

**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 and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum 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 from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda 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 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 5.3 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. In order for a Council member to be recognized by the Chair for the purpose of obtaining the floor, the Council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- C. Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. 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 their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all 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 items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- 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 their 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 allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents 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 amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
 - 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 (3) minutes to present their 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 there to 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, FEBRUARY 10, 2020

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

**CITY COUNCIL CHAMBERS
CITY HALL**

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

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency 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, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will 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. | Annual Value Blanket Renewal with L.N. Curtis (Kent, WA) for Structural Firefighter Turnout Gear—Annual estimated expenditure \$150,000 (incl. tax).
Rex Strickland | Approve | OPR 2016-0120 |
| 2. | Two-year Value Blanket with Connell Oil (Spokane, WA) for miscellaneous lubricants to be used by multiple City Departments—annual estimated encumbrance \$150,000.
David Paine | Approve | OPR 2020-0086 |
| 3. | Annual Value Blankets with: | Approve
All | |
| | a. Core & Main (Spokane Valley, WA) for coiled pit setter meter boxes—not to exceed \$320,000 (incl. tax). | | OPR 2020-0087
BID 5222-20 |
| | b. Consolidated Supply (Spokane Valley, WA) for butterfly valves—not to exceed \$270,000 (incl. tax).
Loren Searl | | OPR 2020-0088
BID 5230-20 |

4. Annual Value Blankets for waterworks brass products with: Approve All BID 5220-20
- a. Consolidated Supply (Spokane Valley, WA) for Item 1: Service Brass and Item 3: Ball Valves—\$220,000 (incl. tax). OPR 2020-0089
 - b. Ferguson Waterworks (Spokane Valley, WA) for Item 2: Threaded Brass—\$10,000 (incl. tax). OPR 2020-0090
- Total purchase value across all suppliers: \$230,000 (incl. tax).
Loren Searl
5. Value Blanket with Pete Lien and Sons (Rapid City, SD) for the purchase of high calcium quicklime for the Waste To Energy Facility spanning from March 1, 2020 through February 28, 2022—not to exceed \$3,000,000 (\$1,500,000 annually) (incl. tax). Approve OPR 2020-0091
ITB 5210-19
Chris Averyt
6. Contract Extension 3 of 4 with Knight Construction & Supply, Inc. (Deer Park, WA) for mechanical repairs at the Waste To Energy Facility from April 1, 2020 through March 31, 2021—not to exceed \$1,800,000 (incl. tax). Approve OPR 2017-0257
RFB 4337-17
Chris Averyt
7. Low Bid of DW Excavating, Inc., (Davenport, WA) for Rowan Force Main & Water - NSC—\$3,588,033 (plus tax). An administrative reserve of \$358,803.30 (plus tax), which is 10% of the contract, will be set aside. (Hillyard Neighborhood) Approve OPR 2020-0092
ENG 2017141
Dan Buller
8. Contract Extension Amendment with Budinger & Associates, Inc. (Spokane, WA) for Geotechnical On-call Services—not to exceed \$600,000. Approve OPR 2018-0026
ENG 2018046
Dan Buller
9. Contract Amendment with Rockin' DW for safety improvements for the warming center at 527 South Cannon Street—increase of \$18,465.68. Total Contract Amount: \$75,063.71. (Relates to Special Budget Ordinance C35890) Approve OPR 2019-1032
Tim Sigler
10. Loan agreements through the Washington State Department of Ecology to construct the: Approve
- a. Post Bridge Sewer Line Replacement—\$5,054,421. OPR 2020-0093
ENG 2017105
OPR 2020-0094
ENG 2014153
 - b. TJ Meenach Sanitary Sewer Siphon—\$954,000.
- Mark Papich**

- | | | |
|---|------------------------------|-------------------------------|
| 11. Recommendation to list Inland Auto Freight Building, 102 East Main Avenue, on the Spokane Register of Historical Places.
Megan Duvall | Approve & Authorize Contract | OPR 2020-0095 |
| 12. Contract with KPFF Consulting (Seattle, WA) for the Fish Lake Trail Connection Study (Phase 1)—\$183,851. An administrative reserve of \$18,385, which is 10% of the contract price, will be set aside.
Nathan Anunson | Approve | OPR 2020-0096
RFQu 2016089 |
| 13. Report of the Mayor of pending Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2020, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve & Authorize Payments | CPR 2020-0002 |
| 14. City Council Meeting Minutes: _____, 2020. | Approve All | CPR 2020-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

(Council Briefing Center)

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Spokane Airport Board: One Reappointment

Confirm

CPR 1982-0071

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, pending hearing items, or initiatives or referenda in a pending election. This Forum shall be for a period of time not to exceed thirty (30) 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 fifteen (15) 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 the first Open Forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first open forum in that meeting. (Council Rule 2.2.E)

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35890 carrying over from 2019 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, declaring a public emergency, and providing it shall take effect immediately upon passage" under

Section 16(D) of the City Charter as necessary for the immediate support of the public health, safety, and welfare of the citizens of Spokane, and declaring an emergency.

(This action carries over budget authority for 2019 obligated budget items that were not completed at year-end and appropriates various outstanding grants and capital expenditures, thereby amending Ordinance C35857, passed December 16, 2019.)
(Council Sponsor: Council Member Mumm)

Paul Ingiosi

Ordinance C35891 amending Ordinance No. C35857 passed by the City Council December 16, 2019, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

General Fund

FROM: Unappropriated Reserves, \$18,465.68;

TO: Human Services – Other Misc. Charges, same amount.

(This action allows for funding expanding emergency shelter facilities with needed services to ensure that people experiencing homelessness in Spokane are safe and assisted in obtaining the services they need to exit homelessness.) (Relates to Consent Agenda Item No. 9) (Council Sponsor: Council President Beggs)

Tim Sigler

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2020-0010** To identify residential streets for paving and residential maintenance in 2020. (Council Sponsor: Council President Beggs and Council Member Burke)
Katherine Miller
- RES 2020-0011** Declaring KPFF Engineering a sole source provider and authorizing the expenditure of approximately \$500,000 for construction administration of the Post Street Bridge. (Council Sponsor: Council Member Kinnear)
Mark Serbousek
- RES 2020-0012** Authorizing the loan agreements between the City of Spokane and State of Washington, Department of Ecology for the Post Street Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon. (Council Sponsor: Council President Beggs and Council Member Cathcart)
Mark Papich

NO FINAL READING ORDINANCES

NO FIRST READING ORDINANCES

SPECIAL CONSIDERATIONS

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

RECOMMENDATION

Staff requests motion to withdraw the following item:

- S1. Requesting the write off of uncollected utility A/R Withdraw OPR 2020-0013
balances that are over 5.5 years old — \$450,925. (Deferred
from January 6, 2020, Agenda)
Corin Morse
-

NO HEARINGS

Motion to Approve Advance Agenda for February 10, 2020
(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, pending hearing items, or initiatives or referenda in a pending election. 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 fifteen (15) 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: Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month. (Counsel Rule 2.2.E)

ADJOURNMENT

The February 10, 2020, Regular Legislative Session of the City Council is adjourned to February 24, 2020.

Note: The regularly scheduled City Council meeting for Monday, February 17, 2020, has been canceled in recognition of Presidents' Day.) (City Hall will be open this date.)

NOTES



Agenda Sheet for City Council Meeting of:
02/10/2020

Date Rec'd	1/28/2020
Clerk's File #	OPR 2016-0120
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	VB
Agenda Item Name	1970 - RENEWAL OF VB FOR STRUCTURAL FIREFIGHTING TURNOUTS

Agenda Wording

Renew annual value blanket order with L.N.Curtis (Kent, WA) for Structural Firefighter Turnout Gear - Annual estimated expenditure including tax - \$150,000.00 incl. tax.

Summary (Background)

Our current VB with LN Curtis (VB300722) was approved by the City Council on February 29, 2016 for three years with (2) one-year optional renewals. The Original VB approval in 2016 was OPR 2016-0120. The first renewal was approved by the city council in March 2019. This will be the second and final one-year renewal. We are currently conducting operational testing of several brands of turnouts for future purchase. LN Curtis will extend the VB for one year. The cost will be a 4.3% increase.

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

Expense	\$ 150,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

<u>Dept Head</u>	SCHAEFFER, BRIAN
<u>Division Director</u>	STRICKLAND, REX
<u>Finance</u>	BUSTOS, KIM
<u>Legal</u>	PICCOLO, MIKE
<u>For the Mayor</u>	ORMSBY, MICHAEL

Council Notifications

<u>Study Session</u>	
<u>Other</u>	PS&CH 2/3/20

Distribution List

PPETERSON
TPRINCE

Additional Approvals

Fire Accounting

<u>Purchasing</u>	PRINCE, THEA

Briefing Paper

Public Safety and Community Health

Division & Department:	Fire
Subject:	Extension of VB for Structural Firefighting Turnouts
Date:	January 28, 2020
Contact (email & phone):	rstrickland@spokanecity.org (509) 625-7004
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and Community Health 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:	Public Safety and Community Health
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Extend current VB for up to one year for purchase of firefighting turnouts
<p>Background/History: Our current VB with LN Curtis (VB300722) was approved by the City Council on February 29, 2016 for three years with (2) one-year optional renewals. The Original VB approval in 2016 was OPR 2016-0120. The first renewal was approved by the city council in March 2019. This will be the second and final one-year renewal. We are currently conducting operational testing of several brands of turnouts for future purchase. LN Curtis will extend the VB for one year. The cost will be a 4.3% increase over last year due to increase in the price of materials.</p>	
<p>Executive Summary:</p> <ul style="list-style-type: none"> Fair and Competitive – This renewal is allowable based on the VB currently in effect. Cost – Total cost for one set of turnouts (coat and pants) will be \$2,680.03, including WA State sales tax. This includes \$1,336.00 for the coat, \$1,125.00 for the pants, and \$219.03 for sales tax. Delivery – Time for production and delivery is approximately 4-6 weeks for a set of turnouts, based on custom sizing. 	
<p>Budget Impact:</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:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p>Operations Impact:</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>	

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

02/10/2020

Date Rec'd	1/27/2020
Clerk's File #	OPR 2020-0086
Renews #	

Submitting Dept	FLEET OPERATIONS	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	WA STATE
Agenda Item Type	Purchase w/o Contract	Requisition #	VB
Agenda Item Name	5100 - ANNUAL BLANKET ORDER FOR LUBRICATIONS		

Agenda Wording

Approve a two-year Value Blanket Order for Miscellaneous Lubricants from Connell Oil (Spokane, WA) to be used by multiple City Departments - \$150,000.00 annual estimated encumbrance.

Summary (Background)

This Value Blanket Order allows the Fleet Services Department and other departments to purchase lubricants utilizing the Wa State Contract #0248.

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

Expense	\$ 150,000.00	# various
Select	\$	#
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	PAINE, DAVID	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PIES 1/27/20
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	tprince	
<u>For the Mayor</u>	ORMSBY, MICHAEL	mmartinez	

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

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

02/10/2020

Date Rec'd

1/28/2020

Clerk's File #

OPR 2020-0087

Renews #**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Contact Name/Phone

LOREN SEARL 625-7851

Contact E-Mail

LSEARL@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

4100 - COILED PIT SETTER METER BOXES

Cross Ref #**Project #****Bid #**

5222-20

Requisition #

VALUE BLANKET

Agenda Wording

Annual value blanket order for coiled pit setter meter boxes with Core & Main (Spokane Valley, WA) not to exceed \$320,000.00 including tax.

Summary (Background)

Bid #5222-20 was issued on the City's electronic bidding portal on January 10, 2020. Two bids were received by the closing deadline on January 27, 2020. Award is correspondingly recommended to Core & Main as the low responsive, responsible bidder. This value blanket will be valid for one year after Council approval and will include optional annual renewals at mutual consent not to exceed a total term of five years.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 320,000.00

4100-42440-94340-56595-99999

Select \$

#

Select \$

#

Select \$

#

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

SEARL, LOREN

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PSCHC 2/3/2020

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

sjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

rtreffry@spokanecity.org

Additional Approvals**Purchasing**

PRINCE, THEA

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Coiled Pit Setter Meter Boxes – Annual Value Blanket
Date:	3 February 2020
Author (email & phone):	Loren Searl, lsearl@spokanecity.org, 625-7851
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: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	The existing value blanket for these products has expired.
Outcome: (deliverables, delivery duties, milestones to meet)	This value blanket will support the Water department's 2020 construction and maintenance season by facilitating the purchase of this critical component on an as-needed basis.
Background/History: Invitation to Bid #5222-20 was issued on the City's electronic bidding portal on January 10, 2020. Two bids were received by the closing deadline at 1:00pm on January 27, 2020. Award is correspondingly recommended to Core & Main (Spokane Valley, WA) as the low responsive, responsible bidder. This value blanket will be valid for one year after Council approval and will include optional annual renewals at mutual consent not to exceed a total term of five years.	
Executive Summary: <ul style="list-style-type: none"> • Award recommended to Core & Main (Spokane Valley, WA) • Annual value not to exceed \$320,000.00 including tax • ITB #5222-20 Coiled Pit Setter Meter Boxes – Annual Value Blanket • Four optional annual renewals included at mutual consent 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	



CITY OF SPOKANE - WATER & HYDROELECTRIC SERVICES

914 E. North Foothills Drive
 Spokane, Washington 99207
 PHONE: 509.625.7800

BID TABULATION

Bid Number	5222-20
Description	Coiled Pit Setter Meter Boxes - Annual Value Blanket

	Consolidated Supply	Core & Main
Coiled Pit Setter Meter Box, Qty. 350	\$ 233,268.00	\$ 223,265.00
Subtotal	\$ 233,268.00	\$ 223,265.00
Sales Tax (8.9%)	\$ 20,760.85	\$ 19,870.59
Bid Total	\$ 254,028.85	\$ 243,135.59

Lead Time (Business Days ARO)	60	28
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*PLEASE NOTE THAT THIS TABULATION IS NOT AN INDICATION OF AWARD RECOMMENDATION.
 CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE THE RESPONSIVE BID MEETING SPECIFICATIONS.*

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

02/10/2020

Date Rec'd

1/29/2020

Clerk's File #

OPR 2020-0088

Renews #**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Contact Name/Phone

LOREN SEARL 625-7851

Contact E-Mail

LSEARL@SPOKANECITY.ORG

Agenda Item Type

Purchase w/o Contract

Agenda Item Name

4100 - BUTTERFLY VALVES

Cross Ref #**Project #****Bid #**

5230-20

Requisition #

VALUE BLANKET

Agenda Wording

Annual value blanket for butterfly valves with Consolidated Supply (Spokane Valley, WA) not to exceed \$270,000.00 including tax.

Summary (Background)

Four quotes were received against Request for Quotes #5230-20 on the City's electronic bidding portal by the deadline at 8:00am on January 29, 2020. Award is correspondingly recommended to Consolidated Supply as the low responsive, responsible bidder. The resulting value blanket order will be valid for one year after Council approval and will include optional annual renewals at mutual consent not to exceed a total term of five years.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 270,000.00

4100-42440-94340-56595-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

KEGLEY, DANIEL

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

PSCHC 2/3/2020

Distribution List

sjohnson@spokanecity.org

rtreffry@spokanecity.org

Additional Approvals**Purchasing**

PRINCE, THEA

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Butterfly Valves – Annual Value Blanket Order
Date:	3 February 2020
Author (email & phone):	Loren Searl, lsearl@spokanecity.org, 625-7851
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: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	The products have a long lead time; product needs to be ordered ASAP to facilitate installation in Spring 2020.
Outcome: (deliverables, delivery duties, milestones to meet)	This value blanket order will support the Water department's 2020 construction and maintenance season by facilitating the purchase of these products on an as-needed basis.
Background/History: Request for Quotes #5230-20 is open for bidding on the City's electronic bidding portal and quotes will be accepted until at least 3:00pm on January 28, 2020. Award will correspondingly be recommended to the low responsive, responsible bidder. The resulting value blanket order will be valid for one year after Council approval and will include optional annual renewals at mutual consent not to exceed a total term of five years.	
Executive Summary: <ul style="list-style-type: none"> Award estimated not to exceed \$260,000 annually, including tax RFQ #5230-20 Butterfly Valves – Annual Value Blanket Four optional annual renewals included at mutual consent 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	



Agenda Sheet for City Council Meeting

of:

02/10/2020

Date Rec'd

1/29/2020

Clerk's File #

OPR 2020-0089

Renews #

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	LOREN SEARL 625-7851	Project #	
Contact E-Mail	LSEARL@SPOKANECITY.ORG	Bid #	5220-20
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4100 - WATERWORKS BRASS PRODUCTS		

Agenda Wording

Annual value blanket for waterworks brass products split awarded to Consolidated Supply (Spokane Valley, WA) and Ferguson Waterworks (Spokane Valley, WA) for a total value not to exceed \$230,000.00 including tax.

Consolidated Supply

Summary (Background)

Three quotes were received against RFQ #5220-20 on the City's electronic bidding portal by the closing deadline at 3:00pm on January 27, 2020. Split award is correspondingly recommended to Consolidated Supply and Ferguson Waterworks as the low responsive, responsible bidders in each product category. These value blanket orders will be valid for one year after Council approval and will include optional annual renewals at mutual consent not to exceed a total term of five years. Consolidated Supply

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

Expense	\$ 230,000.00	# 4100-42440-94340-56595-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PSCHC 2/3/2020
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	sjohnson@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	rtreffry@spokanecity.org	

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

- Item 1: Service Brass, Item 3: Ball Valves - Annual Value: \$220,000.00 including tax. Ferguson Waterworks
- Item 2: Threaded Brass - Annual Value: \$10,000.00 including tax.

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

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Waterworks Brass – Annual Value Blanket Orders
Date:	3 February 2020
Author (email & phone):	Loren Searl, lsearl@spokanecity.org, 625-7851
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: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	These value blanket orders will support the Water department's 2020 construction and maintenance season by facilitating the purchase of these products on an as-needed basis.
Background/History: Request for Quotes #5220-20 was issued on the City's electronic bidding portal on January 6, 2020. Three quotes were received by the closing deadline at 3:00pm on January 27, 2020. Split award is correspondingly recommended to Consolidated Supply (Spokane Valley, WA) and Ferguson Waterworks (Spokane Valley, WA) as the low responsive, responsible bidders in each product category. These value blanket orders will be valid for one year after Council approval and will include optional annual renewals at mutual consent not to exceed a total term of five years.	
Executive Summary: <ul style="list-style-type: none"> Split award recommended to: <ul style="list-style-type: none"> Consolidated Supply (Spokane Valley, WA) – Item 1: Service Brass, Item 3: Ball Valves – Annual Value: \$220,000.00 including tax Ferguson Waterworks (Spokane Valley, WA) – Item 2: Threaded Brass – Annual Value: \$10,000.00 including tax RFQ #5220-20 Waterworks Brass – Annual Value Blanket Four optional annual renewals included at mutual consent 	
Budget Impact: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	



Agenda Sheet for City Council Meeting

of:

02/10/2020

Date Rec'd

1/29/2020

Clerk's File #

OPR 2020-0090

Renews #

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	LOREN SEARL 625-7851	Project #	
Contact E-Mail	LSEARL@SPOKANECITY.ORG	Bid #	5220-20
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4100 - WATERWORKS BRASS PRODUCTS		

Agenda Wording

Annual value blanket for waterworks brass products split awarded to Consolidated Supply (Spokane Valley, WA) and Ferguson Waterworks (Spokane Valley, WA) for a total value not to exceed \$230,000.00 including tax.

Ferguson Waterworks

Summary (Background)

Three quotes were received against RFQ #5220-20 on the City's electronic bidding portal by the closing deadline at 3:00pm on January 27, 2020. Split award is correspondingly recommended to Consolidated Supply and Ferguson Waterworks as the low responsive, responsible bidders in each product category. These value blanket orders will be valid for one year after Council approval and will include optional annual renewals at mutual consent not to exceed a total term of five years. Consolidated Supply

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

Expense	\$ 230,000.00	# 4100-42440-94340-56595-99999
Select	\$	#
Select	\$	#
Select	\$	#

Approvals

Council Notifications

<u>Dept Head</u>	KEGLEY, DANIEL	<u>Study Session</u>	
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>	PSCHC 2/3/2020
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>	
<u>Legal</u>	ODLE, MARI	sjohnson@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	rtreffry@spokanecity.org	

Additional Approvals

<u>Purchasing</u>	PRINCE, THEA	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

- Item 1: Service Brass, Item 3: Ball Valves - Annual Value: \$220,000.00 including tax. Ferguson Waterworks
- Item 2: Threaded Brass - Annual Value: \$10,000.00 including tax.

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

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Waterworks Brass – Annual Value Blanket Orders
Date:	3 February 2020
Author (email & phone):	Loren Searl, lsearl@spokanecity.org, 625-7851
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: (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases is available in the Water & Hydroelectric Services' department budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	These value blanket orders will support the Water department's 2020 construction and maintenance season by facilitating the purchase of these products on an as-needed basis.
<p><u>Background/History:</u> Request for Quotes #5220-20 was issued on the City's electronic bidding portal on January 6, 2020. Three quotes were received by the closing deadline at 3:00pm on January 27, 2020. Split award is correspondingly recommended to Consolidated Supply (Spokane Valley, WA) and Ferguson Waterworks (Spokane Valley, WA) as the low responsive, responsible bidders in each product category. These value blanket orders will be valid for one year after Council approval and will include optional annual renewals at mutual consent not to exceed a total term of five years.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> • Split award recommended to: <ul style="list-style-type: none"> • Consolidated Supply (Spokane Valley, WA) – Item 1: Service Brass, Item 3: Ball Valves – Annual Value: \$220,000.00 including tax • Ferguson Waterworks (Spokane Valley, WA) – Item 2: Threaded Brass – Annual Value: \$10,000.00 including tax • RFQ #5220-20 Waterworks Brass – Annual Value Blanket • Four optional annual renewals included at mutual consent 	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source: N/A</p> <p>Other budget impacts: N/A</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: N/A</p> <p>Known challenges/barriers: N/A</p>	

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

02/10/2020

Date Rec'd

1/15/2020

Clerk's File #

OPR 2020-0091

Renews #**Submitting Dept**

SOLID WASTE DISPOSAL

Cross Ref #**Contact Name/Phone**

CHRIS AVERYT 625-6540

Project #**Contact E-Mail**

CAVERYT@SPOKANECITY.ORG

Bid #

ITB 5210-19

Agenda Item Type

Contract Item

Requisition #

VALUE BLANKET

Agenda Item Name

4490-PURCHASE OF HIGH CALCIUM QUICKLIME AT THE WTE

Agenda Wording

Value blanket with Pete Lien and Sons for the purchase of high calcium quicklime at the WTE spanning from March 1, 2020 through February 28, 2022. Total cost not to exceed \$3,000,000.00 (\$1,500,000.00 annually, including tax).

Summary (Background)

High calcium quicklime is used to reduce the acid gases in the flue gas and control the final pH of the ash. On December 16, 2019 bidding closed for ITB 5210-19 for the purchase and delivery of this High Calcium Quicklime. Two responses were received and Pete Lien and Sons, of Rapid City, SD, was the only responsible bidder. The value blanket will be for two years with the option of three (3) additional one-year contract periods. Price per ton is \$200.09 plus tax and fuel surcharges.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 1,500,000.00 (2020-2021) # 4490-44100-37148-53203

Expense \$ 1,500,000.00 (2021-2022) # 4490-44100-37148-53203

Select \$ #

Select \$ #

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

AVERYT, CHRIS

Study Session

PSCH 2/3/20

Division Director

SIMMONS, SCOTT M.

Other**Finance**

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

mdorgan@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

jsalstrom@spokanecity.org

Additional Approvals

tprince@spokanecity.org

Purchasing

PRINCE, THEA

caveryt@spokanecity.org

gvancampen@petelien.com

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Value Blanket for High Calcium Quicklime Purchase for the WTE
Date:	February 3, 2020
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/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:	Innovative Infrastructure-Sustainability of the WTE Operations
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval for this purchase in order to comply with environmental regulations.
<p><u>Background/History:</u></p> <p>High Calcium Quicklime is required for operation of the WTE. It is used to reduce the acid gases in the flue gas and control the final pH of the ash. Water is added to the powdered lime to create a slurry which is injected into the flue gas to remove hydrochloric acid and sulfur dioxide in order to comply with environmental regulations. The slurry also helps to cool the flue gasses to the correct emission temperature.</p> <p>On December 16, 2019 bidding closed for ITB 5210-19 for the purchase and delivery of this High Calcium Quicklime. Two responses were received and Pete Lien and Sons, of Rapid City, SD, was the only responsible bidder.</p> <p>Based on an estimated annual usage of 6,000 tons, the price per ton will be \$200.09/ton plus taxes and fuel surcharges.</p> <p>The value blanket will span from March 1, 2020 through February 28, 2022 with the option of three (3) additional one-year contract periods. The estimated expense should not exceed \$3,000,000.00 (\$1,500,000.00 annually).</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> Value Blanket from ITB 5210-19 for the purchase/delivery of High Calcium Quicklime to the WTE. Annual usage of 6,000 tons at \$200.09/ton plus taxes and surcharges. Period beginning Mar. 1, 2020 through Feb. 28, 2022 with option of 3 additional one-year contract periods. Total cost of \$3M (\$1.5M annually) 	
<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:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	

Operations Impact:

Consistent with current operations/policy?

☒ Yes ☐ No ☐ N/A

Requires change in current operations/policy?

☐ Yes ☒ No ☐ N/A

Specify changes required:

Known challenges/barriers:



City of Spokane

PURCHASE AGREEMENT

Title: HIGH CALCIUM QUICKLIME

THIS AGREEMENT is between the **CITY OF SPOKANE**, a Washington State municipal corporation, as ("City"), and **PETE LIEN AND SONS**, whose address is 3401 Universal Drive, Rapid City, South Dakota 57702, as ("Vendor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **GOODS**. The Vendor agrees to sell to the City **HIGH CALCIUM QUICKLIME**, subject to these terms and conditions.
2. **CONTRACT DOCUMENTS**. This Agreement, ITB 5210-19, and the Vendor's Response to ITB 5210-19 constitute the contract documents. If there is a discrepancy between these documents, this Agreement controls. Federal and state requirements and the terms of this Agreement, respectively, supersede other inconsistent provisions. These contract documents are on file with the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224 and are incorporated into this Agreement by reference as if they were set forth at length.
3. **TERM**. The Agreement shall begin March 1, 2020 and run through February 28, 2022, unless terminated earlier. The contract may be extended for three (3) additional one-year contract periods with the total contract period not to exceed five (5) years.
4. **DELIVERY, MONITORING AND FUEL SURCHARGE**. Vendor shall agree to the delivery, monitoring and fuel surcharge requirements stated in Standard Terms and Conditions, including, but not limited to:
 - a) **DELIVERY - F.O.B. POINT**: Transferred into storage tank at City of Spokane Waste To Energy Facility, 2900 S. Geiger Blvd., Spokane WA 99224.
 - b) Capacity of Vendor's tankers shall comply with DOT specifications.
 - c) Vendor shall ensure vehicle is equipped with a blower for unloading lime into silo.
 - d) Delivery frequency could be daily or every other day – depends on the usage - with an approximate quantity per delivery of 32 ton.
 - e) Emergency deliveries to be made within 24 hours of request. Purchaser will endeavor to keep emergency deliveries to a minimum.
 - f) Deliveries shall be made between 5:30 p.m. and 7:30 a.m. 7 days per week so there is no disruption to the flow of residential customer traffic, with the exception of recognized

holidays unless arranged in advance. The City is not liable for any charges due to traffic at the WTEF.

- g) Deliveries will be delivered within 7 calendar days of placement of order.
- h) All FREIGHT/TRANSPORTATION CHARGES are the responsibility of the Vendor.
- i) The Vendor will monitor the WTEF lime levels by contacting WTEF Control daily via phone 509 625-6516 to obtain current lime levels; based upon coordination with WTEF Control Room, Vendor will coordinate with lime Vendor bulk lime requirements for WTE Facility to enable onload of lime at lime Vendor's plant and provide transport and offload at WTEF. Skilled drivers will be required to break-up trailers (Semi and Pup) as required to offload lime into lime silo at the WTEF. All lime shipments will be tested for reactivity by WTEF personnel prior to offloading. WTEF Control Room is to be advised of all deliveries 24 to 48 hours prior to delivery. All WTEF Safety procedures shall be adhered to while on WTEF premises. Vendor shall be available 24 hours on call.
- j) Vendor is responsible for being in daily phone communication with WTEF Control Room to be able to monitor WTEF lime levels and to coordinate with lime Vendor to ensure lime availability to enable Vendor to provide bulk lime deliveries. Deliveries could vary from every day to every-other-day as determined based upon Vendor's daily phone-call interaction with WTEF Control Room obtaining lime levels to prevent the WTEF from running out of lime; or predetermined levels as established between daily interactions between Vendor and WTEF Control Room.
- k) The fuel surcharge fee of 1% applies for each \$0.05 fuel increase over \$2.00 per gallon. Vendor will update the fuel surcharge weekly using Region 4, Rocky Mountain. As of today, the price is \$3.207 and a 25% FSC applies. To illustrate the calculation, the freight rate (\$95.31/ton) is multiplied by the current % rate (25%), therefore we get a fuel surcharge rate of \$23.83/ton. The costs per load is calculated by \$23.83/ton x 32 tons/load = \$762.56/load x 187 loads/year = \$142,599.

5. COMPENSATION. The City will pay a maximum amount not to exceed **ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00)**, including tax, per year, for a total of **THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)**, including tax for everything furnished and done under this Agreement. This is an optional use contract. Goods from the Vendor are provided on an as-needed basis upon request in accordance with the terms of the Contract documents. Only the goods requested, received and accepted will be paid for by the City.

6. PAYMENT. The Vendor will send its applications for payment to the Spokane Solid Waste Disposal, Administration Office, 2900 South Geiger Blvd, Spokane, Washington 99224. Payment will be made within thirty (30) days after receipt of the Vendor's application except as provided in RCW 39.76. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law.

7. TITLE. Title to the goods purchase under this Agreement remains with the Vendor until they are delivered to the City's delivery location.

8. RISK OF LOSS. The risk of any damage to or destruction of the goods will be borne by the Vendor at all times until delivery.

9. UNIFORM COMMERCIAL CODE. This Agreement is subject to the Uniform Commercial Code, Title 62A Revised Code of Washington.

10. INSPECTION. All goods purchased are subject to inspection, test and approval at destination by the City, notwithstanding prior payments or inspections at the source. The City, without limitation to its other rights under this Agreement, may reject any goods that contain defective material or workmanship, do not meet the specifications, or otherwise do not conform to this Agreement. Defective goods or goods not in accordance with the City's specifications will be held for the Vendor's instructions and at the Vendor's risk and expense. The City reserves the right to inspect before shipment or during the process of manufacture, any goods on this Agreement.

11. OVERSHIPMENT. Quantities delivered by the Vendor in excess of that shown in this Agreement, if rejected, will be returned at the Vendor's risk and expense. Any excess quantities that the City accepts shall be the price stated in this Agreement.

12. WARRANTY. The Vendor warrants that the items furnished will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which sold. This warranty is in addition to any standard warranty or service guarantee by the Vendor to the City.

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

14. TERMINATION.

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

15. INDEMNIFICATION.

The Vendor 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 Vendor's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Vendor 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 Vendor'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 Vendor, its agents or employees. The Vendor specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Vendor's own employees against the City and, solely for the purpose of this indemnification and defense, the Vendor specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Vendor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and

hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

16. INSURANCE.

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

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

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

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

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

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

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

As evidence of the insurance coverage(s) required by this Agreement, the Vendor shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Vendor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

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

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

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

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

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

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

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

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

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

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

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

28. MODIFICATIONS. The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Vendor will accept modifications when ordered in writing by the Director of the Wastewater Reclamation Facility and the Agreement time and compensation will

be adjusted accordingly.

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

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

PETE LIEN AND SONS

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachment that is a part of this Agreement:
Exhibit A - Certificate Regarding Debarment

20-022

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

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

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

1. The lower tier Operator certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier Operator is unable to certify to any of the statements in this contract, such Operator shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

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

Bid Response Summary







Bid Number ITB 5210-19
Bid Title High Calcium Quicklime (Re-Bid)
 Monday, December 16, 2019 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]
Bid Status Closed to Bidding - Evaluation in Progress
Company Pete Lien and Sons
Submitted By Gerald Van Campen - Thursday, December 12, 2019 12:26:34 PM [(UTC-08:00) Pacific Time (US & Canada)]
Comments

Question Responses

Reference Number	Question	Response
#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: https://spokane.procureware.com on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	ACKNOWLEDGED
#2	The City of Spokane is not responsible for bids electronically submitted late. It is the responsibility of the Bidder to be sure the bids are electronically submitted sufficiently ahead of time to be received no later than 1:00 p.m. Pacific Local Time, on the bid opening date.	ACKNOWLEDGED
#3	All communication between the Bidder and the City upon receipt of this bid shall be via the "Clarification Tab" within ProcureWare. Any other communication will be considered unofficial and non-binding on the City	ACKNOWLEDGED
#1	Bidder acknowledges that unless agreeing to payment by credit card with no additional fee, payment shall be made via direct deposit/ACH (except as provided by state law) after receipt of the goods/services ordered. A completed ACH application is required before a City order will be issued. If the City objects to all or any portion of an invoice, it shall notify the supplier and reserve the right to pay only that portion of the invoice not in dispute. In that event, all parties shall immediately make every effort to settle the disputed amount.	YES
#2	Bidder agrees to accept payment by Credit Card with no additional charges/fees	YES
#1	DELIVERY - F.O.B. POINT: Transferred into storage tank at City of Spokane Waste To Energy Facility, 2900 S. Geiger Blvd., Spokane WA 99224.	ACKNOWLEDGED:
#2	Capacity of Supplier's tankers shall comply with DOT specifications.	ACKNOWLEDGED:
#3	Supplier shall ensure vehicle is equipped with a blower for unloading lime into silo.	ACKNOWLEDGED:
#4	Delivery frequency could be daily or every other day - depends on the usage - with an approximate quantity per delivery of 32 ton.	ACKNOWLEDGED
#5	Emergency deliveries to be made within 24 hours of request. Purchaser will endeavor to keep emergency deliveries to a minimum. Select "yes" acknowledging specification could be meet if required.	YES
	Deliveries shall be made between 5:30 p.m. and 7:30 a.m. 7 days per week so there is no disruption to the flow of residential	

#6	customer traffic, with the exception of recognized holidays unless arranged in advance. The City is not liable for any charges due to traffic at the WTEF.	ACKNOWLEDGED:
#7	Deliveries will be delivered within _____ calendar days of placement of order?	7
#8	I understand that all FREIGHT/TRANSPORTATION CHARGES are the responsibility of the winning supplier	ACKNOWLEDGED:
#9	Does Bidder intend on charging an Insurance Fee that would be incurred in regards to each delivery.	No
#10	If intending on charging an Insurance Fee in regards to each delivery, bidder must enter insurance cost that would be expected to be incurred per delivery, as a separate line item on invoice and make sure the "insurance fee" line on the pricing sheet is filled in.	\$0.00
#11	Does Bidder intend on charging a Fuel Surcharge fee in regards to each delivery that would be included on invoice.	Yes
#12	If intending on charging a Fuel Surcharge Fee per delivery, state how fuel surcharge is calculated, and provide an estimated cost that could be expected to be listed as a separate line item on invoice and the "fuel surcharge" line on the pricing page is filled in.	We are using an industry standard fuel surcharge calculation. Since our bid is based on the Dick Irvin rate structure, we are very familiar with the calculation and can work with you to provide any backup necessary. In addition, Pete Lien & Sons can handle administering the calculation so that the City does not see any costs or problems. The fuel surcharge fee of 1% applies for each \$0.05 fuel increase over \$2.00 per gallon We update the fuel surcharge weekly using Region 4, Rocky Mountain. As of today, the price is \$3.207 and a 25% FSC applies. To illustrate the calculation, the freight rate (\$95.31/ton) is multiplied by the current % rate (25%), therefore we get a fuel surcharge rate of \$23.83/ton. The costs per load is calculated by \$23.83/ton x 32 tons/load = \$762.56/load x 187 loads/year = \$142,599.
	The contractor will monitor the WTEF lime levels by contacting WTEF Control daily via phone 509 625-6516 to obtain current lime levels; based upon coordination with WTEF Control Room, Contractor will coordinate with lime supplier bulk lime requirements for WTE Facility to enable onload of lime at lime	

#1	supplier's plant and provide transport and offload at WTEF. Skilled drivers will be required to break-up trailers (Semi and Pup) as required to offload lime into lime silo at the WTEF. All lime shipments will be tested for reactivity by WTEF personnel prior to offloading. WTEF Control Room is to be advised of all deliveries 24 to 48 hours prior to delivery. All WTEF Safety procedures shall be adhered to while on WTEF premises. Contractor shall be available 24 hours on call.	ACKNOWLEDGED:
#2	Contractor shall provide a prepositioned, on-site at WTEF, lime-loaded pneumatic "pup" trailer. Trailer is to be left on site for emergency situations. When required to be offloaded provide service. Ensure pup trailer is offloaded into WTEF silo no less than once per calendar quarter to ensure reactivity of lime. Lime shall be tested by WTEF personnel prior to offloading. Coordinate the immediate replenishment of pup trailer anytime offloaded.	ACKNOWLEDGED:
#3	Contractor shall transport lime in DOT approved clean, uncontaminated pneumatic trailer trucks, equipped with blower and 4-Inch "quick connect" fittings.	ACKNOWLEDGED:
#4	Contractor shall ensure all deliveries are made between 5:30 p.m. and 7:30 a.m. Check in at WTEF Control Room upon arriving at WTEF to enable WTEF to conduct Acceptability Test of lime prior to offloading. Contractor will be held responsible to comply with the established receiving program. The City of Spokane also reserves the right to add delivery locations, if needed, within the city limits	ACKNOWLEDGED:
#5	Contractor shall coordinate with lime supplier regarding rejection of any lime supplier lime delivered to WTEF that does not meet lime specifications set between WTEF and lime supplier such as, but not limited to, not passing Acceptability Test, oversize or undersize of lime preventing offload into silo, or heavy contamination of rocks. Transport rejected lime back to lime supplier ensuring an immediate replacement delivery. Coordinate payment with lime supplier for any "contractor-incurred" cost associated with any rejected load(s). Coordinate with WTEF Control Room if the staged pup trailer should be offloaded into silo until replacement load is delivered.	ACKNOWLEDGED:
#6	Contractor shall provide lime supplier's MSDS and analyses to verify quality with very lime delivery; and Bill of Lading for each delivery reflecting quantity delivered and offloaded ensuring Bill of Lading is signed by WTEF Employee.	ACKNOWLEDGED:
SERVICE SCHEDULE	Contractor is responsible for being in daily phone communication with WTEF Control Room to be able to monitor WTEF lime levels and to coordinate with lime supplier to ensure lime availability to enable Contractor to provide bulk lime deliveries. Deliveries could vary from every day to every-other-day as determined based upon Contractor's daily phone-call interaction with WTEF Control Room obtaining lime levels to prevent the WTEF from running out of lime; or predetermined levels as established between daily interactions between Contractor and WTEF Control Room.	ACKNOWLEDGED:
#1	Company Name	Pete Lien and Sons
#2	Company Mailing Address	P.O. Box 440 Rapid City

		SD 57709-0440
#3	Company Physical Address	3401 Universal Dr. Rapid City, SD 57702
#4	Company Phone Number	307-414-0867 
#5	Person's Name, Title, Email Address, and Phone Number Submitting Bid	Gerald Van Campen Industrial Sales Supervisor gvancampen@petelien.com 307-414-0867 
#6	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this Invitation To Bid, to furnish items at the prices stated	ACKNOWLEDGED
#7	State Person and Phone number To Be Contacted By City Concerning Items Bid	Gerald Van Campen 307-414-0867 
#8	Successful Bidder will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement. Enter representative's name, phone number, and Email Address	Gerald Van Campen 307-414-0867  gvancampen@petelien.com
#9	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	City of Spokane RFP response letter.pdf
#10	Bidder's Client list for the past twelve (12) months is to be included with Bid Proposal forms. Bidder shall furnish names, addresses, telephone numbers, and email addresses of representatives for each client on said list. The City will use this list to check references . If poor performance reports are received from any client on this list , the City may deem you non-responsible. If no client list is provided, the City may deem you non-responsive.	references.pdf
#11	Bidder accepts the Terms & Conditions as written and attached in the Documents tab. If said terms and conditions are not agreed to as written, the City may deem you non-responsive.	ACKNOWLEDGED
#1	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 Bidder 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 Bidder 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. *	ACKNOWLEDGED
#2	City of Spokane Business Registration Number	will apply once if successful on bid
#1	Proposal of an () individual () partnership () corporation organized and existing under the laws of the State of _____.	South Dakota
#1	The City of Spokane reserves the right to purchase additional items at the quoted price. Supplier agrees to sell at the same price, terms and conditions.	YES
#1	State name(s) and address(es) of Original Equipment Manufacturer (OEM) and distributors (if applicable) to be used in the production and delivery of your product.	Pete Lien and Sons will be producing all product, Dick Irvin Inc. will be the contracted carrier

#1	Bidder (is ____, is not ____) a Minority Business Enterprise. A Minority Business Enterprise is defined as a "business, privately or publicly owned, at least 51% of which is owned by minority group members. "For purpose of this definition, minority group members are Blacks, Hispanics, Asian Americans, American Indian or Alaskan Natives, or Women.	No
#1	Bidder (is ____, is not ____) a small business concern. (A small business concern for the purpose of government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is bidding on government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration).	Is Not
#1	The Bidder certifies that his/her firm has not entered into any agreement of any nature whatsoever to fix, maintain, increase or reduce the prices or competition regarding the items covered by this Bid invitation	Certifies No Agreement Has Been Entered
#1	The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to chapter 39.34 RCW. In submitting a response, the Bidder agrees to provide its services to other public agencies at the same contracted price, terms and conditions it is providing to the City of Spokane, contingent upon the supplier's review and approval at the time of a requested contract. The Supplier's right to refuse to enter into a contract with another public agency at the time of request shall be absolute.	ACKNOWLEDGED
#1	During the term of the contract, the Vendor shall maintain in force at its own expense, each insurance coverage noted below: A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; 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 Vendor's services to be provided under this contract; and C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles. D. Pollution Legal Liability Insurance with a minimum coverage for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence. Pollution Liability covers sums the Vendor is legally obligated to pay as a result of emission, discharge, release, or escape of any contaminants, irritants, or pollutants in or on land, the atmosphere, or any water course or body of water, provided this results in environmental damage. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the	ACKNOWLEDGED:

	Vendor or its insurer(s) to the City. As evidence of the insurance coverages required by this contract, the Vendor shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Vendor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.	
#1	The initial contract shall be for a two (2) year period beginning approximately February 1, 2020, spanning thru January 31, 2022	ACKNOWLEDGED
#2	Bidder acknowledges that successful Bidder must have a proven ability to provide High Calcium Quicklime that meet specification over a two-year period. That the City of Spokane Waste To Energy plant operates a 24-hour/365 day per year environment and works under aggressive deadlines and schedules that require suppliers to provide high service levels. Suppliers cannot change chemical sources without written approval by the City of Spokane. Select "yes" acknowledging specification to be adhered to.	Yes
#1	Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for three (3) additional one-year contract periods with the total contract period not to exceed five (5) years.	ACKNOWLEDGED
#1	Bids must provide 100 days for acceptance by the City from the due date for receipt of Bids	ACKNOWLEDGED
#1	Adjustments to pricing shall be the result of increases at the manufacturer's level, incurred after contract commencement date, shall not produce a higher profit margin than that on the original contract, clearly identify the items impacted by the increase, and be accompanied by documentation acceptable to Spokane City sufficient to justify the requested increase. Spokane City will be the sole judge as to the acceptability of sources. Acceptance of a request will be at the sole discretion of Spokane City	ACKNOWLEDGED
#2	Price increases will not be considered before the end of the first term of the Contract, 2/1/20– 1/31/22.	ACKNOWLEDGED
#3	Approved price adjustments shall remain unchanged for at least 12 months thereafter unless due to extraordinary circumstances as documented by the Contractor and concurred with by the City	ACKNOWLEDGED
#4	A written request for a price adjustment will be submitted a minimum of sixty (60) calendar days in advance of a proposed effective date	ACKNOWLEDGED
#5	An approved price increase will become effective after the approval of the increase.	ACKNOWLEDGED
#6	Retroactive price increase adjustments will not be considered	ACKNOWLEDGED
	During the term of the contract, should the Supplier realize any declines at the manufacturer's level, or cost reductions, or enter into pricing agreements with other customers providing greater benefits or lower pricing, The Supplier shall immediately request	

#7	that an amendment to the Contract to provide similar pricing to the City, if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. The Supplier shall immediately notify the City of any such contracts entered into by the Contractor. Price decreases may be considered and implemented at any time upon mutual consent of the parties	ACKNOWLEDGED
#8	Approved price changes will be put into effect through the use of a change order to the Agreement. Price changes will not be retroactive	ACKNOWLEDGED
#9	Failure to reach agreement on a request for an increase in price(s) can, at the sole option of the City, result in the termination of the Agreement for cause.	ACKNOWLEDGED
#1	The acceptance of late performance by the Purchaser shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligations remaining to be performed by Supplier.	ACKNOWLEDGED
#2	When items ordered are not delivered within the terms and time frame established by the contract, Purchaser may procure comparable units from another source and Supplier will be required to pay any differences in cost.	ACKNOWLEDGED
#1	In accordance with SMC 7.06.172(A), the Bidder certifies that the products bid and to be supplied (to include product packaging) do not contain polychlorinated biphenyls (PCB's). Moreover and consistent with SMC 7.06.172(B), the City of Spokane, at its sole discretion, may require (at no cost to the City) the apparent successful bidder to provide testing data (prior to contract execution or issue of purchase order) from an accredited laboratory or testing facility documenting the proposed products and or product packaging polychlorinated biphenyl levels.	YES
#2	As far as you know has this type product been tested for PCBs by a WA State accredited lab using EPA Method 1668c (or equivalent as updated)?	YES
#3	If so were PCBs found at a measureable level?	NO
#4	As far as you know has this actual product been tested for PCBs by a WA State accredited lab using EPA Method 1668 (or equivalent as updated)?	NO
#5	If so attach the results or note from whom the results can be obtained.	N/A
#6	Do you have reason to believe the product contains measureable levels of PCBs?	NO
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	NO
#1	Time is of the essence in the performance of this contract.	Yes
#2	Successful Bidder must use high quality, safe equipment and operating procedures required to perform the work	Yes
#3	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Bid in a manner that is most advantageous to the continued efficient operation of the City.	Yes
#4	The City reserves the right to accept or reject any part of or all Bids, and to accept the Bid deemed to be in the best interest of the City.	Yes
	The City of Spokane reserves the option of awarding this	

#5	purchase by item grouping or by any manner most advantageous for the City.	Yes
#6	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	Yes
#1	All Chemicals delivered shall be comparable to the specifications set forth. These specifications are "nominal" specifications. Supplier should supply their minimum chemical specifications including all information listed the City of Spokane Waste To Energy's "nominal" specifications.	Yes
#2	Supplier will supply the City of Spokane with analyses to verify quality with every lime delivery.	ACKNOWLEDGED:
#3	Supplier will ship lime purchased in hereunder to the City of Spokane Waste to Energy Facility by clean, uncontaminated pneumatic trailer trucks with 4-inch "quick connect" fittings	ACKNOWLEDGED:
#4	All lime shipments will be tested for reactivity per ASTM C-110	ACKNOWLEDGED:
#4a	ACCEPTABILITY TEST: Each load of product must pass the Acceptability Test performed by the City of Spokane as set forth below: Step1: Collect 25 grams of pebble lime from Product load Step 2: Add 100ml of 25 deg C water Step 3: Add lime to the water and stir continuously Step 4: Record the temperature after 1,2,3,4 and 5 minutes	ACKNOWLEDGED:
#4b	In order for the City of Spokane to accept the load, the temperature must rise > 30deg C in three (3) minutes. This sample will also be observed for impurities and may be rejected if load has notable contamination.	
#5	Annual Estimated Quantity is 6,000 Tons More or Less. Quantity is an estimate only and are not guaranteed. Actual usage may be more or less. Orders will be placed as needed throughout contract term with a blanket order process.	Yes
#6	Any High Calcium Quicklime delivered that does not meet specifications will not be acceptable. If the supplier's product is unsatisfactory but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option, a new supplier will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material that does not meet specifications or was not delivered on time, will be assumed by the supplier.	ACKNOWLEDGED:
#7	If the product differs from the provisions contained herein, these differences must be explained in detail.	understood
#8	Suppliers found to have "overstated" the true ability of their product shall reimburse the City for all costs incurred with remanufacturing or replacement of units until all criteria has been satisfied. These costs shall also include legal, rentals, travel, etc.	ACKNOWLEDGED
#9	Any references herein to a particular make or model number are intended not to be restrictive, but to set forth an acceptable level of quality and design.	ACKNOWLEDGED
#10	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications	ACKNOWLEDGED
#11	Federal and State laws governing this product must be satisfied.	ACKNOWLEDGED
	The High Calcium Quicklime shall be transported in DOT approved tanker trucks and transferred to storage tanks at the	

#12	Waste to Energy Facility, S. 2900 Geiger Blvd., Spokane, Washington, 99224. Method and equipment for delivery shall be compatible with the WTEF site and with receiving and storage equipment available at the site. Deliveries are to be made between 5:30 p.m. and 7:30 a.m. 7 days per week. All High Calcium Quicklime is to be delivered (F.O.B.) to the storage tanks at the WTEF. The City of Spokane also reserves the right to add delivery locations, if needed, within the city limits. The City is not liable for any charges due to traffic at the WTEF	ACKNOWLEDGED
#13	If the Vendor's product is unsatisfactory, but was inadvertently placed into the facilities system prior to rejection and subsequently causes physical damage or extra cleanup labor, the City will be reimbursed for any associated costs, and at the City's option a new supplier will be used. Any equipment damage, down time, labor charges, fines, or any other costs caused by material which does not meet specifications, or was not delivered on time, will be assumed by the Vendor.	ACKNOWLEDGED:
#1	Specification Sheet, Certificate of Analysis, Bill of Lading, Safety Date Sheet to accompany each delivery. Select "yes" acknowledging specification to be adhered to.	Yes
#2	Bidder must upload Safety Date Sheet. Upload SDS	PLS_Lime (004).pdf
#3	Bidder confirms the price-per-ton is delivered-price per to inclusive of chemical cost and transport cost. Select "yes" to confirm.	Yes
#4	Bidder acknowledges it would apply Sales Tax of 8.9% when invoicing. Select "yes" to confirm.	Yes
#5	In regards to invoicing select all line item cost that would be reflected on each invoice: Chemical Delivered Price Per-Ton, Insurance & Sec, Fuel Surcharge, Tax 8.9%	Chemical Delivered Price Per Ton,Tax 8.9%
#6	Cost for Pump-Out Services would be addressed when service is required.	ACKNOWLEDGED
#7	Should Pump-Out Services be required, Supplier would need an approximate advance notice of how many calendar days?	7
#8	I have downloaded Minimum Specs for the High Calcium QuickLime Document from the Documents Tab and have read and understand.	Yes
#9	Supplier will be responsible for making daily contact with the Control Room for current Lime levels to enable vendor to know when deliveries will be required.	YES
#10	Supplier will ship lime purchased in hereunder to the City of Spokane Waste to Energy Facility by clean, uncontaminated pneumatic trailer trucks with 4-inch "quick connect" fittings and a blower for unloading Lime into silo.	ACKNOWLEDGED:
#11	Capacity of tankers shall comply with DOT specifications.	ACKNOWLEDGED:
#12	Deliveries shall be made to the storage tanks at the Waste to Energy Facility	ACKNOWLEDGED:
#13	Delivery method is to be compatible with unloading equipment at delivery point – Waste to Energy Facility.	ACKNOWLEDGED:
#14	Deliveries shall be made between 5:30 p.m. and 7:30 a.m. 7 days per week. Deliveries may be necessary on Holidays depending on last previous delivery. Deliveries to be in accordance with special instructions on #12 above.	ACKNOWLEDGED:
	The price, including the effect of discounts. Price may be	

#1	determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.	ACKNOWLEDGED
#2	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	ACKNOWLEDGED
#3	The Bidder's ability to provide prompt and efficient service and/or delivery.	ACKNOWLEDGED
#4	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	ACKNOWLEDGED
#5	The quality of performance of previous contracts or services	ACKNOWLEDGED
#6	The previous and existing compliance by the Bidder with the laws relating to the contract or services.	ACKNOWLEDGED
#7	Uniformity or interchangeability.	ACKNOWLEDGED
#8	The energy efficiency of the product throughout its life.	ACKNOWLEDGED
#9	Any other information having a bearing on the decision to award the contract.	ACKNOWLEDGED
#10	BIDDING ERRORS: Unit pricing will prevail in the circumstance of unit and extension pricing discrepancies. When, after the opening and tabulation of Bids, a Bidder claims error, and requests to be relieved of award, he will be required to promptly present certified work sheets. The Purchaser will review the work sheets and if the Purchaser is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of his Bid.	ACKNOWLEDGED
#11	BIDDER PREQUALIFICATION: Prior to award of contract or purchase, Bidders shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work, unless waived by the Purchaser.	ACKNOWLEDGED
#12	REJECTION OF BIDS: The Purchaser reserves the right to reject any or all Bids; to waive minor deviations from the specifications, to waive any informality in bids received, whenever it is in the Purchaser's best interest, and to accept or reject all or part of this Bid at prices shown.	ACKNOWLEDGED
#13	AWARD OF CONTRACT: Award of contract or purchase, when made, will be to the Bidder whose Bid is the most favorable to the Purchaser, taking into consideration price and the other evaluation factors. STATE CONTRACTS WHERE APPLICABLE WILL BE CONSIDERED AS A BID. The City Council shall make the award of contract or purchase. Unsuccessful Bidders will not automatically be notified of Bid results.	ACKNOWLEDGED
#1	Should Bidder Want To Upload Upload Any Additional Document(s) Please Do So Here. ***Please Note: Should Bidder Want To Add More Than One Document, ensure all documents are combined into a single document prior to uploading as bidder would only be able to upload one document here	

Pricing Responses

Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
1	HIGH CALCIUM QUICKLIME Annual Estimate 6,000 Tons More	Base	Delivered Price Ton	6,000.00	\$200.09	\$1,200,540.00	

	Or Less					
2	Estimated Fuel Surcharge Per Delivery; Estimated 187 Deliveries More Or Less Per Year	Base	Per Delivery	187.00	\$762.56	\$142,598.72
3	Estimated Insurance Fee Per Delivery; Estimated 187 Deliveries More Or Less Per Year	Base	Per Delivery	187.00	\$0.00	\$0.00
4	Estimated Annual Sales Tax or USE Tax Amount To Be Incurred Based On Tax Rate of 8.9% Being Applied To: Estimated 6,000 Tons, Fuel Surcharge (If Applicable) and Ins Fee (If Applicable) For Estimated 187 Deliveries	Base	Annual	1.00	\$119,539.35	\$119,539.35
Total Base Bid		\$1,462,678.07				



Agenda Sheet for City Council Meeting of:
02/10/2020

Date Rec'd	1/27/2020
Clerk's File #	OPR 2017-0257
Renews #	
Cross Ref #	
Project #	
Bid #	RFB 4337-17
Requisition #	CR 21412

Submitting Dept	SOLID WASTE DISPOSAL
Contact Name/Phone	CHRIS AVERYT 625-6540
Contact E-Mail	CAVERYT@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	4490 MECHANICAL REPAIRS AT THE WTE

Agenda Wording

Contract with Knight Const. & Supply, Inc. for mechanical repairs at the WTE. Contract will span from April 1, 2020 through March 31, 2021 for a total cost not to exceed \$1,800,000.00 including tax.

Summary (Background)

The necessary scheduled and emergency maintenance work at the WTE requires specialized millwright skills. In response to RFB 4337-17 in 2017, the City received bids for these mechanical repairs to plant equipment and infrastructure. Knight Const. & Supply, Inc., of Deer Park, WA was awarded the contract for one year with the possibility of four (4) additional one-year extensions. This is the third of those extensions. Labor rates for 2020 will increase to reflect prevailing wage rate increases.

<u>Fiscal Impact</u>	Grant related? NO Public Works? YES	<u>Budget Account</u>
Expense	\$ 1,800,000.00	# 4490-44100-37148-54803-34002
Select	\$	#
Select	\$	#
Select	\$	#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	AVERYT, CHRIS	<u>Study Session</u> PSCH 2/3/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<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	caveryt@spokanecity.org
		rrinderle@spokanecity.org
		dave@knightconst.com

Briefing Paper

Public Safety and Community Health Committee

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Mechanical Repairs at the Waste to Energy Facility
Date:	February 3, 2020
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 and Community Health Committee/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:	Innovative Infrastructure-Managing our assets
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval of the contract to allow for uninterrupted emergency and scheduled mechanical work at the WTE
Background/History: The necessary scheduled and emergency maintenance work at the WTE requires specialized millwright skills. In response to RFB #4337-17, on March 13, 2017, the City received bids from contractors qualified to perform these mechanical repairs to plant equipment and infrastructure. Knight Construction & Supply, Inc., which is a local business, was the only bidder. This is the third of four (4) extensions with cost to OPR 2017-0257 which runs from April 1, 2020 through March 31, 2021 and will cost \$1,800,000.00 including taxes.	
Executive Summary: <ul style="list-style-type: none"> Extension #3 of 4 with cost to OPR 2017-0257. The term of this extension shall run from April 1, 2020 through March 31, 2021. Cost of the extension for 2020 is \$1,800,000 including taxes. Contractor to provide mechanical repairs at the City's Waste to Energy Facility per RFB #4337-17. 2020 labor rates will be increased to reflect the increase in prevailing wage rates. 	
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 checked="" type="checkbox"/> Yes <input 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 EXTENSION 3 OF 4
WITH COST**

**Title: MECHANICAL REPAIRS AT THE CITY'S
WASTE TO ENERGY FACILITY (WTE)**

This Contract Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KNIGHT CONSTRUCTION AND SUPPLY, INC.**, whose address is 28308 North Cedar Road, Deer Park, Washington 99006 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to 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 City's Request For Bids (RFB # 4337-17) entitled MECHANICAL REPAIRS AT THE CITY'S WASTE TO ENERGY FACILITY (WTE); and

WHEREAS, the initial contract provided for 4 additional one-year extensions, with this being the 3rd of those extensions.

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

1. CONTRACT DOCUMENTS.

The Contract, dated April 25, 2017 and May 10, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Extension shall become effective on April 1, 2020.

3. EXTENSION.

The contract documents are hereby extended and shall run through March 31, 2021.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,800,000.00)** for everything furnished and done under this Contract Extension.

5. PREVAILING WAGES MULTI-YEAR CONTRACTS AND EXTENSIONS.

For multi-year contracts and/or contract extensions, prevailing wage rates must be updated annually, using the rates in effect at the beginning of each contract year (not calendar year), and

intents and affidavits for prevailing wages paid must be submitted annually for all work completed during the previous 12 months. RCW 35.22.620.

6. PREVAILING WAGES PRICE ADJUSTMENTS.

Upon the effective date of revised prevailing wages adopted by the Department of Labor and Industries at the anniversary date of the contract, the City of Spokane shall adjust the prevailing wages (hourly wage rates and fringe benefits) bid by the Contractor or subsequently adjusted by the terms of this paragraph. In order to calculate the change in prevailing wages due to the Contractor, the Contractor shall provide to the City of Spokane a breakdown of the fully loaded labor rates for each classification of labor including hourly wage rates, fringe benefits, overhead and profit. The City of Spokane shall not pay for any price escalation for overhead, profit, equipment, material, or any other costs except for changes in the prevailing wages. The revised prevailing wages shall be effective for any Work issued after the effective date of the revised prevailing wages. The basis of modified prevailing wage rates applicable for the contract shall be calculated and issued in writing by the City of Spokane, but such changes shall not be included in a change order. To the extent that the contract sum changes, a change order will be issued as appropriate.

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

KNIGHT CONSTRUCTION AND SUPPLY, 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

20-020

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

02/10/2020

Date Rec'd

1/28/2020

Clerk's File #

OPR 2020-0092

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 – LOW BID AWARD – DW EXCAVATING, INC.,

Cross Ref #**Project #**

2017141

Bid #**Requisition #**

CR #

Agenda Wording

Low Bid of DW Excavating, Inc., (Davenport, WA) for Rowan Force Main & Water - NSC - \$3,588,033.00 plus tax. An administrative reserve of \$358,803.30 plus tax, which is 10% of the contract, will be set aside. (Hillyard Neighborhood Council)

Summary (Background)

On January 27, 2020 bids were opened for the above project. The low bid was from DW Excavating, Inc., in the amount of \$3,588,033.00, which is \$942,683.75 or 21.01% under the Engineer's Estimate; four other bids were received as follows: Halme Construction Inc., - \$3,631,009.45, S & L Underground Inc., - \$4,579,959.00, LaRiviere Inc., - \$4,952,259.25 and Red Diamond Construction - Non Responsive Bid.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Expense \$ 3,588,003.00

4250 47110 94350 56501 14361

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PIES 01/29/20

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

Additional Approvals

kgoodman@spokanecity.org

Purchasing

WAHL, CONNIE

dbuller@spokanecity.org

aduffey@spokanecity.org

Briefing Paper

PIES

Division & Department:	Engineering Services; Public Works
Subject:	Rowan Ave. – North South Corridor
Date:	January 27, 2020
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 necessitated by WS-DOT's North South Corridor (NSC) project.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review

Background/History:

As part of WS-DOT's NSC project, DOT is requiring most existing utilities which cross the future freeway to be removed or consolidated into a limited number of crossing points since DOT (and the City) want to minimize utilities beneath the future freeway. The City has had/will have multiple NSC related utility relocation projects over the past/next couple years, funded mostly by WS-DOT. Where the City desires upgrades beyond what currently exists, the City is responsible for those upgrade costs.

Executive Summary:

- This project focuses on the utilities crossing the proposed NSC route in the vicinity of Rowan Ave.
- At this location, three casings are proposed to be installed beneath the proposed freeway and parallel railroad tracks, two for sewer and one for water. These casings both protect City utilities and allow future replacement without needing access beneath the NSC.
- The water crossing is an upgrade since no existing water exists at this location. As such, the City is responsible for the cost of the water crossing.
- The intersections of Market/Rowan and Haven/Rowan will be impacted/closed by this project for up to 10 days each. During that period, a portion of Market and then a portion of Haven will be converted to two way such that traffic continues to flow on this important arterial couplet.

Budget Impact:

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

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

If new, specify funding source:

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

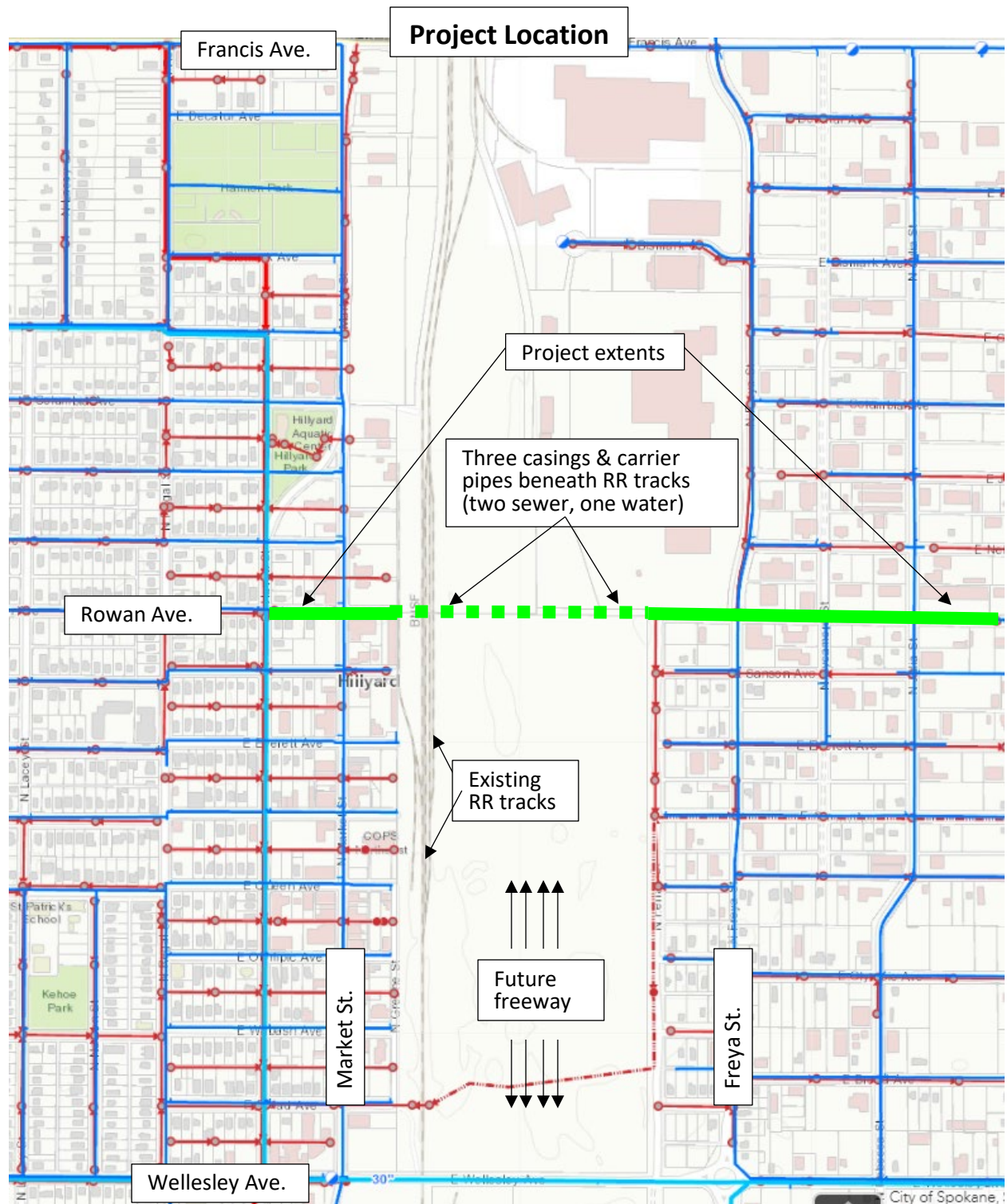
Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:



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

Project Number: 2017141

Project Description Rowan Ave. Sewer & Water (NSC)

Funding Source State

Preparer Jake Dial

Original Date 10/9/2019 11:11:04 AM

Update Date 1/27/2020 2:59:14 PM

Addendum

<i>Project Number:</i> 2017141			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Halme Construction Inc		S & L Underground 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>

Schedule Description

Tax Classification

Schedule 01 STREET IMPROVEMENT

Sales tax shall be included in unit prices

101	ADA FEATURES SURVEY	1 LS	*****	2,000.00	*****	913.00	*****	386.64	*****	12,000.00
102	SPCC PLAN	1 LS	*****	1,000.00	*****	111.00	*****	500.00	*****	20,000.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00	*****	2,220.00	*****	500.00	*****	45,000.00
104	HEALTH & SAFETY PLAN	1 LS	*****	8,000.00	*****	4,440.00	*****	4,418.65	*****	10,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	580.00	1,740.00	555.00	1,665.00	552.33	1,656.99	700.00	2,100.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,250.00	*****	5,000.00	*****	4,970.98	*****	5,500.00
107	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
108	MOBILIZATION	1 LS	*****	250,318.00	*****	190,500.00	*****	360,000.00	*****	445,000.00
109	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	83,440.00	*****	37,000.00	*****	75,770.28	*****	60,000.00
110	SPECIAL SIGNS	400 SF	20.00	8,000.00	12.36	4,944.00	11.05	4,420.00	12.00	4,800.00
111	SEQUENTIAL ARROW SIGN	1400 HR	5.00	7,000.00	1.72	2,408.00	1.10	1,540.00	2.00	2,800.00
112	PORTABLE CHANGEABLE MESSAGE SIGN	4100 HR	7.00	28,700.00	3.78	15,498.00	3.31	13,571.00	3.00	12,300.00
113	TYPE III BARRICADE	65 EA	75.00	4,875.00	55.00	3,575.00	27.62	1,795.30	35.00	2,275.00
114	REMOVE EXISTING CURB	275 LF	7.50	2,062.50	3.00	825.00	2.75	756.25	6.00	1,650.00

<i>Project Number:</i> 2017141			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Halme Construction Inc		S & L Underground 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 IMPROVEMENT					Sales tax shall be included in unit prices					
115	REMOVE EXISTING CURB AND GUTTER	350 LF	8.25	2,887.50	3.50	1,225.00	3.03	1,060.50	8.00	2,800.00
116	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	125 SY	10.25	1,281.25	9.44	1,180.00	5.20	650.00	12.00	1,500.00
117	SAWCUTTING CURB	20 EA	35.00	700.00	35.15	703.00	22.09	441.80	65.00	1,300.00
118	SAWCUTTING FLEXIBLE PAVEMENT	1525 LFI	1.00	1,525.00	2.40	3,660.00	0.30	457.50	2.00	3,050.00
119	ROADWAY EXCAVATION INCL. HAUL	3200 CY	22.00	70,400.00	15.55	49,760.00	23.35	74,720.00	24.00	76,800.00
120	COMMON BORROW INCL. HAUL	100 CY	32.00	3,200.00	20.17	2,017.00	14.11	1,411.00	28.00	2,800.00
121	PREPARATION OF UNTREATED ROADWAY	11000 SY	2.00	22,000.00	0.92	10,120.00	1.61	17,710.00	2.00	22,000.00
122	CRUSHED SURFACING TOP COURSE	2100 CY	40.00	84,000.00	37.84	79,464.00	39.74	83,454.00	38.00	79,800.00
123	CSTC FOR SIDEWALK AND DRIVEWAYS	15 CY	85.00	1,275.00	146.00	2,190.00	72.71	1,090.65	65.00	975.00
124	DUST CONTROL	2950 SY	2.50	7,375.00	0.88	2,596.00	2.21	6,519.50	1.50	4,425.00
125	HMA CL 1/2 IN. PG 64-28, 3 IN. DEPTH	375 SY	20.00	7,500.00	25.00	9,375.00	23.20	8,700.00	25.00	9,375.00
126	HMA CL 1/2 IN. PG 64-28, 4 IN. DEPTH	3300 SY	23.00	75,900.00	28.63	94,479.00	26.51	87,483.00	28.00	92,400.00
127	HMA CL 1/2 IN. PG 70-28, 5 IN. DEPTH	1200 SY	27.00	32,400.00	29.52	35,424.00	27.34	32,808.00	29.00	34,800.00
128	HMA CL 1/2 IN. PG 70-28, 5.5 IN. DEPTH	1725 SY	30.00	51,750.00	35.00	60,375.00	32.03	55,251.75	34.00	58,650.00
129	HMA CL 1/2 IN. PG 70-28, 8 IN. DEPTH	1300 SY	32.00	41,600.00	66.80	86,840.00	61.86	80,418.00	60.00	78,000.00
130	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
131	COMPACTION PRICE ADJUSTMENT	12550 EST	1.00	12,550.00	1.00	12,550.00	1.00	12,550.00	1.00	12,550.00
132	STORM SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	375 EA	45.00	16,875.00	58.50	21,937.50	48.32	18,120.00	40.00	15,000.00
133	CATCH BASIN TYPE 3	2 EA	2,950.00	5,900.00	2,200.00	4,400.00	2,537.69	5,075.38	2,800.00	5,600.00

<i>Project Number:</i> 2017141			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Halme Construction Inc		S & L Underground 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 IMPROVEMENT					Sales tax shall be included in unit prices					
134	CONNECT 8 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	4 EA	800.00	3,200.00	260.00	1,040.00	285.84	1,143.36	2,400.00	9,600.00
135	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	6 EA	625.00	3,750.00	560.00	3,360.00	465.36	2,792.16	500.00	3,000.00
136	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	4 EA	425.00	1,700.00	510.00	2,040.00	159.41	637.64	250.00	1,000.00
137	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	750.00	750.00	835.00	835.00	1,941.97	1,941.97	800.00	800.00
138	DRYWELL TYPE 1	1 EA	4,500.00	4,500.00	3,100.00	3,100.00	3,451.59	3,451.59	12,000.00	12,000.00
139	CLEANING EXISTING DRAINAGE STRUCTURE	15 EA	325.00	4,875.00	671.00	10,065.00	93.16	1,397.40	800.00	12,000.00
140	CATCH BASIN SEWER D.I. PIPE 8 IN. DIAM.	275 LF	40.00	11,000.00	66.00	18,150.00	42.38	11,654.50	70.00	19,250.00
141	ESC LEAD	1 LS	*****	5,000.00	*****	56.00	*****	500.00	*****	25,000.00
142	INLET PROTECTION	22 EA	90.00	1,980.00	61.00	1,342.00	57.63	1,267.86	150.00	3,300.00
143	STABILIZED CONSTRUCTION ENTRANCE	125 SY	18.00	2,250.00	17.00	2,125.00	23.87	2,983.75	30.00	3,750.00
144	SEEDING, FERTILIZING, & MULCHING	30 SY	3.00	90.00	57.00	1,710.00	3.58	107.40	40.00	1,200.00
145	TOPSOIL TYPE A, 2 INCH THICK	60 SY	11.50	690.00	14.00	840.00	7.04	422.40	65.00	3,900.00
146	SOD INSTALLATION	60 SY	18.75	1,125.00	17.00	1,020.00	9.29	557.40	4.00	240.00
147	CEMENT CONCRETE CURB	125 LF	38.00	4,750.00	38.00	4,750.00	35.35	4,418.75	32.00	4,000.00
148	CEMENT CONC. CURB AND GUTTER	350 LF	42.00	14,700.00	49.00	17,150.00	38.66	13,531.00	35.00	12,250.00
149	CEMENT CONCRETE DRIVEWAY	25 SY	78.00	1,950.00	86.00	2,150.00	125.93	3,148.25	130.00	3,250.00
150	CEMENT CONCRETE DRIVEWAY TRANSITION	10 SY	78.00	780.00	93.00	930.00	101.63	1,016.30	92.00	920.00

<i>Project Number:</i> 2017141			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Halme Construction Inc		S & L Underground 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 IMPROVEMENT					Sales tax shall be included in unit prices					
151	CEMENT CONC. SIDEWALK	125 SY	78.00	9,750.00	109.00	13,625.00	71.80	8,975.00	65.00	8,125.00
152	RAMP DETECTABLE WARNING RETROFIT	20 SF	31.00	620.00	23.00	460.00	55.23	1,104.60	60.00	1,200.00
153	SIGNING, PERMANENT, CONTRACTOR MANUF SIGNS	1 LS	*****	2,000.00	*****	3,500.00	*****	3,313.99	*****	5,000.00
154	PAVEMENT MARKING - DURABLE HEAT APPLIED	160 SF	10.50	1,680.00	14.00	2,240.00	13.26	2,121.60	16.00	2,560.00
155	BOLLARD TYPE II	2 EA	1,200.00	2,400.00	1,280.00	2,560.00	1,215.13	2,430.26	1,800.00	3,600.00
<i>Schedule Totals</i>				924,044.25		840,442.50		1,027,124.35		1,261,195.00

<i>Project Number:</i> 2017141			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Halme Construction Inc		S & L Underground 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 02</i> NON STREET IMPROVEMENT					Sales tax shall NOT be included in unit prices					
0		0 EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201	RAILROAD SURVEYING	1 LS	*****	25,000.00	*****	30,000.00	*****	1,159.90	*****	25,000.00
202	POTHOLING	20 EA	500.00	10,000.00	366.00	7,320.00	364.99	7,299.80	250.00	5,000.00
203	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	10 EA	685.00	6,850.00	318.00	3,180.00	182.97	1,829.70	250.00	2,500.00
204	REMOVE EXISTING <12 IN. DIAMETER PIPE	175 LF	16.50	2,887.50	6.00	1,050.00	5.21	911.75	12.00	2,100.00
205	REMOVE EXISTING >12 IN. TO <30 IN. DIAM. PIPE	25 LF	16.50	412.50	14.00	350.00	6.41	160.25	24.00	600.00
206	REMOVE UNSUITABLE FOUNDATION MATERIAL	85 CY	20.00	1,700.00	22.00	1,870.00	14.63	1,243.55	32.00	2,720.00
207	REPLACE UNSUITABLE FOUNDATION MATERIAL	85 CY	35.00	2,975.00	36.00	3,060.00	11.91	1,012.35	32.00	2,720.00
208	EXCAVATION & DISPOSAL OF CONTAMINATED MATL	2500 CY	125.00	312,500.00	23.80	59,500.00	21.31	53,275.00	60.00	150,000.00
209	EMBANKMENT COMPACTION	2500 CY	2.50	6,250.00	6.00	15,000.00	2.20	5,500.00	12.00	30,000.00
210	MANHOLE 48 IN	8 EA	3,600.00	28,800.00	2,000.00	16,000.00	4,486.94	35,895.52	5,500.00	44,000.00
211	MANHOLE ADDITIONAL HEIGHT 48" DIAM	20 VF	135.00	2,700.00	3.00	60.00	49.44	988.80	100.00	2,000.00
212	MANHOLE 48 IN, PVC	2 EA	10,000.00	20,000.00	10,000.00	20,000.00	10,499.79	20,999.58	14,000.00	28,000.00
213	MANHOLE 60 IN, PVC	1 EA	15,000.00	15,000.00	19,000.00	19,000.00	19,795.89	19,795.89	22,000.00	22,000.00
214	MANHOLE 60 IN, DOGHOUSE	1 LS	*****	25,000.00	*****	8,700.00	*****	8,228.80	*****	12,000.00
215	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	10 EA	725.00	7,250.00	800.00	8,000.00	540.33	5,403.30	500.00	5,000.00
216	MANHOLE TEST	10 EA	825.00	8,250.00	166.00	1,660.00	604.03	6,040.30	500.00	5,000.00
217	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	26.50	265.00	24.00	240.00	14.63	146.30	48.00	480.00
218	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	30.25	302.50	41.00	410.00	11.91	119.10	38.00	380.00

<i>Project Number:</i> 2017141			<i>Engineer's Estimate</i>		DW Excavating, Inc_		Halme Construction Inc		S & L Underground 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 02</i> NON STREET IMPROVEMENT					Sales tax shall NOT be included in unit prices					
219	TRENCH SAFETY SYSTEM	1 LS	*****	10,000.00	*****	45,600.00	*****	50,000.00	*****	35,000.00
220	PLUGGING EXISTING PIPE	10 EA	286.00	2,860.00	150.00	1,500.00	228.12	2,281.20	500.00	5,000.00
221	STEEL CASING PIPE 36 IN. DIAM., TRENCHLESS	875 LF	1,800.00	1,575,00.000	1,188.00	1,039,500.00	1,028.57	899,998.75	1,283.00	1,122,625.00
222	STEEL CASING PIPE 36 IN. DIAM., OPEN CUT	1075 LF	400.00	430,000.00	349.72	375,949.00	364.51	391,848.25	275.00	295,625.00
223	EXCAVATION & SUPPORT FOR TRENCHLESS	1 LS	*****	125,000.00	*****	112,600.00	*****	58,592.40	*****	110,000.00
224	D.I. CARRIER PIPE FOR WATER MAIN 12 IN. DIAM.	650 LF	105.00	68,250.00	53.00	34,450.00	85.18	55,367.00	140.00	91,000.00
225	D.I. CARRIER PIPE FOR SANITARY FORCE MAIN 8 IN. DIAM	650 LF	85.00	55,250.00	39.80	25,870.00	71.70	46,605.00	125.00	81,250.00
226	D.I. CARRIER PIPE FOR SANITARY FORCE MAIN 12 IN. DIAM.	650 LF	105.00	68,250.00	53.00	34,450.00	85.18	55,367.00	140.00	91,000.00
227	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00	*****	5,000.00	*****	35,000.00	*****	35,000.00
228	CLEANING EXISTING SANITARY SEWER	5 EA	400.00	2,000.00	689.00	3,445.00	331.40	1,657.00	4,500.00	22,500.00
229	D.I. PIPE FOR WATER MAIN 4 IN. DIAM.	40 LF	85.00	3,400.00	82.00	3,280.00	56.01	2,240.40	75.00	3,000.00
230	D.I. PIPE FOR WATER MAIN 6 IN. DIAM.	75 LF	85.00	6,375.00	58.00	4,350.00	50.40	3,780.00	84.00	6,300.00
231	D.I. PIPE FOR WATER MAIN 12 IN. DIAM.	3075 LF	65.00	199,875.00	92.00	282,900.00	75.02	230,686.50	90.00	276,750.00
232	SLEEVE AT WATER/SEWER CROSSING	12 EA	1,475.00	17,700.00	1,300.00	15,600.00	1,691.32	20,295.84	1,500.00	18,000.00
233	GATE VALVE 6 IN.	2 EA	1,500.00	3,000.00	1,000.00	2,000.00	1,133.68	2,267.36	1,200.00	2,400.00
234	GATE VALVE 8 IN.	3 EA	1,800.00	5,400.00	1,424.00	4,272.00	1,541.35	4,624.05	1,600.00	4,800.00
235	GATE VALVE 12 IN.	11 EA	2,800.00	30,800.00	2,435.00	26,785.00	2,547.73	28,025.03	3,200.00	35,200.00
236	HYDRANT ASSEMBLY	4 EA	5,450.00	21,800.00	5,100.00	20,400.00	5,285.20	21,140.80	5,500.00	22,000.00
237	MOVING EXISTING HYDRANT	1 EA	5,000.00	5,000.00	695.00	695.00	1,918.08	1,918.08	4,500.00	4,500.00

<i>Project Number:</i> 2017141		<i>Engineer's Estimate</i>			DW Excavating, Inc_		Halme Construction Inc		S & L Underground inc	
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<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 02</i> NON STREET IMPROVEMENT					Sales tax shall NOT be included in unit prices					
238	TRENCH EXCAVATION FOR WATER SERVICE TAP	225 LF	25.00	5,625.00	43.00	9,675.00	23.41	5,267.25	45.00	10,125.00
239	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	600 LF	63.00	37,800.00	76.00	45,600.00	20.00	12,000.00	94.00	56,400.00
240	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	15 LF	65.50	982.50	98.00	1,470.00	100.03	1,500.45	110.00	1,650.00
241	SANITARY SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	600 LF	87.00	52,200.00	64.50	38,700.00	72.55	43,530.00	125.00	75,000.00
242	D.I. PIPE FOR FORCE MAIN 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	2275 LF	65.00	147,875.00	65.00	147,875.00	70.26	159,841.50	88.00	200,200.00
243	CERAMIC D.I. PIPE FOR FORCE MAIN 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	36 LF	150.00	5,400.00	142.00	5,112.00	117.74	4,238.64	124.00	4,464.00
244	D.I. PIPE FOR FORCE MAIN 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	2275 LF	85.00	193,375.00	81.50	185,412.50	83.52	190,008.00	105.00	238,875.00
245	CERAMIC D.I. PIPE FOR FORCE MAIN 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	25 LF	200.00	5,000.00	239.00	5,975.00	169.37	4,234.25	168.00	4,200.00
246	CONNECTION TO EXISTING FORCE MAIN	1 LS	*****	8,000.00	*****	3,700.00	*****	9,996.88	*****	42,000.00
247	SIDE SEWER PIPE 4 IN. DIAM.	175 LF	29.50	5,162.50	43.00	7,525.00	44.83	7,845.25	120.00	21,000.00
248	SIDE SEWER PIPE 6 IN. DIAM.	300 LF	30.50	9,150.00	87.00	26,100.00	50.86	15,258.00	128.00	38,400.00
249	ABANDON EXISTING 14 IN. FORCE MAIN	1 LS	*****	25,000.00	*****	36,400.00	*****	68,460.33	*****	25,000.00
<i>Schedule Totals</i>				3,606,672.50		2,747,590.50		2,603,885.10		3,318,764.00

Project Number: 2017141			Engineer's Estimate				LaRiviere Inc			
Item No	Bid Item Description	Est. Qty	Unit Price	Amount			Unit Price	Amount	Unit Price	Amount
Schedule Description						Tax Classification				
Schedule 01 STREET IMPROVEMENT		Sales tax shall be included in unit prices								
101	ADA FEATURES SURVEY	1 LS	*****	2,000.00			*****	2,200.00	*****	0.00
102	SPCC PLAN	1 LS	*****	1,000.00			*****	2,800.00	*****	0.00
103	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	5,000.00			*****	5,600.00	*****	0.00
104	HEALTH & SAFETY PLAN	1 LS	*****	8,000.00				3,300.00	*****	0.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	3 EA	580.00	1,740.00				6,900.00	0.00	0.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	3,250.00				1,100.00	*****	0.00
107	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00				1.00	0.00	0.00
108	MOBILIZATION	1 LS	*****	250,318.00				495,000.00	*****	0.00
109	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	83,440.00				135,000.00	*****	0.00
110	SPECIAL SIGNS	400 SF	20.00	8,000.00				8,400.00	0.00	0.00
111	SEQUENTIAL ARROW SIGN	1400 HR	5.00	7,000.00				3,920.00	0.00	0.00
112	PORTABLE CHANGEABLE MESSAGE SIGN	4100 HR	7.00	28,700.00				17,220.00	0.00	0.00
113	TYPE III BARRICADE	65 EA	75.00	4,875.00				715.00	0.00	0.00
114	REMOVE EXISTING CURB	275 LF	7.50	2,062.50				3,300.00	0.00	0.00
115	REMOVE EXISTING CURB AND GUTTER	350 LF	8.25	2,887.50				4,200.00	0.00	0.00
116	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	125 SY	10.25	1,281.25				2,375.00	0.00	0.00
117	SAWCUTTING CURB	20 EA	35.00	700.00				560.00	0.00	0.00
118	SAWCUTTING FLEXIBLE PAVEMENT	1525 LFI	1.00	1,525.00				533.75	0.00	0.00
119	ROADWAY EXCAVATION INCL. HAUL	3200 CY	22.00	70,400.00				70,400.00	0.00	0.00

<i>Project Number:</i> 2017141			<i>Engineer's Estimate</i>				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 IMPROVEMENT					Sales tax shall be included in unit prices					
120	COMMON BORROW INCL. HAUL	100 CY	32.00	3,200.00			47.00	4,700.00	0.00	0.00
121	PREPARATION OF UNTREATED ROADWAY	11000 SY	2.00	22,000.00			1.60	17,600.00	0.00	0.00
122	CRUSHED SURFACING TOP COURSE	2100 CY	40.00	84,000.00			48.00	100,800.00	0.00	0.00
123	CSTC FOR SIDEWALK AND DRIVEWAYS	15 CY	85.00	1,275.00			110.00	1,650.00	0.00	0.00
124	DUST CONTROL	2950 SY	2.50	7,375.00			0.95	2,802.50	0.00	0.00
125	HMA CL 1/2 IN. PG 64-28, 3 IN. DEPTH	375 SY	20.00	7,500.00			23.00	8,625.00	0.00	0.00
126	HMA CL 1/2 IN. PG 64-28, 4 IN. DEPTH	3300 SY	23.00	75,900.00			27.00	89,100.00	0.00	0.00
127	HMA CL 1/2 IN. PG 70-28, 5 IN. DEPTH	1200 SY	27.00	32,400.00			28.00	33,600.00	0.00	0.00
128	HMA CL 1/2 IN. PG 70-28, 5.5 IN. DEPTH	1725 SY	30.00	51,750.00			32.00	55,200.00	0.00	0.00
129	HMA CL 1/2 IN. PG 70-28, 8 IN. DEPTH	1300 SY	32.00	41,600.00			62.00	80,600.00	0.00	0.00
130	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00			-1.00	-1.00	0.00	0.00
131	COMPACTION PRICE ADJUSTMENT	12550 EST	1.00	12,550.00			1.00	12,550.00	0.00	0.00
132	STORM SEWER PIPE 10 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	375 EA	45.00	16,875.00			64.00	24,000.00	0.00	0.00
133	CATCH BASIN TYPE 3	2 EA	2,950.00	5,900.00			2,700.00	5,400.00	0.00	0.00
134	CONNECT 8 IN. DIAM. PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	4 EA	800.00	3,200.00			910.00	3,640.00	0.00	0.00
135	ADJUST EXISTING MANHOLE, CATCH BASIN, DRYWELL, OR INLET IN ASPHALT	6 EA	625.00	3,750.00			610.00	3,660.00	0.00	0.00
136	ADJUST EXISTING VALVE BOX, MONUMENT OR CLEANOUT IN ASPHALT	4 EA	425.00	1,700.00			610.00	2,440.00	0.00	0.00

<i>Project Number:</i> 2017141			<i>Engineer's Estimate</i>			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 IMPROVEMENT						Sales tax shall be included in unit prices				
137	RETROFIT SURFACE INLET CATCH BASIN WITH FRAME & BI-DIRECTIONAL VANED GRATE	1 EA	750.00	750.00			580.00	580.00	0.00	0.00
138	DRYWELL TYPE 1	1 EA	4,500.00	4,500.00			3,700.00	3,700.00	0.00	0.00
139	CLEANING EXISTING DRAINAGE STRUCTURE	15 EA	325.00	4,875.00			330.00	4,950.00	0.00	0.00
140	CATCH BASIN SEWER D.I. PIPE 8 IN. DIAM.	275 LF	40.00	11,000.00			68.00	18,700.00	0.00	0.00
141	ESC LEAD	1 LS	*****	5,000.00			*****	2,000.00	*****	0.00
142	INLET PROTECTION	22 EA	90.00	1,980.00			89.00	1,958.00	0.00	0.00
143	STABILIZED CONSTRUCTION ENTRANCE	125 SY	18.00	2,250.00			22.00	2,750.00	0.00	0.00
144	SEEDING, FERTILIZING, & MULCHING	30 SY	3.00	90.00			11.00	330.00	0.00	0.00
145	TOPSOIL TYPE A, 2 INCH THICK	60 SY	11.50	690.00			33.00	1,980.00	0.00	0.00
146	SOD INSTALLATION	60 SY	18.75	1,125.00			28.00	1,680.00	0.00	0.00
147	CEMENT CONCRETE CURB	125 LF	38.00	4,750.00			45.00	5,625.00	0.00	0.00
148	CEMENT CONC. CURB AND GUTTER	350 LF	42.00	14,700.00			45.00	15,750.00	0.00	0.00
149	CEMENT CONCRETE DRIVEWAY	25 SY	78.00	1,950.00			67.00	1,675.00	0.00	0.00
150	CEMENT CONCRETE DRIVEWAY TRANSITION	10 SY	78.00	780.00			67.00	670.00	0.00	0.00
151	CEMENT CONC. SIDEWALK	125 SY	78.00	9,750.00			67.00	8,375.00	0.00	0.00
152	RAMP DETECTABLE WARNING RETROFIT	20 SF	31.00	620.00			28.00	560.00	0.00	0.00
153	SIGNING, PERMANENT, CONTRACTOR MANUF SIGNS	1 LS	*****	2,000.00			*****	3,300.00	*****	0.00
154	PAVEMENT MARKING - DURABLE HEAT APPLIED	160 SF	10.50	1,680.00			13.00	2,080.00	0.00	0.00

<i>Project Number:</i> 2017141			<i>Engineer's Estimate</i>				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>

Schedule Description					Tax Classification				
Schedule 01 STREET IMPROVEMENT					Sales tax shall be included in unit prices				
155	BOLLARD TYPE II	2 EA	1,200.00	2,400.00		1,200.00	2,400.00	0.00	0.00
Schedule Totals				924,044.25			1,288,954.25		0.00

<i>Project Number:</i> 2017141			<i>Engineer's Estimate</i>				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 02</i> NON STREET IMPROVEMENT					Sales tax shall NOT be included in unit prices					
0		0 EA	0.00	0.00			0.00	0.00	0.00	0.00
201	RAILROAD SURVEYING	1 LS	*****	25,000.00			*****	16,000.00	*****	0.00
202	POTHOLING	20 EA	500.00	10,000.00			710.00	14,200.00	0.00	0.00
203	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	10 EA	685.00	6,850.00			780.00	7,800.00	0.00	0.00
204	REMOVE EXISTING <12 IN. DIAMETER PIPE	175 LF	16.50	2,887.50			10.00	1,750.00	0.00	0.00
205	REMOVE EXISTING >12 IN. TO <30 IN. DIAM. PIPE	25 LF	16.50	412.50			21.00	525.00	0.00	0.00
206	REMOVE UNSUITABLE FOUNDATION MATERIAL	85 CY	20.00	1,700.00			29.00	2,465.00	0.00	0.00
207	REPLACE UNSUITABLE FOUNDATION MATERIAL	85 CY	35.00	2,975.00			52.00	4,420.00	0.00	0.00
208	EXCAVATION & DISPOSAL OF CONTAMINATED MATL	2500 CY	125.00	312,500.00			110.00	275,000.00	0.00	0.00
209	EMBANKMENT COMPACTION	2500 CY	2.50	6,250.00			3.90	9,750.00	0.00	0.00
210	MANHOLE 48 IN	8 EA	3,600.00	28,800.00			3,400.00	27,200.00	0.00	0.00
211	MANHOLE ADDITIONAL HEIGHT 48" DIAM	20 VF	135.00	2,700.00			290.00	5,800.00	0.00	0.00
212	MANHOLE 48 IN, PVC	2 EA	10,000.00	20,000.00			10,500.00	21,000.00	0.00	0.00
213	MANHOLE 60 IN, PVC	1 EA	15,000.00	15,000.00			21,000.00	21,000.00	0.00	0.00
214	MANHOLE 60 IN, DOGHOUSE	1 LS	*****	25,000.00			*****	7,200.00	*****	0.00
215	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	10 EA	725.00	7,250.00			690.00	6,900.00	0.00	0.00
216	MANHOLE TEST	10 EA	825.00	8,250.00			770.00	7,700.00	0.00	0.00
217	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	26.50	265.00			26.00	260.00	0.00	0.00
218	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	30.25	302.50			55.00	550.00	0.00	0.00

<i>Project Number:</i> 2017141			<i>Engineer's Estimate</i>				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 02</i> NON STREET IMPROVEMENT					Sales tax shall NOT be included in unit prices					
219	TRENCH SAFETY SYSTEM	1 LS	*****	10,000.00			*****	28,000.00	* * * * *	0.00
220	PLUGGING EXISTING PIPE	10 EA	286.00	2,860.00			240.00	2,400.00	0.00	0.00
221	STEEL CASING PIPE 36 IN. DIAM., TRENCHLESS	875 LF	1,800.00	1,575,000.00			1,700.00	1,487,500.00	0.00	0.00
222	STEEL CASING PIPE 36 IN. DIAM., OPEN CUT	1075 LF	400.00	430,000.00			370.00	397,750.00	0.00	0.00
223	EXCAVATION & SUPPORT FOR TRENCHLESS	1 LS	*****	125,000.00			*****	96,500.00	*****	0.00
224	D.I. CARRIER PIPE FOR WATER MAIN 12 IN. DIAM.	650 LF	105.00	68,250.00			120.00	78,000.00	0.00	0.00
225	D.I. CARRIER PIPE FOR SANITARY FORCE MAIN 8 IN. DIAM	650 LF	85.00	55,250.00			110.00	71,500.00	0.00	0.00
226	D.I. CARRIER PIPE FOR SANITARY FORCE MAIN 12 IN. DIAM.	650 LF	105.00	68,250.00			110.00	71,500.00	0.00	0.00
227	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	5,000.00			*****	16,500.00	*****	0.00
228	CLEANING EXISTING SANITARY SEWER	5 EA	400.00	2,000.00			840.00	4,200.00	0.00	0.00
229	D.I. PIPE FOR WATER MAIN 4 IN. DIAM.	40 LF	85.00	3,400.00			85.00	3,400.00	0.00	0.00
230	D.I. PIPE FOR WATER MAIN 6 IN. DIAM.	75 LF	85.00	6,375.00			130.00	9,750.00	0.00	0.00
231	D.I. PIPE FOR WATER MAIN 12 IN. DIAM.	3075 LF	65.00	199,875.00			97.00	298,275.00	0.00	0.00
232	SLEEVE AT WATER/SEWER CROSSING	12 EA	1,475.00	17,700.00			1,300.00	15,600.00	0.00	0.00
233	GATE VALVE 6 IN.	2 EA	1,500.00	3,000.00			1,300.00	2,600.00	0.00	0.00
234	GATE VALVE 8 IN.	3 EA	1,800.00	5,400.00			1,800.00	5,400.00	0.00	0.00
235	GATE VALVE 12 IN.	11 EA	2,800.00	30,800.00			3,000.00	33,000.00	0.00	0.00
236	HYDRANT ASSEMBLY	4 EA	5,450.00	21,800.00			6,600.00	26,400.00	0.00	0.00
237	MOVING EXISTING HYDRANT	1 EA	5,000.00	5,000.00			3,800.00	3,800.00	0.00	0.00

<i>Project Number:</i> 2017141			<i>Engineer's Estimate</i>			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 02</i> NON STREET IMPROVEMENT					Sales tax shall NOT be included in unit prices					
238	TRENCH EXCAVATION FOR WATER SERVICE TAP	225 LF	25.00	5,625.00			33.00	7,425.00	0.00	0.00
239	SANITARY SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	600 LF	63.00	37,800.00			47.00	28,200.00	0.00	0.00
240	SANITARY SEWER PIPE 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	15 LF	65.50	982.50			100.00	1,500.00	0.00	0.00
241	SANITARY SEWER PIPE 15 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	600 LF	87.00	52,200.00			110.00	66,000.00	0.00	0.00
242	D.I. PIPE FOR FORCE MAIN 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	2275 LF	65.00	147,875.00			70.00	159,250.00	0.00	0.00
243	CERAMIC D.I. PIPE FOR FORCE MAIN 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	36 LF	150.00	5,400.00			85.00	3,060.00	0.00	0.00
244	D.I. PIPE FOR FORCE MAIN 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	2275 LF	85.00	193,375.00			82.00	186,550.00	0.00	0.00
245	CERAMIC D.I. PIPE FOR FORCE MAIN 12 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	25 LF	200.00	5,000.00			110.00	2,750.00	0.00	0.00
246	CONNECTION TO EXISTING FORCE MAIN	1 LS	*****	8,000.00			*****	57,500.00	*****	0.00
247	SIDE SEWER PIPE 4 IN. DIAM.	175 LF	29.50	5,162.50			45.00	7,875.00	0.00	0.00
248	SIDE SEWER PIPE 6 IN. DIAM.	300 LF	30.50	9,150.00			47.00	14,100.00	0.00	0.00
249	ABANDON EXISTING 14 IN. FORCE MAIN	1 LS	*****	25,000.00			*****	47,500.00	*****	0.00
<i>Schedule Totals</i>				3,606,672.50				3,663,305.00		0.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	924,044.25	3,606,672.50	0.00	0.00	0.00	0.00	0.00	0.00	4,530,716.75
DW Excavating, Inc.	840,442.50	2,747,590.50	0.00	0.00	0.00	0.00	0.00	0.00	3,588,033.00
Halme Construction Inc	1,027,124.35	2,603,885.10	0.00	0.00	0.00	0.00	0.00	0.00	3,631,009.45
S & L Underground inc	1,261,195.00	3,318,764.00	0.00	0.00	0.00	0.00	0.00	0.00	4,579,959.00
LaRiviere Inc	1,288,954.25	3,663,305.00	0.00	0.00	0.00	0.00	0.00	0.00	4,952,259.25

Low Bid Contractor: DW Excavating, Inc.

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$840,442.50	\$924,044.25	9.05	% Under Estimate
Schedule 02	\$2,992,126.04	\$3,927,666.34	23.82	% Under Estimate
Bid Totals	\$3,832,568.54	\$4,851,710.59	21.01	% Under Estimate

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

02/10/2020

Date Rec'd

1/28/2020

Clerk's File #

OPR 2018-0026

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

DAN BULLER 625-6391

Contact E-Mail

DBULLER@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0370 - GEOTECHNICAL ENGINEERING ON-CALL EXTENSION AMENDMENT

Cross Ref #**Project #**

2018046

Bid #**Requisition #****Agenda Wording**

Amending the contract extension with Budinger & Associates, Inc. (Spokane, WA) for Geotechnical On-call Services \$600,000.

Summary (Background)

The amendment to the extension for \$600,000 for specialized geotechnical support for various projects originating both within and outside of Engineering Services.

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Expense \$ 600,000

Various

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

TWOHIG, KYLE

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

PIES 1/27/20

Distribution List

eraea@spokanecity.org

publicworksaccounting@spokanecity.org

kgoodman@spokanecity.org

dbuller@spokanecity.org

aduffey@spokanecity.org

Additional Approvals**Purchasing**

Briefing Paper

PIES

Division & Department:	Public Works, Engineering
Subject:	Geotechnical engineering on-call contract
Date:	1-27-20
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)	The projects which pay the costs incurred under this contract are in the 6 year water, sewer and street plans
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract amount increase
Background/History: <ul style="list-style-type: none"> The city has various on-call contracts for specialized engineering consultants, including geotechnical engineering. The on-call contract with Budinger is for two years, with an option to extend to a third year. This contract is within \$100,000 of being at its \$1.2M limit. Funds expended under this project are reimbursed by various City public works projects originating both within and outside of Engineering Services. 	
Executive Summary: <ul style="list-style-type: none"> Engineering services requests permission to increase the total contract amount by \$600,000. 	
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

CONTRACT AMENDMENT

Title: **GEOTECHNICAL
ENGINEERING ON-CALL SERVICES**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **BUDINGER & ASSOCIATES, INC.**, whose address is 1101 North Fancher Road, Spokane, Washington 99212 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 ON-CALL GEOTECHNICAL ENGINEERING SERVICES IN 2018 AND 2019; 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 19, 2018 and February 8, 2018, 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 January 1, 2020.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00)**, including applicable tax, for everything furnished and done under this Contract Amendment.

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.

BUDINGER & ASSOCIATES, INC.

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

20-017



Agenda Sheet for City Council Meeting of:
02/10/2020

Date Rec'd	1/27/2020
Clerk's File #	OPR 2019-1032
Renews #	
Cross Ref #	ORD C35890
Project #	
Bid #	
Requisition #	
Agenda Item Name	1680 - 2019-2020 WARMING CENTERS - 527 S. CANNON IMPROVEMENTS

Agenda Wording

CHHS seeks approval of the Amendment to the Rockin' DW contract and the accompanying special budget ordinance for the safety improvements totaling \$18,465.68, bringing the total contract amount to \$75,063.71 for improvements.

Summary (Background)

City Council approved a contract with Rockin' DW Construction on November 18, 2019 for necessary tenant improvements to open the center. Additional improvements are required for safety including security cameras and re-keying the locks to the building. The building purchase was completed in December 2019. Please see briefing paper for further detail.

<u>Fiscal Impact</u>	Grant related? YES	<u>Budget Account</u>
	Public Works? YES	

Expense	\$ 18,465.68	# 0100-99999-99999
Revenue	\$ 18,465.68	# 0300-53010-65410-54999
Select	\$	#
Select	\$	#

<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	SIGLER, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	CORTRIGHT, CARLY	<u>Other</u>	PS & CH 2/03/2020
<u>Finance</u>	HUGHES, MICHELLE	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	tsigler@spokanecity.org	
<u>For the Mayor</u>	ORMSBY, MICHAEL	tdanzig@spokanecity.org	
<u>Additional Approvals</u>		cpfortmiller@spokanecity.org	
<u>Purchasing</u>		gdahl@spokanecity.org	
<u>GRANTS & CONTRACT MGMT</u>	BROWN, SKYLER	cbrown@spokanecity.org	
		kburnett@spokanecity.org	
		chhsaccounting@spokanecity.org	

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services (CHHS) Department
Subject:	2019-2020 Warming Centers – 527 S Cannon Improvements
Date:	January 22, 2020
Author (email & phone):	Tim Sigler (tsigler@spokanecity.org, ext. 6055)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and 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)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Reduce Homelessness / Safe and Healthy
Deadline:	Winter 2019/2020
Outcome: (deliverables, delivery duties, milestones to meet)	To provide safe and warm places for people experiencing homelessness during the upcoming months.
Background/History: In 2018, the City of Spokane updated a decades-old Warming Center Model to provide additional overnight space for people experiencing homelessness during the winter months.	
Executive Summary: 10/31/2019, City Council approved the purchase and sale agreement for the property at 527 South Cannon Street building to be used as a short term warming center that will transition into a targeted capacity permanent shelter. Tenant improvements are required on the building to meet Spokane Municipal Code standards before the warming center can be open to the public. City Council approved a contract with Rockin' DW Construction on November 18, 2019 for necessary tenant improvements to open the center. Additional improvements are required for safety including security cameras and re-keying the locks to the building. The building purchase was completed in December 2019. <ul style="list-style-type: none"> CHHS seeks approval of the Amendment to the Rockin' DW contract and the accompanying special budget ordinance for the safety improvements totaling \$18,465.68, bringing the total contract amount to \$75,063.71 for the tenant improvements included in the original scope and the amendment scope. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: SBO for reserves. Other budget impacts: None.	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None. Known challenges/barriers: None.	



City of Spokane

CONTRACT AMENDMENT

Title: **IMPROVEMENTS TO CANNON
STREET WARMING CENTER**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ROCKIN' DW CONSTRUCTION**, whose address is PO Box 970, Spokane Valley, Washington 99037 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Public Works Improvements to the Warming Center at 527 South Cannon Street for the City; 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 December 12, 2019, 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 December 17, 2019.

3. ADDITIONAL WORK.

The Scope of Work in the original Contract is amended to include that which is outlined in the Contractor's Change Order No. 1 dated December 17, 2019, attached as Exhibit A.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **EIGHTEEN THOUSAND FOUR HUNDRED SIXTY FIVE AND 68/100 DOLLARS (\$18,465.68)**, including applicable tax, for everything furnished and done under this Contract Amendment. The total amount under the original Contract, any subsequent amendments, and this Contract Amendment is **SEVENTY FIVE THOUSAND SIXTY THREE AND 71/100 DOLLARS (\$75,063.71)**.

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.

ROCKIN' DW CONSTRUCTION

By _____
Signature Date

Type or Print Name

Title

Attest:

City Clerk

CITY OF SPOKANE

By _____
Signature Date

Type or Print Name

Title

Approved as to form:

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A - Change Order No. 1 dated December 17, 2019

20-012

Exhibit A



Rockin' DW
CONSTRUCTION

License: ROCKIDC995DT
PO Box 970
Spokane Valley WA 99037
509-924-2466

Change Order

Order#: 1

Order Date: 12/17/2019

To: City of Spokane
808 W Spokane Falls Blvd
Spokane WA 99201

Project: 201920
City of Spokane Warming Center
527 S Cannon ST
Spokane WA 99201

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By: 1 Daniel Wilson Jr

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Exterior Camera System	14,079.31
Supervision/Truck/tools additional 8 hrs	1,627.30
Gen Req/Con/Insurance and fees	400.00
Add for lockset re-key	849.94
Sales tax for this change order (\$16,956.55) 8.9%	1,509.13

Notes

CCTV Camera System

1. Includes 9 each Hikvision 4MP Outside Bullet Cameras Per Attached Layout
2. Includes 1 each 16 Channel NVR Recorder
3. Includes 1 each 17" monitor
4. Includes complete Conduit System with 1 each Cat5e Cable pulled out to each individual camera back to NVR
5. Includes complete install and setup

Internet and connection by owner

Monitoring by owner and not included

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

18,465.68

The original Contract Sum was	56,598.03
Net change by previous Change Orders	0.00
The Contract Sum prior to this Change Order	56,598.03
The Contract Sum will be changed by this Change Order	18,465.68
The new Contract Sum including this Change Order will be	75,063.71
The Contract Time will be changed by	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

Exhibit A

Change Order

Order: 1

Continued...

Date: 01/06/2020

Description of Work	Amount
Rack, table and casework/shelving not included See attached layout proposal of camera location. Owner to identify install location of NVR and monitor	
Door hardware <ul style="list-style-type: none">• 1 ea. key core installed at front entry (existing)• 2 ea. new key cores installed into existing handsets at 2 exterior doors (northern most doors along Cannon St.)• 2 ea. new locking handsets installed in 2 interior doors. These doors are the 2 that separate the sleeping quarters from the rest of the building.• All of the above to be keyed alike.• 8 ea. new keys provided numbered 1-8.• JHH to receive 5 keys if needed but must sign for them. All other to be given back to COS representative. NVR room: <ul style="list-style-type: none">1 ea. new locking handset installed. Keyed separately. Distribution to COS only.	

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

02/10/2020

Date Rec'd

1/22/2020

Clerk's File #

OPR 2020-0093

Renews #**Submitting Dept**INTEGRATED CAPITAL
MANAGEMENT**Cross Ref #****Contact Name/Phone**

MARK PAPICH 625-6310

Project #

2017105

Contact E-Mail

MPAPICH@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4250-DOE LOAN AGREEMENT WQC-2020-SPOKAN-00144

Agenda Wording

Loan agreement through the Washington State Department of Ecology to construct the Post Bridge Sewer Line Replacement.

Summary (Background)

October 2018 the City applied for Clean Water State Revolving Fund (CWSRF) loans through Washington State Department of Ecology to construct the Post Street Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon. The Post Street Bridge Sewer Line Replacement project replaces a deteriorated critical sewer interceptor line in conjunction with the larger bridge replacement project. This agreement require City Council approval by Resolution.

Fiscal Impact

Grant related? YES

Public Works? YES

Budget Account

Expense \$ 5,054,421.00

00

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PIE 1/27/20

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

DALTON, PAT

eraea@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

mpapich@spokanecity.org

Additional Approvals

mdavis@spokanecity.org

Purchasing

aduffey@spokanecity.org

**GRANTS &
CONTRACT MGMT**

BROWN, SKYLER

icmaccounting@spokanecity.org

Briefing Paper (PIES)

Division & Department:	Integrated Capital Management
Subject:	Ecology CWSRF Loans for Post St. Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon
Date:	January 27, 2020
Author (email & phone):	Mark Papich (mpapich@spokanecity.org, 625-6310)
City Council Sponsor:	Beggs, Cathcart
Executive Sponsor:	
Committee(s) Impacted:	
Strategic Initiative:	
Deadline:	
<u>Background/History:</u>	
<p>The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2018 the City applied for Clean Water State Revolving Fund (CWSRF) loans through the Washington State Department of Ecology to construct the Post Street Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon. The Post Street Bridge Sewer Line Replacement project replaces a deteriorated critical sewer interceptor line in conjunction with the larger bridge replacement project. The TJ Meenach Sanitary Sewer Siphon project will construct a redundant siphon under TJ Meenach as part of the larger TJ Meenach Street replacement project to ease maintenance and create redundancy in the system. These agreements require City Council approval by resolution.</p>	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> • <i>The two (2) loan agreements are for the Post St. Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon.</i> • <i>The Loan amount for the Post Street Bridge Sewer Line Replacement is \$5,054,421. The loan amount for the TJ Meenach Sanitary Sewer Siphon is \$954,000. The combined total of both loans is \$6,008,421.</i> • <i>The term of the loan is 20 years with an interest rate of 2.0%.</i> • <i>These revenues and expenses are budgeted and consistent with the 6-year Capital Plan.</i> 	
<u>Budget Impact:</u>	
Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Specify funding source: Utility Rates - IC	
<u>Operations Impact:</u>	
Consistent with current operations? <input type="checkbox"/> Yes <input type="checkbox"/> No n/a Requires change in current operations? <input type="checkbox"/> Yes <input type="checkbox"/> No n/a Specify operations change:	



Agreement No. WQC-2020-Spokane-00144

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

THE CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and The City of Spokane, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Post Street Bridge Sewer Line Replacement
Total Cost:	\$5,054,421.00
Total Eligible Cost:	\$5,054,421.00
Ecology Share:	\$5,054,421.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2022
Project Type:	Wastewater Facility

Project Short Description:

This project protects water quality in the Spokane River through the design and construction of a replacement sewer interceptor that carries wastewater across the Spokane River in Spokane, Washington. This project replaces existing deteriorating infrastructure that conveys 50percent of the city’s sewage from the south side of the City. The project will be constructed in conjunction with the replacement of the existing Post Street Bridge.

Project Long Description:

This project protects water quality in the Spokane River through the design and construction of a replacement sewer interceptor that carries wastewater across the Spokane River in Spokane, Washington. This project replaces existing deteriorating infrastructure that conveys 50percent of the city’s sewage from the south side of the City. The project will be constructed in conjunction with the replacement of the existing Post Street Bridge.

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

The 54-inch interceptor pipe in Post Street Bridge was originally installed in 1953 and is deteriorating. The bridge that carries this pipe is located directly over the Spokane River. A leak in this pipe would go directly into the river. Catastrophic failure of this pipe would lead to significant amounts of raw sewage draining directly to the river.

Overall Goal:

Replacement of the interceptor pipe to ensure protection of the Spokane River.

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

RECIPIENT INFORMATION

Organization Name: The City of Spokane

Federal Tax ID: 91-6001280

DUNS Number: 115528189

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org

Organization Fax: (509) 343-5760

Contacts

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

Project Manager	<p>Mark Papich Senior Engineer</p> <p>808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310</p>
Billing Contact	<p>LaVonne Martelle Accountant I</p> <p>44 W Riverside Spokane, Washington 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000</p>
Authorized Signatory	<p>David A Condon Mayor</p> <p>808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250</p>

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Cynthia Wall 4601 N Monroe Street Spokane, Washington 99205-1295 Email: cywa461@ecy.wa.gov Phone: (509) 329-3537
Financial Manager	Tammie McClure PO Box 47600 Olympia, Washington 98504-7600 Email: tmcc461@ecy.wa.gov Phone: (360) 407-6410
Technical Advisor	Diana Washington 4601 N Monroe Street Spokane, Washington 99205-1295 Email: DWAS461@ecy.wa.gov Phone: (509) 329-3519

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

The City of Spokane

By: _____

By: _____

Heather R. Bartlett

Date

David A Condon

Date

Water Quality

Mayor

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: WQC-2020-Spokane-00144
 Project Title: Post Street Bridge Sewer Line Replacement
 Recipient Name: The City of Spokane

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.

* Properly maintained project documentation.

Recipient Task Coordinator: Mark Papich

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

SCOPE OF WORK

Task Number: 2

Task Cost: \$421,020.00

Task Title: Design

Task Description:

A. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will design the interceptor replacement in accordance with the "Criteria for Sewage Work Design". Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include:

1. Design of a replacement sewer interceptor.
2. The line will be upsized from 54" to 60".
3. Design of the bridge replacement will not be funded under this agreement.

C. The plans and specifications, construction contract documents, and addenda will be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings will be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

D. The RECIPIENT will complete the facility designs within one year after the execution of this AGREEMENT.

E. As a condition of receiving this funding, the RECIPIENT will submit documentation of either a preliminary or investment grade energy audit of the utility conducted within the last 5 years. If the RECIPIENT does not conduct an energy audit, the RECIPIENT may procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of the wastewater treatment and collection facilities.

F. The RECIPIENT will complete SERP prior to construction activities.

G. The RECIPIENT will submit documentation to ECOLOGY to facilitate cultural resources review. Costs incurred for construction activities that occur before cultural resources review will not be eligible for reimbursement.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Design

Deliverables

Number	Description	Due Date
2.1	Executed contracts for engineering services and documentation of the RECIPIENT’s process for procuring engineering services.	
2.2	Two copies of the draft and final design.	
2.3	Two copies of the SERP documents.	
2.4	Investment Grade Efficiency Audit documentation.	
2.5	Cultural resources review documents.	

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

SCOPE OF WORK

Task Number: 3 **Task Cost: \$0.00**

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state and law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan will describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT will provide a plan of interim operation for the facility while under construction.

D. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.

E. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).

F. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Agreement No: WQC-2020-Spokane-00144

Project Title: Post Street Bridge Sewer Line Replacement

Recipient Name: The City of Spokane

Construction Management**Deliverables**

Number	Description	Due Date
3.1	Executed contract for construction management services.	
3.2	Documentation of the RECIPIENT's process for procuring engineering services.	
3.3	Project Schedule. Upload to EAGL using naming convention SCHEDULE MO-DA-YEAR and notify ECOLOGY when upload is complete. Construction Quality Assurance Plan.	
3.4	Plan of interim operation of the facility while under construction.	
3.5	"As-built" plans.	
3.6	Declaration of Construction completion.	

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$4,633,401.00

Task Title: Construction

Task Description:

A. The RECIPIENT will execute a contract for GC/CM services for the construction of the sewage conveyance line according to the rules and restrictions in Chapter 39.10 RCW and as authorized by the Capital Projects Advisory Review Board. The GC/CM contract will include ECOLOGY's specification inserts and the RECIPIENT will ensure that all requests for bids issued by the GC/CM contractor for the project include Ecology's specification inserts.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:

1. Construction of a replacement sewer interceptor.
2. The line will be upsized from 54" to 60".
3. Construction of the bridge replacement will not be funded under this agreement.

C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.

D. As a condition of receiving this funding, the RECIPIENT will prepare an asset management program (fiscal sustainability plan). The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above has been developed and is being implemented. The plan must include the following elements:

1. An inventory of critical assets that belong to the utility.
2. An evaluation of the condition and performance of the critical assets.
3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Agreement No: WQC-2020-Spokane-00144

Project Title: Post Street Bridge Sewer Line Replacement

Recipient Name: The City of Spokane

Construction**Deliverables**

Number	Description	Due Date
4.1	Copy of the advertisement for bids and the affidavit of publication.	
4.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract.	
4.3	Copy of the notice to proceed.	
4.4	Minutes of the pre-construction meeting.	
4.5	Certification that the Financial Sustainability Plan has been developed and is being implemented.	
4.6	A copy of all change orders.	

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

SCOPE OF WORK

Task Number: 5 **Task Cost:** \$0.00

Task Title: Change Order Allowance

Task Description:

A.. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications will be submitted for approval, prior to execution. All other change orders will be submitted within 30 days after execution.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Change Order Allowance**Deliverables**

Number	Description	Due Date
5.1	A copy of all change orders.	

BUDGET

Template Version 10/30/2015

SRF Loan	Task Total
Design	\$ 421,020.00
Construction	\$ 4,633,401.00

Total: \$ 5,054,421.00

Agreement No: WQC-2020-Spokane-00144
 Project Title: Post Street Bridge Sewer Line Replacement
 Recipient Name: The City of Spokane

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan	0.00 %	\$ 0.00	\$ 5,054,421.00	\$ 5,054,421.00
Total		\$ 0.00	\$ 5,054,421.00	\$ 5,054,421.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
Recipient Name: The City of Spokane

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

Agreement No: WQC-2020-Spokane-00144
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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
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d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

Agreement No: WQC-2020-Spokane-00144
Project Title: Post Street Bridge Sewer Line Replacement
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ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Resolution 2020-0012

A resolution authorizing the loan agreements between the City of Spokane and State of Washington, Department of Ecology for the Post Street Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon.

WHEREAS, the State of Washington Department of Ecology has awarded two (2) loans to the City of Spokane for a total amount of \$6,008,421, to be used for the Post Street Bridge Sewer Line Replacement (Ecology Agreement No. WQC-2020-Spokane-00144) and the TJ Meenach Sanitary Sewer Siphon (Ecology Agreement No. WQC-2020-Spokane-00150)

WHEREAS, of the \$6,008,421 loan, \$5,054,421 shall be used for the Post Street Bridge Sewer Line Replacement and \$954,000 shall be used for the TJ Meenach Sanitary Sewer Siphon.

WHEREAS, the proceeds of the loan will be used to reduce the potential of untreated sewage and stormwater discharges to the Spokane River.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Spokane that the City is authorized to execute the Loan Agreements and any subsequent amendments between the City of Spokane and the State of Washington Department of Ecology for the above referenced projects in substantially the form attached to this resolution.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

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

02/10/2020

Date Rec'd

1/22/2020

Clerk's File #

OPR 2020-0094

Renews #**Submitting Dept**INTEGRATED CAPITAL
MANAGEMENT**Cross Ref #****Contact Name/Phone**

MARK PAPICH 625-6310

Project #

2014153

Contact E-Mail

MPAPICH@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

4250 - DOE LOAN AGREEMENT WQC-2020-SPOKAN-00150

Agenda Wording

Loan agreement through the Washington State Department of Ecology to construct the TJ Meenach Sanitary Sewer Siphon.

Summary (Background)

October 2018 the City applied for Clean Water State Revolving Fund (CWSRF) loans through Washington State Department of Ecology to construct the Post Street Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon. The TJ Meenach Sanitary Sewer Siphon project will construct a redundant siphon under TJ Meenach as part of the larger TJ Meenach Street replacement project to ease maintenance and create redundancy. This agreement require City Council approval by Resolution.

Fiscal Impact

Grant related? YES

Public Works? YES

Budget Account

Revenue \$ 954,000.00

00

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PIE 1/27/20

Finance

ALBIN-MOORE, ANGELA

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**GRANTS &
CONTRACT MGMT**

BROWN, SKYLER

icmaccounting@spokanecity.org

Briefing Paper (PIES)

Division & Department:	Integrated Capital Management
Subject:	Ecology CWSRF Loans for Post St. Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon
Date:	January 27, 2020
Author (email & phone):	Mark Papich (mpapich@spokanecity.org, 625-6310)
City Council Sponsor:	Beggs, Cathcart
Executive Sponsor:	
Committee(s) Impacted:	
Strategic Initiative:	
Deadline:	

Background/History:

The Department of Ecology annually awards funding for grants and loans based on competitive process and legislature approval. In October of 2018 the City applied for Clean Water State Revolving Fund (CWSRF) loans through the Washington State Department of Ecology to construct the Post Street Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon. The Post Street Bridge Sewer Line Replacement project replaces a deteriorated critical sewer interceptor line in conjunction with the larger bridge replacement project. The TJ Meenach Sanitary Sewer Siphon project will construct a redundant siphon under TJ Meenach as part of the larger TJ Meenach Street replacement project to ease maintenance and create redundancy in the system. These agreements require City Council approval by resolution.

Executive Summary:

- *The two (2) loan agreements are for the Post St. Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon.*
- *The Loan amount for the Post Street Bridge Sewer Line Replacement is \$5,054,421. The loan amount for the TJ Meenach Sanitary Sewer Siphon is \$954,000. The combined total of both loans is \$6,008,421.*
- *The term of the loan is 20 years with an interest rate of 2.0%.*
- *These revenues and expenses are budgeted and consistent with the 6-year Capital Plan.*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☒ Yes ☐ No

Specify funding source: Utility Rates - IC

Operations Impact:

Consistent with current operations? ☐ Yes ☐ No n/a

Requires change in current operations? ☐ Yes ☐ No n/a

Specify operations change:



Agreement No. WQC-2020-Spokane-00150

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

THE CITY OF SPOKANE

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and The City of Spokane, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	TJ Meenach Sanitary Sewer Siphon
Total Cost:	\$954,000.00
Total Eligible Cost:	\$954,000.00
Ecology Share:	\$954,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/16/2019
The Expiration Date of this Agreement is no later than:	06/30/2022
Project Type:	Wastewater Facility

Project Short Description:

This project protects water quality in the Spokane River through the design and construction of a sanitary sewer siphon on TJ Meenach Drive in Spokane, Washington. The project will construct a new 60-inch sewer siphon under TJ Meenach drive to provide redundancy to an existing siphon which is difficult to maintain.

Project Long Description:

This project protects water quality in the Spokane River through the design and construction of a sanitary sewer siphon on TJ Meenach Drive in Spokane, Washington. The project will construct a new 60-inch sewer siphon under TJ Meenach drive to provide redundancy to an existing siphon which is difficult to maintain.

TJ Meenach Drive is a major arterial in the northwest part of the City. This roadway and the TJ Meenach Bridge provide a vital connection across the Spokane River linking north Spokane and Spokane Falls Community College on

Agreement No: WQC-2020-Spokane-00150
Project Title: TJ Meenach Sanitary Sewer Siphon
Recipient Name: The City of Spokane

opposite sides of the Spokane River. This roadway is in poor condition and is scheduled for replacement in 2021. In addition to the transportation link that this street provides, it is also a major sewer and stormwater hub. There is critical infrastructure associated with the combined sewer overflow system (CSO). It makes good fiscal sense to do all the infrastructure improvements at once.

Overall Goal:

To provide water quality improvements to reduce the risk of catastrophic failure of critical sewer infrastructure and protect the Spokane River.

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Project Title: TJ Meenach Sanitary Sewer Siphon
Recipient Name: The City of Spokane

RECIPIENT INFORMATION

Organization Name: The City of Spokane

Federal Tax ID: 91-6001280

DUNS Number: 115528189

Mailing Address: 808 W Spokane Falls Blvd
Spokane, WA 99201

Physical Address: 808 W Spokane Falls Blvd
Spokane, Washington 99201

Organization Email: mpapich@spokanecity.org

Organization Fax: (509) 343-5760

Contacts

Agreement No: WQC-2020-Spokane-00150
Project Title: TJ Meenach Sanitary Sewer Siphon
Recipient Name: The City of Spokane

Project Manager	<p>Mark Papich Senior Engineer</p> <p>808 W Spokane Falls Blvd Spokane, Washington 99201 Email: mpapich@spokanecity.org Phone: (509) 625-6310</p>
Billing Contact	<p>LaVonne Martelle Accountant I</p> <p>44 W Riverside Spokane, Washington 99201-3343 Email: lmartelle@spokanecity.org Phone: (509) 625-7000</p>
Authorized Signatory	<p>David A Condon Mayor</p> <p>808 W Spokane Falls Blvd. Spokane, Washington 99201 Email: mayor@spokanecity.org Phone: (509) 625-6250</p>

Agreement No: WQC-2020-Spokane-00150
Project Title: TJ Meenach Sanitary Sewer Siphon
Recipient Name: The City of Spokane

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Cynthia Wall 4601 N Monroe Street Spokane, Washington 99205-1295 Email: cywa461@ecy.wa.gov Phone: (509) 329-3537
Financial Manager	Tammie McClure PO Box 47600 Olympia, Washington 98504-7600 Email: tmcc461@ecy.wa.gov Phone: (360) 407-6410
Technical Advisor	Diana Washington 4601 N Monroe Street Spokane, Washington 99205-1295 Email: DWAS461@ecy.wa.gov Phone: (509) 329-3519

Agreement No: WQC-2020-Spokane-00150
Project Title: TJ Meenach Sanitary Sewer Siphon
Recipient Name: The City of Spokane

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

The City of Spokane

By: _____

By: _____

Heather R. Bartlett

Date

David A Condon

Date

Water Quality

Mayor

Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: WQC-2020-Spokane-00150
Project Title: TJ Meenach Sanitary Sewer Siphon
Recipient Name: The City of Spokane

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.

* Properly maintained project documentation.

Recipient Task Coordinator: Mark Papich

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

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Recipient Name: The City of Spokane

SCOPE OF WORK

Task Number: 2 **Task Cost: \$77,000.00**

Task Title: Design

Task Description:

A. In accordance with the Memorandum of Agreement between ECOLOGY and the RECIPIENT, the RECIPIENT will provide by letter to ECOLOGY a description of the approved project. The letter must provide the project description, date of approval, name of the licensed professional engineering completing the design, and the RECIPIENT representative responsible for the approval process. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will design the TJ Meenach sanitary sewer siphon. Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include:

1. Design of a 60-inch sewer siphon.

C. The RECIPIENT will complete the facility designs within one year after the execution of this AGREEMENT.

D. As a condition of receiving this funding, the RECIPIENT will submit documentation of either a preliminary or investment grade energy audit of the utility conducted within the last 5 years. If the RECIPIENT is cannot conduct an energy audit of the utility, the RECIPIENT may procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of the wastewater treatment and collection facilities.

E. The RECIPIENT will complete SERP prior to construction activities.

F. The RECIPIENT will submit documentation to ECOLOGY to facilitate cultural resources review. Costs incurred for construction activities that occur before cultural resources review will not be eligible for reimbursement.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Agreement No: WQC-2020-Spokane-00150
Project Title: TJ Meenach Sanitary Sewer Siphon
Recipient Name: The City of Spokane

Design**Deliverables**

Number	Description	Due Date
2.1	Design approval letter.	
2.2	Investment Grade Efficiency Audit documentation.	
2.3	Two copies of the SERP documents.	
2.4	Cultural resources review documents.	

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Recipient Name: The City of Spokane

SCOPE OF WORK

Task Number: 3

Task Cost: \$115,000.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan will describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.

D. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).

E. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

Task Goal Statement:

Project constructed on schedule and in accordance with accepted plans.

Task Expected Outcome:

See Overall Goal.

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Recipient Task Coordinator: Joel Graff

Construction Management

Deliverables

Number	Description	Due Date
3.1	Executed contract for construction management services.	
3.2	Construction Quality Assurance Plan.	
3.3	“As-built” plans.	
3.4	Declaration of Construction completion.	

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SCOPE OF WORK

Task Number: 4

Task Cost: \$762,000.00

Task Title: Construction

Task Description:

A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT will submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:

1. Construction of a 60-inch sewer siphon

C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.

D. As a condition of receiving this funding, the RECIPIENT will prepare an asset management program (fiscal sustainability plan). The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above has been developed and is being implemented. The plan must include the following elements:

1. An inventory of critical assets that belong to the utility.
2. An evaluation of the condition and performance of the critical assets.
3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

E. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the PROJECT. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders will be submitted within 30 days after execution.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Agreement No: WQC-2020-Spokane-00150
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Recipient Name: The City of Spokane

Recipient Task Coordinator: Joel Graff

Construction**Deliverables**

Number	Description	Due Date
4.1	Copy of the advertisement for bids and the affidavit of publication.	
4.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract.	
4.3	Copy of the notice to proceed.	
4.4	Minutes of the pre-construction meeting.	
4.5	Certification that the Financial Sustainability Plan has been developed and is being implemented.	
4.6	A copy of all change orders.	

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SCOPE OF WORK

Task Number: 5

Task Cost: \$0.00

Task Title: Change Order Allowance

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications will be submitted for approval, prior to execution. All other change orders will be submitted within 30 days after execution.

Task Goal Statement:

See Overall Goal.

Task Expected Outcome:

See Overall Goal.

Change Order Allowance**Deliverables**

Number	Description	Due Date
5.1	A copy of all change orders.	

BUDGET

Template Version 10/30/2015

SRF Loan	Task Total
Design	\$ 77,000.00
Construction Management	\$ 115,000.00
Construction	\$ 762,000.00

Total: \$ 954,000.00

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SRF Loan	0.00 %	\$ 0.00	\$ 954,000.00	\$ 954,000.00
Total		\$ 0.00	\$ 954,000.00	\$ 954,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

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Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

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Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

Agreement No: WQC-2020-Spokane-00150
Project Title: TJ Meenach Sanitary Sewer Siphon
Recipient Name: The City of Spokane

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

Agreement No: WQC-2020-Spokane-00150
Project Title: TJ Meenach Sanitary Sewer Siphon
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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

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Project Title: TJ Meenach Sanitary Sewer Siphon
Recipient Name: The City of Spokane

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

Agreement No: WQC-2020-Spokane-00150
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Recipient Name: The City of Spokane

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Resolution 2020-0012

A resolution authorizing the loan agreements between the City of Spokane and State of Washington, Department of Ecology for the Post Street Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon.

WHEREAS, the State of Washington Department of Ecology has awarded two (2) loans to the City of Spokane for a total amount of \$6,008,421, to be used for the Post Street Bridge Sewer Line Replacement (Ecology Agreement No. WQC-2020-Spokane-00144) and the TJ Meenach Sanitary Sewer Siphon (Ecology Agreement No. WQC-2020-Spokane-00150)

WHEREAS, of the \$6,008,421 loan, \$5,054,421 shall be used for the Post Street Bridge Sewer Line Replacement and \$954,000 shall be used for the TJ Meenach Sanitary Sewer Siphon.

WHEREAS, the proceeds of the loan will be used to reduce the potential of untreated sewage and stormwater discharges to the Spokane River.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Spokane that the City is authorized to execute the Loan Agreements and any subsequent amendments between the City of Spokane and the State of Washington Department of Ecology for the above referenced projects in substantially the form attached to this resolution.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney



Agenda Sheet for City Council Meeting of: 02/10/2020

Date Rec'd	1/21/2020
Clerk's File #	OPR 2020-0095
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	HISTORIC PRESERVATION
Contact Name/Phone	MEGAN DUVALL 625-6543
Contact E-Mail	MDUVALL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	0470 - INLAND AUTO FREIGHT BUILDING NOMINATION TO THE SRHP

Agenda Wording

Recommendation to list the Inland Auto Freight Building, 102 E Main Avenue, on the Spokane Register of Historic Places.

Summary (Background)

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Inland Auto Freight Building has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	DUVALL, MEGAN	<u>Study Session</u>
<u>Division Director</u>	DUVALL, MEGAN	<u>Other</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	RICHMAN, JAMES	mduvall@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	lcamporeale@spokanecity.org
<u>Additional Approvals</u>		sbishop@spokanecity.org
<u>Purchasing</u>		

Findings of Fact and Decision for Council Review

Nomination to the Spokane Register of Historic Places

Inland Auto Freight Building – 102 E Main Ave

FINDINGS OF FACT

1. SMC 17D.040.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."

- Completed in 1922; the Inland Auto Freight Building meets the age criteria for listing on the Spokane Register of Historic Places.

2. SMC 17D.040.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).

- The Inland Auto Freight building is significant under Spokane Register of Historic Places **Category A** for its association with Spokane's prominence as the regional shipping center for the Inland Empire and the development of the East Riverside neighborhood around the Northern Pacific Railway's freight depot to support this responsibility.
- The building is significant within the Commerce and Transportation Areas of Significance.
- As a freight depot constructed adjacent to the railroad, the Inland Auto Freight building illustrates the shift towards auto-dominated freight in shipping, particularly to transport goods to smaller surrounding communities. The building's size and proximity to the railroad, along with its 1922 construction date, connect it to a specific period in Spokane's shipping history as the railroad had peaked in prominence and the automobile began rising in importance.

3. SMC17D.040.090: "The property must also possess integrity of location, design, materials, workmanship, and association." *From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity."*

- The Inland Auto Freight Building is a good example of the industrial warehouse building type and form. The one-story, hollow clay tile building with a truncated triangular footprint has a poured concrete foundation. The building is utilitarian in appearance, but its hollow clay structure sets it apart from neighboring brick buildings. Hollow clay tile was an inexpensive alternative to brick, with more heat- and moisture-proof characteristics than brick.
- The Inland Auto Freight Building has recently undergone an extensive adaptive reuse from vacant warehouse to a functioning office and event space.
- Changes to the building were reviewed for comment by the SHLC in 2019. Proposed changes included cutting new openings into the building for both windows and entry doors to support the new uses. The SHLC tentatively supported the building's eligibility for listing after viewing renderings of the proposed changes.
- The current appearance of the building's exterior, while not an exact match to its original design, remains recognizable as the historic Inland Auto Freight building—retaining its distinctive triangular footprint, hollow clay tile walls, and ghost signs.
- Original window openings are distinguished from newer openings by the added concrete lintels. Rowlock bricks form the window sills for all original window openings.

4. Once listed, this property will be eligible to apply for incentives, including:

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

RECOMMENDATION

The Spokane Historic Landmarks Commission evaluated the Inland Auto Freight Building according to the appropriate criteria at a public hearing on 1/15/20 and recommends that the Inland Auto Freight Building be listed on the Spokane Register of Historic Places.

After Recording Return to:
Clerk of the Board
Spokane County Commissioner's Office
1116 W. Broadway, Room 100
Spokane, WA 99260

NOTICE OF MANAGEMENT AGREEMENT

NOTICE IS HEREBY GIVEN that the property legally described as:

***BLOCK 102 OF THE THIRD ADDITION TO RAILROAD ADDITION, ACCORDING TO
THE PLAT THEREOF RECORDED IN VOLUME "A" OF PLATS, PAGE 113, IN THE
CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.***

*Parcel Number(s) 35173.0301, is governed by a Management Agreement between the City of Spokane and the
Owner(s), JABS 102, LLC, of the subject property.*

*The Management Agreement is intended to constitute a covenant that runs with the land and is entered into
pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the
property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating
Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.*

*Said Management Agreement was approved by the Spokane City Council on _____. I certify
that the original Management Agreement is on file in the Office of the City Clerk under File No. _____.*

I certify that the above is true and correct.

Spokane City Clerk

Dated: _____

Dated: _____

Historic Preservation Officer

MANAGEMENT AGREEMENT

The Management Agreement is entered into this **15th** day of **January 2020**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **JABS 102, LLC** (hereinafter "Owner(s)"), the owner of the property located at **102 East Main Avenue, Spokane, WA 99202** commonly known as the **Inland Auto Freight Building** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

Owner

Owner

CITY OF SPOKANE

HISTORIC PRESERVATION OFFICER

MAYOR

Megan M.K. Duvall

Nadine Woodward

ATTEST:

City Clerk

Approved as to form:

Assistant City Attorney

STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of _____, personally _____ appeared

_____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____ (he/she/they) signed the same as _____ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

Notary Public in and for the State
of _____, residing at _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2020.

Notary Public in and for the State
of Washington, residing at Spokane
My commission expires _____

Attachment A

Secretary of The Interior's Standards

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

1. Name of Property

Historic Name: Inland Auto Freight

And/Or Common Name: Pacific Fruit & Produce; Kalispell Auto Freight

2. Location

Street & Number: 102 E Main Avenue

City, State, Zip Code: Spokane, WA, 99202

Parcel Number: 35173.0301

3. Classification

Category

☒ building

☐ site

☐ structure

☐ object

Ownership

☐ public ☐ both

☒ private

Public Acquisition

☐ in process

☐ being considered

Status

☒ occupied

☐ work in progress

Accessible

☐ yes, restricted

☒ yes, unrestricted

☐ no

Present Use

☐ agricultural

☒ commercial

☐ educational

☐ entertainment

☐ government

☐ industrial

☐ military

☐ museum

☐ park

☐ residential

☐ religious

☐ scientific

☐ transportation

☐ other

4. Owner of Property

Name: JABS 102 LLC

Street & Number: 4723 E Glennaire Drive

City, State, Zip Code: Spokane, WA 99223

Telephone Number/E-mail: 509.703.7771, jimmy@jmkfa.com

5. Location of Legal Description

Courthouse, Registry of Deeds

Street Number:

City, State, Zip Code:

County:

Spokane County Courthouse

1116 West Broadway

Spokane, WA 99260

Spokane

6. Representation in Existing Surveys

Title: Enter previous survey name if applicable

Date: Enter survey date if applicable

Depository for Survey Records:

☐ Federal ☐ State ☐ County ☐ Local

Spokane Historic Preservation Office

7. Description

Architectural Classification

Condition

- ☐ excellent
☒ good
☐ fair
☐ deteriorated
☐ ruins
☐ unexposed

Check One

- ☐ unaltered
☒ altered

Check One

- ☒ original site
☐ moved & date _____

Narrative statement of description is found on one or more continuation sheets.

8. Spokane Register Categories and Statement of Significance

Applicable Spokane Register of Historic Places category: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☐ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.
- ☐ E Property represents the culture and heritage of the city of Spokane in ways not adequately addressed in the other criteria, as in its visual prominence, reference to intangible heritage, or any range of cultural practices.

Narrative statement of significance is found on one or more continuation sheets.

9. Major Bibliographical References

Bibliography is found on one or more continuation sheets.

10. Geographical Data

Acreage of Property: .21 acres

Verbal Boundary Description: Block 102 of the Third Addition to Railroad Addition, Recorded in Volume "A" of Plats, Page 113.

Verbal Boundary Justification: Nominated property includes entire parcel and urban legal description.

11. Form Prepared By

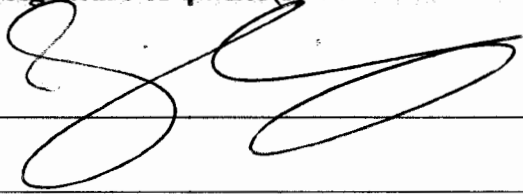
Name and Title: Katie Pratt, Architectural Historian
Organization: Northwest Vernacular, Inc.
Street, City, State, Zip Code: 3377 Bethel Rd SE Suite 107-318
Telephone Number: 360-813-0772
E-mail Address: katie@nwvhp.com
Date Final Nomination Heard:

12. Additional Documentation

Additional documentation is found on one or more continuation sheets.

Additional documentation is found on one or more continuation sheets.

13. Signature of Owner(s)



14. For Official Use Only:

Date nomination application filed: _____

Date of Landmarks Commission Hearing: January 15, 2020

Landmarks Commission decision: Approved

Date of City Council/Board of County Commissioners' hearing: _____

I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of either the City Council or the Board of County Commissioners as set forth above.

Megan Duvall
City/County Historic Preservation Officer
City/County Historic Preservation Office
Third Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Date

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

SUMMARY STATEMENT

Constructed in 1922, the Inland Auto Freight building stands at the southeast corner of the intersection of east Main Avenue and Pine Street in the East Riverside neighborhood of Spokane. The one-story, hollow clay tile building with a truncated triangular footprint has a poured concrete foundation. The building is utilitarian in appearance, but its hollow clay structure sets it apart from neighboring brick buildings. Hollow clay tile was an inexpensive alternative to brick, with more heat- and moisture-proof characteristics than brick.¹ The stepped parapets on the building's west and north facades feature ghost signs from one of the building's previous tenants—Pacific Fruit and Produce.

DESCRIPTION OF PROPERTY

Site

The Inland Auto Freight building at 102 E Main Avenue has a triangular footprint with west, north, and southeast elevations. The northeastern corner of the building is truncated. The building's site slopes down from east to west. Pine Street is parallel to the building's west elevation and east Main Avenue is parallel to its north. The Jensen-Byrd Building is immediately northeast of the Inland Auto Freight building, across Main Avenue. The east boundary of the Spokane and National Registers of Historic Places listed East Downtown Historic District is 300-feet west of the building. An asphalt paved parking lot with landscape strips and contemporary lighting are located to the south of the building.

Exterior

The building has a four-foot-high concrete foundation. Hollow clay walls extend above the foundation and form the remainder of the building's exterior. The hollow clay tile's coloring is a mixture of red, gray, and brown. The tiles on the upper portions of the wall appear to be faded where the wall did not have an awning sheltering the tiles from the sun and weather. Window openings on the building's three elevations feature heavy concrete lintels and brick rowlock sills. Contemporary light fixtures, narrow black cylinders with square plates, have been added to provide lighting to the building's exterior and along pedestrian circulation paths. A flat roof shelters the building with a low stepped parapet wall. A black metal coping caps the parapet. Metal scuppers and downspouts drain water off the building's flat roof. Contemporary HVAC units stepped back from the parapet wall are present on the roof and service the building.

The building's primary facade is the west elevation. This facade is marked by several window and door openings, all with heavy concrete lintels, and a large raised concrete patio with integrated accessibility ramp that stretches the width of the facade. The concrete foundation extends up from the new ramp—which replaced the original loading dock—to the halfway point in the height of the first story window and door openings. There are three window openings and two doorways on the first story; four windows have been added above the first story level to provide daylight to the added mezzanine on the

¹ Betsy Hunter Bradley, *The Works: The Industrial Architecture of the United States* (New York and Oxford: Oxford University Press, 1999).

interior as part of the 2019 adaptive reuse rehabilitation. All the windows and doors are commercial storefront systems with black frames and double paned glazing. The parapet wall steps up two courses of the clay tiles at the center of the facade. A painted ghost sign, “Pacific Fruit & Produce Co.,” remains within this band.

The building’s north elevation continues the foundation, wall surface, and door and window materials found on the west elevation. The main entrance to the building has been established on this elevation, at the western end. The entrance is at ground level and is recessed within a new opening cut through the concrete foundation and clay tiles. A metal lintel marks this entrance. Another entrance has been added to at the eastern end of the elevation as part of the 2019 adaptive reuse rehabilitation. This entrance has also been cut through the foundation and tiles and is recessed. There are eight windows on this elevation, two on the first story level and six on the mezzanine, and all feature the black commercial storefront windows. The two westernmost windows are the only ones that feature the heavy concrete lintels.

The vertical wall plane steps down 10 courses of clay tile for the eastern quarter of the facade. A painted ghost sign for “Pacific Fruit & Produce Co.” stretches the length of the elevation from its western end to the step down at the eastern end.

The building’s east elevation is the truncated northeast corner of the building. It continues the foundation, wall surface, and door and window materials found on the west and north elevations. A former opening—centered on the elevation—has been infilled with concrete block. This elevation houses the utility services brought into the building, with multiple gas meter boxes, a large electric meter, cable/phone line box, and related conduit, pipes, and attachments all affixed to the wall surface.

The building’s angled southeast elevation continues the foundation, wall surface, and door and window materials found on the west, north, and east elevations. The vertical wall plane steps down 10 courses of clay tile for the eastern quarter of the facade. There are no entrances on this elevation. There are eight windows on this elevation, of varying sizes (both width and height), and all feature the black commercial storefront windows present on the other elevations. This elevation does have one large wall of windows set in a 4x6 grid, a departure from the other windows in the building. There are also two windows that stretch nearly the full height of the building providing daylighting to first story and mezzanine spaces. Conduit (with attachments) extends from the utility panels on the east elevation along the parapet level on this elevation.

Interior

The interior of the former warehouse building is now divided up to provide commercial, professional office, and event space. A mezzanine level has been added to increase square footage. Prominent finishes throughout the interior include exposed hollow clay tile, concrete, metal, and heavy timber. Flooring consists of polished concrete in high traffic areas, carpet in office spaces, and tile in the restrooms. Exterior walls are exposed hollow clay tile or concrete. Interior partitions are drywall with a skim coat finish.

Timber beams and wood car decking are left exposed. Ducting and piping are left exposed, as well. See Figures 28 and 29 for contemporary (as of 2019) floorplans of the building.

The main (first) floor has three key zones: an event or restaurant space in the southwest corner; a commercial retail space in the east corner; and a professional office space along the north side. The mezzanine (second) floor is associated with the professional office space.

Upon entering through the main entry door on the north elevation, a half flight of steps leads up to a lobby/waiting area. The lobby provides access to both the event space in the southwest corner and the office space at the north end. A secondary entrance to the lobby, located on the west elevation provides access from the exterior ramp and patio along the west elevation.

The office space is subdivided into a reception area, offices, conference room, work/lounge areas, kitchen space, and restrooms. A new stair leads up from the reception area to more offices in the added mezzanine level. A half flight of stairs leads from one of the work/lounge areas down to a secondary entrance on the north elevation.

The event space is open and will be finished according to tenant needs. It is an open volume (the mezzanine does not extend over it) and it has access out onto the raised patio on the west elevation.

The commercial retail tenant at the east corner is open and will be finished according to tenant needs. It is an open volume (the mezzanine does not extend over it) and has two entrances that flank a large window wall that opens like a garage door.

The mezzanine level of the office space has an open-air walkway with a metal railing that is stepped back from the north exterior wall, maintaining the continuous wall surface. The walkway follows the north elevation and then jogs to the south to access offices and restrooms.

ORIGINAL APPEARANCE & SUBSEQUENT MODIFICATIONS

Original drawings for the building have not been found. Historic photographs of the property, dating from 1926 to 1939 (see Figures 8-13), indicate the building had the following original appearance.

Exterior

The building has historically had a triangular footprint with west, north, and southeast elevations and a truncated northeastern corner. Original exterior materials included a four-foot-high concrete foundation and hollow clay tile walls. The building's main elevation was the west elevation, which was dominated by a full-width raised concrete loading dock sheltered by a shed roof. It appears that slender wood or metal posts supported the loading dock roof at the western edge of platform, spaced at regular

intervals. The loading dock roof was covered in corrugated metal. It appears the loading dock wrapped around the southeastern elevation of the building, but as a wood platform (see Figure 12). Signage at the parapet levels on the west and north elevations remained in a consistent location, but the company name changed depending upon building occupancy.

Many of the historic photos of the building depict lines of freight trucks backed up to the main loading dock, making it difficult to identify the original fenestration pattern on the west elevation. But given its use as a freight depot and the loading ramp, it likely featured some windows and series of loading doors. Windows on this elevation appeared to have been large, multi-lite wood units, possibly arranged in groups and divided by wood mullions (see Figure 8). A photograph from 1997 (included taken for inclusion with a reconnaissance-level historic property inventory form) indicates that the building likely had three loading doors originally—two original doors remained as of 1997. The loading doors slid on overhead tracks and appeared to be wood. A former loading door had been infilled by this point to support a contemporary personnel door. Windows remaining on this elevation in 1997 were 8:8 double-hung sash. See Figure 14.

The north elevation originally featured a series of small windows, mostly present at the clerestory level, and large loading bay doors. At the first floor level, there were at least four windows at the western end of the north elevation. From historic photographs, there appeared to be two 1:1 double-hung wood sash windows and a paired multi-lite set of windows of unknown operation. The five clerestory windows were actually five paired sets of windows, with each pair separated by a wood mullion. The majority of them appeared to be multi-lite casement windows, but the westernmost pair were single lite hopper windows. Two large wood loading doors, supported by an overhead track and metal trucks, slid closed over large openings. Trucks backed directly up to these doors to facilitate loading and unloading. At the eastern end of this elevation, where the wall plane has stepped down, there was a large, ground level loading door opening. Two sliding doors covered this opening, meeting in the middle. See Figure 9.

Historic photographs typically did not depict the southeast elevation, but a photograph shows that at least the eastern end of the elevation had a loading platform and a series of windows. A rail siding paralleled the loading platform. The windows appear to be multi-lite wood, double-hung sash. The loading platform had been removed by 1997. See Figure 14.

Interior

The building was historically used as a freight depot and was likely predominately open storage with utilitarian finishes. According to the 1953 Sanborn Fire Insurance map, the building had a small office sited at the northwest corner of the building and another interior partition near the northeast corner. The map identified the floors as concrete. See Figure 6.

CURRENT APPEARANCE & CONDITION

The current appearance of the building's exterior, while not an exact match to its original design, remains recognizable as the historic Inland Auto Freight building—retaining its distinctive triangular footprint, hollow clay tile walls, and ghost signs. Original window openings are distinguished from newer openings by the added concrete lintels. Rowlock bricks form the window sills for all original window openings.

KNOWN ALTERATIONS

The following is a list of alterations that have occurred to the building. These are determined from comparing historic photographs to the building's current appearance and available building permits. Dates or date ranges are provided when known.

- **1924**, November 8: Wiring and fixtures (6) – permit no. 68936 – contractor H. A. Smith
- **1928**, September 24: concrete and tile work alterations, \$1,000 – permit no. 3291 – contractor Hedger & Kramer
- **1937**, June 2: Addition of 280-gallon gas tank and pump, \$100 – permit no. 49816 – contractor Kalispell Auto Freight
- **1948**, June 17: Addition of one 550-gallon gasoline tank underground and pump, \$400 – permit no. 91101 – contractor Service Station Maintenance Co.
- **Pre-1997**: Removal of west elevation loading dock roof/awning

Summary Statement

Areas of Significance
Period of Significance
Built Date
Architect
Builder

Transportation
1922-1954
1912
Unknown
William H. Allen

SUMMARY STATEMENT

The Inland Auto Freight building, constructed in 1922, remains as one of the few buildings that speaks to the once bustling industrial and warehouse district that operated on the north side of the Northern Pacific Railway tracks east of downtown. The building's triangular shape is a direct response to the location of the railroad tracks, with the building's slanted elevation parallel to the tracks. The Inland Auto Freight building is significant under Spokane Register of Historic Places Category A for its association with Spokane's prominence as the regional shipping center for the Inland Empire and the development of the East Riverside neighborhood around the Northern Pacific Railway's freight depot to support this responsibility. The building is significant within the Commerce and Transportation Areas of Significance. As a freight depot constructed adjacent to the railroad, the Inland Auto Freight building illustrates the shift towards auto-dominated freight in shipping, particularly to transport goods to smaller surrounding communities. The building's size and proximity to the railroad, along with its construction date, connect it to a specific period in Spokane's shipping history as the railroad had peaked in prominence and the automobile began rising in importance. The building's vacancy by the mid-1950s—as Americans had fully embraced the automobile and national highway system—further reflects the shipping industry's continued transition to automobiles with larger trucks and buildings to accommodate the growing industry.

HISTORIC CONTEXT & STATEMENT OF SIGNIFICANCE

Spokane's Development and the East Riverside Neighborhood

The Spokane Tribe of Indians of the Interior Salish Group, have called the area now known as Spokane and the Inland Empire home since time immemorial. When Euro-American settlers arrived in the area to inhabit it and leverage its resources, the Spokane Tribe's land encompassed over 3 million acres, which they lived on and stewarded, fishing the Spokane and Columbia rivers.²

Europeans arrived in the region in the early 19th century, with fur trappers establishing trading posts followed by missionaries and then homesteaders. The United States established the Washington Territory in 1853. Land claims by white colonists were made

² Spokane Tribe of Indians, "Spokane Tribe of Indians," <https://www.spokanetribe.com/> (accessed November 21, 2019).

in the 1870s, with S. R. Scranton and J. J. Downing settling along the banks of the Spokane River near the falls in 1871 and claiming squatters' rights. James N. Glover and Jasper M. Matheny of Salem, Oregon, along with a third partner bought out the claims in 1873 and established a sawmill. Glover bought out his two partners in 1876 and hired a surveyor to lay out streets and blocks, filing the plat of Spokane Falls in Colville in 1878. Spokane Falls grew to a population of 350 by 1880 and was incorporated by the territorial legislature on November 29, 1880.³

The arrival of the Northern Pacific Railroad in Spokane Falls in 1881 spurred initial development in Spokane Falls. When the line arrived in June of 1881, Spokane had a rail connection with Portland and Puget Sound to the west. The eastern connection was not completed until two years later. The population boomed, increasing from 3,500 in 1886 to 20,000 in 1889. Plats like the Railroad Addition and the subsequent three additions, such as the 1886 3rd Addition to Railroad Addition in which the nominated property is located, were filed during this time in anticipation of railroad-related development.⁴

The city's population grew exponentially, though, between 1900 and 1910, soaring from 36,848 to 104,402 as competing railroads like the Union Pacific, and Great Northern, and Chicago, Milwaukee, St. Paul & Pacific arrived in the city. By the dawn of the 20th century, eight railroads were running through Spokane. Branch lines to serve the surrounding region's developing farmland, lumbering industries, and mines extended out from Spokane, establishing it as a significant shipping and distribution center for the Inland Northwest—called the Inland Empire.

Spokane's population growth had stabilized by the 1920s, when the warehouse at 102 E Main was constructed, with the 1923 city directory estimating its population at 122,400.⁵ However, the increasing prosperity of the city was reflected in its thriving residential and commercial construction. In April 1922 over \$2 million in new construction projects were planned or underway in the city.⁶ In the first quarter of 1922 alone, nearly 150 permits for residences were issued, four for new churches, and several fraternal halls and business buildings like the Pacific Fruit & Produce warehouse and an icing plant for the Great Northern Railroad.⁷

By the 1920s, Spokane was “the commercial heart of the Inland Empire,” a status which it retains.⁸ The Inland Empire includes all of Washington east of the Cascades, the panhandle of northern Idaho, and portions of western Montana, northeastern Oregon, and southern British Columbia. The jobbing business—distributors of retail goods—kept pace

³ Summarized from “East Downtown Historic District,” National Register of Historic Places Nomination (2003), Section 8, Pages 2-3, prepared by Eugenia Woo.

⁴ “Plat of the Third Addition to Railroad Addition to the Town of Spokane Falls, Spokane County, W.T.,” Department of Natural Resources, 1886.

⁵ Polk's Spokane Directory, *Spokane City Directory* (Spokane, WA: Polk's Spokane Directory, 1923), 10.

⁶ “Spokane Building, Started or Planned, Reaches \$2,000,000,” *The Spokesman-Review*, April 23, 1922: 24.

⁷ Ibid.

⁸ “Polk's Spokane Directory,” *Spokane City Directory*, 1923, 9.

with the city and Inland Empire's growth. Spokane's wholesale trade network extended to Ellensburg to the west; Pendleton, Oregon, to the southwest; Pocatello, Idaho, to the southeast; Butte, Montana, on the east; and the Canadian border to the north. The wholesaling business had an estimated annual value of \$185 million in 1922.⁹

Freight businesses, typically sited east of downtown in Spokane near the railroad tracks to facilitate easy distribution, formed to deliver goods by trucks via the highway. Between 1910 and 1952 (when the 1910 Sanborn Fire Insurance maps were updated), the neighborhood surrounding the original Northern Pacific Railroad's freight depot (demolished) filled in considerably. The 1910 Sanborn Fire Insurance map shows the dominance of the railroad lines and the freight depot, but the buildings surrounding the tracks and depot were primarily wood-frame dwellings with a few businesses related to the railroad. The largest and most notable building present, besides the depot and associated storage building, was the Marshall Wells Hardware Co. (1909 on Main Avenue). The 1953 Sanborn Fire Insurance map shows a neighborhood redeveloped to support the railroad and freight, including the Northern Pacific's new freight depot in addition to the Inland Auto Freight warehouse, a large auto loading and unloading platform, and multiple warehouses flanking the depot (see Figure 6).

By 1939, 65 freight trucks left Spokane daily carrying merchandise throughout the Inland Empire and the trucking business was valued at an annual income of \$1.25 million.¹⁰ The growth in Spokane's motor freight industry was reflective of trends happening nationwide, as reliance on the automobile took precedence over the railroad. According to *The Spokesman-Review*, in 1939 trucking had far outpaced railroads in terms of employment nationally, with trucking providing jobs for 3.5 million compared to 1 million by railroads.¹¹ A 1948 article on freight traffic in Spokane and the Inland Empire highlighted Inland Motor Freight—which boomed while located at 102 E Main—as a typical example of motor freight expansion in the area.¹² The company grew from 38 trucks in 1931 operating out of a one-story warehouse (102 E Main) to over 400 trucks in 1948 with a warehouse comprising an entire city block.¹³

Construction and Use of the Building

In 1922, local contractor Albert L. (A.L.) Mitchell of Mitchell Bros. general contractors negotiated with Pacific Fruit and Produce to construct a one-story building on his property at Main and Market (now Pine). Between 1890 and 1910, the property had a two-story wood-frame dwelling on it with a large one-and-a-half-story shed (see Figures 3 and 4).¹⁴ Pacific Fruit and Produce signed a 10-year lease for the property. Mitchell hired local contractors Jasper & McLellan to construct the building—at a cost of

⁹ Ibid.

¹⁰ "Fifty-Three Concerns Operate From Here to Many Points," *The Spokesman-Review*, July 31, 1939: 19.

¹¹ "Fifty-Three Concerns Operate From Here to Many Points," *The Spokesman-Review*.

¹² "More Freight Than Average Moves on Highways," *The Spokesman-Review*, January 25, 1948: Annual Progress Edition, 17.

¹³ "More Freight Than Average Moves on Highways," *The Semi-Weekly Spokesman-Review*, 7.

¹⁴ Sanborn Fire Insurance Map, 1910, Volume 4, sheet 435.

\$18,500—with a frontage of 107 feet on Main Avenue, 108 feet on Market (Pine) Street, and 157 feet along the Northern Pacific right-of-way. Although no original drawings have been found for the building, the obituary for architect Arthur Cowley indicates he drew the plans for the Inland Auto Freight warehouse (which is what the building was later called, but Inland Auto Freight also had another building constructed in 1936).¹⁵ The warehouse building was set to include storage space, an office, a large refrigerating plant, and a cooling room (likely the small interior space in the building's northeast corner as seen in the 1953 Sanborn map in Figure 6).¹⁶ A spur railroad track served the building and facilitated freight handling. The building was constructed of hollow clay tile, an inexpensive alternative to brick that was more moisture- and heat-proof and spread in popularity at the beginning of the twentieth century.¹⁷ The use of hollow clay tile, with a less refined finish than brick, was also appropriate for the warehouse which seemed to be intended for purely utilitarian purposes with no expected customer interaction at the building.

Pacific Fruit and Produce was a large fruit and produce jobbing concern of Portland. At the time, they were one of the largest fruit and produce concerns on the Pacific Coast, with branches in nearly every city with population over 20,000 from San Diego to Vancouver.¹⁸ When the company established itself in Spokane they already had 15 retail branches in Washington and 15 in Oregon, plus eight shipping branches.¹⁹ The company utilized the property at 102 E Main Avenue until 1925. Ryan Fruit Company took over Pacific Fruit and Produce company's wholesale businesses in Spokane, Lewiston, Coeur d'Alene, Baker, and La Grande—this deal was the result of an exchange of territory and shifting of approximately \$150,000 in property by the two competitors.²⁰ Pacific Fruit and Produce's operations moved to the Ryan Fruit Company's newly constructed warehouse, nearby at Riverside and Division (constructed by 1927, demolished). The company eventually moved into a larger warehouse nearby at Riverside and Division where they continued to operate until 1974 when they constructed a one-story 46,000-square foot plant.²¹

After Pacific Fruit and Produce Co. vacated the building, Inland Auto Freight, operated by Grover C. Ealy, and Spokane-Coeur d'Alene Auto Freight, operated by George Natwick, leased a 100x40-foot portion of the building for seven years for a total cost of \$16,800. The remainder of the building was leased by Ryan Fruit as cold storage warehouse. A newspaper article advertising the new auto freight lease stated:

All the auto freight companies except the Cheney Auto Freight Company and the company operating between Spokane and Sprague will use the new terminal, Mr.

¹⁵ "Arthur Cowley Taken By Death," *The Spokesman-Review*, January 19, 1949: 1 and 6.

¹⁶ "Puts \$41,000 in New Warehouse," *The Spokesman Review*, March 24, 1922: 6.

¹⁷ Bradley, *The Works: Industrial Architecture of the United States*.

¹⁸ "Big Produce Co. Enters Klamath on Large Scale: Pacific Fruit and Produce Co. to Erect \$15,000 Warehouse Here," *The Klamath News*, May 23, 1925: 1.

¹⁹ "Pacific Fruit Co. Is \$1,000,000 Firm," *The Spokesman-Review*, March 25, 1922: 9.

²⁰ "Cut Competition by District Trade," *Spokane Daily Chronicle*, April 30, 1925: 21.

²¹ "Pacific Produce Gets New Plant," *Spokane Daily Chronicle*, August 1, 1974: 42.

Ealy said. These are the Lewiston-Spokane line; the Coeur d'Alene-Spokane line; the Inland, operating between Spokane and Chewelah; the Tekoa-Spokane line; the Milan-Spokane line; the Big Bend Auto Freight company, operating between here and Almira; and the Washington Auto Freight company, operating between Spokane and Maiden.²²

In 1931, three major Inland Empire automobile freight lines merged to form a new company—Inland Motor Freight—valued at \$500,000. The three firms that consolidated included Inland Auto Freight, Lewiston-Spokane Auto Freight, and Big Bend Auto Freight. Grover C. Ealy was president and general manager of the newly formed company. In 1930, the three companies had handled freight with a gross revenue of over \$230,000.²³

Ealy was well-known in the freight trucking business, having established Deer Park Auto Freight in September 1918 to provide freight service between Spokane and Clayton. He changed the business name to Inland Auto Freight in 1921 when he extended his service to Colville. He purchased Lewiston Auto freight in 1929 before consolidating it with Inland Auto Freight and Big Bend Auto Freight in 1931 as Inland Motor Freight.²⁴ The three companies had 38 trucks when they consolidated. Even as Ealy consolidated his businesses, the warehouse at 102 E Main, continued to service a number of freight companies, between 1932 and 1936:

- Inland Motor Freight (1931-1936)
- Auto Freight Depot of Spokane (1931-1936)
- Plummer-Worley Auto Freight (1931-1936)
- Cheney Auto Freight Co. (1931-1936)
- Medical Lake Auto Freight Co. (1931-1936)
- North Idaho Auto Freight Co. (1931-1936)
- Washington Auto Freight Co. (1931-1936)
- Sprague Auto Freight Co. (1931-1936)
- Sand Point Auto Freight (1931-1934)
- Coeur d'Alene Auto Freight (1931-1934)
- Tekoa-Spokane Auto Freight Co. (1931-1933)

Ealy's company continued to grow over the years, keeping pace with the expanding freight-truck industry growth in Spokane and the rest of the nation. In 1935, the company hired contractor F. E. Martin to construct a new, larger warehouse (142 by 300 feet in size) on First between Sherman and Sheridan for an estimated cost of \$75,000.²⁵ The new building included a 200-foot loading platform, large service and loading floor, basement

²² "Auto Freighters Lease New Home," *The Spokesman-Review*, June 3, 1925: 9.

²³ "3 Auto Freight Lines Combine," *The Spokesman-Review*, February 1, 1931: 8A.

²⁴ "Freight-Trucking Industry Becomes Big Business, With Spokane as Center: Fifty-Three Concerns Operate From Here to Many Points," *Spokane Daily Chronicle*, July 31, 1939: 19; "More Freight Than Average Moves on Highways," *The Semi-Weekly Spokesman-Review*, January 25, 1948: Annual Progress Edition, 17.

²⁵ "Will Start Monday on Motor Terminal," *Spokane Daily Chronicle*, September 28, 1935: 3.

storage rooms, repair shops, and offices. Inland Motor Freight moved into its new headquarters in 1936.²⁶

Spokane Transfer and Storage Company owned the building by 1940. Millard Johnson purchased the building from the company; Johnson had been one of the founders of the firm and president, in 1940. At the time, the building was used by Pacific Fruit and Produce once again, but as a garage.

Although, Inland Motor Freight moved into a new building, the building at 102 E Main continued to serve as a warehouse for auto freight businesses into the early 1950s. It appears that a number of freight businesses operated out of the building, often at the same time. The following list, generated from address listings in the city directories, includes all the known freight businesses that used the building; date ranges follow in parentheses.²⁷

- Motor Freight Terminal (1940-1952)
- Helphrey Motor Freight (1940-1952)
- Colville Motor Freight (1940-1945)
- Western Motor Freight Inc. (1940)
- Eckert Freight Lines (1940)
- Grand Coulee Motor Freight (1940)
- Matthews Auto Freight (1940)
- Davenport Motor Freight (1940)
- Hankle Transfer (1940)
- Catlow Motor Freight (1940)
- McCune Motor Freight (1940)
- Merchant Shippers Association (1940)
- Westland Forwarding Co. (1940)
- Montandon Bros Freight (1945)
- Drinkard's Motor Freight (1945)
- Eland & Stewart Motor Freight (1945)
- Three-Y Motor Freight (1945)
- Spokane Metaline Auto Freight (1950)
- Okanogan Freight Lines (1950)

According the city directories, the property was vacant by 1954 and appears to have remained mostly vacant for the next 30 years. A brief newspaper mention in May 1965 reporting on vandalism at the property indicated it was the warehouse for Spokane Metals.²⁸ The next known tenant of the property was Precision Mechanical, heating and

²⁶ "New Home of Inland Freight Offers Ample Quarters," *Spokane Daily Chronicle*, January 30, 1936: 6.

²⁷ Spokane City Directories, 1940, 1945, 1950, 1954, 1955, 1956.

²⁸ "Brief City News – Records; Vandals..." *Spokane Daily Chronicle*, May 7, 1965: 5.

ventilation, in 1985 followed by Carpet Service in 1986. The property was once again vacant through at least 1995.²⁹

The Mitchell family continued to own the property through at least 1960. Vince Dressel acquired the property by 1997 and owned it until 2018. The property was purchased by JABS 102 LLC in 2018 and redeveloped in 2019 for office use by JMK & Associates with two commercial retail and/or event spaces.

Original Owner – Albert L. (A. L.) Mitchell³⁰

The Inland Auto Freight building was originally constructed for and owned by Albert L. (A. L.) Mitchell (ca.1864-1942), a general contractor. Mitchell was born in Sacramento, California, ca. 1865. He traveled from California to Illinois by covered wagon and then back westward to Boise, Idaho, as a child. He relocated to Spokane in the mid- to late 1880s, joining his father, George, in building railroads. Along with his brother, Arthur P., Albert established a freighting business to and from the area mines and smelters. They ran a pack train to Coeur d'Alene during the gold rush time and wagon freight trains to the mine towns of Northport, Republic, and Rossland. Apparently the property at 102 E Main, prior to the warehouse construction, was used as a storage site for merchants stock during the fire that ravaged Spokane's business district in 1889.³¹ The brothers shifted into contracting work as the area grew, establishing Mitchell Brothers, Contractors, specializing in road construction.

Albert married Mary E. Twigg in British Columbia in 1896.³² They had two children together: George and Arthur. He was a member of the Spokane County Pioneers' Society and passed away at the age of 77 in 1942.

Builder - Jasper & McLellan

The builders of the freight warehouse were general contracting company Jasper & McLellan, owned by Charles Jasper and Angus McLellan. They had their offices in the Ziegler Building.

Charles Jasper was born in Denmark ca. 1866. He immigrated to America in 1882 at the age of 17 and arrived in Spokane in 1888.³³ He established his building contractor business soon after arriving in Spokane. Some of his projects included Concordia Hall at Second and Jefferson (destroyed by fire), and the Radio Central building at Sprague and

²⁹ Spokane City Directories, 1985, 1986, 1988, 1990, 1995.

³⁰ Mitchell's biography is summarized from the following newspaper articles: "Albert L. Mitchell," *Spokane Daily Chronicle*, January 12, 1942: 5; "A. L. Mitchell, Retired Contractor, Passes," *The Spokesman-Review*, January 13, 1942: 18.

³¹ "George Mitchell Follows Pattern," *Spokane Daily Chronicle*, July 7, 1960: 18.

³² Marriage Certificate: Mitchell and Twigg, 1896, Spokane County Auditor, Marriage Records, 1880-Present, Washington State Archives, Digital Archives, <http://digitalarchives.wa.gov>, accessed November 21, 2019.

³³ "Charles Jasper," *Spokane Daily Chronicle*, May 18, 1937: 3.

Post. He married Emily F. Brown in 1906 and the couple had one child, Karl W.³⁴ He was a member of the Spokane lodge no. 34, F. & A. M. Charles died by suicide at the age of 72 in 1937.³⁵

Angus McLellan was born in Canada to Scottish parents ca. 1872.³⁶ He immigrated to the United States in 1893. He married his Tena McKay, also a Canadian born to Scottish parents, in 1896. They had one child together, a daughter, Hazel. Angus died in 1949.³⁷

Significant Tenant – Grover Cleveland Ealy

Grover Cleveland Ealy was born ca. 1888 in Jacksonville, Illinois. He moved from Illinois to Spokane in the late 1910s and established a freight company, which became Inland Auto Freight and then Inland Motor Freight. The success of his company earned him state recognition and he served as president of the Washington Motor Freight Association. He also served as president of the Inland Empire Racing and Fair Association in 1937. He was a member of the Spokane Early Birds, Athletic Round Table, Spokane Country Club, Manito Golf Club, Spokane City Club, Spokane Lions, Transportation Club, the Elks, Spokane Consistory, and the El Katif shrine.³⁸

He married Agnes M. MacDonald in 1941 and they had two children together, Donald, and Carol. Upon his death, Ealy left behind an estate estimated at \$350,000 for his widow, two children, and sister.³⁹

Grover died from a lung infection after a 2-year long illness in 1947 at the age of 59.

³⁴ Marriage Certificate: Jasper and Brown, 1906, Spokane County Auditor, Marriage Records, 1880-Present, Washington State Archives, Digital Archives, <http://digitalarchives.wa.gov>, accessed November 21, 2019.

³⁵ "Pioneer Builder Takes His Own Life," *The Spokesman-Review*, May 18, 1937: 6.

³⁶ Ancestry.com. *1920 United States Federal Census* [database on-line], Year: 1920; Census Place: Spokane, Spokane, Washington; Roll: T625_1942; Page: 3B; Enumeration District: 258

³⁷ "Probates Filed," *The Spokesman-Review*, November 19, 1949: 12.

³⁸ "Grover C. Ealy Taken by Death," *The Spokesman-Review*, March 20, 1947: 1.

³⁹ "\$350,000 is Left by Grover Ealy," *The Spokesman-Review*, March 29, 1947: 1.

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- . "Charles Jasper." May 18, 1937: 3.
- . "Cut Competition by District Trade." April 30, 1925: 21.
- . "Freight-Trucking Industry Becomes Big Business, With Spokane as Center: Fifty-Three Concerns Operate From Here to Many Points." July 31, 1939: 19.
- . "George Mitchell Follows Pattern." July 7, 1960: 18.
- . "New Home of Inland Freight Offers Ample Quarters." January 30, 1936: 6.
- . "Pacific Produce Gets New Plant." August 1, 1974: 42.
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---. "Grover C. Ealy Taken by Death." March 20, 1947: 1.

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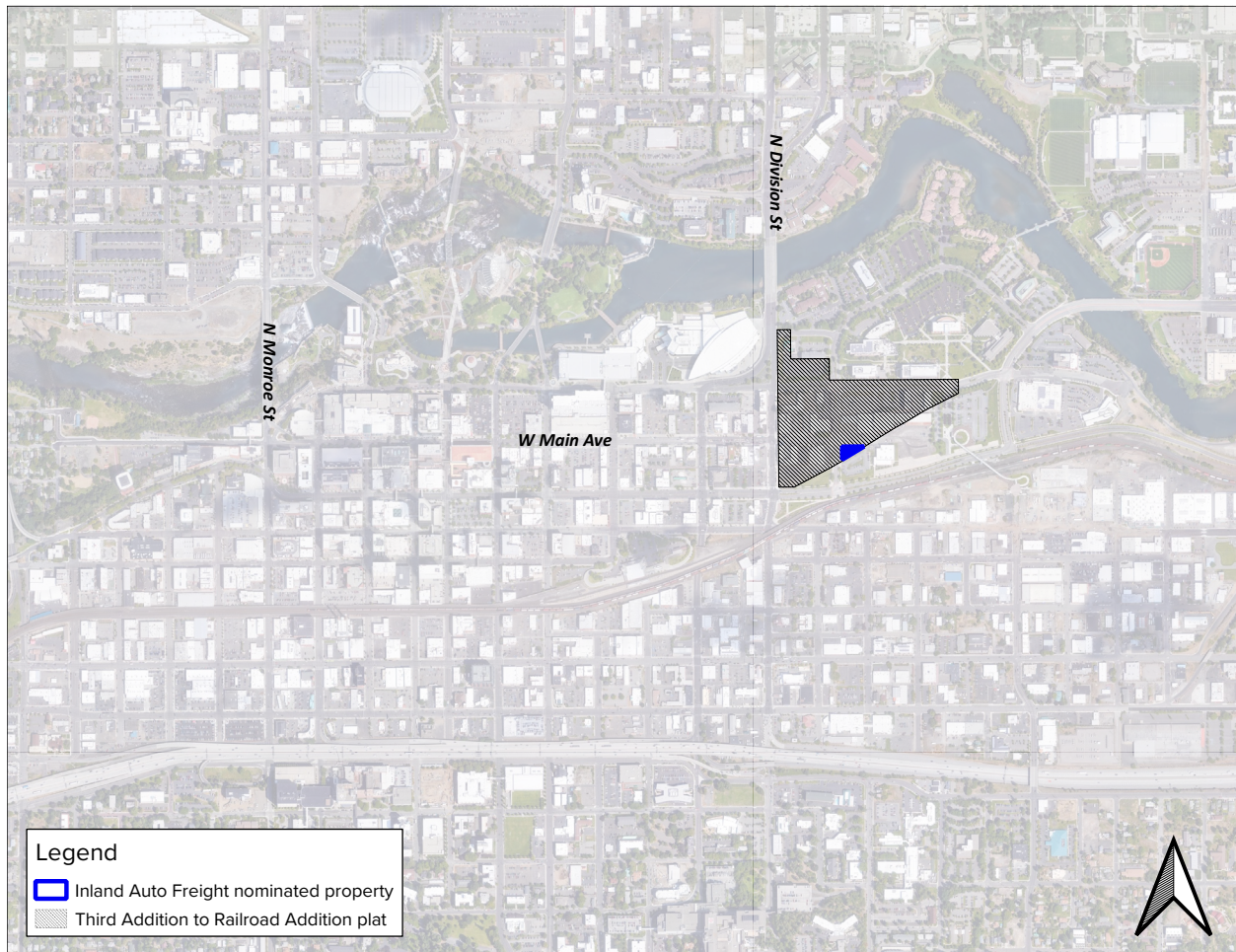


Figure 1. Aerial view.

This view shows the nominated property and Third Addition to Railroad Addition plat's location within downtown Spokane.

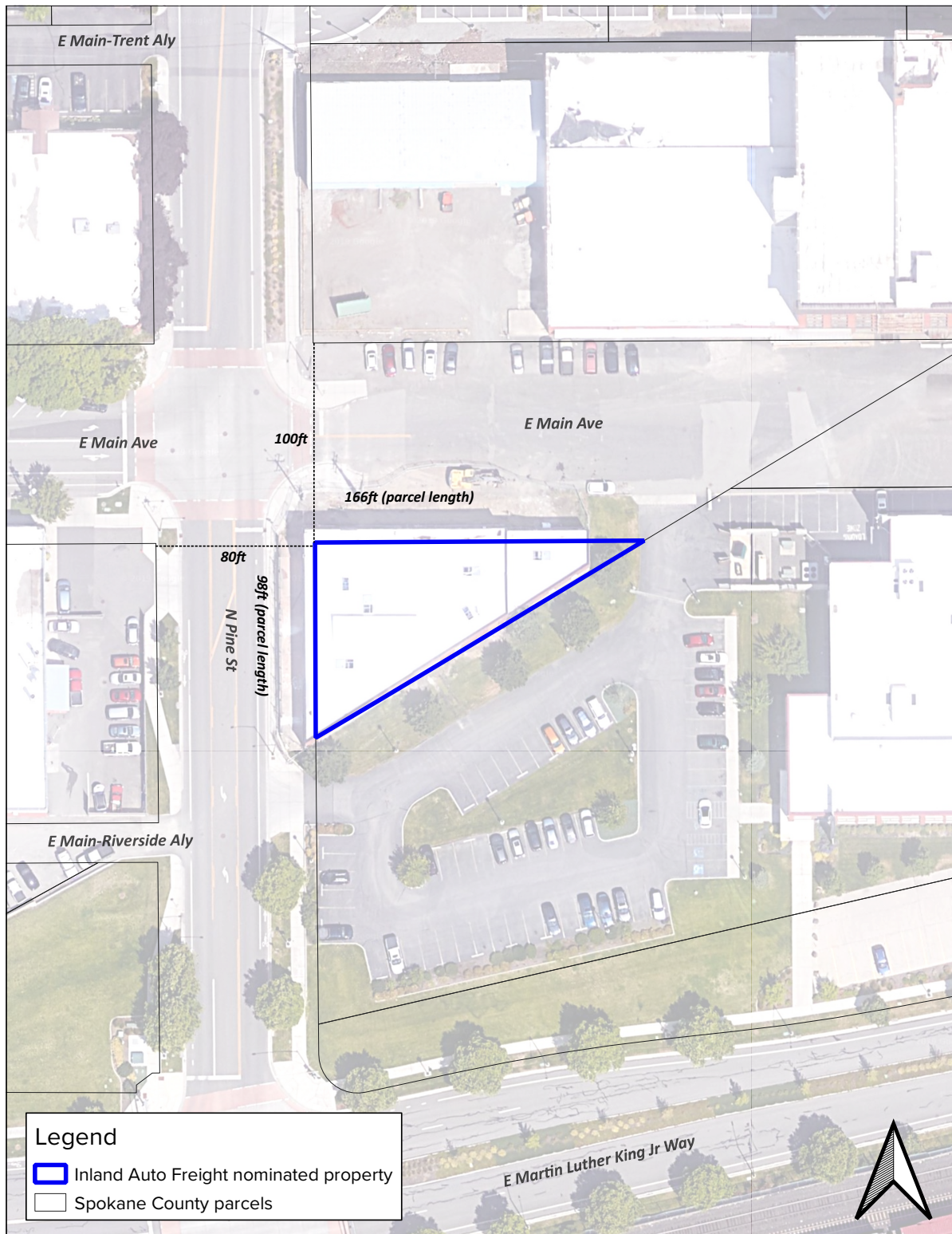


Figure 2. Site Plan.

This map shows the nominated buildings (in blue).

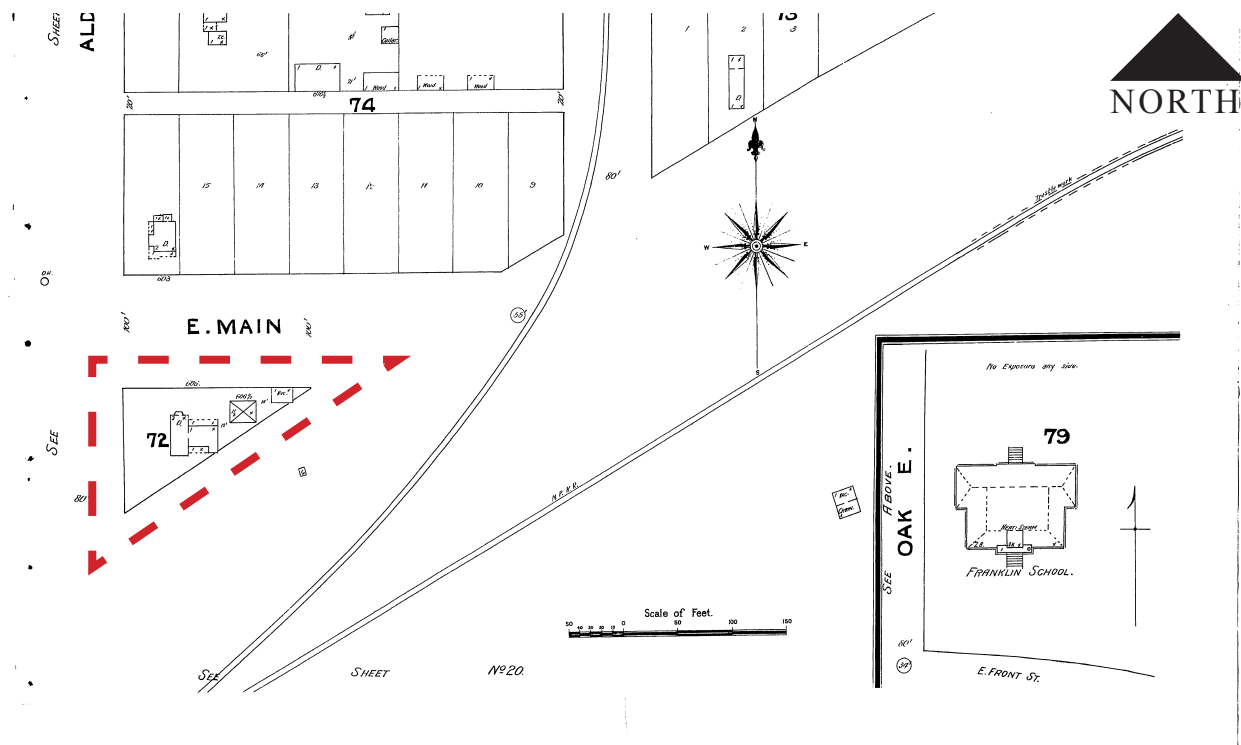


Figure 3. 1891 Sanborn.

Sanborn Fire Insurance Map, 1891, Sheet 16. This is the site prior to construction of the nominated property.

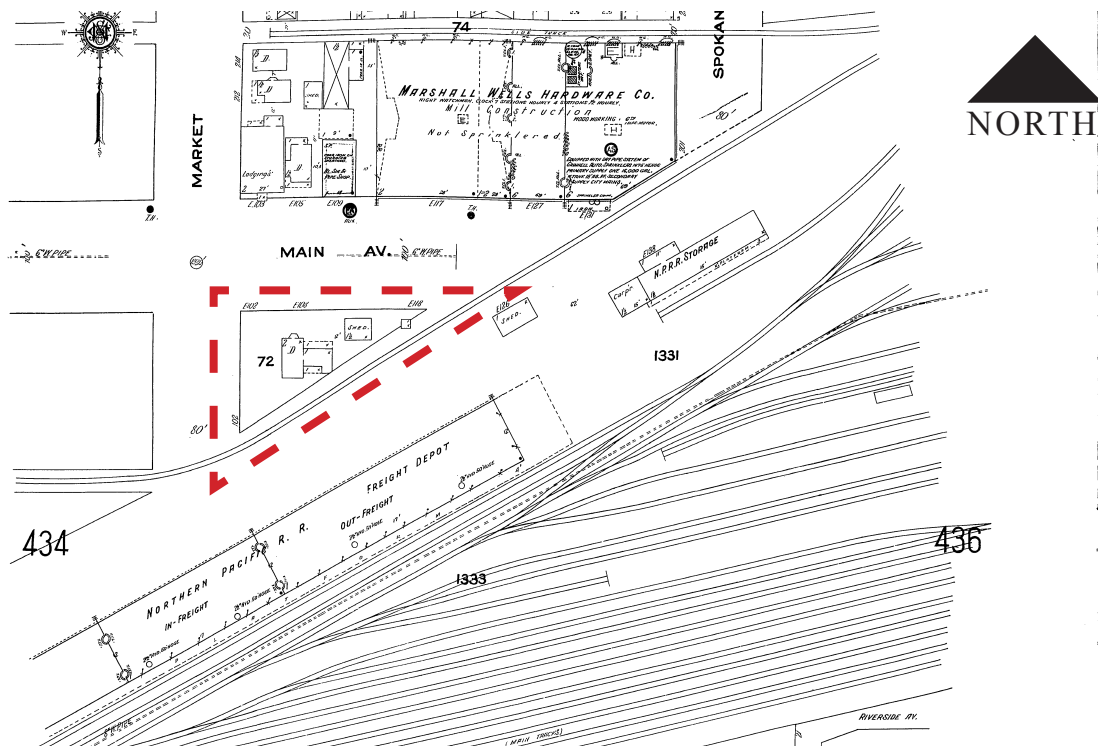


Figure 4. 1910 Sanborn.

Sanborn Fire Insurance Map, 1910, Vol 4, Sheet 435. This is the site prior to construction of the nominated property. Note the additional railroad lines and Marshall Wells Hardware Co.



Figure 5. 1942 aerial.
Nominated property outlined in blue. Courtesy USGS.

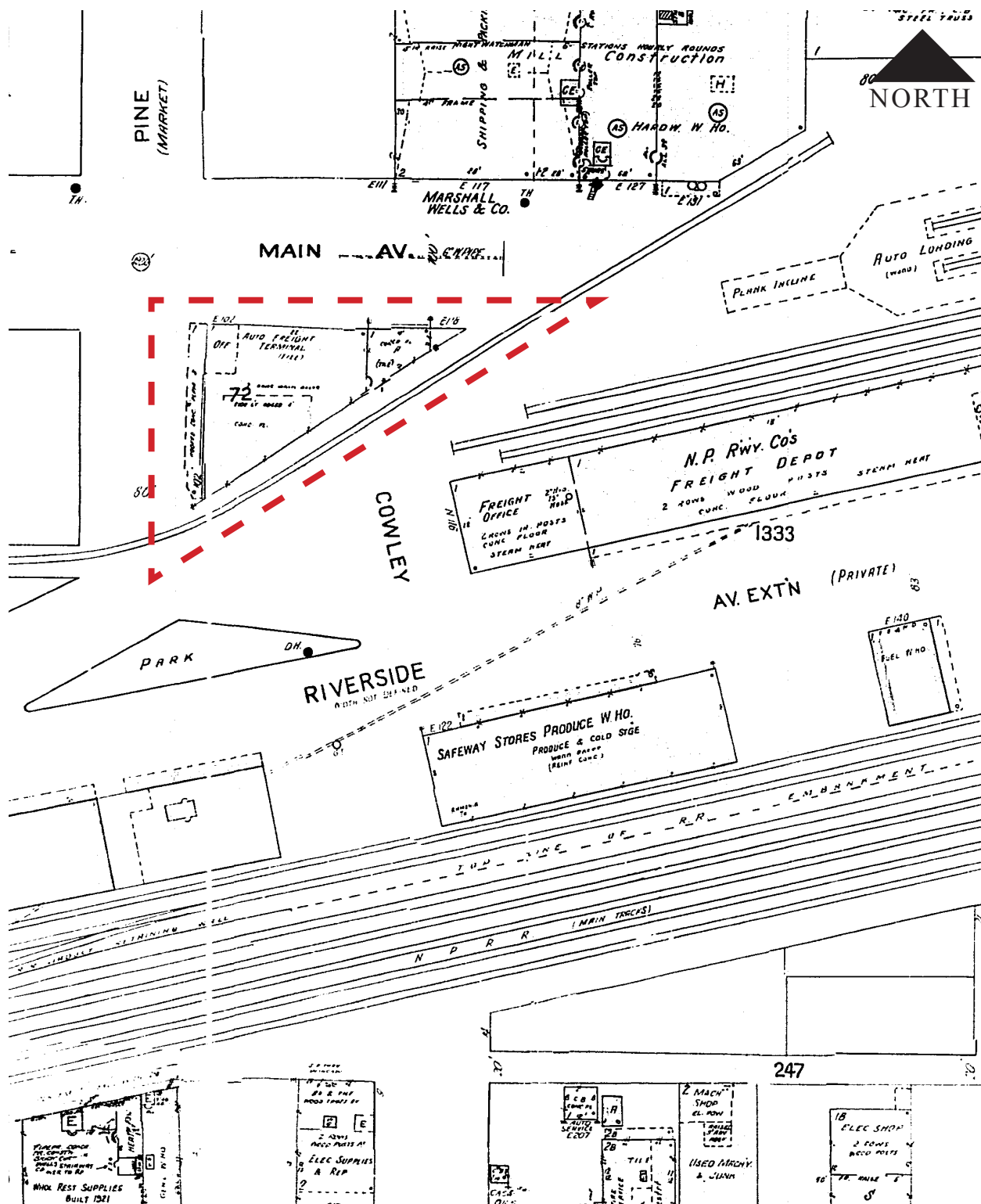


Figure 6. 1953 Sanborn.

Sanborn Fire Insurance Map, 1953, Vol 4, Sheet 435.

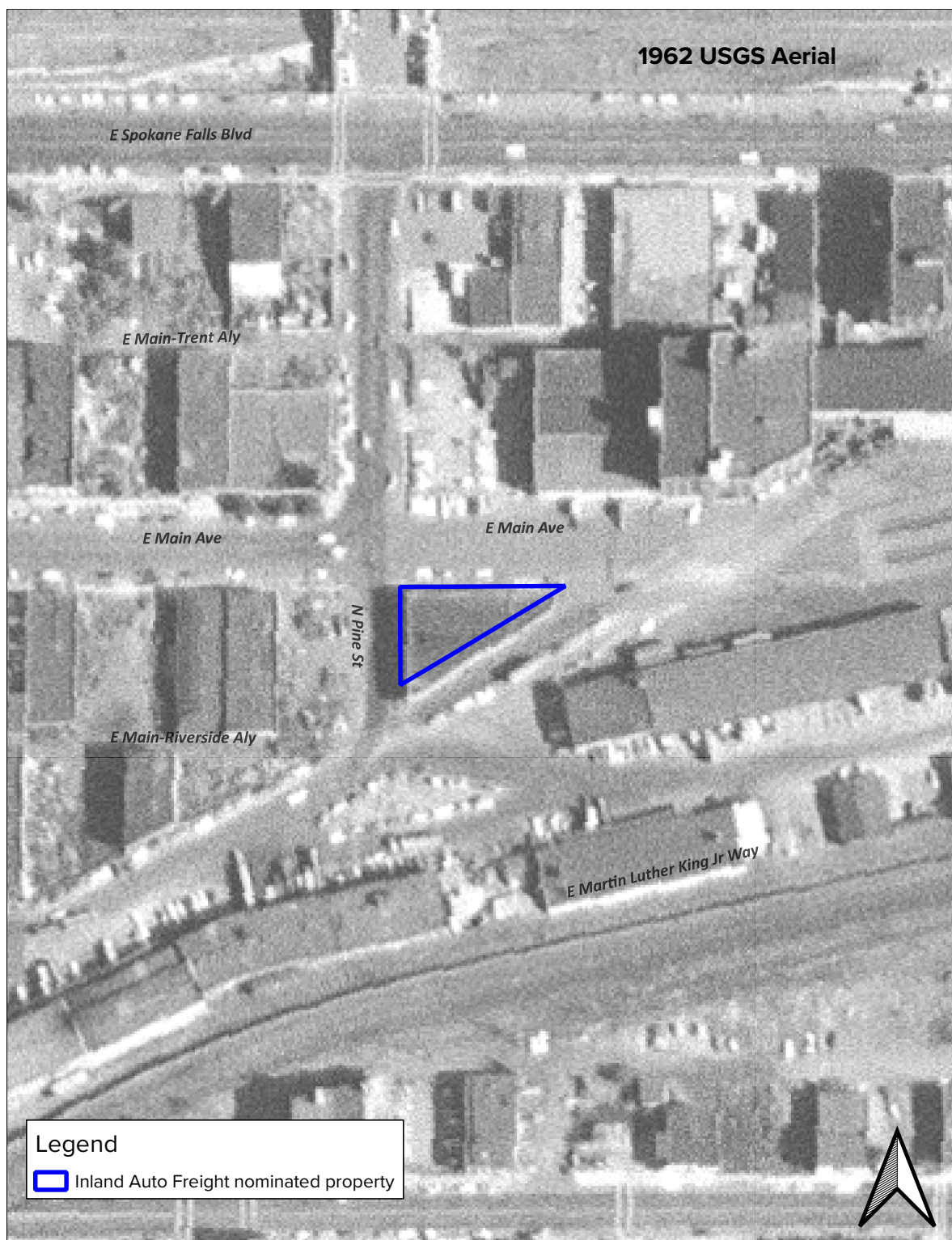


Figure 7. 1962 aerial.
Nominated property outlined in blue. Courtesy USGS.



Figure 8. Inland Auto Freight Depot, 1926.

Photographed by Charles Libby. Joel E. Ferris Archives, L87-1.31034-26.



Figure 9. Auto Freight Depot, 1930.

Photographed by Charles Libby. Joel E. Ferris Archives, L87-1.42062-30.



Figure 10. Jones Auto Freight Depot, 1930.

Photographed by Charles Libby. Joel E. Ferris Archives, L87-1.43786-30.

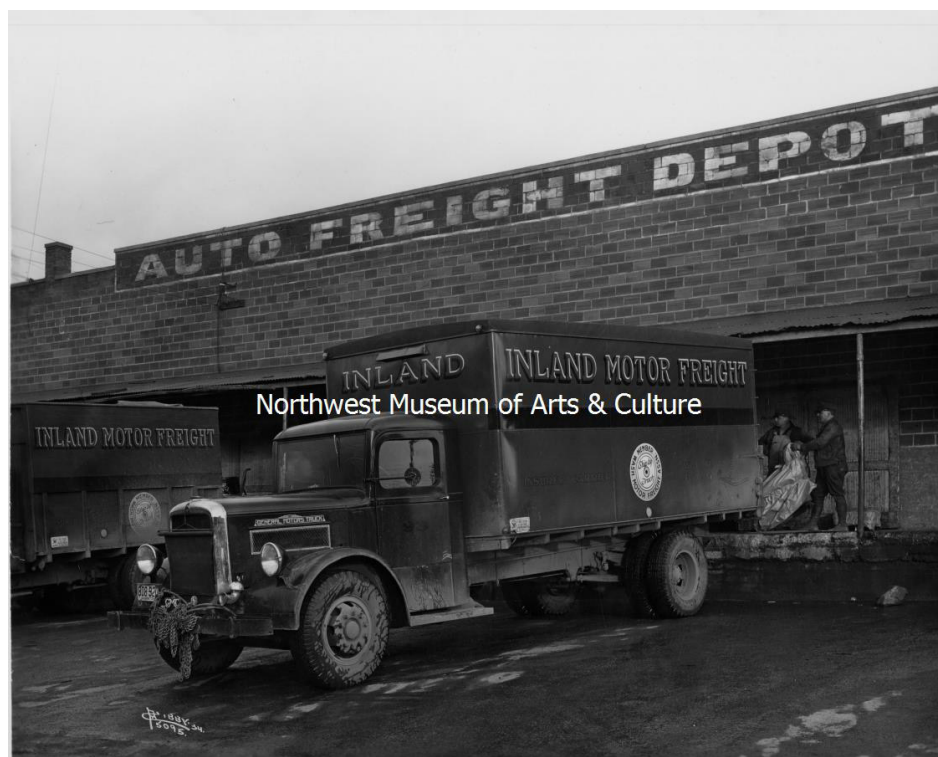


Figure 11. Inland Motor freight Truck, 1934.

Photographed by Charles Libby. Joel E. Ferris Archives, L87-1.5095-34.



Figure 12. Northern Pacific Freight Terminal, 1936.

Photographed by Charles Libby. Joel E. Ferris Archives, L87-1.8281-36. The nominated property is visible at the left edge in the middle of the photograph.



Figure 13. Helphrey Motor Freight, 1939.

Photographed by Charles Libby. Joel E. Ferris Archives, L87-1.15488-39.



Figure 14. Inland Auto Freight, 1997.

Reconnaissance level survey photograph in DAHP's WISAARD database. Field Recorder: Craig Holstine.



Figure 15. Grover Ealy, 1930.

Image in the *Spokane Chronicle*.



Figure 16. Grover Ealy, undated.

Photograph included included with Ealy's obituary in *The Spokesman-Review*, 1947.



Figure 17. West elevation, looking east, 2019.



Figure 18. West and north elevations, looking southeast, 2019.



Figure 19. North elevation, looking south, 2019.



Figure 20. East elevation, looking southwest, 2019.



Figure 21. Southeast elevation, looking north, 2019.



Figure 22. West end of southeast elevation, looking north, 2019.



Figure 23. West and southeast elevations, looking northeast, 2019.

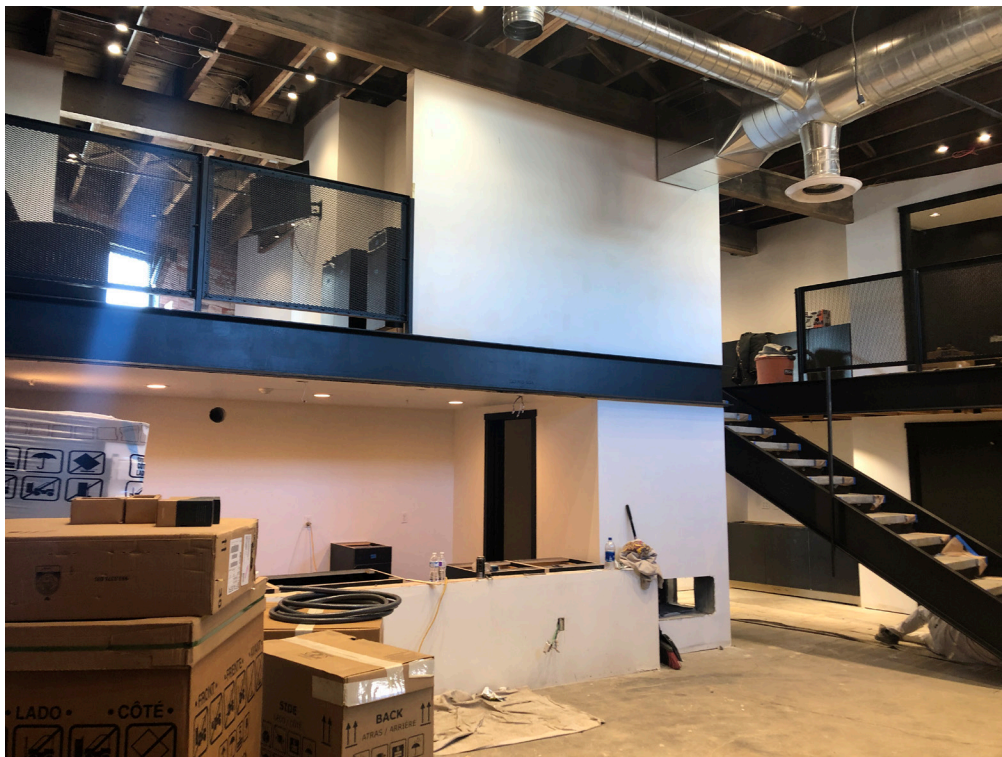


Figure 24. Reception area, 2019.



Figure 25. Car decking and beam details, 2019.



Figure 26. Hollow clay tile walls and exposed mechanical, 2019.



Figure 27. Typical office, 2019.



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

02/10/2020

Date Rec'd

1/9/2020

Clerk's File #

OPR 2020-0096

Renews #**Submitting Dept**INTEGRATED CAPITAL
MANAGEMENT**Cross Ref #****Contact Name/Phone**

NATHAN ANUNSON 625-6894

Project #

2016089

Contact E-Mail

NANUNSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #

CARRYOVERS

Agenda Item Name4250 - CONTRACT WITH KPFF CONSULTING FOR FISH LAKE TRAIL CONNECTION
STUDY**Agenda Wording**

KPFF Consulting was chosen for the Fish Lake Trail Connection Study (Phase 1) in the amount of \$183,851.00. An administrative reserve of \$18,385.00, which is 10% of the contract price, will be set.

Summary (Background)

Currently, Fish Lake Trail KPFF Consulting was selected via RFQu No. 5172-19 as the most qualified to analyze and evaluate three different options to connect the Fish Lake Trail at Milton/Lindeke Streets to the Centennial Trail via the Sandifur Bridge.

Fiscal ImpactGrant related? YES
Public Works? NO**Budget Account**

Expense \$ 202,236.00

3200 95135 42800 54201 99999

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

Study Session

PIES 1/27/20

Division Director

SIMMONS, SCOTT M.

Other**Finance**

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**GRANTS &
CONTRACT MGMT**

STOPHER, SALLY

Briefing Paper

Public Infrastructure, Environment, and Sustainability Committee

Division & Department:	Integrated Capital Management
Subject:	Fish Lake Trail Connection Study
Date:	1-23-20
Author (email & phone):	Nathan Anunson (nanunson@spokanecity.org, 625-6894) Inga Note (inote@spokanecity.org, 625-6331)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience; 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)	Pedestrian Master Plan, Bicycle Master Plan, Comprehensive Plan, 6-Year Street Program
Strategic Initiative:	Urban Experience
Deadline:	2/10/20
Outcome: (deliverables, delivery duties, milestones to meet)	Develop an actionable plan to connect Fish Lake trail to Centennial Trail. Improve a sense of community, while promoting bicycle and pedestrian transit and recreation. Continued progress towards meeting the goals of the bicycle master plan.

Background/History:

The City of Spokane received 5 proposals in response to the RFQu solicitation. Upon review of the proposals, the evaluation committee is recommending a contract award to KPFF Consulting Engineers totaling \$202,236. The COS has negotiated pricing for Phase I to provide alternatives development, analysis, evaluation and conceptual design, of three alignments; environmental review, geotechnical investigations, environmental permitting and cultural resource investigation.

Phase II will be negotiated for the preferred trail alignment and added as an amendment at the completion of Phase I.

Phase II will include engineering services to develop the preferred alternative to 30% design for civil, structural, landscape architecture, topographic survey, geotechnical investigations, environmental permitting and cultural resource investigation.

The total TAP funding currently available for this study is \$250,000.

Executive Summary:

- 5 proposals received by COS in response to RFQu solicitation
- Price negotiated with KPFF for Phase I analysis
- Proposal evaluation committee is recommending award of \$202,236 to KPFF
- Amendment will be added for Phase II once preferred route is selected and price negotiated
- Phase II will develop 30% design for the preferred route
- Total TAP funding available is \$250,000

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



City of Spokane
CONSULTANT AGREEMENT
Title: FISH LAKE TRAIL CONNECTION STUDY

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KPFF CONSULTING ENGINEERS, INC.**, whose address is 1601 Fifth Avenue, Suite 1600, Seattle, Washington 98101 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Agreement is to conduct the FISH LAKE TRAIL CONNECTION STUDY; and

WHEREAS, the Consultant was selected from through RFQ No. 5172-19.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on February 28, 2020, and ends on March 28, 2021, unless amended by written agreement or terminated earlier under the provisions. Contract renewals or extensions shall be initiated at the discretion of the City and subject to mutual agreement. The contract may be extended for four (4) additional one-year contract periods with the total contract period not to exceed five (5) years.

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

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

The Work is subject to City review and approval. The Consultant shall confer with the City periodically, and prepare and present information and materials (e.g. detailed outline of

completed Work) requested by the City to determine the adequacy of the Work or Consultant's progress.

4. COMPENSATION.

Total compensation for Consultant's services under this Agreement shall not exceed **ONE HUNDRED EIGHTY THREE THOUSAND EIGHT HUNDRED FIFTY ONE AND NO/100 DOLLARS (\$183,851.00)**, excluding applicable tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

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

6. REIMBURSABLES

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon*

request). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

7. TAXES, FEES AND LICENSES.

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

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this

Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Consultant agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Consultant. Consultant shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

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

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

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or

negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. 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.

13. AUDIT.

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

14. INDEPENDENT CONSULTANT.

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

36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

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

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Consultant confirms that the Consultant or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the consultant selection, negotiation, drafting, signing, administration or evaluation of the Consultant's work. As used in this Section, the term Consultant includes any worker of the Consultant who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any

dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

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

21. CONFIDENTIALITY.

Under Washington State Law RCW Chapter 42.56) all materials received or created by the City of Spokane are **public records** which are subject to review and copying pursuant to a public records request. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, and other bid material. Some records or portions

of records may be legally exempt from disclosure and can be redacted or withheld. RCW Ch. 42.56 describes those exemptions. Consultant must familiarize themselves with state law and the City of Spokane's process for managing records.

The City will endeavor to redact anything that clearly should be redacted under the law. For example, the City will generally redact Social Security Numbers, tax records, and financial account numbers before records are made available to a requestor. Consultant may identify any materials Consultant believes to be not subject to release under the Public Records Act. City will not be bound by Consultant's determination of whether any particular record or records are legally exempt from release under the Public Records Act.

If the City receives a public records request for records involving Consultant or Consultant's work product, City will release the records unless City determines that there are obvious exemptions or redactions (which City will make prior to release of the records). If City determines that there are exemptions that can be asserted only by Consultant, City will endeavor to notify Consultant and Consultant will be given ten days to obtain a Court order preventing the City from releasing the requested records. **If no Court order is procured by Consultant, the City will release the requested records.**

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be

given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

24. EXPANSION FOR NEW WORK.

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

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility

under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as Exhibit D. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

KPFF CONSULTING ENGINEERS, 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: Exhibit A – Certificate Regarding Debarment
Exhibit B – Scope of Services

20-015

EXHIBIT A

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. 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)

EXHIBIT B
SCOPE OF WORK
ENGINEERING SERVICES FOR FISH LAKE TRAIL CONNECTION STUDY

INTRODUCTION

The purpose of this contract is to provide survey, geotechnical engineering, landscape architecture, civil and structural engineering, environmental and permitting services, cultural and archaeological services, public outreach and related services for the development of the Fish Lake Trail Connection Study.

The contract will be phased as follows and as detailed below in the Scope of Work:

- **Phase 1:** Alternatives development, analysis, evaluation and conceptual design, of three alignments ; environmental review, geotechnical guidance, cultural and historical input and public outreach.
- **Phase 2:** Engineering services to develop the preferred alternative to 30% PS&E design for civil, structural, landscape architecture, topographic survey, geotechnical investigations, environmental permitting, and cultural resource investigation.

This initial Scope of Work will focus on Phase 1. Once a preferred alternative is identified, the Consultant Team will prepare a detailed scope of services to provide Phase 2 design services.

PROJECT BACKGROUND

This study will evaluate alternatives to provide a connection for cyclists and pedestrians between the Fish Lake Trail at Milton/Lindeke Streets to the Centennial Trail via the Sandifur Bridge.

Likely route options include:

1. Traversing the hillside underneath the railroad bridge and High Bridge and continuing north through High Bridge Park to Riverside Avenue on the west side of Latah Creek (1.0 miles).
2. Traversing the hillside underneath the railroad and High Bridge south, then crossing the 11th Avenue Bridge and following the existing gravel sewer easement north to Riverside Avenue on the east side of Latah Creek (1.6 miles).
3. Routing the trail north along the existing Government Way shared-use path, then building a new path easterly through park land along the south side of Riverside Avenue to Latah Creek (1.2 miles).

In addition the project will evaluate a route to make a connection between the Fish Lake Trail and the Thorpe Road bicycle route. Currently the trail crosses over Thorpe Road and the lack of access is a barrier to the potential riders from the 900-unit Canyon Bluffs apartment complex. There is a 40' elevation difference between Thorpe Road at the tunnel and the surface of the Fish Lake Trail. An accessible route could be constructed along the edge of the WSDOT owned "Thorpe pit" between the railroad and the trail.

The goals for the Fish Lake Trail Connection Study are:

- Develop a shared use trail appropriate to current and anticipated future user volumes.
- Balance the uses the new trail with the existing park.

- Facilitate future connections to growing communities in the area
- Develop new road crossings that meet current standards for safety, and improve existing crossings where necessary.

SCOPE OF WORK

PHASE 1 – ALTERNATIVES ANALYSIS AND PRELIMINARY DESIGN

TASK 100 – PROJECT MANAGEMENT

Task 100 includes all work related to the management, administration, and coordination of Consultant activities. The Consultant will provide project management services including:

100.01 Project Team Management and Coordination:

The Consultant shall organize, manage and coordinate the disciplines required to accomplish the work described. The Consultant shall provide project management and contract administration services to facilitate efficient progress for the project scope, schedule and budget including the following subtasks:

100.02 Consultant Team Meetings:

The Consultant team shall participate in periodic Consultant team meetings. Prepare team meeting agendas and notes as necessary.

100.03 Project Schedule:

Prepare and submit for approval a detailed project schedule for the north segment trail through all phases of design and construction. Submit one (1) draft for City review and revised final.

100.04 Project Communication Meetings:

The Consultant team shall meet with City project staff once a month for two (2) hours each to review the progress of the project, discuss technical issues, etc. The meetings will take place at Spokane City Hall with teleconferencing will be made available as an option.

- The Consultant shall submit a draft agenda a minimum of three (3) working days in advance of the meeting
- The Consultant shall take detailed meeting notes for all team meetings, distribute draft notes to the team within three (3) working days of the meeting, and incorporate changes to the notes as needed

100.05 Risk Register:

The Consultant shall identify risks throughout the project and track in Unifier, and review during the bi-weekly meetings.

100.06 Invoicing and Monthly Progress Reports:

The Consultant shall prepare invoices and submit monthly progress reports to the Project Manager. Monthly progress reports shall include:

- A brief narrative of work completed for the prior month for each Consultant task/subtask
- A brief narrative of work expected to be completed during the next month for each Consultant task/subtask
- Identification of any tasks or subtasks that are delayed or determined to be at-risk and a summary of a recovery plan, dependencies, and project impacts

Deliverables:

- Quality Management Plan
- Project Schedule, draft and final
- Project Coordination and Team Meeting Agendas and Notes
- Risk register and updates
- Twelve (12) Monthly Progress Reports

TASK 200 –SCHEMATIC DESIGN

The objective of this task is to provide analysis and predesign to assist the City in selection of a preferred trail alignment for the connector trail. The level of design shall be sufficient to create a preliminary cost estimate and to compare the potential impacts and risks with each trail alignment. The Consultant shall:

200.01 Basemapping

Phase 1 Alternatives will be developed using available topographic information based on Infracore software. Minor updates will be made with field survey as needed to address gaps or anomalies. Consultant shall combine Infracore topographic data along with the right-of-way information collected in 200.02 to create a preliminary basemap for design purposes.

200.02 Historical Right-of-Way Ownership Review:

Consultant shall research current and historical right-of-way ownership, easements, license agreements, and utility use in relation to ownerships that are of public record.

200.03 Geotechnical Analysis:

Consultant shall be available to provide input on design issues related to slope stability, wall type selection and foundations for the preliminary alternatives based on knowledge of area or data from other sources. No subsurface investigations will be performed as part of Phase 1.

200.04 Environmental Summary Report:

Consultant shall review available databases, existing reports and conduct a field survey to identify natural and human historic resources that should be

considered in the alternatives analysis. AEC will also provide basic information regarding alternatives to tribes and resource agencies to obtain additional information through email and phone interviews which will be cited. Wetlands will be identified using National Wetland Inventory Maps then field verified. Floodplains will be mapped using FEMA Flood hazard maps. Spokane regulated critical areas. Shorelines will be mapped by locating the ordinary high water marks in the field then buffering per the City's Shoreline Master Plan. Washington State Department of Ecology and Environmental Protection Agency (EPA) databases will be used to identify high risk hazardous materials, water quality and other relevant information.

Collection of background information will require up to 1 day of field work for two people to verify site conditions and estimate wetland extents and general environmental conditions for each of the alternatives but ordinary high-water mark and wetlands will not be delineated.

The information collected will be summarized in an Environmental Summary Report and will include up to 10 maps including a map of all known environmental constraints in the study areas. This information will be used for developing the alternatives and comparative analyses. A table of required reports, permits and approvals and the general timeframes for preparing reports and obtaining approvals will be included in the report.

200.05 Alternatives Analysis and Concept Design:

Consultant shall document opportunities and constraints in an existing conditions map and narrative identifying the locations and character of site conditions that will influence route evaluation, selection and development. Develop the preliminary alignments and concept design for three routes as generally defined by the City and included as Attachment A. These alternatives are described as:

1. Riverside/Government Way
2. Through High Bridge Park
3. East of Latah Creek
4. Thorpe Road Connection

The development of concepts will define the typical trail cross sections, refine the defined alignments, perform corridor modeling, assess the need for walls or other structures, identify the need to widen existing bridges or provide new crossings and identify utility impacts.

200.06 Structural Alternatives:

Develop conceptual solutions for the following structural components of the project:

1. Latah Creek Crossing: Evaluate widening of existing bridge versus construction of parallel pedestrian-only structure. Evaluation will include a summary of challenges for each alternative, planning level construction costs and sketches showing plan, elevation and typical sections.
2. Retaining Wall Alternatives: Evaluate a variety of retaining wall types to be used throughout the project limits. Evaluation will include a summary of challenges for constructing all wall types considered and planning level cost estimates for each wall type considered.

200.07 Alternatives Evaluation Matrix:

Develop an alternatives evaluation matrix to summarize the conditions and impacts. The team will work with City of Spokane to determine what items should be considered in the matrix. The Consultant will provide a matrix summarizing for each alignment various conditions/impacts for each alignment to aid in selection of a preferred alignment including, but not limited to:

- Impacts to potential wetlands, floodplains, priority habitat and species, vegetation fish and wildlife and other critical areas
- Impacts to cultural resources, parks and Section 4(f) resources
- National Environmental Policy Act (NEPA), Permitting timelines, mitigation requirements and challenges including shorelines
- The impacts to trees and sensitive areas
- Permitting timelines and challenges
- Bridge and Wall alternatives and range of cost
- Rough magnitude of costs and schedule
- Risks and benefits

A draft matrix will be submitted to City of Spokane for review and comment. The final matrix will be submitted with the concept alignments package. Present two (2) hard copies and submit electronically the concept design package to the City.

200.08 Alternative Alignments Concept Review Meeting:

Prepare for and attend one (1) review meeting with the City (3 hours in length) to present the concept alignments to the project team.

The Consultant shall provide representatives for the following disciplines: landscape architect, civil, structural, geotechnical, and environmental.

Prepare agenda, presentation materials and take notes. Provide the City with written meeting notes for review, comment or correction. Incorporate any necessary comments and corrections into final meeting notes and redistribute. Incorporate changes requested by the City at the review meeting into the concept alignments.

200.09 Preferred Alignment Development:

Based on the matrix and comments gathered from the City and the community on the alternative alignments, prepare a recommended preferred alignment to present to the City at one (1) meeting 2 hours in length, to be attended by the Consultant PM and one technical representative from each relevant discipline.

The Consultant shall provide feedback on the permit timeline and potential impacts to the construction schedule due to permitting. This scope of work assumes there will be one bid package.

Prepare agenda, presentation materials and take notes. Provide the City with written meeting notes for review, comment or correction. Incorporate any necessary comments and corrections into final meeting notes and redistribute. It is the intent to have an agreed upon alignment to further to subsequent design by the conclusion of the meeting.

Deliverables:

- Updated basemap (two printed copies) and one copy in electronic file format (PDF and CAD) submitted via unifier
- Three (3) Alternatives Alignment Concept Plans
 - Plans: Concept Layout: roll plot format for each Alternative.
 - Typical Sections: Assume six (6) sections per Alternative shown on the roll plot.
 - Bridge Plans (2 sheets) for a new crossing and widening of existing.
- Environmental Summary Report
- Alternatives Alignment Matrix – draft and final
- Concept Development Report – draft and final
- Meeting agendas, presentation materials, and notes

Assumptions:

- Elevated trail sections beneath the existing I-90 Bridge, Latah Bridge and High Bridge will not be evaluated as part of this analysis. It is assumed that a trail section with retained fill, cut or a combination will be feasible.
- Wetlands will not be formally delineated under Phase 1 for the comparative analysis of alternatives.

TASK 300– COMMUNITY INVOLVEMENT SUPPORT

The goal of the community involvement effort will be to establish timely, transparent, understandable, and objective communications and create ample opportunities for public and stakeholder engagement throughout the alternatives analysis and preliminary design process. The Consultant's services shall include the following:

- 400.01** Preparing a Community Involvement Plan (Plan). The Plan will be reviewed by the City and project partners. The Plan will outline the following:

Project Advisory Committee (PAC). will be established of stakeholder groups to help guide the study.

The Plan will define the role of the PAC, identify the intended engagement opportunities with the PAC, and purpose of those engagements

Public Outreach. The plan will outline intended engagement opportunities with the public, and briefly define the purpose of those engagements.

The Consultant will review demographics of the adjacent neighborhoods to identify if there are Title VI communities that may require consideration in the outreach efforts.

Utilities. The Plan will document utility coordination efforts that occur throughout the process.

Community Involvement Plan Documentation (Feedback). The Plan will ultimately develop into a series of meetings that provide the opportunity to gather feedback to inform the study and carry the study from one step to the next. The Feedback will be documented by recording notes during various meetings, collecting comments from participants of meetings, and summarizing these within the context of each meeting.

A draft Community Involvement Plan will be developed for review by the City. The Plan will be updated throughout the project as revisions are needed. Feedback will be documented as engagement activities occur. A final Feedback summary will be assembled upon completion of Phase 1 activities.

400.02 Project Advisory Committee (PAC) Engagement

Once a PAC has been established, it is anticipated that a total of three (3) meetings will be conducted throughout the Phase 1 Alternatives Analysis and Preliminary Design process.

The Consultant will be responsible for developing meeting agendas, message and format, developing and producing presentations and displays and meeting facilitation. The Consultant will take notes and provide the City with written meeting notes for review, comment or correction. Incorporate any necessary comments and corrections into final meeting notes and redistribute.

The City will be responsible for identifying and securing meeting venues, including room setup, audio/visual requirements, developing and distributing meeting invitations to PAC representatives, and meeting refreshments.

The three (3) Phase 1 PAC meetings are summarized as follows:

1. PAC Meeting #1 – Study Goals, Issues and Opportunities

PAC Meeting #1 is intended to be held upon completion of the baseline conditions studies. The purpose of this meeting will be to affirm the study goals and objectives, discuss preliminary baseline conditions findings, and discuss issues, opportunities, and solution ideas with the PAC.

Deliverables for PAC Meeting #1:

- Presentation and Handout

- Sign-in sheet
- Up to four (4) display boards and one (1) roll plot
- Meeting Recap Summary

2. PAC Meeting #2 – Initial Alternatives, Evaluation Process

PAC Meeting #2 is intended to be held upon completion of the alternatives development tasks. The purpose of this meeting will be to review initial alternative solutions, and review evaluation process and criteria with the PAC.

Deliverables for PAC Meeting #2:

- Presentation and Handout
- Sign-in sheet
- Up to four (4) display boards and one (1) roll plot
- Meeting Recap Summary

3. PAC Meeting #3 – Evaluation Results, Preferred Solution

PAC Meeting #3 is intended to be held upon completion of the alternatives evaluation. The purpose of this meeting will be to review evaluation process results and the preferred solution with the PAC. Refinements to the preferred solution will be incorporated into the 30% design.

Deliverables for PAC Meeting #3:

- Presentation and Handout
- Sign-in sheet
- Up to four (4) display boards and one (1) roll plot
- Meeting Recap Summary

400.03 Public Engagement Events:

It is anticipated that a total of two (2) public meetings will be conducted during the Phase 1 Alternatives Analysis and Preliminary Design process.

The Consultant will be responsible for developing meeting agendas, message and format, developing and producing presentations and displays and meeting facilitation. The Consultant will take notes and provide the City with written meeting notes for review, comment or correction. Incorporate any necessary comments and corrections into final meeting notes and redistribute.

The City will be responsible for identifying and securing meeting venues, including room setup, audio/visual requirements, developing and distributing meeting invitations/press releases and meeting refreshments.

The Consultant will assist the City in identifying potential opportunities to combine engagement events with other community events.

The two (2) Phase 1 public meetings are summarized as follows:

1. Public Meeting #1 – Study Objectives, Initial Alternatives, Evaluation Process

Public Meeting #1 is intended to be held upon completion of the alternatives development tasks and after PAC meeting #2. The purpose of this meeting will be to introduce the project, review goals and objectives, issues and opportunities, review initial alternative solutions, and review evaluation process and criteria with the community.

Deliverables for Public Meeting #1:

- Presentation and Handout
- Sign-in sheet
- Up to four (4) display boards and one (1) roll plot
- Meeting Recap Summary

2. Public Meeting #2 – Evaluation Results, Preferred Solution

Public Meeting #2 is intended to be held upon completion of the alternatives evaluation and after PAC Meeting #3. The purpose of this meeting will be to review evaluation process results and the preferred solution with the community. Refinements to the preferred solution will be incorporated into the 30% design.

Deliverables for Public Meeting #2:

- Presentation and Handout
- Sign-in sheet
- Up to four (4) display boards and one (1) roll plot
- Meeting Recap Summary

400.04 Online Outreach:

The Consultant will prepare content to support online outreach efforts. In addition to content generated in other tasks, the Consultant will provide a one-page project fact sheet, graphical in nature, that provides an overview of the process, timeline and objectives, develop questions and provide feedback summary for one (1) City-hosted online survey.

Deliverables:

- Draft and Final Community Involvement Plan
- PAC and Public Meeting presentations, handouts, displays and recaps as described herein.
- Content to support online outreach as described herein.

Assumptions:

- Coordination with Tribal and Environmental Resource Agencies will be conducted and documented in other Tasks of this scope of work. However, this does not limit the Spokane Tribe of Indians from participating in the PAC.
- Content for outreach to local blogs and forums; social media; outreach to interest groups (bicycle, equine, running, etc.) will be prepared by City staff based on information provided in the project fact sheet.

- No original content will be developed for the project website. Graphics from other public outreach tasks will be used for the website.

TASK 400 – CULTURAL RESOURCES SUPPORT

For this scope of work, the Consultant shall:

500.01 Cultural and Historical Review: Alternative Alignment Memo

Consultant shall provide support and input on development of alignment alternatives. Specifically, HRA will review up to three (3) alternative alignment concept plan (developed in Task 200) and provide a brief analysis in memo format of potential cultural resource or historic property concerns relative to each alignment.

Deliverables:

- Memo analysis of up to three (3) alternative alignment concept plans assessing potential impacts to historic and cultural resources



Agenda Sheet for City Council Meeting of:
02/10/2020

Date Rec'd	1/15/2020
Clerk's File #	CPR 1982-0071
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	MAYOR
Contact Name/Phone	BRANDY COTE 625-6774
Contact E-Mail	BCOTE@SPOKANECITY.ORG
Agenda Item Type	Boards and Commissions Appointments
Agenda Item Name	0520 REAPPOINTMENT TO THE SPOKANE AIRPORT BOARD

Agenda Wording

Reappointment of Nancy Vorhees to the Spokane Airport Board, for a term of 3 years from 4/28/20 - 4/28/23.

Summary (Background)

Reappointment of Nancy Vorhees to the Spokane Airport Board, for a term of 3 years from 4/28/20 - 4/28/23.

<u>Fiscal Impact</u>	Grant related? NO Public Works? NO	<u>Budget Account</u>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	COTE, BRANDY	<u>Study Session</u>
<u>Division Director</u>		<u>Other</u>
<u>Finance</u>		<u>Distribution List</u>
<u>Legal</u>		bcote@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	thart@spokaneairports.net
<u>Additional Approvals</u>		
<u>Purchasing</u>		

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

02/10/2020

Date Rec'd

1/29/2020

Clerk's File #

ORD C35890

Renews #Submitting Dept

BUDGET

Cross Ref #Contact Name/Phone

PAUL INGIOSI 625-6061

Project #Contact E-Mail

PINGIOSI@SPOKANECITY.ORG

Bid #Agenda Item Type

Special Budget Ordinance

Requisition #Agenda Item Name

0410 - ENCUMBRANCE CARRYOVER

Agenda Wording

An Ordinance carrying over from 2019 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and appropriating various outstanding grants of the City of Spokane.

Summary (Background)

This action carries over budget authority for 2019 obligated budget items that were not completed at year-end and appropriates various outstanding grants and capital expenditures, thereby amending Ordinance No. C-35857, passed December 16, 2019.

Fiscal Impact

Grant related? NO

Budget Account

Public Works? NO

Expense \$ TBD

Various Accounts - See Ordinance

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

INGIOSI, PAUL

Study SessionDivision Director

BROWN, SKYLER

OtherFinance, Administration
& Sustainable Resources
- 1/27/20Finance

BUSTOS, KIM

Distribution ListLegal

PICCOLO, MIKE

lwilliams@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

aduffey@spokanecity.org

Additional Approvals

pingiosi@spokanecity.org

PurchasingBUDGET

INGIOSI, PAUL

ORDINANCE NO. C35891

An ordinance carrying over from the 2019 fiscal year and re-appropriating various funds for the use of certain departments and divisions of the City government and the budgeting of various outstanding grants, both revenues and expenses, of the City of Spokane, and thereby amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled “An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, declaring a public emergency, and providing it shall take effect immediately upon passage under Section 16(D) of the City Charter as necessary for the immediate support of the public health, safety, and welfare of the citizens of Spokane”, and declaring an emergency.

WHEREAS, at the end of the 2019 fiscal year there were various unexpended appropriations for uncompleted programs, improvements in progress, unfilled orders for material, equipment and supplies and unfulfilled contracts for personal services, all properly budgeted and contracted for, and various outstanding grants, bond projects, and capital projects; and

WHEREAS, in order to complete such programs and pay such claims it is necessary that the various funds be re-appropriated in the 2020 budget; and

WHEREAS, this ordinance has been on file three days;

NOW, THEREFORE,

The City of Spokane does ordain;

Section 1. That in the budgets of the various funds the following changes be made:

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

02/10/2020

Date Rec'd

1/27/2020

Clerk's File #

ORD C35891

Renews #**Submitting Dept**

HOUSING & HUMAN SERVICES

Cross Ref #

OPR 2019-1032

Contact Name/Phone

TIM SIGLER 6055

Project #**Contact E-Mail**

TSIGLER@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Special Budget Ordinance

Requisition #**Agenda Item Name**

1680 - 2019-2020 WARMING CENTERS - 527 S. CANNON IMPROVEMENTS

Agenda Wording

CHHS seeks approval of the Amendment to the Rockin' DW contract and the accompanying special budget ordinance for the safety improvements totaling \$18,465.68, bringing the total contract amount to \$75,063.71 for improvements.

Summary (Background)

City Council approved a contract with Rockin' DW Construction on November 18, 2019 for necessary tenant improvements to open the center. Additional improvements are required for safety including security cameras and re-keying the locks to the building. The building purchase was completed in December 2019. Please see briefing paper for further detail.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? YES

Expense \$ 18,465.68

0100-99999-99999

Revenue \$ 18,465.68

0300-53010-65410-54999

Select \$

#

Select \$

#

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

SIGLER, TIMOTHY

Study Session**Division Director**

CORTRIGHT, CARLY

Other

PS & CH 2/3/2020

Finance

HUGHES, MICHELLE

Distribution List**Legal**

DALTON, PAT

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For the Mayor

ORMSBY, MICHAEL

tdanzig@spokanecity.org

Additional Approvals

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Purchasing

gdahl@spokanecity.org

BUDGET

HUGHES, MICHELLE

cbrown@spokanecity.org

GRANTS &

BROWN, SKYLER

kburnett@spokanecity.org

chhsaccounting@spokanecity.org

Briefing Paper

Public Safety & Community Health Committee

Division & Department:	Neighborhood and Business Services Division – Community, Housing, and Human Services (CHHS) Department
Subject:	2019-2020 Warming Centers – 527 S Cannon Improvements
Date:	January 22, 2020
Author (email & phone):	Tim Sigler (tsigler@spokanecity.org, ext. 6055)
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Public Safety and 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)	2015-2020 Strategic Plan to End Homelessness; 2015-2020 Consolidated Plan for Community Development
Strategic Initiative:	Reduce Homelessness / Safe and Healthy
Deadline:	Winter 2019/2020
Outcome: (deliverables, delivery duties, milestones to meet)	To provide safe and warm places for people experiencing homelessness during the upcoming months.
Background/History: In 2018, the City of Spokane updated a decades-old Warming Center Model to provide additional overnight space for people experiencing homelessness during the winter months.	
Executive Summary: 10/31/2019, City Council approved the purchase and sale agreement for the property at 527 South Cannon Street building to be used as a short term warming center that will transition into a targeted capacity permanent shelter. Tenant improvements are required on the building to meet Spokane Municipal Code standards before the warming center can be open to the public. City Council approved a contract with Rockin' DW Construction on November 18, 2019 for necessary tenant improvements to open the center. Additional improvements are required for safety including security cameras and re-keying the locks to the building. The building purchase was completed in December 2019. <ul style="list-style-type: none"> CHHS seeks approval of the Amendment to the Rockin' DW contract and the accompanying special budget ordinance for the safety improvements totaling \$18,465.68, bringing the total contract amount to \$75,063.71 for the tenant improvements included in the original scope and the amendment scope. 	
Budget Impact: Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If new, specify funding source: SBO for reserves. Other budget impacts: None.	
Operations Impact: Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: None. Known challenges/barriers: None.	

ORDINANCE NO C35890

An ordinance amending Ordinance No. C-35857, passed by the City Council December 16, 2019, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2020, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2020, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2020 budget Ordinance No. C-35857, as above entitled, and which passed the City Council December 16, 2019, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

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

The City of Spokane does ordain:

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

FROM:	0100-99999- 99999-	General Fund Unappropriated Reserves	<u>\$ 18,465.68</u>
TO:	0300-53010- 65410-54999	Human Services Other Misc. Charges	<u>\$ 18,465.68</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 a significant and pressing need for funding expanding emergency shelter facilities with needed services to ensure that people experiencing homelessness in Spokane are safe and assisted in obtaining the services they need to exit homelessness, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to form: _____
Assistant City Attorney

Mayor

Date

Effective Date

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

02/10/2020

Date Rec'd

1/28/2020

Clerk's File #

RES 2020-0010

Renews #**Submitting Dept**

INTEGRATED CAPITAL

Contact Name/Phone

KATHERINE 625-6338

Contact E-Mail

KEMILLER@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

4250 - RESOLUTION TO IDENTIFY RESIDENTIAL STREETS FOR PAVING

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Resolution to identify residential streets for paving and residential maintenance in 2020 (Council Sponsor - CP Beggs)

Summary (Background)

In December of 2018 Council passed Resolution 2018-0096 identifying the use of \$700,000 annually of existing residential maintenance funds to be directed to paving unpaved residential streets starting in 2020. Based on this resolution, \$400,000 was set aside to be used as "catch up" funding in 2019 in Districts 1 & 2 to pave unpaved residential streets to address previous expenditures in District 3. Prior to I-976 passing, city staff, working with Council, had developed a selection criteria

Fiscal Impact

Grant related? NO

Public Works? NO

Budget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Dept Head**

MILLER, KATHERINE E

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

DALTON, PAT

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

PIES 1/27/20

Distribution List

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smsimmons@spokanecity.org

Additional Approvals**Purchasing**



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

that was intended to be used on the priorities Council Districts developed for unpaved residential streets and it appears the top priority unpaved residential streets in Districts 1 & 2 meet the selection criteria. With the passage of I-976 the City's residential maintenance program funding has been significantly reduced for 2020 resulting in the Citizen Transportation Advisory Board (CTAB) making program reduction recommendations to address the short fall in 2020. CTAB recommendations include identifying several residential streets for maintenance along with crack sealing work. There is an opportunity while I-976 works its way through the legal process in 2020 to utilize the \$400,000 within District's 1 & 2 set aside in 2019 and fulfill most of CTAB's recommendations to focus as much funding as possible on residential street maintenance work in 2020.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Briefing Paper (PIES)

Division & Department:	Council President & Integrated Capital Management
Subject:	Council Requested Resolution to identify residential streets for paving and residential maintenance in 2020
Date:	January 27, 2020
Author (email & phone):	Katherine Miller (kemiller@spokanecity.org, 625-6338)
City Council Sponsor:	Beggs, Burke
Executive Sponsor:	Simmons
Committee(s) Impacted:	
Strategic Initiative:	Priority 1; Rapidly Accelerating Street Pavement Maintenance Projects
Deadline:	

Background/History:

At the request of Council President Beggs a resolution has been drafted to identify residential streets for paving and residential street maintenance in 2020.

In December of 2018 Council passed Resolution 2018-0096 identifying the use of \$700,000 annually of existing residential maintenance funds to be directed to paving unpaved residential streets starting in 2020. Based on this resolution, \$400,000 was set aside to be used as “catch up” funding in 2019 in Districts 1 & 2 to pave unpaved residential streets to address previous expenditures in District 3. Prior to I-976 passing, city staff, working with Council, had developed a selection criteria that was intended to be used on the priorities Council Districts developed for unpaved residential streets and it appears the top priority unpaved residential streets in Districts 1 & 2 meet the selection criteria.

With the passage of I-976 the City’s residential maintenance program funding has been significantly reduced for 2020 resulting in the Citizen Transportation Advisory Board (CTAB) making program reduction recommendations to address the short fall in 2020. CTAB recommendations include identifying several residential streets for maintenance along with crack sealing work. There is an opportunity while I-976 works its way through the legal process in 2020 to utilize the \$400,000 within District’s 1 & 2 set aside in 2019 and fulfill most of CTAB’s recommendations to focus as much funding as possible on residential street maintenance work in 2020.

Executive Summary:

- *A draft resolution has been created at the request of Council President Beggs to address residential street paving and residential street maintenance for 2020.*
- There is an opportunity while I-976 works its way through the legal process in 2020 to utilize the \$400,000 within District’s 1 & 2 set aside in 2019 and fulfill most of CTAB’s recommendations to focus as much funding as possible on residential street maintenance work in 2020.
- Any additional funds needed to complete the District 1 & 2 paving projects beyond the \$400,000 “catch up” funds will come from the 2020 residential street maintenance dollars.

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No
 Annual/Reoccurring expenditure? ☐ Yes ☒ No
 Specify funding source: Residential Street Maintenance Funding

Operations Impact:

Consistent with current operations? ☒ Yes ☐ No n/a

Requires change in current operations? ☒ Yes ☐ No n/a

Specify operations change:

RESOLUTION NO. 2020-0010

A RESOLUTION to identify residential streets for paving and residential maintenance in 2020.

WHEREAS, in December of 2018 Council passed Resolution 2018-0096 identifying the use of \$700,000 annually of existing residential maintenance funds to be directed to paving unpaved residential streets starting in 2020; and

WHEREAS, based on Resolution 2018-0096, \$400,000 was set aside to be used as “catch up” funding in 2019 in Districts 1 & 2 to pave unpaved residential streets to address previous expenditures in District 3; and

WHEREAS, prior to I-976 passing, city staff, working with Council, had developed a selection criteria that was intended to be used on the priorities Council Districts developed for unpaved residential streets; and

WHEREAS, it appears the top priority unpaved residential streets in Districts 1 & 2 meet the selection criteria; and

WHEREAS, with the passage of I-976 the City’s residential maintenance program funding has been significantly reduced for 2020 and beyond resulting in the Citizen Transportation Advisory Board (CTAB) making program reduction recommendations to address the short fall in 2020; and

WHEREAS, the CTAB recommendations include identifying several streets for maintenance along with crack sealing work.

WHEREAS, There is an opportunity while I-976 works its way through the legal process in 2020 to utilize the \$400,000 within District’s 1 & 2 set aside in 2019 and fulfill most of CTAB’s recommendations to focus as much funding as possible on residential street maintenance work in 2020; -- Now, Therefore,

BE IT RESOLVED that the following actions take place in 2020:

Strip paving of the following unpaved residential streets:

District 1: Napa Street from Francis to Dalke

District 2: Altamont from 49th to 46th

Based on CTAB's recommendations:

Continue the crack sealing program at the recommended \$400,000 funding level and maintain the following streets:

Queen Ave from Standard to Magnolia
Scott/Garfield from 43rd to Thurston
Longfellow Ave from Monroe to Division

Be it further resolved that any additional funds needed to complete the District 1 & 2 paving projects beyond the \$400,000 funds set aside will come from the 2020 residential street maintenance dollars.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

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

02/10/2020

Date Rec'd

1/22/2020

Clerk's File #

RES 2020-0011

Renews #**Submitting Dept**

ENGINEERING SERVICES

Contact Name/Phone

MARK 625-6154

Contact E-Mail

MSERBOUSEK@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Agenda Item Name

0370 – SOLE SOURCES RESOLUTION – KPFF

Cross Ref #

RES 2019-0029

Project #

2017105

Bid #**Requisition #****Agenda Wording**

A resolution declaring KPFF Engineering a sole source provider to perform the construction administration over a one year period at a cost not to exceed \$500,000.00; on the Post Street Bridge Project.

Summary (Background)

The City of Spokane has been under contract with KPFF for the design of the Post St. Bridge Project for the last 1 ½ years. The design is nearing completion and the city is preparing to put the project out to bid for construction. During the construction process the city will need the assistance of a structural consulting firm to provide engineering expertise for construction issues, design clarifications and possible construction changes.

Fiscal Impact

Grant related? NO

Public Works? YES

Budget Account

Neutral \$ 500,000.00 # 00

Select \$ #

Select \$ #

Select \$ #

Approvals**Dept Head**

TWOHIG, KYLE

Division Director

SIMMONS, SCOTT M.

Finance

ALBIN-MOORE, ANGELA

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Council Notifications**Study Session****Other**

PIE 1/6/20

Distribution List

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kgoodman@spokanecity.org

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aduffey@spokanecity.org

Additional Approvals**Purchasing**

Briefing Paper

Public Infrastructure, Environment and Sustainability

Division & Department:	Public Works – Engineering Services
Subject:	Sole source Construction Administration Contract for Post St. Bridge
Date:	1/6/2020
Contact (email & phone):	Mark Serbousek x6154
City Council Sponsor:	Councilmember Kinnear
Executive Sponsor:	Scott Simmons
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)	This project is funded and approved in the City-Wide program. <i>“This project meets 50 goals in Chapter 4 of the Comprehensive Plan. Specifically in TR 1-8 and TR 10.”</i>
Strategic Initiative:	PIES - Repurposing of Public Property and Assets to Stimulate Private Investment – Leverage Riverfront Park Investments Urban Experience – Develop and Formalize World Class River Trail System
Deadline:	N/A
Outcome: (deliverables, delivery duties, milestones to meet)	Award of sole source contract – March 2020
Background/History: The City of Spokane has been under contract with KPFF for the design of the Post St. Bridge Project for the last 1 ½ years to design the new Post St. Bridge. The design is coming to an end and the city is preparing to put the project out to bid for construction. Once this is done, the design contract with KPFF is complete and the city will move to constructing the bridge. During the construction process the city will need the assistance of a structural consulting firm to provide engineering expertise for construction issues, design clarifications and possible construction changes. The city could go out with an RFP process to obtain a consulting firm to complete this work, however the design firm of KPFF would be excluded due to the inherent competitive advantage of being the designer of record. This would not be in the best interest of our taxpaying customers. KPFF has an intimate knowledge of the design, with all the design calc's in their possession for any changes which maybe requested by the contractor. Any other consultant which would come on board, would have to spend a large amount of time to just get up to speed on the design and any possible requested changes, at an additional cost to our taxpayers and a slower responsiveness which may extend the construction duration. Therefore in the best interest of the project and the people who are paying for the project, the city should sole source the construction administration to KPFF consulting. The bridge construction is funded with State, Federal and Local utility dollars.	

Executive Summary:

Resolution for sole source agreement will be forwarded for council approval. Contract will subsequently be forwarded for council consideration following a vote on resolution.

Budget Impact:

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

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

If new, specify funding source: Utility Rates, Federal Bridge Funds, and Sec. 129 (in City-Wide program and budget)

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

Operations Impact:

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

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

Specify changes required: N/A

Known challenges/barriers: N/A



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

SOLE SOURCE JUSTIFICATION

Description of Product/Service: Construction Administration for Post St. Bridge

Requisition Number: _____

Estimated amount of this purchase: \$ 500,000 Estimate to be Negotiated

Contract Period March 1, 2020 through December 31, 2021

Department: Engineering Services Contact Person: Mark Serbousek Phone: (509) 625-6154

Due Date: _____ Work must be completed by: _____

Date Material/Equipment/Supplies must be delivered by: _____

Location: _____

Date Service must begin by: March 15, 2020

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

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

The City of Spokane has been under contract with KPFF for the design of the Post St. Bridge Project for the last 1 ½ years to design the new Post St. Bridge. The design is coming to an end and the city is preparing to put the project out to bid for construction. Once this is done, the design contract with KPFF is complete and the city will move to constructing the bridge. During the construction process the city will need the assistance of a structural consulting firm to provide engineering expertise for construction issues, design clarifications and possible construction changes. The city could go out with an RFP process to obtain a consulting firm to complete this work, however the design firm of KPFF would be excluded due to the inherent competitive advantage of being the designer of record. This would not be in the best interest of our taxpaying customers. KPFF has an intimate knowledge of the design, with all the design calc's in their possession for any changes which maybe requested by the contractor. Any other consultant which would come on board, would have to spend a large amount of time to just get up to speed on the design and any possible requested changes, at an additional cost to our taxpayers and a slower responsiveness which may extend the construction duration. Therefore in the best interest of the project and the people who are paying for the project, the city should sole source the construction administration to KPFF consulting.

2. **Explain why this service provider, supplier, or manufacturer is the only practicably available source from which to obtain this product or service, and describe the efforts that were made to verify and confirm whether, or not, this is so. (Obtain and include a letter from the manufacturer confirming claims made by distributors or exclusive distributorships regarding the product or service, if that is cited as a reason for this Sole Source.)**

KPFF has been the design firm of record for the design and bid documents. This means that KPFF has an intimate understanding of the design and project. Any other design firm would basically have to start at the beginning to get a thorough understanding of the project, which would take more time and increase the construction administration cost.

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

This contract is only for this bridge project.

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

The city has worked closely with KPFF on their cost for services and will negotiate this cost to a point that it meets the needs of the city

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

The city and KPFF will aggressively review the scope of work to be performed and the cost associated with this work.

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

By not going with the sole source process the city will pay an additional fee for another consultant to get up to speed on the design and possibly add delay the project for this to occur.

Requested Vendor: KPFF Engineering
Vendor's Address: 1601 Fifth Avenue, Suite 1600, Seattle, WA 98101
Vendor Contact: David McMullen Phone: (206) 622-5822

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

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


Signature of Requestor
(must be an authorized Department Buyer)

1-4-20
Date


Signature of Department Head or Designee

1-6-20
Date


Approval by Purchasing (Over \$50,000)

1-7-20
Date

No grant funds may be used
Approval by Grants Management
(Required for grant funded purchases)

1/7/20
Date

SOLE SOURCE RESOLUTION

A RESOLUTION declaring KPFF Engineering a sole source provider and authorizing the expenditure of approximately \$500,000 for construction administration of the Post Street Bridge.

WHEREAS, the City of Spokane has been under contract with KPFF for the design of the Post Street Bridge for the last one and a half years; and

WHEREAS, the design phase is concluding and the City is preparing for the construction phase of the project. During the construction phase the City needs the assistance of a structural consulting firm to provide engineering expertise for construction issues, design clarifications, and possible construction changes; and

WHEREAS, if KPFF is not selected as the sole source provider, the City will have to seek bids, and KPFF will be precluded from participating in the bid process since they are the designer of record; and

WHEREAS, KPFF has intimate knowledge of the design and possession of all design calculations in the event any changes are requested by the contractor; and

WHEREAS, any other consultant hired by the City would have to spend a considerable amount of time familiarizing themselves with the project likely increasing cost, delaying construction, and lengthening duration of the project; and

WHEREAS, it is in the best interests of the City and the citizens to sole source the construction administration to KPFF to keep costs reasonable and construction timely; and

WHEREAS, the City has worked closely with KPFF on the cost for its services and the costs will be negotiated to meet the needs of the City

--Now, Therefore,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby declares KPFF a sole source provider for construction administration of the Post Street Bridge;

BE IT FURTHER RESOLVED that the City Council authorizes the execution of a contract with KPFF for approximately \$500,000 without public bidding.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

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

02/10/2020

Date Rec'd

1/29/2020

Clerk's File #

RES 2020-0012

Renews #Submitting DeptINTEGRATED CAPITAL
MANAGEMENTCross Ref #Contact Name/Phone

MARK PAPICH 625-6310

Project #Contact E-Mail

MPAPICH@SPOKANECITY.ORG

Bid #Agenda Item Type

Resolutions

Requisition #Agenda Item Name

4250 RESOLUTION CWSRF LOANS

Agenda Wording

A resolution authorizing the loan agreements between the City of Spokane and State of Washington, Department of Ecology for the Post Street Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon. (Council Sponsors: Beggs/Cathcart)

Summary (Background)

October 2018 the City applied for Clean Water State Revolving Fund (CWSRF) loans through Washington State Department of Ecology to construct the Post Street Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon. This agreement require the City Council approval by resolution.

Fiscal Impact

Grant related? YES

Budget Account

Public Works? YES

Expense \$ 00

00

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

DAVIS, MARCIA

Study SessionDivision Director

SIMMONS, SCOTT M.

Other

PIE 1/27/20

Finance

KECK, KATHLEEN

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Additional Approvals

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Purchasing

aduffey@spokanecity.org

GRANTS &
CONTRACT MGMT

BROWN, SKYLER

icmaccounting@spokanecity.org

Resolution 2020-0012

A resolution authorizing the loan agreements between the City of Spokane and State of Washington, Department of Ecology for the Post Street Bridge Sewer Line Replacement and TJ Meenach Sanitary Sewer Siphon.

WHEREAS, the State of Washington Department of Ecology has awarded two (2) loans to the City of Spokane for a total amount of \$6,008,421, to be used for the Post Street Bridge Sewer Line Replacement (Ecology Agreement No. WQC-2020-Spokane-00144) and the TJ Meenach Sanitary Sewer Siphon (Ecology Agreement No. WQC-2020-Spokane-00150)

WHEREAS, of the \$6,008,421 loan, \$5,054,421 shall be used for the Post Street Bridge Sewer Line Replacement and \$954,000 shall be used for the TJ Meenach Sanitary Sewer Siphon.

WHEREAS, the proceeds of the loan will be used to reduce the potential of untreated sewage and stormwater discharges to the Spokane River.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Spokane that the City is authorized to execute the Loan Agreements and any subsequent amendments between the City of Spokane and the State of Washington Department of Ecology for the above referenced projects in substantially the form attached to this resolution.

ADOPTED BY THE CITY COUNCIL ON _____

City Clerk

Approved as to form:

Assistant City Attorney

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

01/06/2020

<u>Date Rec'd</u>	12/9/2019
<u>Clerk's File #</u>	OPR 2020-0013
<u>Renews #</u>	

<u>Submitting Dept</u>	PUBLIC WORKS	<u>Cross Ref #</u>	
<u>Contact Name/Phone</u>	CORIN MORSE 625.6855	<u>Project #</u>	
<u>Contact E-Mail</u>	CMORSE@SPOKANECITY.ORG	<u>Bid #</u>	
<u>Agenda Item Type</u>	Special Considerations	<u>Requisition #</u>	
<u>Agenda Item Name</u>	5200 UNCOLLECTABLE UTILITY BALANCES OVER 5.5 YEARS OLD		

Agenda Wording

Requesting the write off of uncollected utility A/R balances that are over 5.5 years old -- \$450,925

Summary (Background)

There are 174 utility accounts that have been identified as having uncollected balances over 5.5 years old. These aged balances are dated between 1999-2013 and amount to \$450,925, which includes \$153,504 in late fees. With the implementation of the city's new UIS system, it is important to write those balances off and avoid transferring that inactive data into the new system. The process of identifying aged uncollected accounts will continue on a yearly basis moving forward.

<u>Fiscal Impact</u>	Grant related? NO	<u>Budget Account</u>
	Public Works? NO	
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<u>Dept Head</u>	CONKLIN, CHUCK	<u>Study Session</u> PIES 12-16-19
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Other</u>
<u>Finance</u>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<u>Legal</u>	SCHOEDEL, ELIZABETH	cmorse@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	ssimmons@spokanecity.org
<u>Additional Approvals</u>		eschoedel@spokanecity.org
<u>Purchasing</u>		rhulvey@spokanecity.org
<u>ACCOUNTING</u>	HUGHES, MICHELLE	acline@spokanecity.org
		mfeist@spokanecity.org
		mhughes@spokanecity.org

Briefing Paper

City Council Briefing

Division & Department:	Public Works, Utility Billing
Subject:	Uncollectable Balances >5.5 Years
Date:	December 3, 2019
Author (email & phone):	Corin Morse, cmorse@spokanecity.org or 625.6855
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	Sustainable Resource Committee
Type of Agenda item:	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
Alignment:	Utilities Charge Off Policy
Strategic Initiative:	Aged Balances – Data Integrity – Billing System Conversion (UIS)
Deadline:	December 31, 2019
Outcome:	Reduction of uncollectable balances of >5.5 Years

Background/History:

The UIS Billing System Project began July, 2019. An important step towards successful implementation is to evaluate aged and inactive data to avoid transferring to the new system. The data evaluation process has identified 174 accounts aged >5.5 years that should be written off as uncollectable. Some balances date back to 1999 when the City converted to our current billing system, C-Star. This evaluation will continue on a yearly basis and is expected to be a fraction of the total today. Below is a breakdown of balances dated between 1999 to 2013 and uncollected.

***As of Q3/2019: UB billed an average of \$17.6mm per month.**

SERVICE TYPE	TOT >5.5 YRS
ICM	\$ 2,325
RDISP (CODE ENF)	\$ 25,938
REF	\$ 53,411
REFWO	\$ 22,307
SEWER	\$ 88,985
STORMWATER	\$ 12,658
WATER	\$ 91,797
UTIL (FEES)	\$ 153,504
TOTAL UNCOLLECTABLE	\$ 450,925
UTIL (FEES)	\$ (153,504)
TOTAL A/R >5.5 Years	\$ 297,421

*174 Accounts

Executive Summary:

The integrity of data moving into the new billing system is vital to implementation.

Budget Impact:

Approved in current year budget? ☐ Yes ☒ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

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

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required: