

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!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

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.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current 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, as specified in Rules 5.3 and 5.4.

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, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults 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, NOVEMBER 14, 2016

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 BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER AMBER WALDREF

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

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

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

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

- | | | |
|---|-------------------------|---|
| 1. Set Hearing for November 28, 2016 for the Citywide Capital Improvement Program, 2017-2022. | Set Hearing
11-28-16 | PRO 2016-0037 |
| Crystal Marchand | | |
| 2. Value Blanket for the purchase of Ballistic Body Armor from Galls LLC, DBA, Blumenthal Uniforms Co. utilizing NASPO Contract #07115 from August 1, 2016 through July 31, 2017—\$105,000 (incl. tax). | Approve | OPR 2016-0888 |
| Kevin King | | |
| 3. Consultant Agreement with Alta Planning & Design (Salt Lake City, UT) for the Millwood Trail Alignment Study—\$169,167. | Approve | OPR 2016-0889
ENG 2014059
RFQ 4219-16 |
| Brandon Blankenagel | | |
| 4. Low Bid of Halme Construction, Inc. (Spokane, WA) for CS0 33-1 Control Facility—\$9,597,092.50 (plus tax). An administrative reserve of \$959,709.25 (plus tax), which is 10% of the contract price (plus tax), will be set aside. (East Central Neighborhood) | Approve | PRO 2016-0038
ENG 2013213 |
| Dan Buller | | |
| 5. Contract Amendment with Century West Engineering to increase the contract amount—\$28,500. Total Contract Amount: \$97,200. Dan Buller | Approve | OPR 2016-0016
ENG 2015176 |

6. Contract Amendment with GSI Water Solutions, Inc. (Portland, OR) for phase II of evaluation, test well development, and well field planning at the Havana Street well site (southeast corner of E. 6th Avenue and S. Havana Street)—not to exceed \$414,000. **Approve** **OPR 2016-0871
BID 4295-16**
Jim Sakamoto
7. Report of the Mayor of pending: **Approve &
Authorize
Payments** **CPR 2016-0002**
- a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2016, 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 _____, 2016: \$_____. **CPR 2016-0003**
8. City Council Meeting Minutes: _____, 2016. **Approve
All** **CPR 2016-0013**

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.

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

Chase Youth Commission: Three Appointments	Confirm	CPR 1985-0131
Chase Youth Commission: Two Reappointments	Confirm	CPR 1985-0131
Design Review Board - Citizen at Large: One Appointment	Confirm	CPR 1993-0069

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2016-0091	Setting the assessment roll hearing for the Downtown Parking and Business Improvement Ares (Business Improvement District - BID) and
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providing notice of the 2017 assessments to business and property owners.

Jonathan Mallahan

RES 2016-0092 Of the City Council of the City of Spokane, WA, declaring and finding a substantial need for purposes of setting the limit factor for the property tax levy for 2017.

Tim Dunivant

RES 2016-0093 Of the city of Spokane proposing an increase in the regular property tax levy for a period of seven years beginning in 2018 in an amount exceeding the limitations of Chapter 84.55 RCW to provide funding for library operations; providing for the submission of the proposition to the qualified electors of the City at a special election; requesting that the Spokane County auditor to hold a special election for the proposition on February 14, 2017; and providing for other matters properly related thereto. (Relates to ORD C35453)

Council President Stuckart

ORD C35450 Relating to earned sick and safe leave in the City of Spokane; amending sections 9.01.010, 9.01.020, 9.01.030, 9.01.060, 9.01.080, and 9.01.090 of the Spokane Municipal Code.

Council President Stuckart

ORD C35451 Relating to public records requests; amending SMC section 1.04A.030 and adopting a new section to chapter 17G.050 of the Spokane Municipal Code.

Mike Piccolo

ORD C35453 Updating the annual City of Spokane property tax levy for 2017. (Relates to RES 2016-0093)

Tim Dunivant

ORD C35423 Vacation of portions of North Center Street, North Crescent Avenue, Ross Court, Hamlin Street and a portion of a nearby alley as requested by Avista and Riverview Retirement Community. (Logan Neighborhood)

Eldon Brown

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

HEARINGS

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

RECOMMENDATION

H1. Hearing on 2017 Proposed Budget.
Tim Dunivant

Hold Hrg. &
Cont. to
11/21/2016

FIN 2016-0001

- | | | | |
|-----|--|--------------------------------|------------|
| H2. | Hearing on Ordinance C35452 regarding Roadway Naming and Addressing; amending SMC sections 17A.020.120; 17A.020.180; 17A.020.190; repealing section 17D.050; and enacting a new section 17D.050A to chapter 17D of the Spokane Municipal Code. Tami Palmquist | Pass Upon
Roll Call
Vote | ORD C35452 |
|-----|--|--------------------------------|------------|

**Motion to Approve Advance Agenda for November 14, 2016
(per Council Rule 2.1.2)**

OPEN FORUM (CONTINUED)

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The November 14, 2016, Regular Legislative Session of the City Council is adjourned to November 21, 2016.

NOTES



Agenda Sheet for City Council Meeting of: 11/14/2016

Date Rec'd	11/2/2016
Clerk's File #	PRO 2016-0037
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	CRYSTAL 625-6369 MARCHAND
Contact E-Mail	CMARCHAND@SPOKANECITY.ORG
Agenda Item Type	Report Item
Agenda Item Name	0410 - SET HEARING FOR CITYWIDE CAPITAL IMPROVEMENT PROGRAM, 2017-2022

Agenda Wording

Set Hearing for November 28, 2016 for the Citywide Capital Improvement Program, 2017-2022.

Summary (Background)

In accordance with the State Growth Management Act and the City of Spokane's Spokane Municipal Code (SMC) Chapter 7.17, the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2017 Budget, the first year of the Program reflects the 2017 budget.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	Finance Committee 10/3/16, 11/7/16; Plan Commission 8/24/16, 9/14/16 (workshops), 10/26/16 (hearing)
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	kemiller@spokanecity.org	
<u>For the Mayor</u>	COTE, BRANDY	tdunivant@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

BRIEFING PAPER

Finance

November 2, 2016

Subject:

Setting hearing date of November 28th for an ordinance adopting a six-year Citywide Capital Improvement Program for the years 2017-2022, and amending Section 5.5 Capital Facilities Program of the City's Comprehensive Plan.

Background:

GMA provides that proposed amendments to a comprehensive plan may be considered by the governing body of a city no more frequently than once per year, but further provides that amendments to the capital facilities element of a comprehensive plan may be considered outside of this annual process where the amendment is considered concurrently with the adoption or amendment of a city budget.

City of Spokane's Spokane Municipal Code (SMC) chapter 7.17 indicates the City's must adopt and annually update a Citywide Six-Year Capital Improvement Program. The Program must be updated annually as part of the budget process. With the approval of the 2017 Budget, the first year of the Program reflects the 2017 budget.

SMC Chapter 7 also indicates that to determine the Program's consistency with the Comprehensive Plan it shall be reviewed by the City Plan Commission. Two Plan Commission workshops were held on August 24, 2016 and September 14, 2016. A Plan Commission hearing was held on October 26, 2016. The Citywide Improvement Program was found to be consistent with the Comprehensive Plan.

Council members will be briefed on November 7, 2016 during the Finance Committee meeting regarding the status of the Program and an overview of the capital projects in the 2017-2022 Program.

The 2017-2022 Citywide Six-Year Capital Improvement Program can be viewed on line at: <http://www.myspokanebudget.org>

Impact:

In order to comply with the provisions of the Growth Management Act, the City's SMC's and qualify for grant and low interest loan funds, it is required that the City maintain a Capital Improvement Program for the respective utilities and departments that have capital needs.

Action:

City Council will be requested to set a November 28, 2016 hearing for the adoption the 2017-2022 Citywide Capital Improvement Program.

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2017-2022 CITYWIDE CAPITAL IMPROVEMENT PROGRAM

A Recommendation of the City Plan Commission certifying that the 2017-2022 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.

FINDINGS OF FACT:

A. In May 2001, the City of Spokane adopted its Comprehensive Plan under the Growth Management Act (Chapter 36.70A RCW or "GMA").

B. The City's Comprehensive Plan is required to be consistent with the GMA.

C. The GMA requires that the City's annual CIP shall be in conformance with the City's Comprehensive Plan.

D. The 2017-2022 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.

E. The City Plan Commission held two workshops on August 24th and September 14th, 2016, to obtain public comments on the 2017-2022 Six Year Citywide CIP.

F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2017-2022 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.

ACTION: Motion to accept the staff's Findings of Fact A through F.

CONCLUSIONS:

A. The 2017-2022 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.

B. The 2017-2022 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.

ACTION: Motion to accept conclusions A and B by staff as conclusions of the Plan Commission.

RECOMMENDATIONS:

A. The Spokane City Plan Commission is certifying that the 2017-2022 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by

RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

B. By a vote of 6 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.

A handwritten signature in blue ink, appearing to read "Dennis Dellwo", is written over a horizontal line.

**Dennis Dellwo, President
Spokane Plan Commission**

NOTICE



PRO 2016-0037 — The 2017-2022 Citywide Six-Year Capital Improvement Program can be viewed on line at: <http://www.myspokanebudget.org>.

In addition the Program will be available for viewing at the City Clerk's Office — 5th Floor, City Hall (clerks@spokanecity.org or 509.625.6350).

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

11/14/2016

Date Rec'd

11/1/2016

Clerk's File #

OPR 2016-0888

Renews #**Cross Ref #****Submitting Dept**

POLICE

Contact Name/Phone

KEVIN KING 509.625.4514

Project #**Contact E-Mail**

KKing@SPOKANEPOLICE.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

BALLISTIC VESTS

Agenda Wording

New Value Blanket approval utilizing NASPO Contract #07115 for the purchase of Ballistic Body Armor from Washington distributor, Galls LLC, DBA, Blumenthal Uniforms Co.

Summary (Background)

This Ballistic Body Armor is essential gear for police officers. Value Blanket term is August 1, 2016 through July 31, 2017. The department would like to purchase approximately ninety-five (95) Ballistic Body Armor. Estimated VB amount is one hundred five thousand dollars (\$105,000.00). This amount also includes sales tax. NASPO contract replaces contract WSCA 02711 and the new term is August 1, 2016 through March 15, 2018.

Fiscal Impact

Expense \$ 105,000

Select \$

Select \$

Select \$

Budget Account

0680-11410-21250-53205-99999

#

#

#

Approvals**Dept Head**

LUNDGREN, JUSTIN

Division Director

LYNDS, SARAH

Finance

KECK, KATHLEEN

Legal

WHALEY, HUNT

For the Mayor

COTE, BRANDY

Council Notifications**Study Session**

September 21, 2016

Other**Distribution List**

ewade, mmartinez, slynds, achirowamangu, kclear,

dloucks

Additional Approvals**Purchasing**

PRINCE, THEA

tprince@spokanecity.org

cwahl@spokanecity.org

Briefing Paper
City of Spokane-Public Safety Committee
Spokane Police Department
Blumenthal's Ballistic Body Armor Contract
November 7, 2016

Subject

New Value Blanket approval utilizing NASPO Contract #07115 for the purchase of Ballistic Body Armor from Washington distributor, Galls LLC, DBA, Blumenthal Uniforms Co.

Background

A Value Blanket utilizing NASPA Contract #07115 for the purchase of Ballistic Body Armor from Galls LLC, DBA, Blumenthal Uniforms Co.. This Ballistic Body Armor is essential gear for police officers.

Value Blanket term is August 1, 2016 through July 31, 2017. The department would like to purchase approximately ninety-five (95) Ballistic Body Armor. Estimated VB amount is one hundred five thousand dollars (\$105,000.00). This amount also includes sales tax.

NASPO contract replaces contract WSCA 02711 and the new term is August 1, 2016 through March 15, 2018.

Action

Approve Ballistic Body Armor value blanket contract extension for purchase of Ballistic Body Armor under NASPO Contract #07115 from Galls LLC, DBA, Blumenthal Uniforms Co.

Funding

General fund

Contract 07115 Body Armor (NASPO)

Pricing and Ordering

Contractor(s): [GH Armor Systems, Inc.](#)
[KDH Defense Systems](#)
[Survival Armor](#)
[U.S. Armor](#)
[Point Blank Body Armor](#)
[Armor Express](#)
[The Safariland Group](#)

Contract Administrator: Melanie Williams
 (360) 407-9399
melanie.williams@des.wa.gov

Vendor Contact Information

Company	GH Armor Systems, Inc.		
Name	Tracy Jones		
Address	1 Sentry Drive, PO Box 280 Dover, TN 37058		
Phone	206.579.8377	Email	tracey@rmrubicon.com
Website	http://www.gharmorsystems.com/		
Pricing and Distributor List	http://www.naspovaluepoint.org/#/contract-details/66/contractor/360		

Company	KDH Defense Systems, Inc.		
Name	Julie Kiselica		
Address	750A Fieldcrest Rd. Eden, NC 27288		
Phone	214.406.7539	Email	jkiselica@kdhdefense.com
Website	http://www.kdhdefensesystems.com/		
Pricing and Distributor List	http://www.naspovaluepoint.org/#/contract-details/66/contractor/362		
	Washington Customers add .74% to the posted contract pricing for KDH.		

Contract 07115 Body Armor (NASPO)
Pricing and Ordering

Company	Renegade Armor. LLC		
Name	Ace Laserna		
Title	Director-Business Development		
Address	10950 Pierson Drive, Suite 700		
	Fredericksburg, VA 22408		
Phone	540.226.5354	Email	Ace@renegade-armor.com
Website	http://www.renegade-armor.com/		
Pricing and Distributor List	http://www.naspovaluepoint.org/#!/contract-details/66/contractor/363		

Company	Survival Armor, Inc.		
Name	Cathy Lowe		
Title	Vice President Domestic Sales and Marketing		
Address	12621 Corporate Lakes Drive, Unit 8		
	Fort Meyers, FL 33913		
Phone	239.210.0891	Email	cathylowe@survivalarmor.com
Website	http://www.survivalarmor.com/		
Pricing and Distributor List	http://www.naspovaluepoint.org/#!/contract-details/66/contractor/364		

Company	US Armor Corporation		
Name	Stephen Armellino		
Title	President		
Address	10715 Bloomfield Ave.		
	Sante Fe Springs, CA 90670		
Phone	562.207.4240	Email	stevea@usarmor.com
Website	http://www.usarmor.com/		
Pricing and Distributor List	http://www.naspovaluepoint.org/#!/contract-details/66/contractor/365		

Contract 07115 Body Armor (NASPO)
Pricing and Ordering

Company	Point Blank Armor, Inc.		
Name	Camila Oliveira		
Address	2102 SW 2 nd Street		
	Pompano Beach, FL 33069		
Phone	562.207.4240	Email	stevea@usarmor.com
Website	www.pbarmor.com		
Pricing and Distributor List	http://www.naspovaluepoint.org/#/contract-details/66/contractor/366.org/#/contract-details/66/contractor/366		

Company	Armor Express		
Name	Kristin Landis		
Address	7915 Cameron St., PO Box 516		
	Central Lake, MI 49622		
Phone	231.544.6090	Email	klandis@armorexpress.com
Website	www.armorexpress.com		
Pricing and Distributor List	http://www.naspovaluepoint.org/#/contract-details/66/contractor/367		

Company	The Safariland Group, LLC		
Name	Matt Lombard		
Address	13386 International Parkway		
	Jacksonville, FL 32218		
Phone	503.310.2884	Email	matt.lombard@safariland.com
Website	www.safariland.com		
Pricing and Distributor List	http://www.naspovaluepoint.org/#/contract-details/66/contractor/368		



Contract Summary

Body Armor NASPO



Contract#: 07115 **Replaces:** 02711

This is a NASPO ValuePoint contract led by the state of Colorado to provide personal body armor. The state of Washington has signed a participating addendum to use this contract. Customers have the option of utilizing any of the awarded vendors. Please note that pricing varies between vendors. Customers should utilize the vendor that best meets their needs.

- Ballistic Concealable Vest: Protection Level IIA, II, IIIA, III, and IV.
- Ballistic Tactical Vest: Protection Level IIA, II, IIIA, III, and IV.
- Stab Resistant Concealable Vest: Spike or Edged Blade: Protection Level 1, 2, and 3.
- Stab Resistant Tactical Vest: Spike or Edged Blade: Protection Level 1, 2, and 3.
- Combination Concealable Vest: Ballistic and Spike and/or Edged Blade.
- Combination Tactical Vest: Ballistic and Spike and/or Edged Blade.
- K-9 Ballistic Vest: Level IIA, II, IIIA, 2 and 3.
- K-9 Stab Resistant Vest: Level IIA, II, IIIA, 2 and 3.
- K-9 Combination Vest: Level IIA, II, IIIA, 2 and 3.
- Ballistic Helmets: Level IIA, II, and IIIA.
- Ballistic Shields: Hard and Soft: Level I, IIA, II, IIIA, III, and IV.
- Accessories
 - a) Ballistic: Hard and soft trauma plates; Groin, yoke, bicep, collar and throat protectors; Shield window
 - b) Non-Ballistic: Carriers: Uniform Shirt, Concealable, and Tactical; Pouches; Replacement vest straps; ID patches; Carry bags; Concealed and Tactical vests, Shield, and Helmet; Helmet: face shield, equipment rails, pads, suspension; Shield: LED lights, shoulder straps, logos

Current Term Start Date: 08-01-2016

Award Date: 03-21-2016

Est. Annual Worth: \$1,541,385

Current Term Ends On: 03-15-2018

Final Term Ends On: 03-15-2021

Commodity Code(s): 680-08

Diversity: 0% WBE 0% MBE

Contact Info: Master Contracts & Consulting – Melanie Williams at (360) 407-9399 or melanie.williams@des.wa.gov

Who can use this contract?

- » [Organizations with Master Contract Usage Agreements](#)
- » [Oregon Coop Members](#)

Current Documents

Historical Documents

Resources

- » [Pricing & Ordering](#)

- » [Contract Comments](#)
- » [Vendor and Contract Performance Feedback](#)

» [Contract & Amendments](#)

» [Best Buy Form](#)

Contractors	OMWBE	Veteran	Small Business
CENTRAL LAKE ARMOR EXPRESS, INC. - W23711		N	N
GH ARMOR SYSTEMS INC. - W20584		N	N
KDH DEFENSE SYSTEMS, INC - W58875		N	N
POINT BLANK ENTERPRISES - W23676		N	N
RENEGADE ARMOR, LLC - W59244		N	Y
SAFARILAND, LLC - W23137		N	N
SURVIVAL ARMOR, INC - W21063		N	N
US ARMOR CORP - W7356		N	N

M=OMWBE Certified Minority Owned **W**=OMWBE Certified Women Owned **MW**=OMWBE Certified Minority Women Owned

[NASPO ValuePoint](#)

The NASPO ValuePoint Cooperative Purchasing Organization (formerly WSCA-NASPO) creates multi-State contracts in order to achieve cost-effective and efficient acquisition of quality products and services. NASPO VP contracts maximize cost avoidance, reduce individual state administrative costs, and encourage market competition and product availability through standard specifications and consolidated requirements. NASPO VP contracts are available for use by public agencies when approved by the State Purchasing Director. [List of current NASPO ValuePoint contracts](#)



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

11/14/2016

Date Rec'd

10/28/2016

Clerk's File #

OPR 2016-0889

Renews #**Cross Ref #****Submitting Dept**INTEGRATED CAPITAL
MANAGEMENT**Contact Name/Phone**BRANDON 625-6419
BLANKENAGEL**Project #**

2014059

Contact E-Mail

BBLANKENAGEL@SPOKANECITY.ORG

Bid #

RFQ 4219-16

Agenda Item Type

Contract Item

Requisition #

BT

Agenda Item Name

4250 - MILLWOOD TRAIL PROJECT - ALTA PLANNING

Agenda Wording

Millwood Trail Alignment Study - Consultant Agreement with Alta Planning & Design

Summary (Background)

The Millwood Trail extends from Spokane Community College to Felts Field. A CMAQ grant was awarded to study and develop the trail alignment. City staff worked through a consultant selection process for the alignment study. The RFQ received four consultant submittals. A review committee interviewed and selected the best qualified applicant which is Alta Planning, teamed with Century West Engineering. A scope of services has been agreed upon.

Fiscal Impact**Budget Account**

Expense \$ 169,167.00

3200 95075 95100 56501 99999

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

Public Works 10/24/16

Finance

KECK, KATHLEEN

Distribution List**Legal**

RICHTMAN, JAMES

Engineering Admin

For the Mayor

COTE, BRANDY

bblankenagel@spokanecity.org

Additional Approvals

kkeck@spokanecity.org

Purchasing

PRINCE, THEA

mhughes@spokanecity.org

kschmitt@spokanecity.org

cbrazington@spokanecity.org

cwahl@spokanecity.org

BRIEFING PAPER
Public Works Committee
Integrated Capital Management
October 24, 2016

Subject

Millwood Trail Alignment Study – Consultant Selection

Background

The Millwood Trail within the city limits extends from Spokane Community College (Greene Street at South Riverton Ave) to Felts Field (Rutter Avenue at Fancher Way). The eventual build-out of the trail would extend through the City of Millwood. A CMAQ grant was awarded to study and develop the trail alignment.

City staff worked through a consultant selection process to get this trail alignment study underway. The RFQ, advertised in July, received four consultant submittals. A review committee, following Washington State Local Agency Guidelines, interviewed and selected the best qualified applicant which is Alta Planning, teamed with Century West Engineering. A scope of services has been negotiated as attached.

The study contract will involve real estate investigation, boundary survey, stakeholder input and public outreach. The completion of the study will include delivery of a study report for alignment recommendations as well as initial (30%) design layouts.

Impact

This contract with Alta Planning will facilitate a study of the Millwood Trail alignment. The cost of this study contract is \$153,788 plus \$15,379 to cover 10% administrative reserve. The total contract agreement will be \$169,167.

These costs are covered by a federal grant through the Congestion Mitigation and Air Quality program. City match requirements for this grant are 13.5%, and will be covered by REET.

Action

Approve this contract with Alta Planning & Design, Inc. for the Millwood Trail Study.



City of Spokane

CONSULTANT AGREEMENT

Project Number: 2014059

**MILLWOOD TRAIL; FROM SPOKANE COMMUNITY
COLLEGE TO FELTS FIELD**

This Agreement is made and entered into by and between the City of Spokane as ("City"), a Washington municipal corporation, and **ALTA PLANNING & DESIGN**, whose address is 711 SE Grand Avenue, Portland, Oregon 97214 as ("Consultant").

*WHEREAS, the purpose of this Agreement is to conduct an alignment study of the Millwood Trail;
and*

WHEREAS, the Consultant was selected from RFQ number 4219-16, dated July 11, 2016.

*-- NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of
the Scope of Work contained herein, the City and Consultant mutually agree as follows:*

1. TERM OF AGREEMENT.

The term of this Agreement begins on October 20, 2016, and ends on December 31, 2017, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Consultant shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Agreement shall not be extended because of delays for which the Consultant is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Consultant's control.

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Exhibit A, which is attached to and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. PAYMENT.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED SIXTY NINE THOUSAND ONE HUNDRED SIXTY SEVEN AND NO/100 DOLLARS (\$169,167.00)**, including a ten percent (10%) Administrative Reserve unless modified by a written amendment to this Agreement.

Compensation shall be based upon a Lump Sum arrangement and further payment details attached hereto as Exhibits B.

5. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Consultant's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate (*excluding the "Incidental" portion of the published CONUS Federal M&I Rate*) for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may include a four percent (4%) mark up. Copies of all Subconsultant invoices that are rebilled to the City are required

6. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:
CITY OF SPOKANE INTEGRATED CAPITAL MANAGEMENT DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):
<ul style="list-style-type: none">• Invoice Date and Invoice Number• INTEGRATED CAPITAL MANAGEMENT DEPARTMENT• Project Coordinator: Brandon Blankenagel (Please do not put name in the address portion of the invoice)• Department Contract No. OPR #2016-0889• Contract Title: Millwood Trail• Period covered by the invoice• Project Title = A Project is described as listed on the six (6) year Capital Improvement Program (CIP)• Lump Sum Payments for Services shall be in accordance with Exhibit B – Lump Sum• Employee's name and classification• Employee's all-inclusive hourly rate excluding fixed fee and # of hours worked• Total labor costs per Project• Itemization of direct, non-salary costs (per Project, if so allocated)• The Sub-Consultant payment information will be provided (attach Sub-Consultant invoices as backup):• Cumulative costs per Project and for the total Agreement

7. TAXES, FEES AND LICENSES.

- A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.

Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
Integrated Capital Management Department City of Spokane 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, Washington 99201	ALTA PLANNING & DESIGN 711 SE Grand Avenue Portland, Oregon 97214

10. SOCIAL EQUITY REQUIREMENTS.

- A. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and the State and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage which arise from the Consultant's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the conduct of the City, its agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant's agents or employees and (b) the City, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the City of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the Consultant, its agents or employees. The Consultant specifically assumes potential liability for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Agreement.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

12. INSURANCE.

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement. This Agreement shall be interpreted and construed in accord with the laws of Washington.

The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

During the period of the Agreement, the Consultant shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Consultant shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. AUDIT.

Upon request, the Consultant shall permit the City and any other governmental agency ("Agency") involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Consultant shall permit the City to copy such books and records at its own expense. The Consultant shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

- A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.
- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Consultant identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

The Consultant shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Consultant shall incorporate by reference this Agreement, except as otherwise provided. The Consultant shall ensure that all subconsultants comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the consultant from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses

the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. 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. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

21. CONFIDENTIALITY.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act*) all materials received or created by the City of Spokane are **public records**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material. Some records or portions of records are legally *exempt from disclosure* and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Consultant must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Spokane's process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction. For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary): You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products.

Contract Work Products: If you wish to assert exemptions for your contract work products you must notify the City Project Manager at the time such records are generated.

Please note the City cannot accept a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

City's Response to a Public Records Act Requests: The City will prepare two versions of your materials:

Full Redaction: A public copy that redacts (blacks out) both the exemptions (such as social security numbers) identified by the City and also materials or text you identified as exempt. The fully redacted version is made public upon contract execution and will be supplied with no notification to you.

Limited Redaction: A copy that redacts (blacks out) only the exemptions (such as social security numbers) identified by the City. This does not redact (black out) exemptions you identified. The Limited Redaction will be released only after you are provided "third party notice" that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If any requestor seeks the Limited Redacted or original versions, the City will provide you "third party notice", giving ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes.

Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For City's Convenience: The City may terminate this Agreement without cause and including the City's convenience, upon written notice to the Consultant. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than ninety (90) business days prior to the effective date of termination.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at

the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

ALTA PLANNING & DESIGN

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

David A. Condon
Type or Print Name

Title

Mayor
Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments: Exhibit A – General Scope of Work
Exhibit B – Lump Sum Payment Methodology
Exhibit C – Millwood Trial Planning and Engineering Services Budget

16-rrr

EXHIBIT B

(LUMP SUM)

The Consultant shall be paid by the City using this payment method for completed work and services rendered under this Agreement as provided hereinafter. The payment shall be lump sum compensation for all work performed or services rendered to complete the work specified in Section 3, "Scope of Work" and when this payment method is specifically called for within Task Specific Detailed Scope and Fee Descriptions in Exhibits A.

- A. LUMP SUM AGREEMENT. Payment for all services for each Project shall be on the basis of a lump sum amount as detailed in Task Specific Detailed Scope and Fee Descriptions.
1. The Consultant may retain subconsultants on either a Negotiated Hourly Rate of Pay or Lump Sum basis.
 2. Direct Nonsalary Cost. Direct nonsalary costs will be included in Lump Sum amounts. These costs may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and subconsultant costs.
 - a. Consultant costs may include a Subconsultant markup of four percent (4%).
 - b. Direct nonsalary costs will include charges directly identifiable with and necessary for the Project.
 - c. The Consultant shall maintain the original supporting documents in its office.
 3. Maximum Total Amount Payable. The Maximum Total Amount Payable does not include payments for extra work as stipulated in 24, Expansion for New Work.
- B. MONTHLY PROGRESS PAYMENTS. Partial payments may be made upon request by the Consultant to cover the percentage of work completed and are not to be more frequent than one (1) per month.
- C. FINAL PAYMENT. Final payment of any balance due the Consultant of the gross amount earned will be made promptly upon its verification by the City after the completion of the work under this Agreement, contingent upon receipt of all Deliverables which are required to be furnished under this Agreement. Acceptance of the final payment by the Consultant shall constitute a release of all claims for payment which the Consultant may have against the City unless such claims are specifically reserved in writing and transmitted to the City by the Consultant prior to its acceptance. The final payment shall not, however, be a bar to any claims that the City may have against the Consultant or to any remedies the City may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and that at the time of final audit, all required adjustments will be made and reflected in a final payment. In the event that the final audit reveals an overpayment to the Consultant, the Consultant agrees to refund the overpayment to the City within ninety (90) days of notice of any payment. The refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding of the City of overpayment.



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Salt Lake City, UT 84111
(801) 746-1435
www.altaplanning.com

City of Spokane, Millwood Trail: Scope of Work

Task 1: Project Management and Coordination

The Alta team actively practices open, transparent, and consistent communication with our clients. Alta will manage technical aspects of this plan, including quality assurance and quality control, and will provide regular reports on the status of the project budget, work effort progress, and schedule. Throughout the project, there will be ongoing coordination between the Alta Project Manager, David Foster, and the City of Spokane Project Manager – including email, telephone calls, and written communication to keep the City apprised of progress. We propose holding bi-weekly meetings or calls to keep the project on schedule, on budget, and meet the City's expectations.

TASK 1.1 KICK-OFF AND EXPECTATIONS CONFERENCE CALL

Alta will initiate the project by conducting a conference call with the consultant team and the City of Spokane Project Manager. During the call, we will review the project approach and schedule, establish stakeholder contacts, and agree on and review required elements and standards for the proposed trail. Changes to the scope of work will be made (if necessary) at the conclusion of this meeting.

TASK 1.2 ENVIRONMENTAL PERMITTING SCHEDULE

Century West will lead the environmental permitting tasks including development of NEPA, JARPA, SEPA, and Shoreline/CUP permitting. GeoEngineers will lead the Phase I Environmental Site Assessment. The Alta team will submit a schedule listing the proposed dates, milestones, and timeframes to complete permitting activities

Exclusions: Full Biological Assessment and Wetlands Delineation

TASK 1.3 PROJECT ADVISORY COMMITTEE MEETINGS

Alta will conduct up to four Project Advisory Committee (PAC) meetings with the departments and participants selected by the City's Project Manager. The PAC will provide feedback to the consultant project team on the deliverables and Working Papers developed throughout the planning process. Alta will prepare handouts, graphics, presentations, and record meeting summaries for each PAC meeting.

Task 1 Deliverables: Project Management & Coordination

City of Spokane Deliverables	Consultant Deliverables
<ul style="list-style-type: none"> Ongoing coordination with Alta Project Manager, including email, telephone calls, and written communication Regular, bi-weekly coordination meeting attendance or telephone calls with Alta Project Manager Kick-off and expectations meetings attendance 	<ul style="list-style-type: none"> Ongoing coordination with City of Spokane Project Manager, including email, telephone calls, and written communication Regular, bi-weekly coordination meeting attendance or telephone calls with City of Spokane Project Manager Facilitate and provide materials for kick-off and expectations meeting

<ul style="list-style-type: none"> • Selection of departments and participants for the Project Advisory Committee (PAC) • Project Advisory Committee (PAC) meetings attendance; up to four (4) meetings • Oversee City-led deliverables 	<ul style="list-style-type: none"> • Facilitate and provide materials, handouts, graphics, and presentations for up to four (4) Project Advisory Committee (PAC) meetings • Meeting summaries from up to four (4) PAC meetings • Proposed environmental permitting schedule
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Task 2: Existing Conditions Report

TASK 2.1 ROW RESEARCH /BOUNDARY SURVEY

Century West, with the support of Surveyor, will lead research of the current and historical ROW ownership and any easements or license agreements that may impact the corridor. Century West will supply a memo and Surveyor will supply the plat map illustrating the various easements, license agreements, and ownership issues that could influence the trail's alignment. City will provide Title Reports for the trail alignment property.

LandTek will conduct a boundary control survey of the preferred alignment from Task 4. The survey will establish primary survey control points in three locations with NAD83 (2011) horizontal datum and NAVD88 vertical datum. Section corners and adjoiner parcel monumentation established by previous surveys along the trail will be located. Lots, blocks, street rights of way and parcel lines based on recovered survey evidence and legal descriptions of record will be computed. A base map will be prepared showing the results of the boundary control survey. Title reports for locatable easements will be reviewed and plotted for the base map.

Exclusions:

- Title reports and supporting documents, as necessary, will be provided by the City of Spokane.
- Monumentation of boundary corners and/or boundary lines is excluded.
- Perpetuation of existing survey monuments per the requirements of WAC 332-120 is excluded.

TASK 2.2 REVIEW OF EXISTING PLANS OR STUDIES

The Alta team will collect and review existing plans, and reports in order to gain an understanding of the background and specific needs of the Millwood Trail corridor, including the:

- North Spokane Valley Corridor Plan and reports
- Spokane Pedestrian Master Plan
- Spokane Bikeways Master Plan
- Spokane Community College-North Spokane Corridor Interface Planning (or other campus planning documents)
- Approved or in-progress development plans for parcels adjacent to the trail corridor

Relevant recommendations from these planning efforts will be mapped, documented, and compiled for incorporation in the Existing Conditions Report.

TASK 2.3 FIELD INVESTIGATION

The Alta team will conduct a field inventory of the corridor, including photographing, tracking via GPS, noting on base maps, and otherwise recording conditions observed in the field. We will also compare field notes, photographs, and notes with maps, aerial photos, and other documents in order to confirm existing conditions.

TASK 2.4 OPPORTUNITIES AND CONSTRAINTS ANALYSIS

Alta will develop a detailed summary of opportunities and constraints for the Millwood Trail corridor. This will include adjacent land uses, properties that may conflict with the trail, high speed, high truck traffic, or high-volume road crossings; scenic viewpoints, opportunities for alignments off of the historic railroad grade, and other relevant existing features that could influence the trail alignment and design.

Alta will rely on the City of Spokane to provide existing background information including aerial photographs, parcel ownership information, existing pathways and easements, flood mapping, utility information, any prior studies relating to environmental issues, land use actions, historical resources, and transportation data. The consultant project team will supplement the background information by conducting a field inventory of the project area, focusing this effort on the potential trail corridor.

The team will then synthesize this data into a user-friendly map. Opportunities and constraints will be clearly identified, as well as the potential alignment options for the trail.

Task 2 Deliverables: Existing Conditions Report

City of Spokane Deliverables	Consultant Deliverables
<ul style="list-style-type: none"> • Provide existing background information, including: <ul style="list-style-type: none"> ○ Aerial photographs ○ Parcel ownership information ○ Existing pathways and easements ○ Flood mapping ○ Utility information ○ Prior studies relating to environmental issues ○ Prior studies and planning documents not available on the Internet ○ Land use actions ○ Historical resources ○ Transportation data • Single list of non-contradictory comments on the existing conditions report • Oversee City-led deliverables 	<ul style="list-style-type: none"> • Draft and Final Working Paper #1: Existing Conditions Report, including <ul style="list-style-type: none"> ○ ROW research memo and boundary survey describing ownership, easements, and license agreements that may impact the development of a trail within the former Great Northern ROW ○ Summary of existing plans and studies ○ Opportunities and constraints analysis and mapping

Task 3: Public Outreach

TASK 3.1 PUBLIC ENGAGEMENT PLAN

Our team will develop a public engagement plan to identify outreach methods, participants, dates, times, formats, and goals for each meeting. The plan will also define, in collaboration with the City's Project Manager, a roster for the PAC. The public engagement plan (Working Paper #2) will be submitted to the City's Project Manager for review.

TASK 3.2 STAKEHOLDER LISTENING SESSIONS/SITE WALKS

Certain project stakeholders may not be available to attend public meetings or serve on the PAC; they may be more effectively engaged through in-person meetings or phone calls. The consultant project team will work with the City Project Manager to identify public and private stakeholders to be interviewed. These stakeholders may include Spokane Airport staff, City of Spokane Engineering staff (to address coordination with planned utility projects), adjacent property owners, and/or representatives from Union Pacific, Spokane County, Spokane Valley, or any of the Tribes potentially affected by the project. The interviews will be conducted by the Alta team, City Project Manager, and other core team members as needed.

TASK 3.3 ONLINE PUBLIC ENGAGEMENT

Creating a project website will allow the Alta team and the City to present general project information in an easily-accessible format. The website will also house feedback tools such as the public survey. The survey will be developed (with PAC review) to solicit feedback on destinations, constraints, opportunities, desired amenities, and questions that will inform the overall branding and identity direction. Our team will produce a graphic summary illustrating response trends and results to be included in the Existing Conditions Report.

TASK 3.4 PUBLIC WORKSHOPS

The Alta team proposes conducting two public workshops during the project in addition to the online public engagement proposed in Task 3.3. Alta's public involvement approach focuses on engaging people in meaningful ways so that trail users, adjacent property owners, and stakeholders are integral to the planning and design process. Topics for these two meetings will preliminarily consist of:

- Existing conditions and alternative alignments: During this discussion, we will gather feedback on user preferences and gauge support for the various alternatives.
- Preliminary design: Our team will present a draft of the 30% design reflecting typical trail cross-sections, kit of parts/materials, landscaping, trail amenities, and the preferred alignment.

The first public workshop will occur during the preliminary design phase in order to solicit public input on issues such as trail alignment options, desired connections, trail surfacing, trail street crossing strategies, branding, and trail amenities (e.g., landscaping, site furniture, and lighting). During the second workshop, the project team will present the preferred alignment with refined trail amenities and treatments. Participants may be asked to prioritize improvements at the second workshop to help inform future funding and construction phasing (Task 5.4).

Task 3 Deliverables: Public Outreach

City of Spokane Deliverables	Consultant Deliverables
<ul style="list-style-type: none"> • Single list of non-contradictory comments on public engagement plan • Stakeholder meeting attendance • Single list of non-contradictory comments on draft website materials • Single list of non-contradictory comments on draft public meeting materials • Attendance at public workshops • Oversee planning of meeting logistics for all meetings listed in Task 3 • Oversee City-led deliverables 	<ul style="list-style-type: none"> • Draft and Final Working Paper #2: Public Engagement Plan (presented at first PAC meeting) that will note planned outreach activities, dates, times, agendas, and formats • Facilitate up to six (6) stakeholder listening sessions • Meeting summaries from stakeholder listening sessions • Draft and Final project website content that allows public input and provides project status updates for the duration of the contract • Attendance by two consultant team members to two (2) public workshops • Draft and Final public workshop meeting materials (agenda, presentation boards, presentation) • Summary of public workshop feedback

Task 4: Preliminary Design

TASK 4.1 TRAIL DESIGN GUIDELINES

The Alta team will develop design guidelines to support a consistent trail experience for the Millwood Trail. Design guidelines will reflect typical proposed treatments to be applied throughout the corridor. Guidance will be reflective of national sources and reference material such as MUTCD, NACTO, and AASHTO. Development of design recommendations for the trail may include:

- Trail sections (typical and constrained)
- Amenities and support facilities (e.g., benches, bike racks, trailhead improvements, and connections to public transit at the SCC transit stop)
- Trail surfacing, which may include including alternatives to asphalt or concrete
- Street crossings
- Historical and cultural interpretation elements which tie to Spokane's use of the river for power, transportation of goods, and prior water infrastructure along the banks of the river including the Spokane Waterworks Park
- Use of the Spokane River as an recreational resource River access
- Spur connections to complimentary adjacent uses such as Spokane Community College

- Special safety and security treatments for adjacent uses such as Felt's Field and the Washington Readiness Center
- Landscaping
- Fencing and other buffer treatments
- Horizontal and vertical clearances for trail users
- Wayfinding elements
- Signs (directional and regulatory)
- Lighting
- Gradients
- Drainage
- Trail maintenance

TASK 4.2 TRAIL ALIGNMENT ALTERNATIVES

The Alta team will develop and evaluate multiple alignment alternatives during the NEPA/SEPA process for the Millwood Trail. Alta will also develop conceptual crossing treatments for major and minor street crossings. Based on input from the PAC and the results of the first public workshop, the Alta team will recommend a preferred alignment for the trail. Selection of the preferred alignment may consider the following criteria:

- Trail experience
- Directness, functionality, and efficiency
- Safety and liability
- Environmental impacts and mitigation
- Cost
- Right-of-way acquisition
- Security
- Compatibility with adjacent land uses
- Opportunities for telling significant cultural and natural resource stories
- Public support

Task 4 Deliverables: Preliminary Design

City of Spokane Deliverables	Consultant Deliverables
<ul style="list-style-type: none"> • Single list of non-contradictory comments on Draft Working Paper #3 • Oversee City-led deliverables 	<ul style="list-style-type: none"> • Draft and Final Working Paper #3: Preliminary Design Report, including: <ul style="list-style-type: none"> ○ Trail design guidelines ○ Trail alignment alternatives and preferred alternative

Task 5: 30% Trail Design

TASK 5.1 GEOTECHNICAL INVESTIGATION

GeoEngineers, Inc. will provide initial geotechnical engineering services in support of 30 percent design services. The services will include reviewing in-house information, and publicly available geologic reports and maps as a basis for providing concept-level geotechnical engineering recommendations for the proposed Millwood Trail alignment. Following the literature review, GeoEngineers will complete a reconnaissance of the trail to evaluate near-surface soil conditions and geologic hazards as a basis for 30 percent design-level engineering recommendations. Specific scope of services includes:

- GeoEngineers will conduct a technical literature search and data review. Readily available information pertinent to the project will be obtained and reviewed, including geologic maps, soil survey maps and information in our files that might be pertinent to the subject project. We will consider subsurface information in our files from past work we completed at the Community Colleges of Spokane and Felts Field, for example.
- Upon completion of the literature search and data review, GeoEngineers will conduct a reconnaissance of the project area. Information collected as part of the literature search and data review will be summarized and used in the field. As part of the reconnaissance, GeoEngineers will explore shallow (less than 2 feet deep) subsurface conditions along the proposed trail alignment by completing four to six hand-excavated test pits. GeoEngineers also will walk the proposed trial alignment to observe and document the physical conditions. Preparation of a geotechnical memorandum that summarizes preliminary geotechnical issues that should be considered during design and mitigated during construction. The preliminary geotechnical evaluation will include:
 - A description of the near-surface geology and current topography, including relief in the project area and existing ground slopes;
 - Surficial soil conditions and characteristics in the project vicinity;
 - A summary of the depth to groundwater based on surrounding site information;
 - A discussion of subsurface conditions along the proposed slopes and recommendations for additional slope stability analysis; if necessary; and
 - Preliminary recommendations for pavement thickness in support of a pedestrian trail.

TASK 5.2 ENVIRONMENTAL PERMITTING

Century West, with support from GeoEngineers and Plateau Archaeological Investigations, will lead the environmental permitting and NEPA process. Century West will prepare, submit, monitor, and amend (as necessary) JARPA, SEPA, and NEPA permitting.

To keep the project on schedule, CWE will contact each agency individually prior to submitting JARPA to see that the proper documentation is prepared to expedite the permitting process. This will include discussions and if necessary, site visits with WSDOE (water quality modification), WSF&W (hydraulics), Corp of Engineers (Section 404), and Spokane County (if required).

Century West will work with Plateau Archaeological Investigations to expedite the Cultural Resources Report and will work with SHPO, the Tribes, and other agencies to complete the cultural resources review process. Should the project require a full biological assessment to determine any potential impacts to threatened or endangered plant or

wildlife species, this will be covered by a separate scope and fee. The City of Spokane will be lead agency for SEPA/NEPA. Century West will prepare the checklist and work with the City to get a determination. If the determination is mitigated DNS or ADS, Century West will work to develop a mitigation plan or EIS under a separate scope and fee.

GeoEngineers will support this task by conducting the Phase I ESA. A Phase I ESA researches and evaluates the potential for the risk of current and historical environmental contamination at a site. In general, this is accomplished by conducting interviews, public records search, and reviewing regulatory files, historical archives, and photographs, and performing a site reconnaissance by a qualified individual.

Plateau Archaeological Investigations will conduct the cultural resources survey and Tribal consultation. Century West will include the data in the NEPA/SEPA process.

The goal of the environmental process will be to identify impacts early, determine any required mitigation measures, and prepare the necessary plans to keep the project on schedule and moving toward construction.

Assumptions:

- The appended questionnaire will be completed by a representative from the City of Spokane and returned to GeoEngineers as soon as possible.
- The alignment of the trail and associated parcels for purchase will be evaluated during the Phase I ESA study.
- Phase II ESA and environmental remediation will be conducted as part of the future design study, if warranted.
- This scope of services does not include an environmental compliance audit or an evaluation for the presence of lead-based paint, toxic mold, polychlorinated biphenyls (PCBs) in light ballasts, radon, lead in drinking water, asbestos-containing building materials or urea-formaldehyde insulation in on-site structures or debris or other potentially hazardous building materials. Our scope of services does not include an assessment of vapor intrusion into structures on the property per ASTM Standard E 2600-08. If requested, we can provide additional information regarding these services.
- The City, through Alta, will provide the names and phone numbers of key individuals with knowledge of property use history within the preferred alternative footprint, a map showing the boundaries of properties within the preferred alternative footprint and tax ID numbers for parcels included within the preferred alternative footprint.
- The City will provide the following helpful information, if readily available, prior to the start of our study:
 - Copies of any past ESA and/or audit reports within the preferred alternative footprint;
 - Environmental permits;
 - Registrations for underground and aboveground storage tanks;
 - Material data safety sheets for hazardous substances used or stored on properties within the preferred alternative footprint (if any);
 - Community right-to-know plans pertaining to the preferred alternative footprint;
 - Safety plans pertaining to on-site facilities;
 - Reports regarding geotechnical and/or hydrogeological conditions;
 - Notices of environmental violations and/or environmental liens or property use restrictions;

- Specialized knowledge or experience and commonly known information of which the City is aware regarding the preferred alternative footprint and related environmental conditions; and
- Explanation for any significant difference between purchase price and market value, if properties within the preferred alternative footprint are not known to be contaminated.

TASK 5.3 30% PLANS AND SPECIFICATIONS

The Alta team will provide plan view drawings at a 1"=30' scale showing the alignment of the trail and associated improvements. These drawings will show the trail centerline with station points, pavement edges and shoulder edges, potential fencing, trail crossing improvements, stormwater infrastructure, utility design, conceptual landscape treatments, proposed trail amenities, preliminary grading, and potential impacts to existing vegetation. The plan will also detail the proposed street crossings. Alta's experienced team of designers and engineers will design trail crossings that are comfortable, safe, and functional within the broader transportation network and give preference to trail user in crossing public streets. If pedestrian signals are selected for trail crossings, Alta can also supply traffic modeling to quantify the potential traffic impact.

Alta will provide plans, specifications, and cost estimates to the City, for the purpose of review and comment. Plans will include pavement cross section, utilities, plan and profile, grading plans, stormwater treatment, and any project phasing plan. Based upon the review comments of the City, the plan set will be revised.

TASK 5.4 OPINIONS OF PROBABLE COST AND CONSTRUCTION PHASING

Alta will develop an up to 3-phase implementation approach based on the projected costs and the City of Spokane's available budget for capital construction. Alta will develop planning level costs estimates for infrastructure improvements needed to facilitate development of the trail such including site work and utility improvements. Mitigation for issues discovered during the environmental permitting process and any required land acquisition are excluded. Factors such as Spokane Community College planned improvements, planned roadway improvements, and public input, may factor into the phasing plan.

Task 5 Deliverables: 30% Trail Design

City of Spokane Deliverables	Consultant Deliverables
<ul style="list-style-type: none"> • Single list of non-contradictory comments on Draft Working Paper #4 • Oversee City-led deliverables 	<ul style="list-style-type: none"> • Draft and Final Working Paper #4, including: <ul style="list-style-type: none"> ○ 30% plans, specifications, and estimates ○ Phasing plan ○ Completed environmental permitting (JARPA, SEPA, NEPA) ○ Geotechnical report

EXHIBIT C

Millwood Trail Planning and Engineering Services	
	Task Subtotal
Prepared by Alta Planning+Design, Inc.	
Task Description	
Task 1: Project Management / Coordination	\$15,541
1.1 Kickoff and Expectations Meeting	\$1,991
1.2 Environmental Permitting Schedule	\$1,270
1.3 Project Advisory Committee Meetings	\$12,280
Task 2: Existing Conditions Report	\$29,986
2.1 ROW Research / Boundary Survey	\$16,112
2.2 Review of Existing Plans or Studies	\$1,220
2.3 Field Investigation	\$4,580
2.4 Opportunities and Constraints Analysis	\$8,074
Task 3: Public Engagement	\$14,412
3.1 Public Engagement Plan	\$1,290
3.2 Stakeholder Listening Sessions	\$2,830
3.3 Online Public Engagement	\$3,788
3.4 Public Workshops	\$6,504
Task 4: Preliminary Design	\$17,684
4.1 Trail Design Guidelines	\$7,332
4.2 Trail Alignment Alternatives	\$10,352
Task 5: 30% Trail Design	\$76,165
5.1 Geotech Investigation	\$6,692
5.2 Environmental Permitting	\$30,397
5.3 Preparation of 30% Plans and Concept Report	\$35,614
5.4 Cost Estimates and Construction Phasing	\$3,462
	153,788
Not to Exceed Project Cost	\$153,788

DAVID A. CONDON
MAYOR



CITY OF SPOKANE - PURCHASING
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316
(509) 625-6400
FAX (509) 625-6413

REQUEST FOR QUALIFICATIONS

City of Spokane, Washington

RFQ NUMBER: #4219-16

DESCRIPTION: MILLWOOD TRAIL PLANNING AND ENGINEERING SERVICES

DUE DATE: MONDAY, AUGUST 1, 2016
No later than 1:00 p.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Connie Wahl, C.P.M., CPPB
Purchasing

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1. INTRODUCTION

1.1 BACKGROUND AND PURPOSE

The City of Spokane, through its Integrated Capital Management Department (hereinafter "City") is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms interested in participating on a project to provide professional planning services; preliminary engineering; surveying; environmental permitting; and 30% design for the Millwood Trail.

The Millwood Trail will be a paved shared use trail for bicycles and pedestrians. It will extend from the Spokane Community College campus east to Rutter Ave. near Felts Field. Most of the proposed trail alignment is within the abandoned Great Northern right-of-way, separate portions of which are owned by the City of Spokane, Spokane County, and Washington State.

1.2 MINIMUM QUALIFICATIONS

The Firm must be licensed to do business in the State of Washington. The Firm must have five (5) years of experience in municipal infrastructure planning and engineering design.

1.3 FUNDING

The City has a budget amount not to exceed \$150,000 for this project.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or about October, 2016 and to end on September, 2017.

Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

1.5 DEFINITIONS

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

Firm or Consultant – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer -- Individual or company submitting a Proposal in order to attain a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

1.6 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

2. SCOPE OF SERVICES

PHASE 1 SCOPE OF SERVICES:

The project will require working with staff from the City of Spokane (project lead), and a Project Advisory Committee (PAC) consisting of representatives from Spokane Airports, Spokane Community College, Spokane County and other stakeholders. The City anticipates that the scope of work may include, but not be limited to, any or all of the following listed activities:

- Research current and historical right-of-way ownership, easements, license agreements, and utility use in relation to ownerships an abandonment of the corridor by the railroad.
- Identify and evaluate the feasibility of path route alternatives.
- Identify challenges and coordinate possible solutions to railroad trespass, maintenance access, liability, safety, and right-of-way issues in relation to the trail.
- Recommend alternate routes, trail cross section, width, surface material, fencing locations, trailheads, rest areas, intersection treatments, landscaping, and amenities.
- Recommend a trail crossing design for each arterial street crossing including signals, pavement marking, or signage.
- Develop a public outreach program to ensure community involvement and assist in forming a Project Advisory Committee.
- Conduct open houses and meetings with the community and Project Advisory Committee (PAC) based on the approved public outreach program.
- Coordinate with the City's to determine the existing sewer main and water main requirements and impacts to trail location, as well as planned project within the area. In addition, coordinate other with other dry utilities that may be located along the trail route.
- Prepare a report with a recommended path alignment, path section, arterial crossing configurations, landscaping, and path amenities. The resulting plan should adhere to the current multi-use guidelines recommended by WSDOT, AASHTO, FHWA, MUTCD, and ITE when appropriate. The Firm's recommendations should utilize the most current rails-with-trails research, lessons learned, and best practices for design.
- Develop an outline listing mileposts and timeline to complete all necessary environmental permitting such as JARPA, SEPA, and NEPA in accordance with Federal Grant Requirements in compliance with local jurisdiction Shoreline Management regulations.
- Present the project plan to the City Plan Commission and City Council as needed.

PHASE 2 SCOPE OF SERVICES:

After the Project Advisory Committee has reviewed the preliminary design report and recommended an alignment, the Firm may begin the following activities:

- Create a topographic survey of the recommended alignment.

- Conduct geotechnical investigations where needed to establish trail design parameters.
- Conduct cultural resource survey of alignment.
- Conduct Environmental Site Assessment.
- Prepare 30% plans of the recommended alignment including trail section; appurtenances; arterial crossing; signage; and landscaping.
- Prepare, submit, monitor, (amend as necessary), and complete all required environmental permitting such as JARPA, SEPA, and NEPA in accordance with the Federal Grant in compliance with local jurisdiction Shoreline Management and other pertinent regulations.
- Recommend construction phasing and develop planning level cost estimates for phased improvement projects.
- Present project plans to the Planning Commission and City Council as needed.
- Present project plans to the public as needed.
- Prepare 30% project report discussing alignment; projected use; patch section; trail accessories; arterial crossing designs; and utility coordination and access.

3. GENERAL INFORMATION

3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

	PRIMARY CONTACT	CONTACT FROM JULY 18 TO JULY 25, 2016 ONLY
Name	Marcia F. Davis, PE	Brandon Blankenagel
Address	808 W. Spokane Falls Blvd.	808 W. Spokane Falls Blvd.
City, State, Zip Code	Spokane, WA 99201	Spokane, WA 99201
Phone Number	(509) 625-6398	(509) 625-6419
E-Mail Address	mdavis@spokanecity.org	bblankenagel@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by the RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Qualifications	July 11, 2016
Last date for questions regarding an Addendum	July 18, 2016
Proposals due	August 1, 2016
Evaluate Proposals	August 1 - 8, 2016
Conduct oral interviews with finalists, if required	Mid August, 2016
Announce "Apparent Successful Firm" via e-mail	Late August, 2016
Negotiate contract	Early September, 2016
City Council approval of contract	September 12, 2016
Begin contract work	October 3, 2016

The City reserves the right to revise the above schedule.

3.3 SUBMISSION OF PROPOSALS

A. PREPARATION OF ENVELOPES

Place each copy of the Proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED PROPOSAL - IMPORTANT"

"RFQ #4219-16 MILLWOOD TRAIL PLANNING AND ENGINEERING SERVICES"

"DUE: MONDAY, AUGUST 1, 2016 – 1:00 P.M."

YOUR COMPANY NAME

B. SUBMISSION OF PROPOSALS

Submit One (1) paper original, One (1) paper copy and One (1) reproducible digital copy (thumb drive or CD) of the Proposal to:

City of Spokane – Purchasing
4th Floor – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201-3316

Do not split up electronic Proposal copy into more than 4 electronic documents. Uploading multiple electronic documents can be labor intensive and viewing Proposal copy as a whole during evaluation may be more difficult.

NOTE: Proposals will not be accepted by fax or email

C. DUE DATE

It is the responsibility of the Proposer to be sure its Proposal is sent sufficiently ahead of time to be received no later than 1:00 PM local time on Monday, August 1, 2016.

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. The City reserves the right to not consider Proposals received late. City Hall is now a secured building. If the Proposer is hand delivering a Proposal, note that additional time is required to sign in, receive a visitor's pass, and gain entrance to the building.

Sealed Proposals will be publicly acknowledged at 1:15 p.m., on the due date in the City of Spokane City Hall Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract recommendation has been filed with the applicable Council Committee or the City Clerk for City Council action. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, "Public Records."

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated.

Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information must be directed to the RFQ Coordinator.

3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all known Proposers in receipt of the RFQ. Any pertinent information shall be provided as an addendum to the RFQ.

The City also reserves the right to cancel or reissue the RFQ in whole or in part, prior to final award of a contract.

3.6 ACCEPTANCE PERIOD

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

3.7 RESPONSIVENESS

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of its Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.8 COSTS TO PROPOSE

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ.

3.9 NO OBLIGATION TO CONTRACT

This RFQ does not obligate the City to contract for services specified herein.

3.10 REJECTION OF PROPOSALS

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

3.11 INTERLOCAL PURCHASE AGREEMENTS

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW chapter 39.34. In submitting a response the Proposer agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the Firm's review and approval at the time of a requested contract. The Firm's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.

4. PROPOSAL CONTENTS

4.1 PREPARATION OF PROPOSAL

Proposals shall be submitted on eight and one-half by eleven inch (8" 1/2 x 11") paper with tabs separating the major sections of the Proposal. Use recycled paper and both sides of paper sheets whenever practicable. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Technical Proposal.
3. Management Proposal.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal, but should assist the Proposer in preparing a thorough response.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written;
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.);
3. Location of the facility from which the Firm would operate;
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months;
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed by the City; and
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in

the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

4.3 TECHNICAL PROPOSAL

The Technical Proposal shall contain a comprehensive description of services including the following elements:

1. PROJECT UNDERSTANDING – Include a complete description of the Firm’s proposed approach and methodology for the project. This section should convey Firm’s understanding of the proposed project.
2. WORK PLAN – Describe the approach to complete the work of this project. Include all project requirements and the proposed tasks, services, activities, and all work necessary to accomplish the scope of the project defined in this RFQ. This section of the technical Proposal shall contain sufficient detail to convey to members of the evaluation team the Firm’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of City staff. The Firm may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
3. PROJECT SCHEDULE – Include a project schedule indicating when the elements of the work will be completed, identifying milestones and when deliverables will be provided.
4. DELIVERABLES – Fully describe deliverables to be submitted under the proposed project.

4.4 MANAGEMENT PROPOSAL

A. PROJECT MANAGEMENT

1. PROJECT TEAM - Provide a description of the proposed project team structure and to be used during the course of the project, including any subcontractors. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management and staff that will be assigned to work on this project with City staff.
2. INTERNAL CONTROLS - Provide a description of the internal controls to be used for this project, including subcontractors, to maintain the project deliverables within the scope and schedule on time. Provide an organizational chart of the Firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the Firm. This chart must also show lines of authority to the next senior level of management. Include who within the Firm will have prime responsibility and final authority for the work.
2. STAFF QUALIFICATIONS / EXPERIENCE – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be

assigned to the project. Provide resumes' (not to exceed two (2) pages per person) for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

B. EXPERIENCE OF THE FIRM

1. Indicate the experience the Firm and any subcontractors have in the following areas: Planning and design of municipal infrastructure.
2. Indicate other relevant experience that indicates the qualifications of the Firm, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Firm has had during the last five (5) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. The Firm grants permission to the City to contact the references.

C. REFERENCES

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for whom work has been accomplished and briefly describe the type of service provided. The Firm grants permission to the City to contact the references. Do not include current City staff as references. The City may evaluate references at the City's discretion.

D. RELATED INFORMATION

1. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
2. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

5. EVALUATION

5.1 EVALUATION PROCEDURE

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The City, at its sole discretion, may elect to select the top-scoring Firms as finalists for an oral presentation.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

5.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the Proposal for evaluation purposes:

Technical Proposal – 50%		50 points
Project Understanding	10 Points (Maximum)	
Quality of Work Plan	20 Points (Maximum)	
Project Schedule	10 Points (Maximum)	
Project Deliverables	10 Points (Maximum)	
Management Proposal - 50%		50 points
Project Team	10 Points (Maximum)	
Internal Controls		
Staff Qualifications/Experience	20 Points (Maximum)	
Experience of the Firm	20 Points (Maximum)	
GRAND TOTAL FOR WRITTEN PROPOSAL		100 POINTS

5.3 ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the winning Proposal. The City, at its sole discretion, may elect to select the top scoring finalists from the written evaluation for an oral presentation and final determination of contract award. Should the City elect to hold oral presentations, it will contact the top-scoring Firm(s) to schedule a date, time and location. Commitments made by the Firm at the oral interview, if any, will be considered binding.

5.4 AWARD OF CONTRACT

This RFQ does not obligate the City to award a contract.

The City of Spokane reserves the option of awarding this contract in any manner most advantageous for the City. More than one contract may be awarded.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors. STATE CONTRACTS WHERE

APPLICABLE WILL BE CONSIDERED AS A PROPOSAL. The City Council shall make the award of contract or purchase.

5.5 NOTIFICATION TO PROPOSERS

After an award recommendation has been determined, Proposers will be sent an Intent to Award notification via e-mail.

5.6 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

5.7 PROTEST PROCEDURE

Following evaluation, a recommendation for award shall be submitted to the City Council. Award of contract, if made, shall be by the City Council in an open meeting. Proposers wishing to protest the award of the contract must make their protests before the City Council at the award hearing.

6. CONTRACT TERMS

6.1 BUSINESS REGISTRATION REQUIREMENT

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

6.2 ANTI-KICKBACK

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

6.3 DISPUTES

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

6.4 PAYMENT

Payment will be made via direct deposit/ACH after receipt of the Firm's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Firm and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6.5 NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm.

6.6 LIABILITY

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

6.7 INSURANCE COVERAGE

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three [3] years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Firm or its insurer(s) to the City.

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

7. GRANT REQUIREMENTS

This project is federally funded. Procurement meeting the federal government rules will be required.

7.1 FEDERAL FUNDING

This project is federally funded. Procurement meeting the federal government rules will be required. Firms are warned to take into consideration applicable federal requirements in making their Proposal and performing the work. Part 7 "GRANT REQUIREMENTS" and Attachment "A" titled "Federal Grant Funded Guidelines" may be required if federal grant funding is used.

7.2 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference. ???

7.3 DEBARRED OR SUSPENDED PARTY

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

7.4 MAINTENANCE OF RECORDS

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

7.5 SINGLE AUDIT REQUIREMENTS

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

7.6 AMERICANS WITH DISABILITIES ACT INFORMATION

This material can be made available in an alternate format by emailing Dan Buller at dbuller@spokanecity.org or by calling 625-6700.

7.7 FEDERAL FUNDING NONDISCRIMINATION

The City of Spokane in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

8. RFQ ATTACHMENTS

Attached to this RFQ and incorporated herein by reference are the following background documents:

1. Attachment A – “Map of Proposed Millwood Trail Alignment”, provided as separate attachment.
2. Attachment B – “Federal Grant Funded Guidelines”, located at the end of this RFQ document.

ATTACHMENT B

FEDERAL GRANT FUNDED GUIDELINES

It is the Contractor's responsibility to comply with all state and federal laws in performing all tasks undertaken with this contract. All contracts awarded for this project shall contain the following provisions as applicable by Federal and State Law. Federal regulations are contained in the Code of Federal Regulations. The following sections are included for informational purposes, and are not professed to include all relevant laws. It is the contractor's responsibility to comply with all laws.

Contract Work Hours and Safety Standards Act (40 U.S.C 327-333) – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act, 1973, as Amended (29 U.S.C. 794). The Applicant must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a

comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The Applicant shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a proposal, are a necessary part of this process. Pursuant to these provisions, the Applicant must also submit environmental certifications to the Department when requesting that funds be released for the project. The Applicant must certify that the proposed project will not significantly impact the environment and that the Applicant has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

Noise Control, Chapter 70.107 RCW. The Applicant shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

Resource Conservation and Recovery Act. Agencies shall implement the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962). Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR Parts 247-253. State and local recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended)

Use of Recycled Paper: All reports prepared by the Contractor for delivery to the City or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

Workplace Listing: The Contractor will provide a list of all workplaces under this contract. The Contractor will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

Salary Rate: Salary rate (excluding overhead) paid to individual consultants retained by the City or by the Contractor's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the City will pay these in accordance with their normal travel reimbursement practices.



Agenda Sheet for City Council Meeting of: 11/14/2016

Date Rec'd	10/28/2016
Clerk's File #	PRO 2016-0038
Renews #	
Cross Ref #	
Project #	2013213
Bid #	
Requisition #	CR 17381

Submitting Dept	ENGINEERING SERVICES
Contact Name/Phone	DAN BULLER 625-6391
Contact E-Mail	DBULLER@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0370 - LOW BID AWARD - HALME CONSTRUCTION, INC.

Agenda Wording

Low Bid of Halme Construction, Inc. (Spokane, WA) for CS0 33-1 Control Facility - \$9,597,092.50 plus tax. An administrative reserve of \$959,709.25 plus tax, which is 10% of the contract price plus tax, will be set aside. (East Central Neighborhood)

Summary (Background)

On October 17, 2016 bids were opened for the above project. The low bid was from Halme Construction, Inc. in the amount of \$9,597,092.50, which is \$1,793,209.50 or 15.74% under the Engineer's Estimate; six other bids were received as follows: T. LaRiviere Excavation & Equipment. - \$10,290,288.00; Max J. Kuney Company - \$10,984,219.00; Clearwater Construction & Management - \$11,298,333.57; S&L Underground, Inc. - \$11,683,489.00; Garco Construction - \$12,377,854.30; and Apollo, Inc. - \$12,856.00.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 11,475,243.50	#	4340 43416 94000 56501 10033
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 10/10/16
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	SANDERS, THERESA	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		kgoodman@spokanecity.org	
		kschmidt@spokanecity.org	
		kbustos@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Engineering Services
October 10, 2016

Subject:

CSO 33-1 Control Facility (Liberty Park)

Background:

The proposed CSO tank is part of the overall CSO program intended to substantially reduce the frequency of combined sewer discharges to the Spokane River in accordance with state regulations. The proposed tank will be 2.0 MG gallons and approximately 90-feet long by 290-feet wide. It will be located just south of the Hamilton Street/I-90 interchange on the south side of 3rd Avenue on WSDOT property on which the City is acquiring a permanent easement.

Also included in the project is a connecting sewer main on 5th Avenue and Denver Street and a small amount of work connecting the tank to the sewer main in Liberty Park itself. See the first attached exhibit.

The tank site is currently closed to public access and will remain so during and after construction. The site is currently covered with gravel and weeds. Following construction, the site will be modestly landscaped with low maintenance irrigated dryland grass and trees in accordance with WSDOT's requirements for our easement. See the second attached exhibit.

Public Impact:

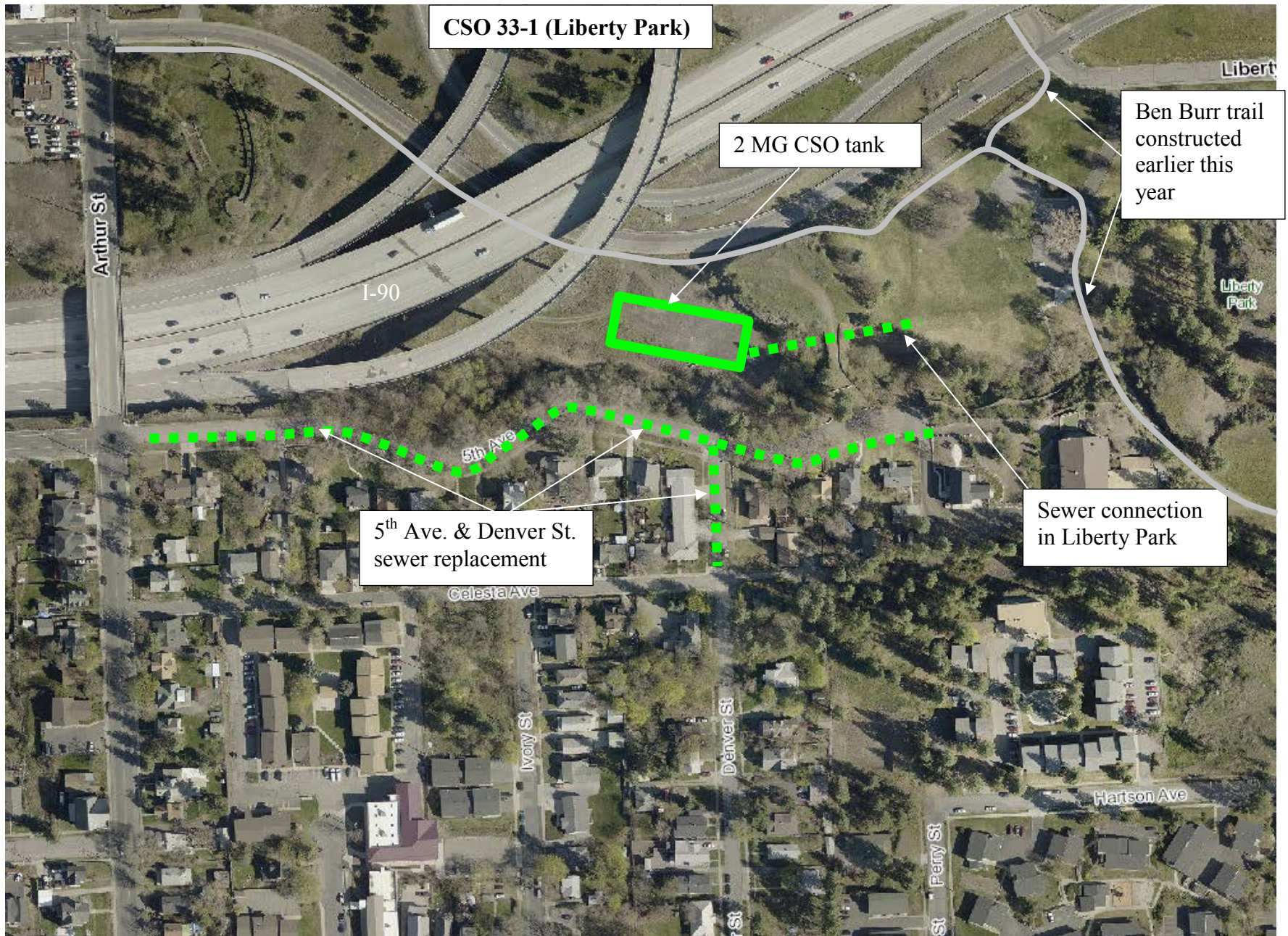
Residents along 5th Avenue will still have access to their homes during construction, although that access may need to be from the south. Work in Liberty Park will temporarily close that portion of the park west of the parking lot. Construction of the tank itself will have minimal public impact: it may require closure of one of the two lanes on 3rd Avenue.

Action:

This background information is provided for council consideration. Bid opening for this project is planned for October 17, 2016. We expect to put a recommendation for award on the October 24, 2016 council agenda.

Funding

This project will be paid with sewer department funds.



CSO 33-1 (Liberty Park)

2 MG CSO tank

Ben Burr trail
constructed
earlier this
year

I-90

Liberty

Liberty
Park

5th Ave

5th Ave. & Denver St.
sewer replacement

Celesta Ave

Ivory St

Denver St








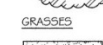



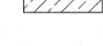


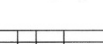
Hartson Ave

Perry St

PLANTING REQUIREMENTS

1. Prior to street / public tree installation, pruning or removal, a contracted licensed certified arborist shall submit a complete Public Tree Permit Application at least 10 days prior to work being performed for this project to include Certified Arborist information and start and completion dates.
2. No tree shall be planted within fifteen (15) feet of any driveway, alley, street light, utility pole, underground utility, non-safety street sign (ex. Parking, street name) or fire hydrant. No tree shall be planted within twenty (20) feet of a critical safety sign (ex. stop, yield, or pedestrian crossing). The potential placement of street signs, street lights and utility poles shall be evaluated to lessen the conflict with the growth of existing trees.
3. The information on this sheet is incomplete unless accompanied by the corresponding City of Spokane General Special provisions section(s) developed for this project. Refer to those documents for additional information.
4. Verify location of all existing and proposed utilities either above or below grade prior to beginning any work. Coordinate with irrigation contractor to avoid conflicts between irrigation equipment and tree/shrub placement.
5. Verify that sub-grade preparation has been completed to acceptable tolerances prior to beginning any work.
6. All work completed shall be maintained, as outlined in the Specifications.
7. Plant material shall be planted in the locations shown. Maintain spacing and distances relative to hard features.
8. Plant material shall be installed per planting details and notes.
9. Work shall be performed by persons familiar with this type of work and under the supervision of a qualified landscape foreman. The foreman shall remain on-site during all landscape soil preparation, irrigation and planting operations.
10. The Engineer or his representative reserves the right to make substitutions, additions and/or deletions in the planting scheme as they feel necessary while work is in progress. Such cases are to be accompanied by equitable adjustment.
11. Protect existing and proposed landscaping from damage. Any damage occurring on the job shall be the responsibility of the contractor and shall be repaired or replaced at the discretion of the owner.
12. Type "A" Topsoil: Install a minimum of 4" deep within all areas to be seeded with Dryland or Hillside Grass. Install Type "A" Topsoil a minimum of 36" deep and 36" diameter beneath all shrubs and trees to be planted.
13. Type "A" Mulch: Install Type "A" Mulch, 3" depth, around all new plantings. Apply pre-emergent prior to placing Type "A" Mulch. Top of type "A" Mulch shall be no lower than adjacent surfaces after settling. Add type "A" mulch after settling, as necessary to raise final grade of type "A" mulch. See Specifications.
14. All tree and shrub beds shall have a finished grade 3" below top of adjacent hard surfaces.
15. All turf areas shall have a finished grade 1 1/2" below top of adjacent hard surfaces.
16. Hydroseeded Dryland Grass seed mixtures per specifications where called out and all disturbed areas on the project site. See legend for Dryland Grass seed types.
17. Planting quantities are shown on the plans for the convenience of the contractor only and are not guaranteed. All plantings graphically depicted on the drawings shall be required.
18. After preparing grades, hand broadcast grass seed at rate indicated in plant schedule. Immediately spread Organic Mulch over the top of the seed a uniform depth of 1/2" - 1/4". Do not spread organic mulch deeper than 1/4". See specifications for mulch.

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT.	CAL./SIZE	HT X WD	NOTES
	QP	Quercus palustris / Pin Oak	You Pick	2" Cal.	50' x 30'	Sht. L3, #1
	AA	Amelanchier arborea 'Autumn Brilliance' / Downy Serviceberry	You Pick	2" Cal.	20' x 20'	Sht. L3, #1
	SC	Sambucus nigra caerulea / Blue Elderberry	You Pick	5 Gal.	25' x 15'	Sht. L3, #1
	PP	Pinus ponderosa / Ponderosa Pine	You Pick	4'-6" HT	80' x 30'	Sht. L3, #1
	ZS	Zelkova serrata / Sawleaf Zelkova	You Pick	2" Cal.	60' X 45'	Sht. L3, #1
SHRUBS/FORBES	CODE	BOTANICAL NAME / COMMON NAME	CONT.	HT X WD	NOTES	
	AS	Amelanchier alnifolia / Serviceberry	5 Gal.	15' x 10'	Sht. L3, #2	
	RN	Rosa nutkana / Nootka Rose	5 Gal.	5' x 5'	Sht. L3, #2	
	RT	Rhus typhina / Staghorn Sumac	5 Gal.	15' x 5'	Sht. L3, #2	
	PG	Philadelphus lewisii 'Goose Creek' / Wild Mockorange	5 Gal.	8' x 8'	Sht. L3, #2	
	AF	Achillea millefolium 'Fireland' / Fireland Yarrow	1 Gal.	3' x 1.5'	Sht. L3, #2 Plant quantity shown 1'-3' apart at random / irregular spacing.	
	SM	Solidago missouriensis / Missouri Goldenrod	1 Gal.	3' x 1.5'	Sht. L3, #2	
GRASSES	CODE	BOTANICAL NAME / COMMON NAME	CONT.	HT X WD	NOTES	
	DL	DROUGHT TOLERANT TURF GRASS	See note #18. Hydroseed @ a rate 7 PLS lbs / 1,000 S.F.			
	DR	DROUGHT TOLERANT TURF GRASS	See note #18. Hydroseed @ a rate 7 PLS lbs / 1,000 S.F.			
	HL	HILLIDE GRASS	See note #18. Hydroseed @ a rate 22 PLS lbs / Acre			
	DL	DRYLAND GRASS	See note #18. Hydroseed @ a rate 18 PLS lbs / Acre			

UNLESS LABELED AS "HILLIDE GRASS", ALL DISTURBED AREAS SHALL BE SEED WITH DRYLAND GRASS

DRYLAND GRASS:
30% Idaho Fescue
30% Bluebunch Wheatgrass
10% Slender Wheatgrass
10% Prairie Junegrass
10% Slender Wheatgrass
10% Wildflowers - Blue Flax & Blanketflower

HILLIDE GRASS:
30% Meadow Barley
30% Idaho Fescue
20% Mountain Brome
20% Tufted Hairgrass
10% Perennial Ryegrass

DROUGHT TOLERANT TURF GRASS:
30% Sheep Fescue
30% Hard Fescue
20% Upland Bluegrass
10% Creeping Red Fescue
10% Perennial Ryegrass

Rainier Seeds, Inc.
Kevin Miller: 800-828-8873
kmiller@rainierseeds.com

Basalt Boulders Sht. L3, #3
All boulders shall be 3'-4" diameter, unless sizes are specifically identified. Bury approximately 1/4" deep prior to placing topsoil. Boulder placement is subject to field changes. Coordinate with the City on placement to achieve desired effect and protect facilities.

BERM
Ensure that berms are constructed as shown on Civil plans and topsoil has been spread prior to planting operations.

NOTES - OLD CIVIL (1) - (1) 1.30
NOVEMBER 1, 1990.3
1.5 1.4W
NAVDE8 DATUM

1ST & CEDAR
NW COR. ON NPL 1.2.0' NNC, 10.0' WWC,
1.0' W OF EDGE OF WALK (OLD NO.36)
RANK IS ONE INCH ON
ORIGINAL DRAWING
IF NOT ONE INCH ON
THIS SHEET, SCALE
ACCORDINGLY

CURRENT C.O.S. DESIGN
STANDARDS ADOPTED FEB. 2007
BY DATE
REVISIONS
DATE
APPROVED: FRJ 09/20/16

SCALE
1" = 20'

CITY OF SPOKANE, WASHINGTON
DEPARTMENT OF ENGINEERING SERVICES
808 WEST SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3343
(509) 625-6700

STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT
FRANK R. IDE
CERTIFICATE NO. 633

UNDERGROUND SERVICE ALERT
ONE-CALL NUMBER
811
CALL TWO BUSINESS DAYS
BEFORE YOU DIG

LI
1 OF 3

PROJECT NAME:	C50 33-1 LIBERTY PARK CONTROL FACILITY
SEGMENT LIMITS:	LANDSCAPE PLANTING PLAN ARTHUR ST. TO PERRY ST.
PROJECT NUMBER:	2013213
CITY PLAN NUMBER:	5TH V(03)1 20-25-43

CALL BEFORE YOU DIG 1-800-424-5555

PLOT DATE: Sep 12, 2016 - 10:01 AM

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

Project Number: 2013213

Project Description CSO 33-1 Control Facility

Original Date 9/22/2016 3:15:41 PM

Funding Source Local

Update Date 10/24/2016 3:37:37 PM

Preparer Michael Myers

Addendum 2

Project Number: 2013213			Engineer's Estimate		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		Max J Kuney Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01 ADDENDUM 2

Sales tax shall NOT be included in unit prices

101	POST-CONSTRUCTION SURVEYING	1 LS	*****	5,000.00	*****	5,250.00	*****	5,000.00	*****	5,000.00
102	RECORD DRAWINGS	1 LS	*****	6,000.00	*****	6,000.00	*****	6,000.00	*****	6,000.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
104	SPCC PLAN	1 LS	*****	1,000.00	*****	500.00	*****	2,300.00	*****	2,500.00
105	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
106	POTHOLING	5 EA	500.00	2,500.00	375.00	1,875.00	300.00	1,500.00	1,200.00	6,000.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	900.00	2,700.00	400.00	1,200.00	210.00	630.00	400.00	1,200.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	4,500.00	*****	2,550.00	*****	1,500.00	*****	2,500.00
109	MOBILIZATION	1 LS	*****	820,000.00	*****	955,000.00	*****	525,000.00	*****	875,000.00
110	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	30,000.00	*****	10,500.00	*****	65,000.00	*****	100,000.00
111	SPECIAL SIGNS	23 SF	18.00	414.00	14.00	322.00	95.00	2,185.00	20.00	460.00
112	TYPE III BARRICADE	24 EA	60.00	1,440.00	46.50	1,116.00	50.00	1,200.00	50.00	1,200.00
113	CLEARING AND GRUBBING	1 LS	*****	25,000.00	*****	14,500.00	*****	24,000.00	*****	7,000.00
114	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	12,500.00	*****	5,500.00	*****	525.00	*****	5,000.00

<i>Project Number:</i> 2013213			<i>Engineer's Estimate</i>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		Max J Kuney Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> ADDENDUM 2					Sales tax shall NOT be included in unit prices					
115	Air or Hydro Evacuation	10 EA	600.00	6,000.00	550.00	5,500.00	350.00	3,500.00	500.00	5,000.00
116	REMOVE TREE, CLASS I	21 EA	200.00	4,200.00	280.00	5,880.00	300.00	6,300.00	160.00	3,360.00
117	REMOVE TREE, CLASS II	11 EA	600.00	6,600.00	1,020.00	11,220.00	350.00	3,850.00	300.00	3,300.00
118	REMOVE TREE, CLASS III	1 EA	1,500.00	1,500.00	1,915.00	1,915.00	1,050.00	1,050.00	650.00	650.00
119	TREE PRUNING	22 EA	800.00	17,600.00	250.00	5,500.00	315.00	6,930.00	550.00	12,100.00
120	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	24,000.00	*****	8,675.00	*****	15,000.00	*****	8,500.00
121	REMOVE EXISTING CURB	940 LF	10.00	9,400.00	2.25	2,115.00	6.00	5,640.00	4.75	4,465.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	490 SY	14.00	6,860.00	4.65	2,278.50	9.00	4,410.00	10.00	4,900.00
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	15 EA	950.00	14,250.00	185.00	2,775.00	400.00	6,000.00	855.00	12,825.00
124	REMOVE EXISTING < 12 IN. DIAM. PIPE	85 LF	6.20	527.00	5.25	446.25	6.00	510.00	40.00	3,400.00
125	REMOVE EXISTING 30 IN. TO 42 IN. DIAM. PIPE	380 LF	11.00	4,180.00	9.15	3,477.00	15.00	5,700.00	55.00	20,900.00
126	SAWCUTTING CURB	60 EA	30.00	1,800.00	23.00	1,380.00	25.00	1,500.00	10.00	600.00
127	SAWCUTTING RIGID PAVEMENT	180 LFI	1.50	270.00	0.90	162.00	1.00	180.00	1.00	180.00
128	SAWCUTTING FLEXIBLE PAVEMENT	840 LFI	0.50	420.00	0.30	252.00	0.50	420.00	0.50	420.00
129	REMOVE AND DISPOSE OF TROLLEY RAILS	400 LF	20.00	8,000.00	16.75	6,700.00	21.00	8,400.00	15.00	6,000.00
130	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	3 EA	270.00	810.00	250.00	750.00	450.00	1,350.00	720.00	2,160.00
131	ROADWAY EXCAVATION INCL. HAUL	1103 CY	25.00	27,575.00	15.50	17,096.50	15.00	16,545.00	25.00	27,575.00
132	REMOVE UNSUITABLE FOUNDATION MATERIAL	500 CY	26.00	13,000.00	15.00	7,500.00	15.00	7,500.00	25.00	12,500.00
133	REPLACE UNSUITABLE FOUNDATION MATERIAL	500 CY	20.00	10,000.00	11.00	5,500.00	18.00	9,000.00	31.00	15,500.00

Project Number: 2013213			Engineer's Estimate		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		Max J Kuney Company	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

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134	COMMON BORROW INCL. HAUL	2700 CY	19.00	51,300.00	11.00	29,700.00	18.00	48,600.00	15.00	40,500.00
135	SITE SHAPING & GRADING	1 LS	*****	39,800.00	*****	16,250.00	*****	18,000.00	*****	25,000.00
136	PRE-BLAST & POST-BLAST SURVEY	1 LS	*****	60,000.00	*****	10.00	*****	16,000.00	*****	10,000.00
137	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TANK	1500 CY	60.00	90,000.00	46.50	69,750.00	115.00	172,500.00	32.00	48,000.00
138	SPECIAL / INDUSTRIAL WASTE	2140 TO	50.00	107,000.00	47.25	101,115.00	65.00	139,100.00	65.00	139,100.00
139	HAZARDOUS MATERIAL	30 TO	400.00	12,000.00	385.00	11,550.00	225.00	6,750.00	155.00	4,650.00
140	DISPOSE OF INERT FILL & DEBRIS INCL. HAUL	3080 CY	15.00	46,200.00	11.50	35,420.00	12.00	36,960.00	30.00	92,400.00
141	HEALTH & SAFETY PLAN	1 LS	*****	15,000.00	*****	4,000.00	*****	7,500.00	*****	5,000.00
142	PREPARATION OF UNTREATED ROADWAY	5428 SY	3.00	16,284.00	1.00	5,428.00	1.45	7,870.60	4.50	24,426.00
143	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1 LS	*****	642,000.00	*****	300,000.00	*****	295,000.00	*****	450,000.00
144	SHORING OR EXTRA EXCAVATION CLASS A	1 LS	*****	60,000.00	*****	34,000.00	*****	35,000.00	*****	200,000.00
145	GRAVEL BACKFILL FOR WALLS INCL. HAUL	588 CY	38.00	22,344.00	11.00	6,468.00	55.00	32,340.00	38.00	22,344.00
146	CONTROLLED DENSITY FILL	366 CY	150.00	54,900.00	20.00	7,320.00	125.00	45,750.00	115.00	42,090.00
147	PRE-CONSTRUCTION & POST-CONSTRUCTION SURVEY & MONITORING	1 LS	*****	50,000.00	*****	64,500.00	*****	12,000.00	*****	25,000.00
148	CRUSHED SURFACING TOP COURSE	300 CY	48.00	14,400.00	44.75	13,425.00	35.00	10,500.00	39.00	11,700.00
149	CRUSHED SURFACING BASE COURSE	300 CY	45.00	13,500.00	39.50	11,850.00	35.00	10,500.00	38.00	11,400.00
150	CSTC FOR SIDEWALK AND DRIVEWAYS	30 CY	65.00	1,950.00	160.00	4,800.00	65.00	1,950.00	66.00	1,980.00
151	CSTC FOR TANK FOUNDATION	530 CY	43.00	22,790.00	80.00	42,400.00	35.00	18,550.00	34.00	18,020.00
152	CRUSHED SURFACING TOP COURSE, UNPAVED AREAS	520 CY	55.00	28,600.00	35.75	18,590.00	28.00	14,560.00	34.00	17,680.00

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153	CRUSHED SURFACING BASE COURSE, UNPAVED AREAS	520 CY	45.00	23,400.00	33.00	17,160.00	28.00	14,560.00	32.00	16,640.00
154	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	5400 SY	16.00	86,400.00	14.25	76,950.00	12.60	68,040.00	13.00	70,200.00
155	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	28 SY	49.00	1,372.00	77.75	2,177.00	84.00	2,352.00	70.00	1,960.00
156	HMA FOR TRANSITION, CL. 1/2 IN. PG 70-28, 2 INCH THICK	30 SY	44.00	1,320.00	52.25	1,567.50	37.80	1,134.00	48.00	1,440.00
157	SOIL RESIDUAL HERBICIDE	9660 SY	1.00	9,660.00	0.20	1,932.00	0.19	1,835.40	0.20	1,932.00
158	PAVEMENT REPAIR EXCAVATION INCL. HAUL	28 SY	30.00	840.00	20.25	567.00	15.00	420.00	200.00	5,600.00
159	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
160	COMPACTION PRICE ADJUSTMENT	1 CAL	8,777.00	8,777.00	8,777.00	8,777.00	8,777.00	8,777.00	8,777.00	8,777.00
161	CONCRETE STRUCTURE - CAST-IN- PLACE CSO TANK	1 LS	*****	5,048,100.00	*****	4,670,000.00	*****	5,880,000.00	*****	5,275,000.00
162	MICROPILES - ADDITIONAL OVERBURDEN LENGTH	500 LF	165.00	82,500.00	220.75	110,375.00	275.00	137,500.00	300.00	150,000.00
163	ADDITIONAL M3 MICROPILES	5 EA	8,800.00	44,000.00	8,985.00	44,925.00	22,000.00	110,000.00	29,700.00	148,500.00
164	CEMENT CONCRETE RETAINING WALL	350 VSF	85.00	29,750.00	87.00	30,450.00	115.00	40,250.00	400.00	140,000.00
165	WATERPROOFING	722 SY	75.00	54,150.00	45.50	32,851.00	45.00	32,490.00	45.00	32,490.00
166	REMOVING AND RESETING EXISTING PERMANENT BARRIER	52 LF	30.00	1,560.00	110.00	5,720.00	23.00	1,196.00	10.00	520.00
167	MANHOLE TYPE I-48, BASIC PRICE	6 EA	4,000.00	24,000.00	4,175.00	25,050.00	2,100.00	12,600.00	3,150.00	18,900.00
168	MANHOLE TYPE I-48 SHALLOW, BASIC PRICE	1 EA	3,800.00	3,800.00	3,200.00	3,200.00	1,900.00	1,900.00	3,000.00	3,000.00
169	MANHOLE TYPE II-54, BASIC PRICE	4 EA	6,000.00	24,000.00	6,225.00	24,900.00	5,000.00	20,000.00	4,500.00	18,000.00
170	MANHOLE TYPE III-54, BASIC PRICE	1 EA	5,200.00	5,200.00	4,725.00	4,725.00	5,000.00	5,000.00	6,400.00	6,400.00
171	MANHOLE TYPE II-72, BASIC PRICE	4 EA	9,000.00	36,000.00	8,000.00	32,000.00	7,500.00	30,000.00	6,600.00	26,400.00

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172	MANHOLE TYPE II-96, BASIC PRICE	5 EA	13,900.00	69,500.00	14,500.00	72,500.00	11,500.00	57,500.00	9,700.00	48,500.00
173	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	9 VF	180.00	1,620.00	70.00	630.00	46.00	414.00	215.00	1,935.00
174	MANHOLE ADDITIONAL HEIGHT 54 IN. DIAM. TYPE II	36	200.00	7,200.00	70.00	2,520.00	57.00	2,052.00	250.00	9,000.00
175	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE II	21	300.00	6,300.00	210.00	4,410.00	195.00	4,095.00	350.00	7,350.00
176	MANHOLE ADDITIONAL HEIGHT 96 IN. DIAM. TYPE II	9	400.00	3,600.00	185.00	1,665.00	255.00	2,295.00	500.00	4,500.00
177	MANHOLE TYPE II OR III-54 VENTILATION STRUCTURE	9 EA	7,000.00	63,000.00	6,575.00	59,175.00	5,600.00	50,400.00	4,000.00	36,000.00
178	RECONSTRUCT MANHOLE INVERT	4 EA	3,000.00	12,000.00	1,375.00	5,500.00	600.00	2,400.00	1,200.00	4,800.00
179	DRYWELL TYPE 1	1 EA	3,200.00	3,200.00	3,300.00	3,300.00	2,800.00	2,800.00	3,200.00	3,200.00
180	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	1 EA	350.00	350.00	160.00	160.00	300.00	300.00	250.00	250.00
181	CATCH BASIN TYPE 1	3 EA	2,200.00	6,600.00	2,150.00	6,450.00	2,100.00	6,300.00	2,200.00	6,600.00
182	CATCH BASIN TYPE 3	6 EA	2,600.00	15,600.00	2,625.00	15,750.00	2,000.00	12,000.00	2,400.00	14,400.00
183	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	6 EA	650.00	3,900.00	550.00	3,300.00	650.00	3,900.00	455.00	2,730.00
184	VALVE BOX AND COVER	4 EA	400.00	1,600.00	165.00	660.00	500.00	2,000.00	500.00	2,000.00
185	Connect 6 In. to 12 In. Diam. Pipe to Existing Catch Basin, Drywell, or Manhole	1 EA	650.00	650.00	300.00	300.00	500.00	500.00	500.00	500.00
186	Connect 15 In. to 27 In. Diam. Pipe to Existing Catch Basin, Drywell, or Manhole	3 EA	1,000.00	3,000.00	500.00	1,500.00	1,000.00	3,000.00	500.00	1,500.00
187	CONNECT 30 IN. TO 42 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	1,800.00	1,800.00	2,000.00	2,000.00	1,700.00	1,700.00	2,000.00	2,000.00
188	Connect 6 In. to 12 In. Diam. Sewer Pipe to Existing Sewer Pipe	1 EA	300.00	300.00	975.00	975.00	800.00	800.00	2,000.00	2,000.00

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189	CONNECT 15 IN. TO 27 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	500.00	500.00	1,350.00	1,350.00	1,150.00	1,150.00	3,500.00	3,500.00
190	CSO 33B DIVERSION VAULT	1 LS	*****	75,000.00	*****	104,500.00	*****	80,000.00	*****	100,000.00
191	MANHOLE TEST	3 EA	550.00	1,650.00	600.00	1,800.00	1,000.00	3,000.00	660.00	1,980.00
192	Decommission CSO 33a Regulator	1 LS	*****	3,500.00	*****	2,750.00	*****	6,500.00	*****	3,500.00
193	Decommission CSO 33b Regulator	1 LS	*****	16,000.00	*****	6,500.00	*****	6,500.00	*****	12,000.00
194	CLEANING EXISTING DRAINAGE STRUCTURE	7 EA	450.00	3,150.00	100.00	700.00	300.00	2,100.00	500.00	3,500.00
195	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	1230 CY	135.00	166,050.00	115.00	141,450.00	65.00	79,950.00	32.00	39,360.00
196	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	70 CY	30.00	2,100.00	15.00	1,050.00	15.00	1,050.00	27.00	1,890.00
197	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	70 CY	20.00	1,400.00	11.00	770.00	28.00	1,960.00	41.00	2,870.00
198	TRENCH SAFETY SYSTEM	1 LS	*****	10,000.00	*****	10,000.00	*****	1,500.00	*****	10,000.00
199	RECONNECT SIDE SEWER	5 EA	1,000.00	5,000.00	1,050.00	5,250.00	1,000.00	5,000.00	1,200.00	6,000.00
200	SIDE SEWER CLEANING & VIDEO INSPECTION	4 EA	750.00	3,000.00	825.00	3,300.00	900.00	3,600.00	500.00	2,000.00
201	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	200 LF	70.00	14,000.00	36.75	7,350.00	45.00	9,000.00	63.00	12,600.00
202	PLUGGING EXISTING PIPE	2 EA	700.00	1,400.00	225.00	450.00	200.00	400.00	300.00	600.00
203	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	30,000.00	*****	5,750.00	*****	600.00	*****	3,900.00
204	MAINTENANCE & CONNECTION OF EXISTING SEWER FLOWS	1 LS	*****	35,000.00	*****	46,800.00	*****	15,000.00	*****	15,000.00
205	ENCASE WATER/SEWER AT CROSSINGS	3 EA	950.00	2,850.00	925.00	2,775.00	2,000.00	6,000.00	3,600.00	10,800.00
206	CLEANING EXISTING SANITARY SEWER	5 EA	500.00	2,500.00	350.00	1,750.00	500.00	2,500.00	655.00	3,275.00

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207	CONCRETE PIPE ANCHOR	6 EA	1,900.00	11,400.00	550.00	3,300.00	350.00	2,100.00	555.00	3,330.00
208	DI PIPE FOR WATER MAIN 6 IN. DIAM.	340 LF	60.00	20,400.00	41.25	14,025.00	35.00	11,900.00	66.00	22,440.00
209	GATE VALVE 6 IN.	4 EA	950.00	3,800.00	1,025.00	4,100.00	1,150.00	4,600.00	755.00	3,020.00
210	HYDRANT ASSEMBLY	1 EA	5,000.00	5,000.00	4,750.00	4,750.00	4,700.00	4,700.00	6,100.00	6,100.00
211	TRENCH EXCAVATION FOR NEW WATER SERVICE TAP	1 EA	600.00	600.00	600.00	600.00	2,300.00	2,300.00	1,600.00	1,600.00
212	CSO FACILITY WATER SUPPLY & BACKFLOW PREVENTER ASSEMBLIES	1 LS	*****	49,000.00	*****	39,750.00	*****	25,000.00	*****	7,600.00
213	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	25 LF	85.00	2,125.00	97.00	2,425.00	45.00	1,125.00	145.00	3,625.00
214	SANITARY SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	435 LF	110.00	47,850.00	82.00	35,670.00	85.00	36,975.00	50.00	21,750.00
215	SANITARY SEWER FUSIBLE PVC PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	95 LF	195.00	18,525.00	406.50	38,617.50	400.00	38,000.00	165.00	15,675.00
216	SANITARY SEWER SPECIAL PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	515 LF	250.00	128,750.00	130.00	66,950.00	100.00	51,500.00	145.00	74,675.00
217	SANITARY SEWER PIPE 27 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	305 LF	150.00	45,750.00	135.00	41,175.00	110.00	33,550.00	210.00	64,050.00
218	SANITARY SEWER PIPE 30 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	50 LF	190.00	9,500.00	230.00	11,500.00	150.00	7,500.00	255.00	12,750.00
219	SANITARY SEWER PIPE 42 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	335 LF	285.00	95,475.00	175.00	58,625.00	185.00	61,975.00	290.00	97,150.00
220	SANITARY SEWER PIPE 48 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	120 LF	325.00	39,000.00	255.00	30,600.00	220.00	26,400.00	440.00	52,800.00

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221	SANITARY SEWER PIPE 54 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	10 LF	450.00	4,500.00	500.00	5,000.00	1,000.00	10,000.00	750.00	7,500.00
222	SIDE SEWER PIPE 4 IN. TO 6 IN. DIAM.	45 LF	50.00	2,250.00	58.00	2,610.00	45.00	2,025.00	75.00	3,375.00
223	SIDE SEWER PERMIT	5 EA	40.00	200.00	40.00	200.00	40.00	200.00	40.00	200.00
224	FLOW CONTROL & FLUSH DEVICES WITH CONTROLS	1 LS	*****	228,000.00	*****	278,650.00	*****	265,000.00	*****	350,000.00
225	DETENTION TANK APPURTENANCES	1 LS	*****	198,200.00	*****	247,500.00	*****	128,000.00	*****	300,000.00
226	ESC LEAD	1 LS	*****	10,000.00	*****	500.00	*****	1,100.00	*****	25,000.00
227	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	9,000.00	*****	9,000.00	*****	1,200.00	*****	7,500.00
228	EROSION CONTROL BLANKET	440 SY	18.00	7,920.00	1.35	594.00	3.00	1,320.00	0.15	66.00
229	INLET PROTECTION	11 EA	250.00	2,750.00	60.00	660.00	95.00	1,045.00	125.00	1,375.00
230	STABILIZED CONSTRUCTION ENTRANCE	1112 SY	18.00	20,016.00	24.75	27,522.00	9.00	10,008.00	12.50	13,900.00
231	STREET CLEANING	60 HR	200.00	12,000.00	140.00	8,400.00	125.00	7,500.00	150.00	9,000.00
232	SILT FENCE	900 LF	6.00	5,400.00	3.55	3,195.00	3.00	2,700.00	6.00	5,400.00
233	WATTLE	75 LF	10.00	750.00	3.55	266.25	3.00	225.00	30.00	2,250.00
234	TOPSOIL TYPE A, 4 INCH THICK	3870 SY	9.00	34,830.00	8.00	30,960.00	5.00	19,350.00	8.00	30,960.00
235	PSIPE SERVICEBERRY, 5 GAL	10 EA	60.00	600.00	62.00	620.00	80.00	800.00	55.00	550.00
236	PSIPE NOOTKA ROSE, 5 GAL	75 EA	60.00	4,500.00	62.00	4,650.00	80.00	6,000.00	55.00	4,125.00
237	PSIPE STAGHORN SUMAC, 5 GAL	13 EA	60.00	780.00	62.00	806.00	80.00	1,040.00	55.00	715.00
238	PSIPE WILD MOCKORANGE, 5 GAL	24 EA	60.00	1,440.00	62.00	1,488.00	80.00	1,920.00	55.00	1,320.00
239	PSIPE PIN OAK, 2" CAL.	3 EA	375.00	1,125.00	405.00	1,215.00	485.00	1,455.00	360.00	1,080.00

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240	PSIPE DOWNY SERVICEBERRY, 2" CAL.	13 EA	375.00	4,875.00	405.00	5,265.00	500.00	6,500.00	360.00	4,680.00
241	PSIPE PONDEROSA PINE, 4'-6'	17 EA	350.00	5,950.00	175.00	2,975.00	340.00	5,780.00	160.00	2,720.00
242	PSIPE SAWLEAF ZELKOVA, 2" CAL.	1 EA	375.00	375.00	405.00	405.00	500.00	500.00	360.00	360.00
243	PSIPE FIRELAND YARROW, 1 GAL	100 EA	18.00	1,800.00	20.00	2,000.00	30.00	3,000.00	20.00	2,000.00
244	PSIPE MISSOURI GOLDENROD, 1 GAL	190 EA	18.00	3,420.00	20.00	3,800.00	30.00	5,700.00	20.00	3,800.00
245	PSIPE Blue Elderberry, 5 Gal.	9 EA	60.00	540.00	62.00	558.00	80.00	720.00	55.00	495.00
246	WEED & PEST CONTROL	1 FA	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
247	HYDROSEEDING	4830 SY	3.00	14,490.00	1.35	6,520.50	1.50	7,245.00	1.25	6,037.50
248	SOD INSTALLATION	3760 SY	10.00	37,600.00	9.00	33,840.00	10.00	37,600.00	8.00	30,080.00
249	LANDSCAPE MULCH	20 CY	60.00	1,200.00	46.50	930.00	93.00	1,860.00	42.00	840.00
250	2 IN. PVC IRRIGATION SLEEVE	65 LF	15.00	975.00	7.00	455.00	7.00	455.00	6.50	422.50
251	TEMPORARY IRRIGATION SYSTEM	1 LS	*****	20,000.00	*****	33,500.00	*****	42,000.00	*****	30,000.00
252	REMOVE & REPLACE EXISTING SPRINKLER HEADS & LINES	1 LS	*****	11,000.00	*****	2,550.00	*****	15,000.00	*****	2,500.00
253	CEMENT CONCRETE CURB	940 LF	20.00	18,800.00	23.50	22,090.00	19.00	17,860.00	20.00	18,800.00
254	ASPHALT CONC. GUTTER	75 LF	18.00	1,350.00	18.50	1,387.50	42.00	3,150.00	13.00	975.00
255	CEMENT CONCRETE DRIVEWAY	50 SY	60.00	3,000.00	80.00	4,000.00	68.00	3,400.00	60.00	3,000.00
256	TEMPORARY CHAIN LINK FENCE	1200 LF	7.00	8,400.00	6.00	7,200.00	1.00	1,200.00	5.00	6,000.00
257	VEHICLE GATE ASSEMBLY	2 EA	5,500.00	11,000.00	4,700.00	9,400.00	5,000.00	10,000.00	4,200.00	8,400.00
258	ADJUST MONUMENT FRAME AND COVER	1 EA	350.00	350.00	160.00	160.00	525.00	525.00	500.00	500.00

<i>Project Number:</i> 2013213			<i>Engineer's Estimate</i>		Halme Construction Inc		T LaRiviere Equipment & Excavation Inc		Max J Kuney Company	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>			<i>Tax Classification</i>							
<i>Schedule 01</i> ADDENDUM 2			Sales tax shall NOT be included in unit prices							
259	CEMENT CONC. SIDEWALK	730 SY	38.00	27,740.00	53.50	39,055.00	45.00	32,850.00	45.00	32,850.00
260	RAMP DETECTABLE WARNING	48 SF	25.00	1,200.00	23.25	1,116.00	21.00	1,008.00	22.00	1,056.00
261	RAMP DETECTABLE WARNING RETROFIT	8 SF	36.00	288.00	58.00	464.00	52.00	416.00	26.00	208.00
262	SAWCUTTING TRIP HAZARD	50 SF	25.00	1,250.00	17.50	875.00	16.00	800.00	20.00	1,000.00
263	3FT - 4FT BASALT BOULDER	142 EA	100.00	14,200.00	135.00	19,170.00	85.00	12,070.00	65.00	9,230.00
264	SIGNING, PERMANENT	1 LS	*****	2,500.00	*****	2,625.00	*****	3,500.00	*****	2,500.00
265	MECHANICAL SYSTEMS - CSO FACILITY	1 LS	*****	552,000.00	*****	375,000.00	*****	388,760.00	*****	340,000.00
266	ELECTRICAL SYSTEMS - CSO FACILITY	1 LS	*****	477,800.00	*****	275,000.00	*****	250,000.00	*****	330,000.00
267	REMOVABLE BOLLARDS	6 EA	750.00	4,500.00	1,175.00	7,050.00	1,500.00	9,000.00	600.00	3,600.00
268	EXCAVATION & SUPPORT FOR LAUNCHING SHAFT	1 LS	*****	75,000.00	*****	3,650.00	*****	15,000.00	*****	35,000.00
269	EXCAVATION & SUPPORT FOR RECEIVING SHAFT	1 LS	*****	45,000.00	*****	5,700.00	*****	9,000.00	*****	22,000.00
270	TUNNEL CASING & SUPPORT	80 LF	5,000.00	400,000.00	1,850.00	148,000.00	1,800.00	144,000.00	1,500.00	120,000.00
271	DEWATER TRENCH	1 LS	*****	25,000.00	*****	10,500.00	*****	6,500.00	*****	10,000.00
272	DEWATER TANK SUMP	1 LS	*****	50,000.00	*****	30,500.00	*****	15,000.00	*****	110,000.00
273	18-IN. DIAMETER CARRIER PIPE INCL. SUPPORT	80 LF	600.00	48,000.00	650.00	52,000.00	400.00	32,000.00	225.00	18,000.00
<i>Schedule Totals</i>				11,390,302.00		9,597,092.50		10,290,288.00		10,984,219.00

<i>Project Number:</i> 2013213			<i>Engineer's Estimate</i>		Clearwater Construction & Management		S & L Underground inc		Garco Construction Inc	
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<i>Schedule 01</i> ADDENDUM 2					Sales tax shall NOT be included in unit prices					
101	POST-CONSTRUCTION SURVEYING	1 LS	*****	5,000.00	*****	5,200.00	*****	5,000.00	*****	5,000.00
102	RECORD DRAWINGS	1 LS	*****	6,000.00	*****	6,000.00	*****	6,000.00	*****	6,000.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
104	SPCC PLAN	1 LS	*****	1,000.00	*****	600.00	*****	1,000.00	*****	1,000.00
105	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
106	POTHOLING	5 EA	500.00	2,500.00	460.00	2,300.00	500.00	2,500.00	280.00	1,400.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	900.00	2,700.00	400.00	1,200.00	1,000.00	3,000.00	500.00	1,500.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	4,500.00	*****	3,400.00	*****	2,000.00	*****	3,000.00
109	MOBILIZATION	1 LS	*****	820,000.00	*****	841,500.00	*****	900,000.00	*****	1,200,000.00
110	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	30,000.00	*****	13,100.00	*****	50,000.00	*****	100,000.00
111	SPECIAL SIGNS	23 SF	18.00	414.00	13.04	299.92	20.00	460.00	15.00	345.00
112	TYPE III BARRICADE	24 EA	60.00	1,440.00	45.83	1,099.92	200.00	4,800.00	60.00	1,440.00
113	CLEARING AND GRUBBING	1 LS	*****	25,000.00	*****	5,200.00	*****	35,000.00	*****	8,318.00
114	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	12,500.00	*****	5,500.00	*****	5,000.00	*****	4,760.00
115	Air or Hydro Evacuation	10 EA	600.00	6,000.00	550.00	5,500.00	500.00	5,000.00	500.00	5,000.00
116	REMOVE TREE, CLASS I	21 EA	200.00	4,200.00	166.67	3,500.07	100.00	2,100.00	260.00	5,460.00
117	REMOVE TREE, CLASS II	11 EA	600.00	6,600.00	327.27	3,599.97	200.00	2,200.00	900.00	9,900.00
118	REMOVE TREE, CLASS III	1 EA	1,500.00	1,500.00	700.00	700.00	350.00	350.00	1,700.00	1,700.00
119	TREE PRUNING	22 EA	800.00	17,600.00	254.55	5,600.10	250.00	5,500.00	230.00	5,060.00

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120	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	24,000.00	*****	6,900.00	*****	35,000.00	*****	5,200.00
121	REMOVE EXISTING CURB	940 LF	10.00	9,400.00	9.26	8,704.40	10.00	9,400.00	8.00	7,520.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	490 SY	14.00	6,860.00	11.63	5,698.70	10.00	4,900.00	10.00	4,900.00
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	15 EA	950.00	14,250.00	520.00	7,800.00	500.00	7,500.00	450.00	6,750.00
124	REMOVE EXISTING < 12 IN. DIAM. PIPE	85 LF	6.20	527.00	7.06	600.10	12.00	1,020.00	10.00	850.00
125	REMOVE EXISTING 30 IN. TO 42 IN. DIAM. PIPE	380 LF	11.00	4,180.00	23.16	8,800.80	48.00	18,240.00	12.00	4,560.00
126	SAWCUTTING CURB	60 EA	30.00	1,800.00	35.00	2,100.00	150.00	9,000.00	25.00	1,500.00
127	SAWCUTTING RIGID PAVEMENT	180 LFI	1.50	270.00	3.33	599.40	2.00	360.00	2.00	360.00
128	SAWCUTTING FLEXIBLE PAVEMENT	840 LFI	0.50	420.00	1.19	999.60	1.00	840.00	0.75	630.00
129	REMOVE AND DISPOSE OF TROLLEY RAILS	400 LF	20.00	8,000.00	17.25	6,900.00	6.00	2,400.00	6.00	2,400.00
130	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	3 EA	270.00	810.00	466.67	1,400.01	300.00	900.00	400.00	1,200.00
131	ROADWAY EXCAVATION INCL. HAUL	1103 CY	25.00	27,575.00	18.50	20,405.50	22.00	24,266.00	19.00	20,957.00
132	REMOVE UNSUITABLE FOUNDATION MATERIAL	500 CY	26.00	13,000.00	17.40	8,700.00	22.00	11,000.00	15.00	7,500.00
133	REPLACE UNSUITABLE FOUNDATION MATERIAL	500 CY	20.00	10,000.00	17.40	8,700.00	18.00	9,000.00	10.00	5,000.00
134	COMMON BORROW INCL. HAUL	2700 CY	19.00	51,300.00	29.52	79,704.00	15.00	40,500.00	11.00	29,700.00
135	SITE SHAPING & GRADING	1 LS	*****	39,800.00	*****	8,700.00	*****	65,000.00	*****	15,712.00
136	PRE-BLAST & POST-BLAST SURVEY	1 LS	*****	60,000.00	*****	5,800.00	*****	15,200.00	*****	15,200.00
137	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TANK	1500 CY	60.00	90,000.00	69.67	104,505.00	75.00	112,500.00	68.00	102,000.00
138	SPECIAL / INDUSTRIAL WASTE	2140 TO	50.00	107,000.00	29.02	62,102.80	50.00	107,000.00	52.00	111,280.00

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139	HAZARDOUS MATERIAL	30 TO	400.00	12,000.00	580.00	17,400.00	350.00	10,500.00	373.00	11,190.00
140	DISPOSE OF INERT FILL & DEBRIS INCL. HAUL	3080 CY	15.00	46,200.00	21.20	65,296.00	12.00	36,960.00	6.00	18,480.00
141	HEALTH & SAFETY PLAN	1 LS	*****	15,000.00	*****	1,200.00	*****	25,000.00	*****	10,000.00
142	PREPARATION OF UNTREATED ROADWAY	5428 SY	3.00	16,284.00	2.32	12,592.96	3.00	16,284.00	1.75	9,499.00
143	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1 LS	*****	642,000.00	*****	478,000.00	*****	400,000.00	*****	704,779.00
144	SHORING OR EXTRA EXCAVATION CLASS A	1 LS	*****	60,000.00	*****	1.00	*****	155,000.00	*****	250,000.00
145	GRAVEL BACKFILL FOR WALLS INCL. HAUL	588 CY	38.00	22,344.00	42.86	25,201.68	22.00	12,936.00	35.00	20,580.00
146	CONTROLLED DENSITY FILL	366 CY	150.00	54,900.00	151.64	55,500.24	125.00	45,750.00	150.00	54,900.00
147	PRE-CONSTRUCTION & POST-CONSTRUCTION SURVEY & MONITORING	1 LS	*****	50,000.00	*****	76,700.00	*****	85,000.00	*****	100,000.00
148	CRUSHED SURFACING TOP COURSE	300 CY	48.00	14,400.00	55.67	16,701.00	42.00	12,600.00	38.00	11,400.00
149	CRUSHED SURFACING BASE COURSE	300 CY	45.00	13,500.00	52.33	15,699.00	38.00	11,400.00	38.00	11,400.00
150	CSTC FOR SIDEWALK AND DRIVEWAYS	30 CY	65.00	1,950.00	70.00	2,100.00	150.00	4,500.00	65.00	1,950.00
151	CSTC FOR TANK FOUNDATION	530 CY	43.00	22,790.00	46.42	24,602.60	52.00	27,560.00	62.00	32,860.00
152	CRUSHED SURFACING TOP COURSE, UNPAVED AREAS	520 CY	55.00	28,600.00	44.04	22,900.80	34.00	17,680.00	38.00	19,760.00
153	CRUSHED SURFACING BASE COURSE, UNPAVED AREAS	520 CY	45.00	23,400.00	41.73	21,699.60	34.00	17,680.00	38.00	19,760.00
154	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	5400 SY	16.00	86,400.00	17.85	96,390.00	14.00	75,600.00	12.25	66,150.00
155	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	28 SY	49.00	1,372.00	78.57	2,199.96	85.00	2,380.00	67.00	1,876.00
156	HMA FOR TRANSITION, CL. 1/2 IN. PG 70-28, 2 INCH THICK	30 SY	44.00	1,320.00	53.33	1,599.90	50.00	1,500.00	45.00	1,350.00
157	SOIL RESIDUAL HERBICIDE	9660 SY	1.00	9,660.00	0.23	2,221.80	0.25	2,415.00	0.18	1,738.80

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158	PAVEMENT REPAIR EXCAVATION INCL. HAUL	28 SY	30.00	840.00	57.14	1,599.92	120.00	3,360.00	22.00	616.00
159	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
160	COMPACTION PRICE ADJUSTMENT	1 CAL	8,777.00	8,777.00	8,777.00	8,777.00	8,777.00	8,777.00	8,777.00	8,777.00
161	CONCRETE STRUCTURE - CAST-IN- PLACE CSO TANK	1 LS	*****	5,048,100.00	*****	5,578,758.00	*****	6,000,000.00	*****	5,082,668.00
162	MICROPILES - ADDITIONAL OVERBURDEN LENGTH	500 LF	165.00	82,500.00	173.00	86,500.00	149.00	74,500.00	150.00	75,000.00
163	ADDITIONAL M3 MICROPILES	5 EA	8,800.00	44,000.00	6,920.00	34,600.00	5,960.00	29,800.00	7,500.00	37,500.00
164	CEMENT CONCRETE RETAINING WALL	350 VSF	85.00	29,750.00	149.43	52,300.50	85.00	29,750.00	125.00	43,750.00
165	WATERPROOFING	722 SY	75.00	54,150.00	45.84	33,096.48	40.00	28,880.00	50.00	36,100.00
166	REMOVING AND RESETTING EXISTING PERMANENT BARRIER	52 LF	30.00	1,560.00	23.08	1,200.16	45.00	2,340.00	15.00	780.00
167	MANHOLE TYPE I-48, BASIC PRICE	6 EA	4,000.00	24,000.00	4,605.00	27,630.00	4,500.00	27,000.00	3,800.00	22,800.00
168	MANHOLE TYPE I-48 SHALLOW, BASIC PRICE	1 EA	3,800.00	3,800.00	4,100.00	4,100.00	4,500.00	4,500.00	3,550.00	3,550.00
169	MANHOLE TYPE II-54, BASIC PRICE	4 EA	6,000.00	24,000.00	6,975.00	27,900.00	6,500.00	26,000.00	6,000.00	24,000.00
170	MANHOLE TYPE III-54, BASIC PRICE	1 EA	5,200.00	5,200.00	5,600.00	5,600.00	5,500.00	5,500.00	5,000.00	5,000.00
171	MANHOLE TYPE II-72, BASIC PRICE	4 EA	9,000.00	36,000.00	9,300.00	37,200.00	9,500.00	38,000.00	8,500.00	34,000.00
172	MANHOLE TYPE II-96, BASIC PRICE	5 EA	13,900.00	69,500.00	15,100.00	75,500.00	18,000.00	90,000.00	14,500.00	72,500.00
173	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	9 VF	180.00	1,620.00	111.11	999.99	50.00	450.00	75.00	675.00
174	MANHOLE ADDITIONAL HEIGHT 54 IN. DIAM. TYPE II	36	200.00	7,200.00	233.33	8,399.88	100.00	3,600.00	150.00	5,400.00
175	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE II	21	300.00	6,300.00	300.00	6,300.00	150.00	3,150.00	150.00	3,150.00

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176	MANHOLE ADDITIONAL HEIGHT 96 IN. DIAM. TYPE II	9	400.00	3,600.00	411.11	3,699.99	200.00	1,800.00	300.00	2,700.00
177	MANHOLE TYPE II OR III- 54 VENTILATION STRUCTURE	9 EA	7,000.00	63,000.00	5,811.11	52,299.99	6,500.00	58,500.00	6,000.00	54,000.00
178	RECONSTRUCT MANHOLE INVERT	4 EA	3,000.00	12,000.00	2,325.00	9,300.00	5,000.00	20,000.00	1,750.00	7,000.00
179	DRYWELL TYPE 1	1 EA	3,200.00	3,200.00	4,100.00	4,100.00	6,000.00	6,000.00	3,400.00	3,400.00
180	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	1 EA	350.00	350.00	400.00	400.00	400.00	400.00	350.00	350.00
181	CATCH BASIN TYPE 1	3 EA	2,200.00	6,600.00	3,033.33	9,099.99	3,000.00	9,000.00	2,365.00	7,095.00
182	CATCH BASIN TYPE 3	6 EA	2,600.00	15,600.00	2,666.67	16,000.02	3,200.00	19,200.00	2,375.00	14,250.00
183	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	6 EA	650.00	3,900.00	633.33	3,799.98	450.00	2,700.00	800.00	4,800.00
184	VALVE BOX AND COVER	4 EA	400.00	1,600.00	300.00	1,200.00	450.00	1,800.00	300.00	1,200.00
185	Connect 6 In. to 12 In. Diam. Pipe to Existing Catch Basin, Drywell, or Manhole	1 EA	650.00	650.00	1,200.00	1,200.00	2,500.00	2,500.00	427.00	427.00
186	Connect 15 In. to 27 In. Diam. Pipe to Existing Catch Basin, Drywell, or Manhole	3 EA	1,000.00	3,000.00	1,733.33	5,199.99	3,000.00	9,000.00	1,400.00	4,200.00
187	CONNECT 30 IN. TO 42 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	1,800.00	1,800.00	2,300.00	2,300.00	10,000.00	10,000.00	1,400.00	1,400.00
188	Connect 6 In. to 12 In. Diam. Sewer Pipe to Existing Sewer Pipe	1 EA	300.00	300.00	1,200.00	1,200.00	2,500.00	2,500.00	300.00	300.00
189	CONNECT 15 IN. TO 27 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	500.00	500.00	1,200.00	1,200.00	3,500.00	3,500.00	800.00	800.00
190	CSO 33B DIVERSION VAULT	1 LS	*****	75,000.00	*****	55,200.00	*****	150,000.00	*****	100,000.00
191	MANHOLE TEST	3 EA	550.00	1,650.00	633.33	1,899.99	1,200.00	3,600.00	525.00	1,575.00
192	Decommission CSO 33a Regulator	1 LS	*****	3,500.00	*****	3,600.00	*****	25,000.00	*****	30,000.00

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193	Decommission CSO 33b Regulator	1 LS	*****	16,000.00	*****	18,600.00	*****	25,000.00	*****	50,000.00
194	CLEANING EXISTING DRAINAGE STRUCTURE	7 EA	450.00	3,150.00	471.43	3,300.01	300.00	2,100.00	190.00	1,330.00
195	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	1230 CY	135.00	166,050.00	87.15	107,194.50	75.00	92,250.00	160.00	196,800.00
196	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	70 CY	30.00	2,100.00	22.86	1,600.20	18.00	1,260.00	20.00	1,400.00
197	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	70 CY	20.00	1,400.00	22.86	1,600.20	18.00	1,260.00	20.00	1,400.00
198	TRENCH SAFETY SYSTEM	1 LS	*****	10,000.00	*****	23,200.00	*****	20,000.00	*****	7,500.00
199	RECONNECT SIDE SEWER	5 EA	1,000.00	5,000.00	1,160.00	5,800.00	1,200.00	6,000.00	2,300.00	11,500.00
200	SIDE SEWER CLEANING & VIDEO INSPECTION	4 EA	750.00	3,000.00	575.00	2,300.00	500.00	2,000.00	425.00	1,700.00
201	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	200 LF	70.00	14,000.00	67.50	13,500.00	75.00	15,000.00	46.00	9,200.00
202	PLUGGING EXISTING PIPE	2 EA	700.00	1,400.00	350.00	700.00	450.00	900.00	325.00	650.00
203	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	30,000.00	*****	5,800.00	*****	45,000.00	*****	8,400.00
204	MAINTENANCE & CONNECTION OF EXISTING SEWER FLOWS	1 LS	*****	35,000.00	*****	69,700.00	*****	125,000.00	*****	36,500.00
205	ENCASE WATER/SEWER AT CROSSINGS	3 EA	950.00	2,850.00	1,166.67	3,500.01	2,500.00	7,500.00	965.00	2,895.00
206	CLEANING EXISTING SANITARY SEWER	5 EA	500.00	2,500.00	580.00	2,900.00	650.00	3,250.00	260.00	1,300.00
207	CONCRETE PIPE ANCHOR	6 EA	1,900.00	11,400.00	933.33	5,599.98	2,500.00	15,000.00	1,900.00	11,400.00
208	DI PIPE FOR WATER MAIN 6 IN. DIAM.	340 LF	60.00	20,400.00	57.94	19,699.60	60.00	20,400.00	56.50	19,210.00
209	GATE VALVE 6 IN.	4 EA	950.00	3,800.00	1,275.00	5,100.00	1,000.00	4,000.00	1,250.00	5,000.00
210	HYDRANT ASSEMBLY	1 EA	5,000.00	5,000.00	5,800.00	5,800.00	5,500.00	5,500.00	4,000.00	4,000.00

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211	TRENCH EXCAVATION FOR NEW WATER SERVICE TAP	1 EA	600.00	600.00	1,700.00	1,700.00	2,500.00	2,500.00	750.00	750.00
212	CSO FACILITY WATER SUPPLY & BACKFLOW PREVENTER ASSEMBLIES	1 LS	*****	49,000.00	*****	34,800.00	*****	38,000.00	*****	45,000.00
213	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	25 LF	85.00	2,125.00	116.00	2,900.00	85.00	2,125.00	80.00	2,000.00
214	SANITARY SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	435 LF	110.00	47,850.00	94.02	40,898.70	95.00	41,325.00	145.00	63,075.00
215	SANITARY SEWER FUSIBLE PVC PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	95 LF	195.00	18,525.00	506.32	48,100.40	400.00	38,000.00	600.00	57,000.00
216	SANITARY SEWER SPECIAL PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	515 LF	250.00	128,750.00	166.02	85,500.30	165.00	84,975.00	170.00	87,550.00
217	SANITARY SEWER PIPE 27 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	305 LF	150.00	45,750.00	232.46	70,900.30	160.00	48,800.00	257.00	78,385.00
218	SANITARY SEWER PIPE 30 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	50 LF	190.00	9,500.00	232.00	11,600.00	220.00	11,000.00	165.00	8,250.00
219	SANITARY SEWER PIPE 42 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	335 LF	285.00	95,475.00	371.64	124,499.40	285.00	95,475.00	334.00	111,890.00
220	SANITARY SEWER PIPE 48 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	120 LF	325.00	39,000.00	465.00	55,800.00	295.00	35,400.00	222.00	26,640.00
221	SANITARY SEWER PIPE 54 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	10 LF	450.00	4,500.00	810.00	8,100.00	500.00	5,000.00	448.00	4,480.00
222	SIDE SEWER PIPE 4 IN. TO 6 IN. DIAM.	45 LF	50.00	2,250.00	82.22	3,699.90	60.00	2,700.00	40.00	1,800.00
223	SIDE SEWER PERMIT	5 EA	40.00	200.00	40.00	200.00	40.00	200.00	40.00	200.00
224	FLOW CONTROL & FLUSH DEVICES WITH CONTROLS	1 LS	*****	228,000.00	*****	297,600.00	*****	325,000.00	*****	600,000.00

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225	DETENTION TANK APPURTENANCES	1 LS	*****	198,200.00	*****	258,500.00	*****	200,000.00	*****	350,000.00
226	ESC LEAD	1 LS	*****	10,000.00	*****	1,200.00	*****	5,000.00	*****	5,000.00
227	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	9,000.00	*****	5,800.00	*****	10,000.00	*****	2,500.00
228	EROSION CONTROL BLANKET	440 SY	18.00	7,920.00	2.27	998.80	14.00	6,160.00	7.60	3,344.00
229	INLET PROTECTION	11 EA	250.00	2,750.00	54.55	600.05	150.00	1,650.00	80.00	880.00
230	STABILIZED CONSTRUCTION ENTRANCE	1112 SY	18.00	20,016.00	13.94	15,501.28	12.00	13,344.00	7.00	7,784.00
231	STREET CLEANING	60 HR	200.00	12,000.00	93.33	5,599.80	150.00	9,000.00	180.00	10,800.00
232	SILT FENCE	900 LF	6.00	5,400.00	4.67	4,203.00	6.00	5,400.00	3.25	2,925.00
233	WATTLE	75 LF	10.00	750.00	2.67	200.25	12.00	900.00	5.00	375.00
234	TOPSOIL TYPE A, 4 INCH THICK	3870 SY	9.00	34,830.00	5.25	20,317.50	5.00	19,350.00	7.00	27,090.00
235	PSIPE SERVICEBERRY, 5 GAL	10 EA	60.00	600.00	90.00	900.00	80.00	800.00	54.00	540.00
236	PSIPE NOOTKA ROSE, 5 GAL	75 EA	60.00	4,500.00	88.00	6,600.00	80.00	6,000.00	54.00	4,050.00
237	PSIPE STAGHORN SUMAC, 5 GAL	13 EA	60.00	780.00	84.62	1,100.06	80.00	1,040.00	54.00	702.00
238	PSIPE WILD MOCKORANGE, 5 GAL	24 EA	60.00	1,440.00	87.50	2,100.00	80.00	1,920.00	54.00	1,296.00
239	PSIPE PIN OAK, 2" CAL.	3 EA	375.00	1,125.00	533.33	1,599.99	480.00	1,440.00	350.00	1,050.00
240	PSIPE DOWNY SERVICEBERRY, 2" CAL.	13 EA	375.00	4,875.00	553.85	7,200.05	500.00	6,500.00	350.00	4,550.00
241	PSIPE PONDEROSA PINE, 4'-6"	17 EA	350.00	5,950.00	370.59	6,300.03	360.00	6,120.00	150.00	2,550.00
242	PSIPE SAWLEAF ZELKOVA, 2" CAL.	1 EA	375.00	375.00	600.00	600.00	500.00	500.00	350.00	350.00
243	PSIPE FIRELAND YARROW, 1 GAL	100 EA	18.00	1,800.00	33.00	3,300.00	30.00	3,000.00	18.00	1,800.00

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244	PSIPE MISSOURI GOLDENROD, 1 GAL	190 EA	18.00	3,420.00	32.63	6,199.70	30.00	5,700.00	18.00	3,420.00
245	PSIPE Blue Elderberry, 5 Gal.	9 EA	60.00	540.00	88.89	800.01	80.00	720.00	54.00	486.00
246	WEED & PEST CONTROL	1 FA	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
247	HYDROSEEDING	4830 SY	3.00	14,490.00	1.64	7,921.20	1.50	7,245.00	1.15	5,554.50
248	SOD INSTALLATION	3760 SY	10.00	37,600.00	11.73	44,104.80	12.00	45,120.00	7.80	29,328.00
249	LANDSCAPE MULCH	20 CY	60.00	1,200.00	100.00	2,000.00	95.00	1,900.00	40.00	800.00
250	2 IN. PVC IRRIGATION SLEEVE	65 LF	15.00	975.00	7.69	499.85	8.00	520.00	6.00	390.00
251	TEMPORARY IRRIGATION SYSTEM	1 LS	*****	20,000.00	*****	46,500.00	*****	42,000.00	*****	28,880.00
252	REMOVE & REPLACE EXISTING SPRINKLER HEADS & LINES	1 LS	*****	11,000.00	*****	16,300.00	*****	14,000.00	*****	2,200.00
253	CEMENT CONCRETE CURB	940 LF	20.00	18,800.00	23.62	22,202.80	28.00	26,320.00	18.00	16,920.00
254	ASPHALT CONC. GUTTER	75 LF	18.00	1,350.00	13.33	999.75	18.00	1,350.00	12.00	900.00
255	CEMENT CONCRETE DRIVEWAY	50 SY	60.00	3,000.00	68.00	3,400.00	65.00	3,250.00	65.00	3,250.00
256	TEMPORARY CHAIN LINK FENCE	1200 LF	7.00	8,400.00	3.50	4,200.00	8.00	9,600.00	3.00	3,600.00
257	VEHICLE GATE ASSEMBLY	2 EA	5,500.00	11,000.00	5,000.00	10,000.00	5,500.00	11,000.00	4,060.00	8,120.00
258	ADJUST MONUMENT FRAME AND COVER	1 EA	350.00	350.00	100.00	100.00	600.00	600.00	381.00	381.00
259	CEMENT CONC. SIDEWALK	730 SY	38.00	27,740.00	45.62	33,302.60	45.00	32,850.00	43.00	31,390.00
260	RAMP DETECTABLE WARNING	48 SF	25.00	1,200.00	22.92	1,100.16	24.00	1,152.00	20.00	960.00
261	RAMP DETECTABLE WARNING RETROFIT	8 SF	36.00	288.00	37.50	300.00	35.00	280.00	50.00	400.00
262	SAWCUTTING TRIP HAZARD	50 SF	25.00	1,250.00	30.00	1,500.00	65.00	3,250.00	15.00	750.00

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263	3FT - 4FT BASALT BOULDER	142 EA	100.00	14,200.00	107.04	15,199.68	100.00	14,200.00	50.00	7,100.00
264	SIGNING, PERMANENT	1 LS	*****	2,500.00	*****	2,600.00	*****	4,000.00	*****	2,555.00
265	MECHANICAL SYSTEMS - CSO FACILITY	1 LS	*****	552,000.00	*****	506,000.00	*****	265,000.00	*****	1,000,000.00
266	ELECTRICAL SYSTEMS - CSO FACILITY	1 LS	*****	477,800.00	*****	485,100.00	*****	250,000.00	*****	350,000.00
267	REMOVABLE BOLLARDS	6 EA	750.00	4,500.00	850.00	5,100.00	1,600.00	9,600.00	1,200.00	7,200.00
268	EXCAVATION & SUPPORT FOR LAUNCHING SHAFT	1 LS	*****	75,000.00	*****	14,000.00	*****	50,000.00	*****	5,000.00
269	EXCAVATION & SUPPORT FOR RECEIVING SHAFT	1 LS	*****	45,000.00	*****	14,000.00	*****	20,000.00	*****	0.00
270	TUNNEL CASING & SUPPORT	80 LF	5,000.00	400,000.00	2,428.75	194,300.00	2,200.00	176,000.00	1,297.50	103,800.00
271	DEWATER TRENCH	1 LS	*****	25,000.00	*****	5,800.00	*****	15,000.00	*****	1.00
272	DEWATER TANK SUMP	1 LS	*****	50,000.00	*****	16,700.00	*****	50,000.00	*****	71,620.00
273	18-IN. DIAMETER CARRIER PIPE INCL. SUPPORT	80 LF	600.00	48,000.00	433.75	34,700.00	150.00	12,000.00	531.50	42,520.00

Schedule Totals

11,390,302.00

11,298,333.57

11,683,489.00

12,377,854.30

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101	POST-CONSTRUCTION SURVEYING	1 LS	*****	5,000.00	*****	5,000.00	*****	0.00	*****	0.00
102	RECORD DRAWINGS	1 LS	*****	6,000.00	*****	6,000.00	*****	0.00	*****	0.00
103	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1,000.00	1,000.00	0.00	0.00	0.00	0.00
104	SPCC PLAN	1 LS	*****	1,000.00	*****	1,000.00	*****	0.00	*****	0.00
105	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	20,000.00	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00
106	POTHOLING	5 EA	500.00	2,500.00	590.00	2,950.00	0.00	0.00	0.00	0.00
107	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	900.00	2,700.00	325.00	975.00	0.00	0.00	0.00	0.00
108	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	4,500.00	*****	1,600.00	*****	0.00	*****	0.00
109	MOBILIZATION	1 LS	*****	820,000.00	*****	1,200,000.00	*****	0.00	*****	0.00
110	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	30,000.00	*****	110,000.00	*****	0.00	*****	0.00
111	SPECIAL SIGNS	23 SF	18.00	414.00	11.00	253.00	0.00	0.00	0.00	0.00
112	TYPE III BARRICADE	24 EA	60.00	1,440.00	40.00	960.00	0.00	0.00	0.00	0.00
113	CLEARING AND GRUBBING	1 LS	*****	25,000.00	*****	100,000.00	*****	0.00	*****	0.00
114	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	12,500.00	*****	12,000.00	*****	0.00	*****	0.00
115	Air or Hydro Evacuation	10 EA	600.00	6,000.00	850.00	8,500.00	0.00	0.00	0.00	0.00
116	REMOVE TREE, CLASS I	21 EA	200.00	4,200.00	275.00	5,775.00	0.00	0.00	0.00	0.00
117	REMOVE TREE, CLASS II	11 EA	600.00	6,600.00	550.00	6,050.00	0.00	0.00	0.00	0.00
118	REMOVE TREE, CLASS III	1 EA	1,500.00	1,500.00	2,200.00	2,200.00	0.00	0.00	0.00	0.00
119	TREE PRUNING	22 EA	800.00	17,600.00	450.00	9,900.00	0.00	0.00	0.00	0.00

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120	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	24,000.00	*****	97,000.00	*****	0.00	*****	0.00
121	REMOVE EXISTING CURB	940 LF	10.00	9,400.00	4.00	3,760.00	0.00	0.00	0.00	0.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	490 SY	14.00	6,860.00	6.00	2,940.00	0.00	0.00	0.00	0.00
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	15 EA	950.00	14,250.00	900.00	13,500.00	0.00	0.00	0.00	0.00
124	REMOVE EXISTING < 12 IN. DIAM. PIPE	85 LF	6.20	527.00	11.00	935.00	0.00	0.00	0.00	0.00
125	REMOVE EXISTING 30 IN. TO 42 IN. DIAM. PIPE	380 LF	11.00	4,180.00	18.00	6,840.00	0.00	0.00	0.00	0.00
126	SAWCUTTING CURB	60 EA	30.00	1,800.00	45.00	2,700.00	0.00	0.00	0.00	0.00
127	SAWCUTTING RIGID PAVEMENT	180 LFI	1.50	270.00	2.50	450.00	0.00	0.00	0.00	0.00
128	SAWCUTTING FLEXIBLE PAVEMENT	840 LFI	0.50	420.00	1.00	840.00	0.00	0.00	0.00	0.00
129	REMOVE AND DISPOSE OF TROLLEY RAILS	400 LF	20.00	8,000.00	7.00	2,800.00	0.00	0.00	0.00	0.00
130	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	3 EA	270.00	810.00	500.00	1,500.00	0.00	0.00	0.00	0.00
131	ROADWAY EXCAVATION INCL. HAUL	1103 CY	25.00	27,575.00	4.00	4,412.00	0.00	0.00	0.00	0.00
132	REMOVE UNSUITABLE FOUNDATION MATERIAL	500 CY	26.00	13,000.00	18.00	9,000.00	0.00	0.00	0.00	0.00
133	REPLACE UNSUITABLE FOUNDATION MATERIAL	500 CY	20.00	10,000.00	28.00	14,000.00	0.00	0.00	0.00	0.00
134	COMMON BORROW INCL. HAUL	2700 CY	19.00	51,300.00	26.00	70,200.00	0.00	0.00	0.00	0.00
135	SITE SHAPING & GRADING	1 LS	*****	39,800.00	*****	31,000.00	*****	0.00	*****	0.00
136	PRE-BLAST & POST-BLAST SURVEY	1 LS	*****	60,000.00	*****	138,000.00	*****	0.00	*****	0.00
137	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TANK	1500 CY	60.00	90,000.00	50.00	75,000.00	0.00	0.00	0.00	0.00
138	SPECIAL / INDUSTRIAL WASTE	2140 TO	50.00	107,000.00	56.00	119,840.00	0.00	0.00	0.00	0.00

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139	HAZARDOUS MATERIAL	30 TO	400.00	12,000.00	426.00	12,780.00	0.00	0.00	0.00	0.00
140	DISPOSE OF INERT FILL & DEBRIS INCL. HAUL	3080 CY	15.00	46,200.00	21.00	64,680.00	0.00	0.00	0.00	0.00
141	HEALTH & SAFETY PLAN	1 LS	*****	15,000.00	*****	6,000.00	*****	0.00	*****	0.00
142	PREPARATION OF UNTREATED ROADWAY	5428 SY	3.00	16,284.00	2.00	10,856.00	0.00	0.00	0.00	0.00
143	STRUCTURE EXCAVATION CLASS A INCL. HAUL	1 LS	*****	642,000.00	*****	1,100,000.00	*****	0.00	*****	0.00
144	SHORING OR EXTRA EXCAVATION CLASS A	1 LS	*****	60,000.00	*****	40,000.00	*****	0.00	*****	0.00
145	GRAVEL BACKFILL FOR WALLS INCL. HAUL	588 CY	38.00	22,344.00	43.00	25,284.00	0.00	0.00	0.00	0.00
146	CONTROLLED DENSITY FILL	366 CY	150.00	54,900.00	127.00	46,482.00	0.00	0.00	0.00	0.00
147	PRE-CONSTRUCTION & POST-CONSTRUCTION SURVEY & MONITORING	1 LS	*****	50,000.00	*****	78,000.00	*****	0.00	*****	0.00
148	CRUSHED SURFACING TOP COURSE	300 CY	48.00	14,400.00	35.00	10,500.00	0.00	0.00	0.00	0.00
149	CRUSHED SURFACING BASE COURSE	300 CY	45.00	13,500.00	35.00	10,500.00	0.00	0.00	0.00	0.00
150	CSTC FOR SIDEWALK AND DRIVEWAYS	30 CY	65.00	1,950.00	62.00	1,860.00	0.00	0.00	0.00	0.00
151	CSTC FOR TANK FOUNDATION	530 CY	43.00	22,790.00	40.00	21,200.00	0.00	0.00	0.00	0.00
152	CRUSHED SURFACING TOP COURSE, UNPAVED AREAS	520 CY	55.00	28,600.00	34.00	17,680.00	0.00	0.00	0.00	0.00
153	CRUSHED SURFACING BASE COURSE, UNPAVED AREAS	520 CY	45.00	23,400.00	34.00	17,680.00	0.00	0.00	0.00	0.00
154	HMA CL. 1/2 IN. PG 64-28, 3 INCH THICK	5400 SY	16.00	86,400.00	13.65	73,710.00	0.00	0.00	0.00	0.00
155	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	28 SY	49.00	1,372.00	75.00	2,100.00	0.00	0.00	0.00	0.00
156	HMA FOR TRANSITION, CL. 1/2 IN. PG 70-28, 2 INCH THICK	30 SY	44.00	1,320.00	50.00	1,500.00	0.00	0.00	0.00	0.00
157	SOIL RESIDUAL HERBICIDE	9660 SY	1.00	9,660.00	0.23	2,221.80	0.00	0.00	0.00	0.00

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158	PAVEMENT REPAIR EXCAVATION INCL. HAUL	28 SY	30.00	840.00	25.00	700.00	0.00	0.00	0.00	0.00
159	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
160	COMPACTION PRICE ADJUSTMENT	1 CAL	8,777.00	8,777.00	8,777.00	8,777.00	0.00	0.00	0.00	0.00
161	CONCRETE STRUCTURE - CAST-IN- PLACE CSO TANK	1 LS	*****	5,048,100.00	*****	6,225,000.00	*****	0.00	*****	0.00
162	MICROPILES - ADDITIONAL OVERBURDEN LENGTH	500 LF	165.00	82,500.00	167.00	83,500.00	0.00	0.00	0.00	0.00
163	ADDITIONAL M3 MICROPILES	5 EA	8,800.00	44,000.00	6,880.00	34,400.00	0.00	0.00	0.00	0.00
164	CEMENT CONCRETE RETAINING WALL	350 VSF	85.00	29,750.00	90.00	31,500.00	0.00	0.00	0.00	0.00
165	WATERPROOFING	722 SY	75.00	54,150.00	45.00	32,490.00	0.00	0.00	0.00	0.00
166	REMOVING AND RESETTING EXISTING PERMANENT BARRIER	52 LF	30.00	1,560.00	20.00	1,040.00	0.00	0.00	0.00	0.00
167	MANHOLE TYPE I-48, BASIC PRICE	6 EA	4,000.00	24,000.00	4,500.00	27,000.00	0.00	0.00	0.00	0.00
168	MANHOLE TYPE I-48 SHALLOW, BASIC PRICE	1 EA	3,800.00	3,800.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00
169	MANHOLE TYPE II-54, BASIC PRICE	4 EA	6,000.00	24,000.00	5,400.00	21,600.00	0.00	0.00	0.00	0.00
170	MANHOLE TYPE III-54, BASIC PRICE	1 EA	5,200.00	5,200.00	5,400.00	5,400.00	0.00	0.00	0.00	0.00
171	MANHOLE TYPE II-72, BASIC PRICE	4 EA	9,000.00	36,000.00	5,900.00	23,600.00	0.00	0.00	0.00	0.00
172	MANHOLE TYPE II-96, BASIC PRICE	5 EA	13,900.00	69,500.00	13,600.00	68,000.00	0.00	0.00	0.00	0.00
173	MANHOLE ADDITIONAL HEIGHT 48 IN. DIAM. TYPE I	9 VF	180.00	1,620.00	75.00	675.00	0.00	0.00	0.00	0.00
174	MANHOLE ADDITIONAL HEIGHT 54 IN. DIAM. TYPE II	36	200.00	7,200.00	175.00	6,300.00	0.00	0.00	0.00	0.00
175	MANHOLE ADDITIONAL HEIGHT 72 IN. DIAM. TYPE II	21	300.00	6,300.00	250.00	5,250.00	0.00	0.00	0.00	0.00

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176	MANHOLE ADDITIONAL HEIGHT 96 IN. DIAM. TYPE II	9	400.00	3,600.00	360.00	3,240.00	0.00	0.00	0.00	0.00
177	MANHOLE TYPE II OR III-54 VENTILATION STRUCTURE	9 EA	7,000.00	63,000.00	4,550.00	40,950.00	0.00	0.00	0.00	0.00
178	RECONSTRUCT MANHOLE INVERT	4 EA	3,000.00	12,000.00	2,000.00	8,000.00	0.00	0.00	0.00	0.00
179	DRYWELL TYPE 1	1 EA	3,200.00	3,200.00	3,500.00	3,500.00	0.00	0.00	0.00	0.00
180	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	1 EA	350.00	350.00	180.00	180.00	0.00	0.00	0.00	0.00
181	CATCH BASIN TYPE 1	3 EA	2,200.00	6,600.00	1,980.00	5,940.00	0.00	0.00	0.00	0.00
182	CATCH BASIN TYPE 3	6 EA	2,600.00	15,600.00	2,030.00	12,180.00	0.00	0.00	0.00	0.00
183	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	6 EA	650.00	3,900.00	650.00	3,900.00	0.00	0.00	0.00	0.00
184	VALVE BOX AND COVER	4 EA	400.00	1,600.00	260.00	1,040.00	0.00	0.00	0.00	0.00
185	Connect 6 In. to 12 In. Diam. Pipe to Existing Catch Basin, Drywell, or Manhole	1 EA	650.00	650.00	1,200.00	1,200.00	0.00	0.00	0.00	0.00
186	Connect 15 In. to 27 In. Diam. Pipe to Existing Catch Basin, Drywell, or Manhole	3 EA	1,000.00	3,000.00	1,300.00	3,900.00	0.00	0.00	0.00	0.00
187	CONNECT 30 IN. TO 42 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	1,800.00	1,800.00	1,500.00	1,500.00	0.00	0.00	0.00	0.00
188	Connect 6 In. to 12 In. Diam. Sewer Pipe to Existing Sewer Pipe	1 EA	300.00	300.00	900.00	900.00	0.00	0.00	0.00	0.00
189	CONNECT 15 IN. TO 27 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	500.00	500.00	1,200.00	1,200.00	0.00	0.00	0.00	0.00
190	CSO 33B DIVERSION VAULT	1 LS	*****	75,000.00	*****	115,000.00	*****	0.00	*****	0.00
191	MANHOLE TEST	3 EA	550.00	1,650.00	550.00	1,650.00	0.00	0.00	0.00	0.00
192	Decommission CSO 33a Regulator	1 LS	*****	3,500.00	*****	1,900.00	*****	0.00	*****	0.00

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193	Decommission CSO 33b Regulator	1 LS	*****	16,000.00	*****	22,000.00	*****	0.00	*****	0.00
194	CLEANING EXISTING DRAINAGE STRUCTURE	7 EA	450.00	3,150.00	450.00	3,150.00	0.00	0.00	0.00	0.00
195	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	1230 CY	135.00	166,050.00	100.00	123,000.00	0.00	0.00	0.00	0.00
196	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	70 CY	30.00	2,100.00	13.00	910.00	0.00	0.00	0.00	0.00
197	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	70 CY	20.00	1,400.00	25.00	1,750.00	0.00	0.00	0.00	0.00
198	TRENCH SAFETY SYSTEM	1 LS	*****	10,000.00	*****	28,000.00	*****	0.00	*****	0.00
199	RECONNECT SIDE SEWER	5 EA	1,000.00	5,000.00	900.00	4,500.00	0.00	0.00	0.00	0.00
200	SIDE SEWER CLEANING & VIDEO INSPECTION	4 EA	750.00	3,000.00	1,300.00	5,200.00	0.00	0.00	0.00	0.00
201	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	200 LF	70.00	14,000.00	53.00	10,600.00	0.00	0.00	0.00	0.00
202	PLUGGING EXISTING PIPE	2 EA	700.00	1,400.00	2,100.00	4,200.00	0.00	0.00	0.00	0.00
203	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	30,000.00	*****	27,000.00	*****	0.00	*****	0.00
204	MAINTENANCE & CONNECTION OF EXISTING SEWER FLOWS	1 LS	*****	35,000.00	*****	58,000.00	*****	0.00	*****	0.00
205	ENCASE WATER/SEWER AT CROSSINGS	3 EA	950.00	2,850.00	740.00	2,220.00	0.00	0.00	0.00	0.00
206	CLEANING EXISTING SANITARY SEWER	5 EA	500.00	2,500.00	1,640.00	8,200.00	0.00	0.00	0.00	0.00
207	CONCRETE PIPE ANCHOR	6 EA	1,900.00	11,400.00	2,400.00	14,400.00	0.00	0.00	0.00	0.00
208	DI PIPE FOR WATER MAIN 6 IN. DIAM.	340 LF	60.00	20,400.00	95.00	32,300.00	0.00	0.00	0.00	0.00
209	GATE VALVE 6 IN.	4 EA	950.00	3,800.00	1,050.00	4,200.00	0.00	0.00	0.00	0.00
210	HYDRANT ASSEMBLY	1 EA	5,000.00	5,000.00	4,700.00	4,700.00	0.00	0.00	0.00	0.00

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211	TRENCH EXCAVATION FOR NEW WATER SERVICE TAP	1 EA	600.00	600.00	3,000.00	3,000.00	0.00	0.00	0.00	0.00
212	CSO FACILITY WATER SUPPLY & BACKFLOW PREVENTER ASSEMBLIES	1 LS	*****	49,000.00	*****	24,000.00	*****	0.00	*****	0.00
213	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	25 LF	85.00	2,125.00	48.00	1,200.00	0.00	0.00	0.00	0.00
214	SANITARY SEWER PIPE 18 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	435 LF	110.00	47,850.00	116.00	50,460.00	0.00	0.00	0.00	0.00
215	SANITARY SEWER FUSIBLE PVC PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	95 LF	195.00	18,525.00	550.00	52,250.00	0.00	0.00	0.00	0.00
216	SANITARY SEWER SPECIAL PIPE 24 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	515 LF	250.00	128,750.00	155.00	79,825.00	0.00	0.00	0.00	0.00
217	SANITARY SEWER PIPE 27 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	305 LF	150.00	45,750.00	520.00	158,600.00	0.00	0.00	0.00	0.00
218	SANITARY SEWER PIPE 30 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	50 LF	190.00	9,500.00	160.00	8,000.00	0.00	0.00	0.00	0.00
219	SANITARY SEWER PIPE 42 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	335 LF	285.00	95,475.00	206.00	69,010.00	0.00	0.00	0.00	0.00
220	SANITARY SEWER PIPE 48 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	120 LF	325.00	39,000.00	193.00	23,160.00	0.00	0.00	0.00	0.00
221	SANITARY SEWER PIPE 54 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	10 LF	450.00	4,500.00	218.00	2,180.00	0.00	0.00	0.00	0.00
222	SIDE SEWER PIPE 4 IN. TO 6 IN. DIAM.	45 LF	50.00	2,250.00	110.00	4,950.00	0.00	0.00	0.00	0.00
223	SIDE SEWER PERMIT	5 EA	40.00	200.00	40.00	200.00	0.00	0.00	0.00	0.00
224	FLOW CONTROL & FLUSH DEVICES WITH CONTROLS	1 LS	*****	228,000.00	*****	280,000.00	*****	0.00	*****	0.00

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225	DETENTION TANK APPURTENANCES	1 LS	*****	198,200.00	*****	60,000.00	*****	0.00	*****	0.00
226	ESC LEAD	1 LS	*****	10,000.00	*****	500.00	*****	0.00	*****	0.00
227	MATERIAL ON HAND, EROSION CONTROL	1 LS	*****	9,000.00	*****	27,000.00	*****	0.00	*****	0.00
228	EROSION CONTROL BLANKET	440 SY	18.00	7,920.00	4.75	2,090.00	0.00	0.00	0.00	0.00
229	INLET PROTECTION	11 EA	250.00	2,750.00	96.00	1,056.00	0.00	0.00	0.00	0.00
230	STABILIZED CONSTRUCTION ENTRANCE	1112 SY	18.00	20,016.00	14.00	15,568.00	0.00	0.00	0.00	0.00
231	STREET CLEANING	60 HR	200.00	12,000.00	115.00	6,900.00	0.00	0.00	0.00	0.00
232	SILT FENCE	900 LF	6.00	5,400.00	4.00	3,600.00	0.00	0.00	0.00	0.00
233	WATTLE	75 LF	10.00	750.00	4.00	300.00	0.00	0.00	0.00	0.00
234	TOPSOIL TYPE A, 4 INCH THICK	3870 SY	9.00	34,830.00	5.00	19,350.00	0.00	0.00	0.00	0.00
235	PSIPE SERVICEBERRY, 5 GAL	10 EA	60.00	600.00	83.00	830.00	0.00	0.00	0.00	0.00
236	PSIPE NOOTKA ROSE, 5 GAL	75 EA	60.00	4,500.00	83.00	6,225.00	0.00	0.00	0.00	0.00
237	PSIPE STAGHORN SUMAC, 5 GAL	13 EA	60.00	780.00	83.00	1,079.00	0.00	0.00	0.00	0.00
238	PSIPE WILD MOCKORANGE, 5 GAL	24 EA	60.00	1,440.00	83.00	1,992.00	0.00	0.00	0.00	0.00
239	PSIPE PIN OAK, 2" CAL.	3 EA	375.00	1,125.00	500.00	1,500.00	0.00	0.00	0.00	0.00
240	PSIPE DOWNY SERVICEBERRY, 2" CAL.	13 EA	375.00	4,875.00	500.00	6,500.00	0.00	0.00	0.00	0.00
241	PSIPE PONDEROSA PINE, 4'-6"	17 EA	350.00	5,950.00	350.00	5,950.00	0.00	0.00	0.00	0.00
242	PSIPE SAWLEAF ZELKOVA, 2" CAL.	1 EA	375.00	375.00	525.00	525.00	0.00	0.00	0.00	0.00
243	PSIPE FIRELAND YARROW, 1 GAL	100 EA	18.00	1,800.00	30.00	3,000.00	0.00	0.00	0.00	0.00

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244	PSIPE MISSOURI GOLDENROD, 1 GAL	190 EA	18.00	3,420.00	30.00	5,700.00	0.00	0.00	0.00	0.00
245	PSIPE Blue Elderberry, 5 Gal.	9 EA	60.00	540.00	83.00	747.00	0.00	0.00	0.00	0.00
246	WEED & PEST CONTROL	1 FA	5,000.00	5,000.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00
247	HYDROSEEDING	4830 SY	3.00	14,490.00	1.50	7,245.00	0.00	0.00	0.00	0.00
248	SOD INSTALLATION	3760 SY	10.00	37,600.00	11.00	41,360.00	0.00	0.00	0.00	0.00
249	LANDSCAPE MULCH	20 CY	60.00	1,200.00	96.00	1,920.00	0.00	0.00	0.00	0.00
250	2 IN. PVC IRRIGATION SLEEVE	65 LF	15.00	975.00	7.00	455.00	0.00	0.00	0.00	0.00
251	TEMPORARY IRRIGATION SYSTEM	1 LS	*****	20,000.00	*****	43,000.00	*****	0.00	*****	0.00
252	REMOVE & REPLACE EXISTING SPRINKLER HEADS & LINES	1 LS	*****	11,000.00	*****	15,000.00	*****	0.00	*****	0.00
253	CEMENT CONCRETE CURB	940 LF	20.00	18,800.00	21.00	19,740.00	0.00	0.00	0.00	0.00
254	ASPHALT CONC. GUTTER	75 LF	18.00	1,350.00	13.00	975.00	0.00	0.00	0.00	0.00
255	CEMENT CONCRETE DRIVEWAY	50 SY	60.00	3,000.00	77.00	3,850.00	0.00	0.00	0.00	0.00
256	TEMPORARY CHAIN LINK FENCE	1200 LF	7.00	8,400.00	11.00	13,200.00	0.00	0.00	0.00	0.00
257	VEHICLE GATE ASSEMBLY	2 EA	5,500.00	11,000.00	4,200.00	8,400.00	0.00	0.00	0.00	0.00
258	ADJUST MONUMENT FRAME AND COVER	1 EA	350.00	350.00	180.00	180.00	0.00	0.00	0.00	0.00
259	CEMENT CONC. SIDEWALK	730 SY	38.00	27,740.00	51.00	37,230.00	0.00	0.00	0.00	0.00
260	RAMP DETECTABLE WARNING	48 SF	25.00	1,200.00	22.00	1,056.00	0.00	0.00	0.00	0.00
261	RAMP DETECTABLE WARNING RETROFIT	8 SF	36.00	288.00	55.00	440.00	0.00	0.00	0.00	0.00
262	SAWCUTTING TRIP HAZARD	50 SF	25.00	1,250.00	16.00	800.00	0.00	0.00	0.00	0.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> ADDENDUM 2					Sales tax shall NOT be included in unit prices					
263	3FT - 4FT BASALT BOULDER	142 EA	100.00	14,200.00	100.00	14,200.00	0.00	0.00	0.00	0.00
264	SIGNING, PERMANENT	1 LS	*****	2,500.00	*****	3,000.00	*****	0.00	*****	0.00
265	MECHANICAL SYSTEMS - CSO FACILITY	1 LS	*****	552,000.00	*****	330,000.00	*****	0.00	*****	0.00
266	ELECTRICAL SYSTEMS - CSO FACILITY	1 LS	*****	477,800.00	*****	300,000.00	*****	0.00	*****	0.00
267	REMOVABLE BOLLARDS	6 EA	750.00	4,500.00	775.00	4,650.00	0.00	0.00	0.00	0.00
268	EXCAVATION & SUPPORT FOR LAUNCHING SHAFT	1 LS	*****	75,000.00	*****	26,000.00	*****	0.00	*****	0.00
269	EXCAVATION & SUPPORT FOR RECEIVING SHAFT	1 LS	*****	45,000.00	*****	4,000.00	*****	0.00	*****	0.00
270	TUNNEL CASING & SUPPORT	80 LF	5,000.00	400,000.00	1,525.00	122,000.00	0.00	0.00	0.00	0.00
271	DEWATER TRENCH	1 LS	*****	25,000.00	*****	13,000.00	*****	0.00	*****	0.00
272	DEWATER TANK SUMP	1 LS	*****	50,000.00	*****	99,000.00	*****	0.00	*****	0.00
273	18-IN. DIAMETER CARRIER PIPE INCL. SUPPORT	80 LF	600.00	48,000.00	530.00	42,400.00	0.00	0.00	0.00	0.00
<i>Schedule Totals</i>				11,390,302.00		12,856,002.80		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	11,390,302.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,390,302.00
Halme Construction Inc	9,597,092.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9,597,092.50
T LaRiviere Equipment	#####	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,290,288.00
Max J Kuney Company	#####	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10,984,219.00
Clearwater Constructio	#####	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,298,333.57
S & L Underground inc	#####	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11,683,489.00
Garco Construction Inc	#####	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,377,854.30
Apollo Inc	#####	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12,856,002.80

Low Bid Contractor: Halme Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$10,432,039.53	\$12,381,258.25	15.74	% Under Estimate
Bid Totals	\$10,432,039.53	\$12,381,258.25	15.74	% Under Estimate



Agenda Sheet for City Council Meeting of:
11/14/2016

Date Rec'd	10/28/2016
Clerk's File #	OPR 2016-0016
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2015176
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 17383
Agenda Item Name	0370 - CENTURY WEST CONTRACT INCREASE		

Agenda Wording

Contract amendment with Century West Engineering to increase the contract amount an additional \$28,500.00.

Summary (Background)

Requesting approval to increase the contract with Century West by \$28,500 bringing the agreement total from the original \$68,700.00 to \$97,200.00. The City purchased from Inland Power a site for this proposed facility west of the intersection of Geiger Boulevard and Thomas Mallen Road and began design at that site. Because of an error on the part of the title company, the site the City purchased from Inland Power was not Inland Power's to sell and so the City had to secure a different

Fiscal Impact		Budget Account	
Expense	\$ 28,500.00	#	4250 42300 94000 56501 04100
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	Public Works 9/22/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Engineering Admin	
For the Mayor	SANDERS, THERESA	kkeck@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		dbuller@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

location. Design already done on that site is no longer of use, which is the reason for the need to increase Century West's contract amount.

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

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
August 22, 2016

Subject:

Engineering Services Project No. 2015176 - Century West Engineering Contract Increase (consultant for West Plains Chlorine Booster Station)

Background:

As communicated to PWC in November 2015, the City is required by the state Department of Health to maintain a minimum chlorine level at all points in the water system. Chlorine is injected at the City's various wells which are all located on the north, south and east sides of the City (see attached exhibit 1). As the water moves into the system away from the wells, the chlorine level drops. The West Plains area is the most distant point in the water system from the wells and, therefore, chlorine levels are at an absolute minimum. The Water Department is planning a chlorine booster station on the west edge of the City.

The City purchased from Inland Power a site for this proposed facility west of the intersection of Geiger Boulevard and Thomas Mallon Road and began design at that site. Because of an error on the part of the title company, the site the City purchased from Inland Power was not Inland Power's to sell and so the City had to secure a different location. Design already done on that site is no longer of use, which is the reason for the need to increase Century West's contract amount.

Public Impact:

None

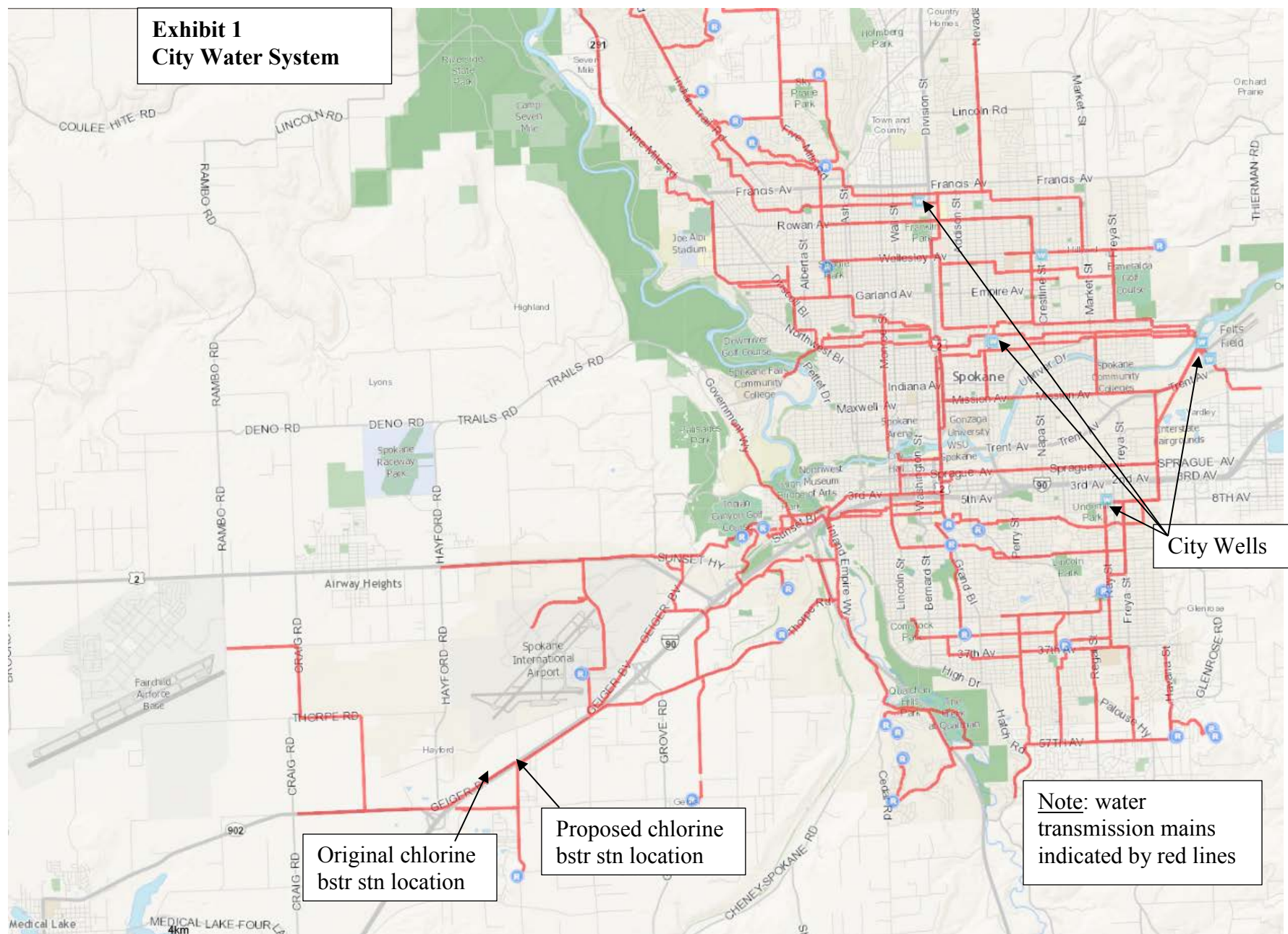
Action:

Staff requests approval to increase the contract with Century West by \$28,500 bringing the agreement total from the original \$68,700.00 to \$97,200.00. We plan to put this request on the next council agenda.

Funding

Funds expended by this contract will be paid by the Water Department.

**Exhibit 1
City Water System**



**Exhibit 2
Chlorine Booster
Station Location**

Currently
proposed
location

Original location
(Inland Power
location)

Geiger Rd.

I-90

Freeway
crossing

36" T-Main





City of Spokane

CONTRACT ADDENDUM

Title: **West Plains Chlorine Booster Station**
Project Number: **2015176**

This Contract Addendum is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **CENTURY WEST ENGINEERING INC.**, whose address is 11707 East Montgomery Drive, Spokane Valley, Washington, 99206 as ("Consultant").

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide the design of a Chlorine Booster Station on the West Plains for the City's Water Department; and

WHEREAS, additional work has been requested, thus the original Contract needs to be formally amended by this written document; and

-- NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated December 16, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Addendum shall become effective on August 1, 2016.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is expanded to include the following additional Work:

Additional Design necessities for the Chlorine Booster Station.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$28,500.00)**, for everything furnished and done under this Contract Addendum. This is the maximum amount to be paid under this Addendum, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Addendum document.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Addendum by having legally-binding representatives affix their signatures below.

CENTURY WEST ENGINEERING INC.

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

David A Condon

Mayor

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Additional Addendum Scope of Work document

16-733a



Agenda Sheet for City Council Meeting of:
11/14/2016

Date Rec'd	10/25/2016
Clerk's File #	OPR 2016-0871
Renews #	
Cross Ref #	
Project #	
Bid #	4295-16
Requisition #	CR 17382

Submitting Dept	WATER & HYDROELECTRIC SERVICES
Contact Name/Phone	JIM SAKAMOTO X7854
Contact E-Mail	JSAKAMOTO@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4100 - HAVANA WELL SITE EVALUATION - PHASE II

Agenda Wording

Contract amendment for phase II of evaluation, test well development, and wellfield planning at the Havana Street well site (southeast corner of E. 6th Avenue and S. Havana Street) with GSI Water Solutions, Inc. (Portland, OR) not to exceed \$414,000.

Summary (Background)

Request for Qualifications #4295-16 was issued September 2, 2016. Four (4) responses were opened on September 19, 2016. GSI Water Solutions was selected for project award by a five person evaluation committee. Phase II of this project includes Task 3 - Test Well Installation and Aquifer Testing, Task 4 - Data Analysis and Reporting, and Task 5 - Contingency Reserve (to be used at the City's written approval). Phase II is estimated to cost between \$334,000 and \$414,000.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 414,000.00	#	4340-42300-94000-56501-04100
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PWC 10/24/2016
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	JPORCELLO@GSIWS.COM	
<u>For the Mayor</u>	SANDERS, THERESA	WBURT@GSIWS.COM	
<u>Additional Approvals</u>		KJANSSEN@GSIWS.COM	
<u>Purchasing</u>	PRINCE, THEA	DBULLER@SPOKANECITY.ORG	
		JSAKAMOTO@SPOKANECITY.ORG	
		TPRINCE@SPOKANECITY.ORG	
		SJOHNSON@SPOKANECITY.ORG	

BRIEFING PAPER
Public Works Committee
Water & Hydro-Electric Department
October 24, 2016

Subject

Contract amendment for the second phase of site evaluation, test well development, and wellfield design planning at the Havana Street well site (southeast corner of East 6th Avenue and South Havana Street) with GSI Water Solutions, Inc. (Portland, OR) not to exceed \$414,000 including tax.

Background

Request for Qualifications #4295-16 was issued September 2, 2016. Four (4) responses were opened on September 19, 2016. GSI Water Solutions was selected for project award by a five person evaluation committee.

Phase II of this project includes Task 3 – Test Well Installation and Aquifer Testing, Task 4 – Data Analysis and Reporting, and Task 5 – Contingency Reserve (to be used at the City's written approval). Phase II is estimated to cost between \$334,000 and \$414,000.

Impact

This contract supports continued efforts to assess the long term use and maximize the cost effective real estate transaction of this property.

Action

Recommend approval.

Funding

All funding for this purchase will be from the Water/Wastewater Revenue Bond.



PROPOSAL

To: Jim Sakamoto, PE / City of Spokane, WA

From: John Porcello, LHG / GSI Water Solutions, Inc.

Date: October 3, 2016

**RE: Scope of Work and Fee Estimate for Phase 2 of the
Havana Well Site Evaluation and Test Well Development Project**

This document presents a scope of work and associated fee estimate for GSI Water Solutions, Inc. (GSI) – and our teaming partners Landau Associates, Murray, Smith & Associates (MSA), and PQ Products – to provide the second phase of professional hydrogeologic and engineering services to the City of Spokane (City) for site evaluation, test well development, and wellfield design planning at the Havana Street well site, located at the southeast corner of East 6th Avenue and South Havana Street in the City of Spokane Valley. GSI and its teaming partners have developed this scope of work and fee estimate based on City-identified project work elements that were presented in RFQ 4295-16 and our team's proposal of September 2016 that was submitted to the City in response to the RFQ.

This proposal presents the scope of work, estimated fee, and schedule for the second phase of this two-phase project. Phase 2 consists of field investigations, data analyses, preparation of recommendations for future water supply development at the site, and draft and final reports. The scope of work, fee estimate, and schedule for Phase 1 activities have been presented to the City in a separate proposal, dated September 30, 2016.

Phase 2 Scope of Work

This scope of work describes the services that our project team will provide the City under Phase 2 of the project. Our scope of work for Phase 2 will consist of three tasks:

- Task 3 – Test Well Installation and Aquifer Testing
- Task 4 – Data Analysis and Reporting
- Task 5 - Contingency Reserve

Task 1 (test well prognosis) and Task 2 (drilling contractor selection and field preparation) comprise Phase 1 of the project and are described in the Phase 1 proposal of September 30, 2016. Following are descriptions of the work components and assumptions for each Phase 2 task.

Task 3 Scope – Test Well Installation and Aquifer Testing

The objective of Task 3 is to implement and oversee a drilling and testing program to assess aquifer productivity and determine whether characteristics of the aquifer source are favorable for developing a groundwater supply facility at this location. Task 3 is separated into three subtasks. Specific work items for each subtask are outline below.

Subtask 3.1 – Test Well Installation

The purpose of this subtask is to provide oversight and document key aspects of drilling, constructing, and testing of the test well. Specific work items will include:

- Plan for and attend a pre-construction meeting;
- Oversee and document drilling and construction activities;
- Develop detailed and summary geologic logs of the borehole, based on visual inspection of drill cuttings, drilling action, and driller observations;
- Collect representative formation samples to be used for selecting screen interval(s) and designing the screen and (if needed) the filter pack for the test well;
- Provide recommendations for completion of the test well, including casing set depth, screen interval(s), slot size(s) for the well screen, and filter pack design;
- Provide oversight during screen and filter pack installation to ensure the screen assembly and filter pack material match specifications and are placed at the designed depths;
- Provide oversight during well development activities to measure fine-grained material removed from the well to optimize performance;
- Prepare an as-built test well construction diagram; and
- Project management (communications, meetings/conference calls, subtask management, and administrative support).

Subtask 3.2 – Aquifer Testing

After the test well has been constructed and developed, the drilling contractor will complete an aquifer test, with oversight to be conducted by Landau Associates personnel with periodic review and assistance by GSI. Aquifer testing will consist of a step-rate test, a constant-rate test, and water-level recovery monitoring. These activities will be conducted to (1) develop design parameters for up-scaled production well(s) and pumping system(s) and (2) evaluate the presence/absence of hydraulic boundary conditions and well interference conditions relevant to the long-term sustainable capacity of future production well(s). A groundwater quality sample also will be collected as part of this subtask, and will be analyzed for a complete Safe Drinking Water Act (SDWA) suite of constituents and general geochemistry (common ions and metals).

Specific services our team will provide during aquifer testing are summarized below:

- Assist the City with notifying neighboring residents of the aquifer test and obtain a noise variance;
- Prepare specifications for the test pump and flow-monitoring equipment;

- Observe pump and flow-monitoring equipment installations; install pressure transducers in the test well and up to two site monitoring wells (e.g., MW-1 and County well 5323E01); and conduct baseline monitoring of water levels prior to aquifer testing;
- Monitor a step-rate pumping test, which will consist of operating the test pump at up to four different rates with 60 to 90 minutes of pumping at each rate. High-frequency monitoring of water levels will occur prior to, during, and following the test, using the pressure transducer installed in the test well. The step-rate test data will be analyzed and interpreted to assess well performance at various design rates;
- Monitor a constant-rate pumping test, which will consist of between 72 and 120 hours (three to five days) of pumping at a constant rate and up to 120 hours of recovery monitoring after the pump is shut off;
- Monitor water quality field parameters and collect a single groundwater quality sample. The sample will be submitted to local Washington-state-certified laboratory (Anatek) for drinking water characterization (e.g., VOCs, SOCs, metals, inorganic compounds, radionuclide indicators, bacteriologicals, and general chemistry parameters). The sample will be collected during the constant-rate aquifer test and analyzed on a rush turn-around schedule so that data are available as Task 3 work is completed;
- Provide oversight and documentation during well disinfection activities; and
- Project management (communications, meetings/conference calls, subtask management, and administrative support).

Subtask 3.3 – Monitoring Well Completion

After aquifer testing is complete, the selected drilling contractor will convert the test well to a monitoring well. The monitoring well will be completed with a lockable cap and steel monument set in concrete and flush with the surrounding ground surface. Work completed as part of this subtask will include oversight and documentation of wellhead completion activities.

Assumptions for Task 3

The following assumptions are made for the purpose of (1) preparing bid specifications and (2) the consulting team's scope of work and cost estimate for Task 3:

- For the purposes of this scope and fee estimate, we have developed an estimated range of drilling contractor fees based on cost estimates we have received recently for other similarly-constructed 12-inch and 16-inch municipal test wells and production wells. We will compare drilling and testing bid results for this project to our initial approximation and address any budget shortfalls through the contingency reserve budget (Task 5) or through a change order.
- We anticipate the duration of the drilling and testing program to be up to six or seven weeks, depending on unanticipated delays and unforeseen circumstances. No significant delays, unexpected drilling conditions, or drilling problems are anticipated in this cost estimate.
- The test well will be drilled and completed using the dual-rotary flooded reverse-circulation method. We have selected this method based on the tight schedule for completion of the project and anticipated hydrogeologic conditions. The dual-rotary flooded reverse-circulation drilling method is best-suited to quickly and reliably

advancing a straight and plumb borehole through coarse-grained glacial flood deposits. Additionally, this drilling method will greatly minimize water management volumes and provide highly representative formation samples that will best guide screen design and thereby maximize the yield and efficiency of the test well.

- The total drilling and sealing depths are based on information identified during the recent environmental site assessment completed by Landau Associates. However, the actual drilling and sealing depths could vary at the test well site depending upon the selected test well location (because the aquifer may thicken northward) and the actual field conditions encountered during drilling. Subsurface conditions encountered during drilling, including geology and depth to water, may require drilling depths and screened interval(s) to be modified.
- Water management during test well drilling, installation, and development will require the use of onsite settling tanks, plus conveyance and discharge to the City's combined sewer system at a manhole located on the south side of Hartson Avenue, immediately west of Havana Street. Discharge piping will be provided by the drilling contractor. The City will be responsible for providing traffic control measures for the pipeline conveyance, including traffic crossings, traffic control devices, and traffic management.
- We understand from the City's project manager that City staff will be able to:
 - Provide assistance with water disposal during well development and aquifer testing, including traffic control planning, implementation, and management;
 - Provide assistance/consultation to the GSI team on noise requirements and abatement measures; and
 - Pay for backflow-prevention devices, hook-up fees, and water usage fees for the water supply source required during drilling (from the fire hydrant owned by Carnhope Irrigation District at the southwest corner of the property).
- Fees to access power from the onsite Avista overhead utility line are not included in our cost estimate. The drilling contractor and consulting team may choose to obtain power from a driller-provided power source (such as a generator with noise abatement controls), rather than from Avista. If Avista provides the power, it is assumed that Avista will directly bill the property owner, who in turn may seek payment from the City of Spokane for these charges.
- Water quality laboratory analytical costs for rush analyses are included in this fee estimate. Laboratory fees will cover a full drinking water suite of analytes, metals, and general chemistry.
- The test well will be completed in a manner that will allow it to be used as a monitoring well. The test well will not require decommissioning/abandonment during this project.

Task Lead and Team Member Roles for Task 3

Tom Briggs of Landau Associates will lead Task 3. Other key personnel and their work activities are:

- Ryan Reich/Landau Associates (field management and oversight)
- Kenny Janssen/GSI (driller selection, specifications, periodic oversight)

- Paul Querna/PQ Products (well design and screen selection)
- Eric Weber/Landau and Walt Burt/GSI (review and QA/QC)

Task 4 Scope – Data Analysis and Reporting

The Task 4 work consists of conducting technical analyses of the test results; developing a wellfield layout and yield estimate for full-scale groundwater supply production at the site; preparing a preliminary report; holding a review meeting with the City; and preparing a final report. Task 4 is divided into three subtasks. Specific work items for each subtask are outlined below.

Subtask 4.1 – Technical Analyses

Work activities will consist of:

- Preparing geologic logs and as-built diagrams of the test well;
- Conducting analytical calculations and groundwater modeling to analyze the aquifer test results and develop estimates of aquifer hydraulic parameters (transmissivity, hydraulic conductivity, and specific yield) for the Havana Street site;
- Conducting groundwater modeling to identify (1) the number of wells and well spacing requirements that minimize interference effects and (2) the resulting sustainable and reliable yield from the designed network of production wells;
- Preparing conceptual designs for the production wells, including screen length, screen depth, screen slot-size, filter pack design, above-ground completion, and recommended drilling method; and
- Reviewing laboratory analytical results from the groundwater quality sample collected during the aquifer test.

Subtask 4.2 – Preliminary Report

The preliminary report will be expedited in order to present the City with data and initial technical analyses that are needed by the City as it makes its decision on whether to exercise its option on the Havana Street property. The preliminary report will summarize the results of the drilling and testing program and provide initial assessments of aquifer performance and productivity and the feasibility of developing a 20,000-gpm production facility at the Havana Street site. GSI team personnel will meet with the City to discuss the information in the preliminary report, with a focus on key test findings and preliminary interpretations regarding wellfield yield and layout. The specific content of the preliminary report will include:

- The final geologic log and as-built diagram of the test well;
- Hydrographs of the test well and monitoring well(s) during all phases of the aquifer testing program;
- Characterization of the aquifer's hydraulic properties, including transmissivity, hydraulic conductivity, and specific yield;
- Evaluation of aquifer and well performance conditions, including assessments of hydraulic boundary and well interference drawdown conditions that may influence pumping water levels in up-scaled production well(s);

- An initial assessment of wellfield layout (e.g., number, siting, and spacing of wells), potential sustainable production rates and pumping water levels for upsized groundwater production wells, and recommended drilling methods; and
- Summary of laboratory test results (as available) from groundwater quality samples collected during the aquifer test.

Subtask 4.3 – Final Report

The final report will be prepared after receiving comments, input, and direction from the City during and after the meeting with the City that will occur during Subtask 4.2. The final report will add the following elements to the preliminary report:

- One site well field and facility layout concept figure. The conceptual layout will consider required setbacks, sanitary control area, and access requirements for operations and maintenance;
- Recommended planning-level designs for future production well(s) (e.g., pump depth, screen submergence depth, screen diameter and slot size, filter pack design, total well depth, and seal depth);
- Recommendations for estimated long-term pumping rates and general pump specifications; and
- Recommendations on the preferred drilling and installation for future full-scale production wells;
- Planning-level cost estimates for drilling and installation of the future production wells;
- Planning-level cost estimates for the pumps to be installed in each production well;

Assumptions for Task 4

The scope of work and cost estimate for Task 4 are based on the following assumptions:

- Conditions encountered during Task 3 will not alter the need for, or scope of, Task 4 work activities (i.e., site conditions will appear favorable for supply development);
- The City does not require costing and design of above-ground appurtenances at the wellhead, control systems, conveyance systems, and other site infrastructure; and
- An evaluation is not required during this project of the potential influences that pumping from future groundwater production facilities may have on local groundwater users and/or surface waters.

Task Lead and Team Member Roles for Task 4

Kenny Janssen of GSI will lead Task 4. Key personnel and their work activities are:

- Ryan Reich/Landau (field testing documentation)
- Kenny Janssen (aquifer test analysis, production well design)
- John Porcello/GSI (groundwater modeling, long-term yield estimate, wellfield layout)
- Joe Foote/MSA (facility layout concept plan, cost estimates for pump equipment)
- Eric Weber/Landau, Paul Querna/PQ Products, Walt Burt/GSI (review and QA/QC)

Task 5 – Contingency Reserve

Our cost estimate includes a contingency reserve intended to be used at the City’s discretion in the event of unexpected site conditions, events, or unforeseen changes in the scope of work. Any use of the contingency reserve will first require written (email or otherwise) pre-approval by the City.

A contingency reserve is commonly included in planning efforts for subsurface investigations, which involve a high degree of uncertainty. While most of our projects ultimately do not require the use of the contingency reserve, we nonetheless recommend that Task 5 be funded at an amount equal to 15 percent of the average of the range of cost estimates for Task 3. This will alleviate the need for formal administrative costs and schedule delays that could otherwise arise under a typical change-order/fee amendment process. Establishing a contingency reserve also provides a mechanism for authorizing increased costs in the event that the drilling subcontractor is on stand-by time when the need for a change order is identified.

Estimated Fee

Based upon the scope of work outlined above, we have estimated the total Phase 2 fee to be between \$334,000 and \$414,000. See Table 1 for details. This fee estimate includes (1) consulting team labor and expenses, (2) outside service fees that include an estimated range of costs for the drilling subcontractor (including an 8.7 percent sales tax and 10 percent markup), and (3) subconsultant and laboratory services (including 10 percent markups). The fee estimate also is shown with and without a contingency reserve in Task 5 that equals 15 percent of the midpoint of the range of cost that is estimated for Task 3.

Table 1 – Phase 2 Fee Estimate

Task ID	Task Description	Consulting Team Labor Hours	Consulting Team Labor Cost	Consulting Team Expenses	Consulting Team Total Cost	Drilling and Lab Services	Estimated Total
3	Test Well Installation and Aquifer Testing	367	\$53,050	\$5,450	\$58,500	\$215,000 to \$250,000	\$254,780 to \$329,780
4	Data Analysis and Reporting	382	\$59,130	\$1,370	\$60,500	\$0	\$60,470
PHASE 2 ESTIMATED FEE w/o Contingency Reserve		749	\$112,180	\$6,820	\$119,000	\$215,000 to \$250,000	\$334,000 to \$369,000
5	Contingency Reserve	57	\$8,100	\$900	\$9,000	\$36,000	\$45,000
PHASE 2 ESTIMATED FEE with Contingency Reserve		806	\$120,280	\$7,720	\$128,000	\$251,000 to \$286,000	\$379,000 to \$414,000

Note: Costs for subconsultant services, drilling services, and other outside services include a 10% markup. Task 5 Contingency reserve equates to 15 percent of the midpoint of the range of estimated total cost for Task 3.

Phase 2 work activities will be conducted on a time-and-materials basis. This total estimated cost for Phase 2 will not be exceeded without prior authorization.

Project Schedule

We are prepared to begin working on this project immediately upon receipt of authorization to proceed. Our proposed project schedule assumes that (1) we will have received authorization for Phase 1 of the project by October 10, (2) Phase 2 will be approved by the City Council at its meeting on October 24, and (3) the City project manager can authorize GSI in writing (via email or otherwise) by October 27 so that the Phase 2 work can begin immediately thereafter. The target date for the drilling contractor to mobilize to the site and begin field activities is Monday, November 7, depending on City authorization to proceed with Phase 2 and the scheduling of the drilling contractor. Task 4 technical analyses and recommendations are targeted for completion by mid-January, and the final report is anticipated to be issued in February 2017. This schedule assumes that the drilling and aquifer testing program can be completed in six to seven weeks. See the attached Gantt chart for details regarding the proposed project schedule.

Closing

Thank you for this opportunity to provide these services to the City. Please contact any of us at the phone numbers below if you have any questions.

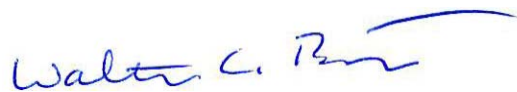
Sincerely,
GSI Water Solutions, Inc.



John J. Porcello, LHG
Principal Hydrologist
(971) 200-8523



Kenny Janssen, LG
Senior Hydrogeologist
(971) 200-8530



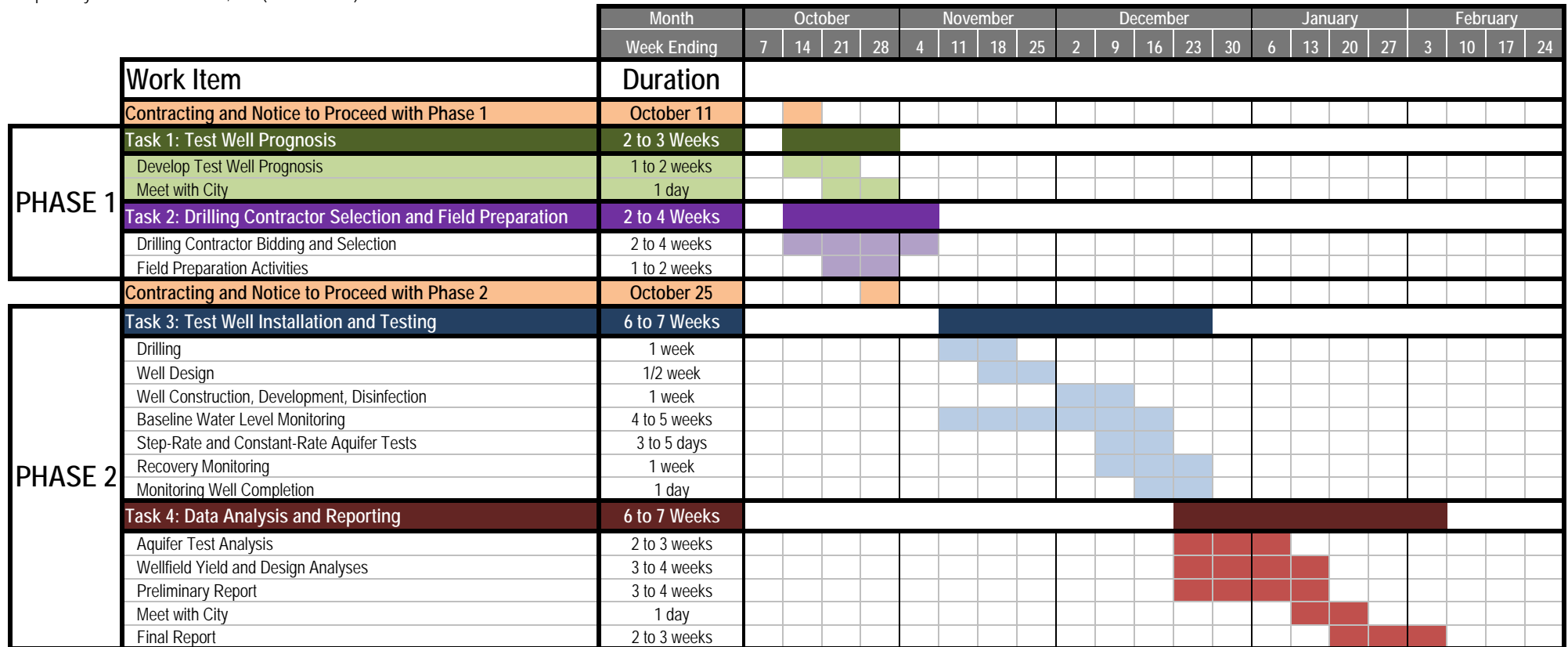
Walter C. Burt, LHG
Principal Hydrogeologist
(971) 200-8508

Attachment (1)

Proposed Schedule: Havana Well Site Evaluation and Test Well Development

City of Spokane, Washington

Prepared by GSI Water Solutions, Inc. (October 2016)



Key Assumptions: 1) Phase 1 and Phase 2 of the project will be authorized by the City on October 11 and 25, 2016, respectively; 2) the drilling subcontractor will be available to begin work by Monday November 7, 2016.

Note: Some activities may last a shorter time than suggested by the colored bars because they straddle parts of one or two weeks and/or will occur sometime within the indicated time period.



Agenda Sheet for City Council Meeting of:
11/14/2016

Date Rec'd	11/2/2016
Clerk's File #	CPR 1985-0131
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	GINA NUNES 6779
Contact E-Mail	GNUNES@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 THREE APPOINTMENTS TO THE CHASE YOUTH COMMISSION

Agenda Wording

Appointments of Miranda Reed, Dylan Soth, Abigail Moore to the Chase Youth Commission for a term of 9-1-16 to 6-30-17.

Summary (Background)

Appointments of Miranda Reed, Dylan Soth, Abigail Moore to the Chase Youth Commission for a term of 9-1-16 to 6-30-17.

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



Agenda Sheet for City Council Meeting of:
11/14/2016

Date Rec'd	11/2/2016
Clerk's File #	CPR 1985-0131
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	GINA NUNES 6779
Contact E-Mail	GNUNES@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 REAPPOINTMENT OF TWO MEMBERS OF THE CHASE YOUTH COMMISSION

Agenda Wording

Reappointment of Matthew Newberry and Jacki Patnoi to the Chase Youth Commission for a term of 9-1-16 to 6-30-17.

Summary (Background)

Reappointment of Matthew Newberry and Jacki Patnoi to the Chase Youth Commission for a term of 9-1-16 to 6-30-17.

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



Agenda Sheet for City Council Meeting of:
11/14/2016

Date Rec'd	11/2/2016
Clerk's File #	CPR 1993-0069
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	GINA NUNES 6779
Contact E-Mail	GNUNES@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 APPOINTMENT OF THEODORE TESKE

Agenda Wording

Appointment of Theodore Teske to the Design Review Board - Citizen at Large for the term of 11-1-16 to 12-31-18.

Summary (Background)

Appointment of Theodore Teske to the Design Review Board - Citizen at Large for the term of 11-1-16 to 12-31-18.

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

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

11/14/2016

Date Rec'd

10/31/2016

Clerk's File #

RES 2016-0091

Renews #**Submitting Dept**NEIGHBORHOOD & BUSINESS
SERVICES**Cross Ref #**

ORD C32923

Contact Name/PhoneJONATHAN 625-6734
MALLAHAN**Project #**

2010034

Contact E-Mail

JMALLAHAN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

5200 - ASSESSMENT ROLL/BUSINESS IMPROVEMENT DISTRICT - BID

Agenda Wording

A Resolution setting the assessment roll hearing for the Downtown Parking and Business Improvement Ares (Business Improvement District - BID) and providing for notice of the 2017 assessments to business and property owners.

Summary (Background)

To finance the programs authorized in the BID, the City levies an annual special assessment upon the businesses, real properties, multi-family residential, mixed-use projects, hotels, motels, and governmental property. This Resolution provides that the Assessment Roll Hearing shall be held before the City Council at the December 12, 2016 meeting.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

AYARS, ALICIA

Division Director

CORTRIGHT, CARLY

Finance

KECK, KATHLEEN

Legal

WHALEY, HUNT

For the Mayor

COTE, BRANDY

Council Notifications**Study Session****Other****Distribution List**

Engineering Admin

mpiccolo@spokanecity.org

mhughes@spokanecity.org

kkeck@spokanecity.org

mrichard@downtownspokane.net

htrautman@spokanecity.org

jmallahan@spokanecity.org / lkey@spokanecity.org

RESOLUTION NO. 2016-0091

A RESOLUTION SETTING THE ASSESSMENT ROLL HEARING FOR THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT AREA (BUSINESS IMPROVEMENT DISTRICT – BID) AND PROVIDING NOTICE OF THE 2017 ASSESSMENTS TO BUSINESS AND PROPERTY OWNERS

WHEREAS, pursuant to the laws of Washington State and City Ordinance C-32923, as revised, the City Council intends to hold a hearing on the assessments levied upon businesses and properties within the Downtown Parking and Business Improvement Area (PBIA); and

WHEREAS, through this Resolution, the City Council intends to provide notice that there will be a hearing upon the assessment roll prepared under the above-identified Ordinance.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SPOKANE CITY COUNCIL:

1. Notice is hereby given that the assessment rolls for businesses and properties prepared under Ordinance C-32923, as revised, will be on file in the Office of the City Clerk on the 14th day of November 2016, and are open for public inspection.

2. The City Council has fixed the 12th day of December 2016 at 6:00 p.m., or as soon thereafter as practicable in the City Council Chambers of the Municipal Building, as the time and place for hearing upon said rolls.

3. The City Council declares its intent to impose special assessments in a manner that measures special benefits from each of the purposes set forth in Ordinance C-32923, as revised. The special assessments will finance the PBIA (BID) budgets and programs approved by the City Council.

4. All persons who may desire to object to the assessment roll shall make their objections in writing and file them with the City Clerk at, or prior to the date fixed for hearing.

At the time and place fixed, and at such other times as the hearing may be continued to, the City Council will consider the assessment roll as a board of equalization for the purpose of considering objections or comments made thereto, or any part thereof, and may correct, revise, raise, lower, change or modify such roll, or any part thereof, or set aside such roll and order that such assessments be made de novo, or take such other action as the circumstances may warrant, including confirmation of the assessment rolls.

This is the only hearing held on the assessment roll, and it will be final unless appealed according to City Ordinance C-32923.

5. Neighborhood & Business Services is directed to mail, at least fifteen days before the date fixed for hearing, a notice to the business and property owners identified in the assessment rolls setting forth the date and time of public hearing, including the amount of the special assessment.

6. The City Clerk is directed to publish notice of the hearing on the assessment rolls in the Official Gazette for two consecutive weeks, the last publication being one week before the date fixed for public hearing.

ADOPTED by the City Council this _____ day of _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney

bid\2017 resolution



Agenda Sheet for City Council Meeting of:
11/14/2016

Date Rec'd	11/2/2016
Clerk's File #	RES 2016-0092
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	TIM DUNIVANT 625-6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0410 - PROPERTY TAX - DECLARATION OF SUBSTANTIAL NEED

Agenda Wording

A resolution of the City Council of the City of Spokane, WA, declaring and finding a substantial need for purposes of setting the limit factor for the property tax levy for 2017.

Summary (Background)

This is a companion resolution to the 2017 property tax levy ordinance. The Implicit Price Deflator (IPD) was less than 1% which limits the City's property tax increase for the 2017 levy unless the Council makes a finding of substantial need and passes a resolution declaring such determination. This resolution satisfies that requirement and allows for an increase of 1% over the prior year (2016)levy.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	11/07/16 Finance Committee
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	tdunivant@spokanecity.org	
<u>For the Mayor</u>	COTE, BRANDY	cmarchand@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPOKANE, WA, DECLARING AND FINDING A SUBSTANTIAL NEED FOR PURPOSES OF SETTING THE LIMIT FACTOR FOR THE PROPERTY TAX LEVY FOR 2017.

WHEREAS, RCW 84.55.010 provides that a taxing district such as the City of Spokane (“District”) may levy taxes in an amount no more than the limit factor as provided therein multiplied by the highest levy of the most recent three years plus additional amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and

WHEREAS, under RCW 84.55.005(2)(c), the limit factor for a taxing jurisdiction with a population of 10,000 or over is the lesser of 101 percent or 100 percent plus inflation; and

WHEREAS, RCW 84.55.005(1) defines “inflation” as the percentage change in the implicit price deflator for personal consumption expenditures for the United States as published for the most recent 12-month period by the Bureau of Economic Analysis of the federal Department of Commerce in September of the year before the taxes are payable; and

WHEREAS, “inflation” for 2016 is 0.953 percent (0.953%) and the limit factor is 100.953 percent, meaning the taxes levied in the City of Spokane taxing district in 2016 for collection in 2017 would only increase by the 0.953% except for the amounts resulting from new construction and improvements to property, newly constructed wind turbines, and any increase in the value of state-assessed utility property; and

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101 percent or less with a finding of substantial need by two-thirds of the members when the board consists of four members or less, or a majority plus one approval of the board when the board consists of more than four members; and

WHEREAS, considering the increasing expenditures for the maintenance of essential governmental services, including emergency services or other matters subject to any lawful municipal property tax levy, as well as pre-existing commitments for the use of property tax increases for public safety capital needs;

NOW THEREFORE, be it resolved by the City Council of the City of Spokane:

Section 1. A finding is made of substantial need under the provisions of RCW 84.55.0101, which need authorizes and requires the use of a limit factor of 101 PERCENT for the property tax levy for 2017.

PASSED the City Council by a vote of at least a majority plus one (at least 5) this _____ day
of _____, 2015.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
11/14/2016

Date Rec'd	10/28/2016
Clerk's File #	RES 2016-0093
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	CITY COUNCIL
Contact Name/Phone	COUNCIL 509-625-6258 PRESIDENT BEN STUCKART
Contact E-Mail	BSTUCKART@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 - LIBRARY LEVY LID LIFT PLACEMENT ON FEBRUARY 2017 BALLOT

Agenda Wording

A Resolution proposing to place on the February 14, 2017 ballot increase in the property tax levy for seven years beginning in 2018 in an amount exceeding the limits in chapter 84.55 RCW to fund library operations.

Summary (Background)

Chapter 84.55 RCW provides for an election to raise the regular annual property taxes above the limits stated in that chapter by a simple majority election. To place this measure on the February 14, 2017 special election ballot, the City Council must pass and deliver this resolution to the county elections office prior to December 16, 2016. This proposal increases the regular property tax rate starting in 2018 at the rate of \$0.07 per \$1,000 of assessed valuation to fund library operations.

Fiscal Impact

Budget Account

Neutral	\$ continues existing levy	# various
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	Finance Comm: 11/7/2016
<u>Division Director</u>		<u>Other</u>	Joint mtg: 9/29/2016
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		

Additional Approvals

<u>Purchasing</u>		

RESOLUTION NO. 2016-0093

A RESOLUTION OF THE CITY OF SPOKANE PROPOSING AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR A PERIOD OF SEVEN YEARS BEGINNING IN 2018 IN AN AMOUNT EXCEEDING THE LIMITATIONS OF CHAPTER 84.55 RCW TO PROVIDE FUNDING FOR LIBRARY OPERATIONS; PROVIDING FOR THE SUBMISSION OF THE PROPOSITION TO THE QUALIFIED ELECTORS OF THE CITY AT A SPECIAL ELECTION; REQUESTING THAT THE SPOKANE COUNTY AUDITOR TO HOLD A SPECIAL ELECTION FOR THE PROPOSITION ON FEBRUARY 14, 2017; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of Spokane, Washington ("City") is a first-class city duly organized and existing by virtue of the Constitution and laws of the state of Washington and its city charter; and

WHEREAS, the City has authority to enact a regular annual property tax levy and such other levies as may be approved by the electorate of the City, subject to applicable limitations, as required by law; and

WHEREAS, Chapter 84.55, RCW, reflects a limitation that the annual rate of increase of the dollar amount of the regular property tax levy set by the City Council may not exceed the lesser of the rate of inflation or one percent (1%), all as further reflected in Chapter 84.55, RCW; and

WHEREAS, RCW 84.55.050 permits an election to authorize a levy above the limit factor specified in Chapter 84.55, RCW, upon majority approval by the voters, subject to any otherwise applicable statutory dollar rate limitation, said election to be held not more than twelve months prior to the date on which the proposed excess levy is to be made, except as further provided in said statute for multi-year levies; and

WHEREAS, in the February, 2013 special election, 66% of the voters of the City of Spokane approved an increase in the regular property tax levy in the amount of \$0.07 per \$1,000 of property valuation, for the purpose of funding library operations beginning in 2014 and extending through 2017; and

WHEREAS, on July 28, 2016, the Spokane Public Library Board of Trustees voted unanimously to recommend the City Council place a measure on the February 14, 2017 ballot that would allow for the renewal of the current levy lid lift in order to continue the improvements to library services resulting from the passage of the 2013 levy lid lift and to implement new practices to make the Library more efficient and responsive to its customers' educational, business and cultural interest; and

WHEREAS, the City Council desires to continue the levy lift approved by the voters in February, 2013, to continue funding for library operations by submitting to the voters a proposition to increase the regular property tax levy in excess of the amount

permitted by state law of \$0.07 per \$1,000 of assessed valuation in 2018 and to have the increased levy amount remain in place for seven years to raise approximately \$1,200,000 per year; and

WHEREAS, pursuant to Section 84 of the City Charter, the City Council, of its motion, may submit to popular vote for adoption or rejection at any election, any proposed ordinance or measure.

NOW, THEREFORE, BE IT RESOLVED, by the Spokane City Council that:

Section 1. The Spokane County Auditor is hereby requested pursuant to RCW 29A.04.330 to hold a special election on February 14, 2017, in conjunction with the scheduled special election for the purpose of submitting to the voters of the City of Spokane for the approval or rejection of property tax levy to provide funding for library operations.

Section 2. The following proposition shall be submitted in the following form:

CITY OF SPOKANE

PROPOSITION NO. ____

LIBRARY OPERATIONS LEVY

THE CITY OF SPOKANE ADOPTED RESOLUTION NO. 2016-0093, PROVIDING FOR AN INCREASE IN THE REGULAR PROPERTY TAX LEVY IN EXCESS OF STATE LAW BEGINNING IN 2018 IN WHICH THE FUNDING WOULD BE ALLOCATED ONE HUNDRED PERCENT FOR LIBRARY OPERATIONS. THIS PROPOSITION AUTHORIZES AN INCREASE IN THE REGULAR PROPERTY TAX LEVY FOR 2018 BY \$0.07 PER \$1,000 OF ASSESSED VALUATION FOR A LEVY RATE NOT TO EXCEED \$3.52. THE INCREASE IN THE PROPERTY TAX LEVY WOULD REMAIN IN EFFECT FOR A PERIOD OF SEVEN YEARS.

SHOULD THIS PROPOSITION BE APPROVED?

YES ☐

NO ☐

Section 3. In the event the proposition specified in Section 2 above is approved by the qualified electors of the City as required by the Constitution and laws of the state of Washington, there shall be levied and collected annual excess property tax levies in the amount as authorized by said voter approval. Such tax levies will be in excess of the regular annual tax levies permitted by law without voter approval.

Section 4. The City hereby requests pursuant to RCW 29A.04.330 the Spokane County Auditor, as *ex officio*, Supervisor of Elections of the City, to call, conduct and hold within the City as special election on Tuesday, February 14, 2017, for the purpose of submitting to the qualified electors of the City for their approval or rejection, the proposal set forth above. The City Clerk of the City of Spokane is hereby authorized and directed to deliver a certified copy of this resolution to the Spokane County Auditor, as *ex officio* Supervisor of Elections for the City, no later than December 16, 2016.

Section 5. If any one or more of the provision of this resolution shall be declared by any court of competent jurisdiction to be unconstitutional or invalid for any reason, then such provision shall be null and void, and shall be deemed separable from the remaining provisions of this resolution, and shall in no way affect the validity of the other provisions of this resolution.

Section 6. The levy lid lift in the property tax levy rate shall be a temporary single year increase, which shall begin in 2018 and continue through 2024.

Section 7. The City Attorney is authorized to make such minor adjustments to the wording of the proposition as may be necessary to effectuate the intent of the resolution or upon recommendation of the Spokane County Auditor, as long as the intent of the proposition remains clear and consistent with the intent of this resolution as approved by the City Council.

Section 8. This resolution shall take effect and be in full force immediately upon its passage.

ADOPTED by the City Council this _____ day of _____, 2016.

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of:
11/07/2016

<u>Date Rec'd</u>	10/24/2016
<u>Clerk's File #</u>	ORD C35450
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN STUCKART 625-6258	<u>Project #</u>	
<u>Contact E-Mail</u>	BSTUCKART@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	First Reading Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 - RELATING TO THE CITY'S EARNED SICK AND SAFE LEAVE ORDINANCE		

Agenda Wording

This ordinance makes various amendments to the existing earned sick and safe leave ordinance, chapter 09.01 SMC.

Summary (Background)

As recommended by stakeholder groups, the earned sick and safe leave ordinance requires specific technical amendments, such as definition clarifications, the explanation of the enforcement agency and mechanism, and clarifications concerning the effect of paid time off (PTO) policies and front-loading hours in lieu of accrual on an hourly basis.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 204,373	# various
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
<u>Division Director</u>	<u>Other</u>
	Pub. Wks. Comm., 10/24/16

<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	

<u>Additional Approvals</u>	
<u>Purchasing</u>	

ORDINANCE NO. C35450

An ordinance relating to earned sick and safe leave in the City of Spokane; amending sections 09.01.010, 09.01.020, 09.01.030, 09.01.060, 09.01.080, and 09.01.090 of the Spokane Municipal Code.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That section 09.01.010 of the Spokane Municipal Code is amended to read as follows:

Section 09.01.010 Definitions

For purposes of this chapter, the following definitions shall be applied. Words used in the singular shall include the plural, and vice-versa.

- A. "Adverse action" means any action taken or threatened by an employer against an employee including without limitation: ~~((to))~~ discharge from employment, ~~((suspend))~~ suspension, discipline, transfer, ~~((demote))~~ demotion, or ~~((deny))~~ denial of promotion ~~((, or to threaten to do any of the foregoing))~~.
- B. "Agency" means the City of Spokane ~~((department responsible for the enforcement of this chapter, as specified in the process described in SMC 09.01.080(A)))~~ Contract and Business Standards Compliance Office within the City's Department of Grants Management and Financial Assistance, and its director, who is the "code enforcement officer" designated in SMC 01.05.020(B)(1).
- ~~((C. "Business" has the same meaning as stated in SMC 08.01.020(A).))~~
- ~~((D.))~~ C. "Charging Party" means a person filing a claim of violation of this chapter with the Agency.
- ~~((E.))~~ D. "City" means the City of Spokane.
- ~~((F.))~~ E. "Construction work" has the same meaning as that stated in WAC 296.155.012, as the same is amended from time to time.
- ~~((F. "Contractor" or "Independent Contractor" means those persons meeting all the criteria stated in RCW 51.08.195(1)-(6)).~~
- ~~((G. "Domestic violence" has the same meaning as stated in RCW 10.99.020(5), and includes "stalking" as defined in RCW 9A.46.110 and in SMC 10.09.010(B).))~~
- ~~((H.))~~ F. "Domestic Worker" has the same meaning as specified in RCW 51.12.020(1) and (2).
- ~~((I.))~~ G. "Earned sick and safe leave" or "leave" means paid leave accrued, utilized, and compensated for as provided in this chapter.

~~((J-))~~H. “Employee” means an individual natural person who performs ~~((more than two hundred forty (240) hours of))~~ work in the City of Spokane for compensation ~~((for an Employer in a calendar year,))~~ but does not include seasonal or domestic workers, or independent contractors. For purposes of this chapter, immediate family members of business owners are not included within the definition of “employee”.

~~((K-))~~I. “Employer” means any individual, partnership, association, corporation, business trust, entity, or any person or group of persons acting directly or indirectly in the interest of an employer in relation to an employee, having a permanent location in the City of Spokane, and having at least one employee ~~((employing at least one person for compensation))~~ in the City of Spokane. For purposes of this chapter, “Employer” does not include:

1. The United States government;
2. The state of Washington;
3. Any city, county, or local government; ~~((or))~~
4. Any business owned and operated by one person (or one person and his or her spouse) and having zero employees~~((-))~~; or
5. Any federally-recognized Indian tribe.

~~((L-))~~J. “Family member” means a:

1. Spouse or domestic partner;
2. Child who is:
 - a. Under 18 years of age or;
 - b. 18 years of age or older and incapable of self-care due to a mental or physical disability;
3. Parent or guardian;
4. Grandparent; or
5. Grandchild.

~~((M-))~~K. “Person” ~~((has the same meaning as stated in SMC 01.02.100 and includes))~~means any individual, partnership, corporation, association, organization, trade or professional association, labor union, cooperative, legal representative, trustee, trustee in bankruptcy and receiver, firm, institution, or any other group of persons acting in concert; this definition also includes any owner, lessee, proprietor, manager, agent, or employee, whether consisting of one or more natural persons.

~~((N-))~~L. “Paid Time Off” (“PTO”) means a combined or universal paid leave program ~~((which accrues at a regular rate and))~~ which can be used by an employee

for ~~((any purpose, provided it can also be used for all))~~ the purposes stated in SMC 09.01.040(A) and which either accrues at the rate required by SMC 09.01.030(A) or is provided in the amounts required by SMC 09.01.030(B).

~~((Q.))~~M. “Retaliation” means an adverse action taken by an employer against an employee because of an employee’s status as a charging party or ~~((by))~~ because of an employee’s exercise of rights established by this chapter.

~~((P.))~~N. “Seasonal Worker” means a worker with a term of employment expected to last less than one year and which is intermittent or recurs annually.

~~((Q.))~~O. “Separation” means an involuntary discharge of employment, not for cause, including, without limitation, a business-related or seasonal layoff.

~~((R.))~~ “Staffing Agency” means ~~any person who undertakes, with or without compensation, to recruit, refer or place individuals for employment, or to procure opportunities for work, or to with an employer.~~

~~((S.))~~P. “Work-study students” means students engaged in a course of instruction and whose employment is included under the state work-study program (chapter 28B.12 RCW) or the federal work study program (42 U. S. C. 2751-2756b).

Q. “Year” means calendar year, fiscal year, benefit year, employment year, or any other fixed consecutive twelve-month period established by the employer and used in the ordinary course of the employer’s business for the purpose of calculating wages and benefits.

Section 2. That section 09.01.020 of the Spokane Municipal Code is amended to read as follows:

Section 09.01.020 Applicability

- A. This chapter applies to all employers in the City of Spokane who employ employees who physically perform ~~((more than two hundred forty (240) hours of))~~ work within the City of Spokane. Occasional employees who work fewer than 240 hours per year within the City of Spokane are not covered by this chapter.
- B. This chapter does not apply to work-study students, ~~((Independent Contractors or))~~ seasonal workers, or those employed by firm(s) engaged in “construction work” as defined in ~~((WAC 296-155-012))~~ SMC 09.01.010(E).

Section 3. That section 09.01.030 of the Spokane Municipal Code is amended to read as follows:

Section 09.01.030 Accrual Rates, Annual Cap, Use of Leave, and Carry-Over

- A. All employees shall, beginning with ~~((their))~~the first day of employment, accrue leave at the rate of at least one (1) hour of leave for every thirty (30) hours worked up to the total number of hours required according to employer size as described in paragraph B below~~((; provided that nothing in this chapter prohibits an))~~. An employer may choose to comply with this chapter by ~~((from))~~ providing earned sick and safe leave in advance of accrual such as by “front-loading” leave hours at the beginning of each year and/or a combined or universal paid leave program (“PTO”) as defined in SMC 09.01.010(M).
- B. Use of leave.
1. Employees of businesses having fewer than ten (10) employees may use, in minimum increments of one (1) hour, up to twenty-four (24) hours of leave accrued under this chapter in any year. ~~((For purposes of this section, immediate family members of the business owners are not included in the employee count.))~~
 2. Employees of businesses with ten (10) or more employees may use, in minimum increments of one (1) hour, up to forty (40) hours of leave accrued under this chapter in any year.
 3. Earned sick and safe leave shall be provided by the employer upon the request of an employee. Whenever possible, the employee’s request shall include a reasonable estimate of the expected duration of the absence.
- C. ~~((An Employee))~~Employees of employers having fewer than ten (10) employees may carry over into the next year unused leave hours, up to a total of twenty-four (24) hours~~((of earned sick and safe leave which were not used in the prior year))~~. Employees of businesses having ten (10) or more employees may carry over into the next year unused leave hours, up to a total of forty (40) hours. This section does not apply to those employers choosing to “front-load” leave hours for employees at the beginning of each year in the applicable amount described in SMC 09.01.030(B)(1) and (2).
- D. Nothing in this chapter requires employers ~~((to allow employees returning from separation to))~~ reinstate a previously separated employee’s ~~((the))~~ earned sick and safe leave balance which was accrued during a prior period of employment or to compensate an employee for the employee’s accrued and unused earned sick and safe leave upon an employee’s termination, resignation, retirement, or other separation from employment.
- E. No employer shall be required to accrue leave for employees who are exempt from overtime payment under 29 U.S.C. § 201 et seq and RCW 49.46.130(2) for hours worked beyond a 40-hour work week. If an exempt employee’s normal work week is less than 40 hours, earned sick and safe leave for that employee shall accrue based on the employee’s normal work week.

Section 4. That section 09.01.060 of the Spokane Municipal Code is amended to read as follows:

Section 09.01.060 Employer Responsibilities

- A. Employers shall maintain records, consistent with the employer's usual and customary business practices, of each employee's earned sick and safe leave accrual and use, for three (3) years. In any enforcement action, an employer's failure to maintain such records shall create a rebuttable presumption of a violation of this chapter.
- B. ~~((No less frequently than once per quarter, and upon request by any Employee, each))~~Each employer shall provide information concerning the requesting employee's accrued earned sick and safe leave, including without limitation that employee's leave balance and amount of leave used by that employee during the current ~~((fiscal))~~ year, each time wages are paid.
- C. Beginning on the effective date of this chapter, when making application for a new business registration or a renewal of business registration, each applicant or registrant must certify its compliance with this chapter, in the manner prescribed by the Agency.

Section 5. That section 09.01.080 of the Spokane Municipal Code is amended to read as follows:

Section 09.01.080 Administrative Enforcement

- A. ~~((The procedures for the enforcement of the rights, duties, and obligations created by this Chapter shall be jointly determined by the City Council and the Administration and shall be in effect no later than October 1, 2016.))~~The Agency shall receive, investigate, and make determinations concerning alleged violations of this chapter; conciliate and settle the same by agreement; monitor and enforce any agreements or orders resulting from enforcement actions; and have such other powers and duties in the performance of these functions as are defined in this chapter and otherwise necessary and proper in the performance of the same and provided for by law. From January 1, 2017 to December 31, 2017, the Agency's enforcement posture shall be that of informing employers and employees of their rights and obligations under this chapter and providing technical assistance to employers in order to increase compliance with this chapter.
- B. Charge filing, timing, amendments, notice and investigation.
 - 1. A charge alleging a violation(s) of this chapter shall be filed with the Agency in writing on a form or in a format(s) determined by the Agency, signed by or on behalf of a charging party, and shall describe the facts and circumstances of the violation complained of including a statement

of the dates, places, and circumstances as well as the person(s) responsible for the alleged violation(s) of this chapter.

2. Upon receipt of a charge of violation of this chapter, the Agency shall proceed as specified in chapter 01.05, SMC (civil infraction system).
3. In addition to any other relief authorized by this chapter, a charging party may obtain full restitution of all wages the employee lost due to the unlawful withholding of earned sick and safe leave.
4. Administrative enforcement by the Agency as specified in this chapter and in chapter 01.05, SMC, shall be the sole and exclusive remedy for violations of this chapter.

C. Prohibited acts.

It shall be unlawful for any employer to retaliate against any employee covered by this chapter or to misrepresent its business activities in order to evade the requirements of this chapter.

D. Penalties for violation

1. A violation of this chapter is a class 1 civil infraction, as shown in SMC 01.05.170(B).
2. ~~((The Agency or court (in the case of complaints which are resolved in a contested case hearing)))~~The Agency is authorized to triple the applicable penalty in cases where ~~((the Employer))~~an employer has been found to have retaliated against an ~~((Employee))~~employee within the meaning of this chapter.
3. For repeat violations of this chapter by an employer, ~~((each subsequent violation of this chapter after the first,))~~ the ~~((Agency or court (in the case of complaints which are resolved in a contested case hearing)))~~Agency is authorized to double the penalty stated in SMC ~~((09.01.080(C)(1)))~~01.02.950(C)(1).

Section 6. That section 09.01.090 of the Spokane Municipal Code is amended to read as follows:

Section 09.01.090 No Waiver

Nothing in this chapter is or shall be construed to be a waiver, limitation, or preemption, by the City or by any other person, of any other rights, whether arising under state, federal, or local law or regulation, or ~~((by))~~due to the existence of any bona fide collective bargaining agreement entered into pursuant to chapters 41.56 or 41.80 RCW~~((, or RCW 74.39A.270, by the City or by any other person))~~.

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:
11/07/2016

Date Rec'd	10/25/2016
Clerk's File #	ORD C35451
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY ATTORNEY
Contact Name/Phone	MIKE PICCOLO 625-6237
Contact E-Mail	MPICCOLO@SPOKANECITY.ORG
Agenda Item Type	First Reading Ordinance
Agenda Item Name	0500 AMENDMENTS RE ETHICS CODE AND PRR APPEALS

Agenda Wording

AN ORDINANCE relating to public records requests; amending SMC section 1.04A.030 and adopting a new section to chapter 17G.050 of the Spokane Municipal Code.

Summary (Background)

This ordinance will amend Section 1.04A.030 of the Ethics Code to provide that it is a violation for a City officer or employee to willfully and without just cause delay or fail to produce any city record in his or her possession in response to a public records request. This ordinance also provides that upon request, the City Hearing Examiner will review and render a decision on the legal validity of any claim of exemption to produce a city record asserted in response to a public records request

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DALTON, PAT	<u>Study Session</u>	10/31/16
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	mpiccolo@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	nodle@spokanecity.org	
<u>Additional Approvals</u>		sdhansen@spokanecity.org	
<u>Purchasing</u>			

ORDINANCE NO. C35451

AN ORDINANCE relating to public records requests; amending SMC section 1.04A.030 and adopting a new section to chapter 17G.050 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That SMC section 1.04A.030 is amended to read as follows:

1.04A.030 Prohibited Conduct

The following shall constitute a violation of this Code of Ethics:

A. General Prohibition Against Conflicts of Interest.

In order to avoid becoming involved or implicated in a conflict of interest or impropriety, or an appearance of conflict of interest or impropriety, no current City officer or employee shall have an interest, financial or otherwise, direct or indirect, or engage in a business or transaction or professional activity, or incur an obligation of any nature, that might be seen as conflicting with the City officer or employee's proper discharge of his or her official duties, the conduct of official City business or as adverse to the interests of the City. Performance of a legally required duty by a City officer or employee shall not be considered a violation of the Code of Ethics.

1. Any employee who becomes aware that he or she might have a potential conflict of interest that arises in the course of his or her official duties shall notify in writing his or her supervisor or appointing authority of the potential conflict.
2. Upon receipt of such a notification, the supervisor or appointing authority shall take action to resolve the potential conflict of interest within a reasonable time, which may include, but is not limited to, designating an alternative employee to perform the duty that is involved in the potential conflict. The supervisor or appointing authority shall document the disposition of the potential conflict in writing in files maintained by the appointing authority. The supervisor or appointing authority may request an advisory opinion from the Ethics Commission before addressing and resolving of the potential conflict.

B. Personal Interests in Contracts Prohibited.

No City officer or employee shall participate in his or her capacity as a City officer or employee in the making of a contract in which he or she has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this

prohibition shall not apply where the City officer or employee has only a remote interest in the contract, and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, and thereafter the governing body authorizes, approves or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the City officer(s) having the remote interest as defined below.

C. Remote Interest.

For purposes of this section, a “remote interest” means:

1. that of a non-salaried non-compensated officer of a nonprofit corporation;
2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

D. Personal Influence in Contract Selection Prohibited.

No City officer or employee shall influence the City’s selection of, or its conduct of business with, a corporation, person or firm having or proposing to do business with the City if the City officer or employee has a personal interest in or with the corporation, person or firm, unless such interest is a remote interest and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract, as defined in the preceding section. Provided, however, that no City officer or employee may receive anything of value from the City as a result of any contract to which the City shall be a party except for the City officer or employee’s salary or lawful compensation.

E. Representation of Private Person at City Proceeding Prohibited.

No City officer or employee shall appear on behalf of a private person, other than himself/herself or a family member or household member, as defined in this chapter, or except as a witness under subpoena, before any regulatory governmental agency or court of law in an action or proceeding to which the City or a City officer in an official capacity is a party, or accept a retainer or compensation that is contingent upon a specific action by the City. Representation of a private person pursuant to a legally required duty by a City officer or employee is permitted and shall not be considered a violation of the Code of Ethics.

F. Certain Private Employment Prohibited.

No City officer or employee shall engage in or accept private employment, or render services for, any private interest when such employment or service is incompatible with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

G. Personal Interest in Legislation Prohibited.

No City officer or employee may benefit either directly or indirectly from any legislation or contract to which the City shall be a party except for the lawful compensation or salary of the City officer or employee unless such interest is a remote interest where the facts and extent of such interest is disclosed. City council members' participation in the enactment of legislation shall be governed by chapter 42.23 RCW – The Code of Ethics for Municipal Officers and chapter 42.36 RCW – The Appearance of Fairness Doctrine. City council members shall not be prohibited from participating in the adoption of legislation when the council member has only a remote interest in the legislation, which has been disclosed, and the legislation is applicable to the general public and not unique to the council member.

H. Continuing Financial Interest.

Where a City officer, employee, or family member of a City officer or employee, has a substantial ongoing financial relationship with a corporation, firm, or person seeking a contract, or proposing to do business with the City, such City officer or employee shall not:

1. Influence or participate in the City's contract selection of or conduct business with such corporation, firm, or person; nor
2. Influence or participate in the City's contract selection of, or conduct business with, a corporation, firm, or party competing against a party that a City officer or employee has such a substantial ongoing financial relationship.
3. For purpose of this section, a substantial ongoing financial relationship is defined as: expanding beyond just a formal contractual relationship. Rather it encompasses any financial interest, direct or indirect, where a City officer, employee, or family member of a City officer or employee is involved in a client-service relationship in which:
 - a. the City officer, employee, or family member of a City officer or employee, receives a substantial portion of his or her revenue or like compensation through such relationship, whether received through his or her corporation, firm, or as an individual; or
 - b. such client-service relationship is likely to continue to provide considerable potential business or has provided substantial business in the past. This does not include prior financial

relationships that are so far removed in time or rare in frequency as to be insignificant.

4. Corporations, firms or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy.

I. Disclosure of Confidential Information

1. Disclosure of Confidential Information
No City officer or employee shall, except as required or reasonably believed to be required for the performance of his/her duties, disclose confidential information gained by reason of his/her official position or use such information for his/her own personal interest. "Confidential information" is all information, whether transmitted orally or in writing, that the employee has been informed, is aware, or has reason to believe is intended to be used only for city purposes, is not intended for public disclosure, or is otherwise of such a nature that it is not, at the time, a matter of public record or public knowledge.
2. Confidential information includes, but is not limited to, personal information regarding City officials and employees; private financial and other personal information provided by city taxpayers, license holders, contractors, and customers; intelligence and investigative information, including the identity of persons filing complaints; formulas, designs, drawings, and research data obtained or produced by the city and preliminary, non-final assessments, opinions, and recommendations concerning city policies and actions. Any public official who is uncertain as to whether certain information is confidential should consult the City Attorney. An employee who is uncertain as to whether certain information is confidential should consult their immediate supervisor or department head.

J. Acceptance of Compensation, Gifts, Favors, Rewards or Gratuity.

City employees shall not, directly or indirectly, solicit any gift or give or receive any gift, whether it be money, services, loan, travel, entertainment, hospitality, promise, or any other form, under the following circumstances:

1. It could be reasonably inferred or expected that the gift was intended to influence them in the performance of their official duties; or
2. The gift was intended to serve as a reward for any official action on their part. Public officials and city employees may accept de minimis gifts such as, but not limited to, calendars, coffee mugs, flowers, candy, and other similar items that are given as a customary business practice and have no material significance to the recipient, with such gifts from any one source not to exceed one hundred dollars in value in any twelve-month period. City employees should report any gift to their immediate supervisor. This

section shall not apply to gifts made to the city. All such gifts shall be given to the mayor for official disposition. This prohibition shall not apply to those items which are excluded from the definition of gift in [SMC 1.04A.020](#).

K. Fair and Equitable Treatment.

1. No City officer or employee shall knowingly use his or her office or position to secure personal benefit, gain or profit, or use position to secure special privileges or exceptions for himself/herself or for the benefit, gain or profits of any other persons.
2. No City officer or employee shall employ or use the employment of any person under the City officer's or employee's official control or direction for the personal benefit, gain or profit of the City officer or employee or another beyond that which is available to every other person.
3. No City officer or employee shall use City-owned vehicles, equipment, materials, money or property for personal or private convenience or profit. Use is restricted to such services as are available to the public generally, for the authorized conduct of official business (not personal use), and for such purposes and under such conditions as can be reasonably expected to be approved by City policies.
4. Except as authorized by law and in the course of his or her official duties, no City officer or employee shall use the power or authority of his or her office or position with the City in a manner intended to induce or coerce any other person to provide such City employee or any other person with any compensation, gift, or other thing of value directly or indirectly.
5. City Officers and employees are encouraged to participate in the political process on their own time and outside of the workplace by working on campaigns for the election of any person to any office or for the promotion of or opposition to any ballot proposition, but shall not use or authorize the use of City facilities or resources for such purposes except as authorized by the provisions of RCW 42.17.13.

L. False and Frivolous complaints prohibited.

No person subject to the Code of Ethics shall knowingly file a false complaint or report of a violation of this Code of Ethics. A person who files a complaint with a good faith belief that a violation of the Code of Ethics has occurred shall be protected by the City's Whistleblower Protection policy as set forth in [SMC 1.04A.180](#).

M. Aiding others prohibited.

No City officer or employee may knowingly aid or assist any City officer or employee in the violation of any provision of this Code of Ethics.

N. Commission of Acts of Moral Turpitude or Dishonesty Prohibited.

No City officer or employee shall commit any act of moral turpitude or dishonesty relating to his or her duties or position as a City officer or employee or arising from business with the City. Conviction of a felony or a misdemeanor involving moral turpitude or dishonesty, the nature of which demonstrates lack of fitness for the position held, shall be considered conclusive evidence of a violation of this Code of Ethics. Demonstrated acts of moral turpitude or dishonesty are not limited to felony or misdemeanor criminal convictions.

O. Prohibited Conduct After Leaving City Service.

1. Disclosure of Privileged, Confidential or Proprietary Information Prohibited. No former City officer or employee shall disclose or use any privileged, confidential or proprietary information gained because of his or her City employment.
2. Participation in City Matters Prohibited. No former City officer or employee shall, within a period of one year after leaving City office or employment:
 - a. participate in matters involving the City if, while in the course of employment with the City, the former City officer or employee was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter;
 - b. represent any person as an advocate in any matter in which the former City officer or employee was involved while a City officer or employee; or
 - c. participate as or with a bidder, vendor or consultant in any competitive selection process for a City contract in which he or she assisted the City in determining the project, or work to be done, or the process to be used.
3. Duty to Inform. Whenever a City officer or employee wishes to contract with a former City officer or employee for expert or consultant services within one year of the latter's leaving City service, advance notice shall be given to and approval received from the Ethics Commission. Said approval shall be in written form and copied to the mayor at the same time that it is given to the individual making the request.
4. Exceptions.
 - a. The prohibitions of subsections (2)(a) and (2)(b) of this section shall not apply to a former City officer or employee acting on behalf of a governmental agency if the Ethics Commission has determined that the service to the agency is not adverse to the interest of the City.
 - b. Nothing in this chapter shall prohibit an official elected to serve a governmental entity other than the City of Spokane from carrying out their official duties for that government entity.
5. Corporations, firms or persons doing business with the City shall be advised of this provision, and shall certify, as part of any contract with the City, that they are aware of the restrictions in this policy. If a firm or person

doing business with the City assists an employee in violating the provisions of the Code, the firm or business may be disbarred, excluded from contracting with the City for 5 years.

P. Failure to Produce Public Records

No City officer or employee shall willfully and without just cause delay or fail to produce any city records in his or her possession or control in response to a public records request filed with the city pursuant to Chapter 42.56 RCW.

1. A “city record” is a “public record” as defined by RCW 42.56.010(3).
2. “Just cause” to delay or fail to produce means:
 - a. A reasonable belief that production of the record is exempt from public disclosure pursuant to Chapter 42.56 RCW or other statute which exempts or prohibits disclosure of specific information or records; and/or
 - b. The city record is subject to legal review to determine whether it is subject to an exemption from disclosure pursuant to Chapter 42.56 RCW; and/or
 - c. The requester has been notified in writing that additional time is required to produce the city record and/or determine whether it is subject to an exemption from disclosure pursuant to Chapter 42.56 RCW.

Section 2. That there is adopted a new section 17G.050.075 to chapter 17G.050 to read as follows:

17G.050.075 Review of Public Records Disclosures

- A. Upon request, the hearing examiner shall review and render a decision on the legal validity of any claim of exemption to produce a city record asserted in response to a records request filed with the city pursuant to Chapter 42.56 RCW.
- B. A request for a determination shall be made in writing with the office of the hearing examiner.
- C. No fee may be assessed for any request for a determination.
- D. A written determination on the legal validity shall be rendered within fourteen calendar days of the request.

- E. The failure to request a legal determination with the office of the hearing examiner does not constitute a failure to exhaust administrative remedies for the purpose of seeking judicial review pursuant to RCW 42.56.550.

PASSED BY THE CITY COUNCIL ON _____, 2016.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date



Agenda Sheet for City Council Meeting of: 11/14/2016

Date Rec'd	11/2/2016
Clerk's File #	ORD C35453
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	TIM DUNIVANT 625-6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Final Reading Ordinance
Agenda Item Name	0410 - PROPERTY TAX ORDINANCE (2017 PROPERTY TAXES)

Agenda Wording

An ordinance making the annual City of Spokane property tax levy for 2017.

Summary (Background)

Each year per RCW 84.52.070, the City Council must pass the annual property tax levy and transmit to the County Assessor and the Board of County Commissioners the amount of property taxes levied on property in the City.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals

Dept Head DUNIVANT, TIMOTHY

Division Director DUNIVANT, TIMOTHY

Finance KECK, KATHLEEN

Legal PICCOLO, MIKE

For the Mayor COTE, BRANDY

Council Notifications

Study Session

Other 11/07/16 Finance Committee

Distribution List

tdunivant@spokanecity.org

kkeck@spokanecity.org

cmarchand@spokanecity.org

Additional Approvals

Purchasing

ORDINANCE NO. C35453

An ordinance updating the annual City of Spokane property tax levy for 2017.

WHEREAS, the Spokane City Council, the governing body of the City of Spokane, a taxing district ("District" or "City") of the State of Washington, has met and considered its budget for the calendar year 2017, holding public hearings thereon; and

WHEREAS, the District's actual regular levy amount from the previous year (2016) was \$56,074,954.63 not including administrative refunds; and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, has determined that the City of Spokane requires a regular levy as provided hereafter, as well as an EMS levy as provided hereafter, both of which include an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, and authorized refunds, in order to discharge the expected expenses and obligations of the City and in its best interest; and

WHEREAS, the District population is more than 10,000; Now, Therefore,

The City of Spokane does ordain:

Section Regular Levy.

- A. An increase in the regular annual property tax levy is hereby authorized for the levy to be collected in the 2017 tax year, said increase to be in the amount of \$560,749.55, which is a percentage increase of 1% from the previous year's actual levy, prior to the inclusion of administrative refunds in the 2016 levy.
- B. This increase is exclusive of additional revenue in 2017 resulting from new construction, improvements to property, newly constructed wind turbines, increases in the value of state assessed property, and any annexations that have occurred and refunds made or amounts as required or permitted by law. The total regular property tax levy for 2017, including amounts estimated for new construction, annexations, refunds, and any other add-ons, is estimated at \$57,525,000 and is a percentage increase of 2.59% from the previous year's actual levy prior to the inclusion of 2016 administrative refunds. Inclusive of administrative refunds in the 2016 levy, the 2017 levy represents a 2.39% increase.

Section Existing GO Bonds.

In the case of the tax levied to raise \$5,458,450 for Principal and Interest on the City of Spokane's outstanding General Obligation Bonds, the County Assessor, in spreading the tax upon the rolls shall determine the dollar rate required.

Section EMS Levy.

Ordinance C-35366 concerning a levy for emergency medical services (EMS), passed by the Spokane City Council on February 22, 2016 and approved by the voters in the election of April 26, 2016, provides for a levy for six consecutive years beginning in 2017, with the rate in the first year being 50 cents per \$1,000 of assessed valuation. This will provide for a levy amount estimated at \$8,360,000 in 2017.

Section 4. Certification; Filing.

The City Council certifies all information as stated herein. Appropriate City staff is directed to transmit all required information required to the Clerk of Spokane County Board of County Commissioners and County Assessor, including budget estimates of amounts to be raised by taxation on assessed value of property (RCW 84.55.020), estimated beginning and ending cash balances (RCW 84.52.025), and the amount of taxes levied on assessed value within the City (RCW 84.52.070). Pursuant to Section 19 of the City Charter, this measure takes effect immediately on first reading and passage.

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date



Agenda Sheet for City Council Meeting of:
11/14/2016

Date Rec'd	7/21/2016
Clerk's File #	ORD C35423
Renews #	

Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Final Reading Ordinance	Requisition #	
Agenda Item Name	4700 - HEARING FOR STREET VACATION - NORTH CENTER STREET		

Agenda Wording

Vacation of portions of North Center Street, North Crescent Avenue, Ross Court, Hamlin Street and a portion of a nearby alley as requested by Avista and Riverview Retirement Community. (Logan Neighborhood Council)

Summary (Background)

At its legislative session held on June 6, 2016, the City Council set a hearing on the above vacation for July 25, 2016, which has been moved to August 8, 2016. Staff has solicited responses from all concerned parties.

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

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BECKER, KRIS	<u>Study Session</u>	
<u>Division Director</u>	MALLAHAN, JONATHAN	<u>Other</u>	PED 5/16/16
<u>Finance</u>	DAVIS, LEONARD	<u>Distribution List</u>	
<u>Legal</u>	RICHMAN, JAMES	engineering admin	
<u>For the Mayor</u>	WHITNEY, TYLER	edjohnson@spokanecity.org	
<u>Additional Approvals</u>		sbishop@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		ebrown@spokanecity.org	

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35423

An ordinance vacating a portion of Ross Court, North Crescent Avenue, North Center Street, Hamlin Street, and a portion of a nearby alley,

WHEREAS, a petition for the vacation of a portion of Ross Court, North Crescent Avenue, North Center Street, Hamlin Street, and a portion of a nearby alley, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the right-of-way located in the SE $\frac{1}{4}$ of Section 09, Township 25 North, Range 43 East, Willamette Meridian, and further described below, is hereby vacated. Parcel number not assigned.

All that portion of North Ross Court lying south of Lots 7 through 12, and north of Lots 13 through 18, HOLE'S SUBDIVISION OF BLOCK 13 ROSS PARK, as recorded in Volume "D" of Plats, Page 78, records Spokane County, EXCEPT Parcel "A" further described below;

TOGETHER WITH that portion of North Ross Court lying South of Lot 7 WILKINSON SUBDIVISION OF PART OF BLOCK 12 OF ROSS PARK ADDITION, as recorded in Book 3 of Plats, Page 63, records of Spokane County, and lying North of Lot 6, WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK, as recorded in Volume "E" of Plats, Page 88, records of Spokane County, EXCEPT Parcel "A" further described below;

TOGETHER WITH all that portion of the platted alley lying north of Block 1 and south of Block 2, HAMLIN'S SUBDIVISION OF THE EAST HALF OF BLOCK 6 IN ROSS PARK, as recorded in Volume "B" of Plats, Page 98, records Spokane County, EXCEPT Parcel "A" further described below;

TOGETHER WITH All that portion of North Crescent Avenue lying North of Lots 1 through 6, HOLE'S SUBDIVISION OF BLOCK 13 ROSS PARK, as recorded in Volume "D" of Plats, Page 78, records of Spokane County, and lying south of Block 6, ROSS PARK, as recorded in Volume "A" of Plats, Page 141, records of Spokane County, and lying south of Block 1, HAMLIN'S SUBDIVISION OF THE EAST HALF OF BLOCK 6 IN ROSS PARK, as recorded in Volume "B" of Plats, Page 98, records of Spokane County, EXCEPT Parcel "A" further described below;

TOGETHER WITH all that portion of North Center Street lying north of the North right of way of Upriver Drive and south of Parcel "A" further described below;

Parcel "A"

A parcel of land being a portion of Southwest Quarter of Section 9, Township 25 North, Range 43 East, Willamette Meridian, County of Spokane, State of Washington, more particularly described as follows:

COMMENCING AT the southeast corner of HOLE'S SUBDIVISION OF BLOCK 13, ROSS PARK, as recorded in Volume "D" of Plats, Page 78, records of Spokane County, said point being on the Northerly right of way of Upriver Drive and being common with the Southwest corner of WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK, as recorded in Volume "E" of Plats, Page 88, records of Spokane County;

Thence North $47^{\circ}47'23''$ East along the Northerly right of way of Upriver Drive, a distance of 23.93 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said Northerly right of way North $47^{\circ}47'23''$ East a distance of 64.01 feet;

Thence North $43^{\circ}01'21''$ West a distance of 334.23 feet;

Thence along a tangent curve to the left with a radius of 302.00 feet, through a central angle of $62^{\circ}53'44''$ (the long chord of which bears North $74^{\circ}28'13''$ West a distance of 315.12 feet), for an arc length of 331.52 feet;

Thence South $74^{\circ}04'55''$ West a distance of 512.89 feet;

Thence along a tangent curve to the left with a radius of 232.00 feet, through a central angle of $40^{\circ}28'19''$: (the long chord of which bears South $53^{\circ}50'46''$ West a distance of 160.49 feet), for an arc length of 163.88 feet to a point on the Northwesternly right of way of that right of way as dedicated by Resolution recorded in Auditor's file number 6037563;

Thence along said Northwesternly right of way South $33^{\circ}36'36''$ West a distance of 9.71 feet;

Thence South $56^{\circ}23'24''$ East a distance of 64.00 feet;

Thence North $33^{\circ}36'36''$ East a distance of 9.71 feet;

Thence along a tangent curve to the right with a radius of 168.00 feet, through a central angle of $40^{\circ}28'19''$ (the long chord of which bears North $53^{\circ}50'46''$ East a distance of 116.22 feet), for an arc length of 118.67 feet;

Thence North $74^{\circ}04'55''$ East a distance of 512.89 feet;

Thence along a tangent curve to the right with a radius of 238.00 feet, through a central angle of $62^{\circ}53'44''$ (the long chord of which bears South $74^{\circ}28'13''$ East a distance of 248.34 feet), for an arc length of 261.26 feet;

Thence South $43^{\circ}01'21''$ East a distance of 333.32 feet to the **TRUE POINT OF BEGINNING**.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT
July 19, 2016**

LOCATION: Portions of North Crescent, Ross Ct., Center St, and adjacent alleys.

PROPONENT: Avista

PURPOSE: To realign and vacate streets for Avista's Campus.

HEARING: August 15, 2016

REPORTS:

AVISTA UTILITIES – Avista requests that if any utilities comment on any reserved easements in the proposed right-of-ways to be vacated, that only a 10' easement be reserved for utilities in the vacation area.

COMCAST – Comcast has no problem as long as Avista pays Comcast to relocate their plant within this project.

CENTURYLINK – CenturyLink has no objections to the vacation.

ASSET MANAGEMENT - CAPITAL PROGRAMS – The new ROW street should incorporate bicycle lanes to tie in with Upriver Drive and along N. Crescent to Indiana.

FIRE DEPARTMENT - No Comments

NEIGHBORHOOD SERVICES - No Comments

PARKS DEPARTMENT - No Comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – Water in the proposed vacation area of Ross Ct., No Crescent Ave, and North Center St., which must be rerouted or eased (There is sewer in the same streets). A Boundary Line Adjustment will be required to avoid land locking properties.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No issues with the vacation. Will deal with the route issues @ development.

PLANNING & DEVELOPMENT – PLANNING – Subject to Shoreline Permit approval. Coordinate with Ali Brast for timing

POLICE DEPARTMENT - No Comments

SOLID WASTE MANAGEMENT - No Comments

STREET DEPARTMENT - No Comments

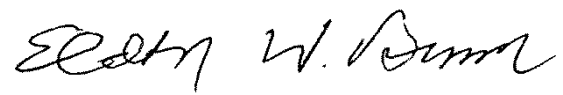
WASTEWATER MANAGEMENT – There are existing sanitary sewers in most of the right of ways proposed for vacation. These sewers must either become private, if they serve only Avista-owned properties or, if not, then an easement and access must be provided to the City for repair and maintenance. This easement must be: A “No build” easement allowing “ingress and egress for City crews and equipment for maintenance and repair of the sewer pipeline” is required for the full length of the pipe. This easement should be a minimum 30-ft wide, 10-ft on one side of the pipeline and 20-ft on the other. On site storm runoff must be contained and handled on the site in privately owned facilities in accordance with State and City requirements. If existing facilities are to be used within the proposed vacated R/W. those facilities must become private and disconnected from the public system.

WATER DEPARTMENT - No Comments

BICYCLE ADVISORY BOARD - No Comments

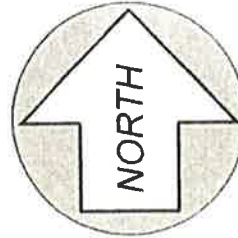
RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. All utilities that must be moved will be addressed with the plans that are currently in for review. Prior to finalizing the vacation all necessary utilities must be moved or easement will be reserved.
2. Street realignment plans must be approved and construction must be complete.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$59,318.83 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. Adequate emergency vehicle access shall be maintained to existing and future buildings.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2017.

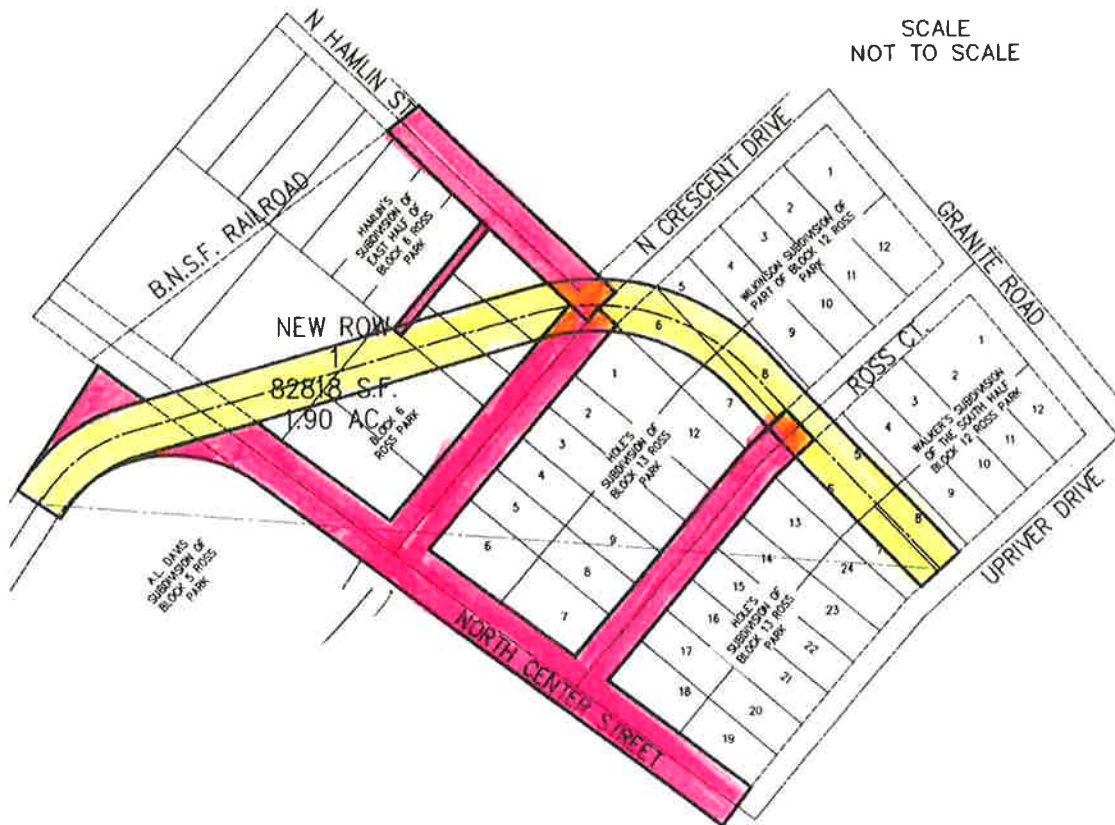
A handwritten signature in black ink, reading "Eldon W. Brown". The signature is written in a cursive, flowing style.



Eldon Brown, P.E.
Principal Engineer – Developer Services

EXHIBIT FOR
AVISTA
STREET VACATIONS



SCALE
NOT TO SCALE



-  RIGHT-OF-WAY
TO BE VACATED
-  RIGHT-OF-WAY
TO BE DEDICATED

THIS MAP IS FOR EXHIBIT PURPOSES ONLY AND
DOES NOT CONSTITUTE A PROPERTY BOUNDARY
SURVEY

City of Spokane
Department of Engineering Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35425

An ordinance vacating a portion of Ross Court,

WHEREAS, a petition for the vacation of a portion of Ross Court, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the right-of-way located in the SE ¼ of Section 09, Township 25 North, Range 43 East, Willamette Meridian, and further described below, is hereby vacated. Parcel number not assigned.

That portion of North Ross Court lying north of Lots 1 through 5, WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK, as recorded in Volume "E" of Plats, Page 88, records of Spokane County, extended northerly to the South line of the plat of WILKINSON SUBDIVISION OF PART OF BLOCK 12 OF ROSS PARK ADDITION, as recorded in Book 3 of Plats, Page 63, records of Spokane County, EXCEPT Parcel "A" further described below;

Parcel "A"

A parcel of land being a portion of Southwest Quarter of Section 9, Township 25 North, Range 43 East, Willamette Meridian, County of Spokane, State of Washington, more particularly described as follows:

COMMENCING AT the southeast corner of HOLE'S SUBDIVISION OF BLOCK 13, ROSS PARK, as recorded in Volume "D" of Plats, Page 78, records of Spokane County, said point being on the Northerly right of way of Upriver Drive and being common with the Southwest corner of WALKER'S SUBDIVISION OF THE SOUTH HALF OF LOT 12, ROSS PARK, as recorded in Volume "E" of Plats, Page 88, records of Spokane County;

Thence North $47^{\circ}47'23''$ East along the Northerly right of way of Upriver Drive, a distance of 23.93 feet to the **TRUE POINT OF BEGINNING**;

Thence continuing along said Northerly right of way North $47^{\circ}47'23''$ East a distance of 64.01 feet;

Thence North $43^{\circ}01'21''$ West a distance of 334.23 feet;

Thence along a tangent curve to the left with a radius of 302.00 feet, through a central angle of $62^{\circ}53'44''$ (the long chord of which bears North $74^{\circ}28'13''$ West a distance of 315.12 feet), for an arc length of 331.52 feet;

Thence South $74^{\circ}04'55''$ West a distance of 512.89 feet;

Thence along a tangent curve to the left with a radius of 232.00 feet, through a central angle of $40^{\circ}28'19''$ (the long chord of which bears South $53^{\circ}50'46''$ West a distance of 160.49 feet), for an arc length of 163.88 feet to a point on the Northwesternly right of way of that right of way as dedicated by Resolution recorded in Auditor's file number 6037563;

Thence along said Northwesternly right of way South $33^{\circ}36'36''$ West a distance of 9.71 feet;

Thence South $56^{\circ}23'24''$ East a distance of 64.00 feet;

Thence North $33^{\circ}36'36''$ East a distance of 9.71 feet;

Thence along a tangent curve to the right with a radius of 168.00 feet, through a central angle of $40^{\circ}28'19''$ (the long chord of which bears North $53^{\circ}50'46''$ East a distance of 116.22 feet), for an arc length of 118.67 feet;

Thence North $74^{\circ}04'55''$ East a distance of 512.89 feet;

Thence along a tangent curve to the right with a radius of 238.00 feet, through a central angle of $62^{\circ}53'44''$ (the long chord of which bears South $74^{\circ}28'13''$ East a distance of 248.34 feet), for an arc length of 261.26 feet;

Thence South $43^{\circ}01'21''$ East a distance of 333.32 feet to the **TRUE POINT OF BEGINNING**.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



**CITY OF SPOKANE
PLANNING & DEVELOPMENT**

808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
July 19, 2016

LOCATION: North Ross Court from the east line of re-aligned North Crescent to the west line of Granite Street.

PROPONENT: Riverview Retirement Community

PURPOSE: Riverview's Campus Expansion

HEARING: August 15, 2016

REPORTS:

AVISTA UTILITIES – Avista requests that if any utilities comment on any reserved easements in the proposed right-of-ways to be vacated, that only a 10' easement be reserved for utilities in the vacation area.

COMCAST – Comcast has no problem as long as Avista pays Comcast to relocate their plant within this project.

CENTURYLINK – CenturyLink has no objections to the vacation.

ASSET MANAGEMENT - CAPITAL PROGRAMS – The new ROW street should incorporate bicycle lanes to tie in with Upriver Drive and along N. Crescent to Indiana.

FIRE DEPARTMENT - No Comments

NEIGHBORHOOD SERVICES - No Comments

PARKS DEPARTMENT - No Comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – Water in the proposed vacation area of Ross Ct., No Crescent Ave, and North Center St., which must be rerouted or eased (There is sewer in the same streets). A Boundary Line Adjustment will be required to avoid land locking properties.

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No issues with the vacation. Will deal with the route issues @ development.

PLANNING & DEVELOPMENT – PLANNING – Subject to Shoreline Permit approval. Coordinate with Ali Brast for timing

POLICE DEPARTMENT - No Comments

SOLID WASTE MANAGEMENT - No Comments

STREET DEPARTMENT - No Comments

WASTEWATER MANAGEMENT – There are existing sanitary sewers in most of the right of ways proposed for vacation. These sewers must either become private, if they serve only Avista-owned properties or, if not, then an easement and access must be provided to the City for repair and maintenance. This easement must be: A “No build” easement allowing “ingress and egress for City crews and equipment for maintenance and repair of the sewer pipeline” is required for the full length of the pipe. This easement should be a minimum 30-ft wide, 10 ft on one side of the pipeline and 20 ft on the other. On site storm runoff must be contained and handled on the site in privately owned facilities in accordance with State and City requirements. If existing facilities are to be used within the proposed vacated R/W. those facilities must become private and disconnected from the public system.

WATER DEPARTMENT - No Comments

BICYCLE ADVISORY BOARD - No Comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. All utilities that are currently in the right-of-way must be moved or easements must be in place.
2. The plans for termination and closure of the street must be submitted and accepted by Planning and Development, prior to construction, and the improvements must be satisfactorily constructed before final vacation approval.
3. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor’s Office. This is calculated to be \$16,229.73 and is to be deposited to Budget Account #3200 49199 99999 39510.
4. The vacation is not to be finalized until the property that is currently owned by Harlan Fulmer (Ross Park Wilkinson Lot 11-Parcel 35093.1111), is purchased by the Riverview Retirement Community.
5. Adequate emergency vehicle access shall be maintained to existing and future buildings.

6. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 31, 2020.

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is fluid and cursive, with the first name "Eldon" being more prominent than the last name "Brown".

Eldon Brown, P.E.
Principal Engineer – Developer Services

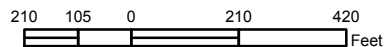
Site Map



Right of Way Description:

North Ross Court north of Lots 1 through 5
of Walker's Subdivision of the South Half
of Lot 12, Ross park

Disclaimer: This is not a legal document: The information shown on this map is compiled from various sources and is subject to revision. This map should not be used to determine the location of facilities in relationship to property lines, sections lines, streets, etc.
Not suitable for design purposes.



Vacation Area

COSGIS
City of Spokane GIS



DISTRIBUTION LIST
VACATION OF NORTH CENTER STREET, NORTH CRESCENT DRIVE, ROSS
COURT, HAMLIN STREET AND A PORTION OF A NEARBY ALLEY

POLICE DEPARTMENT

ATTN: SGT CHUCK REISENAUER

FIRE DEPARTMENT

ATTN: MEGAN PHILLIPS
MIKE MILLER

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: DAN KEGLEY
JAMES SAKAMOTO
ROGER BURCHELL
CHRIS PETERSCHMIDT
HARRY MCLEAN

STREETS

ATTN: MARK SERBOUSEK
MARTHA STEVENSON

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ERIK JOHNSON
ELDON BROWN
JOHN SAYWERS

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: JACKIE CARO
JONATHAN MALLAHAN
ROD MINARIK
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: SCOTT WINDSOR

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: SCOTT SIMMONS
MARCIA DAVIS

AVISTA UTILITIES

ATTN: DAVE CHAMBERS
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

VINCE HENTGES

1406 E ILLINOIS AVE

SPOKANE WA 99207

MARGARET & WILLIAM TOMBARI

1414 E ILLINOIS AVE

SPOKANE WA 99207

DISTRIBUTION LIST
VACATION OF NORTH CENTER STREET, NORTH CRESCENT DRIVE, ROSS
COURT, HAMLIN STREET AND A PORTION OF A NEARBY ALLEY

W A TOMBARI
1418 E ILLINOIS AVE
SPOKANE WA 99207

RIVERVIEW LUTHERAN HOME OF SPOKANE
1717 E ROSS CT
SPOKANE WA 99207

W A TOMBARI
1428 E ILLINOIS AVE
SPOKANE WA 99207

HARLAN L FULMER
1721 E ROSS CT
SPOKANE WA 99207

W A TOMBARI
1504 E. ILLINOIS AVE.
SPOKANE WA 99207

CHRIS J SCHWARTZENBERGER
1514 E ILLINOIS AVE
SPOKANE WA 99207

TSV LLC
1520 E ILLINOIS AVE
SPOKANE WA 99207

TSV LLC
1524 E ILLINOIS AVE.
SPOKANE WA 99207

TODD S VICK
1530 E ILLINOIS AVE
SPOKANE WA 99207

RICHARD TANNEHILL
1540 E ILLINOIS AVE
SPOKANE WA 99207

RIVERVIEW VILLAGE
1703 E NORTH CRESCENT AVE
SPOKANE WA 99207



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

October 25, 2016

City Clerk File No.:
FIN 2016-0001

COUNCIL ACTION MEMORANDUM

RE: SETTING PUBLIC HEARINGS: (1) ON POSSIBLE REVENUE SOURCES FOR
THE 2017 BUDGET and (2) FOR REVIEW OF THE 2017 PROPOSED BUDGET

During its 3:30 p.m. Administrative Session held Monday, October 24, 2016, upon consideration of the October 24 Current Agenda items, the Spokane City Council unanimously approved the setting of public hearings for the following:

- on possible revenue sources for the 2017 Budget for November 7, 2016 and
- for review of the 2017 Proposed Budget beginning Monday, November 7, 2016, and continuing thereafter at the regular council meetings during the month of November.

Terri L. Pfister, MMC
Spokane City Clerk



Agenda Sheet for City Council Meeting of:
10/24/2016

Date Rec'd	10/11/2016
Clerk's File #	FIN 2016-0001
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	FINANCE & ADMIN
Contact Name/Phone	TIM DUNIVANT 625-6845
Contact E-Mail	TDUNIVANT@SPOKANECITY.ORG
Agenda Item Type	Hearings
Agenda Item Name	0410 - SET BUDGET HEARINGS

Agenda Wording

Setting the hearings for review of the 2017 Proposed Budget beginning Monday, November 7, 2016 and continuing thereafter at the regular council meetings during the month of November.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the proposed 2017 budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on November 7, 2016 and are currently scheduled to continue each Monday during the month of November through November 21, 2016. The Council may continue the hearing up to the 25th day prior to the beginning of the next fiscal year.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	tdunivant@spokanecity.org	
<u>For the Mayor</u>	CODDINGTON, BRIAN	cmarchand@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			

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

11/07/2016

Date Rec'd

10/27/2016

Clerk's File #

ORD C35452

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Cross Ref #**Contact Name/Phone**

TAMI PALMQUIST 625-6157

Project #**Contact E-Mail**

TPALMQUIST@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4700 - DEVELOPER SERVICES - ORDINANCE REGARDING ROADWAY NAMING

Agenda Wording

An ordinance regarding Roadway Naming and Addressing; amending SMC sections 17A.020.120; 17A.020.180 17A.020.190; repealing section 17D.050; and enacting a new section 17D.050A to Chapter 17D of the Spokane Municipal Code.

Summary (Background)

The intent of this process was to develop a common countywide standard used by all addressing authorities within Spokane County to reduce addressing conflicts and enhance public safety agencies' abilities to provide emergency response.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

Study Session**Division Director**

MALLAHAN, JONATHAN

Other

P&ED 9/19/16

Finance

KECK, KATHLEEN

Distribution List**Legal**

RICHMAN, JAMES

Engineering Admin

For the Mayor

DUNIVANT, TIMOTHY

jrichman@spokanecity.org

Additional Approvals

bwilliams@spokanecity.org

Purchasing

isacco@spokanecity.org

jeliason@spokanecity.org

lVonEssen@spokanecounty.org

tpalmquist@spokanecity.org

ORDINANCE NO. C35452

AN ORDINANCE regarding Roadway Naming and Addressing; amending SMC sections 17A.020.120; 17A.020.180; 17A.020.190; repealing section 17D.050; and enacting a new section 17D.050A to chapter 17D of the Spokane Municipal Code.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That chapter 17D.050 of the Spokane Municipal Code is repealed.

Section 2. That there is enacted a new chapter 17D.050A of the Spokane Municipal Code to read as follows:

Chapter 17D.050A Roadway Naming and Addressing

Section 17D.050A.010 Purpose, Goals, and Intent

- A. The purpose and intent of this chapter is to establish a uniform method for naming roadways and assigning addresses for real property and structures within the City of Spokane.
- B. The goals of this chapter are as follows:
 - 1. To facilitate the expedient emergency response by medical, law enforcement, fire, rescue, and any other emergency services;
 - 2. To regulate the display of property address numbers and provide for accurate road name signage, installation, and maintenance thereof; and
 - 3. To provide property owners, the general public, emergency responders, and government agencies and departments with an accurate and systematic means of identifying and locating property and/or structures.

Section 17D.050A.020 Applicability

- A. This chapter applies to all public and private roadways, addresses for real property, and structures situated within the City of Spokane. The City of Spokane may name or rename roadways and assign or reassign addresses as necessary to further the purpose of this chapter.
- B. This chapter applies to the assignment of addresses to all new or existing buildings or properties within the City of Spokane.
- C. All non-conforming addresses may be changed to conform to this Code.

Section 17D.050A.030 Administration

The Development Services Center shall administer the provisions of this chapter, unless otherwise provided for herein.

Section 17D.050A.040 Definitions

- A. "Address" means a property location identification with the following format, and typically in the following order: address number, directional prefix, roadway name, roadway type, building designator, and unit designator (e.g., "123 W. Main St., Apt. 456"). The following elements are required: address number, roadway name, and roadway type. The following elements may be optional: directional prefix, building designator, and unit designator.
- B. "Addressing Authority" means the Development Services Center.
- C. "Address Number" means the numeric designation for an addressable structure or unit.
- D. "Addressable" means a property required to be assigned an address under this chapter.
- E. "Addressable Property, Addressable Structures, Addressable Sites or Addressable Units" means, generally, the habitable or legally occupied structure, or a lot, parcel, or tract, but may also include other structures or sites as determined necessary by the relevant addressing authority.
- F. "Addressing Database" means the computerized format for tracking assigned roadway names and addresses within the City of Spokane.
- G. "Addressing Grid System" is the address number and directional system in a particular area such as a grid system, block system, plat, or subdivision.
- H. "Administrator" means the Development Services Center Manager.
- I. "Building Designator" means a single character alphabetic descriptor for a single building within a multiple unit complex (e.g., "123 W. Main St., Bldg. A").
- J. "Department" means the Development Services Center.
- K. "Directional Prefix" means a single or double character alphabetic descriptor within a roadway name consisting of any combination of the cardinal directions of North, South, East, and West, generally used in specific roadway naming schemes (i.e., N, S, E, W, NE, NW, SE, SW).+
- L. "E911 Director" means the manager of the local 911 service.

- M. “Non-conforming Address or Roadway Name” means an address or roadway name that is not in compliance with this chapter.
- N. “Multiple Units” means the presence of two or more addressable structures, addressable sites, or addressable units on a single Spokane County tax parcel or group of undivided interest parcels.
- O. “Multiple Unit Complex” means an apartment, condominium, or business complex where there exist multiple buildings on a single site, and two or more buildings include multiple units.
- P. “Multiple Unit Structure” means a single structure which contains two or more units.
- Q. “Non-conforming Roadway Name Sign” means a roadway name sign that is not in compliance with this chapter.
- R. “Regional Public Safety Spatial Database” means the spatial format for tracking all assigned roadway names and addresses within Spokane County. This system is maintained by the Regional Public Safety Geographic Information Systems (RPSGIS) Committee for use in countywide public safety-related applications.
- S. “Roadway” means a public or private way on which vehicles travel, encompassing all roadway types.
- T. “Roadway Name” means the word or words either existing, or in the case of new or renamed roadways, which are approved by the Development Services Center, used in conjunction with a directional prefix, and/or a roadway type to identify a public or private roadway.
- U. “Roadway Type” means an abbreviated word used in conjunction with a roadway name to describe the character of the roadway and will be in accordance with USPS Publication No. 28 Appendix C1. The following are allowable roadway types:
1. Alley (Aly): a narrow service roadway that serves rear lots and where platted width is less than twenty feet.
 2. Avenue (Ave): a through local, collector or arterial roadway generally running east-west.
 3. Boulevard (Blvd): a roadway with exceptional width, length and scenic value, typically with a landscaped median dividing the roadway; or an arterial or major collector roadway that lies diagonally to the east-west, north-south grid system.
 4. Circle (Cir): a local or collector roadway having ingress and egress from the same roadway. See also “Loop”.

5. Court (Ct): a dead end or cul-de-sac that will not become an extension or a continuation of either an existing or future roadway, not longer than six hundred feet in length.
 6. Drive (Dr): a lengthy collector or arterial that does not have a definite directional course.
 7. Highway (Hwy): used to designate state or federal roadways only.
 8. Lane (Ln): a roadway used as a private local access within a development.
 9. Loop (Loop): a local or collector roadway having ingress and egress from the same roadway. See also "Circle".
 10. Parkway (Pkwy): a thoroughfare designated as a collector or arterial, with a median reflecting the park-like character implied in the name.
 11. Place (Pl): a permanently dead-end roadway, terminating in a cul-de-sac, or short through roadway, not longer than six hundred fifty feet in length.
 12. Road (Rd): typically reserved for roadways located outside the boundary of a city or town, and may be found within city/town limits due to past annexations or when a new roadway is in alignment with or within one hundred twenty five feet of an existing county road.
 13. Street (St): a through local, collector or arterial roadway generally running north-south.
 14. Way (Way): a curvilinear roadway.
- V. "Unit" means a specific dwelling or commercial space amongst a larger group of dwellings or commercial spaces (e.g., apartment, suites, etc.).
- W. "Unit Designator" means a secondary address number that is used to identify a separate unit on a single lot, parcel, tract of land, or within a multiple unit complex. A unit designator at a minimum shall consist of a unit type and a numeric identifier (e.g., 10126 W. Rutter Pkwy., Apt. 2). See also: "Multiple Units", "Multiple Unit Complex", "Multiple Unit Structure")
- X. "Unit Type" means an abbreviated word used in conjunction with a unit designator to describe the character of the unit and will be in accordance with USPS Publication No. 28 Appendix C2. The following are allowable unit types:
1. "Apt" for Apartment,

2. "Bsmt" for Basement,
3. "Bldg" for Building,
4. "Dept" for Department,
5. "Dorm" for Dormitory,
6. "Fl" for Floor,
7. "Frnt" for Front,
8. "Hngr" for Hanger,
9. "Lbby" for Lobby,
10. "Lot" for Lot,
11. "Lowr" for Lower Level,
12. "Ofc" for Office,
13. "Pier" for Pier,
14. "Rear" for Rear,
15. "Rm" for Room,
16. "Slip" for Slip,
17. "Spc" for Space,
18. "Stop" for Stop,
19. "Ste" for Suite,
20. "Trlr" for Trailer,
21. "Unit" for Unit,
22. "Uppr" for Upper Level.

Y. "Utility Site" means a parcel containing any type of utility service, located on a legal parcel of land with no association to a building and, requiring periodic maintenance or readings by utility company personnel.

Section 17D.050A.050 Roadways to Which Naming Requirements Apply

- A. New or unnamed existing roadways providing access to four (4) or more addressable parcels, structures, or units shall be named.
- B. Existing roadways for which renaming has been authorized by the City to promote the purpose of this chapter shall be renamed as provided for in the City Charter and the Spokane Municipal Code.
- C. Preapproved road names shall be identified on plat documents at the time of Final Plat submittal.
- D. Only traveled ways that qualify as roadways may be named; except that alleys in the downtown zones may be named.
- E. All roadways shall be named regardless of whether the ownership is public or private. Without limitation, this includes all roadways that are created within plats, short plats, binding site plans, PUDs and manufactured/mobile home parks.
- F. Driveways, access to parking areas and other traveled surfaces that are not considered roadways may not be named, but may have directions identified with the following method:
 - 1. Arrow signs indicating building or address ranges within an apartment complex or campus may be placed at the entrances and along the non-roadway traveled ways to locate the buildings.

Section 17D.050A.055 Naming of Roadways

- A. Any project permit action that results in a name being created to identify a new roadway, whether public or private, shall comply with the requirements of this chapter. The applicant will designate proposed roadway names. The Development Services Center shall review the proposed roadway names for consistency with this chapter.
- B. Other than as provided in subsection (A) of this section, a roadway name shall be established or changed by ordinance upon recommendation of the plan commission. Any proposed roadway name change shall be consistent with the roadway naming standards of SMC 17D.050A.060.
- C. Before submitting a proposed roadway name change to the plan commission, the Development Services Center shall cause the applicant to give notice to the owners of property fronting on the roadway, the United States Postal Service and emergency dispatching personnel, for the purpose of eliciting comments. The Development Services Center shall also cause the applicant to post notice pursuant to [SMC 17G.060.120](#).

Section 17D.050A.060 Roadway Naming Standards

All new, unnamed, or renamed roadways within the City of Spokane shall be named pursuant to this chapter and the following criteria:

- A. Roadway names shall be easy to read and pronounce.
- B. Roadway names shall not contain vulgarity or vulgar innuendo, nor insult to any person, group, or class of persons, or institution.
- C. Roadway names shall not sound similar to other roadway names within the City of Spokane, whether existing or currently proposed. (e.g., Links, Lynx)
- D. Duplicate roadway names will not be allowed.
 - 1. Any roadway name shall not duplicate any county roadway names unless the new roadway is in alignment with the existing county roadway.
 - 2. Roadways with the same root name but different suffix (that are not in reasonable alignment with the existing roadway) will be considered as a duplicate roadway name, e.g., Chesterfield Drive or Chesterfield Lane and thus disallowed.
- E. Roadway names shall conform to the most current M.U.T.C.D. and City of Spokane Standards for maximum letter usage, font style, font height, font stroke, and layout.
- F. Roadway names shall be based on the Modern English alphabet and shall not contain special characters (periods, dashes, underscores, apostrophes, quotes, diacritic, etc.) or have frivolous, complicated, or unconventional spellings, with the following exception:
 - 1. Alpha streets shall include quotation marks (e.g. "A" St.)
 - 2. Roadway names may contain a single space to separate two words (e.g. "Mount Spokane Dr.").
- G. Roadway names should not include abbreviations (e.g., "St Charles" vs. "Saint Charles").
- H. Articles (e.g., "The", "A", or "An") shall not be used to begin roadway names.
- I. Roadway names duplicating commercial or private facilities shall not to be used (e.g., "Bowling Alley" or "Tennis Court").

- J. Numbered or alphabetical roadway names shall continue in sequence (e.g., 1st adjacent to 2nd, and not adjacent to 3rd).
- K. Numbered Avenues shall be spelled out from First to Tenth. Numbered Avenues starting at 11th shall display numbers with an ordinal suffix, in lower case letters.
- L. A proposed roadway which is a continuation of, within one hundred twenty-five feet of another already existing and named roadway, or in alignment with an existing roadway, shall continue the roadway prefix direction, roadway name, and roadway type of the existing roadway whenever possible. If the proposed roadway will terminate at a cul-de-sac, the roadway type for the block containing the cul-de-sac may be Court (Ct).
- M. Roadway name integrity should be maintained for the entire length of the roadway whenever possible. Roadway names shall only change when there is a substantial intersection or significant “visual geometric cue.” Generally continuous roadways shall not be subdivided into segments with different names.
- N. Roadway names shall not include a directional prefix (e.g., “W. West Washington Rd.”).
- O. Roadway names shall not include words used as roadway types (e.g., “Circle St.” or “Avenue Way”).
- P. Roadway names shall not include the word highway (e.g., “Highway 2” or “Old Sunset Highway”).
- Q. Alleys should not be named or assigned addresses, except as permitting in the Downtown.
- R. Roadways which meander from one predominant direction to another shall be assigned a directional prefix in one direction throughout the roadway length according to which general direction of such roadway is the predominant direction of travel.
- S. If a roadway forks into two roadways, the fork with the highest projected traffic volume should continue the same name.
- T. Two uniquely named roadways should not intersect more than once (e.g., Main St. should not intersect Pine Ln. at 200 W. Main St., and also intersect Pine Ln. at 400 W. Main St.). Loops and Circles will be reviewed on an individual basis and require approval from the Administrator.
- U. All proposed new or renamed roadway names which deviate from this document shall be subject to a review by the Addressing Authority and the E911 Director, or

designee, for ease of use within E911 computer-aided dispatch systems, and verified against the Regional Public Safety Spatial Database.

Section 17D.050A.070 Roadway Name Signs Required

- A. All private and public roadways shall have approved roadway name signs posted at every intersection in compliance with federal, state, and local laws and regulations. Roadway name signs shall be made and installed pursuant to this chapter.
- B. Prior to the filing of a final plat, the developer shall install proper roadway name signs to be located per the jurisdiction standards and in accordance with the specifications and requirements of this chapter and shall arrange for inspection by the Administrator or designee.

Section 17D.050A.080 Standards for Signage of Roadways

- A. All public and private roadways shall be designated by names or numbers on signs clearly visible and legible from the roadway. All roadway signs, both public and private, shall be constructed, located and maintained in accordance with standards adopted by the City of Spokane.
- B. Roadway signs shall be located at intersections and be legible from all directions of vehicle travel for a distance of not less than one hundred fifty five feet, unless otherwise required by the Administrator.
 - 1. All letters and numbers shall comply with the most current M.U.T.C.D Standards for font style, font height, and font stroke.
 - 2. Sign mounting height and lateral offset shall comply with the most current Standards of the City of Spokane.
 - 3. All required roadway signs placed at the intersection of a public and private roadway shall be placed outside of the public right-of-way, and constructed and maintained by the private roadway owner(s).
 - 4. On other than through-traffic roadways, signs identifying pertinent information shall be placed at the entrance to such roadways (e.g., "No Outlet").
 - 5. Signs shall be installed in a horizontal orientation and prior to final acceptance of roadway improvements.

Section 17D.050A.090 Addressing Grid Systems

- A. The city of Spokane shall participate in the use of the addressing grid system described in this section.

B. The City of Spokane addressing grid is defined as follows:

1. Sprague Avenue or Sprague Avenue extended divides the City into north and south addresses and Division Street or Division Street extended divides the City into east and west addresses.
2. North of Sprague Avenue, addresses have even numbers on the east side of the roadway and odd numbers on the west side; south of Sprague Avenue, even numbers are on the west side of the roadway and odd numbers are on the east. West of Division Street, addresses have even numbers on the north side and odd numbers on the south side of the roadway; east of Division Street, even numbers are assigned to the south side of the roadway and odd numbers are on the north side.
3. The appropriate directional designation, or abbreviation of the word itself (e.g., "N." or "North"), is part of the address and follows the number. For example, the first lot south of Sprague Avenue on the west side of Division Street would have a street address of "10 S. Division Street."

Section 17D.050A.100 Addressing Standards

- A. Each property owner who has addressable property and has not been assigned an address has a responsibility to apply to the Addressing Authority for a physical address.
- B. Application for each address assignment prior to the issuance of a building permit shall include, at a minimum: a site map showing any proposed or existing structures, driveways, and road approach locations and shall be accompanied by an application, as determined by the Addressing Authority.
- C. The numbering of addressable properties or structures along each roadway shall begin at the appropriate grid point of origin and continue in sequence. No address shall be out of sequence in relation to the adjacent addresses.
- D. Each block along a roadway may have up to one hundred address numbers. The hundred series shall change upon crossing a roadway intersection or in best possible alignment with the established address grid if applicable, with the exception of intersecting driveways and/or alleys. The hundred series along a public roadway shall not change upon crossing a private roadway, unless deemed necessary by the Addressing Authority. Private roadways wholly contained within plats shall be assigned hundred series as if they were public roadways.
- E. Addresses along a roadway shall have even numbers on one side of the roadway and odd numbers on the other side as defined in the addressing grid.

- F. Individual address numbers shall be assigned to fit within the block range of the roadway segment to which the address is assigned (e.g. a new address that is assigned to the 200 block of Main St., must be assigned a number between 200 and 299). Individual addresses should be assigned to be consistent with adjacent blocks of the same N-S or E-W orientation.
- G. Properties only accessible via a shared driveway shall be assigned an address based on the point of origin of the driveway from the connecting roadway and shall be sequential, with the following exceptions:
 - 1. Commercial and Public Facility structures may be assigned an address based upon the roadway the main entrance faces and not necessarily the access roadway.
 - 2. Residential structures on corner lots may be assigned an address based upon the roadway the main entrance faces and not necessarily the access roadway.
- H. Fractional addresses shall not be used (e.g., “100 ½ W. Main St.”).
- I. Address numbers shall not contain any non-numeric characters (e.g., “118a” or “118b”).

Section 17D.050A.110 Change in Roadway or Address Status

- A. If a public or private roadway right-of-way is altered, the City shall review the alteration and may assign a corrected roadway name and/or address/addresses consistent with the provisions of this Code. If the access to an individual address is altered, the City shall assign a corrected address consistent with the provisions of this Code (e.g., the owners of 200 W. Cherry Ln. change the location of their driveway from Cherry Ln. to Spruce Ln. necessitating an address on Spruce Ln.).
- B. Roadway name changes should be approved only when they further the public interest or public safety, specifically in the dispatching of emergency vehicles. A change in the name of an existing roadway is subject to approval by the city council. The city council, subsequent to the recommendation of the plan commission, may grant a roadway name change if the proposed change is consistent with the policy for naming roadways found in SMC 17D.050A.060.

Section 17D.050A.120 Multiple Units

- A. Duplex/Triplex units shall be assigned one address for each unit when possible.
- B. Accessory dwelling units (ADU) whether attached or detached, shall be assigned a secondary address from the primary dwelling unit. The ADU shall be identified by the building designator “Unit” (e.g.; 123 W. Main St., Unit 1).

- C. Manufactured Home Parks which contain dwelling units fronting on a public or private roadway(s) shall be assigned one address for each dwelling unit. Manufactured home parks which contain dwelling units fronting on unnamed private access roadway(s) shall be assigned one address for the entire property, and a secondary address assigned for individual spaces by the manufactured home park owner subject to approval by the City (e.g.; “1520 W. Richland St., Spc. 1”).
- D. Multiple unit complexes shall be assigned one address for the property based upon the roadway from which vehicular access to the structures is obtained whenever possible. If necessary, the addressing authority may assign an address based upon the roadway the main entrance faces (e.g., “1642 N. Sherman Rd., Spc. 10” or “1642 N. Sherman Rd., Bldg C”).
- E. Structures within multiple unit complexes shall be assigned a building designator for each structure as opposed to a unique address (e.g., “123 W. Main St., Bldg. A”) unless an exception is granted by the City.
- F. When unit designators are assigned to multiple unit structures with individual building designations, the unit designator shall include the building designation (e.g., 123 W. Main St., Apt. A200 or 123 W. Main St., Bldg. A, Apt. 200).
- G. When unit designators are assigned to buildings with multiple floors, all above ground units shall be assigned a three digit number (or higher) where the beginning number shall represent the floor upon which the unit is located (e.g., first floor units would be assigned a three digit number beginning with 1, “Apt. 101”, fifteenth floor units would be assigned a four digit number beginning with 15, “Apt. 1501”).
- H. Units within below grade stories shall include the alpha characters “Lowr” to indicate lower level and then be assigned a three digit number where the beginning number shall represent the floor upon which the unit is located (e.g. all units in the first level below grade would be assigned three digit numbers beginning with 1, “Apt. Lowr 101”, units on the second level below grade would be assigned three digit numbers beginning with 2, “Apt. Lowr 201”).
- I. Should a remodel of a multiple-unit structure alter the number or configuration of units, the addresses of units within said structure shall be updated to remain in compliance with this section.
- J. Should a remodel of a single-unit structure create a multiple-unit structure, the addresses of units within said structure shall be updated to remain in compliance with this section.
- K. When unit designators are assigned to individual multifamily dwellings (including apartments and condominiums) the units shall use the unit type for apartment: “Apt.” or unit: “Unit”.

- L. When unit designators are assigned to individual dwellings/spaces in manufactured home parks, the units shall use the unit type for space: "Spc."
- M. When unit designators are assigned to individual commercial suites or tenant spaces within a commercial structure(s), the units shall use the unit type for suite: "Ste."
- N. All other multiple unit structures not previously described shall contain a unit type which most closely identifies the unit's use and which is in accordance with current USPS Published Standards.

Section 17D.050A.130 Residential Final Plat Addresses

Prior to the filing of a residential final plat, all preliminary plat maps must be submitted and approved as required by the Spokane Municipal Code (SMC) 17G.080.050(C)(2), and the full physical addresses for all lots within or served by the development must be indicated on the final plat. Physical addresses will not be issued without an approved preliminary plat map.

Section 17D.050A.140 Display of Address

- A. On structures now existing or hereafter erected the owner of the property or structure shall conspicuously place the correct address, as required by this chapter.
- B. Addresses shall be displayed on all new and existing buildings. Letters, numbers, or symbols shall meet the following standards:
 - 1. The posted address shall be metal or other durable material.
 - 2. The numbering/lettering shall be at least four inches in height, and one-half inch in stroke width minimum.
 - 3. The posted address shall contrast with its background.
 - 4. The address shall be placed on the structure plainly legible and visible from the roadway from which vehicular access is provided to the property or structure.
 - 5. Address is visible from all directions of travel.
- C. Structures in excess of 100 feet from the roadway fronting the property shall display the address on a sign, monument, or post not less than three feet, or more than six feet above the ground and located at the entrance to the property from the nearest roadway. The structure shall display additional posting at the structure location.

- D. If two or more addressable structures share a common primary access and any one of the addressable structures is located more than 100 feet from the roadway designated in the assigned address, the addresses for each structure shall be posted at the intersection of the shared access and the named roadway on a sign or post not less than three feet nor more than six feet above the ground, and each structure shall display additional posting at the structure location.
- E. If refuse collection is elsewhere than in the fronting street of a building, the owner and occupant shall conspicuously post and maintain the street address number near the refuse receptacles clearly legible from the place where the refuse is collected.
- F. Address numbers, signage, location, and sizing shall be maintained in a manner consistent with the provision, purpose and intent of this addressing standard by the responsible property owner, including all other local, state and federal laws.

Section 17D.050A.150 List of Established Roadway Names, Assigned Addressing, and Mapping

The City of Spokane - Spokane County RPSGIS committee shall maintain the Regional Public Safety Spatial Database comprised of all public and private roadways and addresses within all of Spokane County. The aforementioned spatial database is available for viewing either online from the Spokane County website or in person within the Spokane County Public Works Building during regular business hours.

Section 17D.050A.160 Deviations from Literal Compliance

The Administrator may grant minor deviations from literal compliance with the requirements of this chapter, with the approval of the Spokane City Council. Such deviations are intended to provide relief from literal compliance with specific provisions of this chapter in instances where there is an obvious practical problem with doing so, while still adequately addressing the property for location by emergency service providers and to promote the other purposes of this chapter.

Section 17D.050A.170 Appeals

- A. The Hearing Examiner shall hear appeals of roadway naming or renaming decisions by the City, pursuant to SMC 02.005.040(C).
- B. The Manager of the Development Services Center may approve roadway names for newly established roadways or sections thereof. The manager's decision is an administrative action that may be appealed to the hearing examiner under [chapter 17G.050 SMC](#).
- C. An appeal must be filed prior to final plat approval.

- D. Appeals must be in writing on forms provided by the department. The applicant has the burden of demonstrating that the desired roadway name satisfies the requirements of this chapter.
- E. An appeal fee as specified in [chapter 8.02 SMC](#) must be submitted with the completed appeal form and any supporting documentation.

Section 17D.050A.180 Severability

If any provision of this chapter is held invalid, the remainder of the chapter is not affected.

Section 3. That SMC section 17A.020.120 is amended to read as follows:

17A.020.120 “L” Definitions

- A. Land Surveyor.
An individual licensed as a land surveyor pursuant to chapter 18.43 RCW.
- B. Land Use Codes.
Those provisions of this code that relate to:
 - 1. zoning,
 - 2. subdivision,
 - 3. shorelines management,
 - 4. stormwater control,
 - 5. flood zones,
 - 6. critical areas,
 - 7. signs,
 - 8. skywalks, andinclude chapter 17D.020 SMC, chapter 17D.050A SMC, chapter 17D.060 SMC, chapter 17D.090 SMC, chapter 17E.010 SMC, chapter 17E.020 SMC, chapter 17E.030 SMC, chapter 17E.040 SMC, chapter 17E.060 SMC, chapter 17E.070 SMC, and chapter 17G.080 SMC.
- C. Landscape Plan.

A scale drawing showing site improvements and landscaping required under chapter 17C.200 SMC the following elements:

1. Footprint of all structures.
 2. Final site grading.
 3. All parking areas and driveways.
 4. All sidewalks, pedestrian walkways, and other pedestrian areas.
 5. Location, height, and materials for all fences and walls.
 6. Common and scientific names of all plant materials used, along with their size at planting and location of all plant materials on the site.
- D. Landslide.
Rapid sliding of large masses of rock, soil, or material on steep mountain slopes or from high cliffs.
- E. Latah Formation.
Sedimentary layer of claystone to fine-grained sandstone in which very finely laminated siltstone is predominant. The fresh rock ranges in color from various shades of gray to almost white, tan and rust. Much of the finer grained layers contain leaf imprints and other plant debris. Because of its generally poorly consolidated state, the Latah rarely outcrops. It erodes rapidly and therefore is usually covered with later deposits or in steeper terrain hidden under the rubble of overlying basaltic rocks.
- F. Launch Ramp.
An inclined slab, set of pads, rails, planks, or graded slope used for launching boats with trailers or by hand.
- G. "Ldn" means a day-night average sound level and serves as a basic measure for quantifying noise exposure, namely, the A-weighted sound level averaged over a twenty-four hour time period, with a ten decibel penalty applied to nighttime (ten p.m. to seven a.m.) sound levels.
- H. Leak Detection.
A procedure for determining if the material in a primary container has escaped into the outside environment or has invaded an interstitial space in a multiple containment system.
- I. Levee.

A natural or artificial embankment on the bank of a stream for the purpose of keeping floodwaters from inundating adjacent land. Some levees have revetments on their sides.

J. Level of Service Standard.

The number of units of capacity per unit of demand. The level of service standards used on concurrency tests are those standards specified in the adopted City of Spokane comprehensive plan.

K. Lighting Methods.

1. Direct.

Exposed lighting or neon tubes on the sign face. Direct lighting also includes signs whose message or image is created by light projected onto a surface.

2. Indirect.

The light source is separate from the sign face or cabinet and is directed to shine onto the sign.

3. Internal.

The light source is concealed within the sign.

L. Lighting Plan.

A general site plan that includes:

1. location of all lighting fixtures on the site;
2. manufacturer's model identification of each lighting fixture;
3. manufacturer's performance specifications of each fixture;
4. a photometric plan of the installed fixtures, which demonstrates that all illumination is confined within the boundaries of the site.

M. Limited Industrial.

Establishments primarily engaged in on-site production or assembly of goods by hand manufacturing involving the use of hand tools and small-scale equipment and may have the incidental direct sale to consumers of those goods produced on-site. Typical uses include:

1. on-site production of goods by hand or artistic endeavor;
2. placement of digital or analog information on a physical or electronic medium;

3. manufacture, predominantly from previously prepared materials, of finished products or parts, provided the noise, light, smell, or vibration does not extend beyond the site; and
4. research of an industrial or biotechnical nature.

All activity must be conducted totally within the structure with no outdoor storage.

N. Listed Species.

A fish or wildlife species on a state or federal species of concern list. Possible designations could include endangered, threatened and sensitive.

O. Littoral Drift.

The natural movement of sediment, particularly sand and gravel, along shorelines by wave action in response to prevailing winds or by stream currents.

P. Local Access Street.

A street that provides access from individual properties to collector and minor arterials.

Q. Lot.

1. "Lot" is a parcel or tract of land so designated on a recorded plat or assessors plat, or:
 - a. in an unplatted area, a tract having frontage on a public street or private street within a planned unit development or binding site plan and having the minimum size and dimensions required for a building site by the zoning code; or
 - b. a building site designated as such on an approved planned development plan; or
 - c. an unplatted area, legally created, and having the minimum size and dimensions required for a building site by the zoning code, but that does not have frontage on a public street.
2. A tract consisting of more than one contiguous lot may be considered as one lot for development purposes, subject to interpretation of the location of the front and rear yards.
3. A "corner lot" is a lot bounded on two adjacent sides by intersecting public streets.
4. An "inside lot" is a lot other than a corner lot.

5. A “through lot” is a lot bounded on opposite sides by parallel or approximately parallel public streets.
- R. Lot Depth.
The depth of a lot is the horizontal distance between the front lot line and the rear lot line measured in the mean direction of the side lot lines.
- S. Lot Lines.
The property lines along the edge of a lot or site.
1. “Front lot line” means a lot line, or segment of a lot line, that abuts a street.
 - a. On a corner lot, the front lot line is the shortest of the lot lines that abut a street. If two or more street lot lines are of equal length, then the applicant or property owner can choose which lot line is to be the front.
 - b. However, a through lot has two front lot lines regardless of whether the street lot lines are of equal or unequal length.
 2. “Rear lot line” means a lot line that is opposite a front lot line.
 - a. A triangular lot has two side lot lines but no rear lot line.
 - b. For other irregularly shaped lots, the rear lot line is all lot lines that are most nearly opposite the front lot line.
 3. “Side lot line” means a lot line that is neither a front nor rear lot line.
 - a. On a corner lot, the longer lot line, which abuts a street, is a side lot line.
 4. “Side street lot line” means a lot line that is both a side lot line and a street lot line.
 5. “Street lot line” means a lot line, or segment of a lot line, that abuts a street.
 - a. “Street lot line” does not include lot lines that abut an alley.
 - b. On a corner lot, there are two (or more) street lot lines.
 - c. Street lot lines can include front lot lines and side lot lines.
- T. Lot Width.

The width of a lot is the horizontal distance between the side lot lines measured on a line intersecting at right angles the line of the lot depth thirty feet from the front lot line.

U. Low Impact Development (LID).

1. LID is a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

V. Low Visual Impact Facility.

For the purposes of administration of this code, a low visual impact facility includes a small diameter (three feet or less) antenna or antenna array located on top of an existing pole or on a replacement pole. (See also SMC 17A.020.010, Alternative Tower Structure.)

W. Lowest Floor.

The lowest floor of the lowest enclosed area (including the basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of SMC 17E.030.140.

Section 4. That SMC section 17H.010.030 is amended to read as follows:

17H.010.030 Street Layout Design

- A. Street design is governed by the comprehensive plan and city design standards.
- B. Streets shall be designed in light of topography and existing and planned street patterns. It is encouraged that low impact development principles be considered, evaluated and utilized where practical as described in the Eastern Washington Low Impact Development Guidance Manual.
- C. Adequate access shall be provided to all parcels of land. The street system shall facilitate all forms of transportation including pedestrians, bicycles, vehicles and emergency services.
- D. When property is divided into large parcels, streets shall be laid out so as to allow the addition of future streets in a consistent pattern in the event of redivision.

- E. Street names should be logical, consistent and understandable to satisfy the needs of emergency and delivery vehicles. Street names must be approved by the City and comply with the requirements of chapter 17D.050A SMC, Roadway Naming.
- F. The layout of new streets shall provide for the continuation of existing streets in adjoining subdivisions. If a public street or right-of-way terminates at a plat boundary, provisions shall be made for the extension of the public street to the adjacent property or to another public street in a manner consistent with public mobility and utility infrastructure needs.
- G. Street layout shall provide for future extension of streets into areas which are presently not subdivided.
- H. Traffic generators within the project should be considered and the street system designed appropriately. Individual projects may require a traffic study subject to chapter 17D.080 SMC, Voluntary Impact Fees, chapter 17D.010 SMC, Concurrency Certification, or chapter 17E.050 SMC, SEPA.
- I. The minimum centerline distance between intersections shall be one hundred fifty feet.
- J. Bordering arterial routes should be considered and design continuity provided.
- K. When any parcels in a subdivision adjoin an existing or proposed arterial street, the hearing examiner may require access by way of frontage streets and may restrict access to the arterial.
- L. Subdivisions comprised of more than thirty lots shall include two access points acceptable to the city fire department and the director of engineering services.
- M. A grid pattern featuring more street intersections and shorter block lengths should be implemented wherever possible.
- N. Block lengths should not exceed six hundred sixty feet.
- O. A block width should allow for two tiers of lots between parallel streets and double frontage lots should be avoided.
- P. Permanent dead-end or cul-de-sac streets may be allowed when the property is isolated by topography or the configuration of existing platted

lots and streets. Dead-ends and cul-de-sacs will be reviewed in every case for connectivity

Section 5. That SMC section 17A.020.180 is amended to read as follows:

17A.020.180 “R” Definitions

- A. RCW.
The Revised Code of Washington, as amended.
- B. Real Estate Sign.
A sign indicating that a property or any portion thereof is available for inspection, sale, lease, rent.
- C. Reasonable Cause.
A reasonable basis to believe or suspect that there is storage, seepage, spillage, accumulation, or use of critical materials or the pursuit of critical materials activities at a site or premises.
- D. Reconsideration – Request For.
A request to the appeal body to consider again or reverse the decision on the permit application.
- E. Recreational Vehicle.
A vehicle, which is:
 - 1. Built on a single chassis;
 - 2. Four hundred square feet or less when measured at the largest horizontal projection;
 - 3. Designed to be self-propelled or permanently towable by a light duty truck; and
 - 4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- F. Recycling Drop-off Center.
A facility for the drop-off and temporary holding of materials such as paper, cardboard, glass, metal, plastic, batteries, and motor oil.
 - 1. Processing of materials is limited to glass breaking and separation.
 - 2. Recycling materials are not sold to a recycling drop-off center.

3. A recycling drop-off center is intended for household or consumer use.
 4. Use by commercial or industrial establishments is not included.
 5. Unattended drop-off stations for single materials, such as newsprint, are also not included.
- G. Recycling Operation.
A use where one or more recycling materials are accumulated, stored, sorted, or processed.
1. A recycling operation may get recycling materials from drop-off centers, from a household or business pick-up operation, or from commercial or industrial uses.
 2. Materials may be processed on site or accumulated in large quantities for eventual sale or transfer to other processors.
 3. Recycling operation does not include the processing of yard debris or other decomposable material except for clean paper products.
- H. Redivision.
The redivision of a lot located within a previously recorded plat or short plat.
- I. Regional Shopping Mall – Enclosed.
A group of retail and other commercial establishments that is planned, developed, and managed as a single property, with on-site parking provided around the perimeter of the shopping center, and that is generally at least forty acres in size and flanked by two or more large “anchor” stores, such as department stores. The common walkway or “mall” is enclosed, climate-controlled and lighted, usually with an inward orientation of the stores facing the walkway.
- J. Registered Neighborhood Organization.
A community development block grant (CDBG) neighborhood steering committee, a neighborhood council, or other neighborhood or community group within the City that:
1. Represents a specifically designated geographic area;
 2. Is governed by bylaws and has elected officers; and
 3. Has registered as such with the City and is on the current list of registered neighborhood organizations.
- K. Regularly.

Occurring consistently and repeatedly on an ongoing basis.

- L. Regulated Substance.
A critical material as referred to in 42 U.S.C. 6991(2).
- M. Related Persons.
One or more persons related either by blood, marriage, adoption, or guardianship, and including foster children and exchange students; provided, however, any limitation on the number of residents resulting from this definition shall not be applied if it prohibits the City from making reasonable accommodations to disabled persons in order to afford such persons equal opportunity to use and enjoy a dwelling as required by the Fair Housing Amendment Act of 1988, 42 U.S.C. 3604(f)(3)(b) and the Washington Housing Policy Act, RCW 35.63.220.
- N. Repair (see also "Maintenance").
An activity that restores the character, scope, size, and design of a serviceable area, structure, or land use to its previously authorized and undamaged condition. Activities that change the character, size, or scope of a project beyond the original design, and drain, dredge, fill, flood, or otherwise alter additional wetlands are not included in this definition.
- O. Reservoir.
A body of water collected and stored in an artificial pool that is intended for future use.
- P. Residential Zone.
Those zones from RA through RHD.
- Q. Responsible Party.
A person who is either:
 - 1. The property owner or person authorized to act on the owner's behalf; or
 - 2. Any person causing or contributing to a violation of this chapter.
- R. Restoration.
See "Compensatory Mitigation" (SMC 17A.020.030).
- S. Revetment.
A sloped wall constructed of riprap or other suitable material placed on stream banks or other shorelines to slow down bank erosion and minimize lateral stream movement.
- T. Right-of-way.
A public or private area that allows for the passage of people or goods.

1. Right-of-way includes passageways such as:
 - a. freeways,
 - b. streets,
 - c. bike paths,
 - d. alleys, and
 - e. walkways.
2. A public right-of-way is a right-of-way that is dedicated or deeded to the public for public use and under the control of a public agency.

U. Riparian.

1. Riparian habitat is defined as an area that contains elements of both aquatic and terrestrial ecosystems, which mutually influence each other.
2. It is the area where the vegetation, water tables, soils, microclimate, and wildlife inhabitants of terrestrial ecosystems are influenced by perennial or intermittent water, and the biological and physical properties of the adjacent aquatic ecosystems are influenced by adjacent vegetation, nutrient, and sediment loading, terrestrial wildlife, and organic debris from the land.
3. Riparian vegetation includes not only streamside vegetation that is dependent upon presence of water, but also on the upland vegetation that is part of the zone of influence in the riparian area.
4. Riparian habitats have high wildlife density and high species diversity. They serve as important wildlife breeding and seasonal ranges. They are important movement corridors and are highly vulnerable to habitat alteration.

V. Riparian Habitat Area (RHA).

A defined area used to manage and buffer impacts to wildlife habitat and consists of landscape features that support fish and wildlife in areas near water bodies such as streams, rivers, wetlands and lakes.

W. Riparian Wetland.

Wetlands located at the shore of a lake or river. The transitional area between aquatic and upland ecosystems that is identified by the presence of vegetation

that requires or tolerates free or unbound water or conditions that are more moist than normally found in the area.

X. Riprap.

A layer, facing, or protected mound of stones placed to prevent erosion, scour, or sloughing of a structure of embankment; also, the stone so used.

Y. River Delta.

Those lands formed as an aggradational feature by stratified clay, silt, sand, and gravel deposited at the mouths of streams where they enter a quieter body of water. The upstream extent of a river delta is that limit where it no longer forms distributary channels.

Z. Riverine.

Situated alongside or associated with a river.

AA. Roadway.

1. Curbed roadways within the City limits and other urbanized areas are commonly and generically referred to as “streets.” Roadways outside the urban areas are most often not curbed, and are commonly and generically referred to as “roads.”

2. Within the context of this code, “roadway” refers to any traveled way, either public or private, that has been platted or otherwise specifically dedicated for the purpose of circulation and will require a name in accordance with chapter 17D.050A SMC.

AB. Roadway Name.

Roadway names consist of three parts:

1. Direction.

2. Root name; and

3. Suffix.

AC. Rock Shore.

Those shorelines whose bluffs and banks are typically composed of natural rock formations.

AD. Rockfall.

The falling of rocks from near vertical cliffs.

AE. Roof Line.

The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, chimneys, or other projections.

- AF. Roof Top Sign.
A sign on a roof that has a pitch of less than one-to-four.
- AG. Root Name.
A maximum of two words, which are not considered part of the directional or suffix.
- AH. Runoff.
Water that travels across the land surface, or laterally through the ground near the land surface, and discharges to water bodies either directly or through a collection and conveyance system. It includes stormwater and water from other sources that travels across the land surface.
- AI. Runoff and Infiltration Controls.
Measures adopted to prevent damage due to flooding and erosion problems.

Section 6. That SMC section 17A.020.190 is amended to read as follows:

17A.020.190 “S” Definitions

- A. Salmonid.
Belonging to the family of Salmonidae, including the salmons, trouts, chars, and whitefishes.
- B. Sandwich Board Sign.
A self-supporting A-shaped freestanding temporary sign with only two visible sides that are situated adjacent to a business, typically on a sidewalk.
- C. Scrub-shrub Wetland.
An area of vegetated wetland with at least thirty percent of its surface area covered by woody vegetation less than twenty feet in height at the uppermost strata.
- D. Secondary Building Walls.
Exterior building walls that are not classified as primary building walls.
- E. Secondary Containment.
A means of spill or leak containment involving a second barrier or tank constructed outside the primary container and capable of holding the contents of the primary container.
- F. Sediment.

Mineral or organic matter deposited as a result of erosion.

- G. Sedimentation.
The settling and accumulation of particles such as soil, sand, and gravel, suspended in water or in the air.
- H. SEPA Rules.
Chapter 197-11 WAC adopted by the department of ecology.
- I. Service Area.
A geographic area defined by the City, which encompasses public facilities that are part of a plan.
- J. Serviceable.
Means presently useable.
- K. Setback.
The minimum distance required between a specified object, such as a building and another point. Setbacks are usually measured from lot lines to a specified object. In addition, the following setbacks indicate where each setback is measured from:
 - 1. "Front setback" means a setback that is measured from a front lot line.
 - 2. "Rear setback" means a setback that is measured from a rear lot line.
 - 3. "Side setback" means a setback that is measured from a side lot line.
 - 4. "Street setback" means a setback that is measured from a street lot line.
- L. Sex Paraphernalia Store.
A commercial establishment that regularly features sexual devices and regularly advertises or holds itself out, in any medium, as an establishment that caters to adult sexual interests. This definition shall not be construed to include:
 - 1. Any pharmacy, drug store, medical clinic, any establishment primarily dedicated to providing medical or healthcare products or services; or
 - 2. Any establishment located within an enclosed regional shopping mall.
- M. Sexual Device.
Any three dimensional object designed for stimulation of the male or female human genitals, anus, buttocks, female breast, or for sadomasochistic use or abuse of oneself or others and shall include devices commonly known as dildos, vibrators, penis pumps, cock rings, anal beads, butt plugs, nipple clamps, and physical representations of the human genital organs. Nothing in this definition

shall be construed to include devices primarily intended for protection against sexually transmitted diseases or for preventing pregnancy.

N. Shall.

Unless the context indicates otherwise, the term “shall” means:

1. In reference to the obligations imposed by this title upon owners or occupants of premises or their agents, a mandatory obligation to act, or when used with a negative term to refrain from acting, in compliance with this code at the risk of denial of approval or civil or criminal liability upon failure so to act, the term being synonymous with “must”;
2. With respect to the functions of officers and agents of the City, a direction and authorization to act in the exercise of sound discretion; or
3. The future tense of the verb “to be.”

O. Shallow Groundwater.

Naturally occurring water within an unconfined (water table) aquifer, partially confined aquifer or perched groundwater aquifer, and which is present at depth of fifteen feet or less below the ground surface, at any time, under natural conditions.

P. Shorelands.

Or “shoreline areas” or “shoreline jurisdiction” means all “shorelines of the state” and “shorelands” as defined in RCW 90.58.030. Those lands extending landward for two hundred feet in all directions as measured on a horizontal plane from the ordinary high-water mark; floodways and contiguous floodplain areas landward two hundred feet from such floodways; and all wetlands and river deltas associated with the streams, lakes, and tidal waters which are subject to the provisions of the entire shoreline master program; the same to be designated as to location by the department of ecology.

Q. Shoreline and Ecosystems Enhancement Plan and Program.

See SMC 17E.020.090, Habitat Management Plans.

R. Shoreline Buffer.

1. A designated area adjacent to the ordinary high-water mark and running landward to a width as specified by this regulation intended for the protection or enhancement of the ecological function of the shoreline area.
2. The buffer will consist primarily of natural vegetation or planted vegetation which maintains or enhances the ecological functions of the shoreline area.

3. The term “buffer area” has the same meaning as “buffer.”
- S. Shoreline Enhancement.
Any alteration of the shoreline that improves the ecological function of the shoreline area or any aesthetic improvement that does not degrade the shoreline ecological function of the shoreline.
- T. Shoreline Environment Designations.
The categories of shorelines established by local shoreline master programs in order to provide a uniform basis for applying policies and use regulations within distinctively different shoreline areas. The basic recommended system classifies shorelines into four distinct environments (natural, conservancy, rural, and urban). See WAC 173-16-040(4).
- U. Shoreline Habitat and Natural Systems Enhancement Projects.
1. Shoreline habitat and natural systems enhancement projects include those activities proposed and conducted specifically for the purpose of establishing, restoring, or enhancing habitat for propriety species in shorelines.
 2. Provided that the primary purpose of such actions is clearly restoration of the natural character and ecological functions of the shoreline, projects may include shoreline modification actions such as:
 - a. Modification of vegetation,
 - b. Removal of nonnative or invasive plants,
 - c. Shoreline stabilization, dredging, and filling.
- V. Shoreline Jurisdiction.
See “Shorelands.”
- W. Shoreline Letter of Exemption.
Authorization from the City which establishes that an activity is exempt from shoreline substantial development permit requirements under SMC 17E.060.300 and WAC 173-14-040, but subject to regulations of the Act and the entire shoreline master program.
- X. Shoreline Master Program.
1. The comprehensive use plan for a described area, and the use regulations together with maps, diagrams, charts, or other descriptive material and text, a statement of desired goals, and standards developed in accordance with the policies enunciated in RCW 90.58.020.

2. For the City of Spokane, the shoreline master program includes the:
 - a. Shoreline Goals and Policies (Comprehensive Plan Chapter 14),
 - b. Shoreline Regulations (chapter 17E.060 SMC),
 - c. City of Spokane Shoreline Restoration Plan (stand-alone document), and
 - d. Shoreline Inventory and Analysis (Comprehensive Plan Volume III).
- Y. Shoreline Mixed Use.
Combination of water-oriented and non-water oriented uses within the same structure or development area.
- Z. Shoreline Modifications.
Those actions that modify the physical configuration or qualities of the shoreline area, usually through the construction of a physical element such as a dike, breakwater, pier, weir, dredged basin, fill, bulkhead, or other shoreline structure. They can include other actions, such as clearing, grading, or application of chemicals.
- AA. Shoreline Protection.
 1. Structural and nonstructural methods to control flooding or address erosion impacts to property and dwellings or other structures caused by natural processes, such as current, flood, wind, or wave action.
 2. The terms “Shoreline protection measure” and this term have the same meaning.
 3. Substantial enlargement of an existing shoreline protection improvement is regarded as new shoreline protection measure.
- AB. Shoreline Recreational Development.
Recreational development includes commercial and public facilities designed and used to provide recreational opportunities to the public. Water-dependent, water-related and water-enjoyment recreational uses include river or stream swimming areas, boat launch ramps, fishing areas, boat or other watercraft rentals, and view platforms.
- AC. Shoreline Restoration.
 1. The re-establishment or upgrading of impaired ecological shoreline processes or functions. This may be accomplished through measures

including, but not limited to, re-vegetation, removal of intrusive shoreline structures and removal or treatment of toxic materials.

2. Restoration does not imply a requirement for returning the shoreline area to aboriginal or pre-European settlement conditions.

AD. Shoreline Stabilization.

Structural or non-structural modifications to the existing shoreline intended to reduce or prevent erosion of uplands or beaches. They are generally located parallel to the shoreline at or near the ordinary high-water mark. Other construction classified as shore defense works include groins, jetties, and breakwaters, which are intended to influence wave action, currents, and/or the natural transport of sediments along the shoreline.

AE. Shoreline Structure.

A permanent or temporary edifice or building, or any piece of work artificially built or composed of parts joined together in some definite manner, whether installed on, above, or below the surface of the ground or water, except for vessels.

AF. Shorelines Hearings Board (SHB).

The shorelines hearings board is a quasi-judicial body with powers of de novo review authorized by chapter 90.58 RCW to adjudicate or determine the following matters:

1. Appeals from any person aggrieved by the granting, denying, or rescinding of a permit issued or penalties incurred pursuant to chapter 90.58 RCW.
2. Appeals of department rules, regulations, or guidelines; and
3. Appeals from department decisions to approve, reject, or modify a proposed master program or program amendment of local governments which are not planning under RCW 36.70A.040.

AG. Short Plat – Final.

The final drawing of the short subdivision and dedication, prepared for filing for record with the Spokane county auditor and containing all elements and requirements set forth in this chapter and chapter 58.17 RCW.

AH. Short Plat – Preliminary.

1. A neat and approximate drawing of a proposed short subdivision showing the general layout of streets, alleys, lots, blocks, and other elements of a short subdivision required by this title and chapter 58.17 RCW.

2. The preliminary short plat shall be the basis for the approval or disapproval of the general layout of a short subdivision.
- AI. Short Subdivision.
A division or redivision of land into nine or fewer lots, tracts, parcels, or sites for the purpose of sale, lease, or transfer of ownership. (RCW 58.17.020(6)).
- AJ. Sign.
1. Materials placed or constructed or light projected, but not including any lawful display of merchandise, that:
 - a. Conveys a message or image, and
 - b. Is used to inform or attract the attention of the public
 2. Some examples of signs are materials or lights meeting the definition of the preceding sentence and which are commonly referred to as signs, placards, A-boards, posters, murals, diagrams, banners, flags, or projected slides, images, or holograms.
 3. The scope of the term sign does not depend on the content of the message or image conveyed.
- AK. Sign – Animated Sign.
A sign that uses movement, by either natural or mechanical means, to depict action to create a special effect or scene.
- AL. Sign – Electronic Message Center Sign.
An on-premises sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means including signs using a video display method.
- AM. Sign Face.
The portion of a sign which contains lettering, logo, trademark, or other graphic representations. (See SMC 17C.240.140, Sign Face Area.)
- AN. Sign – Flashing Sign.
1. A pattern of changing light illumination where the sign illumination alternates suddenly between fully illuminated and fully non-illuminated in a strobe-like fashion for the purpose of drawing attention to the sign.
 2. Time and temperature signs are excluded from this definition.

3. For the purpose of this title, electronic message centers consistent with the standards of SMC 17C.240.240(J) shall not be considered flashing signs.
- AO. Sign Maintenance.
Normal care needed to keep a sign functional, such as cleaning, painting, oiling, and changing of light bulbs.
- AP. Sign – Off-premises.
A sign relating, through its message and content, to a business activity, use, product, or service not available on the premises upon which the sign is erected.
- AQ. Sign Repair.
Fixing or replacement of broken or worn parts. Replacement includes comparable materials only. Repairs may be made with the sign in position or with the sign removed.
- AR. Sign Structure.
A structure specifically intended for supporting or containing a sign.
- AS. Significant Vegetation Removal.
The removal or alteration of trees, shrubs, and/or ground cover by clearing, grading, cutting, burning, chemical means, or other activity that causes significant ecological impacts to functions provided by such vegetation.
1. The removal of invasive or noxious weeds does not constitute significant vegetation removal.
 2. Tree pruning, not including tree topping, where it does not affect ecological functions, does not constitute significant vegetation removal.
- AT. Single-family Residential Building.
A dwelling containing only one dwelling unit.
- AU. Single-room Occupancy Housing (SRO).
A structure that provides living units that have separate sleeping areas and some combination of shared bath or toilet facilities.
1. The structure may or may not have separate or shared cooking facilities for the residents.
 2. SRO includes structures commonly called residential hotels and rooming houses.
- AV. Site.

Any parcel of land recognized by the Spokane County assessor's office for taxing purposes. A parcel may contain multiple lots.

AW. Site – Archaeological.

1. A place where a significant event or pattern of events occurred. It may be the:
 - a. Location of prehistoric or historic occupation or activities that may be marked by physical remains; or
 - b. Symbolic focus of a significant event or pattern of events that may not have been actively occupied.
2. A site may be the location of a ruined or now non-extant building or structure if the location itself possesses historic, cultural, or archaeological significance.

AX. Slump.

The intermittent movement (slip) of a mass of earth or rock along a curved plane.

AY. SMC.

The Spokane Municipal Code, as amended.

AZ. Soil.

The naturally occurring layers of mineral and organic matter deposits overlaying bedrock. It is the outer most layer of the Earth.

BA. Sound Contours.

A geographic interpolation of aviation noise contours as established by the 2010 Fairchild AFB Joint Land Use Study and placed on the official zoning map. When a property falls within more than one noise zone, the more restrictive noise zone requirements shall apply for the entire property.

BB. Sound Transmission Class (STC).

A single-number rating for describing sound transmission loss of a wall, partition, window or door.

BC. Special Drainage District (SDD).

An area associated with shallow groundwater, intermittent standing water, or steep slopes where infiltration of water and dispersion of water into the soils may be difficult or delayed, creating drainage or potential drainage problems. SDDs are designated in SMC 17D.060.130.

BD. Special Event Sign.

A temporary sign used to announce a circus, a carnival, festivals, or other similar events.

BE. Species of Concern.

Species native to Washington State listed as state endangered, state threatened, state sensitive, or state candidate, as well as species listed or proposed for listing by the U.S. Fish and Wildlife Service or the National Marine Fisheries Service.

BF. Specified Anatomical Areas.

They are human:

1. Genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola, when such areas are less than completely and opaquely covered;
2. Male genitals in a discernibly turgid state, even if completely and opaquely covered.

BG. Specified Sexual Activities.

Any of the following:

1. Human genitals in a state of sexual stimulation or arousal;
2. Acts of human masturbation, sexual intercourse, or sodomy; and
3. Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast.

BH. Spokane Regional Stormwater Manual (SRSM).

A technical document establishing standards for stormwater design and management to protect water quality, natural drainage systems, and down-gradient properties as urban development occurs.

BI. Spokane Register of Historic Places.

The register maintained by the historic preservation office, which includes historic landmarks and districts in the City and County.

BJ. Sports Field.

An open area or stadium in which scheduled sports events occur on a regular basis. Sports events include both competitive and noncompetitive events such as track and field activities, soccer, baseball, or football games.

BK. Stabilization.

The process of establishing an enduring soil cover of vegetation or mulch or other ground cover and may be in combination with installation of temporary or permanent structures.

- BL. Standard Plans.
Refers to the City of Spokane's standard plans.
- BM. Standard References.
Standard engineering and design references identified in SMC 17D.060.030.
- BN. State Candidate Species.
Fish and wildlife species that WDFW will review for possible listing as state endangered, threatened, or sensitive.
- BO. State Endangered Species.
Any wildlife species native to the State of Washington that is seriously threatened with extinction throughout all or a significant portion of its range within the state.
- BP. State Register.
The register maintained pursuant to chapter 195, Laws of 1977, 1st ex. sess., section 6 (chapter 27.34 RCW).
- BQ. State Sensitive Species.
Any wildlife species native to the State of Washington that is vulnerable or declining and is likely to become endangered or threatened throughout a significant portion of its range within the state without cooperative management or removal of threats.
- BR. State Threatened Species.
Any wildlife species native to the State of Washington that is likely to become an endangered species within the foreseeable future throughout a significant portion of its range within the state without cooperative management or removal of threats.
- BS. Stealth Facilities.
Any cellular telecommunications facility that is designed to blend into the surrounding environment. Examples of stealth facilities include:
1. Architecturally screened roof-mounted antennas;
 2. Building-mounted antennas painted to match the existing structure;
 3. Antennas integrated into architectural elements; and
 4. Antenna structures designed to look like light poles, trees, clock towers, bell steeples, or flag poles.
- BT. Stewardship.
Acting as supervisor or manager of the City and County's historic properties.

BU. Stormwater.

1. Any runoff flow occurring during or following any form of natural precipitation, and resulting from such precipitation, including snowmelt.
2. "Stormwater" further includes any locally accumulating ground or surface waters, even if not directly associated with natural precipitation events, where such waters contribute or have a potential to contribute to runoff onto the public right-of-way, public storm or sanitary sewers, or flooding or erosion on public or private property.

BV. Stormwater Management Program (SWMP).

A set of actions and activities designed to reduce the discharge of pollutants from the regulated MS4 to the maximum extent practicable and to protect water quality, and comprising the components listed in S5 or S6 of the Eastern Washington Phase II Municipal Permit (WAR04-6505) and any additional actions necessary to meet the requirements of applicable TMDLs.

BW. Story.

That portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except:

1. The topmost story is that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above;
2. That portion of a building between the eaves and the ridge, when over twenty feet in height, is considered a story;
3. That portion of a building below the eaves which exceeds fourteen feet in height is considered a story, each fourteen feet of height (or major part of fourteen feet) being an additional story; and
4. A basement or unused under-floor space is a story if the finished floor level directly above is either more than:
 - a. Six feet above grade for more than half of the total perimeter, or
 - b. Twelve feet above grade at any point.

BX. Stream.

A naturally occurring body of periodic or continuously flowing water where the:

1. Mean annual flow is greater than twenty cubic feet per second; and
2. Water is contained within a channel (WAC 173-22-030(8)).

BY. Street.
See "Public Way" (SMC 17A.020.160).

BZ. Street Classifications.

1. Arterial and local access streets are classified in section 4.5 of the comprehensive plan as follows:
 - a. Principal arterial.
 - b. Minor arterial.
 - c. Collector arterial.
 - d. Local access street.
 - e. Parkway.
2. Definitions of all of the above classifications are included herein. Private streets are not classified but are defined under SMC 17A.020.160, "P" Definitions.

CA. Street Frontage.
The lot line abutting a street.

CB. Strobe Light.
A lamp capable of producing an extremely short, brilliant burst of light.

CC. Structural Alteration.

1. Modification of a sign, sign structure, or awning that affects size, shape, height, or sign location.
2. Changes in structural materials; or
3. Replacement of electrical components with other than comparable materials.
4. The replacement of wood parts with metal parts, the replacement of incandescent bulbs with light emitting diodes (LED), or the addition of electronic elements to a non-electrified sign would all be structural alterations.
5. Structural alteration does not include ordinary maintenance or repair, repainting an existing sign surface, including changes of message or

image, exchanging painted and pasted or glued materials on painted wall signs, or exchanging display panels of a sign through release and closing of clips or other brackets.

CD. Structure.

Any object constructed in or on the ground, including a gas or liquid storage tank that is principally above ground.

1. Structure includes:

- a. Buildings,
- b. Decks,
- c. Fences,
- d. Towers,
- e. Flag poles,
- f. Signs, and
- g. Other similar objects.

2. Structure does not include paved areas or vegetative landscaping materials.

CE. Structure – Historic.

A work made up of interdependent and interrelated parts in a definite pattern of organization. Generally constructed by man, it is often an engineering project.

CF. Subdivision.

A division or redivision of land into ten or more lots, tracts, or parcels for the purpose of sale, lease, or transfer of ownership (RCW 58.17.020).

CG. Subject Property.

The site where an activity requiring a permit or approval under this code will occur.

CH. Sublevel Construction Controls.

Design and construction requirements provided in SMC 17F.100.090.

CI. Submerged Aquatic Beds.

Wildlife habitat area made up of those areas permanently under water, including the submerged beds of rivers and lakes and their aquatic plant life.

- CJ. Substantial Damage – Floodplain.
Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-existing condition would equal or exceed fifty percent of the assessed value of the structure before the damage occurred.
- CK. Substantial Development.
For the shoreline master program, shall mean any development of which the total cost or fair market value exceeds the dollar amount set forth in RCW 90.58 and WAC 173-26 for any improvement of property in the shorelines of the state.
- CL. Substantial Improvement – Floodplain.
1. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent of the assessed value of the structure either:
 - a. Before the improvement or repair is started, or
 - b. If the structure has been damaged and is being restored, before the damage occurred.
 2. For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.
 3. The term does not, however, include either any:
 - a. Project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
 - b. Alteration of a structure listed on the National Register of Historic or State Inventory of Historic Places.
- CM. Suffix.
Describes the roadway type and is located after the root roadway name (i.e., street, avenue, court, lane, way, etc.). The appropriate suffix shall be used in accordance with SMC 17D.050A.040(U)(020(C)).

Passed by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date