CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM

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

1. **No Clapping!**
2. **No Cheering!**
3. **No Booing!**
4. **No public outbursts!**
5. **Three-minute time limit for comments made during open forum and public testimony on legislative items!**
6. **No person shall be permitted to speak at open forum more often than once per month.**

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

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

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

2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.

5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.

5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.

5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.

5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.

5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.

5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE

ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, NOVEMBER 6, 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 CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@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 Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. One-Year Value Blanket Order Extensions with:	Approve All	
a. Otto Environmental Systems, LLC (Eloy, AZ) for the purchase of automated refuse carts—estimated annual cost: $200,000 (incl. tax).		OPR 2016-0003 BID 4157-15
b. Schaefer Systems International, Inc. (Charlotte, NC) for the purchase of automated yard waste carts—estimated annual cost: $150,000 (incl. tax).		OPR 2016-0023 BID 4158-15
Scott Windsor		
2. Value Blanket Renewal with Battery Systems of Spokane for the purchase of automotive batteries—estimated annual cost: $48,000 (incl. tax).	Approve	OPR 2016-0647 BID 4028-14
Steve Riggs		
3. Purchases by Fleet Operations for:	Approve All	
a. one TV Van from R.S. Technical Services as a replacement unit for the Fleet Services Department—$269,544.21 (incl. tax).		OPR 2017-0766

	b. one terminal tractor from Leavitt Machinery (Spokane, WA) as a replacement unit for the Waste to Energy Plant –$117,211.59 (incl. tax).		OPR 2017-0767 BID 4397-27
	c. two Ford Transit Cargo Vans from Columbia Ford (Longview, WA) as replacement vehicles for the Water Department–$59,535.45 (incl. tax).		OPR 2017-0768
	Steve Riggs		
4.	Low Bid of Shamrock Paving, Inc. (Spokane, WA) for Mission Avenue Grind & Overlay - Division Street to Hamilton Street–$1,114,114.14. An administrative reserve of $111,411.41, which is 10% of the contract price, will be set aside. (Logan Neighborhood)	Approve	OPR 2017-0769 ENG 2014092
	Dan Buller		
5.	Three-Year Contract with ALS Canada Ltd. (Ontario, Canada) for specialized testing of wastewater and stormwater sampling for the Wastewater Management Department Riverside Park Water Reclamation Facility–$167,790 per year (excl. tax).	Approve	OPR 2017-0770 RFP 4372-17
	Mike Cannon		
6.	Contract with GSI Water Solutions, Inc. (Portland, OR) for Well Station Evaluation from November 13, 2017 through December 31 2018–$824,000.	Approve	OPR 2017-0771 ENG 2017138
	Marcia Davis		
7.	Report of the Mayor of pending 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 $_____.	Approve & Authorize Payment	CPR 2017-0002
8.	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 Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS	RECOMMENDATION	
Ethics Commission: Three Appointments	Confirm	CPR 2006-0042
Health Sciences & Services Authority Board: One Appointment	Confirm	CPR 2017-0033

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

EMERGENCY ORDINANCES

RESOLUTION

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2017-0093
OPR 2017-0772

Declaring Allen-Bradley/Rockwell Automation Motor Control Centers and associated software as sole source and thus authorizing its purchase from Columbia Electric Supply (Spokane, WA), as the only authorized dealer for this region—$286,526.45 for 2017.
Steve Burns

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35560

Of the City of Spokane, Washington adopting a six-year Citywide Capital Improvement Program for the years 2018-2023 and amending section 5.5 Capital Facilities Program of the City of Spokane Comprehensive Plan.
Crystal Marchand

ORD C35558

Relating to public ways and property; amending SMC sections 12.02.010, 12.02.0210, 12.01.0804 and 8.02.068 of the Spokane Municipal Code. (Deferred from October 30, 2017, Agenda)
Abigail Martin

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

HEARINGS

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

		RECOMMENDATION	
H1.	**Hearing on 2018 Proposed Budget.** **Crystal Marchand**	**Hold Hrg. & Cont. to 11/13/2017**	**FIN 2017-0001**

Motion to Approve Advance Agenda for November 6, 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 in the Chase Gallery.

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

ADJOURNMENT

The November 6, 2017, Regular Legislative Session of the City Council is adjourned to November 13, 2017.

NOTES

Agenda Sheet for City Council Meeting of: 11/06/2017		Date Rec'd	10/25/2017
		Clerk's File #	OPR 2016-0003
		Renews #	
Submitting Dept	SOLID WASTE COLLECTION	**Cross Ref #**	
Contact Name/Phone	SCOTT WINDSOR 625-7806	**Project #**	
Contact E-Mail	SWINDSOR@SPOKANECITY.ORG	**Bid #**	4157-15
Agenda Item Type	Purchase w/o Contract	**Requisition #**	VALUE BLANKET
Agenda Item Name	4500 SWC EXTENSION OF VB TO PURCHASE AUTOMATED REFUSE CARTS		

Agenda Wording

One-year extension to Value Blanket Order with Otto Environmental Systems, LLC (Eloy, AZ) for the purchase of automated refuse carts--annual estimated expenditure $200,000 (including tax).

Summary (Background)

The City of Spokane issued bid #4157-15 for the purchase of 32, 68 and 95 gallon automated refuse carts. Otto Environmental was the lowest responsive bidder. Extending this contract will provide an available inventory for cart replacement and new account growth. The initial contract term was for two years, with the option to extend for three additional one-year periods; this is the first extension. Pricing will remain the same as the initial term.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	$ 200,000 (including tax)	# 4500-45100-37148-53502
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	WINDSOR, SCOTT	**Study Session**	PIES 10-23-17
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	CLINE, ANGELA	**Distribution List**	
Legal	SCHOEDEL, ELIZABETH	swindsor@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	rschoonover@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing	WAHL, CONNIE	cwahl@spokanecity.org	
		jason.gorske@otto-usa.com	
		Tax & Licenses	

BRIEFING PAPER

Public Infrastructure, Environment and Sustainability Committee

Solid Waste Collection

October 23, 2017

Subject

One-year extension of a Value Blanket Order with Otto Environmental Systems, LLC (Eloy, AZ) for the purchase of automated refuse carts.

Background

The Solid Waste Collection Department requests a one-year extension of a Value Blanket Order to purchase 32 gallon, 68 gallon, and 95 gallon automated refuse carts. Bid #4157-15 was issued to 23 suppliers; the contract was awarded to the lowest responsive bidder. The initial contract was for two years with the option of three one-year extensions; this will be the first extension. Otto Environmental is not requesting a price adjustment as allowed in the bid so pricing will remain unchanged during this contract extension.

Impact

Automated refuse carts allow residential accounts to benefit from the automated collection of garbage for disposal. These carts have increased collection efficiency since their implementation. Purchase of these carts will allow us to have inventory available for cart replacement, as well as new account growth. The anticipated annual expenditure is $200,000 (including tax).

Action

Recommend approval.

Funding

All funding for this purchase will be from the Solid Waste Collection Operations/Minor Equipment funds.

For further information, please contact Scott Simmons, Director of Public Works 625.6584 or smsimmons@spokanecity.org.

Agenda Sheet for City Council Meeting of: 11/06/2017		Date Rec'd	10/25/2017
		Clerk's File #	OPR 2016-0023
		Renews #	
Submitting Dept	SOLID WASTE COLLECTION	**Cross Ref #**	
Contact Name/Phone	SCOTT 625-7806	**Project #**	
Contact E-Mail	SWINDSOR@SPOKANECITY.ORG	**Bid #**	4158-15
Agenda Item Type	Purchase w/o Contract	**Requisition #**	VALUE BLANKET
Agenda Item Name	4500 SWC EXTENSION OF VB TO PURCHASE AUTOMATED YARD WASTE CARTS		

Agenda Wording

One-year extension to Value Blanket Order with Schaefer Systems International, Inc. (Charlotte, NC) for the purchase of automated yard waste carts--annual estimated expenditure $150,000 (including tax).

Summary (Background)

The City of Spokane issued bid #4158-15 for the purchase of 95 gallon automated yard waste carts. Schaefer Systems International, Inc. was the lowest responsive bidder. Extending this contract will provide an available inventory for cart replacement and new account growth. The initial contract term was for two years, with the option to extend for three additional one-year periods; this is the first extension. The issued bid provided for a price adjustment after the first two-year term.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	$ 150, 000 (including tax)	# 4500-44200-37148-53502
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	WINDSOR, SCOTT	**Study Session**	PIES 10-23-17
Division Director	SIMMONS, SCOTT M.	**Other**	
Finance	CLINE, ANGELA	**Distribution List**	
Legal	SCHOEDEL, ELIZABETH	swindsor@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	rschoonover@spokanecity.org	
Additional Approvals		jsalstrom@spokanecity.org	
Purchasing	WAHL, CONNIE	cwahl@spokanecity.org	
		mark.cerniglia@ssi-schaefer.us	
		travis.mcalister@ssi-schaefer.us	
		Tax & Licenses	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Schaefer Systems has requested to increase their pricing due to an industry shortage of high density polyethylene (HDPE) resin caused by Hurricane Harvey. The requested increase is $4.62 per cart (14 cents x 33 lbs.). After reviewing their backup documentation and researching the HDPE market, Solid Waste Collection agrees to their proposed increase.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

BRIEFING PAPER

Public Infrastructure, Environment and Sustainability Committee

Solid Waste Collection

October 23, 2017

Subject

One-year extension of a Value Blanket Order with Schaefer Systems International, Inc. (Charlotte, NC) for the purchase of automated yard waste carts.

Background

The Solid Waste Collection Department requests a one-year extension of a Value Blanket Order to purchase 95 gallon automated yard waste carts. Bid #4158-15 was issued to 23 suppliers; the contract was awarded to the lowest responsive bidder. The initial contract was for two years with the option of three one-year extensions; this will be the first extension.

In the bid, there was a provision that allowed the winning vendor to request a price adjustment after the initial two-year contract term. Schaefer Systems has requested to increase their pricing by $4.62 (0.14 x 33 lbs.) per cart due cost increases from their raw material suppliers. There is an industry shortage of high density polyethylene (HDPE) resin resulting from Hurricane Harvey. Schaefer Systems included market data and letters from their HDPE supplier to support their written request.

Impact

Diversion from disposal allows residential accounts to benefit from the reduced costs to compost yard waste as well as make a positive environmental impact. These carts have increased collection efficiency since their implementation. Purchase of these carts will allow us to have inventory available for cart replacement, as well as new account growth. The anticipated annual expenditure is $150,000 (including tax).

Action

Recommend approval.

Funding

All funding for this purchase will be from the Solid Waste Collection/Recycling/Minor Equipment funds.

For further information, please contact Scott Simmons, Director of Public Works 625.6584 or smsimmons@spokanecity.org.

Agenda Sheet for City Council Meeting of: 11/06/2017		Date Rec'd	10/25/2017
		Clerk's File #	OPR 2016-0647
		Renews #	
Submitting Dept	FLEET OPERATIONS	**Cross Ref #**	
Contact Name/Phone	STEVE RIGGS 625-7706	**Project #**	
Contact E-Mail	SRIGGS@SPOKANECITY.ORG	**Bid #**	4028-14
Agenda Item Type	Purchase w/o Contract	**Requisition #**	VB
Agenda Item Name	5100-FLEET RENEWAL OF ANNUAL VB FOR AUTO BATTERIES		

Agenda Wording

Renewal of the Value Blanket (VB) with Battery Systems of Spokane for the purchase of automotive batteries for an estimated annual expenditure of $48,000.00 including tax

Summary (Background)

On 7/28/14 City Council approved award of thie VB to Battery System of Spokane (OPR #2014-0526). The bid called for four (4) one-year optional renewals which this is the third. Prices will increase by approximately 3%.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 48,000.00	**#** various
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	RIGGS, STEVEN	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 10/23/17
Finance	HUGHES, MICHELLE	**Distribution List**	
Legal	ODLE, MARI	tprince@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	sriggs@spokanecity.org	
Additional Approvals		mmartinez@spokanecity.org	
Purchasing	PRINCE, THEA	taxes & licenses	

BRIEFING PAPER
PIES Committee
Fleet Services
October 23, 2017

Subject
The renewal of the Value Blanket (VB) with Battery Systems of Spokane of Spokane for the purchase of automotive batteries for an estimated annual expenditure of $48,000.00.

Background
This is a renewal of an annual Value Blanket to purchase automotive batteries as needed for the Fleet Services department.

Impact
Batteries are purchased by Fleet Services for use throughout the city of Spokane fleet of equipment.

Action
Recommend approval.

Funding
Funds are available in the Fleet Services Department budget.

For further information, please contact Scott Simmons, Director of Public Works 625-6584 or smsimmons@spokanecity.org.

Agenda Sheet for City Council Meeting of: 11/06/2017		Date Rec'd	10/25/2017
		Clerk's File #	OPR 2017-0766
		Renews #	
Submitting Dept	FLEET OPERATIONS	**Cross Ref #**	
Contact Name/Phone	STEVE RIGGS 625-7706	**Project #**	
Contact E-Mail	SRIGGS@SPOKANECITY.ORG	**Bid #**	HGAC BUY
Agenda Item Type	Purchase w/o Contract	**Requisition #**	RE #18733
Agenda Item Name	5100-FLEET PURCHASE OF ONE TV VAN		

Agenda Wording

Purchase of one (1) TV Van from R.S.Technical Services for the Fleet Services Department - $269,544.21 including tax

Summary (Background)

Using Interlocal Agreements with Houston-Galveston Area Council of Governments (HGAC) and NJPA - This TV Van is a replacement unit that has reached the end of its economic lifecycle for the Wastewater Department.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 269,544.21	**#** 4310-43115-94000-56404
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	RIGGS, STEVEN	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 10/23/17
Finance	HUGHES, MICHELLE	**Distribution List**	
Legal	ODLE, MARI	tprince@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	sriggs@spokanecity.org	
Additional Approvals		mmartinez@spokanecity.org	
Purchasing	PRINCE, THEA	taxes & Licenses	

BRIEFING PAPER
PIES Committee
Fleet Services
October 23, 2017

Subject
Purchase of one TV Van for the Wastewater Department.

Background
This purchase of one TV Van for the Wastewater Department for $269,544.21 incl. tax will be purchased with R.S. Technical Services through two nationally bid contracts. The chassis will be off of the NJPA contract and the body will be off of the HGAC Buy contract.

Impact
This TV Van is a replacement unit that has reached the end of its economic lifecycle.

Action
Recommend approval.

Funding
Funds are available in the Wastewater Department's budget.

For further information, please contact Scott Simmons, Director of Public Works 625-6584 or smsimmons@spokanecity.org.

Agenda Sheet for City Council Meeting of: 11/06/2017		Date Rec'd	10/25/2017
		Clerk's File #	OPR 2017-0767
		Renews #	
Submitting Dept	FLEET OPERATIONS	**Cross Ref #**	
Contact Name/Phone	STEVE RIGGS 625-7706	**Project #**	
Contact E-Mail	SRIGGS@SPOKANECITY.ORG	**Bid #**	BID #4397-27
Agenda Item Type	Purchase w/o Contract	**Requisition #**	RE# 18762
Agenda Item Name	5100 - FLEET PURCHASE OF TERMINAL TRACTOR		

Agenda Wording

Approve purchase of one terminal tractor from Leavitt Machinery (Spokane, WA) for $117,211.59 incl. tax.

Summary (Background)

This terminal tractor was put out to bid with Leavitt Machinery being the most economical choice of the three received. Although this was the highest of the three bids, it is available now versus the other two options, which would be three to four months before receiving the new unit. This year we have spent $21,991 keeping the current unit in operation and are in need of a replacement sooner rather than later. The warranty offered on the choice recommended for approval exceeds the other bids

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** $117,211.59	**#** 4490-44100-94000-56404
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	RIGGS, STEVEN	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 10/23/17
Finance	HUGHES, MICHELLE	**Distribution List**	
Legal	ODLE, MARI	tprince@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	sriggs@spokanecity.org	
Additional Approvals		mmartinez@spokanecity.org	
Purchasing	PRINCE, THEA	taxes & licenses	

BRIEFING PAPER
PIES Committee
Fleet Services
October 23, 2017

Subject
Purchase of one terminal tractor for the Waste To Energy (WTE) plant from Leavitt Machinery (Spokane, WA) for $117,211.59 incl. tax.

Background
This terminal tractor was put out to bid (#4397-17) with Leavitt Machinery being the most economical choice of the three received. Although this was the highest of the three bids, it is available now versus the other two options, which would be three to four months before receiving the new unit. This year we have spent $21,991 keeping the current unit in operation and are in need of a replacement sooner rather than later. The warranty offered on the choice recommended for approval exceeds the other two bids as well. Furthermore, the Tico's standard options are superior to what the Ottawa offers.

Impact
This terminal tractor is replacing a unit that has reached the end of its economic lifecycle.

Action
Recommend approval.

Funding
Funds are available in the WTE budget.

For further information, please contact Scott Simmons, Director of Public Works 625-6584 or smsimmons@spokanecity.org.

TERMINAL TRACTOR (OFF ROAD)
BID #4397-17 OPEN: 9/11/17

	RWC International LTD 824 N Thierman Rd Spokane Valley Wa 99212 Kelly Watson kwatson@rwcgroup.com 510-812-2407 2018 Kalmar Ottawa T-2 Off Highway	Leavitt Machinery 4405 E Trent Avenue Spokane WA 99212 Boyd Stern bstern@leavitt.ca 509-533-4500 2017 TICO ProSpotter OFF Road Inventory Specs, in stock in Spokane WA	Leavitt Machinery 4405 E Trent Avenue Spokane WA 99212 Boyd Stern bstern@leavitt.ca 509-533-4500 2017 TICO ProSpotter OFF Road New Factory Order, No Options Quoted
BASE BID	$95,940.01	107,435.00	$103,335.00
Credit Card	No	No	No
Delivery	90-120 Days FRO	3-14 Days FRO	TBD 60-90 Days FRO
Additional Items	Yes	Yes	Yes
Exceptions:	Cummins QSB6.7 Tier 4 Final 164 HP Electronic Engine 164Hp.@2200rpm 540lb/ft torque@ 1500rpm	Upgrade 173 HP 5 Yr Allison Warranty	NEW Factory Order Base Specs only – no additional options quoted
Warranty Basic Unit Engine Transmission Front Axle Rear Axle Cab Corrosion	 24 Months/6000 Hours 100% 24 Months/6000 Hours 100% 60 Months/unlimited hours 100% 12 Months/unlimited hours 100% 12 Months/unlimited hours 100% 24 Months/6000 Hours 100%	 12 Months/3000 Hours 182 days or 1,500 hrs labor & parts 183 days or 1500 hrs parts only 24 Months/2000 Hrs (No hr limit for 1st year) Excluded: this is through local Cummins Mfg 60 Months/Unlimited Hours Unlimited Hours 84 Months Frame/60 Months Cab -	 12 Months/3000 Hours 182 days or 1,500 hrs labor & parts 183 days or 1500 hrs parts only 24 Months/2000 Hrs (No hr limit for 1st year) Excluded: this is through local Cummins Mfg 48 Months/Unlimited Hours Unlimited Hours 84 Months Frame/60 Months Cab -

The Request for bid was e-mailed to 3 companies and plan holders, with 2 bid responses received.

PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE RESPONSIVE BID MEETING SPECIFICATIONS. AWARD OF BID IS MADE BY CITY COUNCIL.

Agenda Sheet for City Council Meeting of: 11/06/2017		Date Rec'd	10/25/2017
		Clerk's File #	OPR 2017-0768
		Renews #	
Submitting Dept	FLEET OPERATIONS	**Cross Ref #**	
Contact Name/Phone	STEVE RIGGS 625-7706	**Project #**	
Contact E-Mail	SRIGGS@SPOKANECITY.ORG	**Bid #**	WA STATE
Agenda Item Type	Purchase w/o Contract	**Requisition #**	RE #18722
Agenda Item Name	5100-FLEET PURCHASE OF TWO TRANSIT CARGO VANS		

Agenda Wording

Purchase of two (2) Ford Transit Cargo Vans from Columbia Ford (Longview, WA) - 59,535.45 including taxes.

Summary (Background)

As a member of the Washington State Cooperative, State contract pricing is available to the City. The State of Washington contract represents the best pricing available to us because the State Contract is allowed deeper discounts from the manufacturer. These vehicles are being purchased for the Water Department and are replacing vehicles that have reached the end of their economic life.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 59,535.45	**#** 4100-42430-94000-56404
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	RIGGS, STEVEN	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 10/23/17
Finance	HUGHES, MICHELLE	**Distribution List**	
Legal	ODLE, MARI	tprince@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	sriggs@spokanecity.org	
Additional Approvals		mmartinez@spokanecity.org	
Purchasing	PRINCE, THEA	taxes & licenses	

BRIEFING PAPER
PIES Committee
Fleet Services
October 23, 2017

Subject
Purchase of two Ford Transit Cargo Vans for the Water Department.

Background
Purchase of two cargo vans for the Water Department through the State contract for $59,535.45 incl. tax.

Impact
These cargo vans are replacement units for vans that have reached the end of their economic lifecycle.

Action
Recommend approval.

Funding
Funds are available in the Water Department's budget.

For further information, please contact Scott Simmons, Director of Public Works 625-6584 or smsimmons@spokanecity.org.

Agenda Sheet for City Council Meeting of: 11/06/2017		Date Rec'd	10/25/2017
		Clerk's File #	OPR 2017-0769
		Renews #	
Submitting Dept	ENGINEERING SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN BULLER 625-6391	**Project #**	2014092
Contact E-Mail	DBULLER@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR 18612
Agenda Item Name	0370 – LOW BID AWARD – SHAMROCK PAVING, INC.		

Agenda Wording

Low Bid of Shamrock Paving, Inc. (Spokane, WA) for Mission Avenue Grind & Overlay - Division Street to Hamilton Street - $1,114,114,14. An administrative reserve of $111,411,41, which is 10% of the contract price, will be set aside.(Logan Neighborhoo

Summary (Background)

On October 23, 2017 bids were opened for the above project. The low bid was from Shamrock Paving, Inc. in the amount of $1,114,114.14, which is $225,128.36 or 16.81% under the Engineer's Estimate; four other bids were received as follows: Inland Asphalt Company - $1,143,043.00; DW Excavating, Inc. - 1,204,777.77; T. LaRiviere Equipment & Excavation, Inc. - $1,229,033.21 and Award Construction, Inc. - 1,240,08.00.

Fiscal Impact	Grant related? NO Public Works? YES	**Budget Account**
Expense	**$** 1,225,525.55	**#** 3200 95090 95300 56501 99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 10/23/17
Finance	HUGHES, MICHELLE	**Distribution List**	
Legal	ODLE, MARI	Engineering Admin	
For the Mayor	DUNIVANT, TIMOTHY	mhughes@spokanecity.org	
Additional Approvals		kgoodman@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		kkeck@spokanecity.org	
		mdoval@spokanecity.org	
		publicworksaccounting@spokanecity.org	

BRIEFING PAPER

Public Infrastructure, Environment & Sustainability Committee

Engineering Services

October 23, 2017

Subject:
Mission Grind & Overlay (2014092)

Background:
This project will grind & overlay Mission Avenue between Division Street & Hamilton Street and includes miscellaneous storm water system, ADA required curb ramp upgrades and a widened sidewalk from Cincinnati Street to Hamilton Street. Various median pass throughs are also being constructed to improve crossing safety.

Impact
This project will be constructed half at a time (westbound then eastbound). One direction of traffic will be detoured onto Indiana, then the other direction.

Work on this project will occur as early in the spring of 2018 as possible and last 8-10 weeks. This project is being closely coordinated with the large Sharp Avenue project planned to begin after Gonzaga graduation next May. There will likely be some overlap of the two projects in late May, but we hope to reduce that overlap as best as possible by beginning the Mission project as early as weather allows.

Action
This project is on ad now with bids scheduled to open on October 23, 2017. We plan to put this project on council agenda shortly thereafter.

Funding
This project is federally funded.

For further information, please contact Scott Simmons, Engineering Services, 625-6584 or smsimmons@spokanecity.org

Mission Ave. G&O
Project Location
E Indiana Ave
N Division St
N Ruby St
N Lidgerwood St
N Astor St
N Addison St
N Standard St
N Dakota St
N Cincinnati St
N Hamilton St
E Nora Ave
E Augusta Ave
Heath
Park
St. Aloysius
Gonzaga Early
Learning Center
E Mission Ave
E Sinto Ave
N Pearl St
E Sharp Ave
W Sharp Ave
COPS Logan
E Boone Ave

City Of Spokane

Engineering Services Department

* * * Bid Tabulation * * *

Project Number: 2014092

Project Description Mission Ave Grind and Overlay from Division to Hamilton

Funding Source Federal

Preparer Rich Proszek

Original Date 6/23/2017 8:21:43 AM

Update Date 10/23/2017 2:20:41 PM

Addendum

Project Number: 2014092			Engineer's Estimate		Shamrock Paving Inc		Inland Asphalt Company		DW Excavating, Inc_	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	**Schedule Description**: Street Improvements					**Tax Classification**: 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	* * * * * *	700.00	* * * * * *	1,000.00	* * * * * *	500.00	* * * * * *	250.00
103	POTHOLING	10 EA	600.00	6,000.00	400.00	4,000.00	105.00	1,050.00	435.00	4,350.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	* * * * * *	4,000.00	* * * * * *	8,000.00	* * * * * *	10,670.00	* * * * * *	680.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	9 EA	600.00	5,400.00	500.00	4,500.00	500.00	4,500.00	546.00	4,914.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	* * * * * *	2,500.00	* * * * * *	3,200.00	* * * * * *	3,150.00	* * * * * *	4,100.00
107	MOBILIZATION	1 LS	* * * * * *	111,000.00	* * * * * *	50,000.00	* * * * * *	96,040.75	* * * * * *	57,870.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	60,000.00	* * * * * *	79,939.93	* * * * * *	64,100.00	* * * * * *	58,900.00
109	SPECIAL SIGNS	305 SF	17.00	5,185.00	15.00	4,575.00	10.50	3,202.50	12.00	3,660.00
110	SEQUENTIAL ARROW SIGN	7000 HR	5.00	35,000.00	1.25	8,750.00	1.60	11,200.00	1.82	12,740.00
111	PORTABLE CHANGEABLE MESSAGE SIGN	672 HR	7.00	4,704.00	3.30	2,217.60	3.65	2,452.80	4.25	2,856.00
112	TYPE III BARRICADE	50 EA	75.00	3,750.00	30.00	1,500.00	27.00	1,350.00	30.38	1,519.00
113	CLEARING AND GRUBBING	1 LS	* * * * * *	2,000.00	* * * * * *	5,200.00	* * * * * *	2,205.00	* * * * * *	6,434.00
114	AIR OR HYDRO EVACUATION	1 EA	400.00	400.00	700.00	700.00	682.50	682.50	800.00	800.00

Project Number: 2014092			Engineer's Estimate		Shamrock Paving Inc		Inland Asphalt Company		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 Improvements					Sales tax shall be included in unit prices				
115	REMOVE TREE, CLASS I	2 EA	250.00	500.00	400.00	800.00	400.00	800.00	455.00	910.00
116	TREE PRUNING	22 EA	270.00	5,940.00	175.00	3,850.00	175.00	3,850.00	200.00	4,400.00
117	REMOVE EXISTING CURB	1675 LF	6.00	10,050.00	12.00	20,100.00	9.45	15,828.75	4.80	8,040.00
118	REMOVE EXISTING CURB AND GUTTER	50 LF	7.00	350.00	25.00	1,250.00	10.50	525.00	4.86	243.00
119	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1120 SY	12.00	13,440.00	13.00	14,560.00	15.75	17,640.00	12.00	13,440.00
120	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	18 EA	575.00	10,350.00	750.00	13,500.00	504.00	9,072.00	665.00	11,970.00
121	Vacant	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
122	SAWCUTTING CURB	72 EA	40.00	2,880.00	21.00	1,512.00	25.00	1,800.00	30.00	2,160.00
123	SAWCUTTING RIGID PAVEMENT	2700 LFI	1.50	4,050.00	1.25	3,375.00	0.80	2,160.00	1.00	2,700.00
124	SAWCUTTING FLEXIBLE PAVEMENT	4450 LFI	0.80	3,560.00	0.35	1,557.50	0.26	1,157.00	0.30	1,335.00
125	Vacant	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
126	REMOVE UNSUITABLE FOUNDATION MATERIAL	80 CY	20.00	1,600.00	20.00	1,600.00	10.30	824.00	20.50	1,640.00
127	REPLACE UNSUITABLE FOUNDATION MATERIAL	80 CY	45.00	3,600.00	53.00	4,240.00	5.15	412.00	43.50	3,480.00
128	CONTROLLED DENSITY FILL	30 CY	120.00	3,600.00	108.00	3,240.00	90.00	2,700.00	200.00	6,000.00
129	CSTC FOR SIDEWALK AND DRIVEWAYS	60 CY	45.00	2,700.00	150.00	9,000.00	157.00	9,420.00	272.95	16,377.00
130	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	21678 SY	9.75	211,360.50	8.50	184,263.00	9.65	209,192.70	10.75	233,038.50
131	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	300 TO	80.00	24,000.00	90.00	27,000.00	107.00	32,100.00	113.48	34,044.00
132	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	30 TO	80.00	2,400.00	200.00	6,000.00	165.00	4,950.00	250.00	7,500.00
133	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	1476 SY	32.00	47,232.00	29.00	42,804.00	26.00	38,376.00	36.50	53,874.00

Project Number: 2014092			Engineer's Estimate		Shamrock Paving Inc		Inland Asphalt Company		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 Improvements					Sales tax shall be included in unit prices				
134	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	120 SY	36.00	4,320.00	45.00	5,400.00	53.50	6,420.00	56.50	6,780.00
135	CRACK SEALING 1-INCH to 3-INCH	4500 LF	1.50	6,750.00	1.50	6,750.00	2.10	9,450.00	2.43	10,935.00
136	CRACK SEALING 3-INCH to 6-INCH	500 LF	9.50	4,750.00	8.25	4,125.00	12.40	6,200.00	14.58	7,290.00
137	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1596 SY	27.00	43,092.00	41.00	65,436.00	33.50	53,466.00	26.00	41,496.00
138	PLANING BITUMINOUS PAVEMENT	21678 SY	12.00	260,136.00	3.25	70,453.50	3.20	69,369.60	3.05	66,117.90
139	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
140	COMPACTION PRICE ADJUSTMENT	1 CAL	4,230.00	4,230.00	4,230.00	4,230.00	4,230.00	4,230.00	4,230.00	4,230.00
141	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	12 EA	300.00	3,600.00	475.00	5,700.00	370.00	4,440.00	495.00	5,940.00
142	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	6 EA	300.00	1,800.00	600.00	3,600.00	660.00	3,960.00	570.00	3,420.00
143	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	1 EA	450.00	450.00	848.11	848.11	370.00	370.00	350.00	350.00
144	Vacant	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
145	CATCH BASIN TYPE 1	8 EA	1,900.00	15,200.00	2,200.00	17,600.00	2,360.00	18,880.00	2,900.00	23,200.00
146	CATCH BASIN TYPE 3	12 EA	2,100.00	25,200.00	2,200.00	26,400.00	2,890.00	34,680.00	3,050.00	36,600.00
147	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	1 EA	2,000.00	2,000.00	900.00	900.00	1,260.00	1,260.00	750.00	750.00
148	Vacant	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
149	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	1,500.00	1,500.00	900.00	900.00	1,260.00	1,260.00	750.00	750.00
150	Vacant	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Project Number: 2014092			Engineer's Estimate		Shamrock Paving Inc		Inland Asphalt Company		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 Improvements					Sales tax shall be included in unit prices				
151	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	700.00	700.00	800.00	800.00	995.00	995.00	400.00	400.00
152	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	1 EA	850.00	850.00	850.00	850.00	1,060.00	1,060.00	450.00	450.00
153	VALVE BOX AND COVER	3 EA	400.00	1,200.00	700.00	2,100.00	490.00	1,470.00	600.00	1,800.00
154	CLEANING EXISTING DRAINAGE STRUCTURE	25 EA	275.00	6,875.00	300.00	7,500.00	190.00	4,750.00	210.00	5,250.00
155	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	25.00	500.00	20.00	400.00	10.50	210.00	30.00	600.00
156	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	85.00	1,700.00	5.25	105.00	40.00	800.00
157	IMPORTED BACKFILL	30 CY	50.00	1,500.00	48.00	1,440.00	5.25	157.50	65.00	1,950.00
158	TRENCH SAFETY SYSTEM	1 LS	* * * * * *	1,500.00	* * * * * *	1,300.00	* * * * * *	1,575.00	* * * * * *	3,400.00
159	Vacant	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
160	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	540 LF	50.00	27,000.00	43.00	23,220.00	50.90	27,486.00	61.80	33,372.00
161	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	5 EA	500.00	2,500.00	750.00	3,750.00	430.40	2,152.00	292.00	1,460.00
162	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	8 EA	300.00	2,400.00	700.00	5,600.00	367.40	2,939.20	157.00	1,256.00
163	PLUGGING EXISTING PIPE	5 EA	350.00	1,750.00	660.00	3,300.00	84.00	420.00	71.00	355.00
164	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	* * * * * *	1,200.00	* * * * * *	5,500.00	* * * * * *	1,575.00	* * * * * *	1,350.00
165	CLEANING EXISTING SANITARY SEWER	3 EA	285.00	855.00	300.00	900.00	300.00	900.00	245.00	735.00
166	ESC LEAD	1 LS	* * * * * *	2,000.00	* * * * * *	1,600.00	* * * * * *	565.00	* * * * * *	150.00
167	INLET PROTECTION	42 EA	100.00	4,200.00	80.00	3,360.00	85.00	3,570.00	81.00	3,402.00
168	STREET CLEANING	40 HR	350.00	14,000.00	275.00	11,000.00	185.50	7,420.00	220.00	8,800.00

Project Number: 2014092			Engineer's Estimate		Shamrock Paving Inc		Inland Asphalt Company		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 Improvements					Sales tax shall be included in unit prices				
169	TOPSOIL TYPE A, 2 INCH THICK	100 SY	12.00	1,200.00	14.00	1,400.00	14.00	1,400.00	17.31	1,731.00
170	SOD INSTALLATION	100 SY	11.00	1,100.00	25.00	2,500.00	23.00	2,300.00	30.46	3,046.00
171	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	* * * * * *	4,500.00	* * * * * *	15,300.00	* * * * * *	15,221.00	* * * * * *	20,000.00
172	CEMENT CONCRETE CURB	1790 LF	21.00	37,590.00	21.00	37,590.00	21.00	37,590.00	29.50	52,805.00
173	CEMENT CONC. CURB AND GUTTER	20 LF	30.00	600.00	37.00	740.00	36.75	735.00	38.20	764.00
174	CEMENT CONCRETE DRIVEWAY	220 SY	50.00	11,000.00	64.00	14,080.00	63.00	13,860.00	58.95	12,969.00
175	CEMENT CONCRETE DRIVEWAY TRANSITION	30 SY	50.00	1,500.00	64.00	1,920.00	63.00	1,890.00	60.00	1,800.00
176	MONUMENT FRAME AND COVER	2 EA	400.00	800.00	550.00	1,100.00	840.00	1,680.00	400.00	800.00
177	CEMENT CONC. SIDEWALK	1640 SY	48.00	78,720.00	46.00	75,440.00	45.00	73,800.00	52.00	85,280.00
178	RAMP DETECTABLE WARNING	368 SF	25.00	9,200.00	26.50	9,752.00	26.25	9,660.00	23.00	8,464.00
179	TRAFFIC SIGNAL SYSTEM RETROFIT, DIVISION ST. AND MISISON AVE.	1 LS	* * * * * *	30,000.00	* * * * * *	35,000.00	* * * * * *	35,690.00	* * * * * *	41,500.00
180	TRAFFIC SIGNAL SYSTEM, RUBY ST. AND MISISON AVE.	1 LS	* * * * * *	30,000.00	* * * * * *	32,500.00	* * * * * *	33,100.00	* * * * * *	38,500.00
181	TRAFFIC SIGNAL SYSTEM, HAMILTON ST.	1 LS	* * * * * *	30,000.00	* * * * * *	40,200.00	* * * * * *	40,940.00	* * * * * *	47,500.00
182	CONDUIT CROSSING, MISSION AVE. AND CINCINNATI ST.	1 LS	* * * * * *	20,000.00	* * * * * *	6,700.00	* * * * * *	10,400.00	* * * * * *	8,950.37
183	SIGNING, PERMANENT	1 LS	* * * * * *	23,000.00	* * * * * *	12,500.00	* * * * * *	12,240.00	* * * * * *	14,200.00
184	PAVEMENT MARKING - DURABLE HEAT APPLIED	1156 SF	10.00	11,560.00	9.50	10,982.00	9.45	10,924.20	11.00	12,716.00
185	PAVEMENT MARKING - DURABLE INLAY TAPE	447 SF	9.00	4,023.00	10.50	4,693.50	10.50	4,693.50	12.00	5,364.00
186	TRAFFIC ISLAND CONCRETE	100 SY	48.00	4,800.00	63.00	6,300.00	63.00	6,300.00	52.03	5,203.00

Project Number: 2014092			Engineer's Estimate		Shamrock Paving Inc		Inland Asphalt Company		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 Improvements					Sales tax shall be included in unit prices				
187	CONNECT 21 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	1,500.00	3,000.00	1,000.00	2,000.00	645.00	1,290.00	1,600.00	3,200.00
188	MANHOLE TYPE I-48, BASIC PRICE	1 EA	3,900.00	3,900.00	3,000.00	3,000.00	5,075.00	5,075.00	3,700.00	3,700.00
189	STORM SEWER PIPE 21 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	16 LF	90.00	1,440.00	95.00	1,520.00	63.00	1,008.00	167.00	2,672.00
		Schedule Totals		1,339,242.50		1,114,114.14		1,143,043.00		1,204,777.77

Project Number: 2014092			Engineer's Estimate		Award Construction, Inc_		T LaRiviere Equipment & Excavation 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 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	* * * * * *	700.00	* * * * * *	600.00	* * * * * *	801.51	* * * * * *	0.00
103	POTHOLING	10 EA	600.00	6,000.00	700.00	7,000.00	417.34	4,173.40	0.00	0.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	* * * * * *	4,000.00	* * * * * *	9,000.00	* * * * * *	11,450.12	* * * * * *	0.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	9 EA	600.00	5,400.00	500.00	4,500.00	429.38	3,864.42	0.00	0.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	* * * * * *	2,500.00	* * * * * *	4,000.00	* * * * * *	2,862.53	* * * * * *	0.00
107	MOBILIZATION	1 LS	* * * * * *	111,000.00	* * * * * *	54,750.00	* * * * * *	130,000.00	* * * * * *	0.00
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	60,000.00	* * * * * *	34,000.00	* * * * * *	91,600.96	* * * * * *	0.00
109	SPECIAL SIGNS	305 SF	17.00	5,185.00	10.00	3,050.00	10.31	3,144.55	0.00	0.00
110	SEQUENTIAL ARROW SIGN	7000 HR	5.00	35,000.00	1.30	9,100.00	1.54	10,780.00	0.00	0.00
111	PORTABLE CHANGEABLE MESSAGE SIGN	672 HR	7.00	4,704.00	5.00	3,360.00	3.72	2,499.84	0.00	0.00
112	TYPE III BARRICADE	50 EA	75.00	3,750.00	70.00	3,500.00	28.62	1,431.00	0.00	0.00
113	CLEARING AND GRUBBING	1 LS	* * * * * *	2,000.00	* * * * * *	4,500.00	* * * * * *	5,725.06	* * * * * *	0.00
114	AIR OR HYDRO EVACUATION	1 EA	400.00	400.00	750.00	750.00	744.26	744.26	0.00	0.00
115	REMOVE TREE, CLASS I	2 EA	250.00	500.00	425.00	850.00	572.51	1,145.02	0.00	0.00
116	TREE PRUNING	22 EA	270.00	5,940.00	185.00	4,070.00	188.93	4,156.46	0.00	0.00
117	REMOVE EXISTING CURB	1675 LF	6.00	10,050.00	8.80	14,740.00	8.34	13,969.50	0.00	0.00
118	REMOVE EXISTING CURB AND GUTTER	50 LF	7.00	350.00	10.00	500.00	8.36	418.00	0.00	0.00
119	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	1120 SY	12.00	13,440.00	45.00	50,400.00	10.18	11,401.60	0.00	0.00

Project Number: 2014092			Engineer's Estimate		Award Construction, Inc_		T LaRiviere Equipment & Excavation 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 Improvements					Sales tax shall be included in unit prices				
120	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	18 EA	575.00	10,350.00	180.00	3,240.00	446.39	8,035.02	0.00	0.00
121	Vacant	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
122	SAWCUTTING CURB	72 EA	40.00	2,880.00	40.00	2,880.00	34.36	2,473.92	0.00	0.00
123	SAWCUTTING RIGID PAVEMENT	2700 LFI	1.50	4,050.00	1.30	3,510.00	0.97	2,619.00	0.00	0.00
124	SAWCUTTING FLEXIBLE PAVEMENT	4450 LFI	0.80	3,560.00	0.50	2,225.00	0.29	1,290.50	0.00	0.00
125	Vacant	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
126	REMOVE UNSUITABLE FOUNDATION MATERIAL	80 CY	20.00	1,600.00	35.00	2,800.00	28.25	2,260.00	0.00	0.00
127	REPLACE UNSUITABLE FOUNDATION MATERIAL	80 CY	45.00	3,600.00	64.00	5,120.00	40.30	3,224.00	0.00	0.00
128	CONTROLLED DENSITY FILL	30 CY	120.00	3,600.00	175.00	5,250.00	158.69	4,760.70	0.00	0.00
129	CSTC FOR SIDEWALK AND DRIVEWAYS	60 CY	45.00	2,700.00	100.00	6,000.00	113.35	6,801.00	0.00	0.00
130	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	21678 SY	9.75	211,360.50	9.50	205,941.00	11.11	240,842.58	0.00	0.00
131	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	300 TO	80.00	24,000.00	100.00	30,000.00	123.66	37,098.00	0.00	0.00
132	HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	30 TO	80.00	2,400.00	225.00	6,750.00	189.21	5,676.30	0.00	0.00
133	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 4 INCH THICK	1476 SY	32.00	47,232.00	32.00	47,232.00	30.34	44,781.84	0.00	0.00
134	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 6 INCH THICK	120 SY	36.00	4,320.00	50.00	6,000.00	62.98	7,557.60	0.00	0.00
135	CRACK SEALING 1-INCH to 3-INCH	4500 LF	1.50	6,750.00	2.25	10,125.00	2.29	10,305.00	0.00	0.00
136	CRACK SEALING 3-INCH to 6-INCH	500 LF	9.50	4,750.00	13.00	6,500.00	13.74	6,870.00	0.00	0.00
137	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1596 SY	27.00	43,092.00	20.00	31,920.00	16.20	25,855.20	0.00	0.00
138	PLANING BITUMINOUS PAVEMENT	21678 SY	12.00	260,136.00	3.00	65,034.00	2.74	59,397.72	0.00	0.00

Project Number: 2014092			Engineer's Estimate		Award Construction, Inc_		T LaRiviere Equipment & Excavation 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 Improvements					Sales tax shall be included in unit prices				
139	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
140	COMPACTION PRICE ADJUSTMENT	1 CAL	4,230.00	4,230.00	4,230.00	4,230.00	4,230.00	4,230.00	0.00	0.00
141	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	12 EA	300.00	3,600.00	525.00	6,300.00	335.04	4,020.48	0.00	0.00
142	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	6 EA	300.00	1,800.00	750.00	4,500.00	428.13	2,568.78	0.00	0.00
143	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN CONCRETE	1 EA	450.00	450.00	660.00	660.00	335.42	335.42	0.00	0.00
144	Vacant	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
145	CATCH BASIN TYPE 1	8 EA	1,900.00	15,200.00	3,200.00	25,600.00	2,156.96	17,255.68	0.00	0.00
146	CATCH BASIN TYPE 3	12 EA	2,100.00	25,200.00	3,240.00	38,880.00	2,465.09	29,581.08	0.00	0.00
147	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & VANED GRATE	1 EA	2,000.00	2,000.00	640.00	640.00	871.21	871.21	0.00	0.00
148	Vacant	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
149	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	1,500.00	1,500.00	640.00	640.00	871.21	871.21	0.00	0.00
150	Vacant	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
151	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	700.00	700.00	500.00	500.00	813.96	813.96	0.00	0.00
152	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	1 EA	850.00	850.00	640.00	640.00	871.21	871.21	0.00	0.00
153	VALVE BOX AND COVER	3 EA	400.00	1,200.00	450.00	1,350.00	428.13	1,284.39	0.00	0.00
154	CLEANING EXISTING DRAINAGE STRUCTURE	25 EA	275.00	6,875.00	250.00	6,250.00	286.25	7,156.25	0.00	0.00
155	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	25.00	500.00	67.00	1,340.00	29.83	596.60	0.00	0.00

Project Number: 2014092			Engineer's Estimate		Award Construction, Inc_		T LaRiviere Equipment & Excavation 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 Improvements					Sales tax shall be included in unit prices				
156	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	60.00	1,200.00	34.09	681.80	0.00	0.00
157	IMPORTED BACKFILL	30 CY	50.00	1,500.00	80.00	2,400.00	27.48	824.40	0.00	0.00
158	TRENCH SAFETY SYSTEM	1 LS	* * * * * *	1,500.00	* * * * * *	7,000.00	* * * * * *	572.51	* * * * * *	0.00
159	Vacant	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
160	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	540 LF	50.00	27,000.00	85.50	46,170.00	43.68	23,587.20	0.00	0.00
161	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	5 EA	500.00	2,500.00	600.00	3,000.00	1,017.38	5,086.90	0.00	0.00
162	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	8 EA	300.00	2,400.00	590.00	4,720.00	640.09	5,120.72	0.00	0.00
163	PLUGGING EXISTING PIPE	5 EA	350.00	1,750.00	450.00	2,250.00	320.05	1,600.25	0.00	0.00
164	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	* * * * * *	1,200.00	* * * * * *	2,500.00	* * * * * *	2,862.53	* * * * * *	0.00
165	CLEANING EXISTING SANITARY SEWER	3 EA	285.00	855.00	900.00	2,700.00	286.25	858.75	0.00	0.00
166	ESC LEAD	1 LS	* * * * * *	2,000.00	* * * * * *	2,500.00	* * * * * *	1,717.52	* * * * * *	0.00
167	INLET PROTECTION	42 EA	100.00	4,200.00	80.00	3,360.00	97.32	4,087.44	0.00	0.00
168	STREET CLEANING	40 HR	350.00	14,000.00	120.00	4,800.00	166.02	6,640.80	0.00	0.00
169	TOPSOIL TYPE A, 2 INCH THICK	100 SY	12.00	1,200.00	10.00	1,000.00	11.45	1,145.00	0.00	0.00
170	SOD INSTALLATION	100 SY	11.00	1,100.00	10.00	1,000.00	17.17	1,717.00	0.00	0.00
171	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	* * * * * *	4,500.00	* * * * * *	10,000.00	* * * * * *	11,450.12	* * * * * *	0.00
172	CEMENT CONCRETE CURB	1790 LF	21.00	37,590.00	31.00	55,490.00	22.90	40,991.00	0.00	0.00
173	CEMENT CONC. CURB AND GUTTER	20 LF	30.00	600.00	62.00	1,240.00	40.08	801.60	0.00	0.00

Project Number: 2014092			Engineer's Estimate		Award Construction, Inc_		T LaRiviere Equipment & Excavation 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 Improvements					Sales tax shall be included in unit prices				
174	CEMENT CONCRETE DRIVEWAY	220 SY	50.00	11,000.00	60.00	13,200.00	68.70	15,114.00	0.00	0.00
175	CEMENT CONCRETE DRIVEWAY TRANSITION	30 SY	50.00	1,500.00	53.00	1,590.00	68.70	2,061.00	0.00	0.00
176	MONUMENT FRAME AND COVER	2 EA	400.00	800.00	350.00	700.00	429.38	858.76	0.00	0.00
177	CEMENT CONC. SIDEWALK	1640 SY	48.00	78,720.00	66.00	108,240.00	49.24	80,753.60	0.00	0.00
178	RAMP DETECTABLE WARNING	368 SF	25.00	9,200.00	22.00	8,096.00	28.62	10,532.16	0.00	0.00
179	TRAFFIC SIGNAL SYSTEM RETROFIT, DIVISION ST. AND MISISON AVE.	1 LS	* * * * * *	30,000.00	* * * * * *	38,000.00	* * * * * *	38,930.40	* * * * * *	0.00
180	TRAFFIC SIGNAL SYSTEM, RUBY ST. AND MISISON AVE.	1 LS	* * * * * *	30,000.00	* * * * * *	39,000.00	* * * * * *	36,067.88	* * * * * *	0.00
181	TRAFFIC SIGNAL SYSTEM, HAMILTON ST.	1 LS	* * * * * *	30,000.00	* * * * * *	44,000.00	* * * * * *	44,655.46	* * * * * *	0.00
182	CONDUIT CROSSING, MISSION AVE. AND CINCINNATI ST.	1 LS	* * * * * *	20,000.00	* * * * * *	7,000.00	* * * * * *	7,442.58	* * * * * *	0.00
183	SIGNING, PERMANENT	1 LS	* * * * * *	23,000.00	* * * * * *	14,000.00	* * * * * *	13,382.90	* * * * * *	0.00
184	PAVEMENT MARKING - DURABLE HEAT APPLIED	1156 SF	10.00	11,560.00	10.00	11,560.00	10.31	11,918.36	0.00	0.00
185	PAVEMENT MARKING - DURABLE INLAY TAPE	447 SF	9.00	4,023.00	11.00	4,917.00	11.45	5,118.15	0.00	0.00
186	TRAFFIC ISLAND CONCRETE	100 SY	48.00	4,800.00	120.00	12,000.00	68.70	6,870.00	0.00	0.00
187	CONNECT 21 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	2 EA	1,500.00	3,000.00	1,300.00	2,600.00	640.09	1,280.18	0.00	0.00
188	MANHOLE TYPE I-48, BASIC PRICE	1 EA	3,900.00	3,900.00	4,500.00	4,500.00	3,150.16	3,150.16	0.00	0.00
189	STORM SEWER PIPE 21 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	16 LF	90.00	1,440.00	220.00	3,520.00	42.45	679.20	0.00	0.00
	Schedule Totals			1,339,242.50		1,204,980.00		1,229,033.21		0.00

Project Number ***2014092*** ***Mission Ave Grind and Overlay from Division to Hamilton***

SCHEDULE SUMMARY

	Sched 1	*Sched 2*	*Sched 3*	*Sched 4*	*Sched 5*	*Sched 6*	*Sched 7*	*Sched 8*	*Total*
Engineer's Est	1,339,242.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,339,242.50
Shamrock Paving Inc	1,114,114.14	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,114,114.14
Inland Asphalt Compan	1,143,043.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,143,043.00
DW Excavating, Inc.	1,204,777.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,204,777.77
Award Construction, In	1,204,980.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,204,980.00
T LaRiviere Equipment	1,229,033.21	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,229,033.21

Low Bid Contractor: Shamrock Paving Inc

	Contractor's Bid	*Engineer's Estimate*	*% Variance*	
Schedule *01*	$1,114,114.14	$1,339,242.50	16.81	% Under Estimate
Bid Totals	$1,114,114.14	$1,339,242.50	16.81	% Under Estimate

Agenda Sheet for City Council Meeting of: 11/06/2017		**Date Rec'd**	10/25/2017
		Clerk's File #	OPR 2017-0770
		Renews #	
Submitting Dept	WASTEWATER MANAGEMENT	**Cross Ref #**	
Contact Name/Phone	MIKE CANNON 625-4642	**Project #**	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	**Bid #**	RFP 4372-17
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	4320 - HRGC/HRMS ANALYSIS OF ENVIRONMENTAL SAMPLES - ALS		

Agenda Wording

Award 3-year contract to ALS Canada LTD, (Ontario, Canada) for specialized testing of wastewater and stormwater sampling for the Wastewater Management Dept., Riverside Park Water Reclamation Facility. Cost is $167,790.00 per year, not including tax.

Summary (Background)

As part of the current NPDES discharge permit, The Riverside Park Water Reclamation Facility (RPWRF) is required by the Department of Ecology to monitor wastewater for three toxic pollutants, PCBs (polychlorinated biphenyls), PBDEs (polybrominated diphenyl ethers), and 2,3,7,8-TCDD (2,3,7,8-tetrachlorodibenzo-p-dioxin). PCB testing is also a component of the City's stormwater permit. Four proposals were received for this testing under RFP #4372-17. The four firms were:

Fiscal Impact	Grant related? NO Public Works? YES	**Budget Account**
Expense	**$** $167,790.00 2018	**#** 4320-43260-35148-54950
Expense	**$** $167,790.00 2019	**#** 4320-43260-35148-54950
Expense	**$** $167,790.00 2020	**#** 4320-43260-35148-54950
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	CONKLIN, CHUCK	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 10/23/17
Finance	CLINE, ANGELA	**Distribution List**	
Legal	SCHOEDEL, ELIZABETH	mhughes@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	Tax & Licenses	
Additional Approvals		hbarnhart@spokanecity.org	
Purchasing	WAHL, CONNIE	Jeckhart@spokanecity.org	
		jdonovan@spokanecity.org	
		cwahl@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Test America, Pacific Rim Laboratories, SGS AXYS, and ALS Environmental. ALS Environmental submitted the lowest cost proposal with a 3 year contract amount of $167,790 ($55,930 per year). ALS Environmental is one of the largest environmental testing laboratories in the World with numerous offices in North America. Testing completed under this contract would all take place at their Burlington, Ontario, Canada facility. The ALS Burlington Lab specializes in the analyses being requested and has the experience, expertise and resources necessary to meet the needs of the City for this contract.

Fiscal Impact		**Budget Account**
Select	**$**	**#**
Select	**$**	**#**

Distribution List

BRIEFING PAPER
City of Spokane
Public Infrastructure, Environment and Sustainability Committee
Riverside Park Water Reclamation Facility
10/23/2017

Subject
Contract award to ALS Environmental for specialized testing of wastewater and stormwater. Fulfills Department of Ecology issued discharge permit requirements.

Background
As part of the current NPDES discharge permit, The Riverside Park Water Reclamation Facility (RPWRF) is required by the Department of Ecology to monitor wastewater for three toxic pollutants, PCBs (polychlorinated biphenyls), PBDEs (polybrominated diphenyl ethers), and 2,3,7,8-TCDD (2,3,7,8-tetrachlorodibenzo-p-dioxin). PCB testing is also a component of the City's stormwater permit.

Four proposals were received for this testing under RFP #4372-17. The four firms were: Test America, Pacific Rim Laboratories, SGS AXYS, and ALS Environmental. ALS Environmental submitted the lowest cost proposal with a 3 year contract amount of **$167,790** ($55,930 per year).

ALS Environmental is one of the largest environmental testing laboratories in the World with numerous offices in North America. Testing completed under this contract would all take place at their Burlington, Ontario, Canada facility. The ALS Burlington Lab specializes in the analyses being requested and has the experience, expertise and resources necessary to meet the needs of the City for this contract.

Impact
With the ability to test for these toxic chemicals of concern, RPWRF will be able to assist Ecology and other groups identify potential sources of contamination to the Spokane River. By approving this contract, the City will be able to comply with its NPDES permit requirements and other obligations.

Action
Recommend Approval.

Funding
This contract will be funded from the RPWRF Laboratory budget.

City Clerk's No. _____

City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **HRGC/HRMS ANALYSIS OF ENVIRONMENTAL SAMPLES**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ALS CANADA LTD.**, whose address is 1435 Norjohn Court, Burlington, Ontario, Canada L7L 0E6 as ("Firm"). Individually hereafter referenced as a "party", and together as the "parties".

Whereas, the Firm was selected from a Request for Proposal #4372-17.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on October 1, 2017, and ends on September 30, 2020, unless amended by written agreement or terminated earlier under the provisions. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for two (2) additional one-year contract periods with the total contract period not to exceed five (5) years.

2. TIME OF BEGINNING AND COMPLETION.
The Firm 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 Firm is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Firm'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 Firm Agreement controls.

The Company shall provide the following services for the City:

> The City will collect wastewater samples to be tested using three High Resolution GC/MS methods: PCB Congeners by EPA Method 1668C, PBDE Congeners by EPA Method 1614, and 2,3,7,8-TCDD by EPA Method 1613. This Scope of services does not include the collection of any samples.

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

4. COMPENSATION / PAYMENT.

Total compensation for Firm's services under this Agreement shall be a maximum amount not to exceed **ONE HUNDRED SIXTY SEVEN THOUSAND SEVEN HUNDRED NINETY AND NO/100 DOLLARS ($167,790.000)**, not including tax, 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 Riverside Park Water Reclamation Facility, Administrative Department, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205. **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. Firm 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 Firm'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 Firm shall be responsible for contacting the State of Washington Business License Services at http://bls.dor.wa.gov or 1-800-451-7985 to obtain a business registration. If the 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 Firm's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

A. City will reimburse the Firm 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 subconsultant.

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 Firm 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 for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2016 is 54 cents per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.
J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and may not include a markup. 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 Firm 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 Firm 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 Firm's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a Firm 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 Firm'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 Firm, its agents or employees. The Firm specifically assumes potential liability for actions brought by the Firm's own employees against the City and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Firm 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 Firm 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 Firm's services to be provided under this Agreement;

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm 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 Firm'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 Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. DEBARMENT AND SUSPENSION.
The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

12. AUDIT.
The Firm and its sub-Firms shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Firm and its sub-Firms 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.

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

14. KEY PERSONS.
The Firm shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Firm 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 Firm's employment, the Firm 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 Firm from its obligations under this Agreement.

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

16. 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 Firm for all work previously authorized and performed prior to the termination date.

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

18. 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 Firm shall be safeguarded by the Firm. The Firm shall make such data, documents and files available to the City upon the City's request. If the City's use of the Firm's records or data is not related to this project, it shall be without liability or legal exposure to the Firm.
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).

19. 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.

20. 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 Firm, 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 Firm 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 Firm after the time the same shall have become due nor payment to the Firm 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 Firm. 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.

ALS CANADA LTD.

By R Mygal Oct 11, 2017
Signature Date

Ron McLeod
Type or Print Name

Technical Director
Title

602998939
Firm's UBI #

CITY OF SPOKANE

By _____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – ALS' Proposal
Exhibit – Certificate of Debarment

17-126

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

ALS Canada Ltd Name of Subrecipient / Contractor / Consultant (Type or Print)	HPLC/HRMS Analysis of Environmental Samples Program Title (Type or Print)
Ron Nickerson Name of Certifying Official (Type or Print)	Signature
Technical Director Title of Certifying Official (Type or Print)	October 11th 2017 Date (Type or Print)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 10/11/2017

PRODUCER Serial # 116039

WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY
1500 - 1095 WEST PENDER STREET
VANCOUVER, BC V6E 2M6
TEL: 604-683-6831

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

ALS LIMITED
2103 DOLLARTON HIGHWAY,
NORTH VANCOUVER, BC V6C 2K1

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: XL SPECIALTY INSURANCE COMPANY	
INSURER B: ROYAL & SUN ALLIANCE INSURANCE COMPANY	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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 POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		**GENERAL LIABILITY**	CA00001985LI17A	09/30/17	09/30/18	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		X POLICY PRO-JECT LOC				NON-OWNED AUTO	1,000,000
B		**AUTOMOBILE LIABILITY**	CAP046974428	09/30/17	09/30/18	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ANY AUTO				BODILY INJURY (Per person)	$
		X ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				EL EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				EL DISEASE - EA EMPLOYEE	$
						EL DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: PROPOSAL #4372-17 - HRGC/HRMS ANALYSIS OF ENVIRONMENTAL SAMPLES

CITY OF SPOKANE ITS OFFICERS AND EMPLOYEES ARE ADDED AS ADDITIONAL INSUREDS, BUT ONLY WITH RESPECT TO LIABILITY ARISING VICARIOUSLY OUT OF THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CITY OF SPOKANE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE WILLIS CANADA INC., A WILLIS TOWERS WATSON COMPANY

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UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, KIM WYMAN, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF AUTHORITY

to

ALS GROUP USA, CORP.

a/an TX Profit Corporation. Charter documents are effective on the date indicated below.

Date: 7/30/2015

UBI Number: 602-998-939

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Kim Wyman, Secretary of State

Date Issued: 8/12/2015

Barnhart, Heather

From: Ron McLeod <Ron.McLeod@ALSGlobal.com>
Sent: Wednesday, October 04, 2017 1:53 PM
To: Donovan, Jeffery
Cc: Barnhart, Heather; Robert Hamel
Subject: RE: Notification of Intent to Award - RFP #4372-17 HRGC/HRMS Analysis of Environmental Samples

Follow Up Flag: Follow up
Flag Status: Flagged

Yes, thanks, we definitely wish to move forward. Just let us know what process we need to follow.

Regards,

Ron McLeod Ph.D.
Director, Air Toxics and Special Chemistries, Life Sciences
Burlington Laboratory

PLEASE NOTE: Our office will be closed Monday, October 9th 2017, for the Canadian Thanksgiving holiday.

T +1 905 331 3111 **D** +1 905 340 0824
F +1 905 331 4567 **M** +1 905 516 2687
ron.mcleod@alsglobal.com
1435 Norjohn Court #1
Burlington, ON Canada, L7L 0E6

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Right Solutions • Right Partner
www.alsglobal.com

From: Donovan, Jeffery [mailto:jdonovan@spokanecity.org]
Sent: October-04-17 4:33 PM
To: Ron McLeod <Ron.McLeod@ALSGlobal.com>
Cc: Barnhart, Heather <hbarnhart@spokanecity.org>
Subject: RE: Notification of Intent to Award - RFP #4372-17 HRGC/HRMS Analysis of Environmental Samples

Hi Ron,

I just wanted to touch base with you on the ALS award recommendation and confirm you are still wanting to move forward with setting up a contract for this testing. Just to give you a heads up, Heather Barnhart (copied here) works for our department on the contracting side of things and will likely be the main person working with you getting this contract going.

As far as timeline goes, it usually takes a few weeks to get the contract processed. It might also take a bit longer than normal because our City Council briefing/approval process for items such as this was changed around this last month. Ultimately, we won't need to start the testing until November so I think we should be okay.

I will talk to you later about more specifics of the project. Feel free to call or email if you have any questions.

Thanks,

Jeff

Jeff Donovan
Environmental Analyst
City of Spokane
Riverside Park Water Reclamation Facility Laboratory
(509) 625-4638
jdonovan@spokanecity.org

From: Wahl, Connie
Sent: Wednesday, October 04, 2017 9:39 AM
To: 'ron.mcleod@alsglobal.com'; 'dave@pacificrimlabs.com'; 'kanderson@axys.com'; 'brenda.petersen@sgs.com'; 'David.Alltucker@testamericainc.com'; 'fred.haley@testamericainc.com'
Cc: Donovan, Jeffery
Subject: Notification of Intent to Award - RFP #4372-17 HRGC/HRMS Analysis of Environmental Samples

Good morning,
You are receiving this email because you responded to the City of Spokane's Request for Proposals #4372-17 for HRGC/HRMS Analysis of Environmental Samples. Please note the attached document: "Notification of Intent to Award". Thank you for your time and effort in responding to this Request for Proposals.

Respectfully,

Connie Wahl, C.P.M., CPPB

Connie Wahl | City of Spokane Purchasing | Senior Buyer
509.625.6411| cwahl@spokanecity.org

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DISTRIBUTION LIST RFP#3877-12 HRGC/HRMS ANALYSIS OF WASTEWATER SAMPLES

Washington State Department of Ecology - Environmental Laboratory Accreditation Program

LabName	MailingAddress	City	StateProvince	ZipCode	ContactFirstName
TestAmerica Spokane	11922 E 1st	Spokane Valley	WA	99206-5302	Randee
TestAmerica West Sacramento	880 Riverside Parkway	West Sacramento	CA	95605	Douglas
Vista Analytical Laboratory, Inc	1104 Windfield Way	El Dorado Hills	CA	95762	Rose

ntactLastNa	ContactPhone	EMailAddress	EMailAddress2	EMailAddress3
Arrington	(509) 924-9200	randee.arrington@testamericainc.com		
Weir	(916) 374-4389	Douglas.Weir@TestAmericaInc.com		
Harrelson	(916) 673-1520	rharrelson@vista-analytical.com	mmaier@vista-analytica	mmaier@vista-analy

Riverside Park
Water Reclamation Facility
4401 N. Aubrey L. White Parkway
Spokane, Washington 99205-3939
509.625.4600
Fax 509.625.4605

October 2, 2017

Connie Wahl
City of Spokane
Purchasing
808 W. Spokane Falls Blvd.
Spokane, WA 99201

RE: Recommendation for Award of Contract for RFP #4372-17
HRGC/HRMS Analysis of Environmental Samples

Dear Ms. Wahl:

A review committee consisting of myself (Jeff Donovan), Dano Cummings, and Jon Eckhart convened to review and recommend proposals submitted in response to RFP #4372-17. Of the four proposals submitted, ALS Environmental has been selected as the most favorable to meet the needs of the City for this contract. The selection method used for determining the recommendation was by the consensus of the majority on the review committee. Through using the scoring criteria outlined in the RFP, each of the three evaluators ranked ALS the highest overall. The major factor which influenced the unanimous selection of ALS was the cost proposal. ALS was the lowest bidder with a total cost for the 3 year term of this contract amounting to $167,790. ALS Environmental is one of the largest environmental testing laboratories in the World with numerous offices in North America. Testing completed under this contract would all take place at their Burlington, Ontario, Canada facility. The ALS Burlington Lab specializes in the analyses being requested and has the experience, expertise and resources necessary to meet the needs of the City for this contract.

If there is any additional information needed about how the selection process was conducted, please don't hesitate to contact me.

Sincerely,

Jeff Donovan
RFP #4372-17 Coordinator
Environmental Analyst, RPWRF Laboratory

cc: Chuck Conklin, Facilities Director, WTEF and RPWRF
Mike Coster, Plant Manager, RPWRF
Mike Cannon, Assistant Plant Manager, RPWRF
Jon Eckhart, Laboratory Supervisor, RPWRF Laboratory
Dano Cummings, Chemist, RPWRF Laboratory
Heather Barnhart, Warehouse Foreperson, RPWRF

CITY OF SPOKANE

Printed on recycled paper

Agenda Sheet for City Council Meeting of: 11/06/2017		Date Rec'd	10/25/2017
		Clerk's File #	OPR 2017-0771
		Renews #	
Submitting Dept	INTEGRATED CAPITAL	**Cross Ref #**	
Contact Name/Phone	MARCIA DAVIS 625-6398	**Project #**	2017138
Contact E-Mail	MDAVIS@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	CR 18613
Agenda Item Name	4250-GSI WATER SOLUTIONS, INC. - WELL EVALUATION STUDY		

Agenda Wording

Contract with GSI Water Solutions, Inc. for Well Station Evaluation

Summary (Background)

Three drinking water well sites are not operating at the maximum efficiency and study of these wells was added to the Six Year Water Program starting in 2013. A Request for Qualifications (RFQ) was advertised to select a qualified engineering consultant experienced in hydrogeology, groundwater modeling, municipal well construction and well rehabilitation for this evaluation. RFQ submittals were accepted on August 7, 2017 for Evaluation of Hoffman, Ray Street and Well Electric Well Stations.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Expense	**$** 824,000.00	**#** 4250-42300-94000-56501-15734
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	MILLER, KATHERINE E	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 10/23/17
Finance	CLINE, ANGELA	**Distribution List**	
Legal	ODLE, MARI	Engineering Admin	
For the Mayor	DUNIVANT, TIMOTHY	mdavis@spokanecity.org	
Additional Approvals		publicworksaccounting@spokanecity.org	
Purchasing		mdoval@spokanecity.org	
		kkeck@spokanecity.org	
		mhughes@spokanecity.org	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

The selection committee reviewed the four submittals received and to determine the most qualified firm. GSI Water Solutions, Inc. was selected as the most qualified. Evaluation of Well Sites will determine the most cost effective way to maximize the efficiency, redundancy, and resilience of each well site as well as minimize impacts to the Spokane Valley Rathdrum Aquifer and Spokane River.

Summary (Background)

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

BRIEFING PAPER
City of Spokane
Public Infrastructure, Environment and Sustainability Committee
Integrated Capital Management
October 23, 2017

Subject
Contract with GSI Water Solutions, Inc. for Well Station Evaluation.

Background
Three drinking water well sites are not operating at the maximum efficiency and study of these wells was added to the Six Year Water Program starting in 2013. A Request for Qualifications (RFQ) was advertised to select a qualified engineering consultant experienced in hydrogeology, groundwater modeling, municipal well construction and well rehabilitation for this evaluation.

RFQ submittals were accepted on August 7, 2017 for Evaluation of Hoffman, Ray Street and Well Electric Well Stations. The selection committee reviewed the four submittals received and to determine the most qualified firm. GSI Water Solutions, Inc. was selected as the most qualified. Contract negotiations have resulted in a scope and fee to complete the work.

Impact
Evaluation of Well Sites will determine the most cost effective way to maximize the efficiency, redundancy, and resilience of each well site as well as minimize impacts to the Spokane Valley Rathdrum Aquifer and Spokane River.

Action
Recommend Approval of contract with GSI Water Solutions, Inc. for the amount not to exceed $824,000.

Funding
Funding for this project will be from Water Utility Rates.

City Clerk's OPR_____

City of Spokane

CONSULTANT AGREEMENT

Title: WELL STATION EVALUATION

This Agreement is made and entered into by and between the City of Spokane ("City"), a Washington municipal corporation, and **GSI WATER SOLUTIONS, INC.**, whose address is 55 SW Yamhill Street, Suite 300, Portland, Oregon 97204, ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to hire a Consultant to provide professional hydrogeologic and engineering services to the City of Spokane (City) for evaluating capital improvement and potential expansion options for three existing well stations: Hoffman, Ray Street, and Well Electric, and

WHEREAS, this Consultant was selected from the City's RFQ #4360-17.

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

1. TERM OF AGREEMENT.
The term of this Agreement begins on November 13, 2017 and ends on December 31, 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") upon receipt of written notice to proceed from the City. 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 Scope of Work for this Agreement and the time schedule for completion of such Work are described in Exhibit A, which is attached to and made a part of this Agreement.

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.
Total compensation under this Agreement shall be a maximum amount not to exceed **EIGHT HUNDRED TWENTY FOUR THOUSAND AND NO/100 DOLLARS** (**$824,000.00**), unless modified by a written amendment to this Agreement.

5. REIMBURSABLES

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

A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
D. **Airfare**: Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts <u>are not</u> required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
G. **Vehicle mileage**: Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred (currently that rate for 2017 is $.535 per mile.) Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of $10.00 or more.
J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual labor cost incurred and may include a four percent (4.00%) markup. This mark-up is not applicable to reimbursable expenses. Copies of all Subconsultant invoices that are rebilled to the City are required.

6. PAYMENT PROCEDURES.

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

Invoices shall be submitted to:
CITY OF SPOKANE INTEGRATED CAPITOL MANAGEMENT 808 West Spokane Falls Blvd. Spokane, WA 99201
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):

• Invoice Date and Invoice Number
• INTEGRATED CAPITOL MANAGEMENT
• Contract No. OPR #_____
• Contract Title: **Well Evaluation – Hoffman, Ray and Well Electric**
• Period covered by the invoice
• Project task # and title
• Employee's name and classification
• Employee's all-inclusive hourly rate and # of hours worked
• Total labor costs per task
• Itemization of direct, non-salary costs (per task, if so allocated)
• The following Sub-Consultant payment information will be provided (attach Sub- Consultant invoices as backup):
  ○ Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  ○ Cumulative To-Date amount paid to all Sub-Consultants (list separate totals for each Sub-Consultant).
• Cumulative costs per task and for the total project

7. TAXES, FEES AND LICENSES.

A. Consultant shall pay and maintain in current status, all necessary licenses, fees, assessments, etc. It the Consultant's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. Where required by state statute, ordinance or regulation, Consultant shall pay and maintain in current status all taxes necessary for performance. Consultant shall not charge the City for federal excise taxes. The City will furnish Consultant an exemption certificate where appropriate.

C. As authorized by SMC, the Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.
Deliver all official notices under this Agreement to:

If to the City:	If to the Consultant:
CITY OF SPOKANE INTEGRATED CAPITOL MANAGEMENT 808 West Spokane Falls Blvd. Spokane, WA 99201	GSI Water Solutions, Inc. 55 SW Yamhill Street, Suite 300 Portland, OR 97204,

10. SOCIAL EQUITY REQUIREMENTS.

A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, age, sex, marital status, sexual orientation, gender identity, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Consultant shall affirmatively try to ensure applicants are employed, and employees are treated during employment, without regard to race, color, age, sex, marital status, sexual orientation, gender identify, political ideology, creed, religion, ancestry, national origin, or any sensory, mental or physical handicap. Such efforts include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other compensation, and training. The Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant.

B. Consultant shall seek inclusion of woman and minority business for subcontracting whenever feasible. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

11. INDEMNIFICATION.

The Consultant shall indemnify and hold the City and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to reasonable attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage to the extent arising 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 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 City shall indemnify and hold the Consultant and their officers and employees harmless from all claims, demands, or suits at law or equity, including but not limited to reasonable attorney's fees and litigation costs asserted by third parties for bodily injury (including death) and/or property damage to the extent arising from the City's negligence or willful misconduct under this Agreement; provided that nothing herein shall require a City to indemnify the Consultant against and hold harmless the Consultant from claims, demands or suits based solely upon the conduct of the Consultant, 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 City's agents or employees

and (b) the Consultant, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the Consultant of defending such claims and suits, etc.; shall be valid and enforceable only to the extent of the negligence of the City, its agents or employees. The City specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The City 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.

12. INSURANCE.
During the term of the Agreement, the Firm shall maintain in force at its own expense, the following insurance coverages:

A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than $1,000,000 each occurrence, and $2,000,000 in the aggregate, 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 Firm's services to be provided under this Agreement; and

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

D. Professional Liability (E&O) 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. If coverage is to be provided on a claims-made basis, the Firm shall warrant that any policy retroactive date precedes the effective date of the 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 forty five (45) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverages required by the Agreement, the Firm 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 and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and shall have a rating of A- or higher by A.M. Best. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance. Any self-insured retentions must be declared to, and approved by the City. If not approved, the City may require that the insurer reduce or eliminate the self-insured retentions with respect to the City, its officers, agents, employees and volunteers. Any modification or variation from these insurance requirements shall be made by the Office of the City Attorney and/or the City's Risk Manager in the City’s sole discretion.

13. AUDIT.
Upon request, the Consultant shall permit the City and any other governmental agency (“Agency”) involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Consultant, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available at any and all times deemed necessary by the Agency, including up to six years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations that the Agency selects. The Consultant shall supply or permit the

Agency to copy such books and records. The Consultant shall ensure that inspection, audit and copying rights of the Agency is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT CONSULTANT.

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.

C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and does not as a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within 90 days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Consultant shall not transfer or reassign any key individual designated as to completing the work on this Project, without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Consultant's employment, the Consultant shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Consultant from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

18. CITY ETHICS CODE (SMC 1.04).

A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.

B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
C. Consultant shall provide written notice to the City of any Consultant worker who shall or is expected to perform over 1,000 hours of contract work for the City within a rolling 12-month period. Such hours include those performed for the Consultant and other hours that the worker performed for the City under any other contract. Such workers are subject to the City Ethics Code, SMC 1.04. The Consultant shall advise their Consultant Workers.
D. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than $25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

19. NO CONFLICT OF INTEREST.

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

20. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant shall perform their duty to the standard of care normally practiced by professionals in similar location at a similar time. Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

21. INTELLECTUAL PROPERTY RIGHTS.

A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does

the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project.

22. CONFIDENTIALITY.

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

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

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

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

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

City's Response to a Public Records Act Requests: The City will provide you "third party notice", giving ten (10) business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

23. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to

terminate the contract. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed.

24. TERMINATION.

A. For Cause: The City may terminate the Agreement if the Consultant is in material breach of this Agreement, and such breach has not been corrected to the City's reasonable satisfaction in ten (10) business days.
B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control.
C. For City's Convenience: The City or Consultant may terminate this Agreement without cause and including for convenience, upon written notice to the other party.
D. Notice: Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than five (5) business days prior to the effective date of termination.
E. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to termination, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
F. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

25. EXPANSION FOR NEW WORK.

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

26. MISCELLANEOUS PROVISIONS.

A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.

B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.

C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

D. The Consultant, at no expense to the City, shall comply with all applicable laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.

E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.

F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.

G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.

H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

J. 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. The solicitation (Request for Proposal or Solicitation for Qualifications), Addenda, and the Consultants Proposal, are each explicitly included as Attachments material to the Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, the Consultant's Proposal, then the City Solicitation documents. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.

K. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and

conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.

L. 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.

GSI WATER SOLUTIONS, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments:
Exhibit A – Consultant's Scope of Work
Exhibit B – Certificate of Debarment

17-134

ATTACHMENT B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

   Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

   1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

   2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.

5. I understand that a false statement of this certification may be grounds for termination of the contract.

_____ Name of Subrecipient / Contractor / Consultant (Type or Print)	_____ Program Title (Type or Print)
_____ Name of Certifying Official (Type or Print) _____ Title of Certifying Official (Type or Print)	_____ Signature _____ Date (Type or Print)

Agenda Sheet for City Council Meeting of: 11/06/2017		Date Rec'd	10/25/2017
		Clerk's File #	CPR 2006-0042
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	BRANDY COTE 6256774	**Project #**	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions Appointments	**Requisition #**	
Agenda Item Name	0520 THREE APPOINTMENTS TO THE ETHICS COMMISSION		

Agenda Wording

Appointment of Kenneth Hall to the Ethics Commission, to begin immediately & for a term of 01/01/2018 - 12/31/2020. Appointment of Clayton McFarland and Michelle Bleek to fill vacated terms on the Ethics Commission immediately & through 12/31/2019.

Summary (Background)

Appointment of Kenneth Hall to the Ethics Commission, to begin immediately & for a term of 01/01/2018 - 12/31/2020. Appointment of Clayton McFarland and Michelle Bleek to fill vacated terms on the Ethics Commission immediately & through 12/31/2019.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	mpiccolo@spokanecity.org	
Additional Approvals		rriedinger@spokanecity.org	
Purchasing			

Agenda Sheet for City Council Meeting of: 11/06/2017		Date Rec'd	10/25/2017
		Clerk's File #	CPR 2017-0033
		Renews #	
Submitting Dept	MAYOR	**Cross Ref #**	
Contact Name/Phone	BRANDY COTE 6256774	**Project #**	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Boards and Commissions	**Requisition #**	
Agenda Item Name	0520 APPOINTMENT TO HSSA BOARD		

Agenda Wording

Appointment of Dr. Darryl Potyk to the Health Sciences & Services Authority Board to fill a vacated seat and complete the term from 11/06/2017 - 07/01/2019.

Summary (Background)

Appointment of Dr. Darryl Potyk to the Health Sciences & Services Authority Board to fill a vacated seat and complete the term from 11/06/2017 - 07/01/2019.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	COTE, BRANDY	**Study Session**	
Division Director		**Other**	
Finance		**Distribution List**	
Legal		bcote@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	susan@hssaspokane.org	
Additional Approvals			
Purchasing			

Agenda Sheet for City Council Meeting of: 11/06/2017		**Date Rec'd**	10/25/2017
		Clerk's File #	RES 2017-0093
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Cross Ref #**	OPR 2017-0772
Contact Name/Phone	STEVE BURNS 742-8154	**Project #**	
Contact E-Mail	SBURNS@SPOKANECITY.ORG	**Bid #**	SOLE SOURCE
Agenda Item Type	Resolutions	**Requisition #**	18719/720/735
Agenda Item Name	4100 - SOLE SOURCE RESOLUTION - PURCHASE OF MOTOR CONTROL CENTERS		

Agenda Wording

Purchase of Allen-Bradley/Rockwell Automation Motor Control Centers (MCCs) from Columbia Electric Supply (Spokane, WA) by five (5) year sole source agreement. Purchases for 2017 will total $286,526.45.

Summary (Background)

With assistance from City Legal, the Water department has standardized on Allen Bradley/Rockwell Automation controls for the City of Spokane Water System and associated Pumping Stations. This equipment incorporates comprehensive information and monitoring for the Supervisory Control and Data Acquisition (SCADA) system used to ensure compliance with the Department of Health. 2017 Purchases: Central Ave. Pump Stn - $99,105.92, Thorpe Rd. Booster Stn - $95,247.35, Ray St. Pump Stn - $92,173.18

Fiscal Impact	Grant related? YES Public Works? NO	**Budget Account**
Expense	**$** 187,420.53	**#** 4250-42300-94000-56501-04100
Expense	**$** 99,105.92	**#** 4250-98818-94000-56501-15729
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	KEGLEY, DANIEL	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PIES 10/23/2017
Finance	CLINE, ANGELA	**Distribution List**	
Legal	SCHOEDEL, ELIZABETH	tprince@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	sjohnson@spokanecity.org	
Additional Approvals		sburns@spokanecity.org	
Purchasing	PRINCE, THEA		

BRIEFING PAPER
City of Spokane
Public Infrastructure, Environment, & Sustainability Committee
Water & Hydroelectric Services Department
October 23, 2017

Subject
Purchase of Allen-Bradley/Rockwell Automation Motor Control Centers (MCCs) from Columbia Electric Supply (Spokane, WA) by sole source agreement. Purchases for 2017 will total $286,526.45.

Background
With assistance from City Legal, the Water department has standardized on Allen Bradley/Rockwell Automation controls for the City of Spokane Water System and associated Water Pumping Stations (previously resolved on RES 2016-0058). This equipment incorporates comprehensive information and monitoring for the Supervisory Control and Data Acquisition (SCADA) system used to ensure compliance with the Department of Health. A five (5) year sole source agreement is requested to expedite future purchases of this equipment due to the lead time involved.

2017 Purchases:

Central Avenue Well Pump Station MCC – $99,105.92
Thorpe Road Booster Station MCC – $95,247.35
Ray Street Well Pump Station MCC – $92,173.18

Impact
This agreement will expedite future purchases of this equipment in line with City standards and authorize the immediate purchase of three (3) MCC systems to support current Water Department projects.

Action
Recommend approval. This vital equipment is custom designed and, therefore, has substantial lead time.

Funding
Funding for the Thorpe Road and Ray Street MCCs has been allocated from the ICM Six Year Capital Plan budget. Funding for the Central Avenue MCC has been allocated from Drinking Water State Revolving Fund (DWSRF) grant money.

City Clerks No. 2017-0772

SOLE SOURCE RESOLUTION NO. 2017-0093

A Resolution declaring Allen Bradley/Rockwell Automation Motor Control Centers (MCC) and associated software as sole source and thus authorizing its purchase from Columbia Electric Supply of Spokane Washington, as the only authorized dealer for this region.

WHEREAS, the Water Department has previously established and used a standardized set of controls from Allen Bradley/Rockwell Automation for the City of Spokane Water System and associated Water Pumping Stations; and

WHEREAS, this equipment incorporates a comprehensive information and monitoring system for the City of Spokane Water System Supervisory Control and Data Acquisition (SCADA) system that is used to ensure compliance with requirements established by the Department of Health, which is the basis of the City's Water Purveyor permit; and

WHEREAS, the Department has investigated other manufacturers brand electrical, PLC, and variable speed drive systems over a five (5) year period and Allen Bradley/Rockwell Automation is the sole provider of these patented systems that are compatible with existing equipment, inventory, and process communication systems; and

WHEREAS, the Department can maximize operation and maintenance benefit-to-cost ratios by dedicating resources to one unique platform, eliminating the need to acquire parallel resources proprietary to other unique platforms; and

WHEREAS, routine maintenance, firmware, and software revision improvements have been made to the existing system components to keep them current with equipment life cycle changes; and

WHEREAS, the choice of Allen Bradley/Rockwell Automation will provide quality standardized equipment that is compatible with the Department's process and information requirements; and

WHEREAS, the Department can minimize spare equipment inventory and reduce inventory costs by utilizing one manufacturer and local distributor inventory; and

WHEREAS, any problems with the equipment and the software have historically been resolved with exceptional assistance of the vendor's local customer support group and the local distributor's excellent local training opportunities in their training center; and

WHEREAS, the Allen Bradley/Rockwell Automation equipment meets the Department's current and projected future needs for the associated Water Pumping Stations; and

WHEREAS, the Allen Bradley/Rockwell Automation systems are a patented good only available from authorized dealers; and

WHEREAS, the Department has numerous ongoing and future pump station project contracts, and staff has determined future projects where Allen Bradley/Rockwell Automation equipment may be required; and

WHEREAS, the cost of the products and related services exceeds the 2017 public bid limit;

--Now, Therefore,

BE IT RESOLVED by the city council for the City of Spokane that it hereby declares the Allen Bradley/Rockwell Automation equipment consisting of Motor Control Centers (MCC) and associated software sole source and authorizes its purchase from local Columbia Electric Supply/Rockwell Automation or authorized Allen Bradley/Rockwell Automation Company at an estimated cost of $290,000.00 more or less per year (Each MCC is over $90,000.00 so exact figures will be determined by number of projects per year). This resolution shall be reviewed and updated in five (5) years or sooner if different brand equipment is procured.

ADOPTED BY THE CITY COUNCIL ON _____

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

CITY OF SPOKANE
808 W Spokane Falls Blvd
Spokane, WA 99201

SOLE SOURCE JUSTIFICATION FORM

Description of Product/Service: Allen Bradley/Rockwell Automation Motor Control Center (MCC)

Requisition Number: RE 18719/RE 18720 (2017 Purchases)

Estimated amount of this purchase: $290,000.00 (2017 Purchases) – Each MCC is over $90,000, so it is reasonable to think future orders will be over current Council thresholds

Contract Period: Sole source resolution requested for a five (5) year period – okay per Sally Stopher

Department: 4100 – Water & Hydroelectric Services

Contact Person: Steve Burns **Phone:** 509.742.8154

Date Material/Equipment/Supplies must be delivered by: As project timelines require

Delivery Location: Water Warehouse – 914 E. North Foothills Dr. 99207

Please provide the following information in order to document justification of a sole source purchase.

1. **Explain why the product/service requested is the only product/service that can satisfy your requirements, and explain why alternatives are unacceptable. Be specific with regard to specifications, features, characteristics, requirements, capabilities, and compatibility. Describe what steps have been undertaken to make this determination.**

   With assistance from City Legal, the Water department has standardized on Allen Bradley/Rockwell Automation controls for the City of Spokane Water System and associated Water Pumping Stations. This equipment incorporates a comprehensive information and monitoring system for the Water System Supervisory Control and Data Acquisition (SCADA) system used to ensure compliance with the Department of Health, which is the basis of the City's Water Purveyor permit. The department investigated other manufacturers brand electrical, PLC, and variable speed drive systems over a five (5) year period and Allen Bradley/Rockwell Automation is the sole provider of these patented systems that are compatible with existing equipment, inventory, and process communication systems.

2. **Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so.**

   Columbia Electric Supply (CES) is the only authorized distributor for our region per the attached manufacturer letter.

3. **Will this purchase obligate us to a particular supplier for future purchases (either in terms of maintenance that only this supplier will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one)?**

   Yes, the purpose of this sole source resolution is to support purchases of MCC products and related components over a term of five (5) years. As this standardization has been conducted with assistance from City Legal and resolved in the past (see RES 2016-0058), this sole source

is consistent with department procurement planning and supports an efficient use of Council and department personnel time.

4. **Explain why the price for this product or service is considered to be fair and reasonable.**

   Pricing for these products is project specific, but existing pricing is consistent with previous purchases (see RES 2016-0058).

5. **Describe the negotiation efforts, if any that have been made with the supplier to obtain the best possible price.**

   Pricing for each purchase is assessed based on the project needs. Discounts are/will be obtained where possible.

6. **Explain the consequence(s) to the city or public, including a dollar estimate of the financial impact, if this Sole Source is not approved.**

   As purchase of this product is consistent with an existing standard, refusing this sole source would force department personnel to publically compete each MCC purchase resulting in wasted labor hours for Engineering, Purchasing, and department personnel. Furthermore, it would tax our supplier relations by implying the City is willing to consider "like" product – a transition which could cost the City hundreds of thousands, if not millions, of dollars due to the previous standardization efforts that have already taken place. "Like" product could also result in questionable SCADA data, which could have far-reaching ramifications for department obligations to the Department of Health.

Requested Supplier: Columbia Electric Supply (CES)

Supplier's Address: 203 East Augusta Spokane, WA 99207

Supplier Contact: Brent Steinhart **Phone:** 509.325.4500

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, immediately contact the Purchasing Division or City Attorney's Office as appropriate.

My department's recommendation for sole source is based upon an objective review of the good/service being required and appears to be in the best interest of the City. I know of no conflict of interest on my part or personal involvement in any way with this request. No gratuities, favor, or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist.

Signature of Requestor (must be an authorized Department Buyer)	Date 10/11/17
Signature of Department Head or Designee	Date 10/12/17
Approval by Purchasing (when applicable)	Date 10/13/17
Approval by Grants Management (Required for grant funded purchases)	Date

Rev. 8/2017

Rockwell Automation
Spokane Branch Office
Tel 1.509.994.2994
kdjones@ra.rockwell.com

Rockwell Automation

October 10, 2017

City of Spokane
Spokane WA

Re: Authorized Distributor Documentation

To Whom It May Concern:

Please use this letter as documentation that Columbia Electric Supply in Spokane WA is the sole Authorized Distributor of Rockwell Automation Control Systems and Services for the purchases made by the City of Spokane and its contractors.

CES-Spokane will quote, sell and support our products and services to the City of Spokane per the RA terms and conditions and in accordance with our authorized distributor policy and their Automation Appointment agreement.

If I can help in any way, please give me a call.

Regards,
Rockwell Automation

Kevin Jones
Senior Sales Engineer
Rockwell Automation
(509) 994-2994

Agenda Sheet for City Council Meeting of: 11/06/2017		Date Rec'd	11/9/2016
		Clerk's File #	ORD C35560
		Renews #	
Submitting Dept	FINANCE & ADMIN	**Cross Ref #**	
Contact Name/Phone	CRYSTAL 625-6369	**Project #**	
Contact E-Mail	CMARCHAND@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0410 - CITYWIDE CIP ORDINANCE 2018-2023		

Agenda Wording

An ordinance adopting a six-year Citywide Capital Improvement Program for the years 2018-2023 and amending section 5.5 Capital Facilities Program of the City's Comprehensive Plan.

Summary (Background)

City of Spokane's Spokane Municipal Code chapter 7.17 indicates the City must adopt and annually update a Citywide Six-Year Capital Improvement Program. One Plan Commission workshop was held on September 13, 2017. A Plan Commission Hearing was held on October 11, 2017. The Citywide Capital Improvement Program was found to be consistent with the Comprehensive Plan. The Citywide Six-Year Capital Improvement Program can be viewed on line at www.myspokanebudget.org.

Fiscal Impact	Grant related? Public Works? NO	**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	DUNIVANT, TIMOTHY	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	Finance Committee
Finance	DUNIVANT, TIMOTHY	**Distribution List**	
Legal	DALTON, PAT	kemiller@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	tdunivant@spokanecity.org	
Additional Approvals		Mayor's Cabinet	
Purchasing		jdclark@spokanecity.org	

ORDINANCE NO. C35560

AN ORDINANCE OF THE CITY OF SPOKANE, WASHINGTON, ADOPTING A SIX-YEAR CITYWIDE CAPITAL IMPROVEMENT PROGRAM FOR THE YEARS 2018 THROUGH 2023, AND AMENDING SECTION 5.5 CAPITAL FACILITIES PROGRAM (CFP) OF THE CITY OF SPOKANE COMPREHENSIVE PLAN.

WHEREAS, in accordance with the Growth Management Act ("GMA"), the City of Spokane previously adopted a Comprehensive Plan that includes a Capital Facilities Program that includes an inventory, analysis, and a six-year financing plan for needed capital facilities; and

WHEREAS, the City formed a Capital Facilities Technical Team which has assembled proposed amendments to Section 5.5 Capital Facilities Program (CFP) of the City of Spokane Comprehensive Plan ("Comprehensive Plan"), which amendments consist of an updated six-year plan (years 2018 through 2023) identifying the proposed locations and capacities of expanded or new capital facilities and a plan to finance such capital facilities within projected funding capacities (the "Six-Year Citywide Capital Improvement Program" or "CIP"); and

WHEREAS, the City previously adopted the Six-Year Street Program (RCW 35.77.010) on June 19, 2017 by Council Resolution 2017-0053, and that program is incorporated into the CIP; and

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

WHEREAS, on August 10, 2017, the City's responsible official issued a Determination of Non-Significance for the CIP; and

WHEREAS, the Spokane City Plan Commission conducted a public workshop regarding the CIP on September 13, 2017; and

WHEREAS, after providing appropriate public notices, on October 11, 2017, the Spokane City Plan Commission, conducted a public hearing to take testimony on the CIP, and at the close of the hearing, and after considering public input, the SEPA determination, and required decision criteria, found that the CIP is consistent with the Comprehensive Plan and voted unanimously to recommend that the City Council approve the CIP; and

WHEREAS, on August 3, 2017, the City provided the State of Washington the required sixty (60) day notification under RCW 36.70A.106 of the City's proposed amendment to the CIP. The 60-day notice period has lapsed; and

Now, Therefore,

The City of Spokane does ordain:

Section 1. Amendment. The City of Spokane Comprehensive Plan and its capital facilities element are hereby amended to reflect a six-year plan for capital improvement projects (2018-2023), as set forth in the attached Citywide Capital Improvement Program (2018-2023).

Section 2. Authorization to Seek Funding. City staff are authorized to apply for state and federal grants and low-interest loans in support of the projects identified in the Citywide Capital Improvement Program (2018-2023).

Section 3. Effective Date. This ordinance shall take effect and be in force on _____.

PASSED BY THE CITY COUNCIL ON _____.

_____
Terri Pfister, City Clerk

Approved as to Form:

_____
Assistant City Attorney

CITY PLAN COMMISSION FINDINGS OF FACT, CONCLUSIONS, AND RECOMMENDATIONS ON THE 2018-2023 CITYWIDE CAPITAL IMPROVEMENT PROGRAM

A Recommendation of the City Plan Commission certifying that the 2018-2023 Six Year Citywide Capital Improvement Program (CIP) is in conformance with the City of Spokane's Comprehensive Plan.

FINDINGS OF FACT:

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

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

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

D. The 2018-2023 Six Year Citywide CIP identifies capital project activity which has implications on the growth of the community.

E. The City Plan Commission held one workshop on September 13, 2017, to obtain public comments on the 2018-2023 Six Year Citywide CIP.

F. The City Council must receive a recommendation from the City Plan Commission to certify that the 2018-2023 Six Year Citywide CIP is in conformance with the City's Comprehensive Plan in effect on the day of certification.

CONCLUSIONS:

A. The 2018-2023 Six Year Citywide CIP has been prepared in full consideration of the City's Comprehensive Plan.

B. The 2018-2023 Six Year Citywide CIP has been reviewed by the City Plan Commission and found to be in conformance with the goals and policies of the City's 2001 Comprehensive Plan, as well as the Arterial Street Plan.

RECOMMENDATIONS:

A. The Spokane City Plan Commission is certifying that the 2018-2023 Six Year Citywide CIP is in full compliance with the existing Spokane Comprehensive Plan as required by RCW 36.70A and RCW 35.77.010 and is recommended for adoption by the Spokane City Council.

B. By a vote of 7 to 0, the Plan Commission recommends the approval of these amended documents by the City Council.

Dennis Dellwo, President
Spokane Plan Commission

Agenda Sheet for City Council Meeting of: 10/30/2017		**Date Rec'd**	10/16/2017
		Clerk's File #	ORD C35558
		Renews #	
Submitting Dept	NEIGHBORHOOD SERVICES & CODE	**Cross Ref #**	
Contact Name/Phone	ABIGAIL 625-6858	**Project #**	
Contact E-Mail	AMARTIN@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	First Reading Ordinance	**Requisition #**	
Agenda Item Name	0550 PROPOSED AMMENDMENTS TO 12.02.010, 12.02.0210, 12.01.0804 &		

Agenda Wording

Request amendments to authorize removal of snow and associated costs, clarify the 36" clear pedestrian pathway during snow season, timing of snow removal, and determining that snow is an obstruction.

Summary (Background)

Proposed changes to the City Municipal Code to specify what constitutes an appropriate pedestrian pathway including sidewalk and on the right of way when the there is no sidewalk, adding notice provisions for snow to be cleared from the pedestrian pathway, authorizing the City to have snow removed when the property owner/occupants fails to keep the pathway clear, assess charges to the utility bill for the cost of the snow removal, and defines snow as an obstruction of the right of way.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	TRAUTMAN, HEATHER	**Study Session**	
Division Director	TRAUTMAN, HEATHER	**Other**	PIES 10/23/17
Finance	DOVAL, MATTHEW	**Distribution List**	
Legal	DALTON, PAT	amartin@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	htrautman@spokanecity.org	
Additional Approvals		tszambelan@spokanecity.org	
Purchasing		lgarcia@spokanecity.org	
		kschmit@spokanecity.org	

Briefing Paper
Public Infrastructure Environmental Sustainability

Division & Department:	Office of Neighborhood Services, Code Enforcement and Parking
Subject:	Amendments to Spokane Municipal Code 12.02, 12.01 & 8.02
Date:	October 13, 2017
Author (email & phone):	Abigail Martin amartin@spokanecity.org 509.625.6858
City Council Sponsor:	Council Member Waldref
Executive Sponsor:	Rick Romero
Committee(s) Impacted:	Public Infrastructure Environmental Sustainability
Strategic Initiative:	Innovative Infrastructure, Health and Safety
Deadline:	October 16, 2017

Background/History:

This is the requested update to the 2017-2018 snow plan, addressing proposed changes to the City Municipal Code in an effort to specify what constitutes an appropriate pedestrian pathway, authorizing the City to have snow removed when citizens fail to keep walkways clear, and charge the Utility Bill for the cost of the snow removal, and defines snow as an obstruction of the right of way.

Executive Summary:

- Ordinance amendments to Spokane Municipal Code 12.02.010 & 12.02.0210 & 12.01.0804
    - 36" pedestrian pathway with ADA access
    - Snow and ice are determined to be obstructions of the right of way
    - The City may order the removal
    - Billed to the property via Spokane Municipal Code 8.02.068 on the utility bill
    - Identifies a season for snow: November 15-March 15

- Ordinance amendments to Spokane Municipal Code 8.02.068
    - Addition of snow and ice to items like vegetation and debris to what constitutes obstruction of the right of way
    - Sum total of costs to include cost incurred by the City and surcharge of eighty-five dollars as an administrative fee

- Authorized abatement includes:
    - Prioritized areas: Funnel areas where children and families are walking to school, block faces leading up to crosswalks and Downtown
        - Residences & Businesses in these areas will be notified beforehand that they are on a priority walking route to school or CBD and our communication is paired with Spokane Public Schools & DSP outward communication to their parent/student populations
        - Notice may include media, signs, 311
        - Can determine elderly/needy based on Utility Billing lists (Option for waiver or sliding scale)
        -

- Budget breakdown: (over)

Options	Initial Investment	Operation Costs
Fleet replacement $ to purchase tractors, Code and Public Works $ for operations; ***Snow removal program around schools/prioritized areas***	Tractor (1) $19,000 Blower (1) $5,000 Broom (1) $3,734 Truck (repurposed) Trailer (repurposed) Total initial investment $27,734	Hourly rate per tractor set Tractor, blower, truck and trailer $35 Staff (5 days/week/4 months) $122 Total hourly rate $157
Snow blowers and 2 FTE for four months; perhaps in the Downtown due to vaulted sidewalks	Snow blowers (2) $3,100 Truck (repurposed) Total initial investment $6,200	Hourly rate per snow blowing team Truck, blower $25 Staff (5 days/week/4 months) $122 Total hourly rate $147
Shovels and snow blowers and 6-8 Geiger crew for four months, 20 hrs./week maximum	Snow blowers (2) $3,100 Shovels (6) $20 Truck (repurposed) Total initial investment $6,320	Hourly rate per snow blowing/shoveling team Snow blowers (2), shovels $10 Geiger $48/hour Total hourly rate $58

- Communication (communicated via media, educational campaign, and community partners) proactive patrolling in an effort to enforce 36” pedestrian pathway

<u>Budget Impact:</u>

Approved in current year budget? No

Annual/Reoccurring expenditure? Yes

Specify funding source:

Fleet replacement funds, Code Enforcement, Public Works

Operations Impact:

Consistent with current operations? No

Requires change in current operations? Yes

Specify operations change:

Amendments would allow for deployment of equipment and FTE/temp seasonal to operate and remove snow where property owners had neglected maintenance of a 36” pedestrian pathway. Then Utility Billing would recoup the cost via the monthly bill.

ORDINANCE NO. C35558

An ordinance relating to public ways and property; amending SMC sections 12.02.010, 12.02.0210, 12.01.0804 and 8.02.068 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That section 12.02.010 is amended to read as follows:

Title 12 Public Ways and Property

Chapter 12.02 Obstruction, Encroachment of Public Ways

Section 12.02.010 Snow Removal – Owner, Occupant Duties

A. Owners and occupants of premises shall keep the sidewalk areas adjacent to any portion of the real property (including corners) free and clear of snow and/or accumulations of snow or ice. For the purposes of this section, sidewalk area shall be cleared to a minimum width of 36" to permit pedestrian and accessible access by 9 A.M. the morning following the snow fall each day.

B. No snow or ice from private premises shall be plowed into or placed in or on the streets or other areas of the public right of way, parks or other public property. This does not apply to operations by municipal crews. Snow or ice from sidewalks and driveway approaches may be placed in planting strips, or added to berms created by municipal plowing operations, provided it does not obstruct a clear view of stop signs or other traffic signs or signals, other otherwise create a hazard to or impairment of pedestrian or vehicular traffic. This section applies to:

1. homeowners of single family residences, duplexes or triplexes;
2. by persons in business of plowing or clearing snow; and
3. anyone other than parties noted in (B)(1) or (B)(2), such as business, commercial, multiunit premises, etc;

Section 2. That section 12.02.0210 is amended to read as follows:

Title 12 Public Ways and Property

Chapter 12.02 Obstruction, Encroachment of Public Ways

Section 12.02.0210 Lawful Powers Reserved – Costs of Abatement

A. The City expressly reserves and invokes all lawful powers, rights and remedies, whether in contract or law, to protect and preserve the public health and safety by abatement of any nuisance or unhealthful or dangerous conditions affecting the public right-of-way.

B. The City may cause the removal or destruction of vegetation, snow, ice and debris by notice of violation given by the City or during snow conditions by way of press, radio, and/ or television, or by other notice to the occupants in the neighborhood and, as appropriate in each case:

1. issuance of a class 1 civil infraction for the violation; and/ or

2. direct action by City forces or contract, the cost of which will be billed to the owner of the property or as a utility service to the property. Fees for vegetation, snow, and ice abatement are contained in SMC 8.02.068.

Section 3. That section 12.01.0804 is amended to read as follows:

Title 12 Public Ways and Property

Chapter 12.01 Improvement, Maintenance of Public Ways

Article III. Pedestrian Strip

Section 12.01.0804 Pedestrian Strip – All Streets – Obligations

A. On streets where no formally constructed sidewalk exists for pedestrian traffic, the abutting property owner shall maintain a strip of land for pedestrian travel in the existing public right-of-way area adjacent to the constructed street or roadway. This strip of land shall run parallel to and abut the constructed street or roadway. It shall be seven feet wide, but not greater than the publically dedicated or reserved outer boundaries of the right of way as shown in the plat or other records. This strip shall contain no fences, shrubs, walls or any other feature that would prohibit, inhibit or impede pedestrian travel. [Cross Reference: SMC 16A.61.570] The pedestrian strip shall be kept clear from snow, ice and passable to a width of not less than 36". The City may cause the removal or destruction of snow, ice and debris by notice given by the City by way of press, radio, and/ or television, or by other notice to the occupants in the neighborhood. Costs will be billed to the owner of the property or as a utility service to the property as provided in SMC 12.02.0210(B)(2).

B. The City recognizes its right to enforce public use of said right-of-way for pedestrian travel and the city council may, upon recommendation from the City plan commission or City staff, in addition to or in the alternative to other lawful procedures, order the property owners who abut any certain street or streets within the city to maintain an unobstructed strip of land as provided herein when it is determined by the city council to be necessary to the health and safety of the citizens of Spokane.

Section 4. That section 08.02.068 is amended to read as follows:

Title 08 Taxation and Revenue

Chapter 08.02 Fees and Charges

Section 08.02.068 Obstruction from Vegetation Snow, Ice and Debris

A. There may be charged against the property owner of the adjacent right of way an assessment for all costs and expenses incurred by the City in administration and enforcement of the abatement of obstruction of the public right of way from vegetation snow, ice and debris under SMC 12.02.0210 & SMC 12.01.0804.

B. Costs charged to the property owner include costs incurred by the City including direct action by City forces or contract for the removal or destruction of such vegetation snow, ice and debris.

C. In addition to the costs outlined in subsection (B) of this section, a surcharge of eighty-five dollars per instance for the removal of the vegetation snow, ice and debris will be charged to defray administrative support and related costs for providing this service.

D. Costs will be billed to the owner of the property or as a utility service to the property as provided in SMC 12.02.0210(~~A~~B)(2).

PASSED BY THE CITY COUNCIL ON _____

_____
Council President

Attest:

_____
City Clerk

_____
Mayor

Approved as to form:

_____
Assistant City Attorney

_____
Date

_____
Effective Date

Agenda Sheet for City Council Meeting of: 10/23/2017		Date Rec'd	10/10/2017
		Clerk's File #	FIN 2017-0001
		Renews #	
Submitting Dept	FINANCE & ADMIN	**Cross Ref #**	
Contact Name/Phone	CRYSTAL MARCHAND 625-6369	**Project #**	
Contact E-Mail	CMARCHAND@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Hearings	**Requisition #**	
Agenda Item Name	0410 - SET BUDGET HEARINGS		

Agenda Wording

Setting the hearings for review of the 2018 Proposed Budget beginning Monday, October 30, 2017 and continuing thereafter at the regular Council Meetings during the month of November.

Summary (Background)

As part of the annual budget process, the City Council will hold public hearings on the proposed 2018 Budget for the City of Spokane. Public testimony is welcome on all sections of the budget at each hearing. The first hearing will be held on October 30, 2017 and are currently scheduled to continue each Monday during the month of November. The Council may continue the hearing up to the 25th day prior to the beginning of the next fiscal year.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Select	$	#
Select	$	#
Select	$	#
Select	$	#

Approvals		**Council Notifications**	
Dept Head	DUNIVANT, TIMOTHY	**Study Session**	
Division Director	MARCHAND, CRYSTAL	**Other**	
Finance	ORLOB, KIMBERLY	**Distribution List**	
Legal	ODLE, MARI	tdunivant@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	jdclark@spokanecity.org	
Additional Approvals		cmarchand@spokanecity.org	
Purchasing			