk's File #</b>	RES 2015-0077
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	NEIGHBORHOOD SERVICES & CODE ENFORCEMENT
<b>Contact Name/Phone</b>	ROD MINARIK 625-6737
<b>Contact E-Mail</b>	RMINARIK@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0550 DIVISION OF NORTHWEST NEIGHBORHOODS COUNCIL

**Agenda Wording**

Members of the Northwest Neighborhoods Council (NC) have agreed to create two new NCs from within its current boundaries. The NC north of Wellesley Ave will retain the name Northwest. South of Wellesley will be called Audubon/Downriver.

**Summary (Background)**

Because of its large geographical boundaries, current members of the NC felt that by dividing the NC at Wellesley Ave, membership would better identify with the 'new' NCs. During the past year, discussions were held at public events, and public meetings were held where the proposed change was voted and approved, draft bylaws were adopted, and officers identified.

<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	TRAUTMAN, HEATHER	<b><u>Study Session</u></b>	PCED 4/20/15
<b><u>Division Director</u></b>	MALLAHAN, JONATHAN	<b><u>Other</u></b>	CHE 6/29/15
<b><u>Finance</u></b>	DAVIS, LEONARD	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	htrautman@spokanecity.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	bmyers@spokanecity.org	
<b><u>Additional Approvals</u></b>		rminarik@spokanecity.org	
<b><u>Purchasing</u></b>			

RESOLUTION NO. 2015-0077

A resolution regarding the division of the current Northwest Neighborhood Council into two new recognized Neighborhood Councils.

Whereas, Section 73 of the City Charter and SMC 4.27.010 provide that the initial boundaries of a neighborhood council shall remained fixed for a one year period upon initial recognition by the City Council after which a neighborhood council may propose an amendment to its boundaries to the Community Assembly for its review and recommendations; and

Whereas, because of its large geographical boundaries, current members of the neighborhood council felt that by dividing the neighborhood council at Wellesley Ave, membership would better identify with the 'new' neighborhood councils; and

Whereas, the Northwest Neighborhood Council and the Emerson/Garfield Neighborhood Council have agreed and voted to modify their mutual boundary as set forth in the attached map;

Whereas, members of the Northwest Neighborhood Council have agreed to create two new neighborhood councils from within its boundaries; and

Whereas, during the past year, discussions were held at public events, and public meetings were held where the proposed change as set forth in the attached map, was voted and approved, draft bylaws were adopted, and officers identified;

Be it resolved by the City Council for the City of Spokane that the Northwest Neighborhood Council be divided at Wellesley Ave. with the newly created neighborhood council north of Wellesley retaining the name Northwest, and the Neighborhood Council south of Wellesley will be called Audubon/Downriver.

Passed by the City Council this \_\_\_\_ day of July, 2015.

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City Clerk

Approved as to form:

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Assistant City Attorney

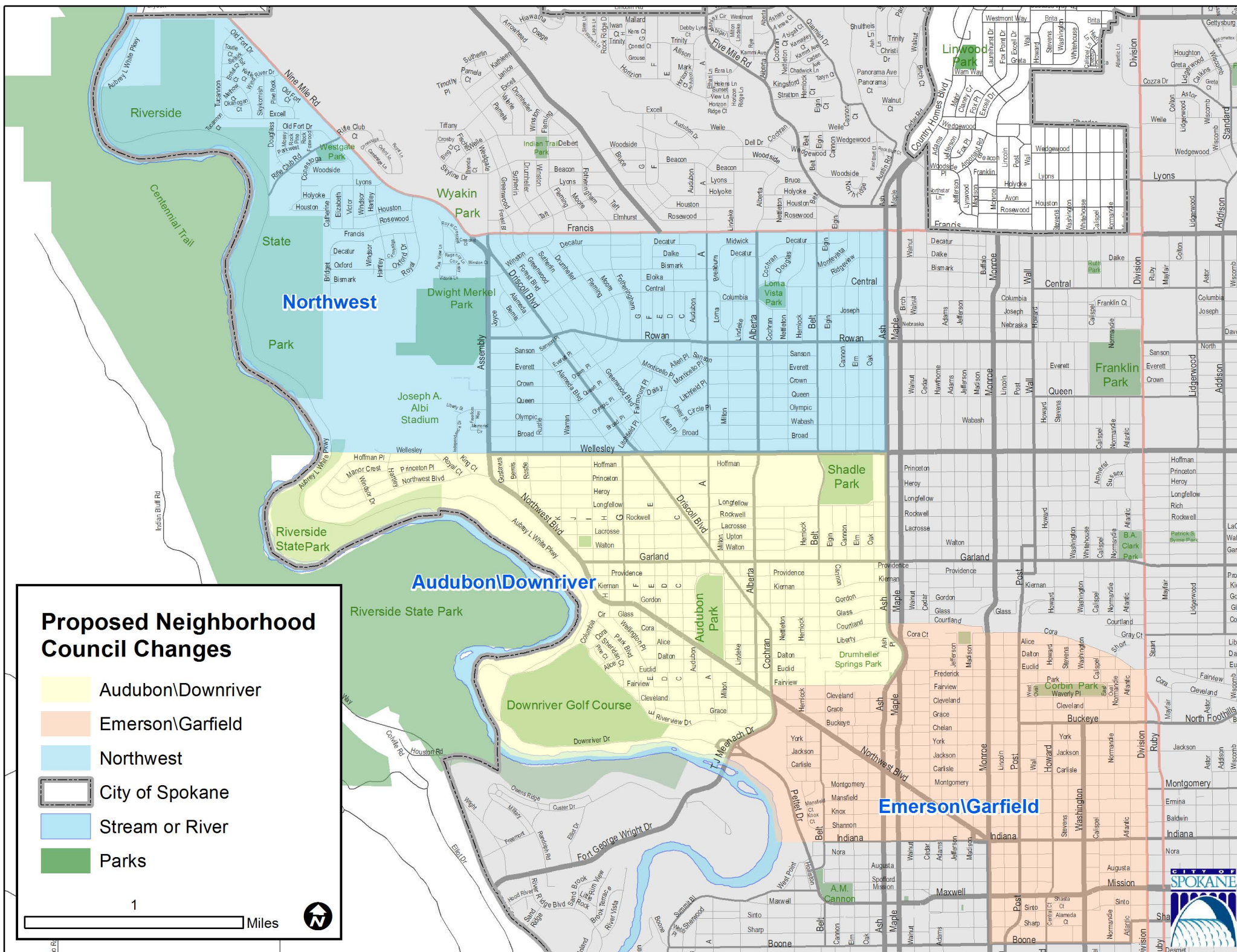


## Proposed Neighborhood Council Changes

- Audubon\Downriver
- Emerson\Garfield
- Northwest
- City of Spokane
- Stream or River
- Parks

1

Miles



# Legend



Boundary Change:  
From - Northwest  
To - Emerson/Garfield

Northwest

Emerson/Garfield

West Central

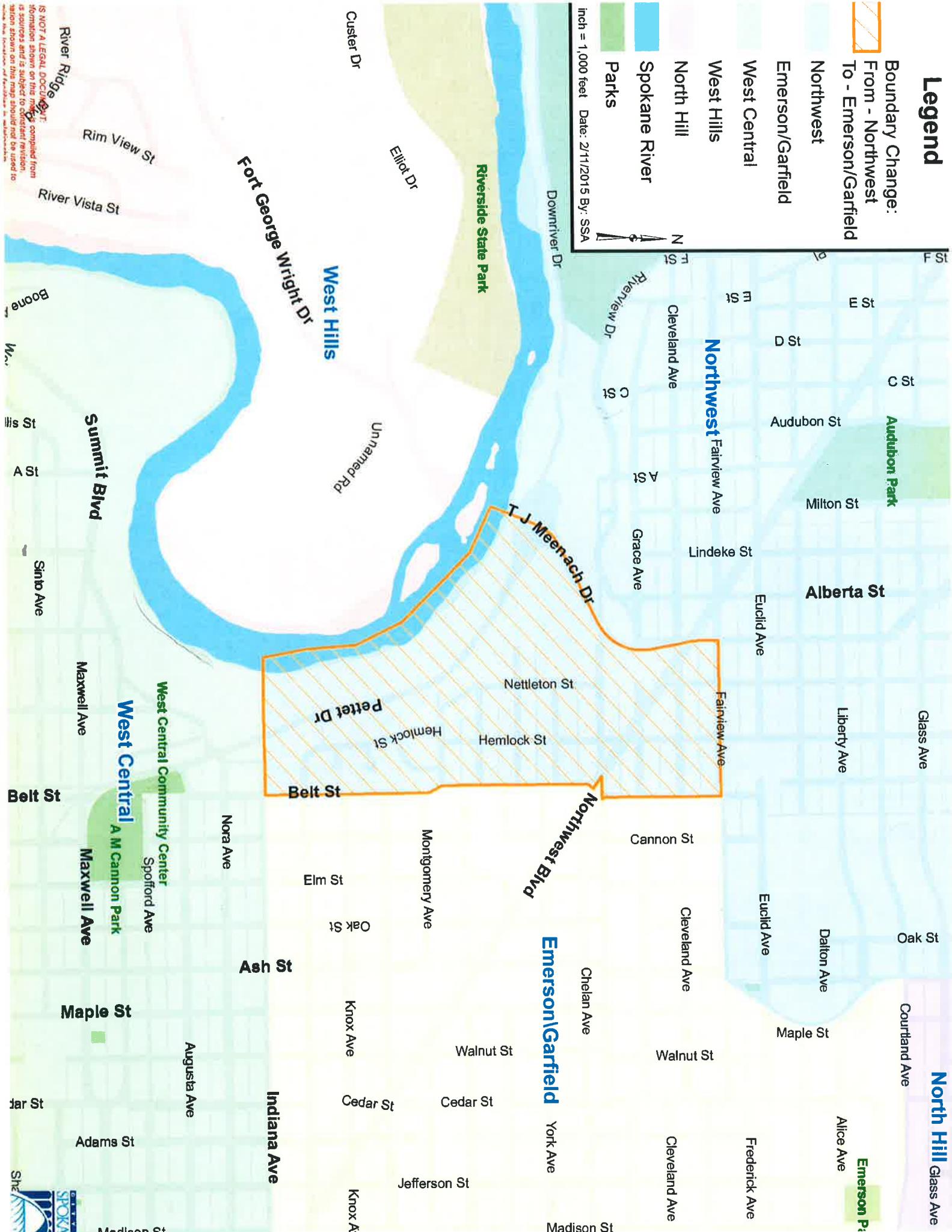
West Hills

North Hill

Spokane River

Parks

inch = 1,000 feet Date: 2/11/2015 By: SSA



IS NOT A LEGAL DOCUMENT  
Information shown on this map is compiled from  
sources and is subject to constant revision.  
Information shown on this map should not be used to  
make any decision of land use or other action.





**Agenda Sheet for City Council Meeting of:**  
07/27/2015

<b>Date Rec'd</b>	7/13/2015
<b>Clerk's File #</b>	ORD C35285
<b>Renews #</b>	

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

**Agenda Wording**

AN ORDINANCE relating to compliance with local, state, and federal labor laws and standards on city procurement of goods, services and works; amending sections 7.06.130, 7.06.210, 7.06.500, 7.06.520, and 7.06.610;

**Summary (Background)**

This ordinance amends sections 7.06.130, 7.06.210, 7.06.500, 7.06.520, and 7.06.610 to define labor standards and to add compliance with labor standards to procurement evaluation and supplemental bidder criteria, adds violations. Also adopts new section 7.06.276 to chapter 7.06 of the Spokane Municipal Code to allow City to withhold payment to contractors and subcontractors who have open workers' rights claims with Washington Department of Labor and Industries.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MCDANIEL, ADAM	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	Finance (July 13)
<b>Finance</b>	DAVIS, LEONARD	<b>Distribution List</b>	
<b>Legal</b>	WHALEY, HUNT	Connie Wahl	
<b>For the Mayor</b>	SANDERS, THERESA	Thea Prince	
<b>Additional Approvals</b>		Gavin Cooley	
<b>Purchasing</b>			





**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

and adopting new section 7.06.276 to chapter 7.06 of the Spokane Municipal Code.

**Summary (Background)**

**Fiscal Impact**

Select     \$

Select     \$

**Budget Account**

#

#

**Distribution List**


## ORDINANCE NO. C35285

AN ORDINANCE relating to compliance with local, state, and federal labor laws and standards on city procurement of goods, services and works; amending sections 7.06.130, 7.06.210, 7.06.500, 7.06.520, and 7.06.610; and adopting new section 7.06.276 to chapter 7.06 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That there is adopted a new section 7.06.045 to chapter 7.06 of the Spokane Municipal Code to read as follows:

### **7.06.045 “Labor Standards” Defined**

“Labor Standards” mean the minimum requirements prescribed by existing local, state, and federal laws, rules and regulations relating to wages, living allowances and other monetary and welfare benefits occupational health and safety and other standards designed to improve conditions of work. These laws, rules, and regulations include, but are not limited to, the Fair Labor Standards Act, the Davis-Bacon Act, the Occupational Safety and Health Act, the Washington Minimum Wage Act, the Washington Industrial Safety and Health Act, the Worker and Community Right to Know Act, and the Washington Prevailing Wages on Public Works Act.

Section 2. That SMC section 7.06.130 of the Spokane Municipal Code is amended to read as follows:

### **7.06.130 Evaluation**

- A. Bids are evaluated based upon the requirements set forth in the invitation for bids. The criteria for award shall be objectively measurable. No criteria may be used that are not set forth in the invitation. Bid evaluation shall be based on the following criteria where applicable and only which can be reasonably determined:
  - 1. Price and the effect of term discounts. Price may be determined by the life-cycle costing if so indicated in the invitation.
  - 2. The conformity of the goods, public work and/or services bid with the invitation for bid or request for quotation specifications depicting the quality and the purposes for which they are required.
  - 3. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
  - 4. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
  - 5. Whether the bidder can perform the contract within the time specified.

6. The quality of performance on previous contracts.
  7. The previous and existing compliance by the bidder with laws relating to the contract, including compliance with all local, state and federal labor laws and standards.
  8. Servicing resources, capability and capacity.
  9. Lack of uniformity or interchangeability, if such factors are important.
  10. The energy efficiency of the product as projected throughout the anticipated useful life of the product; and
  11. Such other information as may be secured having a bearing on the decision to award the contract.
- B. As a condition of performing work on a public works contract for the City, in addition to the mandatory bidder responsibility criteria in RCW 39.04.350, a contractor shall qualify in accordance with the provisions of article VIII of this chapter. In addition to information specified in article VIII, the City may request, on a project by project basis, any other information deemed necessary to ensure that prospective contractors meet the responsibility standards established by this article and otherwise possess sufficient qualifications and capabilities in all respects to successfully qualify for and perform public works contracts.

Section 3. That SMC section 7.06.210 of the Spokane Municipal Code is amended to read as follows:

#### **7.06.210 Inspection of Contractor's Plant and Records**

A. Right to Inspect Plant.

The City, at reasonable times, may inspect the part of the plant, place of business or worksite of a contractor or subcontractor which is pertinent to performance of any contract awarded or to be awarded by the City.

B. Right to Audit.

The City is entitled to audit the books and records of a contractor or any subcontractor under any contract or subcontract to the extent that the books and records relate to the performance of such contract, ~~or subcontract,~~ or the enforcement of local labor laws and standards.

C. Right to Review Supplier Information

The City may request information on the suppliers of commodities, natural resources or raw materials to a contractor or subcontractor to the extent that the supplier information relates to the performance of the contract or the enforcement of local labor laws and standards.

Section 4. That there is adopted a new section 7.06.276 to chapter 7.06 of the Spokane Municipal Code to read as follows:

**7.06.276 Withholding of Payment**

All City contracts shall provide that, for contractors or subcontractors who are subject to an open workers' rights claim which has been substantiated by the Washington Department of Labor and Industries, the City may withhold payment under the contract until the claim has been resolved in accordance with Chapter 49.48 RCW.

Section 5. That SMC section 7.06.500 of the Spokane Municipal Code is amended to read as follows:

**7.06.500 Bidder/Contractor Responsibility Criteria (Mandatory)**

Before contract award, the bidder shall meet the following bidder responsibility criteria to be considered a responsible bidder. The bidder may be required by the City of Spokane to submit documentation demonstrating compliance with the criteria. The bidder must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable, show proof of:
  - 1. Industrial insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - 2. A Washington employment security department number, as required in Title 50 RCW; and,
  - 3. A Washington department of revenue state excise tax registration number, as required in Title 82 RCW; and,
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).
- E. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract. Contractors shall be responsible for ensuring that all sub-contractors will not violate any local, state, and federal labor laws or standards during the course of performing work under the City contract.

Section 6. That SMC section 7.06.520 of the Spokane Municipal Code is amended to read as follows:

**7.06.520 Supplemental Responsibility Criteria**

- A. In addition to mandatory bidder responsibility criteria set forth in [SMC 7.06.500](#), the low responsible bidder shall also meet the City's supplemental responsibility criteria. Evidence of compliance with the City's supplemental responsibility criteria shall be requested from the lowest bidder on a public works project. If the lowest bidder is subsequently disqualified, then the next lowest bidder shall submit evidence of compliance with the City's supplemental responsibility criteria. The City reserves the right to request evidence of compliance with the City's supplemental responsibility criteria from additional bidders should the two lowest bidders fail to meet the supplemental responsibility criteria set forth in the call for bids.
- B. The following supplemental bidder responsibility criteria describe the relevant experience, training, and/or certification requirements or qualifications that the City shall consider before award of contract. In making a determination above the contractor, the City shall consider:
  - 1. Work Experience and Company Reputation
    - a. Company History  
Whether the bidder is a reputable person / company / legal entity in order to gainfully win public contract awards with the City of Spokane.
    - b. Work Experience  
Whether the bidder meets project specific criteria, including work experience, as added by each department based on the unique qualities of a particular public works project.
    - c. Performance Evaluations  
Whether under past or present names the bidder has received "deficient" or "inadequate" performance evaluations on two or more contracts from the City of other municipalities or another governmental agency on a public works project within the last five years.
    - d. References  
The City reserves the right to check references, whether identified by the bidder or not, on all bidders, including using itself as a reference in applicable situations.
  - 2. Record of debarment/disqualification  
Whether the bidder (including the primary contractor, or any firm with which any of the primary contractor's owners, officers, or partners was



associated) has been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal governmental during the last five years.

3. Safety

In the last five years the bidder shall not have a history of willful or repeat violations of safety or health regulations by OSHA or other agencies responsible for safety oversight.

4. Environmental Regulations

In the last five years, the bidder shall not have a history of serious citations from environmental enforcement agencies on projects for which the bidder was the contractor.

5. Utilization Requirements

In the last five years, it has been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects.

6. Discrimination

Whether the bidder has been found guilty of violating or failing to comply with discrimination laws.

7. Prevailing Wage

Whether in the last previous five years the bidder has a pattern of prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance, unless there are extenuating circumstances acceptable to the City.

8. Public Bidding Crimes (Criminal Convictions)

Whether the bidder has been convicted of a crime involving bidding on a public works contract within the previous five years.

9. Claims against Retainage or Bonds

Whether the bidder has a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three years that demonstrate a lack of effective management by the bidder of making timely and appropriate payments its subcontractors, suppliers and workers, unless there are extenuating circumstances acceptable to the City.

10. Termination for Cause

Whether the bidder has had any public works contract terminated for cause by a government agency during the previous five years unless there are extenuating circumstances acceptable to the City in its sole discretion.

11. Litigation

Whether the bidder has lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder within previous five years that demonstrate a pattern of failing

to meet the terms of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

12. Delinquent State Taxes

Whether the bidder owes delinquent taxes to the Washington state department of revenue without a payment plan approved by the department of revenue before the date of award.

13. Labor Standards Violations

Whether the bidder has been found guilty of violating or failing to comply with local, state, or federal labor laws or standards.

Section 7. That SMC section 7.06.610 of the Spokane Municipal Code is amended to read as follows:

**7.06.610 Grounds for Debarment**

The city administrator or his or her designee may issue an order of debarment that prevents a person / firm from entering into any contract with the City or from acting as a subcontractor on any contract with the City after determining that any of the following reasons exist; PROVIDED the city administrator shall weigh the relative severity of the offense(s) in making any decision to issue an order of debarment.

- A. The person / firm has received overall performance evaluations of deficient, inadequate, or substandard performance on three or more City contracts.
- B. The person / firm has failed to comply with City ordinances or contract terms, including, but not limited to, ordinance or contract terms relating to disadvantaged business enterprises utilization requirements, discrimination, prevailing wage requirements, or apprentice utilization.
- C. The person / firm has abandoned, surrendered, or failed to complete or to perform work on or in connection with a City contract.
- D. The person / firm has failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- E. The person / firm has submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract.
- F. The person / firm has colluded with another person / firm to restrain competition.
- G. The person / firm has committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other

government entity.

H. The person / firm has failed to cooperate in a City debarment investigation.

I. The person / firm has been found guilty of violating or failing to comply with local, state or federal non-discrimination laws.

J. The person/firm has been found guilty of violating or failing to comply with local, state, or federal labor laws or standards.

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:**  
07/27/2015

<b>Date Rec'd</b>	7/14/2015
<b>Clerk's File #</b>	ORD C35286
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY COUNCIL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	BEN STUCKART 6256269	<b>Project #</b>	
<b>Contact E-Mail</b>	AMCDANIEL@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0320 WAGE THEFT ORDINANCE		

**Agenda Wording**

AN ORDINANCE relating to denial or revocation of a city business license from employers violating wage enforcement provisions; amending SMC section 4.04.050 and adopting a new section 10.05.107 to chapter 10.05 of the Spokane Municipal Code.

**Summary (Background)**

This ordinance adopts a new section which establishes Wage Theft as a gross misdemeanor. The ordinance also gives the licensing officer authority to revoke or refuse to issue a business license to an applicant found guilty of wage theft.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MCDANIEL, ADAM	<b>Study Session</b>	
<b>Division Director</b>		<b>Other</b>	Finance (July 13)
<b>Finance</b>	DAVIS, LEONARD	<b>Distribution List</b>	
<b>Legal</b>	DALTON, PAT	Nancy Isserlis	
<b>For the Mayor</b>	SANDERS, THERESA	Matthew Folsom	
<b>Additional Approvals</b>			
<b>Purchasing</b>			

## ORDINANCE NO. C35286

AN ORDINANCE relating to denial or revocation of a city business license from employers violating wage enforcement provisions; amending SMC section 4.04.050 and adopting a new section 10.05.107 to chapter 10.05 of the Spokane Municipal Code.

WHEREAS, research shows that the theft of wages by employers with unscrupulous business practices is a significant problem around the country, with one 2008 study finding that more than two-thirds of 4,387 workers surveyed in low-wage industries experienced at least one pay-related violation in the previous work week amounting to an average loss of 15 percent of weekly earnings; and

WHEREAS, some predatory business owners apparently consider repeated civil claims from the Department of Labor and Industries a simple cost of doing business; and

WHEREAS, encouraging greater compliance with wage laws benefits all workers by ensuring a level playing field in the labor market; and

WHEREAS, encouraging greater compliance with wage laws benefits the businesses that already comply with these laws; and

WHEREAS, those individuals affected by wage theft are often among the most vulnerable in our city and without access to sufficient resources and time with which to appeal for their unpaid wages; and

WHEREAS, the City of Spokane finds it necessary and appropriate to create a stronger disincentive for employers to violate wage and hour laws; - NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That SMC section 4.04.050 is amended to read as follows:

**4.04.050** ((Issuance of License)) **Refusal to issue, revocation of, or refusal to renew business license.**

- A. The license officer endeavors to issue or determine not to issue a license within fifteen days of application.
- B. ~~((Unless the investigation reveals that the applicant has not made good tender of the license fee, has not furnished sufficient and accurate information, or is not otherwise eligible, the license officer delivers the original of the license along with any insignia to the licensee.))~~ The license officer has the power and authority to refuse to issue, revoke or refuse to renew any business license issued under the

provisions of this chapter. The license officer shall notify such applicant or licensee of the refusal to issue, revocation of, or refusal to renew, in the same manner as orders to comply are served under SMC 4.04.080, and include on the notice what grounds such a decision was based. The license officer may refuse to issue, revoke or refuse to renew any license issued under this chapter on one or more of the following grounds:

1. The applicant or licensee has not made good tender of the license fee.
2. The applicant or licensee has not furnished sufficient and accurate information.
3. The applicant or licensee is not otherwise eligible.
4. The applicant or licensee has failed to comply with any provisions of this chapter.
5. The property at which the business is located has been determined by a court to be a chronic nuisance property as provided in chapter 10.08A RCW.
6. The applicant or licensee has been convicted of wage theft under SMC 10.05.107 within the last ten years.
7. The applicant or licensee is a person subject within the last ten years to a court order entering final judgment for violations of chapters 49.46, 49.48 or 49.52 RCW, and the judgment was not satisfied within 30 days of the later of either:
  - a. the expiration of the time for filing an appeal from the final judgment order under the court rules in effect at the time of the final judgment order, or
  - b. if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals resulting in final judicial affirmation of the findings of violations of chapters 49.46, 49.48 or 49.52 RCW.
8. The applicant or licensee is a person subject within the last ten years to a final and binding citation and notice of assessment from the Washington State Department of Labor and Industries for violations of chapters 49.46, 49.48 or 49.52 RCW, and the citation amount and penalties assessed therewith were not satisfied within 30 days of the date the citation became final and binding.

Section 2. That there is adopted a new section 10.05.107 to chapter 10.05 SMC to read as follows:

**10.05.107                    Wage Theft**

- A. A person is guilty of wage theft if, with intent to avoid payment for services, he or she knowingly secures the performance of services by agreeing to provide compensation and, after the services are rendered, fails to make full and complete payment.
- B. For purposes of SMC 10.05.107A, among the circumstances that may be considered in determining whether the person intends to avoid payment for services are that he or she:
  - 1. agrees to pay the person providing the services immediately upon completion of the services, but fails to do so; or
  - 2. fails to pay the person at the time of an agreed-upon payday or at the end of the regular payment interval required by state and federal statutes; or
  - 3. agrees to pay the person providing the services at a specified time and place after completion of the services, but fails to appear at that time or place; or
  - 4. agrees to pay the person providing the services a specified amount upon completion of the services, but pays or offers a lesser amount; or
  - 5. pays the person providing the services with a check that is not honored by the bank or other depository upon which it is drawn because of insufficient funds or a stop-payment order; or
  - 6. in retaliation for asserting any claim to wages, communicates to the person providing the services, directly or indirectly, explicitly or implicitly, the willingness to inform a government employee that the person is not lawfully in the United States, or threatens, intimidates, or takes any other adverse action against the person; or
  - 7. fails to respond within fifteen days to any written communication that makes a demand for unpaid wages from the person providing the services or any other person or entity writing on that person's behalf.

Proof of any of these circumstances is not required for wage theft under SMC 10.05.107A nor do any of these circumstances conclusively prove wage theft under SMC 10.05.107A.

C. Wage theft is a gross misdemeanor.

Section 3. Severability.

If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, the decision shall not affect the validity of the remaining portions of this ordinance.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2015.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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





**Agenda Sheet for City Council Meeting of:**  
07/27/2015

<b>Date Rec'd</b>	7/14/2015
<b>Clerk's File #</b>	ORD C35287
<b>Renews #</b>	

<b>Submitting Dept</b>	CITY ATTORNEY	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	TIM 625-6225	<b>Project #</b>	
<b>Contact E-Mail</b>	TSAMBELAN@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	CIVIL INFRACTION BASE PENALTY INCREASE ORDINANCE		

**Agenda Wording**

An ordinance relating to the increase of the civil infraction base penalty amounts and amending Spokane Municipal Code section 01.02.950

**Summary (Background)**

In June 2015 the Washington Supreme Court amended the Infraction Rules for Courts of Limited Jurisdiction. The Spokane Municipal Code section 01.02.950 will need to be amended to reflect the six dollar penalty increase to the base penalty amount to maintain our current revenue percentage for civil infractions that are issued by City agencies. The increase in base penalty amounts is the first since 2007 and is supported by judicial and court management associations, city and county representative associations, and the Judicial Information System Committee. The ordinance increase in the base penalty amount will cover civil infractions that are issued under SMC 01.05. All traffic infractions that come under the SMC 16A.02 (Model Traffic Code) have been adjusted to include the base penalty increase.

<b>Fiscal Impact</b>		<b>Budget Account</b>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<b>Approvals</b>		<b>Council Notifications</b>	
<b><u>Dept Head</u></b>	DALTON, PAT	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>		<b><u>Other</u></b>	
<b><u>Finance</u></b>	DAVIS, LEONARD	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	DALTON, PAT	jbingham@cityofspokane.org	
<b><u>For the Mayor</u></b>	SANDERS, THERESA	ebrown@spokanecity.org	
<b><u>Additional Approvals</u></b>		tszambelan@spokanecity.org	
<b><u>Purchasing</u></b>		rriedinger@spokanecity.org	

## ORDINANCE NO. C 35287

An ordinance relating to infraction penalty amounts amending Spokane Municipal Code section 01.02.950 to read as follows :

-- Now, Therefore,

The City of Spokane does ordain:

Section 1. That SMC 1.02.9502 is amended.

### Title 01 General Provisions

#### Chapter 01.02 General Provisions

#### Section 01.02.950 General Penalty

- A. Under the constitution and laws of Washington, the charter, and general ordinances, the City has and hereby asserts the right to enforce the provisions of this code by all appropriate means, including actions and suits in the superior court and municipal court, and administrative proceedings for revocation of license or permit, for collection of penalty or recovery of costs of enforcement, for summary abatement of nuisance, and otherwise.
- B. Each of the following persons is liable for any penalty provided herein:
  - 1. A person doing an act which this code provides a person may not do.
  - 2. A person omitting to do an act which this code provides a person is required to do.
  - 3. A person committing an act or omission which this code provides to be unlawful; or
  - 4. A person otherwise violating this code.

The principles of liability set forth in [SMC 10.01.050](#), [SMC 10.01.070](#), and [SMC 10.01.080](#) for persons legally responsible for the conduct of another, for owners of property in the custody of others and for principals and agents apply equally in cases of civil and criminal liability.

- C. The maximum civil penalties and default amounts, not including statutory assessments, for a violation of this code, unless otherwise provided by state law, are:
  - 1. Class 1 civil infraction: Two hundred ~~fifty sixty- one~~ dollars.
  - 2. Class 2 civil infraction: One hundred ~~twenty-five~~ thirty-one dollars.
  - 3. Class 3 civil infraction: Fifty six dollars.

4. Class 4 civil infraction: ~~Twenty-five~~ Thirty-one dollars.
- D. Whenever a monetary penalty is imposed by a court under [chapter 1.05 SMC](#), it is immediately payable. If the person is unable to pay at that time, the court may grant an extension of the period in which the penalty may be paid. If the penalty is not paid on or before the time established for payment, the court may proceed to collect the penalty in the same manner as other civil judgments and may notify the prosecuting authority of the failure to pay.
- E. The court may also order a person found to have committed a civil infraction to make restitution.
- F. The maximum criminal penalty for a violation of this code is a fine not to exceed five thousand dollars, imprisonment of not more than three hundred sixty-four days, or both fine and imprisonment.
- G. The penalties for violations of [Title 16A SMC](#), both infractions and criminal offenses, are as fixed by statute, court rule, or [chapter 8.02 SMC](#).
- H. The penalties for violations of the City penal code, [Title 10 SMC, Division I, chapter 10.01 SMC through chapter 10.20 SMC](#), are as set forth in each section, or as provided in the statutory counterpart, or as otherwise provided.
- I. Unless otherwise provided, a violation of this code, except for a failure to pay a bill or other charge, is a misdemeanor.

Passed by the City Council on \_\_\_\_\_ 2015.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

07/27/2015

Date Rec'd

6/25/2015

Clerk's File #

OPR 2015-0633

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 625-6269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Considerations

Requisition #Agenda Item Name

0320 INTERIM OPERATING AGREEMENT WITH LYFT, INC.

Agenda Wording

Interim Operating Agreement between Lyft, Inc. and the City of Spokane

Summary (Background)

This Interim Operating Agreement with Lyft, Inc. provides the terms and conditions by which Lyft, Inc. could operate in the City as a transportation network company using its own ridesharing network.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance

SALSTROM, JOHN

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

**Transportation Network Operating Agreement  
by and between  
Lyft, Inc. and the City of Spokane**

This Agreement is entered into this \_\_\_\_\_ day of July, 2015, between the City of Spokane, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (the "City"), and Lyft, Inc., a Delaware corporation, whose address is 548 Market Street, Suite 68514, San Francisco, California 94104 (hereinafter referred to as "Lyft").

WHEREAS, Lyft refers to itself as a ride-sharing network that uses a digital platform (hereinafter the "Lyft platform") to connect passengers to ridesharing operators using their personal vehicles for the purpose of transportation. The City has referred to this form of transportation service as a transportation network company. Regardless of how this form of transportation service is defined now by either of the parties, it is essentially an organization that matches drivers and riders on a prearranged basis, for trips provided by drivers using their personal vehicles; and

WHEREAS, *Lyft Operator* shall mean an individual who uses the individual's personal vehicle to provide transportation services through the Lyft platform; and

WHEREAS, *Lyft Vehicle* shall mean a personal vehicle that is used by an operator through the Lyft platform; and

WHEREAS, Lyft and the City agree to the principles set forth below with respect to Lyft's platform. The parties agree that Lyft's acceptance of these principles acknowledges, solely for the purposes of this Agreement, that the City has the authority to enter into this Agreement. Lyft does not waive its right to contest the applicability of any laws or rules to Lyft, the Lyft platform, or Lyft Operators offering services through the Lyft platform. Lyft does not waive its right to propose or support different principles, terms or conditions, or to raise any defense in any other local, state or federal regulatory or legal proceeding, including municipal-level proceedings. The City does not waive any right or authority to initiate any action under the Spokane Municipal Code or state law; and

WHEREAS, there is authority for the City to establish regulations applying to for-hire vehicles as granted by Article 11, Section 11 of the Washington State Constitution and RCW 46.72.160 -- Now, Therefore,

**LYFT AND THE CITY AGREE AS FOLLOWS:**

The City is currently reviewing its municipal code regarding for-hire vehicles as it pertains to "transportation network companies" like Lyft. Pursuant to this Agreement, the City agrees to permit Lyft to operate in the City of Spokane while evaluating these updates, subject to the conditions and restrictions set forth herein. This Agreement shall expire upon the effective date of any amendment to the Spokane Municipal Code's Chapter 10.34 respecting For-Hire Vehicles addressing transportation network

companies, or December 31, 2016, whichever is first. The City may terminate this agreement upon thirty (30) days notice in its reasonable discretion.

LYFT AGREES AS FOLLOWS:

1. Lyft shall maintain a website that provides a customer service telephone number or email address.
2. Lyft shall maintain an agent for service of process in the city of Spokane, Washington.
3. Lyft shall maintain accurate and up-to-date records of all operators providing services through the Lyft platform.
4. Upon completion of a trip, Lyft shall transmit an electronic receipt to the passenger's email address or mobile application documenting the origination and destination of the trip and a description of the total amount paid, if any.
5. Lyft operators shall accept only rides booked through a transportation network company's digital platform and shall not solicit or accept street-hails.
6. Lyft Operators may offer service for compensation, no-charge, or suggested compensation. Lyft shall disclose rates used to determine any compensation or suggested compensation on its app and/or website.
7. The app used by Lyft to connect operators and passengers must display for the passenger the name and photograph of the operator as well as the make, model and license plate number of the vehicle.
8. Lyft shall establish a driver-training program designed to ensure that each driver safely operates his or her vehicle prior to the driver being able to offer service.
9. Lyft shall implement a zero-tolerance policy on the use of drugs or alcohol applicable to any driver on the Lyft platform, provide notice of the zero-tolerance policy on its website, as well as the procedures to report a complaint about a driver with whom the passenger was matched and for whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride, and immediately suspend said driver upon receipt of a passenger complaint alleging a violation of the zero-tolerance policy. The suspension shall last the duration of the investigation.
10. Prior to permitting a person to act as a driver on its digital network, and annually thereafter, Lyft shall obtain and review a criminal history research report for such person. The criminal background check shall be a national criminal background check including the national sex offender database. Any person who has been convicted, within the past seven years, of driving under the influence of drugs or

alcohol, or who has been convicted at any time for fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, acts of violence, or acts of terror shall not be permitted to be a Lyft Operator. Lyft will maintain electronic records of such criminal background checks for a period of two years.

11. Prior to permitting a person to act as a driver on its network, and annually thereafter, Lyft shall obtain and review a driving history research report for such person. Any person with: (i) more than three (3) moving violations in the three-year period prior to such check, or (ii) a major violation in the three-year period prior to such check (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license) shall not be permitted to be an Lyft Operator on the Lyft platform. Lyft will maintain electronic records of such driving history research reports for a period of two years.
12. Lyft shall maintain an automobile liability insurance policy, which covers all vehicles operated by Lyft Operators, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage for accidents involving a vehicle while a Lyft operator is in transit to a ride requestor or during a trip requested through Lyft's digital platform until the last requesting passenger exits the vehicle (hereinafter "TNC Insurance"). For the term of this Agreement, Lyft shall provide evidence that each Lyft vehicle operated by a Lyft Operator in connection with Lyft's digital platform within the City has TNC insurance. As soon as practicable, Lyft shall provide to the City a certificate of insurance for such policy, naming Lyft as the insured and an endorsement covering the City as an additional insured. The policy shall be accompanied by a commitment from the insurer that such policy shall not be canceled, materially modified, or have coverage reduced without at least thirty (30) days prior notice to the City.
13. Lyft Operators shall:
  - (1) Possess a valid driver's license, proof of registration, maintain current automobile liability insurance, and be at least twenty-one (21) years of age; and
  - (2) Provide proof of both the Lyft operator's personal insurance and TNC Insurance in the case of an accident; provided, that the operator shall have twenty-four (24) hours to provide proof of TNC Insurance.
14. Lyft Vehicles may be street-legal coupes, sedans, or light-duty vehicles, including without limitation, vans, minivans, sport utility vehicles (SUVs), hatchbacks, convertibles and pickup trucks.
15. All vehicles shall have a safety inspection conducted annually by Lyft or a third party before being used to provide a service, pursuant to a procedure approved

by the City. Such procedure shall, at a minimum, include inspection of the following components:

- (1) Foot brakes;
- (2) Parking brakes;
- (3) Steering mechanism;
- (4) Windshield;
- (5) Rear window and other glass;
- (6) Windshield wipers;
- (7) Headlights;
- (8) Tail lights;
- (9) Turn indicator lights;
- (10) Stop lights;
- (11) Front seat adjustment mechanism;
- (12) Doors (open, close, lock);
- (13) Horn;
- (14) Speedometer;
- (15) Bumpers;
- (16) Muffler and exhaust system;
- (17) Condition of tires, including tread depth;
- (18) Interior and exterior rear view mirrors; and
- (19) Safety belts for driver and passenger(s).

16. Lyft Operators shall not use any marked taxicab zones.

17. Lyft shall pay to the City ten cents (\$0.10) per ride provided by Lyft within the City of Spokane to cover any administrative and regulatory costs associated with the Lyft platform and the City's administration and enforcement of this agreement. Payment shall be sent to the City on a quarterly basis with an annual fee cap of ten thousand dollars (\$10,000). Lyft shall provide to the City, no later than the tenth (10<sup>th</sup>) day of the each month, documentation of the total number of rides Lyft provided within the City of Spokane during the prior month; the City and Lyft agree that Lyft may designate this documentation as "proprietary and confidential."

18. This agreement does not regulate or authorize the operation of Lyft or Lyft Operators transportation network companies, including vehicles or operators, at the Spokane International Airport (SIA), which is under the jurisdiction of the SIA Board.

19. Lyft shall implement and comply with a complaint process that incorporates the following provisions:

- a. Complaints from the public concerning the activities of Lyft Operators are to be made directly to Lyft or, if received by the City at a specified complaint email address (such as [ridesharecomplaints@spokanecity.org](mailto:ridesharecomplaints@spokanecity.org) or similar), will be forwarded by the City to Lyft for resolution immediately upon receipt by the City.



- b. Within ten (10) calendar days of receiving a complaint from the City, Lyft will report to the City both (1) the nature of the complaint (such as driver demeanor, allegation of traffic regulation violation, lost and found issue, etc) and (2) the steps Lyft has taken or will take to resolve the complaint.
- c. The parties agree that Lyft's failure to resolve complaints in a reasonably expeditious manner is a breach of this agreement. The parties agree that the City may impose a fine of \$100 for each complaint for which Lyft does not undertake reasonable efforts to resolve within thirty (30) days of its receipt of the complaint.

THE CITY AGREES TO THE FOLLOWING:

- 1. While the City is determining whether the Spokane Municipal Code regarding For-Hire Vehicle regulations needs to be amended to reflect the operation of Transportation Network Companies, the City will not apply Spokane Municipal Code Chapter 10.34 to Lyft and Lyft operators during the term of this Agreement, unless such enforcement stems solely and directly from violation of any of the provisions of this Agreement. Lyft acknowledges that it and Lyft Operators are subject to and will comply with the applicable requirements of Chapter 16A.61 of the Spokane Municipal Code relating to rules of the road including, but not limited to, parking in taxi zones.
- 2. The City shall have the authority to enforce the requirements of this Agreement, including by inspection of relevant records in response to complaints. Failure to adhere to the requirements of this Agreement by Lyft or a Lyft Operator may result in sanctions imposed by the City, or termination of this Agreement, at the City's discretion.
- 3. If a public records request is made of the City for documents that have been designated by Lyft as confidential or proprietary, the City shall provide written notice to Lyft prior to disclosure.

DATED: \_\_\_\_\_

CITY OF SPOKANE

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

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

ATTEST:

APPROVED AS TO FORM:

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

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

DATED: \_\_\_\_\_

LYFT, INC.

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

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

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

07/27/2015

Date Rec'd

6/25/2015

Clerk's File #

OPR 2015-0634

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 625-6269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Considerations

Requisition #Agenda Item Name

0320 INTERIM OPERATING AGREEMENT WITH RASIER, LLC

Agenda Wording

Interim Operating Agreement by and between Rasier, LLC and the City of Spokane

Summary (Background)

The Interim Operating Agreement with Rasier, LLC provides the terms and conditions by which Rasier, LLC could operate within the City as a transportation network company using its own ride-sharing network.

Fiscal ImpactBudget Account

Select \$

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Select \$

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Select \$

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Select \$

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ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOtherFinance

SALSTROM, JOHN

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

SANDERS, THERESA

Additional ApprovalsPurchasing

**Transportation Network Operating Agreement**  
**by and between**  
**Rasier, LLC and the City of Spokane**

This Agreement is entered into this \_\_\_\_\_ day of July, 2015, between the City of Spokane, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (the "City"), and Rasier, LLC, whose whose address is 1455 Market Street, Fourth Floor, San Francisco, CA 94103 ("Rasier").

WHEREAS, Rasier refers to itself as a ride-sharing network that uses a digital platform licensed from Uber Technologies, Inc. (hereinafter the "Uber platform") to connect passengers to ridesharing operators using their personal vehicles for the purpose of transportation. The City has referred to this form of transportation service as a a transportation network company. Regardless of how this form of transportation service is defined now by either of the parties, it is essentially an organization that matches drivers and riders on a prearranged basis, for trips provided by drivers using their personal vehicles; and

WHEREAS, *Rasier Operator* shall mean an individual who uses the individual's personal vehicle to provide transportation services through the Uber platform; and

WHEREAS, *Raiser Vehicle* shall mean a personal vehicle that is used by an operator through the Uber platform; and

WHEREAS, Rasier and the City agree to the principles set forth below with respect to Uber's platform. The parties agree that Rasier's acceptance of these principles acknowledges, solely for the purposes of this Agreement, that the City has the authority to enter into this Agreement. Rasier does not waive its right to contest the applicability of any laws or rules to Rasier, the Uber platform, or Rasier Operators offering services through the Uber platform. Rasier does not waive its right to propose or support different principles, terms or conditions, or to raise any defense in any other local, state or federal regulatory or legal proceeding, including municipal-level proceedings. The City does not waive any right or authority to initiate any action under the Spokane Municipal Code or state law; and

WHEREAS, there is authority for the City to establish regulations applying to for-hire vehicles as granted by Article 11, Section 11 of the Washington State Constitution and RCW 46.72.160 -- Now, Therefore,

**RASIER AND THE CITY AGREE AS FOLLOWS:**

The City is currently reviewing its municipal code regarding for-hire vehicles as it pertains to "transportation network companies" like Rasier. Pursuant to this Agreement, the City agrees to permit Rasier to operate in the City of Spokane while evaluating these updates, subject to the conditions and restrictions set forth herein,. This Agreement shall expire upon the effective date of any amendment to the Spokane Municipal Code's Chapter 10.34 respecting For-Hire Vehicles addressing transportation

network companies, or December 31, 2016, whichever is first. The City may terminate this agreement upon thirty (30) days notice in its reasonable discretion.

RASIER AGREES AS FOLLOWS:

1. Rasier shall maintain a website that provides a customer service telephone number or email address.
2. Rasier shall maintain an agent for service of process in the city of Spokane, Washington.
3. Rasier shall maintain accurate and up-to date records of all operators providing services through the Uber platform.
4. Upon completion of a trip, Rasier shall transmit an electronic receipt to the passenger's email address or mobile application documenting the origination and destination of the trip and a description of the total amount paid, if any.
5. Rasier operators shall accept only rides booked through a transportation network company's digital platform and shall not solicit or accept street-hails.
6. Rasier Operators may offer service for compensation, no-charge, or suggested compensation. Rasier shall disclose rates used to determine any compensation or suggested compensation on its app and/or website.
7. The app used by Rasier to connect operators and passengers must display for the passenger the name and photograph of the operator as well as the make, model and license plate number of the vehicle.
8. Rasier shall establish a driver-training program designed to ensure that each driver safely operates his or her vehicle prior to the driver being able to offer service.
9. Rasier shall implement a zero-tolerance policy on the use of drugs or alcohol applicable to any driver on the Uber platform, provide notice of the zero-tolerance policy on its website, as well as the procedures to report a complaint about a driver with whom the passenger was matched and for whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride, and immediately suspend said driver upon receipt of a passenger complaint alleging a violation of the zero-tolerance policy. The suspension shall last the duration of the investigation.
10. Prior to permitting a person to act as a driver on its digital network, and annually thereafter, Rasier shall obtain and review a criminal history research report for such person. The criminal background check shall be a national criminal background check including the national sex offender database. Any person who

has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, or who has been convicted at any time for fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, acts of violence, or acts of terror shall not be permitted to be a Rasier Operator. Rasier will maintain electronic records of such criminal background checks for a period of two years.

11. Prior to permitting a person to act as a driver on its network, and annually thereafter, Rasier shall obtain and review a driving history research report for such person. Any person with: (i) more than three (3) moving violations in the three-year period prior to such check, or (ii) a major violation in the three-year period prior to such check (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license) shall not be permitted to be an Rasier Operator on the Uber platform. Rasier will maintain electronic records of such driving history research reports for a period of two years.
12. Rasier shall maintain an automobile liability insurance policy, which covers all vehicles operated by Rasier Operators, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage for accidents involving a vehicle while a Rasier operator is in transit to a ride requestor or during a trip requested through Rasier's digital platform until the last requesting passenger exits the vehicle (hereinafter "TNC Insurance"). For the term of this Agreement, Rasier shall provide evidence that each Rasier vehicle operated by a Rasier Operator in connection with Rasier's digital platform within the City has TNC insurance. As soon as practicable, Rasier shall provide to the City a certificate of insurance for such policy, naming Rasier as the insured and an endorsement covering the City as an additional insured. The policy shall be accompanied by a commitment from the insurer that such policy shall not be canceled, materially modified, or have coverage reduced without at least thirty (30) days prior notice to the City.
13. Rasier Operators shall:
  - (1) Possess a valid driver's license, proof of registration, maintain current automobile liability insurance, and be at least twenty-one (21) years of age; and
  - (2) Provide proof of both the Rasier operator's personal insurance and TNC Insurance in the case of an accident; provided, that the operator shall have twenty-four (24) hours to provide proof of TNC Insurance.
14. Rasier Vehicles may be street-legal coupes, sedans, or light-duty vehicles, including without limitation, vans, minivans, sport utility vehicles (SUVs), hatchbacks, convertibles and pickup trucks.

15. All vehicles shall have a safety inspection conducted annually by Rasier or a third party before being used to provide a service, pursuant to a procedure approved by the City. Such procedure shall, at a minimum, include inspection of the following components:
  - (1) Foot brakes;
  - (2) Parking brakes;
  - (3) Steering mechanism;
  - (4) Windshield;
  - (5) Rear window and other glass;
  - (6) Windshield wipers;
  - (7) Headlights;
  - (8) Tail lights;
  - (9) Turn indicator lights;
  - (10) Stop lights;
  - (11) Front seat adjustment mechanism;
  - (12) Doors (open, close, lock);
  - (13) Horn;
  - (14) Speedometer;
  - (15) Bumpers;
  - (16) Muffler and exhaust system;
  - (17) Condition of tires, including tread depth;
  - (18) Interior and exterior rear view mirrors; and
  - (19) Safety belts for driver and passenger(s).
16. Rasier Operators shall not use any marked taxicab zones.
17. Rasier shall pay to the City an annual fee of ten thousand dollars (\$10,000) per year to cover any administrative and regulatory costs associated with the Uber platform and the City's administration and enforcement of this agreement. Payment shall be sent to the City on a quarterly basis in the total amount, for the contract term, of fifteen thousand dollars (\$15,000).
18. This agreement does not regulate or authorize the operation of Rasier or Rasier Operators transportation network companies, including vehicles or operators, at the Spokane International Airport (SIA), which is under the jurisdiction of the SIA Board.
19. Rasier shall implement and comply with a complaint process that incorporates the following provisions:
  - a. Complaints from the public concerning the activities of Rasier Operators are to be made directly to Rasier or, if received by the City at a specified complaint email address (such as [ridesharecomplaints@spokanecity.org](mailto:ridesharecomplaints@spokanecity.org) or similar), will be forwarded by the City to Rasier for resolution immediately upon receipt by the City.

- b. Within ten (10) calendar days of receiving a complaint from the City, Rasier will report to the City both (1) the nature of the complaint (such as driver demeanor, allegation of traffic regulation violation, lost and found issue, etc). and (2) the steps Rasier has taken or will take to resolve the complaint.
- c. The parties agree that Rasier's failure to resolve complaints in a reasonably expeditious manner is a breach of this agreement. The parties agree that the City may impose a fine of \$100 for each complaint for which Rasier does not undertake reasonable efforts to resolve within thirty (30) days of its receipt of the complaint.

THE CITY AGREES TO THE FOLLOWING:

- 1. While the City is determining whether the Spokane Municipal Code regarding For-Hire Vehicle regulations needs to be amended to reflect the operation of Transportation Network Companies, the City will not apply Spokane Municipal Code Chapter 10.34 to Rasier and Rasier operators during the term of this Agreement, unless such enforcement stems solely and directly from violation of any of the provisions of this Agreement. Rasier acknowledges that it and Rasier Operators are subject to and will comply with the applicable requirements of Chapter 16A.61 of the Spokane Municipal Code relating to rules of the road including, but not limited to, parking in taxi zones.
- 2. The City shall have the authority to enforce the requirements of this Agreement, including by inspection of relevant records in response to complaints. Failure to adhere to the requirements of this Agreement by Rasier or a Rasier Operator may result in sanctions imposed by the City, or termination of this Agreement, at the City's discretion.
- 3. If a public records request is made of the City for documents that have been designated by Rasier as confidential or proprietary, the City shall provide written notice to Rasier prior to disclosure.

DATED: \_\_\_\_\_

CITY OF SPOKANE

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

Title:

\_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

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

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



DATED: \_\_\_\_\_

RASIER, LLC

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

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