

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, JULY 29, 2019

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

COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS**RECOMMENDATION**

- | | | | |
|----|--|----------------|------------------------------|
| 1. | Value Blanket Renewal with Hitachi Zosen (Norcross, GA) for the purchase of feeder and grate parts for the Waste to Energy plant beginning July 1, 2019—\$250,000 annually.
Chris Averyt | Approve | OPR 2016-0816
RFB 4292-16 |
| 2. | Value Blanket Orders for traffic paint for the Street Department with: | Approve
All | |
| | a. Ennis-Flint (Greensboro, NC) (utilizing WA State Contract #02817). | | OPR 2019-0547 |
| | b. Sherwin-Williams (Atlanta, GA) (utilizing WA State Contract #02817). | | OPR 2019-0548 |
| | c. Ozarc Mat (Greenville, AL) (utilizing WA State Contract #02817). | | OPR 2019-0549 |
| | d. Alpine Products (Auburn, WA) (utilizing Pierce County Contract #SC-104806). | | OPR 2019-0550 |

Total amount spent between vendors: Not to exceed \$95,000 (incl. tax).

Clint Harris

- | | | | |
|----|---|------------------------------------|------------------------------|
| 3. | Contract Amendment 5 with AECOM (Spokane, WA) for CSO Basin 26 Control Facility and Plaza which includes construction engineering support—Increase of \$51,576.
Mark Serbousek | Approve | OPR 2013-0003
ENG 2018088 |
| 4. | Contract with NRC Environmental Service, Inc. (Spokane, WA) to clean and remove sludge from Digester #3 at the Riverside Park Water Reclamation Facility from July 1, 2019, to December 31, 2019—\$113,263.62 (incl. tax).
Mike Cannon | Approve | OPR 2019-0551 |
| 5. | Low Bid of Halme Construction (Spokane, WA) for South Gorge Trail Phase I—\$1,536,673.90 (plus tax). An administrative reserve of \$153,667.39, which is 10% of the contract price will be set aside. (Peaceful Valley Neighborhood)
Dan Buller | Approve | OPR 2019-0552
ENG 2016059 |
| 6. | Contract Amendment / Extension #2 with MurraySmith, Inc. for Central Avenue Well #2 site—Increase of \$15,000. Total contract cost: \$80,500.
Dan Buller | Approve | PRO 2017-0018
ENG 2016133 |
| 7. | Amendment to Interlocal Agreement with Northeast Public Development Authority to include Section 8 Financial Relationship—\$233,000.
Teri Stripes | Approve | OPR 2013-0132 |
| 8. | Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2019-0002 |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2019, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | | |
| | b. Payroll claims of previously approved obligations through_____, 2019: \$_____. | | CPR 2019-0003 |
| 9. | City Council Meeting Minutes: _____, 2019. | Approve
All | CPR 2019-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35800 amending Ordinance No. C35703 passed by the City Council December 10, 2018, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

Street Fund

FROM: IF Other General Government Services, \$40,501;

TO: Various Accounts, same amount.

(This action budgets for a Bridge Maintainer II to complete small area concrete work due to the increased costs of contracting this work out.)

Clint Harris

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2019-0053 Seeking to reorient toward community policing in downtown Spokane. (Deferred from July 22, 2019.)
Council Member Kinneer
- RES 2019-0055 Declaring Huber Technology, Inc. a sole source provider and authorizing the purchase of SE EscaMax Fine Screen and HydroPress Washer Compactor Parts and Service for \$1,102,000 without public bidding for a period of five years.
Mike Cannon
- ORD C35798 Vacating a portion of "E" Street, and vacating portions of Rockwell Avenue, LaCrosse Avenue, Walton Avenue and Lacey Street, in the City of Spokane. (Amends Ordinance C15326)
Eldon Brown
- ORD C35670 Vacating the alley between Sprague Avenue and First Avenue between Lee Street and Stone Street, as requested by Vanessa Behan Crises Center. (First Reading held August 13, 2018)
Eldon Brown

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

- ORD C35797 Relating to multiple-family housing property tax exemption; amending SMC Section 8.15.020.
Teri Stripes
- ORD C35801 Relating to the Police Department Records imprest fund; amending SMC 7.03.153 Police (increase from \$2,000 to \$3,000).
Eric Olsen

FURTHER ACTION DEFERRED

NO SPECIAL CONSIDERATIONS

NO HEARINGS

Motion to Approve Advance Agenda for July 29, 2019
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

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

ADJOURNMENT

The July 29, 2019, Regular Legislative Session of the City Council is adjourned to August 12, 2019.

Note: The regularly scheduled City Council meeting for Monday, August 5, 2019, has been canceled.

NOTES

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

07/29/2019

<u>Date Rec'd</u>	7/15/2019
<u>Clerk's File #</u>	OPR 2016-0816
<u>Renews #</u>	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHRIS AVERYT 625-6540	Project #	
Contact E-Mail	CAVERYT@SPOKANECITY.ORG	Bid #	RFB 4292-16
Agenda Item Type	Purchase w/o Contract	Requisition #	VB-300791
Agenda Item Name	4490-PURCHASE OF FEEDER AND GRATE PARTS VB RENEWAL AT THE WTE		

Agenda Wording

Renewal of the value blanket for the purchase of feeder and grate parts for the WTE from Hitachi Zosen of Norcross, GA, for an total additional cost of \$250,000.00 from November 1, 2019 thru Oct. 31, 2018.

Summary (Background)

In September of 2016 Hitachi Zosen was the low cost bidder to RFB #4292-16 and was awarded a value blanket for feeder and grate parts at the WTE. The initial Value Blanket was issued from November 1, 2016 to October 31, 2018 for a total cost of \$700,315.40, and had the option of three-one-year renewals. The first renewal from November 1, 2018 through October 31, 2019 was exercised for \$250,000.00. This will be the second of those renewals.

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

Expense	\$ \$250,000.00	# 4490-44100-37148-53210-34002
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	PSCH 7/1
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	
<u>Finance</u>	ALBIN-MOORE, ANGELA	Distribution List	
<u>Legal</u>	ODLE, MARI	mdorgan@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	jsalstrom@spokanecity.org	
<u>Additional Approvals</u>		tprince@spokanecity.org	
<u>Purchasing</u>	PRINCE, THEA	rrinderle@spokanecity.org	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Typically, in order to have the required parts on site for the fall outage, they need to be ordered in the early summer. In order to accomplish this, the start date for second optional renewal needs to be moved in from November 1, 2019 to July 1, 2019 and an additional \$250,000.00 for the year will need added to the value blanket.

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

Distribution List

Briefing Paper

Public Safety & Community Health Committee Meeting

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket Renewal for the Purchase of Feeder and Grate Parts at the Waste to Energy Facility.
Date:	July 1, 2019
Contact (email & phone):	Chris Averyt, caveryt@spokanecity.org , 625-6540
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	Public Safety & Community Health Committee Meeting/ Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Sustainable Resources – Reliable operations supports good customer service; Innovative infrastructure – Sustaining our core principals
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of an early renewal to the Hitachi Zosen Value Blanket.

Background/History:

In September of 2016 Hitachi Zosen was the low cost bidder to RFB #4292-16 and was awarded a value blanket for Feeder and Grate parts at the WTE. The initial Value Blanket was issued from November 1, 2016 to October 31, 2018 for a total cost of \$700,315.40, and had the option of three-one-year renewals. The first renewal from November 1, 2018 through October 31, 2019 was exercised for \$250,000.00.

Typically, in order to have the required parts on site for the fall outage, they need to be ordered in the early summer. In order to accomplish this, the start date for second optional renewal needs to be moved in from November 1, 2019 to July 1, 2019 and an additional \$250,000.00 for the year will need added to the value blanket.

Executive Summary:

- Renewal #2 of 3 to the value blanket with Hitachi Zosen for feeder and grate parts at the WTE for an additional cost of \$250,000.00.
- Original value blanket from Nov. 1, 2016 thru Oct. 31, 2018 for \$700,315.40.
- First renewal from Nov. 1, 2018 to Oct. 31, 2019 for \$250,000.00.
- Renewal date will need to be moved up to July 1, 2019 so that parts needed for the fall outage can arrive in time for the work to be done in October.

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:

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

07/29/2019

<u>Date Rec'd</u>	7/17/2019
<u>Clerk's File #</u>	OPR 2019-0547
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	WA STATE CONTRACT #02817
<u>Requisition #</u>	VB

<u>Submitting Dept</u>	STREETS
<u>Contact Name/Phone</u>	CLINT HARRIS 625-7744
<u>Contact E-Mail</u>	CEHARRIS@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Purchase w/o Contract
<u>Agenda Item Name</u>	1100 - STREET DEPT ANNUAL PURCHASE OF TRAFFIC PAINT #1

Agenda Wording

Approve annual Value Blanket Order with Ennis-Flint (Greensboro, NC) for traffic paint. Due to supply issues in 2010-2011, the City is sourcing paint from multiple vendors and the total spend between vendors is not to exceed \$95,000.00 including tax.

Summary (Background)

The Signs and Markers Section maintains over 3.2 million linear feet of lane striping, 807 crosswalks, 751 stop bars and 708 roadway stencils, in paint, each year. The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Expense \$ 95,000.00		# various
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 7/15/19
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	DALTON, PAT	tprince
<u>For the Mayor</u>	ORMSBY, MICHAEL	meveland
<u>Additional Approvals</u>		
<u>Purchasing</u>	PRINCE, THEA	

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Street Department
Subject:	Approval of a 1-year Value Blanket Order for Traffic Paint, using Washington State Contract (#02817), Spokane County Contract (P10162), or Pierce County contract (SC-104806), not to exceed \$95,000.00 annually.
Date:	
Contact (email & phone):	Clint Harris (ceharris@spokanecity.org X7744)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Strategic Plan
Strategic Initiative:	
Deadline:	Current Value Blanket expires July 23 rd , 2019.
Outcome: (deliverables, delivery duties, milestones to meet)	Maintain infrastructure.

Background/History: Due to supply issues in 2010-2011, the City is sourcing paint from multiple vendors.

Working with the Purchasing Department, the Street Department will use the approved Washington State contract (#02817) or Pierce County contract (SC-104806) via Interlocal Agreement OPR #1995-0065, for purchasing traffic paint.

The Washington State contract was awarded to Ennis-Flint, Sherwin Williams and Ozark Materials. The current contract ends February 29th, 2024.

The Pierce County contract was awarded to Alpine Products Inc., Auburn, WA (manufactured by Ennis-Flint). The original contract expired March 13, 2018, with up to four one-year extensions. This would be the second extension.

Executive Summary:

- The Signs and Markers Section maintains over 3.2 million linear feet of lane striping, 807 crosswalks, 751 stop bars and 708 roadway stencils, in paint, each year. The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

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:

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

07/29/2019

<u>Date Rec'd</u>	7/17/2019
<u>Clerk's File #</u>	OPR 2019-0548
<u>Renews #</u>	

Submitting Dept	STREETS	Cross Ref #	
Contact Name/Phone	CLINT HARRIS 625-7744	Project #	
Contact E-Mail	CEHARRIS@SPOKANECITY.ORG	Bid #	WA STATE
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	1100 - STREET DEPT ANNUAL PURCHASE OF TRAFFIC PAINT #2		

Agenda Wording

Approve annual Value Blanket Order with Sherwin-Williams(Atlanta, GA)for traffic paint. Due to supply issues in 2010-2011,the City is sourcing paint from multiple vendors and the total spend between vendors is not to exceed \$95,000.00 including tax.

Summary (Background)

The Signs and Markers Section maintains over 3.2 million linear feet of lane striping, 807 crosswalks, 751 stop bars and 708 roadway stencils, in paint, each year. The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

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

Expense	\$ 95,000.00	# various
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Select	\$	#
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Select	\$	#
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Select	\$	#
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Approvals	Council Notifications
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<u>Dept Head</u>	HARRIS, CLINT E.	<u>Study Session</u>	
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<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 7/15/19
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<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
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<u>Legal</u>	DALTON, PAT	tprince	
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<u>For the Mayor</u>	ORMSBY, MICHAEL	meveland	
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Additional Approvals	
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<u>Purchasing</u>	PRINCE, THEA	
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Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Street Department
Subject:	Approval of a 1-year Value Blanket Order for Traffic Paint, using Washington State Contract (#02817), Spokane County Contract (P10162), or Pierce County contract (SC-104806), not to exceed \$95,000.00 annually.
Date:	
Contact (email & phone):	Clint Harris (ceharris@spokanecity.org X7744)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Strategic Plan
Strategic Initiative:	
Deadline:	Current Value Blanket expires July 23 rd , 2019.
Outcome: (deliverables, delivery duties, milestones to meet)	Maintain infrastructure.

Background/History: Due to supply issues in 2010-2011, the City is sourcing paint from multiple vendors.

Working with the Purchasing Department, the Street Department will use the approved Washington State contract (#02817) or Pierce County contract (SC-104806) via Interlocal Agreement OPR #1995-0065, for purchasing traffic paint.

The Washington State contract was awarded to Ennis-Flint, Sherwin Williams and Ozark Materials. The current contract ends February 29th, 2024.

The Pierce County contract was awarded to Alpine Products Inc., Auburn, WA (manufactured by Ennis-Flint). The original contract expired March 13, 2018, with up to four one-year extensions. This would be the second extension.

Executive Summary:

- The Signs and Markers Section maintains over 3.2 million linear feet of lane striping, 807 crosswalks, 751 stop bars and 708 roadway stencils, in paint, each year. The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

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:

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

07/29/2019

Date Rec'd

7/17/2019

Clerk's File #

OPR 2019-0549

Renews #Submitting Dept

STREETS

Cross Ref #Contact Name/Phone

CLINT HARRIS 625-7744

Project #Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Bid #WA STATE
CONTRACT
#02817Agenda Item Type

Purchase w/o Contract

Requisition #

VB

Agenda Item Name

1100 - STREET DEPT ANNUAL PURCHASE OF TRAFFIC PAINT #3

Agenda Wording

Approve annual Value Blanket Order with Ozarc Mat. (Greenville, AL) for traffic paint. Due to supply issues in 2010-2011, the City is sourcing paint from multiple vendors and the total spend between vendors is not to exceed \$95,000.00 including tax.

Summary (Background)

The Signs and Markers Section maintains over 3.2 million linear feet of lane striping, 807 crosswalks, 751 stop bars and 708 roadway stencils, in paint, each year. The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 95,000.00

various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HARRIS, CLINT E.

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

PIES 7/15/19

Finance

ORLOB, KIMBERLY

Distribution ListLegal

DALTON, PAT

tprince

For the Mayor

ORMSBY, MICHAEL

meveland

Additional ApprovalsPurchasing

PRINCE, THEA

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Street Department
Subject:	Approval of a 1-year Value Blanket Order for Traffic Paint, using Washington State Contract (#02817), Spokane County Contract (P10162), or Pierce County contract (SC-104806), not to exceed \$95,000.00 annually.
Date:	
Contact (email & phone):	Clint Harris (ceharris@spokanecity.org X7744)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Strategic Plan
Strategic Initiative:	
Deadline:	Current Value Blanket expires July 23 rd , 2019.
Outcome: (deliverables, delivery duties, milestones to meet)	Maintain infrastructure.

Background/History: Due to supply issues in 2010-2011, the City is sourcing paint from multiple vendors.

Working with the Purchasing Department, the Street Department will use the approved Washington State contract (#02817) or Pierce County contract (SC-104806) via Interlocal Agreement OPR #1995-0065, for purchasing traffic paint.

The Washington State contract was awarded to Ennis-Flint, Sherwin Williams and Ozark Materials. The current contract ends February 29th, 2024.

The Pierce County contract was awarded to Alpine Products Inc., Auburn, WA (manufactured by Ennis-Flint). The original contract expired March 13, 2018, with up to four one-year extensions. This would be the second extension.

Executive Summary:

- The Signs and Markers Section maintains over 3.2 million linear feet of lane striping, 807 crosswalks, 751 stop bars and 708 roadway stencils, in paint, each year. The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

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:

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

07/29/2019

Date Rec'd

7/17/2019

Clerk's File #

OPR 2019-0550

Renews #Submitting Dept

STREETS

Cross Ref #Contact Name/Phone

CLINT HARRIS 625-7744

Project #Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Bid #PIERCE COUNTY
CONTRACT #SC-
104806Agenda Item Type

Purchase w/o Contract

Requisition #

VB

Agenda Item Name

1100 - STREET DEPT ANNUAL PURCHASE OF TRAFFIC PAINT #4

Agenda Wording

Approve annual Value Blanket Order with Alpine Products (Auburn, WA) for traffic paint. Due to supply issues in 2010-2011, the City is sourcing paint from multiple vendors and the total spend between vendors is not to exceed \$95,000.00 including tax

Summary (Background)

The Signs and Markers Section maintains over 3.2 million linear feet of lane striping, 807 crosswalks, 751 stop bars and 708 roadway stencils, in paint, each year. The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 95,000.00

Various

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HARRIS, CLINT E.

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

PIES 7/15/19

Finance

ORLOB, KIMBERLY

Distribution ListLegal

ODLE, MARI

tprince

For the Mayor

ORMSBY, MICHAEL

meveland

Additional ApprovalsPurchasing

WAHL, CONNIE

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Street Department
Subject:	Approval of a 1-year Value Blanket Order for Traffic Paint, using Washington State Contract (#02817), Spokane County Contract (P10162), or Pierce County contract (SC-104806), not to exceed \$95,000.00 annually.
Date:	
Contact (email & phone):	Clint Harris (ceharris@spokanecity.org X7744)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Strategic Plan
Strategic Initiative:	
Deadline:	Current Value Blanket expires July 23 rd , 2019.
Outcome: (deliverables, delivery duties, milestones to meet)	Maintain infrastructure.

Background/History: Due to supply issues in 2010-2011, the City is sourcing paint from multiple vendors.

Working with the Purchasing Department, the Street Department will use the approved Washington State contract (#02817) or Pierce County contract (SC-104806) via Interlocal Agreement OPR #1995-0065, for purchasing traffic paint.

The Washington State contract was awarded to Ennis-Flint, Sherwin Williams and Ozark Materials. The current contract ends February 29th, 2024.

The Pierce County contract was awarded to Alpine Products Inc., Auburn, WA (manufactured by Ennis-Flint). The original contract expired March 13, 2018, with up to four one-year extensions. This would be the second extension.

Executive Summary:

- The Signs and Markers Section maintains over 3.2 million linear feet of lane striping, 807 crosswalks, 751 stop bars and 708 roadway stencils, in paint, each year. The installation and maintenance of lane lines, marked crossings and other pavement markings is part of Street Department's annual tasks. Roadway markings provide important information to all roadway users, increasing safety and the efficient movement of the traveling public.

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:

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

07/29/2019

<u>Date Rec'd</u>	6/20/2019
<u>Clerk's File #</u>	OPR 2013-0003
<u>Renews #</u>	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	MARK 625-6154	Project #	2010088
Contact E-Mail	MSERBOUSEK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 20668
Agenda Item Name	0370 - CONTRACT AMENDMENT NO. 5 - AECOM		

Agenda Wording

Contract Amendment No. 5 with AECOM for CSO Basin 26 Control Facility and Plaza which includes construction engineering support and increases the contract amount by \$51,576.00.

Summary (Background)

AECOM Amendment No. 4 in August of 2018 had enough funds to continue construction support services through the majority of the construction process. Additional construction support services are now needed to provide continued support through the end of construction in the amount of \$51,576.00. The estimate is based on time and materials. Construction is scheduled to be complete in late 2019.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 51,576.00	# 4250 43416 94350 56501 10026	
Select \$	#	
Select \$	#	
Select \$	#	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PIES 7/22/19
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
Additional Approvals		mserbousek@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	htrautman@spokanecity.org
		aduffey@spokanecity.org

Briefing Paper

Public Infrastructure, Environment and Sustainability Committee

Division & Department:	Engineering Services; Public Works
Subject:	Approve funding for CSO 26 Construction Management Support
Date:	7/22/2019
Contact (email & phone):	Kyle Twohig (ktwohig@spoknecity.org) 625-6152
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street/utility plan and the CSO Reduction Program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	This budget will provide for consulting engineering services from the design company (AECOM) for construction support during project construction.
Background/History: There were remaining funds available in the design contract to pay for design consultant construction engineering support through June 2019. Additional funds are needed for continued construction activities through the end of December 2019.	
Executive Summary: <ul style="list-style-type: none"> The CSO 26 Control Facility project has been under construction since February 2017 and will be completed by the end of 2019. Initial utility relocates are complete, most of the large pipe has been installed, shoring and excavation ongoing in Lincoln St. while surface finishes are being completed and installed for the plaza above the tank. This project is funded by a DOE loan and Green Bonds. Estimated cost of these engineering services are \$52,000. This is an estimate with payment made on a time and materials basis. This is a request to amend the contract to add \$52,000 and extend the contract through the end of December 2019. 	
Budget Impact: 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.)	
Operations Impact: 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:	



City of Spokane
CONTRACT AMENDMENT 5
CSO Basins 26 Control Facility

This Contract Amendment including additional compensation is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **AECOM TECHNICAL SERVICES, INC.**, whose address is 528 East Spokane Falls Boulevard, Suite 503, Spokane, Washington, 99202 as ("**CONSULTANT**").

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City DESIGN SERVICES FOR CSO BASINS 26 AND 34-1 AND ASSOCIATED COMPONENTS; MODELING OF FIVE (5) TANKS FOR CSO BASINS 20 AND 24; AND ADMINISTRATION, PLANNING, DESIGN, CONSTRUCTION PHASE SUPPORT AND CONSULTING; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated January 21, 2013, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE TERM.

This Contract Amendment shall become effective on June 1, 2019, and shall run through December 31, 2019.

3. ADDITIONAL WORK.

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

PROVIDE ADDITIONAL PROFESSIONAL CONSTRUCTION SUPPORT SERVICES RELATED TO THE SPOKANE FALLS COMBINED SEWER OVERFLOW (CSO) 26 CONTROL FACILITY – WHICH IS BEING DELIVERED UNDER THE GC/CM ALTERNATIVE PUBLIC WORKS PROCESS (RCW 39.10)

4. COMPENSATION.

The City shall pay an additional amount not to exceed **FIFTY-ONE THOUSAND FIVE HUNDRED SEVENTY-SIX AND 00/100 DOLLARS (\$51,576.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be

exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

AECOM TECHNICAL SERVICES, INC.

CITY OF SPOKANE

By _____
Signature Date

Sujan Punyamurthula
Type or Print Name

Senior Vice President
Title

Sujan.punyamurthula@aecom.com
E-Mail Address

601-706-718 / T11055811BUS
UBI No. City Business License

Attest:

City Clerk Date

By _____
Signature Date

David A. Condon
Type or Print Name

Mayor
Title

Approved as to form:

Assistant City Attorney Date

Attachments that are part of this Agreement:

Amended Scope of Work document

18-fip



June 18, 2019

Mr. Mark Serbousek
City of Spokane
1225 E. Marietta Avenue
Spokane, WA 99272751

**Subject: Spokane Falls CSO Basin 26 Control Facility
Proposal for Professional Construction Support Services – Addendum No. 3
City Project No. 2010088**

Dear Andrew:

AECOM Technical Services, Inc. ("AECOM") is pleased to provide the City of Spokane ("Owner") this Addendum No. 3 to Contract Design Change Order #6 (City Clerk's Number: OPR 2013-003, Engineering Services Project Number: 2010088), dated May 31, 2017, for additional professional construction support services related to the Spokane Falls Combined Sewer Overflow (CSO) 26 Control Facility located in Spokane, Washington.

SCOPE OF WORK

Task 1. Civil Engineering Construction Services

AECOM will continue to assist the Owner and perform the following services:

- A. Construction material submittal documentation, review and recommendations for the Civil Engineering components of the Project. AECOM has budgeted an additional 16 hours of effort for submittal review.
- B. Respond to request for information (RFI) and work change order (CO) requests. AECOM has budgeted an additional 56 hours of effort for RFI and CO response.
- C. Coordination & Project Management
 - 1. Project Administration consisting of processing of invoices, assessing contract progress and facilitate internal project meetings.
 - 2. Project Coordination. Include project team coordination between civil (storage and conveyance) and structural disciplines.
 - 3. AECOM QA/QC coordination on all deliverables including submittal review and RFI responses.

AECOM has budgeted an additional 64 hours of effort for Coordination and Project Management efforts.

Task 2. Structural Engineering (Permanent Shoring/Retaining Wall) Construction Services

AECOM assumes Task 2 is complete and no further effort has been budgeted. All shoring and/or retaining wall services will be performed under Task 3.

Task 3. Structural Engineering Construction Services

AECOM will continue to assist the Owner and perform the following services:


- A. Construction material submittal documentation, review and recommendations for the Structural Engineering components of the Project. AECOM has budgeted an additional 40 hours of effort for submittal review.
- B. Respond to request for information (RFI) and work change order (CO) requests. AECOM has budgeted an additional 96 hours of effort for RFI and CO response.

All deliverables and/or assumptions shall be per the initial Contract Design Change Order #6, dated May 31, 2017.

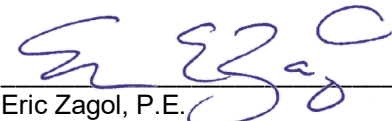
PROPOSED ADDENDUM FEE

Task	Description	Project Manager/Civil Engineer (Guinn)	Structural Engineer (Ge)	Cost
		\$207	\$172	
1	Civil Engineering			
	Submittal Review	16		\$3,320
	RFI's	56		\$11,619
	Coordination & Project Management	64		\$13,279
2	Structural Engineering (Permanent Shoring/Retaining Wall)			
	Submittal Review			\$0
	RFI's			\$0
3	Structural Engineering			
	Submittal Review		40	\$6,870
	Structural Observation			\$0
	RFI's		96	\$16,488
Totals:		136	136	\$51,576

Thank you for the opportunity to provide you with this addendum and should you have any further questions or comments, please do not hesitate to contact Thomas Guinn at 775-722-5095 (tom.guinn@aecom.com).



Thomas Guinn, P.E.
Project Manager



Eric Zagol, P.E.
Vice President

City Representative _____ Date _____

*Changes in scope, additional hours of effort or extra work requested by the City shall be initiated by written order as provided within this contract. In response to the request, AECOM will develop scope and budget impact (Proposal) for submission to the City for their review and approval. Upon approval AECOM will amend scope and budget to include the work. Costs associated with the development of the Proposal shall be considered extra work and subject to equitable compensation regardless of whether the City elects to proceed with the associated work. **No additional work will be performed until an amendment to the master contract is executed and received by AECOM.***

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

07/29/2019

<u>Date Rec'd</u>	7/9/2019
<u>Clerk's File #</u>	OPR 2019-0551
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	CR 20705
<u>Agenda Item Name</u>	4320 - CONTRACT WITH NRC ENVIRONMENTAL FOR DIGESTER #3 CLEANING

Agenda Wording

Council approval to award contract with NRC Environmental Service, Inc. who is the 2nd and only responsive bidder who met our requirements to clean and remove sludge from Digester 3. Big Sky was previously awarded the contract, but withdrew their bid

Summary (Background)

Three quotes were requested (NRC, Big Sky Industrial and Flow Hawk). NRC and Big Sky are the only two registered with MRSC.org. The lowest quote was Big Sky Industrial who was previously awarded the contract, but withdrew their bid due to their unspecified quote. In order to continue without interruption, or significant cost to the City, the digester needs to have sludge removed and cleaned, so that we don't lose redundancy.

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

Expense	\$ 113,263.62	# 4320.43230.35148.54802.14329
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Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

Select	\$	#
--------	----	---

Approvals**Council Notifications**

<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 7/22/19
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	hbarnhart@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	kkeck@spokanecity.org	
<u>Additional Approvals</u>		mhughes@spokanecity.org	
<u>Purchasing</u>		cwahl@spokanecity.org	
		Tax & Licenses	
		Mcannon@spokanecity.org	

Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works – Riverside Park Water Reclamation Facility
Subject:	Contract for Sludge Removal in Digester #3
Date:	July 22 nd , 2019
Contact (email & phone):	Michael Cannon, Assistant Plant Manager, 625-4642 mcannon@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	July 1 st , 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to award contract to NRC Environmental Service, Inc. for Digester #3 sludge removal and cleaning.
<p><u>Background/History:</u> The process leaves grit residue, which over time settles and requires us to clean it. If we don't clean it, it will fill with grit and we will be unable to use the digester.</p> <p>Two firms (NRC and Big Sky Industrial) submitted quotes for the cleaning of digester #3. These two firms are the only two registered with MRSC.org. The contract was previously awarded to Big Sky Industrial, who was the lowest price; however, Big Sky determined they were unable to complete the project at the contracted price. NRC was the next lowest price and the only other firm that bid. The total cost of this contract, is \$104,007.00 plus applicable sales tax.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <u>Impact</u> – In order to continue without interruption or significant cost, the digester needs to have sludge removed and cleaned so that we don't lose digester redundancy. In addition if cleaning is delayed, it will hold up our pending expansion joint project. <u>Action</u> – RPWRF is seeking Council approval to award NRC Environmental Service, Inc. the contract to clean digester #3. <u>Funding</u> – Funding for this purchase is provided in the Wastewater Management budget and revenue is derived from sewer rates. 	
<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> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



City of Spokane

PUBLIC WORKS CONTRACT

Title: RPWRF – DIGESTER #3 CLEANING

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **NRC ENVIRONMENTAL SERVICE, INC.**, whose address is 21 North Julia Street, Spokane, Washington, 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is to **PROVIDE CLEANING WITH REMOVAL OF SLUDGE IN DIGESTER #3 AT RPWRF**; and*

WHEREAS, the Contractor was selected through a Request for Quotes from the MRSC Roster – only two quotes were received and the winning bidder backed out due to unspecified quote.

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

1. TERM OF CONTRACT.

This Contract shall begin on July 1, 2019 and ends on December 31, 2019 unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in Contractor's Revised Proposal dated July 1, 2019, Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. 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 in the specifications entitled **PROVIDE CLEANING WITH REMOVAL OF SLUDGE IN DIGESTER #3 AT RPWRF**.

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

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED FOUR THOUSAND SEVEN AND NO/100 DOLLARS (\$104,007.00)**, not including applicable taxes, 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. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **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. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

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. 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.

8. 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.

9. 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.

10. 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.

11. DEBARMENT AND SUSPENSION.

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

12. INDEMNIFICATION.

The Contractor shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Contractor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Contractor to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Contractor's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Contractor, its agents or employees. The Contractor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless 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 Washington 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 indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

13. 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 \$1,500,000, 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 thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor 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 Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

14. 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).

15. 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.

16. 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.

17. 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.

18. 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.

19. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this 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.

20. 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.

21. 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.

22. 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.

EXHIBIT A

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this exhibit, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. The undersigned may contact the City for assistance in obtaining a copy of these regulations.
 5. I understand that a false statement of this certification may be grounds for termination of the contract.

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



July 1, 2019

Mr. John Jones
City of Spokane
4401 N Aubrey L White Pkwy
Spokane, WA 99205

**Re: Proposal for Digester Sludge Removal - Revised
Municipal Wastewater Treatment Plant
Spokane, Washington**

Dear Mr. Jones:

NRC Environmental Services, Inc. (NRC) is pleased to present the following Revised proposal to the City of Spokane. This proposal is based on the information that was provided on our site visit on April 11, 2019.

SCOPE OF WORK

NRC proposes to provide all necessary labor, equipment and materials to perform the following tasks:

- Provide a site-specific Health and Safety Plan;
- Mobilize an Industrial Vacuum Truck to the site with necessary personnel and support materials to remove an estimated 172,000 gallons of sludge material from digester structure;
- Conduct confined space operations, as necessary, following all NRC standard procedures and safety protocols;
- Off-load recovered material (sludge) from vacuum truck on site and in designated location; and
- Demobilize all personnel, equipment and remaining materials from the project site at the conclusion of the work.

ASSUMPTIONS

NRC assumes that the following conditions will prevail during the performance of the work:

- Adequate access and workspace exists in all work locations for project equipment;
- NRC will have access to all required work locations with a minimum of standby due to other facility operations;
- The weather conditions will not be such as to prevent the efficient performance of the work;
- Water will be available on-site with adequate flow and pressure to aid the removal of the sludge from the digester;
- NRC will be able to discharge sludge from the vacuum truck back into facility system at a rate of up to 6,000 gallons per day; and
- All disposal of wastes recovered from the digester will be on-site.

SCHEDULE

Based on the information provided, NRC estimates that this project can be completed in 32-37 days on-site. The range in estimated work days is a result of not knowing exactly how much water will need to be utilized and added to the sludge during the removal process. Since the daily volume of waste that can be discharged into on-site systems is limited, the volume of water added to the process will determine how much actual sludge can be removed daily. Therefore, it is very difficult to estimate a completion date for the work. NRC will bill only for the work actually required to complete the project.

ESTIMATED BUDGET

The following cost estimate is based on the Scope of Work described above. NRC proposes the following:

Daily Crew Rate	\$2,811.00 per day
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Estimated Project Total	37 days @ \$2,811.00	\$104,007.00
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Note: The pricing shown above does not include any sales or use taxes, if applicable.



The cost estimates in this proposal are based on representative hourly rates for various personnel classifications and anticipated project expenses. Our invoice(s) will reflect actual charges based on the appropriate schedules and may differ from the cost estimate in this proposal.

Should you authorize this work, NRC will invoice customer directly on a time-and-materials basis in accordance with this cost estimate. Should unforeseen circumstances materialize and require further work, NRC will contact you prior to further efforts. Any and all changes to the Scope of Work and Cost Estimate outlined above will be documented in writing prior to commencement of additional work. Any changes to our agreement must be in writing and mutually agreed upon.

NRC Environmental Services, Inc., appreciates the opportunity to provide this revised proposal to the City of Spokane. Should you have any questions or if we can provide further information, please contact me at (509) 993-1286.

Sincerely,

NRC Environmental Services, Inc.

Jeff Bentz
Operations Supervisor – Spokane Division

- 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 or 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.

NRC ENVIRONMENTAL SERVICE, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Contractor's Revised Proposal dated July 1, 2019

Exhibit B – Certification Regarding Debarment

U2019-148

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

07/29/2019

<u>Date Rec'd</u>	7/16/2019
<u>Clerk's File #</u>	OPR 2019-0552
<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>	2016059
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Contract Item	<u>Requisition #</u>	CR 20713
<u>Agenda Item Name</u>	0370 – LOW BID AWARD – HALME CONSTRUCTION, INC.		

Agenda Wording

Low Bid of Halme Construction, Inc. (Spokane, WA) for South Gorge Trail Phase 1 - \$1,536,673.90 plus tax. An administrative reserve of \$153,667.40 plus tax, which is 10% of the contract, will be set aside. (Peaceful Valley Neighborhood Council)

Summary (Background)

On July 15, 2019 bids were opened for the above project. The low bid was from Halme Construction, Inc. in the amount of \$1,536,673.90, which is \$340,621.10 or 18.28% under the Engineer's Estimate; six other bids were received as follows: Red Diamond Construction, Inc. - \$1,561,214.05; L&L Cargile, Inc. - \$1,567,863.50; NNAC, Inc. - \$1,633,520.00; DW Excavating, Inc. - \$1,741,936.50; LaRiviere, Inc. - \$1,998,873.00

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 198,247.34	# 4250 42300 94340 56501 86017	
Expense \$ 588,885.14	# 3200 95136 95300 56501 21996	
Expense \$ 174,838.76	# 4250 43354 94310 56501 86017	
Expense \$ 609,039.00	# 3200 95136 95300 56501 99999	
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session</u>
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u> PSCH 07/08/2019
<u>Finance</u>	ORLOB, KIMBERLY	Distribution List
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>	WAHL, CONNIE	htrautman@spokanecity.org
		aduffey@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

Fiscal Impact

Expense \$ 2,075.41

Expense \$ 130,753.29

Budget Account

3200 95136 95300 56501 99999

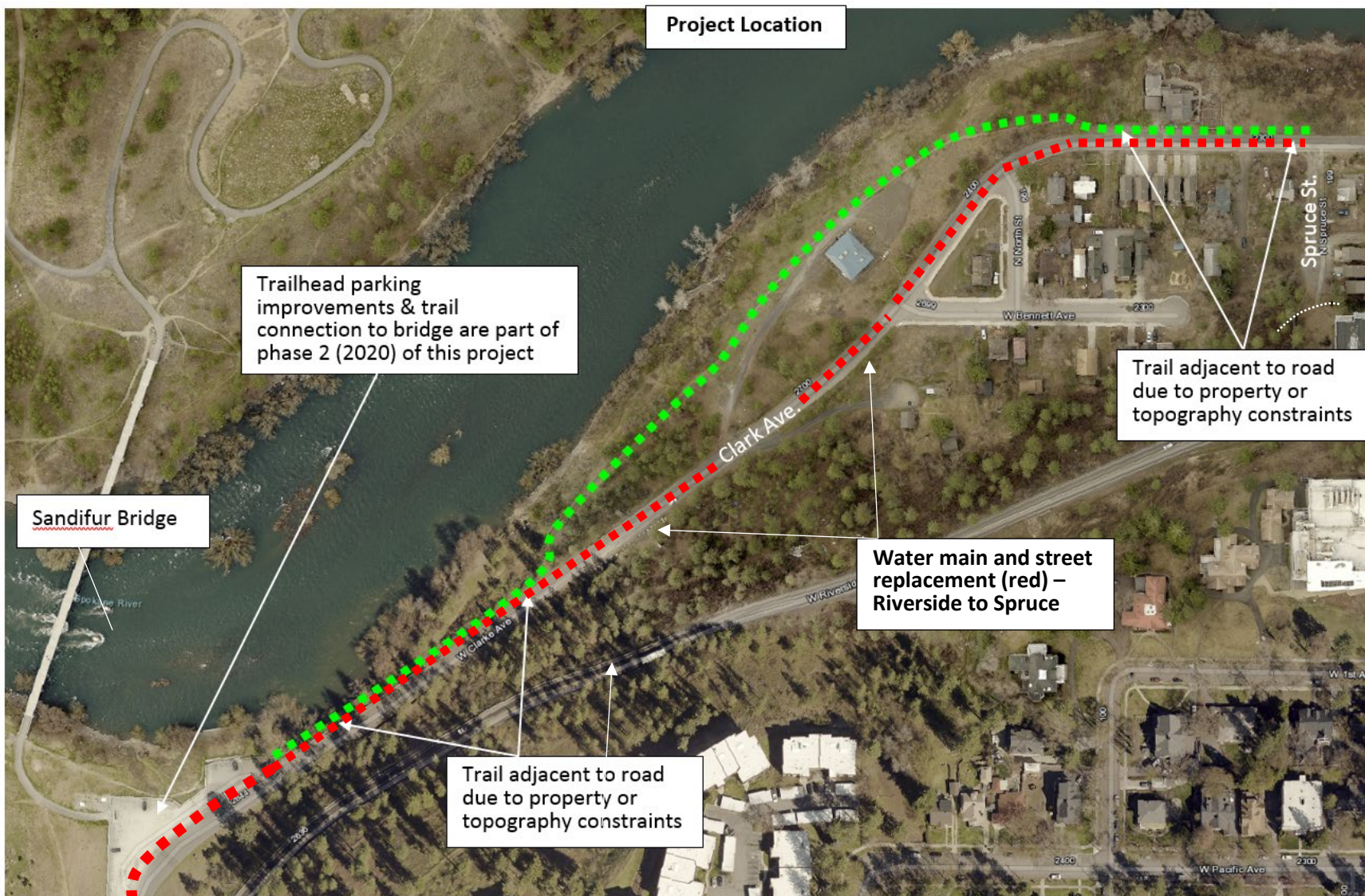
4250 43387 94350 56501 86017

Distribution List

Briefing Paper Public Safety

Division & Department:	Engineering Services; Public Works
Subject:	South Gorge Trail Phase 1
Date:	July 8, 2019
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org , 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
Background/History: <ul style="list-style-type: none"> This project fills another gap in the South Gorge Trail and Centennial Trail loop as shown in the attached exhibits. It also replaces an old water line and repaves Clarke Avenue along the entire project alignment. 	
Executive Summary: <ul style="list-style-type: none"> This project is the first phase in a two phase project as shown on the attached exhibits. The proposed trail is mostly separated from the road. Where required by right-of-way or topography constraints, the proposed trail is separated from the road by a curb. This project also includes water main replacement and full depth curb to curb pavement replacement over the full length of the project. Construction will occur this summer but may span into next spring. Approximately half the project cost is paid with arterial street funds, approximately a quarter with state grant funds and the remainder utility funds. Clarke Avenue will be closed to through traffic during the day and general open to through traffic evenings and nights. Local access will be provided from both directions Water and road work in front of the Sandifur bridge trailhead will be expedited to reopen access to the trailhead. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" 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.)	
Operations Impact: 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:	





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

Project Number: 2016059

Project Description South Gorge Trail - Phase 1

Funding Source

Preparer Rich Proszek

Original Date 6/10/2019 10:33:46 AM

Update Date 7/16/2019 8:18:52 AM

Addendum

Project Number: 2016059			Engineer's Estimate		Halme Construction Inc		Red Diamond Construction Inc		L & L Cargile Inc	
Item No	Bid Item Description	Est. Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule Description					Tax Classification					
Schedule 01 Street Improvements		Sales tax shall be included in unit prices								
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,200.00	*****	500.00	*****	600.00	*****	200.00
103	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	30000 EST	1.00	30,000.00	1.00	30,000.00	1.00	30,000.00	1.00	30,000.00
104	POTHOLING	14 EA	500.00	7,000.00	446.23	6,247.22	250.00	3,500.00	150.00	2,100.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	20,000.00	*****	500.00	*****	1,500.00	*****	1,500.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	700.00	4,200.00	434.43	2,606.58	550.00	3,300.00	550.00	3,300.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	2,896.16	*****	3,000.00	*****	4,000.00
108	MOBILIZATION	1 LS	*****	139,000.00	*****	139,000.00	*****	280,000.00	*****	138,052.00
109	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	25,000.00	*****	19,836.74	*****	22,000.00	*****	40,622.00
110	SPECIAL SIGNS	125 SF	20.00	2,500.00	11.59	1,448.75	10.00	1,250.00	10.00	1,250.00
111	PORTABLE CHANGEABLE MESSAGE SIGN	400 HR	7.00	2,800.00	4.34	1,736.00	9.00	3,600.00	3.75	1,500.00
112	TYPE III BARRICADE	7 EA	50.00	350.00	57.93	405.51	40.00	280.00	50.00	350.00
113	CLEARING AND GRUBBING	1 LS	*****	25,000.00	*****	14,447.73	*****	3,000.00	*****	6,000.00
114	AIR OR HYDRO EVACUATION	6 EA	700.00	4,200.00	781.96	4,691.76	700.00	4,200.00	450.00	2,700.00

<i>Project Number:</i> 2016059		<i>Engineer's Estimate</i>			Halme Construction Inc		Red Diamond Construction Inc		L & L Cargile Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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	TREE PROTECTION ZONE	42 EA	350.00	14,700.00	157.12	6,599.04	225.00	9,450.00	180.00	7,560.00
116	REMOVE TREE, CLASS I	34 EA	400.00	13,600.00	208.52	7,089.68	300.00	10,200.00	180.00	6,120.00
117	REMOVE TREE, CLASS II	2 EA	1,100.00	2,200.00	1,112.13	2,224.26	1,000.00	2,000.00	900.00	1,800.00
118	TREE PRUNING	66 EA	450.00	29,700.00	208.52	13,762.32	225.00	14,850.00	165.00	10,890.00
119	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	5,239.78	*****	2,500.00	*****	4,500.00
120	REMOVE EXISTING CURB	1325 LF	12.00	15,900.00	2.80	3,710.00	5.00	6,625.00	10.00	13,250.00
121	REMOVE EXISTING CURB AND GUTTER	120 LF	14.00	1,680.00	6.35	762.00	8.00	960.00	10.00	1,200.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	175 SY	16.00	2,800.00	5.00	875.00	8.00	1,400.00	10.00	1,750.00
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	600.00	600.00	277.19	277.19	500.00	500.00	540.00	540.00
124	REMOVE CURB/GRATE INLET	1 EA	375.00	375.00	277.19	277.19	200.00	200.00	290.00	290.00
125	REMOVE EXISTING < 12 IN. DIAMETER PIPE	60 LF	10.00	600.00	6.72	403.20	4.00	240.00	5.00	300.00
126	SAWCUTTING CURB	6 EA	42.00	252.00	23.17	139.02	45.00	270.00	25.00	150.00
127	SAWCUTTING RIGID PAVEMENT	210 LFI	1.10	231.00	1.05	220.50	3.00	630.00	1.00	210.00
128	SAWCUTTING FLEXIBLE PAVEMENT	2520 LFI	0.90	2,268.00	0.31	781.20	0.60	1,512.00	0.40	1,008.00
129	REMOVE GUARDRAIL	270 LF	10.00	2,700.00	11.59	3,129.30	7.00	1,890.00	10.00	2,700.00
130	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	5 EA	550.00	2,750.00	260.48	1,302.40	350.00	1,750.00	275.00	1,375.00
131	ROADWAY EXCAVATION INCL. HAUL	2610 CY	25.00	65,250.00	19.86	51,834.60	16.00	41,760.00	21.00	54,810.00
132	ROADWAY EXCAVATION INCL. HAUL - AREA (TRAIL)	100 CY	38.00	3,800.00	3.77	377.00	16.00	1,600.00	16.00	1,600.00
133	TRAIL EMBANKMENT	850 CY	12.00	10,200.00	7.53	6,400.50	8.00	6,800.00	4.50	3,825.00

<i>Project Number:</i> 2016059			<i>Engineer's Estimate</i>		Halme Construction Inc		Red Diamond Construction Inc		L & L Cargile Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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	REMOVE UNSUITABLE FOUNDATION MATERIAL	60 CY	25.00	1,500.00	15.34	920.40	0.01	0.60	10.00	600.00
135	REPLACE UNSUITABLE FOUNDATION MATERIAL	60 CY	32.00	1,920.00	11.34	680.40	0.01	0.60	15.00	900.00
136	COMMON BORROW INCL. HAUL	50 CY	25.00	1,250.00	11.34	567.00	29.00	1,450.00	25.00	1,250.00
137	SITE SHAPING & GRADING	1 LS	*****	7,500.00	*****	23,169.30	*****	2,800.00	*****	4,000.00
138	PREPARATION OF UNTREATED ROADWAY	9750 SY	3.00	29,250.00	1.16	11,310.00	2.00	19,500.00	2.00	19,500.00
139	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	120 SY	2.50	300.00	3.70	444.00	4.00	480.00	2.00	240.00
140	CRUSHED SURFACING TOP COURSE	820 CY	52.00	42,640.00	46.53	38,154.60	40.00	32,800.00	53.00	43,460.00
141	CRUSHED SURFACING BASE COURSE	690 CY	45.00	31,050.00	42.72	29,476.80	40.00	27,600.00	46.00	31,740.00
142	CSTC FOR SIDEWALK AND DRIVEWAYS	25 CY	110.00	2,750.00	50.77	1,269.25	100.00	2,500.00	90.00	2,250.00
143	DUST PALLIATIVE	20000 FA	1.00	20,000.00	1.00	20,000.00	1.00	20,000.00	1.00	20,000.00
144	HMA CL. 1/2 IN. PG 64-26, 5 INCH THICK	7155 SY	25.00	178,875.00	27.17	194,401.35	24.00	171,720.00	26.00	186,030.00
145	HMA CL. 3/8 IN. PG 64-26, 2 INCH THICK	2310 SY	11.00	25,410.00	12.16	28,089.60	11.00	25,410.00	14.30	33,033.00
146	HMA FOR HEADERS CL. 1/2 IN. PG 64-28, 3 INCH THICK	285 SY	16.00	4,560.00	25.37	7,230.45	22.50	6,412.50	23.00	6,555.00
147	SOIL RESIDUAL HERBICIDE	9750 SY	0.60	5,850.00	0.27	2,632.50	0.26	2,535.00	0.25	2,437.50
148	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
149	COMPACTION PRICE ADJUSTMENT	4000 EST	1.00	4,000.00	1.00	4,000.00	1.00	4,000.00	1.00	4,000.00
150	CEMENT CONCRETE CURB WALL	375 LF	70.00	26,250.00	93.84	35,190.00	50.00	18,750.00	83.20	31,200.00
151	DRIVING ST. PILE	40 EA	600.00	24,000.00	949.37	37,974.80	0.01	0.40	1,000.00	40,000.00
152	FURNISHING ST. PILING, 4 INCH DIAM.	340 LF	50.00	17,000.00	57.93	19,696.20	0.01	3.40	20.00	6,800.00

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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					
153	FURNISHING STEEL PILE TIP OR SHOE, 4 INCH DIAM	40 EA	50.00	2,000.00	57.93	2,317.20	0.01	0.40	125.00	5,000.00
154	WSDOT LOW PROFILE BARRIER CURB	280 LF	160.00	44,800.00	144.82	40,549.60	247.00	69,160.00	137.00	38,360.00
155	RETAINING WALL SUPPORT BEAM	370 LF	150.00	55,500.00	94.40	34,928.00	70.00	25,900.00	75.00	27,750.00
156	GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL. HAUL	350 CY	65.00	22,750.00	45.61	15,963.50	30.00	10,500.00	70.00	24,500.00
157	SEGMENTAL CONCRETE RETAINING WALL	1480 SF	45.00	66,600.00	19.98	29,570.40	36.00	53,280.00	35.60	52,688.00
158	UNDERDRAIN PIPE 4 IN. DIAM.	280 LF	22.00	6,160.00	6.16	1,724.80	15.00	4,200.00	12.00	3,360.00
159	GRAVEL BACKFILL FOR DRAIN	15 CY	65.00	975.00	79.23	1,188.45	85.00	1,275.00	60.00	900.00
160	PIPE GUARD - 8 INCH	4 EA	350.00	1,400.00	163.60	654.40	150.00	600.00	158.00	632.00
161	GRATE INLET TYPE 3	4 EA	1,700.00	6,800.00	1,618.95	6,475.80	2,600.00	10,400.00	2,200.00	8,800.00
162	DRYWELL TYPE 1	4 EA	3,700.00	14,800.00	2,905.43	11,621.72	3,800.00	15,200.00	3,550.00	14,200.00
163	DRYWELL TYPE 1 SPECIAL	2 EA	3,900.00	7,800.00	2,951.76	5,903.52	4,000.00	8,000.00	4,000.00	8,000.00
164	DRYWELL TYPE 2	1 EA	4,200.00	4,200.00	4,183.99	4,183.99	4,500.00	4,500.00	4,848.00	4,848.00
165	MANHOLE TYPE - MODIFIED SHALLOW	3 EA	2,000.00	6,000.00	2,977.63	8,932.89	2,800.00	8,400.00	1,570.00	4,710.00
166	CATCH BASIN TYPE 1	2 EA	2,500.00	5,000.00	2,207.71	4,415.42	2,800.00	5,600.00	2,565.00	5,130.00
167	CATCH BASIN TYPE 2	1 EA	2,900.00	2,900.00	2,405.53	2,405.53	3,000.00	3,000.00	2,624.00	2,624.00
168	CATCH BASIN TYPE 3	2 EA	2,700.00	5,400.00	2,411.13	4,822.26	3,000.00	6,000.00	2,700.00	5,400.00
169	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	700.00	700.00	960.25	960.25	1,000.00	1,000.00	1,069.00	1,069.00
170	REPLACE SURFACE INLET CATCH BASIN FRAME AND GRATE WITH MANHOLE FRAME AND COVER (LOCKABLE)	1 EA	700.00	700.00	971.83	971.83	900.00	900.00	1,082.00	1,082.00

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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					
171	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	6 EA	675.00	4,050.00	566.65	3,399.90	900.00	5,400.00	925.00	5,550.00
172	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	6 EA	675.00	4,050.00	612.99	3,677.94	900.00	5,400.00	975.00	5,850.00
173	MANHOLE RING AND COVER RETROFIT - 30 INCH	1 LS	*****	1,200.00	*****	1,974.99	*****	1,000.00	*****	1,283.00
174	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	400.00	800.00	97.71	195.42	350.00	700.00	220.00	440.00
175	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	30.00	150.00	15.34	76.70	0.01	0.05	10.00	50.00
176	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	38.00	190.00	11.34	56.70	0.01	0.05	15.00	75.00
177	IMPORTED BACKFILL	5 CY	38.00	190.00	11.34	56.70	0.01	0.05	25.00	125.00
178	TRENCH SAFETY SYSTEM	1 LS	*****	4,000.00	*****	5,000.00	*****	600.00	*****	5,000.00
179	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	550 LF	55.00	30,250.00	38.88	21,384.00	45.00	24,750.00	54.40	29,920.00
180	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	800.00	800.00	296.67	296.67	350.00	350.00	458.00	458.00
181	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	700.00	700.00	1,060.22	1,060.22	600.00	600.00	606.00	606.00
182	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	5,741.55	*****	2,800.00	*****	1,250.00
183	CLEANING EXISTING SANITARY SEWER	12 EA	550.00	6,600.00	347.54	4,170.48	300.00	3,600.00	340.00	4,080.00
184	TRENCH EXCAVATION FOR WATER SERVICE TAP	15 LF	45.00	675.00	35.71	535.65	50.00	750.00	31.00	465.00
185	ESC LEAD	1 LS	*****	2,300.00	*****	25.00	*****	700.00	*****	50.00
186	JUTE NETTING	850 SY	1.10	935.00	1.41	1,198.50	4.00	3,400.00	2.00	1,700.00
187	INLET PROTECTION	4 EA	110.00	440.00	60.44	241.76	120.00	480.00	100.00	400.00
188	STREET CLEANING	40 HR	170.00	6,800.00	217.03	8,681.20	5.00	200.00	160.00	6,400.00

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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					
189	SILT FENCE	1200 LF	12.00	14,400.00	3.66	4,392.00	5.00	6,000.00	5.00	6,000.00
190	TOPSOIL TYPE A, 2 INCH THICK	500 SY	12.00	6,000.00	4.05	2,025.00	6.00	3,000.00	3.80	1,900.00
191	STRUCTURAL PLANTING SOIL FOR TYPE 1 DW	50 CY	80.00	4,000.00	40.55	2,027.50	50.00	2,500.00	25.00	1,250.00
192	WEED SPRAYING AND CONTROL	2 EA	1,300.00	2,600.00	579.23	1,158.46	500.00	1,000.00	400.00	800.00
193	HYDROSEEDING	6380 SY	6.50	41,470.00	0.93	5,933.40	1.00	6,380.00	0.80	5,104.00
194	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	40 SY	19.00	760.00	17.81	712.40	34.00	1,360.00	25.00	1,000.00
195	CONSTRUCT BIO-INFILTRATION SWALE	325 SY	12.00	3,900.00	11.59	3,766.75	10.00	3,250.00	6.00	1,950.00
196	CONSTRUCT ROADSIDE FILTER STRIP	150 SY	12.00	1,800.00	17.57	2,635.50	30.00	4,500.00	6.00	900.00
197	CONSTRUCT ROADSIDE DITCH & SHOULDER	475 SY	12.00	5,700.00	11.59	5,505.25	20.00	9,500.00	6.00	2,850.00
198	SWALE DRAIN PAD	4 SY	110.00	440.00	351.70	1,406.80	130.00	520.00	320.00	1,280.00
199	CURB DROP INLET	12 EA	210.00	2,520.00	173.77	2,085.24	130.00	1,560.00	162.00	1,944.00
200	PIPE OUTFALL PAD	1 EA	1,500.00	1,500.00	5,015.68	5,015.68	1,400.00	1,400.00	3,200.00	3,200.00
201	IRRIGATION SYSTEM - FILTER STRIP & SWALE ESTABLISHMENT	1 LS	*****	3,500.00	*****	17,500.00	*****	16,000.00	*****	17,000.00
202	2 IN. IRRIGATIN SLEEVE	40 LF	10.00	400.00	17.38	695.20	12.00	480.00	11.00	440.00
203	CEMENT CONCRETE CURB	3125 LF	28.00	87,500.00	16.97	53,031.25	17.00	53,125.00	16.60	51,875.00
204	CEMENT CONC. CURB AND GUTTER	90 LF	28.00	2,520.00	37.75	3,397.50	32.00	2,880.00	35.00	3,150.00
205	HAND PLACED RIPRAP	45 CY	100.00	4,500.00	75.59	3,401.55	75.00	3,375.00	87.00	3,915.00
206	CEMENT CONCRETE DRIVEWAY	185 SY	65.00	12,025.00	61.78	11,429.30	73.00	13,505.00	62.00	11,470.00
207	CEMENT CONCRETE DRIVEWAY TRANSITION	100 SY	65.00	6,500.00	61.78	6,178.00	73.00	7,300.00	62.00	6,200.00

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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					
208	VINYL COATED CHAIN LINK FENCE	370 LF	50.00	18,500.00	91.66	33,914.20	90.00	33,300.00	97.00	35,890.00
209	CEMENT CONC. SIDEWALK	50 SY	55.00	2,750.00	61.78	3,089.00	70.00	3,500.00	62.00	3,100.00
210	RAMP DETECTABLE WARNING	8 SF	28.00	224.00	25.49	203.92	25.00	200.00	22.00	176.00
211	ILLUMINATION CONDUIT & LIGHTING SYSTEM	1 LS	*****	35,000.00	*****	55,000.00	*****	52,000.00	*****	50,000.00
212	COMMUNICATION CONDUIT SYSTEM	1 LS	*****	151,000.00	*****	98,000.00	*****	90,000.00	*****	94,000.00
213	SIGNING, PERMANENT, CITY MANUFACTURED SIGNS	1 LS	*****	7,500.00	*****	9,846.95	*****	8,500.00	*****	9,300.00
214	PAVEMENT MARKING - DURABLE HEAT APPLIED	12 SF	10.00	120.00	17.38	208.56	20.00	240.00	16.00	192.00
215	ROCK RETAINING WALL	95 CY	600.00	57,000.00	336.64	31,980.80	175.00	16,625.00	112.00	10,640.00
216	QUARRY SPALL BACKFILL FOR WALL	40 CY	70.00	2,800.00	30.61	1,224.40	80.00	3,200.00	220.00	8,800.00
217	ROCK WALL GEOTEXTILE	245 SY	2.00	490.00	6.68	1,636.60	7.00	1,715.00	2.00	490.00
218	CEMENT CONCRETE INTEGRAL CURB AND SIDEWALK 5.5 FT. WIDE	15 LF	60.00	900.00	198.19	2,972.85	90.00	1,350.00	184.00	2,760.00
219	MOVEABLE BOLLARD	2 EA	1,600.00	3,200.00	1,171.35	2,342.70	1,200.00	2,400.00	1,350.00	2,700.00
220	SOD INSTALLATION	500 SY	10.00	5,000.00	11.59	5,795.00	10.00	5,000.00	9.20	4,600.00
<i>Schedule Totals</i>				1,673,095.00		1,398,801.98		1,431,640.05		1,397,078.50

<i>Project Number:</i> 2016059			<i>Engineer's Estimate</i>		Halme Construction Inc		Red Diamond Construction Inc		L & L Cargile Inc	
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<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	4 EA	700.00	2,800.00	382.77	1,531.08	300.00	1,200.00	150.00	600.00
302	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	40 CY	20.00	800.00	15.34	613.60	0.01	0.40	10.00	400.00
303	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	40 CY	35.00	1,400.00	11.34	453.60	0.01	0.40	15.00	600.00
304	PLUGGING EXISTING PIPE	4 EA	400.00	1,600.00	239.23	956.92	50.00	200.00	120.00	480.00
305	DI PIPE FOR WATER MAIN 8 IN. DIAM.	2460 LF	65.00	159,900.00	42.90	105,534.00	40.22	98,941.20	55.25	135,915.00
306	GATE VALVE 8 IN.	7 EA	2,000.00	14,000.00	1,421.33	9,949.31	1,576.00	11,032.00	1,850.00	12,950.00
307	HYDRANT ASSEMBLY	3 EA	6,000.00	18,000.00	4,890.27	14,670.81	5,200.00	15,600.00	5,500.00	16,500.00
308	TRENCH EXCAVATION FOR WATER SERVICE TAP	40 LF	45.00	1,800.00	35.71	1,428.40	20.00	800.00	31.00	1,240.00
309	DI PIPE FOR WATER MAIN 6 IN. DIAM.	60 LF	65.00	3,900.00	45.57	2,734.20	30.00	1,800.00	35.00	2,100.00
<i>Schedule Totals</i>				204,200.00		137,871.92		129,574.00		170,785.00

<i>Project Number:</i> 2016059		<i>Engineer's Estimate</i>			National Native American Construction, Inc.		DW Excavating, Inc_		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	*****	1,200.00	*****	759.00	*****	130.00	*****	1,200.00
103	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	30000 EST	1.00	30,000.00	1.00	30,000.00	1.00	30,000.00	1.00	30,000.00
104	POTHOLING	14 EA	500.00	7,000.00	404.00	5,656.00	475.00	6,650.00	520.00	7,280.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	20,000.00	*****	10,500.00	*****	3,000.00	*****	12,000.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	700.00	4,200.00	772.00	4,632.00	500.00	3,000.00	620.00	3,720.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,000.00	*****	1,910.00	*****	4,500.00	*****	6,200.00
108	MOBILIZATION	1 LS	*****	139,000.00	*****	30,000.00	*****	200,000.00	*****	103,000.00
109	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	25,000.00	*****	41,000.00	*****	29,500.00	*****	81,000.00
110	SPECIAL SIGNS	125 SF	20.00	2,500.00	15.00	1,875.00	11.00	1,375.00	25.00	3,125.00
111	PORTABLE CHANGEABLE MESSAGE SIGN	400 HR	7.00	2,800.00	4.50	1,800.00	5.00	2,000.00	6.00	2,400.00
112	TYPE III BARRICADE	7 EA	50.00	350.00	62.00	434.00	55.00	385.00	37.00	259.00
113	CLEARING AND GRUBBING	1 LS	*****	25,000.00	*****	5,000.00	*****	10,000.00	*****	19,000.00
114	AIR OR HYDRO EVACUATION	6 EA	700.00	4,200.00	821.00	4,926.00	750.00	4,500.00	840.00	5,040.00
115	TREE PROTECTION ZONE	42 EA	350.00	14,700.00	255.00	10,710.00	230.00	9,660.00	260.00	10,920.00
116	REMOVE TREE, CLASS I	34 EA	400.00	13,600.00	219.00	7,446.00	195.00	6,630.00	220.00	7,480.00
117	REMOVE TREE, CLASS II	2 EA	1,100.00	2,200.00	1,168.00	2,336.00	1,000.00	2,000.00	950.00	1,900.00
118	TREE PRUNING	66 EA	450.00	29,700.00	219.00	14,454.00	195.00	12,870.00	220.00	14,520.00
119	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	5,000.00	*****	10,000.00	*****	2,200.00	*****	24,000.00

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<i>Schedule Description</i>					<i>Tax Classification</i>					
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120	REMOVE EXISTING CURB	1325 LF	12.00	15,900.00	2.00	2,650.00	2.00	2,650.00	7.00	9,275.00
121	REMOVE EXISTING CURB AND GUTTER	120 LF	14.00	1,680.00	4.00	480.00	2.00	240.00	7.00	840.00
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	175 SY	16.00	2,800.00	9.00	1,575.00	7.00	1,225.00	10.00	1,750.00
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	1 EA	600.00	600.00	520.00	520.00	280.00	280.00	480.00	480.00
124	REMOVE CURB/GRATE INLET	1 EA	375.00	375.00	520.00	520.00	280.00	280.00	360.00	360.00
125	REMOVE EXISTING < 12 IN. DIAMETER PIPE	60 LF	10.00	600.00	22.00	1,320.00	10.00	600.00	7.00	420.00
126	SAWCUTTING CURB	6 EA	42.00	252.00	24.00	144.00	45.00	270.00	37.00	222.00
127	SAWCUTTING RIGID PAVEMENT	210 LFI	1.10	231.00	1.00	210.00	1.00	210.00	1.60	336.00
128	SAWCUTTING FLEXIBLE PAVEMENT	2520 LFI	0.90	2,268.00	0.50	1,260.00	1.00	2,520.00	1.60	4,032.00
129	REMOVE GUARDRAIL	270 LF	10.00	2,700.00	10.00	2,700.00	9.00	2,430.00	12.00	3,240.00
130	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	5 EA	550.00	2,750.00	882.00	4,410.00	275.00	1,375.00	620.00	3,100.00
131	ROADWAY EXCAVATION INCL. HAUL	2610 CY	25.00	65,250.00	23.00	60,030.00	21.00	54,810.00	22.00	57,420.00
132	ROADWAY EXCAVATION INCL. HAUL - AREA (TRAIL)	100 CY	38.00	3,800.00	40.00	4,000.00	68.00	6,800.00	27.00	2,700.00
133	TRAIL EMBANKMENT	850 CY	12.00	10,200.00	6.00	5,100.00	9.00	7,650.00	17.00	14,450.00
134	REMOVE UNSUITABLE FOUNDATION MATERIAL	60 CY	25.00	1,500.00	26.00	1,560.00	31.00	1,860.00	30.00	1,800.00
135	REPLACE UNSUITABLE FOUNDATION MATERIAL	60 CY	32.00	1,920.00	41.00	2,460.00	50.00	3,000.00	53.00	3,180.00
136	COMMON BORROW INCL. HAUL	50 CY	25.00	1,250.00	41.00	2,050.00	35.00	1,750.00	40.00	2,000.00
137	SITE SHAPING & GRADING	1 LS	*****	7,500.00	*****	10,248.00	*****	7,000.00	*****	5,000.00
138	PREPARATION OF UNTREATED ROADWAY	9750 SY	3.00	29,250.00	2.50	24,375.00	2.00	19,500.00	2.10	20,475.00

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139	CONSTRUCTION GEOSYNTHETIC FOR SOIL STABILIZATION	120 SY	2.50	300.00	3.00	360.00	4.00	480.00	3.80	456.00
140	CRUSHED SURFACING TOP COURSE	820 CY	52.00	42,640.00	59.00	48,380.00	50.00	41,000.00	56.00	45,920.00
141	CRUSHED SURFACING BASE COURSE	690 CY	45.00	31,050.00	57.00	39,330.00	48.00	33,120.00	43.00	29,670.00
142	CSTC FOR SIDEWALK AND DRIVEWAYS	25 CY	110.00	2,750.00	175.00	4,375.00	179.00	4,475.00	97.00	2,425.00
143	DUST PALLIATIVE	20000 FA	1.00	20,000.00	1.00	20,000.00	1.00	20,000.00	1.00	20,000.00
144	HMA CL. 1/2 IN. PG 64-26, 5 INCH THICK	7155 SY	25.00	178,875.00	28.40	203,202.00	25.00	178,875.00	30.00	214,650.00
145	HMA CL. 3/8 IN. PG 64-26, 2 INCH THICK	2310 SY	11.00	25,410.00	12.80	29,568.00	11.50	26,565.00	17.00	39,270.00
146	HMA FOR HEADERS CL. 1/2 IN. PG 64-28, 3 INCH THICK	285 SY	16.00	4,560.00	26.40	7,524.00	24.00	6,840.00	27.00	7,695.00
147	SOIL RESIDUAL HERBICIDE	9750 SY	0.60	5,850.00	0.28	2,730.00	0.25	2,437.50	0.30	2,925.00
148	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
149	COMPACTION PRICE ADJUSTMENT	4000 EST	1.00	4,000.00	1.00	4,000.00	1.00	4,000.00	1.00	4,000.00
150	CEMENT CONCRETE CURB WALL	375 LF	70.00	26,250.00	79.00	29,625.00	69.00	25,875.00	50.00	18,750.00
151	DRIVING ST. PILE	40 EA	600.00	24,000.00	227.00	9,080.00	700.00	28,000.00	310.00	12,400.00
152	FURNISHING ST. PILING, 4 INCH DIAM.	340 LF	50.00	17,000.00	17.00	5,780.00	97.00	32,980.00	50.00	17,000.00
153	FURNISHING STEEL PILE TIP OR SHOE, 4 INCH DIAM	40 EA	50.00	2,000.00	58.00	2,320.00	260.00	10,400.00	310.00	12,400.00
154	WSDOT LOW PROFILE BARRIER CURB	280 LF	160.00	44,800.00	88.60	24,808.00	276.00	77,280.00	50.00	14,000.00
155	RETAINING WALL SUPPORT BEAM	370 LF	150.00	55,500.00	50.00	18,500.00	54.00	19,980.00	150.00	55,500.00
156	GRAVEL BORROW FOR STRUCTURAL EARTH WALL INCL. HAUL	350 CY	65.00	22,750.00	74.00	25,900.00	35.00	12,250.00	49.00	17,150.00
157	SEGMENTAL CONCRETE RETAINING WALL	1480 SF	45.00	66,600.00	23.80	35,224.00	40.00	59,200.00	41.00	60,680.00

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158	UNDERDRAIN PIPE 4 IN. DIAM.	280 LF	22.00	6,160.00	6.00	1,680.00	4.00	1,120.00	5.00	1,400.00
159	GRAVEL BACKFILL FOR DRAIN	15 CY	65.00	975.00	54.00	810.00	35.00	525.00	70.00	1,050.00
160	PIPE GUARD - 8 INCH	4 EA	350.00	1,400.00	233.00	932.00	114.00	456.00	120.00	480.00
161	GRATE INLET TYPE 3	4 EA	1,700.00	6,800.00	2,335.00	9,340.00	1,500.00	6,000.00	2,000.00	8,000.00
162	DRYWELL TYPE 1	4 EA	3,700.00	14,800.00	3,930.00	15,720.00	4,200.00	16,800.00	3,900.00	15,600.00
163	DRYWELL TYPE 1 SPECIAL	2 EA	3,900.00	7,800.00	6,000.00	12,000.00	4,300.00	8,600.00	4,000.00	8,000.00
164	DRYWELL TYPE 2	1 EA	4,200.00	4,200.00	5,106.00	5,106.00	4,600.00	4,600.00	4,900.00	4,900.00
165	MANHOLE TYPE - MODIFIED SHALLOW	3 EA	2,000.00	6,000.00	2,955.00	8,865.00	2,500.00	7,500.00	2,500.00	7,500.00
166	CATCH BASIN TYPE 1	2 EA	2,500.00	5,000.00	3,000.00	6,000.00	2,700.00	5,400.00	2,700.00	5,400.00
167	CATCH BASIN TYPE 2	1 EA	2,900.00	2,900.00	3,766.00	3,766.00	2,900.00	2,900.00	2,800.00	2,800.00
168	CATCH BASIN TYPE 3	2 EA	2,700.00	5,400.00	3,790.00	7,580.00	2,900.00	5,800.00	2,800.00	5,600.00
169	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	700.00	700.00	507.00	507.00	900.00	900.00	730.00	730.00
170	REPLACE SURFACE INLET CATCH BASIN FRAME AND GRATE WITH MANHOLE FRAME AND COVER (LOCKABLE)	1 EA	700.00	700.00	520.00	520.00	1,000.00	1,000.00	740.00	740.00
171	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	6 EA	675.00	4,050.00	467.00	2,802.00	1,000.00	6,000.00	690.00	4,140.00
172	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	6 EA	675.00	4,050.00	520.00	3,120.00	1,100.00	6,600.00	740.00	4,440.00
173	MANHOLE RING AND COVER RETROFIT - 30 INCH	1 LS	*****	1,200.00	*****	725.00	*****	1,300.00	*****	960.00
174	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	400.00	800.00	654.00	1,308.00	610.00	1,220.00	440.00	880.00

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175	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	30.00	150.00	20.00	100.00	30.00	150.00	30.00	150.00
176	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	5 CY	38.00	190.00	64.00	320.00	45.00	225.00	53.00	265.00
177	IMPORTED BACKFILL	5 CY	38.00	190.00	32.00	160.00	35.00	175.00	32.00	160.00
178	TRENCH SAFETY SYSTEM	1 LS	*****	4,000.00	*****	2,756.00	*****	1,900.00	*****	3,700.00
179	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	550 LF	55.00	30,250.00	60.00	33,000.00	53.00	29,150.00	62.00	34,100.00
180	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	800.00	800.00	1,100.00	1,100.00	300.00	300.00	1,100.00	1,100.00
181	CONNECT 8 IN. DIAM. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	700.00	700.00	1,650.00	1,650.00	300.00	300.00	1,200.00	1,200.00
182	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	4,500.00	*****	1,300.00	*****	1,200.00
183	CLEANING EXISTING SANITARY SEWER	12 EA	550.00	6,600.00	615.00	7,380.00	432.00	5,184.00	370.00	4,440.00
184	TRENCH EXCAVATION FOR WATER SERVICE TAP	15 LF	45.00	675.00	27.00	405.00	73.00	1,095.00	140.00	2,100.00
185	ESC LEAD	1 LS	*****	2,300.00	*****	850.00	*****	650.00	*****	12,000.00
186	JUTE NETTING	850 SY	1.10	935.00	5.00	4,250.00	4.00	3,400.00	5.00	4,250.00
187	INLET PROTECTION	4 EA	110.00	440.00	94.00	376.00	89.00	356.00	110.00	440.00
188	STREET CLEANING	40 HR	170.00	6,800.00	280.00	11,200.00	189.00	7,560.00	310.00	12,400.00
189	SILT FENCE	1200 LF	12.00	14,400.00	6.00	7,200.00	4.88	5,856.00	6.00	7,200.00
190	TOPSOIL TYPE A, 2 INCH THICK	500 SY	12.00	6,000.00	4.26	2,130.00	5.19	2,595.00	10.00	5,000.00
191	STRUCTURAL PLANTING SOIL FOR TYPE 1 DW	50 CY	80.00	4,000.00	52.00	2,600.00	61.00	3,050.00	160.00	8,000.00
192	WEED SPRAYING AND CONTROL	2 EA	1,300.00	2,600.00	448.00	896.00	453.00	906.00	2,500.00	5,000.00

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193	HYDROSEEDING	6380 SY	6.50	41,470.00	0.90	5,742.00	1.00	6,380.00	2.50	15,950.00
194	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 12 INCH THICK	40 SY	19.00	760.00	28.00	1,120.00	34.00	1,360.00	27.00	1,080.00
195	CONSTRUCT BIO-INFILTRATION SWALE	325 SY	12.00	3,900.00	44.00	14,300.00	8.00	2,600.00	25.00	8,125.00
196	CONSTRUCT ROADSIDE FILTER STRIP	150 SY	12.00	1,800.00	39.00	5,850.00	29.00	4,350.00	25.00	3,750.00
197	CONSTRUCT ROADSIDE DITCH & SHOULDER	475 SY	12.00	5,700.00	28.00	13,300.00	29.00	13,775.00	6.00	2,850.00
198	SWALE DRAIN PAD	4 SY	110.00	440.00	151.00	604.00	135.00	540.00	120.00	480.00
199	CURB DROP INLET	12 EA	210.00	2,520.00	257.00	3,084.00	135.00	1,620.00	310.00	3,720.00
200	PIPE OUTFALL PAD	1 EA	1,500.00	1,500.00	4,500.00	4,500.00	2,600.00	2,600.00	2,500.00	2,500.00
201	IRRIGATION SYSTEM - FILTER STRIP & SWALE ESTABLISHMENT	1 LS	*****	3,500.00	*****	16,800.00	*****	16,900.00	*****	21,000.00
202	2 IN. IRRIGATIN SLEEVE	40 LF	10.00	400.00	12.40	496.00	15.00	600.00	16.00	640.00
203	CEMENT CONCRETE CURB	3125 LF	28.00	87,500.00	21.00	65,625.00	27.00	84,375.00	50.00	156,250.00
204	CEMENT CONC. CURB AND GUTTER	90 LF	28.00	2,520.00	43.00	3,870.00	82.00	7,380.00	50.00	4,500.00
205	HAND PLACED RIPRAP	45 CY	100.00	4,500.00	215.00	9,675.00	73.00	3,285.00	110.00	4,950.00
206	CEMENT CONCRETE DRIVEWAY	185 SY	65.00	12,025.00	70.00	12,950.00	85.00	15,725.00	81.00	14,985.00
207	CEMENT CONCRETE DRIVEWAY TRANSITION	100 SY	65.00	6,500.00	72.00	7,200.00	83.49	8,349.00	81.00	8,100.00
208	VINYL COATED CHAIN LINK FENCE	370 LF	50.00	18,500.00	105.00	38,850.00	85.00	31,450.00	110.00	40,700.00
209	CEMENT CONC. SIDEWALK	50 SY	55.00	2,750.00	54.00	2,700.00	81.84	4,092.00	81.00	4,050.00
210	RAMP DETECTABLE WARNING	8 SF	28.00	224.00	21.00	168.00	34.00	272.00	50.00	400.00
211	ILLUMINATION CONDUIT & LIGHTING SYSTEM	1 LS	*****	35,000.00	*****	69,750.00	*****	40,300.00	*****	61,000.00

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212	COMMUNICATION CONDUIT SYSTEM	1 LS	*****	151,000.00	*****	103,260.00	*****	78,150.00	*****	150,000.00
213	SIGNING, PERMANENT, CITY MANUFACTURED SIGNS	1 LS	*****	7,500.00	*****	10,346.00	*****	9,200.00	*****	11,000.00
214	PAVEMENT MARKING - DURABLE HEAT APPLIED	12 SF	10.00	120.00	18.00	216.00	17.00	204.00	19.00	228.00
215	ROCK RETAINING WALL	95 CY	600.00	57,000.00	125.00	11,875.00	264.00	25,080.00	330.00	31,350.00
216	QUARRY SPALL BACKFILL FOR WALL	40 CY	70.00	2,800.00	137.00	5,480.00	41.00	1,640.00	110.00	4,400.00
217	ROCK WALL GEOTEXTILE	245 SY	2.00	490.00	15.00	3,675.00	2.00	490.00	5.00	1,225.00
218	CEMENT CONCRETE INTEGRAL CURB AND SIDEWALK 5.5 FT. WIDE	15 LF	60.00	900.00	131.00	1,965.00	145.00	2,175.00	100.00	1,500.00
219	MOVEABLE BOLLARD	2 EA	1,600.00	3,200.00	1,674.00	3,348.00	1,200.00	2,400.00	1,500.00	3,000.00
220	SOD INSTALLATION	500 SY	10.00	5,000.00	10.30	5,150.00	12.56	6,280.00	14.00	7,000.00
<i>Schedule Totals</i>				1,673,095.00		1,403,309.00		1,539,052.50		1,779,073.00

<i>Project Number:</i> 2016059			<i>Engineer's Estimate</i>		National Native American Construction, Inc.		DW Excavating, Inc_		LaRiviere Inc	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</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	4 EA	700.00	2,800.00	580.00	2,320.00	375.00	1,500.00	520.00	2,080.00
302	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	40 CY	20.00	800.00	29.00	1,160.00	31.00	1,240.00	30.00	1,200.00
303	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	40 CY	35.00	1,400.00	33.00	1,320.00	45.00	1,800.00	53.00	2,120.00
304	PLUGGING EXISTING PIPE	4 EA	400.00	1,600.00	220.00	880.00	247.00	988.00	750.00	3,000.00
305	DI PIPE FOR WATER MAIN 8 IN. DIAM.	2460 LF	65.00	159,900.00	74.35	182,901.00	62.55	153,873.00	71.00	174,660.00
306	GATE VALVE 8 IN.	7 EA	2,000.00	14,000.00	2,567.00	17,969.00	2,134.00	14,938.00	1,800.00	12,600.00
307	HYDRANT ASSEMBLY	3 EA	6,000.00	18,000.00	5,837.00	17,511.00	7,475.00	22,425.00	5,700.00	17,100.00
308	TRENCH EXCAVATION FOR WATER SERVICE TAP	40 LF	45.00	1,800.00	48.00	1,920.00	30.00	1,200.00	68.00	2,720.00
309	DI PIPE FOR WATER MAIN 6 IN. DIAM.	60 LF	65.00	3,900.00	70.50	4,230.00	82.00	4,920.00	72.00	4,320.00
<i>Schedule Totals</i>				204,200.00		230,211.00		202,884.00		219,800.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	1,673,095.00	0.00	204,200.00	0.00	0.00	0.00	0.00	0.00	1,877,295.00
Halme Construction Inc	1,398,801.98	0.00	137,871.92	0.00	0.00	0.00	0.00	0.00	1,536,673.90
Red Diamond Construc	1,431,640.05	0.00	129,574.00	0.00	0.00	0.00	0.00	0.00	1,561,214.05
L & L Cargile Inc	1,397,078.50	0.00	170,785.00	0.00	0.00	0.00	0.00	0.00	1,567,863.50
National Native Americ	1,403,309.00	0.00	230,211.00	0.00	0.00	0.00	0.00	0.00	1,633,520.00
DW Excavating, Inc.	1,539,052.50	0.00	202,884.00	0.00	0.00	0.00	0.00	0.00	1,741,936.50
LaRiviere Inc	1,779,073.00	0.00	219,800.00	0.00	0.00	0.00	0.00	0.00	1,998,873.00

Low Bid Contractor: Halme Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$1,398,801.98	\$1,673,095.00	16.39	% Under Estimate
Schedule 03	\$150,004.65	\$222,169.60	32.48	% Under Estimate
Bid Totals	\$1,548,806.63	\$1,895,264.60	18.28	% Under Estimate

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

07/29/2019

<u>Date Rec'd</u>	7/12/2019
<u>Clerk's File #</u>	PRO 2017-0018
<u>Renews #</u>	
<u>Cross Ref #</u>	
<u>Project #</u>	2016133
<u>Bid #</u>	
<u>Requisition #</u>	CR 201718

<u>Submitting Dept</u>	ENGINEERING SERVICES
<u>Contact Name/Phone</u>	DAN BULLER 625-6391
<u>Contact E-Mail</u>	DBULLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	0370 - MURRAYSMITH - CONTRACT AMENDMENT/EXTENTION #2

Agenda Wording

Cont Amendment/Extention No. 2 with MurraySmith, Inc. for an amount not to exceed \$15,000.00.

Summary (Background)

Various conditions arose at the Central Avenue Well #2 site during construction which resulted in the need for additional consultant time beyond the original budget. Additional construction duration and resulting inspection costs associated with the issues have resulted in the need for approximately \$15,000.00 of additional budget for a total contract cost of \$80,500.00. Council approval of this amount is required.

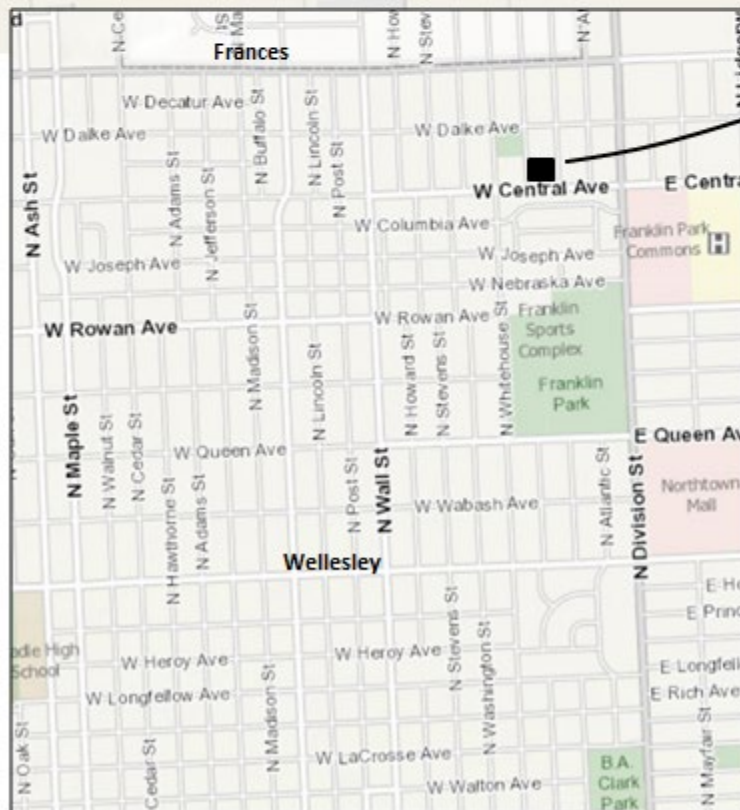
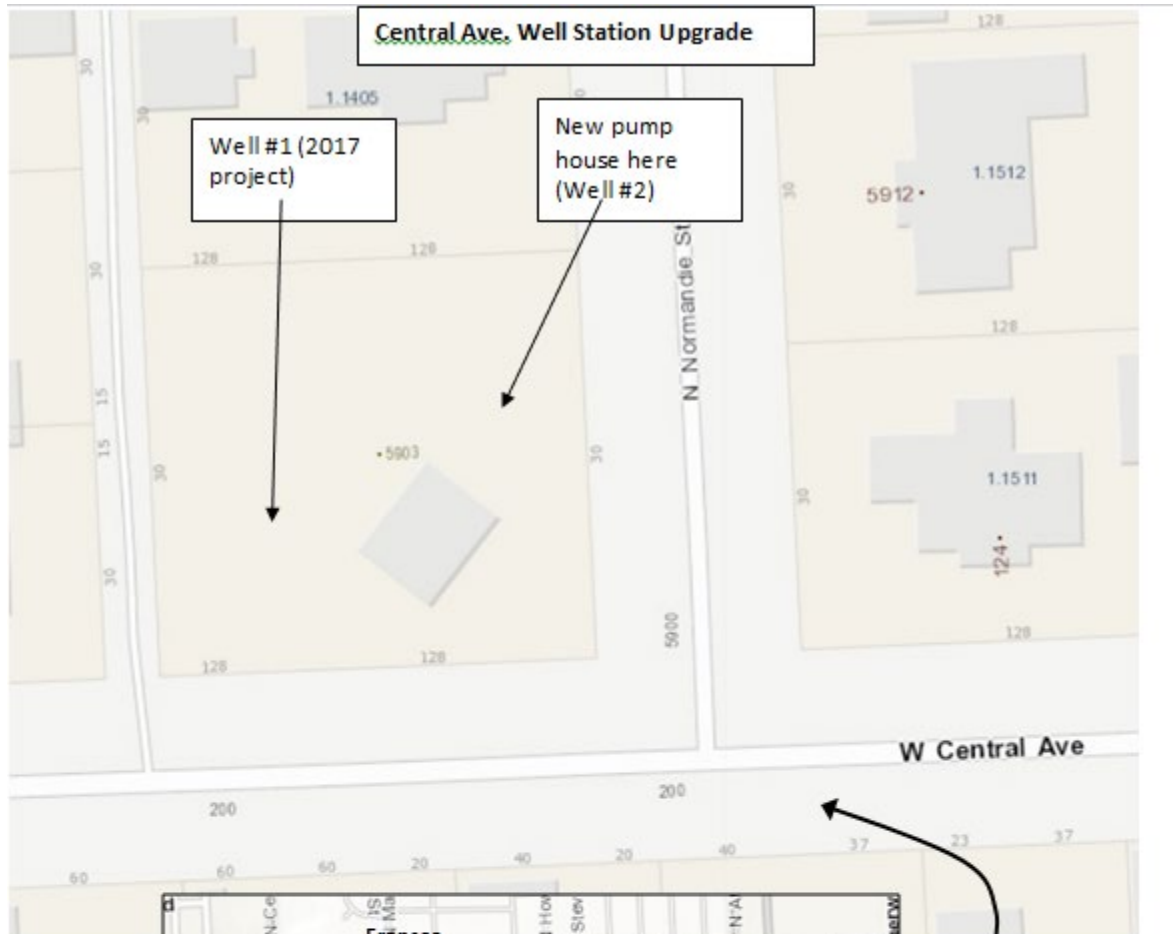
<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? YES	
Expense \$ 15,000.00		# 4250 42300 94340 56501 15729
Select \$		#
Select \$		#
Select \$		#

<u>Approvals</u>	<u>Council Notifications</u>
<u>Dept Head</u>	<u>Study Session</u>
TWOHIG, KYLE	
<u>Division Director</u>	<u>Other</u>
SIMMONS, SCOTT M.	F&A 7/15/19
<u>Finance</u>	<u>Distribution List</u>
ORLOB, KIMBERLY	
<u>Legal</u>	eraea@spokanecity.org
ODLE, MARI	
<u>For the Mayor</u>	publicworksaccounting@spokanecity.org
ORMSBY, MICHAEL	
<u>Additional Approvals</u>	aduffey@spokanecity.org
<u>Purchasing</u>	htrautman@spokanecity.org
WAHL, CONNIE	
	kgoodman@spokanecity.org

Briefing Paper

Finance & Administration

Division & Department:	Public Works, Engineering
Subject:	Consultant Contract Amendment - Central Ave. Well #2
Date:	7-15-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year water program
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract amendment
Background/History: <ul style="list-style-type: none"> Central Ave. Wells #1 and #2 were originally constructed in 1960. Both wells have recently been upgraded (pumps replaced, well heads brought above ground, electrical replaced). The upgrades were designed and construction management provided by a consultant, MurraySmith. Well #1 upgrades were constructed in 2017. 	
Executive Summary: <ul style="list-style-type: none"> Well #2 upgrades are nearly complete. Various issues have arisen during construction which have resulted in the need for additional consultant time beyond the original budget. Issues were not foreseeable when the agreement with MurraySmith was signed. Issues include: <ul style="list-style-type: none"> Addition of sound abatement measures to address complaints by an adjacent property owner Addressing a misaligned pump caused by improper installation Addressing landscaping modifications requested by the city Additional construction duration and resulting inspection costs associated with the preceding issues have occurred resulting in the need for approximately \$15,000 of additional budget. 	
Budget Impact: 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.)	
Operations Impact: 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:	



Enlarged Area



City of Spokane
CONTRACT AMENDMENT/EXTENSION #2
**CENTRAL AVENUE WELL #2
PUMP STATION REPLACEMENT**

This CONTRACT AMENDMENT EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation as ("City"), and MURRAYSMITH, INC., whose address is 421 West Riverside Avenue, Suite 762, 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 provide for the City PLANNING THE REPLACEMENT OF ONE OF THE TWO WELL PUMP STATIONS AT THE CENTRAL AVENUE SITE; and

WHEREAS, additional work and time to perform has been requested; and

-- NOW, THEREFORE, the parties agree as follows:

1. **CONTRACT DOCUMENTS.** The original Contract, dated June 5, 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 Amendment/Extension shall become effective on August 1, 2019.

3. **ADDITIONAL WORK.** The Scope of Work in the original Contract is expanded to include the following:

ADDITION OF SOUND ABATEMENT MEASURES TO ADDRESS COMPLAINTS BY AN
ADJACENT PROPERTY OWNER.
ADDRESSING A MISALIGNED PUMP CAUSED BY IMPROPER INSTALLATION.
ADDRESSING LANDSCAPING MODIFICATIONS REQUESTED BY THE CITY.

4. **EXTENSION.** The contract documents are hereby extended and shall run through October 31, 2019.

5. COMPENSATION.

The City shall pay Murraysmith, Inc. a maximum additional amount not to exceed FIFTEEN THOUSAND AND NO/100 DOLLARS, (\$15,000.00) for everything furnished and done under this Contract Amendment/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 Amendment by having legally-binding representatives affix their signatures below.

MURRAYSMITH, INC

By _____
Signature Date

Joseph Foote
Type or Print Name

Senior Engineer
Title

Joe.foote@msa-ep.com
E-Mail Address

Attest:

City Clerk Date

CITY OF SPOKANE

By _____
Signature Date

David Condon
Type or Print Name

Mayor
Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement: N/A

18-fip

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

07/29/2019

Date Rec'd

7/17/2019

Clerk's File #

OPR 2013-0132

Renews #Submitting Dept

PLANNING

Cross Ref #Contact Name/Phone

TERI STRIPES 625-6597

Project #Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Bid #Agenda Item Type

Contract Item

Requisition #

PE954/PE959

Agenda Item Name

0650 - AMENDMENT TO NEPDA INTERLOCAL OPERATING AGREEMENT

Agenda Wording

This Agreement Amendment is made & entered into by & between the City of Spokane as ("City"), a Washington municipal corporation, & Northeast Public Development Authority, a public corporation created pursuant to chapter 35.21 RCW, as ("Authority")

Summary (Background)

The original Agreement is revised to include the following: Section 8. Financial Relationship...8.4 To the extent authorized by the City Council through the adoption of the annual budget or through the adoption of a special budget ordinance, the City shall transfer funding to the Authority to fund staff and other operating expenses.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ \$233,000

0750-41700-58700-54451-20802

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

TRAUTMAN, HEATHER

Study SessionDivision Director

CORTRIGHT, CARLY

Other

PIES 7/22/19

Finance

ORLOB, KIMBERLY

Distribution ListLegal

PICCOLO, MIKE

tstripes@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

htrautman@spokanecity.org

Additional Approvals

korlob@spokanecity.org

Purchasing

mpiccolo@spokanecity.org

smsimmons@spokanecity.org

Briefing Paper

Public Infrastructure, Environment & Sustainability Committee

Division & Department:	Planning Economic Development Team
Subject:	Northeast Public Development Authority Operating Agreement
Date:	7/22/2019
Author (email & phone):	Department Director, Heather Trautman and Teri Stripes x6597
City Council Sponsor:	Ben Stuckart/Mike Fagan
Executive Sponsor:	Gavin Cooley
Committee(s) Impacted:	UE & PIES
Type of Agenda item:	X Consent Discussion Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	<p>Strategic Key Advancement of:</p> <p>Strategies and Tactics:</p> <ul style="list-style-type: none"> Invest in Key Neighborhoods and Business Centers; esp PDA's Invest in Key Public Amenities and Facilities Maximize Public Assets <p>Expected Outcomes:</p> <ul style="list-style-type: none"> Property values growing faster than historic averages We have created an environment to promote mixed income neighborhoods with a diverse range of housing options for all buyers Total public/private investment and job growth is higher in targeted areas compared with the region <p>Comprehensive Plan, Charter 7 Economic Development:</p> <p>ED 2 LAND AVAILABILITY FOR ECONOMIC ACTIVITIES Goal: Ensure that an adequate supply of useable industrial and commercial</p> <ul style="list-style-type: none"> Property is available for economic development activities. <p>ED 6 INFRASTRUCTURE Goal: Implement infrastructure maintenance and improvement programs that support new and existing business and that reinforce Spokane's position as a regional center.</p> <p>ED 7 REGULATORY ENVIRONMENT AND TAX STRUCTURE Goal: Create a regulatory environment and tax structure that encourage investment, nurture economic activity, and promote a good business climate.</p> <ul style="list-style-type: none"> ED 7.4 Tax Incentives for Land Improvement <i>Support a tax structure that encourages business investment and construction where infrastructure exists, especially in centers or other target areas for development.</i> ED 7.5 Tax Incentives for Renovation <i>Use tax incentives and investments to encourage revitalization, modernization, or rehabilitation of deteriorated</i>

	<i>residential and commercial properties and buildings for new economic activity.</i>
Strategic Initiative:	See above Alignment with Urban Edge
Deadline:	July 31, 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Amendment of the Public Development Authority Agreement
<u>Background Summary:</u> Because of the City County Inter Local Agreement negotiation and contract not moving forward, we need to amend a 2013 agreement with the Northeast Public Development Authority (NEPDA) that outlines and authorizes the City to transfer the funds to the NEPDA.	
<u>Executive Summary:</u> Amendment to a 2013 Inter Local Agreement with the Northeast Public Development Authority (NEPDA), that identifies and authorizes the transfer of funds to the NEPDA	
<u>Budget Impact:</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No #0750-41700-58700-54451-20802 Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Other budget impacts: (revenue generating, match requirements, etc.)	
<u>Operations Impact:</u> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify changes required: ORD amendment Known challenges/barriers:	



City of Spokane
**AMENDMENT TO
INTERLOCAL OPERATING AGREEMENT**

Title: **NORTHEAST PUBLIC
DEVELOPMENT AUTHORITY**

This Agreement Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Northeast Public Development Authority**, a public corporation created pursuant to chapter 35.21 RCW, as ("Authority"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into an Interlocal Agreement regarding the operation of the Northeast Public Development Authority (the Authority); and

WHEREAS, the City has allocated funding for the operation and staffing costs of the Authority; and

WHEREAS, the original Agreement needs to be formally Amended by this written document to set forth the process to transfer the funding to the Authority; and

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

1. CONTRACT DOCUMENTS.

The Agreement, dated February 27, 2013, and any previous amendments, addendums and/or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on August 1, 2019.

3. AMENDMENT.

The original Agreement is revised to include the following:

Section 8. Financial Relationship

...

8.4.1 To the extent authorized by the City Council through the adoption of the annual budget or through the adoption of a special budget ordinance, the City

shall transfer funding to the Authority to fund staff and other operating expenses.

8.4.2 The initial contributions authorized through the City Council's adoption of the annual budget consists of \$50,000 from 2017, \$133,000 from 2018 and \$50,000 from 2019 for a total of \$233,000 to be transferred. Future transfers shall be dependent upon the budgetary action of the City Council.

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

**NORTHEAST PUBLIC
DEVELOPMENT AUTHORITY**

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

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

07/29/2019

Date Rec'd

7/11/2019

Clerk's File #

ORD C35800

Renews #

Submitting Dept

STREETS

Cross Ref #

Contact Name/Phone

CLINT HARRIS 625-7744

Project #

Contact E-Mail

CEHARRIS@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

1100 - SBO SMALL AREA CONCRETE REPAIR POSITION

Agenda Wording

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane.

Summary (Background)

The City Public Works Departments are utilizing an annual contract to complete small area concrete work. This annual contract has increased from \$175K in 2018 to \$350K in 2019. The request is to add a Bridge Maintainer II crewmember to the Street Department Bridge crew to complete small concrete projects for Public Works Departments. Position will benefit the Public Works Department to complete small concrete projects in a timely manner.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ 40,501

Various

Revenue \$ 40,501

1100-21900-99999-34919-99999

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

HARRIS, CLINT E.

Study Session

PIES 7/22

Division Director

SIMMONS, SCOTT M.

OtherFinance

ORLOB, KIMBERLY

Distribution ListLegal

SCHOEDEL, ELIZABETH

ceharris

For the Mayor

ORMSBY, MICHAEL

nzollinger

Additional Approvals

jlargent

Purchasing

korlob

ORDINANCE NO C35800

An ordinance amending Ordinance No. C-35703, passed by the City Council December 10, 2018, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2019, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2019, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2019 budget Ordinance No. C-35703, as above entitled, and which passed the City Council December 10, 2018, it is necessary to make changes in the appropriations of the Street 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 Street Fund, and the budget annexed thereto with reference to the Street Fund, the following changes be made:

FROM:	1100-21900	Street Department – Bridge Maintenance	
	99999-34919	IF Other General Govt Services	\$40,501
TO:	1100-21900	Street Department – Bridge Maintenance	
	42500-05660	Bridge Maintainer II (from 1.5 to 2.5 positions)	28,771
	42500-52110	Social Security	2,201
	42500-52210	Retirement	2,230
	42500-52310	Medical Insurance	5,950
	42500-42320	Dental Insurance	525
	42500-52330	Life Insurance	172
	42500-52400	Industrial Insurance	52
	42500-51640	Deferred Comp	<u>600</u>
			<u>\$40,501</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 a Bridge Maintainer II to complete small area concrete work due to the increased costs of contracting this work out, 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

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	Street
Subject:	Bridge Maintainer II Position
Date:	7/9/19
Contact (email & phone):	ceharris@spokanecity.org 625-7744
City Council Sponsor:	Breean Beggs
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome:	Increase staffing by 1 FTE to complete small area concrete work.
Background/History: The City Public Works Departments are utilizing an annual contract to complete small area concrete work. This annual contract has increased from \$175K in 2018 to \$350K in 2019. The request is to add a Bridge Maintainer II crewmember to the Street Department Bridge crew to complete small concrete projects for Public Works Departments. Position will benefit the Public Works Department to complete small concrete projects in a timely manner.	
Executive Summary: <ul style="list-style-type: none"> • Position will complete small concrete projects for other Public Works Departments • Interfund billing will support the increase costs for the new position. • Existing tools/equipment will be utilized to minimize startup costs • Small concrete projects will be easier to schedule/complete • A Special Budget Ordinance will be brought to Council for approval of the position add. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Street Department Budget: Offset by interfund billings to departments receiving services. Other budget impacts: (revenue generating, match requirements, etc.)	
Operations Impact: 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:**

07/22/2019

Date Rec'd	7/10/2019
Clerk's File #	RES 2019-0053
Renews #	

Submitting Dept	CITY COUNCIL	Cross Ref #	
Contact Name/Phone	LORI 625-6261	Project #	
Contact E-Mail	LKINNEAR@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0320 - RESOLUTION REQUESTING MOVE OF DOWNTOWN POLICE PRECINCT		

Agenda Wording

A resolution seeking to reorient toward community policing in downtown Spokane.

Summary (Background)

Until late 2015, we had a police precinct in the heart of downtown Spokane. Neighborhood policing - in which officers interact more often and in better ways with residents - requires that we have the constant presence that a precinct provides. This resolution requests the police department move the precinct back to where it is needed - the heart of downtown - and use that location to engage in community and neighborhood policing strategies that will improve both actual and perceived safety.

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

Expense	\$ TBD	# TBD
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCCLATCHEY, BRIAN	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	Finance Comm.,
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	ORMSBY, MICHAEL		

Additional Approvals

<u>Purchasing</u>		

RESOLUTION NO. 2019-_____

A resolution seeking to reorient toward community policing in downtown Spokane.

WHEREAS, downtown Spokane is the regional center for living, working, visiting, and taking advantage of our city's best amenities; and

WHEREAS, as such, it is imperative that downtown Spokane both actually be, and be perceived to be, a safe environment for all; and

WHEREAS, community policing, in which officers on bike or on foot, facilitate more and better interactions between officers and individuals in the neighborhood – including residents, business owners, workers, commuters, tourists, and people experiencing homelessness – is a proven and highly effective model for doing that; and

WHEREAS, to make community policing work, the Spokane Police Department ("SPD") must move its downtown precinct office back to the heart of downtown Spokane; and

WHEREAS, in December, 2015, the City Administration decided to move the downtown police precinct out of the heart of downtown Spokane over the objections of the downtown stakeholders and law enforcement and instead place it outside the downtown core at the Intermodal Center; and

WHEREAS, unfortunately, that decision was made without the input of STA, the Downtown Spokane Partnership, or the City Council; and

WHEREAS, from the onset, it was clear that the decision to remove a police precinct from the center of downtown Spokane was not working as intended, as downtown stakeholders, business owners, and Spokane residents have consistently maintained that downtown Spokane needs a constant police presence; and

WHEREAS, the City Council and residents of Spokane believe that strengthening both the safety and the perception of safety downtown is of the utmost priority for our community.

NOW THEREFORE, BE IT RESOLVED that the Spokane City Council requests that the Spokane Police Department undertake the following:

- Place a police precinct office back in the heart of downtown Spokane; and
- Implement a community policing model in downtown Spokane, including at a minimum, frequent walking and/or bicycling patrols.

Passed by the City Council this ____ day of _____, 2019.

City Clerk

Approved as to form:

Assistant City Attorney

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

07/29/2019

Date Rec'd	7/2/2019
Clerk's File #	RES 2019-0055
Renews #	

Submitting Dept	WASTEWATER MANAGEMENT	Cross Ref #	
Contact Name/Phone	MIKE CANNON 625-4642	Project #	
Contact E-Mail	MCANNON@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	VALUE BLANKET
Agenda Item Name	4320 - RESOLUTION WITH PURCHASE - HUBER TECHNOLOGY, INC.		

Agenda Wording

Council approval of a sole source resolution and purchase of Huber Technology equipment, parts and service. The total cost for these replacement parts and installation over the next 5 years is \$1,102,000.00.

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.

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

Expense	\$ \$92,000.00	# 4320.43230.35148.54803
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Expense	\$ \$1,010,000.00	# 4320.43290.35148.54803
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Select	\$	#
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Select	\$	#
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Approvals	Council Notifications
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<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u>	
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<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 7/22/19
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<u>Finance</u>	KECK, KATHLEEN	Distribution List	
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<u>Legal</u>	ODLE, MARI	hbarnhart@spokanecity.org	
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<u>For the Mayor</u>	SANDERS, THERESA	kkeck@spokanecity.org	
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Additional Approvals	mhughes@spokanecity.org		
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<u>Purchasing</u>	PRINCE, THEA		
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		Tax & Licenses	
--	--	----------------	--

		tprince@spokanecity.org	
--	--	-------------------------	--

		janderson@spokanecity.org	
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Briefing Paper

Public Infrastructure, Environment, and Sustainability

Division & Department:	Public Works and Utilities
Subject:	Resolution with purchase for Huber Technology, Equipment, Parts and Service
Date:	7/22/19
Contact (email & phone):	Michael Cannon, Assistant Plant Manager, 625-4642 mcannon@spokanecity.org
City Council Sponsor:	
Executive Sponsor:	Scott Simmons, Director, Public Works
Committee(s) Impacted:	PIES
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	
Strategic Initiative:	
Deadline:	August 1 st , 2019
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of a sole source resolution and purchase of Huber Technology equipment, parts and service which is 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 Technology, of Huntersville, NC is the manufacturer and distributor. The total cost for these replacement parts and installation over the next 5 years is \$1,102,000.00.

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 Huber equipment, parts and service 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:

RESOLUTION 2019-0055

A RESOLUTION declaring Huber Technology, Inc. a sole source provider and authorizing the purchase of SE EscaMax Fine Screen and HydroPress Washer Compactor Parts and Service for \$1,102,000.00 without public bidding for a period of five (5) years.

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 2019 public bid limit of \$50,000 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 \$1,102,000.00 without public bidding for a period of five (5) years.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

Billing Address

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

Delivery Address

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

OFFER: **71005896 / V1**
Project: Spokane, WA (289328)

Your Letter/Your Reference:

Date printed: Jun 5, 2019
Our Reference: Anthony, Cedric
Phone: +1-704-990-2408
Fax:
Email: Cedric.Anthony@hhusa.net

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

Pos	Qty	Unit	Item Description	Country of origin HS-Code	Price USD Discount (%)	Total USD Tax (%)
10/1	25.00	pcs	50141467 screening element W1580 EscaMax (long)	84219990	2,036.43 30%	35,637.52 8.9%
20/1	20.00	pcs	50141464 screening element W1566 EscaMax (short)	84219990	2,036.43 30%	28,510.02 8.9%
30/1	10.00	pcs	50141460 screening element segment rake W1566 EscaMax	84219990	2,871.33 30%	20,099.31 8.9%
40/1	1.00	pcs	410200 Freight		200.00	200.00 8.9%
					Total net	84,446.85
					including Tax	7,515.77
					Total gross	91,962.62

Quotation No: **71005896**

Date: Jun 5, 2019

Page: 2 (7)

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

Best regards

Anthony, Cedric

Huber Technology, Inc.

Quotation No: 71005896
Date: Jun 5, 2019
Page: 3 (7)

Aftermarket Sales & Service Rates 2019

Field Service Base Rates

Continental U.S., Mexico and Canada.....	\$145.00 per hour
Outside Continental U.S., Mexico and Canada.....	\$217.50 per hour

Training

Product Training..... **\$145.00 per hour**

Travel

Travel (time).....	\$110.00 per hour
Mileage.....	\$0.58 per mile

Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware..... **\$145.00 per hour**

Premium Rates

Overtime rate (in excess of 8 hours per day).....	\$217.50 per hour
Standby rate.....	Applicable base rate
Double time rate (Sunday, Holiday, or in excess of 12 hours).....	\$295.00 per hour

Expenses

Travel and accommodations.....	Actual cost
Per Diem.....	Business Rate Plan 1.. \$60.00 per day
	High Cost Area Rate 2.. \$70.00 per day
Service Truck Rate	\$80.00 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**

Quotation No: 71005896

Date: Jun 5, 2019

Page: 4 (7)

Aftermarket Sales & Service Rates 2019

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 2019.

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

Quotation No: 71005896

Date: Jun 5, 2019

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Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any **original** Huber part (mechanical or electrical) for a period of:

A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) 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:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) 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 part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), 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 the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes 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 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, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.
- **Exception:**
The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

Quotation No: 71005896

Date: Jun 5, 2019

Page: 6 (7)

owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s).
warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

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

Quotation No: 71005896
Date: Jun 5, 2019
Page: 7 (7)

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. 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

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

07/22/2019

Date Rec'd

7/3/2019

Clerk's File #

ORD C35798

Renews #Submitting Dept

DEVELOPER SERVICES CENTER

Cross Ref #Contact Name/Phone

ELDON BROWN 6305

Project #Contact E-Mail

EBROWN@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

4700- ORDINANCE AMENDMENT FOR LACROSSE REGAL TO COOK VACATION

Agenda Wording

An ordinance amending Ordinance C-15326 that vacated LaCrosse from Regal to Cook and reserved an easement for a water main.

Summary (Background)

City Council passed the vacation Ordinance on March 10, 1958. At that time an easement was retained over the entire street for a water main that existed at the time. The water main has since been abandoned and Shaw Middle School would like to build a campus expansion in the area.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

BECKER, KRIS

Study SessionUrban Experience
11/12/18**Division Director**

CORTRIGHT, CARLY

Other**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

RICHTMAN, JAMES

ebrown@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

edjohnson@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

ccortright@spokanecity.org


dnorman@spokanecity.org

korlob@spokanecity.org

Amending Ordinance C-15326



Legend

 Easement Reserved Under Ordinance C-15326 to be removed



THIS IS NOT A LEGAL DOCUMENT
This information is for informational purposes only and should not be used as a basis for any legal action. It is not a guarantee of any kind. The information is provided as is, without warranty of any kind, express or implied. The information is not to be used for any purpose other than for informational purposes only.

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. _____

An ordinance vacating a portion of "E" Street, and vacating portions of Rockwell Avenue, LaCrosse Avenue, Walton Avenue and Lacey Street, in the City of Spokane.

The City of Spokane does ordain:

Section 1. That "E" Street, in the City of Spokane, from the south line of Hartson Avenue to the north line of 7th Avenue, be, and the same is hereby, vacated, provided, however, that the City of Spokane reserves an easement or the right to exercise and grant easements for the construction, maintenance and replacement of the facilities of the Washington Water Power Company as now existing in said street.

Section 2. That the following described portions of Rockwell Avenue, LaCrosse Avenue, Walton Avenue, and Lacey Street, in the City of Spokane, be, and the same are hereby, vacated, namely:

Rockwell Avenue, from the west line of Regal Street to the east line of Cook Street;

LaCrosse Avenue, from the west line of Regal Street to the east line of Cook Street;
~~provided, however, the City of Spokane reserves unto itself an easement for the maintenance, reconstruction and replacement of a 24-inch water main in said LaCrosse Avenue at the existing location;~~

Walton Avenue, from the west line of Regal Street to the east line of Cook Street; and,

Lacey Street, from the south line of Rich Avenue to the north line of Garland Avenue.

Section 3. This ordinance shall take effect and be in force thirty days from and after its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

RECEIVED

JUL 10 2019

CITY CLERK'S OFFICE

TRANSMITTAL OF FIRST READING ORDINANCE

DATE: September 28, 2018

TO: Eric Johnson
Engineering Services

Clerk's File No.
ORD C35670

FROM: Terri Pfister, City Clerk

RE: Vacation of the alley between Sprague Avenue and 1st Avenue.

Attached is a copy of Ordinance C35669 for the vacation of:

the alley between Sprague Avenue and 1st Avenue.

This ordinance was read for the first time on August 13, 2018, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



City Clerk

2/4/19

Date

Precedent conditions have been met and Ordinance C35670 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 7/10/19



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

August 13, 2018

City Clerk File No.:
ORD C35670
CR: RES 2018-0065


COUNCIL ACTION MEMORANDUM

RE: HEARING ON THE VACATION OF THE ALLEY BETWEEN SPRAGUE AVENUE AND FIRST AVENUE, BETWEEN LEE STREET AND STONE STREET AS REQUESTED BY VANESSA BEHAN CRISIS CENTER and RELATED FIRST READING ORDINANCE C35670

During its 6:00 p.m. Legislative Session held Monday, August 13, 2018, City Council held a hearing on the vacation of the alley between Sprague Avenue and First Avenue between Lee Street and Stone Street as requested by Vanessa Behan Crisis Center. Subsequent to public testimony from one individual and Council and staff commentary, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated July 10, 2018), the vacation of the alley between Sprague Avenue and First Avenue between Lee Street and Stone Street.

In conjunction with the hearing, Ordinance C35670—vacating the alley between Sprague Avenue and First Avenue from the east line of Lee Street to west line of Stone Street—was read the first time, with further action deferred.


Terri L. Pfister, MMC
Spokane City Clerk

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

08/13/2018

Date Rec'd	7/31/2018
Clerk's File #	ORD C35670
Renews #	
Cross Ref #	RES 2018-0065
Project #	
Bid #	
Requisition #	

Submitting Dept DEVELOPER SERVICES CENTER**Contact Name/Phone** ELDON BROWN 625-6305**Contact E-Mail** EBROWN@SPOKANECITY.ORG**Agenda Item Type** Hearings**Agenda Item Name** 4700 - HEARING FOR VACATION OF SPRAGUE AND 1ST AVE**Agenda Wording**

Vacation of the alley between Sprague Ave and 1st Ave, between Lee St. and Stone St. as requested by Vanessa Behan Crisis Center.

Summary (Background)

At its legislative session held on July 23, 2018, the City Council set a hearing on the above vacation for August 13, 2018. Staff has solicited responses from all concerned parties.

Fiscal Impact Grant related? NO
Public Works? NO

Budget Account

Neutral \$ #

Select \$ #

Select \$ #

Select \$ #

Approvals**Dept Head** BECKER, KRIS**Division Director** KINDER, DAWN**Finance** ORLOB, KIMBERLY**Legal** RICHMAN, JAMES**For the Mayor** SANDERS, THERESA**Additional Approvals****Purchasing****Council Notifications****Study Session** P.I.E.S 3/26/18**Other****Distribution List**

ebrown@spokanecity.org

edjohnson@spokanecity.org

kbecker@spokanecity.org

krichards@spokanecity.org

FIRST READING OF THE ABOVE
ORDINANCE HELD ON

8/13/2018

AND FURTHER ACTION WAS DEFERRED

CITY CLERK

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C35670

An ordinance vacating the alley between Sprague Avenue and 1st Avenue, from the east line of Lee Street to the west line of Stone Street;

WHEREAS, a petition for the vacation of the alley between Sprague Avenue and 1st Avenue, from the east line of Lee Street to the west line of Stone Street has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

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

The City of Spokane does ordain:

Section 1. That the alley between Sprague Avenue and 1st Avenue, from the east line of Lee Street to the west line of Stone Street is hereby vacated. Parcel number not assigned.

Section 2. An easement is reserved and retained over and through the entire vacated area for the utility services of Avista, CenturyLink, Comcast, Zayo Communications, and the City of Spokane to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____



CITY OF SPOKANE
PLANNING & DEVELOPMENT

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

STREET VACATION REPORT
July 10, 2018

LOCATION: Alley between Lee and Stone, from 1st to Sprague

PROPONENT: Vanessa Behan Crisis Center

PURPOSE: Consolidate property

HEARING: August 13, 2018

REPORTS:

AVISTA UTILITIES – I have reviewed the requested vacation and Avista Utilities has electrical and gas facilities in the proposed vacated area. Please reserve a 16' wide easement for serving utilities as indicated on attached.

COMCAST – Comcast has reviewed the vacation request. Enclosed is a map showing our cable plant in this area. As you can see we have Fiber and Coax running down this easement. So we can't approve this vacation, due to needing access to our plant.

ZAYO COMMUNICATIONS – Zayo is in this location on the utility poles.

CENTURYLINK – Per our conversation we have aerial services going through the alley between Stone and Lee, please reserve easements upon sale.

INLAND POWER & LIGHT – Inland Power and Light has no facilities within the proposed area to be vacated.

ASSET MANAGEMENT - CAPITAL PROGRAMS – There is a 10-inch active sewer line in the alley. A 30-foot easement will be required as well as limiting construction of any permanent facility in the easement.

FIRE DEPARTMENT – Fire has no objections

NEIGHBORHOOD SERVICES – No comments

XO COMMUNICATIONS – XO Comm. is clear and has no interest concerning this property.

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES – No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – I have no issues with this proposed street vacation.

PLANNING & DEVELOPMENT – PLANNING – Alley connectivity will be severed, and there are utilities in the alley currently.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – No comments

STREET DEPARTMENT – I don't see any concerns from a street perspective.

WASTEWATER MANAGEMENT – The city has a sanitary main running roughly down the center of the proposed vacation area. Our assessment at Wastewater Management is that we could not support this vacation without the City retaining a 30' no build easement over that sanitary main in order to provide access for possible service and repair work on that line. In addition, should the vacation be granted, onsite runoff would be required to be maintained and treated on site by the property owner.

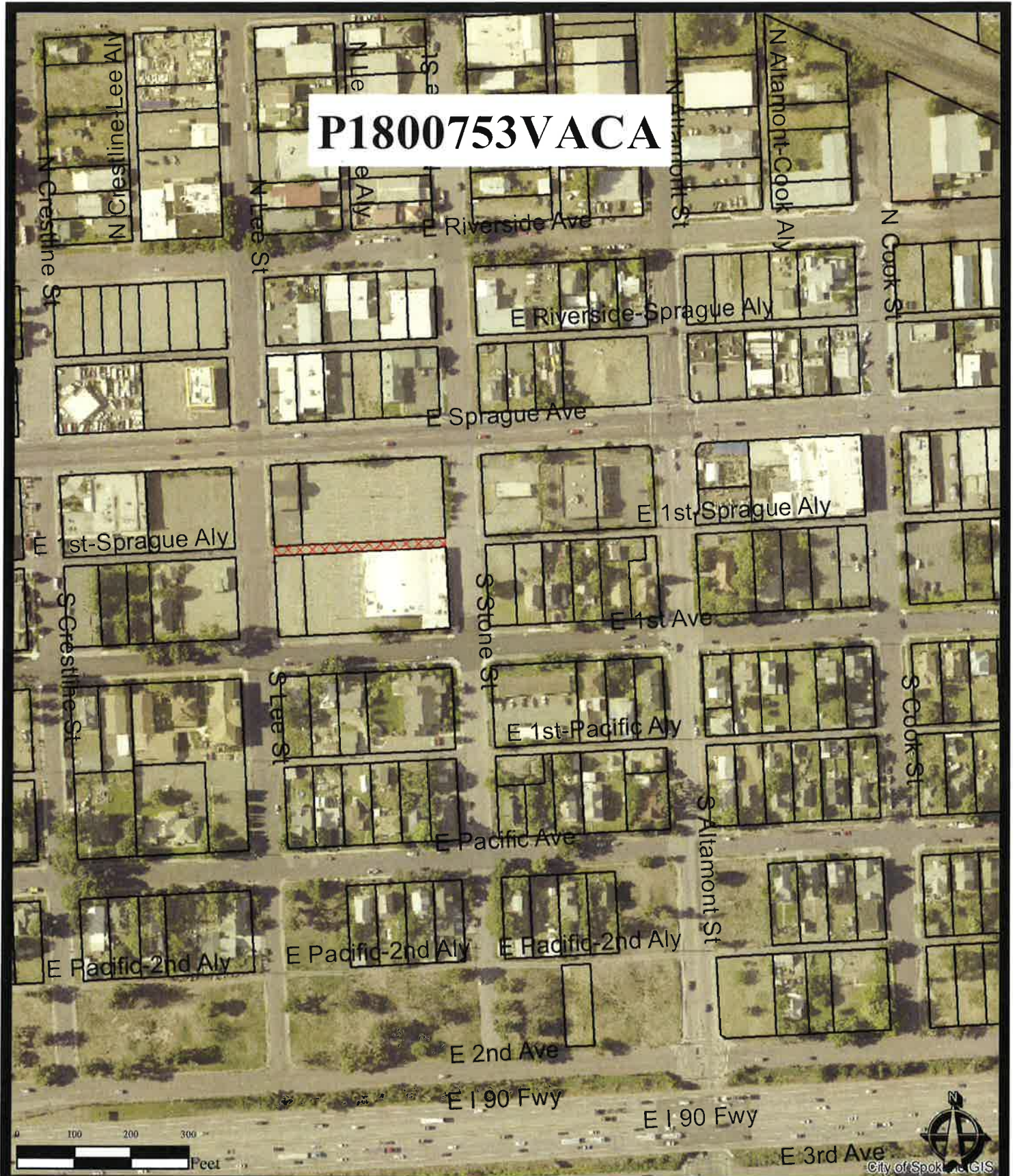
WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

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

1. An easement as requested by Century Link, Avista Utilities, Comcast, CenturyLink, Zayo Communications, and the City of Spokane shall be retained to protect existing and future utilities.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. Closure work shall be completed at each end of the alley. If closure cannot be completed prior to the finalization of the vacation, a bond must be in place for the work.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is

P1800753VACA



Right of Way Description:
Vacation of the alley between Sprague Ave and 1st Ave, from Lee St. to Stone St.

Legend

 Vacation Area

THIS IS NOT A LEGAL DOCUMENT.
 The information shown on this map is compiled from various sources and is subject to future revision. Information shown on this map should not be used to determine the location of facilities or to determine property lines, easement lines, etc.




calculated to be \$19,000.00 and is to be deposited to Budget Account #3200 49199 99999 39510.

5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2019**.

Eldon Brown, P.E.
Principal Engineer – Planning & Development

EDJ/edj

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

 Agenda Sheet for City Council Meeting of* ? 08/13/2018 Briefing date: 08/13/2018 ? Status: DEPT HEAD REVIEW		? Date Rec'd (Clerk use only) 7/31/2018
		? Clerk's File #
		? Renewals #
Submitting Dept*:	DEVELOPER SERVICES CENTE	? Cross Ref #
Contact Name & Phone*:	ELDON BROWN 625-6305	? Project #
? Contact E-Mail*	EBROWN@SPOKANECITY.ORG	? Bid #
? Add'l Docs Attached? <input checked="" type="checkbox"/>	Hearings	? Requisition #
? Agenda Item Name: Begin with Dept # 4700 - HEARING FOR VACATION OF SPRAGUE AND 1ST AVE		
? Agenda Wording*: (42 character max) <input type="checkbox"/> Additional attached? Resolution setting hearing before the City Council for August 13, 2018 for the vacation of the alley between Sprague Ave and 1st Ave, between Lee St. and Stone St. as requested by Vanessa Behan Crisis Center.		
? Summary (Background)*: (318 character max.) <input type="checkbox"/> Additional attached? At its legislative session held on July 23, 2018, the City Council set a hearing on the above vacation for August 13, 2018. Staff has solicited responses from all concerned parties.		
? Fiscal Impact Grant related? Yes <input type="radio"/> No <input checked="" type="radio"/> Public Works? Yes <input type="radio"/> No <input checked="" type="radio"/>		
? Budget Account <input type="checkbox"/> Additional attached?		
Neutral <input type="checkbox"/> \$	<input type="text"/>	# <input type="text"/>
Select <input type="checkbox"/> \$	<input type="text"/>	# <input type="text"/>
Select <input type="checkbox"/> \$	<input type="text"/>	# <input type="text"/>
Select <input type="checkbox"/> \$	<input type="text"/>	# <input type="text"/>
? Approvals		? Council Notifications (Date) <input type="checkbox"/> None
Dept Head	<input type="text"/>	Study Session P.I.E.S 3/26/18
Division Director	<input type="text"/>	Other
Finance	<input type="text"/>	? Distribution List (Emails preferred) <input type="checkbox"/> Additional?
Legal	<input type="text"/>	ebrown@spokanecity.org
For the Mayor	<input type="text"/>	edjohnson@spokanecity.org
? Additional Approvals		kbecker@spokanecity.org
Purchasing	<input type="text"/>	krichards@spokanecity.org
Select Dept 1	<input type="text"/>	<input type="text"/>
Select Dept 2	<input type="text"/>	<input type="text"/>
Select Dept 3	<input type="text"/>	<input type="text"/>
Save	Cancel	View Related Documents

DISTRIBUTION LIST
LEE & SPRAGUE STREET VACATION

POLICE DEPARTMENT

ATTN: SGT CHUCK REISENAUER

FIRE DEPARTMENT

ATTN: MIKE MILLER
MEGAN PHILLIPS

CURRENT PLANNING

ATTN: TAMI PALMQUIST
DAVE COMPTON

WATER DEPARTMENT

ATTN: JOHN SAYWERS
DAN KEGLEY
JAMES SAKAMOTO
LOREN SEARL
CHRIS PETERSCHMIDT

STREETS

ATTN: MARK SERBOUSEK
DAUN DOUGLAS

TRANSPORTATION OPERATIONS

ATTN: BOB TURNER

PLANNING & DEVELOPMENT

ATTN: ELDON BROWN
JOELIE ELIASON

CONSTRUCTION MANAGEMENT

ATTN: KEN BROWN

INTEGRATED CAPITAL MANAGEMENT

ATTN: KATHERINE MILLER

WASTEWATER MANAGEMENT

ATTN: BILL PEACOCK

PARKS & RECREATION DEPARTMENT

ATTN: LEROY EADIE

NEIGHBORHOOD SERVICES

ATTN: DAWN KINDER
HEATHER TRAUTMAN

BICYCLE ADVISORY BOARD

ATTN: LOUIS MEULER

SOLID WASTE MANAGEMENT

ATTN: CHUCK CONKLIN

CITY CLERK'S OFFICE

ATTN: JACQUELINE FAUGHT

PUBLIC WORKS

ATTN: SCOTT SIMMONS
MARCIA DAVIS

NEIGHBORHOOD COUNCIL

Eastcentralneighborhood.chair@gmail.com
Eastcentralneighborhood.vice@gmail.com
Eastcentralneighborhood.carep@gmail.com

**- SEE ATTACHED MAILING LABELS FOR
THE FOLLOWING RECIPIENTS AND
PROPERTY OWNERS -**

AVISTA UTILITIES

ATTN: ROD PRICE
RANDY MYHRE

COMCAST DESIGN & CONSTRUCTION

ATTN: BRYAN RICHARDSON

CENTURY LINK

ATTN: KAREN STODDARD

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

07/29/2019

Date Rec'd

7/8/2019

Clerk's File #

ORD C35797

Renews #Submitting Dept

PLANNING

Cross Ref #Contact Name/Phone

TERI STRIPES 625-6597

Project #Contact E-Mail

TSTRIPES@SPOKANECITY.ORG

Bid #Agenda Item Type

First Reading Ordinance

Requisition #Agenda Item Name

0650 - AMENDING MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION BOUNDARY

Agenda Wording

AN ORDINANCE RELATING TO MULTIPLE FAMILY HOUSING PROPERTY TAX EXEMPTION BOUNDARY;
AMENDING SMC SECTION 8.15.020.

Summary (Background)

IN RESPONSE TO THE HOUSING CHOICE SHORTAGE IN SPOKANE IT IS THE DESIRE OF THE CITY TO EXPAND THE MFTE BOUNDARY TO INCENTIVIZES THE CREATION OF NEW HOUSING IN TARGETED AREAS AND FOLLOWING NOTICE AND PUBLIC HEARING AS PRESCRIBED IN RCW 84.14.040, THE COUNCIL MAY DESIGNATE ONE OR MORE RESIDENTIAL TARGETED AREAS, UPON A FINDING BY THE COUNCIL IN ITS SOLE DISCRETION.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil Notifications**Dept Head**

TRAUTMAN, HEATHER

Study Session**Division Director**

CORTRIGHT, CARLY

OtherUrban Development
3/11/19**Finance**

ORLOB, KIMBERLY

Distribution List**Legal**

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For the Mayor

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Purchasing

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abrast@spokanecity.org

sbishop@spokanecity.org

ORDINANCE NO. C-35797

An ordinance relating to multiple family housing property tax exemption; amending SMC section 8.15.020.

The City of Spokane does ordain:

Section 1. That SMC section 8.15.020 is amended to read as follows:

8.15.030 Residential Targeted Areas – Criteria – Designation

- A. Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas, upon a finding by the council in its sole discretion that the residential targeted area meets the following criteria:
 - 1. The residential targeted area is within an urban center.
 - 2. The residential targeted area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
 - 3. Providing additional housing opportunity, including affordable housing, in the residential targeted area will assist in achieving one or more of the following purposes:
 - a. Encourage increased residential opportunities within the City, including mixed-income and affordable housing opportunities; or
 - b. Stimulate the construction of new multifamily housing; or
 - c. Encourage the rehabilitation of existing vacant and underutilized buildings for multifamily housing.
- B. In designating a residential targeted area, the council may also consider other factors, including whether:
 - 1. additional housing, including affordable housing units, in the residential targeted area will attract and maintain an increase in the number of permanent residents;
 - 2. an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under chapter 36.70A RCW, as implemented through the City's current and future comprehensive plans;
 - 3. encouraging additional housing in the residential targeted area is consistent with public transportation plans; or
 - 4. additional housing may contribute to revitalization of a distressed neighborhood or area within the City.
- C. At any time the council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.

D. The following area ((~~areas~~)), as shown in Attachment A, is ((~~are~~)) designated as a residential targeted area ((~~areas~~)) under this chapter:

1. Spokane's MFTE
- ((1. ~~Downtown~~
2. ~~University District~~
3. ~~South University District~~
4. ~~Kendall Yards~~
5. ~~Monroe Corridor~~
6. ~~Market Corridor~~
7. ~~Division Corridor~~
8. ~~Hamilton/Nevada Corridor~~
9. ~~East Sprague Targeted Investment Pilot~~
10. ~~Lower South Hill~~))

E. If a part of any legal lot is within a designated residential targeted area with zoning allowing for construction of multifamily housing, Centers and Corridors Zones: CC1, CC2, CC3 overlay, and CC4, Residential Zones: RMF, RHD and Commercial Zones: DTG, DTU, DTS, DTC, CA1, CA2, CA3, CA4, O, OR, NR, NMU, CB, GC and where multi-family housing is allowed in LI as shown in Attachment A, then the entire lot shall be deemed to lie within such residential targeted area. The area ((~~areas~~)) designated as a residential targeted area ((~~areas~~)) is ((~~are~~)) bound by the streets described in Attachment A. Property located outside of, but adjacent to, the described area ((~~areas~~)) is not designated as a residential targeted area ((~~areas~~)).

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper
Planning Services Department
Economic Development Team
June 17, 2019

Subject

This briefing was requested to report on the value of the Multi-Family Tax Exemption (MFTE) to the community and to examine if MFTE boundary changes should be made. These questions are similar to the criteria considered during the required MFTE periodic update and program evaluation in 2017. The next formal periodic review, evaluation, and reauthorization process is not due again until 2022. In this briefing, we will draw upon the:

- MAC's 2015-2016 incentives recommendation
- past periodic reviews (last 2017),
- new projects that have come online since the last review,
- 2016 Lower South Hill boundary addition results,
- recommendations at the March 2019, UE Council Committee,
- alignment with other initiatives and incentives, Opportunity Zone, CCL and HPT,
- support of the Monroe and Hamilton corridor middle housing options,
- lack of available housing choices and concerning lower property values,
- statements from our Economic Development partners, brokers, and developers on the need for incentives, and
- anecdotal information collected by those who manage the incentive daily and work with the developers on their application.

Background

Why do we offer the MFTE incentive? RCW 36.70 was established by the state with the intent and authorization of cities, who have planned under GMA **to provide an infill incentive of a short-term property tax exemption for the long-term benefit of increasing urban housing densities and housing choices for all income levels.** As the only community east of the Cascades in WA authorized to utilize the incentive, it helps provide Spokane a competitive advantage over our the smaller surrounding communities of Spokane Valley, Liberty Lake, Deer Park, and even the surrounding County for infill development.

Value to the Community

What has the incentive accomplished within designated target zones over the years (first exempt project came online in 2005)?

- Infill development of varied housing:
 - Facilitated Condo Development in Downtown in early 2000
 - Got Kendall Yards off the ground with fee simple affordable townhomes in 2009
 - Built apartment complexes and single apartment buildings
 - Has provided middle housing infill of 4-12 units in neighborhoods

- The incentive has been used as both a rehab tool as well as new development tool (examples: 808 W Main and Kendall Yards).
- MFTE projects have been completed by layering incentives and funds with Historic Preservation and CDBG housing projects.
- Condominiums (owned and rented), apartments, and townhomes (owned and rented) have all been constructed using the tool.
- In talking with underwriters who are approving loans on an owner occupied MFTE units the incentive significantly helps someone qualify for the loan, especially on the affordable 12yr units, which often helps bring first time homebuyers into the market.
- Expands housing options at all income levels implementing Comp Plan Policies.

By the Numbers: Total Program Stats for 2020 tax year

- Total exempt value in all units in the program \$205.7M
 - Non Exempt Taxable Value \$48M
- Cost of the total exempt value to City revenues \$586k
- \$67.2New Construction value returned to taxable values between 2015-19
- Total units 1720 currently exempt
 - 12yr 846 units--both owned and rented
 - 8 yr 874 units--both owned and rented
 - 232 Fee Simple Units (townhomes and condos)
 - 1488 Rentals (apartments)

How many acres of MFTE eligible?

- Existing MFTE: 3,337.6 acres (7.49 percent of the City)
- Additional MFTE Proposed: 1,589.2 acres (3.57 percent of the City)
- TOTAL MFTE If Approved: 4,926.8 acres (11.06 percent of the City)

2016 Lower South Hill Addition

Review of the Lower South Hill infill area reveals the pent-up demand for assistance in helping infill projects pencil.

Since mid-2016, thirty-six new 12-year units have been constructed along with six 8-year units.

However, the following projects are under construction and will receive final MFTE this year. This will provide an additional 59 units:

- Scott St Apartments (15 units, 12-year)
- Kosta 4-Plex (12-year)
- Nine's on Ninth (9-units, unknown length of exemption)
- Barnes 4-Plex (12-year)
- Hansen Apartments (4-units, 12-year)
- Blaine St Townhomes (9-units, 12 year)
- Garfield & Hartson Townhomes (14-units, 8-year)

This area also now aligns with the new Federal Opportunity Zones of the Lower South Hill and we are in consultation with three projects that will be making OZ investments and utilizing the MFTE in this area in the coming months.

Similar infill development and redevelopment is anticipated in other Qualified Opportunity Zones such as the University District, Hillyard, West Central, Sprague, and the North Bank. We know this because of consultations held on other future projects. It takes time to pull a project together but investors are getting anxious to move because of the reinvestment window on capital gains.

Policies

- 36.70A RCW Housing. **Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.**
- City of Spokane Comp Plan: LU 3 EFFICIENT LAND USE Goal: **Promote the efficient use of land by the use of incentives, density and mixed-use development in proximity to retail businesses, public services, places of work, and transportation systems.**
- City of Spokane Comp Plan: H 2 HOUSING CHOICE AND DIVERSITY Goal: **Increase the number of housing alternatives within all areas of the city to help meet the changing needs and preferences of a diverse population.**

Recommendations

- Continue the MAC's 2016 recommendation of incentivizing infill development including housing development in the core of the city, where such development is more costly.
- Expand the current MFTE boundary slightly, where it overlaps with Federal Opportunity Zone designation and the CCL and HPT growth opportunities. Leading to many small adjustments in several areas where the underlying zoning allows for multifamily construction.
- Now that condominium laws are a little more flexible, the incentive may encourage more fee simple condominiums and townhomes—helping fill the gap in middle housing. Before the regulations became too strict, this was the product the market was using the incentive to build.
- Include Light Industrial zoned land with a CC3 overlay properties in West Central and around Foothills, which allows for housing. These smaller CC3 Overlay properties may develop better as housing than small lot manufacturing, which will also reduce blight. The Foothills area will also have proximity to the new school.
- At the UE Committee meeting in March, Council felt the Maple/Ash Corridor and Sprague area should be expanded because available land, transit service, depressed values, Opportunity Zone designation, etc.
- Change the language in the code to merge all 11 target areas into one target area to eliminate confusion. In the code we now name the eligible Zoning categories within the target area where MF can be constructed—the boundaries are aligned with streets, and include ineligible properties, so this clarification will help provide certainty to the development community

- Being the only community capable of offering the incentive on the east side of the state, we should use utilize the incentive to provide Spokane a competitive advantage over our the smaller surrounding communities Spokane Valley, Liberty Lake, Deer Park, and even the surrounding County to encourage infill growth, and build to the urban densities important to our economic growth and vitality.

Statements on the importance of incentives to projects

Our building was essentially abandoned for 40 years and required extensive renovations and upgrades to meet modern requirements. As an historic property in the downtown core area, it is an important property to preserve. The costs to upgrade the water and power made this project impossible for owners like us, who have taken significant personal risk to improve the property. The grant from the city, helped cover some of these costs, which otherwise would have halted the project altogether. We are very grateful for the assistance.

- *Marianne and Mark Kartchner, May 2019*

These incentives are very important to our city and future development. I can tell you that without the multi family tax exemption we would not be converting the James S Black building from empty office to useful apartments.

Of course, the certified historic designation will help immensely as well, with the federal tax credit that is available.

We have also taken advantage of the general facilities charge waiver and it has made marginal projects more financially palatable. All of the incentives that are very important to our community and I appreciate your position in promoting them and helping the development community to use them.

- *Dave Black, SIOR CCIM, NAI Business Manager, CEO, NAI Black, May 2019*

With the increasing costs of construction any and all City incentives, no matter how small, can make the difference between a project going forward or being put on the back burner.

City incentives can help get a project completed without cutting corners.

With rising costs and an uncertain economy development incentives of any kind provided by the City of Spokane can move a project forward.

In a slow growth, market like Spokane developers must be very frugal to create a successful project. City incentives can have a positive impact on the success of a project.

- *Jeff K Johnson, SIOR CCIM, NAI Director, President - Black Commercial, Inc., NAI Black, May 2019*

We have utilized the Multi-family Tax Exemption, Projects of Citywide Significance (currently unfunded), Urban Utility Installation Assistance, and General Facilities Connection Fee Waiver to

make the decision to move forward on \$27,400,000 in projects in Spokane West End of Downtown. The incentives were critical in discussions with investors to make the commitment. These projects may not have broken ground without the incentives above. We can't thank the city enough for their coordination and cooperation to make these and many more developments possible.

- *JORDAN TAMPIEN, CO-FOUNDER, DESIGNATED BROKER, 4 DEGREES, May 2019*

The market doesn't always respond to or recognize good projects, thus the role of economic development is to fill market gaps. And the City of Spokane incentives do just that, bridging good projects to the needs of our community.

- *Drew Repp, Economic Development & Government Affairs Manager, Greater Spokane Inc. , May 2019*

Incentives are a key and vital component of any project. Without them, projects don't happen and the capital or development goes to other cities what have these incentives. In order to be competitive, the city should keep them in place.

A great example of this is the Amazon Project we worked on. The West Plains PDA & County gave Amazon major incentives and without doing so, that project would have never happened and / or they would end up in Post Falls or City of Spokane Valley. Boise, ID was working on a similar project and Amazon end up stopping the deal due to lack of incentives and hurdles.

In regards to tax abatement on multi-family, 10 years goes by pretty fast. Once that project gets stabilized it will eventually end up on the tax roll. The city is doing a good job and should keep the incentives in order to compete in today's climate.

Case & Point, Amazon walking from New York City. How much did that cost the city??

- *Kevin Edwards, Hawkins Edwards, Inc. , May 2019*

As the University District uses every opportunity possible to make the district a vibrant place to live, learn, work, and play we engage property owners and developers interested in a wide range of opportunities. Having access to diverse development incentives has helped us to not only attract and engage partners but also help them consider additional possibilities that would allow them to develop their site to the highest best use. More innovative, integrated, and dense development is critical to the district's and Spokane's health and the incentives have been useful in promoting that.

- *Lars Gilberts, CEO, University District, May 2019*

I've used the Multi-Family Tax Exemption to amplify the marketing on downtown projects many times. Nice little icing on the cake.

- *Steven Daines, Daines Capital | Commercial Real Estate, May 2019*

Incentives from the City of Spokane are integral to our cost analysis on new developments. They are very meaningful in mitigating the additional costs incurred to bring a property up to its highest and best use. Improving blighted urban properties costs more than developing rural and suburban land outside the city limits due to such additional costs as demolition of unsafe buildings, removal of asbestos and underground storage tanks, rebuilding sidewalks and streetscapes, etc. The incentives provided by the City actually help level the playing field against the economic disincentives stacked against our urban renewal projects. In many cases, without them, the project simply would not go ahead.

- *LAWRENCE B. STONE, President Stone Group of Companies, May 2019*

The Projects of Citywide Significance funding we received for our Catalyst Building project helped us to build out the public right of way adjacent to the project, benefitting both the project and the neighborhood. Without it our project would have been unduly burdened by these offsite costs, leading to lower returns for our investors and making it more difficult to attract capital and ultimately make the project happen. The funding we received was of great value to our project and is part of the bigger picture of what made it the development possible. We also believe the improved ROW will help attract future development to the area.

- *Allie Teplicky, Real Estate Development Manager at McKinstry, May 2019*

Anecdotal MFTE needs collected at permit counter

- We often receive requests from developers asking about the availability of the incentive in the West Central neighborhood. Developers want to provide quality housing adjacent to Kendall Yards, but often can't make it pencil out without MFTE (these areas are not eligible today).
- We have had several conversations with both new and existing MFTE developers who pursue future projects based on the availability of the incentive on a site...One developer in particular called about a specific lot and when we shared with him that the parcel was in the MFTE boundary and in the GFC waiver area he responded: "I'm writing up an offer on this place now". When we share information about the availability of the incentive with developers of potential projects, they are always very excited about the option. We believe it's often a contributing factor in their decision to move forward with a project.

ORDINANCE NO. C-35797

An ordinance relating to multiple family housing property tax exemption; amending SMC section 8.15.020.

The City of Spokane does ordain:

Section 1. That SMC section 8.15.020 is amended to read as follows:

8.15.030 Residential Targeted Areas – Criteria – Designation

- A. Following notice and public hearing as prescribed in RCW 84.14.040, the council may designate one or more residential targeted areas, upon a finding by the council in its sole discretion that the residential targeted area meets the following criteria:
 - 1. The residential targeted area is within an urban center.
 - 2. The residential targeted area lacks sufficient available, desirable, and convenient residential housing, including affordable housing, to meet the needs of the public who would be likely to live in the urban center if affordable, desirable, attractive, and livable residences were available; and
 - 3. Providing additional housing opportunity, including affordable housing, in the residential targeted area will assist in achieving one or more of the following purposes:
 - a. Encourage increased residential opportunities within the City, including mixed-income and affordable housing opportunities; or
 - b. Stimulate the construction of new multifamily housing; or
 - c. Encourage the rehabilitation of existing vacant and underutilized buildings for multifamily housing.
- B. In designating a residential targeted area, the council may also consider other factors, including whether:
 - 1. additional housing, including affordable housing units, in the residential targeted area will attract and maintain an increase in the number of permanent residents;
 - 2. an increased permanent residential population in the residential targeted area will help to achieve the planning goals mandated by the Growth Management Act under chapter 36.70A RCW, as implemented through the City's current and future comprehensive plans;
 - 3. encouraging additional housing in the residential targeted area is consistent with public transportation plans; or
 - 4. additional housing may contribute to revitalization of a distressed neighborhood or area within the City.
- C. At any time the council may, by ordinance, in its sole discretion, amend or rescind the designation of a residential targeted area pursuant to the same procedural requirements as set forth in this chapter for original designation.

D. The following area ((~~areas~~)), as shown in Attachment A, is ((~~are~~)) designated as a residential targeted area ((~~areas~~)) under this chapter:

1. Spokane's MFTE
- ((1. ~~Downtown~~
2. ~~University District~~
3. ~~South University District~~
4. ~~Kendall Yards~~
5. ~~Monroe Corridor~~
6. ~~Market Corridor~~
7. ~~Division Corridor~~
8. ~~Hamilton/Nevada Corridor~~
9. ~~East Sprague Targeted Investment Pilot~~
10. ~~Lower South Hill~~))

E. If a part of any legal lot is within a designated residential targeted area with zoning allowing for construction of multifamily housing, Centers and Corridors Zones: CC1, CC2, CC3 overlay, and CC4, Residential Zones: RMF, RHD and Commercial Zones: DTG, DTU, DTS, DTC, CA1, CA2, CA3, CA4, O, OR, NR, NMU, CB, GC and where multi-family housing is allowed in LI as shown in Attachment A, then the entire lot shall be deemed to lie within such residential targeted area. The area ((~~areas~~)) designated as a residential targeted area ((~~areas~~)) is ((~~are~~)) bound by the streets described in Attachment A. Property located outside of, but adjacent to, the described area ((~~areas~~)) is not designated as a residential targeted area ((~~areas~~)).

PASSED BY THE CITY COUNCIL ON _____, 2019.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

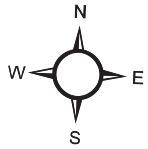
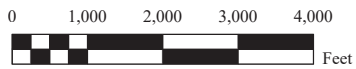
Effective Date

Multi-Family Tax Exemption and City Zoning

Printed by: Neighborhood and Planning Services
Print date: 6/20/2019

- Existing MFTE
- Proposed MFTE Addition
- High Performance Transit
- Target Investment Areas
- Opportunity Zones
- City of Spokane

- City Zoning**
- Center and Corridor Type 1
 - Center and Corridor Type 2
 - Mixed Use Transition-CC4
 - Community Business
 - Downtown Core
 - Downtown University
 - Downtown General
 - Downtown South
 - Context Area 1
 - Context Area 2
 - Context Area 3
 - Context Area 4
 - General Commercial
 - Heavy Industrial
 - Light Industrial
 - Neighborhood Retail
 - Office
 - Office Retail
 - Residential Agricultural
 - Residential High Density
 - Residential Multifamily
 - Residential Single-Family
 - Residential Two-Family
 - CC3



THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.



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

07/29/2019

<u>Date Rec'd</u>	7/16/2019
<u>Clerk's File #</u>	ORD C35801
<u>Renews #</u>	
<u>Cross Ref #</u>	ORD C34865
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	POLICE
<u>Contact Name/Phone</u>	ERIC OLSEN 835-4505
<u>Contact E-Mail</u>	EOLSEN@SPOKANEPOLICE.ORG
<u>Agenda Item Type</u>	First Reading Ordinance
<u>Agenda Item Name</u>	0680 - SPD RECORDS IMPREST FUND

Agenda Wording

Amending SMC 7.03.153 *(Police Records Imprest Fund) to increase the current amount from \$2,000.00 to \$3,000.00.

Summary (Background)

Spokane Police would like to request an increase in the Records Imprest fund from \$2,000.00 to \$3,000.00 in anticipation of an increase in background checks caused by legislative changes and the discontinuation of FBI (Federal Bureau of Investigations) NCIS checks for firearms dealers. These changes will increase Records employees who handle background checks from 4 to 8; each employee is in charge of \$300.00 petty cash. The rest of the money - \$600.00 will be held on hand.

<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>	LUNDGREN, JUSTIN	<u>Study Session</u>	PSCH Meeting
<u>Division Director</u>	MEIDL, CRAIG	<u>Other</u>	
<u>Finance</u>	SCHMITT, KEVIN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	spdfinance	
<u>For the Mayor</u>	ORMSBY, MICHAEL	eolsen	
<u>Additional Approvals</u>		aduffy	
<u>Purchasing</u>			

ORDINANCE NO.C35801

AN ORDINANCE relating to the Police Department Records imprest fund;
amending SMC section 7.03.153.

The City of Spokane does ordain:

Section 1. That SMC section 7.03.153 is amended to read as follows:

7.03.153 Police Department – Records

There is established in the police department a records imprest fund in an amount not to exceed three thousand dollars.

PASSED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Briefing Paper

(Public Safety & Community Health Committee)

Division & Department:	Police
Subject:	Increase to Police Records imprest fund
Date:	07/01/2019
Contact (email & phone):	Eric Olsen eolsen@spokane police.org 835-4505
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety & Community Health
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval to increase the amount of cash on hand available to the Police Records public window from \$2,000 to \$3,000 through an update to SMC 07.03.153.
<p><u>Background/History:</u></p> <p><i>Fee Increases:</i> On January 1, 2019 WSP increases their electronic finger print fee from \$20 to \$21. In addition, the FBI increased their fee from \$12 to \$13.25.</p> <p><i>Legislative Changes:</i> On July 1st, the bulk of I-1639 will go into effect which will require background checks on semi-automatic assault rifles. We do not know the impact on this will have, but know this is somewhere between 75,000 – 125,000 more background checks for WA.</p> <p><i>FBI Changes:</i> Also starting July 1st, the FBI will be discontinuing their NCIS checks for firearms dealers. This means that these background checks will now go to Records for processing. We have no way to estimate this total, but one pawn shop told us to expect about a 312% increase in work from them.</p> <p>With the legislative & FBI changes coming, we have shifted resources within Records to place a total of 8 employees staffed at the public window & handling background checks. All 8 of these employees will need the ability to work the public window and will need a “money bag.” Previously, we had 4 employees with money bags and were able to spread the amount of cash on hand evenly. Now, with higher fees, we need about \$300 per bag. With 8 employees this totals \$2,400. In addition, we keep \$600 petty cash on hand. This totals to \$3,000.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Police Records operates a public window located in the Public Safety Building which handles all concealed pistol licenses, finger print requests, gun transfers, etc. • Cash on hand is required for the CPL fees as well as the fingerprint fees. • Current SMC 07.03.153 limits the amount of cash on hand to \$2,000. • An increase in staff and fees necessitates a need for \$3,000 cash on hand. 	

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: