

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, JULY 10, 2017

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 BRIEFING CENTER
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 Council Briefing Center 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.) through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6363, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or jjackson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources 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 Briefing Center 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. | Value Blanket Orders for: | Approve
All | |
| | a. the purchase of Ballistic Body Armor from Galls LLC, DBA, Blumenthal Uniforms Co. (Spokane, WA) for the Police Department utilizing NASPO Contract #07115—\$105,000. | | OPR 2017-0459 |
| | Kevin King | | |
| | b. miscellaneous cleaning supplies, safety supplies and consumable products from Fastenal (Spokane, WA) for Fire Department facilities utilizing NIPA Contract #R142101—\$460,000. | | OPR 2017-0460 |
| | Brian Schaeffer | | |
| 2. | Memorandums of Understanding for the operation of transportation network company services in the City of Spokane with: | Approve
All | |
| | a. Lyft (San Francisco, CA)—\$25,000 revenue. | | OPR 2017-0461 |
| | b. Rasier (the company that operates Uber) (Seattle, WA)—\$20,000 revenue. | | OPR 2017-0462 |

Council President Stuckart

- | | | | |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|---------------------------------------------|
| 3. | Interlocal Agreement between the City and Spokane County regarding formation of a Public Development Authority for the West Plains/Airport Area. (Related to ORD C35522) | Approve | OPR 2017-0463 |
| | Council President Stuckart and Gavin Cooley | | |
| 4. | Addendum to Value Blanket Order with Linn Machine and Manufacturing, Inc. (Spokane Valley, WA) to refurbish additional metal refuse/recycling containers and roll off boxes—estimated additional expenditure \$100,000 (incl. tax). | Approve | OPR 2016-0649
BID 4254-16 |
| | Scott Windsor | | |
| 5. | Value Blanket Order Extension No. 1 with Linn Machine and Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse/recycling containers and roll off boxes from September 1, 2017 through August 31, 2018—estimated annual expenditure \$300,000 (incl. tax). | Approve | OPR 2016-0649
BID 4254-16 |
| | Scott Windsor | | |
| 6. | Contract Amendment/Extension with Trindera Engineering (Coeur d'Alene, ID) for electrical design, bid phase and construction support adding additional work from June 1, 2017 through April 1, 2019—\$22,017.50. Total Contract Amount: \$52,017.50. | Approve | OPR 2016-0674
ENG 2010087 |
| | Dan Buller | | |
| 7. | Low Bids of: | Approve
All | |
| | a. Cameron-Reilly, LLC (Spokane, WA) for Lincoln Gateway—\$199,999.99. An administrative reserve of \$20,000, which is 10% of the contract price, will be set aside. (Riverside Neighborhood) | | PRO 2017-0021
ENG 2016156 |
| | b. T. LaRiviere Equipment & Excavation, Inc., (Athol, Idaho) for Ridgeview and Regal-Bemiss-Shaw Pedestrian Safety—\$1,625,096.68. An administrative reserve of \$162,509.67, which is 10% of the contract price, will be set aside. (North Hill Nevada/Lidgerwood and Bemiss Neighborhood) | | PRO 2017-0022
ENG 2013160
ENG 2015116 |
| | c. Inland Asphalt Company (Spokane, WA) for 2017 Residential Grind & Overlay Projects—\$1,430,615. An administrative reserve of \$143,061.50, which is 10% of the contract price, will be set aside. (Various Neighborhoods) | | PRO 2017-0023
ENG 2017044 |

Dan Buller

- | | | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------|
| 8. | Contract Amendment No. 7 amending the current City and County Wastewater Management Agreement from July 1, 2017 through October 31, 2017—\$350,550.
Mike Coster | Approve | OPR 1981-1053 |
| 9. | Contract Extension with Loomis US for armored car services to accommodate 7 day/week pickup at the Waste to Energy Facility and 6 aquatic centers for the Parks Department from January 1, 2017 through December 31, 2018—\$15,900. Total Contract Amount: \$53,000
Kim Bustos | Approve | OPR 2017-0197 |
| 10. | Contract with WM Winkler Co. (Newman Lake, WA) for Off-Street Parking Lot Repair and Maintenance from July 1, 2017 through November 1, 2017—\$200,000.
Ed Lukas | Approve | OPR 2017-0464 |
| 11. | Interlocal Procurement Agreement with Central Pierce Fire & Rescue to allow the City and Central Pierce Fire & Rescue to piggyback on each other's properly competed bids/contracts.
Thea Prince | Approve | OPR 2017-0465 |
| 12. | Modifications of Promissory Note and HOME Program Loan Agreement with Inland Empire Residential Resources (Spokane, WA) to extend construction completion four months from June 2017 to October 2017 and increase loan amount—\$45,500. Total Loan Amount: \$325,500.
Melora Sharts | Approve | OPR 2016-0488 |
| 13. | Report of the Mayor of pending: | Approve &
Authorize
Payments | |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2017, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | CPR 2017-0002 |
| | b. Payroll claims of previously approved obligations through _____, 2017: \$_____. | | CPR 2017-0003 |
| 14. | City Council Meeting Minutes: _____, 2017. | Approve
All | CPR 2017-0013 |

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 Briefing Center)

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

Hotel Advisory Commission: One Re-appointment

Confirm CPR 2004-0017

Spokane Housing Authority Board: One Appointment

Confirm CPR 1981-0487

Plan Commission: Two Appointments

Confirm CPR 1981-0295

ADMINISTRATIVE REPORT

Update on the Riverfront Park Pavilion project.

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 at the meeting.

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35457 passed by the City Council November 28, 2016, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35517

Library Fund

FROM: Unappropriated Reserves, \$169,600;

TO: Various Accounts, same amount.

(This action appropriates additional funding for various ongoing Library needs.)

Andrew Chanse

ORD C35518

Parks Fund

FROM: Reserve for Budget Adjustment, \$7,479;

TO: Various Accounts, same amount.

(This action allows for implementation of quarterly classification and pay adjustments in accordance with approved union agreements and City policies, and as approved by management.)

Chris Cavanaugh

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2017-0056

Recognizing the attached *Chief Garry Park Neighborhood Action Plan* as a declaration of the neighborhood's desired future condition, providing direction for neighborhood based-improvement activities, as well as neighborhood priorities involving future projects.

Jo Anne Wright

- RES 2017-0057 Approving settlement of Donna M. Strickler, et vir. v. St. Andrews Court, LLC, et al., Superior Court Cause No. 2016-02-04390-3, arising out of an incident on or about June 23, 2015—\$70,000.

Sam Faggiano

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35519 Relating to climate change, global warming, and the City of Spokane's Sustainability Action Plan; re-naming Title 15; and enacting a new chapter 15.05 to the Spokane Municipal Code.
Council President Stuckart and Council Members Kinnear and Beggs
- ORD C35520 Relating to the building code; amending SMC sections 17F.050.010, 17F.050.090 and 17F.050.200.
Dean Giles
- ORD C35521 Amending Ordinance C-14765 vacating Rich Avenue, in the City of Spokane from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street.
Eldon Brown
- ORD C35522 Creating the West Plains/Airport Area Public Development Authority and approving its charter and bylaws. [Relates to Consent Agenda Item #3 (OPR 2017-0463)]
Council President Stuckart and Gavin Cooley

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for July 10, 2017
(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 at the meeting.

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

ADJOURNMENT

The July 10, 2017, Regular Legislative Session of the City Council is adjourned to July 17, 2017.

NOTES

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

07/10/2017

<u>Date Rec'd</u>	6/19/2017
<u>Clerk's File #</u>	OPR 2017-0459
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	KEVIN KING 509.625.4514
<u>Contact E-Mail</u>	KKING@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	0680-BALLISTIC BODY ARMOR CONTRACT

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)

Ballistic Body Armor is essential gear for police officers. Value blanket term is August 1, 2017 through July 31, 2018. 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.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 105,000.00	# 0680-11410-21250-53205-99999
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u> 6/19/17
<u>Division Director</u>	<u>Other</u>
<u>Finance</u>	<u>Distribution List</u>
<u>Legal</u>	spdfinance
<u>For the Mayor</u>	

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

Briefing Paper
City of Spokane-Public Safety Committee
Spokane Police Department
Blumenthal's Ballistic Body Armor Contract
June 19, 2017

Subject

Approve Value Blanket 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 NASPO 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.

The new term is August 1, 2017 through July 31, 2018.

Action

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

Funding

General fund

Contract Summary

Body Armor NASPO



Contract#: 07115 **Replaces:** 02711

NOTE: Renegade Armor has been purchased by Propper. Documentation was provided on 2/15/17 regarding the purchase. Vendor is suspended while review of purchase is approved by Lead State and NASPO. See letter in Pricing and Ordering. Contact Contract Administrator Melanie Williams with questions.

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 & Amendments](#)
- » [Contract Comments](#)
- » [Vendor and Contract Performance Feedback](#)
- » [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
SAFARILAND, LLC - W23137		N	N
SURVIVAL ARMOR, INC - W21063		N	N
US ARMOR CORP - W7356		N	N

[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](#)



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

07/10/2017

Date Rec'd

6/20/2017

Clerk's File #

OPR 2017-0460

Renews #

Submitting Dept

FIRE

Cross Ref #

Contact Name/Phone

BRIAN 625-7002

Project #

Contact E-Mail

BSCHAEFFER@SPOKANECITY.ORG

Bid #

NIPA CONTRACT

Agenda Item Type

Purchase w/o Contract

Requisition #

VB

Agenda Item Name

0440 - FIRE PURCHASE OF MRO SUPPLIES

Agenda Wording

Approve two (2) year Value Blanket Order with Fastenal (Spokane, WA) for miscellaneous cleaning supplies, consumable products for Fire facilities and safety supplies - \$460,000 including taxes. This is accessing NIPA Contract #R142101.

Summary (Background)

The Fire Department is requesting a two-year value blanket up to \$460,000 with an option to extend for an additional three years with Fastenal for the purchase of cleaning supplies and consumable products for SFD facilities. Also, included would be cleaning equipment (mops, brooms, buckets, floor squeegees) as well as a much smaller quantity of random safety/station equipment (step ladders, ear plugs etc.). Our current vendor is Grainger who has been providing us with a "keep stock" program in

Fiscal ImpactBudget Account

Expense \$ 460,000.00

various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

SCHAEFFER, BRIAN

Study SessionDivision Director

SCHAEFFER, BRIAN

Other

PSC 6/19/17

Finance

ORLOB, KIMBERLY

Distribution ListLegal

WHALEY, HUNT

tprince

For the Mayor

DUNIVANT, TIMOTHY

dstockdill

Additional Approvals

taxes & licenses

Purchasing

PRINCE, THEA



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

which they inventory and delivery supplies on a prearranged schedule. We have obtained better pricing with Fastenal using the National Intergovernmental Purchasing Alliance (NIPA). Fastenal is providing better than NIPA pricing on our most commonly used items. Additionally, the Fastenal delivery model is local and much more flexible than Grainger. Currently, the Waste to Energy Division has switched to Fastenal and the Water Department is in the process of converting as well.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

Briefing on Fire Department Items for Public Safety Committee Meeting

June 19, 2017

Upcoming Council Agenda Items

Value Blanket with Fastenal

The Fire Department is requesting a two-year value blanket up to \$460,000 with an option to extend for an additional three years with Fastenal for the purchase of cleaning supplies and consumable products for SFD facilities. Also, included would be cleaning equipment (mops, brooms, buckets, floor squeegees) as well as a much smaller quantity of random safety/station equipment (step ladders, ear plugs etc.). Our current vendor is Grainger who has been providing us with a “keep stock” program in which they inventory and delivery supplies on a prearranged schedule. We have obtained better pricing with Fastenal using the National Intergovernmental Purchasing Alliance (NIPA). Fastenal is providing better than NIPA pricing on our most commonly used items. Additionally, the Fastenal delivery model is local and much more flexible than Grainger. Currently, the Waste to Energy Division has switched to Fastenal and the Water Department is in the process of converting as well.

Informational Items

New State Fire Marshal

Mr. Charles LeBlanc has been appointed to serve as the new Washington State Fire Marshal. Mr. LeBlanc served as the Assistant State Fire Marshal before his appointment. Melissa Gannie has also been promoted to Assistant Fire Marshal. Both are exceptional leaders and we are looking forward to continuing to improve our relationship with the agency. The State Fire Marshal interfaces with the SFD in many areas such as: fire and life safety inspections in licensed care occupancies (nursing homes, boarding homes, group homes, hospitals, and childcare centers); license fireworks and the fire sprinkler industries, managing the State’s Fire Training Center in North Bend where we send our recruits for several days, and coordinating our resources during large fires and disasters through the State’s Fire Resource Mobilization Plan.

2017 Agreement to Guiding Principles with Labor

The SFD and Local 29 participated in a two-day grant-funded training program through the International Association of Firefighters (IAFF) and International Association of Fire Chiefs (IAFC). The program is designed to improve cooperative and collaborative relationships and help avoid critical labor management issues, disputes and arbitrations. The LMI builds a comprehensive labor-management foundation that will continue to evolve and improve as it gets exercised in the organization. Myself and President Randy Marler included our collective teams in the process with the intent of building a process and mutual understanding that will continue in the organization, regardless of leadership. A final output from the process is a Guiding Principles Doctrine that was signed by myself and Randy Marler to indicate our collective agreement and commitment to each other and the organization.



SPOKANE FIRE DEPARTMENT ADMINISTRATION & IAFF LOCAL 29 GUIDING PRINCIPLES

Spokane Fire Department's Labor and Management group adopt the following guiding principles developed during the initial Labor Management Alliance work session. We jointly believe that the following values are essential to our success:


- ***Trust***
- ***Mutual Respect***
- ***Integrity***
- ***Empathy***
- ***Transparency***
- ***Equality***

Both Labor and Management Agree:

1. That labor and management have a mutual goal of ensuring the well-being and safety of Fire Department personnel and providing high quality service to the public.
2. To maintain open and timely communication.
3. To work together to improve communications, enhance training, increase participative decision-making, and promote a labor-management relationship that is based on mutual trust, respect, and understanding.
4. To continuously enhance and improve partnerships by forming collaborative labor-management committees for the betterment of our members and the public that we serve.
5. To use collaborative methods of dispute resolution, recognizing that this process allows management and union leaders to identify problems and achieve solutions to better serve our members and the public.
6. To regularly affirm our commitment to these guiding principles.

Labor and Management agree to promote these principles to our respective members at all levels of our Organization.

Adopted on June 14, 2017


Brian Schaeffer, Chief


Randy Marler, President IAFF Local 29

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

07/10/2017

<u>Date Rec'd</u>	6/23/2017
<u>Clerk's File #</u>	OPR 2017-0461
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	BEN STUCKART 625-6257
<u>Contact E-Mail</u>	BSTUCKART@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0320 - MOU WITH LYFT FOR OPERATION OF TNC SERVICES IN THE CITY OF SPOKANE

Agenda Wording

Proposed memorandum of understanding (MOU) with Lyft to allow the operation of transportation network company (TNC) services in the City of Spokane.

Summary (Background)

This proposed MOU would allow the operation of TNC services in Spokane by Lyft for a two-year term, institutes a flat fee (as opposed to a "per ride" charge, clarifies public records act (PRA) processes, and increases fines for violation of the MOU.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Revenue \$ 25,000	# 0020-88100-99999-32161-30041
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	MCDANIEL, ADAM
<u>Division Director</u>	
<u>Finance</u>	ORLOB, KIMBERLY
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	DUNIVANT, TIMOTHY

<u>Study Session</u>	Finance Comm., 6-19-2017
<u>Other</u>	
<u>Distribution List</u>	
<u>Additional Approvals</u>	
<u>Purchasing</u>	



City of Spokane
Transportation Network Operating Agreement
by and between
Lyft, LLC and the City of Spokane

This Operating Agreement is entered into this _____ day of _____, 2017 between the **City of Spokane**, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City"), and **Lyft, Inc.**, a Delaware corporation, whose address is 185 Berry Street, Suite 5000, San Francisco, California 94107 ("Lyft"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, Lyft is a ride-sharing network using a digital platform ("Platform") to connect passengers to ridesharing operators using their personal vehicles for the purpose of transportation services - a Transportation Network Company ("TNC"); and

WHEREAS, Lyft and the City agree the City has authority to enter into this Agreement, as well as the authority to regulate TNCs in Spokane. Lyft and the City, respectively, reserve all rights in any enforcement or regulatory action which may arise in connection with this Agreement and in connection with the regulation of transportation network services; and

WHEREAS, the City has the statutory authority to regulate for-hire vehicles pursuant to Art. XI, Section 11 of the Washington State Constitution, as well as RCW 46.72.160.

-- NOW, THEREFORE,

The parties hereto agree as follows:

1. LYFT AND THE CITY AGREE AS FOLLOWS:

The City permits, during the term of this Agreement, Lyft to operate in the City of Spokane as a TNC, using the Platform; subject to the terms, conditions and restrictions set forth herein. This Agreement shall be effective on January 1, 2017 and shall expire upon the first to occur of the following: (1) the effective date of any amendment to chapter 10.34, Spokane Municipal Code (SMC), ("For-Hire Vehicles") which creates regulations on TNCs, or (2) on December 31, 2018. The City may terminate this Agreement, in its sole discretion, upon thirty (30) days' written notice to Lyft.

2. LYFT AGREES AS FOLLOWS:

- A. Lyft shall maintain a website that provides a customer service telephone number and email address.
- B. Lyft shall maintain an agent for service of process in Spokane, Washington.
- C. Lyft shall maintain accurate and up-to date records of all drivers (“Operators”) providing services through the Platform, and further shall allow the City during regular business hours to audit all records pertaining to up to five (5) Operators each quarter, which records shall be made available to the City within fifteen (15) business days of the City’s written request. Notwithstanding the foregoing, the City may request Lyft to produce records at any time to investigate a specific complaint about a Lyft Operator regarding compliance with this Operating Agreement, which such records shall not be unreasonably withheld by Lyft.
- D. Upon completion of a trip, Lyft shall transmit an electronic receipt to the passenger’s email address or mobile application documenting the origination and destination of the trip and a description of the total amount paid, if any.
- E. Lyft Operators shall only accept rides which are booked through the Platform, and shall neither solicit, nor accept street-hails.
- F. Lyft Operators may offer service for compensation, no-charge, or suggested compensation. Lyft shall disclose rates used to determine any compensation or suggested compensation on its app and/or website.
- G. The app used by Lyft to connect Operators and passengers must display for the passenger the name and photograph of the Operator, as well as the make, model and license plate number of the specific vehicle.
- H. Lyft shall establish a driver-training program designed to ensure that each Operator safely operates his or her vehicle prior to any driver being able to offer any such service.
- I. Lyft shall maintain a zero-tolerance policy on the use of drugs or alcohol for all Operators on the Platform; provide notice of such policy on its website and/or app, as well as the procedures to report a complaint about an Operator with whom the passenger was matched, and for whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride, and shall immediately suspend said Operator upon receipt of a passenger complaint alleging a violation of the zero-tolerance policy. The suspension shall last for at least the duration of the investigation.

- J. Prior to permitting a person to act as an Operator on its Digital Network, and annually thereafter, Lyft shall obtain and review a criminal history background check/report for such person. The criminal background check shall be a national criminal background check, including without limitation: the national sex offender database. Any person who has been convicted, within the past seven (7) years, of driving under the influence of drugs or alcohol, fraud, use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, or who has been convicted at any time for sexual offenses, acts of violence, or acts of terror shall not be permitted to be a Lyft operator. Lyft will maintain electronic records of such criminal background checks for a period of two (2) years, and shall provide such records for up to five (5) Operators each quarter, within fifteen (15) business days of a written request by the City. Notwithstanding the foregoing, the City may request Lyft to produce records at any time to investigate a specific complaint about a Lyft Operator regarding compliance with this Operating Agreement, which such subject records Lyft shall not unreasonably withhold.
- K. Prior to permitting a person to act as an Operator on its network, and annually thereafter, Lyft shall obtain and review a driving history research report for such person. Any person with: (i) more than three (3) moving violations in the three (3) year period prior to such check, or (ii) a major violation in the three (3) year period prior to such check (including, but not limited to: attempting to evade the police, reckless driving, or driving on a suspended or revoked license) shall not be permitted to be a Lyft Operator on the Lyft Platform. Lyft will maintain electronic records of such driving history research reports for a period of two (2) years and shall provide such records for up to five (5) Operators each quarter to the City upon written request by the City within fifteen (15) business days of such request. Notwithstanding the foregoing, the City may request Lyft to produce records at any time to investigate a specific complaint about a Lyft Operator regarding compliance with this Operating Agreement, which records shall not be unreasonably withheld.
- L. Lyft shall maintain automobile liability ("Auto") Insurance covering all vehicles operated by Lyft Operators within the City of Spokane, and having a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence for bodily injury, and property damage for accidents involving a vehicle while a Lyft Operator is in transit to a ride requestor or during a trip requested through Lyft's Digital Platform, until the last requesting passenger exits the vehicle. Within fifteen (15) days of the effective date of this Agreement, Lyft shall provide evidence to the City that each Lyft vehicle operated by a Lyft Operator in connection with Lyft's digital platform within the City is covered by Auto Insurance. Within fifteen (15) days of the effective date of this Agreement, Lyft shall provide to the City a Certificate Of Insurance (COI) for such policy, naming Lyft as the insured and an endorsement covering the City as an Additional Insured via blanket endorsement. The Auto Insurance shall not be canceled, nor

have coverage reduced during the term of this Agreement. Cancellation or reduction of coverage during the term of this Agreement is a material breach of this Agreement.

- L. There shall be no cancellation, reduction of limits or intent not to renew the Insurance coverage(s) without thirty (30) days written notice from Lyft or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, Lyft shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" via blanket endorsement specifically for Lyft's services under this Agreement, as well as all parties who are Additional Insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Lyft shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

M. Lyft Operators shall:

- (1) Possess a valid driver's license, possess current proof of registration, maintain current Automobile Insurance, and be at least twenty-one (21) years of age; and
- (2) Provide proof of both the Lyft Operator's personal insurance and Auto Insurance in the case of an accident.

N. Lyft Vehicles may be street-legal coupes, sedans, or light-duty vehicles, including without limitation: vans, minivans, sport utility vehicles (SUVs), hatchbacks, convertibles and pickup trucks.

O. All vehicles shall have a safety inspection conducted annually by Lyft or a third (3rd) party before used to provide service. Such inspection shall include, at a minimum, the following:

- (1) Foot brakes;
- (2) Parking brakes;
- (3) Steering mechanism;
- (4) Windshield;
- (5) Rear window and other glass;
- (6) Windshield wipers;
- (7) Headlights;
- (8) Tail lights;
- (9) Turn indicator lights;
- (10) Stop lights;
- (11) Front seat adjustment mechanism;
- (12) Doors (open, close, lock);

- (13) Horn;
- (14) Speedometer;
- (15) Bumpers;
- (16) Muffler and exhaust system;
- (17) Condition of tires, including tread depth;
- (18) Interior and exterior rear view mirrors; and
- (19) Safety belts for driver and passenger(s).

Lyft shall provide to the City, upon written request by the City, all reports of annual safety inspections of any Lyft vehicles used within the City of Spokane within fifteen (15) business days of such request.

19. Lyft Operators shall not use any marked taxicab zones.

20. Lyft shall pay to the City, in quarterly installments, a fee of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** to cover any administrative and regulatory costs associated with the Lyft Platform and the City's administration and enforcement of this Agreement during the term of this Agreement as stated in paragraph 1 herein.

21. The operation of Lyft vehicles at the Spokane International Airport ("SIA") shall be governed by an Agreement between Lyft and the SIA Board. In event of any conflict between an operations agreement between Lyft and the SIA Board and this Agreement, this City Agreement shall control.

22. Lyft shall provide the City with information about its complaint process, and how allegations of its zero tolerance policy are handled, and further shall provide the City any updates to the complaint process, as those updates become effective from time to time.

23. NOT AN EMPLOYEE.

This Agreement does not intend Lyft to act as a City employee. The City has neither direct, nor immediate control over Lyft, nor the right to control the manner or means by which Lyft works. Neither Lyft nor any Lyft employee shall be an employee of the City. This Agreement prohibits Lyft to act as an agent or legal representative of the City. Lyft 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 nor 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. Lyft shall solely be responsible for paying all income and any other taxes, or fees as due.

24. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement by the City shall belong to the City. All records submitted

by the City to Lyft shall be safeguarded by Lyft.

25. PUBLIC RECORDS REQUESTS.

Public Records Requests (PRR) are subject to the provisions of Washington's Public Records Act (PRA), as well as statutorily guided by RCW Chapter 42.56.

26. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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. Lyft agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

27. THE CITY AGREES TO THE FOLLOWING:

- A. At all times during the term of this Agreement, the City will not apply chapter 10.34, SMC to Lyft and Lyft Operators, unless such enforcement stems solely and directly from violation of any provisions within this Agreement. Lyft and Lyft operators are subject to, and shall comply with all provisions of Chapter 16A.61, SMC (rules of the road).
- B. Failure to adhere to the requirements of this Agreement by Lyft or a Lyft operator may result in the imposition of a fine of five hundred and no/100 dollars (\$500.00) per violation (including one hundred and no/100 (\$100.00) per day for continuing violations) by the City, or termination of this Agreement; at the City's sole discretion. Lyft Operators, who are independent contractors, are solely responsible for citations issued to them in their individual capacities. Lyft disclaims responsibility for individual Lyft Operator citations. If Lyft or a Lyft Operator does not agree with the City's determination of a violation of this Agreement, an appeal may be filed with the City Administrator, the decision of whom shall be final.
- C. Any information that Lyft makes available to the City pursuant to this Agreement that Lyft designates in writing as "confidential" is deemed to be confidential information of Lyft ("Lyft's Confidential Information"). The City agrees not to disclose Lyft's Confidential Information to any third party, without Lyft's express written permission, unless required to do so by applicable law or a court order, including without limitation: the Washington Public Records Act (PRA), or RCW

Chapter 42.56. If a valid Public Records Request or other formal request is made to the City for Lyft's Confidential Information, the City shall provide written notice to Lyft prior to disclosure, and in turn provide Lyft with an opportunity to contest such disclosure

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Assistant City Attorney

DATED: _____

LYFT, LLC

By: _____

Title: _____

17-460a

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

07/10/2017

Date Rec'd

6/23/2017

Clerk's File #

OPR 2017-0462

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 625-6258

Project #Contact E-Mail

BSTUCKART@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item Name

0320 - MOU WITH RASIER (UBER) FOR TNC OPERATIONS

Agenda Wording

Proposed memorandum of understanding with Rasier (the company that operates Uber) for operation of transportation network company (TNC) services in the City of Spokane.

Summary (Background)

This proposed MOU will allow Uber to operate in Spokane for an additional two years, upon payment of flat annual fee, clarifies public records act (PRA) applicability, and increases fines for violation of the MOU's terms.

Fiscal ImpactBudget Account

Revenue \$ 20,000

0020-88100-99999-32161-30042

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Finance Comm, 6-19-2017

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasing



City of Spokane

**Transportation Network Operating Agreement
by and between
Rasier, LLC and the City of Spokane**

This Operating Agreement is entered into this _____ day of _____, 2017 between the **City of Spokane**, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201 ("City"), and **Rasier, LLC**, whose address is 1455 Market Street, Fourth Floor, San Francisco, California 94103 ("Rasier").

WHEREAS, Rasier is a Transportation Network Company ("TNC") providing a digital network ("Digital Network") which connects passengers to TNC operators, using personal vehicles to provide transportation services; and

WHEREAS, Rasier and the City agree to the principles set forth below with respect to the Digital Network. The parties agree that Rasier's acceptance of these principles acknowledges, solely for purposes of this Agreement, that the City has the authority to enter into this Agreement, and further the authority to regulate TNCs. Rasier and the City, respectively, reserve all rights, including the right to contest the applicability of any laws or rules, in any enforcement or regulatory action which may arise in connection with this Agreement, and in connection with the regulation of Transportation Network Services. Rasier does not waive its right to propose or support different principles, terms or conditions, or raise any defense in any other local, state, or federal regulatory, or legal proceeding; including municipal-level proceedings; and

WHEREAS, the City has the statutory authority to regulate for-hire vehicles pursuant to Art. XI, Section 11 of the Washington State Constitution, and additionally within the purview of RCW 46.72.160.

-- NOW, THEREFORE,

RASIER AND THE CITY AGREE AS FOLLOWS:

The City permits, during the term of this Agreement, Rasier to operate in the City of Spokane as a TNC, using the Digital Network; subject to the conditions and restrictions

set forth herein. This Agreement shall expire on May 31, 2019, or upon the effective date of any amendment to the Spokane Municipal Code (SMC), which imposes regulations on the operation of TNCs in the City, whichever occurs first. The City may terminate this Agreement upon thirty (30) days' written notice to Rasier.

RASIER AGREES AS FOLLOWS:

1. Rasier shall maintain a website that provides customer service contact information, including an email address.
2. Rasier shall maintain an agent for service of process in Spokane, Washington.
3. Rasier shall maintain accurate and up-to date records of all operators providing TNC services through the Digital Network.
4. Upon completion of a trip, Rasier shall transmit, on behalf of the operator, an electronic receipt to the passenger's email address, or mobile application documenting the origination and destination of the trip, and a description of the total amount paid, if any.
5. Rasier's TNC operators shall only accept ride requests booked through the Digital Network, and shall neither solicit nor accept street-hails.
6. Rasier's TNC operators may offer service for compensation, no-charge, or suggested compensation. Rasier shall disclose rates used to determine any compensation or suggested compensation on its app and/or website.
7. The app used by Rasier to connect operators and passengers must display for the passenger: the name and photograph of the operator, as well as the make, model and license plate number of the subject TNC vehicle.
8. Rasier shall establish a driver-training program designed to ensure that each driver safely operates his or her vehicle prior to any driver offering any TNC service.
9. Rasier shall maintain a zero-tolerance policy on the use of drugs, or alcohol for all drivers on the Digital Network; provide notice of such policy on its website and/or app, as well as the procedures to report a complaint about a driver with whom the passenger was matched and whom the passenger reasonably suspects was under the influence of drugs, or alcohol during the course of the ride. Rasier shall immediately suspend a driver upon receipt of a passenger complaint alleging a violation of the zero-tolerance policy, and conduct an

investigation of the reported incident. The suspension shall last for at least the duration of the investigation.

10. Prior to permitting a person to act as an operator on its Digital Network, and annually thereafter, Rasier shall obtain and review a criminal history background report/check for such person. The criminal background check shall be a local, state and national criminal background check, including without limitation: the public national sex offender database. Any person who is registered as a sex offender, or who has been convicted, within the past seven (7) years, of driving under the influence of drugs or alcohol, or of crimes involving felony fraud, sexual offenses, use of a motor vehicle to commit a felony, acts of violence, or acts of terror shall not be permitted to be a Rasier TNC operator. Rasier will maintain electronic records of such criminal background checks for a period of two (2) years after the conclusion of the term of this Agreement, including early termination of this Agreement under the provisions.
11. Prior to permitting a person to act as a driver on its Digital Network, and annually thereafter, Rasier shall obtain and review a driving history research report for such person. Any person with: (i) more than three (3) moving violations in the three (3) year period prior to such check, or (ii) a major violation in the three (3) year period prior to such check (including, but not limited to: attempting to evade the police, reckless driving, or driving on a suspended or revoked license) shall not be permitted to be a Rasier TNC operator. Rasier will maintain electronic records of such driving history research reports for a period of two (2) years after the conclusion of the term of this Agreement, including early termination of this Agreement under the provisions.
12. Rasier shall maintain Automobile Liability ("Auto") insurance covering all TNC vehicles operated by Rasier's TNC operators within the City of Spokane, and having a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage for accidents involving a vehicle while a Rasier TNC operator is in transit to a ride requestor, or during a trip requested through Rasier's Digital Network until the last requesting passenger exits the vehicle. Rasier will be entitled to maintain Auto Insurance on a blanket basis for all insured TNC vehicles. Within ten (10) days of the effective date of this Agreement, Rasier shall provide evidence to the City that each TNC vehicle operated by a Rasier TNC operator in connection with Rasier's Digital Network within the City has Auto insurance. Within ten (10) days of the effective date of this Agreement, Rasier shall provide to the City a Certificate of Insurance (COI) for such policy, naming Rasier as the insured and an additional endorsement exhibiting covering for the City as an Additional Insured. The Auto Insurance shall not be canceled, materially modified, or have coverage reduced

during the term of this Agreement. Cancellation, material modification, or reduction of any Insurance coverage(s) during the term of this Agreement is a material breach of this Agreement.

A. There shall be no cancellation, material change, reduction of limits or intent not to renew the Insurance coverage(s) under this Agreement without sixty (60) days written notice from Raiser, or its insurer(s) to the City. As evidence of the Insurance coverage(s) required by this Agreement, Raiser shall furnish acceptable Certificates Of Insurance (COI) to the City at the time that Raiser returns this signed Agreement. The COI shall specify the City of Spokane as "Additional Insured" specifically for Raiser's services under this Agreement, as well as all additional parties who are Additional Insureds, and shall include applicable policy endorsements, the sixty (60) day cancellation clause, and the deduction or retention level. Raiser shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

13. Raiser's TNC Operators shall:

- (1) Possess a valid driver's license, current proof of registration, maintain current Auto Insurance, and be at least twenty-one (21) years of age; and
- (2) Provide proof of both the Raiser TNC operator's personal insurance and Auto Insurance in the case of an accident; provided that the operator shall have twenty-four (24) hours to provide proof of TNC insurance.

14. TNC vehicles may be street-legal coupes, sedans, or light-duty vehicles, including without limitation; vans, minivans, sport utility vehicles (SUVs), hatchbacks, convertibles and pickup trucks.

15. All TNC vehicles shall have a safety inspection conducted annually by Raiser or a third (3rd) party before use to provide TNC service(s). Such inspection shall include, at a minimum, the following:

- (1) Foot brakes;
- (2) Parking brakes;
- (3) Steering mechanism;
- (4) Windshield;
- (5) Rear window and other glass;
- (6) Windshield wipers;
- (7) Headlights;
- (8) Tail lights;
- (9) Turn indicator lights;

- (10) Stop lights;
- (11) Front seat adjustment mechanism;
- (12) Doors (open, close, lock);
- (13) Horn;
- (14) Speedometer;
- (15) Bumpers;
- (16) Muffler and exhaust system;
- (17) Condition of tires, including tread depth;
- (18) Interior and exterior rear view mirrors; and
- (19) Safety belts for driver and passenger(s).

16. Rasier's TNC operators shall not use any marked taxicab zones.

17. Rasier shall pay to the City, upon execution of this Agreement, a fee of twenty thousand dollars (\$20,000.00) to cover any administrative and regulatory costs associated with the City's administration and enforcement of this Agreement.

18. The operation of TNC vehicles at the Spokane International Airport ("SIA") shall be governed by an Agreement between Rasier and the SIA Board. In event of any conflict between an operations agreement between Rasier, and the SIA Board, and this Agreement, this Agreement shall control.

19. Rasier shall implement and comply with a complaint process as follows:

- a. Complaints from the public concerning activities of Rasier's TNC operators are to be made directly to Rasier.
- b. Within ten (10) calendar days of receiving a complaint, Rasier will report to the City both (1) the nature of the complaint (such as driver demeanor, allegation of traffic regulation violation, lost and found issue, etc), and (2) the steps Rasier has taken or will take to resolve the complaint, if any.
- c. Rasier will notify the City within fifteen (15) calendar days of resolving a complaint that the complaint has been satisfactorily resolved and the nature of the resolution or that Rasier has determined that no resolution is required for the complaint (e.g., if the complaint is determined to lack merit).
- d. Rasier's failure to resolve a complaint which requires resolution in a reasonably expeditious manner is a material breach of this Agreement. The City may impose a fine of up to five hundred and no/100 dollars (\$500.00) for each violation of this Section 19, if Rasier does not undertake reasonable efforts to resolve such a complaint within thirty (30) days of receipt.

20. Rasier is an independent consultant. This Agreement does not intend Rasier to act as a City employee. The City has neither direct nor immediate control over Rasier, nor the right to control the manner or means by which Rasier works. Neither Rasier nor any Rasier employee shall be an employee of the City. This Agreement prohibits Rasier to act as an agent, or legal representative of the City. Rasier 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, nor 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.

21. For the sole purpose of verifying that Rasier is in compliance with the requirements of this Agreement, the City may conduct, no more than two times per year, an audit of the records that Rasier is required to maintain under this Agreement. The City shall have the right to audit a sample of records for up to twenty (20) operators chosen at random from an anonymized list of the operators affiliated with Rasier that have operated in the City in the thirty (30) days preceding the audit. The review of Rasier's records will take place at a mutually agreed location in the City. Any record furnished to the City may exclude information that would tend to identify specific operators or passengers. Notwithstanding the foregoing, the City may require Raiser to produce records directly related to an active investigation of a complaint or a specific allegation of a violation of this Agreement. Any records reviewed by the City, or any other party authorized to view such records, under this Agreement are designated confidential.

22. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION. 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. Raiser agrees to comply with, and to require that all operators comply with all applicable federal, state and local nondiscrimination laws.

THE CITY AGREES TO THE FOLLOWING:

1. At all times during the term of this Agreement, the City will not apply chapter 10.34, SMC to Rasier or Rasier's TNC operators, unless such enforcement stems solely and directly from violation of any of the provisions of this Agreement. Rasier and Rasier's TNC operators are subject to, and shall comply with all provisions of Chapter 16A.61, SMC (rules of the road).

2. Failure to adhere to the requirements of this Agreement by Rasier, or a Rasier TNC operator may result in the imposition of a fine of five hundred and no/100 dollars (\$500.00) per violation (including fifty and no/100 dollars (\$50.00) per day for continuing violations) by the City, or termination of this Agreement, at the City's sole discretion.
3. If a valid public records request is made to the City for documents designated by Rasier as "confidential" or "proprietary", the City will not disclose the requested documents without the written consent of Rasier, unless required to do so by law. If the City is required by law to disclose confidential documents provided by Rasier under this Agreement, the City will promptly provide Rasier with written notice of the request and will allow Rasier a reasonable time to seek legal relief prior to disclosure.

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

Assistant City Attorney

DATED: _____

RASIER, LLC

By: _____

Title: _____

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

07/10/2017

Date Rec'd

6/13/2017

Clerk's File #

OPR 2017-0463

Renews #Submitting Dept

FINANCE & ADMIN

Cross Ref #Contact Name/PhoneBEN 625-6586
STUCKART/GAVIN
COOLEYProject #Contact E-Mail

GCOOLEY@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #Agenda Item NameINTERLOCAL AGMNT FOR THE WEST PLAINS/AIRPORT PUBLIC DEVELOPMENT
AUTHORITYAgenda Wording

An interlocal agreement between the City of Spokane and Spokane County regarding formation of a Public Development Authority for the West Plains/Airport Area.

Summary (Background)

The City and the County desire to enter into this interlocal agreement for the purpose of aligning resources and services to facilitate development and operation of the West/Plains Airport Area Public Development Authority consistent with the Airport Layout Plan, Aerospace Supply Chain Study and other economic development initiatives.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BUSTOS, KIM

Study Session

Study Session

Division Director

DUNIVANT, TIMOTHY

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

SCHOEDEL, ELIZABETH

rromero@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

gcooley@spokanecity.org

Additional Approvals

eschoedel@spokanecity.org

Purchasing

ggemmill@spokanecounty.org

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE
COUNTY REGARDING FORMATION OF A PUBLIC DEVELOPMENT AUTHORITY
FOR THE WEST PLAINS/AIRPORT AREA**

THIS AGREEMENT is between the **City of Spokane**, a Washington State municipal corporation, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as “CITY” and **Spokane County**, a political subdivision of the State of Washington, having offices for the transaction of business at 1116 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as “COUNTY,” and jointly hereinafter referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County, Washington, has the care of county property and the management of county funds and business; and

WHEREAS, the City of Spokane is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, pursuant to chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may jointly cooperate between each other to perform functions which each may individually perform; and

WHEREAS, RCW 39.34.030 (3) authorizes two or more public agencies to create any separate legal or administrative agency with specific powers delegated thereto; and

WHEREAS, the Parties jointly operate Spokane International Airport (“SIA” or “Airport”) and Spokane International Airport Business Park, under and pursuant to the Constitution and Laws of the State of Washington, including chapter 14.08 RCW, RCW 14.08.200, and that certain Joint Resolution and Operating Agreement of the County and City dated August 28, 1990, as amended (“Interlocal Agreement”); and

WHEREAS, the Spokane Airport Board approved Resolution No. 07-15, which recommended the City and County form a PDA consistent with 35.21. 730 -755 and RCW 35.21.757 on December 17, 2015; and

WHEREAS, the Parties desire to enter into this interlocal agreement for the purpose of aligning resources and services to facilitate development and operation of the West Plains/Airport Area Public Development Authority consistent with the Airport Layout Plan, Aerospace Supply Chain Study, and other economic development initiatives of all Parties.

NOW, THEREFORE, the Parties hereby agree and covenant as follows:

Section 1: PURPOSE

The purpose of this Agreement is to set forth the Parties' understanding of the terms and conditions under which the Parties shall facilitate economic development of the Spokane International Airport/West Plains property through the creation of the West Plains/Airport Area Public Development Authority (PDA).

The purpose of the PDA is to provide a legal entity organized under 35.21. 730 - 755 and RCW 35.21.757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects consistent with the Airport Layout Plan, Aerospace Supply Chain Study, and other economic development initiatives of the Parties ("the Projects") within the Geographic Boundaries, as defined herein, located in the City of Spokane and Spokane County in order to assist both the City of Spokane and Spokane County in their ability to improve the economic conditions in and around the City and County of Spokane consistent with RCW 36.01.085 and RCW 35.21.703. To the extent appropriate and consistent with the needs and objectives of the City and County, the PDA will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and management of the Projects.

Section 2: DEFINITIONS

"Administrative Board" or "Board" means the Board developed pursuant to this Agreement and any subsequent legal entity, such as a PDA.

"Agreement" means this Interlocal Agreement between the City of Spokane and Spokane County.

"Bonds" mean, collectively, bonds, notes, or other evidences of borrowing issued by the PDA to provide interim and permanent financing for the PDA to finance or refinance equipment, completion, expansion and other capital improvements essential to maintain the PDA.

“City” means City of Spokane, a political subdivision of the State of Washington.

“Costs of Maintenance and Operations” means all reasonable expenses incurred by the Administrative Board or Board in developing and maintaining the Spokane International Airport/West Plains Property.

“County” means Spokane County, a political subdivision of the State of Washington.

“Designated Representative” means the Mayor or Chief Executive Officer, of each Party, or his or her designee.

“Geographic Boundaries” or “PDA Boundaries” means the area and those geographic boundaries depicted in the attached Map, Attachment “A”, which may be amended or revised from time to time by the legislative bodies of the City and County.

“PDA” means the West Plains/Airport Area Public Development Authority created to manage the West Plains/Spokane Airport property as defined in Geographic Boundaries.

“Revenue” means any incremental increases in tax revenue from properties or conducting of business originating from the location of the properties within the PDA Boundaries which shall be calculated and shared based on the terms within this Agreement and any subsequent PDA.

“Spokane Airport Board” means the Spokane Airport Board created pursuant to City of Spokane Number OPR 1986-0318 and Spokane County Number RES 1990-0082.

Section 3: BUSINESS TERMS OF THE PARTIES

The Parties have reached agreement on the following business terms in establishing a PDA for the West Plains Area:

- (1) Geographic Boundaries of the PDA: The area and geographic boundaries as defined above and depicted in the map attached as Attachment “A”.
- (2) Revenue Sharing between City and County: Both the City and County shall share and pay to the PDA, 75% of all incremental increases in tax revenues

within the Geographic Boundaries of the PDA. The methodology for calculating and distributing the revenue sharing is outlined in Attachment "B".

City and County will commit and include the following tax revenue sources for their respective entities:

- a. Property (Real and Personal) Tax Revenue:
 - i. City of Spokane Regular Levy within PDA – Incremental increase.
 - ii. Spokane County Regular Levy within PDA – incremental increase.
 - iii. Spokane County Road Levy within PDA – incremental increase. Provided, however, this revenue can be spent by the PDA only for those purposes as authorized under chapter 36.82 RCW and/or 36.33.220.
 - b. Sales Tax Revenue:
 - i. City of Spokane incremental Sales Tax increase within the PDA.
 - ii. Spokane County incremental Sales Tax increase within PDA.
 - c. Utility Tax Revenue:
 - i. City of Spokane incremental Private Utility Tax within PDA.
 - ii. Spokane County incremental Private Utility Tax increase within PDA (when levied).
 - d. Leasehold Excise Tax:
 - i. City of Spokane share of incremental Leasehold Excise Tax within PDA.
 - ii. Spokane County share of incremental Leasehold Excise Tax within PDA.
- (3) Debt: City and County agree, to the extent allowed by law, to jointly back any outstanding debt when a guarantee is required. Either Party shall have the right to veto any debt proposal where either Party would be responsible for issuance or repayment of any debt. The Parties recognize that City Charter provisions may prohibit it from providing a guarantee without a vote of its constituents. The Parties agree in instances where a guarantee may require a vote of the City's constituents to consider other mechanisms to satisfy the City's obligation to guarantee any outstanding debt.
- (4) Stand Down on Annexation: For the duration of this Agreement, the City agrees to not initiate and pursue further annexation of property located within the Geographic Boundaries of the PDA.
- (5) GFC Waiver: All General Facilities Charges (GFC) shall be waived for development of properties which are located within the Geographic Boundaries of the PDA.

- (6) Business License Fees: All non-regulatory business license fees shall be waived for businesses located within the Geographic Boundaries of the PDA.
- (7) Water/Sewer Service Charges: Consistent with OPR 1986-0318 and for those areas where the City is the water or sewer utility service provider, utility service shall be provided to users located within the Geographic Boundaries of the PDA at in-City rates. All current rules and regulations for in-City customers, or as hereby amended, as determined by the Spokane City Utilities Division shall apply to all services within the Geographic Boundaries and within the City's designated service area.
- (8) Development Incentives: All available development incentives and tools shall be available for the Projects, to include the City's incentive matrix and any applicable County incentives.
- (9) Airport Layout Plan: The Parties shall work with the Airport to formally amend the Airport Layout Plan to define surplus and non-aeronautical property that may be developed by or in conjunction with the PDA.
- (10) Airport Land: The Parties shall work with the Airport to pursue Federal Aviation Administration ("FAA") release of surplus land for purposes of advancing PDA objectives. Specific details regarding the property use will be defined through future development agreements and in accordance with applicable law.
- (11) Governance: Governance of the PDA shall be as described in Section 5 of this Agreement.
- (12) Initial Funding for PDA Operating Expenses: Initial funding for PDA executive director or consultant shall be as described in Section 7 of this Agreement.

Section 4: TERM

Termination of this Agreement may be: (1) by mutual agreement of the Parties; or (2) by formation of a Special Purpose District that assumes all duties and obligations of the PDA; or (3) by formation of a Port District as provided by Title 53 RCW that assumes all duties and obligations of the PDA; or (4) after a period of twenty (20) years, by either party,

effective at the end of any calendar year, serving written notice on the other party at least eighteen (18) months prior to the end of any calendar year.

Notwithstanding any of the other rights, duties or obligations of any Party under this Agreement, withdrawal or termination of any Party from this Agreement shall not occur until all Bonds issued by the PDA or obligations to pay debt service, as provided herein, are paid in full.

Section 5: GOVERNANCE/ADMINISTRATIVE BOARD

(1) Formation. An Administrative Board composed of the following positions shall govern the PDA:

a. Permanent Board Members:

- i. One City Airport Board designated representative selected by the City,
- ii. One County Airport Board designated representative selected by the County,
- iii. One County Executive,
- iv. One Airport CEO,
- v. The City of Spokane City Administrator, and

b. At-large Business Representative:

- i. Two at-large business representatives who will be selected by the 5 permanent Board Members as described in the above subparagraphs i-v).
- ii. The at-large business representatives will serve 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.

(2) Allocation of Votes. Each Board Member shall have an equal vote and vote in all Board decisions.

(3) Voting Requirements. Votes regarding (a) debt; (b) approval of the Budget; (c) employment of the PDA executive director or consultant; (d) cost allocations made prior to issuance of Bonds; and (e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the PDA and not otherwise subject to the Interlocal Agreement shall require an affirmative vote of a majority of the Permanent Members.

- (4) Executive Director/Consultant. The Administrative Board may hire an Executive Director or Consultant to carry out the business affairs of the PDA.
- (5) Officers of the Administrative Board. Members of the Administrative Board shall select a Chair from its members, together with such other officers as a majority of the Administrative Board may determine.
- (6) Meetings of the Administrative Board. There shall be a minimum of two meetings each year and not less than fifteen (15) days' notice shall be given to all members prior to any such meeting. A majority of the Administrative Board members must be present to comprise a quorum and for the Administrative Board to transact any business.
- (7) Bylaws. The Administrative Board shall authorize to establish bylaws that govern procedures of the Board and the PDA's general operations.
- (8) Budget, Policies and Operations. The Executive Director or Consultant shall distribute a proposed Budget to the Administrative Board on or before August 1st of each year.

Section 6: COMPENSATION

There shall be no direct compensation to or from either party, except as provided for herein or as otherwise agreed in writing.

Section 7: INITIAL FUNDING FOR PDA OPERATING EXPENSES/BUDGET

For the first three (3) years, the County, City and Airport shall each provide \$60,000 per year as preliminary funding for operation of the PDA. This amount will be used to fund the staff and other operating expenses of the PDA. The Parties acknowledge the Airport is legally obligated to use Airport revenue exclusively for Airport-related purposes. Accordingly, the Parties intend for, and it is the Airports understanding, that funds paid by the Airport under this Section 7 shall be used for expenses that are related to the Airport or Airport properties.

Section 8: RELATIONSHIP OF THE PARTIES

No agent, employee, servant or representative of the County shall be deemed to be an employee, agent, servant or representative of the City. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the County

Section 9: LIABILITY

The COUNTY 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 COUNTY's intentional or negligent acts or breach of its obligations under the Agreement. The COUNTY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the CITY, its officers and employees.

The CITY shall indemnify, defend and hold harmless the COUNTY, its officers and employees from all claims, demands, or suits in law or equity arising from the CITY's intentional or negligent acts or breach of its obligations under the Agreement. The CITY's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the COUNTY, its officers and employees.

If the comparative negligence of the Parties and their officers and employees is a cause of such damage or injury, the liability, loss, cost, or expense shall be shared between the Parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.

Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.

Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.

Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The Parties have specifically negotiated this provision.

Section 10: NOTICES

All notices shall be in writing and served on the other party either personally or by certified mail, return receipt requested. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

CITY: Mayor or designee
City of Spokane
Seventh Floor, City Hall
808 West Spokane Falls Boulevard
Spokane, Washington 99201

With a Copy to: City Attorney's Office
City of Spokane
Fifth Floor, City Hall
808 W. Spokane Falls Boulevard
Spokane, Washington 99201

COUNTY: Chief Executive Officer or designee
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

With a Copy to Chairman,
Board of County Commissioners
Spokane County Courthouse
1116 West Broadway Avenue
Spokane, Washington 99260

Section 11: INSURANCE

During the term of the Agreement, the COUNTY and the CITY shall maintain in force at its own expense, each insurance 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 or Stop Gap Insurance in the amount of \$5,000,000;
- b. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$10,000,000 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 COUNTY'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 \$5,000,000 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 \$5,000,000 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 two 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 thirty (30) days written notice from the COUNTY or its insurer(s) to the CITY.

As evidence of the insurance coverages required by this Agreement, the COUNTY 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 insured; and include applicable policy endorsements, the thirty (30)-day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to CITY acceptance. If requested, complete copies of insurance policies shall be provided to the CITY. The COUNTY shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Section 12: ANTI-KICKBACK

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

Section 13: MISCELLANEOUS

- A. **NON-WAIVER:** No waiver by either party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future.
- B. **HEADINGS:** Headings are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Agreement.
- C. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding of the Parties. No representation, promises, or agreements not expressed herein have been made to induce either party to sign this Agreement.
- D. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- E. **ASSIGNMENT:** This Agreement shall be binding upon the Parties, their successors and assigns. Neither party may assign, transfer, or subcontract its interest in this Agreement without the written approval of the other party.

- F. **SEVERABILITY:** In the event any portion of this Agreement should become invalid or unenforceable, the rest of the Agreement shall remain in full force and effect.
- G. **COMPLIANCE WITH LAWS:** The Parties shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.
- H. **NON-DISCRIMINATION:** 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, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.
- I. **VENUE:** This Agreement shall be under the laws Washington State. Any action at law, suit in equity or judicial proceeding regarding this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.
- J. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.

Section 14: RCW 39.34 REQUIRED CLAUSES

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 4 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** Each Party shall adopt by its legislative body legislation to create the PDA.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The CITY shall file this Agreement with its City Clerk or place it on its web site or other electronically retrievable public source. The COUNTY shall file this Agreement with its County Auditor or place it on its web site or other electronically retrievable public source.
- F. **FINANCING:** Each party shall be responsible for the financing of its contractual obligations under its normal budgetary process.

G. **TERMINATION**: See Section No. 4 above.

H. **PROPERTY UPON TERMINATION**: Title to all property acquired pursuant to this Agreement shall remain with the Spokane International Airport unless otherwise agreed to by the Parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on date and year opposite their respective signatures.

DATED: _____

CITY OF SPOKANE

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

DATED: _____

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRENCH, Chair

JOSH KERNS, Vice Chair

SHELLY O'QUINN, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney

ATTACHMENT "B"

METHODOLOGY FOR CALCULATING TAX REVENUES AND DISTRIBUTING REVENUE

The following describes the taxes and allocation methods to be used for each tax as it relates to taxes collected within the geographic boundaries of the PDA:

Property (Real and Personal) Tax

The current expense (general fund) property tax levies of the City of Spokane and Spokane County and the road tax levy of the County, within the geographic boundaries of the PDA, will be allocated in the following manner. "Excess" levies and regular levies defined for specific purposes (i.e. conservation futures, EMS, etc.) of either entity will not be included in the allocation to the PDA since these revenues are voted on by the public for a specific purpose.

The methodology to be used is the same as used by entities within the Spokane County area for allocating revenues under Tax Increment Financing. In calendar year 2018, a new tax code area (TCA) will be created for the geographic area of the PDA by the Spokane County Assessor. This will establish the base year for the measurement of property value increases. Beginning in calendar year 2019, the increase in overall taxable assessed value within the PDA's TCA will be calculated. The "regular" levy rates of the City of Spokane and/or Spokane County will be calculated on the increase. The Spokane County Treasurer will allocate 75% of the increase to the PDA, and the remaining 25% will be distributed to the originating tax authority.

Subsequent year's allocations will be calculated using the same methodology.

Sales and Use Tax

The Administrative Board or its designee of the PDA will be responsible for reporting in writing all new businesses within the boundaries of the PDA to both the City of Spokane and Spokane County monthly. Based on this information, the following allocation will be used for the regular sales and use taxes of the City and County as defined in RCW 82.14.030. Beginning in calendar year 2018, 75% of any Spokane City or Spokane County regular sales or use tax generated within the geographic boundaries of the PDA from a new business (defined as a business that did not previously report sales or use tax within the geographic boundaries of the PDA per information reported to the County monthly by the Washington State Department of Revenue) will be allocated to the PDA. The remaining 25% will stay with the originating taxing authority.

Subsequent year's allocations will be calculated using the same methodology.

Leasehold Tax

The TCA established by the Spokane County Assessor in calendar year 2018 will also be used for the calculation as it applies to the Leasehold Tax. The first distributions would occur in 2019. 75% of any increase in the Leasehold Tax within the PDA TCA between 2018 and 2019 will be distributed to the PDA. The remaining 25% will remain with the originating jurisdiction. The calculation will be made as the information is reported by the State Treasurer to the City of Spokane and Spokane County.

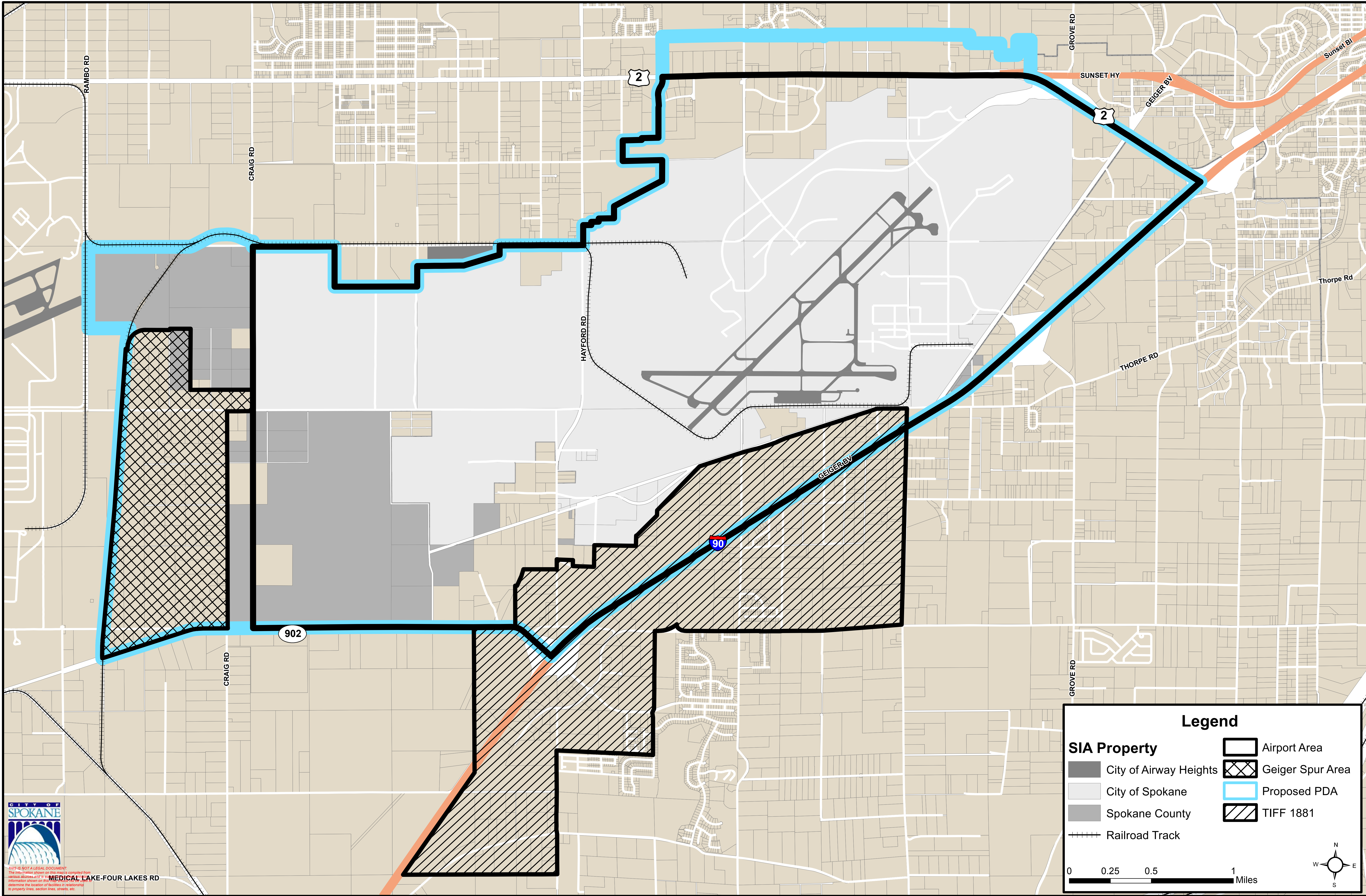
Subsequent year's allocations will be calculated using the same methodology.

Utility Tax

The Administrative Board or its designee of the PDA will be responsible for reporting in writing all new businesses within the boundaries of the PDA to the City of Spokane monthly. Based on this information, the following allocation will be applied to the incremental increase in Utility Taxes collected by the City and County as allowed by RCW 35.21.870. It is understood that at the time of adoption of this Agreement, that Counties are not authorized to assess Utility Tax per State Statute. At such time as the County is authorized and elects to assess utility taxes per State Statute, the County will participate in the sharing of their Utility Tax under this section, in the same manner as the City.

Effective with the execution of this Agreement, 75% of any increase in the Utility Taxes collected within the geographic boundaries of the PDA from a new business (defined as a business that did not previously report sales or use tax within the geographic boundaries of the PDA per information reported to the County monthly by the Washington State Department of Revenue) will be allocated to the PDA. The remaining 25% will remain with the originating jurisdiction. Subsequent year's allocations will be calculated using the same methodology.

The County and City will coordinate the development of a database to track new businesses within the geographic boundaries of the PDA for the purposes of tracking and calculating Sales Tax and Utility Tax under this Attachment.



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

07/10/2017

<u>Date Rec'd</u>	6/23/2017
<u>Clerk's File #</u>	OPR 2016-0649
<u>Renews #</u>	

Submitting Dept	SOLID WASTE COLLECTION	Cross Ref #	
Contact Name/Phone	SCOTT 625-7806	Project #	
Contact E-Mail	SWINDSOR@SPOKANECITY.ORG	Bid #	4254-16
Agenda Item Type	Contract Item	Requisition #	VALUE BLANKET
Agenda Item Name	4500 SWC ADDENDUM TO VALUE BLANKET FOR REFURBISHING DUMPSTERS		

Agenda Wording

Addendum to Value Blanket Order with Linn Machine and Manufacturing, Inc. (Spokane Valley, WA) to refurbish additional metal refuse/recycling containers and roll off boxes--estimated expenditure \$100,000 (including tax).

Summary (Background)

The Solid Waste Collection Department owns, maintains and operates an inventory of metal refuse/recycling containers and roll off boxes. Refurbishing containers extends the useful life of existing containers and saves valuable resources. The initial term of this contract allowed for an expenditure of \$300,000 over a one-year period. Prior to finalizing a contract with Linn Machine and Manufacturing, Inc., Solid Waste Collection did not have a contract for several months. This created a

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 90,000 estimated	#	4500-45100-37148-54803
Expense	\$ 10,000 estimated	#	4500-44200-37148-54803
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MEIERS, BRANDON	<u>Study Session</u>	PWC 06/26/17
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	swindsor@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Tax & Licenses	
<u>Additional Approvals</u>		rich@linnmachine.com	
<u>Purchasing</u>	WAHL, CONNIE	cwahl@spokanecity.org	
		rhughes@spokanecity.org	
		jsalstrom@spokanecity.org	
		rschoonover@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

buildup of dumpsters in need of repair and maintenance. Early in the year, we had a commercial annexation which reduced our inventory of usable dumpsters. This addendum will add additional funds to ensure that we have enough refuse/recycling containers and roll of boxes available to supply our customers until the end of the initial contract term.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

BRIEFING PAPER
Public Works Committee
Solid Waste Collection
June 26, 2017

Subject

Addendum to Value Blanket Order Contract with Linn Machine and Manufacturing, (Spokane Valley, WA) for refurbishing refuse/recycling containers and roll-off boxes.

Background

The Solid Waste Collection Department owns, maintains and operates an inventory of metal refuse/recycling containers and roll off boxes. Refurbishing containers extends the useful life of existing containers and saves resources. The initial contract (OPR 2016-0649, VB 300786) allowed for \$300,000 of repairs annually with the first term September 1, 2016 through August 31, 2017.

Prior to contracting with this vendor, Solid Waste Collection was without a refurbishing contract for many months creating an accumulation of containers in need of maintenance and repairs. This factor, along with an increase in steel prices and a commercial annexation at the beginning of the year, has created a need for additional funds.

Impact

The costs for additional refurbishing refuse/recycling containers and roll off boxes is approximately \$100,000 through the remainder of the original contract term of August 31, 2017.

Action

Recommend Approval.

Funding

This service is budgeted in the 2017 Solid Waste Collections budget.



City of Spokane

CONTRACT ADDENDUM

Title: REFURBISH REFUSE/RECYCLING
CONTAINERS AND ROLL OFF BOXES

THIS CONTRACT ADDENDUM is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and LINN MACHINE AND MANUFACTURING, INC., whose address is 3808 North Sullivan Road, Building N7, Spokane Valley, Washington 99216, as ("Company"). Individually hereafter referred to as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Company agreed to REFURBISH REFUSE/RECYCLING CONTAINERS AND ROLL OFF BOXES; and

WHEREAS, additional work has been requested;

-- Now, Therefore, the parties agree as follows:

1. **CONTRACT DOCUMENTS.** The original Contract dated September 1, 2016 and September 27, 2016, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. **EFFECTIVE DATE.** This Contract Addendum shall become effective May 1, 2017.
3. **ADDITIONAL WORK.** The Scope of Work of the original Contract is expanded to include the following:

ADDITIONAL REFURBISHING SERVICES ON REFUSE/RECYCLING CONTAINERS AND ROLL OFF BOXES IN NEED OF MAINTENANCE AND/OR REPAIR.

4. **COMPENSATION.** The City shall pay the Company a maximum amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), as full compensation for the services provided for under this Contract Addendum. This is the maximum amount to be paid under this Contract Addendum for the Work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract Addendum.

<p>LINN MACHINE AND MANUFACTURING, INC.</p> <p>By: _____ (signature)</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Email: _____</p>	<p>CITY OF SPOKANE:</p> <p>By: _____ (signature)</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------

<p>ATTEST:</p> <p>_____</p> <p>City Clerk</p>	<p>APPROVED AS TO FORM:</p> <p>_____</p> <p>Assistant City Attorney</p>
-----------------------------------------------	-------------------------------------------------------------------------

Attachments that are part of this Contract Addendum:



Agenda Sheet for City Council Meeting of:

07/10/2017

Date Rec'd	6/23/2017
Clerk's File #	OPR 2016-0649
Renews #	

Submitting Dept	SOLID WASTE COLLECTION	Cross Ref #	
Contact Name/Phone	SCOTT 625-7806	Project #	
Contact E-Mail	SWINDSOR@SPOKANECITY.ORG	Bid #	4254-16
Agenda Item Type	Contract Item	Requisition #	VALUE BLANKET
Agenda Item Name	4500 SWC EXTENSION OF VALUE BLANKET ORDER TO REFURBISH DUMPSTERS		

Agenda Wording

One-year extension to Value Blanket Order with Linn Machine and Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse/recycling containers and roll off boxes--estimated annual expenditure \$300,000 (including tax).

Summary (Background)

Solid Waste Collection owns, maintains and operates an inventory of metal refuse/recycling containers and roll off boxes. These previously purchased dumpsters require maintenance and restoration to maximize their functional lifespan. Bid #4254-16 was issued to 35 firms; Linn Machine and Manufacturing, Inc. was the low responsive bidder and took no exceptions to the bid specifications. Solid Waste Collection is highly satisfied with this vendor's service. This is the first of four (4)

Fiscal Impact		Budget Account	
Expense	\$ 275,000 estimated	#	4500-45100-37148-54803
Expense	\$ 25,000 estimated	#	4500-44200-37148-54803
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	WINDSOR, SCOTT	<u>Study Session</u>	PWC 06/26/17
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	CLINE, ANGELA	Distribution List	
<u>Legal</u>	SCHOEDEL, ELIZABETH	swindsor@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Tax & Licenses	
Additional Approvals		rich@linnmachine.com	
<u>Purchasing</u>	WAHL, CONNIE	cwahl@spokanecity.org	
		rhughes@spokanecity.org	
		jsalstrom@spokanecity.org	
		rschoonover@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

one-year extensions provided for in the original contract.

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

BRIEFING PAPER
Public Works Committee
Solid Waste Collection
June 26, 2017

Subject

One-year renewal of Value Blanket Order Contract with Linn Machine and Manufacturing (Spokane Valley, WA), for refurbishing refuse/recycling containers and roll-off boxes.

Background

The Solid Waste Collection Department owns, maintains and operates an inventory of metal refuse/recycling containers and roll off boxes. This value blanket contract (OPR 2016-0649, VB 300786) renewal will extend and maximize the functional life of previously purchased containers.

The original contract was for a one-year term (September 1, 2016 through August 31, 2017) with option to renew for four additional one-year periods. This is the first renewal and the term will be September 1, 2017 through August 31, 2018 for \$300,000.

Impact

The costs for refurbishing refuse/recycling containers and roll off boxes are approximately \$300,000 per year.

Action

Recommend Approval.

Funding

This service is budgeted in the 2017 Solid Waste Collections budget.



City of Spokane

**CONTRACT EXTENSION 1 OF 4
WITH COST**

Title: **REFURBISH REFUSE/RECYCLING CONTAINERS
AND ROLL OFF BOXES**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **LINN MACHINE AND MANUFACTURING, INC.**, whose address is 3808 North Sullivan Road, Building N7, Spokane Valley, Washington, 99216 as ("Company"). Individually hereafter referenced as a "party" and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Company agreed to provide for the City **Refurbishing of Metal Refuse/Recycling Containers and Roll Off Boxes**; and*

WHEREAS, additional time is required, and thus the Contract time for performance needs to be formally extended by this written document.

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

1. CONTRACT DOCUMENTS.

The Original Contract executed by the parties on September 1, 2016 and September 26, 2016, 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 Extension shall become effective on September 1, 2017

3. EXTENSION.

The contract documents are hereby extended and shall run through August 31, 2018.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** for everything furnished and done under this Contract Extension.

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 Extension by having legally-binding representatives affix their signatures below.

LINN MACHINE AND MANUFACTURING, INC. CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

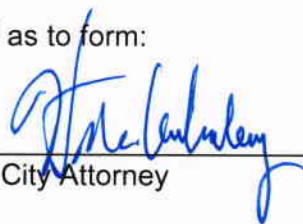
Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney



Attachments that are part of this Contract Extension:

17-069

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

07/10/2017

<u>Date Rec'd</u>	6/26/2017
<u>Clerk's File #</u>	OPR 2016-0674
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2010087
<u>Bid #</u>	
<u>Requisition #</u>	CR 18237

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - TRINDERA CONTRACT AMENDMENT/EXTENSION

Agenda Wording

Contract Amendment/Extension adding additional work at a cost of \$22,017.50. This amount brings the contract total to \$52,017.50 which exceeds the minor contract maximum, therefore requiring Council approval.

Summary (Background)

Additional works includes, addition of an electrical room within the pump service room; coordination and design of power for above grade site design; coordination with serving utilities; and additional cost estimate created at clients request for 60%.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 22,017.50	# 4340 43416 94000 56501 10025
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>
<u>Finance</u>	<u>Distribution List</u>
<u>Legal</u>	Engineering Admin
<u>For the Mayor</u>	mhughes@spokanecity.org
<u>Additional Approvals</u>	mdoval@spokanecity.org
<u>Purchasing</u>	htrautman@spokanecity.org
	ckinzer@spokanecity.org
	tstulc@trindera.com
	jlargent@spokanecity.org



City of Spokane
**CONTRACT AMENDMENT /
EXTENSION**
CSO Basin 24 Control Facility

This Contract Amendment /Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and TRINDERA ENGINEERING, whose address is 1875 North Lakewood Drive Suite 201, Coeur d'Alene, Idaho 83814 as ("CONSULTANT").

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City ELECTRICAL DESIGN, BID PHASE AND CONSTRUCTION SUPPORT; and

WHEREAS, a change or revision of the Work has been requested, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and

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

1. CONTRACT DOCUMENTS.

The Contract, dated August 18, 2016, 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 Amendment / Extension shall become effective on June 1, 2017.

3. EXTENSION

The contract documents are hereby extended and shall run through April 1, 2019

4. ADDITIONAL WORK.

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

Additional works includes, addition of an electrical room within the pump service room; coordination and design of power for above grade site design; coordination with serving utilities; and additional cost estimate created at clients request for 60%.

5. COMPENSATION.

The City shall pay an additional amount not to exceed **TWENTY TWO THOUSAND SEVENTEEN AND 50/100 DOLLARS (\$22,017.50)** for everything furnished and done under this Contract Amendment / Extension. 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 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 Amendment / Extension by having legally-binding representatives affix their signatures below.

TRINDERA ENGINEERING

By _____
Signature Date

Type or Print Name

Title

E-Mail Address

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

David Condon

Type or Print Name

Mayor

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Scope of Work dated June 15, 2017

17-fip

6/15/2017

City of Spokane – Engineering Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attention: Cindy Kinzer, P.E.

Subject: City of Spokane CSO Tank 24

Dear Cindy:

In response to our recent conversation regarding the direction of CSO 24, we are submitting this letter to clarify our understanding of project changes, and to identify the impact these changes will have on our estimated fees.

Trindera Engineering understands this change in project scope involved the following:

- 1) Addition of an electrical room within the pump service room.
 - a. Addition to One-Line Diagram.
 - b. Addition of Power and Control Plan sheet.
 - c. Addition to Electrical Schedules Sheet. (C&W and Panels)
 - d. Additional content for Electrical Site Plan.
 - e. Additional content to Control System Wiring.
- 2) Coordination and design of power for abovegrade site design.
 - a. Additional one-line diagram.
 - b. Additional coordination with jurisdictional electric power utility.
 - c. Coordination with City of Spokane – Engineering Services
 - d. Develop conduit layout plan and corresponding electrical schedules.
 - e. Develop electrical construction cost estimate.
 - f. Disposition of stakeholder review comments.
 - g. Provide bid support and typical construction support.
- 3) Coordination with Serving Utilities.
 - a. Value engineered electrical power service through coordination with Avista.
 - b. Recurrent coordination with Avista to meet their evolving downtown network customer requirements.
- 4) Additional cost estimate created at clients request for 60%.

Trindera Engineering scope of service for the additional work included the following tasks:

1. Please see attached EFE for additional scope.
2. Fee Estimate task item **1.2, Coordination with Serving Utilities:**
 - a. Estimated 4 hours which is typically sufficient. Avista was in the midst of documentation revisions for downtown network requirements. Coordination has been fulfilled and is reflected in the 60% design.
3. Fee estimate task item **1.3.1, Electrical Site Plan:**

- a. Recurrent changes from Avista yielded recurrent changes to our electrical site plan. Seeking equitable adjustment to cover Avista imposed recurrent changes.
 - b. Addition of site design to support future plans for abovegrade park.
- 4. Fee estimate task item **1.3.2, One-Line Diagram:**
 - a. Recurrent updates to one-line diagram to capture. Avista's changing requirements. Additionally, the pump room electric power distribution was not required during scoping and has been added.
- 5. Fee estimate task item **1.3.3, Power and Control Plans:**
 - a. Scoped for delivery of only one (1) power and control sheet but addition of pump room warrants two (2) sheets.
- 6. Fee estimate task item **1.3.5, Control System wiring diagrams:**
 - a. Addition of pump room and pump room electrical room warrants design updates to control wiring diagrams.
- 7. Fee estimate task item **1.3.7, Electrical Schedules Sheet:**
 - a. Addition of pump room and pump room electrical room warrants an additional electrical schedules sheet. Scoped for delivery on one (1) electrical schedules sheet but need two (2) for a complete design.
- 8. Fee estimate take item **1.6, Prepare electrical construction cost estimate:**
 - a. Original fee estimate was only for final construction cost estimate. Additional 60% cost estimate has been provided and anticipated one at 90%.

After you have had a chance to review this proposal information, we would be happy to meet with you to discuss any questions, comments or concerns you may have. Please do not hesitate to contact me if you have any questions.

Sincerely,



Zach McMackin, P.E.
Trindera Engineering, Inc.

AUTHORIZATION

Signature for [Client Name]

Date



ENGINEERING FEE ESTIMATE

Client <u>City of Spokane - Engineering Services</u>	Contact <u>Cindy Kinzer, P.E.</u>	Date <u>6/15/2017</u>
Address <u>808 W. Spokane Falls Blvd.</u>		Proposal No <u>pr16259</u>
City <u>Spokane</u>	State <u>WA</u>	Zip <u>99201</u>
Phone <u>509-625-6397</u>		Estimator <u>Z. McMackin</u>
		Rev No. <u>1</u>

Project City of Spokane CSO Tank 24 (Cedar & Riverside)

Description of Tasks		PM	SrPE	PrEng	SrDes	SrDrft	Drft	Admin	Total
Task 1	Design Phase								
1.1	Design coordination meetings								
1.1.1	Project kick-off/design criteria meeting - one (1) meeting								
1.1.2	Recurrent design coordination meetings - five (5) meetings								
1.2	Coordination with serving utilities			13.5					\$1,553
1.3	Prepare plan drawings and schematics								
1.3.1	(1) Electrical site plan		2	10			4		\$1,670
1.3.2	(1) One-Line Diagram		2	8			5		\$1,505
1.3.3	(1) Power and Control Plan		2	6			2		\$1,080
1.3.4	(3) Lighting layout plan								
1.3.5	(2) Control System wiring diagrams		1	2			1		\$425
1.3.6	(1) Electrical installation details sheet								
1.3.7	(1) Electrical schedules sheet		2	6			4		\$1,210
1.4	Prepare electrical specifications								
1.5	Finalize deliverables after review by City								
1.6	Prepare electrical construction cost estimate			5					\$575
1.7	Project management/administration								
1.8	QC/QA								
Total Hours			9	50.5			16		

Reimbursable Expense Details:

Mileage	
Reproducibles (Mylar Prints)	\$45
Package Delivery	
Misc.	
Total Expenses	\$45

SubTotal	\$8,017.50
Expenses	\$45.00
TOTAL	\$8,062.50

ENGINEERING FEE ESTIMATE

Client <u>City of Spokane - Engineering Services</u>	Contact <u>Cindy Kinzer, P.E.</u>	Date <u>6/15/2017</u>
Address <u>808 W. Spokane Falls Blvd.</u>		Proposal No <u>pr16259</u>
City <u>Spokane</u>	State <u>WA</u>	Zip <u>99201</u>
Phone <u>509-625-6397</u>		Estimator <u>Z. McMackin</u>
		Rev No. <u>0</u>

Project City of Spokane CSO Tank 24 (Cedar & Riverside)

Description of Tasks		PM	SrPE	PrEng	SrDes	SrDrft	Drft	Admin	Total
Task 1	Design Phase								
1.1	Design coordination meetings								
1.1.1	Project kick-off/design criteria meeting - one (1) meeting		4						\$520.00
1.2	Coordination with serving utilities			3					\$345
1.3	Prepare plan drawings								
1.3.1	(1) Electrical site plan		2	6			4		\$1,210
1.3.2	(1) One-Line Diagram		2	4			1		\$785
1.3.6	(1) Electrical installation details sheet		1	3			2		\$605
1.3.7	(1) Electrical schedules sheet		2	4			2		\$850
1.4	Prepare electrical specifications		2	5					\$835
1.5	Finalize deliverables after review by City		2	4			4		\$980
1.6	Prepare electrical construction cost estimate			4					\$460
1.7	Project management/administration	5							\$700.00
1.8	QC/QA		3						\$390.00
Total Hours		5	18	33			13		

Reimbursable Expense Details:

Mileage	\$30
Reproducibles (Mylar Prints)	\$75
Package Delivery	
Misc.	
Total Expenses	\$105

SubTotal	\$7,680.00
Expenses	\$105.00
TOTAL	\$7,785.00

ENGINEERING FEE ESTIMATE

Client <u>City of Spokane - Engineering Services</u>	Contact <u>Cindy Kinzer, P.E.</u>	Date <u>6/15/2017</u>
Address <u>808 W. Spokane Falls Blvd.</u>		Proposal No <u>pr16259</u>
City <u>Spokane</u>	State <u>WA</u>	Zip <u>99201</u>
Phone <u>509-625-6397</u>		Estimator <u>Z. McMackin</u>
		Rev No. <u>0</u>

Project City of Spokane CSO Tank 24 (Cedar & Riverside)

Description of Tasks		PM	SrPE	PrEng	SrDes	SrDrft	Drft	Admin	Total
Task 2	Bid Phase								
2.1	Answer questions from bidders			3					\$345.00
2.2	Answer questions from vendors			2					\$230.00
2.3	Attend Pre-Bid Conference			4					\$460.00
2.4	Issue addendums if necessary		1	2			3		\$555.00
Total Hours			1	11			3		

Reimbursable Expense Details:

Mileage	\$30
Reproducibles	
Package Delivery	
Misc.	
Total Expenses	\$30

SubTotal	\$1,590.00
Expenses	\$30.00
TOTAL	\$1,620.00

ENGINEERING FEE ESTIMATE

Client	City of Spokane - Engineering Services	Contact	Cindy Kinzer, P.E.	Date	6/15/2017
Address	808 W. Spokane Falls Blvd.			Proposal No	pr16259
City	Spokane	State	WA	Zip	99201
Phone	509-625-6397			Estimator	Z. McMackin
				Rev No.	0

Project City of Spokane CSO Tank 24 (Cedar & Riverside)

Description of Tasks	PM	SrPE	PrEng	SrDes	SrDrft	Drft	Admin	Total
Task 3 Construction Phase								
3.1 Attend Pre-Construction Conference		4						\$520.00
3.2 Review shop drawing submittals								
3.2.1 Review lighting submittal			2					\$230.00
3.2.2 Review conduit submittal			1					\$115.00
3.2.3 Review wiring devices submittal			1					\$115.00
3.2.4 Review panelboard & service submittal			2					\$230.00
3.2.5 Review re-submittals			4					\$460.00
3.2.6 Correspondence re: submittals			2					\$230.00
3.3 Site visit and punchlists								
3.3.1 Site visits during construction - (2) trips			6					\$690.00
3.3.2 Punchlist development and resolution tracking			4					\$460.00
3.4 Correspondence								
3.4.1 Client support		4						\$520.00
3.4.2 Contractor support		2	6					\$950.00
Total Hours		10	28					

Reimbursable Expense Details:

Mileage	\$30
Reproducibles	
Package Delivery	
Misc.	
Total Expenses	\$30

SubTotal	\$4,520.00
Expenses	\$30.00
TOTAL	\$4,550.00



City of Spokane

Minor Contract Summary

City Clerk's # OPR 2016-0674
 Cross Ref _____
 Destruct Date 2025
 Clerk's Dist. 08/19/16 SP

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

Department Name Engineering Services
 Department Project # 2010087

New Contract ☐
 CR # 17124
 Date: August 15, 2016
RECEIVED

Contractor/Consultant

Name: **Trindera Engineering**
 Address: 1875 N Lakewood Dr Ste 201
 City, State, Zip: Coeur d'Alene ID 83814

Remittance Address:
 City, State, Zip

AUG 18 2016

CITY CLERK'S OFFICE

Summary of Services

Consultant Agreement for electrical design, bid phase and construction support for the CSO Basin 24 Control Facility project.

Amount: \$30,000.00

Budget Code: 4340 43416 94000 56501 10025

Maximum Amount

Beginning Date: _____ Expiration Date: 7/1/2018 Open-Ended: ☐

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

Requestor/Verifier/Contact: [Signature]

Funds are available in the appropriate budget account

Accountant

Signature

Date

Department Head

Signature

Date

Other

Signature

Date

Other

Signature

Date

Distribution List

Contractor E-mail: <u>tstulc@trindera.com</u>	Contract Accounting: <u>kkeck@spokanecity.org</u>
Dept. Contact E-mail: <u>Engineering Admin</u>	Taxes and Licenses
<u>jahensley@spokanecity.org</u>	<u>mhughes@spokanecity.org</u>
<u>jlargent@spokanecity.org</u>	



City of Spokane
CONSULTANT AGREEMENT
CSO BASIN 24 CONTROL FACILITY
PROJECT NUMBER 2010087

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and TRINDERA ENGINEERING whose address is 1875 North Lakewood Drive #201, Coeur d'Alene, Idaho 83814 as ("Consultant").

-- *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 upon execution by all parties, and ends on July 1, 2018, 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 Agreement documents, this City Consultant Agreement controls.

The Consultant shall provide the following services for the City:

Electrical design, bid phase and construction support for the CSO Basin 24 Control Facility project.

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. COMPENSATION / PAYMENT.

Total compensation for Consultant's services under this Agreement shall be a maximum amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)**, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane, Engineering Services, 808 West Spokane Falls Boulevard, Spokane, Washington 99201-3343. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves

the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. 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. 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.

6. 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.

7. REIMBURSABLES

If reimbursables under this Agreement are to be included, they are 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 Agreement 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 Agreement.
- 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 effect 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 mark up. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a mark up. Copies of all Subconsultant invoices that are rebilled to the City are required.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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. The Consultant agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. 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, and for its material breaches of this Agreement. It is not the intent of this Section to limit this understanding.

10. INSURANCE.

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;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in 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.

11. AUDIT.

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

12. INDEPENDENT CONSULTANT.

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.

13. 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.

14. 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.

15. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and performed prior to the termination date.

16. STANDARD OF PERFORMANCE.

The standard of performance applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time the services under this Agreement are performed.

17. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Consultant shall be safeguarded by the Consultant. The Consultant shall make such data, documents and files available to the City upon the City's request. If the City's use of the Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

18. ANTI KICK-BACK.

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

19. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. 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.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **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.
- F. **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.

- G. **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 Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, 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.

TRINDERA ENGINEERING

By
Signature

Terry Stule 8/12/16

Date

Type or Print Name

PRESIDENT

Title

TSTULC@TRINDERA.COM

E-Mail Address

Attest:

City Clerk

[Signature]

CITY OF SPOKANE

By
Signature

Scott Simmons 8/18/16

Date

Scott Simmons

Type or Print Name

Director of Public Works

Title

Approved as to form:

Assistant City Attorney

[Signature]

Attachments that are part of this Agreement:

Exhibit A – Consultant's Proposal dated August 2, 2016



16-rrr

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

07/10/2017

<u>Date Rec'd</u>	6/26/2017
<u>Clerk's File #</u>	PRO 2017-0021
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2016156
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 - LOW BID AWARD - CAMERON-REILLY, LLC		

Agenda Wording

Low bid of Cameron-Reilly, LLC (Spokane, WA) for Lincoln Gateway - \$199,999.99. An administrative reserve of \$20,000.00, which is 10% of the contract price will be set aside. (Riverside Neighborhood Council)

Summary (Background)

On June 26, 2017 bids were opened for the above project. The low bid was from Cameron-Reilly, LLC in the amount of \$199,999.99, which is \$37,623.99 or 23.17% over the Engineer's Estimate. One other bid was received as follows: Bacon Concrete, Inc. - \$209,746.00.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 219,999.99	#	3200 49129 95300 56501 86021
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 7/10/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	kgoodman@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		kkeck@spokanecity.org	
		mdoval@spokanecity.org	
		kschmitt@spokanecity.org	
		jlargent@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

htrautman@spokanecity.org

jim@cameron-reilly.com

BRIEFING PAPER
Public Works Committee
Engineering Services
July 10, 2017

Subject:

Lincoln Gateway (2016156)

Background:

This project will upgrade the aesthetics of the Lincoln Street I-90 westbound off-ramp (at Taco Bell) as shown on the attached exhibits.

More specifically, the project will replace existing landscaping and install an art piece in the center median, replace landscaping behind the Tradewinds (soon to be Howard Johnson) motel, and make various landscaping upgrades adjacent to Taco Bell including installation of anti-panhandling cobbles and formalizing the truck off-tracking that occurs at this location. Refer to attached exhibit. The planting palette is the same as used at the Division Gateway project constructed 2 summers ago.

The art piece has been designed to be reflective of the industrial character of this part of the downtown core with its close proximity to facilities like the historic Steam Plant, the railroad viaduct and more. A large stainless steel tank, donated by No-Li Brewhouse, serves as the base for the piece. The artist team, Bill and Karma Simmons of 2Simmons who were chosen by the Spokane Arts Fund, have designed an urban scene to be cut into the tank with interior lighting.

This project's details have been presented to and input coordinated from Mayor Condon, WSDOT, Parking Advisory Committee, City Planning Department personnel and the adjacent property owners.

Impact

The ramp will remain open throughout construction although it may be restricted to one lane at times. The owners/occupants of Taco Bell and Howard Johnson are both in support of this project.

Business access will not be impacted during construction which will occur this summer.

Action

This project is on ad now. We plan to put this project on council agenda in early July.

Funding

This project is funded with Parking Advisory Committee funds.

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

Project Number: 2016156

Project Description Lincoln Gateway

Funding Source Local

Preparer Jonathan Adams

Original Date 6/8/2017 9:16:00 AM

Update Date 6/26/2017 1:24:40 PM

Addendum

Project Number: 2016156			Engineer's Estimate		Cameron-Reilly LLC		Bacon Concrete Inc			
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Street and Landscape Improvements

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	750.00	*****	500.00	*****	0.00
103	POTHOLING	2 EA	400.00	800.00	500.00	1,000.00	250.00	500.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	1,500.00	*****	3,000.00	*****	3,000.00	*****	0.00
105	MOBILIZATION	1 LS	*****	20,000.00	*****	24,249.49	*****	17,500.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	10,000.00	*****	26,040.00	*****	15,000.00	*****	0.00
107	SEQUENTIAL ARROW SIGN	1500 HR	5.00	7,500.00	2.00	3,000.00	5.00	7,500.00	0.00	0.00
108	PORTABLE CHANGEABLE MESSAGE SIGN	200 HR	7.00	1,400.00	5.00	1,000.00	5.00	1,000.00	0.00	0.00
109	CLEARING AND GRUBBING	1 LS	*****	3,000.00	*****	12,500.00	*****	3,500.00	*****	0.00
110	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	1,000.00	*****	1,200.00	*****	750.00	*****	0.00
111	REMOVE TREE, CLASS I	6 EA	400.00	2,400.00	600.00	3,600.00	1,700.00	10,200.00	0.00	0.00
112	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	2,000.00	*****	4,500.00	*****	2,000.00	*****	0.00
113	REMOVE EXISTING CURB	150 LF	10.00	1,500.00	10.00	1,500.00	20.00	3,000.00	0.00	0.00
114	SAWCUTTING CURB	2 EA	30.00	60.00	100.00	200.00	100.00	200.00	0.00	0.00

<i>Project Number:</i> 2016156			<i>Engineer's Estimate</i>		Cameron-Reilly LLC		Bacon Concrete Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street and Landscape Improvements					Sales tax shall be included in unit prices					
115	SAWCUTTING RIGID PAVEMENT	510 LFI	3.00	1,530.00	1.25	637.50	2.00	1,020.00	0.00	0.00
116	SAWCUTTING FLEXIBLE PAVEMENT	2640 LFI	1.00	2,640.00	1.00	2,640.00	0.75	1,980.00	0.00	0.00
117	COMMON BORROW INCL. HAUL	40 CY	20.00	800.00	80.00	3,200.00	34.00	1,360.00	0.00	0.00
118	CSTC FOR SIDEWALK AND DRIVEWAYS	4 CY	75.00	300.00	100.00	400.00	100.00	400.00	0.00	0.00
119	2 IN - 4 IN BASALT BALLAST	285 SY	15.00	4,275.00	20.00	5,700.00	12.00	3,420.00	0.00	0.00
120	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	45 SY	30.00	1,350.00	80.00	3,600.00	150.00	6,750.00	0.00	0.00
121	PAVEMENT REPAIR EXCAVATION INCL. HAUL	45 SY	125.00	5,625.00	75.00	3,375.00	45.00	2,025.00	0.00	0.00
122	ART INSTALLATION	1 LS	*****	3,000.00	*****	1,500.00	*****	4,000.00	*****	0.00
123	WSDOT LOW PROFILE BARRIER CURB TYPE GD-3	174 LF	300.00	52,200.00	188.00	32,712.00	300.00	52,200.00	0.00	0.00
124	ESC LEAD	1 LS	*****	1,000.00	*****	750.00	*****	1,500.00	*****	0.00
125	INLET PROTECTION	3 EA	90.00	270.00	100.00	300.00	120.00	360.00	0.00	0.00
126	TOPSOIL TYPE A	80 CY	25.00	2,000.00	50.00	4,000.00	57.00	4,560.00	0.00	0.00
127	SOD INSTALLATION	95 SY	9.00	855.00	17.00	1,615.00	24.00	2,280.00	0.00	0.00
128	BASALT LANDSCAPE BOULDER	6 EA	200.00	1,200.00	250.00	1,500.00	225.00	1,350.00	0.00	0.00
129	PSIPE 6-8 FOOT HEIGHT PINE TREE	6 EA	400.00	2,400.00	500.00	3,000.00	500.00	3,000.00	0.00	0.00
130	PSIPE 5 GAL SHRUB	19 EA	50.00	950.00	70.00	1,330.00	75.00	1,425.00	0.00	0.00
131	PSIPE 1 GAL SHRUB	541 EA	20.00	10,820.00	25.00	13,525.00	24.00	12,984.00	0.00	0.00
132	IRRIGATION SYSTEM	1 LS	*****	5,000.00	*****	10,500.00	*****	14,000.00	*****	0.00
133	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	300.00	*****	4,180.00	*****	2,000.00	*****	0.00

<i>Project Number:</i> 2016156			<i>Engineer's Estimate</i>		Cameron-Reilly LLC		Bacon Concrete Inc			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>	Street and Landscape Improvements				Sales tax shall be included in unit prices					
134	CEMENT CONCRETE CURB	42 LF	25.00	1,050.00	30.00	1,260.00	38.00	1,596.00	0.00	0.00
135	CEMENT CONCRETE PAVEMENT - TRUCK APRON	35 SY	75.00	2,625.00	120.00	4,200.00	81.00	2,835.00	0.00	0.00
136	6FT IRON BLACK DECORATIVE PICKET FENCE	50 LF	80.00	4,000.00	120.00	6,000.00	120.00	6,000.00	0.00	0.00
137	ILLUMINATION SYSTEM ART WORK	1 LS	*****	2,000.00	*****	1,500.00	*****	10,000.00	*****	0.00
138	SIGNING, PERMANENT	1 LS	*****	1,000.00	*****	3,000.00	*****	2,800.00	*****	0.00
139	PAVEMENT MARKING - PAINT	95 SF	5.00	475.00	15.00	1,425.00	15.00	1,425.00	0.00	0.00
140	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	85 LF	30.00	2,550.00	66.00	5,610.00	45.00	3,825.00	0.00	0.00
<i>Schedule Totals</i>				162,376.00		199,999.99		209,746.00		0.00

Project Number 2016156 Lincoln Gateway

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	162,376.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	162,376.00
Cameron-Reilly LLC	199,999.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199,999.99
Bacon Concrete Inc	209,746.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	209,746.00

Low Bid Contractor: Cameron-Reilly LLC

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$199,999.99	\$162,376.00	23.17	% Over Estimate
Bid Totals	\$199,999.99	\$162,376.00	23.17	% Over Estimate

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

07/10/2017

<u>Date Rec'd</u>	6/21/2017
<u>Clerk's File #</u>	PRO 2017-0022
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2013160/2015116
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	BT
Agenda Item Name	0370 – LOW BID AWARD – T LARIVIERE EQUIPMENT & EXCAVATION, INC.		

Agenda Wording

Low Bid of T LaRiviere Equipment & Excavation, Inc., (Athol, Idaho) for Ridgeview and Regal-Bemiss-Shaw Pedestrian Safety - \$1,625,096.68. An administrative reserve of \$162,509.67, which is 10% of the contract price, will be set aside. (North Hill,

Summary (Background)

On June 5, 2017 bids were opened for the above project. The low bid was from T LaRiviere Equipment & Excavation, Inc. in the amount of \$1,625,096.68, which is \$187,705.68 or 13.06% over the Engineer's Estimate; three other bids were received as follows: Bacon Concrete, Spokane WA - \$1,776,460.60; Cameron-Reilly, LLC, Spokane, WA - \$2,047,182.45 and William Winkler Company, Newman Lake, WA - \$2,053,305.31.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 1,024,209.55	#	3200 95098 95300 56501 99999
Expense	\$ 93,441.63	#	4250 43387 94000 56501 99999
Expense	\$ 622,194.28	#	3200 95097 95300 56501 99999
Expense	\$ 23,105.32	#	4250 43387 94000 56501 99999
<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 5/8/17
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	kgoodman@spokanecity.org	
<u>Additional Approvals</u>		dbuller@spokanecity.org	
<u>Purchasing</u>		htrautman@spokanecity.org	
		mhughes@spokanecity.org;	
		jlargent@spokanecity.org	
		mdoval@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Nevada/Lidgerwood and Bemiss Neighborhood Councils)

Summary (Background)

Fiscal Impact

Expense \$ 24,655.56

Select \$

Budget Account

1380 24101 95300 56501 21005

#

Distribution List

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

Project Number: 2013160

Project Description Ridgeview and Regal-Bemiss-Shaw Pedestrian Safety

Funding Source Federal

Preparer Mark Melnick

Original Date 8/11/2016 3:15:24 PM

Update Date 6/5/2017 1:52:12 PM

Addendum

Project Number: 2013160			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Bacon Concrete Inc		Cameron-Reilly LLC	
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

Ridgeview Pedestrian Safety

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	561.00	*****	2,000.00	*****	500.00
103	POTHOLING	10 EA	300.00	3,000.00	289.00	2,890.00	250.00	2,500.00	300.00	3,000.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	500.00	3,000.00	505.00	3,030.00	550.00	3,300.00	350.00	2,100.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	2,805.00	*****	6,200.00	*****	4,500.00
106	MOBILIZATION	1 LS	*****	70,000.00	*****	53,551.00	*****	85,000.00	*****	148,890.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	15,000.00	*****	30,638.00	*****	35,000.00	*****	21,200.00
108	SEQUENTIAL ARROW SIGN	770 HR	5.00	3,850.00	2.24	1,724.80	4.00	3,080.00	2.50	1,925.00
109	TYPE III BARRICADE	24 EA	50.00	1,200.00	45.00	1,080.00	50.00	1,200.00	100.00	2,400.00
110	CLEARING AND GRUBBING	1 LS	*****	1,000.00	*****	5,611.00	*****	22,000.00	*****	34,000.00
111	AIR OR HYDRO EVACUATION	12 EA	350.00	4,200.00	417.00	5,004.00	520.00	6,240.00	525.00	6,300.00
112	REMOVE TREE, CLASS I	1 EA	150.00	150.00	364.00	364.00	500.00	500.00	400.00	400.00
113	REMOVE TREE, CLASS II	1 EA	275.00	275.00	544.00	544.00	1,420.00	1,420.00	1,600.00	1,600.00
114	REMOVE TREE, CLASS III	6 EA	650.00	3,900.00	727.00	4,362.00	3,670.00	22,020.00	4,000.00	24,000.00

Project Number: 2013160			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Bacon Concrete Inc		Cameron-Reilly LLC	
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

Ridgeview Pedestrian Safety

Sales tax shall be included in unit prices

115	TREE PRUNING	12 EA	300.00	3,600.00	786.00	9,432.00	200.00	2,400.00	200.00	2,400.00
116	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,200.00	*****	5,611.00	*****	12,000.00	*****	7,500.00
117	REMOVE EXISTING CURB	3708 LF	6.00	22,248.00	6.32	23,434.56	11.00	40,788.00	10.00	37,080.00
118	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1362 SY	8.00	10,896.00	6.71	9,139.02	17.00	23,154.00	16.00	21,792.00
119	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	19 EA	500.00	9,500.00	380.00	7,220.00	550.00	10,450.00	1,000.00	19,000.00
120	REMOVE EXISTING <12IN. DIAMETER PIPE	222 LF	6.00	1,332.00	5.11	1,134.42	8.50	1,887.00	50.00	11,100.00
121	SAWCUTTING CURB	188 EA	15.00	2,820.00	28.00	5,264.00	35.00	6,580.00	50.00	9,400.00
122	SAWCUTTING RIGID PAVEMENT	2699 LFI	1.25	3,373.75	0.95	2,564.05	1.40	3,778.60	1.00	2,699.00
123	SAWCUTTING FLEXIBLE PAVEMENT	21231 LFI	0.75	15,923.25	0.28	5,944.68	0.65	13,800.15	0.90	19,107.90
124	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	5 EA	700.00	3,500.00	471.00	2,355.00	840.00	4,200.00	850.00	4,250.00
125	CSTC FOR SIDEWALK AND DRIVEWAYS	318 CY	75.00	23,850.00	39.00	12,402.00	74.00	23,532.00	75.00	23,850.00
126	HMA FOR PAVEMENT REPAIR CL.1/2 IN. PG 64-28, 3 INCH THICK	4167 SY	30.00	125,010.00	20.00	83,340.00	20.40	85,006.80	20.00	83,340.00
127	HMA FOR TRANSITION CL.1/2 IN. PG 64-28, 2 INCH THICK	23 SY	45.00	1,035.00	110.00	2,530.00	104.00	2,392.00	110.00	2,530.00
128	PAVEMENT REPAIR EXCAVATION INCL. HAUL	4167 SY	35.00	145,845.00	13.00	54,171.00	28.00	116,676.00	30.00	125,010.00
129	CEMENT CONCRETE CURB WALL	479 LF	18.00	8,622.00	84.00	40,236.00	58.00	27,782.00	45.00	21,555.00
130	RECONSTRUCT BLOCK WALL	1 LS	*****	1,200.00	*****	2,805.00	*****	4,500.00	*****	1,500.00
131	ADJUST EXISTING MANHOLE, CATCH BASIN, OR DRYWELL, OR INLET IN ASPHALT	2 EA	600.00	1,200.00	413.00	826.00	600.00	1,200.00	600.00	1,200.00
132	CATCH BASIN TYPE 1	17 EA	1,800.00	30,600.00	1,961.00	33,337.00	2,800.00	47,600.00	2,300.00	39,100.00

Project Number: 2013160			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Bacon Concrete Inc		Cameron-Reilly LLC	
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 Ridgeview Pedestrian Safety					Sales tax shall be included in unit prices					
133	CATCH BASIN TYPE 3	21 EA	2,100.00	44,100.00	2,204.00	46,284.00	3,100.00	65,100.00	2,800.00	58,800.00
134	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	6 EA	625.00	3,750.00	338.00	2,028.00	550.00	3,300.00	600.00	3,600.00
135	VALVE BOX AND COVER	5 EA	375.00	1,875.00	227.00	1,135.00	510.00	2,550.00	500.00	2,500.00
136	CLEANING EXISTING DRAINAGE STRUCTURE	13 EA	300.00	3,900.00	321.00	4,173.00	290.00	3,770.00	300.00	3,900.00
137	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	18.00	90.00	16.00	80.00	100.00	500.00	100.00	500.00
138	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	24.00	120.00	34.00	170.00	50.00	250.00	100.00	500.00
139	IMPORTED BACKFILL	5 CY	40.00	200.00	34.00	170.00	50.00	250.00	100.00	500.00
140	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	856.00	*****	1,000.00	*****	750.00
141	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	763 LF	48.00	36,624.00	39.00	29,757.00	70.40	53,715.20	60.00	45,780.00
142	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	6 EA	300.00	1,800.00	890.00	5,340.00	290.00	1,740.00	750.00	4,500.00
143	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	32 EA	200.00	6,400.00	465.00	14,880.00	265.00	8,480.00	500.00	16,000.00
144	PLUGGING EXISTING PIPE	2 EA	125.00	250.00	433.00	866.00	200.00	400.00	500.00	1,000.00
145	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	1,122.00	*****	8,000.00	*****	750.00
146	CLEANING EXISTING SANITARY SEWER	6 EA	325.00	1,950.00	313.00	1,878.00	350.00	2,100.00	300.00	1,800.00
147	ESC LEAD	1 LS	*****	600.00	*****	561.00	*****	3,500.00	*****	1,200.00
148	INLET PROTECTION	50 EA	80.00	4,000.00	84.00	4,200.00	90.00	4,500.00	100.00	5,000.00
149	TOPSOIL TYPE A, 2 INCH THICK	1026 SY	8.00	8,208.00	11.00	11,286.00	10.00	10,260.00	5.50	5,643.00
150	SOD INSTALLATION	1026 SY	10.00	10,260.00	17.00	17,442.00	25.00	25,650.00	16.00	16,416.00

Project Number: 2013160			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Bacon Concrete Inc		Cameron-Reilly LLC	
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 Ridgeview Pedestrian Safety					Sales tax shall be included in unit prices					
151	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	1,683.00	*****	15,000.00	*****	27,940.00
152	CEMENT CONCRETE CURB	1070 LF	20.00	21,400.00	29.00	31,030.00	23.00	24,610.00	27.00	28,890.00
153	CEMENT CONC. CURB AND GUTTER	2534 LF	21.00	53,214.00	38.00	96,292.00	26.00	65,884.00	32.00	81,088.00
154	CEMENT CONCRETE DRIVEWAY	638 SY	48.00	30,624.00	64.00	40,832.00	42.75	27,274.50	65.00	41,470.00
155	CEMENT CONCRETE DRIVEWAY TRANSITION	198 SY	40.00	7,920.00	64.00	12,672.00	40.00	7,920.00	65.00	12,870.00
156	MODIFY FENCING	1 LS	*****	1,100.00	*****	561.00	*****	2,000.00	*****	2,500.00
157	CEMENT CONC. SIDEWALK	4091 SY	35.00	143,185.00	57.00	233,187.00	29.25	119,661.75	52.00	212,732.00
158	RAMP DETECTABLE WARNING	720 SF	20.00	14,400.00	23.00	16,560.00	20.00	14,400.00	20.00	14,400.00
159	RELOCATE CUSTER MAILBOX - EVERETT	1 LS	*****	1,500.00	*****	5,442.00	*****	3,000.00	*****	2,000.00
160	SIGNING, PERMANENT	1 LS	*****	21,000.00	*****	20,698.00	*****	18,000.00	*****	19,130.00
161	PAVEMENT MARKING - DURABLE HEAT APPLIED	95 SF	10.00	950.00	10.00	950.00	12.20	1,159.00	13.00	1,235.00
Schedule Totals				945,251.00		1,016,046.53		1,112,162.00		1,296,623.90

<i>Project Number:</i> 2013160			<i>Engineer's Estimate</i>		T LaRiviere Equipment & Excavation Inc		Bacon Concrete Inc		Cameron-Reilly LLC	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> Regal-Bemiss-Shaw Pedestrian Safety					Sales tax shall be included in unit prices					
201	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
202	SPCC PLAN	1 LS	*****	1,000.00	*****	562.00	*****	2,000.00	*****	500.00
203	POTHOLING	10 EA	300.00	3,000.00	290.00	2,900.00	250.00	2,500.00	300.00	3,000.00
204	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	500.00	1,000.00	506.00	1,012.00	500.00	1,000.00	800.00	1,600.00
205	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	2,811.00	*****	2,500.00	*****	4,500.00
206	MOBILIZATION	1 LS	*****	36,000.00	*****	37,787.00	*****	45,000.00	*****	77,694.00
207	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	15,000.00	*****	29,684.00	*****	20,000.00	*****	21,200.00
208	SEQUENTIAL ARROW SIGN	400 HR	5.00	2,000.00	2.25	900.00	4.00	1,600.00	2.25	900.00
209	TYPE III BARRICADE	24 EA	50.00	1,200.00	45.00	1,080.00	50.00	1,200.00	100.00	2,400.00
210	CLEARING AND GRUBBING	1 LS	*****	1,000.00	*****	2,811.00	*****	8,500.00	*****	22,000.00
211	AIR OR HYDRO EVACUATION	2 EA	350.00	700.00	418.00	836.00	520.00	1,040.00	550.00	1,100.00
212	REMOVE TREE, CLASS II	1 EA	275.00	275.00	364.00	364.00	1,420.00	1,420.00	1,200.00	1,200.00
213	TREE PRUNING	6 EA	300.00	1,800.00	787.00	4,722.00	3,670.00	22,020.00	225.00	1,350.00
214	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,200.00	*****	5,621.00	*****	7,000.00	*****	6,500.00
215	REMOVE EXISTING CURB	2593 LF	6.00	15,558.00	6.33	16,413.69	11.00	28,523.00	10.00	25,930.00
216	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1140 SY	8.00	9,120.00	6.72	7,660.80	17.00	19,380.00	16.00	18,240.00
217	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	10 EA	500.00	5,000.00	380.00	3,800.00	550.00	5,500.00	1,000.00	10,000.00
218	REMOVE EXISTING <12 IN. DIAMETER PIPE	278 LF	6.00	1,668.00	6.82	1,895.96	8.50	2,363.00	50.00	13,900.00
219	SAWCUTTING CURB	81 EA	15.00	1,215.00	28.00	2,268.00	35.00	2,835.00	50.00	4,050.00

<i>Project Number:</i> 2013160			<i>Engineer's Estimate</i>		T LaRiviere Equipment & Excavation Inc		Bacon Concrete Inc		Cameron-Reilly LLC	
<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</i>	<i>02</i>	Regal-Bemiss-Shaw Pedestrian Safety				Sales tax shall be included in unit prices				
220	SAWCUTTING RIGID PAVEMENT	1020 LFI	1.25	1,275.00	0.96	979.20	1.40	1,428.00	1.00	1,020.00
221	SAWCUTTING FLEXIBLE PAVEMENT	22130 LFI	0.75	16,597.50	0.28	6,196.40	0.65	14,384.50	0.90	19,917.00
222	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	10 EA	700.00	7,000.00	472.00	4,720.00	840.00	8,400.00	850.00	8,500.00
223	CSTC FOR SIDEWALK AND DRIVEWAYS	227 CY	75.00	17,025.00	39.00	8,853.00	74.00	16,798.00	75.00	17,025.00
224	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	636 SY	30.00	19,080.00	33.00	20,988.00	20.40	12,974.40	33.00	20,988.00
225	PAVEMENT REPAIR EXCAVATION INCL. HAUL	636 SY	35.00	22,260.00	13.00	8,268.00	104.00	66,144.00	30.00	19,080.00
226	CEMENT CONCRETE CURB WALL	131 LF	18.00	2,358.00	84.00	11,004.00	58.00	7,598.00	45.00	5,895.00
227	CATCH BASIN TYPE 1	4 EA	1,800.00	7,200.00	1,964.00	7,856.00	2,800.00	11,200.00	2,300.00	9,200.00
228	CATCH BASIN TYPE 3	18 EA	2,100.00	37,800.00	2,209.00	39,762.00	3,100.00	55,800.00	2,800.00	50,400.00
229	FLOW THROUGH SIDEWALK	1 LS	*****	2,400.00	*****	8,500.00	*****	1,050.00	*****	12,000.00
230	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	700.00	700.00	389.00	389.00	800.00	800.00	1,500.00	1,500.00
231	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	6 EA	625.00	3,750.00	338.00	2,028.00	550.00	3,300.00	600.00	3,600.00
232	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	3 EA	650.00	1,950.00	338.00	1,014.00	650.00	1,950.00	600.00	1,800.00
233	VALVE BOX AND COVER	13 EA	375.00	4,875.00	187.00	2,431.00	510.00	6,630.00	500.00	6,500.00
234	CLEANING EXISTING DRAINAGE STRUCTURE	5 EA	300.00	1,500.00	321.00	1,605.00	290.00	1,450.00	300.00	1,500.00
235	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	18.00	90.00	16.00	80.00	100.00	500.00	100.00	500.00
236	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	24.00	120.00	35.00	175.00	50.00	250.00	100.00	500.00
237	IMPORTED BACKFILL	5 CY	40.00	200.00	34.00	170.00	50.00	250.00	100.00	500.00

<i>Project Number:</i> 2013160			<i>Engineer's Estimate</i>		T LaRiviere Equipment & Excavation Inc		Bacon Concrete Inc		Cameron-Reilly LLC	
<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</i> <i>02</i>	Regal-Bemiss-Shaw Pedestrian Safety				Sales tax shall be included in unit prices					
238	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	675.00	*****	1,000.00	*****	750.00
239	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	653 LF	48.00	31,344.00	39.00	25,467.00	70.40	45,971.20	65.00	42,445.00
240	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	8 EA	300.00	2,400.00	959.00	7,672.00	290.00	2,320.00	750.00	6,000.00
241	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	11 EA	200.00	2,200.00	465.00	5,115.00	265.00	2,915.00	500.00	5,500.00
242	PLUGGING EXISTING PIPE	9 EA	125.00	1,125.00	433.00	3,897.00	200.00	1,800.00	500.00	4,500.00
243	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	1,687.00	*****	8,000.00	*****	750.00
244	CLEANING EXISTING SANITARY SEWER	5 EA	325.00	1,625.00	313.00	1,565.00	350.00	1,750.00	500.00	2,500.00
245	ESC LEAD	1 LS	*****	600.00	*****	562.00	*****	2,000.00	*****	750.00
246	INLET PROTECTION	34 EA	80.00	2,720.00	84.00	2,856.00	90.00	3,060.00	100.00	3,400.00
247	TOPSOIL TYPE A, 2 INCH THICK	383 SY	8.00	3,064.00	11.00	4,213.00	10.00	3,830.00	5.50	2,106.50
248	SOD INSTALLATION	383 SY	10.00	3,830.00	17.00	6,511.00	25.00	9,575.00	16.00	6,128.00
249	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	1,687.00	*****	2,500.00	*****	9,680.00
250	CEMENT CONCRETE CURB	268 LF	20.00	5,360.00	29.00	7,772.00	23.00	6,164.00	27.00	7,236.00
251	CEMENT CONC. CURB AND GUTTER	2431 LF	21.00	51,051.00	38.00	92,378.00	26.00	63,206.00	32.00	77,792.00
252	CEMENT CONCRETE DRIVEWAY	345 SY	48.00	16,560.00	64.00	22,080.00	42.75	14,748.75	65.00	22,425.00
253	CEMENT CONCRETE DRIVEWAY TRANSITION	76 SY	40.00	3,040.00	63.00	4,788.00	40.00	3,040.00	65.00	4,940.00
254	CEMENT CONC. SIDEWALK	2209 SY	35.00	77,315.00	57.00	125,913.00	29.25	64,613.25	52.00	114,868.00
255	RAMP DETECTABLE WARNING	400 SF	20.00	8,000.00	23.00	9,200.00	20.00	8,000.00	20.00	8,000.00

Project Number: 2013160			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Bacon Concrete Inc		Cameron-Reilly LLC	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description					Tax Classification					
Schedule 02		Regal-Bemiss-Shaw Pedestrian Safety				Sales tax shall be included in unit prices				
256	RELOCATE CLUSTER MAILBOX - STONE	1 LS	*****	1,500.00	*****	3,935.00	*****	4,000.00	*****	2,000.00
257	SIGNING, PERMANENT	1 LS	*****	22,000.00	*****	23,427.00	*****	20,500.00	*****	21,841.00
258	REMOVAL OF EXISTING PAVEMENT MARKINGS	473 SF	4.50	2,128.50	7.70	3,642.10	6.00	2,838.00	6.25	2,956.25
259	PAVEMENT MARKING - DURABLE HEAT APPLIED	586 SF	10.00	5,860.00	10.00	5,860.00	12.25	7,178.50	12.80	7,500.80
Schedule Totals				492,140.00		609,050.15		664,298.60		750,558.55

<i>Project Number:</i> 2013160			<i>Engineer's Estimate</i>		William Winkler 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> Ridgeview Pedestrian Safety					Sales tax shall be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	895.50	*****	0.00	*****	0.00
103	POTHOLING	10 EA	300.00	3,000.00	265.00	2,650.00	0.00	0.00	0.00	0.00
104	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	500.00	3,000.00	761.00	4,566.00	0.00	0.00	0.00	0.00
105	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	1,826.00	*****	0.00	*****	0.00
106	MOBILIZATION	1 LS	*****	70,000.00	*****	69,004.00	*****	0.00	*****	0.00
107	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	15,000.00	*****	26,000.00	*****	0.00	*****	0.00
108	SEQUENTIAL ARROW SIGN	770 HR	5.00	3,850.00	2.25	1,732.50	0.00	0.00	0.00	0.00
109	TYPE III BARRICADE	24 EA	50.00	1,200.00	44.60	1,070.40	0.00	0.00	0.00	0.00
110	CLEARING AND GRUBBING	1 LS	*****	1,000.00	*****	11,237.00	*****	0.00	*****	0.00
111	AIR OR HYDRO EVACUATION	12 EA	350.00	4,200.00	530.00	6,360.00	0.00	0.00	0.00	0.00
112	REMOVE TREE, CLASS I	1 EA	150.00	150.00	385.00	385.00	0.00	0.00	0.00	0.00
113	REMOVE TREE, CLASS II	1 EA	275.00	275.00	1,088.00	1,088.00	0.00	0.00	0.00	0.00
114	REMOVE TREE, CLASS III	6 EA	650.00	3,900.00	3,722.00	22,332.00	0.00	0.00	0.00	0.00
115	TREE PRUNING	12 EA	300.00	3,600.00	193.00	2,316.00	0.00	0.00	0.00	0.00
116	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,200.00	*****	28,923.00	*****	0.00	*****	0.00
117	REMOVE EXISTING CURB	3708 LF	6.00	22,248.00	8.00	29,664.00	0.00	0.00	0.00	0.00
118	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1362 SY	8.00	10,896.00	30.60	41,677.20	0.00	0.00	0.00	0.00
119	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	19 EA	500.00	9,500.00	487.50	9,262.50	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2013160			<i>Engineer's Estimate</i>		William Winkler 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> Ridgeview Pedestrian Safety					Sales tax shall be included in unit prices					
120	REMOVE EXISTING <12IN. DIAMETER PIPE	222 LF	6.00	1,332.00	28.50	6,327.00	0.00	0.00	0.00	0.00
121	SAWCUTTING CURB	188 EA	15.00	2,820.00	27.90	5,245.20	0.00	0.00	0.00	0.00
122	SAWCUTTING RIGID PAVEMENT	2699 LFI	1.25	3,373.75	1.35	3,643.65	0.00	0.00	0.00	0.00
123	SAWCUTTING FLEXIBLE PAVEMENT	21231 LFI	0.75	15,923.25	0.36	7,643.16	0.00	0.00	0.00	0.00
124	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	5 EA	700.00	3,500.00	1,785.00	8,925.00	0.00	0.00	0.00	0.00
125	CSTC FOR SIDEWALK AND DRIVEWAYS	318 CY	75.00	23,850.00	161.50	51,357.00	0.00	0.00	0.00	0.00
126	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	4167 SY	30.00	125,010.00	20.30	84,590.10	0.00	0.00	0.00	0.00
127	HMA FOR TRANSITION CL. 1/2 IN. PG 64-28, 2 INCH THICK	23 SY	45.00	1,035.00	109.50	2,518.50	0.00	0.00	0.00	0.00
128	PAVEMENT REPAIR EXCAVATION INCL. HAUL	4167 SY	35.00	145,845.00	21.10	87,923.70	0.00	0.00	0.00	0.00
129	CEMENT CONCRETE CURB WALL	479 LF	18.00	8,622.00	74.60	35,733.40	0.00	0.00	0.00	0.00
130	RECONSTRUCT BLOCK WALL	1 LS	*****	1,200.00	*****	5,559.00	*****	0.00	*****	0.00
131	ADJUST EXISTING MANHOLE, CATCH BASIN, OR DRYWELL, OR INLET IN ASPHALT	2 EA	600.00	1,200.00	309.00	618.00	0.00	0.00	0.00	0.00
132	CATCH BASIN TYPE 1	17 EA	1,800.00	30,600.00	2,367.00	40,239.00	0.00	0.00	0.00	0.00
133	CATCH BASIN TYPE 3	21 EA	2,100.00	44,100.00	2,416.00	50,736.00	0.00	0.00	0.00	0.00
134	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	6 EA	625.00	3,750.00	622.50	3,735.00	0.00	0.00	0.00	0.00
135	VALVE BOX AND COVER	5 EA	375.00	1,875.00	438.50	2,192.50	0.00	0.00	0.00	0.00
136	CLEANING EXISTING DRAINAGE STRUCTURE	13 EA	300.00	3,900.00	322.00	4,186.00	0.00	0.00	0.00	0.00
137	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	18.00	90.00	207.50	1,037.50	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2013160			<i>Engineer's Estimate</i>		William Winkler 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> Ridgeview Pedestrian Safety					Sales tax shall be included in unit prices					
138	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	24.00	120.00	265.50	1,327.50	0.00	0.00	0.00	0.00
139	IMPORTED BACKFILL	5 CY	40.00	200.00	265.50	1,327.50	0.00	0.00	0.00	0.00
140	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	1,499.00	*****	0.00	*****	0.00
141	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	763 LF	48.00	36,624.00	37.00	28,231.00	0.00	0.00	0.00	0.00
142	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	6 EA	300.00	1,800.00	304.00	1,824.00	0.00	0.00	0.00	0.00
143	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	32 EA	200.00	6,400.00	334.00	10,688.00	0.00	0.00	0.00	0.00
144	PLUGGING EXISTING PIPE	2 EA	125.00	250.00	445.50	891.00	0.00	0.00	0.00	0.00
145	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	1,281.00	*****	0.00	*****	0.00
146	CLEANING EXISTING SANITARY SEWER	6 EA	325.00	1,950.00	322.00	1,932.00	0.00	0.00	0.00	0.00
147	ESC LEAD	1 LS	*****	600.00	*****	3,174.00	*****	0.00	*****	0.00
148	INLET PROTECTION	50 EA	80.00	4,000.00	66.50	3,325.00	0.00	0.00	0.00	0.00
149	TOPSOIL TYPE A, 2 INCH THICK	1026 SY	8.00	8,208.00	5.85	6,002.10	0.00	0.00	0.00	0.00
150	SOD INSTALLATION	1026 SY	10.00	10,260.00	12.00	12,312.00	0.00	0.00	0.00	0.00
151	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	7,410.00	*****	0.00	*****	0.00
152	CEMENT CONCRETE CURB	1070 LF	20.00	21,400.00	28.60	30,602.00	0.00	0.00	0.00	0.00
153	CEMENT CONC. CURB AND GUTTER	2534 LF	21.00	53,214.00	45.10	114,283.40	0.00	0.00	0.00	0.00
154	CEMENT CONCRETE DRIVEWAY	638 SY	48.00	30,624.00	74.70	47,658.60	0.00	0.00	0.00	0.00
155	CEMENT CONCRETE DRIVEWAY TRANSITION	198 SY	40.00	7,920.00	74.70	14,790.60	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2013160			<i>Engineer's Estimate</i>		William Winkler 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>

Schedule Description

Tax Classification

Schedule 01

Ridgeview Pedestrian Safety

Sales tax shall be included in unit prices

156	MODIFY FENCING	1 LS	*****	1,100.00	*****	8,052.00	*****	0.00	*****	0.00
157	CEMENT CONC. SIDEWALK	4091 SY	35.00	143,185.00	68.30	279,415.30	0.00	0.00	0.00	0.00
158	RAMP DETECTABLE WARNING	720 SF	20.00	14,400.00	20.50	14,760.00	0.00	0.00	0.00	0.00
159	RELOCATE CUSTER MAILBOX - EVERETT	1 LS	*****	1,500.00	*****	8,165.00	*****	0.00	*****	0.00
160	SIGNING, PERMANENT	1 LS	*****	21,000.00	*****	19,407.00	*****	0.00	*****	0.00
161	PAVEMENT MARKING - DURABLE HEAT APPLIED	95 SF	10.00	950.00	13.00	1,235.00	0.00	0.00	0.00	0.00
<i>Schedule Totals</i>				945,251.00		1,282,792.81		0.00		0.00

<i>Project Number:</i> 2013160			<i>Engineer's Estimate</i>		William Winkler 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 02</i> Regal-Bemiss-Shaw Pedestrian Safety					Sales tax shall be included in unit prices					
201	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
202	SPCC PLAN	1 LS	*****	1,000.00	*****	895.50	*****	0.00	*****	0.00
203	POTHOLING	10 EA	300.00	3,000.00	265.00	2,650.00	0.00	0.00	0.00	0.00
204	REFERENCE AND REESTABLISH SURVEY MONUMENT	2 EA	500.00	1,000.00	761.00	1,522.00	0.00	0.00	0.00	0.00
205	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	1,826.00	*****	0.00	*****	0.00
206	MOBILIZATION	1 LS	*****	36,000.00	*****	50,297.00	*****	0.00	*****	0.00
207	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	15,000.00	*****	26,000.00	*****	0.00	*****	0.00
208	SEQUENTIAL ARROW SIGN	400 HR	5.00	2,000.00	2.25	900.00	0.00	0.00	0.00	0.00
209	TYPE III BARRICADE	24 EA	50.00	1,200.00	44.60	1,070.40	0.00	0.00	0.00	0.00
210	CLEARING AND GRUBBING	1 LS	*****	1,000.00	*****	11,237.00	*****	0.00	*****	0.00
211	AIR OR HYDRO EVACUATION	2 EA	350.00	700.00	530.00	1,060.00	0.00	0.00	0.00	0.00
212	REMOVE TREE, CLASS II	1 EA	275.00	275.00	1,088.00	1,088.00	0.00	0.00	0.00	0.00
213	TREE PRUNING	6 EA	300.00	1,800.00	193.00	1,158.00	0.00	0.00	0.00	0.00
214	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	1,200.00	*****	27,788.00	*****	0.00	*****	0.00
215	REMOVE EXISTING CURB	2593 LF	6.00	15,558.00	8.00	20,744.00	0.00	0.00	0.00	0.00
216	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1140 SY	8.00	9,120.00	30.40	34,656.00	0.00	0.00	0.00	0.00
217	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	10 EA	500.00	5,000.00	487.00	4,870.00	0.00	0.00	0.00	0.00
218	REMOVE EXISTING <12 IN. DIAMETER PIPE	278 LF	6.00	1,668.00	28.20	7,839.60	0.00	0.00	0.00	0.00
219	SAWCUTTING CURB	81 EA	15.00	1,215.00	27.90	2,259.90	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2013160			<i>Engineer's Estimate</i>		William Winkler 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 02</i> Regal-Bemiss-Shaw Pedestrian Safety					Sales tax shall be included in unit prices					
220	SAWCUTTING RIGID PAVEMENT	1020 LFI	1.25	1,275.00	1.35	1,377.00	0.00	0.00	0.00	0.00
221	SAWCUTTING FLEXIBLE PAVEMENT	22130 LFI	0.75	16,597.50	0.36	7,966.80	0.00	0.00	0.00	0.00
222	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	10 EA	700.00	7,000.00	1,528.00	15,280.00	0.00	0.00	0.00	0.00
223	CSTC FOR SIDEWALK AND DRIVEWAYS	227 CY	75.00	17,025.00	100.00	22,700.00	0.00	0.00	0.00	0.00
224	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	636 SY	30.00	19,080.00	32.80	20,860.80	0.00	0.00	0.00	0.00
225	PAVEMENT REPAIR EXCAVATION INCL. HAUL	636 SY	35.00	22,260.00	21.10	13,419.60	0.00	0.00	0.00	0.00
226	CEMENT CONCRETE CURB WALL	131 LF	18.00	2,358.00	74.60	9,772.60	0.00	0.00	0.00	0.00
227	CATCH BASIN TYPE 1	4 EA	1,800.00	7,200.00	2,367.00	9,468.00	0.00	0.00	0.00	0.00
228	CATCH BASIN TYPE 3	18 EA	2,100.00	37,800.00	2,416.00	43,488.00	0.00	0.00	0.00	0.00
229	FLOW THROUGH SIDEWALK	1 LS	*****	2,400.00	*****	6,929.00	*****	0.00	*****	0.00
230	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	700.00	700.00	678.00	678.00	0.00	0.00	0.00	0.00
231	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	6 EA	625.00	3,750.00	622.50	3,735.00	0.00	0.00	0.00	0.00
232	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	3 EA	650.00	1,950.00	664.50	1,993.50	0.00	0.00	0.00	0.00
233	VALVE BOX AND COVER	13 EA	375.00	4,875.00	438.50	5,700.50	0.00	0.00	0.00	0.00
234	CLEANING EXISTING DRAINAGE STRUCTURE	5 EA	300.00	1,500.00	322.00	1,610.00	0.00	0.00	0.00	0.00
235	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	18.00	90.00	207.50	1,037.50	0.00	0.00	0.00	0.00
236	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	24.00	120.00	265.50	1,327.50	0.00	0.00	0.00	0.00
237	IMPORTED BACKFILL	5 CY	40.00	200.00	265.50	1,327.50	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2013160			<i>Engineer's Estimate</i>		William Winkler 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 02</i> Regal-Bemiss-Shaw Pedestrian Safety					Sales tax shall be included in unit prices					
238	TRENCH SAFETY SYSTEM	1 LS	*****	1,000.00	*****	1,499.00	*****	0.00	*****	0.00
239	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	653 LF	48.00	31,344.00	37.40	24,422.20	0.00	0.00	0.00	0.00
240	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	8 EA	300.00	2,400.00	292.50	2,340.00	0.00	0.00	0.00	0.00
241	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	11 EA	200.00	2,200.00	334.00	3,674.00	0.00	0.00	0.00	0.00
242	PLUGGING EXISTING PIPE	9 EA	125.00	1,125.00	250.50	2,254.50	0.00	0.00	0.00	0.00
243	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,000.00	*****	1,281.00	*****	0.00	*****	0.00
244	CLEANING EXISTING SANITARY SEWER	5 EA	325.00	1,625.00	322.00	1,610.00	0.00	0.00	0.00	0.00
245	ESC LEAD	1 LS	*****	600.00	*****	3,174.00	*****	0.00	*****	0.00
246	INLET PROTECTION	34 EA	80.00	2,720.00	66.50	2,261.00	0.00	0.00	0.00	0.00
247	TOPSOIL TYPE A, 2 INCH THICK	383 SY	8.00	3,064.00	5.85	2,240.55	0.00	0.00	0.00	0.00
248	SOD INSTALLATION	383 SY	10.00	3,830.00	12.00	4,596.00	0.00	0.00	0.00	0.00
249	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	7,410.00	*****	0.00	*****	0.00
250	CEMENT CONCRETE CURB	268 LF	20.00	5,360.00	28.60	7,664.80	0.00	0.00	0.00	0.00
251	CEMENT CONC. CURB AND GUTTER	2431 LF	21.00	51,051.00	45.10	109,638.10	0.00	0.00	0.00	0.00
252	CEMENT CONCRETE DRIVEWAY	345 SY	48.00	16,560.00	74.70	25,771.50	0.00	0.00	0.00	0.00
253	CEMENT CONCRETE DRIVEWAY TRANSITION	76 SY	40.00	3,040.00	74.70	5,677.20	0.00	0.00	0.00	0.00
254	CEMENT CONC. SIDEWALK	2209 SY	35.00	77,315.00	68.30	150,874.70	0.00	0.00	0.00	0.00
255	RAMP DETECTABLE WARNING	400 SF	20.00	8,000.00	20.50	8,200.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2013160			<i>Engineer's Estimate</i>		William Winkler 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 02</i>		Regal-Bemiss-Shaw Pedestrian Safety				Sales tax shall be included in unit prices				
256	RELOCATE CLUSTER MAILBOX - STONE	1 LS	*****	1,500.00	*****	6,658.00	*****	0.00	*****	0.00
257	SIGNING, PERMANENT	1 LS	*****	22,000.00	*****	22,158.00	*****	0.00	*****	0.00
258	REMOVAL OF EXISTING PAVEMENT MARKINGS	473 SF	4.50	2,128.50	6.25	2,956.25	0.00	0.00	0.00	0.00
259	PAVEMENT MARKING - DURABLE HEAT APPLIED	586 SF	10.00	5,860.00	13.00	7,618.00	0.00	0.00	0.00	0.00
<i>Schedule Totals</i>				492,140.00		770,512.50		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	945,251.00	492,140.00	0.00	0.00	0.00	0.00	0.00	0.00	1,437,391.00
T LaRiviere Equipment	1,016,046.53	609,050.15	0.00	0.00	0.00	0.00	0.00	0.00	1,625,096.68
Bacon Concrete Inc	1,112,162.00	664,298.60	0.00	0.00	0.00	0.00	0.00	0.00	1,776,460.60
Cameron-Reilly LLC	1,296,623.90	750,558.55	0.00	0.00	0.00	0.00	0.00	0.00	2,047,182.45
William Winkler Compa	1,282,792.81	770,512.50	0.00	0.00	0.00	0.00	0.00	0.00	2,053,305.31

Low Bid Contractor: T LaRiviere Equipment & Excavation Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,016,046.53	\$945,251.00	7.49	% Over Estimate
Schedule 02	\$609,050.15	\$492,140.00	23.76	% Over Estimate
Bid Totals	\$1,625,096.68	\$1,437,391.00	13.06	% Over Estimate

BRIEFING PAPER
Public Works Committee
Engineering Services
May 8, 2017

Subject:

Ridgeview Pedestrian Safety (Sidewalk) Project (2013160)
Regal Bemiss Shaw Pedestrian Safety (Sidewalk) Project (2015116)

Background:

This project constructs sidewalks at various locations around the above named elementary schools. Locations were selected in conjunction with District 81's transportation coordinator.

Due to similarity in work and funding, these two projects will be combined into a single project. Work will be done mostly in the summer when students are out of school.

Public Impact:

This work will require lane closures in some locations and have no effect on traffic in other locations.

Action:

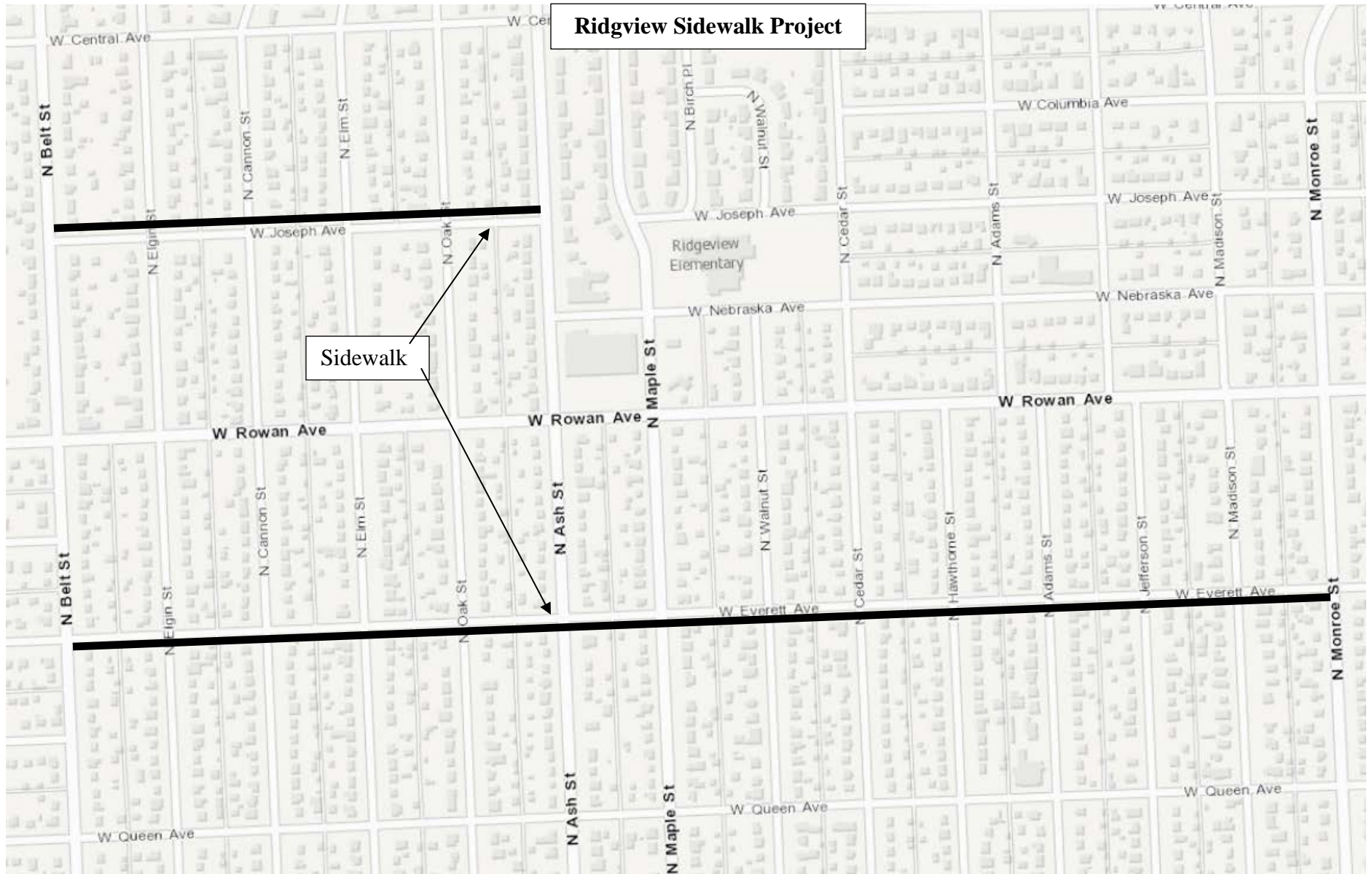
This background information is provided for Council consideration. The preliminary Engineer's Estimate for this project is approximately \$1,450,000. This project will advertise in mid-May with bid opening in early June. We plan to put this project on council advanced agenda shortly thereafter.

Funding

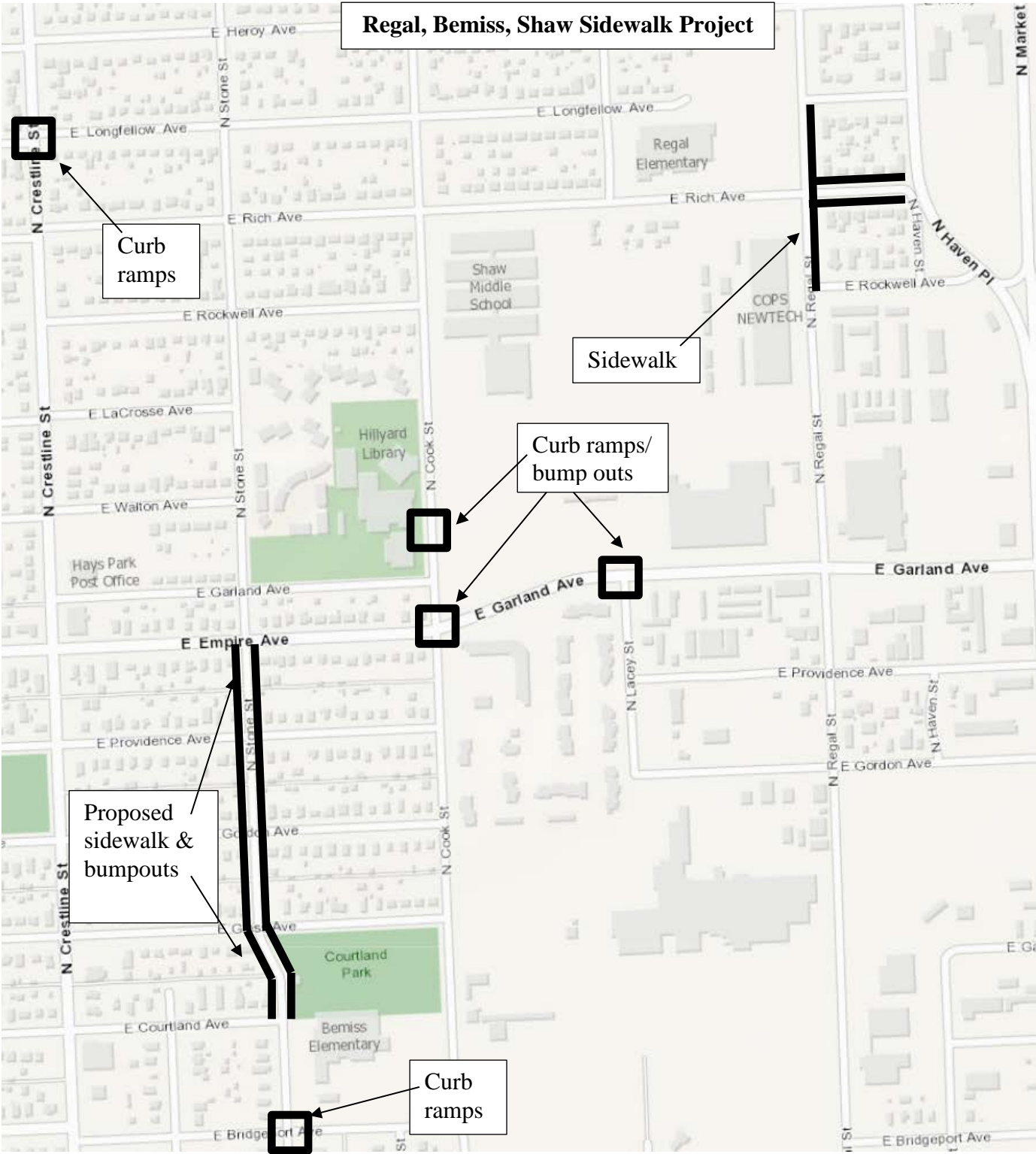
These two projects are federally funded.

Ridgeview Sidewalk Project

Sidewalk



Regal, Bemiss, Shaw Sidewalk Project





Agenda Sheet for City Council Meeting of:

07/10/2017

Date Rec'd	6/20/2017
Clerk's File #	PRO 2017-0023
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2017044
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 18225
Agenda Item Name	0370 - LOW BID AWARD - INLAND ASPHALT COMPANY		

Agenda Wording

Low Bid of Inland Asphalt Company (Spokane, WA) for 2017 Residential Grind & Overlay Projects - \$1,430,615.00. An administrative reserve of \$143,061.50, which is 10% of the contract price, will be set aside. (Various Neighborhood Councils)

Summary (Background)

On June 19, 2017 bids were opened for the above project. The low bid was from Inland Asphalt Company in the amount of \$1,430,615.00, which is \$69,948.25 or 5.4% over the Engineer's Estimate; Three other bids were received as follows: Shamrock Paving, Inc. - \$1,555,555.55; DW Excavating, Inc. - \$2,093,162.00; and Poe Asphalt Paving - \$2,211,990.00.

Fiscal Impact		Budget Account	
Expense	\$ 916,442.23	#	6785 49837 42800 54201 99999
Expense	\$ 245,471.66	#	4250 43387 94000 56501 99999
Expense	\$ 262,535.32	#	4250 43387 94000 56501 99999
Expense	\$ 149,227.29	#	4100 42420 34148 54809 99999
Approvals		Council Notifications	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Public Works 5/8/17
<u>Finance</u>	HUGHES, MICHELLE	Distribution List	
<u>Legal</u>	WHALEY, HUNT	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	kgoodman@spokanecity.org	
Additional Approvals		mhughes@spokanecity.org	
<u>Purchasing</u>		mdoval@spokanecity.org	
		kschmitt@spokanecity.org	
		htrautman@spokanecity.org	
		kbustos@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Engineering Services
May 8, 2017

Subject:

2017 Residential Grind and Overlay Project (2017044)

Background:

This project will grind and overlay various streets as shown on the attached exhibits.

More specifically, the project will taper grind seven feet next to the curb in order to provide a finished 4"-6" curb reveal. Various sections will be patched full depth. Finally, a 2" asphalt overlay will be applied to the entire road, curb to curb. Curb ramps will also be upgraded.

One of the streets (Francis Avenue at Driscoll Boulevard) is being repaved due to a flooding episode last year in a sewer main which is being funded by the Sewer Department.

One of the streets (Havana Street between Trent Avenue and Mission Avenue) is being repaved due to a flooding episode last year caused by a water main break. This repair is being funded by the Water Department.

Impact

Public involvement consisted of sending a letter to the property owners fronting the streets indicated on the attached exhibits.

Residents will have access to their homes during construction which will occur this summer.

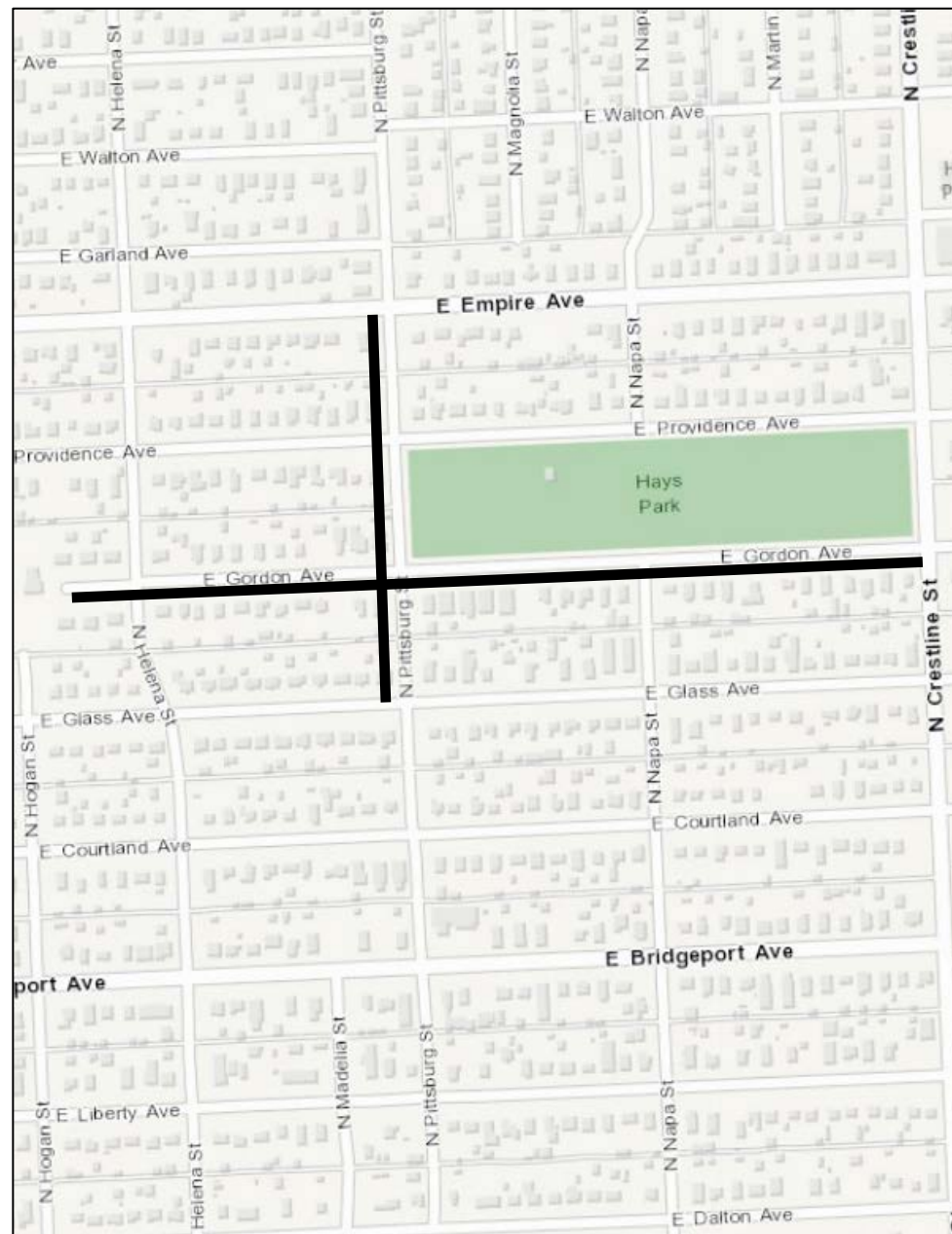
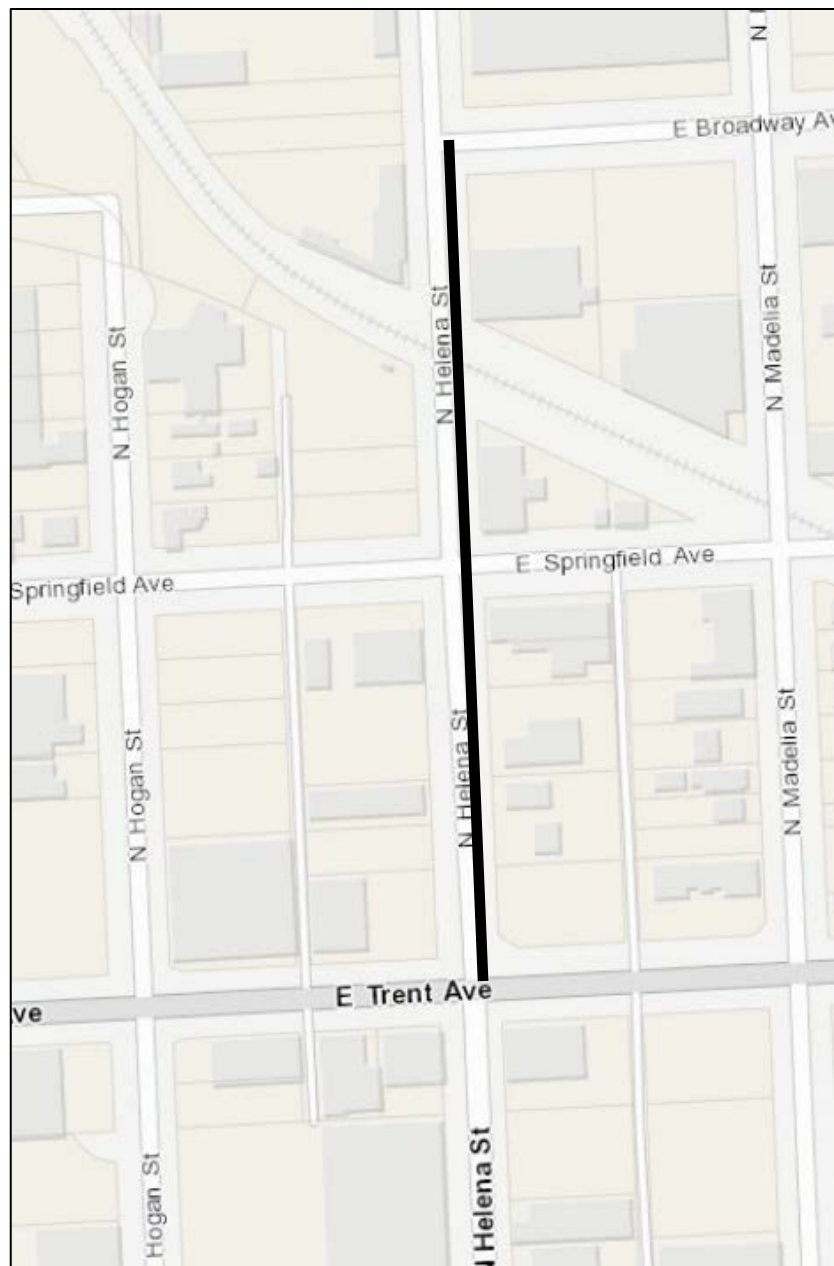
Action

This background information is provided for council consideration. This project will advertise in mid-May with bid opening in early June. We plan to put this project on council advanced agenda shortly thereafter.

Funding

This project is funded with Transportation Benefit District funds except as noted above.







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

Project Number: 2017044

Project Description 2017 Residential Grind & Overlay Projects

Original Date 5/19/2017 9:14:00 AM

Funding Source Local

Update Date 6/19/2017 3:13:26 PM

Preparer Rich Proszek

Addendum

Project Number: 2017044			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		DW Excavating, Inc_	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01 Street & Storm Improvements

Sales tax shall be included in unit prices

101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	750.00	*****	1,000.00	*****	1,000.00	*****	700.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	15 EA	450.00	6,750.00	490.00	7,350.00	500.00	7,500.00	778.00	11,670.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	2,500.00	*****	3,350.00	*****	3,500.00	*****	2,780.00
105	MOBILIZATION	1 LS	*****	101,000.00	*****	124,429.95	*****	103,885.65	*****	154,500.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	60,000.00	*****	79,000.00	*****	115,000.00	*****	77,500.00
107	SPECIAL SIGNS	128 SF	20.00	2,560.00	11.20	1,433.60	15.00	1,920.00	14.00	1,792.00
108	SEQUENTIAL ARROW SIGN	1600 HR	4.00	6,400.00	2.25	3,600.00	1.50	2,400.00	2.82	4,512.00
109	PORTABLE CHANGEABLE MESSAGE SIGN	510 HR	7.00	3,570.00	4.00	2,040.00	5.25	2,677.50	5.00	2,550.00
110	TYPE III BARRICADE	48 EA	75.00	3,600.00	39.00	1,872.00	45.00	2,160.00	50.00	2,400.00
111	AIR OR HYDRO EVACUATION	10 EA	400.00	4,000.00	585.00	5,850.00	600.00	6,000.00	500.00	5,000.00
112	REMOVE TREE, CLASS I	1 EA	235.00	235.00	235.00	235.00	350.00	350.00	775.00	775.00
113	REMOVE TREE, CLASS III	1 EA	2,200.00	2,200.00	2,000.00	2,000.00	1,900.00	1,900.00	1,550.00	1,550.00
114	TREE PRUNING	108 EA	270.00	29,160.00	105.00	11,340.00	110.00	11,880.00	282.25	30,483.00

<i>Project Number:</i> 2017044			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street & Storm Improvements					Sales tax shall be included in unit prices					
115	REMOVE EXISTING CURB	1737 LF	6.00	10,422.00	10.00	17,370.00	13.00	22,581.00	6.00	10,422.00
116	REMOVE EXISTING CURB AND GUTTER	150 LF	7.00	1,050.00	11.00	1,650.00	17.00	2,550.00	10.68	1,602.00
117	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	755 SY	12.00	9,060.00	11.00	8,305.00	17.00	12,835.00	13.00	9,815.00
118	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	8 EA	575.00	4,600.00	555.00	4,440.00	650.00	5,200.00	720.00	5,760.00
119	SAWCUTTING CURB	104 EA	40.00	4,160.00	25.00	2,600.00	30.00	3,120.00	32.75	3,406.00
120	SAWCUTTING RIGID PAVEMENT	1265 LFI	2.00	2,530.00	1.00	1,265.00	1.50	1,897.50	1.00	1,265.00
121	SAWCUTTING FLEXIBLE PAVEMENT	32265 LFI	0.75	24,198.75	0.28	9,034.20	0.35	11,292.75	0.30	9,679.50
122	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	5 EA	430.00	2,150.00	335.00	1,675.00	600.00	3,000.00	995.00	4,975.00
123	ROADWAY EXCAVATION INCL. HAUL	1525 CY	18.00	27,450.00	20.00	30,500.00	31.00	47,275.00	29.00	44,225.00
124	REMOVE UNSUITABLE FOUNDATION MATERIAL	155 CY	20.00	3,100.00	27.80	4,309.00	28.00	4,340.00	31.00	4,805.00
125	REPLACE UNSUITABLE FOUNDATION MATERIAL	155 CY	25.00	3,875.00	27.80	4,309.00	50.00	7,750.00	50.00	7,750.00
126	PREPARATION OF UNTREATED ROADWAY	4000 SY	2.00	8,000.00	2.50	10,000.00	2.50	10,000.00	3.54	14,160.00
127	CONTROLLED DENSITY FILL	20 CY	95.00	1,900.00	140.00	2,800.00	165.00	3,300.00	350.00	7,000.00
128	CRUSHED SURFACING TOP COURSE	305 CY	45.00	13,725.00	52.60	16,043.00	58.00	17,690.00	85.00	25,925.00
129	CRUSHED SURFACING BASE COURSE	315 CY	42.00	13,230.00	50.40	15,876.00	50.00	15,750.00	59.00	18,585.00
130	CSTC FOR SIDEWALK AND DRIVEWAYS	35 CY	65.00	2,275.00	116.00	4,060.00	225.00	7,875.00	475.00	16,625.00
131	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	28470 SY	9.00	256,230.00	9.50	270,465.00	9.60	273,312.00	13.60	387,192.00
132	HMA CL. 1/2 IN. PG 70-28, 6 INCH THICK	1145 SY	29.00	33,205.00	26.70	30,571.50	34.00	38,930.00	38.50	44,082.50
133	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	325 TO	120.00	39,000.00	120.00	39,000.00	115.00	37,375.00	175.00	56,875.00

Project Number: 2017044			Engineer's Estimate		Inland Asphalt Company		Shamrock Paving Inc		DW Excavating, Inc_	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

Schedule Description

Tax Classification

Schedule 01

Street & Storm Improvements

Sales tax shall be included in unit prices

134	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	50 TO	120.00	6,000.00	140.00	7,000.00	155.00	7,750.00	205.00	10,250.00
135	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	2585 SY	32.00	82,720.00	25.50	65,917.50	38.00	98,230.00	37.00	95,645.00
136	CRACK SEALING 1-INCH to 3-INCH	41000 LF	1.10	45,100.00	1.28	52,480.00	1.00	41,000.00	5.68	232,880.00
137	CRACK SEALING 3-INCH to 6-INCH	300 LF	9.50	2,850.00	8.95	2,685.00	22.00	6,600.00	21.17	6,351.00
138	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2585 SY	27.00	69,795.00	24.50	63,332.50	36.00	93,060.00	36.60	94,611.00
139	PLANING BITUMINOUS PAVEMENT	12400 SY	6.50	80,600.00	4.90	60,760.00	5.00	62,000.00	2.96	36,704.00
140	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
141	COMPACTION PRICE ADJUSTMENT	1 CAL	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00	8,100.00
142	STORM SEWER PIPE 21 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	16 LF	90.00	1,440.00	87.00	1,392.00	70.00	1,120.00	125.00	2,000.00
143	MANHOLE TYPE I-48, BASIC PRICE	1 EA	3,000.00	3,000.00	3,890.00	3,890.00	4,500.00	4,500.00	3,400.00	3,400.00
144	DRYWELL TYPE 2	2 EA	3,700.00	7,400.00	3,890.00	7,780.00	5,000.00	10,000.00	4,250.00	8,500.00
145	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	3 EA	300.00	900.00	335.00	1,005.00	350.00	1,050.00	500.00	1,500.00
146	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	33 EA	450.00	14,850.00	500.00	16,500.00	550.00	18,150.00	525.00	17,325.00
147	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE	1 EA	450.00	450.00	445.00	445.00	565.00	565.00	620.00	620.00
148	CATCH BASIN TYPE 1	9 EA	1,800.00	16,200.00	2,225.00	20,025.00	2,300.00	20,700.00	2,800.00	25,200.00
149	CATCH BASIN TYPE 2	3 EA	2,000.00	6,000.00	2,445.00	7,335.00	2,500.00	7,500.00	2,890.00	8,670.00
150	RETROFIT TYPE 2 CATCH BASIN WITH FRAME & DUAL VANED GRATE	2 EA	900.00	1,800.00	890.00	1,780.00	1,050.00	2,100.00	2,740.00	5,480.00

<i>Project Number:</i> 2017044			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street & Storm Improvements					Sales tax shall be included in unit prices					
151	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	7 EA	800.00	5,600.00	890.00	6,230.00	825.00	5,775.00	930.00	6,510.00
152	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	7 EA	800.00	5,600.00	890.00	6,230.00	825.00	5,775.00	1,060.00	7,420.00
153	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & DIRECTIONAL VANED GRATE	5 EA	800.00	4,000.00	890.00	4,450.00	825.00	4,125.00	930.00	4,650.00
154	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	6 EA	700.00	4,200.00	670.00	4,020.00	825.00	4,950.00	867.00	5,202.00
155	VALVE BOX AND COVER	24 EA	400.00	9,600.00	445.00	10,680.00	425.00	10,200.00	605.00	14,520.00
156	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	20 EA	500.00	10,000.00	890.00	17,800.00	650.00	13,000.00	351.00	7,020.00
157	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	4 EA	300.00	1,200.00	335.00	1,340.00	500.00	2,000.00	273.00	1,092.00
158	CONNECT 21 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	1,700.00	3,400.00	1,115.00	2,230.00	900.00	1,800.00	750.00	1,500.00
159	CLEANING EXISTING DRAINAGE STRUCTURE	41 EA	275.00	11,275.00	335.00	13,735.00	300.00	12,300.00	250.00	10,250.00
160	TRENCH SAFETY SYSTEM	1 LS	*****	550.00	*****	600.00	*****	1,100.00	*****	2,000.00
161	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	640 LF	48.00	30,720.00	55.60	35,584.00	45.00	28,800.00	65.00	41,600.00
162	PLUGGING EXISTING PIPE	5 EA	280.00	1,400.00	555.00	2,775.00	250.00	1,250.00	145.00	725.00
163	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	550.00	*****	1,200.00	*****	330.00	*****	5,645.00
164	CLEANING EXISTING SANITARY SEWER	19 EA	285.00	5,415.00	445.00	8,455.00	275.00	5,225.00	775.00	14,725.00
165	ESC LEAD	1 LS	*****	2,500.00	*****	580.00	*****	1,700.00	*****	1,400.00
166	INLET PROTECTION	72 EA	100.00	7,200.00	115.00	8,280.00	85.00	6,120.00	125.00	9,000.00

<i>Project Number:</i> 2017044			<i>Engineer's Estimate</i>		Inland Asphalt Company		Shamrock Paving Inc		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street & Storm Improvements					Sales tax shall be included in unit prices					
167	TOPSOIL TYPE A, 2 INCH THICK	50 SY	12.00	600.00	16.75	837.50	25.00	1,250.00	177.00	8,850.00
168	SOD INSTALLATION	50 SY	11.00	550.00	30.15	1,507.50	25.00	1,250.00	184.00	9,200.00
169	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	17,800.00	*****	11,000.00	*****	35,280.00
170	CEMENT CONCRETE CURB	1592 LF	15.00	23,880.00	21.70	34,546.40	26.50	42,188.00	40.00	63,680.00
171	CEMENT CONC. CURB AND GUTTER	180 LF	22.00	3,960.00	39.00	7,020.00	34.25	6,165.00	46.50	8,370.00
172	CEMENT CONC. SIDEWALK	695 SY	43.00	29,885.00	48.80	33,916.00	48.15	33,464.25	89.00	61,855.00
173	RAMP DETECTABLE WARNING	256 SF	21.00	5,376.00	27.00	6,912.00	21.40	5,478.40	28.00	7,168.00
174	INDUCTION VEHICLE LOOP DETECTOR	13 EA	800.00	10,400.00	1,500.00	19,500.00	1,450.00	18,850.00	1,960.00	25,480.00
175	SIGNING, PERMANENT	1 LS	*****	4,500.00	*****	4,000.00	*****	4,000.00	*****	5,200.00
176	PAVEMENT MARKING - DURABLE HEAT APPLIED	931 SF	10.00	9,310.00	11.35	10,566.85	11.00	10,241.00	14.00	13,034.00
177	PAVEMENT MARKING - DURABLE	200 SF	8.00	1,600.00	7.00	1,400.00	6.50	1,300.00	8.41	1,682.00
178	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	4 EA	200.00	800.00	136.00	544.00	130.00	520.00	170.00	680.00
179	TEMPORARY PAVEMENT MARKING	1 LS	*****	500.00	*****	1,340.00	*****	1,750.00	*****	13,900.00
180	REINFORCED DOWELED CURB	385 LF	13.00	5,005.00	22.30	8,585.50	15.50	5,967.50	31.00	11,935.00
181	TRAFFIC ISLAND CONCRETE	260 SY	55.00	14,300.00	47.70	12,402.00	51.50	13,390.00	56.45	14,677.00
182	HMA CL. 1/2 IN. PG 70-28, 9 INCH THICK	2855 SY	40.00	114,200.00	37.60	107,348.00	44.00	125,620.00	53.00	151,315.00
<i>Schedule Totals</i>				1,360,666.75		1,430,615.00		1,555,555.55		2,093,162.00

<i>Project Number:</i> 2017044			<i>Engineer's Estimate</i>		Poe Asphalt Paving					
<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> Street & Storm Improvements					Sales tax shall be included in unit prices					
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	0.00	0.00	0.00	0.00
102	SPCC PLAN	1 LS	*****	750.00	*****	650.00	*****	0.00	*****	0.00
103	REFERENCE AND REESTABLISH SURVEY MONUMENT	15 EA	450.00	6,750.00	500.00	7,500.00	0.00	0.00	0.00	0.00
104	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	2,500.00	*****	2,500.00	*****	0.00	*****	0.00
105	MOBILIZATION	1 LS	*****	101,000.00	*****	182,550.90	*****	0.00	*****	0.00
106	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	60,000.00	*****	235,600.00	*****	0.00	*****	0.00
107	SPECIAL SIGNS	128 SF	20.00	2,560.00	13.00	1,664.00	0.00	0.00	0.00	0.00
108	SEQUENTIAL ARROW SIGN	1600 HR	4.00	6,400.00	2.60	4,160.00	0.00	0.00	0.00	0.00
109	PORTABLE CHANGEABLE MESSAGE SIGN	510 HR	7.00	3,570.00	4.55	2,320.50	0.00	0.00	0.00	0.00
110	TYPE III BARRICADE	48 EA	75.00	3,600.00	45.50	2,184.00	0.00	0.00	0.00	0.00
111	AIR OR HYDRO EVACUATION	10 EA	400.00	4,000.00	465.00	4,650.00	0.00	0.00	0.00	0.00
112	REMOVE TREE, CLASS I	1 EA	235.00	235.00	390.00	390.00	0.00	0.00	0.00	0.00
113	REMOVE TREE, CLASS III	1 EA	2,200.00	2,200.00	1,105.00	1,105.00	0.00	0.00	0.00	0.00
114	TREE PRUNING	108 EA	270.00	29,160.00	260.00	28,080.00	0.00	0.00	0.00	0.00
115	REMOVE EXISTING CURB	1737 LF	6.00	10,422.00	7.80	13,548.60	0.00	0.00	0.00	0.00
116	REMOVE EXISTING CURB AND GUTTER	150 LF	7.00	1,050.00	14.30	2,145.00	0.00	0.00	0.00	0.00
117	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	755 SY	12.00	9,060.00	18.20	13,741.00	0.00	0.00	0.00	0.00
118	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	8 EA	575.00	4,600.00	970.00	7,760.00	0.00	0.00	0.00	0.00
119	SAWCUTTING CURB	104 EA	40.00	4,160.00	30.00	3,120.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2017044			<i>Engineer's Estimate</i>		Poe Asphalt Paving					
<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> Street & Storm Improvements					Sales tax shall be included in unit prices					
120	SAWCUTTING RIGID PAVEMENT	1265 LFI	2.00	2,530.00	1.00	1,265.00	0.00	0.00	0.00	0.00
121	SAWCUTTING FLEXIBLE PAVEMENT	32265 LFI	0.75	24,198.75	0.50	16,132.50	0.00	0.00	0.00	0.00
122	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	5 EA	430.00	2,150.00	1,335.00	6,675.00	0.00	0.00	0.00	0.00
123	ROADWAY EXCAVATION INCL. HAUL	1525 CY	18.00	27,450.00	39.00	59,475.00	0.00	0.00	0.00	0.00
124	REMOVE UNSUITABLE FOUNDATION MATERIAL	155 CY	20.00	3,100.00	43.00	6,665.00	0.00	0.00	0.00	0.00
125	REPLACE UNSUITABLE FOUNDATION MATERIAL	155 CY	25.00	3,875.00	68.00	10,540.00	0.00	0.00	0.00	0.00
126	PREPARATION OF UNTREATED ROADWAY	4000 SY	2.00	8,000.00	5.00	20,000.00	0.00	0.00	0.00	0.00
127	CONTROLLED DENSITY FILL	20 CY	95.00	1,900.00	475.00	9,500.00	0.00	0.00	0.00	0.00
128	CRUSHED SURFACING TOP COURSE	305 CY	45.00	13,725.00	115.00	35,075.00	0.00	0.00	0.00	0.00
129	CRUSHED SURFACING BASE COURSE	315 CY	42.00	13,230.00	80.00	25,200.00	0.00	0.00	0.00	0.00
130	CSTC FOR SIDEWALK AND DRIVEWAYS	35 CY	65.00	2,275.00	675.00	23,625.00	0.00	0.00	0.00	0.00
131	HMA CL. 1/2 IN. PG 64-28, 2 INCH THICK	28470 SY	9.00	256,230.00	10.35	294,664.50	0.00	0.00	0.00	0.00
132	HMA CL. 1/2 IN. PG 70-28, 6 INCH THICK	1145 SY	29.00	33,205.00	35.70	40,876.50	0.00	0.00	0.00	0.00
133	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	325 TO	120.00	39,000.00	154.00	50,050.00	0.00	0.00	0.00	0.00
134	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	50 TO	120.00	6,000.00	303.00	15,150.00	0.00	0.00	0.00	0.00
135	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	2585 SY	32.00	82,720.00	75.75	195,813.75	0.00	0.00	0.00	0.00
136	CRACK SEALING 1-INCH to 3-INCH	41000 LF	1.10	45,100.00	1.50	61,500.00	0.00	0.00	0.00	0.00
137	CRACK SEALING 3-INCH to 6-INCH	300 LF	9.50	2,850.00	10.40	3,120.00	0.00	0.00	0.00	0.00
138	PAVEMENT REPAIR EXCAVATION INCL. HAUL	2585 SY	27.00	69,795.00	48.10	124,338.50	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2017044			<i>Engineer's Estimate</i>		Poe Asphalt Paving					
<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> Street & Storm Improvements					Sales tax shall be included in unit prices					
139	PLANING BITUMINOUS PAVEMENT	12400 SY	6.50	80,600.00	6.05	75,020.00	0.00	0.00	0.00	0.00
140	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	0.00	0.00	0.00	0.00
141	COMPACTION PRICE ADJUSTMENT	1 CAL	8,100.00	8,100.00	8,100.00	8,100.00	0.00	0.00	0.00	0.00
142	STORM SEWER PIPE 21 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	16 LF	90.00	1,440.00	165.00	2,640.00	0.00	0.00	0.00	0.00
143	MANHOLE TYPE I-48, BASIC PRICE	1 EA	3,000.00	3,000.00	4,550.00	4,550.00	0.00	0.00	0.00	0.00
144	DRYWELL TYPE 2	2 EA	3,700.00	7,400.00	6,500.00	13,000.00	0.00	0.00	0.00	0.00
145	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	3 EA	300.00	900.00	670.00	2,010.00	0.00	0.00	0.00	0.00
146	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	33 EA	450.00	14,850.00	710.00	23,430.00	0.00	0.00	0.00	0.00
147	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN CONCRETE	1 EA	450.00	450.00	845.00	845.00	0.00	0.00	0.00	0.00
148	CATCH BASIN TYPE 1	9 EA	1,800.00	16,200.00	3,805.00	34,245.00	0.00	0.00	0.00	0.00
149	CATCH BASIN TYPE 2	3 EA	2,000.00	6,000.00	3,920.00	11,760.00	0.00	0.00	0.00	0.00
150	RETROFIT TYPE 2 CATCH BASIN WITH FRAME & DUAL VANED GRATE	2 EA	900.00	1,800.00	3,720.00	7,440.00	0.00	0.00	0.00	0.00
151	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	7 EA	800.00	5,600.00	1,260.00	8,820.00	0.00	0.00	0.00	0.00
152	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME AND BI-DIRECTIONAL VANED GRATE	7 EA	800.00	5,600.00	1,430.00	10,010.00	0.00	0.00	0.00	0.00
153	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & DIRECTIONAL VANED GRATE	5 EA	800.00	4,000.00	1,260.00	6,300.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2017044			<i>Engineer's Estimate</i>		Poe Asphalt Paving					
<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> Street & Storm Improvements					Sales tax shall be included in unit prices					
154	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	6 EA	700.00	4,200.00	1,170.00	7,020.00	0.00	0.00	0.00	0.00
155	VALVE BOX AND COVER	24 EA	400.00	9,600.00	820.00	19,680.00	0.00	0.00	0.00	0.00
156	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	20 EA	500.00	10,000.00	475.00	9,500.00	0.00	0.00	0.00	0.00
157	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	4 EA	300.00	1,200.00	370.00	1,480.00	0.00	0.00	0.00	0.00
158	CONNECT 21 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	2 EA	1,700.00	3,400.00	1,020.00	2,040.00	0.00	0.00	0.00	0.00
159	CLEANING EXISTING DRAINAGE STRUCTURE	41 EA	275.00	11,275.00	340.00	13,940.00	0.00	0.00	0.00	0.00
160	TRENCH SAFETY SYSTEM	1 LS	*****	550.00	*****	2,900.00	*****	0.00	*****	0.00
161	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	640 LF	48.00	30,720.00	86.00	55,040.00	0.00	0.00	0.00	0.00
162	PLUGGING EXISTING PIPE	5 EA	280.00	1,400.00	200.00	1,000.00	0.00	0.00	0.00	0.00
163	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	550.00	*****	7,660.00	*****	0.00	*****	0.00
164	CLEANING EXISTING SANITARY SEWER	19 EA	285.00	5,415.00	1,055.00	20,045.00	0.00	0.00	0.00	0.00
165	ESC LEAD	1 LS	*****	2,500.00	*****	2,600.00	*****	0.00	*****	0.00
166	INLET PROTECTION	72 EA	100.00	7,200.00	170.00	12,240.00	0.00	0.00	0.00	0.00
167	TOPSOIL TYPE A, 2 INCH THICK	50 SY	12.00	600.00	20.00	1,000.00	0.00	0.00	0.00	0.00
168	SOD INSTALLATION	50 SY	11.00	550.00	36.00	1,800.00	0.00	0.00	0.00	0.00
169	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	2,500.00	*****	21,500.00	*****	0.00	*****	0.00
170	CEMENT CONCRETE CURB	1592 LF	15.00	23,880.00	26.00	41,392.00	0.00	0.00	0.00	0.00
171	CEMENT CONC. CURB AND GUTTER	180 LF	22.00	3,960.00	45.50	8,190.00	0.00	0.00	0.00	0.00

<i>Project Number:</i> 2017044			<i>Engineer's Estimate</i>		Poe Asphalt Paving					
<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> Street & Storm Improvements					Sales tax shall be included in unit prices					
172	CEMENT CONC. SIDEWALK	695 SY	43.00	29,885.00	58.50	40,657.50	0.00	0.00	0.00	0.00
173	RAMP DETECTABLE WARNING	256 SF	21.00	5,376.00	32.50	8,320.00	0.00	0.00	0.00	0.00
174	INDUCTION VEHICLE LOOP DETECTOR	13 EA	800.00	10,400.00	1,800.00	23,400.00	0.00	0.00	0.00	0.00
175	SIGNING, PERMANENT	1 LS	*****	4,500.00	*****	4,775.00	*****	0.00	*****	0.00
176	PAVEMENT MARKING - DURABLE HEAT APPLIED	931 SF	10.00	9,310.00	13.25	12,335.75	0.00	0.00	0.00	0.00
177	PAVEMENT MARKING - DURABLE	200 SF	8.00	1,600.00	8.00	1,600.00	0.00	0.00	0.00	0.00
178	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	4 EA	200.00	800.00	160.00	640.00	0.00	0.00	0.00	0.00
179	TEMPORARY PAVEMENT MARKING	1 LS	*****	500.00	*****	3,240.00	*****	0.00	*****	0.00
180	REINFORCED DOWELED CURB	385 LF	13.00	5,005.00	26.00	10,010.00	0.00	0.00	0.00	0.00
181	TRAFFIC ISLAND CONCRETE	260 SY	55.00	14,300.00	57.20	14,872.00	0.00	0.00	0.00	0.00
182	HMA CL. 1/2 IN. PG 70-28, 9 INCH THICK	2855 SY	40.00	114,200.00	49.60	141,608.00	0.00	0.00	0.00	0.00
<i>Schedule Totals</i>				1,360,666.75		2,211,990.00		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	1,360,666.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,360,666.75
Inland Asphalt Compan	1,430,615.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,430,615.00
Shamrock Paving Inc	1,555,555.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,555,555.55
DW Excavating, Inc.	2,093,162.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,093,162.00
Poe Asphalt Paving	2,211,990.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,211,990.00

Low Bid Contractor: Inland Asphalt Company

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,430,615.00	\$1,360,666.75	5.14	% Over Estimate
Bid Totals	\$1,430,615.00	\$1,360,666.75	5.14	% Over Estimate

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

07/10/2017

<u>Date Rec'd</u>	6/19/2017
<u>Clerk's File #</u>	OPR 1981-1053
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT
<u>Contact Name/Phone</u>	MCOSTER@SPOKANECITY.ORG 625-4640
<u>Contact E-Mail</u>	MCOSTER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4250 AMENDMENT #7 CITY AND COUNTY WASTEWATER MANAGEMENT AGREEMENT

Agenda Wording

Approval of amendment #7 amending the current agreement between City and County Wastewater Management Agreement(OPR #1981-1053).

Summary (Background)

This is the 7th amendment to the City and County Wastewater Management Agreement (OPR # 1981-1053). The County is undertaking major capital improvements to its wastewater reclamation facility aeration basins and requested a temporary diversion of its wastewater flows (2 to 4 million gallons per day) to the City's RPWRF during the project. The project is expected to be the time period July 1, 2017 through October 31, 2017.

Fiscal Impact**Budget Account**

Revenue	\$ 350,550.00	# 4250-43390-35090-36454-9999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals**Council Notifications**

<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PW 6/26/17
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	kbustos@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Tax & Licenses	

Additional Approvals

hbarnhart@spokanecity.org

<u>Purchasing</u>		Kkeck@spokanecity.org
		mcoaster@spokanecity.org
		eschoedel@spokanecity.org
		lhendron@spokanecity.org

BRIEFING PAPER
Public Works Committee
Wastewater Management
June 26, 2017

Subject

The Wastewater Management Department is requesting City Council approval amending the current City and County Wastewater Management Agreement (OPR # 1981-1053), approved January 8th, 1981.

Background

This is the 7th amendment to the City and County Wastewater Management Agreement (OPR # 1981-1053). The County is undertaking major capital improvements to its wastewater reclamation facility aeration basins and requested a temporary diversion of its wastewater flows (2 to 4 million gallons per day) to the City's RPWRF during the project. The project is expected to be the time period July 1, 2017 through October 31, 2017.

Impact

The City's facility possesses adequate capacity to provide treatment to the County's diverted additional wastewater flow. As part of the Agreement, the County will manage and transport the additional biosolids material generated as a result of this additional flow, from the City's facility, so the City does not incur any additional costs. The temporary additional County flows will not require any capital improvements. The proposed rate to be charged is \$950 per MGD, which recovers the costs of operations and maintenance associated with treating the additional County flow for this very limited time period.

Action

Recommend approval.

Funding

Amendment #7 provides compensation to the City for any additional costs associated with temporarily treating additional County wastewater flows during the time period in the agreement.

AMENDMENT #7
CITY AND COUNTY WASTEWATER MANAGEMENT AGREEMENT

This AMENDMENT #7 to the CITY AND COUNTY WASTEWATER MANAGEMENT AGREEMENT made and entered into between the CITY OF SPOKANE, a Washington State municipal corporation, having offices for the transaction of business at Riverside Park Water Reclamation Facility, 4401 N. Aubrey L. White Parkway, Spokane, Washington 99205, hereinafter referred to as the “CITY”, and SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at Environmental Services Department, 1026 West Broadway Avenue, Spokane, Washington 99260, hereinafter referred to as the “COUNTY”, jointly hereinafter referred to as the “PARTIES”.

WITNESSETH:

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners has the care of COUNTY property and management of COUNTY funds and business; and

WHEREAS, pursuant to the provisions of chapter 36.94 RCW, the COUNTY may construct, operate, and maintain a sewerage system as that term is defined in RCW 36.94.010(1); and

WHEREAS, pursuant to the provisions of chapter 35.92 RCW, the CITY may construct, operate, and maintain a sewerage system as defined within the chapter; and

WHEREAS, pursuant to the provisions of chapter 39.34 RCW, two or more public entities may jointly cooperate between each other to perform functions which each entity may individually perform; and

WHEREAS, the CITY and COUNTY have a “City and County Wastewater Management Agreement” dated December 22, 1980, which contains six (6) amendments thereto, hereinafter collectively referred to as the “Wastewater Management Agreement”, City OPR Number: 1981-1053; County Resolution Number: 1980-1555; and

WHEREAS, the CITY and COUNTY have a “Multijurisdictional Agreement for Pretreatment Program” dated January 14, 2013, for implementation of the industrial pretreatment program between the CITY and COUNTY, City OPR Number: 2013-0002; County Resolution Number: 2012-1024; and

WHEREAS, the COUNTY is planning to undertake capital improvements to the Spokane County Regional Water Reclamation Facility (SCRWRF) Aeration Basins during the Summer 2017 and has requested accommodation and diversion of flows from the COUNTY'S Spokane Valley service area, greater than what might normally be anticipated, to the CITY for wastewater management services; and

WHEREAS, the CITY and COUNTY desire to memorialize their discussions for a temporary arrangement whereby the City will receive and treat flow diverted from the County facility for the time period of July 1, 2017 through October 31, 2017;

NOW THEREFORE, for and in consideration of the mutual promises set forth hereinafter, the CITY and COUNTY do hereby agree as follows:

1. **PURPOSE:** The purpose of this Amendment is to establish the terms and conditions whereby the CITY will receive flow diverted from the County SCRWRF during the time period of July 1, 2017 through October 31, 2017.
2. **AGREEMENT:** The PARTIES hereby agree as follows:
 - a. Construction schedule: COUNTY has a construction schedule for its Aeration Basins, whereby during the months of July through October 2017, they will not be able to treat all sewage flow at the SCRWRF.
 - b. Flow Volume: COUNTY has requested diversion and treatment of approximately two (2) Million Gallons per Day (MGD) up to four (4) MGD during the term of this Amendment.
 - c. Cost: The PARTIES have negotiated and agreed to a treatment rate of \$950.00 per Million Gallons (MG) received by the CITY at RPWRF for this limited diversion time. The CITY will base the charge on actual flow as measured at the SVIPS flow monitoring station near Fourth Avenue and Julia Street, and the NVIPS flow monitoring station near Spokane Community College. It is noted that the treatment rate for COUNTY flows from its northerly NSI system to RPWRF will be at the normal rate.
 - d. Biosolid Processing: As additional consideration, COUNTY will haul and treat an equivalent quantity of Biosolids directly from the CITY RPWRF pursuant to the COUNTY'S contract directly to their Biosolids management contractor. COUNTY is responsible for any and all costs associated with the equivalent quantity of Biosolids generated.
3. **ADMINISTRATION:** The CITY hereby designates the City's Wastewater Treatment Facility Director, as its representative for the purposes of administering the provisions of this Amendment. The COUNTY hereby designates the County's Environmental Services

Director, as its representative for the purposes of administering the provisions of this Amendment.

4. NOTICE: Prior to sending any flow to the CITY, the COUNTY shall provide at least 24 hours' notice to the CITY of the timing of and anticipated volume. During the construction period, should the flow exceed in any way the amount listed in Paragraph 2.b., County will immediately notify the RPWRF Plant Manager, currently Mike Coster, email to: mcoster@spokanecity.org.
5. TERM: The Parties agree this Agreement is a temporary arrangement to allow the County to send to the City its sewage diverted from the County SCRWRF between the following dates: July 1, 2017 through October 31, 2017. Any extensions will be by written Agreement.
6. REQUIRED TERMS: In accordance with the INTERLOCAL COOPERATION ACT, pursuant to RCW 39.34.030 (3) and (4), the PARTIES further agree:
 - a. Effective Date and Duration: This Amendment shall commence and be effective upon signature of both PARTIES and shall terminate October 31, 2017, unless mutually extended in writing by both PARTIES.
 - b. Precise Organization of any separate entity created: No separate entity is created. Each Party shall continue to administer its own affairs subject to this Amendment as to any specific terms.
 - c. Purpose: Purpose of this Amendment is specified in Item 1, above.
 - d. Financing: Financing related to the Amendment is the responsibility of each individual Party.
 - e. Termination/Disposal of Property: Termination of this Amendment and disposal of property are specified in Item 5, above.
7. FILING: This Amendment shall be filed with the COUNTY Auditor in accordance with RCW 39.34.040.

Dated: _____

Board of County Commissioners of Spokane County

Al French, Chair

ATTEST:

Josh Kerns, Vice-Chair

Clerk of the Board

Shelly O'Quinn, Commissioner

Dated: _____

City of Spokane

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

Assistant City Attorney

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

07/10/2017

<u>Date Rec'd</u>	6/19/2017
<u>Clerk's File #</u>	OPR 2017-0197
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2017-0197
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	MASTER CONTRACT

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	KIM BUSTOS X6034
<u>Contact E-Mail</u>	KBUSTOS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	5600-CONTRACT AMENDMENT ARMORED CAR SERVICE

Agenda Wording

Contract extension with Loomis US for armored car services will exceed the minor contract threshold. Amendment is necessary to accommodate 7 day/week pickup at the 6 aquatic centers for the Parks Dept as well as the Waste to Energy Facility.

Summary (Background)

The City issued an informal RFP for armored car services in November 2016 with Loomis US being the apparent successful bidder. At the time the contract was bid, the Parks Department did not anticipate using Loomis for their deposits. Therefore, the original contract was a minor contract. The increased cost of this amendment exceeds the minor contract limit. The amendment will ensure compliance with the 24 hour rule related to cash receipts (RCW 43.09.240).

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 14,100	# 1400-56100-76200-54***
Expense \$ 1,800	# 4490-44100-37148-54***
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	BUSTOS, KIM
<u>Division Director</u>	DUNIVANT, TIMOTHY
<u>Finance</u>	DOVAL, MATTHEW
<u>Legal</u>	WHALEY, HUNT
<u>For the Mayor</u>	DUNIVANT, TIMOTHY

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

Study Session**Other**

06/19/17 Finance

Distribution List

mbuening@spokanecity.org

cstrong@spokanecity.org

BRIEFING PAPER
Finance Committee
Armored Car Contract with Loomis US (OPR 2017-0197)
June 19, 2017

Subject

Contract extension with Loomis US for armored car services will exceed the minor contract threshold. An amendment is necessary due to the following changes:

1. To ensure the safety of the bank deposits and to comply with the 24 hour rule ([RCW 43.09.240](#)) regarding cash receipts at the 6 aquatic centers, which operate 7 days/week from June to Aug.
2. Because the Waste to Energy Facility operates 7 days/week, it was necessary to increase the number of pickups from 5 days/week to 7 days/week to comply with [RCW 43.09.240](#).

The contract runs for 2 years—from Jan 01, 2017 thru Dec 31, 2018. The contract may be renewed by mutual agreement for three, one-year extensions.

Background

The City issued an informal RFP for armored car services in November 2016 with Loomis US being the apparent successful bidder.

At the time the contract was bid, the Parks Department did not anticipate using Loomis for their deposits. Therefore, the original contract was a minor contract. The increased cost of this amendment exceeds the minor contract limit.

Impact

The amendment has the following impacts:

Parks Department	\$14,100
SW Disposal	\$1,800

Action

Approval.

Funding

The original contract, as well as the amendment, will be funded as follows:

Department	Estimated Annual Cost
My Spokane	\$7,500
Parking	\$5,000
Parks Department	\$20,000
Muni Court	\$10,000
SW Disposal	\$6,500
Police Records	\$5,000
Total	\$54,000



EXHIBIT ONE
To Service Agreement By and Between
Loomis Armored US, Inc. ("LOOMIS")
And
City of Spokane ("CUSTOMER")

Effective **June 20th 2017** the parties hereto agree that the following paragraphs shall serve to amend that certain Service Agreement, dated December 27th 2016, with the Service Term beginning on January 1st 2017 ,by and between Loomis Armored US, Inc. ("LOOMIS") and **City of Spokane** ("CUSTOMER") (The "Agreement").

The Agreement is hereby amended as follows: Additional designated, mutually agreed-upon adding temporary service to "Public Pool's that are managed though the City of Spokane. Service will be from June 20th to Aug 26th with the rate of 35.00 per trip for each location.

Location	Address	Liability Limit	Service Day	Service Time	Banking Location
Shadle Pool	2005 West Wellesley Spokane, WA 99201	\$25,000	Mon-Sun	Between 1 and 4 pm	US Bank, Downtown Spokane Branch
Witter Pool	1300 East Mission Ave Spokane, WA 99202	\$25,000	Mon-Sun	Between 1 and 4 pm	US Bank, Downtown Spokane Branch
Hillyard Pool	2600 East Columbia Spokane, WA	\$25,000	Mon-Sun	Between 1 and 4 pm	US Bank, Downtown Spokane Branch
Comstock Pool	600 West 29th Spokane, WA	\$25,000	Mon-Sun	Between 1 and 4 pm	US Bank, Downtown Spokane Branch
Cannon Pool	1900 West Mission Spokane, WA	\$25,000	Mon-Sun	Between 1 and 4 pm	US Bank, Downtown Spokane Branch
Liberty Pool	1300 East 5th Ave Spokane, WA	\$25,000	Mon-Sun	Between 1 and 4 pm	US Bank, Downtown Spokane Branch

****If a location is not open for any reason and Loomis arrived, the fee of 35.00 will be billed**

THIS AMENDMENT shall, in no other way, alter, delete, waive or amend any other rights, defenses and/or responsibilities as between CUSTOMER and LOOMIS with regard to the Agreement. All other terms and conditions contained in the Agreement except as set forth above shall continue, without alteration, in full force and effect.

City of Spokane

Loomis US Armored

By _____

By _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____



City of Spokane

Minor Contract Summary

OPR # OPR 2017-0197
Cross Ref _____
Destruct Date 2025
Clerk's Dist. 03/17/19 SR

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

Department Name Accounting
Department Project # Armored car service

New Contract ☒
CR # n/a--Master Contract
Date: _____

Contractor/Consultant

Name: Loomis Armored US, LLC
Address: 2500 City West Blvd, Suite 900 Remittance Address: Dept HC 10500
City, State, Zip: Houston, TX 77042 City, State, Zip: Palatine, IL 60055-0500

Summary of Services

Armored car services.

RECEIVED

Amount: Varies

Budget Code: Varies

MAR 17 2017

Maximum Amount

CITY CLERK'S OFFICE

Beginning Date: 1/1/2017 Expiration Date: 12/31/2018 Open-Ended: ☐

☒ Quotes (per Purchasing Policy to be kept on file in Dept.) ☒ Insurance Certificate (as per contract)
☒ City Business License and expiration date ☒ If Public Works Contract, Contractor has been notified of State Law requirements ☒ UBI Number and Expiration Date 578 07 8890 07/31/17 exp.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: KBustos

Funds are available in the appropriate budget account

Accountant

Signature

Date

Department Head

Signature

Date

Other

Signature

Date

Other

Signature

Date

Distribution List

Contractor E-mail: <u>roxanne.frye@us.loomis.com</u>	Contract Accounting: <u>kkeck@spokanecity.org</u>
Dept. Contact E-mail: <u>kbustos@spokanecity.org</u>	Taxes and Licenses
<u>mdoval@spokanecity.org</u>	



SERVICE AGREEMENT

The following paragraphs of this Service Agreement (the "Agreement") outline the agreements and understandings by and between

LOOMIS ARMORED US, LLC
("LOOMIS")
 a Texas Limited Liability Company
 with offices at:
 2500 City West Blvd. Ste. 900,
 Houston, TX 77042

and

CITY OF SPOKANE
("CUSTOMER")
 808 West Spokane Falls Blvd,
 4th Floor
 Spokane, WA 99201

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this 27TH day of December 2016.

Term: Service will begin on the 1st day of January 2017 and shall continue for a period of two (2) year(s). The contract may be extended for three (3) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years. CUSTOMER agrees that LOOMIS is the exclusive provider for these services for the facilities contained herein. Except as expressly stated herein, CUSTOMER understands and agrees that this Agreement contains no provision for early termination in whole or part. Either party may terminate this Agreement with five (5) days written notice in the event of bankruptcy, or insolvency of the other party. LOOMIS may terminate this Agreement with thirty (30) days written notice in the event of a material reduction or cancellation of LOOMIS' insurance.

CUSTOMER and LOOMIS agree to the following:

Schedule for Services: Conjunctive, sequential, on route pickup and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

LOOMIS BRANCH	UNIT # / LOCATION	MAXIMUM LIABILITY AMOUNT	SERVICE FREQUENCY	FEE for SERVICE
1660 - Spokane	See Attached Exhibit	See Attached Exhibit	See Attached Exhibit	See Attached Exhibit

Premise Time: Each service location under this Agreement (regardless of the pickup/delivery points) is allotted seven (7) minutes of service time. Over seven (7) minutes, a fee of \$3.75 per one (1) minute shall be assessed. Over fifteen (15) minutes, LOOMIS may elect to depart from the CUSTOMER'S location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.

Research, Special Request and Supply Fee: A fee of \$70.00 per hour will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS. Supplies provided by LOOMIS to CUSTOMER will be charged back to CUSTOMER at LOOMIS current cost plus 1%.



Excess Item Handling: A fee of \$1.75 per Item is assessed when the number of items or containers exceed 20 items per shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOMIS is required to transport.

Non-Scheduled/Off-Day Service: \$45.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

Holiday Service Fee: A fee of \$100.00 will be charged for the service provided on those Holidays as listed in Section 11.

Excess Liability: A fee of \$.43 per \$1,000 or fraction thereof for any amounts which exceed the Liability Coverage per Shipment Amount.

Insurance Fee: A fee of 7% will be assessed to all services provided within this Agreement. (Waived)

New Account Setup Fee: \$50 (Waived)

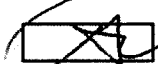
CUSTOMER does not desire this Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:



Decline

Reconstruction Obligations:

As explained in Section 7(c), of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, destroyed checks or items that provide an audit trail. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.



Decline

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 7(c), LOMIS' liability for all checks contained within the shipment is limited to Ten Thousand Dollars (\$10,000.00) regardless of the face value of the checks in shipment.

TERMS AND CONDITIONS

1. **Service:** LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such container(s) and will not receive said container(s) from the CUSTOMER or its designated agent. If LOOMIS accepts the sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), and transport and deliver such sealed container(s) to the consignee designated by the CUSTOMER. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstances concerning the property delivered to LOOMIS pursuant to this Agreement. The fee payable by CUSTOMER to LOOMIS is based upon the Maximum Liability Amount(s) and level(s) of service provided by LOOMIS as stated in this Agreement. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.

2. **Billing and Payment:** CUSTOMER agrees to pay LOOMIS by ACH within thirty (30) days of receipt of invoices which shall include any applicable federal, state or local taxes. In addition, LOOMIS may, at its discretion, impose a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or such lesser rate as may be required by law, of the amount unpaid by CUSTOMER, as is due and payable to LOOMIS on all invoices not paid in full by invoice due date. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days from the invoice date, LOOMIS may terminate this Agreement if CUSTOMER fails to pay the undisputed amounts within ten (10) days of CUSTOMER's receipt of LOOMIS' written notice of termination. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or else such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed on the signature page of this Agreement.

3. **Rate Adjustment:** Beginning on January 1, 2018, LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel LOOMIS will henceforth adjust the monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Item). LOOMIS' established baseline is \$1.31. Any cost above the \$1.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e. if diesel prices rise to \$1.41, the corresponding fuel fee is increased by 0.5%). The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table is for reference only and does not reflect the maximum rate which may be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
\$4.91	\$5.00	\$.10	18.00%
\$4.81	\$4.90	\$.10	17.50%
\$4.71	\$4.80	\$.10	17.00%
\$4.61	\$4.70	\$.10	16.50%
\$4.51	\$4.60	\$.10	16.00%
\$4.41	\$4.50	\$.10	15.50%
\$4.31	\$4.40	\$.10	15.00%
\$4.21	\$4.30	\$.10	14.50%
\$4.11	\$4.20	\$.10	14.00%
\$4.01	\$4.10	\$.10	13.50%
\$3.91	\$4.00	\$.10	13.00%
\$3.81	\$3.90	\$.10	12.50%
\$3.71	\$3.80	\$.10	12.00%
\$3.61	\$3.70	\$.10	11.50%
\$3.51	\$3.60	\$.10	11.00%



\$3.41	\$3.50	\$.10	10.50%
\$3.31	\$3.40	\$.10	10.00%
\$3.21	\$3.30	\$.10	9.50%
\$3.11	\$3.20	\$.10	9.00%
\$3.01	\$3.10	\$.10	8.50%
\$2.91	\$3.00	\$.10	8.00%
\$2.81	\$2.90	\$.10	7.50%
\$2.71	\$2.80	\$.10	7.00%
\$2.61	\$2.70	\$.10	6.50%
\$2.51	\$2.60	\$.10	6.00%
\$2.41	\$2.50	\$.10	5.50%
\$2.31	\$2.40	\$.10	5.00%
\$2.21	\$2.30	\$.10	4.50%
\$2.11	\$2.20	\$.10	4.00%
\$2.01	\$2.10	\$.10	3.50%
\$1.91	\$2.00	\$.10	3.00%
\$1.81	\$1.90	\$.10	2.50%
\$1.71	\$1.80	\$.10	2.00%
\$1.61	\$1.70	\$.10	1.50%
\$1.51	\$1.60	\$.10	1.00%
\$1.41	\$1.50	\$.10	.50%
\$1.31	\$1.40	\$.10	.00%

a) LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. **Liability:** LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement of the securely sealed container(s) from the time LOOMIS signs for and receives physical custody of the sealed container(s). The term "Cargo Loss" shall mean any loss or destruction of currency ("Cargo") that occurs while the Cargo is under Loomis' sole care, custody and control. LOOMIS' responsibility terminates when the CUSTOMER or its designated consignee takes physical possession of the sealed container(s) and signs LOOMIS' receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the sealed container(s) is returned to the CUSTOMER or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the CUSTOMER'S premises, LOOMIS does not assume the liability for any loss. If CUSTOMER conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, LOOMIS will have no liability for any loss in any way related to such fact or circumstance. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OR SERVICES OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSPORTATION OR TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR ANY CARGO LOSS (WHICH SHALL BE SUBJECT TO THE MAXIMUM LIABILITY AMOUNT), IN NO EVENT SHALL LOOMIS' LIABILITY TO CUSTOMER EXCEED THE SERVICE FEE PAID BY CUSTOMER TO LOOMIS FOR THE SERVICE OUT OF WHICH THE ALLEGED LIABILITY AROSE.



5. **Excess Liability:** The following terms will apply if CUSTOMER did not decline excess liability coverage. If LOOMIS accepts tender of a shipment in excess of the Maximum Liability Amount, CUSTOMER agrees to pay LOOMIS the excess liability fee set forth herein. CUSTOMER, by paying this additional fee, will obtain full dollar coverage of any or all losses, subject to the other provisions of this Agreement. If CUSTOMER declines Excess Liability Coverage, liabilities covered under this Agreement are limited to the Maximum Liability Amount.

6. **Indemnity:** CUSTOMER agrees to indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses arising out of any third party's or government's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in LOOMIS' custody. LOOMIS agrees to give CUSTOMER prompt notice of any such claim, suit, demand or seizure and to provide CUSTOMER reasonable cooperation on the defense.

7. **Claim Procedures:** The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care, and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed container in connection with which the Cargo Loss is asserted. If notice of the Cargo Loss is not received by LOOMIS within this forty-five (45) day period, the claim for the Cargo Loss shall be deemed waived and released by the CUSTOMER. It is agreed that both parties will work together to determine the extent of the Cargo Loss, and if possible, the cause of Cargo Loss.

b) Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS in the event of a Cargo Loss, from whatever cause, shall be subject to the Maximum Liability Amount or the Excess Liability Coverage, if not declined by CUSTOMER.

c) CUSTOMER shall retain sufficient information to allow reconstruction of item(s) in the event of a Cargo Loss. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed items constituting a part of any loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability Coverage amount, include the face value of any lost or destroyed check. LOOMIS' liability, unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars (\$10,000.00) per shipment "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

d) Upon the request of LOOMIS, CUSTOMER will furnish a proof of loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER'S rights and remedies of recovery.

8. **Limitations & Force Majeure:**

a) The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked shipment(s), for non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. A "Shortage" shall mean any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed shipment container. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS in its sole discretion, determines the same may endanger the safety of CUSTOMER'S property or personnel or LOOMIS' vehicles or employees.

b) It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, caused by or resulting from illegal or fraudulent acts of CUSTOMER's employees, agents, representatives, or third-party contractors.

c) CUSTOMER agrees that LOOMIS shall not have any liability for losses of any documentation carried by LOOMIS at CUSTOMER's request without compensation.

d) CUSTOMER expressly understands and accepts that ownership (title) to cash transported or stored by LOOMIS shall never transfer to LOOMIS.

e) It is further agreed LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

- (i) Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by any agent of any such government, power authority or forces.
- (ii) Nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war employing atomic fission or radioactive force whether in time of peace or war.

- (iii) Insurrection, rebellion, revolution, terrorist act, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade.
- (iv) Acts of God, strikes, labor disturbances, impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS' reasonable control.

9. **Disputes:** CUSTOMER and LOOMIS agree that except for disputes regarding over-payment or non-payment of fees for services under this Agreement, any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by LOOMIS to CUSTOMER, shall be settled by arbitration under the then current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of persons knowledgeable in the fields of financial institution security operations and armored car services. CUSTOMER and LOOMIS agree to equally share in the cost and fees of this resolution process. The decision and award of the arbitrator shall be final and binding. Judgment upon the award so rendered may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held in Houston, Texas.

10. **Container Value Limitation:** CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars (\$250,000). If the total value of a shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred & fifty thousand dollars (\$250,000), such shipment must be broken down into separate shipment containers of two hundred & fifty thousand dollars (\$250,000) or less.

11. **Holiday Service:** LOOMIS agrees to provide service as stated in the Agreement with the following holiday exceptions: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day, federal banking and any local applicable observed holiday. Charges for service on such days will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

12. **Specials:** Unscheduled pickups or deliveries are available under the same conditions and provisions of this Agreement. Prices are quoted upon request.

13. **Excess Liability Coverage:** LOOMIS reserves the right to refuse tender of any shipment in excess of the Maximum Liability Amount.

14. **Confidentiality:** Each party receiving information (each being a "Receiving Party" and a "Disclosing Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). Neither party shall use any Confidential Information for any purpose other than to carry out the activities contemplated by this Agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. Confidential Information shall not include:

- (1) information which was already known by, or already in the possession of, Receiving Party prior to receipt from Disclosing Party;
- (2) information which is obtained by Receiving Party from a third person who, to the actual knowledge of Receiving Party is not in violation of any agreement to a third party not to disclose such information
- (3) information which is or becomes publically available other than through breach by the Receiving Party of this Agreement; and,
- (4) information which is independently developed by or on behalf of Receiving Party.

15. **Entire Agreement:** This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement; (c) and the terms and conditions including fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k) shall not be deemed to have been drafted by either party; (l) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (m) does not make either party the agent, fiduciary or partner of the other; (n) does not grant either party any authority to bind the other to any legal obligation; (o) does not intend to nor grant any rights to any third party and (p) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

16. **City of Spokane Business Registration.** 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 license. The Company 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 Company 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.

17. **Insurance Coverage.** During the term of the contract, the Company shall maintain in force at its own expense, each insurance coverage noted below:

A. Workers' 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 provide that the City, its officers and employees are listed additional insureds but only with respect to the Company'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 \$300,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

D. All Risk Cargo Insurance, which includes employee theft and fidelity, for the loss, damage, or destruction of the sealed containers or other CUSTOMER property while it is in the care, custody, or control of Company, its agents or employees with limits of not less than \$1,000,000 per loss. This coverage covers crime and theft on premises and in transit.

Umbrella or Excess Liability insurance may be used to supplement the above minimum liability limits.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company to the City. As evidence of the insurance coverages required by this contract, the Company shall furnish acceptable insurance certificates to the City prior to services commencing. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CITY OF SPOKANE

By [Signature]

Printed Name GABIN COOLEY

Title CFO

Date 1-26-17

LOOMIS

By [Signature]

Printed Name Sarah Kattapong

Title VP Fin. & Acctg

Date 3-3-2017

Approved as to form:

[Signature]
Assistant City Attorney



Attest:

[Signature]
Spokane City Clerk (Acting)

EXHIBIT TO ARMORED CAR CONTRACT JANUARY 1, 2017

Locations and Rates

Location	Located	Monthly price	Frequency per Week	Liability Coverage
City Hall	City Hall, 1st Floor	\$ 606.20	Monday - Friday	500,000
City Hall Parking	City Hall, Lower Level	\$ 389.70	Monday - Friday	50,000
Riverfront Park ¹	507 North Howard Street	\$ 95.26	Monday	50,000
Riverfront Park ²	507 North Howard Street	\$ 190.52	Monday and Friday	50,000
Riverfront Park	507 North Howard Street	\$30.00 per service	On Call	50,000
Riverfront Park ³	507 North Howard Street	\$ 545.40	Monday - Sunday	50,000
Manito Park Café ⁴	1928 S Tekoa Street	\$ 545.40	Monday - Sunday	25,000
Muni Court	1100 W Mallon	\$ 396.00	Monday - Friday	100,000
Muni Court Parking	1100 W Mallon	\$ 396.00	Monday - Friday	100,000
Police Records	1100 W Mallon	\$ 396.00	Monday - Friday	100,000
Police Evidence Room	4010 E Alki	\$30.00 per service	On Call	100,000
Waste to Energy - Geiger	2900 S Geiger	\$ 396.00	Monday - Friday	250,000

¹Dec-Mar only

²April-May and Sept-Nov only

³June-Aug only

⁴May-Sept only

CITY OF SPOKANE

By [Signature]

Printed Name GAVIN GOOLEY

Title CFO

Date 1-27-17

LOOMIS

By [Signature]

Printed Name Sarah Kattapong

Title VP Fin. & Acctg.

Date 3-3-2017

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

CITY OF SPOKANE

By  _____

Printed Name GAVIN COOLEY

Title CFO

Date 1-26-17

(original signature)

LOOMIS

By _____

Printed Name _____

Title _____

Date _____

EXHIBIT TO ARMORED CAR CONTRACT JANUARY 1, 2017

Locations and Rates

Location	Located	Monthly price	Frequency per Week	Liability Coverage
City Hall	City Hall, 1st Floor	\$ 606.20	Monday - Friday	500,000
City Hall Parking	City Hall, Lower Level	\$ 389.70	Monday - Friday	50,000
Riverfront Park ¹	507 North Howard Street	\$ 95.26	Monday	50,000
Riverfront Park ²	507 North Howard Street	\$ 190.52	Monday and Friday	50,000
Riverfront Park	507 North Howard Street	\$30.00 per service	On Call	50,000
Riverfront Park ³	507 North Howard Street	\$ 545.40	Monday - Sunday	50,000
Manito Park Café ⁴	1928 S Tekoa Street	\$ 545.40	Monday - Sunday	25,000
Muni Court	1100 W Mallon	\$ 396.00	Monday - Friday	100,000
Muni Court Parking	1100 W Mallon	\$ 396.00	Monday - Friday	100,000
Police Records	1100 W Mallon	\$ 396.00	Monday - Friday	100,000
Police Evidence Room	4010 E Alki	\$30.00 per service	On Call	100,000
Waste to Energy - Geiger	2900 S Geiger	\$ 396.00	Monday - Friday	250,000

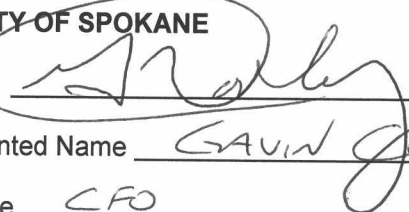
¹Dec-Mar only

²April-May and Sept-Nov only

³June-Aug only

⁴May-Sept only

CITY OF SPOKANE

By 
 Printed Name GAVIN GOLEY
 Title CFO
 Date 1-27-17

LOOMIS

By _____
 Printed Name _____
 Title _____
 Date _____

LOOMIS ARMORED US, LLC
LOOMIS, FARGO & CO.
TAX DEPT
2500 CITYWEST BLVD STE 900
HOUSTON TX 77042-9000

DETACH BEFORE POSTING

BR # 1660



STATE OF
WASHINGTON

Limited Liability Company

BUSINESS LICENSE

LOOMIS ARMORED US, LLC
LOOMIS, FARGO & CO.
806 E 2ND AVE
SPOKANE, WA 99202-2248

Unified Business ID #: 578078890

Business ID #: 001

Location: 0003

Expires: Jul 31, 2017

UNEMPLOYMENT INSURANCE
TAX REGISTRATION

INDUSTRIAL INSURANCE

CITY ENDORSEMENTS:

SPOKANE GENERAL BUSINESS #T12023658BUS

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

REGISTERED TRADE NAMES:

LOOMIS, FARGO & CO.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 578078890 001 0003

STATE OF WASHINGTON

Expires: Jul 31, 2017

LOOMIS ARMORED US, LLC
LOOMIS, FARGO & CO.
806 E 2ND AVE
SPOKANE, WA 99202-2248

UNEMPLOYMENT INSURANCE
INDUSTRIAL INSURANCE
TAX REGISTRATION
SPOKANE GENERAL BUSINESS
#T12023658BUS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Loomis Armored US, LLC 2500 Citywest Boulevard, Suite 2300 Houston TX 77042 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Zurich American Ins Co	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570065440098 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO379281610 SIR applies per policy terms & conditions.	11/01/2016	11/01/2017	EACH OCCURRENCE \$1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,500,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Spokane is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

Certificate No : 570065440098

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Attn: Kim Bustos 808 West Spokane Falls Blvd. Spokane WA 99201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest Inc</i>

©1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 500 Dallas Street, Suite 1500 Houston, TX 77002 Attn: Steven.Nguyen@marsh.com or 713-276-8436	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
S51675-STND-AW-17-18	Evid	AL/WC No No
INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: ACE Fire Underwriters Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 22667 20702

COVERAGES**CERTIFICATE NUMBER:**

HOU-002607168-66

REVISION NUMBER:14

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISAH09052161	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLRC49106282 (AOS) SCFC49106294 (WI)	01/01/2017 01/01/2017	01/01/2018 01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Attn: Kim Bustos 808 West Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
-----------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 500 Dallas Street, Suite 1500 Houston, TX 77002		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):	
S51675-LOOMI-CARGO-17-18		Evid	1M	No	No
INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: (See Attached)			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:**

HOU-002889695-01

REVISION NUMBER:4

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	DED	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	CARGO			SEE ATTACHED	01/01/2017	01/01/2018	LIMIT
							\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane Attn: Kim Bustos 808 West Spokane Falls Blvd Spokane, WA 99201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

© 1988-2014 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Marsh USA Inc.		NAMED INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Primary CIT & Terrorism:

100% XL Specialty Insurance Company

Policy No. B0509FINST1700045

1st Excess CIT & Terrorism:

100% Lloyd's Underwriters

Policy No. B0509FINST1700066

The (CIT policy numbers as attached) placement was made by Marsh Ltd. (UK). Marsh USA Inc. has only acted in the role of a consultant to the client with respect to this placement, which is indicated here for your convenience.

REMARKS (SPECIAL CONDITIONS):

GEOGRAPHICAL LIMITS:

Within and between the United States of America and/or Dominion of Canada and/or Puerto Rico and/or other places in the world.

SUBJECT MATTER INSURED (PROPERTY):

Including but not limited to: money, currency, coins, banknotes, debit and credit card sales, Federal Reserve notes, funds held in account by a financial institution, postage and revenue stamps, savings stamps, food stamps, coin tokens, telephone cards, bouillon, precious metals of all kinds and in any form and articles made there from, jewelry, watches, necklaces, bracelets, gems, precious and semi-precious stones, bonds, securities, evidence of debts, debentures, scrips, certificates, receipts, warrants, rights, transfers, coupons, drafts, trading stamps and coupons, bills of exchange, acceptance notes, cheques, withdrawal orders, money orders, travelers' cheques, letters of credit, bills of lading, abstracts of title, insurance policies, deeds, mortgages upon real estate and/or upon chattels and upon interest therein, and assignments or such policies, mortgages and instruments and all other negotiable and non-negotiable valuable papers and documents, electro-magnetic tapes and/or computer software and components, fine arts, mobile phones and any other items of any nature whatsoever.

COVERING:

This insurance shall indemnify the Assured in respect of their legal liability arising under statute and/or contract and/or common law and/or otherwise for physical loss or physical destruction of or physical damage to property as defined elsewhere herein.

EXCLUSIONS

Notwithstanding anything herein to the contrary, (except where included in the Institute War Clauses) this policy does not cover:

WAR & CIVIL WAR

1. Loss or damage caused by or resulting from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power or confiscation to or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

2.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

2.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

2.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

AGENCY CUSTOMER ID: S51675

LOC #: Houston

**ADDITIONAL REMARKS SCHEDULE**Page 3 of 3

AGENCY Marsh USA Inc.		NAMED INSURED Loomis Armored US, LLC 2500 CityWest Blvd, Ste 2300 Houston, TX 77042	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

2.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub*clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

2.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

It is agreed for the avoidance of doubt that the foregoing clause shall not apply where the proximate cause of Loss is theft. This exclusion shall not apply where the use or operation, of any weapon as described in 12.5 above facilitates the theft, robbery, burglary, hold-up, or other criminal taking of Property.

It is agreed for the avoidance of doubt that the foregoing clause shall not apply where the proximate cause of loss is theft.

DISHONEST OR FRAUDULENT ACTS OF DIRECTORS

3 This policy does not cover Loss resulting directly from any dishonest or fraudulent act(s) or dishonest or fraudulent omission(s) of Board Directors of Loomis AB except in the event of any such dishonest or fraudulent act(s) or dishonest or fraudulent omission(s) such Board Director is performing acts coming within the scope of the usual duties of an Employee of the Assured.

SANCTION LIMITATION AND EXCLUSION CLAUSE

4 Insurers shall not be deemed to provide cover and Insurers shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

CITY OF SPOKANE, WASHINGTON
INFORMAL REQUEST FOR PROPOSALS

DESCRIPTION: Armored Car Service

DEPARTMENT: Accounting

DUE DATE: November 30, 2016, no later than 5:00 PM

SUBMIT TO: City of Spokane
808 West Spokane Falls Blvd, 4th Floor
Spokane, WA 99201

1. INTRODUCTION

1.1 BACKGROUND

The City of Spokane collects cash/checks at a variety of locations throughout the city. We require frequent armored car pickup as specified in Appendix A. For ease of processing payments, the City prefers a not-to-exceed pricing structure.

1.2 PAYMENT

The Company shall submit its invoices to the following Departments as indicated in Appendix A.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserve 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.

1.3 PERIOD OF PERFORMANCE

The proposed contract is estimated to begin on January 1, 2017 and run through December 31, 2018. The City will not accept service agreements containing evergreen clauses.

Contract renewals or extensions, if any, shall be at the sole discretion of the City. The contract may be extended for three (3) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years.

2. SCOPE OF SERVICES

2.1 SCOPE OF SERVICES

See attached appendix for location pickup needs.

3. GENERAL INFORMATION

3.1 IRFP COORDINATOR

The IRFP 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 IRFP shall be with the IRFP Coordinator, as follows:

Name	Kim Bustos
Department	Accounting
Phone Number	509.625.6034
E-Mail Address	kbustos@spokanecity.org

Any other communication will be considered unofficial and non-binding on the City.

3.2 SUBMISSION OF PROPOSALS

- A. PROPOSALS MAY BE SUBMITTED BY HAND OR EMAIL
- B. Place one copy of the Proposal in a sealed envelope. On the front of the envelope, place the following information:

**Armored Car Service
DUE: November 30, 2016
PROPOSER'S NAME**

- C. Mail or hand deliver one copy of the Proposal, as follows:

City of Spokane
Attn. Purchasing
808 West Spokane Falls Blvd, 4th Floor
Spokane, WA 99201

3.3 ACCEPTANCE PERIOD

Proposals shall remain in effect for a minimum of thirty (30) days from the due date for receipt of Proposals for acceptance by the City.

3.4 RESPONSIVENESS

Failure by the Proposer to comply with any part of the IRFP may result in rejection of the Proposal as non-responsive. The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

3.5 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 IRFP, conduct of a presentation, or any other activities related to responding to this IRFP.

3.6 EVALUATION PROCEDURE

Responsive Proposals will be evaluated based on the requirements stated in this solicitation. The evaluation process is designed to award this procurement not necessarily to the Company of least cost, but rather to the Company whose Proposal best meets the requirements of this IRFP. The City, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation. The IRFP Coordinator may contact the Proposer for clarification of any portion of the Proposer's Proposal.

3.7 ACCEPTANCE / REJECTION OF PROPOSALS

Contract award, if made, will be to the Proposer submitting the most favorable Proposal. The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract from this IRFP.

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. Include the Letter of Submittal, Technical and Management Proposal, Cost Proposal, and other information as requested in this solicitation.

4.2 LETTER OF SUBMITTAL

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Company 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). The Letter of Submittal should include the following information about the Company.

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 Company (sole proprietorship, partnership, corporation, etc.).
3. Acknowledgement that the Company will comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed by the City.

4.3 TECHNICAL AND MANAGEMENT PROPOSAL

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

1. **EXPERIENCE OF THE COMPANY** - Indicate the experience the Company has in the area of the proposed contract work.
2. **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 Company shall grant 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.

4.4 COST PROPOSAL

Not-to-exceed prices for each of the pickup locations in Appendix A should be provided. With the exception of costs related to special or unscheduled pickups, no add-on fees should be included in the prices submitted.

5. CONTRACT TERMS

5.1 CITY OF SPOKANE BUSINESS REGISTRATION

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 license. The Company 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 Company 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.

5.2 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.

5.3 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.

5.4 INSURANCE COVERAGE

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

- A. Workers' 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 provide that the City, its officers and employees are additional insureds but only with respect to the Company'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 \$300,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Blanket Crime Insurance covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received, and/or in the possession of the Company at any given time; and
- E. When any accountants, bookkeepers, financial professionals, security personnel, or any other professionals perform work in connection with this Agreement, Professional Liability Insurance with a combined single limit of not less than \$500,000 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.

Umbrella or Excess Liability insurance may be used to supplement the above minimum liability limits.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, the Company shall furnish acceptable insurance certificates to the City at the time it returns the signed contract, or such similar evidence if the coverages have an expiration or renewal date occurring during the term of this Agreement. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

Appendix A

Location	Pickup Location (list physical address)	Liability Coverage (per shipment)	Estimated Quantity	Service Frequency	Day(s) of Week	Time	Notes	Destination	Mailing Address for Invoices
City Hall	City Hall, 1st Floor	\$1 million	20 deposit bags	5 times/week	Mon-Fri	After 3:15 PM	Year Around	US Bank, Downtown Spokane Branch	808 West Spokane Falls Blvd Spokane, WA 99201 ATTN: Accounting or via email at Treasury Accounting@spokaneccity.org
City Hall Parking	City Hall, Lower Level	\$50,000	Approximately 100 bags of coin weekly	5 times/week	Mon-Fri	After 3:15 PM	Year Around	US Bank, Downtown Spokane Branch	808 West Spokane Falls Blvd Spokane, WA 99201 ATTN: Parking Enforcement
Riverfront Park	507 North Howard Street	\$50,000	1 deposit bag	1 time/week	Monday	After 1:00 PM	Dec-March	US Bank, Downtown Spokane Branch	808 West Spokane Falls Blvd Spokane, WA 99201 ATTN: Parks Accounting or via email at Parks Accounting@spokaneccity.org
Riverfront Park	507 North Howard Street	\$50,000	1 deposit bag	2 times/week	Monday and Friday	After 1:00 PM	April-May, Sept-Nov	US Bank, Downtown Spokane Branch	808 West Spokane Falls Blvd Spokane, WA 99201 ATTN: Parks Accounting or via email at Parks Accounting@spokaneccity.org
Riverfront Park	507 North Howard Street	\$50,000	2 deposit bags	7 times/week	Mon-Sun	After 1:00 PM	June-Aug	US Bank, Downtown Spokane Branch	808 West Spokane Falls Blvd Spokane, WA 99201 ATTN: Parks Accounting or via email at Parks Accounting@spokaneccity.org
Riverfront Park	507 North Howard Street	\$50,000	1 deposit bag	As needed	TBD	After 1:00 PM	Special events/extra pickups	US Bank, Downtown Spokane Branch	808 West Spokane Falls Blvd Spokane, WA 99201 ATTN: Parks Accounting or via email at Parks Accounting@spokaneccity.org
Manito Park Café	1928 S Tekeoa Street	\$25,000	1 deposit bag	7 times/week	Mon-Sun	After 1:00 PM	May-Sept only	US Bank, Downtown Spokane Branch	808 West Spokane Falls Blvd Spokane, WA 99201 ATTN: Parks Accounting or via email at Parks Accounting@spokaneccity.org
Muni Court	1100 W Mallon	\$100,000	1 deposit bag	5 times/week	Mon-Fri	Between 1:00 and 4:00 PM	Year Around	Banner Bank	1100 W Mallon Spokane WA 99260
Muni Court Parking	1100 W Mallon	\$100,000	1 deposit bag	5 times/week	Mon-Fri	Between 1:00 and 4:00 PM	Year Around	US Bank, Downtown Spokane Branch	1100 W Mallon Spokane WA 99260
Police Records	1100 W Mallon	\$100,000	1 deposit bag	5 times/week	Mon-Fri	After 3:00 PM	Year Around	US Bank, Downtown Spokane Branch	1100 W Mallon Spokane WA 99260
Police Evidence Room	4010 E Alki	\$100,000	1 deposit bag	As needed @ 4 times/year	As needed	After 3:00 PM	Approximately Quarterly	US Bank, Downtown Spokane Branch	1100 W Mallon Spokane WA 99260
Waste to Energy - Geiger	2900 S Geiger Blvd	\$250,000	2-15 deposit bags	5 times/week	Mon-Fri	After 8:00 AM	Year Around	US Bank, Downtown Spokane Branch	2900 S Geiger Blvd Spokane, WA 99224

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

07/10/2017

Date Rec'd

6/20/2017

Clerk's File #

OPR 2017-0464

Renews #Submitting Dept

ASSET MANAGEMENT

Cross Ref #Contact Name/Phone

ED LUKAS X 6286

Project #Contact E-Mail

ELUKAS@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

CR18228

Agenda Item Name

MASTER PAVING MAINTENANCE CONTRACT

Agenda Wording

This contract is for various levels of preventative maintenance of paved parking lots at various locations owned by the City of Spokane.

Summary (Background)

The City of Spokane owns a wide variety of facilities through the City of Spokane and the parking lots associated with these properties are in various conditions of disrepair and are in need of various levels of preventative maintenance

Fiscal ImpactBudget Account

Expense \$ 200,000.00

5900-30210-42300-54201

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

DUNIVANT, TIMOTHY

Study Session**Division Director**

DUNIVANT, TIMOTHY

Other

06/18/2017 Finance Committee

Finance

HUGHES, MICHELLE

Distribution List**Legal**

WHALEY, HUNT

For the Mayor

DUNIVANT, TIMOTHY

Additional Approvals**Purchasing**



City of Spokane
Preventative Maintenance
AGREEMENT

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **WM WINKLER COMPANY**, whose address is 5516 Starr Road, Newman Lake, Washington, 99025 as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **Off-Street Parking Lot Repair and Maintenance**; and*

WHEREAS, the Contractor was selected from an RFB issued by the City on March 22, 2017 (RFB #SW49-17).

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on July 1, 2017, and ends on November 1, 2017, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor 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 Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.

The Contractor's 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 Agreement documents, this City Agreement controls.

The Contractor shall provide the following Work for the City:

Off-Street Parking Lot Repair and Maintenance

The Work is subject to City review and approval. The Contractor 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 Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Agreement shall be a maximum amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, unless modified by a

written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

The Company shall submit its applications for payment to City of Spokane, Asset Management Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

5. TAXES, FEES AND LICENSES.

- A. Contractor 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 Contractor'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. 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.

6. PREVENTATIVE MAINTENANCE.

The following Preventative Maintenance requirements apply to the Work under this Agreement:

- A. The Contractor shall pay state prevailing wages. The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages," certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the pre-filed statement or statements of intent to pay prevailing wages on file with the City. At the end of the work, the Contractor and subcontractors must submit an "Affidavit of Wages Paid," certified by the industrial statistician.
- B. **STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** For contracts in excess of \$10,000, the Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.
- C. A payment/performance bond is NOT required.
- D. Statutory retainage is NOT required.

7. 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 Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

9. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Agreement by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor 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.

Contractor's indemnification shall specifically include all claims for loss or liability because of wrongful payment under Uniform Commercial Code, Section 9-318, or other statutory or contractual liens or rights of third parties, including taxes, accrued or accruing as a result of this Agreement or work performed or materials furnished directly or indirectly because of this Agreement.

10. INSURANCE.

During the period of the Agreement, the Contractor 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 \$1,000,000 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 Contractor's services to be provided under this Agreement;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in 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; and

D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

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 coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as 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.

11. FEES FOR WASHINGTON'S LABOR & INDUSTRY (L&I) FILINGS. (Section 6 above).

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

12. SUBCONTRACTOR RESPONSIBILITY.

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

13. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Agreement does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Agreement prohibits the Contractor to act as an agent or legal representative of the City. The Contractor 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 Contractor shall pay all income and other taxes as due.

14. ASSIGNMENT AND SUBCONTRACTING.

The Contractor 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 Contractor shall incorporate by reference this Agreement, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

15. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

16. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Agreement are performed.

17. ANTI KICK-BACK.

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

18. CONSTRUAL.

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

19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

The Contractor guarantees and warranties all work, labor and materials under this Agreement for two (2) years following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Agreement. This warranty is in addition to any manufacturers' or other warranty in the Agreement documents.

20. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, 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.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **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.
- F. **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 or future 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 Contractor after the time the same shall have become due nor payment to the Contractor 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.

- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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.

WM WINKLER COMPANY

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Contractor's General Scope of Work

17-056

BRIEFING PAPER
Asset Management Department
6/29/2017

Subject:

Contract with WM Winkler Corporation for various levels of preventative maintenance of paved parking lots at various locations owned by the City of Spokane.

Background:

The City of Spokane is the owner of a wide variety of facilities across the City, roughly 75 of which that have paved parking areas. These facilities range from city libraries, parks, utility locations, and community centers to police precincts and City Hall. These parking areas are currently in various conditions of disrepair and are in need of various levels of preventative maintenance.

Funding has been identified to allow for the completion of \$200,000 worth of paving maintenance for the 2017 paving season. City staff released an RFP for the completion of the work in March of 2017 and after a 3 week bid period received one qualified bid from WM Winkler on April 18th. This bid identifies a list of the various common work items and the unit sots associated. This format allows for the development of individual scopes of work for each unique location.

This contract has been developed in a master contract format. This provides for the flexibility necessary to complete as much maintenance work as possible at a wide variety of locations during the paving season, while working around various public events at these locations and accounting for the differing levels of work needed at each site.

These parking areas were audited in 2014 and ranked based on the condition of the pavement. It is the intent of staff to utilize this data to create individual task assignments for work to be completed this year beginning with paved areas with the worst condition rankings.

Impact:

While paved parking areas see a much lower rate of wear and tear compared to city arterials and residential streets, all pavement requires maintenance to extend wear life. The majority of the City parking lots have had maintenance deferred over many years. This contract is anticipated to be the first of several over multiple years designed to address the ongoing maintenance of our paved areas. This effort should rebuild deficient areas and provide additional life for newer lots before they begin to break down.

Action:

Recommend approval of the contract

DAVID A. CONDON
MAYOR



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

April 12, 2017

ADDENDUM NO. 1

REQUEST FOR BIDS #SW49-17 – CITY OF SPOKANE OFF-STREET PARKING LOT REPAIR AND MAINTENANCE

This Addendum 1 to Request for Bids #SW49-17 CITY OF SPOKANE OFF-STREET PARKING LOT REPAIR AND MAINTENANCE is being issued to extend the due date, answer questions received and provide the attendance sheet from the Pre-Bid Conference. Questions are identified with "Q". Answers are identified with "A" and red text.

1. The due date for submitting bid proposals has been extended. The due date is now **TUESDAY, APRIL 18, 2017 – 9:00 A.M. local time.**

2. The Pre-Bid Conference Attendance Sheet is hereby included in this Addendum 1 by reference and is titled: "Attachment 1 – Pre-Bid Conference Attendance Sheet".

3. **Q:** Will there be a minimum work amount for the individual task assignments?

A: Yes, the minimum work amount per task assignment will be no less than ten thousand dollars (\$10,000.00).

4. **Q:** How will the bid be awarded?

A: The bid will be awarded based on the lowest responsive and responsible bid for all the work outlined. The maximum expenditure for the contract will not exceed two hundred thousand dollars (\$200,000.00).

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

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Company

Authorized Signature

DAVID A. CONDON
MAYOR



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

SMALL WORKS ROSTER PROJECT - CALL FOR BIDS

City of Spokane, Washington

BID NUMBER: #SW49-17

DESCRIPTION: CITY OF SPOKANE OFF-STREET PARKING LOT REPAIR AND MAINTENANCE

DUE DATE: THURSDAY, APRIL 13, 2017
No later than 10:00 a.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

SECTION I. BID PREPARATION AND EVALUATION

1. **PRE-BID CONFERENCE.** A pre-bid conference will be held on **Tuesday, April 4, 2017 at 2:00 p.m.** The location will be 5th Floor, City Hall, 808 West Spokane Falls Boulevard, in Room 5A.

2. **BID PREPARATION.** Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized representative of the Contractor's Firm. If errors are made, the corrections shall be initialed by the Firm's representative signing the bid. If the bid contains any omission, erasures, alterations, additions, or items not called for in the proposal, or contains irregularities of any kind, it may constitute sufficient cause for rejection. Corrections and/or modifications received after bid opening will not be accepted

3. **SUBMISSION OF BIDS.** Submit one (1) paper copy of the bid in a sealed envelope by 10:00 a.m. on THURSDAY, APRIL 13, 2017 to:

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

On the front of the envelope, clearly mark:

"SEALED BID – IMPORTANT"

"BID #SW49-17 – CITY OF SPOKANE OFF-STREET PARKING LOT REPAIR AND MAINTENANCE"

"DUE: THURSDAY, APRIL 13, 2017 – 10:00 A.M."
YOUR COMPANY NAME

City Hall is now a secured building. If the Bidder is hand delivering a bid, note that additional time is required to sign in and gain entrance to the building. **NOTE: emailed or faxed bids will not be accepted. Late bids will not be accepted.**

4. **BIDDERS' REPRESENTATION.** The Bidder by making its bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the work is to be performed. Bidder further warrants through this representation, it is capable of fully performing and executing the type of Work being solicited via this City Request for Bids.

5. **CONFIRMATION OF CAPACITY.** Prior to the award of contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.

6. **BID SECURITY.** The bid shall be accompanied by cash, a bid bond, certified or cashier's check payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible Bidders. When the construction agreement is signed and returned with executed payment and performance bonds, the other bid security will be released.

7. AWARD OF CONTRACT. Award of contract, when made by the City, will be to low responsive responsible Contractor. Unsuccessful Bidders will not automatically be notified of results. THE CITY RESERVES THE RIGHT TO ACCEPT EITHER THE BASE BID PER PLANS AND SPECIFICATIONS OR ALTERNATIVE PROPOSALS WHEN IN THE BEST INTEREST OF THE CITY.

8. PAYMENT. Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Contractor 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.

9. REJECTION OF BIDS. The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities and immaterial variances in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.

10. CONTRACTOR REGISTRATION. The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.

11. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

- A. In accordance with RCW 39.04.380 effective *March 30, 2012* the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident contractor. A nonresident contractor from a state that provides a percentage bid preference means a contractor that: a) is from a state that provides a percentage bid preference to its resident contractors bidding on public works contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.
- B. The state of residence for a nonresident contractor is the state in which the contractor was incorporated or, if not a corporation, the state where the contractor's business entity was formed. All nonresident contractors will be evaluated for out of state Bidder preference. If the state of the nonresident contractor provides an in-state contractor preference, a comparable percentage disadvantage will be applied to their bid prior to contract award.
- C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.

12. PUBLIC WORK REQUIREMENTS. The Scope of Work for this project constitutes a Public Work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of State Prevailing Wages, securing Payment and Performance Bonds from a Surety licensed to do business in Washington State and sales tax implications in making their bids. A BID BOND AND PERFORMANCE BOND IS REQUIRED.

13. RETAINAGE.

In Lieu of the required RCW 39.06 Retainage on Public Works projects, the Contractor may post a Retainage Bond with a Surety licensed to conduct business in the State of Washington equal to five percent (5%) of the entire Contract price. The requisite five (5%) Statutory Retainage will be released for each payment to the Contractor, in reliance on the provided Retainage Bond remaining in place for the entirety of the Contract Term.

14. FEES. Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician of the State Department of Labor and Industries will be added to the amounts due the Contractor based on each task assignment. The Contractor will remain responsible for the actual submittal of the documents to the industrial statistician. In order to receive this reimbursement the Contractor will be required to submit to the City, prior to final acceptance of the work, a list of its subcontractors at all tiers and have their "Statements of Intent to Pay Prevailing Wages" on file with the City.

15. PROJECT CONTACT.

The project contact for the City of Spokane (Owner) is:

Name: Dave Steele
Department: Asset Management
Phone: 509-625-6064
Email: dsteele@spokanecity.org

16. BIDDER RESPONSIBILITY CRITERIA (MANDATORY). Before award, the Bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Bid submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable:
 - 1) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in title 51 RCW;
 - 2) Have a Washington Employment Security Department number, as required in title 50 RCW;
 - 3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.
- D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

- E. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.

17. BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL).

A Bidder will be deemed not responsible if:

- A. the Bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended; or
- B. the Bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The Bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

If a potential Bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Section of the Accounting Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all Bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting Bidder of its decision.

As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other Bidders as well, and to request further documentation as needed to assess the Bidder's responsibility.

Note a minimum requirement of:

- **Two (2) completed projects in the last ten (10) years of similar size and scope. Evidence shall be submitted using the supplemental bidder responsibility criteria form attached to this Request for Bids.**

The basis for evaluation of Bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the Bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a Bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.

If the City determines the low Bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing with reasons for the determination. If the Bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the Bidder before issuing its subsequent determination. If the Bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination.

If the final appeal affirms that the Bidder is not responsible, the City will not execute a contract with any other Bidder until at least two (2) business days after the Bidder determined to be not responsible has received the final determination.

SECTION II. GENERAL REQUIREMENTS

AIA DOCUMENT A201 "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"

By reference, the printed document "General Conditions of the Contract for Construction, AIA Document A201, 2007 edition, is hereby included and shall be part of the Contract Documents. Copies of AIA Document A201 are available for review at the offices of the Owner. Copies may also be purchased from the American Institute of Architects or its local distributor.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 3 - CONTRACTOR

3.5.1 Add a subparagraph 3.5.1 to read:

GUARANTY. The Contractor guarantees all work, labor and materials for one year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to Work, which has been abused or neglected by the City. This guaranty shall be in addition to any standard warranty or service guaranty offered by the Contractor.

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

WASHINGTON STATE RETAIL SALES TAX FOR GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The Owner reserves the right to claim any exemption authorized by law.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following to subparagraph 3.7.1:

The Contractor shall be responsible for obtaining at its expense all permits required by regulatory agencies. Below is a list of permits that may be required on typical projects, and where they may be obtained. The list is included for the Contractor's benefit and is not considered exhaustive:

Building Permit, Building Services	625-6300
Electrical Permit, Building Services	625-6300
City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
Obstruction Permit, Engineering Services	625-6300
Sewer Permit, Engineering Services	625-6300
Water Service Application, Engineering Services	625-6300

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of work.

3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete subparagraph 5.2.1 and replace with:

The Contractor shall at time of bid submittal submit the names of the subcontractors with whom the Contractor, if awarded the contract, will subcontract for performances of the work. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those who are to furnish materials or equipment fabricated to a special design).

ARTICLE 8 - TIME

8.4 Add a new section to read:

8.4 LIQUIDATED DAMAGES

Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the work on time, the Owner has adopted liquidated damages for this Work as set forth in the bid proposal.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

9.3.4 Add a subparagraph 9.3.4 to read:

The Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. Five percent (5%) will be held as retainage pursuant to chapter 60.28 RCW.

9.4 CERTIFICATES FOR PAYMENT

9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

9.6 PROGRESS PAYMENTS

9.6.8 Add a subparagraph 9.6.8 to read:

Pursuant to RCW 60.28, the City will retain five percent (5%) from the monies earned by the Contractor. The retainage shall be held as a trust fund for the protection and payment: (1) to the State of taxes and fees owed by the Contractor; and (2) of any person, mechanic, subcontractor or material supplier who performs any labor or furnishes any supplies toward the work. Release of retainage will be made forty five (45) days following final acceptance of the work provided all state required releases have been received and no claims have been filed against the project. In the event a claim is filed, the Contractor shall be paid a portion of the retainage, less an amount sufficient to pay the claim and potential legal costs.

9.6.9 Add a subparagraph 9.6.9 to read:

Before payment is made, the Owner shall require the Contractor and each subcontractor to submit a Statement of Intent to Pay Prevailing Wages to the Owner's Accounting Department which has been approved by the State Department of Labor and Industries before submittal. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim (invoice) submitted by a Contractor for payment on a project estimate shall have a certification which states that the prevailing wages have been paid in accordance with the prefilled Statement(s) of Intent to Pay Prevailing Wages.

The fee for the approval of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid is forty dollars (\$40.00) for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the Department of Labor and Industries. Reimbursement for the fees paid by the Contractor will be added to the amounts due the Contractor; provided the Contractor has submitted to the Owner prior to final acceptance of the Work a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act (chapter 49.17 RCW).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Owner reasonable advance notice of the use or storage.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1 Delete paragraph 11.1 and replace with:

During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance:

- 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 or Stop Gap 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 \$1,500,000.00 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees and the Architect are additional insureds but only with respect to the Contractor's services to be provided under the contract; and

- c. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,00,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor 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 additionally insured; and include applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

11.4 PERFORMANCE AND PAYMENT BOND

11.4 Delete entirely and revise to read:

The Contractor shall furnish at its sole cost, a performance and payment bond to the Owner on the form to be provided by the Owner, equal to one hundred percent (100%) of the contract price. The bond is to insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the project. The bond is to be executed by a surety company authorized to do business as a surety in Washington State, and shall remain in effect for one (1) year following the Owner's final acceptance of the Work. Unless approved by the Owner, the surety's name shall appear on the United States Treasury Department's list of authorized sureties - Circular 570 as amended.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

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 Vendor 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 Vendor.

13.9 Add a paragraph 13.9 to read:

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

13.10 Add a paragraph 13.10 to read:

PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

- A. The prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries.
- B. The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>.
Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is THURSDAY, APRIL 13, 2017. Upon request, the City will mail a hard copy of prevailing wages for this project.
- C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

END OF SUPPLEMENTARY GENERAL CONDITIONS

SECTION III. TECHNICAL REQUIREMENTS

- 1. PERFORMANCE. Unless otherwise stated, the Contractor will be responsible for the furnishing of labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.
- 2. SCOPE OF WORK.
The City of Spokane currently owns and/or is responsible for approximately 400,000 square yards of asphalt surfaced paved parking lots throughout the community and desires to complete maintenance and repair work on a variety of these assets in 2017. These parking areas service libraries, fire stations, parks, police precincts, maintenance

yards, etc. It is the intent of this Request for Bids to solicit bids for the maintenance and repair of the asphalt parking lot surfaces, the repair or replacement of incidental concrete driveway aprons or slabs, and the reapplication of parking lot striping and handicapped striping as necessary to meet all applicable ADA standards.

The City of Spokane recognizes that each parking lot is in a different beginning condition. Some lots are essentially like new (having been recently constructed) and others are in need of significant work (likely requiring removal and replacement of failed asphalt). A third category of parking lots are in need of minor repairs or preventative maintenance.

For the purposes of this Request for Bids, the City of Spokane anticipates completing approximately the following amount of work during the 2017 paving season:

1. 15,000 linear feet of minor (less than 1" wide) crack cleaning, preparation, and sealing
2. 10,000 linear feet of major (greater than 1" wide) crack cleaning, preparation, and sealing
3. 2,000 square yards of full depth (2" or 3") asphalt removal and replacement
4. 5,000 square yards of "skin patch" (to include surface preparations)
5. 20,000 square yards of fog seal (to include surface preparations)
6. 25,000 square yards of slurry seal (to include surface preparations)
7. 10,000 square yards of chip seal per City standard (to include surface preparations)
8. 10,000 square yards of 1" asphalt grind and overlay
9. Restriping of parking stalls as necessary
10. Reapplication of handicapped striping per ADA requirements as necessary
11. 1,000 square yards of concrete repair (4" or 6")

Under no circumstances with the total dollar value of Work exceed Two Hundred Thousand Dollars (\$200,000) for the 2017 paving season.

The City of Spokane anticipates utilizing individual task assignments for each parking lot under an overarching "Not to Exceed" master contract resulting from this Request for Bids. The needs, requirements, desires, and working days for each parking lot will be evaluated and established jointly with City staff, the awarded Contractor and a task assignment for any work shall be prepared utilizing bid items and bid costs established under this Request for Bids. Work shall not be completed without a finalized task assignment signed by the City of Spokane Project Manager. Due to the highly public nature and function of City of Spokane parking lots, liquidated damages will be assessed per task assignment for failure to meet approved working days per task assignment.

All Work shall be completed per applicable City of Spokane or referenced WSDOT requirements defining standards and specifications for concrete and asphalt work including products and materials, work methods, final results, and work conditions. As part of this Request for Bids, Bidders shall submit materials specification sheets for each product or material proposed to be used in the completion of work resulting from this Request for Bids for review and approval by City staff.

BID PROPOSAL

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: City of Spokane, Off Street Parking Lot Repair and Maintenance

The undersigned Bidder has examined the site, read and understands the specifications for the above project and agrees to comply with all applicable federal, state and local laws and regulations. The Bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The Bidder proposes to do the project at the following bid item prices:

Base Bid: **TOTAL DOLLAR AMOUNT OF ALL WORK UNDER THIS CONTRACT WILL NOT EXCEED \$200,000.**

NOTE: Quantities below are estimates only for the purpose of determining low responsive bid. Payment will be made only for task orders requested and completed satisfactorily.

Item#	Line Item Description	Estimated Quantity	Price by	Unit Price	Total
1	Small Crack Clean, Prepare, Seal (Less than 1" in Width)	15,000 L.Ft	L.Ft	1.45	21,750.00
2	Large Crack Clean, Prepare, Seal (Greater than 1" in Width)	10,000 L.Ft	L.Ft	1.90	19,000.00
3	Surface Preparation and Fog Seal	20,000 Sq.Yd.	Sq.Yd.	1.90	38,000.00
4	Surface Preparation and Slurry Seal	25,000 Sq.Yd.	Sq.Yd.	2.85	71,250.00
5	Surface Preparation and Chip Seal	10,000 Sq.Yd.	Sq.Yd.	9.70	97,000.00
6	Surface Preparation and Skin Patch	5,000 Sq.Yd.	Sq.Yd.	40.60	203,000.00
7	Small Area Asphalt Digout and Replace (Individually less than 1 square yard)				
	A 2" Asphalt over 4" Compacted 5/8" Crushed (individually less than 1 square yard)	1,000 Sq.Yd.	Sq.Yd.	158.50	158,500.00
	B 3" Asphalt over 6" Compacted 5/8" Crushed (individually less than 1 square yard)	1,000 Sq.Yd.	Sq.Yd.	171.50	171,500.00
8	1" Asphalt Grind and Overlay	10,000 Sq.Yd.	Sq.Yd	63.50	635,000.00
9	Cast in Place Concrete Removal and Replacement				
	A 4" Concrete over 6" Compacted 5/8" Crushed for Slab, Sidewalk, or Driveway Apron	1,000 Sq.Yd.	Sq.Yd.	90.00	90,000.00
	B 6" Concrete over 6" Compacted 5/8" Crushed for Slab, Sidewalk, or Driveway Apron	1,000 Sq.Yd.	Sq.Yd.	90.00	90,000.00

10	Standard Stall Striping	5,000 L.Ft	L.Ft	0.95	4,750.00
11	Handicapped Stall Striping	15 Per Each	Per Each	127.00	1,905.00
		SUBTOTAL		1,601,655.00	
		SALES TAX (8.8%)		140.945.64	
		TOTAL		1,742,600.64	

The Bidder acknowledges receipt of addendum number ONE and agrees that its requirements have been included in this Bid.

The Bidder agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. WMWINC*935 LA
(must be in effect at time of bid submittal)

U.B.I. Number 602 703 784

Washington Employment Security Department Number 364626 00 9

Washington Excise Tax Registration Number 602 703 784

City of Spokane Business Registration Number T11099851BUS
(The successful Bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BY SUBMITTING THEIR BID, FIRM CERTIFIES IT IS NOT ON THE STATE OR FEDERAL DEBARRED LIST

BID SECURITY.

A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the Bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.

The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

COMPLETION TIME. The Bidder agrees to start the work under this contract within ten (10) days of the local asphalt plants opening for the 2017 paving season and to substantially complete the specified work prior to the closing date of the local asphalt plants for the 2017 paving season.

CONTRACT TERM. The period of performance of any contract resulting from this Request for Bids is tentatively scheduled to begin on or about April 15, 2017 and to end on October 31, 2017.

LIQUIDATED DAMAGES. If individual task assignments are not completed within approved completion time as defined in the task assignment, the Contractor agrees to pay to the City liquidated damages in the amount of Two Hundred and Fifty Dollars (\$250.00) for each and every day the work on that task assignment remains incomplete.

FIRM NAME: Wm Winkler Company

SIGNATURE:  TITLE: President

EMAIL brian@wmwinkler.com PHONE: 509-489-6100

ADDRESS: PO Box 430/ 5516 N. Starr Rd, Newman Lake, WA 99025

SUBCONTRACTOR LIST

PROJECT NAME: City of Spokane, Off Street Parking Lot Repair and Maintenance

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE:

(USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER Arrow Concrete & Asphalt Specialties Inc

TYPE OF WORK/BID ITEM Asphalt Patching & Pavement Markings

AMOUNT \$ TBD Based Upon Work Packages

CONTRACTOR'S REGISTRATION NO. ARROWCA054NP

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT \$ _____

CONTRACTOR'S REGISTRATION NO. _____

☐ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of \$ N/A, which is equal to or more than five percent (5%) of the total bid.

Signature _____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

We, Wm. Winkler Company as Principal,
and Travelers Casualty and Surety Company of America as Surety,
are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the **City of Spokane, Off Street Parking Lot Repair and Maintenance Project** according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

SIGNED AND SEALED on April 18, 2017

Wm. Winkler Company

AS PRINCIPAL


By: 

Title: PRESIDENT

A valid POWER OF ATTORNEY must accompany this bond.

By:

Travelers Casualty and Surety Company of America
AS SURETY


Jaclyn R. Kruse

Attorney in Fact



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231661

Certificate No. 007129459

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas V A Davis, Jaclyn R. Kruse, Judith C. Kaiser-Smith, James E. Majeskey II, Judith A. Rapp, Shanalee E. Steele, and Marla J. Davenport

of the City of Spokane, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of February, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 20th day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public



City of Spokane, Washington Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low Bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: City of Spokane Off-Street Parking Lot Repair and Maintenance

Project #: **SW49-17**

Part A: General Company Information

Company Name: Wm Winkler Company

Address: PO Box 430/ 5516 N. Starr Rd, Newman Lake, WA 99025

Contact Name and Title: Brian J Winkler, President

Contact Phone: 509-489-6100

Contact E-mail: brian@wmwinkler.com

Years in business as a Prime Contractor: 98

Years in business as a sub-contractor: 98

Years in business under present Name: 98

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years: NONE

Explain reason for name change(s) in the past five (5) years: N/A

Part B: Work Experience

Provide at least the requested number of references for completed projects on the attached Work Experience Form. **Minimum number of completed construction projects required for City of Spokane, Off Street Parking Lot Repair and Maintenance project is:**

- **A minimum of two (2) projects in the last ten (10) years consisting of projects similar in scope.**

Part C: Performance Evaluation

Under past or present names does the Bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

Part D: Record of Debarment / Disqualification

Has the Bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

<p>If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.</p>
<p>Part E: Safety</p>
<p>In the last five (5) years, has the Bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?</p>
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.</p>
<p>Part F: Environmental</p>
<p>In the last five (5) years, has the Bidder received serious citations from government environmental enforcement agencies on projects for which the Bidder was the contractor?</p>
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.</p>
<p>Part G. Utilization Requirements</p>
<p>In the last five (5) years, has it been determined by a government agency that the Bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?</p>
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.</p>
<p>Part H: Discrimination</p>
<p>Has the Bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?</p>
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involved, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.</p>
<p>Part I. Prevailing Wage</p>
<p>In the last five (5) years, has the Bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?</p>
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.</p>

Part J: Public Bidding Crime (Criminal Convictions)
Has the Bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)
Part K. Claims Against Retainage and Bonds
Does the Bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the Bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part L. Termination for Cause
Has the Bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part M: Litigation
Has the Bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the Bidder for failure to meet terms on contracts in the previous five (5) years?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the Bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.
Part N: Delinquent State Taxes
Does the Bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the Bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility

Does the Bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the Bidder have an established procedure which it uses to validate the responsibility of each of its subcontractors? Does the subcontract form require that each of the Bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☒ Yes ☐ No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative**Date**

April 18, 2017

**Printed Name of Authorized Representative****Title**

Brian J. Winkler

President

Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low Bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.

The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a Bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the Bidder. The City will assess the information provided and other information gathered in determining whether a Bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the Bidder.

For criteria with check boxes, the Bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Form Submittal:

Submit this form to Purchasing Section of the City of Spokane Accounting Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)

Email	purchasinghelp@spokanecity.org
With the Email Subject line:	Supplemental Bidder Form for #SW49-17 Off-Street Parking Lot Repair and Maintenance
With the title:	Supplemental Bidder Form for #SW49-17 Off-Street Parking Lot Repair and Maintenance
Mail or Hand Deliver to Street Address:	City of Spokane Purchasing Office 808 West Spokane Falls Boulevard, 4th Floor, Spokane, WA 99201 Attention: Thea Prince / Connie Wahl Supplemental Bidder Form for #SW49-17 Off-Street Parking Lot Repair and Maintenance

Questions: Please call (509) 625-6400

Attachment to Supplemental Bidder Responsibility Criteria Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. **Minimum number of completed construction projects required for City of Spokane, Off Street Parking Lot Repair and Maintenance project is:**

- **A minimum of two (2) projects in the last ten (10) years consisting of projects similar in scope.**

You may include any additional work experience you deem relevant in determining Bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name Wm Winkler Company		Bidders Contact Name & Phone Number Brian Winkler 509-489-6100	
Project Name SIA Flint Road Realignment		Project Contract Number #15-40-1835	
Project Owner Spokane International Airport		Project Location Spokane International Airport	
Project Owner Contact Name & Title Matt Breen, SIA Project Manager		Owner's Telephone Number 509-455-6455	
Notice to Proceed Date 9/9/16	Final Completion Date 11/28/16	Awarded Contract Value \$1,702,753.00	Final Contract Price \$1,764,941.50
Prime Contractor Name (If Not Bidder) SAME		Contractor Contact Name & Phone Number (If Not Bidder)	

Brief Project Description
Reconstruction of main roadway including demolition, concrete curb, gutter and sidewalk; asphalt paving; electrical; signage; striping; landscaping.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications

This removal and replacement was performed in a high traffic corridor and encompasses very similar scopes of work for your RFP.

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. **Minimum number of completed construction projects required for City of Spokane, Off Street Parking Lot Repair and Maintenance project is:**

- **A minimum of two (2) projects in the last ten (10) years consisting of projects similar in scope.**

You may include any additional work experience you deem relevant in determining Bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name Wm Winkler Company		Bidders Contact Name & Phone Number Brian Winkler 509-489-6100	
Project Name Town of Reardon Aspen Street and US 2		Project Contract Number 15-028	
Project Owner Town of Reardon, WA		Project Location Hwy US 2- Reardon, WA	
Project Owner Contact Name & Title c/o Brian Hicks, PE Engineer		Owner's Telephone Number 509-838-3810	
Notice to Proceed Date 7/15/15	Final Completion Date 10/19/15	Awarded Contract Value \$739,236.00	Final Contract Price \$761,711.24
Prime Contractor Name (If Not Bidder) SAME		Contractor Contact Name & Phone Number (If Not Bidder)	

Brief Project Description
Reconstruction including demolition; curb, gutter, sidewalks; ADA ramps; asphalt pavement; landscaping and irrigation.

Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications
Constructed on high traffic corridor.

Wm. Winkler Company

Washington Subcontractor Verification of Responsibility Validation Procedure:

- 1) Verify Subcontractor has completed all information on Subcontract including Appendix 2
- 2) Review subcontractor scope of work to determine if Specialty License such as electrical contractor or elevator contractor is required.
- 3) Verify Subcontractor information at various Washington State Departments:
 - a) License information on Washington State Department of Industries (L&I) website at: <http://www.lni.wa.gov/TradesLicensing/Contractors/HireCon/Verify/>
 - b) Debarment information on L&I website at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>
 - c) Verify subcontractor is registered with WA Department of Revenue at: <http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/>

Verification of Responsibility – Appendix #2 – Washington

2 VERIFICATION OF RESPONSIBILITY.

2.1 Contractor and Subcontractor hereby acknowledge their obligations under RCW 39.06.020, which requires verification of responsibility of contractors and subcontractors for public work. It is understood and agreed that this Section 2, and Section 3 below, of this Subcontract shall apply irrespective of whether this Subcontract concerns public work.

2.2 Subcontractor verifies and warrants by signing this Subcontract, that Subcontractor, at the time of bid and at the time of Subcontract execution:

2.2.1 Meets the responsibility criteria listed in RCW 39.04.350(1) and as set forth in Subsections 2.2.5 through 2.2.8 below; and

2.2.2 Has a current state unified business identifier number, and has entered that number in Section 3.2 below;

2.2.3 Has a certificate of registration in compliance with Chapter 18.27 RCW, and has entered its Contractor's Registration/License Number in Section 3.3 below;

2.2.4 Possesses an electrical contractor license, if required by Chapter 19.28 RCW and has entered its Contractor's Registration/License Number in Section 3.4 below;

2.2.5 Possesses an elevator contractor license, if required by Chapter 70.87 RCW and has entered its Contractor's Registration/License Number in Section 3.5 below;

2.2.6 If applicable, has industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, and has entered its State of Washington Industrial Insurance Account Number in Section 3.9 below;

2.2.7 Has an employment security department number as required in Title 50 RCW and has entered its State of Washington Employment Security Reference Number in Section 3.9 below;

2.2.8 Has a state excise tax registration number as required in Title 82 RCW and has entered its State of Washington State Excise Tax Registration Number (a.k.a. Department of Revenue Number) in Section 3.8 below;

2.2.9 Is not disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

2.2.10 Subcontractor shall include all of the verification requirements set forth in Section 2 and 3 hereof, in every subcontract of every tier issued by subcontractor for public work in the State of Washington.

3 ADDITIONAL REQUIRED INFORMATION. The following additional information is provided by Subcontractor. Subcontractor hereby certifies and warrants that the same is accurate and may be relied upon by Contractor, Owner, and others to whom it may be provided in connection with Contractor's performance and completion of the Project:

3.1 Information set forth in Section 1.2 of this Subcontract and provided pursuant to Section 2 above.

3.2 State of Washington Unified Business Identifier Number (UBI): _____

3.3 State of Washington Contractor's Registration/License Number: _____

3.4 State of Washington Electrical Contractor License Number (if applicable): _____

3.5 State of Washington Elevator Contractor License Number (if applicable): _____

3.6 Employer Identification Number: _____

3.7 State of Washington Employment Security Department Reference Number: _____

3.8 State of Washington State Excise Tax Registration Number (a.k.a. Department of Revenue Number): _____

3.9 State of Washington Industrial Insurance Account Number: _____

3.10 State of Washington MBE/WBE/DBE Registration Number (if applicable): _____

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

07/10/2017

<u>Date Rec'd</u>	6/20/2017
<u>Clerk's File #</u>	OPR 2017-0465
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	INTERLOCAL AGMT
<u>Requisition #</u>	

<u>Submitting Dept</u>	ACCOUNTING
<u>Contact Name/Phone</u>	THEA PRINCE 625-6403
<u>Contact E-Mail</u>	TPRINCE@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Report Item
<u>Agenda Item Name</u>	5600-PURCHASING INTERLOCAL PROCUREMENT AGMT W/ CENTRAL PIERCE FIRE & RESC

Agenda Wording

Interlocal Procurement Agreement with Central Pierce Fire & Rescue to allow the City of Spokane and Central Pierce Fire & Rescue to piggyback on each other properly competed bids/contracts.

Summary (Background)

The City of Spokane has a Fire Hose Bid that Central Pierce Fire & Rescue would like to piggyback onto.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$ 0.00	# none	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BUSTOS, KIM	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	FINANCE 6/19/17
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	WHALEY, HUNT	tprince	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY		
<u>Additional Approvals</u>			
<u>Purchasing</u>	PRINCE, THEA		

BRIEFING PAPER
Interlocal Procurement Agreement with Central Pierce Fire
& Rescue
June 19, 2017

Subject

Interlocal Procurement Agreement with Central Pierce Fire & Rescue.

Background

This Interlocal Procurement Agreement enables Central Pierce Fire & Rescue to piggyback onto the City of Spokane's Bid for Fire Hose.

Action

Approval of the Interlocal Procurement Agreement

Funding

No funding involved

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

07/10/2017

<u>Date Rec'd</u>	10/24/2016
<u>Clerk's File #</u>	OPR 2016-0488
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	18235000

Submitting Dept

HOUSING & HUMAN SERVICES

Contact Name/Phone

M SHARTS X6840

Contact E-Mail

MSHARTS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

1680 IERR SPECIAL SKILLS DUPLEX - 2418 E 4TH

Agenda Wording

Modifications of Promissory Note and HOME Program Loan Agreement with Inland Empire Residential Resources (Spokane) - increase of \$45,500 for total loan amount of \$325,500 and extend construction completion 4 months to October 2017.

Summary (Background)

The City receives HOME grants from HUD for rental housing projects that are affordable to low-income households. The modifications increase funds for the development of a duplex for special needs households with incomes at or below 30% of area median income (AMI) for at least 20 years. Costs increased due to site conditions, weather delays, cost increases, and upgrades. Time extension is due to weather delays.

Fiscal ImpactBudget Account

Expense \$ 2,889.75 HOME CHDO # 1710 95845 51010 54201 73494

Expense \$ 42,610.25 HOME CHDO # 1710 95846 57010 54201 73494

Select \$ #

Select \$ #

ApprovalsCouncil NotificationsDept Head

KINDER, DAWN

Study Session

CHE 6/5/17

Division Director

MALLAHAN, JONATHAN

OtherFinance

SCHEIDEGGER, SUZI

Distribution ListLegal

WHALEY, HUNT

sscheidegger, nbond, swilson, sstopper, mdoval

For the Mayor

DUNIVANT, TIMOTHY

cbrown, kkeenane, dkinder, msharts

Additional Approvals

housingservices@ierr811.com

Purchasing

REVISED PROPOSED BUDGET

INLAND EMPIRE RESIDENTIAL RESOURCES SPECIAL SKILLS DUPLEX 2418 E 4th Avenue

Closing/title/recording	1,500	Sponsor	1,500
Construction	295,100		
Permits/fees/hookups	5,976		
Soft cost contingency	780	City HOME funds	325,000
Architect	2,500		
Insurance	400		
Impact fees	744		
Construction contingency/ Developer fee	20,000		
SUBTOTAL	\$327,500	SUBTOTAL	\$327,000

Construction of a duplex with 2 ADA accessible units, including a 2-bedroom, 1 bath unit and a 3-bedroom, 1 bath unit on a lot that was owned by the City. Each unit will be about 1,250 sf. The units will be on grade with extra wide hallways, metal door jambs, laundry room in each unit, Energy-Star appliances, and front and rear access doors. There will be a covered patio area, a fenced yard, and parking for staff with easy access for paratransit. The 2-bedroom unit will include a number of features to improve safety and durability. Design features include hardened walls, commercial grade plumbing fixtures, safety glass windows, easily maintained floor coverings and a large room that could be a future bedroom, but is intended for use as a space where individuals can go, where they can be safe and separated from the other roommate. The 3-bedroom unit will also have protective wainscoting to reduce wheelchair damage. The building will have vinyl siding.

Some architectural, engineering, and other professional series costs incurred within 24 months before commitment may be reimbursed.

This revised budget includes an increase in construction costs of \$45,500 from the original budget. This includes the cost of unsuitable soils, inflation of costs for lumber and other materials, and upgrades to support severe behavior, such as upgraded interior wall assemblies and wall cladding, metal door jambs, and light fixtures.

COST/UNIT	\$163,750
TOTAL DEV COST/SF	\$131
CONSTRUCTION COST/SF	\$118

**CITY OF SPOKANE
INLAND EMPIRE RESIDENTIAL RESOURCES
SPECIAL SKILLS DUPLEX
MODIFICATION OF HOME PROGRAM LOAN AGREEMENT**

This Modification of HOME Program Loan Agreement ("Modification") is made this ____ day of _____, 2017, by and between INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington nonprofit corporation ("Borrower"), and CITY OF SPOKANE, a Washington municipal corporation ("Lender").

RECITALS

A. On or about June 20, 2016, Lender and Borrower entered into to a HOME Program Loan Agreement pursuant to which Lender will loan Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00) to Borrower (the "Loan Agreement"). Borrower's obligations to Lender under the Loan Agreement, and all renewals, modifications, and extensions thereof, are secured by a (i) Deed of Trust dated June 20, 2016, encumbering certain real property located in Spokane County, Washington (the "Deed of Trust") filed with the County Auditor on August 3, 2016, under recording number 6521033.

B. Lender has asked the Borrower for an increase in the principal amount of the loan to \$325,500.00. Subject to the terms and conditions of this Modification, Lender is willing to accommodate Borrower's request.

C. The Borrower has notified the Lender that the project completion will be delayed, due to site conditions and inclement winter weather. The estimated completion has changed from June 2017 to October 2017. The City hereby grants an extension of time for completion of the work.

D. Capitalized terms used herein, which are not otherwise defined, shall have the meaning ascribed to such terms in the Loan Agreement and Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Modification of Terms. Subject to satisfaction of the conditions in Section 2, the Loan Agreement shall be modified as follows:

1.1 Paragraph III of the Loan Agreement shall be modified as follows:

III. The City shall loan the Borrower a sum not to exceed (~~TWO HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$280,000.00))~~ THREE HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$325,500.00) from HOME funds, to be disbursed as provided herein, subject to the terms and conditions of this Loan Agreement and Related Documents.

1.2 Attachment 3 of the Loan Agreement, which is the Timetable, shall be replaced with a new Attachment 3 (attached).

SECTION 2. No Implied Modification. The Note, Loan Agreement, Covenant Agreement, and Deed of Trust, and all previous amendments and/or modifications thereof, are incorporated by reference into this document as though written in full and, except as specifically provided in this Modification, the terms of said Related Documents shall remain in full force and effect and shall not be considered modified, released, altered or affected. It is further agreed that any and all other documents entered into between Lender and Borrower to evidence or secure the Loan Agreement shall remain in full force and effect unless specifically canceled or amended by an instrument in writing signed by the Lender.

SECTION 3. Counterparts. This Modification may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed one and the same instrument

SECTION 4. Electronic Authorization. The parties agree to accept a digital image(s) of this Modification and the Loan Documents, as executed, as true and correct originals of the same, admissible in any proceeding as best evidence for the purposes of state law, state rules of civil procedure, Federal Rules of Evidence 1002, and like rules, statutes and regulations.

SECTION 5. Incorporation of Recitals. The recitals set forth in paragraphs A through C above are incorporated into the substantive provisions of this Modification.

BORROWER EXPRESSLY ACKNOWLEDGES AND UNDERSTANDS THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

THE LOAN AGREEMENT IS SECURED BY THE DEED OF TRUST DATED JUNE 20, 2016 RECORDED AGAINST THE PROPERTY DESCRIBED IN SAID DEED OF TRUST, BEING PARCEL NUMBER 35211.3704.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Modification to be executed as of the date first written above.

BORROWER: INLAND EMPIRE RESIDENTIAL RESOURCES
a Washington nonprofit corporation

By: 
Darryl K. Reber, Executive Director

LENDER: CITY OF SPOKANE,
a municipal corporation of the
State of Washington

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

ATTACHMENT 3

TIMETABLE

Category	Milestone/Task	Deadline Month Yr/Status
Site control	Close on property.	July 2016
Financing	Funding documented by all lenders	July 2016
Design/Permits	Approval of zoning, site plan, construction plans.	September 2016
	Building permits issued.	October 2016
Construction	Begin construction.	October 2016
	Complete construction. Certificate of occupancy issued.	October 2017
Occupancy	Units occupied.	60 days from Certificate of Occupancy

**CITY OF SPOKANE
INLAND EMPIRE RESIDENTIAL RESOURCES
SPECIAL SKILLS DUPLEX
MODIFICATION OF PROMISSORY NOTE**

This Modification of Promissory Note ("Modification") is made this ____ day of _____, 2017, by and between INLAND EMPIRE RESIDENTIAL RESOURCES, a Washington nonprofit corporation ("Borrower"), and CITY OF SPOKANE, a Washington municipal corporation ("Lender").

RECITALS

A. On or about June 20, 2016, Borrower made, executed and delivered to Lender a Promissory Note in the original maximum principal amount of Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00) (the "Note"). Borrower's obligations to Lender under the Note, and all renewals, modifications, and extensions thereof, are secured by a (i) Deed of Trust dated June 20, 2016, encumbering certain real property located in Spokane County, Washington (the "Deed of Trust") filed with the County Auditor on August 3, 2016, under recording number 6521033.

B. Lender has asked the Borrower for an increase in the principal amount of the Note to \$325,500.00. Subject to the terms and conditions of this Modification, Lender is willing to accommodate Borrower's request.

C. Capitalized terms used herein, which are not otherwise defined, shall have the meaning ascribed to such terms in the Note and Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Modification of Terms. Subject to satisfaction of the conditions in Section 2, Paragraph 1 of the Note shall be modified as follows:

1. **PROMISE TO REPAY: FOR VALUE RECEIVED**, the undersigned Inland Empire Residential Resources, hereinafter referred to as "Borrower", promises to repay to the order of the City of Spokane, a Washington state municipal corporation, or its success and assigns (hereinafter called "Lender") the maximum principal sum of ((TWO HUNDRED EIGHTY (sic) AND NO/100 DOLLARS (\$280,000.00))) THREE HUNDRED TWENTY-FIVE THOUSAND FIVE HUNDRED AND NO/100

DOLLARS (\$325,500.00) or so much of said sum or sums as may now or hereafter be loaned or disbursed to the Borrower by the Lender, for the purposes of providing a portion of the financing for the Borrower's Special Skills Duplex, located at 2418 East 4th Avenue in Spokane, WA (the "Project"). This Promissory Note (the "Note") is part of a transaction further reflected in a HOME Program Loan Agreement ("Loan Agreement"), a HOME Program Loan Covenant Agreement ("Covenant Agreement") of even date herewith, and a Quit Claim Deed dated June 20, 2016, recorded concurrently with the Covenant Agreement. Lender's disbursements under the Loan Agreement and the Note are further secured by a Deed of Trust of even date herewith ("Deed of Trust"). The terms of said documents are incorporated herein as if fully set forth herein, and together shall be referenced as the "Related Documents". The capitalized terms in said Related Documents shall have the same meaning in this Note unless the context clearly suggests otherwise. In the event of conflict or ambiguity in the terms of any of these documents, the terms most favorable to Lender shall apply.

SECTION 2. No Implied Modification. The Note, Loan Agreement, Covenant Agreement, and Deed of Trust, and all previous amendments and/or modifications thereof, are incorporated by reference into this document as though written in full and, except as specifically provided in this Modification, the terms of said Related Documents shall remain in full force and effect and shall not be considered modified, released, altered or affected. It is further agreed that any and all other documents entered into between Lender and Borrower to evidence or secure the Note shall remain in full force and effect unless specifically canceled or amended by an instrument in writing signed by the Lender.

SECTION 3. Counterparts. This Modification may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed one and the same instrument

SECTION 4. Electronic Authorization. The parties agree to accept a digital image(s) of this Modification and the Loan Documents, as executed, as true and correct originals of the same, admissible in any proceeding as best evidence for the purposes of state law, state rules of civil procedure, Federal Rules of Evidence 1002, and like rules, statutes and regulations.

SECTION 5. Incorporation of Recitals. The recitals set forth in paragraphs A through C above are incorporated into the substantive provisions of this Modification.

BORROWER EXPRESSLY ACKNOWLEDGES AND UNDERSTANDS THAT ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

THE NOTE IS SECURED BY THE DEED OF TRUST DATED JUNE 20, 2016 RECORDED AGAINST THE PROPERTY DESCRIBED IN SAID DEED OF TRUST, BEING PARCEL NUMBER 35211.3704.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this Modification to be executed as of the date first written above.

BORROWER: INLAND EMPIRE RESIDENTIAL RESOURCES
a Washington nonprofit corporation

By: 
Darryl K. Reber, Executive Director

LENDER: CITY OF SPOKANE,
a municipal corporation of the
State of Washington

By: _____
Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

BRIEFING PAPER
City of Spokane – City Council CHE
Community, Housing, & Human Services Department
Multifamily Housing Program Update
June 5, 2017

Subject

Review of affordable rental housing projects, which have been allocated federal HOME funds through the Community, Housing, and Human Services (CHHS) Dept. and will come before City Council in 2017. The attached table includes projects awaiting Council approval and projects that are underway.

Background

The City receives federal funds from the U. S. Department of Housing and Urban Development (HUD) through its HOME Investment Partnerships Program (HOME), which is administered by the CHHS Dept. Eligible uses include construction, rehabilitation, and acquisition of rental properties, which are affordable to low-income tenants. Eligible recipients include for-profit and non-profit housing providers and housing authorities. Some funding is restricted to non-profits designated as Community Housing Development Organizations (CHDO).

Following an RFP process and review by its Affordable Housing subcommittee, the CHHS Board recommends projects for allocations of HOME funds. The documents for the Transitions' cottage homes project are underway. It is expected to close on financing in August 2017. SNAP's Resident Court project uses funds received from the repayment of HOME funds for a SNAP-owned project that did not meet its minimum affordability period. The prior project was in the path of the North/South Freeway and WA DOT purchased it before the HOME period was met. The funds need to be reinvested with a CHDO and Resident Court has needs. Five other projects have been documented and are underway or will be underway soon. IERR recently requested an increase of \$45,500 to its \$280,000 allocation for the Special Skills duplex. This is to cover increased project costs due to the removal of a previously undetected foundation and costs have increased since its application over a year ago. The increase is not included in the attached table.

Impact

The two pending projects include a total of 66 units and will come before the Council this summer. Transitions is developing twenty-four of the 66 units as new cottage homes for previously homeless households. A unique funding source for this project is targeted funds from the State Legislature to significantly improve the energy efficiency of some units. Ten of the 24 units will be HOME units targeting households at or below 30% of area median income (AMI). SNAP's investment in Resident Court will extend the life and affordability of this

43-unit, occupied project, which was built in 1974. The City invested \$307,500 in HOME funds when SNAP acquired Resident Court in 2000. These funds will be used for major systems and some unit updates. The project still has restrictions under prior state and City funding. This will extend the City period of affordability for all units.

Projects previously approved by Council have 89 units, of which 48 will be new or returning to the rental market and 41 are existing, occupied units. The Madelia and Scott projects are well underway. Scott project will be done before summer's end and Madelia is expected to be complete in December 2017. The Special Skills duplex and 1st Avenue fourplex are in the early stages. Hifumi En is in the bidding process and the rehabilitation work should start within a month.

Action

Loan documents for the Transitions and Resident Court projects will be before Council this summer.

Funding

The HUD program began in 1992 and the City's annual allocation of HOME funds ranged from \$1.4 to \$1.8 million from 1995 to 2011, and was reduced to under \$1 million in 2012-2017. HOME's eligible uses include: rental housing (acquisition, rehabilitation, or construction), single family housing rehabilitation, tenant-based rental assistance, and homebuyer assistance.

HOME is subject to a number of federal requirements and regulations. The catalogue of Federal Domestic Assistance Number (CFDA) is 14.239. More information is at: <http://www.hud.gov/offices/cpd/affordablehousing/programs/home/>.

Most uses of HOME funds require a 25% match from non-federal sources. The match requirement is evaluated at the program level, not the level of each project. The City has sufficient accumulated match to meet current and many years of future required match.

**HOME-FUNDED RENTAL PROJECTS
PROPOSED AND UNDERWAY**

Pending (prior allocations recommended by Community, Housing & Human Services Board for approval by Council)

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type & approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	AH Committee Allocation	CHHS Board approval
Resident Court 1203 W 5th (Downtown) Buses: 42 (0 ft.)	Spokane Neighborhood Action Partners	Non-profit CHDO	\$250,000	\$250,000	0.0	43	25 stu/273-421 sf 11 1bd/480 sf 6 2bd/804-818 sf 1 2bd mgr/818sf	\$5,814	\$9	ELI, VLI-50	n.a.	n.a.
Transitions Permanent Supportive Housing N Hemlock (Audubon-Downriver) Buses: 33 (.2 mi), 23 (.3 mi)	Transitions	Non-profit	\$650,000	\$6,837,712	9.5	24	5 stu/416 sf 4 1bd/540 sf 12 2bd/650 sf 3 3bd/950 sf	\$284,905	\$384	ELI, VLI-50	10/13/15	11/4/15
Total			\$900,000	\$7,087,712	6.9	67						

Previously Approved by City Council (Underway)

Project name	Owner/Sponsor	Ownership type	City HOME funds	Total cost	Leverage 1 to X	Total no. of units	Unit type & approx sq ft	Cost/ unit	Cost/ sq ft	Tenant income level	Allocation date	Council approval
1 South Madelia 1 & 51 S Madelia (East Central) Buses: 90	1 South Madelia LLC/ Community Frameworks	For-profit owner/Non-profit sponsor, LIHTC	\$300,000	\$9,064,665	29.2	36	6 1bd/552 sf 11 2bd/768-1028 18 3bd/1209-1219 1 2 bd mgr	\$251,796	\$301	ELI, VLI-40, VLI-50, LI-60	10/13/15	2016-0487 6/20/16
611 S Scott 611 S Scott (East Central) Buses: 2 & 45	Vasilenko	For profit	\$395,000	\$528,358	0.3	6	2 2bd/820 sf 3 3bd/1100 sf 1 3bd/1900 sf	\$88,060	\$77	ELI, VLI-50	5/3/16	2016-0489 6/20/16
Special Skills Duplex 2418 E 4th (East Central) Buses: 94 (blocks), 90 (5 blocks)	Inland Empire Residential Resources	Non-profit CHDO	\$280,000	\$281,500	0.0	2	1 2bd/1248 sf 1 3bd/1248 sf	\$140,750	\$113	ELI	5/3/16	2016-0488 6/20/16
1808 E 1st 1808 E First (East Central) Bus: 90	Basalt Rock, LLC/Vasilenko	For profit	\$180,000	\$320,215	0.8	4	3 2bd/1000 sf 1 3bd/1824 sf	\$80,054	\$66	ELI, VLI-50	5/3/16	2016-0821 11/7/16
Hifumi En Apartments 926 E 8th Ave (East Central) Bus: 45 (2 blocks)	Spokane Housing Authority	Public housing authority	\$330,000	\$422,419	0.3	41	11 HOME units 41 1bd/550sf	\$38,402	\$70	ELI, VLI-50	10/11/16	2017-352 5/22/17
Total			\$1,485,000	\$10,617,157	6.1	89						

Income levels relate to Spokane area median income (AMI):

- Extremely low-income (ELI)
- Very low-income (VLI-45)
- Very low-income (VLI-50)
- Low-income (LI-60)
- Market (MKT)
- Household income at or below 30% AMI.
- Household income at or below 45% AMI.
- Household income at or below 50% AMI.
- Household income at or below 60% AMI.
- Unrestricted income.

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

07/10/2017

Date Rec'd

6/28/2017

Clerk's File #

CPR 2004-0017

Renews #

Submitting Dept

MAYOR

Cross Ref #

Contact Name/Phone

BRANDY COTE 625-6774

Project #

Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #

Agenda Item Type

Boards and Commissions

Requisition #

Agenda Item Name

0520 REAPPOINTMENT TO THE HOTEL ADVISORY COMMISSION

Agenda Wording

Re-appointment of Travis Tramp to a three year term on the Hotel Advisory Commission, from 06/09/2017 - 06/09/2020.

Summary (Background)

Re-appointment of Travis Tramp to a three year term on the Hotel Advisory Commission, from 06/09/2017 - 06/09/2020.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

mdodroe@visitspokane.com

Additional ApprovalsPurchasing

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

07/10/2017

Date Rec'd

6/28/2017

Clerk's File #

CPR 1981-0487

Renews #

Submitting Dept

MAYOR

Cross Ref #

Contact Name/Phone

BRANDY COTE 625-6774

Project #

Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #

Agenda Item Type

Boards and Commissions

Requisition #

Agenda Item Name

0520 APPOINTMENT TO THE SPOKANE HOUSING AUTHORITY BOARD

Agenda Wording

Appointment of Kai Nevala to a five year term on the Spokane Housing Authority Board, from 07/10/2017 - 07/10/2022.

Summary (Background)

Appointment of Kai Nevala to a five year term on the Spokane Housing Authority Board, from 07/10/2017 - 07/10/2022.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

dkinder@spokanecity.org

Additional Approvals

acarpentier@spokanehousing.org

Purchasing

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

07/10/2017

Date Rec'd

6/28/2017

Clerk's File #

CPR 1981-0295

Renews #Cross Ref #Submitting Dept

MAYOR

Contact Name/Phone

BRANDY COTE 625-6774

Project #Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions
AppointmentsRequisition #Agenda Item Name

0520 TWO APPOINTMENTS TO THE PLAN COMMISSION

Agenda Wording

Appointment of Carole Shook to fill a vacated term on the Plan Commission, with the term expiring on 12/31/2018. Appointment of Sylvia St. Clair to fill a vacated term on the Plan Commission, with the term expiring on 12/31/2017.

Summary (Background)

Appointment of Carole Shook to fill a vacated term on the Plan Commission, with the term expiring on 12/31/2017. Appointment of Sylvia St. Clair to fill a vacated term on the Plan Commission, with the term expiring on 12/31/2018.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

lkey@spokanecity.org

Additional ApprovalsPurchasing

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

07/10/2017

<u>Date Rec'd</u>	6/19/2017
<u>Clerk's File #</u>	OPR 2017-0467
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	PARKS & RECREATION
<u>Contact Name/Phone</u>	FIANNA DICKSON 625-6297
<u>Contact E-Mail</u>	FDICKSON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	City Administration Report
<u>Agenda Item Name</u>	1400 - RIVERFRONT PARK PAVILION UPDATE

Agenda Wording

Update on the Riverfront Park Pavilion project. The presentation will include an overview of the design recommendations by the Pavilion design-build team.

Summary (Background)

The Pavilion is one of the five key projects in the Riverfront Park redevelopment project. The renovations are funded by a voter-approved bond that didn't raise taxes. The timeline for the Pavilion is late 2017 to 2019.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Neutral	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONLEY, JASON K.	<u>Study Session</u>	
<u>Division Director</u>	EADIE, LEROY	<u>Other</u>	
<u>Finance</u>	BUENING, MARK	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	pclarke@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	leadie@spokanecity.org	
<u>Additional Approvals</u>		bellison@spokanecity.org	
<u>Purchasing</u>		gjones@spokanecity.org	

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

07/10/2017

<u>Date Rec'd</u>	6/21/2017
<u>Clerk's File #</u>	ORD C35517
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	FINANCE & ADMIN
<u>Contact Name/Phone</u>	ANDREW CHANSE 444-5305
<u>Contact E-Mail</u>	ACHANSE@SPOKANELIBRARY.ORG
<u>Agenda Item Type</u>	Special Budget Ordinance
<u>Agenda Item Name</u>	0410 - SBO FOR LIBRARY FOR VARIOUS PROJECTS

Agenda Wording

Amending Ordinance No. C-35457 and appropriating funds in the Library Fund, FROM: Unappropriated Reserves, \$169,600; TO: Various Accounts, same amount.

Summary (Background)

This ordinance appropriates funding in the Library Fund for work related to Branding and Website improvements, carpeting of the 3rd floor and stage at the downtown library, and bi-monthly pest control services at the downtown library and branch library locations. The Library Board approved these additional appropriations at their most recent Board meeting.

<u>Fiscal Impact</u>	<u>Budget Account</u>
Expense \$ 169,600	# Various Accounts - See Ordinance
Select \$	#
Select \$	#
Select \$	#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	BUSTOS, KIM
<u>Division Director</u>	DUNIVANT, TIMOTHY
<u>Finance</u>	DOVAL, MATTHEW
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	DUNIVANT, TIMOTHY

<u>Study Session</u>	
<u>Other</u>	06/20/17 Library Board Mtg
<u>Distribution List</u>	
achanse@spokanelibrary.org	
emaiani@spokanelibrary.org	
<u>Additional Approvals</u>	
<u>Purchasing</u>	

ORDINANCE NO C35517

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Library Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Library Fund, and the budget annexed thereto with reference to the Library Fund, the following changes be made:

FROM:	1300-99999	Library Fund	
	99999-	Unappropriated Reserves	<u>\$ 169,600</u>
TO:	1300-30210	Library Fund	
	72160-54201	Contractual Services (Brand and Website Work)	\$45,000
	1300-56100	Library Fund	
	94000-56203	Building Improvements (Downtown 3 rd floor carpet and stage)	\$95,000
	1300-56500	Library Fund	
	72500-54101	Professional Services (Facility Services – all branches)	\$29,600
			<u>\$ 169,600</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to appropriate additional funding for ongoing Library needs, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date



**BOARD OF TRUSTEES
SPOKANE PUBLIC LIBRARY
MEETING DATE: Tuesday, June 20, 2017**

AGENDA ITEM NUMBER: 12c

BACKGROUND:

We are seeking approval of the following expenditures:

- \$45,000.00 Brand and Website work

Amanda Donovan obtained quotes for work relevant to Spokane Public Library's brand and website. Klundt | Hosmer is the selected vendor for this project.

- \$95,000.00 Downtown Branch – 3rd floor carpet and stage

Jason Johnson obtained price quotes for a re-carpet of the Downtown Library's 3rd floor. This project will also create a place for community events on the 3rd floor of the library.

- \$29,600.00 Prime Pest Control

Corey Fitch works with Prime Pest Control to treat Indian Trail, Hillyard, South Hill, East Side Branches quarterly and the Downtown and Shadle Branches bi-monthly for bed bugs.

ACTION REQUIRED:

Approval of the expenditures listed above in the total of \$169,600.

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

07/10/2017

Date Rec'd

6/21/2017

Clerk's File #

ORD C35518

Renews #Submitting Dept

HUMAN RESOURCES

Cross Ref #Contact Name/Phone

CHRIS CAVANAUGH X6363

Project #Contact E-Mail

CCAANAUGH@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0620 - QUARTERLY RANGE CHANGES

Agenda Wording

Amending Ordinance No. C-35457 and appropriating funds in the Park Fund, FROM: Reserve for Budget Adjustment, \$7,479; TO: Various Accounts, same amount.

Summary (Background)

This action implements quarterly classification and pay adjustments in accordance with approved union agreements and City policies, and as approved by management. This ordinance provides for a grade adjustment to the classification of Parks Facilities and Maintenance Foreperson from Grade 38 to Grade 40, effective 3rd quarter 2017.

Fiscal ImpactBudget Account

Expense \$ 7,479.00

various accounts

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

CAVANAUGH, CHRISTINE

Study SessionDivision Director

CAVANAUGH, CHRISTINE

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

DALTON, PAT

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasing

ORDINANCE NO C35518

An ordinance amending Ordinance No. C-35457, passed the City Council November 28, 2016, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2017, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2017, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2017 budget Ordinance No. C-35457, as above entitled, and which passed the City Council November 28, 2016, it is necessary to make changes in the appropriations of the Parks Fund which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the Parks Fund, and the budget annexed thereto with reference to the Parks Fund, the following changes be made:

FROM:	1400-30210	Parks Fund	
	76100-59951	Reserve for Budget Adjustment	<u>\$ 7,479</u>
TO:	1400-54500	Parks Department – Parks Fac. &	
	76820-06970	Grounds Foreperson (Grade 38 to 40)	\$ 2,150
	76820-52110	FICA	165
	76820-52210	Retirement	178
	1400-54500	Parks Dept – Parks Facilities &	
	76810-06970	Grounds Foreperson (Grade 38 to 40)	\$ 2,150
	76810-52110	FICA	165
	76810-52210	Retirement	178
	1400-54100	Parks Dept – Parks Facilities &	
	75650-06970	Grounds Foreperson (Grade 38 to 40)	\$ 2,150
	75650-52110	FICA	165
	75650-52210	Retirement	178
			<u>\$ 7,479</u>

Section 4. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to implement quarterly classification and pay adjustments in accordance with approved union agreements and City policies, and as approved by management, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

07/10/2017

Date Rec'd

6/23/2017

Clerk's File #

RES 2017-0056

Renews #Submitting Dept

PLANNING

Cross Ref #Contact Name/Phone

JO ANNE WRIGHT 625-6017

Project #Contact E-Mail

JWRIGHT@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

0650 - CHIEF GARRY PARK NEIGHBORHOOD ACTION PLAN 2017

Agenda Wording

A resolution recognizing the Chief Garry Park Neighborhood Action Plan 2017 as a declaration of the neighborhood's desired direction for neighborhood based improvement activities and neighborhood priorities for future projects.

Summary (Background)

The Chief Garry Park Neighborhood Action Plan is the neighborhood's vision for future local improvement activities in the Chief Garry Park neighborhood and is recognized as a written record of Chief Garry Park's ongoing desire and efforts to continue to build a vibrant, healthy, active, safe, and connected neighborhood for all Chief Garry Park residents.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

KEY, LISA

Study SessionDivision Director

KEY, LISA

OtherPublic Works Committee
6-12-17Finance

HUGHES, MICHELLE

Distribution ListLegal

DALTON, PAT

jwright@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

lkey@spokanecity.org

Additional Approvals

sbishop@spokanecity.org

Purchasing

RESOLUTION NO. 2017-0056

A RESOLUTION recognizing the attached *Chief Garry Park Neighborhood Action Plan* as a declaration of the neighborhood's desired future condition, providing direction for neighborhood based-improvement activities, as well as neighborhood priorities involving future projects.

WHEREAS, Spokane's City Council allocated \$550,000 in funding towards Neighborhood Planning in 2007; and

WHEREAS, these funds were divided twenty-six (26) ways with each neighborhood receiving approximately \$21,150, with the exception of the Riverside Neighborhood Council, which opted out of the process; and

WHEREAS, two (2) new neighborhood councils were formed in 2015 and 2016, and Spokane's City Council allocated approximately \$21,150 in additional funds for each of their planning processes;

WHEREAS, the Chief Garry Park neighborhood entered into its planning process in 2015 to address neighborhood issues; and

WHEREAS, the Chief Garry Park neighborhood established a Planning Team to organize and lead the planning process; and

WHEREAS, the vision of the *Chief Garry Park Neighborhood Action Plan* is "Chief Garry Park Neighborhood is a strong residential neighborhood with thriving businesses, attractive and connected parks, and accessible transit and pedestrian amenities."; and

WHEREAS, the *Chief Garry Park Neighborhood Action Plan* contains a significant body of work detailing the neighborhood's existing conditions, opportunities, and an outline for possible actions designed to develop a vibrant, healthy, active, and better connected neighborhood; and

WHEREAS, the *Chief Garry Park Neighborhood Action Plan* creates a visionary document to help guide the neighborhood into the future; and

WHEREAS, the Chief Garry Park Planning Team conducted an early and continuous public participation process designed to encourage all stakeholders within the neighborhood to engage in the planning process; and

WHEREAS, the Chief Garry Park Planning Team held committee meetings; mailed and electronically posted notices of upcoming open houses and workshops to residents, land owners, and business owners; held three (3) public stakeholder open house workshops and one (1) public walking tour/workshop, presented plan overviews at neighborhood council meetings; and

WHEREAS, the *Chief Garry Park Neighborhood Action Plan* does not direct nor commit City resources for action or project implementation, but does document the desires of the neighborhood for City decision-makers as they consider future funding and implementation measures for City plans and projects; and

WHEREAS, on June 28, 2017, the Plan Commission voted unanimously to recommend to the Spokane City Council that the Chief Garry Park *Neighborhood Action Plan* be adopted by Resolution; and

WHEREAS, as prescribed in SMC 04.12.010, this Resolution does not represent a recommendation of the Plan Commission regarding a legislative action to adopt changes to the Spokane Municipal Code or the text or maps of the Comprehensive Plan; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the *Chief Garry Park Neighborhood Action Plan* is recognized as a guide for future neighborhood-based improvement activities and is recognized as a written record of the neighborhood's ongoing desire and efforts to continue building a vibrant, healthy, active, safe and connected neighborhood for all Chief Garry Park residents.

ADOPTED by the City Council this _____ day of _____, 2017.

City Clerk

Approved as to form:

Assistant City Attorney

Chief Garry Park



Neighborhood Action Plan 2017

ACKNOWLEDGMENTS

The Chief Garry Park Neighborhood Action Plan was developed through the collaborative efforts of the Chief Garry Park Neighborhood Council, neighborhood residents and stakeholders, and the City of Spokane.



Chief Garry Park Neighborhood

Stakeholders

Colleen Gardner, Lead	Jim Schrock	Tamara Bradley, Avista
Cathy Gunderson	Jim Santorsol	Don Skillingstad, Spokane Transit Authority
Carl Naccarado	Patty Dahmen	Kathleen Weinand, Spokane Transit Authority
Helen Blyton	Lori Hunt, Spokane Community College	
Jerry Tyson		



City of Spokane

David Condon, Mayor

City Council

Ben Stuckart, City Council President
Mike Fagan, Council Member, Contributor
Amber Waldref, Council Member, Contributor
Candace Mumm, Council Member
Karen Stratton, Council Member
Breean Beggs, Council Member
Lori Kinnear, Council Member
Anna Everano, Legislative Assistant
Kaitlin Larson, Legislative Assistant

Plan Commission

Dennis Dellwo, President
Todd Beyreuther, Vice President
John Dietzman
F. J. Dullanty, Jr.
Jacob Brooks
Patricia Kienholz
Michael Baker
Christopher Batten
Christy Jeffers

Planning and Development Staff

Jo Anne Wright, Associate Planner, Project Manager
Amy Mullerleile, Assistant Planner
Andrew Worlock, Principal Planner



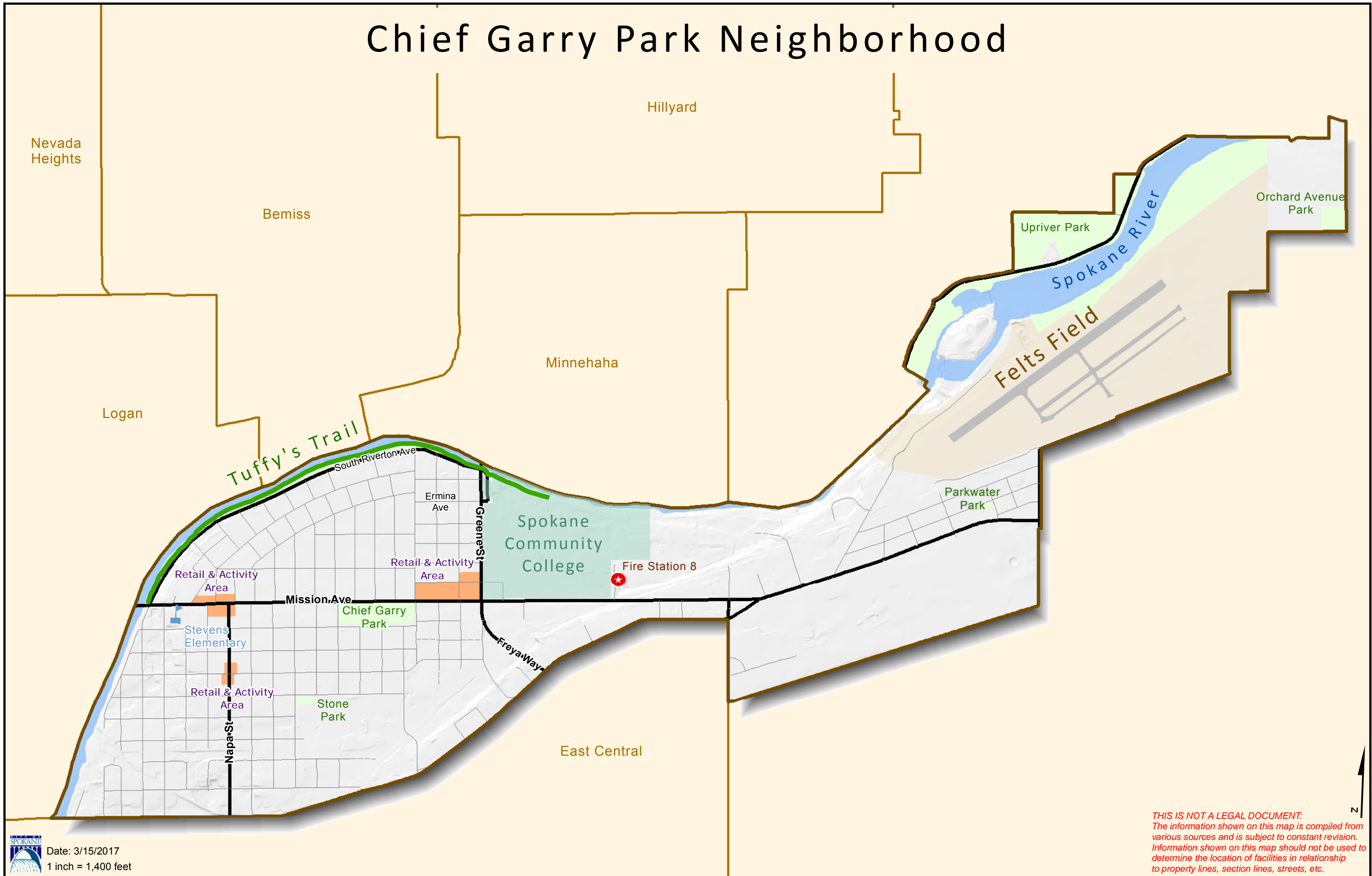
Consultants

Len Zickler, Principal, ProjectTributa
Alex Mann, Designer, ProjectTributa & Eastern Washington University
Jennyfer Mesa, Project Planner, Eastern Washington University

TABLE OF CONTENTS

INTRODUCTION AND PLANNING PROCESS.....	1
NEIGHBORHOOD PROFILE.....	5
PLANNING FRAMEWORK.....	8
NEIGHBORHOOD RETAIL AND ACTIVITY CENTERS.....	10
PEDESTRIAN SAFETY AND CONNECTIVITY.....	14
NEIGHBORHOOD EVENTS AND OUTREACH.....	18
NEIGHBORHOOD GATEWAYS, LIGHTING, AND BEAUTIFICATION.....	20
STREET IMPROVEMENTS.....	22
PRIORITY PROJECTS.....	24
NEXT STEPS.....	31

Chief Garry Park Neighborhood



Date: 3/15/2017
1 inch = 1,400 feet

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



INTRODUCTION & PLANNING PROCESS

In 2015, the City of Spokane partnered with neighborhood leaders to develop a long-range plan for Spokane's Chief Garry Park Neighborhood. The plan provides guidance regarding neighborhood desires for pedestrian safety, neighborhood beautification, economic development in neighborhood retail and commercial areas, neighborhood connectivity, and the preservation of neighborhood character. The Chief Garry Park Neighborhood Action Plan is a long-range, 20-year visioning and conceptual document that is consistent with the goals and policies of the City's Comprehensive Plan. The action plan establishes the basis for a more detailed examination of land uses in support of neighborhood retail and residential development.

In conjunction with the broader policies of the City's Comprehensive Plan, a neighborhood action plan is intended to protect and enhance livability within specific neighborhoods, as well as to advance the community vision and create a more livable city.

The vision, goals and actions shared by residents during the development of this plan will guide the neighborhood to the achievement of their envisioned future. Ideas presented in the action plan will require further analysis, and capital projects will require funding sources for implementation.



Related Planning Initiatives

The Spokane Transit Authority Central City Line



Above: Participants from CCL neighborhood meeting in CGP.

Below: Renderings of the Central Platform that enhances pedestrian safety and transit-oriented development.

The Central City Line (CCL) is a 6-mile high capacity transit route connecting the historic Browne's Addition neighborhood to Spokane Community College by way of downtown Spokane, the University District, and the Logan and Chief Garry Park neighborhoods. The CCL will feature a modern, specially branded electric bus that is anticipated to provide nearly one million rides per year. The new buses will hold more riders and provide more frequent service (including nights and weekends), and the line will include amenities that will make riding the bus, pre-board ticketing, level boarding at stops easier, and improved stations with real-time signage and wayfinding.

The timing of planning for the Chief Garry Park Neighborhood Action Plan is fortunate in the context of planning for the CCL. Planned improvements to neighborhood retail areas with a mixture of neighborhood retail land uses, coupled with higher residential density, will support the high-capacity transit envisioned by the CCL.

In other communities, high-capacity transit improvements have functioned as a catalyst for both retail and residential development along the proposed transit corridors. The same positive land-use impacts are anticipated with the CCL.

In the course of planning for the CCL, the Spokane Transit Authority reached out to the Chief Garry Park neighborhood for specific recommendations on potential high-capacity transit stops and specific transit improvements in the neighborhood. The neighborhood believes the improvements identified in neighborhood priorities are supportive of the proposed CCL.

CENTRAL CITY LINE



Center Platform on a 2-Lane Commercial Node



Side Platform with Transit-Oriented Apartments

The North Spokane Corridor (NSC)

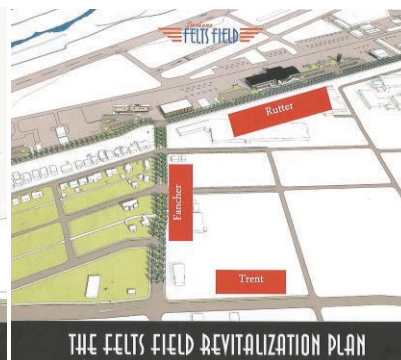
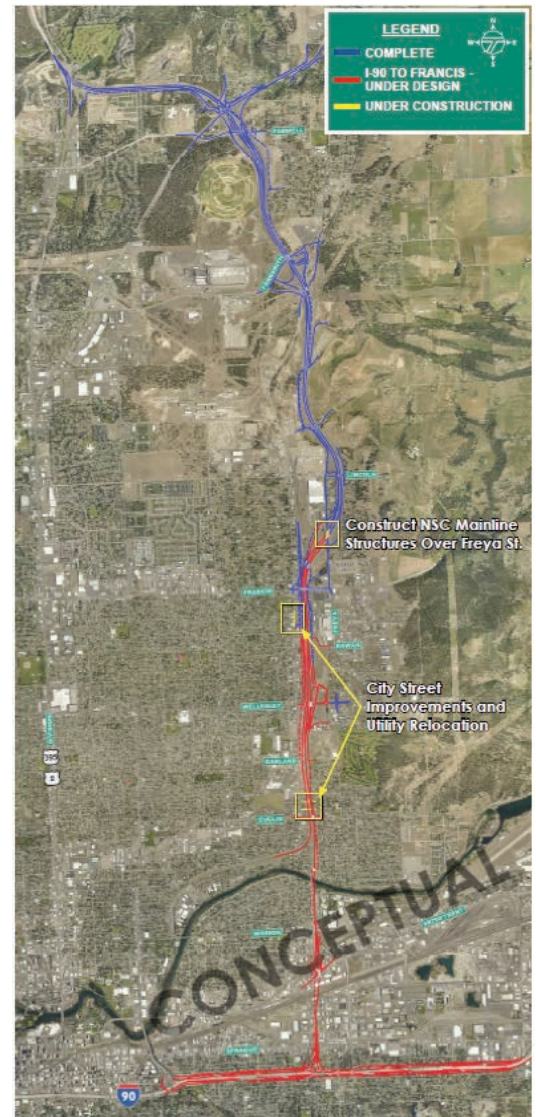
Originally conceived of in 1946, it has taken more than 50 years of research, planning, legislation and public input to gain approval for the North Spokane Corridor (NSC). This new corridor is intended to bring a greater level of safety for the traveling public and provide an efficient route for the thousands of cars and heavy trucks that pass through Spokane daily.

The corridor includes a separate pedestrian and bicycle trail system and reserves enough room in the median for future high capacity transit throughout its length. The new corridor will take an estimated 10-20 years to complete depending on funding, but segments of roadway and trail will be opened to the public as they are completed in sequence. When fully complete, the North Spokane Corridor will be a 60-mile per hour, 10.5 mile-long north/south limited access facility that connects to I-90 on the south end to the existing US 2 and US 395 on the north end.

Felts Field Revitalization Plan

Felts Field is an important asset and historic landmark within the Park Water area of the eastern portion of the neighborhood. The Spokane International Airport Board completed an updated master plan for Felts Field in 2017.

The plan identifies numerous improvements to entrance, parking, and airport related land uses on and surrounding the facility. These improvements will greatly enhance the Park Water area of the neighborhood.



Clockwise from Left: Renderings from the Felts Field Revitalization Plan; Map of the North Spokane Corridor; Community event at Felts Field.

Planning Process and Neighborhood Involvement

The Chief Garry Park Action Plan was developed in three phases identified below:

Issue identification and Visioning

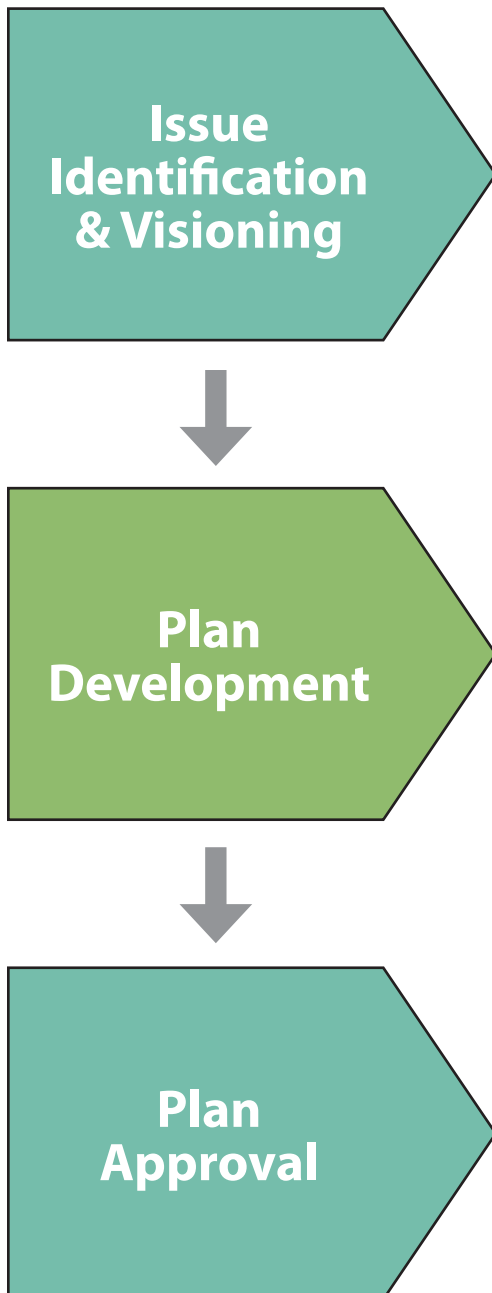
The first phase of the neighborhood planning process consisted of meeting with neighborhood leaders and organizing the stakeholder team beginning in June of 2015. Project Tributa was the consultant hired to work with the neighborhood to develop the neighborhood action plan. Preliminary work consisted of stakeholder meetings to lay out the planning process and consultant research of neighborhood demographics and existing conditions. The City and neighborhood stakeholder team hosted the first neighborhood workshop in February of 2016. Attendees identified what they envisioned happening in the neighborhood over the next 20 years, their areas of concern within the neighborhood, and possible solutions.

Plan Development

During the second phase of the process, the planning team worked with the neighborhood to refine a vision and detail specific priorities, projects, and strategies to implement the desired vision. The City and neighborhood held a second workshop in April, 2016 and two “walkabouts” in June 2016 to examine specific recommendations for neighborhood retail locations at Mission and Napa and Mission and Greene. Walkabout participants specifically recommended improvements to these retail areas to enhance the desired character, walkability and improvements at within neighborhood retail areas.

Plan Approval

The third phase consisted of developing a final draft action plan and an implementation strategy. A final neighborhood workshop was held in April 2017 and Plan Commission and City Council review and approval was in June/July 2017.



NEIGHBORHOOD PROFILE

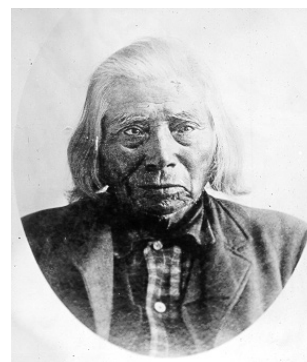
Neighborhood History

Chief Garry Park is one of the oldest neighborhoods in Spokane and named for Chief Spokane Garry, an influential Native American leader and member of the Spokane Tribe. Chief Garry operated a farm just east of Hillyard, and just north of the Chief Garry Park neighborhood boundary. Chief Garry Park is one of the places in the city of Spokane where Chief Spokane Garry is remembered and honored today.

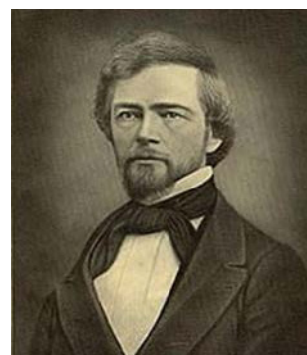
In 1879, U.S. District Court Judge Lucias B. Nash and his family arrived in Spokane. In 1886 he built a home near the intersection of Tilsley Place and Iowa Street. Designed by Nash's wife, the Queen Anne mansion overlooked the Spokane River. It boasted 24 rooms and was one of the first homes in Spokane to utilize indoor plumbing.

Nearby, a row of small bungalows was built along Tilsley Place in the early 1900s. Streetcar lines that ran along Boone to Nelson and along Nora to Green connected the neighborhood to the rest of the city. Roughly a quarter of the homes standing in the Chief Garry Park neighborhood were constructed prior to 1939. The most prominent early years of growth were 1907 and 1908. Much of the original architecture is in the Queen Anne and Craftsman styles, but the development of many Rancher-style homes, split-levels and apartment complexes followed the Second World War. Many original homes were lost due to newer development in the neighborhood. The majority of the residential development lies west of Greene Street, while many of the commercial and industrial enterprises are located in the eastern portion of the neighborhood.

Stevens Elementary is the only standing school within the neighborhood and first opened in 1908 at 1815 E Sinto Avenue. The original structure remained in use until a newer building was constructed and opened in 1994. The school was named for United States Congressman and first Governor of Washington Territory, Isaac Stevens. After they met in 1853, Stevens called Chief Garry a "man of judgment, forecast and great reliability" and noted Garry's "education, strict probity and great influence over his tribe", so it is fitting that the school lies within the Chief Garry Park neighborhood.



Chief Spokane Garry



Isaac Stevens

Source: Historylink.org

6 NEIGHBORHOOD PROFILE



Spokane Community College.
Courtesy of Northwest Museum of
Arts and Culture.



Boeing airplane on Felts Field.
Courtesy of CGP Neighborhood Council



Carl "Tuffy" Ellingsen, 1931.
Source: Washington State
University Archives

In 1912, seven acres of land were purchased for use as a neighborhood park. The unnamed park was officially dedicated to Chief Spokane Garry in 1932, celebrating the park's twentieth anniversary. In 1979, a concrete monument shaped in the likeness of Chief Garry was placed in the park. After exposure to the elements and vandalism, the statue deteriorated, with removal of the work occurring in 2008. Three years later, the City, members of the Spokane Tribe, and volunteers created a new monument in his honor.

Between 1900 to 1930, homes and a school were built in the Parkwater area located at the extreme eastern edge of the neighborhood. Built in 1913 at Fancher Street and Commerce Avenue, the Parkwater School served the neighborhood until it closed in 1933.

Aviators began using Parkwater Aviation Field in 1913. In 1919, the Northwest Aircraft Company of Spokane leased 1,000 acres at Parkwater from the Spokane Park Board with the intention of installing hangars and starting an airline service. By 1920, the City of Spokane designated the field as its municipal airport, making it one of the first officially recognized airports in the United States. During the 1920s, Charles Lindbergh landed his Spirit of St. Louis at Parkwater. In 1927, Parkwater was renamed Felts Field to honor Lt. James Buell Felts who was killed in a crash there.

Spokane Community College is also located within the Chief Garry Park neighborhood at the intersection of Mission Avenue and Greene Street. The college was established in 1963 after being converted from the Spokane Technical and Vocational School, which opened in 1957. By 1968, over 14,000 people were taking classes at the college Enrollment grew rapidly and the college purchased nearby residences for classroom and office use.

In 1980, the City of Spokane honored 1931 Rose Bowl champion, and Rogers High School football coach, Carl "Tuffy" Ellingsen by dedicating a trail in his name. Tuffy's trail is a 1.4-mile stretch on the south side of the Spokane River along South Riverton Avenue.

Neighborhood Profile Demographics

This neighborhood includes a diverse population of young families, students and retirees. Census information indicates 6,094 residents were living in the Chief Garry Park neighborhood in 2016. This represents a slight increase in population since 2010 when the neighborhood was comprised of 5,946 residents. Chief Garry Park is projected to have 6,245

residents by 2020. The five-year population projection represents an increase of 49 percent annually from 2015 to 2020.

Residents of Chief Garry Park are relatively young, with a median age of 31. The neighborhood is predominately white, with an above average of minority representation, in comparison to the City of Spokane's total race and ethnicity composition. Chief Garry Park neighborhood has a variety of affordable, single and multifamily housing units with a total of 2,375 households in the neighborhood.

In 2015, the median annual household income of neighborhood residents was \$31,840 and the per capita income was \$15,838. These figures are lower than the City of Spokane as a whole, which in 2015 registered median annual household incomes and per capita incomes of \$40,072 and \$24,167, respectively.

The neighborhood is attractive to first time home-buyers, renters, young families, students and retirees since its location offers great access to Spokane Community College, the University District, Downtown Spokane and quick access to a light industrial of the neighborhood where many employers are located. Additionally, the northern border of the neighborhood is on the Spokane River with direct access to the Centennial Trail.

Chief Garry City Park is located in the center of the neighborhood's residential area. The park has several amenities including basketball courts, baseball fields, picnic areas, play equipment and a splash pad during the summer.

The neighborhood has two neighborhood retail areas, Mission Avenue and Napa Street, and Mission Avenue and Greene Street. These retail areas have a variety of local businesses that cater to local residents and are accessible by foot, bike or car. The area is rated the 3rd most walkable in Spokane.



Playground in Chief Garry Park.



Art in Chief Garry Park neighborhood.

Traffic

The neighborhood's daytime population is 9,541, which includes commuters heading to the light industrial area, the community college, I-90 and towards the north of the city. The area has multiple arterials such as Mission Avenue, Napa Street, Trent Avenue, and Green Street.

2015 DAILY TRAFFIC COUNTS

Mission Avenue
16,300 / day

Greene Street
41,500 / day

Napa Street
6,000 / day

3

PLANNING FRAMEWORK

Three workshops were conducted in February, April and June 2016. Additionally, a walkabout of neighborhood retail areas was conducted in early June 2016. A final workshop was held in April 2017.

Workshop #1 in February 2016 resulted in the identification of neighborhood values, a vision, as well as neighborhood issues. Workshop # 2 in April 2016 resulted in the identification of policies and actions. A walkabout was conducted in early June 2016 focusing on two neighborhood retail areas at Mission and Napa and Mission and Greene. Observations from the walkabout resulted in refinements to neighborhood retail policies. Workshop # 3 was conducted in late June 2016. Proposed policies for five priorities were presented to residents for comment. A visual preference survey was also presented and participants identified a range of preferred project design elements for neighborhood improvement, resulting in a Project Tool Kit.

Over the next several months the planning committee refined policies, action items and project priorities. A final list of project recommendations for near term (five years) and long term (five + years) implementation was presented in a Project Matrix and approved in March 2017.

A final neighborhood meeting was held in April 2017 to review the final draft plan and project priorities. The final Neighborhood Action Plan was presented to the Plan Commission and City Council in June and July 2017.



Participants at neighborhood walkabout.

VISION

“The Chief Garry Park Neighborhood is a strong residential neighborhood with thriving businesses, attractive and connected parks, and accessible transit and pedestrian amenities.”



Values

- Safety
- Beauty
- Friendly/Neighborly
- Thriving
- Connected and Pedestrian Friendly
- Strong Public Transportation



Priorities

- Neighborhood Retail and Activity Centers
- Pedestrian Safety and Connectivity
- Neighborhood Events and Outreach
- Neighborhood Gateways, Lighting and Beautification
- Street Improvements

At the second workshop in April 2016, the five major priorities and specific recommendations were reviewed and neighborhood residents provided comments on improvement preferences.



Participants from CGP walkabout.

Project Tool Kit

A visual preference survey of potential neighborhood project design elements was presented at the second neighborhood workshop. Photographs illustrating a variety street related improvements included:

- Neighborhood Retail Character
- Signs for way finding
- Benches
- Kiosks/Bulletin Boards
- Lighting

Neighborhood design preferences for improvements are used as photographic examples throughout the neighborhood action plan. Preferences are also reflected in the Project Tool Kit.

4

NEIGHBORHOOD RETAIL & ACTIVITY CENTERS

Improvements to existing neighborhood business areas is one of the neighborhood's top priorities. Businesses at the intersections of Napa and Mission, Greene and Mission, were specifically mentioned. Residents also acknowledged the importance of supporting industrial business areas along the southern edge of the neighborhood.

During the walkabout on June 2, 2016, residents identified potential improvements, boundaries, and business types desirable in the neighborhood commercial areas.

The walkabout participants found the existing boundaries of the neighborhood retail areas to be adequate. However, opportunities for expansion of neighborhood retail areas are encouraged near potential transit oriented overlay zones.

Wider sidewalks, street tree plantings and improved street lighting, particularly at all crosswalks near neighborhood retail areas are also desirable features. In addition, retail areas should include improvements to sidewalks, street paving, litter control and signage.

Walkable retail activity areas focused on serving neighborhood needs, such as salons, barbershops, coffee houses, small restaurants, pubs and other small scale retail establishments are as desirable.



Examples of desirable neighborhood retail.

Goal 1

Support a mixture of neighborhood retail and residential uses within existing neighborhood commercial areas.

Action Items:

1. Examine/support improvements to residential and mixed use neighborhood commercial development within the existing neighborhood retail center on Napa from Mission to Sinto, consistent with the CCL Overlay Zone boundaries.
2. Examine/support improvements to commercial and light industrial uses on Napa from Trent to Mallon.
3. Support the implementation of the proposed Central City Line Strategic overlay zone along Mission, particularly where it intersects with Napa and Greene.

Goal 2

Support the examination/development of higher density residential and mixed-use commercial in the area surrounding the intersection of Mission Avenue and Greene Street.

Action Items:

1. Support the examination/expansion of mixed-use commercial uses north of Mission within the existing community business zone.
2. Support the examination/expansion of mixed-use retail, higher density residential and light industrial uses along Mission Avenue within the existing light industrial zone.



Example of a desirable mixed-use development.

Goal 3

Support the development of employment-based commercial/light industrial uses along the southern boundary of the neighborhood.

Action Items:

1. Work with the City to encourage the economic development of underutilized and underdeveloped properties within the industrial areas of the neighborhood.

Goal 4

Promote and encourage quality site and building design for new development within the neighborhood.

Action Items:

1. Encourage appropriately located parking areas in order to create strong, pedestrian oriented street frontage.
2. Work with the City to examine off-street parking requirements for retail and residential uses located within the Central City Line Strategic Overlay zone, consistent with Comprehensive Plan policies.
3. Encourage right-of-way improvements at the intersection of Mission and Napa to enhance retail and activity center.
4. Encourage new development that incorporates wider sidewalks, street tree plantings, improved lighting, and pedestrian amenities.
5. Encourage right-of-way improvements at the eastern gateway entrance and activity center on Mission and Napa and Mission and Greene. Improvements include wider sidewalks, street trees, neighborhood identification signage and other appropriate amenities.



The neighborhood supports pedestrian-oriented streetscape environments.

PEDESTRIAN SAFETY & CONNECTIVITY

Improvements to pedestrian circulation and amenities in the Chief Garry Park neighborhood are top priorities. Safe crosswalk locations along Mission and Greene, and the development of a sidewalk system connecting parks and existing pedestrian improvements, will be important additions to the current system.

Improving the walking environment throughout the neighborhood will enhance safety and accessibility to the STA Central City Line improvements along Mission Avenue. Enhancements to the pedestrian walking environment include: sidewalk construction where they do not exist; widening sidewalks in neighborhood retail areas; connecting neighborhood community facilities such as parks and schools with designated “safe walking routes”, constructing amenities such as benches, lighting, trash receptacles and information signage; and, where appropriate, planting additional street trees.

Tuffy’s Trail is a logical extension of the Spokane River Centennial Trail, providing a safe, non-motorized connection to the Spokane Community College campus.

The proposed grade-separated crossing of Mission, connecting with the Spokane River Centennial Trail just west of the neighborhood will enhance pedestrian crossing safety at the western entrance to the neighborhood.



Example of desired crosswalk character. Design standards can unite different development projects throughout a neighborhood.



Street trees can provide safe walking environments when they create a barrier between pedestrians and motorists.

Goal 1

Improve existing sidewalks and identify gaps in the sidewalk network throughout the neighborhood.

Action Items:

1. Initiate and complete a neighborhood sidewalk audit. Identify important pedestrian connecting routes and assess the existence/condition of sidewalks and crossings.
2. Complete a defined bike route under the Greene Street Bridge to provide a connection to the Spokane Community College. The use of shared bike lane street markings would be effective and inexpensive.
3. Clean up and improve the connection to Tuffy's Trail north of the Mission Street Bridge.



Example of desirable sidewalk environment. Multiple uses can be accommodated on wide sidewalks with distinct paving patterns that denote separate uses.

Goal 2

Identify a safe walking route through the neighborhood, connecting neighborhood parks and community activity centers.

Action Items:

1. Identify a continuous pedestrian access loop through the neighborhood, both north and south of Mission and east and west of Napa. Boone and/or Sinto would be logical routes due to the generous right-of-ways.
2. Incorporate appropriate loop identifiers such as signs, pavement markings, information boards and benches along the route.
3. Identify planning and funding options available through the Safe Routes to School (SRTS) program.
4. Identify and improve a trail connection to the Iron Bridge crossing of the Spokane River.
5. Extend and improve a trail connection south of Mission along South Riverton adjacent to the Spokane River.



Trail connection to Stone park in Chief Garry Park Neighborhood.



Pedestrian connection to Spokane Community College on E. South Riverton Avenue.

Signage is an effective method for way-finding along a defined trail or path. It is also crucial to the aesthetic character and identity of a neighborhood.



Example of crosswalk with wide sidewalks and planters..



Example of crosswalk bulb-out for safe pedestrian crossing and parking.



Example of neighborhood attempts to slow traffic on East Cataldo Avenue and North Pittsburg Street.

Goal 3

Identify key locations for safe pedestrian crossings along all arterials.

Action Items:

1. Work with the City to identify appropriate crosswalk locations throughout the neighborhood.
2. Continue to work closely with STA to identify appropriate and safe bus stop and crosswalk locations as part of the Central City Line project.
3. Work closely with STA to identify suitable bus stop amenities at stop locations.
4. Work with STA to identify intersection forward bus stops.

Goal 4

Continue to monitor neighborhood traffic and pedestrian conflicts and work with traffic engineers to identify appropriate traffic calming solutions.

Action Items:

1. Monitor traffic counts and speeds along Helena, Madelia and Magnolia, paying particular attention to pedestrian crossings near Stevens Elementary.
2. Continue to monitor traffic and pedestrian conflicts along Marshall and other neighborhood thoroughfares.
3. Investigate traffic calming options such as signage, traffic circles, street trees, and intersection bulb-outs at appropriate locations.

6

NEIGHBORHOOD OUTREACH & EVENTS

The strength of any neighborhood lies in the personal connections made through special events and the actions of neighbors helping neighbors. The neighborhood currently hosts several successful community events including a spring clean-up and Kidical Mass, an annual, family friendly, bike safety event. Neighborhood organizers also reach out to residents through traditional communication techniques and social media. Several actions and improvements are proposed to further enhance neighborhood communication and connections.



This page: Images from Kidical Mass event in Chief Garry Park.

19 NEIGHBORHOOD OUTREACH & EVENTS



Kidical Mass event in Chief Garry Park.



Neighborhood event in Chief Garry Park

Goal

Continue and expand neighborhood leisure activities, including the community garden, spring clean-up, and Kidical Mass. Consider adding concerts in the park, a regular neighborhood garage sale and flea or farmers market.

Action Items:

1. Encourage neighbors helping neighbors by facilitating “Neighbor Meeting Neighbor” connection program.
2. Form a sub-committee of the Chief Garry Park Neighborhood Council to identify and plan potential special events such as a neighborhood flea market, garage sale, or farmers market.
3. Expand existing neighborhood outreach at established events by facilitating a neighborhood information booth, staffed by neighborhood council members.



Chief Garry Park playground.

NEIGHBORHOOD GATEWAYS, LIGHTING & BEAUTIFICATION

Improvements to neighborhood entrances, parks, retail and residential areas are another top priority for Chief Garry Park neighborhood. Gateway signage and landscape improvements near Mission Bridge, at Mission and Greene, and Napa and Trent will enhance the visual beauty of important neighborhood entrances.

Lighting at important neighborhood landmarks and pedestrian arterial crossings will enhance the perceived nighttime safety of the neighborhood. Street trees along key arterials and walking loops can enhance the beauty of the neighborhood. Also, consistent use of materials, colors and other design elements can help strengthen neighborhood identity.



Example of gateway design.



From Left: Example of desired historic light standard character; Infrastructure can be used to define neighborhood identity.



Example of a residential landscape in Chief Garry Park Neighborhood.

Goal

Support improvements for signage, landscaping and lighting at selected locations.

Action Items:

1. Identify gateway entrances to Chief Garry Park along Mission at South Riverton and at Greene. Amenities may include entrance signs, landscaping and special lighting.
2. Encourage the placement of neighborhood identity banners near businesses at Mission and Napa and at Mission and Greene.
3. Improve lighting at crosswalks and along Tuffy's trail.
4. Organize regular, annual neighborhood cleanups of the trees and shrubbery along Tuffy's Trail at South Riverton. Clean up activities should include trimming of vegetation and litter pick up. Encourage landscape improvements, particularly for businesses and industrial uses adjacent to residential areas.



Example of neighborhood trail and interpretive signage.



Example of existing trail and landscape on South Riverton Avenue.



Example of desirable neighborhood landscaping.

8

STREET IMPROVEMENTS

Street conditions in Chief Garry Park are varied, including well maintained and newly paved streets, as well as many unpaved streets and alleyways. Unpaved streets can contribute to poor air quality, an increase in storm water pollutants discharged to waterways, and unsafe driving conditions, particularly during inclement weather.

Improved street paving, alley cleanup and paving, and general neighborhood cleanup in residential, retail and industrial areas is a neighborhood priority.

Currently, several streets remain unimproved without paving, curbs or sidewalks. Many alleys are unusable due to overgrown vegetation and deep potholes.

Some existing retail and industrial areas suffer from a lack of maintenance and care.



Unpaved section of North Hogan and Cataldo Street.



Example of unsightly and poorly maintained commercial street frontage in the neighborhood.



Unpaved section of North Pittsburg Street.

Goal

Advocate for paving and maintenance of streets and alleyways.

Action Items:

1. Continue to organize regular neighborhood cleanup days and include opportunities for commercial and industrial areas to participate.
2. Regularly attend City meetings addressing right-of-way capital improvements and maintenance planning.
3. Work with City staff to identify funding sources for paving and maintenance projects.
4. Continue to participate in local and regional transportation planning efforts.

PRIORITY PROJECTS

Priority projects provide a list of strategic improvements the neighborhood can pursue over the long-term to implement the plan's goals. These projects will take time to complete and may require significant effort to secure the resources needed to realize their implementation. Some priority projects will require extensive coordination with partners and stakeholders.

This section includes the following:

- Project Matrix: Describes individual projects, partnership opportunities and additional notes for consideration.
- Project Priorities Map: Illustrates potential locations for proposed projects.
- Project Toolkit: Provides examples of potential design elements and treatments for consideration during project implementation.

PROJECT TYPES

Five categories of projects have been identified in alignment with neighborhood policy priorities, identifying projects for future implementation. Project categories include: Neighborhood Retail and Activity Centers; Pedestrian Safety and Connectivity; Neighborhood Outreach and Events; Neighborhood Gateways, Lighting and Beautification; and, Street Improvements.

The following project matrix organizes projects for near-term and long-term implementation. Near term projects are those easily accomplished within a five-year horizon. Long-term projects are those accomplished over a longer time period of six or more years.



Proposed CCL bus stop and shelter along Mission Avenue.



Example of desirable crosswalk and street landscape.



Desirable, pedestrian-oriented retail environment.

1. Neighborhood Retail & Activity Centers

Two neighborhood activity centers have been identified at Mission and Napa and Mission and Greene. In partnership with the City, STA, and property owners, the neighborhood will continue to encourage the improvement of these two neighborhood retail activity centers. Encourage street improvements including wider sidewalks, street trees, lighting and special identification banners. Expand neighborhood retail uses at these two locations may require changes to Comprehensive Plan policies and City regulations.

2. Pedestrian Safety & Connectivity

The neighborhood priority project list identifies several trail connection opportunities, including two safe pedestrian walking loops north and south of Mission. Key strategic partnerships and potential funding sources to complete these trail connections must be identified.



The Iron Bridge, as it is colloquially known, provides an ideal pedestrian crossing over the Spokane River.

3. Neighborhood Outreach & Events

Neighborhood outreach and events include programs and activities designed to reach out to residents in order to build personal connections and engage neighbors in projects and initiatives that impact their neighborhood. Several activities are identified as methods to effectively bring neighbors together.



Building community through neighborhood events.

4. Neighborhood Gateways, Lighting & Beautification

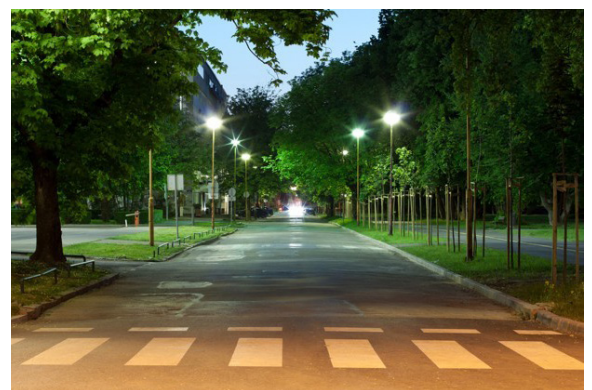
Work with the City to identify appropriate locations for neighborhood gateway signs and special banners and lighting. The intersections of Mission and Riverton, Mission and Napa, and Mission and Greene are locations that should be considered.



Example of gateway signage.

5. Street Improvements

Many roads throughout the neighborhood are unpaved or in a state of disrepair and many streets do not have sidewalks. Priority projects include a comprehensive neighborhood sidewalk audit and continued efforts to work with the City to identify paving and sidewalk projects.



LED lighting in park at dusk.

Project Matrix and Map

The project matrix lists a range of action items discussed throughout the neighborhood action plan. The matrix describes each project's purpose and identifies potential partners who will be integral for successful implementation. It is organized by topic and the estimated time frame for implementation. Near term projects are those that can be completed within one to five years, and can be initiated a by neighborhood leadership with limited assistance from strategic partners. Longer-term projects are those that will require more than five years to complete, will require coordination with strategic partners and may involve additional funding sources.

NEAR TERM PROJECTS	POTENTIAL PARTNERS	NOTES
NEIGHBORHOOD RETAIL & ACTIVITY CENTERS:		
1. Support the implementation of the transit overly zone at Mission and Napa and Mission and Greene.	City of Spokane & STA	Work with City staff and STA on policies and zoning overlay regulations.
NEIGHBORHOOD EVENTS AND OUTREACH:		
1. Special neighborhood events	Neighborhood Parks & Retail Establishments	Neighborhood to identify a location and schedule. Work with City staff for permits to use parks or streets for special neighborhood events
2. Support regular neighborhood outreach	Neighborhood Council	Coordinate with Neighborhood Council to assure continuity in communication through social medial and special "take home" mailers through the elementary school
3. Implement a neighbor to neighbor outreach program	Neighborhood Council Block Watch	Neighborhood Council and Block Watch to coordinate.
STREET IMPROVEMENTS:		
1. Prepare a neighborhood sidewalk audit.	Neighborhood Council & City of Spokane	Coordinate with City staff to conduct survey.
2. Identify unpaved streets and priority paving projects.	City of Spokane	Coordinate with City staff.
3. Identify priority intersections for traffic calming.	City of Spokane	Coordinate with City Traffic Engineering regarding specific locations.

LONGER TERM PROJECTS	POTENTIAL PARTNERS	NOTES
NEIGHBORHOOD RETAIL & ACTIVITY CENTERS:		
1. Support improvements to retail uses at Mission and Napa.	City of Spokane, STA, and Business owners	Work with City, STA and property owners to coordinate improvements.
2. Support improvements to retail, commercial and light industrial uses at Mission and Greene.	City of Spokane, STA, and Business owners	Work with City, STA and property owners to coordinate improvements.
STREET IMPROVEMENTS:		
1. Support right-of-way improvements at Mission and Napa.	City of Spokane & STA	Work with City and STA to coordinate improvements.
2. Support right-of-way improvements at Mission and Greene	City of Spokane & STA	Work with City and STA to coordinate improvements.
PEDESTRIAN SAFETY AND CONNECTIVITY:		
1. Identify and implement two neighborhood safe walk loops both north and south of Mission Avenue.	City of Spokane	Work with City staff to identify available resources and funding.
2. Extend Tuffy's trail south on Riverton to connect to the Mission Street bridge.	City of Spokane	Work with City staff to identify available resources and funding.
3. Improve crosswalk lighting along Mission.	City of Spokane & STA	Work with City staff and STA to identify available resources and funding.
4. Improve lighting within Chief Garry Park	City of Spokane & STA	Work with City staff and STA to identify available resources and funding.
NEIGHBORHOOD GATEWAY, LIGHTING AND BEAUTIFICATION:		
1. Construct a gateway entrance monument sign, lighting and landscaping at Mission and Riverton.	City of Spokane & Property owners	Coordinate with city and property owners to identify appropriate locations and specific improvements.
2. Construct a gateway entrance monument sign, lighting and landscaping near Mission and Greene.	City of Spokane & Property owners	Coordinate with city and property owners to identify appropriate locations and specific improvements.



Chief Garry Park

Project Map

Spokane, WA
Legend

- Tuffy's Trail
- Chief Garry Park
- Connecting Route
- Bench
- Bicycle
- Gateway sign
- Kiosk information
- Lighting
- Neighborhood activity center
- Paving street
- Pedestrian crossing
- Street trees
- Traffic calming
- Trail extension
- Transit
- Wayfinder



June 2017

Project Toolkit

The project toolkit provides potential improvements and design treatments to consider when implementing some priority projects. The images provided are based on the visual preference survey choices made by residents who participated in Workshops I and II.



STREET TREES



BENCHES



TRAIL SIGNAGE



KIOSKS



WIDE SIDEWALKS



LIGHTING



GATEWAY SIGNAGE



BANNERS

10

NEXT STEPS

Implementation of the Chief Garry Park Neighborhood Action Plan will require the ongoing support and commitment of the Neighborhood Council. This plan provides a starting point to ensure future development adheres to the neighborhood vision.

Approval of the action plan will not result in immediate project funding. Ideas presented in this plan will require further analysis, and capital projects will require funding for implementation.

The neighborhood Council is encouraged to pursue the following steps in order to successfully implement the plan and develop key catalyst projects.

- **Funding:** Identify potential funding sources for priority projects. Consider grants, public/private partnerships, fundraising, and community volunteer efforts.
- **Update:** Consider updating the project list and action plan on an annual basis to address completed projects and changed neighborhood conditions.



Ongoing neighborhood engagement will be critical to implementing the recommendations of this action plan.

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

07/10/2017

Date Rec'd	6/27/2017
Clerk's File #	RES 2017-0057
Renews #	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	SALVATORE J. 625-6818	Project #	
Contact E-Mail	SFAGGIANO@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0500 RESOLUTION APPROVING SETTLEMENT		

Agenda Wording

Resolution approving settlement of Donna M. Strickler, et vir. v. St. Andrews Court, LLC, et al., Superior Court Cause No. 2016-02-04390-3, arising out of an incident on or about June 23, 2015.

Summary (Background)

The claim was settled through mediation.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 70,000.00	#	5800-78100-18680-54601
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PICCOLO, MIKE	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Executive Session
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	sfaggiano@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	dstragier@spokanecity.org	
<u>Additional Approvals</u>		james.scott@ascrisk.com	
<u>Purchasing</u>		tdunivant@spokanecity.org	

RESOLUTION RE SETTLEMENT OF
CIVIL CLAIM AGAINST CITY OF SPOKANE

WHEREAS, the City of Spokane is a named defendant in litigation brought in the Spokane County Superior Court under the caption "DONNA M. STRICKLER and JOSEPH C. STRICKLER, wife and husband, Plaintiffs v. ST. ANDREWS COURT, LLC., A Washington Corporation; KIEMLE & HAGOOD COMPANY, a Washington Corporation; CITY OF SPOKANE, a municipality; and JOHN DOE, with knowledge and responsibility, Defendants," Spokane County Superior Court Cause No. 2016-02-04390-3, arising out of an incident on or about June 23, 2015, as more fully described in the Complaint filed in said cause; and

WHEREAS, the City has determined to resolve all claims with Plaintiffs and any third parties who may claim a subrogated interest against the City, its officers, agents, employees and contractors, for a payment of SEVENTY THOUSAND DOLLARS (\$70,000.00).

WHEREAS, Plaintiffs have agreed to accept said payment and in return to release any and all claims against the City of Spokane.

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

1. The City of Spokane authorizes that payment in the amount of SEVENTY THOUSAND and NO/100 DOLLARS (\$70,000.00), to be paid to Plaintiffs and their counsel, without admission of fault or liability, as a full settlement and compromise of the above-referenced litigation and/or claim, and in exchange the Plaintiffs will provide a signed release fully extinguishing all claims by Plaintiffs in connection with the incident and pledging to fully protect and indemnify the City of Spokane, its officers, agents, employees, contractors, and insurers, against all loss or liability in connection with said claim.

PASSED the City Council this _____ day of _____, 2017.

City Clerk

Approved as to form:

Assistant City Attorney

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

07/10/2017

Date Rec'd	6/26/2017
Clerk's File #	ORD C35519
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	BEN 6256269	Project #	
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	0320 CLIMATE CHANGE, GLOBAL WARMING & SUSTAINABILITY ACTION PLAN		

Agenda Wording

AN ORDINANCE relating to climate change, global warming, and the City of Spokane's Sustainability Action Plan; re-naming Title 15; and enacting a new chapter 15.05 to the Spokane Municipal Code.

Summary (Background)

This ordinance will acknowledge the fact of anthropogenic climate change, and reaffirms the City's commitment to local, state, national, and global climate change mitigation efforts. The ordinance will codify the City of Spokane's greenhouse gas emissions (GHG) reduction goal: - 30% below the 2005 baseline level by the year 2030 and align the City of Spokane's GHG reduction goals with Washington state's reduction goals.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Public Works
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE	colsen@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	amcdaniel@spokanecity.org	
<u>Additional Approvals</u>			
<u>Purchasing</u>			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance will also codify the Sustainability Action Plan as the binding framework, going forward, for implementing City efforts related to climate change mitigation and adaptation, and energy security.

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

ORDINANCE NO. C35519

AN ORDINANCE relating to climate change, global warming, and the City of Spokane's Sustainability Action Plan; re-naming Title 15; and enacting a new chapter 15.05 to the Spokane Municipal Code.

WHEREAS, The Intergovernmental Panel on Climate Change ("IPCC") is a body jointly established in 1988 by the World Meteorological Organization ("WMO") and the United Nations Environment Programme ("UNEP"), and has provided the most authoritative and objective scientific and technical assessments in the field of climate change since 1990, and its reports have become standard works of reference on the issue of climate change; and

WHEREAS, according to the IPCC's 2014 Climate Change Report, "human influence on the climate system is clear and growing, with impacts observed across all continents and oceans. Many of the observed changes since the 1950s are unprecedented over decades to millennia. The IPCC is now 95 percent certain that humans are the main cause of current global warming. . . . the more human activities disrupt the climate, the greater the risks of severe, pervasive and irreversible impacts for people and ecosystems, and long-lasting changes in all components of the climate system."; and

WHEREAS, the overwhelming scientific evidence clearly shows that our planet's climate is changing, that our planet is heating up, and that humans have, and are, contributing significantly to climate change; and

WHEREAS, as the result of the Mayor's Task Force on Sustainability produced the City's Sustainability Action Plan in 2009, which was intended to contribute to the implementation of City Council Resolution 07-09 (Quality of Life Initiative); and

WHEREAS, the City of Spokane, on February 1, 2007, also signed the U.S. Mayors Climate Protection Agreement, set greenhouse gas reduction goals for the City of Spokane via City Council Resolution 2010-0038 (June 28, 2010), and has been a member of the U.S. Green Building Council; and

WHEREAS, the City of Spokane issued \$200 million in Water Wastewater Utility "green" bonds to improve the health of the Spokane River, protect the aquifer that provides Spokane residents with their drinking water, promote efficient energy use by updating and maintaining distribution and treatment systems, and enable resilience in anticipation of climate change and population growth; and

WHEREAS, the City of Spokane has reduced its energy consumption and have achieved net zero energy consumption by converting the City's garbage fleet from diesel to compressed natural gas, requiring vehicles to be more fuel efficient than the

vehicles they replace, adopting sustainable public building standards, and completing energy-efficient upgrades throughout city facilities and operations; and

WHEREAS, the City of Spokane will not ignore the clear and overwhelming scientific consensus that climate change is occurring and that human activities are causing it; and

WHEREAS, the City of Spokane has the responsibility and the authority to implement planning and regulations to ensure the health of its people and its environment, including whatever efforts are needed and available at the municipal level to mitigate the effects of climate change in Spokane; and

WHEREAS, the City of Spokane is committed to leading regionally and nationally in climate mitigation, sustainable infrastructure, and energy security;

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. That Title 15 of the Spokane Municipal Code is renamed “Environmental Protection.”

Section 2. That there is adopted a new chapter 15.05 of the Spokane Municipal Code to read as follows:

Chapter 15.05 Climate Change

Section 15.05.010 Acknowledgement of Climate Change and Global Warming

- A. It is the official policy of the City of Spokane to acknowledge and recognize the overwhelming scientific evidence of human-caused global warming and climate change. The City of Spokane acknowledges the rise in the global average temperature near the Earth’s surface and the central role humans play in causing recent climate change through the release of carbon dioxide and other greenhouse gases into the atmosphere.
- B. It is the official policy of the City of Spokane to incorporate strategies, both with respect to the City’s own actions and the actions of those within the City limits, to reduce Spokane’s carbon footprint and support local, state, and national efforts to limit the release of greenhouse gases into the atmosphere, incentivize the local development of a clean energy economy, and meet the commitments outlined in the Paris Climate Agreement.

Section 15.05.020 Greenhouse Gas Emissions Reduction Goals

- A. It is the goal of the City of Spokane to reduce greenhouse gas emissions (GHG) in the city of Spokane by at least thirty percent (30%) below the 2005 baseline level by the year 2030.

- B. It is the intent of the City Council to keep the City of Spokane's Greenhouse Gas Emissions Reduction Goals aligned with the Washington state's greenhouse gas reduction goals.

Section 15.05.030 Sustainability Action Plan

The City shall utilize the City of Spokane Sustainability Action Plan as the framework for developing and implementing the City's efforts related to climate change mitigation, climate change adaptation, and energy security.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

07/10/2017

Date Rec'd

6/20/2017

Clerk's File #

ORD C35520

Renews #

Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #

Contact Name/Phone

DEAN GILES 625-6121

Project #

Contact E-Mail

DGILES@SPOKANECITY.ORG

Bid #

Agenda Item Type

First Reading Ordinance

Requisition #

Agenda Item Name

4700 - REVISION OF SPOKANE MUNICIPAL CODE TITLE 17F

Agenda Wording

Ordinance to revise portions of the Spokane Municipal Code Title 17F, due to State adoption of 2017 National Electrical Code and State Amendments (WAC 296-43B), and to correct inaccurate references.

Summary (Background)

These changes are necessary due to the State adoption of the 2017 edition of the National Electrical Code, and to correct inaccurate references.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BECKER, KRIS

Study SessionDivision Director

KEY, LISA

Other

PED 07/03/17

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

sbishop@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

dgiles@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

jmallahan@spokanecity.org

jhappy@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Sections revised are: SMC 17F.050.010, 17F.050.090, 17F.050.140, 17F.050.190 and 17F.050.200.

Summary (Background)

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

ORDINANCE NO. C35520

An ordinance relating to the building code; amending SMC sections 17F.050.010, 17F.050.090 and 17F.050.200

The City of Spokane does ordain:

Section 1. That section 17F.050.010 of the Spokane Municipal Code is amended to read as follows:

Section 17F.050.010 Adoption of the National Electrical Code

- A. The National Electrical Code, 2014-2017 Edition, as published by the National Fire Protection Association, is the electrical code for the City.
- B. The rules and regulations of the State department of labor and industries, contained in chapter 296-46B WAC (except WAC 296-46B-906, WAC 296-46B-907, WAC 296-46B-908, WAC 296-46B-911-909, and WAC 296-46B- 911) are adopted as amendments and interpretations of the National Electrical Code.
- C. Persons doing electrical work are also required to comply with the state electrical installations laws.
- D. The National Electrical Code is further modified by the local amendments as provided in this chapter.

Section 2. That section 17F.050.090 of the Spokane Municipal Code is amended to read as follows:

Section 17F.050.090 Installation of Residential Service Entrance

- A. The service entrance conductors for a new single-family dwelling having five hundred square feet or more of habitable space must be installed in a raceway of not less than two-inch trade size which terminates in a two-hundred amp cabinet or panel containing a two-hundred amp main breaker or set of fuses. The conductors must be approved for carrying two hundred amperes. ~~Allowable ampacities of insulated conductors are as set forth in Table 310- 15(b)(6) and Tables 310-16 through 310-21 of the National Electrical Code.~~
- B. The service entrance cable for a new dwelling having less than five hundred square feet of habitable space or for rewiring an existing dwelling of any size may be installed either by the method provided in subsection (A) of this section or as exposed wiring on the exterior of the building, in accordance with the National Electrical Code.

- C. Section 3. That section 17F.050.140 of the Spokane Municipal Code is amended to read as follows:

Section 17F.050.140 Unapproved Work

- A. Whenever the inspector finds materials used or work performed which does not conform to this code, the inspector rejects the work and orders the permittee, in person or by phone, and later in writing if requested, to make all corrections in materials and workmanship necessary to satisfy this code within fifteen days, or within such longer time as the inspector may grant for good cause, unless the permittee timely appeals to the hearing officer.
- B. Whenever the inspector finds any electric wiring, apparatus or fixture:
1. being used or maintained in a dangerous or unsafe condition; or
 2. being installed, altered, or extended without a proper permit or by an unauthorized person;

~~the inspector notifies the building official. The building official inspector gives~~ written notice to the owners of the premises to take corrective action in a specified time.

- Section 4. That section 17F.050.190 of the Spokane Municipal Code is amended to read as follows:

Section 17F.050.190 Functions of Electrical Inspector

The electrical inspector has responsibility to:

- ~~A. process applications for electrical permits;~~
-
- ~~B. review and approve plans and diagrams;~~
-
- ~~C. A. conduct inspections of installation and equipment;~~
- ~~D. Make and promulgate rules, regulations and interpretations of the electrical code;~~
-
- ~~E. B. initiate proceedings, including prosecutions, to enforce the electrical code;~~
- ~~F. maintain records of permits issued and of all other administrative activities under the electrical code.~~

Section 5. That section 17F.050.200 of the Spokane Municipal Code is amended to read as follows:

17F.050.200 Hearing Officer

The hearing officer has jurisdiction over appeals pertaining to the electrical code as provided in ~~SMC 4.06.070~~ SMC 17G.050.070.

PASSED by the City Council on_____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17

CODE SECTION NEEDING REVISION *(LIST SPECIFIC CODE SECTIONS)*

SMC 17F.050.010

RECOMMENDED CHANGES TO CODE SECTION *(BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)*

Update language to adopt the current version of the Electrical Code, and to correct a WAC reference. The State Electrical Code is WAC 296-46B.

[Title 17F](#) Construction Standards [Chapter 17F.050](#) Electrical Code

[Section 17F.050.010](#) Adoption of the National Electrical Code

A. The National Electrical Code, ~~2014~~2017 Edition, as published by the National Fire Protection Association, is the electrical code for the City.

B. The rules and regulations of the State department of labor and industries, contained in chapter 296-46B WAC (except WAC 296-46B-906, WAC 296-46B-907, WAC 296-46B-908, WAC 296-46B-~~911~~909, and WAC 296-46B-911) are adopted as amendments and interpretations of the National Electrical Code.

C. Persons doing electrical work are also required to comply with the state electrical installations laws.

D. The National Electrical Code is further modified by the local amendments as provided in this chapter. Date

Passed: Monday, July 14, 2014

Effective Date: Thursday, August 28, 2014 ORD C35117 Section 2

EXPLANATION FOR WHY CHANGE IS RECOMMENDED

The State adopted the 2017 edition of the NEC effective on July 1, 2017.

The current language references subsection 911 twice. The first reference was intended to be section 909 which deals with misc State fees.

The State sets fees for miscellaneous electrical inspection, licensing, and permitting: WAC 296-46B-906 Inspection fees (addressed in SMC 08.02.032).

WAC 296-46B-907 Provisional permits (addressed in SMC 17F.050.020). WAC 296-46B-908 Class B permits. (addressed in SMC 17F.050.020).

WAC 296-46B-909 Electrical/telecommunications contractor's license, administrator certificate and examination, master electrician certificate and examination, electrician certificate and examination, copy, and miscellaneous fees. (These are State administered fees; the City of Spokane does not have regulatory authority).

WAC 296-46B-911 Electrical testing laboratory and engineer accreditation fees. (These are State administered fees; the City of Spokane does not have regulatory authority).

CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
CODE SECTION NEEDING REVISION (LIST SPECIFIC CODE SECTIONS)	
SMC 17F.050.090	
RECOMMENDED CHANGES TO CODE SECTION (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)	
<p>Recommending the deletion of redundant reference.</p> <p>Title 17F Construction Standards Chapter 17F.050 Electrical Code</p> <p>Section 17F.050.090 Installation of Residential Service Entrance</p> <p>A. The service entrance conductors for a new single-family dwelling having five hundred square feet or more of habitable space must be installed in a raceway of not less than two-inch trade size which terminates in a two-hundred amp cabinet or panel containing a two-hundred amp main breaker or set of fuses. The conductors must be approved for carrying two hundred amperes. Allowable ampacities of insulated conductors are as set forth in Table 310-15(b)(6) and Tables 310-16 through 310-21 of the National Electrical Code.</p> <p>B. The service entrance cable for a new dwelling having less than five hundred square feet of habitable space or for rewiring an existing dwelling of any size may be installed either by the method provided in subsection (A) of this section or as exposed wiring on the exterior of the building, in accordance with the National Electrical Code.</p> <p>Date Passed: Monday, February 28, 2005</p> <p>Effective Date: Saturday, April 2, 2005 ORD C33594 Section 4</p>	
EXPLANATION FOR WHY CHANGE IS RECOMMENDED	
<p>Instead of updating the reference to the correct Table numbers, it makes sense to delete the reference entirely.</p> <p>The allowable ampacity of insulated conductors is found in the NEC; the specific Table number does not need to be listed in this SMC Section. This number can change each code cycle, requiring ongoing updates to this SMC section.</p>	

CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
CODE SECTION NEEDING REVISION (LIST SPECIFIC CODE SECTIONS)	
SMC 17F.050.140	
RECOMMENDED CHANGES TO CODE SECTION (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)	
Recommending the correction of a SMC reference.	
Title 17F Construction Standards Chapter 17F.050 Electrical Code Section 17F.050.140 Unapproved Work	
<p>A. Whenever the inspector finds materials used or work performed which does not conform to this code, the inspector rejects the work and orders the permittee, in person or by phone, and later in writing if requested, to make all corrections in materials and workmanship necessary to satisfy this code within fifteen days, or within such longer time as the inspector may grant for good cause, unless the permittee timely appeals to the hearing officer.</p> <p>B. Whenever the inspector finds any electric wiring, apparatus or fixture:</p> <ol style="list-style-type: none">1. being used or maintained in a dangerous or unsafe condition; or2. being installed, altered, or extended without a proper permit or by an unauthorized person; <p>the inspector notifies the building official. The building official <u>inspector</u> gives written notice to the owners of the premises to take corrective action in a specified time.</p>	
Date Passed: Monday, February 28, 2005	
Effective Date: Saturday, April 2, 2005 ORD C33594 Section 4	
EXPLANATION FOR WHY CHANGE IS RECOMMENDED	
Electrical inspectors may issue a Notice of Violation directly, and do not need to involve the Building Official.	

CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
CODE SECTION NEEDING REVISION (LIST SPECIFIC CODE SECTIONS)	
SMC 17F.050.190	
RECOMMENDED CHANGES TO CODE SECTION (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)	
<p>Recommending the correction of inaccuracies.</p> <p>Title 17F Construction Standards Chapter 17F.050 Electrical Code</p> <p>Section 17F.050.190 Functions of Electrical Inspector The electrical inspector has responsibility to:</p> <p>A. process applications for electrical permits; B. review and approve plans and diagrams;</p> <p>C. A. conduct inspections of installation and equipment;</p> <p>D. Make and promulgate rules, regulations and interpretations of the electrical code;</p> <p>E. B. initiate proceedings, including prosecutions, to enforce the electrical code;</p> <p>F. maintain records of permits issued and of all other administrative activities under the electrical code.</p> <p>Date Passed: Monday, February 28, 2005</p> <p>Effective Date: Saturday, April 2, 2005 ORD C33594 Section 4</p>	
EXPLANATION FOR WHY CHANGE IS RECOMMENDED	
<p>The stricken lines are all the responsibility of the Building Official, not the Electrical Inspector.</p>	

CODE MAINTENANCE SUBMITTAL FORM

This form must be filled out in its entirety if the recommendation is to be considered.

Employee Name: M. Dean Giles	Department: Planning and Development
Email: dgiles@spokanecity.org	Date: 6/14/17
CODE SECTION NEEDING REVISION (LIST SPECIFIC CODE SECTIONS)	
SMC 17F.050.200	
RECOMMENDED CHANGES TO CODE SECTION (BE DETAILED - PROPOSED LANGUAGE, DELETIONS, ETC.)	
<p>Recommending the correction of a SMC reference.</p> <p>Title 17F Construction Standards Chapter 17F.050 Electrical Code Section 17F.050.200 Hearing Officer</p> <p>The hearing officer has jurisdiction over appeals pertaining to the electrical code as provided in SMC 4.06.070 SMC 17G.050.070.</p> <p>Date Passed: Monday, February 28, 2005</p> <p>Effective Date: Saturday, April 2, 2005 ORD C33594 Section 4</p>	
EXPLANATION FOR WHY CHANGE IS RECOMMENDED	
<p>The original reference (04.06.070) is problematic in two ways:</p> <ol style="list-style-type: none">1. It does not exist in the current SMC.2. Section 04.06 defines the purpose and functions of a Construction Review Board, which addresses appeals from the hearing officer. <p>Decisions pertaining to the Electrical Code are the responsibility of the Building Official. Appeals pertaining to the electrical code are inherently appeals of a Building Official decision. Appeals of a Building Official decision are the jurisdiction of the Hearing Examiner per SMC 17G.050.070 (B.2).</p>	

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

07/10/2017

Date Rec'd

6/19/2017

Clerk's File #

ORD C35521

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

First Reading Ordinance

Requisition #Agenda Item Name

4700 - DEVELOPER SERVICES - RICH AVENUE VACATION

Agenda Wording

An ordinance amending C-14765 vacating Rich Avenue from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street. (Bemiss and Hillyard Neighborhood Councils)

Summary (Background)

City Council passed the vacation Ordinance on December 24, 1956. At that time an easement was retained to protect a City water main in Rich Avenue from Market Street to Haven Street. The developer of the adjacent site has construction plans to move the water main. Final ordinance reading to hold off until construction is completed and approved.

Fiscal ImpactBudget Account

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

WEST, JACQUE

Study SessionDivision Director

MALLAHAN, JONATHAN

Other

PED 6/5/17

Finance

ORLOB, KIMBERLY

Distribution ListLegal

RICHTMAN, JAMES

Engineering Admin

For the Mayor

DUNIVANT, TIMOTHY

sbishop@spokanecity.org

Additional Approvals

ebrown@spokanecity.org

Purchasing

edjohnson@spokanecity.org

htrautman@spokanecity.org

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

ORDINANCE NO. C35521

An ordinance amending Ordinance C-14765 vacating Rich Avenue, in the City of Spokane from Market Street to Haven Street and Longfellow Avenue from Market Street to Haven Street.

The City of Spokane does ordain:

Section 1. That Rich Avenue, in the City of Spokane from Market Street to Haven Street, and Longfellow Avenue from Market Street to Haven Street, be, and the same are hereby vacated; ~~provided, however, the City of Spokane hereby reserves unto itself an easement in said vacated Rich Avenue for the maintenance, repair or reconstruction of an existing water main therein and providing that no structures shall be erected within said vacated area.~~

Section 2. This ordinance shall take effect and be in force thirty days from and after its passage.

Passed the City Council December 24, 1956.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney





Mayor

Date: _____

Effective Date: _____



Legend

-  Easement Area
-  Water Mains
-  Vacation Area
-  Property Lines

Vacation Amendment to Release an Easement



ORD C14765



THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.

Printed by: edjohnson
Print date: 5/15/2017

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

07/10/2017

Date Rec'd

6/13/2017

Clerk's File #

ORD C35522

Renews #Submitting Dept

FINANCE & ADMIN

Cross Ref #Contact Name/PhoneBEN 625-6586
STUCKART/GAVIN
COOLEYProject #Contact E-Mail

GCOOLEY@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

ORDINANCE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY

Agenda Wording

An ordinance creating the West Plains/Airport Area Public Development Authority and approving its charter and bylaws.

Summary (Background)

The creation of the West Plains/Airport Area Public Development Authority will assist the City and the County in their joint desire to improve the economic conditions of the West Plains/Airport area and the further development of the Spokane International Airport and business park.

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

BUSTOS, KIM

Study Session

Study Session

Division Director

DUNIVANT, TIMOTHY

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

rromero@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

gcooley@spokanecity.org

Additional Approvals

eschoedel@spokanecity.org

Purchasing

ggemmill@spokanecounty.org

ORDINANCE NO. C35522

AN ORDINANCE CREATING THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY AND APPROVING ITS CHARTER AND BYLAWS

WHEREAS, the City of Spokane, Washington (City), is a State of Washington first class charter city organized and existing under the Constitution and laws of the State of Washington;

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function;

WHEREAS, the City and Spokane County have entered into an Interlocal Agreement regarding the formation of a public development authority for the West Plains/Airport area the purpose of which is to facilitate economic development of the Spokane International Airport/West Plains property through the creation of the West Plains/Airport Area Public Development Authority; and

WHEREAS, the City Council hereby further finds that the creation of the West Plains/Airport Area Public Development Authority will assist the City and the County in their joint desire to improve the economic conditions of the West Plains/Airport area and the further development of the Spokane International Airport and business park; --

NOW, THEREFORE, the City of Spokane does ordain as follows:

1. That the West Plains/Airport Area Public Development Authority is hereby created pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 and the Interlocal Agreement entered into between the City and County dated ____; and
2. That the Interlocal Agreement pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act) sets forth the terms and conditions between the City and the County for the operation of the West Plains/Airport Area Public Development Authority; and
3. That the attached Charter and Bylaws for the West Plains/Airport Area Public Development Authority are hereby approved.

PASSED BY THE CITY COUNCIL ON _____, 2017.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Date Mayor

Effective Date

**CHARTER OF THE
WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY**

TABLE OF CONTENTS

ARTICLE I – Name and Seal

Section 1.1 Name

Section 1.2 Seal

ARTICLE II – Authority and Limit on Liability

Section 2.1 Authority

Section 2.2 Limit on Liability

Section 2.3 Mandatory Disclaimers

ARTICLE III – Duration

ARTICLE IV – Purpose

ARTICLE V - Powers

Section 5.1 Powers

Section 5.2 Indemnification

Section 5.3 Limitation on Power

Section 5.4 Indemnification

ARTICLE VI – Board of Directors

Section 6.1 Board of Composition

Section 6.2 Terms of Office

Section 6.3 Officers and Division of Duties

Section 6.4 Committees

Section 6.5 Removal of Board Member

ARTICLE VII – Meetings

Section 7.1 Board Meetings

Section 7.2 Open Public Meetings

Section 7.3 Parliamentary Authority

Section 7.4 Minutes

ARTICLE VIII – Bylaws

ARTICLE IX – Amendments to Charter and Bylaws

Section 9.1 Proposals to Amend Charter and Bylaws

Section 9.2 Vote Required for Amendments to Charter or Bylaws

Section 9.3 City Council and Spokane County Commissioners' Approval of Proposed Charter

Section 9.4 Amendment of Bylaws

ARTICLE X – Commencement

ARTICLE XI – Dissolution

ARTICLE XII – Approval of Charter

CHARTER OF THE WEST PLAINS/ AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY

ARTICLE I

Name and Seal

Section 1.1 Name. The name of this Authority shall be the WEST PLAINS/ AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY (the "Authority").

Section 1.2 Seal. The Authority's seal shall be a circle with the name "West Plains/ Airport Area Public Development Authority" inscribed therein.

ARTICLE II

Authority and Limit on Liability

Section 2.1 Authority. The Authority is a public authority organized pursuant to RCW 35.21. 730 -755 and RCW 35.21.757, as amended (the "Act") and the interlocal cooperation agreement entered into between the City of Spokane ("City") and Spokane County ("County") entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND SPOKANE COUNTY REGARDING FORMATION OF A PUBLIC DEVELOPMENT AUTHORITY FOR THE WEST PLAINS/AIRPORT AREA ("the Interlocal Agreement") a copy of which is attached hereto as Attachment "1" and incorporated herein by reference. All provisions of the Interlocal Agreement are made a part of this Charter and adopted herein by reference. In the event on an inconsistency between the provisions of the Charter and the Interlocal Agreement, the Charter shall control.

Section 2.2 Limit on Liability. The Authority is an independent legal entity exclusively responsible for its own debts, obligations and liabilities. All liabilities incurred by the Authority shall be satisfied exclusively from the assets, credit, and properties of the Authority, and no creditor or other person shall have any right of action against or recourse to the City or the County, their respective assets, credit or services, on account of any debts, obligations, liabilities or acts or omissions of the Authority.

Section 2.3 Mandatory Disclaimers. The following disclaimer shall be printed or stamped on all contracts, bonds and other documents that may entail any debt or liability by the Authority.

The West Plains/ Airport Area Public Development Authority is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows:

[A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

ARTICLE III

Duration

The duration of the Authority shall be perpetual except as provided in the Interlocal Cooperation Agreement between the City and County

ARTICLE IV

Purpose

The purpose of the Authority is to provide a legal entity organized under RCW 35.21.730 - .757 to undertake, assist with and otherwise facilitate the acquisition, construction, development equipping, leasing, operation and maintenance of public benefit projects ("the Projects") within the PDA boundaries as defined in the Interlocal Agreement in order to assist both the City, County and the Spokane International Airport in their ability to improve the economic conditions in and around the City and County of Spokane. To the extent appropriate and consistent with the needs and objectives of the City and County, the Authority will acquire and manage real property, secure financing, undertake the construction and development of and otherwise accomplish all purposes required for development and operation of the Projects.

To the extent appropriate and consistent with the needs and objectives of the City and County and to facilitate or provide for the Projects, the Authority will undertake and accomplish all activities necessary or convenient for the development, operation and implementation of the Projects.

For the purpose only of securing the exemption from federal income taxation for interest on obligations of the Authority, the Authority constitutes an authority an instrument of the City and County pursuant to the Interlocal Agreement (within the meaning of those terms in regulations of the United States Treasury and ruling of the Internal Revenue Service prescribed pursuant to Section 103 of the Internal Revenue Code of 1998, as amended).

ARTICLE V

Powers

Section 5.1 Powers. The Authority shall have and may exercise all lawful powers conferred by state laws, the Interlocal Agreement and Charter. The Authority in all of its activities and transactions shall be subject to the powers, procedures and limitations contained in State law and the Interlocal Agreement. Nothing in the Authority's Charter and Bylaws may contradict state law or the Spokane Municipal Code.

Section 5.2. Powers Generally. Except as limited by the Constitution and laws of the State of Washington, the interlocal agreement, and this Charter, the Authority has and may exercise all lawful powers necessary or convenient to affect the purposes for

which it is created and to perform authorized corporate functions, including, without limitation, the power to:

- A. own and sell real and personal property;
- B. contract for any corporate purpose with a government, individual, association or corporation;
- C. sue and be sued in its name;
- D. lend and borrow funds;
- E. do anything a natural person may do;
- F. perform all manner and type of community services and activities;
- G. provide and implement such municipal and community services and functions as the City and County may, by legislative or contractual action direct;
- H. transfer any funds, real or personal property interests or services;
- I. receive and administer federal and private funds, goods or services for any lawful public purpose;
- J. purchase, lease, exchange, mortgage, encumber, improve, use, transfer and grant security interest in real or personal property;
- K. grant or acquire options on real and personal property;
- L. contract regarding income or receipts from real and personal property;
- M. issue negotiable bonds and notes in conformity with applicable provisions of state law in such principal amounts as in the discretion of the board are necessary or appropriate to provide sufficient funds for achieving any purpose of the Authority, upon the condition that:
 - 1. all bonds and notes, and liabilities occurring thereunder, shall be satisfied exclusively from the assets, properties and credits of the Authority; and
 - 2. no creditor or other person may have any recourse to the assets, credit or services of the City or County, unless the city council or the county commissioners by legislative action expressly guarantee such bonds or notes;
- N. contract for, lease and accept transfers, gifts and loans or funds and property from a:

1. government, including property acquired by any such governmental unit through the exercise of the power of eminent domain; and
 2. corporation, association, individual and any other source, and to comply with the terms and conditions therefor;
- O. manage, on behalf of a government, any property acquired by such entity through gift, purchase, construction, lease, assignment, default or exercise of the power of eminent domain;
- P. recommend to appropriate governmental authorities public improvements and expenditures in areas of the City or County in which the Authority by its Charter has a particular responsibility;
- Q. recommend to a government any property which, if committed or transferred to the Authority, would materially advance the public purpose for which the Authority is chartered;
- R. initiate, carry out and complete such improvements of benefit to the public, consistent with its charter, as a government may request;
- S. recommend to a government such tax, financing and security measures as the Authority may deem appropriate to maximize the public interest in activities in which the Authority by its Charter has a particular responsibility;
- T. lend its funds, property, credit and services for purposes of the Authority, or act as surety or guarantor for such purposes;
- U. provide advisory, consultative, training, educational and community services and advice to individuals, corporations, associations and governmental agencies, with or without charge;
- V. control the use and disposition of property, assets, and credit of the Authority;
- W. invest and re-invest its funds;
- X. fix and collect charges for services rendered or to be rendered and establish the consideration, if any, for property transferred;
- Y. maintain books and records as appropriate for the conduct of its affairs;
- Z. conduct its affairs, carry on its operations and use its property as allowed by law and consistent with this chapter, its charter and its bylaws;
- AA. name corporate officials, designate agents and engage employees, prescribing their duties, qualifications and compensation;

- BB. secure the services of consultants for professional services, technical assistance and advice;
- CC. identify and recommend to a government the acquisition by the appropriate governmental entity (for transfer to or use by the Authority) property and property rights which, if so acquired, whether through purchase or the exercise of eminent domain, and so transferred or used, would materially advance the purpose for which the Authority is chartered;
- DD. own and acquire property and property rights by purchase, gift, devise, or lease for the construction, maintenance or operation of off-street parking facilities, including the establishment and collection of parking fees and all other matter provided for in chapter 35.86 RCW and chapter 35.86A RCW;
- EE. exercise and enjoy such other powers as may be authorized by law.

Section 5.3 Limitation on Power. The Authority in all activities and transactions shall be limited in the following respects:

- A. The Authority has no power of eminent domain nor power to levy taxes or special assessments.
- B. The Authority may not incur or create any liability that permits recourse by any party or member of the public to any assets, services, resources or credit of the City or County.
 - 1. All liabilities incurred by the Authority shall be satisfied exclusively from the assets and credit of the Authority.
 - 2. No creditor or other person may have any recourse to the assets, credit or services of the City or County on account of any debt, obligation, liability, act or omission of the Authority.
- C. Use of Funds.
 - 1. No funds, assets or property of the Authority may be used for any partisan political activity or to further the election or defeat of any candidate for public office.
 - 2. No funds nor a substantial part of the activities of the Authority may be used for publicity or educational purposes designed to support or defeat legislation pending before the Congress of the United States, the Legislature of the State of Washington, the Spokane City Council or the Spokane County Board of Commissioners.
 - 3. Notwithstanding subsections (1) and (2) of this section, funds may be used for representatives of the Authority to communicate with members of Congress, state legislators, city council members and county

commissioners concerning funding and other matters directly affecting the Authority, so long as such activities:

- a. do not constitute a substantial part of the Authority's activities;
and
- b. are not specifically limited in its charter.

D. All funds, assets and credit of the Authority must be applied toward or expended upon services, projects and activities authorized by its Charter. No part of the net earnings of the Authority may inure to the benefit of, or be distributable as such to, its directors or officers or other private persons, except the Authority is authorized and empowered to:

1. compensate its officials and others performing services for the Authority, including legal counsel, a reasonable amount for services rendered and reimburse reasonable expenses actually incurred in performing their duties;
2. assist its officials, as members of a general class of persons to be assisted by an Authority-approved project or activity, to the same extent as other members of the class as long as no special privilege or treatment accrues to such official by reason of status or position in the Authority;
3. defend and indemnify any current or former director or employee, and spouse and marital community thereof, against all costs, expenses, judgments and liabilities, including attorney's fees, reasonably incurred by or imposed upon such director or employee in connection with or resulting from any claim, action or proceeding, civil or criminal, by reason of being or having been an official of the Authority, or by reason of any action alleged to have been taken or omitted by him as such official, so long as the official was acting:
 - a. in good faith on behalf of the Authority, and
 - b. within the scope of duties imposed or authorized by law;
4. purchase insurance to protect and hold personally harmless any of its officials (including employees and agents) from any action, claim or proceeding instituted against the foregoing individuals arising out of the performance, in good faith, of duties for, or employment with, the Authority and to hold these individuals harmless from any expense connected with the defense, settlement or monetary judgment from such action, claim or proceeding;
5. sell assets for a consideration greater than their reasonable market value or acquisition cost, charge more for services that the expense of providing them, or otherwise secure an increment in a transaction, or carry out any other transaction or activity, as long as gain is not the principal object or purpose of the Authority's transaction or activity and the gain is applied to or expended upon services, projects and activities

as aforesaid.

- E. The Authority may not issue shares of stock, pay dividends, make private distributions of assets, make loans to its directors or employees, or otherwise engage in business for private gain.

Section 5.4 Indemnification. To the extent permitted by law, the Authority shall protect, defend, hold harmless and indemnify any person who becomes a director, officer, employee or agent of the Authority, and who is a party or threatened to be made a party to a proceeding by reason related to that person's conduct as a director, officer, employee or agent of the Authority, against judgments, fines, penalties, settlements and reasonable expenses (including attorneys' fees) incurred by him or her in connection with such proceeding, if such person acted in good faith and reasonably believed his or her conduct to be in the Authority's best interests and if, in the case of any criminal proceedings, he or she has no reasonable cause to believe his conduct was unlawful. The indemnification and protection provided herein shall not be deemed exclusive of any other rights to which a person may be entitled as matter of law or by contract or by vote of the Board of Directors. The Authority may purchase and maintain appropriate insurance for any person to the extent provided by applicable law.

ARTICLE VI

Board of Directors

Section 6.1 Board Composition. An Administrative Board composed of the following positions shall govern the Authority:

- A. Permanent Board Members:
1. One City Airport Board designated representative selected by the City,
 2. One County Airport Board designated representative selected by the County,
 3. One County Executive,
 4. One Airport CEO,
 5. The City of Spokane City Administrator, and
- B. At-large Business Representative:
1. Two at-large business representatives who will be selected by the 5 permanent Board Members (as described in the above sub-paragraphs A).

For the purpose of this section, Airport Board shall means the Spokane Airport Board created pursuant to City of Spokane Number OPR 1986-0318 and Spokane County Resolution Number 1990-0082 (the "Airport Interlocal").

Section 6.2 Terms of Office. The Term of Office for Authority Board members shall be as follows: individual Permanent Board members shall be for the term as employed or elected representative of the designated position and their term shall expire upon their departure from the City, County or Airport. At-large Business

Representative shall be for a period of three (3) years, or as otherwise designated by a majority of the Permanent Board Members.

Section 6.3 Officers and Division of Duties. The Authority shall have four (4) officers. The same person shall not serve as both the Chair and any office responsible for the custody of funds and maintenance of accounts and finances. The initial officers of the Authority shall be the Chair, Vice-Chair, Treasurer and Secretary. These officers shall be members of the Board. The Chair shall be the agent of the Authority for service of process; the Bylaws may designate additional corporate officials as agents to receive or initiate process. Further duties of all officers may be provided for in the Bylaws. The Board shall oversee the activities of the corporate officers, establish and/or implement policy, participate in corporate activity, and shall have stewardship for management and determination of all corporate affairs.

Section 6.4 Committees. The Board shall have the authority to appoint such advisory committees to the Authority as the Board may from time to time determine appropriate. The appointment of other committees shall be provided for in the Bylaws.

Section 6.5 Removal of Board Member. Board members may only be removed from the Authority Board upon their departure from the City, County, or Airport Board; or as otherwise designated by the City or County in regards to the selection of Airport Board designated representatives in the Airport Interlocal.

ARTICLE VII

Meetings

Section 7.1 Board Meetings. The Board shall meet as necessary but not less two meetings each year. Special meetings of the Board may be called as provided in the Bylaws. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

Section 7.2 Open Public Meetings. All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), chapter 42.30 RCW. Notice of meetings shall be given in a manner consistent with the OPMA. . At such meeting, any citizen shall have a reasonable opportunity to address the Board either orally or by written petition. Voting by proxy is not permitted. Participation by a Board member by telephone or other electronic communication shall be permitted. Conduct of the meetings, including voting, shall be consistent with the OPMA.

Section 7.3 Parliamentary Authority. The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

Section 7.4 Minutes. Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to

maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

ARTICLE VIII

Bylaws

The initial Bylaws may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with this Charter, state law or the Interlocal Agreement. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein.

ARTICLE IX

Amendments to Charter and Bylaws

Section 9.1 Proposals to Amend Charter and Bylaws. Any Board member may introduce a proposed amendment to the Charter or to the Bylaws at any regular meeting or at any special meeting for which five (5) days advance written notice has been given to members of the Board. Proposals to amend the Charter or Bylaws shall be presented in a format that strikes over material to be deleted and underlines new material.

Section 9.2 Vote Required for Amendments to Charter or Bylaws. Resolutions of the Board approving proposed amendments to the Charter or Bylaws require an affirmative vote of a majority of the Board members voting on the issue, provided that such majority equals not less than four (4) votes.

Section 9.3 City Council and Spokane County Board of Commissioners' Approval of Proposed Charter. Future proposed Charter amendments adopted by the Board shall be submitted to the Spokane City Council and the Spokane County Board of Commissioners for adoption and approval.

Section 9.4 Amendment of Bylaws. The initial bylaws shall be approved by the City and County. Future bylaw amendments shall be approved by the Authority and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

ARTICLE X

Commencement

The Authority shall commence its existence effective upon approval of its Charter by the Spokane City Council and Spokane County Board of Commissioners. The Charter shall be issued in quadruple originals, each bearing the City's official seal attested by the City Clerk and the County's official seal attested by the County Clerk. One original each shall be retained by the City Clerk and County Clerk and filed as a public record; one duplicate original shall be provided to the Authority. The Clerk shall

give notice of the issuance of the Charter to the Secretary of State and furnish a copy thereof and of this ordinance upon request.

ARTICLE XI

Dissolution

Dissolution of the Authority shall be in the form and manner required by state law and the Interlocal Agreement. Upon dissolution, all assets of the Authority shall revert to the Spokane International Airport.

ARTICLE XII

Approval of Charter

APPROVED by Ordinance No. _____ adopted by the City Council of the City of Spokane, Washington on _____, _____, 2017.

CITY OF SPOKANE

By: _____

Its: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

APPROVED by Resolution No. _____ adopted by the Board of County Commissioners of Spokane County, Washington on _____, _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRENCH, Chair

JOSH KERNS, Vice Chair

SHELLY O'QUINN, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney

BYLAWS OF THE WEST PLAINS/AIRPORT AREA PUBLIC DEVELOPMENT AUTHORITY

ARTICLE 1. DEFINITIONS

1.1 Authority

“Authority” means the West Plains/Airport Area Public Development Authority organized pursuant to RCW 35.21.730 - .755 and RCW 35.21.757 - .759 as they currently exist and may be amended.

1.2 Electronic Transmission

“Electronic transmission” means an electronic communication that indirectly transfers a record in a tangible medium so that the record may be directly reproduced in a tangible medium and may be retained, retrieved, and reviewed by the sender and the recipient.

1.3 Written Notice

Any “written notice” may be given by electronic transmission.

ARTICLE 2. OFFICES

The registered office of the Authority in the state of Washington is _____Spokane, WA 99201. The Authority may have such other offices within Spokane County as the Board of Directors may designate.

ARTICLE 3. BOARD OF DIRECTORS

3.1 Power

Management and control of all Authority affairs shall reside in the Board of Directors (Board).

3.2 Number and Qualification

There shall be seven voting directors of the Authority’s Board.

The Board shall be composed of five permanent Board members and two at-large Board members as follows:

- a. Permanent Board Members:

- i. One City Airport Board designated representative selected by the City,
- ii. One County Airport Board designated representative selected by the County,
- iii. One County Executive,
- iv. One Airport CEO,
- v. The City of Spokane City Administrator, and

b. At-large Business Representative:

- i. Two at-large business representatives who will be selected by the 5 permanent Board Members (as described in the above subparagraphs 3.1).

The Permanent Authority Board members shall remain members of the Board during their term as designated by their capacity with either of the City, County or Airport. The at-large business representatives will serve 3 year terms, or as otherwise designated by a majority of the Permanent Board Members.

3.4 Duties of a Director

Directors owe the Authority a number of duties. First, directors must act in good faith, meaning act with good intentions. Second, directors must act in the best interest of the Authority. Directors have a special fiduciary relationship with the Authority and have the duty to act for the benefit of the Authority, not for their own personal benefit. Third, directors must act with due care. As a fiduciary, the Board is entrusted with the Authority's money and must be careful with the use of those funds. Among other things, each director must evaluate existing programs to determine if they are run efficiently and examine financial statements to ensure the Authority has adequate funds to pay its debts and that those funds are being used to further the organization's goals and mission. Fourth, each director must act as an ordinarily prudent person would act. Directors are expected to use common sense and practical judgment, not necessarily be experts in every matter the Board considers. However, if a Board member has a particular expertise, then this person will be expected to utilize this greater knowledge and be held to this standard in her/his conduct.

3.5 Regular & Special Meetings

The Board shall meet as necessary, but not less than two meetings each year. Special meetings of the Board may be called as provided in the Bylaws and pursuant to state law. The Bylaws may provide that meetings shall be recorded and maintained by the Authority.

3.5.1 Open Public Meetings

All meetings of the Board shall be conducted consistent with the Open Public Meetings Act (OPMA), Chapter 42.30 RCW. notice of meetings shall be given in a manner consistent with the OPMA. Voting by proxy is not permitted. Participation by a board member by telephone or other electronic communication approved by the Chair shall be permitted with prior notice given to the Chair.

3.5.2 Parliamentary Authority

The rules of Robert's Rules of Order (revised) shall govern the Authority in all cases to which they are applicable, where they are not inconsistent with the Charter or with the special rules of order of the Authority set forth in the Bylaws.

3.5.3 Minutes

Copies of the minutes of all regular or special meetings of the Board shall be available to any person or organization that requests them as required by state law. The minutes of all Board meetings shall include a record of individual votes on all matters requiring Board concurrence. The Authority is required to maintain and provide in its office a compilation of all minutes and proceedings of the Board and resolutions of the Board.

3.5.4 Applicability of General Laws

A public corporation, commission, or authority created under the authority set forth in 1.1 above, and officers and multimember governing body thereof, are subject to general laws regulating local governments, multimember governing bodies, and local governmental officials, including, but not limited to, the requirement to be audited by the state auditor and various accounting requirements provided under chapter 43.09 RCW, the open public record requirements of chapter 42.56 RCW, the prohibition on using its facilities for campaign purposes under RCW 42.17A.555, the open public meetings law of chapter 42.30 RCW, the code of ethics for municipal officers under chapter 42.23 RCW, and the local government whistleblower law under chapter 42.41 RCW.

3.6 Quorum

At least four (4) members of the Board must be present at any regular or special meeting to comprise a quorum. At all meetings, except as otherwise provided by law or these by-laws, a quorum shall be required for the transaction of any business.

3.7 Manner of Acting

If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the Board of Directors, unless the question is one upon which a different vote is required by express provision of law, the Charter or these Bylaws. Provided, votes regarding (a) debt; (b) approval of the Budget; (c) employment of the Authority executive director; (d) cost allocations made prior to issuance of Bonds; and

(e) acquisition, sale, transfer, disposal, lease or conveyance of any interest in real property owned by the Authority shall require an affirmative vote of a majority of the Permanent Authority Board. Each Board Member shall have an equal vote and have the right to vote in all Board decisions.

3.8 Participation by Telecommunication

Directors may participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all directors participating can hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

3.10 Board Committees

The Board of Directors may, by resolution adopted by a majority of directors, designate from among its directors one or more committees, each of which must have two (2) or more directors and shall be governed by the same rules regarding meetings, notice, waiver of notice, quorum, and voting as applicable to the Board of Directors. Each such committee shall have and may exercise only the authority specifically granted to it by the Board of Directors and these bylaws. The designation of any such committee and the delegation thereto of authority shall not relieve the Board of Directors, or any directors thereof, of any responsibility imposed by law on the Board of Directors.

3.10.1 Advisory Committees

In addition to Committees discussed in Section 3.10 above, the officers shall have the ability to appoint advisory committees to the Authority as from time to time determine appropriate.

3.13 Dissolution

Dissolution of the Authority shall be in the form and manner required by state law, the Interlocal Agreement entered into between the City of Spokane and Spokane County entitled "INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE COUNTY REGARDING FORMATION OF A PUBLIC DEVELOPMENT AUTHORITY FOR THE WEST PLAINS/AIRPORT AREA," the Charter of the West Plains/Airport Area Public Development Authority and these Bylaws.

3.14 Compensation

No director shall receive any compensation, either by way of salary or fees for attendance at meetings or otherwise, nor shall any director be reimbursed for expenses, except pursuant to the authorization of the Board of Directors.

ARTICLE 4. OFFICERS

4.1 Number and Qualifications

The officers of the Authority shall be elected by the directors and shall include a Chair, a Vice-Chair, a Secretary, and a Treasurer. Additional Officers, as deemed necessary by the Authority shall exercise only such powers and perform such duties as specifically delegated to them by the Board of Directors. Furthermore, unless specifically authorized by the Board of Directors, no "Additional Officers" shall have authority to sign documents on behalf of the Corporation.

4.2 Appointment and Term of Office

The officers of the Authority shall be elected at the annual meeting of the directors and shall hold office for one (1) year or until their successors are elected and have qualified. Any officer may be removed at any time, with or without cause, by majority vote of the directors. The removal of a Board member from an office does not remove the member from the Board. No officer shall hold the same office position for more than two (2) terms in the same capacity. Vacancies in any office shall be filled by majority vote of the directors for the unexpired term of the vacant office.

4.5 Chair

The Chair shall preside at all meetings of the Authority, shall have general supervision of the affairs of the Authority, and shall perform such other duties as are incident to the office or are properly required of the Chair by the Authority.

4.5 Vice-Chair

During the absence or disability of the Chair, the Vice-Chair shall exercise all the functions of the Chair. The Vice-Chair shall have such powers and discharge such duties as may be assigned to the Vice-Chair from time to time by the Authority.

4.6 Treasurer

The Treasurer shall have the custody of all monies and securities of the Authority and shall keep regular books of account. The treasurer shall oversee the disbursement of funds of the Authority in payment of the just demands against the Authority or as may be ordered by the Authority (taking proper vouchers for such disbursements) and shall render to the from time to time as may be required, an account of all transactions undertaken as Treasurer and of the financial condition of the Authority. The treasurer

shall perform such other duties as are incident to the office or are directed by the Chair or by the Authority.

4.7 Secretary

The Secretary shall issue notices for all meetings, except for notices of special meetings of the directors and the Authority which are called by the requisite number of directors, shall arrange and distribute minutes of all meetings, shall have charge of the seal and the corporate books, and shall make such reports and perform such other duties as are incident to the office, or are directed of the Secretary by the Chair or by the Authority.

4.8 Temporary Transfer of Powers and Duties

In case of the absence or illness of any officer of the Authority, or for any other reason that the directors may deem sufficient, the directors may delegate and assign, for a specified time, the powers and duties of any officer to any other director.

ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS

5.1 Contracts

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and that authority may be general or confined to specific instances.

5.2 Loans

No loans shall be contracted on behalf of the Authority and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

5.3 Checks, Drafts, Etc.

All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority shall be signed by the officer or officers, or agent or agents, of the Authority and in the manner as shall from time to time be prescribed by resolution of the Board of Directors.

5.4 Deposits

All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in an Authority controlled financial account. The Treasurer and the Secretary will have signature rights to the account.

5.5 Loans to Directors and Officers

No loans shall be made by the Authority to any officer or to any director.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Books and Records

The Authority shall keep correct and complete books and records of account, minutes of the proceedings of the Board of Directors and any committees designated by the Board of Directors, and such other records as may be necessary or advisable.

6.2 Fiscal Year

The fiscal year of the Authority shall be the calendar year or such other fiscal year as may be determined by resolution adopted by the Board of Directors.

6.3 Amendments to these Bylaws

The initial Bylaws shall be approved by the City and County and may be amended to provide additional or different rules governing the Authority and its activities as are not inconsistent with state law, the interlocal agreement and Charter and which are processed and approved as provided for in the Charter. The Board may provide in the Bylaws for all matters related to the governance of the Authority, including but not limited to matters referred to elsewhere in the Charter for inclusion therein. Future bylaw amendments shall be approved by the Authority, processed as provided for in the Charter, Section 9.4, and shall take effect ten days after the amendments have been filed with the City Clerk and the Clerk of the Board of County Commissioners.

6.5 Form of Seal

The seal of the Authority shall be a circle with the name "West Plains/ Airport Area Public Development Authority" inscribed therein.

6.6 Voting Requirement

Unless specifically declared otherwise, all matters affecting the Authority may be determined by a vote of the directors, voting either in person or by telecommunication in compliance with section 3.8.

These Bylaws approved by City of Spokane Ordinance No. ____, adopted by the Spokane City Council on _____, 2017 and approved by the Spokane County Resolution No. ____, adopted by the Board of County Commissioners on _____, 2017.

Council President

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

AL FRENCH, Chair

JOSH KERNS, Vice Chair

SHELLY O'QUINN, Commissioner

Attest:

Approved as to form:

Ginna Vasquez
Clerk of the Board

Deputy Civil Prosecuting Attorney