

## **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**

- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and 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**

- A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

- c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.
  - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.
  - e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.
  - f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
- 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, MARCH 5, 2018

### **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 MIKE FAGAN**

**COUNCIL MEMBER CANDACE MUMM**

**COUNCIL MEMBER KATE BURKE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER KAREN STRATTON**

**CITY COUNCIL CHAMBERS  
CITY HALL**

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

## CITY COUNCIL BRIEFING SESSION

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

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

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

### ADDRESSING THE COUNCIL

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

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

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

**AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION:** The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or [msteinolfson@spokanecity.org](mailto: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. Orders for Miscellaneous Waterworks Products from:  | Approve<br>All |                              |
| a. Core & Main: Item #3 Compression Brass Fittings, Item #5 Ductile Iron Fittings, Item #7 Megalug Field Lok Gaskets, Item #9 Ductile Iron Pipe, Item #10 Poly Pipe, Item #12 Tapping Sleeves, Item #13 Valves, Item #16 Coiled Pit Setter Meter Boxes, Item #18 Dilly Lugs/Eye Bolt—\$814,587.79 (incl. tax). |                | OPR 2018-0122<br>BID 4433-18 |
| b. M&L Supply: Item #6 Galvanized Fittings, Item #8 Copper Pipe—\$150,879.32 (incl. tax).  |                | OPR 2018-0123<br>BID 4433-18 |
| c. HD Fowler: Item #1 Brass, Item #4 Repair Couplers, Item #11 Service Saddles, Item #17 All Thread—\$65,707.07 (incl. tax).   |                | OPR 2018-0124<br>BID 4433-18 |
| d. Ferguson: Item #2 Clamps, Item #14 Butterfly Valves, Item #15 Combination Valves—\$35,011.70 (incl. tax).   |                | OPR 2018-0125<br>BID 4433-18 |

Total estimated purchase of \$1,200,000 (incl. tax).

**Loren Searl**

- |  |                                    |                              |
|--|------------------------------------|------------------------------|
| 2. Low Bid of Murphy Brothers, Inc. (Spokane, WA) for Monroe Street 1 - Indiana Avenue to Chelan Avenue—\$4,275,000. An administrative reserve of \$427,500, which is 10% of the contract price, will be set aside. (Emerson Garfield Neighborhood)<br><b>Dan Buller</b>                         | Approve                            | OPR 2018-0126<br>ENG 2015054 |
| 3. Contract with Polydyne, Inc., (Riceboro, GA) to supply dry and liquid polymer to Riverside Park Water Reclamation Facility—\$449,402.75.<br><b>Mike Coster</b>  | Approve                            | OPR 2018-0127<br>BID 4438-18 |
| 4. One-year Contract Extensions with:  | Approve                            |                              |
| a. Evoqua Water Technologies, LLC (Sarasota, FL) to supply Bioxide® from April 1, 2018 through March 31, 2019—\$184,405.55. (Last of three one-year renewal options)<br><b>Mike Coster</b>   |                                    | OPR 2014-0451                |
| b. CH2M (Spokane, WA) for Groundwater Monitoring Data Analysis and Report Writing Services for the Northside Landfill Closed Cell, Northside Landfill Open Cell, and Southside Landfill for 2018 quarterly and annual reports—\$49,771. (First of 4 one-year extensions)<br><b>Chuck Conklin</b> |                                    | OPR 2017-0140<br>RFQ 4304-16 |
| 5. Report of the Mayor of pending:   | Approve &<br>Authorize<br>Payments |                              |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2018, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.                                      |                                    | CPR 2018-0002                |
| b. Payroll claims of previously approved obligations through _____, 2018: \$_____.   |                                    | CPR 2018-0003                |
| 6. City Council Meeting Minutes: _____, 2018.  | Approve<br>All                     | CPR 2018-0013                |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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# CITY COUNCIL SESSION

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

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

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## LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

## BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

### APPOINTMENTS

### RECOMMENDATION

Spokane Public Library Board of Trustees: One Reappointment	Confirm	CPR 1984-0400
Hotel Advisory Commission: One Reappointment	Confirm	CPR 2004-0017

## ADMINISTRATIVE REPORT

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## COUNCIL COMMITTEE REPORTS

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

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## OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

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# LEGISLATIVE AGENDA

## SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35597      General Fund  
FROM: Unappropriated Reserves, \$500,000;  
TO:      Transfer to Library, same amount.

and

Library Fund  
FROM: Transfer from General Fund, \$500,000;  
TO:      Professional Services, same amount.

(This action allows budgeting for pre-design work related to the Library Facility Plan.)

**Council President Stuckart & Council Member Burke**

ORD C35598      General Fund  
FROM: Unappropriated Reserves, \$150,000;  
TO:      Contractual Services, same amount.

(This action allows budgeting for façade improvements in conjunction with the 2018 Monroe Street rebuild project.)

**Council President Stuckart & Council Members Mumm and Stratton**

ORD C35599      General Fund  
FROM: Unappropriated Reserves, \$250,000;  
TO:      Contractual Services, same amount.

(This action allows budgeting for a one-time supplemental funding to support the City's Public Development Authorities.)

**Council President Stuckart & Council Member Fagan**

ORD C35600      General Fund  
FROM: Unappropriated Reserves, \$150,000;  
TO:      Contractual Services, same amount.

(This action allows budgeting for a one-time funding to support the City's Sub-area Planning efforts.)

**Council President Stuckart & Council Members Kinnear and Mumm**

**ORD C35601**      **General Fund**  
**FROM:** Unappropriated Reserves, \$50,000;  
**TO:**      Contractual Services, same amount.

(This action allows budgeting for a one-time funding to provide additional support for cultural events in 2018.)

**Council President Stuckart & Council Members Beggs and Stratton**

## **NO EMERGENCY ORDINANCES**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

**RES 2018-0016**      **Declaring Huber EscaMax perforated plate screen system a sole**  
**OPR 2018-0128**      **source provider and authorizing the purchase of replacement parts**  
                              **from Huber Technology Inc. for \$400,000 including tax and shipping**  
                              **without public bidding.**  
                              **Mike Coster**

**ORD C35591**      **Relating to permit fees for solar energy projects and electric vehicle**  
                              **charging stations; enacting new sections 15.05.005, 15.05.040, and**  
                              **15.05.050 of the Spokane Municipal Code.**  
                              **Council President Stuckart**

**ORD C35592**      **Relating to early termination of skywalk permits; amending sections**  
                              **12.02.0430 and 12.02.0505 of the Spokane Municipal Code.**  
                              **Council President Stuckart**

**ORD C35593**      **Relating to reality-based police show program filming; enacting a new**  
                              **chapter 10.56 to the Spokane Municipal Code.**  
                              **Council President Stuckart**

**ORD C35594**      **Of the city of Spokane, Spokane County, Washington, confirming the**  
                              **formation of the Spokane Housing Authority as a Joint Housing**  
                              **Authority; providing for matters required pursuant to RCW 35.82.300;**  
                              **repealing certain Resolutions; adding a new Chapter to Title 6 of the**  
                              **Spokane Municipal Code and other matters relating thereto.**  
                              **Council Member Stratton**

## **FIRST READING ORDINANCES**

(No Public Testimony Will Be Taken)

**ORD C35602**      **Relating to the standards and processes for procurement; repealing**  
                              **sections 7.06.0295, 7.06.162, 7.06.177, 7.06.269, 7.06.272, and 7.06.550;**  
                              **amending sections 7.06.020, 7.06.0225, 7.06.030, 7.06.035, 7.06.060,**  
                              **7.06.097, 7.06.100, 7.06.110, 7.06.120, 7.06.130, 7.06.140, 7.06.150,**  
                              **7.06.160, 7.06.165, 7.06.167, 7.06.170, 7.06.173, 7.06.174, 7.06.180,**  
                              **7.06.182, 7.06.185, 7.06.190, 7.06.200, 7.06.220, 7.06.250, 7.06.260,**  
                              **7.06.261, 7.06.262, 7.06.264, 7.06.267, 7.06.270, 7.06.271, 7.06.274,**  
                              **7.06.275, 7.06.276, 7.06.280, 7.06.290, 7.06.310, 7.06.320, 7.06.330,**  
                              **7.06.340, 7.06.400, 7.06.420, 7.06.430, 7.06.500, 7.06.510, 7.06.520,**  
                              **7.06.530, 7.06.540, 7.06.600, 7.06.610, 7.06.620, 7.06.700, 7.06.710,**  
                              **7.06.720, 7.06.730, 7.06.750, 7.06.760, and 7.06.770; and enacting a new**  
                              **section 7.06.155 of the Spokane Municipal Code.**  
                              **Council President Stuckart**

ORD C35603 Terminating the inactive ambassador incentive program; repealing chapter 03.08 of the Spokane Municipal Code.

**Council President Stuckart**

FURTHER ACTION DEFERRED

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## **SPECIAL CONSIDERATIONS**

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

### **RECOMMENDATION**

- S1. Intertie agreement with the City of Medical Lake to supply water in the event of shortages and emergency needs—\$100,000 Revenue. (Deferred from November 13, 2017, Agenda) **Approve OPR 2017-0726**  
**Dan Kegley**

## **NO HEARINGS**

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**Motion to Approve Advance Agenda for March 5, 2018**  
(per Council Rule 2.1.2)

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## **OPEN FORUM (CONTINUED)**

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

**Note:** No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.E).

## **ADJOURNMENT**

The March 5, 2018, Regular Legislative Session of the City Council is adjourned to March 12, 2018.

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## **NOTES**

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

03/05/2018

<u>Date Rec'd</u>	2/15/2018
<u>Clerk's File #</u>	OPR 2018-0122 OPR 2018-0123 OPR 2018-0124 OPR 2018-0125
<u>Renews #</u>	

<u>Submitting Dept</u>	WATER & HYDROELECTRIC SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	LOREN SEARL 625-7851	<u>Project #</u>	
<u>Contact E-Mail</u>	LSEARL@SPOKANECITY.ORG	<u>Bid #</u>	4433-18
<u>Agenda Item Type</u>	Purchase w/o Contract	<u>Requisition #</u>	18905-908, VB
<u>Agenda Item Name</u>	4100 - MISCELLANEOUS WATERWORKS PRODUCTS		

Agenda Wording

Orders for Miscellaneous Waterworks Products from Core & Main (Spokane, WA), M&L Supply (Spokane, WA), HD Fowler Co. (Spokane, WA), and Ferguson Waterworks (Spokane Valley, WA) for a total estimated purchase of \$1,200,000.00 including tax.

Summary (Background)

Bids were opened 2/5/18 to provide the Water department with Miscellaneous Waterworks Products in support of the 2018 service season. Five (5) bids were received itemizing costs across eighteen (18) item categories. Award is recommended across four (4) respondents in accordance with the low bidder meeting specifications for each of the categories.

Item List –

Core & Main: #3-Compression Brass Fittings, #5-Ductile Iron Fittings, #7-Megalug Field Lok Gaskets, #9-Ductile Iron Pipe, #10-Poly Pipe

<u>Fiscal Impact</u>	Grant related?	NO	<u>Budget Account</u>
	Public Works?	NO	
Expense	\$ 1,200,000.00		# 4100-42440-94000-56595-99999
Select	\$		#
Select	\$		#
Select	\$		#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 2/26/2018
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	SCHOEDEL, ELIZABETH	TPRINCE@SPOKANECITY.ORG	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	SJOHNSON@SPOKANECITY.ORG	

<u>Additional Approvals</u>		
<u>Purchasing</u>	PRINCE, THEA	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Core & Main (cont): #12-Tapping Sleeves, #13-Valves, #16-Coiled Pit Setter Meter Boxes, #18-Dilly Lugs/Eye Bolt

M&L Supply: #6-Galvanized Fittings, #8-Copper Pipe

HD Fowler: #1-Brass, #4-Repair Couplers, #11-Service Saddles, #17-All Thread

Ferguson: #2-Clamps, #14-Butterfly Valves, #15-Combination Valves

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




## Briefing Paper

### Public Infrastructure, Environment, and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services
<b>Subject:</b>	Miscellaneous Waterworks Products
<b>Date:</b>	2/26/2018
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> ext. 7851
<b>City Council Sponsor:</b>	---
<b>Executive Sponsor:</b>	---
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been allocated in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure, Urban Experience
<b>Deadline:</b>	Products needed to support 2018 construction/repair season
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	These orders support efficient and competitive procurement of the known products required to support this year's construction/repair projects for water service throughout the City of Spokane.
<p><b>Background/History:</b> <i>On Monday, February 5, 2018 sealed bids were opened to provide the Water Warehouse with Miscellaneous Waterworks Products in support of the 2018 service season. Five (5) bids were received itemizing costs across eighteen (18) item categories. Award of this business is recommended across four (4) bid respondents as detailed in the Executive Summary below. These recommendations are in accordance with the low bidder meeting specifications for each of the eighteen (18) categories.</i></p> <p><i>Total Business Awarded: \$1,066,185.88 including tax</i></p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• <i>Award of items competed on Bid #4433-18 Miscellaneous Waterworks Products as follows:</i> <ul style="list-style-type: none"> <li>○ <i>Core &amp; Main (Spokane, WA) - \$814,587.79 including tax</i> <ul style="list-style-type: none"> <li>▪ <i>Item 3: Compression Brass Fittings</i></li> <li>▪ <i>Item 5: Ductile Iron Fittings</i></li> <li>▪ <i>Item 7: Megalug Field Lok Gaskets</i></li> <li>▪ <i>Item 9: Ductile Iron Pipe</i></li> <li>▪ <i>Item 10: HDPE Poly Pipe</i></li> <li>▪ <i>Item 12: Tapping Sleeves</i></li> <li>▪ <i>Item 13: Valves</i></li> <li>▪ <i>Item 16: Coiled Pit Setter Meter Boxes</i></li> <li>▪ <i>Item 18: Dilley Lug/Eye Bolt</i></li> </ul> </li> <li>○ <i>M&amp;L Supply (Spokane, WA) - \$150,879.32 including tax</i> <ul style="list-style-type: none"> <li>▪ <i>Item 6: Galvanized Fittings</i></li> <li>▪ <i>Item 8: Copper Pipe</i></li> </ul> </li> <li>○ <i>HD Fowler Co. (Spokane, WA) - \$65,707.07 including tax</i> <ul style="list-style-type: none"> <li>▪ <i>Item 1: Brass</i></li> <li>▪ <i>Item 4: Repair Couplings</i></li> <li>▪ <i>Item 11: Service Saddles</i></li> <li>▪ <i>Item 17: All Thread</i></li> </ul> </li> </ul> </li> </ul>	

- *Ferguson Waterworks (Spokane Valley, WA) - \$35,011.70 including tax*
  - *Item 2: Clamps*
  - *Item 14: Butterfly Valves*
  - *Item 15: Combination Valves*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: ---

Other budget impacts: ---

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

Requires change in current operations/policy? ☐ Yes ☒ No

Specify changes required: N/A

Known challenges/barriers: N/A

Bid #4433-18			Consolidated Supply 305 N. Lake Rd. Spokane Valley, WA 99212		Core & Main 1215 N. Bradley R Spokane, WA 992
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE
I		<b>BRASS</b>	APOLLO		APOLLO
	50	VALVE, BALL 3/4" NPTxNPT	\$ 26.456	\$ 1,322.80	\$ 27.52
	10	VALVE, BALL 1-1/2" NPTxNPT	\$ 75.644	\$ 756.44	\$ 71.11
	20	VALVE, BALL 2" NPTxNPT	\$ 90.189	\$ 1,803.78	\$ 85.10
					FORD
	40	BUSHING, 2" (MIP) X 1" (FIP)	NO BID	NO BID	\$ 14.80
	15	BUSHING, 2" (MIP) X 1-1/2" (FIP)	NO BID	NO BID	\$ 14.75
			AY MCDONALD		MUELLER
	5	CURB STOP, PXP (F) BALL 3/4"	\$ 37.490	\$ 187.45	\$ 32.98
	5	CURB STOP, PXP (F) BALL 1"	\$ 58.271	\$ 291.36	\$ 51.26
	10	CURB STOP, PXP (F) BALL 2"	\$ 174.500	\$ 1,745.00	\$ 154.72
	5	PLUG, BRASS TAPERED CC 1-1/4"	\$ 18.941	\$ 94.71	\$ 28.96
	5	PLUG, BRASS TAPERED CC 2"	\$ 25.024	\$ 125.12	\$ 38.27
TOTAL ITEM 1				\$ 6,326.65	
2		<b>CLAMPS</b>	ROMAC		ROMAC
	5	CLAMPS, HYDRO REPAIR - CI 4"x12"	\$ 93.580	\$ 467.90	\$ 95.13
	25	CLAMPS, HYDRO REPAIR - CI 6"x12"	\$ 107.201	\$ 2,680.03	\$ 108.97
	15	CLAMPS, HYDRO REPAIR - CI 8"x12"	\$ 132.576	\$ 1,988.64	\$ 134.77
	3	CLAMPS, HYDRO REPAIR TAPPED - CI 6"x12"	\$ 136.897	\$ 410.69	\$ 139.16
	5	CLAMPS, BELL JOINT LEAK REPAIR 6"	\$ 116.694	\$ 583.47	\$ 116.82

	5	CLAMPS, BELL JOINT LEAK REPAIR 8"	\$ 161.237	\$ 806.19	\$ 161.71
	5	CLAMPS, BELL JOINT LEAK REPAIR 12"	\$ 219.128	\$ 1,095.64	\$ 219.36
	5	CLAMPS, REDI-CLAMP REPAIR 2"x6"	\$ 18.230	\$ 91.15	\$ 18.80
TOTAL ITEM 2				\$ 8,123.70	
3		COMPRESSION BRASS FITTINGS	AY MCDONALD		MUELLER
	30	COUPLINGS, 1" C-COMP X MIP	\$ 12.094	\$ 362.82	\$ 11.23
				\$ -	
	5	COUPLINGS, 1-1/2" C-COMP X MIP	\$ 33.125	\$ 165.63	\$ 31.04
				\$ -	
	15	COUPLINGS, 2" C-COMP X MIP	\$ 48.250	\$ 723.75	\$ 45.22
				\$ -	
	60	COUPLINGS, 3/4" COMP X FIP	\$ 10.729	\$ 643.74	\$ 10.19
				\$ -	
	50	COUPLINGS, 2" COMP X FIP	\$ 50.438	\$ 2,521.90	\$ 47.30
				\$ -	
	300	CORPORATIONS, 3/4" CC X C-COMP BALL	\$ 32.938	\$ 9,881.40	\$ 29.99
				\$ -	
	10	CORPORATIONS, 1" CC X C-COMP BALL	\$ 43.313	\$ 433.13	\$ 39.47
				\$ -	
	150	CORPORATIONS, 2" MIP X C-COMP (BALL)	\$ 160.583	\$ 24,087.45	\$ 144.59
				\$ -	
	100	CURB STOPS, 3/4" C-COMP X C-COMP (BALL)	\$ 45.094	\$ 4,509.40	\$ 41.72
				\$ -	
	500	CURB STOPS, 1" C-COMP X C-COMP (BALL)	\$ 67.781	\$ 33,890.50	\$ 62.70
	160	CURB STOPS, 2" C-COMP X C-COMP (BALL)	\$ 228.042	\$ 36,486.72	\$ 212.36
	260	CURB STOPS, 3/4" C-COMP X PIPE (F) (BALL)	\$ 39.594	\$ 10,294.44	\$ 37.32
	40	CURB STOPS, 1' C-COMP X PIPE (F) (BALL)	\$ 184.135	\$ 7,365.40	\$ 174.79
	10	ELBOW, 3/4" C-COMP X MIP	\$ 11.177	\$ 111.77	\$ 9.88
	300	ELBOW, 2" C-COMP X MIP	\$ 77.417	\$ 23,225.10	\$ 72.55

	60	ELBOW, 3/4" C-COMP X FIP	\$ 14.490	\$ 869.40	\$ 14.68
	20	ELBOW, 1" C-COMP X FIP	\$ 23.615	\$ 472.30	\$ 22.05
	50	ELBOW, 3/4" C-COMP X C-COMP	\$ 16.052	\$ 802.60	\$ 14.25
	60	ELBOW, 2" C-COMP X C-COMP	\$ 134.083	\$ 8,044.98	\$ 125.66
<b>TOTAL ITEM 3</b>				<b>\$ 164,892.43</b>	
4		<b>REPAIR COUPLINGS</b>	ROMAC		ROMAC
	5	COUPLING, DRESSER REG 3/4"	\$ 23.400	\$ 117.00	\$ 20.51
				\$ -	
	1	COUPLING, DRESSER TRANS REDUCER 12" CI X 14" OD	\$ 169.444	\$ 169.44	\$ 158.04
				\$ -	
	5	COUPLING, DRESSER 4" DI X 4" CI	\$ 59.222	\$ 296.11	\$ 55.24
				\$ -	
	16	COUPLING, DRESSER 6" DI X 6" CI	\$ 80.600	\$ 1,289.60	\$ 75.18
<b>TOTAL ITEM 4</b>				<b>\$ 1,872.15</b>	
5		<b>DUCTILE IRON FITTINGS - COMPACT STYLE WITHOUT ACCESSORIES</b>			
	5	BEND, MJ BXB 11-1/4 6"	\$ 46.429	\$ 232.15	\$ 45.50
				\$ -	
	5	BEND, MJ, BXB 11-1/4 8"	\$ 63.143	\$ 315.72	\$ 61.80
				\$ -	
	5	BEND, MJ, BXB 11-1/4 12"	\$ 126.750	\$ 633.75	\$ 124.20
				\$ -	
	10	BEND, MJ BXB 22-1/2 12"	\$ 135.107	\$ 1,351.07	\$ 132.40
				\$ -	
	5	BEND, MJ BXB 45 DI 4"	\$ 30.179	\$ 150.90	\$ 29.50
				\$ -	
	10	BEND, MJ BXB 45 DI 6"	\$ 48.750	\$ 487.50	\$ 47.70
				\$ -	
	5	BEND, MJ BXB 45 DI 8"	\$ 71.036	\$ 355.18	\$ 69.60
				\$ -	
	10	BEND, MJ BXB 45 DI 12"	\$ 144.857	\$ 1,448.57	\$ 151.50
				\$ -	
	5	BEND, MJ BXB 90 DI 4"	\$ 40.765	\$ 203.83	\$ 35.90

				\$ -	
	10	BEND, MJ BXB 90 DI 6"	\$ 59.893	\$ 598.93	\$ 58.70
				\$ -	
	10	BEND, MJ BXB 90 DI 8"	\$ 87.286	\$ 872.86	\$ 85.50
				\$ -	
	5	BEND, MJXSP 11-1/4 6"	\$ 52.469	\$ 262.35	\$ 51.40
				\$ -	
	3	BEND, MJXSP 45 DI 12"	\$ 183.398	\$ 550.19	\$ 179.70
				\$ -	
	5	BEND, MJXSP 90 8"	\$ 108.184	\$ 540.92	\$ 101.40
				\$ -	
	1	BEND, FLXFL 90 8"	\$ 172.714	\$ 172.71	\$ 169.00
				\$ -	
	10	CAPS, DIMJ TAPPED 2" 6"	\$ 39.000	\$ 390.00	\$ 38.20
				\$ -	
	5	CONNECTION, FLXSP DI 4"X15"	\$ 70.466	\$ 352.33	\$ 69.00
				\$ -	
	3	CONNECTION, FLXSP DI 4"X72"	\$ 167.876	\$ 503.63	\$ 163.00
				\$ -	
	5	CONNECTION, FLXSP DI 6"X72"	\$ 207.254	\$ 1,036.27	\$ 201.00
				\$ -	
	5	CONNECTION, FLXSP DI 8"X16"	\$ 127.461	\$ 637.31	\$ 123.00
				\$ -	
	5	CONNECTION, FLXSP DI 8"X72"	\$ 364.767	\$ 1,823.84	\$ 283.00
				\$ -	
	1	CONNECTION, FLXSP DI 10"X72"	\$ 381.347	\$ 381.35	\$ 370.00
				\$ -	
	20	CONNECTION, FLXMJ ADAPTER DI 4"	\$ 34.821	\$ 696.42	\$ 34.10
				\$ -	
	25	CONNECTION, FLXMJ ADAPTER DI 6"	\$ 48.286	\$ 1,207.15	\$ 47.30
				\$ -	
	10	CONNECTION, FLXMJ ADAPTER DI 8"	\$ 72.893	\$ 728.93	\$ 71.40
				\$ -	
	5	CONNECTION, FLXMJ ADAPTER DI 12"	\$ 162.500	\$ 812.50	\$ 159.00
				\$ -	
	5	REDUCER, DIMJ B-B 8"X6"	\$ 50.607	\$ 253.04	\$ 49.60
				\$ -	

	2	REDUCER, DIMJ B-B 16"X12"	\$ 201.036	\$ 402.07	\$ 197.00
				\$ -	
	5	REDUCER, DIMJ X SP LEB 8"X6"	\$ 50.143	\$ 250.72	\$ 49.10
				\$ -	
	2	REDUCER, DIMJ X SP LEB 10"X8"	\$ 92.393	\$ 184.79	\$ 90.50
				\$ -	
	2	REDUCER, DI 4" FL X 3" FL	\$ 46.429	\$ 92.86	\$ 45.50
				\$ -	
	2	REDUCER, DI 8" FL X 6" FL	\$ 118.393	\$ 236.79	\$ 116.00
				\$ -	
	3	REDUCER, DIMJ X FL 4" X 3"	\$ 79.857	\$ 239.57	\$ 52.00
				\$ -	
	7	REDUCER, DIMJ X FL 6" X 4"	\$ 127.684	\$ 893.79	\$ 124.00
				\$ -	
	2	REDUCER, DIMJ X FL 8" X 6"	\$ 147.643	\$ 295.29	\$ 158.60
				\$ -	
	1	SLEEVE, DIMJ COMPACT 6"X6"	\$ 40.857	\$ 40.86	\$ 40.00
				\$ -	
	1	SLEEVE, DIMJ COMPACT 8"X6"	\$ 52.929	\$ 52.93	\$ 51.80
				\$ -	
	1	SLEEVE, DIMJ COMPACT 10"X6"	\$ 96.112	\$ 96.11	\$ 94.10
				\$ -	
	4	SLEEVE, DIMJ COMPACT 12"X6"	\$ 101.214	\$ 404.86	\$ 106.00
				\$ -	
	5	SLEEVE, DIMJ SOLID 4" X 12"	\$ 32.500	\$ 162.50	\$ 31.80
				\$ -	
	10	SLEEVE, DIMJ SOLID 6" X 12"	\$ 54.321	\$ 543.21	\$ 53.00
				\$ -	
	35	SLEEVE, DIMJ SOLID 8" X 12"	\$ 88.679	\$ 3,103.77	\$ 86.90
				\$ -	
	5	SLEEVE, DIMJ SOLID 10" X 12"	\$ 105.393	\$ 526.97	\$ 103.20
				\$ -	
	42	SLEEVE, DIMJ SOLID 12" X 12"	\$ 142.536	\$ 5,986.51	\$ 122.80
				\$ -	
	5	SLEEVE, DIMJ SOLID 18" X 15"	\$ 348.679	\$ 1,743.40	\$ 341.70
				\$ -	
	3	SLEEVE, DI COMPACT DP CUTTING-IN MJ X FL 4" X 10"	\$ 122.571	\$ 367.71	\$ 152.00

				\$ -	
	2	SLEEVE, DI COMPACT DP CUTTING-IN MJ X FL 6" X 10"	\$ 119.786	\$ 239.57	\$ 217.00
				\$ -	
	3	SLEEVE, DI COMPACT DP CUTTING-IN MJ X FL 8" X 10"	\$ 158.327	\$ 474.98	\$ 289.90
				\$ -	
	2	TEE, DIMJ 8"X8"X8"	\$ 130.464	\$ 260.93	\$ 127.80
				\$ -	
	2	TEE, DIMJ 10"X10"X8"	\$ 162.964	\$ 325.93	\$ 159.70
				\$ -	
	5	TEE, DIMJ 12"X12"X4"	\$ 175.964	\$ 879.82	\$ 172.40
				\$ -	
	10	TEE, DIMJ 12"X12"X6"	\$ 175.968	\$ 1,759.68	\$ 172.40
				\$ -	
	2	TEE, DIMJ 12"X12"X8"	\$ 202.893	\$ 405.79	\$ 198.80
				\$ -	
	1	TEE, DI FLANGED 6"X6"X2"	\$ 162.041	\$ 162.04	\$ 158.80
TOTAL ITEM 5				\$ 37,132.78	
6		<b>GALVANIZED FITTINGS</b>			
	20	BUSHING, 2" X 1-1/2"	\$ 6.922	\$ 138.44	\$ 7.25
				\$ -	
	10	CAPS, 1-1/2"	\$ 5.094	\$ 50.94	\$ 5.30
				\$ -	
	10	COUPLINGS, COMMON 1"	\$ 4.392	\$ 43.92	\$ 4.50
				\$ -	
	10	COUPLINGS, REDUCER 2" X 1-1/2"	\$ 11.436	\$ 114.36	\$ 11.90
				\$ -	
	60	ELBOW, GALV COMMON 90 3/4"	\$ 1.951	\$ 117.06	\$ 2.00
				\$ -	
	10	ELBOW, GALV COMMON 90 1"	\$ 3.611	\$ 36.11	\$ 3.75
				\$ -	
	10	ELBOW, GALV ST 90 1/2"	\$ 3.489	\$ 34.89	\$ 3.60
				\$ -	
	10	ELBOW, GALV ST 90 1"	\$ 4.667	\$ 46.67	\$ 4.75
				\$ -	
	50	ELBOW, GALV ST 90 2"	\$ 16.588	\$ 829.40	\$ 17.25
				\$ -	
	10	EXTENSION PIECE 3/4"	\$ 8.767	\$ 87.67	\$ 9.10



				\$	-			
	10	EXTENSION PIECE 1"	\$	11.000	\$	110.00	\$	11.50
					\$	-		
	10	NIPPLE, GALV 1/2" X CLOSE	\$	1.035	\$	10.35	\$	0.94
					\$	-		
	10	NIPPLE, GALV 1/2" X 1-1/2"	\$	1.082	\$	10.82	\$	0.97
					\$	-		
	5	NIPPLE, GALV 1/2" X 2"	\$	1.282	\$	6.41	\$	0.97
					\$	-		
	5	NIPPLE, GALV 1/2" X 2-1/2"	\$	1.282	\$	6.41	\$	1.15
					\$	-		
	5	NIPPLE, GALV 1/2" X 3"	\$	1.576	\$	7.88	\$	1.15
					\$	-		
	10	NIPPLE, GALV 1/2" X 3-1/2"	\$	1.346	\$	13.46	\$	1.40
					\$	-		
	50	NIPPLE, GALV 3/4" X 2"	\$	1.341	\$	67.05	\$	1.20
					\$	-		
	25	NIPPLE, GALV 3/4" X 2-1/2"	\$	1.482	\$	37.05	\$	1.35
					\$	-		
	30	NIPPLE, GALV 3/4" X 3"	\$	1.482	\$	44.46	\$	1.35
					\$	-		
	20	NIPPLE, GALV 3/4" X 3-1/2"	\$	1.941	\$	38.82	\$	1.75
					\$	-		
	20	NIPPLE, GALV 3/4" X 4"	\$	1.941	\$	38.82	\$	1.75
					\$	-		
	10	NIPPLE, GALV 3/4" X 5"	\$	2.294	\$	22.94	\$	2.10
					\$	-		
	10	NIPPLE, GALV 1-1/2" X CLOSE	\$	2.694	\$	26.94	\$	2.45
					\$	-		
	10	NIPPLE, GALV 1-1/2" X 2-1/2"	\$	3.200	\$	32.00	\$	2.90
					\$	-		
	5	NIPPLE, GALV 1-1/2" X 3"	\$	3.200	\$	16.00	\$	2.90
					\$	-		
	10	NIPPLE, GALV 2" X CLOSE	\$	3.765	\$	37.65	\$	3.40
					\$	-		
	10	NIPPLE, GALV 2" X 5"	\$	6.600	\$	66.00	\$	6.00
					\$	-		

	60	PIPE, GALV 3/4" - 20' LENGTH	\$ 2.238	\$ 134.28	\$ 4.50
				\$ -	
	20	PIPE, GALV 1" - 20' LENGTH	\$ 3.988	\$ 79.76	\$ 4.90
				\$ -	
	20	PLUG, GALV 3/4"	\$ 2.353	\$ 47.06	\$ 2.40
				\$ -	
	20	PLUG, GALV 1"	\$ 2.353	\$ 47.06	\$ 2.40
				\$ -	
	20	PLUG, GALV 1-1/4"	\$ 3.929	\$ 78.58	\$ 4.10
				\$ -	
	40	PLUG, GALV 2"	\$ 6.594	\$ 263.76	\$ 6.90
	10	TEE, GALV 3/4"X3/4"X3/4"	\$ 3.392	\$ 33.92	\$ 3.50
				\$ -	
	5	TEE, GALV 2"X2"X1"	\$ 18.178	\$ 90.89	\$ 19.00
				\$ -	
	5	TEE, GALV 2"X2"X2"	\$ 17.178	\$ 85.89	\$ 18.25
				\$ -	
	5	UNION, 3/4"	\$ 8.406	\$ 42.03	\$ 8.75
<b>TOTAL ITEM 6</b>				<b>\$ 2,995.75</b>	
7		<b>MEGALUG FIELD LOK GASKETS</b>			
		<b>EBBA MEGALUG GLAND BOXED KITS W/STANDARD MJ GASKETS - DSC</b>			
	100	4"	\$ 26.100	\$ 2,610.00	\$ 26.50
				\$ -	
	300	6"	\$ 32.468	\$ 9,740.40	\$ 32.50
				\$ -	
	100	8"	\$ 44.063	\$ 4,406.30	\$ 44.39
				\$ -	
	250	12"	\$ 84.397	\$ 21,099.25	\$ 84.56
				\$ -	
	40	18"	\$ 193.400	\$ 7,736.00	\$ 193.13
		<b>TYTON JOINT RESTRAINT</b>	<b>US PIPE</b>		<b>MCWANE</b>
	10	GASKET, FIELD LOK 4"	\$ 35.319	\$ 353.19	\$ 41.73
				\$ -	
	10	GASKET, FIELD LOK 6"	\$ 50.146	\$ 501.46	\$ 54.70
				\$ -	

	50	GASKET, FIELD LOK 12"	\$ 98.631	\$ 4,931.55	\$ 107.57
		<b>SPLIT MEGALUGS</b>		\$ -	
	10	6"	\$ 50.844	\$ 508.44	\$ 51.64
				\$ -	
	5	8"	\$ 59.449	\$ 297.25	\$ 63.29
				\$ -	
	10	12"	\$ 115.930	\$ 1,159.30	\$ 130.24
				\$ -	
	5	18"	\$ 393.780	\$ 1,968.90	\$ 393.20
		<b>GASKET, FLANGE DROP IN</b>		\$ -	
	10	1/8" X 8"	\$ 1.769	\$ 17.69	\$ 1.75
				\$ -	
	10	1/8" X 12"	\$ 3.615	\$ 36.15	\$ 3.64
		<b>GASKET, FULL FACE</b>		\$ -	
	40	12"	\$ 5.308	\$ 212.32	\$ 5.52
				\$ -	
	10	24"	\$ 15.154	\$ 151.54	\$ 16.18
				\$ -	
	3	36"	NO BID	NO BID	\$ 30.24
<b>TOTAL ITEM 7</b>				<b>\$ 55,729.74</b>	
8		<b>PIPE, COPPER</b>			
	15,000	3/4"	\$ 2.650	\$ 39,750.00	\$ 2.68
				\$ -	
	28,800	1"	\$ 3.450	\$ 99,360.00	\$ 3.47
<b>TOTAL ITEM 8</b>				<b>\$ 139,110.00</b>	
9		<b>PIPE, DITJ C-50 AND C-52 W/TJ GASKETS</b>			
	540	C-52 4"	\$ 18.150	\$ 9,801.00	\$ 15.44
				\$ -	
	540	C-50 6"	\$ 10.961	\$ 5,918.94	\$ 10.05
				\$ -	
	360	C-50 8"	\$ 15.345	\$ 5,524.20	\$ 14.25
				\$ -	
	180	C-50 10"	\$ 20.601	\$ 3,708.18	\$ 18.91
				\$ -	
	720	C-50 12"	\$ 25.985	\$ 18,709.20	\$ 24.11
9		<b>DI TR-FLEX, CLASS 50</b>			
	180	36"	\$ 171.540	\$ 30,877.20	\$ 172.48

<b>TOTAL ITEM 9</b>				<b>\$ 74,538.72</b>	
10		<b>PIPE, HDPE POLY</b>			
	1400	2" (100' ROLLS)	\$ 1.221	\$ 1,709.40	\$ 1.10
<b>TOTAL ITEM 10</b>				<b>\$ 1,709.40</b>	
11		<b>SERVICE SADDLES, DOUBLE STRAP WITH TYPE 304 S/S STRAPS AND TYPE 304 S/S BOLT &amp; NUTS FOR CI/DI PIPE</b>	ROMAC		ROMAC
	20	SADDLE, DS 4"X2"	\$ 44.655	\$ 893.10	\$ 45.40
				\$ -	
	30	SADDLE, DS 6"X2"	\$ 43.915	\$ 1,317.45	\$ 44.64
				\$ -	
	520	SADDLE, DS 8"X1"	\$ 55.132	\$ 28,668.64	\$ 56.05
				\$ -	
	10	SADDLE, DS 8"X2"	\$ 61.308	\$ 613.08	\$ 62.32
				\$ -	
	10	SADDLE, DS 10"X2"	\$ 74.016	\$ 740.16	\$ 75.24
				\$ -	
	150	SADDLE, DS 12"X1"	\$ 75.030	\$ 11,254.50	\$ 76.27
				\$ -	
	30	SADDLE, DS 12"X2"	\$ 85.740	\$ 2,572.20	\$ 87.16
				\$ -	
	40	SADDLE, DS 18"X2"	\$ 149.097	\$ 5,963.88	\$ 151.56
<b>TOTAL ITEM 11</b>				<b>\$ 52,023.01</b>	
12		<b>TAPPING SLEEVES</b>			
	3	10"x10"x6"	\$ 409.757	\$ 1,229.27	\$ 408.02
				\$ -	
	1	18"x18"x8"	\$ 557.657	\$ 557.66	\$ 553.85
				\$ -	
	2	36"x36"x4"	\$ 832.201	\$ 1,664.40	\$ 824.55
<b>TOTAL ITEM 12</b>				<b>\$ 3,451.33</b>	
13		<b>VALVES</b>	A.F.C.		MUELLER
	5	GATE VALVE, DI FLXFL OPEN LEFT 3"	\$ 411.648	\$ 2,058.24	\$ 288.28
				\$ -	
	5	GATE VALVE, DI FLXFL OPEN LEFT 4"	\$ 471.809	\$ 2,359.05	\$ 328.81
				\$ -	
	5	GATE VALVE, DI FLXFL OPEN LEFT 6"	\$ 612.734	\$ 3,063.67	\$ 478.98
				\$ -	

	3	GATE VALVE, DI FLXFL OPEN LEFT 8"	\$ 935.789	\$ 2,807.37	\$ 784.86
				\$ -	
	15	GATE VALVE, DI MJxMJ OPEN RIGHT 4"	\$ 361.789	\$ 5,426.84	\$ 337.04
				\$ -	
	10	GATE VALVE, DI MJxMJ OPEN RIGHT 6"	\$ 461.920	\$ 4,619.20	\$ 429.88
				\$ -	
	5	GATE VALVE, DI MJxMJ OPEN RIGHT 8"	\$ 735.116	\$ 3,675.58	\$ 684.66
				\$ -	
	10	GATE VALVE, DI MJxMJ OPEN RIGHT 12"	\$ 1,450.040	\$ 14,500.40	\$ 1,350.79
				\$ -	
	5	GATE VALVE, FLxMJ OPEN RIGHT 6"	\$ 461.920	\$ 2,309.60	\$ 429.88
				\$ -	
TOTAL ITEM 13				\$ 40,819.94	
14		VALVE, BUTTERFLY OPEN RIGHT 2" SQUARE OPERATING NUT (NO ACCESS)			
	2	36" MJ X MJ	\$ 7,503.191	\$ 15,006.38	\$ 7,500.00
				\$ -	
	1	36" FLXFL	\$ 7,503.191	\$ 7,503.19	\$ 7,500.00
TOTAL ITEM 14				\$ 22,509.57	
15		VALVE, COMBINATION VACUUM RELEASE, AIR VALVES			
	5	1"	\$ 390.667	\$ 1,953.34	\$ 329.40
				\$ -	
	1	2" DEEP WELL	\$ 593.333	\$ 593.33	\$ 455.75
TOTAL ITEM 15				\$ 2,546.67	
16		COILED PIT SETTER METER BOX			
	100	Meter Box, Coiled Pit Setter 18" - Two 3/4"	NO BID	NO BID	\$ 793.44
				\$ -	
	470	Meter Box, Coiled Pit Setter 18" - 1"	NO BID	NO BID	\$ 663.53
TOTAL ITEM 16				NO BID	
17		ALL THREAD			
	100	TIE ROD, THREADED PLATED 3/4"	\$ 2.200	\$ 220.00	\$ 2.30
TOTAL ITEM 17				\$ 220.00	
18		DILLEY LUG/EYE BOLT			
	20	DILLEY LUGS	\$ 6.990	\$ 139.80	\$ 1.70
TOTAL ITEM 18				\$ 139.80	
TOTAL ITEMS 1-18				\$ 614,141.63	

8.8% SALES TAX				\$ 54,044.46	
GRAND TOTAL				\$ 668,186.09	
CREDIT CARD			YES		YES
ADDITIONAL PURCHASES			NO		YES - SUBJECT TO MANUFACT
DELIVERY			45-60 DAYS ARO		60 DAYS ARO

Id. 12	Ferguson Waterworks 7310 E. Indiana Ave. Spokane Valley, WA 99212		HD Fowler Co. 6625 E. Sharp Spokane, WA 99212	
TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	MILWAUKEE		APOLLO	
\$ 1,376.00	\$ 40.33	\$ 2,016.50	\$ 26.50	\$ 1,325.00
\$ -		\$ -		\$ -
\$ 711.10	\$ 109.84	\$ 1,098.40	\$ 71.48	\$ 714.80
\$ -		\$ -		\$ -
\$ 1,702.00	\$ 138.34	\$ 2,766.80	\$ 85.23	\$ 1,704.60
	FORD		FORD	
\$ 592.00	\$ 13.66	\$ 546.40	\$ 13.15	\$ 526.00
\$ -		\$ -		\$ -
\$ 221.25	\$ 13.62	\$ 204.30	\$ 13.20	\$ 198.00
	FORD		FORD	
\$ 164.90	\$ 36.08	\$ 180.40	\$ 35.34	\$ 176.70
\$ -		\$ -		\$ -
\$ 256.30	\$ 56.08	\$ 280.40	\$ 54.95	\$ 274.75
\$ -		\$ -		\$ -
\$ 1,547.20	\$ 167.96	\$ 1,679.60	\$ 161.18	\$ 1,611.80
\$ -		\$ -		\$ -
\$ 144.80	\$ 22.45	\$ 112.25	\$ 20.52	\$ 102.60
\$ -		\$ -		\$ -
\$ 191.35	\$ 29.67	\$ 148.35	\$ 27.12	\$ 135.60
\$ 6,906.90		\$ 9,033.40		\$ 6,769.85
	ROMAC		ROMAC	
\$ 475.65	\$ 93.20	\$ 466.00	\$ 93.19	\$ 465.95
\$ 2,724.25	\$ 106.76	\$ 2,669.00	\$ 112.09	\$ 2,802.25
\$ 2,021.55	\$ 132.04	\$ 1,980.60	\$ 132.03	\$ 1,980.45
\$ 417.48	\$ 136.34	\$ 409.02	\$ 136.33	\$ 408.99
\$ 584.10	\$ 116.22	\$ 581.10	\$ 120.81	\$ 604.05

\$ 808.55	\$ 160.58	\$ 802.90	\$ 166.93	\$ 834.65
\$ 1,096.80	\$ 218.24	\$ 1,091.20	\$ 226.86	\$ 1,134.30
\$ 94.00	\$ 18.41	\$ 92.05	\$ 18.41	\$ 92.05
<b>\$ 8,222.38</b>		<b>\$ 8,091.87</b>		<b>\$ 8,322.69</b>
	FORD		FORD	
\$ 336.90	\$ 11.37	\$ 341.10	\$ 11.36	\$ 340.80
\$ -		\$ -		\$ -
\$ 155.20	\$ 31.15	\$ 155.75	\$ 31.78	\$ 158.90
\$ -		\$ -		\$ -
\$ 678.30	\$ 45.39	\$ 680.85	\$ 45.80	\$ 687.00
\$ -		\$ -		\$ -
\$ 611.40	\$ 10.10	\$ 606.00	\$ 10.15	\$ 609.00
\$ -		\$ -		\$ -
\$ 2,365.00	\$ 47.44	\$ 2,372.00	\$ 47.44	\$ 2,372.00
\$ -		\$ -		\$ -
\$ 8,997.00	\$ 30.99	\$ 9,297.00	\$ 30.98	\$ 9,294.00
\$ -		\$ -		\$ -
\$ 394.70	\$ 40.74	\$ 407.40	\$ 41.15	\$ 411.50
\$ -		\$ -		\$ -
\$ 21,688.50	\$ 151.04	\$ 22,656.00	\$ 149.99	\$ 22,498.50
\$ -		\$ -		\$ -
\$ 4,172.00	\$ 42.41	\$ 4,241.00	\$ 42.75	\$ 4,275.00
\$ -		\$ -		\$ -
\$ 31,350.00	\$ 63.76	\$ 31,880.00	\$ 63.44	\$ 31,720.00
\$ -		\$ -		\$ -
\$ 33,977.60	\$ 214.50	\$ 34,320.00	\$ 213.50	\$ 34,160.00
\$ -		\$ -		\$ -
\$ 9,703.20	\$ 37.24	\$ 9,682.40	\$ 37.40	\$ 9,724.00
\$ -		\$ -		\$ -
\$ 6,991.60	\$ 173.20	\$ 6,928.00	\$ 173.20	\$ 6,928.00
\$ -		\$ -		\$ -
\$ 98.80	\$ 10.51	\$ 105.10	\$ 10.62	\$ 106.20
\$ -		\$ -		\$ -
\$ 21,765.00	\$ 72.81	\$ 21,843.00	\$ 72.70	\$ 21,810.00



\$ -		\$ -		\$ -
\$ 880.80	\$ 13.62	\$ 817.20	\$ 13.76	\$ 825.60
\$ -		\$ -		\$ -
\$ 441.00	\$ 22.21	\$ 444.20	\$ 22.45	\$ 449.00
\$ -		\$ -		\$ -
\$ 712.50	\$ 15.11	\$ 755.50	\$ 15.18	\$ 759.00
\$ -		\$ -		\$ -
\$ 7,539.60	\$ 126.11	\$ 7,566.60	\$ 126.10	\$ 7,566.00
<b>\$ 152,859.10</b>		<b>\$ 155,099.10</b>		<b>\$ 154,694.50</b>
	ROMAC		ROMAC	
\$ 102.55	\$ 20.09	\$ 100.45	\$ 20.09	\$ 100.45
\$ -		\$ -		\$ -
\$ 158.04	\$ 154.04	\$ 154.04	\$ 154.02	\$ 154.02
\$ -		\$ -		\$ -
\$ 276.20	\$ 53.83	\$ 269.15	\$ 53.83	\$ 269.15
\$ -		\$ -		\$ -
\$ 1,202.88	\$ 73.27	\$ 1,172.32	\$ 73.26	\$ 1,172.16
<b>\$ 1,739.67</b>		<b>\$ 1,695.96</b>		<b>\$ 1,695.78</b>
\$ 227.50	\$ 45.50	\$ 227.50	\$ 46.50	\$ 232.50
\$ -		\$ -		\$ -
\$ 309.00	\$ 61.88	\$ 309.40	\$ 62.88	\$ 314.40
\$ -		\$ -		\$ -
\$ 621.00	\$ 124.21	\$ 621.05	\$ 125.22	\$ 626.10
\$ -		\$ -		\$ -
\$ 1,324.00	\$ 132.40	\$ 1,324.00	\$ 133.41	\$ 1,334.10
\$ -		\$ -		\$ -
\$ 147.50	\$ 29.57	\$ 147.85	\$ 30.58	\$ 152.90
\$ -		\$ -		\$ -
\$ 477.00	\$ 47.77	\$ 477.70	\$ 48.78	\$ 487.80
\$ -		\$ -		\$ -
\$ 348.00	\$ 69.61	\$ 348.05	\$ 70.62	\$ 353.10
\$ -		\$ -		\$ -
\$ 1,515.00	\$ 151.51	\$ 1,515.10	\$ 142.96	\$ 1,429.60
\$ -		\$ -		\$ -
\$ 179.50	\$ 35.94	\$ 179.70	\$ 36.95	\$ 184.75

\$ -		\$ -		\$ -
\$ 587.00	\$ 58.69	\$ 586.90	\$ 59.70	\$ 597.00
\$ -		\$ -		\$ -
\$ 855.00	\$ 85.54	\$ 855.40	\$ 86.54	\$ 865.40
\$ -		\$ -		\$ -
\$ 257.00	\$ 51.41	\$ 257.05	\$ 52.42	\$ 262.10
\$ -		\$ -		\$ -
\$ 539.10	\$ 179.72	\$ 539.16	\$ 180.73	\$ 542.19
\$ -		\$ -		\$ -
\$ 507.00	\$ 101.46	\$ 507.30	\$ 107.02	\$ 535.10
\$ -		\$ -		\$ -
\$ 169.00	\$ 169.26	\$ 169.26	\$ 170.26	\$ 170.26
\$ -		\$ -		\$ -
\$ 382.00	\$ 38.22	\$ 382.20	\$ 39.22	\$ 392.20
\$ -		\$ -		\$ -
\$ 345.00	\$ 60.00	\$ 300.00	\$ 69.00	\$ 345.00
\$ -		\$ -		\$ -
\$ 489.00	\$ 150.00	\$ 450.00	\$ 168.00	\$ 504.00
\$ -		\$ -		\$ -
\$ 1,005.00	\$ 181.00	\$ 905.00	\$ 201.00	\$ 1,005.00
\$ -		\$ -		\$ -
\$ 615.00	\$ 110.00	\$ 550.00	\$ 124.00	\$ 620.00
\$ -		\$ -		\$ -
\$ 1,415.00	\$ 258.00	\$ 1,290.00	\$ 282.00	\$ 1,410.00
\$ -		\$ -		\$ -
\$ 370.00	\$ 340.00	\$ 340.00	\$ 369.00	\$ 369.00
\$ -		\$ -		\$ -
\$ 682.00	\$ 34.12	\$ 682.40	\$ 35.13	\$ 702.60
\$ -		\$ -		\$ -
\$ 1,182.50	\$ 47.32	\$ 1,183.00	\$ 48.32	\$ 1,208.00
\$ -		\$ -		\$ -
\$ 714.00	\$ 71.43	\$ 714.30	\$ 72.44	\$ 724.40
\$ -		\$ -		\$ -
\$ 795.00	\$ 159.25	\$ 796.25	\$ 160.25	\$ 801.25
\$ -		\$ -		\$ -
\$ 248.00	\$ 49.59	\$ 247.95	\$ 50.60	\$ 253.00
\$ -		\$ -		\$ -

\$ 394.00	\$ 197.01	\$ 394.02	\$ 198.02	\$ 396.04
\$ -		\$ -		\$ -
\$ 245.50	\$ 49.14	\$ 245.70	\$ 50.14	\$ 250.70
\$ -		\$ -		\$ -
\$ 181.00	\$ 90.54	\$ 181.08	\$ 91.55	\$ 183.10
\$ -		\$ -		\$ -
\$ 91.00	\$ 45.50	\$ 91.00	\$ 46.50	\$ 93.00
\$ -		\$ -		\$ -
\$ 232.00	\$ 116.02	\$ 232.04	\$ 117.03	\$ 234.06
\$ -		\$ -		\$ -
\$ 156.00	\$ 63.70	\$ 191.10	\$ 79.26	\$ 237.78
\$ -		\$ -		\$ -
\$ 868.00	\$ 99.84	\$ 698.88	\$ 126.13	\$ 882.91
\$ -		\$ -		\$ -
\$ 317.20	\$ 127.64	\$ 255.28	\$ 184.82	\$ 369.64
\$ -		\$ -		\$ -
\$ 40.00	\$ 40.04	\$ 40.04	\$ 41.04	\$ 41.04
\$ -		\$ -		\$ -
\$ 51.80	\$ 51.87	\$ 51.87	\$ 52.87	\$ 52.87
\$ -		\$ -		\$ -
\$ 94.10	\$ 94.18	\$ 94.18	\$ 95.19	\$ 95.19
\$ -		\$ -		\$ -
\$ 424.00	\$ 106.01	\$ 424.04	\$ 100.19	\$ 400.76
\$ -		\$ -		\$ -
\$ 159.00	\$ 31.85	\$ 159.25	\$ 32.85	\$ 164.25
\$ -		\$ -		\$ -
\$ 530.00	\$ 53.23	\$ 532.30	\$ 54.24	\$ 542.40
\$ -		\$ -		\$ -
\$ 3,041.50	\$ 86.90	\$ 3,041.50	\$ 87.91	\$ 3,076.85
\$ -		\$ -		\$ -
\$ 516.00	\$ 103.28	\$ 516.40	\$ 104.29	\$ 521.45
\$ -		\$ -		\$ -
\$ 5,157.60	\$ 139.68	\$ 5,866.56	\$ 140.69	\$ 5,908.98
\$ -		\$ -		\$ -
\$ 1,708.50	\$ 341.70	\$ 1,708.50	\$ 342.71	\$ 1,713.55
\$ -		\$ -		\$ -
\$ 456.00	\$ 160.29	\$ 480.87	\$ 121.12	\$ 363.36

\$ -		\$ -		\$ -
\$ 434.00	\$ 228.79	\$ 457.58	\$ 118.39	\$ 236.78
\$ -		\$ -		\$ -
\$ 869.70	\$ 305.51	\$ 916.53	\$ 156.16	\$ 468.48
\$ -		\$ -		\$ -
\$ 255.60	\$ 127.85	\$ 255.70	\$ 128.86	\$ 257.72
\$ -		\$ -		\$ -
\$ 319.40	\$ 159.70	\$ 319.40	\$ 160.71	\$ 321.42
\$ -		\$ -		\$ -
\$ 862.00	\$ 172.44	\$ 862.20	\$ 173.45	\$ 867.25
\$ -		\$ -		\$ -
\$ 1,724.00	\$ 172.44	\$ 1,724.40	\$ 173.45	\$ 1,734.50
\$ -		\$ -		\$ -
\$ 397.60	\$ 198.83	\$ 397.66	\$ 199.84	\$ 399.68
\$ -		\$ -		\$ -
\$ 158.80	\$ 158.79	\$ 158.79	\$ 159.80	\$ 159.80
<b>\$ 35,989.40</b>		<b>\$ 36,203.39</b>		<b>\$ 36,395.31</b>
\$ 145.00	\$ 8.41	\$ 168.20	\$ 7.46	\$ 149.20
\$ -		\$ -		\$ -
\$ 53.00	\$ 6.19	\$ 61.90	\$ 5.49	\$ 54.90
\$ -		\$ -		\$ -
\$ 45.00	\$ 5.33	\$ 53.30	\$ 4.73	\$ 47.30
\$ -		\$ -		\$ -
\$ 119.00	\$ 13.89	\$ 138.90	\$ 12.33	\$ 123.30
\$ -		\$ -		\$ -
\$ 120.00	\$ 2.37	\$ 142.20	\$ 2.10	\$ 126.00
\$ -		\$ -		\$ -
\$ 37.50	\$ 4.39	\$ 43.90	\$ 3.88	\$ 38.80
\$ -		\$ -		\$ -
\$ 36.00	\$ 4.24	\$ 42.40	\$ 3.76	\$ 37.60
\$ -		\$ -		\$ -
\$ 47.50	\$ 5.67	\$ 56.70	\$ 5.02	\$ 50.20
\$ -		\$ -		\$ -
\$ 862.50	\$ 20.15	\$ 1,007.50	\$ 17.89	\$ 894.50
\$ -		\$ -		\$ -
\$ 91.00	\$ 11.95	\$ 119.50	\$ 9.45	\$ 94.50

\$ -		\$ -		\$ -
\$ 115.00	\$ 14.97	\$ 149.70	\$ 11.85	\$ 118.50
\$ -		\$ -		\$ -
\$ 9.40	\$ 1.25	\$ 12.50	\$ 0.95	\$ 9.50
\$ -		\$ -		\$ -
\$ 9.70	\$ 1.31	\$ 13.10	\$ 0.98	\$ 9.80
\$ -		\$ -		\$ -
\$ 4.85	\$ 1.39	\$ 6.95	\$ 0.98	\$ 4.90
\$ -		\$ -		\$ -
\$ 5.75	\$ 1.66	\$ 8.30	\$ 1.18	\$ 5.90
\$ -		\$ -		\$ -
\$ 5.75	\$ 1.66	\$ 8.30	\$ 1.18	\$ 5.90
\$ -		\$ -		\$ -
\$ 14.00	\$ 2.21	\$ 22.10	\$ 1.44	\$ 14.40
\$ -		\$ -		\$ -
\$ 60.00	\$ 1.61	\$ 80.50	\$ 1.23	\$ 61.50
\$ -		\$ -		\$ -
\$ 33.75	\$ 1.78	\$ 44.50	\$ 1.37	\$ 34.25
\$ -		\$ -		\$ -
\$ 40.50	\$ 1.78	\$ 53.40	\$ 1.37	\$ 41.10
\$ -		\$ -		\$ -
\$ 35.00	\$ 2.33	\$ 46.60	\$ 1.78	\$ 35.60
\$ -		\$ -		\$ -
\$ 35.00	\$ 2.33	\$ 46.60	\$ 1.78	\$ 35.60
\$ -		\$ -		\$ -
\$ 21.00	\$ 2.75	\$ 27.50	\$ 2.10	\$ 21.00
\$ -		\$ -		\$ -
\$ 24.50	\$ 3.22	\$ 32.20	\$ 2.47	\$ 24.70
\$ -		\$ -		\$ -
\$ 29.00	\$ 3.83	\$ 38.30	\$ 2.93	\$ 29.30
\$ -		\$ -		\$ -
\$ 14.50	\$ 3.83	\$ 19.15	\$ 2.93	\$ 14.65
\$ -		\$ -		\$ -
\$ 34.00	\$ 4.49	\$ 44.90	\$ 3.45	\$ 34.50
\$ -		\$ -		\$ -
\$ 60.00	\$ 7.88	\$ 78.80	\$ 6.07	\$ 60.70
\$ -		\$ -		\$ -

\$ 270.00	\$ 4.00	\$ 240.00	\$ 1.60	\$ 96.00
\$ -		\$ -		\$ -
\$ 98.00	\$ 4.90	\$ 98.00	\$ 2.72	\$ 54.40
\$ -		\$ -		\$ -
\$ 48.00	\$ 2.86	\$ 57.20	\$ 2.53	\$ 50.60
\$ -		\$ -		\$ -
\$ 48.00	\$ 2.86	\$ 57.20	\$ 2.54	\$ 50.80
\$ -		\$ -		\$ -
\$ 82.00	\$ 4.78	\$ 95.60	\$ 4.23	\$ 84.60
\$ -		\$ -		\$ -
\$ 276.00	\$ 8.02	\$ 320.80	\$ 7.11	\$ 284.40
\$ 35.00	\$ 4.12	\$ 41.20	\$ 3.65	\$ 36.50
\$ -		\$ -		\$ -
\$ 95.00	\$ 22.08	\$ 110.40	\$ 19.60	\$ 98.00
\$ -		\$ -		\$ -
\$ 91.25	\$ 21.36	\$ 106.80	\$ 18.96	\$ 94.80
\$ -		\$ -		\$ -
\$ 43.75	\$ 10.22	\$ 51.10	\$ 9.05	\$ 45.25
<b>\$ 3,195.20</b>		<b>\$ 3,746.20</b>		<b>\$ 3,073.45</b>
\$ 2,650.00	\$ 26.80	\$ 2,680.00	\$ 26.50	\$ 2,650.00
\$ -		\$ -		\$ -
\$ 9,750.00	\$ 33.34	\$ 10,002.00	\$ 32.55	\$ 9,765.00
\$ -		\$ -		\$ -
\$ 4,439.00	\$ 45.24	\$ 4,524.00	\$ 44.80	\$ 4,480.00
\$ -		\$ -		\$ -
\$ 21,140.00	\$ 86.66	\$ 21,665.00	\$ 85.75	\$ 21,437.50
\$ -		\$ -		\$ -
\$ 7,725.20	\$ 198.58	\$ 7,943.20	\$ 194.55	\$ 7,782.00
			US PIPE	
\$ 417.30	NO BID	NO BID	\$ 35.40	\$ 354.00
\$ -		\$ -		\$ -
\$ 547.00	NO BID	NO BID	\$ 50.35	\$ 503.50
\$ -		\$ -		\$ -

\$ 5,378.50	NO BID	NO BID	\$ 99.75	\$ 4,987.50
\$ -		\$ -		\$ -
\$ 516.40	\$ 52.21	\$ 522.10	\$ 51.70	\$ 517.00
\$ -		\$ -		\$ -
\$ 316.45	\$ 64.22	\$ 321.10	\$ 63.60	\$ 318.00
\$ -		\$ -		\$ -
\$ 1,302.40	\$ 133.24	\$ 1,332.40	\$ 131.90	\$ 1,319.00
\$ -		\$ -		\$ -
\$ 1,966.00	\$ 404.34	\$ 2,021.70	\$ 396.12	\$ 1,980.60
\$ -		\$ -		\$ -
\$ 17.50	\$ 2.75	\$ 27.50	\$ 2.20	\$ 22.00
\$ -		\$ -		\$ -
\$ 36.40	\$ 5.59	\$ 55.90	\$ 4.60	\$ 46.00
\$ -		\$ -		\$ -
\$ 220.80	\$ 9.05	\$ 362.00	\$ 6.45	\$ 258.00
\$ -		\$ -		\$ -
\$ 161.80	\$ 18.95	\$ 189.50	\$ 16.60	\$ 166.00
\$ -		\$ -		\$ -
\$ 90.72	\$ 83.23	\$ 249.69	\$ 32.00	\$ 96.00
<b>\$ 56,675.47</b>		<b>\$ 51,896.09</b>		<b>\$ 56,682.10</b>
\$ 40,200.00	\$ 3.17	\$ 47,550.00	\$ 2.89	\$ 43,350.00
\$ -		\$ -		\$ -
\$ 99,936.00	\$ 4.06	\$ 116,928.00	\$ 3.76	\$ 108,288.00
<b>\$ 140,136.00</b>		<b>\$ 164,478.00</b>		<b>\$ 151,638.00</b>
\$ 8,337.60	NO BID	NO BID	\$ 18.05	\$ 9,747.00
\$ -		\$ -		\$ -
\$ 5,427.00	NO BID	NO BID	\$ 10.90	\$ 5,886.00
\$ -		\$ -		\$ -
\$ 5,130.00	NO BID	NO BID	\$ 15.40	\$ 5,544.00
\$ -		\$ -		\$ -
\$ 3,403.80	NO BID	NO BID	\$ 20.48	\$ 3,686.40
\$ -		\$ -		\$ -
\$ 17,359.20	NO BID	NO BID	\$ 25.59	\$ 18,424.80
\$ 31,046.40	NO BID	NO BID	\$ 168.26	\$ 30,286.80

<b>\$ 70,704.00</b>		<b>NO BID</b>		<b>\$ 73,575.00</b>
\$ 1,540.00	\$ 1.15	\$ 1,610.00	\$ 0.33	\$ 462.00
<b>\$ 1,540.00</b>		<b>\$ 1,610.00</b>	<b>WITHDRAWN</b>	<b>\$ 462.00</b>
	ROMAC		ROMAC	
\$ 908.00	\$ 44.47	\$ 889.40	\$ 44.47	\$ 889.40
\$ -		\$ -		\$ -
\$ 1,339.20	\$ 43.73	\$ 1,311.90	\$ 43.73	\$ 1,311.90
\$ -		\$ -		\$ -
\$ 29,146.00	\$ 54.90	\$ 28,548.00	\$ 54.80	\$ 28,496.00
\$ -		\$ -		\$ -
\$ 623.20	\$ 61.06	\$ 610.60	\$ 61.05	\$ 610.50
\$ -		\$ -		\$ -
\$ 752.40	\$ 73.71	\$ 737.10	\$ 73.70	\$ 737.00
\$ -		\$ -		\$ -
\$ 11,440.50	\$ 74.72	\$ 11,208.00	\$ 74.71	\$ 11,206.50
\$ -		\$ -		\$ -
\$ 2,614.80	\$ 85.39	\$ 2,561.70	\$ 85.38	\$ 2,561.40
\$ -		\$ -		\$ -
\$ 6,062.40	\$ 148.49	\$ 5,939.60	\$ 148.48	\$ 5,939.20
<b>\$ 52,886.50</b>		<b>\$ 51,806.30</b>		<b>\$ 51,751.90</b>
\$ 1,224.06	\$ 408.10	\$ 1,224.30	\$ 464.43	\$ 1,393.29
\$ -		\$ -		\$ -
\$ 553.85	\$ 555.40	\$ 555.40	\$ 670.09	\$ 670.09
\$ -		\$ -		\$ -
\$ 1,649.10	\$ 828.84	\$ 1,657.68	\$ 888.15	\$ 1,776.30
<b>\$ 3,427.01</b>		<b>\$ 3,437.38</b>		<b>\$ 3,839.68</b>
	WATEROUS		KENNEDY/M&H	
\$ 1,441.40	\$ 417.94	\$ 2,089.70	\$ 326.85	\$ 1,634.25
\$ -		\$ -		\$ -
\$ 1,644.05	\$ 479.03	\$ 2,395.15	\$ 375.00	\$ 1,875.00
\$ -		\$ -		\$ -
\$ 2,394.90	\$ 622.11	\$ 3,110.55	\$ 560.00	\$ 2,800.00
\$ -		\$ -		\$ -



\$ 2,354.58	\$ 950.11	\$ 2,850.33	\$ 915.00	\$ 2,745.00
\$ -		\$ -		\$ -
\$ 5,055.60	\$ 367.32	\$ 5,509.80	\$ 386.97	\$ 5,804.55
\$ -		\$ -		\$ -
\$ 4,298.80	\$ 468.99	\$ 4,689.90	\$ 498.50	\$ 4,985.00
\$ -		\$ -		\$ -
\$ 3,423.30	\$ 746.36	\$ 3,731.80	\$ 786.52	\$ 3,932.60
\$ -		\$ -		\$ -
\$ 13,507.90	\$ 1,472.23	\$ 14,722.30	\$ 1,551.88	\$ 15,518.80
\$ -		\$ -		\$ -
\$ 2,149.40	\$ 468.99	\$ 2,344.95	\$ 493.80	\$ 2,469.00
\$ -		\$ -		\$ -
<b>\$ 36,269.93</b>		<b>\$ 41,444.48</b>		<b>\$ 41,764.20</b>
\$ 15,000.00	\$ 7,424.00	\$ 14,848.00	\$ 10,600.00	\$ 21,200.00
\$ -		\$ -		\$ -
\$ 7,500.00	\$ 7,424.00	\$ 7,424.00	\$ 10,600.00	\$ 10,600.00
<b>\$ 22,500.00</b>		<b>\$ 22,272.00</b>		<b>\$ 31,800.00</b>
\$ 1,647.00	\$ 267.00	\$ 1,335.00	\$ 272.00	\$ 1,360.00
\$ -		\$ -		\$ -
\$ 455.75	\$ 481.00	\$ 481.00	\$ 510.00	\$ 510.00
<b>\$ 2,102.75</b>		<b>\$ 1,816.00</b>		<b>\$ 1,870.00</b>
\$ 79,344.00	NO BID	NO BID	NO BID	NO BID
\$ -		\$ -		\$ -
\$ 311,859.10	NO BID	NO BID	NO BID	NO BID
<b>\$ 391,203.10</b>		<b>NO BID</b>		<b>NO BID</b>
\$ 230.00	\$ 2.23	\$ 223.00	\$ 1.75	\$ 175.00
<b>\$ 230.00</b>		<b>\$ 223.00</b>		<b>\$ 175.00</b>
\$ 34.00	\$ 3.99	\$ 79.80	\$ 6.99	\$ 139.80
<b>\$ 34.00</b>		<b>\$ 79.80</b>		<b>\$ 139.80</b>
<b>\$ 986,621.41</b>		<b>\$ 552,932.97</b>		<b>\$ 624,649.26</b>

\$ 86,822.68		\$ 48,658.10		\$ 54,969.13
\$ 1,073,444.09		\$ 601,591.07		\$ 679,618.39
	NO		NO	
TURNER TERMS	NO		NO	
	30 DAYS ARO		30 DAYS ARO	

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

03/05/2018

<u>Date Rec'd</u>	2/20/2018
<u>Clerk's File #</u>	OPR 2018-0126
<u>Renews #</u>	

<u>Submitting Dept</u>	ENGINEERING SERVICES	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	DAN BULLER 625-6391	<u>Project #</u>	2015054
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	BT
<u>Agenda Item Name</u>	0370 - LOW BID AWARD - MURPHY BROTHERS, INC.		

Agenda Wording

Low Bid of Murphy Brothers, Inc. (Spokane, WA) for Monroe Street 1-Indiana Avenue to Chelan Avenue-\$4,275,000.00. An administrative reserve of \$427,500.00, which is 10% of the contract price will be set aside.(Emerson Garfield Neighborhood Council)

Summary (Background)

On February 19, 2018 bids were opened for the above project. The low bid was from Murphy Brothers, Inc. in the amount of \$4,275,000.00, which is \$399,900.50 or 8.52% under the Engineer's Estimate. Four other bids were received as follows: Inland Asphalt Company - \$4,393,000.00, T LaRiviere Equipment & Excavation, Inc. - \$4,433,999.90, DW Excavating, Inc. - \$4,546,689.70 and Cameron-Reilly, LLC - \$4,675,575.00.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 2,280,584.23	# 3200 95086 95300 56501 21998
Expense	\$ 342,991.72	# 3200 95086 95300 56501 99999
Expense	\$ 1,288,092.19	# 3200 49828 95300 56501 86027
Expense	\$ 371,881.32	# 4250 98817 94000 56501 14390

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	Finance & Admin.
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	Engineering Admin	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	kgoodman@spokanecity.org	
<u>Additional Approvals</u>		dbuller@spokanecity.org	
<u>Purchasing</u>		mdoval@spokanecity.org	
		publicworksaccounting@spokanecity.org	
		htrautman@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense     \$ 451,620.06

Select     \$

Budget Account

# 4250 42300 94000 56501 14391

#

Distribution List


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

**Project Number:** 2015054

**Project Description** Monroe 1 - Indiana Ave to Chelan Ave

**Original Date** 1/25/2018 4:59:50 PM

**Funding Source** Federal

**Update Date** 2/19/2018 2:14:47 PM

**Preparer** Jonathan Adams

**Addendum**

<b>Project Number:</b> 2015054			<b>Engineer's Estimate</b>		Murphy Brothers Inc		Inland Asphalt Company		T LaRiviere Equipment & Excavation Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> Street Improvements					Sales tax shall be included in unit prices					
101	TRAINING	400 HR	100.00	40,000.00	2.00	800.00	5.00	2,000.00	11.00	4,400.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
103	SPCC PLAN	1 LS	*****	1,500.00	*****	1,000.00	*****	500.00	*****	5,510.00
104	POTHOLING	64 EA	250.00	16,000.00	230.00	14,720.00	104.00	6,656.00	400.00	25,600.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	50,000.00	*****	27,000.00	*****	11,000.00	*****	16,550.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	14 EA	500.00	7,000.00	600.00	8,400.00	495.00	6,930.00	650.00	9,100.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	650.00	*****	3,340.00	*****	660.00
108	TYPE B PROGRESS SCHEDULE	1 LS	*****	5,000.00	*****	5,000.00	*****	2,850.00	*****	2,210.00
109	INCENTIVE FOR EARLY COMPLETION	24 DA	2,500.00	60,000.00	2,500.00	60,000.00	2,500.00	60,000.00	2,500.00	60,000.00
110	MOBILIZATION	1 LS	*****	300,000.00	*****	207,205.00	*****	255,186.70	*****	140,900.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	80,000.00	*****	90,000.00	*****	177,000.00	*****	124,800.00
112	SPECIAL SIGNS	90 SF	20.00	1,800.00	16.00	1,440.00	15.65	1,408.50	17.00	1,530.00
113	SEQUENTIAL ARROW SIGN	4100 HR	5.00	20,500.00	2.00	8,200.00	2.00	8,200.00	1.70	6,970.00
114	PORTABLE CHANGEABLE MESSAGE SIGN	200 HR	7.00	1,400.00	8.00	1,600.00	7.00	1,400.00	17.00	3,400.00

<i>Project Number:</i> <b>2015054</b>			<i>Engineer's Estimate</i>		Murphy Brothers Inc		Inland Asphalt Company		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>	Street Improvements				Sales tax shall be included in unit prices					
115	TYPE III BARRICADE	12 EA	50.00	600.00	30.00	360.00	208.00	2,496.00	83.00	996.00
116	CLEARING AND GRUBBING	1 LS	*****	3,000.00	*****	6,000.00	*****	2,295.00	*****	18,450.00
117	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	2,000.00	*****	600.00	*****	525.00	*****	1,650.00
118	AIR OR HYDRO EVACUATION	2 EA	300.00	600.00	700.00	1,400.00	470.00	940.00	495.00	990.00
119	TREE PROTECTION ZONE	11 EA	200.00	2,200.00	400.00	4,400.00	390.00	4,290.00	415.00	4,565.00
120	REMOVE TREE, CLASS I	11 EA	200.00	2,200.00	250.00	2,750.00	240.00	2,640.00	250.00	2,750.00
121	REMOVE TREE, CLASS II	2 EA	800.00	1,600.00	475.00	950.00	470.00	940.00	495.00	990.00
122	TREE PRUNING	7 EA	500.00	3,500.00	200.00	1,400.00	190.00	1,330.00	195.00	1,365.00
123	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	15,000.00	*****	1,550.00	*****	9,220.00
124	REMOVE EXISTING CURB	6200 LF	10.00	62,000.00	11.00	68,200.00	8.35	51,770.00	6.00	37,200.00
125	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	6000 SY	12.00	72,000.00	14.00	84,000.00	10.25	61,500.00	9.20	55,200.00
126	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	27 EA	500.00	13,500.00	550.00	14,850.00	495.00	13,365.00	530.00	14,310.00
127	REMOVE EXISTING <12 IN DIAMETER PIPE	1050 LF	12.00	12,600.00	8.75	9,187.50	8.35	8,767.50	6.30	6,615.00
128	SAWCUTTING CURB	34 EA	35.00	1,190.00	30.00	1,020.00	26.00	884.00	28.00	952.00
129	SAWCUTTING RIGID PAVEMENT	8000 LFI	1.00	8,000.00	1.25	10,000.00	0.95	7,600.00	1.40	11,200.00
130	SAWCUTTING FLEXIBLE PAVEMENT	15000 LFI	0.40	6,000.00	0.50	7,500.00	0.30	4,500.00	1.10	16,500.00
131	REMOVE AND DISPOSE OF TROLLEY RAILS	2726 LF	20.00	54,520.00	9.00	24,534.00	7.30	19,899.80	15.00	40,890.00
132	ROADWAY EXCAVATION INCL. HAUL	8600 CY	30.00	258,000.00	25.00	215,000.00	33.50	288,100.00	16.00	137,600.00
133	REMOVE UNSUITABLE FOUNDATION MATERIAL	850 CY	30.00	25,500.00	8.00	6,800.00	0.10	85.00	21.00	17,850.00

<i>Project Number:</i> <b>2015054</b>			<i>Engineer's Estimate</i>		Murphy Brothers Inc		Inland Asphalt Company		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i>	Street Improvements				Sales tax shall be included in unit prices					
134	REPLACE UNSUITABLE FOUNDATION MATERIAL	850 CY	20.00	17,000.00	8.00	6,800.00	0.10	85.00	48.00	40,800.00
135	COMMON BORROW INCL. HAUL	100 CY	20.00	2,000.00	32.00	3,200.00	26.00	2,600.00	38.00	3,800.00
136	PREPARATION OF UNTREATED ROADWAY	16400 SY	2.00	32,800.00	1.75	28,700.00	1.85	30,340.00	1.30	21,320.00
137	CRUSHED SURFACING TOP COURSE	1450 CY	40.00	58,000.00	43.00	62,350.00	46.00	66,700.00	39.00	56,550.00
138	CRUSHED SURFACING BASE COURSE	3300 CY	35.00	115,500.00	41.00	135,300.00	40.00	132,000.00	39.00	128,700.00
139	CSTC FOR SIDEWALK AND DRIVEWAYS	420 CY	60.00	25,200.00	105.00	44,100.00	185.00	77,700.00	81.00	34,020.00
140	2 IN - 4 IN BASALT BALLAST	273 SY	15.00	4,095.00	13.00	3,549.00	11.85	3,235.05	18.00	4,914.00
141	ALLEY GRADING AND DUST CONTROL	4400 SY	5.00	22,000.00	4.00	17,600.00	3.10	13,640.00	2.70	11,880.00
142	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	3800 SY	16.00	60,800.00	22.00	83,600.00	23.00	87,400.00	27.00	102,600.00
143	HMA CL. 1/2 IN. PG 70-28, 9 INCH THICK	12600 SY	40.00	504,000.00	35.00	441,000.00	36.50	459,900.00	39.00	491,400.00
144	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	20 SY	35.00	700.00	35.00	700.00	45.00	900.00	165.00	3,300.00
145	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2_ INCH THICK	900 SY	35.00	31,500.00	35.00	31,500.00	36.00	32,400.00	14.00	12,600.00
146	PAVEMENT REPAIR EXCAVATION INCL. HAUL	20 SY	30.00	600.00	42.00	840.00	62.50	1,250.00	37.00	740.00
147	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
148	COMPACTION PRICE ADJUSTMENT	1 EST	11,200.00	11,200.00	11,200.00	11,200.00	11,200.00	11,200.00	11,200.00	11,200.00
149	LANDSCAPE CURB WALL	1285 LF	60.00	77,100.00	40.00	51,400.00	36.50	46,902.50	39.00	50,115.00
150	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	74 LF	30.00	2,220.00	32.00	2,368.00	31.30	2,316.20	35.00	2,590.00
151	MANHOLE TYPE I-48, BASIC PRICE	3 EA	3,500.00	10,500.00	2,750.00	8,250.00	3,800.00	11,400.00	3,200.00	9,600.00
152	MANHOLE TYPE II-60, BASIC PRICE	1 EA	5,000.00	5,000.00	5,500.00	5,500.00	5,630.00	5,630.00	6,400.00	6,400.00

<b>Project Number: 2015054</b>			<b>Engineer's Estimate</b>		Murphy Brothers Inc		Inland Asphalt Company		T LaRiviere Equipment & Excavation Inc	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> Street Improvements					Sales tax shall be included in unit prices					
153	CATCH BASIN TYPE 1	7 EA	2,500.00	17,500.00	2,250.00	15,750.00	2,815.00	19,705.00	1,930.00	13,510.00
154	Item Not Used	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
155	CATCH BASIN TYPE 3	35 EA	2,500.00	87,500.00	2,400.00	84,000.00	2,815.00	98,525.00	2,030.00	71,050.00
156	Item Not Used	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
157	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	3 EA	500.00	1,500.00	700.00	2,100.00	855.00	2,565.00	570.00	1,710.00
158	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	3 EA	500.00	1,500.00	800.00	2,400.00	886.00	2,658.00	610.00	1,830.00
159	VALVE BOX AND COVER	20 EA	400.00	8,000.00	500.00	10,000.00	540.00	10,800.00	460.00	9,200.00
160	CLEANING EXISTING DRAINAGE STRUCTURE	8 EA	300.00	2,400.00	300.00	2,400.00	190.00	1,520.00	495.00	3,960.00
161	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	18.00	360.00	32.00	640.00	0.10	2.00	21.00	420.00
162	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	25.00	500.00	50.00	1,000.00	0.10	2.00	48.00	960.00
163	IMPORTED BACKFILL	20 CY	20.00	400.00	34.00	680.00	26.00	520.00	56.00	1,120.00
164	TRENCH SAFETY SYSTEM	1 LS	*****	3,500.00	*****	6,500.00	*****	1,251.00	*****	550.00
165	CATCH BASIN SEWER PIPE 8 IN. DIAM.	1330 LF	30.00	39,900.00	40.00	53,200.00	30.10	40,033.00	35.00	46,550.00
166	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	900 LF	45.00	40,500.00	52.00	46,800.00	45.85	41,265.00	48.00	43,200.00
167	CATCH BASIN DUCTILE IRON SEWER PIPE 12 IN. DIAM.	80 LF	60.00	4,800.00	65.00	5,200.00	62.60	5,008.00	60.00	4,800.00
168	CONNECT 8 OR 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	15 EA	900.00	13,500.00	575.00	8,625.00	834.25	12,513.75	1,900.00	28,500.00
169	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	600.00	600.00	575.00	575.00	417.00	417.00	1,990.00	1,990.00
170	TEMPORARY PIPE PLUG AND CAP	29 EA	100.00	2,900.00	285.00	8,265.00	105.00	3,045.00	425.00	12,325.00



<i>Project Number:</i> <b>2015054</b>			<i>Engineer's Estimate</i>		Murphy Brothers Inc		Inland Asphalt Company		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
171	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	4,500.00	*****	2,875.00	*****	313.00	*****	2,210.00
172	CLEANING EXISTING SANITARY SEWER	9 EA	300.00	2,700.00	375.00	3,375.00	287.00	2,583.00	880.00	7,920.00
173	HYDRANT ASSEMBLY	6 EA	5,500.00	33,000.00	6,200.00	37,200.00	5,475.00	32,850.00	5,600.00	33,600.00
174	HYDRANT OFFSET ASSEMBLY	1 EA	5,500.00	5,500.00	6,200.00	6,200.00	5,475.00	5,475.00	6,020.00	6,020.00
175	TRENCH EXCAVATION FOR WATER SERVICE TAP	40 LF	30.00	1,200.00	15.50	620.00	21.00	840.00	25.00	1,000.00
176	ESC LEAD	1 LS	*****	1,500.00	*****	750.00	*****	2,850.00	*****	100,000.00
177	INLET PROTECTION	40 EA	90.00	3,600.00	50.00	2,000.00	94.00	3,760.00	220.00	8,800.00
178	STREET CLEANING	240 HR	150.00	36,000.00	150.00	36,000.00	172.00	41,280.00	140.00	33,600.00
179	TOPSOIL TYPE A, 18 INCH THICK	305 SY	30.00	9,150.00	32.00	9,760.00	29.20	8,906.00	34.00	10,370.00
180	PSIPE 2 INCH CALIPER SHADE TREE	70 EA	500.00	35,000.00	420.00	29,400.00	470.00	32,900.00	440.00	30,800.00
181	PSIPE 5 GAL SHRUB	267 EA	75.00	20,025.00	63.00	16,821.00	56.00	14,952.00	66.00	17,622.00
182	PSIPE 2 GAL SHRUB	404 EA	45.00	18,180.00	45.00	18,180.00	43.00	17,372.00	49.00	19,796.00
183	PSIPE 1 GAL GROUND COVER	378 EA	14.00	5,292.00	24.00	9,072.00	27.00	10,206.00	25.00	9,450.00
184	PSIPE 4 IN PERENNIAL	785 EA	11.00	8,635.00	11.00	8,635.00	12.50	9,812.50	12.00	9,420.00
185	WEED SPRAYING AND CONTROL	2 EA	3,000.00	6,000.00	1,050.00	2,100.00	782.00	1,564.00	1,100.00	2,200.00
186	LANDSCAPE BOULDER	40 EA	100.00	4,000.00	130.00	5,200.00	79.00	3,160.00	140.00	5,600.00
187	HYDROSEEDING	60 SY	9.00	540.00	10.50	630.00	19.00	1,140.00	180.00	10,800.00
188	SOD INSTALLATION	160 SY	12.00	1,920.00	12.50	2,000.00	13.00	2,080.00	90.00	14,400.00
189	IRRIGATION SYSTEM	1 LS	*****	170,000.00	*****	105,000.00	*****	59,000.00	*****	111,300.00

<i>Project Number:</i> <b>2015054</b>			<i>Engineer's Estimate</i>		Murphy Brothers Inc		Inland Asphalt Company		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
190	IRRIGATION SYSTEM - LIGHT POLES	1 LS	*****	70,000.00	*****	9,500.00	*****	35,768.00	*****	9,920.00
191	4 IN. PVC IRRIGATION SLEEVE	1950 LF	14.00	27,300.00	9.25	18,037.50	7.50	14,625.00	9.70	18,915.00
192	4 IN. DUCTILE IRON IRRIGATION SLEEVE	1430 LF	35.00	50,050.00	31.50	45,045.00	24.00	34,320.00	33.00	47,190.00
193	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES, 2525 N MONROE	1 LS	*****	1,000.00	*****	1,100.00	*****	1,250.00	*****	1,100.00
194	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES, 2706 N MONROE	1 LS	*****	1,000.00	*****	1,100.00	*****	1,250.00	*****	1,100.00
195	CEMENT CONCRETE CURB	1050 LF	15.00	15,750.00	31.00	32,550.00	28.00	29,400.00	30.00	31,500.00
196	CEMENT CONC. CURB AND GUTTER	5600 LF	20.00	112,000.00	18.50	103,600.00	17.00	95,200.00	18.00	100,800.00
197	TREE WELL	45 EA	500.00	22,500.00	290.00	13,050.00	261.00	11,745.00	275.00	12,375.00
198	TREE GRATE	45 EA	1,400.00	63,000.00	2,500.00	112,500.00	2,200.00	99,000.00	2,320.00	104,400.00
199	CEMENT CONCRETE DRIVEWAY	1200 SY	50.00	60,000.00	58.00	69,600.00	52.00	62,400.00	55.00	66,000.00
200	CEMENT CONCRETE DRIVEWAY TRANSITION	55 SY	50.00	2,750.00	58.00	3,190.00	52.00	2,860.00	55.00	3,025.00
201	CHANNELIZING DEVICES	34 EA	75.00	2,550.00	225.00	7,650.00	233.60	7,942.40	235.00	7,990.00
202	MODIFY FENCING	1 LS	*****	5,000.00	*****	7,500.00	*****	4,880.00	*****	6,460.00
203	MONUMENT FRAME AND COVER	14 EA	550.00	7,700.00	500.00	7,000.00	455.00	6,370.00	390.00	5,460.00
204	CEMENT CONC. SIDEWALK	6500 SY	35.00	227,500.00	45.00	292,500.00	39.75	258,375.00	42.00	273,000.00
205	STAMPED CONCRETE STREET NAME	64 EA	150.00	9,600.00	225.00	14,400.00	234.60	15,014.40	250.00	16,000.00
206	RAMP DETECTABLE WARNING	712 SF	22.00	15,664.00	22.00	15,664.00	21.00	14,952.00	22.00	15,664.00
207	ILLUMINATION CONDUIT SYSTEM, MONTGOMERY	1 LS	*****	90,000.00	*****	85,000.00	*****	83,804.00	*****	70,000.00

<i>Project Number:</i> <b>2015054</b>			<i>Engineer's Estimate</i>		Murphy Brothers Inc		Inland Asphalt Company		T LaRiviere Equipment & Excavation Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
208	ILLUMINATION SYSTEM, MONTGOMERY	1 LS	*****	340,000.00	*****	290,000.00	*****	296,155.00	*****	329,200.00
209	ILLUMINATION CONDUIT SYSTEM, CHELAN PH 1	1 LS	*****	45,000.00	*****	37,500.00	*****	37,400.00	*****	37,100.00
210	ILLUMINATION SYSTEM, CHELAN PH 1	1 LS	*****	190,000.00	*****	160,000.00	*****	164,240.00	*****	177,000.00
211	PEDESTRIAN CROSSING BEACON SYSTEM	1 LS	*****	15,000.00	*****	16,500.00	*****	16,660.00	*****	19,300.00
212	TEMPORARY INTERSECTION LIGHTING SYSTEM	1 LS	*****	140,000.00	*****	40,000.00	*****	40,405.00	*****	22,050.00
213	REMOVE EXISTING SIGNAL SYSTEM	1 LS	*****	3,500.00	*****	7,500.00	*****	7,440.00	*****	9,870.00
214	SIGNING, PERMANENT	1 LS	*****	22,000.00	*****	15,000.00	*****	14,000.00	*****	88,000.00
215	SPECIAL BUSINESS SIGNING	600 SF	20.00	12,000.00	30.00	18,000.00	26.00	15,600.00	52.00	31,200.00
216	REMOVAL OF EXISTING PAVEMENT MARKINGS	355 SF	4.50	1,597.50	4.50	1,597.50	4.00	1,420.00	4.40	1,562.00
217	PAVEMENT MARKING - DURABLE HEAT APPLIED	640 SF	10.00	6,400.00	8.50	5,440.00	9.00	5,760.00	8.80	5,632.00
218	PAVEMENT MARKING - DURABLE INLAY TAPE	1231 SF	10.00	12,310.00	9.00	11,079.00	8.50	10,463.50	8.80	10,832.80
219	PAVEMENT MARKING - PAINT	757 SF	1.00	757.00	3.50	2,649.50	1.60	1,211.20	3.30	2,498.10
220	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	6 EA	200.00	1,200.00	225.00	1,350.00	127.00	762.00	225.00	1,350.00
221	TEMPORARY PAVEMENT MARKING	1 LS	*****	500.00	*****	2,250.00	*****	1,565.00	*****	5,510.00
222	CEMENT CONCRETE STEPS	4 EA	500.00	2,000.00	550.00	2,200.00	525.00	2,100.00	550.00	2,200.00
223	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	204 LF	45.00	9,180.00	29.00	5,916.00	26.00	5,304.00	28.00	5,712.00
224	PERVIOUS CONCRETE PAVEMENT - 4 IN. THICK	440 SY	50.00	22,000.00	150.00	66,000.00	255.00	112,200.00	145.00	63,800.00
225	CURB KNOB	430 EA	15.00	6,450.00	34.50	14,835.00	31.30	13,459.00	33.00	14,190.00
226	BIKE RACK	5 EA	400.00	2,000.00	1,350.00	6,750.00	1,355.00	6,775.00	1,430.00	7,150.00

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<b>Schedule Description</b>					<b>Tax Classification</b>					
<b>Schedule 01</b> Street Improvements					Sales tax shall be included in unit prices					
227	CEMENT CONCRETE DRIVEWAY - HIGH EARLY STRENGTH	150 SY	115.00	17,250.00	69.00	10,350.00	62.50	9,375.00	66.00	9,900.00
228	CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY STRENGTH	25 SY	115.00	2,875.00	69.00	1,725.00	62.50	1,562.50	66.00	1,650.00
<b>Schedule Totals</b>				4,327,910.50		3,937,505.00		4,029,433.50		4,086,640.90

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<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> Water Improvements					Sales tax shall NOT be included in unit prices					
301	POTHOLING	32 EA	250.00	8,000.00	230.00	7,360.00	104.00	3,328.00	400.00	12,800.00
302	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	500.00	1,000.00	535.00	1,070.00	495.00	990.00	530.00	1,060.00
303	REMOVE EXISTING <12 IN. DIAMETER PIPE	350 LF	12.00	4,200.00	8.75	3,062.50	7.80	2,730.00	6.30	2,205.00
304	REMOVE EXISTING >12 IN. TO <30 IN. DIAMETER PIPE	1370 LF	30.00	41,100.00	8.75	11,987.50	9.40	12,878.00	9.70	13,289.00
305	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	130 SY	35.00	4,550.00	35.00	4,550.00	45.00	5,850.00	48.00	6,240.00
306	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 9 INCH THICK	35 SY	90.00	3,150.00	85.00	2,975.00	115.00	4,025.00	250.00	8,750.00
307	PAVEMENT REPAIR EXCAVATION INCL. HAUL	165 SY	30.00	4,950.00	34.00	5,610.00	62.50	10,312.50	35.00	5,775.00
308	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	500.00	500.00	795.00	795.00	850.00	850.00	1,700.00	1,700.00
309	VALVE BOX AND COVER	13 EA	400.00	5,200.00	520.00	6,760.00	545.00	7,085.00	460.00	5,980.00
310	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	30 CY	18.00	540.00	27.50	825.00	0.10	3.00	21.00	630.00
311	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	30 CY	25.00	750.00	50.00	1,500.00	0.10	3.00	48.00	1,440.00
312	IMPORTED BACKFILL	30 CY	20.00	600.00	35.00	1,050.00	26.00	780.00	56.00	1,680.00
313	TRENCH SAFETY SYSTEM	1 LS	*****	3,500.00	*****	2,875.00	*****	1,250.00	*****	1,650.00
314	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	4,500.00	*****	1,750.00	*****	200.00	*****	5,510.00
315	ENCASE WATER/SEWER AT CROSSINGS	7 EA	500.00	3,500.00	1,725.00	12,075.00	1,668.00	11,676.00	1,280.00	8,960.00
316	DI PIPE FOR WATER MAIN 6 IN. DIAM.	800 LF	50.00	40,000.00	60.00	48,000.00	68.30	54,640.00	64.00	51,200.00
317	DI PIPE FOR WATER MAIN 12 IN. DIAM.	220 LF	65.00	14,300.00	85.00	18,700.00	84.50	18,590.00	80.00	17,600.00
318	DI PIPE FOR WATER MAIN 18 IN. DIAM.	1370 LF	105.00	143,850.00	100.00	137,000.00	121.50	166,455.00	110.00	150,700.00

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<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule</i> <b>03</b>	Water Improvements				Sales tax shall NOT be included in unit prices					
319	GATE VALVE 6 IN.	13 EA	1,800.00	23,400.00	1,150.00	14,950.00	1,428.00	18,564.00	1,150.00	14,950.00
320	GATE VALVE 12 IN.	2 EA	3,000.00	6,000.00	3,100.00	6,200.00	3,395.00	6,790.00	3,310.00	6,620.00
321	TRENCH EXCAVATION FOR WATER SERVICE TAP	150 LF	30.00	4,500.00	15.00	2,250.00	21.00	3,150.00	25.00	3,750.00
322	EXISTING PIPE JOINT RESTRAINT	32 EA	500.00	16,000.00	725.00	23,200.00	516.00	16,512.00	405.00	12,960.00
323	BLOWOFF ASSEMBLY (Y-103)	3 EA	4,000.00	12,000.00	7,500.00	22,500.00	5,425.00	16,275.00	3,720.00	11,160.00
324	TRENCH EXCAVATION FOR BLOWOFF PIPING	30 LF	30.00	900.00	15.00	450.00	21.00	630.00	25.00	750.00
<i>Schedule Totals</i>				346,990.00		337,495.00		363,566.50		347,359.00

<i>Project Number:</i> <b>2015054</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Cameron-Reilly			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
101	TRAINING	400 HR	100.00	40,000.00	4.20	1,680.00	5.00	2,000.00	0.00	0.00
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	0.00	0.00
103	SPCC PLAN	1 LS	*****	1,500.00	*****	1,400.00	*****	750.00	*****	0.00
104	POTHOLING	64 EA	250.00	16,000.00	342.00	21,888.00	250.00	16,000.00	0.00	0.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	50,000.00	*****	800.00	*****	12,000.00	*****	0.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	14 EA	500.00	7,000.00	700.00	9,800.00	550.00	7,700.00	0.00	0.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	700.00	*****	4,000.00	*****	0.00
108	TYPE B PROGRESS SCHEDULE	1 LS	*****	5,000.00	*****	4,150.00	*****	2,500.00	*****	0.00
109	INCENTIVE FOR EARLY COMPLETION	24 DA	2,500.00	60,000.00	2,500.00	60,000.00	2,500.00	60,000.00	0.00	0.00
110	MOBILIZATION	1 LS	*****	300,000.00	*****	207,500.00	*****	249,254.00	*****	0.00
111	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	80,000.00	*****	160,000.00	*****	185,000.00	*****	0.00
112	SPECIAL SIGNS	90 SF	20.00	1,800.00	14.00	1,260.00	20.00	1,800.00	0.00	0.00
113	SEQUENTIAL ARROW SIGN	4100 HR	5.00	20,500.00	2.15	8,815.00	2.00	8,200.00	0.00	0.00
114	PORTABLE CHANGEABLE MESSAGE SIGN	200 HR	7.00	1,400.00	429.72	85,944.00	3.50	700.00	0.00	0.00
115	TYPE III BARRICADE	12 EA	50.00	600.00	575.00	6,900.00	100.00	1,200.00	0.00	0.00
116	CLEARING AND GRUBBING	1 LS	*****	3,000.00	*****	1,550.00	*****	7,500.00	*****	0.00
117	MATERIAL ON HAND, TREE PROTECTION	1 LS	*****	2,000.00	*****	700.00	*****	750.00	*****	0.00
118	AIR OR HYDRO EVACUATION	2 EA	300.00	600.00	743.00	1,486.00	500.00	1,000.00	0.00	0.00
119	TREE PROTECTION ZONE	11 EA	200.00	2,200.00	430.00	4,730.00	625.00	6,875.00	0.00	0.00

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<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
120	REMOVE TREE, CLASS I	11 EA	200.00	2,200.00	260.00	2,860.00	350.00	3,850.00	0.00	0.00
121	REMOVE TREE, CLASS II	2 EA	800.00	1,600.00	515.00	1,030.00	600.00	1,200.00	0.00	0.00
122	TREE PRUNING	7 EA	500.00	3,500.00	200.00	1,400.00	350.00	2,450.00	0.00	0.00
123	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	3,900.00	*****	3,000.00	*****	0.00
124	REMOVE EXISTING CURB	6200 LF	10.00	62,000.00	4.04	25,048.00	10.00	62,000.00	0.00	0.00
125	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	6000 SY	12.00	72,000.00	9.16	54,960.00	11.00	66,000.00	0.00	0.00
126	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	27 EA	500.00	13,500.00	530.00	14,310.00	500.00	13,500.00	0.00	0.00
127	REMOVE EXISTING <12 IN DIAMETER PIPE	1050 LF	12.00	12,600.00	9.00	9,450.00	10.00	10,500.00	0.00	0.00
128	SAWCUTTING CURB	34 EA	35.00	1,190.00	23.00	782.00	40.00	1,360.00	0.00	0.00
129	SAWCUTTING RIGID PAVEMENT	8000 LFI	1.00	8,000.00	0.74	5,920.00	1.25	10,000.00	0.00	0.00
130	SAWCUTTING FLEXIBLE PAVEMENT	15000 LFI	0.40	6,000.00	0.23	3,450.00	0.75	11,250.00	0.00	0.00
131	REMOVE AND DISPOSE OF TROLLEY RAILS	2726 LF	20.00	54,520.00	7.60	20,717.60	15.00	40,890.00	0.00	0.00
132	ROADWAY EXCAVATION INCL. HAUL	8600 CY	30.00	258,000.00	18.20	156,520.00	37.00	318,200.00	0.00	0.00
133	REMOVE UNSUITABLE FOUNDATION MATERIAL	850 CY	30.00	25,500.00	16.54	14,059.00	20.00	17,000.00	0.00	0.00
134	REPLACE UNSUITABLE FOUNDATION MATERIAL	850 CY	20.00	17,000.00	34.17	29,044.50	20.00	17,000.00	0.00	0.00
135	COMMON BORROW INCL. HAUL	100 CY	20.00	2,000.00	34.17	3,417.00	30.00	3,000.00	0.00	0.00
136	PREPARATION OF UNTREATED ROADWAY	16400 SY	2.00	32,800.00	1.16	19,024.00	3.00	49,200.00	0.00	0.00
137	CRUSHED SURFACING TOP COURSE	1450 CY	40.00	58,000.00	39.08	56,666.00	50.00	72,500.00	0.00	0.00
138	CRUSHED SURFACING BASE COURSE	3300 CY	35.00	115,500.00	37.24	122,892.00	45.00	148,500.00	0.00	0.00



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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
139	CSTC FOR SIDEWALK AND DRIVEWAYS	420 CY	60.00	25,200.00	136.00	57,120.00	90.00	37,800.00	0.00	0.00
140	2 IN - 4 IN BASALT BALLAST	273 SY	15.00	4,095.00	32.00	8,736.00	12.50	3,412.50	0.00	0.00
141	ALLEY GRADING AND DUST CONTROL	4400 SY	5.00	22,000.00	2.82	12,408.00	4.00	17,600.00	0.00	0.00
142	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	3800 SY	16.00	60,800.00	25.17	95,646.00	24.00	91,200.00	0.00	0.00
143	HMA CL. 1/2 IN. PG 70-28, 9 INCH THICK	12600 SY	40.00	504,000.00	40.05	504,630.00	38.50	485,100.00	0.00	0.00
144	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	20 SY	35.00	700.00	40.05	801.00	50.00	1,000.00	0.00	0.00
145	HMA FOR TRANSITION, CL. 1/2 IN. PG 64-28, 2_ INCH THICK	900 SY	35.00	31,500.00	24.03	21,627.00	23.00	20,700.00	0.00	0.00
146	PAVEMENT REPAIR EXCAVATION INCL. HAUL	20 SY	30.00	600.00	59.50	1,190.00	50.00	1,000.00	0.00	0.00
147	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	0.00	0.00
148	COMPACTION PRICE ADJUSTMENT	1 EST	11,200.00	11,200.00	11,200.00	11,200.00	11,200.00	11,200.00	0.00	0.00
149	LANDSCAPE CURB WALL	1285 LF	60.00	77,100.00	25.20	32,382.00	35.00	44,975.00	0.00	0.00
150	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	74 LF	30.00	2,220.00	27.00	1,998.00	50.00	3,700.00	0.00	0.00
151	MANHOLE TYPE I-48, BASIC PRICE	3 EA	3,500.00	10,500.00	3,175.00	9,525.00	3,500.00	10,500.00	0.00	0.00
152	MANHOLE TYPE II-60, BASIC PRICE	1 EA	5,000.00	5,000.00	6,700.00	6,700.00	8,000.00	8,000.00	0.00	0.00
153	CATCH BASIN TYPE 1	7 EA	2,500.00	17,500.00	2,494.00	17,458.00	2,500.00	17,500.00	0.00	0.00
154	Item Not Used	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
155	CATCH BASIN TYPE 3	35 EA	2,500.00	87,500.00	2,620.00	91,700.00	2,700.00	94,500.00	0.00	0.00
156	Item Not Used	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
157	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	3 EA	500.00	1,500.00	620.00	1,860.00	600.00	1,800.00	0.00	0.00
158	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	3 EA	500.00	1,500.00	675.00	2,025.00	650.00	1,950.00	0.00	0.00
159	VALVE BOX AND COVER	20 EA	400.00	8,000.00	407.90	8,158.00	500.00	10,000.00	0.00	0.00
160	CLEANING EXISTING DRAINAGE STRUCTURE	8 EA	300.00	2,400.00	600.00	4,800.00	250.00	2,000.00	0.00	0.00
161	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	18.00	360.00	19.00	380.00	20.00	400.00	0.00	0.00
162	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	20 CY	25.00	500.00	48.00	960.00	20.00	400.00	0.00	0.00
163	IMPORTED BACKFILL	20 CY	20.00	400.00	35.00	700.00	30.00	600.00	0.00	0.00
164	TRENCH SAFETY SYSTEM	1 LS	*****	3,500.00	*****	3,900.00	*****	3,500.00	*****	0.00
165	CATCH BASIN SEWER PIPE 8 IN. DIAM.	1330 LF	30.00	39,900.00	38.00	50,540.00	50.00	66,500.00	0.00	0.00
166	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	900 LF	45.00	40,500.00	44.40	39,960.00	70.00	63,000.00	0.00	0.00
167	CATCH BASIN DUCTILE IRON SEWER PIPE 12 IN. DIAM.	80 LF	60.00	4,800.00	64.40	5,152.00	75.00	6,000.00	0.00	0.00
168	CONNECT 8 OR 12 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	15 EA	900.00	13,500.00	287.00	4,305.00	900.00	13,500.00	0.00	0.00
169	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	600.00	600.00	800.00	800.00	1,000.00	1,000.00	0.00	0.00
170	TEMPORARY PIPE PLUG AND CAP	29 EA	100.00	2,900.00	152.00	4,408.00	150.00	4,350.00	0.00	0.00
171	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	4,500.00	*****	1,850.00	*****	750.00	*****	0.00
172	CLEANING EXISTING SANITARY SEWER	9 EA	300.00	2,700.00	823.00	7,407.00	300.00	2,700.00	0.00	0.00
173	HYDRANT ASSEMBLY	6 EA	5,500.00	33,000.00	7,015.00	42,090.00	5,500.00	33,000.00	0.00	0.00
174	HYDRANT OFFSET ASSEMBLY	1 EA	5,500.00	5,500.00	7,015.00	7,015.00	6,000.00	6,000.00	0.00	0.00

<i>Project Number:</i> <b>2015054</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Cameron-Reilly			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
175	TRENCH EXCAVATION FOR WATER SERVICE TAP	40 LF	30.00	1,200.00	23.70	948.00	20.00	800.00	0.00	0.00
176	ESC LEAD	1 LS	*****	1,500.00	*****	700.00	*****	750.00	*****	0.00
177	INLET PROTECTION	40 EA	90.00	3,600.00	92.80	3,712.00	75.00	3,000.00	0.00	0.00
178	STREET CLEANING	240 HR	150.00	36,000.00	198.00	47,520.00	150.00	36,000.00	0.00	0.00
179	TOPSOIL TYPE A, 18 INCH THICK	305 SY	30.00	9,150.00	36.80	11,224.00	31.00	9,455.00	0.00	0.00
180	PSIPE 2 INCH CALIPER SHADE TREE	70 EA	500.00	35,000.00	474.00	33,180.00	500.00	35,000.00	0.00	0.00
181	PSIPE 5 GAL SHRUB	267 EA	75.00	20,025.00	71.00	18,957.00	59.00	15,753.00	0.00	0.00
182	PSIPE 2 GAL SHRUB	404 EA	45.00	18,180.00	52.00	21,008.00	45.00	18,180.00	0.00	0.00
183	PSIPE 1 GAL GROUND COVER	378 EA	14.00	5,292.00	27.00	10,206.00	29.00	10,962.00	0.00	0.00
184	PSIPE 4 IN PERENNIAL	785 EA	11.00	8,635.00	12.60	9,891.00	13.50	10,597.50	0.00	0.00
185	WEED SPRAYING AND CONTROL	2 EA	3,000.00	6,000.00	1,400.00	2,800.00	825.00	1,650.00	0.00	0.00
186	LANDSCAPE BOULDER	40 EA	100.00	4,000.00	148.00	5,920.00	85.00	3,400.00	0.00	0.00
187	HYDROSEEDING	60 SY	9.00	540.00	11.80	708.00	20.00	1,200.00	0.00	0.00
188	SOD INSTALLATION	160 SY	12.00	1,920.00	14.20	2,272.00	13.50	2,160.00	0.00	0.00
189	IRRIGATION SYSTEM	1 LS	*****	170,000.00	*****	119,600.00	*****	62,260.00	*****	0.00
190	IRRIGATION SYSTEM - LIGHT POLES	1 LS	*****	70,000.00	*****	10,650.00	*****	37,730.00	*****	0.00
191	4 IN. PVC IRRIGATION SLEEVE	1950 LF	14.00	27,300.00	10.40	20,280.00	10.00	19,500.00	0.00	0.00
192	4 IN. DUCTILE IRON IRRIGATION SLEEVE	1430 LF	35.00	50,050.00	35.60	50,908.00	33.00	47,190.00	0.00	0.00
193	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES, 2525 N MONROE	1 LS	*****	1,000.00	*****	1,185.00	*****	1,350.00	*****	0.00

<i>Project Number:</i> <b>2015054</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Cameron-Reilly			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
194	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES, 2706 N MONROE	1 LS	*****	1,000.00	*****	1,185.00	*****	1,350.00	*****	0.00
195	CEMENT CONCRETE CURB	1050 LF	15.00	15,750.00	25.17	26,428.50	27.00	28,350.00	0.00	0.00
196	CEMENT CONC. CURB AND GUTTER	5600 LF	20.00	112,000.00	25.17	140,952.00	16.00	89,600.00	0.00	0.00
197	TREE WELL	45 EA	500.00	22,500.00	229.00	10,305.00	250.00	11,250.00	0.00	0.00
198	TREE GRATE	45 EA	1,400.00	63,000.00	2,460.00	110,700.00	2,100.00	94,500.00	0.00	0.00
199	CEMENT CONCRETE DRIVEWAY	1200 SY	50.00	60,000.00	56.00	67,200.00	50.00	60,000.00	0.00	0.00
200	CEMENT CONCRETE DRIVEWAY TRANSITION	55 SY	50.00	2,750.00	46.40	2,552.00	50.00	2,750.00	0.00	0.00
201	CHANNELIZING DEVICES	34 EA	75.00	2,550.00	270.00	9,180.00	250.00	8,500.00	0.00	0.00
202	MODIFIY FENCING	1 LS	*****	5,000.00	*****	12,360.00	*****	11,880.00	*****	0.00
203	MONUMENT FRAME AND COVER	14 EA	550.00	7,700.00	405.00	5,670.00	420.00	5,880.00	0.00	0.00
204	CEMENT CONC. SIDEWALK	6500 SY	35.00	227,500.00	46.34	301,210.00	38.00	247,000.00	0.00	0.00
205	STAMPED CONCRETE STREET NAME	64 EA	150.00	9,600.00	336.50	21,536.00	225.00	14,400.00	0.00	0.00
206	RAMP DETECTABLE WARNING	712 SF	22.00	15,664.00	25.50	18,156.00	20.00	14,240.00	0.00	0.00
207	ILLUMINATION CONDUIT SYSTEM, MONTGOMERY	1 LS	*****	90,000.00	*****	65,400.00	*****	69,850.00	*****	0.00
208	ILLUMINATION SYSTEM, MONTGOMERY	1 LS	*****	340,000.00	*****	342,000.00	*****	328,350.00	*****	0.00
209	ILLUMINATION CONDUIT SYSTEM, CHELAN PH 1	1 LS	*****	45,000.00	*****	35,000.00	*****	37,015.00	*****	0.00
210	ILLUMINATION SYSTEM, CHELAN PH 1	1 LS	*****	190,000.00	*****	182,000.00	*****	176,550.00	*****	0.00
211	PEDESTRIAN CROSSING BEACON SYSTEM	1 LS	*****	15,000.00	*****	17,500.00	*****	19,250.00	*****	0.00
212	TEMPORARY INTERSECTION LIGHTING SYSTEM	1 LS	*****	140,000.00	*****	58,250.00	*****	32,000.00	*****	0.00

<i>Project Number:</i> <b>2015054</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Cameron-Reilly			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street Improvements					Sales tax shall be included in unit prices					
213	REMOVE EXISTING SIGNAL SYSTEM	1 LS	*****	3,500.00	*****	4,500.00	*****	9,845.00	*****	0.00
214	SIGNING, PERMANENT	1 LS	*****	22,000.00	*****	16,150.00	*****	14,780.00	*****	0.00
215	SPECIAL BUSINESS SIGNING	600 SF	20.00	12,000.00	29.36	17,616.00	20.00	12,000.00	0.00	0.00
216	REMOVAL OF EXISTING PAVEMENT MARKINGS	355 SF	4.50	1,597.50	4.60	1,633.00	4.20	1,491.00	0.00	0.00
217	PAVEMENT MARKING - DURABLE HEAT APPLIED	640 SF	10.00	6,400.00	10.40	6,656.00	10.00	6,400.00	0.00	0.00
218	PAVEMENT MARKING - DURABLE INLAY TAPE	1231 SF	10.00	12,310.00	10.00	12,310.00	10.00	12,310.00	0.00	0.00
219	PAVEMENT MARKING - PAINT	757 SF	1.00	757.00	1.80	1,362.60	2.00	1,514.00	0.00	0.00
220	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	6 EA	200.00	1,200.00	145.00	870.00	140.00	840.00	0.00	0.00
221	TEMPORARY PAVEMENT MARKING	1 LS	*****	500.00	*****	1,000.00	*****	1,000.00	*****	0.00
222	CEMENT CONCRETE STEPS	4 EA	500.00	2,000.00	285.00	1,140.00	500.00	2,000.00	0.00	0.00
223	CONCRETE TRAFFIC ISLAND 24 IN. WIDE	204 LF	45.00	9,180.00	74.00	15,096.00	25.00	5,100.00	0.00	0.00
224	PERVIOUS CONCRETE PAVEMENT - 4 IN. THICK	440 SY	50.00	22,000.00	105.00	46,200.00	175.00	77,000.00	0.00	0.00
225	CURB KNOB	430 EA	15.00	6,450.00	46.00	19,780.00	30.00	12,900.00	0.00	0.00
226	BIKE RACK	5 EA	400.00	2,000.00	1,470.00	7,350.00	1,300.00	6,500.00	0.00	0.00
227	CEMENT CONCRETE DRIVEWAY - HIGH EARLY STRENGTH	150 SY	115.00	17,250.00	59.00	8,850.00	60.00	9,000.00	0.00	0.00
228	CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY STRENGTH	25 SY	115.00	2,875.00	49.00	1,225.00	60.00	1,500.00	0.00	0.00
<i>Schedule Totals</i>				4,327,910.50		4,145,176.20		4,228,099.00		0.00

<i>Project Number:</i> <b>2015054</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Cameron-Reilly			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> Water Improvements					Sales tax shall NOT be included in unit prices					
301	POTHOLING	32 EA	250.00	8,000.00	342.00	10,944.00	200.00	6,400.00	0.00	0.00
302	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	2 EA	500.00	1,000.00	530.00	1,060.00	800.00	1,600.00	0.00	0.00
303	REMOVE EXISTING <12 IN. DIAMETER PIPE	350 LF	12.00	4,200.00	9.15	3,202.50	15.00	5,250.00	0.00	0.00
304	REMOVE EXISTING >12 IN. TO <30 IN. DIAMETER PIPE	1370 LF	30.00	41,100.00	9.15	12,535.50	25.00	34,250.00	0.00	0.00
305	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 3 INCH THICK	130 SY	35.00	4,550.00	40.00	5,200.00	38.50	5,005.00	0.00	0.00
306	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 9 INCH THICK	35 SY	90.00	3,150.00	97.20	3,402.00	100.00	3,500.00	0.00	0.00
307	PAVEMENT REPAIR EXCAVATION INCL. HAUL	165 SY	30.00	4,950.00	63.50	10,477.50	35.00	5,775.00	0.00	0.00
308	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	1 EA	500.00	500.00	620.00	620.00	600.00	600.00	0.00	0.00
309	VALVE BOX AND COVER	13 EA	400.00	5,200.00	400.00	5,200.00	500.00	6,500.00	0.00	0.00
310	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	30 CY	18.00	540.00	34.00	1,020.00	20.00	600.00	0.00	0.00
311	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	30 CY	25.00	750.00	48.00	1,440.00	20.00	600.00	0.00	0.00
312	IMPORTED BACKFILL	30 CY	20.00	600.00	32.00	960.00	40.00	1,200.00	0.00	0.00
313	TRENCH SAFETY SYSTEM	1 LS	*****	3,500.00	*****	4,150.00	*****	2,800.00	*****	0.00
314	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	4,500.00	*****	700.00	*****	1,500.00	*****	0.00
315	ENCASE WATER/SEWER AT CROSSINGS	7 EA	500.00	3,500.00	370.00	2,590.00	750.00	5,250.00	0.00	0.00
316	DI PIPE FOR WATER MAIN 6 IN. DIAM.	800 LF	50.00	40,000.00	66.00	52,800.00	55.00	44,000.00	0.00	0.00
317	DI PIPE FOR WATER MAIN 12 IN. DIAM.	220 LF	65.00	14,300.00	95.80	21,076.00	95.00	20,900.00	0.00	0.00
318	DI PIPE FOR WATER MAIN 18 IN. DIAM.	1370 LF	105.00	143,850.00	156.00	213,720.00	158.00	216,460.00	0.00	0.00

<i>Project Number:</i> <b>2015054</b>			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Cameron-Reilly			
<i>Item No</i>	<i>Bid Item Description</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>

<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> Water Improvements					Sales tax shall NOT be included in unit prices					
319	GATE VALVE 6 IN.	13 EA	1,800.00	23,400.00	1,330.00	17,290.00	1,300.00	16,900.00	0.00	0.00
320	GATE VALVE 12 IN.	2 EA	3,000.00	6,000.00	2,810.00	5,620.00	1,700.00	3,400.00	0.00	0.00
321	TRENCH EXCAVATION FOR WATER SERVICE TAP	150 LF	30.00	4,500.00	23.70	3,555.00	25.00	3,750.00	0.00	0.00
322	EXISTING PIPE JOINT RESTRAINT	32 EA	500.00	16,000.00	325.00	10,400.00	648.00	20,736.00	0.00	0.00
323	BLOWOFF ASSEMBLY (Y-103)	3 EA	4,000.00	12,000.00	4,280.00	12,840.00	13,000.00	39,000.00	0.00	0.00
324	TRENCH EXCAVATION FOR BLOWOFF PIPING	30 LF	30.00	900.00	23.70	711.00	50.00	1,500.00	0.00	0.00
<i>Schedule Totals</i>				346,990.00		401,513.50		447,476.00		0.00

Project Number            2015054            Monroe 1 - Indiana Ave to Chelan Ave

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	4,327,910.50	0.00	346,990.00	0.00	0.00	0.00	0.00	0.00	4,674,900.50
Murphy Brothers Inc	3,937,505.00	0.00	337,495.00	0.00	0.00	0.00	0.00	0.00	4,275,000.00
Inland Asphalt Compan	4,029,433.50	0.00	363,566.50	0.00	0.00	0.00	0.00	0.00	4,393,000.00
T LaRiviere Equipment	4,086,640.90	0.00	347,359.00	0.00	0.00	0.00	0.00	0.00	4,433,999.90
DW Excavating, Inc.	4,145,176.20	0.00	401,513.50	0.00	0.00	0.00	0.00	0.00	4,546,689.70
Cameron-Reilly	4,228,099.00	0.00	447,476.00	0.00	0.00	0.00	0.00	0.00	4,675,575.00

Low Bid Contractor:    Murphy Brothers Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$3,937,505.00	\$4,327,910.50	9.02	% Under Estimate
Schedule 03	\$367,194.56	\$377,525.12	2.74	% Under Estimate
Bid Totals	\$4,304,699.56	\$4,705,435.62	8.52	% Under Estimate



## Briefing Paper

### Finance

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	Engineering Project No. 2017145 & 2015054 Monroe St. – Indiana to Kiernan
<b>Date:</b>	January 29, 2018
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> , 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	The project is in the 6 Year Street Plan and is consistent with the Emerson-Garfield Neighborhood Plan and the City's Comprehensive Plan.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The Monroe St. – Indiana to Kiernan project has been planned and been the subject of significant discussion, public outreach, and coordination with area businesses, residents, and property owners over the last several years. The project consists of full street reconstruction, sidewalks, bumpouts, and various utility improvements. The project also narrows the current five lanes to three lanes</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>This project has been divided into and will be bid as two projects, the portion between Indiana and Grace being one project (Monroe 1), the portion between Grace and Kiernan being the other project (Monroe 2). See attached exhibit.</li> <li>Both projects will be constructed simultaneously under separate contracts in order to ensure that the project is completed in a single year.</li> <li>Traffic will be detoured around the project but provisions are included in the detour plan to improve access to area businesses.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	



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

03/05/2018

<u>Date Rec'd</u>	2/21/2018
<u>Clerk's File #</u>	OPR 2018-0127
<u>Renews #</u>	

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	MIKE COSTER 625-4640	<u>Project #</u>	
<u>Contact E-Mail</u>	MCOSTER@SPOKANECITY.ORG	<u>Bid #</u>	4438-18
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4320 - POLYMER BID AWARD TO POLYDYNE INC.		

Agenda Wording

Council approval to award contract with Polydyne, Inc. (Riceboro, GA) to supply dry and liquid polymer to Riverside Park Water Reclamation Facility.

Summary (Background)

Chemical organic polymer flocculent (polymer) is used in solids thickening and dewatering processes, as well as in the primary clarifiers, at the Riverside Park Water Reclamation Facility. The Wastewater Management Department has recently received an offer from Polydyne Inc., to supply dry polymer at a price per pound of \$1.59 and liquid polymer at a price per pound of \$0.85. The current vendor has supplied this petroleum-based product for more than fifteen years.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense	\$ \$449,402.75	# 4320.43210.35148.53203
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 2/26/18
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mhughes@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Tax & Licenses	
<u>Additional Approvals</u>		hbarnhart@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	LBerry@spokanecity.org	
		KKeck@spokanecity.org	
		polybiddpt@snfhc.com	
		cwahl@spokanecity.org	

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works and Utilities
<b>Subject:</b>	Award of BID #4438-18 to Polydyne, Inc. (Riceboro, GA) who is the lowest responsive bidder who met our 7-day delivery requirements to supply approximately 210,600 lbs. of dry polymer/yr. at a cost of \$1.59/lb. and 92,000 lbs. of liquid polymer/yr. at a cost of \$0.85/lb. for a total annual contract cost of \$413,054.00 plus sales tax for the period March 1, 2018 to February 29, 2021. Total cost including 8.8% Sales tax \$449,402.75.
<b>Date:</b>	2/26/18
<b>Contact (email &amp; phone):</b>	Michael F. Coster, Plant Manager 625-4640 <a href="mailto:mcoster@spokanecity.org">mcoster@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval to award contract with Polydyne, Inc. (Riceboro, GA) to supply dry and liquid polymer to Riverside Park Water Reclamation Facility.
<p><b>Background/History:</b> Chemical organic polymer flocculent (polymer) is used in solids thickening and dewatering processes, as well as in the primary clarifiers, at the Riverside Park Water Reclamation Facility. The Wastewater Management Department has recently received an offer from Polydyne Inc., to supply dry polymer at a price per pound of \$1.59 and liquid polymer at a price per pound of \$0.85. The current vendor has supplied this petroleum-based product for more than fifteen years.</p> <p>This is a three-year contract tentatively scheduled to begin on March 1, 2018 and to end on February 29, 2021. The contract may be extended for two (2) additional one-year contract periods with the total contract period not to exceed five (5) years.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• <u>Impact</u> In order to function as a wastewater treatment and water recycling facility, it is necessary to add polymer</li> <li>• <u>Action</u> Wastewater Management is seeking Council approval to award the contract with Polydyne Inc., GA to supply polymer to the Water Reclamation Facility.</li> <li>• <u>Funding</u> Funding for this purchase is provided in the Wastewater Management budget, and revenue is derived from sewer rates. .</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source: Department

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:

# BID TABULATION

BID NUMBER: 4438-18

BID TITLE: LIQUID AND DRY CHEMICAL ORGANIC POLYMER FLOCCULANT

DUE DATE: 2/5/2018



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

PRICING TABLE 1 - LIQUID		BASF CORPORATION CHARLOTTE, NC		POLYDYNE, INC.	
QUANTITY	DESCRIPTION	UNIT PRICE Per LB	TOTAL	UNIT PRICE Per LB	TOTAL
92,000 LB	LIQUID POLYMER IN 2,300 LB (275 GALLON/EA) TOTES	0.859/LB	\$79,028.00	\$.85/LB	\$78,200.00
	DELIVERY TIME	10 days ARO		7 Days ARO	
	TABLE 1 - TOTAL BID		\$79,028.00		\$78,200.00
	TABLE 1 - WA STATE SALES TAX (8.8%)		\$6,954.46		\$6,881.60
	TABLE 1 - GRAND TOTAL		\$85,982.46		\$85,081.60

<b>PRICING TABLE 2 - DRY</b>						
<b>BFP SLUDGE: POLYMER REQUIREMENT FOR BELT FILTER PRESS</b>						
<b>BIDS FROM:</b>	<b>BASF CORPORATION, CHARLOTTE, NC</b>			<b>POLYDYNE, INC., RICEBORO, GA</b>		
C. EST. ANNUAL DRY TONS OF SLUDGE PROCESSED	B. DOSAGE REQUIREMENT (From Pre- Qualification)	A. UNIT PRICE/LB	TOTAL (A. x B. x C.)	B. DOSAGE REQUIREMENT (From Pre- Qualification)	A. UNIT PRICE/LB	TOTAL (A. x B. x C.)
10,000	8.06	\$1.429/LB	\$115,177.40	9.06/LB	\$1.59/LB	\$144,054.00
<b>GBT SLUDGE: POLYMER REQUIREMENT FOR GRAVITY BELT THICKENER</b>						
B. ESTIMATED. ANNUAL USAGE IN POUNDS		A. UNIT PRICE/LB	TOTAL (A. x B.)		A. UNIT PRICE/LB	TOTAL (A. x B.)
120,000		\$1.429/LB	\$171,480.00		\$1.59/LB	\$190,800.00
<b>DELIVERY TIME</b>		<b>10 days ARO</b>		<b>7 days ARO</b>		
<b>TABLE 2 - TOTAL BID</b>		<b>\$286,657.40</b>		<b>\$334,854.00</b>		
<b>TABLE 2 - WA STATE SALES TAX (8.8%)</b>		<b>\$25,225.85</b>		<b>\$29,467.15</b>		
<b>TABLE 2 - GRAND TOTAL</b>		<b>\$311,883.25</b>		<b>\$364,321.15</b>		

The Request for bid was e-mailed to over 80 companies/planholders, with 2 bid responses received and 2 “no 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 (IF ANY) IS MADE BY CITY COUNCIL.**





**City of Spokane**

**PURCHASE AGREEMENT**

**Title: PURCHASE AND DELIVERY OF  
LIQUID AND DRY CHEMICAL ORGANIC  
POLYMER FLOCCULENT**

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **POLYDYNE INC.**, whose address is 1 Chemical Plant Road, Riceboro, Georgia 31323 (*Remittance address: P.O. Box 279, Riceboro, Georgia 31323*), as ("Vendor"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **GOODS.** The Vendor agrees to sell to the City LIQUID AND DRY CHEMICAL ORGANIC POLYMER FLOCCULENT, subject to these terms and conditions. Following is a listing of the goods to be purchased:

Liquid Polymer in 2,300 lb. (92,000 lbs.) totes Clarifloc A-6350	\$.85/lb.	\$78,200.00
BFP Sludge: Polymer requirement for belt filter press in accordance with the Contractor's Pricing Table 2 – Dry Clarifloc WE-471	\$1.59/lb.	\$144,054.00
GBT Sludge: Polymer requirement for gravity belt thickener in accordance with the Contractor's Pricing Table 2 – Dry Clarifloc WE-471	\$1.59/lb	\$190,800.00

2. **CONTRACT DOCUMENTS.** This Agreement, the RFP, and the Vendor's Response to RFP constitute the contract documents and are complementary. Federal and state requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. These contract documents are on file with the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939, and are incorporated into this Agreement by reference as if they were set forth at length.

3. TERM. The Agreement shall begin March 1, 2018 and run through February 29, 2021, unless terminated earlier. The Agreement may be extended, upon mutual written agreement of both parties, for two (2) additional one year Agreement periods with the total contract period not to exceed five (5) years.
4. DELIVERY TIME. The Vendor shall provide the initial delivery no later than March 1, 2018, and subsequent deliveries within seven (7) days' notice when required by the City and in quantities acceptable to the City. Truck deliveries will be accepted only between 7:30 a.m. and 3:00 p.m., Monday through Friday. If the goods are not delivered within the terms and established delivery time, the City may procure comparable goods from another source and the Vendor will be required to pay any differences in cost.
5. DELIVERY LOCATION. The Vendor shall deliver the goods to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939.
6. COMPENSATION. The City will pay a maximum of **FOUR HUNDRED FORTY NINE THOUSAND FOUR HUNDRED TWO AND 75/100 DOLLARS (\$449,402.75)** per year for everything furnished and done under this Agreement. This amount includes all taxes imposed by law except Washington State sales tax and federal excise tax, when these taxes are applicable, which will be paid by the City.
7. PAYMENT. The Vendor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. . Payment will be made within thirty (30) days after receipt of the Vendor's application except as provided in RCW 39.76. **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.
8. TITLE. Title to the goods purchase under this Agreement remains with the Vendor until they are delivered to the City's delivery location.
9. RISK OF LOSS. The risk of any damage to or destruction of the goods will be borne by the Vendor at all times until delivery.
10. UNIFORM COMMERCIAL CODE. This Agreement is subject to the Uniform Commercial Code, Title 62A Revised Code of Washington.
11. INSPECTION. All goods purchased are subject to inspection, test and approval at destination by the City, notwithstanding prior payments or inspections at the source. The City, without limitation to its other rights under this Agreement, may reject any goods that contain defective material or workmanship, do not meet the specifications, or otherwise do not conform to this Agreement. Defective goods or goods not in accordance with the City's specifications will be held for the Vendor's instructions and at the Vendor's risk and expense. The City reserves the right to inspect before shipment or during the process of manufacture, any goods on this Agreement.
12. OVERSHIPMENT. Quantities delivered by the Vendor in excess of that shown in this Agreement, if rejected, will be returned at the Vendor's risk and expense. Any excess quantities that the City accepts shall be the price stated in this Agreement.
13. WARRANTY. The Vendor warrants that the items furnished will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known

purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by the Vendor to the City.

14. UNLAWFUL OVERCHARGES. The Vendor assigns to the City all claims for anti-trust violations and overcharges relating to the goods purchased by the City.

15. TERMINATION.

- A. Time is of the essence of this Agreement.
- B. The City reserves the right to cancel this Agreement or any portion thereof without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by the City.
- C. The City may also cancel this Agreement or any portion thereof without penalty if the Vendor breaches any of the terms of the Agreement.
- D. The City may cancel this Agreement or any portion thereof without penalty if the Vendor is adjudged as bankrupt, files petition, application or other pleading seeking or consenting to any relief under the Bankruptcy Act, makes or attempts to make an assignment for the benefit of creditors or to effect a plan of compromise with respect to its debts. All further obligations automatically terminate, but obligations incurred are not discharged.

16. INDEMNIFICATION.

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

17. INSURANCE.

During the period of the Agreement, the Vendor 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 Vendor's services to be provided under this Agreement;

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

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

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

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

#### 18. DEBARMENT AND SUSPENSION.

The Vendor 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.

19. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this 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 Vendor agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Vendor.

20. ASSIGNMENTS. The Vendor may not assign, transfer or sublet any part of the work under this Agreement, or assign any monies due, without the written approval of the City, except as may

be required by law. In the event of assignment of accounts or monies due under this Agreement, the Vendor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.

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

22. COMPLIANCE WITH LAWS. The Vendor warrants that the goods have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations of which they are subject.

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

24. SEVERABILITY. In the event any provision of this Agreement should become invalid, the rest of the Agreement shall remain in full force and effect.

25. AUDIT / RECORDS. The Vendor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Vendor and its subcontractor 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.

26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Vendor 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 Vendor 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.

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

28. VENDOR'S ACKNOWLEDGEMENT. The Vendor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Agreement.

29. MODIFICATIONS. The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Vendor will accept modifications when ordered in writing by the Director of Solid Waste Collection or the Director of Solid Waste Disposal and the Agreement time and compensation will be adjusted accordingly.

30. INTEGRATION. This Agreement, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.

31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Vendor or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

**POLYDYNE INC.**

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature                      Date

By \_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

Attachment that is a part of this Agreement:

Exhibit A – Bid Tabulation dated 2/5/18  
Exhibit B – Certificate Regarding Debarment

18-040

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

1. The undersigned (i.e., signatory for the Subrecipient / Operator / 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 Operator 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 Operator is unable to certify to any of the statements in this contract, such Operator 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.

<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Subrecipient / Operator / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date (Type or Print)

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

03/05/2018

<u>Date Rec'd</u>	2/21/2018
<u>Clerk's File #</u>	OPR 2014-0451
<u>Renews #</u>	

<u>Submitting Dept</u>	WASTEWATER MANAGEMENT	<u>Cross Ref #</u>	RES 2014-0065
<u>Contact Name/Phone</u>	MIKE COSTER 625-4640	<u>Project #</u>	
<u>Contact E-Mail</u>	MCOSTER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	VALUE BLANKET
<u>Agenda Item Name</u>	4320 - FINAL EXTENSION FOR BIOXIDE WITH EVOQUA WATER TECHNOLOGIES		

Agenda Wording

Final Contract Extension with Evoqua Water Technologies to supply Bioxide®

Summary (Background)

Bioxide® is a patented, non-hazardous chemical used to reduce and control odors and corrosion caused by the formation of sulfides. The department uses this chemical at the Northwest Terrace Lift Station. Based on current usage, Wastewater Management estimates it will use approximately 65,000 gallons of Bioxide® per year at \$2.61 per gallon, for a total cost of \$184,405.55, tax included. This extension is at no cost increase from the current price and is the third and final extension.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense	\$ \$184,405.55	# 4320.43240.35148.53203
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 2/26/18
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	mhughes@spokanecity.org
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	Tax & Licenses
<u>Additional Approvals</u>		hbarnhart@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	Lberry@spokanecity.org
		KKeck@spokanecity.org
		Cwahl@spokanecity.org



## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works and Utilities
<b>Subject:</b>	Final Contract Extension with Evoqua Water Technologies to supply Bioxide®
<b>Date:</b>	2/26/18
<b>Contact (email &amp; phone):</b>	Michael F. Coster, Plant Manager 625-4640 <a href="mailto:mcoster@spokanecity.org">mcoster@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of a final contract extension with Evoqua Water Technologies to supply and deliver Bioxide®
<p><u>Background/History:</u> Bioxide® is a patented, non-hazardous chemical used to reduce and control odors and corrosion caused by the formation of sulfides. The department uses this chemical at the Northwest Terrace Lift Station. Based on current usage, Wastewater Management estimates it will use approximately 65,000 gallons of Bioxide® per year at \$2.61 per gallon, for a total cost of \$184,405.55, tax included. This extension is at no cost increase from the current price and is the third and final extension.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• <u>Impact</u> The Northwest Terrace pump station discharges to a pressure main having a long residence time created by diameter and length. When raw sewage enters the pressure main it decomposes. During the decomposition process, bacteria consume oxygen present in the raw sewage, stripping oxygen from nitrogen and sulfur compounds, creating corrosive and odorous substances such as Hydrogen Sulfide (H2S). Bioxide® provides a new source of oxygen, limiting creation of the corrosive and odorous substances. Bioxide® has been used to control odors and prevent corrosion at Northwest Terrace for more than fifteen years.</li> <li>• <u>Action</u> Wastewater Management is seeking Council approval extend the contract for an additional year.</li> <li>• <u>Funding</u> Funding for this purchase is provided in the Wastewater Management budget.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>	

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:



**City of Spokane**

**CONTRACT EXTENSION #3 OF 3  
WITH COST**

**Title: BIOXIDE® FULL SERVICES  
ODOR CONTROL PROGRAM**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **EVOQUA WATER TECHNOLOGIES**, whose address is 2650 Tallevast Road, Sarasota, Florida 34243 as ("**Vendor**"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Vendor agreed to provide Bioxide® full service odor control program (FSOC) at the Northwest Terrace Lift Station; and*

*WHEREAS, the original Contract allows for three (3) additional one (1) year terms, subject to mutual written agreement of both parties, with this being the 3rd of those extensions.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated August 5, 2014, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on April 1, 2018.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through March 31, 2019.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **ONE HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED FIVE AND 55/100 DOLLARS (\$184,405.55)\*** including tax, for everything furnished and done under this Contract Extension.

\*Based on current usage, it is estimated they will use approximately 65,000 gallons of Bioxide per year at the rate of \$2.61 per gallon, for a total cost stated above.

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

**EVOQUA WATER TECHNOLOGIES**

**CITY OF SPOKANE**

By  2/13/18  
Signature Date

By \_\_\_\_\_  
Signature Date

Ronald B. MacReynolds  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

Purchasing Manager  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

**Attachments that are part of this Contract Extension:**

Vendor's email quote for pricing and terms dated January 31, 2018

18-028

## Barnhart, Heather

---

**From:** Vander Kooi, Clint J <clint.vanderkooi@evoqua.com>  
**Sent:** Wednesday, January 31, 2018 6:02 PM  
**To:** Barnhart, Heather; Whalen, Sheri L  
**Cc:** Kainer, Lee L  
**Subject:** RE: Bioxide Final Contract Extension

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello,

Yes we are interested in renewing the contract with current pricing. Thanks!

Best Regards,

Clint Vander Kooi  
**Evoqua Water Technologies LLC**  
2650 Tallevast Road  
Sarasota, FL 34243

Office: 800.566.1568  
Fax: 941.359.7985  
Cell: 425.239.7409  
Email: [Clint.Vanderkooi@evoqua.com](mailto:Clint.Vanderkooi@evoqua.com) \*PLEASE NOTE MY NEW EMAIL ADDRESS\*  
Website: [www.evoqua.com](http://www.evoqua.com)

Confidentiality Note: This e-mail message and any attachments to it are intended only for the named recipients and may contain confidential information. If you are not one of the intended recipients, please do not duplicate or forward this e-mail message and immediately delete it from your computer.

---

**From:** Barnhart, Heather [<mailto:hbarnhart@spokanecity.org>]  
**Sent:** Monday, January 29, 2018 12:30 PM  
**To:** Vander Kooi, Clint J <[clint.vanderkooi@evoqua.com](mailto:clint.vanderkooi@evoqua.com)>; Whalen, Sheri L <[sheri.whelen@evoqua.com](mailto:sheri.whelen@evoqua.com)>  
**Cc:** Kainer, Lee L <[jerry.kainer@evoqua.com](mailto:jerry.kainer@evoqua.com)>  
**Subject:** Bioxide Final Contract Extension

Hello –

The current contract is coming up for the final extension.

Are you interested in renewing the contract with current pricing? See attached.

Please advise.

Regards,

*Heather Barnhart*  
Facility Logistics Specialist  
City of Spokane | Riverside Park Water Reclamation Facility  
4401 N Aubrey L White Pkwy, Spokane, WA 99205  
(509) 625-4606 | [hbarnhart@spokanecity.org](mailto:hbarnhart@spokanecity.org)

RESOLUTION  
2006-0040

A RESOLUTION declaring U.S. Filter/Davis Process Products a sole source and authorizing a blanket order for BIOXIDE®, and feed system repair parts, without public bidding at an estimated annual cost of \$130,000, plus tax.

WHEREAS, in February, 1997, the City of Spokane's Wastewater Management Department contracted with U.S. Filter/Davis Process Products to install a complete BIOXIDE® feed system, and conduct a demonstration of the product and equipment to control odors associated with reduced sulfur compounds at the Northwest Terrace Pump Station; and

WHEREAS, the demonstration was successful and the City has purchased the feed system and has been buying BIOXIDE® on an as-needed basis; and

WHEREAS, BIOXIDE® is the only leading method of sulfide control not listed on the U.S.E.P.A.'s CERCLA list of hazardous materials reducing the risk related to the use and storage of hazardous materials; and

WHEREAS, BIOXIDE® is a proprietary product manufactured and sold only by U.S. Filter/Davis Process Products; and

WHEREAS, the estimated annual cost of BIOXIDE® exceeds the 2006 year public bid limit of \$39,400 for the purchase of goods; -- NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares U.S. Filter/Davis Process Products a sole source; and

BE IT FURTHER RESOLVED that the City Council authorizes an annual blanket order for the purchase of BIOXIDE®, and feed system repair parts, without public bidding or proposals at an estimated annual cost of \$130,000, plus tax.

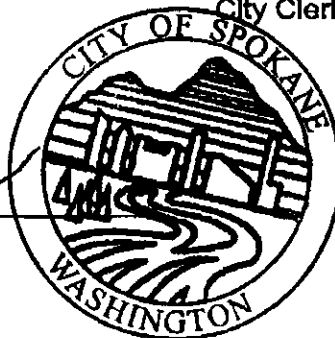
ADOPTED BY THE CITY COUNCIL on

April 10, 2006

*Terri K. Foster*  
City Clerk

Approved as to form:

*B. A. Burns*  
Assistant City Attorney



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

03/05/2018

<u>Date Rec'd</u>	2/21/2018
<u>Clerk's File #</u>	OPR 2017-0140
<u>Renews #</u>	

<u>Submitting Dept</u>	SOLID WASTE DISPOSAL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CHUCK CONKLIN 625-6524	<u>Project #</u>	
<u>Contact E-Mail</u>	CCONKLIN@SPOKANECITY.ORG	<u>Bid #</u>	RFQ#4304-16
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 19054
<u>Agenda Item Name</u>	4490-CONTRACT FOR GROUNDWATER REPORTING FOR NORTH AND SOUTHSIDE LANDFILLS		

Agenda Wording

Contract with CH2M Spokane for groundwater monitoring data analysis and report writing services for the Northside and Southside Landfills for 2018 quarterly and annual reports. The cost of the contract is \$49,771.00 for 2018 reporting.

Summary (Background)

The City's Northside Landfill Open Municipal Solid Waste(MSW) Cell, the Northside Landfill Closed Cell, and the Southside Landfill Closed Cell each have unique groundwater monitoring plans as required by Chapter 18.220 RCW, WAC 173-351-400(2)(f), WAC 173-304 and the associated solid waste permits. After review of three respondents from RFQ#4304-16, CH2M of Spokane was determined to be the most qualified respondent, and was awarded the contract in 2017. This is the first of 4 one year extensions.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense	\$ \$17,091.78	# 4490-44800-53748-54201
Expense	\$ \$19,644.80	# 4490-44850-53748-54201
Expense	\$ \$13,034.42	# 4490-45600-53748-54201
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PIES 2/26/2018
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	CLINE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	WAHL, CONNIE	kkeck@spokanecity.org	

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Extension of Contract for Groundwater Monitoring and Reporting at the Northside and Southside Landfills
<b>Date:</b>	February 26, 2018
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , Ext. 6878
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	
<u>Background/History:</u>  <p>The City's Northside Landfill Open Municipal Solid Waste (MSW) Cell, the Northside Landfill Closed Cell, and the Southside Landfill Closed Cell each have unique groundwater monitoring plans as required by Chapter 18.220 RCW, WAC 173-351-400(2)(f), WAC 173-304 and the associated solid waste permits. The City issued Request for Qualifications #4304-16 for Groundwater Monitoring Data Analysis and Report Writing Services in 2017. Responses were received from Geo Engineers, Cascade Earth Sciences, and CH2M, which are all local companies.</p> <p>After review of the responses by the selection committee, it was determined that CH2M Hill was the most qualified respondent, and a contract was awarded for these services in 2017. This is the first of 4 extensions of the contract.</p>	
<u>Executive Summary:</u> <ul style="list-style-type: none"> <li>• This is the first of four extensions as specified in RFQ #4304-16.</li> <li>• Extension term is March 10, 2018 to March 9, 2019.</li> <li>• Start date of contract adjusted to allow for completion of prior year annual report and for work to begin at a reasonable time on the following year first quarter report.</li> <li>• Data management and report writing services to include quarterly and annual reports for 2018.</li> <li>• The cost of the contract for this extension is \$49,771.00.</li> <li>• Reporting required for compliance with solid waste permits.</li> </ul>	



Budget Impact:

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☒ Yes ☐ No ☐ N/A

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy? ☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



**City of Spokane**

**CONTRACT EXTENSION 1 of 4  
WITH COST**

**Title: GROUNDWATER MONITORING DATA  
ANALYSIS AND REPORTS**

This Contract Extension including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **CH2M HILL SPOKANE**, whose address is 999 West Riverside Avenue, Suite 500, Spokane, Washington 99201 as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform Groundwater Monitoring Data Analysis and Report Writing for both the Northside and Southside Landfills; and*

*WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 1st of those extensions.*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 3, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on March 10, 2018.

**3. EXTENSION.**

The contract documents are hereby extended and shall run through March 9, 2019.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **FORTY NINE THOUSAND SEVEN HUNDRED SEVENTY ONE AND NO/100 DOLLARS (\$49,771.00)** for everything furnished and done under this Contract Extension.

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

**CH2M HILL SPOKANE**

By  Feb. 9, 2018  
Signature Date

Mark A. Brower  
Type or Print Name

Vice President / Area Lead  
Title

Attest:

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

**CITY OF SPOKANE**

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

Approved as to form:

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

**Attachments that are part of this Contract Extension:**

January 16, 2018 Proposal from CH2M Hill

18-026

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

03/05/2018

Date Rec'd

2/21/2018

Clerk's File #

CPR 1984-0400

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

BRANDY COTE 6256774

Project #Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions  
AppointmentsRequisition #Agenda Item Name

0520 REAPPOINTMENT OF NATHAN SMITH TO THE LIBRARY BOARD

Agenda Wording

Reappointment of Nathan Smith to a five term on the Spokane Public Library Board of Trustees, effective 4/1/18 - 3/31/23.

Summary (Background)

Reappointment of Nathan Smith to a five term on the Spokane Public Library Board of Trustees, effective 4/1/18 - 3/31/23.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

rbarden@spokanelibrary.org

Additional ApprovalsPurchasing

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

03/05/2018

Date Rec'd

2/15/2018

Clerk's File #

CPR 2004-0017

Renews #Submitting Dept

MAYOR

Cross Ref #Contact Name/Phone

BRANDY COTE 6256774

Project #Contact E-Mail

BCOTE@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions  
AppointmentsRequisition #Agenda Item Name0520 REAPPOINTMENT OF DAN ZIMMERER TO THE HOTEL ADVISORY  
COMMISSIONAgenda Wording

Reappointment of Dan Zimmerer to a three year term on the Hotel Advisory Commission, from 1/1/18 - 12/31/20.

Summary (Background)

Reappointment of Dan Zimmerer to a three year term on the Hotel Advisory Commission, from 1/1/18 - 12/31/20.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

COTE, BRANDY

Study SessionDivision DirectorOtherFinanceDistribution ListLegal

bcote@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasing

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

03/05/2018

Date Rec'd

2/13/2018

Clerk's File #

ORD C35597

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/PhoneBEN 6256269  
STUCKART/KATE  
BURKEProject #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0320 SBO FOR PRE-DESIGN LIBRARY FACILITY DESIGN

Agenda Wording

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018"

Summary (Background)

This SBO provides funding for pre-design work related to the Library Facility Plan.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 500,000

# Various Accounts - See Ordinance

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Urban Experienc - 2/12

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE NO C35597

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the General Fund and Library Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	<u>\$ 500,000</u>
TO:	0020-88300	General Fund	
	97113-80101	Transfer to Library	<u>\$ 500,000</u>

Section 2. That in the budget of the Library Fund, and the budget annexed thereto with reference to the Library Fund, the following changes be made:

FROM:	1300-30210	Library Fund	
	99999-39710	Transfer from General Fund	<u>\$ 500,000</u>
TO:	1300-30210	Library Fund	
	72100-54101	Professional Services	<u>\$ 500,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for pre-design work related to the Library Facility Plan, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

03/05/2018

<u>Date Rec'd</u>	2/21/2018
<u>Clerk's File #</u>	ORD C35598
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN 6256269 STUCKART/CANDACE MUMM/KAREN STRATTON	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Special Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 SBO FOR MONROE STREET FACADE IMPROVEMENTS		

Agenda Wording

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018."

Summary (Background)

This SBO funds façade improvements in conjunction with the 2018 Monroe Street rebuild project.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 150,000		# 0750-36230-58700-54201
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> Urban Advantage - 2/12
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	



ORDINANCE NO C35598

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	<u>\$ 150,000</u>
TO:	0750-36230	General Fund	
	58700-54201	Contractual Services	<u>\$ 150,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for façade improvements in conjunction with the 2018 Monroe Street rebuild project, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

03/05/2018

Date Rec'd

2/21/2018

Clerk's File #

ORD C35599

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/PhoneBEN 6256269  
STUCKART/MIKE  
FAGANProject #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0320 SBO FOR SUPPORT OF CITY'S PUBLIC DEVELOPMENT AUTHORITIES

Agenda Wording

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018"

Summary (Background)

This SBO provides funding to support the City's Public Development Authorities.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 250,000

# 0750-36230-58700-54201

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

MCDANIEL, ADAM

**Study Session****Division Director****Other**

Urban Experience - 2/12

**Finance**

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

**For the Mayor**

DUNIVANT, TIMOTHY

Additional Approvals**Purchasing****CITY COUNCIL**

MCDANIEL, ADAM

ORDINANCE NO C35599

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	<u>\$ 250,000</u>
TO:	0750-36230	General Fund	
	58700-54201	Contractual Services	<u>\$ 250,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget one-time supplemental funding to support the City's Public Development Authorities, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

03/05/2018

<u>Date Rec'd</u>	2/21/2018
<u>Clerk's File #</u>	ORD C35600
<u>Renews #</u>	

<u>Submitting Dept</u>	CITY COUNCIL	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	BEN 6256269 STUCKART/LORI KINNEAR/CANDACE MUMM	<u>Project #</u>	
<u>Contact E-Mail</u>	AMCDANIEL@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Special Budget Ordinance	<u>Requisition #</u>	
<u>Agenda Item Name</u>	0320 SBO TO SUPPORT THE CITY'S SUB-AREA PLANNING EFFORTS		

Agenda Wording

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018"

Summary (Background)

This SBO funds the City's Sub-area Planning efforts.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 150,000		# 0650-51100-58200-54201
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> Urban Experience - 2/12
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	

ORDINANCE NO C35600

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	<u>\$ 150,000</u>
TO:	0650-51100	General Fund	
	58200-54201	Contractual Services	<u>\$ 150,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget one-time funding to support the City's Sub-area Planning efforts, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

03/05/2018

Date Rec'd

2/21/2018

Clerk's File #

ORD C35601

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/PhoneBEN 6256269  
STUCKART/KAREN  
STRATTON/BREEAN  
BEGGSProject #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0320 SBO FOR CULTURAL EVENTS

Agenda Wording

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018"

Summary (Background)

This SBO provides additional funds for cultural events in 2018.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 50,000

# 0020-88100-18900-54201

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Urban Experience - 2/12

Finance

BUSTOS, KIM

Distribution ListLegal

DALTON, PAT

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

ORDINANCE NO C35601

An ordinance amending Ordinance No. C-35565, passed by the City Council December 11, 2017, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments, and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0100-99999	General Fund	
	99999-	Unappropriated Reserves	<u>\$ 50,000</u>
TO:	0020-88100	General Fund	
	18900-54201	Contractual Services	<u>\$ 50,000</u>

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget one-time funding to provide additional support for cultural events in 2018, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage..

Passed the City Council \_\_\_\_\_

\_\_\_\_\_  
Council President

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

03/05/2018

**Date Rec'd**

2/21/2018

**Clerk's File #**RES 2018-0016  
OPR 2018-0128**Renews #****Submitting Dept**

WASTEWATER MANAGEMENT

**Cross Ref #**OPR 2018-0128  
RES 2018-0016**Contact Name/Phone**

MIKE COSTER 625-4640

**Project #****Contact E-Mail**

MCOSTER@SPOKANECITY.ORG

**Bid #****Agenda Item Type**

Contract Item

**Requisition #**

CR19055

**Agenda Item Name**

4320 RESOLUTION FOR HUBER SOLE SOURCE AND CONTRACT

**Agenda Wording**

Council approval of a sole source resolution to purchase and have installed, replacement parts used to provide preliminary treatment screening of wastewater at RPWRF. The total cost for parts and installation is \$384,334.70.

**Summary (Background)**

The facility uses automated perforated plate screening systems to remove untreatable debris from wastewater prior to full treatment. Such screening is necessary to prevent damage to subsequent treatment process equipment, as well as to achieve compliance with the State of Washington's biosolids 'recognizables' regulations. Screen damage due to grit and rocks associated with the City's Combined Sewer Overflow system is frequent and necessitates the replacement of unserviceable screen components.

**Fiscal Impact**

Grant related? NO

Public Works? YES

**Budget Account**

Expense \$ \$384,334.70

# 4320.43230.94000.56401

Select \$

#

Select \$

#

Select \$

#

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

CONKLIN, CHUCK

**Study Session****Division Director**

SIMMONS, SCOTT M.

**Other**

PIES 2/26/18

**Finance**

CLINE, ANGELA

**Distribution List****Legal**

ODLE, MARI

mhughes@spokanecity.org

**For the Mayor**

DUNIVANT, TIMOTHY

Tax &amp; Licenses

**Additional Approvals**

hbarnhart@spokanecity.org

**Purchasing**

Kkeck@spokanecity.org

LBerry@spokanecity.org

msuddreth@hhusa.net

cwahl@spokanecity.org





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

**Agenda Wording**

**Summary (Background)**

Huber perforated plate screens are only manufactured and distributed by Huber Technology, of Huntersville, NC. The total cost for these replacement parts and installation is \$384,334.70, which includes sales tax and shipping. This equipment purchase is expected to provide three years of service.

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works and Utilities
<b>Subject:</b>	Resolution and contract for purchase of Huber Equipment and Parts
<b>Date:</b>	2/26/18
<b>Contact (email &amp; phone):</b>	Michael F. Coster, Plant Manager 625-4640 <a href="mailto:mcoster@spokanecity.org">mcoster@spokanecity.org</a>
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan
<b>Strategic Initiative:</b>	Innovative Infrastructure – Affordable Utility Rates
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of a sole source resolution to purchase, and have installed, replacement parts used to provide preliminary treatment screening of wastewater at Riverside Park Water Reclamation Facility.

**Background/History:** The facility uses automated perforated plate screening systems to remove untreatable debris from wastewater prior to full treatment. Such screening is necessary to prevent damage to subsequent treatment process equipment, as well as to achieve compliance with the State of Washington's biosolids 'recognizables' regulations. Screen damage due to grit and rocks associated with the City's Combined Sewer Overflow system is frequent and necessitates the replacement of unserviceable screen components. Huber perforated plate screens are only manufactured and distributed by Huber Technology, of Huntersville, NC. The total cost for these replacement parts and installation is \$384,334.70, which includes sales tax and shipping. This equipment purchase is expected to provide three years of service.

**Executive Summary:**

- Impact  
These process components will allow the facility to maintain continuous compliance with regulatory requirements.
- Action  
Wastewater Management is seeking Council approval to purchase the replacement parts through a sole-source resolution from Huber Technology, Inc.
- Funding  
Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer bills.

**Budget Impact:**

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Annual/Reoccurring expenditure? ☐ Yes ☒ No ☐ N/A

If new, specify funding source: Department

Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

☐

N/A

Requires change in current operations/policy?

☐

Yes

☒

No

☐

N/A

Specify changes required:

Known challenges/barriers:



**City of Spokane**

**PUBLIC WORKS CONTRACT**

**Title: FINE SCREEN PARTS AND  
MODIFICATIONS FOR WASTE WATER  
TREATMENT FACILITY**

This Contract is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **HUBER TECHNOLOGY, INC.**, whose address is 9735 NorthCross Center Court, Suite A, Huntersville, North Carolina 28078 as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

**1. PERFORMANCE.**

The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization, and other items of work and costs necessary for the proper execution and completion of the work described as **PURCHASE AND INSTALLATION OF REPLACEMENT PARTS FOR HUBER SCREENING EQUIPMENT**, and in accordance with the attached Contractor's quote dated December 4, 2017.

**2. CONTRACT DOCUMENTS.**

This Contract, the Contractor's quote, and the City's resolution declaring Huber EscaMax perforated plate screen system a sole source provider constitute the contract documents and are complementary. Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file with the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205, Spokane, Washington, and are incorporated into this Contract by reference as if they were set forth at length.

**3. TIME OF PERFORMANCE.**

The Contract shall begin February 1, 2018 and parties and run through June 30, 2018, unless terminated earlier.

**4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **THREE HUNDRED EIGHTY FOUR THOUSAND THREE HUNDRED THIRTY FOUR AND 70/100 DOLLARS (\$384,334.70)**, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Riverside Park Water Reclamation Facility, Administration Office, 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 Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor. 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. BONDS.**

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a performance bond and a payment bond on the forms attached, each equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

**6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.** The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

#### **7. FEES.**

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

#### **8. STATE PREVAILING WAGES.**

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

#### **9. TAXES, FEES AND LICENSES.**

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

#### **10. CITY OF SPOKANE BUSINESS LICENSE.**

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

#### **11. 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 Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

#### **13. 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.

#### **14. INDEMNIFICATION.**

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

#### **15. INSURANCE.**

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

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

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

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

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

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

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

## **16. SUBCONTRACTOR RESPONSIBILITY.**

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
  - d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

#### **17. INDEPENDENT CONTRACTOR.**

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

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. TERMINATION.**

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

#### **20. STANDARD OF PERFORMANCE.**

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



## **21. 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 Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

## **22. CONSTRUAL.**

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

## **23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

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

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

## **24. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract 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 Contract 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 Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and

the Contractor. If conflict occurs between 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.

- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

**HUBER TECHNOLOGY, INC.,**

**CITY OF SPOKANE**

By  2.2.18  
Signature Date

By \_\_\_\_\_  
Signature Date

Joshua Dobbs  
Type or Print Name

\_\_\_\_\_  
Type or Print Name

Aftermarket Sales Manager  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

  
Assistant City Attorney

**Attachments that are part of this Contract:**

Exhibit A – Huber Technology, Inc. December 4, 2017 Quote  
Payment Bond  
Performance Bond  
Exhibit B – Certification Regarding Debarment

18-018

## RESOLUTION 2018-0016

A RESOLUTION declaring Huber EscaMax perforated plate screen system a sole source provider and authorizing the purchase of replacement parts from Huber Technology Inc. for \$400,000.00 including tax and shipping without public bidding.

WHEREAS, wastewater always contains a great deal of inert material that cannot be effectively treated in a wastewater treatment facility, such as rocks, sticks, paper, and plastic. Modern treatment facilities always incorporate 'preliminary treatment' process components to remove untreatable debris, in turn preventing it from ending up in the subsequent treatment process components (where it can cause equipment damage, unnecessarily consume treatment capacity, or render the facility's biosolids unusable). To further complicate the issue, a combined sewer overflow system (such as Spokane's) inherently contributes large quantities of abrasive and damaging mineral matter (rocks and fine grit) to its waste stream; and

WHEREAS, the City of Spokane's Riverside Park Water Reclamation Facility upgraded its preliminary treatment system a few years ago; from a very inefficient  $\frac{3}{4}$ " bar screen system (installed in the late 1970's) to a modern 6 mm (just a little under a  $\frac{1}{4}$ " ) perforated screen system manufactured by Huber Technology. The old system was well beyond its normal lifespan, allowed large quantities of untreatable debris to pass into the plant, and did not meet the new biosolids 'recognizables' regulations (WAC 173-308-205) that mandated the installation of screening systems with apertures of no more than 9.5 mm by July 1, 2012; and

WHEREAS, while modern screening systems manage to remove much larger quantities of untreatable material than did previous screening systems, such efficiency comes at a high price; there are a lot of moving parts, with tight tolerances, which lend themselves to high rates of damage and wear (particularly in a combined sewer overflow environment). In addition, modern screening systems utilize proprietary designs, which severely limit competitive pricing for replacement parts. The manufacturer, or its designated distributor, become the sole provider of such parts; and

WHEREAS, the facility's Huber screen brushes (also referred to as "perforated plate brushes") continuously undergo high rates of damage and wear because of the drastically changing flow rates and inherent characteristics of Spokane's wastewater. If the damaged plates are not replaced, it will result in a bypass of the preliminary treatment process, which is expressly prohibited in the federal discharge permit, as well as a violation of the state's biosolids screening regulations (which means that the biosolids could not lawfully be applied to agricultural land, and thus a much more expensive disposal alternative would have to be adopted); and

WHEREAS, Huber Technology, Inc. of Huntersville, North Carolina is a subsidiary of the original manufacturer of the screen system and the only source for

parts in the United States and Canada. Any warranty on the screen system is void if non-factory parts are used instead of Huber parts; and

WHEREAS, the cost of the cost of the replacement parts exceeds the 2018 public bid limit of \$49,000 for the purchase of goods; -- Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares Huber replacement parts for the EscaMax perforated plate screen system a sole source purchase; and

BE IT FURTHER RESOLVED that the City Council authorizes the purchase of replacement parts from Huber Technology, Inc. for \$400,000.00 including tax and shipping without public bidding.

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

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

Approved as to form:

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

15-430

**Billing Address**

City of Spokane  
4401 Aubery L. White Parkway  
Riverside Park WRF  
Spokane, WA 99205  
US - UNITED STATES

**Delivery Address**

Spokane WWTP  
4401 Aubery L. White Parkway  
Riverside Park Water Recl Fac  
Spokane, WA 99205  
US - UNITED STATES

**OFFER:**

Project: **71002474 / V1**  
Spokane, WA Escamax (289328)

Your Letter/Your Reference:

Date printed: Dec 4, 2017  
Our Reference: Mike Suddreth  
Phone: +1-704-990-2410  
Fax:  
Email: mike.suddreth@hhusa.net

Customer No: 114222  
Phone: +1-509-625-4656  
Fax: +1-509-625-4669

All parts in stock unless otherwise indicated below.

Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD Discount (%)	Total USD Tax (%)
1/1	70.00	pcs	50141464 screening element W1566 EscaMax	84219990	2,036.43 40%	<b>85,530.06</b> 8.8%
2/1	39.00	pcs	50141460 screening element segment rake W1566 EscaMax	84219990	2,871.33 35%	<b>72,788.22</b> 8.8%
3/1	97.00	pcs	50141467 screening element W1580 EscaMax	84219990	2,036.43 42%	<b>114,569.55</b> 8.8%
40/1	2.00	pcs	10072871 Guideway at discharge rail redesign		1,699.76	<b>3,399.52</b> 8.8%
50/1	2.00	pcs	10072872 Guideway redesign		1,374.03	<b>2,748.06</b> 8.8%
60/1	2.00	pcs	10072873 Sealing Rail		1,958.70	<b>3,917.40</b> 8.8%
70/1	4.00	pcs	713169		109.73	<b>438.92</b>

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Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD Discount (%)	Total USD Tax (%)
			flange bearing UCFC210 ZP 50 d50 bo110 BC138			8.8%
80/1	2.00	pcs	713161 flange bearing UCFC208 ZP 40 d40 bo100 BC120		80.85	<b>161.70</b> 8.8%
90/1	2.00	pcs	289328-598147 neoprene 1550x 180x 4		511.83	<b>1,023.66</b> 8.8%
100/1	4.00	pcs	289328-598146 brush L1550 d6-50/ GH170		511.83	<b>2,047.32</b> 8.8%
101/1	6.00	pcs	10124634 RakeMax/EscaMax Lower Bearing Assembly		6,412.40	<b>38,474.40</b> 8.8%
110/1	40.00	HOURL	40001 Labor Tech 1		128.00	<b>5,120.00</b> 8.8%
110/2	40.00	HOURL	40001 Labor Tech 2		128.00	<b>5,120.00</b> 8.8%
120/1	20.00	HOURL	40002 Labor - Overtime Tech 1		187.50	<b>3,750.00</b> 8.8%
120/2	20.00	HOURL	40002 Labor - Overtime Tech 2		187.50	<b>3,750.00</b> 8.8%
130/1	40.00	HOURL	40003 Travel Time		95.00	<b>3,800.00</b> 8.8%
140/1	2.00	pcs	40004 Flight		800.00	<b>1,600.00</b> 8.8%
150/1	10.00	pcs	40005 Hotel		130.00	<b>1,300.00</b> 8.8%
160/1	5.00	pcs	40006 Car Rental		100.00	<b>500.00</b> 8.8%
170/1	10.00	pcs	40007 Per Diem		51.00	<b>510.00</b> 8.8%

Quotation No: **71002474**

Date: Dec 4, 2017

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Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD Discount (%)	Total USD Tax (%)
180/1	1.00	pcs	40008 Misc		200.00	<b>200.00</b> 8.8%
190/1	1.00	pcs	40009 Freight (Estimated)		2,500.00	<b>2,500.00</b> 8.8%
				<b>Total net</b>	<b>USD</b>	<b>353,248.81</b>
				<b>including Tax</b>	<b>USD</b>	<b>31,085.89</b>
				<b>Total gross</b>	<b>USD</b>	<b>384,334.70</b>

Valid for: 90 days  
Delivery: prepaid and add  
Payment terms: Net 30 days

Best regards

Mike Suddreth

**Huber Technology, Inc.**

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## Aftermarket Sales & Service Rates 2017

### Field Service Base Rates

Continental U.S., Mexico and Canada..... \$128.00 per hour  
Outside Continental U.S., Mexico and Canada..... \$150.00 per hour

### Training

Product Training..... \$128.00 per hour

### Travel

Travel (time)..... \$95.00 per hour  
Mileage..... \$0.54 per mile

### Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... \$100.00 per hour

### Premium Rates

Overtime rate (in excess of 8 hours per day)..... \$187.50 per hour  
Standby rate..... Applicable base rate  
Double time rate (Sunday, Holiday, or in excess of 12 hours)..... \$250.00 per hour

### Expenses

Travel and accommodations..... Actual cost  
Per Diem..... Business Rate Plan 1.. \$51.00 per day  
High Cost Area Rate 2.. \$66.00 per day  
Service Truck Rate ..... \$75.00 per day  
Materials, Equipment Rental, Supplies..... Actual cost plus 20%  
Laboratory testing..... Actual cost plus 20%

### Fees

Visa, work permits, taxes, user fees or special assessments, etc..... Actual cost

### Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees)..... Actual cost



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## Aftermarket Sales & Service Rates 2017

**Field service Base Rate.** Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

**Travel.** Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

**Double Time.** Any Sunday or **Recognized Huber Technology, Inc. Holiday.**

**Transportation.** The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

**Standby rate.** Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

**Accommodations and Meals.** Meals are charged at \$51.00 per day or \$66.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

**Visa, Work Permits & Local Taxes.** The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

**Warranties.** Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work.

HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

**SCHEDULING – 10 Working Days Notice.** Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

**Insurance.** All Huber Technology, Inc. Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2017.

### **Hazardous Locations.**

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

**Minimum Daily Charge.** For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

**Overtime.** The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

**Recognized Huber Technology, Inc. Holidays** New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

**Expenses.** The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

**Payment.** All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

**Purchase Orders.** A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

- 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
- 2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

**Applicable law.** Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

Huber Technology, Inc.

Huber Technology, Inc. • 9735 NorthCross Center Court Suite A • Huntersville, NC 28078  
Phone (704) 949-1010 • Fax (704) 949-1020 • huber@hhusa.net • www.huber-technology.com

A member of the HUBER Group

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## Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber Service part (mechanical or electrical) for a period of three (3) months from the date of purchase. Should the part fail within the three (3) month warranty period, a replacement will be supplied at no charge ("Replacement Part").

- This warranty is only valid if the product is operated in accordance with the manufacturer's instructions.
- The Replacement Part must not be modified or changed in any way.
- The Replacement Part must be installed by a qualified person to the manufacturer's specifications.

**This Warranty does not apply to any damage or defect arising out of any of the following circumstances:**

- Parts needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Parts or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of parts or components due to improper or negligent operation of the equipment.
- Damage or defects to the parts, components, or equipment caused by the attempted repair by an unauthorized or unqualified person.

**All Huber parts warranties are non-transferable, and cannot be sold, assigned or transferred in any other way.**

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with replacement of the part is the responsibility of the Customer.** The request for assistance of a certified Huber field service specialist is available upon the issuance of a purchase order by the Customer. The fee for the assistance of a field service specialist includes the labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

### **Return of New Wear or Spare Parts:**

- Any **original** Huber Service part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent(20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber. **Returns will not be accepted past thirty (30) days.**
- Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, will result in the part being shipped back to Customer, at the Customer's cost, and no credit will be issued.
- **Exception:** The customer may exchange, without a restocking fee, if the incorrect part is delivered and/or sold to the Customer by a Huber team member. Huber will ship the correct part to the Customer expeditiously. A refund will be issued to the Customer upon receipt of the incorrect part at the Huber warehouse.
- **Exception:** The customer may return without a restocking fee unused parts if they were sold as part of a complete rebuild and the technician decided the parts were not needed. The customer has thirty (30) days from the date that the rebuild/service was completed. After the thirty (30) days have expired the normal Huber restocking fee will apply.

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## Warranty and Returns Policy & Instructions

### Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: [returns@hhusa.net](mailto:returns@hhusa.net). The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

### Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

### How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

**o Huber Technology, Inc.**  
**Aftermarket Sales and Service**  
**9735 NorthCross Center Court , Suite A**  
**Huntersville NC 28078**

**Phone: 704.990.2050 Fax: 704.896.2830 Email: [returns@hhusa.net](mailto:returns@hhusa.net)**

**PERFORMANCE BOND**

We, **HUBER TECHNOLOGY, INC.**, as principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED EIGHTY FOUR THOUSAND THREE HUNDRED THIRTY FOUR AND 70/100 DOLLARS (\$384,334.70)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **PURCHASE AND INSTALLATION OF REPLACEMENT PARTS FOR HUBER SCREENING EQUIPMENT**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation. Any judgment obtained against the City, which relates to or is covered by the Contract or this bond, shall be conclusive against the principal and the Surety, not only as to the amount of damages, but also as to their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on February 5, 2018

**HUBER TECHNOLOGY, INC.,**  
AS PRINCIPAL

By:   
Title: Corporate Secretary

Travelers Casualty and Surety Company of America,  
AS SURETY


A valid POWER OF ATTORNEY  
for the Surety's agent must  
accompany this bond.

By:   
Its Attorney in Fact Noah William Pierce

Connecticut  
STATE OF ~~WASHINGTON~~ )  
 ) ss.  
County of Hartford )

I certify that I know or have satisfactory evidence that Noah William Pierce  
signed this document; on oath stated that  
he/she was authorized to sign the document and acknowledged it as the agent or representative  
of the named Surety Company which is authorized to do business in the State of Washington, for  
the uses and purposes mentioned in this document.

DATED on February 5, 2018

  
\_\_\_\_\_  
Signature of Notary Joshua Sanford

My appointment expires 12/31/2021

Approved as to form:

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

**JOSHUA SANFORD**  
**NOTARY PUBLIC - 173058**  
MY COMMISSION EXPIRES DEC. 31, 2021





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Noah William Pierce**, of **Hartford, Connecticut**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

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

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of February, 2017



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**PAYMENT BOND**

We, **HUBER TECHNOLOGY, INC.**, as principal, and Travelers Casualty and Surety Company of America, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED EIGHTY FOUR THOUSAND THREE HUNDRED THIRTY FOUR AND 70/100 DOLLARS (\$384,334.70)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **PURCHASE AND INSTALLATION OF REPLACEMENT PARTS FOR HUBER SCREENING EQUIPMENT**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.. Any judgment obtained against the City, which relates to or is covered by the contract or this bond, shall be conclusive against the principal and the surety, as to the amount of damages, and their liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on February 5, 2018

**HUBER TECHNOLOGY, INC.,**  
AS PRINCIPAL

By:   
Title: Corporate Secretary

A valid POWER OF ATTORNEY  
for the surety's agent must  
accompany this bond.

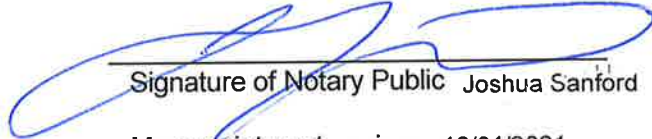
Travelers Casualty and Surety Company of America  
AS SURETY

By:   
Its Attorney in Fact Noah William Pierce

Connecticut  
STATE OF ~~WASHINGTON~~ )  
 ) ss.  
County of Hartford )

I certify that I know or have satisfactory evidence that Noah William Pierce  
signed this document; on oath stated that he/she was  
authorized to sign the document and acknowledged it as the agent or representative of the  
named surety company which is authorized to do business in the State of Washington, for  
the uses and purposes therein mentioned.

DATED: February 5, 2018

  
Signature of Notary Public Joshua Sanford  
My appointment expires 12/31/2021

Approved as to form:

**JOSHUA SANFORD**  
**NOTARY PUBLIC - 173058**  
MY COMMISSION EXPIRES DEC. 31, 2021

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





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Noah William Pierce**, of **Hartford, Connecticut**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

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

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

*5<sup>th</sup>*

day of

*February*, 2018



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
01/29/2018

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

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

<b>PRODUCER</b> Willis of North Carolina, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURED</b> Huber Technology, Inc. 9735 NorthCross Center Ct Suite A Huntersville, NC 28078	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> AXA Insurance Company		33022
	<b>INSURER B:</b> Travelers Indemnity Company		25658
	<b>INSURER C:</b> Travelers Property Casualty Company of Ame		25674
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:** W5163439**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		PCS001748 (18)	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<b>AUTOMOBILE LIABILITY</b>	Y		Y8106G293306IND18	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N No	N/A	UB9J2381781814G	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project Name: City of Spokane Public Works Contract; Fine Screen Parts and Modifications for WasteWater Treatment Facility

Contract Duration: February 1, 2018 - June 30, 2018

Huber Project ID#: 71002474

**CERTIFICATE HOLDER****CANCELLATION**

City of Spokane Riverside Park Water Reclamation Facility 4401 N. Aubrey L White Pkwy. Spokane, WA 99205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis of North Carolina, Inc.		NAMED INSURED Huber Technology, Inc. 9735 NorthCross Center Ct Suite A Huntersville, NC 28078	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The City, its officers and employees are included as an Additional Insured as respects to General Liability.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom the named insured is requested by a written contract to add as an additional insured.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL PROPERTY</b>   |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### PROVISIONS

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

#### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

##### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- The airbags are not covered under any warranty; and
- The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

#### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

##### 5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

**COMMERCIAL AUTO**

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LOSS PAYABLE CLAUSE**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

The following replaces the **LOSS PAYABLE CLAUSE** in the **BUSINESS AUTO COVERAGE PART DECLARATIONS: LOSS PAYABLE CLAUSE**

- A. We will pay you and the loss payee on file with us for "loss" to a covered "auto", as interest may appear.
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the **CANCELLATION** Common Policy Condition.  
Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payment to the loss payee, we will obtain their rights against any other party.



## ENDORSEMENT # 4

This endorsement effective on **November 1 , 2016** at 12:01 a.m. standard time, forms a part of  
Policy No. **PCS001748(18)** of the AXA Insurance Company  
Issued to **Huber Technology, Inc.**  
By **AXA Insurance Company**



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

### NOTICE OF CANCELLATION –CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Certificate Holder(s) (Person(s) Or Organization(s)) - including mailing address:	Location of Covered Operations
Any person or organization to whom you become obligated by a written contract to issue a Notice of Cancellation.	
Number of days advance notice for other than non-payment of premium: 30	
Number of days advance notice for non-payment of premium: 60	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written Notice of Cancellation when this policy is cancelled by us. We will endeavor to mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written Notice of Cancellation that we sent to you. Such copies of the Notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any of these provisions that conflict with a law that controls the Notice of Cancellation of the Insurance in this Endorsement is changed by this statement to comply with the law.

All other terms and conditions of this policy remain unchanged.

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

02/26/2018

Date Rec'd

2/12/2018

Clerk's File #

ORD C35591

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 SOLAR ENERGY PROJECTS AND ELECTRIC VEHICLE CHARGING STATIONS

Agenda Wording

An ordinance relating to permit fees for solar energy projects and electric vehicle charging stations; enacting new sections 15.05.005, 15.05.040, and 15.05.050 of the Spokane Municipal Code.

Summary (Background)

This ordinance will waive building and construction permit fees for solar energy system and electric vehicle charging station projects.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Urban Experience

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

kbecker@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

## **ORDINANCE NO. C35591**

An ordinance relating to permit fees for solar energy projects and electric vehicle charging stations; enacting new sections 15.05.005, 15.05.040, and 15.05.050 of the Spokane Municipal Code.

**WHEREAS**, renewable energy not only helps reduce greenhouse gas emissions, but also helps reduce reliance on outside sources of fossil-fuel based energy; and

**WHEREAS**, according to the City of Spokane's Sustainability Action Plan, gasoline and diesel fuel used to power vehicles is a significant source of greenhouse gases ("GHG") for City government and is the most significant source of emissions community-wide; and

**WHEREAS**, renewable energy allows the City of Spokane to be more resilient; and

**WHEREAS**, the City of Spokane's Sustainability Action Plan encourages the use of incentives over mandates; and

**WHEREAS**, the City of Spokane's Sustainability Action Plan identifies renewable energy as a strategy to improve efficiency and sustainability.

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** That there is adopted a new section 15.05.005 of the Spokane Municipal Code to read as follows:

### **Section 15.05.005 Definitions**

- A. "Electric Vehicle Charging Station" means a public or private parking space that is served by charging equipment that has as its primary purpose the transfer of electric energy to a battery or other energy storage device in an electric vehicle.
- B. "Renewable Resources" means (1) hydroelectric energy; (2) wind; (3) solar energy; (4) geothermal energy; (5) landfill gas; (6) wave, ocean, or tidal power; (7) gas from sewage treatment facilities; (8) biodiesel fuel as defined in RCW 82.29A.135 that is not derived from crops raised on land cleared from old growth or first-growth forests where the clearing occurred after the effective date of this section; and (9) biomass energy based on animal waste or solid organic fuels from wood, forest, or field residues, or dedicated energy crops that do not include (i) wood pieces that have been treated with chemical preservatives such as creosote, pentachlorophenol, or copper-chrome arsenic; (ii) black liquor byproduct from paper production; (iii) wood from old growth forests; or (iv) municipal solid waste.

**Section 2.** That there is adopted a new section 15.05.040 of the Spokane Municipal Code to read as follows:

**Section 15.05.040 Solar Energy Systems**

- A. The City of Spokane is committed to increasing the use of renewable energy citywide to become more resilient and reduce reliance on fossil-fuel based energy.
- B. All City of Spokane building and construction permit fees imposed in connection with the installation of a solar energy system pursuant to chapter 08.02, SMC shall be waived until the majority of energy sourced in Washington state is derived from renewable resources.

**Section 3.** That there is adopted a new section 15.05.050 of the Spokane Municipal Code to read as follows:

**Section 15.05.050 Electric Vehicle Charging Stations**

- A. The City of Spokane is committed to increasing the purchase of, conversion to, and use of alternative vehicle fuels such as biodiesel, natural gas, and electricity.
- B. All City of Spokane building and construction permit fees imposed in connection with the installation of an electric vehicle charging stations shall be waived until the majority of energy sourced in Washington state is sourced from renewable resources.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

02/26/2018

Date Rec'd

2/5/2018

Clerk's File #

ORD C35592

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 625-6258

Project #Contact E-Mail

BSTUCKART@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 - AMENDMENT TO SKYWALK PERMIT TERMINATION PROVISIONS

Agenda Wording

An ordinance relating to the terms under which skywalk permits may be terminated before the expiration of the permit's term.

Summary (Background)

This ordinance makes a change to current law, under which any skywalk permit may be terminated by the City Council on 90 days' written notice, without cause. This amendment would require that each skywalk permit must: be limited to 25 years' duration; contain provisions for skywalk permit termination; and contain a provision for termination upon the City's need for the right of way.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

UD Committee, 11-13-2017

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM

## **ORDINANCE NO. C35592**

An ordinance relating to early termination of skywalk permits; amending sections 12.02.0430 and 12.02.0505 of the Spokane Municipal Code.

**WHEREAS**, pursuant to RCW 35.22.280(7), the City is authorized to regulate and control the use of public streets, to authorize or prohibit the use of said streets, and to prescribe the terms and conditions upon which the same may be used; and

**WHEREAS**, consistent with this authority, pursuant to Chapter 12.02, Article III, of the Spokane Municipal Code, the City has authorized the placement and construction of overhead pedestrian skywalks in the airspace across streets to facilitate movement of pedestrian traffic; and

**WHEREAS**, skywalks permits are typically granted for a 25-year term with options to extend, but skywalk permits are by their nature revocable according to the terms of the permit scheme and to that end, SMC 12.02.0505 specifically provides that such permits may be terminated prior to the end of a term upon ninety (90) days' notice; and

**WHEREAS**, the skywalk system in the City's downtown provides a general benefit to the citizens of the City, and the City has never exercised its right to terminate a skywalk permit prior to the end of its term; and

**WHEREAS**, pursuant to SMC 12.02.0505, if the City Council terminates a skywalk permit prior to the end of its term, the City must remove the skywalk at its own cost and expense, and must compensate the permittee for the loss of the use of the skywalk on the basis of the actual construction cost of the skywalk amortized over the entire term of the permit; and

**WHEREAS**, it is in the best interests of the City of Spokane to amend this section and to allow for case-by-case determination of when and how to remove skywalks and to ensure that developers have more certainty that the skywalks they build will only be removed pursuant to the negotiated terms of the skywalk agreement.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 12.02.0430 of the Spokane Municipal Code is amended to read as follows:

### **Section 12.02.0430 Agreement – Conditions – Indemnification**

- A. At the time of consideration by the city council, the applicant must present a signed agreement, approved by the city attorney. Said agreement identifies the airspace and location of the skywalk, its construction, lists any conditions or exceptions, ~~((and))~~ promises the applicant will fully indemnify and hold harmless the City, its officers, agents, and employees against all losses or liabilities for any

personal injury or property damage to any person or entity occasioned by the issuance of the skywalk permit or enjoyment of permit privileges, and provides for the method(s) of termination of the agreement, subject to the limitations stated in SMC 12.02.0505.

- B. No agreement between any private parties shall in any way bind or estop the city council from exercising its discretion to grant or deny permission for an interblock connection to the pedestrian skywalk system on the basis of a full consideration of the best interests of the general public, and the municipal agreement shall so stipulate.
- C. The agreement shall also provide for limiting claims for compensation of disputes as provided herein. It shall provide that, upon revocation for cause as provided hereafter, the costs of removal by the City shall comprise a lien against the permittee's premises for all costs of removal, including reasonable attorney's fees if suit is initiated to compel removal. The agreement shall pledge full compliance with this article and any conditions imposed upon the permit.
- D. Agreements entered into pursuant to this section shall have a term of no more than 25 years.

**Section 2.** That section 12.02.0505 of the Spokane Municipal Code is amended to read as follows:

**Section 12.02.0505 Early Permit Termination – Compensation**

- A. ~~((In the event the city council determines that the skywalk privileges granted under this article are needed by the City for public use prior to the expiration of any permit, then the City may terminate the permit upon ninety days notice to the permittee in writing.))~~Each skywalk agreement executed pursuant to SMC 12.02.0430 shall (i) be in the nature of a permit, and (ii) shall include language describing the terms upon which the agreement may be terminated, including, without limitation, public convenience or need for use of the public right of way. In the event of such ((event))termination, the City will cause the skywalk to be removed from the public airspace at its own cost and expense.
- B. The City will compensate the permittee for the loss of the use of the skywalk because of this section for the remainder of the term of the permit on the basis of the actual construction cost amortized over the entire term of the permit.
- C. By accepting this permit and/or exercising the rights granted hereunder, the permittee and his successors, designees and assignees, and all adjoining property owners given access to the skywalk system, must agree to limit all claims for compensation to a proportionate sum to be derived under the method set forth hereinabove for determining the amount of just compensation for the loss of the use of the pedestrian skywalk, and that method shall be the sole and exclusive method for measuring the total damages and just compensation to

private property resulting from such an exercise of the eminent domain power or other powers and rights by the City of Spokane.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



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

02/26/2018

Date Rec'd

2/6/2018

Clerk's File #

ORD C35593

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 REALITY-BASED POLICE SHOWS

Agenda Wording

An ordinance relating to reality-based police show program filming; enacting a new chapter 10.56 to the Spokane Municipal Code.

Summary (Background)

This ordinance: Acknowledges that most reality-based police shows over-represent incidences of violent crime, over-represent minorities and people of color as perpetrators of crime, misrepresent people suffering from mental illness as perpetrators of crime, and over-represent the number of crimes that get resolved, requires business registrations for entities engaging in reality-based police shows, gives City of Spokane employees opportunity to decline participation in the shows.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Public Safety - 2/5

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This ordinance gives the City the opportunity review footage and prevent its broadcast. This ordinance also creates insurance requirements for reality-based police shows embedding with City employees

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


## **ORDINANCE NO. C35593**

An ordinance relating to reality-based police show program filming; enacting a new chapter 10.56 to the Spokane Municipal Code.

**NOW, THEREFORE,** the City of Spokane does ordain:

**Section 1.** That there is enacted a new chapter 10.56 of the Spokane Municipal Code to read as follows:

### **Chapter 10.56 Reality-Based Police Shows**

#### **Section 10.56.005 Legislative Findings; Purpose and Intent**

- A. The City of Spokane finds that reality-based police shows create a financial gain by using the images of private individuals for profit when those individuals are in extreme distress and may not be capable of providing their consent for the exploitation of their actions, image, or likeness for the profit of the production and distribution entities.
- B. The City finds that studies of reality-based police shows find that they often over-represent incidents of violent crime, over-represent minorities and people of color as perpetrators of crime, misrepresent people suffering from mental illness as perpetrators of crime, and over-represent the number of crimes that get resolved.
- C. The City of Spokane intends to legislate to ensure that City police personnel do not allow private entities to profit from the inability of subjects of police involvement to consent to the use of their image, and to ensure that the City of Spokane and its efforts to address criminality are accurately represented.

#### **Section 10.56.010 Definitions**

- A. "Broadcast" means to communicate or transmit any content, including audio or video programming, to recipients over a communication network.
- B. "Consent" means a knowing, voluntary, and informed written waiver indicating the willingness of a person shown in video captured by a reality-based police show and obtained prior to the broadcast of such video. A person who is mentally incapacitated as defined in this chapter is incapable of providing the consent required by this chapter.
- C. "Footage" means any raw, unedited material filmed or recorded by a film or video camera.
- D. "Mentally incapacitated" means any condition existing at the time the person signs a release which prevents a person from understanding the nature or consequences of consenting to the broadcasting or distribution of this footage whether that condition is produced by illness, defect, the influence of a substance or from some other cause.

- E. “Reality-Based Police Show” means any nationally televised or nationally distributed digital program that temporarily embeds camera crews with law enforcement personnel for the purpose of documenting and publishing law enforcement interactions with people within the city of Spokane, regardless of whether the law enforcement personnel are Spokane Police Department or Spokane County Sheriff’s Department personnel.

#### **Section 10.56.020 Business Registration Required**

All businesses engaging in filming, developing, publishing, producing, or distributing reality-based police shows featuring footage filmed within the city of Spokane or filmed while embedded with law enforcement personnel shall obtain a business registration pursuant to chapter 08.10, SMC.

#### **Section 10.56.030 Consent Required**

- A. Reality-based police shows shall not publish, produce, broadcast, distribute or make publicly available any footage of any person within the city of Spokane without first receiving written consent from all persons in the footage.
- B. Mentally incapacitated individuals are, for purposes of this chapter, incapable of providing the consent required.

#### **Section 10.56.040 Interaction with City of Spokane Employees**

- A. While “embedded” and participating in law enforcement business, all reality-based police show participants shall obey the commands and directions of all Spokane Police Department and City of Spokane employees.
- B. All City of Spokane employees shall have the option of refusing to participate in the filming of reality-based police shows. No City of Spokane employee shall participate in the filming of reality-based police shows without obtaining the prior written approval of the Chief of Police or the City Administrator.

#### **Section 10.56.050 Opportunity for Review**

- A. All reality-based police show footage filmed within the City of Spokane which includes City of Spokane employees shall be made available to the City of Spokane immediately upon request.
- B. The Spokane Police Department shall review all reality-based police show footage that includes City of Spokane employees which is to be made publicly available prior to broadcast to ensure accuracy, compliance with Spokane Police Department policies and procedures, protection of the public trust, and compliance with this chapter.
- C. The City of Spokane reserves the right to remove, revise, or prevent any content from being broadcast by a reality-based police show that includes City of Spokane employees.

**Section 10.56.060 Insurance Required**

- A. All entities engaging in the development, production, filming, or distribution of reality-based police shows in the City of Spokane shall provide to the City of Spokane Certificate(s) of Insurance (“COI”) as evidence of General Liability coverage in the amount not less than \$1,000,000 (one million dollars) for each occurrence.
- B. The City of Spokane shall be named as an additional insured on the entity engaging in reality-based police shows which films City of Spokane employees, which shall be up to a minimum of \$1,000,000 (one million dollars).
- C. The insurance of the entity engaging in reality-based police show filming of City of Spokane employees shall be the primary insurance with respect to the City of Spokane, Spokane Police Department, and City of Spokane employees.

**Section 10.56.070 Penalties**

- A. Any violation of this chapter is a class 1 civil infraction.
- B. Each broadcast or download of footage that includes persons who have not executed a valid consent is a separate violation subject to a separate penalty.
- C. Nothing in this law pre-empts or otherwise waives any additional claims for damage for invasion of privacy or other violations of civil or statutory law.

**Section 10.56.080 Severability**

If any court of law determines that any particular provision of this chapter is void or of no legal effect, the offending provision(s) shall be deemed struck from this chapter and the remainder of the chapter shall continue in force unaffected.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

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

02/26/2018

<u>Date Rec'd</u>	2/6/2018
<u>Clerk's File #</u>	ORD C35594
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	CITY COUNCIL
<u>Contact Name/Phone</u>	KAREN STRATTON 625-6291
<u>Contact E-Mail</u>	KSTRATTON@SPOKANECITY.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0320 - ORDINANCE REAFFIRMING SPOKANE HOUSING AUTHORITY FORMATION

**Agenda Wording**

An ordinance confirming the formation of the Spokane Housing Authority as a joint authority of the City, the County and the City of Spokane Valley.

**Summary (Background)**

The Spokane Housing Authority was formed in 1971. The City Council, City of Spokane Valley City Council, and Board of County Commissioners have determined there is a continuing need for a housing authority in the region. There is a need to update the ordinances and resolutions authorizing the formation of SHA to provide for the efficient governance of SHA and to allow expansion of SHA to areas not currently served.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u> PSCH, 2-5-2018
<u>Finance</u>	BUSTOS, KIM	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	
<u>For the Mayor</u>	DUNIVANT, TIMOTHY	
<u>Additional Approvals</u>		
<u>Purchasing</u>		
<u>CITY COUNCIL</u>	MCDANIEL, ADAM	

## **ORDINANCE NO. C35594**

**AN ORDINANCE OF THE CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON, CONFIRMING THE FORMATION OF THE SPOKANE HOUSING AUTHORITY AS A JOINT HOUSING AUTHORITY; PROVIDING FOR MATTERS REQUIRED PURSUANT TO RCW 35.82.300; REPEALING CERTAIN RESOLUTIONS; ADDING A NEW CHAPTER TO TITLE 6 OF THE SPOKANE MUNICIPAL CODE AND OTHER MATTERS RELATING THERETO.**

WHEREAS, The Washington Legislature, by enactment of Chapter 23, Section 4, of the Laws of 1939, as amended (currently codified as RCW 35.82.030), created in each city and in each county of the State a public body corporate and politic a housing authority of such city or county, as applicable. Such statute further provides that no such authority shall transact any business or exercise its powers under chapter 35.82 RCW until or unless the governing body of the city or the county, as the case may be, declares by resolution that there is need for an authority to function in such city or county. Pursuant to a resolution adopted by its City Council on December 13, 1971, the City of Spokane (City) declared a need for a housing authority to function within the City of Spokane, and named such housing authority as the "Housing Authority of the City of Spokane;" and

WHEREAS, There are unsanitary and unsafe inhabited dwellings located in the incorporated cities and towns within Spokane County (County), and in the unincorporated area of the County, as well as a shortage of safe and sanitary dwelling accommodations available at rents affordable to persons of low to moderate income and to senior citizens. These conditions constitute a threat to the health, safety and welfare of the residents of the County. It appears likely that substandard housing conditions cannot entirely be relieved by the private sector; and

WHEREAS, RCW 35.82.300 authorizes cities and counties to form joint housing authorities. To do so, the legislative authorities of one or more counties and the legislative authorities of any city or cities within any of those counties or in another county or counties must authorize the joint housing authority by ordinance, which ordinance is required to prescribe: (1) the number of commissioners of the joint housing authority, (2) the method for their appointment, (3) the length of their terms, (4) the method for their removal; (5) the election of officers of the joint housing authority; (6) the allocation of all costs of the joint housing authority; and (7) any other matters necessary for the operation of the joint housing authority; and

WHEREAS RCW 35.82.300(4) provides that a "joint housing authority shall have all the powers as prescribed by [chapter 35.82 RCW] for any housing authority" and that "[t]he area of operation of a joint housing authority shall be the combined areas, defined by RCW 35.82.020(6), of the housing authorities created in each city and county authorizing the joint housing authority;" and

WHEREAS, Pursuant to Resolution No. 01-83, adopted by the Spokane City Council on September 24, 2001, and Resolution No. 1-0752, adopted by the Board of County Commissioners on August 14, 2001, Spokane and the County authorized the formation of the "Spokane Housing Authority" (Authority) as a joint housing authority within the boundaries of Spokane and the unincorporated portions of the County. Pursuant to Resolution No. 03-047, adopted by the Spokane Valley City Council on September 23, 2003, the City of Spokane Valley (Spokane Valley) authorized the formation of the Authority as a joint housing authority within the boundaries of the Spokane Valley. The Board of County Commissioners and the Spokane City Council have further adopted resolutions delegating to the Spokane Valley Mayor the authority to appoint two of the Authority's commissioners, and increasing the number of Authority commissioners from five to six; and

WHEREAS, the City of Spokane City Council, City of Spokane Valley City Council, and Board of County Commissioners have determined there remains a continuing need for a housing authority within the Spokane region. There exists a need to update the ordinances and resolutions authorizing the formation of the Authority to provide for the efficient governance of the Authority and to allow expansion of the Authority to areas not currently served by the Authority; and

WHEREAS, the City Council of the City hereby declares there remains a continuing need for a housing authority to function in the City, and hereby reaffirms each and every previous declaration of such need by the City Council. The City Council hereby determines it is necessary and desirable to adopt an updated ordinance to provide for the efficient governance of the Authority and to allow expansion to areas outside of the City, Spokane Valley, and unincorporated areas of the County.

NOW THEREFORE, the City of Spokane, Washington, does ordains:

Section 1. That a new chapter is adopted to Title 6 designated as SMC 6.09 to read as follows:

<b>6.09.010</b>	<b>Finding of Necessity</b>
<b>6.09.020</b>	<b>Authorization of Authority</b>
<b>6.09.030</b>	<b>Commissioners</b>
<b>6.09.040</b>	<b>Bylaws</b>
<b>6.09.050</b>	<b>Officers, Agents and Employees</b>
<b>6.09.060</b>	<b>Allocation of Costs of the Authority</b>
<b>6.09.070</b>	<b>Assumption of Responsibilities</b>
<b>6.09.080</b>	<b>Deactivation of the Authority</b>
<b>6.09.090</b>	<b>Repeal of Certain Prior Acts</b>
<b>6.09.100</b>	<b>Ratification of Past Acts</b>
<b>6.09.110</b>	<b>Severability</b>
<b>6.09.120</b>	<b>Effective Date</b>



#### **6.09.010      Finding of Necessity**

Upon review of the information before it and in consideration of material provided to it, the City Council of the City makes the following determinations:

- a. The City Council hereby adopts the recitals set forth in this Ordinance;
- b. Access to safe, secure and affordable housing is important to the residents of the City, Spokane Valley and the County, collectively “the Community”.
- c. Access to this type of housing is increasingly difficult to many residents of The Community;
- d. The Spokane Housing Authority, with support from the Community has successfully undertaken many initiatives to provide more housing opportunities, but there is still an unmet need that can best be addressed by the collective approach of the Community.

#### **6.09.020      Authorization of Authority**

A joint housing authority (within the meaning of RCW 35.82.300), to be known as “Spokane Housing Authority”, is authorized by the City Council to be formed within the boundaries of the City.

#### **6.09.030      Commissioners**

The powers of the Authority are hereby vested in the Authority’s commissioners in office from time to time. The commissioners in office from time to time shall be referred to as the Authority’s “Board of Commissioners” (the Board).

##### **A.      Number**

The number of commissioners of the Authority shall be seven. Upon formation, one of the Authority’s commissioners shall be designated as the “Assisted Commissioner”, two of the Authority’s commissioners shall be designated as the “Spokane Commissioners”, two of the Authority’s commissioners shall be designated as the “Spokane Valley Commissioners”, and two of the Authority’s commissioners shall be designated as the “County Commissioners”.

##### **B.      Method for Appointment**

The Authority’s commissioners shall be appointed and re-appointed in the following manner:

1. Assisted Commissioner. The Assisted Commissioner shall be an individual who is directly assisted by the Authority (e.g. a resident of a housing project owned by the Authority, a recipient of Section 8 Housing Choice Voucher administered by the Authority) at the time such individual is appointed as the Assisted Commissioner. The Assisted Commissioner

shall be appointed by the Authority's Board. Such appointment shall be evidenced by a resolution of the Board, which resolution shall be retained by the Authority's Executive Director (as defined herein). Such resolution shall be conclusive evidence of the due and proper appointment of the Assisted Commissioner.

2. Spokane Commissioners. Each Spokane Commissioner shall be an individual who, at the time such individual is appointed or re-appointed as a Spokane Commissioner, is a resident of Spokane. Each Spokane Commissioner shall be appointed by the Mayor of Spokane and confirmed by the Spokane City Council. Such appointment shall be evidenced in writing by the Mayor and the Spokane City Council (or by the Spokane City Clerk reflecting action by the Spokane City Council), and transmitted to the Authority's Executive Director. Such writing(s) shall be conclusive evidence of the due and proper appointment of the Spokane Commissioner to which the writing pertains.
3. Spokane Valley Commissioners. Each Spokane Valley Commissioner shall be an individual who, at the time such individual is appointed or re-appointed as a Spokane Valley Commissioner, is a resident of Spokane Valley. Each Spokane Valley Commissioner shall be appointed by the Mayor of Spokane Valley and confirmed by the Spokane Valley City Council. Such appointment shall be evidenced in writing by the Mayor and the Spokane Valley City Council (or by the Spokane Valley City Clerk reflecting action by the Spokane Valley City Council) and transmitted to the Authority's Executive Director. Such writing(s) shall be conclusive evidence of the due and proper appointment of the Spokane Valley Commissioner to which the writing pertains.
4. County Commissioners. Each Spokane County Commissioner shall be an individual who, at the time such individual is appointed or re-appointed as the County Commissioner, is a resident of Spokane County (regardless of whether such individual resides in an incorporated city or town or in the unincorporated area of the County; however, they may not reside inside the City of Spokane or the City of Spokane Valley city limits). The County Commissioners shall be appointed by the Board of County Commissioners. Such appointment shall be evidenced in writing by the Board of County Commissioners (or by the Clerk of the Board of County Commissioners reflecting action by the Board of County Commissioners) and transmitted to the Authority's Executive Director. Such writing shall be conclusive evidence of the due and proper appointment of the County Commissioners.

C. Length of Terms

Each commissioner shall be appointed (or re-appointed) for a term of office of five years from the date such commissioner is appointed (or re-appointed, if applicable). At the end of a commissioner's term of office, the commissioner shall hold office until his or her successor has been appointed, unless sooner removed according to this Ordinance. Notwithstanding the foregoing, a person appointed as the Assisted Commissioner may serve in that position only as long as he or she is directly assisted by the Authority.

D. Method of Removal

1. The Assisted Commissioner may be removed for neglect of duty, or misconduct in office. Any such removal shall be evidenced in a resolution of the Board. The Assisted Commissioner shall be removed only after he or she shall have been given a copy of the charges by the Board Chair. Removal of the Assisted Commissioner requires a majority vote of the Board.
2. The Mayor of Spokane, with confirmation by the Spokane City Council, may remove a Spokane Commissioner for neglect of duty, or misconduct in office. A Spokane Commissioner shall be removed only after he or she shall have been given a copy of the charges by (or on behalf of) the Mayor of Spokane.
3. The Mayor of the City of Spokane Valley, with confirmation by the City of Spokane Valley City Council, may remove a City of Spokane Valley Commissioner for neglect of duty, or misconduct in office. A City of Spokane Valley Commissioner shall be removed only after he or she shall have been given a copy of the charges by (or on behalf of) the Mayor of the City of Spokane Valley.
4. The Chairperson of the Board of County Commissioners, with confirmation by the Board of County Commissioners, may remove a Spokane County Commissioner for neglect of duty, or misconduct in office. A Spokane County Commissioner shall be removed only after he or she shall have been given a copy of the charges by (or on behalf of) the Chairperson of the Board of County Commissioners.

E. Vacancies

A mid-term vacancy resulting from the death, resignation or removal of a commissioner shall be filled by the appointment of a replacement commissioner. The replacement commissioner shall be appointed in the manner set forth in Section 6.09.030(B)2. The replacement commissioner shall serve for the remaining stated term of the replaced commissioner; however, if the remaining term of the replaced commissioner is less than one year at the time the replacement commissioner is appointed, the replacement commissioner shall serve for a full five-year term (measured pursuant to Section 6.09.030 (C) of this ordinance).



#### G. Quorum

Four commissioners shall constitute a quorum of the Board for the purpose of conducting its business and exercising its powers and for all other purposes Action may be taken by the Board upon a vote of a majority of the commissioners present at the time such action is taken, unless in any case the bylaws of the Authority shall require a larger number.

#### H. Officers of the Board

The Board shall select from among its commissioners a Chair and a Vice Chair of the Authority, each of whom shall serve in such capacity until the Board appoints a successor.

#### I. Compensation

A commissioner shall receive no compensation for his or her services for the Authority, in any capacity, but he or she shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of his or her duties as a commissioner.

#### J. Existing Commissioners

The commissioners in office on the effective date of this Ordinance shall continue to serve the respective terms, subject to removal pursuant to Section 6.09.030(D) of this Ordinance.

### **6.09.040 Bylaws**

The Board may adopt, and from time to time, may amend or restate, bylaws and other rules of operation for the Authority. Bylaws of the Authority must include provisions for annual, regular and special meetings of the Board. The Bylaws shall be consistent with this Ordinance and RCW Chapter 35.82.

### **6.09.050 Officers, Agents and Employees**

The Authority may employ an Executive Director of the Authority. If an Executive Director is employed, that individual also shall be Secretary of the Authority. The Authority also may employ technical experts and such other officers, agents and employees, permanent and temporary, as it may require, and shall determine their qualifications, duties and compensation. For such legal services as it may require, the Authority may employ its own counsel and legal staff. The Authority, acting through the Board, may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

### **6.09.060 Allocation of Costs of the Authority**

- A. The Authority is and shall be solely responsible for all debts and operating expenses incurred in the operation of the Authority. No costs of the Authority shall be allocated to Spokane, Spokane Valley or the County. The obligations of the Authority shall not be a debt of Spokane, Spokane Valley, the County, the State of Washington or any political subdivision of the State of Washington (other than the Authority). Subject to Section 6.09.060(B) of this Ordinance, neither Spokane, Spokane Valley, the County, the State of Washington nor any political subdivision of the State of Washington (other than the Authority), shall be liable for the obligations of the Authority, nor in any event shall obligations of the Authority be payable out of any funds or properties other than those of the Authority.
- B. Nothing in Section 6.09.060(A) of this Ordinance shall prevent Spokane, Spokane Valley, the County, the State of Washington or a political subdivision of the State of Washington from providing assistance to the Authority, financial or otherwise, under the Housing Cooperation Law (chapter 35.83 RCW) or any other applicable law, or prevent the Authority from using any such assistance to pay obligations of the Authority.

**6.09.070      Assumption of Responsibilities**

The Authority assumed all of the contractual and financial liabilities for the Housing Authority of the City of Spokane, as such liabilities existed on the date the Authority became a joint housing authority under RCW 35.82.300.

**6.09.080      Deactivation of the Authority**

Upon deactivation of the Authority as provided by law, the assets of the Authority shall be applied and distributed pursuant to RCW 35.82.325. However, if the Housing Authority of the City of Spokane is reactivated at the time the Authority is deactivated, it shall be entitled to the return of all assets held by it prior to the organization of the Authority, and the Housing Authority of the City of Spokane shall assume all debts encumbering and/or associated with said assets.

**6.09.090      Repeal of Certain Prior Acts**

The City intends for this Ordinance to replace all prior authorizing actions and hereby repeals all prior official acts related to authorizing the Authority that are contrary to this Ordinance, including Resolution No. 03-047, and those actions shall have no further force and effect other than to evidence that the Authority was duly organized as a joint housing authority pursuant to RCW 35.82.300, and has operated as a joint housing authority at all times since September 24, 2001. Such repeal shall not be effective until the date this Ordinance and the other substantive provisions become effective.

**6.09.100      Ratification of Past Acts**

All acts heretofore taken by Spokane, Spokane Valley and the County to organize the Authority as a joint housing authority under RCW 35.82.300 are hereby ratified, confirmed and approved.

**6.09.110     Severability**

If any part of this Ordinance is declared unenforceable, invalid, or unconstitutional, such unenforceability, invalidity, or unconstitutionality shall not affect the enforceability, validity, or constitutionality of the remainder.

**6.09.120     Effective Date**

This Ordinance shall be in full force and effect on the later of (A) the date an ordinance substantially similar to this Ordinance takes effect as to Spokane under Article III, Section 19.B, of the Spokane City Charter; (B) the date an ordinance substantially similar to this Ordinance is enacted by Spokane Valley and the County, or (C) five days after the date of publication of this Ordinance or a summary thereof in the official newspaper of the City as provided by law.

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2018.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



BRIEFING PAPER  
CITY OF SPOKANE  
PUBLIC SAFETY AND COMMUNITY HEALTH COMMITTEE  
JANUARY 23, 2017

Subject:

AN ORDINANCE relating to changes in in the make-up of and appointment to the members of the Board of Commissioners of the Spokane Housing Authority (the "Authority").

Background:

The City Council of the City of Spokane created a housing authority in December of 1971. Over time Spokane County and the City of Spokane Valley became active in support of and in the activities and operation of the Authority. Therefore, the make-up of the Board of Commissioners of the Authority changed to include representation of these other partners. (There is no general fund revenue support of the Authority by any these entities to the operation of the Authority.) The Authority has issued debt and received grant and other funds to acquire housing for low income and disadvantaged individuals, manages these facilities and also administers the Section 8 HUD program in this region which provides for additional housing stock for those who qualify.

As changes were made in the make up the Board of Commissioners, there has developed some inconsistency in the governing documents of the two cities and Spokane County as they relate to the Authority. Attorneys for all three entities, in consultation with the Authority, have collaboratively drafted an Ordinance that will be presented to the Board of County Commissioners and the City Councils of the two cities for consideration and hopeful adoption.

The primary areas that will now be consistent in all three of the ordinances when adopted are:

- 1) The Board of Commissioners of the Authority will be able to deal with governance issues through By-Laws instead of being required to modify ordinances of three entities, allowing for more efficiencies in operation.
- 2) The ordinance provides that the two cities and the County will each appoint two members of the Board of Commissioners. Those six commissioners will then together appoint a seventh (identified as an "assisted commissioner" which is required by the Section 8 Housing Voucher Program). This will facilitate the Board of Commissioners operating at full strength).
- 3) Other housekeeping issues where confusion had previously been created are made consistent.

Impact:

Adoption of the Ordinance by all three jurisdictions will assist in providing a smooth and consistent operation of the Housing Authority which is an important operating entity for the entire region and provides affordable and quality housing to thousands of individuals and families in this region.

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

03/05/2018

Date Rec'd

2/21/2018

Clerk's File #

ORD C35602

Renews #Submitting Dept

CITY COUNCIL

Contact Name/Phone

BEN STUCKART 6256269

Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

0320 PROCUREMENT POLICIES UPDATE

Cross Ref #Project #Bid #Requisition #Agenda Wording

An ordinance relating to the standards and processes for procurement; repealing sections 07.06.0295, 07.06.162, 07.06.177, 07.06.269, 07.06.272, and 07.06.550; amending sections 07.06.020, 07.06.0225, 07.06.030, 07.06.035, 07.06.060, 07.06.097

Summary (Background)

Please see the attached memo on the changes to these sections.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Finance &amp; Administration

Finance

BUSTOS, KIM

Distribution List

Legal

DALTON, PAT

Sstopher@spokanecity.org

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

7.06.100, 7.06.110, 7.06.120, 7.06.130, 7.06.140, 7.06.150, 7.06.160, 7.06.165, 7.06.167, 7.06.170, 7.06.173, 7.06.174, 7.06.180, 7.06.182, 7.06.185, 7.06.190, 7.06.200, 7.06.220, 7.06.250, 7.06.260, 7.06.261, 7.06.262, 7.06.264, 7.06.267, 7.06.270, 7.06.271, 7.06.274, 7.06.275, 7.06.276, 7.06.280, 7.06.290, 7.06.310, 7.06.320, 7.06.330, 7.06.340, 7.06.400, 7.06.420, 7.06.430, 7.06.500, 7.06.510, 7.06.520, 7.06.530, 7.06.540, 7.06.600, 7.06.610, 7.06.620, 7.06.700, 7.06.710, 7.06.720, 7.06.730, 7.06.750, 7.06.760, and 7.06.770;

Summary (Background)

Fiscal Impact

Budget Account

Select \$

#

Select \$

#

Distribution List


## ORDINANCE NO. C35602

An ordinance relating to the standards and processes for procurement; repealing sections 07.06.0295, 07.06.162, 07.06.177, 07.06.269, 07.06.272, and 07.06.550; amending sections 07.06.020, 07.06.0225, 07.06.030, 07.06.035, 07.06.060, 07.06.097, 07.06.100, 07.06.110, 07.06.120, 07.06.130, 07.06.140, 07.06.150, 07.06.160, 07.06.165, 07.06.167, 07.06.170, 07.06.173, 07.06.174, 07.06.180, 07.06.182, 07.06.185, 07.06.190, 07.06.200, 07.06.220, 07.06.250, 07.06.260, 07.06.261, 07.06.262, 07.06.264, 07.06.267, 07.06.270, 07.06.271, 07.06.274, 07.06.275, 07.06.276, 07.06.280, 07.06.290, 07.06.310, 07.06.320, 07.06.330, 07.06.340, 07.06.400, 07.06.420, 07.06.430, 07.06.500, 07.06.510, 07.06.520, 07.06.530, 07.06.540, 07.06.600, 07.06.610, 07.06.620, 07.06.700, 07.06.710, 07.06.720, 07.06.730, 07.06.750, 07.06.760, and 07.06.770; and enacting a new section 07.06.155 of the Spokane Municipal Code.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That sections 07.06.0295, 07.06.162, 07.06.177, 07.06.269, 07.06.272, and 07.06.550 of the Spokane Municipal Code are hereby repealed.

**Section 2.** That sections 07.06.020, 07.06.0225, 07.06.030, 07.06.035, 07.06.060, 07.06.097, 07.06.100, 07.06.110, 07.06.120, 07.06.130, 07.06.140, 07.06.150, 07.06.160, 07.06.165, 07.06.167, 07.06.170, 07.06.173, 07.06.174, 07.06.180, 07.06.182, 07.06.185, 07.06.190, 07.06.200, 07.06.220, 07.06.250, 07.06.260, 07.06.261, 07.06.262, 07.06.264, 07.06.267, 07.06.270, 07.06.271, 07.06.274, 07.06.275, 07.06.276, 07.06.280, 07.06.290, 07.06.310, 07.06.320, 07.06.330, 07.06.340, 07.06.400, 07.06.420, 07.06.430, 07.06.500, 07.06.510, 07.06.520, 07.06.530, 07.06.540, 07.06.600, 07.06.610, 07.06.620, 07.06.700, 07.06.710, 07.06.720, 07.06.730, 07.06.750, 07.06.760, and 07.06.770 of the Spokane Municipal Code are amended to read as follows:

### **Section 07.06.020 Designees**

Reference to the ~~((mayor))~~Mayor, ~~((city—clerk))~~City Clerk or ~~((purchasing director))~~Purchasing Director includes their respective designees.

### **Section 07.06.0225 Competitive Bidding Consideration of Tax Revenues**

- A. Bids and price quotes shall be solicited whenever possible from vendors located in ~~((the city of))~~ Spokane and Washington State. However, pursuant to the ~~((city charter))~~City Charter and Washington law on competitive procurement, the ~~((city))~~City may not favor local businesses in the award of competitively awarded contracts.

- B. In accordance with RCW 39.30.040 for purchases of supplies, materials, or equipment, the City shall take into consideration the sales tax revenue the City would receive by purchasing from a supplier located within its boundaries. The City shall provide notice to all potential bidders of its intent to award a contract based on this method at the time of bid advertisement. Provided, however, the City shall use the same form of bid advertisement and evaluation as used by the State of Washington for vehicles and motor equipment purchases.

### **Section 07.06.030 Guidelines**

The ~~((purchasing—director))~~Purchasing Director is authorized to establish ~~((regulations))~~procedures to serve as guidelines ~~((in—implementing))~~for the implementation of this chapter.

### **Section 07.06.035 “Committee to Receive Bids” Defined**

The committee to receive bids consists of the ~~((director of purchasing))~~Purchasing Director and the ~~((city clerk))~~City Clerk. The committee receives bids and refers them to the department requesting the work, or the purchaser, for evaluation and recommendation to the ~~((city council))~~City Council for acceptance or rejection. In the case of a joint bid with another governmental agency, only one (1) committee member need be present to receive bids.

### **Section 07.06.060 “Minor Contract” Defined**

“Minor contract” means a:

- A. contract that involves a net revenue or expense (excluding sales tax and state filing fees) of thirty-five thousand dollars or less within a twelve-month period, and is of a routine nature, provided that the total expense (excluding sales tax and state filing fees) does not exceed a total of one hundred thousand dollars over the term of the contract (not including renewals); or
- B. housekeeping change or clarification to a contract that does not affect a material term or condition.

Effective the first of January of 2002 and the first of January of each year thereafter, the thirty-five thousand dollar limit shall be adjusted by the comptroller by an amount equal to one hundred percent of the average of the previous July - July U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded to the nearest multiple of one hundred dollars.

Effective the first of January of 2006 and the first of January of each year thereafter, the one hundred thousand dollar limit shall be adjusted by the comptroller by an amount equal to one hundred percent of the average of the previous July - July

U.S. All City Average (CPI-U and CPI-W). The newly determined amount shall be rounded to the nearest multiple of one hundred dollars.

#### **Section 07.06.097 Use of Credit Cards**

- A. The ~~((comptroller))~~Director of Finance Administration maintains a credit card account with a suitable financial institution.
- B. The ~~((purchasing director))~~Purchasing Director distributes cards to such employees as appropriate for their use in making small purchases.
- C. Should a charge be disallowed, the charging employee must pay the amount of any disallowed charge to the City ~~((before the date the City is required to pay the billing from the credit card company))~~immediately. Should the employee fail to timely pay, the City has a lien against any sums payable to the employee, including wages.
- D. Use of procurement cards is subject to such rules and regulations as ~~((the comptroller may from time to time adopt))~~detailed in the City's policies and procedures. A card may not be used for cash advances.

#### **Section 07.06.100 Application**

Except as otherwise provided by law or otherwise, procurements of all ~~((public works))~~Public Works, goods, and services are by ~~((public bidding))~~competitive procurement as defined in the City's policies and procedures.

- A. ~~((Local improvements are by public bidding when the estimated cost of the improvement exceeds five thousand dollars pursuant to RCW 35.43.190.~~
- B. ~~Public works are by public bidding when the estimated cost of the public work exceeds:~~
  - 1. ~~ninety thousand dollars if more than a single craft or trade is involved in the project; or~~
  - 2. ~~forty five thousand dollars if only a single craft or trade is involved in the project or the project is street signalization or street lighting.~~

~~In accordance with RCW 39.04.155, the City may use the small works roster process (including limited public works) as an alternate means of contracting for public works projects.~~

- C. ~~Purchasing of goods is by public bidding when the estimated cost thereof exceeds thirty five thousand dollars, or the then current "minor" contract level, in a twelve-month period.~~
- D. ~~Procurement of personal services is by public bidding when the estimated cost thereof exceeds thirty five thousand dollars, or the then current "minor" contract level, in a twelve-month period.~~

- E. ~~Procurement of professional architectural, engineering and surveying services shall be in accordance with article IV of this chapter.))~~
- F. Purchasing of goods from other government agencies with whom the City has ~~((an interlocal))~~ a shared procurement agreement are exempt from the requirements of this section.
- G. Purchasing of supplies, materials, electronic data processing and telecommunication equipment, software, services, and/or equipment from or through the United States government are exempted from the requirements of this section.
- H. Except where prohibited by law, when the procurement of ~~((public works))~~ Public Works, services, or goods involves the use of certain moneys subject to special restrictions, those special restrictions will govern the procurement.

#### **Section 07.06.110 Invitation**

- A. ~~((An invitation for bids))~~ All invitations to bid (ITB) for formal sealed bids shall ((includes))include specifications and the contractual terms and conditions applicable to the procurement.
- B. Notice of the ~~((invitation for bids))~~ ITB is published according to city policy stating the place, time, date of bid opening and the location for obtaining a copy of the ITB in the Official Gazette. Other advertising media may also be used.
  - 1. ~~((The notice states the place, time and date of bid opening, and the location for obtaining a copy of the invitation.))~~

#### **Section 07.06.120 Bid Opening**

Bids are opened publicly by the committee to receive bids at the time and place designated in the ~~((invitation))~~ ITB for formal sealed bids.

#### **Section 07.06.130 Evaluation**

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



- ~~5. Whether the bidder can perform the contract within the time specified.~~
  - ~~6. The quality of performance on previous contracts.~~
  - ~~7. The previous and existing compliance by the bidder with laws relating to the contract, including compliance with all local, state and federal labor laws and standards.~~
  - ~~8. Servicing resources, capability and capacity.~~
  - ~~9. Lack of uniformity or interchangeability, if such factors are important.~~
  - ~~10. The energy efficiency of the product as projected throughout the anticipated useful life of the product; and~~
  - ~~11. Such other information as may be secured having a bearing on the decision to award the contract.~~
- 
- B. ~~As a condition of performing work on a public works contract for the City, in addition to the mandatory bidder responsibility criteria in RCW 39.04.350, a contractor shall qualify in accordance with the provisions of article VIII of this chapter. In addition to information specified in article VIII, the City may request, on a project by project basis, any other information deemed necessary to ensure that prospective contractors meet the responsibility standards established by this article and otherwise possess sufficient qualifications and capabilities in all respects to successfully qualify for and perform public works contracts.))~~

#### **Section 07.06.140 Intergovernmental Purchase Contracts – Interlocal Purchase Agreements**

- A. ~~The ((purchasing director))~~Purchasing Director is encouraged to enter into joint or pooled purchase contracts with the state of Washington and other governmental units.
- B. ~~The ((city council))~~City Council may authorize the purchase of goods without public bidding from a contract available through:
1. the Washington State Purchasing Cooperative; or
  2. another governmental unit whenever the ~~((purchasing director))~~Purchasing Director and using department have shown that the procurement meets the City's requirements and represents the most favorable procurement for the City considering price and other evaluation factors.

#### **Section 07.06.150 Award**

- A. Following evaluation the requesting department~~((, along with the purchasing director in case of purchases,))~~ submits its recommendation for award to the ~~((city council))~~City Council.
- B. Notice of the award hearing is published in the agenda of the ~~((city council))~~City Council. The name and bid amount of the successful bidder(s) are available in the

office of the ~~((city clerk))~~City Clerk at least one (1) day prior to the award hearing.

- C. Award may not be made until the award recipient has obtained a City business registration in accordance with chapter 08.01, SMC.
- D. ~~((Bidders and taxpayers wishing to formally protest the award of a bid must make their protests before the city council at the award hearing.~~
- E. ~~After hearing all protests, the city council makes its decision. To the extent required by state law, award for public works is to the low responsible bidder. Award for other procurements is to the bidder whose bid is most favorable to the City with price and other factors considered. Nothing herein is to be construed to compel the city council to make an award.~~
- F. ~~The decision of the city council is final and not subject to appeal.))~~

### **Section 07.06.160 Alternatives to Public Bidding**

- A. When it is considered impractical to initially prepare a procurement description to support an award based upon price, the ~~((purchasing director))~~Purchasing Director and the requesting department may utilize a ~~((request for information))~~Request for Information (RFI) or a ~~((request for proposals))~~Request for Proposals (RFP), including in ~~((an))~~ appropriate ~~((case a))~~cases design-build ~~((proposal))~~proposals. The information received in response to the requests may serve as the basis for a future ~~((invitation to bid))~~ITB or as the basis for competitive negotiation.
- B. When the ~~((city))~~City pursues an alternative ~~((public works))~~Public Works contracting procedure, such as for design-build proposals or procurement under an approved general contractor/construction manager ("GC/CM") procurement method pursuant to Chapter 39.10 RCW, the City shall include, as part of the evaluation factors for all ~~((requests for qualifications))~~Requests for Qualifications (RFQ) ~~((or requests for proposals))~~, the firm's proximity to the project location.

### **Section 07.06.165 Small Works Roster**

The following small public works roster procedures are established for use by the City pursuant to RCW 39.04.155.

- A. ~~((Pursuant to RCW 39.04.155, the))~~The City ~~((shall develop and administer a small works roster process for awarding public works (including public works maintenance) contracts. The City may create a single general small works roster, or may create a small works roster for different specialties or categories of anticipated work))~~need not comply with formal sealed bidding requirements for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed three hundred thousand dollars (\$300,000), which includes the costs of labor, material, equipment, sales,

or use taxes as applicable. Instead, the City may use the Small Works Roster (SWR) procedures for Public Works projects as set forth in this section. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the SWR process.

- B. At least once each year, the City or third party vendor shall on behalf of the City, publish in ((the official newspaper or)) a newspaper of general circulation within the ((city))City of Spokane a notice of the existence of the ((small works roster))SWR and((- The notice shall)) solicit the names of the contractors for the ((small works roster))SWR. The City or third party vendor shall add responsible contractors to the SWR at any time that a contractor completes the online application provided and meets minimum state law requirements for roster listing.
- C. ((In addition to paper and/or electronic rosters kept on file, the))The City ((may also use the state wide electronic database developed and maintained by the Municipal Research and Services Center of Washington))shall obtain telephone, written, or electronic quotations for Public Works contracts from contractors on the appropriate SWR to assure that a competitive price is established, and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). The City may establish Supplementary Bidder Responsibility Criteria (SBRC) under RCW 39.04.350(2) to be considered in the process of awarding a contract.
1. A contract awarded from the SWR will not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.
  2. Quotations may be invited from all appropriate contractors on the appropriate SWR. As an alternative, for projects expected to cost less than \$150,000, quotations may be invited from at least five (5) contractors on the appropriate SWR who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. For purposes of this section, the phrase "equitably distribute" means that the City may not favor certain contractors on the appropriate SWR over other contractors on the appropriate SWR who perform similar services.
  3. At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.
  4. A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by electronic request.

## **Section 07.06.167 Limited Public Works Process**

- A. ~~((Pursuant to RCW 39.04.155, the City shall develop and administer a limited public works process for awarding public works (including public works maintenance) contracts.))~~ If a work, construction, alteration, repair, or improvement project is estimated to cost less than \$35,000 for Limited Public Works Projects, the City may award such a contract using the limited public works process provided under RCW 39.04.155(3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three (3) contractors from the appropriate SWR and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.
- B. For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, material persons, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.
- C. The City shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty four (24) months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

#### **Section 07.06.170 Sole Source Procurement**

The ~~((city council))~~ City Council by resolution may, for contracts above the Minor Contract threshold, waive public bid requirements for purchases:

- A. ~~((public works))~~ Public Works and services that are clearly and legitimately limited to a single source of supply as determined by documented research;
- B. ~~((public works))~~ Public Works and services involving special facilities or market conditions;
- C. of insurance or bonds~~((:-))~~; or
- D. of pharmaceuticals

The ~~((purchasing director))~~ Purchasing Director conducts negotiations, as appropriate, as to price, delivery and terms.

#### **Section 07.06.173 Purchase of Used Goods**

- A. The ~~((city council))~~ City Council may authorize the purchase of used goods without public bidding if the requesting department and ~~((purchasing director))~~ Purchasing

Director have fully justified the acquisition of the used goods without bidding.

- B. Justification requires using independent appraisals to establish that the proposed purchase price is not above the fair market value of the goods.
  - 1. At least two appraisals will be done whenever possible, but in no event may there be fewer than one (1).
  - 2. The appraisals are to be made by competent persons, not associated with either the prospective seller or the City, who are knowledgeable of the goods' market value.

#### **Section 07.06.174 Purchasing and Procurement Preference for Reusable Products, Recycled-Content Products and Recyclable Products**

- A. All ~~((city))~~City departments shall purchase and/or use, where practicable, reusable products, recycled-content products and recyclable products. The term "practicable" shall mean that the product performs adequately for its intended use and is available at a fair and reasonable price.
- B. City departments shall purchase and/or use only recycled-content paper for all imprinted letterhead, envelope and business card paper, file writing, photocopy paper, packaging papers, and printing papers. The City shall purchase recycled-content paper products through a single city department or a single purchase agreement whenever possible in order to maximize savings for the City.
- C. Departments shall publicize the City's use of recycled paper by printing the word's "Printed on Recycled Paper" or a recycled content logo on all letterhead, envelope and business card paper and on the title page of all reports printed on recycled paper, or by using recycled paper which is watermarked with the recycled content logo.
- D. The City shall encourage its vendors, contractors, and consultants to use reusable products, recycled-content products and recyclable products. Notice of the City's intent to procure goods or services that comply with the provisions of this chapter regarding reusable products, recycled-content products and recyclable products shall be included in all request for bids or request for proposals.
- E. The City administration may adopt administrative policies to implement the provisions of this chapter, including the "Environmental Preferable Purchasing Policy," which may supplement but shall not conflict with this chapter.

#### **Section 07.06.180 Emergency Procurement**

- A. The ~~((city council))~~City Council, by resolution may waive public bid requirements for purchases, ~~((public works))~~Public Works and services in the event of an

emergency. (~~“Emergency” means unforeseen circumstances beyond the control of the City that either:~~

- ~~1. present a real, immediate threat to the proper performance of essential functions; or~~
- ~~2. will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.)~~)

B. If the emergency requires procurements (~~((before city council))~~prior to City Council action, the (~~((mayor))~~Mayor may declare an emergency situation exists, waive public bidding requirements, and award all necessary contracts on behalf of the City to address the emergency situation.

1. If a contract is awarded without public bidding due to an emergency, a written finding of the existence of an emergency must be made by the (~~((city council))~~) no later than two (2) weeks following the award of the contract.

C. Force account work by City crews shall be in accordance with state law.

D. Emergency procurements are made with such competition as is practicable under the circumstances.

#### **Section 07.06.182 Repair or Maintenance of Equipment**

The (~~((city council))~~City Council may award a contract without public bidding for the repair or maintenance of City equipment where the City is not equipped or able to do the work, and when it is impossible to estimate the repairs necessary until such equipment is dismantled.

#### **Section 07.06.185 Purchase from Published Price Lists**

The (~~((city council))~~City Council may award a contract without public bidding for the purchase of supplies, materials, equipment or services needed continuously or repeatedly, including catalogue or standard production items the price of which is determined by published price lists.

#### **Section 07.06.190 Minor Procurement**

A. Procurements not subject to public bid shall be made with such competition as is practicable under the circumstances and as provided by the City’s policies and procedures. Procurement requirements may not be artificially divided so as to constitute a minor procurement under this section.

B. In accordance with state law, the (~~((purchasing director))~~City or third-party vendor shall at least twice a year publish a notice of the existence of vendor lists and solicit the names of vendors for the lists. In accordance with state law, the (~~((city council, by resolution,))~~Purchasing Director shall establish a procedure for securing

~~((telephone or written))~~ appropriate quotations ~~((, or both))~~ from vendors.

- C. The mayor on a case-by-case basis may authorize securing in the open market, without quotation, any supplies, materials, equipment or services when the delay and expense in handling quotations would not be advantageous to the City.

#### **Section 07.06.200 Cancellation of Invitations for Bids**

An ~~((invitation for bids))~~ ITB may be canceled, or any and all bids may be rejected in whole or in part, when the ~~((purchasing director))~~ Purchasing Director determines that it is in the best interests of the City. The ~~((city council))~~ City Council also may reject any or all bids prior to formal award of the contract.

#### **Section 07.06.220 Specifications – Maximum Practicable Competition**

- A. All specifications are to be drafted to promote overall economy for the intended purposes and encourage competition while satisfying the City's needs, and not be unduly restrictive.
- B. In following the obligations of this section, the ~~((purchasing director))~~ Purchasing Director may consider lease, lease-purchase or purchase methods of procurement.

#### **Section 07.06.250 Contracts – Execution**

Except as otherwise provided, all contracts to which the City is a party shall be in writing and executed in the name of the City by the ~~((mayor))~~ Mayor or ~~((council president))~~ Council President under the direction of the ~~((city council))~~ City Council, attested by the ~~((city clerk))~~ City Clerk and, when necessary, acknowledged.

#### **Section 07.06.260 Minor Contracts – Execution**

- A. The ~~((city council))~~ City Council hereby directs and authorizes the ~~((mayor))~~ Mayor to execute minor contracts without individual approval of each contract by the ~~((city council))~~ City Council.
1. The ~~((city clerk))~~ City Clerk is authorized to attest such signatures.
  2. The ~~((mayor))~~ Mayor may, upon his or her own volition, place any specific contract on the agenda for individual council authorization as he or she may see fit.
- B. Contracts which were publicly bid require prior City ~~((council))~~ Council approval.
- C. Each minor contract shall specify the end date, and in no event shall a minor contract have a duration longer than two (2) years.

### **Section 07.06.261 Interlocal Purchase Agreements**

- A. The ~~((city council))~~City Council hereby directs and authorizes the ~~((city administrator))~~City Administrator in a representative capacity for the ~~((mayor))~~Mayor to execute interlocal purchase agreements with other agencies and entities and to join cooperative purchasing programs without individual approval of each agreement by the ~~((city council))~~City Council.
- B. The ~~((city clerk))~~Clerk is authorized to attest such signatures.

### **Section 07.06.262 Change Orders – Contract Amendments**

- A. The ~~((mayor))~~Mayor may authorize, by change order or contract amendment, aggregate increases of up to ten percent (10%) of the total contract dollars per contract, not to exceed one hundred thousand dollars (\$100,000), upon verification by the ~~((comptroller))~~Director of Finance Administrator that funds are available.
- B. Notwithstanding subsection (A) of this section, the ~~((city council))~~City Council hereby directs and authorizes the ~~((mayor))~~Mayor to delegate approval/signature authority for change orders where a pre-approved administrative reserve has been established without individual approval of each change order by the ~~((city council))~~City Council.
  - 1. The ~~((city council))~~City Council shall approve ~~((the policy/procedures))~~City Policy 5200-08-01 for implementing this subsection.

### **Section 07.06.264 Final ~~((Approval))~~Acceptance of Public Works Contracts**

- A. The ~~((mayor))~~Mayor is authorized to accept Final Acceptance of ~~((public works))~~Public Works contracts without individual action by the ~~((city council))~~City Council.
- B. Final ~~((acceptance))~~Acceptance of unit-price ~~((public works))~~Public Works contracts does not require a final adjustment change order if the contract cost is up to ten percent (10%) of the original bid cost, including all change orders.

### **Section 07.06.267 Engineering Administration**

The ~~((director of public works and utilities))~~Director of Public Works and Utilities may execute routine documents as required for efficient administration of ~~((public works))~~Public Works projects, such as permits to enter and construction easements, and may authorize payment therefor by voucher.

### **Section 07.06.270 Purchase Order Contracts**



The Purchasing ~~((director of purchasing))~~Director is designated to execute ~~((purchase order))~~Purchase Order (PO) contracts in a representative capacity for the ~~((mayor))~~Mayor, except contracts:

- A. which have been publicly bid; and
- B. exceeding ~~((thirty-five thousand dollars, or))~~ the then current ~~((“minor” contract level))~~Minor Contract threshold, in a twelve-month period

require prior ~~((council))~~City Council approval.

#### **Section 07.06.271 Spokane Employees’ Retirement System (SERS) Contracts**

- A. The director of the Spokane ~~((employees’ retirement system))~~Employees’ Retirement System (SERS) is designated to execute in a representative capacity for the ~~((mayor))~~Mayor contracts approved by the ~~((board of administration))~~ for ~~((the Spokane employees’ retirement system))~~SERS and the retirement fund.
- B. The director of ~~((the Spokane employees’ retirement system))~~SERS is authorized to sign contracts authorized by the board, provided that such contracts meet all the requirements of SMC 4.14.070.
- C. The ~~((city clerk))~~City Clerk shall attest such contracts.

#### **Section 07.06.274 Extra-duty Police Security**

The ~~((chief of police))~~Chief of Police is designated to execute in a representative capacity for the ~~((mayor))~~Mayor individual contracts for the assignment of City police officers to provide security in an extra-duty capacity in accordance with a master contract pre-approved by the ~~((city council))~~City Council and with established departmental policies and procedures.

#### **Section 07.06.275 Approval of Payment**

Payments under all contracts are included in the claims submitted by the ~~((mayor))~~Mayor to the ~~((council))~~City Council for approval as provided in SMC 1.02.150 and Charter Section 24.18.

#### **Section 07.06.276 Withholding of Payment**

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

#### **Section 07.06.280 Public Announcement**

- A. Requirements for ~~((architect, engineer and land surveyor))~~Architect, Engineer, and Land Surveyor services are published in advance. The announcement states the general scope and nature of projects or works for which the services are required and the address of the City representative who can provide further details.
- B. Compliance with this section can be accomplished by publishing an announcement for professional services on each occasion when professional services are required~~((, or by announcing generally to the public projected requirements for any category or type of professional services))~~.

#### **Section 07.06.290 Selection Process**

- A. In the procurement of ~~((architect, engineer and land surveyor))~~Architect, Engineer, and Land Surveyor services, the ~~((purchasing director))~~Purchasing Director encourages firms engaged in the lawful practice of their profession to submit annually a ~~((statement of qualifications))~~Statement of Qualifications (SOQ) and performance data.
- B. Current ~~((statements of qualifications))~~SOQ and performance data on file with the ~~((purchasing director))~~Purchasing Director or third-party manager, together with those that may be submitted by other firms regarding the proposed project, are evaluated by the City to determine the most qualified professional service provider for the proposed project.
- C. Discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services are conducted and the selection is made from those discussions, based upon criteria established by the City, of the firm deemed to be the most highly qualified to provide the services required for the proposed project.

#### **Section 07.06.310 Bid Security – Public Works**

- A. When Required.  
Bid security is required for all public bidding of ~~((public work))~~Public Works contracts. Bid security is a bond provided by a surety company authorized to do business in the state of Washington, or the equivalent in cash, or otherwise supplied in a form satisfactory to the City. Nothing herein prevents the requirement of such security on ~~((public work))~~Public Works contracts under the public bid limits when the circumstances warrant.
- B. Amount of Bid Security.  
Bid security is at least five percent (5%) of the total amount of the bid.
- C. Rejection of Bids for Noncompliance with Bid Security Requirements.  
When the ~~((invitation for bids))~~ITB requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply in a

nonsubstantial manner with the security requirements.

D. Withdrawal of Bids.

After the bids are opened they are irrevocable for the period specified in the ~~((invitation for bids))~~ITB. If a bidder is permitted to withdraw its bid before award, no action is had against the bid or the bid security. Withdrawal of inadvertently erroneous bids before or after award or cancellation of awards or contracts based on such bid mistakes may be permitted. Except as otherwise provided by regulation, all decisions to permit the withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Director.

**Section 07.06.320 Performance and Payment Bonds – Public Works**

A. When Required – Amounts.

Except as provided by state law, when a ~~((public work))~~Public Works contract is awarded, a performance and payment bond(s) satisfactory to the City and executed by a surety company authorized to do business in the state of Washington, or otherwise secured in a manner satisfactory to the City, in an amount equal to one hundred percent (100%) or more of the price specified in the contract, must be delivered to the City to become binding on the parties upon the execution of the contract.

B. Authority to Require Additional Bonds.

Nothing in this section limits the authority of the City to require a performance bond or other security in addition to the aforementioned bonds, or in circumstances other than specified in subsection (A) of this section.

**Section 07.06.330 Bid and Performance Bonds on Purchase and Other Contracts**

A. Bid and performance bonds or other security may be requested for purchase contracts and other contracts as the ~~((purchasing director))~~Purchasing Director or requesting department deems advisable to protect the City's interest.

B. Bid or performance bonds are not to be used as a substitute for a determination of a bidder or offeror's responsibility.

**Section 07.06.340 Remedies for Solicitations or Awards in Violation of Law**

A. Prior to Bid Opening.

If, prior to bid opening, it is determined administratively or upon judicial review that a solicitation is in violation of applicable law, the solicitation is canceled or revised to comply with such law.

B. Prior to Award.

If, after bid opening, it is determined administratively or upon judicial review that a

solicitation or proposed award of a contract is in violation of applicable law, the solicitation or proposed award is canceled.

C. After Award.

If, after an award, it is determined administratively or upon judicial review that a solicitation or award of a contract was in violation of applicable law, then if the person awarded the contract has:

1. not acted fraudulently or in bad faith, the contract may be:
  - a. ratified and affirmed by the ~~((city council))~~City Council, if it is determined that doing so is in the City's best interests; or
  - b. terminated upon order of the ~~((city council))~~City Council;
2. acted fraudulently or in bad faith, the ~~((city council))~~City Council may declare the contract null or voidable, if such action is in the City's best interests, without prejudice to the City's rights to any appropriate damages.

### **Section 07.06.400 Municipal Art Projects**

The City accepts responsibility for the beautification of its public areas. The ~~((council))~~City Council finds that such beautification adds greatly to the enhancement of the quality of life of Spokane's citizens, attracts tourism, and provides incentives to business to locate in the City, thereby expanding Spokane's economic base. The policy is, therefore, established to include works of art in ~~((public works))~~Public Works of the City.

### **Section 07.06.420 Funding Works of Art**

- A. ~~((Whoever))~~Whoever requests an appropriation of an eligible fund for a construction project includes one percent (1%) of the estimated project cost for works of art. When the ~~((council))~~City Council approves such an appropriation request, the appropriation includes the one percent (1%) for art.

B. Appropriation Requests.

1. All appropriation requests subject to this section shall be reviewed by the ~~((director of arts))~~Spokane Arts Commission prior to submission to the ~~((city council))~~City Council.
2. At the time an appropriation request is submitted to the ~~((city council))~~City Council, the ~~((director))~~Spokane Arts Commission may ask that up to one-half of the one percent (0.5%) for arts be transferred to the ~~((municipal arts projects fund))~~Municipal Arts Project Fund for purposes authorized in SMC 7.08.106, and as further provided in this section. At the time of making a request, the ~~((director))~~Spokane Arts Commission shall additionally consult with the party responsible for the overall appropriation request.
3. Administration of the execution and placement of art projects supported by funds so transferred is under the authority of the ~~((arts director))~~Spokane

Arts Commission.

- C. Transfer of funds under subsection (B) of this section remains subject to any restrictions or requirements applicable to uses of the funds in contract or law, such as applicable requirements as may arise under RCW 43.09.210 or from funding or grant sources.
1. The party or department originating the appropriation request may also propose other restrictions.
  2. Any portion of funds transferred may also be placed in a restricted pooled fund for maintenance of artwork, the fund to be administered by the ~~((director of arts))~~Spokane Arts Commission.
- D. The ~~((director of arts, with the support of the arts commission,))~~Spokane Arts Commission develops criteria for use of or access to funds transferred under subsection (B) of this section, which shall consider:
1. accessibility of the work to the community (e.g., placement in parks, publicly accessible corridors, community gathering places, and public buildings or other zones of public interaction);
  2. compatibility with the ~~((municipal comprehensive land use plan))~~Comprehensive Plan, including the long-range land use plan; and
  3. conformity to the ~~((municipal arts plan))~~Municipal Arts Plan, referenced in SMC 4.05.050 and chapter 4.05 SMC;
  4. art proposed to be placed in parks shall further be subject to approval of the ~~((park board))~~Park Board.
  5. art in municipal libraries shall be subject to approval of the library board.
  6. the director of arts may also consider the advice of other jurisdictional bodies such as neighborhood councils, business improvement district councils or similar bodies exercising oversight or advisory over affected areas.
- E. All selection and placement of art shall at all times be subject to the ultimate judgment and discretion of the ~~((director of arts))~~Spokane Arts Commission, and no public forum or rights of access shall ever be created. As a general principle, public art should encourage enjoyment and appreciation of art for all ages and members of the public. The City at all times reserves the right to decline to accept any art proposal.

**Section 07.06.430 Spokane Arts Commission**

The ~~((arts commission))~~Spokane Arts Commission coordinates the selection, placement and other planning and design factors of municipal art projects in accordance with the overall ~~((municipal arts plan))~~Municipal Arts Plan as provided in SMC 4.05.050.

**Section 07.06.500 Bidder/Contractor Responsibility Criteria (Mandatory)**

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

- A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
- B. Have a current Washington Unified Business Identifier (UBI) number;
- C. If applicable, show proof of:
  - 1. Industrial insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
  - 2. A Washington ~~((employment security department))~~Employment Security Department number, as required in Title 50 RCW; and,
  - 3. A Washington ~~((department of revenue))~~Department of Revenue state excise tax registration number, as required in Title 82 RCW; and,
- D. Demonstrate that they are not disqualified from bidding on any ~~((public works))~~Public Works contract under RCW 39.06.010 or RCW 39.12.065(3).
- E. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.
- F. All low bidders must sign a sworn statement of not being a willful violator of state minimum wage laws, and this sworn statement shall be placed upon the signature line of all Public Works bid proposals in order to be considered a responsive bidder, and thus awarded the Public Works contract.
- G. Shall affirm and certify that the bidder will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC.

#### **Section 07.06.510 Subcontractor Responsibility Criteria (Mandatory)**

- A. The contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of its subcontracts, adjusting only as necessary the terms used for the contracting parties. Unless otherwise required by state or federal law, the contractor shall provide, prior to executing a contract with a subcontractor, documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. Documentation shall be submitted on forms provided by the City. The requirements of this section apply to all first-tier subcontractors. The contractor shall resubmit this documentation if an existing subcontractor is replaced with a new subcontractor. Verification of compliance by subcontractors other than first-tier subcontractors shall be provided by the contractor upon request by the City.

- B. At the time of subcontract execution, the contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  2. Have a current Washington Unified Business Identifier (UBI) number;
  3. If applicable, have:
    - a. Have industrial insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington ~~((employment security department))~~Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington ~~((department of revenue))~~Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by chapter 19.28 RCW;
    - e. An elevator contractor license, if required by chapter 70.87 RCW.
    - f. Not be disqualified from bidding on any ~~((public works))~~Public Works contract under RCW 39.06.010 or RCW 39.12.065 (3).

#### **Section 07.06.520 Supplemental Bidder Responsibility Criteria**

- A. In addition to mandatory bidder responsibility criteria set forth in SMC 7.06.500, the low responsible bidder shall also be responsible for ~~((meet))~~meeting the City's supplemental bidder responsibility criteria. Evidence of compliance with the City's supplemental responsibility criteria shall be requested from the lowest bidder on a ~~((public works))~~Public Works project. If the lowest bidder is subsequently disqualified, then the next lowest bidder shall submit evidence of compliance with the City's supplemental bidder responsibility criteria. The City reserves the right to request evidence of compliance with the City's supplemental bidder responsibility criteria from additional bidders should the two (2) lowest bidders fail to meet the supplemental bidder responsibility criteria as set forth in the call for bids.
- B. The following supplemental bidder responsibility criteria describe the relevant experience, training, and/or certification requirements or qualifications that the City shall consider before award of contract. In making a determination above the contractor, the City shall consider:
1. Work Experience and Company Reputation
    - a. Company History  
Whether the bidder is a reputable person / company / legal entity in order to gainfully win public contract awards with the City of Spokane.
    - b. Work Experience  
Whether the bidder meets project specific criteria, including work experience, as added by each department based on the unique qualities of a particular public works project.

- c. Performance Evaluations  
Whether under past or present names the bidder has received “deficient” or “inadequate” performance evaluations on two (2) or more contracts from the City ~~((of))~~ or other municipalities or another governmental agency on a ~~((public works))~~ Public Works project within the last five (5) years.
  - d. References  
The City reserves the right to check references, whether identified by the bidder or not, on all bidders, including using itself as a reference in applicable situations.
- 2. Record of debarment/disqualification  
Whether the bidder (including the primary contractor, or any firm with which any of the primary contractor’s owners, officers, or partners was associated) has been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or ~~((public works))~~ Public Works projects, including debarment by the federal, state or other municipal governmental during the last five (5) years.
  - 3. Safety  
In the last five (5) years the bidder shall not have a history of willful or repeat violations of safety or health regulations by OSHA or other agencies responsible for safety oversight.
  - 4. Environmental Regulations  
In the last five (5) years, the bidder shall not have a history of serious citations from environmental enforcement agencies on projects for which the bidder was the contractor.
  - 5. Utilization Requirements  
In the last five (5) years, it has been determined by a government agency that the bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on ~~((public works))~~ Public Works projects.
  - 6. Discrimination  
Whether the bidder has been found guilty of violating or failing to comply with discrimination laws.
  - 7. Prevailing Wage  
Whether in the last previous five (5) years the bidder has a pattern of prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance, unless there are extenuating circumstances acceptable to the City.
  - 8. Public Bidding Crimes (Criminal Convictions)  
Whether the bidder has been convicted of a crime involving bidding on a ~~((public works))~~ Public Works contract within the previous five (5) years.
  - 9. Claims against Retainage or Bonds  
Whether the bidder has a record of multiple claims filed against the retainage or payment bonds for ~~((public works))~~ Public Works projects during the previous three (3) years that demonstrate a lack of effective



management by the bidder of making timely and appropriate payments its subcontractors, suppliers and workers, unless there are extenuating circumstances acceptable to the City.

10. Termination for Cause

Whether the bidder has had any (~~((public works))~~)Public Works contract terminated for cause by a government agency during the previous five (5) years unless there are extenuating circumstances acceptable to the City in its sole discretion.

11. Litigation

Whether the bidder has lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder within previous five (5) years that demonstrate a pattern of failing to meet the terms of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

12. Delinquent State Taxes

Whether the bidder owes delinquent taxes to the Washington (~~((state department of revenue))~~)Department of Revenue without a payment plan approved by the department of revenue before the date of award.

13. Labor Standards Violations

Whether the bidder has been found guilty of violating or failing to comply with local, state, or federal labor laws or standards.

**Section 07.06.530 Modifications to the Supplemental Bidder Responsibility Criteria**

- A. Potential bidders may request modifications to the City's supplemental bidder responsibility criteria by submitting a written request to the City's (~~((purchasing division))~~)Purchasing Division no later than five (5) business days prior to the bid opening date designated for the project. Requests may be submitted via U.S. post mail, delivered personally, or sent by electronic mail or fax.
- B. Requests either not addressed to the (~~((purchasing division))~~)Purchasing Division or requests received after this date and time will not be considered.
- C. The request shall include the project title, the bidder's name and address, the applicable criteria the bidder is seeking to modify, the justification for why the identified criteria should be modified, and how the requestor would like the criteria modified. Requests either not addressed to the purchasing division or received less than five (5) business days prior to the bid opening date will not be considered.
- D. Any changes to the supplemental criteria, as determined by the City in its sole discretion, will be issued by addenda to the solicitation documents and posted to the City's website for the attention of all prospective bidders.

**Section 07.06.540 Determinations**

If the City determines the low bidder does not meet the supplemental bidder criteria as outlined and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees with the City's determination, the bidder will have a minimum of three (3) business days to submit additional written information to the City. The City will consider any timely submitted additional information received from bidder before issuing its subsequent determination. If the bidder disagrees with the City's determination, it may appeal that determination to the ~~((mayor))~~Mayor or his/her designee in writing within two (2) business days of receiving the City's determination (the appeal shall be filed with the ~~((purchasing division))~~Purchasing Division). The ~~((mayor))~~Mayor or his/her designee shall make a final determination on the appeal and will include that decision in the staff report to the ~~((city council))~~City Council as the awarding authority. If the bidder is ultimately determined not responsible, the City will not execute a contract with any other bidder until at least two (2) business days after the bid award.

### **Section 07.06.560 Conflicts with Federal and State Laws**

If any part of this article is found to be in conflict with federal and/or state requirements which are a prescribed condition to the allocation of federal and/or state funds to the City, the conflicting part of this article is declared to be inoperative solely to the extent of the conflict and with respect to the departments directly affected, and finding or determination shall not affect the operation of the remainder of this article in its application to the departments concerned. The rules and regulations under this article shall meet federal and state requirements which are a necessary condition to the receipt of federal and state funds by the City.

### **Section 07.06.600 Authority to Order Debarment and to Grant Exceptions**

- A. If the ~~((city administrator))~~City Administrator or his or her designee determines that sufficient grounds exist as set forth in SMC 7.06.610, the ~~((city administrator))~~City Administrator or his or her designee may issue an order of debarment that prevents a person / firm from submitting a bid or proposal to the City, or from acting as a contractor or subcontractor on any contract with the City, for a period not to exceed two (2) years from the date of the order of debarment or from the date all appeals of that order of debarment are exhausted, whichever date is later. Without the prior approval of the ~~((city administrator))~~City Administrator or his or her designee, a department shall not accept a bid or proposal from a person / firm that has been debarred, and shall not consent to a contract or subcontract from a person / firm and a subcontractor that has been debarred.
- B. The ~~((city administrator))~~City Administrator or his or her designee may, but is not required to, enter into a voluntary agreement with a contractor providing that the person / firm will not submit a bid or proposal for any contract, and will not act as a contractor or subcontractor on any contract, for a period not to exceed two (2) years.

## **Section 07.06.610 Grounds for Debarment**

The ~~((city administrator))~~ City Administrator or his or her designee may issue an order of debarment that prevents a person / firm from entering into any contract with the City or from acting as a subcontractor on any contract with the City after determining that any of the following reasons exist; PROVIDED the ~~((city administrator))~~ City Administrator shall weigh the relative severity of the offense(s) in making any decision to issue an order of debarment.

- A. The person ~~((/))~~ or firm has received overall performance evaluations of deficient, inadequate, or substandard performance on three (3) or more City contracts.
- B. The person ~~((/))~~ or firm has failed to comply with City ordinances or contract terms, including, but not limited to, ordinance or contract terms relating to disadvantaged business enterprises utilization requirements, discrimination, prevailing wage requirements, or apprentice utilization.
- C. The person ~~((/))~~ or firm has abandoned, surrendered, or failed to complete or to perform work on or in connection with a City contract.
- D. The person ~~((/))~~ or firm has failed to comply with contract provisions, including but not limited to quality of workmanship, timeliness of performance, and safety standards.
- E. The person ~~((/))~~ or firm has submitted false or intentionally misleading documents, reports, invoices, or other statements to the City in connection with a contract.
- F. The person ~~((/))~~ or firm has colluded with another person / firm to restrain competition.
- G. The person ~~((/))~~ or firm has committed fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract for the City or any other government entity.
- H. The person ~~((/))~~ or firm has failed to cooperate in a City debarment investigation.
- I. The person ~~((/))~~ or firm has been found guilty of violating or failing to comply with local, state or federal non-discrimination laws.
- J. The person ~~((/))~~ or firm has been found guilty of violating or failing to comply with local, state, or federal labor laws or standards.

## **Section 07.06.620 Procedures**

- A. Notice of Investigation.  
The ~~((city administrator))~~ City Administrator or his or her designee may initiate an

investigation of a person ~~((/))~~or firm. The ~~((city administrator))~~City Administrator or his or her designee shall notify the person ~~((/))~~or firm in writing that an investigation has been initiated and the allegations that form the basis for the investigation. The notice of investigation shall be either personally served or sent by certified mail.

B. Investigation Results.

The results of the investigation shall be in writing and shall state, at a minimum, the allegation(s), the conclusion(s) reached regarding the allegation(s), the facts upon which the conclusion(s) are based, and the investigator's recommendation, including a recommended length of debarment, if any. The investigation results shall be either personally served or sent by certified mail.

C. Findings and Notice of Debarment.

The ~~((city administrator))~~City Administrator or his or her designee shall make a preliminary determination on whether the person ~~((/))~~or firm should be debarred within six (6) months of the date of service of the notice of investigation and provide the person ~~((/))~~or firm with findings, or the matter will be dismissed, unless the ~~((city administrator))~~City Administrator or his or her designee provides notice to the person ~~((/))~~or firm that there is good cause to extend the period of investigation for an additional specific period of time. If the ~~((city administrator))~~City Administrator or his or her designee determines that a person ~~((/))~~or firm should be debarred, the ~~((city administrator))~~City Administrator or his or her designee shall notify the person ~~((/))~~or firm of the City's intent to issue an order of debarment. The notice of debarment shall be in writing, and shall be either personally served or sent by certified mail. The notice of debarment shall include:

1. A statement that the City intends to issue an order of debarment prohibiting the person ~~((/))~~or firm from submitting a bid or proposal on a contract with the City and from acting as a contractor or subcontractor on a contract with the City;
2. A statement of the reasons for debarment, including the allegation(s), the conclusion(s) reached regarding the allegation(s), and the facts upon which the conclusion(s) are based;
3. The proposed length of debarment; and
4. Information on how the person ~~((/))~~or firm can contest the notice.

If the ~~((city administrator))~~City Administrator or his or her designee determines that the person ~~((/))~~or firm should not be debarred, the ~~((city administrator))~~City Administrator or his or her designee shall issue a written determination to that effect.

D. Notice of Appeal.

1. A person ~~((/))~~or firm may contest the notice of debarment by filing a written notice of appeal with the ~~((mayor))~~Mayor or his/her designee no later than fourteen (14) calendar days after the date of service of the notice of debarment. Unless waived by the ~~((mayor))~~Mayor or his/her designee, filing

a notice of appeal is an administrative remedy that the person ~~((f))~~or firm shall exhaust before seeking judicial review.

2. If the person ~~((f))~~or firm does not timely contest the notice of debarment, the ~~((city administrator))~~City Administrator or his or her designee shall issue an order of debarment, which shall set forth:
  - a. The contracting activities from which the person ~~((f))~~or firm is barred from participating;
  - b. The length of the debarment;
  - c. A brief statement of the facts upon which the debarment is based; and
  - d. A response to any written comments submitted by the person ~~((f))~~or firm.
3. The notice of appeal shall state the reasons why the person ~~((f))~~or firm alleges the notice of debarment is erroneous, provide copies of any documents that support the person's ~~((f))~~or firm's arguments, provide the names and/or sworn written statements of all witnesses that have knowledge of relevant information related to the proposed debarment, identify any other specific information that supports the person ~~((f))~~or firm's arguments, and specify a desired remedy.
4. The appeal shall be heard by an ~~((appeals committee))~~Appeals Committee within ninety (90) days of receipt of the notice of appeal. The ~~((appeals committee))~~Appeals Committee shall be made up of three (3) persons, one (1) appointed by the ~~((city administrator))~~City Administrator, one (1) appointed by the person ~~((f))~~or firm and the third to be appointed by the other two (2) ~~((appeals committee))~~Appeals Committee members.

The ~~((appeals committee))~~Appeals Committee shall hold a hearing on the appeal. At the hearing, the person ~~((f))~~or firm may discuss only those issues raised in the notice of appeal unless the ~~((appeals committee))~~Appeals Committee allows otherwise. If a hearing is held, the ~~((city administrator))~~City Administrator or his or her designee shall have the burden of establishing by a preponderance of the evidence that the grounds exist for an order of debarment.
5. The ~~((appeals committee))~~Appeals Committee shall consider the notice of debarment, the person ~~((f))~~or firm's notice protest, and, if a hearing is held, the evidence presented at the hearing. The ~~((appeals committee))~~Appeals Committee shall issue a final written decision and order regarding whether the person ~~((f))~~or firm should be debarred within thirty (30) days of the conclusion of the hearing. If the ~~((appeals committee))~~Appeals Committee issues an order of debarment, that order shall state:
  1. The contracting activities from which the person ~~((f))~~or firm is barred from participating;
  2. The length of the debarment; and

3. Findings and conclusions upon which the debarment is based.

The ~~((appeals committee's))~~Appeals Committee's decision shall be the final administrative decision of the City.

### **Section 07.06.700 Intent**

The City of Spokane recognizes that a well-trained construction work force is critical to the ability of constructing successful ~~((public works))~~Public Works projects. Apprenticeship training programs are particularly effective in providing training and experience to individuals seeking to enter or advance in the work force. By providing for apprenticeship utilization on ~~((public works))~~Public Works projects, the City can create opportunities for training and experience that will help assure that a trained work force will be available in sufficient numbers in the future for the construction of ~~((public works))~~Public Works projects.

### **Section 07.06.710 Definitions**

For the purpose of this article, the following words are defined as follows:

- A. "Community Empowerment Zone" (CEZ) means that portion of those census tracts which are situated within the County of Spokane and designated by the State of Washington as entitled to receive tax incentives because of high levels of poverty and unemployment.
- B. "Labor hours" means the total hours as defined in this section less the number of hours worked by subcontractors working under subcontracts valued individually at less than one hundred thousand dollars (\$100,000).
- C. "Resident of the Community Empowerment Zone" (CEZ Resident) means any person who continuously occupies a dwelling within the boundaries of the Community Empowerment Zone, with a present and genuine intent to remain within the boundaries of the Community Empowerment Zone; provided however, that an individual initially certified as a CEZ Resident shall retain such certification status for a period of up to two (2) years or one thousand 1,000 ~~((Labor Hours))~~hours worked from the date of initial certification, whichever is less, and such certification shall be recognized for any City project covered by this chapter for said certification period.
- D. "State-approved apprenticeship program" means an apprenticeship program approved or recognized by the Washington State Apprenticeship and Training Council or similar programs approved by the Washington State Department of Labor and Industries (L&I).
- E. "Total hours" means the total number of hours of worked by all workers receiving an hourly wage who are directly employed on the site of a ~~((city public works))~~City Public Works project including hours performed by workers employed by the

contractor and all subcontractors working on the project, but excluding hours worked by foremen, superintendents, owners and workers who are not subject to prevailing wage requirements.

- F. "Veteran" means every person who has received an honorable discharge or received a discharge for medical reasons with an honorable record, where applicable, and who has served in at least one (1) of the following categories:
1. As a member in any branch of the armed forces of the United States, including the national guard and armed forces reserves, and has fulfilled his or her initial military service obligation;
  2. As a member of the women's air forces service pilots;
  3. As a member of the armed forces reserves, national guard, or coast guard, and has been called into federal service by a presidential select reserve call up for at least one hundred eighty (180) cumulative days;
  4. As a civil service crewmember with service aboard a U.S. army transport service or U.S. naval transportation service vessel in oceangoing service from December 7, 1941, through December 31, 1946;
  5. As a member of the Philippine armed forces/scouts during the period of armed conflict from December 7, 1941, through August 15, 1945; or
  6. A United States documented merchant mariner with service aboard an oceangoing vessel operated by the ~~((department of defense))~~ Department of Defense, or its agents, from both June 25, 1950, through July 27, 1953, in Korean territorial waters and from August 5, 1964, through May 7, 1975, in Vietnam territorial waters, and who received a military commendation. (RCW 41.04.007)

#### **Section 07.06.720 Administration of Apprentices Program**

- A. On ~~((public works))~~ Public Works construction projects, as defined in RCW 39.04.010, with an estimated cost of six hundred thousand dollars (\$600,000) or more, at least ten (10) percent in 2016 and fifteen (15) percent in years 2017 and beyond, of the labor hours of each project shall be performed by apprentices enrolled in a State-approved apprenticeship program.
- B. Subcontracting Requirements. The utilization percentages for apprenticeship labor for ~~((public works))~~ Public Works construction contracts shall also apply to all subcontracts of one hundred thousand dollars (\$100,000) or more within those contracts, provided there is a state-approved apprenticeship training program for the trade for which a subcontract is issued.
- C. The City Administrator shall implement and administer this article and shall develop and adopt procedures to implement and enforce this Article X of Chapter 07.06 SMC. The City Administrator shall establish and maintain contract specification language to implement the apprenticeship requirement. The City Administrator shall develop and implement a system for monitoring the actual use

of apprentices on ~~((public works))~~Public Works projects.

- D. The City Administrator shall establish a monitoring program to verify compliance with this article and shall report to the ~~((city council))~~City Council at least twice each year to report on the apprenticeship program.
- E. Each contractor on city ~~((public works))~~Public Works construction projects to which this article applies shall incorporate the requirements of this article in all subcontracts for the project and shall require each subcontractor to which this chapter applies to execute a form, to be provided by the city, acknowledging that the requirements of this article are applicable to the labor hours for the project.

#### **Section 07.06.730 Waiver or Reduction of Goals**

The City Administrator may waive or reduce the apprenticeship participation percentage on ~~((public works))~~Public Works construction projects with prior written notice to the city council. The notice to the City Council shall describe the facts and circumstances upon which the City Administrator's decision to reduce the apprenticeship participation percentage is based. These factual findings must show that (1) there is a demonstrated lack of ability to obtain apprentices in a specific geographic area or field; (2) a disproportionately high ratio of material costs to labor hours on the particular projects does not make feasible the required minimum level of apprentice participation; (3) the reasonable and necessary requirements of the contract or subcontract render apprentice utilization infeasible at the required levels due to specialized training and safety requirements which ~~((is))~~are not available through the local available state-approved apprenticeship training programs; or ( 4) participating contractors or subcontractors cannot meet the utilization requirements despite demonstrated good faith efforts to comply with the requirements of this article.

#### **Section 07.06.750 Incentives for Certain Apprenticeships**

It is the policy of the City of Spokane to encourage the utilization of apprenticeships for veterans, women, minorities, and residents of a CEZ (as defined in this Article X) by seeking to attain a goal of ten percent (10%) of apprenticeship labor hours be performed by members of these demographics. As an incentive to meet this goal, the City may offer credit of 1.1 hours for every hour of work performed by an apprentice covered by this section on ~~((public works))~~Public Works construction projects.

#### **Section 07.06.760 Penalty**

- A. All ~~((city public works))~~City Public Works contracts involving this article shall include a provision establishing a penalty equal to thirty percent (30%) of the highest paid craft hourly rate on the ~~((public works))~~Public Works project as determined by prevailing wages for each unmet labor hour to be imposed by the City Administrator on each contractor who violates the provisions of this article.



- B. The specific facts and circumstances and the existence and extent of any good faith efforts to comply shall be considered when determining whether a contractor is subject to debarment under SMC 07.06.610(B).
- C. The City Administrator shall dedicate all revenues derived from penalties imposed for violation of this Article X to grants to pre-apprenticeship programs to assist minorities, women, and residents of CEZs as defined in this Article X.

### **Section 07.06.770 Appeals**

- A. An appeal may be filed with the City's (~~((hearing examiner))~~)Hearing Examiner by any contractor or Washington State registered apprenticeship program regarding the City Administrator's decision to waive or reduce the apprenticeship participation percentage or the imposition of penalties pursuant to SMC 7.06.760.
- B. Appeals shall be filed within ten (10) business days of the City Administrator's decision. Appeals shall be processed consistent with SMC 17G.050.310-320.
- C. The (~~((hearing examiner))~~)Hearing Examiner shall either affirm or reverse the decision of the City Administrator. If the (~~((hearing examiner))~~)Hearing Examiner reverses the City Administrator's decision, the matter shall be remanded to the City Administrator to decide the matter consistent with the (~~((hearing examiner's))~~)Hearing Examiner's decision.
- D. An appeal shall not act as a stay to a (~~((public works))~~)Public Works construction project. A decision by the (~~((hearing examiner))~~)Hearing Examiner regarding the waiver or reduction of the apprenticeship participation percentage shall be only apply prospectively. A decision by the (~~((hearing examiner))~~)Hearing Examiner affirming the City Administrator's assessment of penalties may be taken into account when determining the relative severity of the violation in the determination as to whether to debar a contractor under SMC 07.06.610(B).
- E. The (~~((hearing examiner's))~~)Hearing Examiner's decision may be appealed to Superior Court.

**Section 3.** That there is enacted a new section 07.06.155 of the Spokane Municipal Code to read as follows:

### **Section 07.06.155 Bid Protests**

- A. Definitions.
  - 1. "Bid Protest" means a written objection by an interested party to a solicitation issued by an agency for bids for a proposed contract for Public Works or a written objection by an interested party to a proposed award or the award of such a contract (31 U.S.C. Section 3551[1]). If the protest

does not meet the time or content requirements, the Purchasing Director may reject the protest.

2. "Interested Party" means any party person (a) who is an actual bidder or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by the failure to award (31 U.S.C. Section 3551((2)).
  3. "Filing of a Bid Protest" – any interested party may file a bid protest on a Public Works project which is the subject of competitive bids on the basis that the City has failed to comply with applicable Federal or State law or with local regulations. Valid bid protests shall be heard by City Council. The protest must be filed in accordance with the timing requirements set forth in this subsection herein, and must include:
    - a. The name, address, telephone numbers of the protestor;
    - b. The number of the specification/contract solicitation;
    - c. All information indicating the protestor is an interested party;
    - d. A written statement of the grounds for the protest and in particular the Federal, or State law or local regulation alleged to have been violated. This statement should be accompanied by any relevant support documentation, and a statement regarding the course of action the protestor desires that Purchasing Director take.
    - e. All information establishing the timelines of the protest; and
    - f. The signature of the protestor.
- B. Any bid protest must be filed within five (2) days of bid opening
- C. Upon receipt of a proper filing of a bid protest regarding the award of a contract, the City will not issue a notice to proceed to the contractor until the protest has been resolved, unless the work is necessary to protect the interests of the City.
- D. A decision on a protest will be made as expeditiously as possible after receiving all relevant information. The Purchasing Director reserves the right to proceed with the appropriate action in the procurement process or under the contract in the following cases:
1. Where the Public Works project is urgently required;
  2. Where the Purchasing Director determines that protest was frivolous; and
  3. Where delivery or performance will be unduly delayed or other undue harm will occur, by failure to make the award promptly.
- E. All valid protests will be forwarded to City Council for review and the City shall not execute a contract for the project with anyone other than the protesting bidder without first providing at least two (2) full business days' written notice of the City's intent to execute a contract for the project; provided, that the protesting bidder submits notice in writing of its protest no later than two (2) full business days following bid opening (RCW 39.04.105).

F. The determination by the City Council on a bid protest is final and may not be appealed.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date

**City of Spokane**  
**City Council**

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TO: Council Members

FROM: Brian McClatchey, Policy Advisor

DATE: January 23, 2018

RE: Procurement code amendments summary

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Although the vast majority of the ordinance making amendments to the City's procurement processes are of a technical corrections or "clean-up" nature, there are some substantive amendments. The following is a summary of those substantive amendments being offered for Council consideration.

First, this ordinance repeals the following sections, either to avoid duplication, reduce administrative burdens, or to relocate the information to a more logical section:

- 07.06.0295 (Minor Architect – Engineering Contracts)
- 07.06.162 (public bidding – streets)
- 07.06.177 (bidding and other provisions – data processing and telecommunications systems)
- 07.06.269 (contracts and their execution – Riverfront Park film showings)
- 07.06.272 (contracts and their execution – motor vehicle leases by Police Department)
- 07.06.550 (bidder responsibility – reporting requirements)

The ordinance also makes the following substantive amendments:

- Defines "minor contract"
- Removes blanket requirement for public bidding for public works projects in favor of the phrase "competitive procurement"
- Amends requirement for public bidding for contracts above the minor contract threshold and for personal services and professional architectural, engineering and surveying services to allow for Roster use and other competitive procurement methods as allowed by State law.
- Requires awardee to obtain city business registration prior to award
- Provides much greater detail on "small works roster" process and "limited public works" process
- Add pharmaceuticals to the list of authorized allowable sole source procurement subjects
- Eliminates definition of "emergency" in emergency procurement section
- Specifies that minor contracts must have an end date (no open-ended minor

- Provides greater flexibility for withdrawal of erroneous or inadvertent bids
- Replaces references to “art director” with references to the Spokane Arts Commission
- Requires bidder certification of compliance with state minimum wage laws and the city’s fair elections code
- Replaces various references to the process for bid protests with a new, separate, and expanded section detailing the process for bid protests.

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

03/05/2018

Date Rec'd

2/15/2018

Clerk's File #

ORD C35603

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/Phone

BEN STUCKART 6256269

Project #Contact E-Mail

AMCDANIEL@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0320 ORDINANCE TERMINATING THE INACTIVE AMBASSADOR INCENTIVE

Agenda Wording

An ordinance terminating the inactive ambassador incentive program; repealing chapter 03.08 of the Spokane Municipal Code

Summary (Background)

This ordinance repeals the inactive ambassador incentive program

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

MCDANIEL, ADAM

Study SessionDivision DirectorOther

Urban Experience

Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

For the Mayor

DUNIVANT, TIMOTHY

Additional ApprovalsPurchasingCITY COUNCIL

MCDANIEL, ADAM



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense     \$ 451,620.06

Select     \$

Budget Account

# 4250 42300 94000 56501 14391

#

Distribution List


## ORDINANCE NO. C35603

An ordinance terminating the inactive ambassador incentive program; repealing chapter 03.08 of the Spokane Municipal Code.

**WHEREAS**, the productivity board and employee ambassador incentive program were created by ordinance in 2004; and

**WHEREAS**, this program has not been used for at least the past five years, and contains outdated references, such as a reference to a deputy mayor (which position does not exist); and

**WHEREAS**, the City Council periodically cleans up sections of the Spokane Municipal Code which are unused, outdated, or are simply, by longstanding practice, inactive or unneeded.

**NOW THEREFORE**, the City of Spokane does ordain:

**Section 1.** That chapter 03.08 ("Ambassador Incentive Program") of the Spokane Municipal Code is hereby repealed in its entirety.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date





**Agenda Sheet for City Council Meeting of:**  
10/23/2017

<b>Date Rec'd</b>	10/6/2017
<b>Clerk's File #</b>	OPR 2017-0726
<b>Renews #</b>	

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAN KEGLEY EXT. 7821	<b>Project #</b>	
<b>Contact E-Mail</b>	DKEGLEY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	4100 - MEDICAL LAKE WATER SUPPLY INTERTIE AGREEMENT		

**Agenda Wording**

Intertie agreement with the City of Medical Lake to supply water in the event of shortages and emergency needs.

**Summary (Background)**

The City of Medical Lake requested an emergency intertie with the City of Spokane in 2009. This intertie will provide supplemental water in drought conditions during a stressed aquifer and in case of emergencies. Medical Lake will be responsible for all costs of construction and for appurtenance maintenance past the point of delivery. Usage cannot exceed 800 gallons per minute without a new agreement. Revenue estimate based on four months supplemental use and a thirty day emergency.

<b><u>Fiscal Impact</u></b>	Grant related? NO	<b><u>Budget Account</u></b>
	Public Works? NO	
Revenue	\$ 100,000.00	# 4100-42410-34052-34328-99999
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	KEGLEY, DANIEL	<b><u>Study Session</u></b>	
<b><u>Division Director</u></b>	SIMMONS, SCOTT M.	<b><u>Other</u></b>	PWC 9/25/2017
<b><u>Finance</u></b>	CLINE, ANGELA	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH	dkegley@spokanecity.org	
<b><u>For the Mayor</u></b>	DUNIVANT, TIMOTHY	jsakamoto@spokanecity.org	
<b><u>Additional Approvals</u></b>		sjohnson@spokanecity.org	
<b><u>Purchasing</u></b>		acline@spokanecity.org	

**BRIEFING PAPER**  
**Public Works**  
**Water Department**  
**September 25, 2017**

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**Subject**

Intertie agreement with the City of Medical Lake to supply water to address supplemental needs and meet demands during emergencies.

**Background**

In 2009, the City of Medical Lake approached the Water Department to request an emergency intertie with the City of Spokane. The intertie would provide supplemental water during drought conditions in a stressed aquifer and also provide an additional amount that could to be provided in emergency situations.

**Impact**

The City of Spokane would install needed water quality monitoring equipment and would have the option of installing a flow control valve to regulate the amount of water delivered. Medical Lake would be responsible for establishing the point of connection and all installation and maintenance beyond the point of delivery as outline in exhibit A.

**Summary**

Medical Lake will be responsible for all costs associated with construction of the intertie which includes: the General Facility Charge, tap, meter, backflow assembly, and vault. Also, they will be responsible to maintain all appurtenances past the point of delivery. The City of Spokane will be responsible for meter maintenance and all infrastructures prior to the point of delivery. In total Medical Lake could not exceed 800 gallons per minute in total without a new agreement.

**Action**

Recommend approval

**Funding**

Funding for the flow control valve and water quality monitoring equipment will be by Water Department funds.

Spokane City Clerk File No. \_\_\_\_\_  
Medical Lake City Clerk File No. \_\_\_\_\_

## **WATER SUPPLY AGREEMENT BETWEEN MEDICAL LAKE and the CITY OF SPOKANE**

THIS WATER SUPPLY AGREEMENT (“Agreement”) is entered into by THE CITY OF SPOKANE (“Spokane”), a municipal corporation of the State of Washington and First Class Charter City, with a principal place of business located at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, and the CITY OF MEDICAL LAKE (“Medical Lake”), a municipal corporation of the State of Washington and Optional Municipal Code City, with a principal place of business located at 124 S Lefevre, Medical Lake, Washington, each a “Party” and collectively the “Parties.”

### **RECITALS**

- A. Spokane owns and operates a Chapter 70.119A Group A Public Water System (“Spokane Water System”) that supplies and distributes potable water to its own resident customers.
- B. The Spokane Water System currently has the water resources, capital facilities and infrastructure, and funding to regionally supply and distribute treated domestic water to wholesale purveyors and numerous retail customers outside the Spokane’s corporate limits, and has done so historically.
- C. Spokane owns and operates a series of wells pursuant to a series of water rights that are authorized to provide wholesale water within a regional wholesale service area, as approved in its Water System Plan (“Spokane Water System Plan”), promulgated in accordance with Chapter 43.20 RCW and entitled “City of Spokane, Comprehensive Water System Plan,” Volumes 1 and 2, dated January 12th, 2017 adopted and approved by the City of Spokane City Council by Resolution dated March 2015 and approved by the State Department of Health (“State DOH”), as said document may be amended, revised, or updated from time to time.
- D. In accordance with the planning and goals set forth in its Spokane Water System Plan, Spokane seeks to fulfill and implement its role as regional water supplier by including the City of Medical Lake as a wholesale water customer.
- E. Medical Lake, owner of its own Chapter 70.119A Group A Public Water System (“Medical Lake Water System”), seeks to supplement and stabilize its existing water supply portfolio by interconnecting to the Spokane Water System to ease Medical Lake’s service demand stress on its water supply during peak daily and seasonal timeframes.

- F. Medical Lake approached Spokane to negotiate business term parameters whereby Spokane would supply Medical Lake with drinking water to supplement Medical Lake's existing water resource portfolio.
- G. The Parties now seek to reduce their business negotiations to a formal, legally binding agreement outlining their respective rights and responsibilities.
- H. The Parties acknowledge that numerous state and local regulatory approvals will be required in addition to design and construction completion before Spokane provides and Medical Lake accepts water delivery under this Agreement.
- I. The Parties desire to form a mutually beneficial stewardship relationship to manage the water resources. The Parties agree to cooperate with each other to the greatest extent feasible to secure state and local regulatory approvals, revise respective comprehensive water plans and implement the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein, and the mutual promises and benefits exchanged by the parties herein, the Parties do hereby agree as follows:

**1. Term.**

- 1.1. This Agreement shall take effect on the date that both Parties have duly executed the Agreement. This Agreement shall remain in full force and effect for a period of twenty (20) years, unless earlier terminated (in whole or in part) ("Term"). The Parties agree to review and modify as necessary at five (5) year intervals.
- 1.2. The provisions of section 1.1 notwithstanding, the Term of this Agreement may be extended by written agreement of the Parties and by a duly executed Amendment to this Agreement. Extensions may be in five (5) year intervals or as agreed by the Parties.
- 1.3. Future Connection/Increased Capacity. Any additional capacity or terms beyond those contained in this Agreement will be through a written executed amendment to this Agreement.
- 1.4. All obligations incurred during the Term shall survive expiration or termination of the Agreement.
- 1.5. Either Party may provide notice of Termination upon six(6) months written notice to the other party.

**2. Regulatory Approvals.** The Parties acknowledge and agree that the following regulatory approvals and property rights are necessary before water deliveries may begin.

- 2.1. Spokane must obtain the following state and local approvals regarding this Agreement:

- 2.1.1. State Department of Health; and

- 2.1.2. State Department of Ecology.

Spokane will bear all initial costs of obtaining this regulatory approval. Spokane will keep Medical Lake informed of status, will advise Medical Lake when these approvals have been obtained, and will provide copies of these approvals to Medical Lake promptly after they have been obtained.

- 2.2. Medical Lake must obtain the following state and local approvals regarding this Agreement:

- 2.2.1. State Department of Health; and

- 2.2.2. State Department of Ecology.

Medical Lake will bear all initial costs of obtaining these regulatory approvals. Medical Lake will keep Spokane informed of status, will advise Spokane when these approvals have been obtained, and will provide copies of these approvals to Spokane promptly after they have been obtained.

- 2.3. The Parties shall collaborate on obtaining any approvals necessary from Spokane County and shall bear their own initial costs of obtaining any such approval.

- 2.4. If unanticipated permits, regulatory approvals, or property or access rights (collectively, with the approvals described in Section 2, "Regulatory Approvals") are necessary, the Parties will meet and confer in good faith to allocate costs and responsibility for the same.

### **3. Construction, Funding, and Responsibility for Improvements.**

- 3.1. Medical Lake shall apply and pay for all Spokane Application(s) for Connection required to deliver wholesale water pursuant to this Agreement in accordance with Title 13, Chapter 13.04, Section 13.04.0502, and Applications for Connection Spokane Municipal Code ("Application for Connection"). Medical Lake shall also pay a Water General Facilities Charge as outlined in Title 13 Chapter 13.04, Section 13.04.2042 E-1.

- 3.1.1. Medical Lake shall purchase a backflow prevention device or assembly consistent with Chapter 246.290 WAC, from and approved by Spokane, designed and tested to counteract back pressure and back siphonage ("Medical Lake Backflow Prevention Device"). Medical Lake shall have

the Medical Lake Backflow Prevention Device tested by a certified Backflow Assembly Tester, approved by the Water Department for compliance with Legal Requirements. A copy of each year's test along with a certification that the backflow assembly complies with Legal Requirements and is in good working condition shall be provided to Spokane each year.

- 3.1.2. Medical Lake shall purchase from Spokane a tap ("Tap") and initial master meter ("Initial Master Meter") in accordance with Spokane Municipal Code Title 13, Chapter 13.04, Section 13.04.0602 A, including, any initial testing and/or inspection fees required by Spokane.
- 3.1.3. Medical Lake shall purchase/construct a vault of adequate dimension to accommodate the initial master meter, the backflow assembly and the flow regulating valve.
- 3.1.3 Spokane will design and construct a Flow Control Valve. Said design and construction shall be at the sole discretion of Spokane. Spokane shall bear all costs associated with the design and construction of the Flow Control Valve.
- 3.1.4 Spokane shall install the Medical Lake Backflow Prevention Device, the Initial Master Meter, the Flow Regulating Valve, the Tap, and perform the initial backflow assembly test.
- 3.2. The Parties agree that additional improvements are required to effectuate the terms of this Agreement. The Improvements' general location and layout are shown and described on Exhibit "A". The Parties shall design and construct their respective improvements in a manner that is consistent with the provisions of all applicable local, state, and federal law, permits, regulatory approvals, manufacturers' specifications and in a good and workman-like manner.
- 3.3. The Parties agree to allocate cost for the additional improvements' design and construction as follows.
  - 3.3.1. Medical Lake agrees to full and complete responsibility for the design and construction of the following Improvements ("Medical Lake Improvements"). All costs associated with the Medical Lake Improvements shall be borne by Medical Lake.
    - 3.3.1.1. Medical Lake shall submit to Spokane for review, revision, and approval of designs, specifications, and construction schedule for all Medical Lake Improvements ("Medical Lake Plans") required to effectuate the delivery of wholesale water pursuant to this Agreement except as otherwise provided by Section 3.4. Such plans shall include, without limit, the limits of excavation for and placement of any

vault(s). Subject to the requirements set forth in Section 3.1, the Medical Lake Improvements shall also include the Application for Connection, the Tap, and the Initial Master Meter. Medical Lake shall not commence construction of the Medical Lake Improvements until Medical Lake has received from Spokane approved Medical Lake Plans (as such documents may be revised by Spokane) and Spokane's written authorization to proceed with construction ("Notice to Proceed").

3.4. Spokane agrees to full and complete responsibility for the following improvements ("Spokane Improvements"). All costs of the Spokane Improvements shall be borne by Spokane.

3.4.1. Except as provided in Section 3.1, Spokane shall tap the Spokane transmission line necessary to deliver wholesale water pursuant to this Agreement.

3.4.2. Spokane shall timely review the Medical Lake Plans, and will not unreasonably withhold its approval of the Medical Lake Plans.

3.4.3. Spokane shall design and construct water quality monitoring equipment as shown, described, and specified in Exhibit B ("Spokane WQ Monitoring Equipment").

3.5. The "Point of Delivery" shall be that specifically identified point between transmission mains of the Parties to this Agreement where water will be transferred from one Party's system to the facilities of the other Party. The Point of Delivery is identified and described on Exhibit A.

3.6. The Parties agree that: (1) after design and construction of the Medical Lake Improvements are complete, Medical Lake will assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the Medical Lake Improvements and associated facilities consistent with water system standards and applicable laws, regulations, rules, provisions, interpretations, orders, injunctions, decrees, rulings, awards, and decisions of governmental entities, orders of governmental entities ("Legal Requirements"); and (2) after design and construction of the Spokane Improvements are complete, Spokane will assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the Spokane Improvements and associated facilities consistent with water system standards Legal Requirements except as provided in Section 3.6.1. The aforementioned sentence notwithstanding, the Parties further agree as follows:

3.6.1. Spokane shall operate and maintain the Initial Master Meter, including, without limit, any additional replacement meters.

3.6.2. Spokane shall own, operate, and maintain the Spokane WQ Monitoring Equipment. Spokane shall, in its sole discretion and at its sole expense, routinely monitor water quality using the Spokane WQ Monitoring Equipment in accordance with the Spokane Water Quality Monitoring Protocol set forth in Exhibit B.

3.6.3. If Spokane elects to construct a Spokane Flow Control Valve, Spokane shall own, operate, and maintain it.

4. **Water Delivery.** Following completion of the Spokane Improvements and Medical Lake Improvements, receipt of all Regulatory Approvals, and any other preconditions to water delivery provided in this Agreement (“Initial Delivery Date”), Spokane agrees to sell and make available to Medical Lake, and Medical Lake agrees to accept delivery of and pay for wholesale water as follows.

4.1. The wholesale water sold to Medical Lake by Spokane pursuant to this Agreement shall be water available from Spokane’s water rights. Spokane has reviewed Medical Lake’s service area as described in its approved Comprehensive Water Plan (“Medical Lake Service Area”). Spokane determines that Medical Lake may beneficially use Spokane’s water delivered pursuant to this Agreement within the Medical Lake Service Area. Medical Lake confirms the water received from Spokane is being used by Medical Lake consistent with Spokane’s water system plan. Medical Lake shall ensure any future plan amendments will comply with both Comprehensive Water System Plans and all applicable laws.

4.2. All water supplied by Spokane for use or sale by Medical Lake shall be upon the express condition that after water passes the Point of Delivery, it becomes the property and exclusive responsibility of Medical Lake. Spokane shall not be liable for any degradation of water quality, for acts of sabotage or vandalism, or for other events and resulting damages that may occur beyond the Point of Delivery and within the Medical Lake Improvements and Medical Lake Water System.

4.3. The quality of wholesale water made available to Medical Lake pursuant to this Agreement shall be of the same standard and quality as normally delivered to Spokane’s other customers and shall be in compliance with all applicable state and federal drinking water laws, regulations and standards at the Point of Delivery. Medical Lake shall be responsible for maintaining compliance with all applicable state and federal drinking water laws, regulations and standards past the Point of Delivery and within the Medical Lake Improvements and Medical Lake Water System.

4.4. From the Initial Delivery Date until the date that Spokane ceases making wholesale water sales, Spokane shall make available to Medical Lake at the Point of Delivery wholesale water in the amount not to exceed 200 gallons per minute



(GPM) for supplemental use and at a pressure meeting Legal Requirements as described in Paragraph 3.6. Requests for emergency use and amount are provided or in Section 4.8.

4.5. Spokane shall record the amounts of monthly wholesale water deliveries made to Medical Lake at the Initial Master Meter (or any replacement meter thereof).

4.5.1. Spokane will read the meter and keep records of the monthly and annual total water accepted by Medical Lake.

4.5.2. The Initial Master Meter (or any replacement meter thereof) shall at all times be accessible to Spokane personnel. If it becomes necessary for Medical Lake to place the meter under lock and key, Medical Lake shall furnish Spokane with a copy of the key.

4.6. Should Spokane determine that Medical Lake is receiving deliveries of wholesale water at the Point of Delivery in excess of the amounts set forth in section 4.4 herein, Spokane shall notify Medical Lake of the excess deliveries, and Medical Lake shall promptly take the steps necessary to reduce its deliveries accordingly. If Medical Lake has not taken action within twenty-four (24) hours of receiving notice from Spokane pursuant to Section 4.4, Spokane may take any action it deems necessary to reduce the deliveries to a level equal to Medical Lake's scheduled amounts, and charge Medical Lake for any excess deliveries made after the expiration of the twenty-four hour notice period.

4.7. Spokane's delivery of wholesale water and Medical Lake's acceptance of such delivery shall be governed by the terms of this Agreement. No future wholesale service connections shall be permissible without a subsequent and separate written agreement between the Parties. Neither Party shall be obligated to agree to or execute any agreement or permit with the other Party to construct additional wholesale service connection(s). Medical Lake shall ensure any future Water Service Plan amendments comply with both Medical Lake and Spokane's Comprehensive Water System Plans and all applicable laws.

4.8. In the event Medical Lake notifies Spokane of an emergency situation whereby they need additional capacity of water for a limited time, after consultation with the Director of Spokane's Water and Hydroelectric Department, Spokane agrees to make available to Medical Lake at the Point of Delivery wholesale water in an additional amount not to exceed six hundred (600) gallons per minute of emergency wholesale water at a pressure meeting Legal Requirements, as described Paragraph 3.6.

## **5. Rates, Future Capital Projects, Invoicing, and Payment.**

5.1. Commencing with the month in which deliveries of wholesale water to Medical Lake pursuant to Section 4 begin, and for each month thereafter during the Term,

Medical Lake shall pay to Spokane a service fee composed of the following elements:

5.1.1.1. The amount of wholesale water delivered in such a month, as measured at the Initial Master Meter, times Outside City Rate to Other Purveyors, plus any other fees, taxes, or charges billed to other Spokane wholesale customers pursuant to the Spokane Municipal Code.

5.1.1.1.1. The term “Outside City Rate to Other Purveyors” means that rate and outside Spokane commercial monthly service charge as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended through time. This rate may be periodically adjusted and shall be applicable as set forth in the rate schedule as adopted by the Public Utility Board and Spokane City Council.

5.2. Future Connection/Increased Capacity. Any additional capacity or terms beyond those contained in this Agreement, will be negotiated between the Parties and may include assessed capital fees to meet the increase in capacity prior to expansion.

5.3. Spokane shall during the Term prepare and forward to Medical Lake an invoice for the payment of any and all amounts due Spokane pursuant to this Agreement for the preceding month in accordance with Spokane’s normal business practices. Each such invoice shall set forth the payment due from Medical Lake to Spokane. Medical Lake may request from Spokane, and Spokane shall promptly provide to Medical Lake, any documentation or other information that Medical Lake may reasonably require to understand the nature of the costs contained in any invoice issued pursuant to this Section 5.

5.4. Payment of any and all invoices forwarded to Medical Lake by Spokane pursuant to this Section 5 shall be due and payable by Medical Lake on or before the Due Date, with payment to be made by wire transfer or such other means as may be agreed to in writing by the parties.

5.4.1. The term “Due Date” shall mean the date by which payment of any invoice issued pursuant to this Section of the Agreement is due to Spokane, which date shall be the close of business on the thirtieth (30<sup>th</sup>) day after an invoice is issued, provided, however, that if such thirtieth day falls on a Saturday, Sunday, or legal holiday observed by Spokane, the Due Date shall be extended until the close of business of the next regular business day of Spokane.

- 5.5. If any or the entire bill is in dispute, Medical Lake shall pay the amount as billed and the provisions of Section 11, Dispute Resolution, shall apply.
- 5.6. If Medical Lake disputes all or any portion of an invoice issued by Spokane pursuant to this Section 5, Medical Lake shall pay such invoice in full, and shall indicate in writing to Spokane the portions of the invoice that Medical Lake disputes and the reasons therefore. The Parties shall make a good faith effort to resolve such dispute. If such efforts are unsuccessful, either Spokane or Medical Lake may seek resolution of the dispute pursuant to Section 11.
- 5.7. Medical Lake hereby covenants and agrees that it shall establish, maintain, and collect rates or charges for water and other services, facilities, and commodities sold, furnished or supplied by it to its members which shall be adequate to provide revenues sufficient to enable Medical Lake to make the payments required to be made pursuant to the terms of this Agreement, and to pay all other charges and obligations payable from or constituting a charge or lien upon such revenues.

## **6. Conservation and Efficiency.**

- 6.1. The Parties agree and acknowledge that wise stewardship of water resources through maintaining each system's operational efficiency is critically important. The Parties agree to adopt conservation plans, to be updated on an annual basis or as otherwise required by Legal Requirements, and shall coordinate regional supply scheduling and other operational programs that promote efficient use of water supplies, facilities, and financial staff resources.
- 6.2. To accomplish these goals, the Parties agree:
  - 6.2.1. To prepare and exchange conservation plans on an annual basis, at a minimum;
  - 6.2.2. To track and collect data on at least a monthly basis for each Party's operational components and to exchange the same on at least an annual basis;
  - 6.2.3. To collectively analyze the data collected pursuant to this Section and to identify potential efficiency measures that will implemented by Medical Lake under the state-mandated Water Use Efficiency requirements as required by WAC 256-290-810, or as may be subsequently revised or modified in the future.

## **7. Delivery Interruptions, Default and Rights of Termination.**

- 7.1. The Spokane Water System shall be operated and maintained in a manner consistent with water system standards and Legal Requirements in order to

provide reliability of service to Medical Lake. However, Medical Lake understands and agrees that Spokane can make no warranty or guarantee as to pressure, quantity, or continuity of service.

- 7.2. Spokane shall have no obligation whatsoever to guarantee delivery of wholesale water pursuant to this Agreement. Medical Lake agrees that it has only a contractual right to wholesale water as set forth in Section 4 of this Agreement, and further agrees that Medical Lake has no claim or right to a supply of water from Spokane or to any water right upon the expiration or termination of this Agreement on any basis whatsoever.
- 7.3. Notwithstanding any other provisions of this Agreement, neither Spokane nor Medical Lake shall be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to damages for lost profits, revenues or benefits, loss of property use, the cost of capital, or the cost of purchased or replacement water, even if such party has been advised of the possibility or existence of such damages.
- 7.4. The Parties agree and acknowledge that Spokane shall not be liable for any losses, damages, or claims due to, caused by, relating to, or arising from events enumerated in this Section 7.4.

#### 7.4.1. Emergency

7.4.1.1. In the event that Spokane determines, in its sole discretion, that there is a General Emergency, Spokane shall provide oral notice to Medical Lake and may temporarily interrupt or reduce deliveries of water to Medical Lake if the Spokane determines, in its sole discretion, that such interruptions and reductions are necessary or reasonable in case of such a General Emergency. Medical Lake shall assist and support Spokane to meet such a General Emergency condition, including, without limit, implementing emergency conservation measures as directed by Spokane. General Emergencies may include, but are not limited to, failure of or accidents involving Spokane's Water System infrastructure or equipment, uncontrollable forces, unforeseen or unavoidable events, legal restrictions or limitation, and/or regulatory restrictions or limitations.

7.4.1.2. In the event that Spokane determines, in its sole discretion, to institute a water rationing or water use restriction program, Spokane will institute necessary or reasonable reductions to deliveries of wholesale water made to Medical Lake pursuant to this Agreement. Such rationing or use restriction measures may be based on the specifics of the water distribution system and availability of the resource, in accordance with optimization of Spokane's water system.

#### 7.4.2. Non-Emergency

7.4.2.1. Except in cases of emergency under Section 7.4.1, and in order that Medical Lake's operations will not be unreasonably interfered with, Spokane shall give Medical Lake seven (7) calendar days notice of any other interruptions or reduction in service, the reason therefore, and the probable duration thereof, including any interruptions or reduction in services that will be caused by the installation of equipment, repairs, replacements, investigations, inspections or other maintenance performed by the Spokane on its water system or those parts of the system supplying Medical Lake pursuant to this Agreement.

#### 7.4.3. Regulatory

7.4.3.1. Medical Lake understands and agrees that the operation of this Agreement, and the water available from Spokane's water rights are subject to Legal Requirements as defined in section 3.6 and the proceedings, litigation, orders, rulings of courts of competent jurisdiction ("Judicial Requirements") regarding the Agreement and Spokane's water rights. Medical Lake understands and agrees that Spokane must comply with all such Legal Requirements and Judicial Requirements and that such Legal Requirements and Judicial Requirements may affect, limit, diminish or remove the ability of Spokane to fulfill its wholesale water deliveries under this Agreement.

7.4.3.2. The Parties expressly acknowledge and agree that the inability or preclusion of the City of Spokane to perform, in whole or material part, this Agreement caused by an order or directive of governmental authority or a court with jurisdiction shall constitute a force majeure or change in law event hereunder and Spokane can terminate this Agreement.

7.4.3.3. If Spokane is materially limited or prohibited from performance of this Agreement, in whole or in part, Spokane may terminate this Agreement by providing Medical Lake as much advance written notice as is mandated by Legal Requirements or Judicial Requirements under the circumstance, or six (6) months, whichever is longer, from the date of the written notice.

#### 7.5. Medical Lake Events of Default and Spokane's Rights of Termination.

7.5.1. If Medical Lake fails to make any payment in full when due under this Agreement for a period of sixty (60) days or more after the Due Date, Spokane shall make written demand upon Medical Lake to make payment within ten (10) days of the date of such written demand. If the failure to pay is not cured with the ten (10) day time period, Medical Lake shall be deemed

to be in default of this Agreement, and then Spokane may terminate this Agreement by providing Medical Lake with written notice not less than six (6) months prior to the date of termination set forth in such written notice.

7.5.2. If Spokane determines, in its sole discretion, that Medical Lake has materially breached the terms of this Agreement, and fails to cure such a material breach within a period of sixty (60) days after Spokane provides Medical Lake written notice of the same, then Medical Lake shall be deemed to be in default of this Agreement, and then Spokane may terminate this Agreement by providing Medical Lake with written notice.

8. **Force Majeure.** Neither Medical Lake nor Spokane shall be considered to be in default in respect to any obligations hereunder if prevented from fulfilling such obligations due to conditions beyond their reasonable control including acts of God, fire, flood, earthquake, other natural disaster, acts of war, insurrection or riot, or change in the law or directive of governmental authority. If a Party is unable to perform in whole or in part because of such condition, the Party shall diligently and promptly take reasonable steps to allow it to perform.
9. **Indemnification by Spokane.** To the fullest extent permitted by law, Spokane hereby releases and agrees to indemnify, defend and hold harmless each of the Medical Lake Indemnified Parties (defined below) from and against any claim, liability, loss, expense (including but not limited to attorneys' fees and expenses), damage, demand, lawsuit, cause of action, order, strict liability claim, penalty, fine, administrative law action and/or cost of every kind and character (collectively, "Claim/Liability"), arising out of or in any way incident to the design or construction of the Spokane Improvements if due to the negligence, gross negligence, or intentional act or omission by Spokane, including in each case (but not limited to) any Claim/Liability on account of defective work, breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Spokane, its employees or officers, the Medical Lake Indemnified Parties, or any other person or entity. "Medical Lake Indemnified Parties" means, individually and collectively, Medical Lake, its officers, shareholders, and members of each of the foregoing entities. Notwithstanding any provision in this Agreement to the contrary, the Spokane's duties under this Section 9 shall survive the termination, revocation, or expiration of this Agreement.
10. **Indemnification by Medical Lake.** To the fullest extent permitted by law, Medical Lake hereby releases and agrees to indemnify, defend and hold harmless each of the Spokane Indemnified Parties (defined below) from and against any Claim/Liability arising out of or in any way incident to the use by Medical Lake of the water supplied by Spokane hereunder, or arising out of or in any way incident to the design or construction of the Medical Lake Improvements if due to the negligence, gross negligence, or intentional act or omission by Medical Lake, including in each case (but not limited to) any Claim/Liability on account of defective work, negligence,

breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Medical Lake, its members or officers, the Spokane Indemnified Parties, or any other person or entity. “Spokane Indemnified Parties” means, individually and collectively, Spokane, its elected officials, officers, employees, and agents. Notwithstanding anything in this Agreement to the contrary, Medical Lake’s duties under this Section 10 shall survive the termination, revocation, or expiration of this Agreement.

## **11. Dispute Resolution.**

- 11.1. Except as otherwise provided in this Agreement, any and all disputes arising under this Agreement shall be resolved pursuant to this Section 11.
- 11.2. The Parties shall make good faith efforts to resolve by informal discussion any dispute arising under this Agreement.
- 11.3. If at any time during the good faith efforts to resolve any dispute arising under this Agreement either of the Parties determines that such informal discussions will not result in a resolution of the issue(s) in dispute, such dispute, upon the mutual agreement of the parties, may be submitted for resolution by mediation.
- 11.4. Disputes not resolved by Section 11.2, 11.3, or 11.4, as the case may be, shall be resolved in court per Section 12.11.
- 11.5. Except as otherwise provided by this Agreement, the Parties shall continue to fulfill their respective duties under this Agreement pending resolution of any dispute.

## **12. Miscellaneous Provisions.**

- 12.1. Access to Records.
  - 12.1.1. Medical Lake’s Access to Spokane Records. Upon reasonable prior notice to Spokane, Medical Lake, or any consultant of Medical Lake, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Spokane at the location where such books, records, and accounts are located. Spokane shall not be obligated to collate, organize, or analyze the information sought by Medical Lake or by Medical Lake’s consultant.
  - 12.1.2. Spokane’s Access to Medical Lake Records. Upon reasonable prior notice to Medical Lake, Spokane, or any consultant of Spokane, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Medical Lake at the location

where such books, records, and accounts are located. Medical Lake shall not be obligated to collate, organize, or analyze the information sought by Spokane or by Spokane's consultant.

12.2. Notices.

12.2.1. All notices, requests, demands, waivers, consents and other communications required under this Agreement shall be in writing except as provided in Section 7.4.1, and shall be delivered by the following means: (i) by certified mail, return-receipt requested, (ii) by facsimile providing confirmation of completed transmission, or (ii) by such other means as may be approved in writing by the Parties. Service of any such notice, request, demand, waiver, consent, or other communication, shall be deemed to have been duly given and to have become effective upon receipt.

12.2.2. Any and all notices, demands, waivers, consents and other communications shall be forwarded to each of the Parties at the following addresses:

To Spokane: Director, City of Spokane Water Department  
914 N Foothills Dr.  
Spokane, WA 99207  
Telephone: (509) 625-7800  
Facsimile: (509) 625-7816

With a copy to: City Attorney  
Office of the City Attorney  
City of Spokane – City Hall  
808 West Spokane Falls Boulevard  
Spokane, WA 99201  
Telephone: (509) 625-6225  
Facsimile: (509) 625-6277

To Medical Lake: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as may be agreed to in writing by the Parties.



- 12.3. Assignment. Neither this Agreement nor any of the rights, interests or obligations created hereunder may be assigned, sold, or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.
- 12.4. No Third Party Beneficiaries. Nothing in this Agreement is intended to confer upon any person or entity, other than the Parties hereto, any rights, benefits, or obligations. No such third-party shall have any right to enforce any of the provisions of this Agreement. Unless expressly stated otherwise herein.
- 12.5. Medical Lake Water System – No Spokane Responsibility. It is understood that Spokane does not own or have any responsibilities outside of this Agreement whatsoever to maintain Medical Lake's Water System.
- 12.6. Compliance with Local, State, Federal Rule or Regulation. In the event Spokane is required to comply with any local, state, or federal rule or regulation governing its operation of its water rights and said rule or regulation requires the compliance of wholesale water customers of Spokane, Medical Lake agrees to comply.
- 12.7. Waiver. Except as otherwise provided herein or as agreed by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a Party of its rights with respect to a default under this Agreement or with any other matter arising in connection therewith shall not be deemed a waiver with respect to any subsequent default or matter. Either Party may waive any notice or agree to accept a shorter notice than specified by this Agreement. Such waiver of notice or acceptance of shorter notice by a Party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required by this Agreement.
- 12.8. Entire Agreement. All prior negotiations and agreements between the Parties hereto relating to the subject matter hereof are merged into and superseded by this Agreement, and shall constitute the entire agreement between Spokane and Medical Lake concerning the sale of wholesale water to Medical Lake for use as hereinbefore provided. The rights and obligations of the Parties hereunder shall be subject to and shall be governed by this Agreement.
- 12.9. Representations and Warranties. The Parties hereby represent and warrant to one another the following:
- 12.9.1. Each party is duly authorized and validly existing under the laws of, and is authorized to exercise its powers, rights, and privileges and is in good standing in, the State of Washington, and has full power and authority to carry on its business as presently conducted and execute this Agreement and perform the transactions on its part contemplated by this Agreement.

- 12.9.2. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by the appropriate board or council, and no other act or proceeding on the part of any Party is necessary to authorize this Agreement, or the transactions contemplated hereby.
- 12.9.3. The execution, delivery, and performance by each of the Parties of this Agreement does not: (a) contravene any law; or (b) conflict with or result in a breach of or default under any material agreement or instrument to which any Party is a party or by which it is bound.
- 12.9.4. There are no actions, suits, claims, or proceedings pending, or, to the best of each Party's knowledge, threatened against either Party that is likely to impair the consummation or the transactions contemplated hereby.
- 12.9.5. This Agreement, when executed and delivered, will constitute a valid and binding obligation of each Party, and will be enforceable against each such Party in accordance with its terms.
- 12.10. Amendments. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written Amendment to this Agreement signed by the Parties.
- 12.11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). The Parties (i) agree that any lawsuit, judicial action, or proceeding arising out of or relating to this Agreement must be heard in the Superior Court of the State of Washington in and for the County of Spokane, or in the United States District Court for the Eastern District of Washington, (ii) waive any objection to the venue of any such suit, action, or proceeding, and (iii) irrevocably submit to the jurisdiction of any such court in any such lawsuit or judicial action or proceeding.
- 12.12. Reasonable and Good Faith Efforts. Each Party will make all reasonable and good faith efforts to coordinate with the other Party to complete the Medical Lake and Spokane Improvements, to secure the Regulatory Approvals, and accomplish tasks provided for in this Agreement in a timely manner.
- 12.13. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced, all other terms or provisions of the Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereunder is not affected in any manner or materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement

so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereunder are consummated as originally contemplated and to the greatest extent possible.

- 12.14. Rights and Remedies Cumulative. The rights and remedies available under this Agreement or otherwise available shall be cumulative of all other rights and remedies and may be exercised successively.
- 12.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9-25-17

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date first above written.

DATED: \_\_\_\_\_

**CITY OF SPOKANE**

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

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

ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk  
City of Spokane

\_\_\_\_\_  
City Attorney  
City of Spokane

DATED: \_\_\_\_\_

9-25-17

DATED: \_\_\_\_\_

**CITY OF MEDICAL LAKE**

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

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

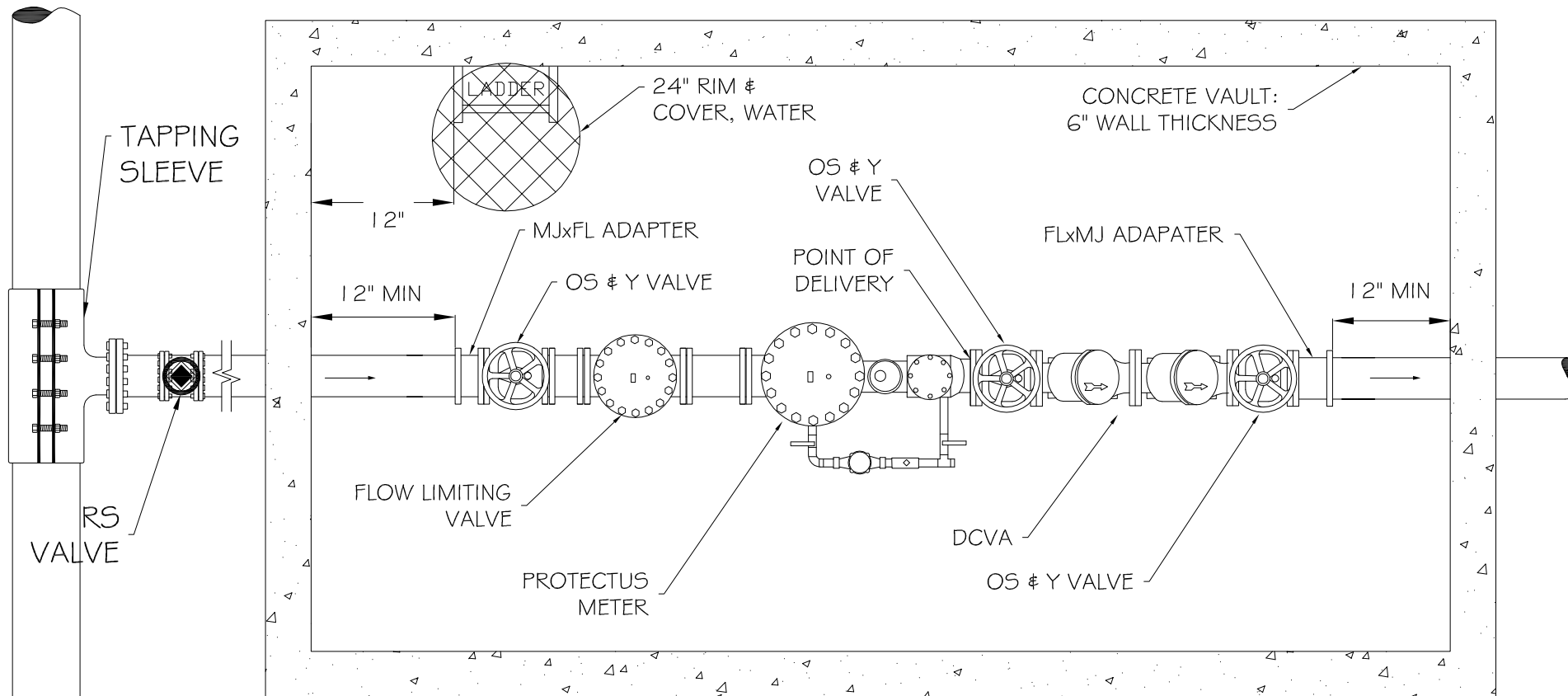
ATTEST:

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
City Clerk  
City of Medical Lake

\_\_\_\_\_  
City Attorney  
City of Medical Lake

DATED: \_\_\_\_\_



NOTES:

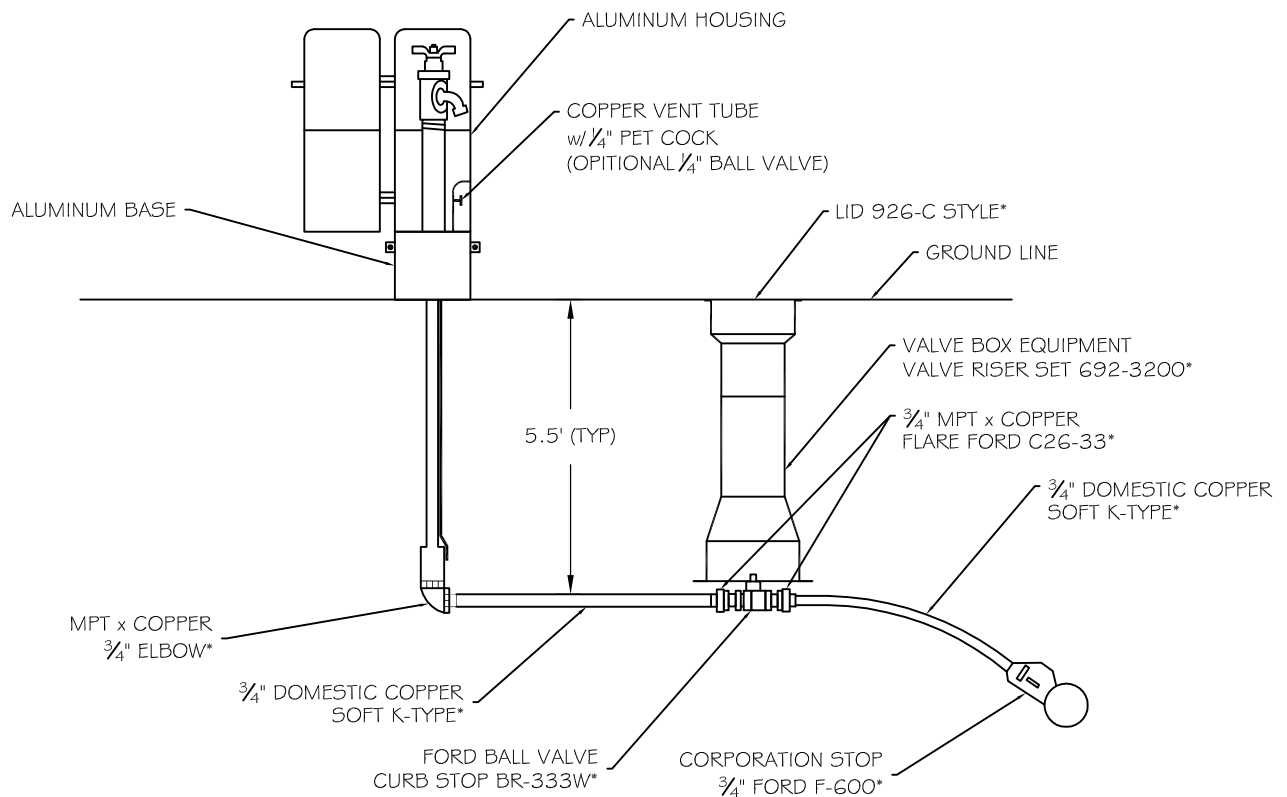
- TRAFFIC RATED LID
- OPEN BOTTOM
- DIMENSIONS BASED ON:  
WATTS 709 DCVA  
NEPTUNE HP PROTECTUS III METER
- EXCAVATION TO BE DONE PER L&I REGULATIONS
- VAULT SIZE DEPENDS ON SIZE OF LINE AND APPLIANCE LENGTHS. CHECK WITH COS WATER DEPARTMENT

ADOPTED: 1/2017  
 REVISED: \_\_\_\_\_  
 SUPERSEDES: \_\_\_\_\_  
 CHECKED BY: TR  
 SCALE: NTS  
 DWG./REV BY: ABM

INTERTIE CONNECTION

WATER DEPARTMENT  
 CITY OF SPOKANE, WASHINGTON

STANDARD  
 PLAN No.



\* BY OTHERS

NOTE:  
LOCATION OF SAMPLING STATION  
WILL BE DETERMINED BY COS WATER  
DEPARTMENT

WATER QUALITY  
SAMPLING STATION



**WATER & HYDRO SERVICES**  
CITY OF SPOKANE, WASHINGTON

DRAWN BY: ABM

DATE: 9/2017

SCALE: NO SCALE