

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the April 11, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

#### **WebEx call in information for the week of April 11, 2022:**

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2490 176 8970; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

#### **To participate in public comment (including Open Forum):**

Testimony sign up is open from 5:00-6:00 p.m. on Monday, April 11, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

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 of interest not relating to 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.

**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!**

**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**

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an 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 included on that week's current agenda or the next week's 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.

**Rule 2.7      SERVICE ANIMALS AT CITY COUNCIL MEETINGS**

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- 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 2.15      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely 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. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting 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, shall refrain from remarks directed personally to any Council Member, 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's Policy Director 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 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. 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 solely 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 at the discretion of the Council President:
  - 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 may 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 may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
  - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (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 thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 11, 2022

### **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 JONATHAN BINGLE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER BETSY WILKERSON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER ZACK ZAPPONE**

**CITY COUNCIL CHAMBERS  
CITY HALL**

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



## **LAND ACKNOWLEDGEMENT**

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021  
*via Resolution 2021-0019*

## 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 relating to City affairs but 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 print his or her name and address on the sheet provided at the entrance and verbally identify themselves by name, city of residence 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 [my.spokanecity.org](http://my.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

**ADMINISTRATIVE SESSION****CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |    |   |                |                              |
|----|---|----------------|------------------------------|
| 1. | Value Blanket Renewal 2 of 4 with Transport Equipment (Spokane Valley, WA) for as-needed purchase of air brake parts—\$150,000. (Council Sponsor: Council Member Wilkerson)<br><b>Richard Giddings</b>                            | Approve        | OPR 2021-0182<br>RFQ 5272-20 |
| 2. | Rebuild of Under Bridge Inspection Truck by Aspen Aerials (Duluth, MN) as a safety requirement for the Fleet Services Department—\$403,034.04 (incl. tax). (Council Sponsor: Council Member Wilkerson)<br><b>Richard Giddings</b> | Approve        | OPR 2022-0219                |
| 3. | Three-year Master Value Blanket Orders for Miscellaneous Stock Steel, with options for two one-year renewals, with:   | Approve<br>All | ITB 5605-22                  |
|    | a. CDA Metals (Spokane)—\$600,000 (\$200,000 annually) (incl. tax), and   |                | OPR 2022-0241                |
|    | b. Haskins Steel (Spokane)—\$600,000 (\$200,000 annually) (incl. tax).  |                | OPR 2022-0242                |
|    | (Council Sponsor: Council Member Kinnear)<br><b>Thea Prince</b>   |                |                              |

- |     |  |         |  |
|-----|--|---------|--|
| 4.  | Five-Year Interlocal Agreement with Spokane County for Detention Services/Geiger Work Crew Services—\$300,000. (Updated - previously approved by City Council on January 3, 2022.) (Council Sponsors: Council Members Wilkerson and Cathcart)<br><b>Thea Prince</b>  | Approve | OPR 2022-0012                                |
| 5.  | Value Blanket Amendment with Airgas Specialty Products, Inc. (Lawrenceville, GA) for purchase of anhydrous ammonia for the Waste to Energy Facility through December 31, 2022—additional cost \$75,000 (plus tax) due to rate increases as a result of current market conditions. (Council Sponsor: Council Member Kinnear)<br><b>Chris Averyt</b> | Approve | OPR 2019-0841<br>ITB 5121-19                 |
| 6.  | Contract Amendment with Knight Construction & Supply, Inc. (Deer Park, WA) for mechanical repairs at the Waste to Energy Facility through March 31, 2022—additional cost \$25,000. Total contract amount \$1,825,000. (Council Sponsor: Council Member Kinnear)<br><b>Chris Averyt</b>   | Approve | OPR 2017-0257<br>RFB 4337-17                 |
| 7.  | Contract Renewal 2 of 4 with United States Electric Corporation (Olympia, WA) for high voltage electrical maintenance and technical support services at the Waste to Energy Facility from May 1, 2022 through April 30, 2023—\$299,000 (plus tax). (Council Sponsor: Council Member Kinnear)<br><b>Chris Averyt</b>                                | Approve | OPR 2020-0418<br>PW ITB 5230-20              |
| 8.  | Consultant Agreement with Osborn Consulting Incorporated (Spokane) for management, administration, and coordination of the Northeast Stormwater Study from April 1, 2022 through December 31, 2023—\$378,937 (excluding tax). (Council Sponsor: Council Member Kinnear)<br><b>Mark Papich</b>  | Approve | OPR 2022-0243<br>ENG 2018112<br>RFQu-5532-21 |
| 9.  | Master Public Works Contract with Arrow Concrete & Asphalt Specialties, Inc. (Spokane Valley, WA) for on-call off-street parking lot repair and maintenance from April 17, 2022 through April 16, 2023—not to exceed \$200,000. (Council Sponsors: Council Members Wilkerson and Cathcart)<br><b>David Steele</b>                                  | Approve | OPR 2022-0244<br>IPWQ 5586-22                |
| 10. | Low Bid of <u>(to be provided prior to April 11, 2022)</u> <u>(City, ST)</u> for the Cure-In-Place-Pipe (CIPP) 2020 Project—\$. An administrative reserve of \$, which is 10% of the contract price, will be set aside. (Council Sponsors: Council President Beggs and Council Member Kinnear)<br><b>Dan Buller</b>                                | Approve | OPR 2022-0245<br>ENG 2021078                 |

- # EXECUTIVE SESSION

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

# CITY COUNCIL SESSION

Page 6

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# **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chambers)

**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**

**CHHS Board: Two Appointments**

**Approve**

**CPR 2012-0033**

## **ADMINISTRATIVE REPORT**

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## **COUNCIL COMMITTEE REPORTS**

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

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# **LEGISLATIVE AGENDA**

## **SPECIAL BUDGET ORDINANCES**

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinances amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

**ORD C36188**

**Fleet Services Fund**

**1) Increase revenue by \$264,259.**

**A) Of the increased revenue, \$264,259 is from interfund fuel sales from other city departments.**

**2) Increase appropriation by \$264,259.**

A) Of the increased appropriation, \$264,259 is provided solely for supplies and equipment related to Clean Fuel Infrastructure Reserves expenses in the Fleet Services Department.

(This action arises from the creation of the Clean Fuel Infrastructure Reserve Plan.) (Council Sponsors: Council President Beggs and Council Member Kinnear)

**Richard Giddings**

ORD C36189

General Fund

1) Delete one classified Supervisory Probation Officer position (from 1 to 0) and decrease the associated appropriation for salary and benefits in the Community Justice Services Department.

2) Decrease the salary appropriation for two vacant Community Justice Coordinator positions by \$7,500 each, or \$15,000 in total, in the Community Justice Services Department.

3) Add one exempt Director of Community Justice Services position (from 0 to 1) and increase the associated appropriation for salary and benefits in the Community Justice Services Department.

A) There is no change to the overall appropriation level in the General Fund.

(This action arises from the need to create a Director of Community Justice Services position.) (Council Sponsor: Council Member Stratton)

**Howard Delaney**

## EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

ORD C36190

Interim zoning ordinance concerning the siting of indoor emergency shelters; amending SMC 17C.130.100 and SMC 17C.130.110 on an interim basis; setting a public hearing for May 9, 2022; establishing a work program; and declaring an emergency. (Council Sponsor: Council President Beggs and Council Member Bingle)

**Jen Cerecedes**

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2022-0001

Establishing year-long 20 mph speed limits on streets adjacent to certain parks (as identified in the addendum on file in the City Clerk's Office), after the expiration of a two-year pilot project. (Deferred from February 7, 2022, Agenda) (Council Sponsors: Council Members Kinnear and Cathcart)

**Council Member Kinnear**

RES 2022-0031

Adopting various amendments to the City Council's Rules of Procedure for 2022. (Council Sponsors: Council President Beggs and Council Member Kinnear)

**Hannahlee Allers**

- ORD C36186 Relating to traffic control device visibility and vegetation control along roadways amending Chapter 12.02, Article 1 and Chapter 12.02, Article 5 of Title 12 Spokane Municipal Code. (Council Sponsors: Council President Beggs and Council Member Wilkerson)  
**Inga Note**

## FIRST READING ORDINANCES

- ORD C36191 (To be considered under Hearings Item H1.b.)

FURTHER ACTION DEFERRED

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## NO SPECIAL CONSIDERATIONS

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## HEARINGS

### RECOMMENDATION

- |     |  |                                     |            |
|-----|--|-------------------------------------|------------|
| H1. | a. Hearing on vacation of the alley between Sanson Avenue and Everett Avenue, from the east line of Freya Street to the west line of Sycamore Street, as requested by Jeff and Stacey Boies.   | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C36191 vacating the alley between Sanson Avenue and Everett Avenue, from the east line of Freya Street to the west line of Sycamore Street.<br>(Council Sponsors: Council Members Kinnear and Cathcart)<br><b>Eldon Brown</b> | Further<br>Action<br>Deferred       | ORD C36191 |

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**Motion to Approve Advance Agenda for April 11, 2022**  
(per Council Rule 2.1.2)

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## OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. A sign-up



form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. 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 of interest not relating to 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.

## **ADJOURNMENT**

The April 11, 2022, Regular Legislative Session of the City Council is adjourned to April 18, 2022.

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## **NOTES**



# Agenda Sheet for City Council Meeting of: 04/11/2022

<b><u>Date Rec'd</u></b>	3/22/2022
<b><u>Clerk's File #</u></b>	OPR 2021-0182
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	RFQ 5272-20
<b><u>Requisition #</u></b>	VB

<b><u>Submitting Dept</u></b>	FLEET SERVICES
<b><u>Contact Name/Phone</u></b>	RICHARD GIDDINGS 625-7706
<b><u>Contact E-Mail</u></b>	RGIDDINGS@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Purchase w/o Contract
<b><u>Agenda Item Name</u></b>	5100-VB FOR AIRBRAKE PARTS RENEWAL

## **Agenda Wording**

Fleet Services would like to renew the Air Brake Parts Value Blanket for one year Transport Equipment. This will be renewal 2 of 4.

## **Summary (Background)**

The Air Brake Parts Value Blanket provides Fleet Services with parts needed for the repair and maintenance of City Fleet. VB yearly expenditure is set at \$150,000.

Lease? NO Grant related? NO Public Works? NO

## **Fiscal Impact**

Expense	\$ 150,000.00	<b><u>Budget Account</u></b>	# 5100-71700-48348-53211-55660
Select	\$		#
Select	\$		#
Select	\$		#

## **Approvals**

<b><u>Dept Head</u></b>	GIDDINGS, RICHARD
<b><u>Division Director</u></b>	WALLACE, TONYA
<b><u>Finance</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	ODLE, MARI
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

## **Council Notifications**

<b><u>Study Session\Other</u></b>	3/21/2022 Finance
<b><u>Council Sponsor</u></b>	CM Wilkerson

## **Distribution List**

mmartinez

## **Additional Approvals**

### **Purchasing**


# Committee Agenda Sheet

## Finance and Administration Committee

### March 21, 2022

<b>Submitting Department</b>	FLEET SERVICES
<b>Contact Name &amp; Phone</b>	MICAELA MARTINEZ, 509-449-0959
<b>Contact Email</b>	MMARTINEZ@SPOKANECITY.ORG
<b>Council Sponsor(s)</b>	BETSY WILKERSON
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	AIR BRAKE PARTS VB RENEWAL
<b>Summary (Background)</b>	Fleet Services would like to renew the Air Brake Parts Value Blanket for one year. This will be renewal 2 of 4. The Air Brake Parts Value Blanket provides Fleet Services with parts needed for the repair and maintenance of City Fleet. VB yearly expenditure is set at \$150,000.
<b>Proposed Council Action &amp; Date:</b>	March 21, 2022, Approval
<b>Fiscal Impact:</b> Total Cost: estimated: \$150,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Parts will be purchased on an as needed basis. Total expenditure is estimated at \$150,000. Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will continue to monitor pricing and availability of parts to ensure we are purchasing appropriately.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a	



**Agenda Sheet for City Council Meeting of:**  
04/11/2022

<b>Date Rec'd</b>	3/15/2022
<b>Clerk's File #</b>	OPR 2022-0219
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	CR23476

<b>Submitting Dept</b>	FLEET SERVICES
<b>Contact Name/Phone</b>	RICHARD GIDDINGS 625-7706
<b>Contact E-Mail</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	5100-UBIT TRUCK REBUILD

**Agenda Wording**

Fleet Services requests approval of the Ubit Truck Rebuild by Aspen Aerials. Rebuild is a safety requirement.

**Summary (Background)**

Fleet Services requests approval of the Ubit Truck Rebuild by Aspen Aerials. Rebuild is a safety requirement. Total cost of rebuild is \$403,034.04, including tax.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ 403,034.04	<b><u>Budget Account</u></b>	# 5110-71700-94000-56413
Select	\$		#
Select	\$		#
Select	\$		#

**Approvals**

<b><u>Dept Head</u></b>	GIDDINGS, RICHARD
<b><u>Division Director</u></b>	WALLACE, TONYA
<b><u>Finance</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	ODLE, MARI
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	3/14/2022
<b><u>Council Sponsor</u></b>	Betsy Wilkerson

**Distribution List**

mmartinez

**Additional Approvals**

**Purchasing**


# Committee Agenda Sheet

## Finance and Administration Committee

### March 21, 2022

<b>Submitting Department</b>	FLEET SERVICES
<b>Contact Name &amp; Phone</b>	RICHARD GIDDINGS, 509-625-7706
<b>Contact Email</b>	RGIDDINGS@SPOKANECITY.ORG
<b>Council Sponsor(s)</b>	BETSY WILKERSON
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	UBIT TRUCK REBUILD
<b>Summary (Background)</b>	Fleet Services requests approval of the Ubit Truck Rebuild by Aspen Aerials. Rebuild is a safety requirement. Total cost of rebuild is \$403,034.04, including tax.
<b>Proposed Council Action &amp; Date:</b>	March 21, 2022, Approval
<b>Fiscal Impact:</b> Total Cost: estimated: \$150,000 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Parts will be purchased on an as needed basis. Total expenditure is estimated at \$150,000. Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? n/a	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? n/a	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? We will continue to monitor pricing and availability of such services. This particular service can only be performed by the manufacturer since it is their equipment.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? n/a	



# Agenda Sheet for City Council Meeting of: 04/11/2022

<b><u>Date Rec'd</u></b>	3/30/2022
<b><u>Clerk's File #</u></b>	OPR 2022-0241
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	ITB 5605-22
<b><u>Requisition #</u></b>	VB
<b><u>Agenda Item Name</u></b>	5500 - PURCHASING MULTI DEPT MISC STOCK STEEL VALUE BLANKET ORDER

## **Agenda Wording**

Award a three (3) year master value blanket order for Miscellaneous Stock Steel to Cda Metals (Spokane, Wa) with two one-year renewals available - estimated annual expenditure - \$200,000 including tax.

## **Summary (Background)**

Formal bid was issued via ProcureWare and advertised in the Gazette to enable multiple awards to provide the City flexibility and best meet the City's needs. Only two responses were received. The Value Blanket Order will provide raw materials needed for the fabrication and repair of tools and equipment throughout various departments.

Lease? NO Grant related? NO

Public Works? NO

## **Fiscal Impact**

## **Budget Account**

Expense \$ \$600,000 (\$200,000 Annually)

# Various

Select \$

#

Select \$

#

Select \$

#

## **Approvals**

## **Council Notifications**

**Dept Head** MURRAY, MICHELLE

**Study Session\Other** PIES 3/28/2022

**Division Director** WALLACE, TONYA

**Council Sponsor** CM Kinnear

**Finance** ALBIN-MOORE, ANGELA

## **Distribution List**

**Legal** ODLE, MARI

TPRINCE@SPOKANECITY.ORG

**For the Mayor** ORMSBY, MICHAEL

RRINDERLE@SPOKANECITY.ORG

## **Additional Approvals**

**Purchasing** PRINCE, THEA

## Committee Agenda Sheet

### [ PIES COMMITTEE ]

<b>Submitting Department</b>	PURCHASING
<b>Contact Name &amp; Phone</b>	THEA PRINCE
<b>Contact Email</b>	TPRINCE@SPOKANECITY.ORG
<b>Council Sponsor(s)</b>	CM KINNEAR
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested: _____
<b>Agenda Item Name</b>	Master VB with Cd'A Metals
<b>Summary (Background)</b>	<p>Bid ITB 5605-22 for Miscellaneous Stock Steel was opened on 3/14/22. Bid was issued to enable multiple awards to provide flexibility to allow requirements among awarded suppliers, and to best meet the City's needs.</p> <p>Impact - Master Value Blanket Order to be set up for use by Water Department and Solid Waste Disposal, and other departments.</p> <p>Action- Recommend approval for \$600,000 (\$200,000 annually) including tax, which will be in effect upon award and shall terminate 4/30/2025. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years</p> <p>Funding – Funding is available in Water Department and Solid Waste Disposal, and affected department's budgets.</p>
<b>Proposed Council Action &amp; Date:</b>	PIES Date March 28, 2022
<b>Fiscal Impact:</b> Total Cost: <u>\$600,000 (\$200,000 annually)</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? <b>None</b>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <b>Data would not be collected.</b>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <b>A review of steel purchased, by Departments, through 4/30/2025, could be conducted to assist in determining future contracting requirements.</b>	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <b>Steel is required by various city departments to maintain infrastructures that for that they are responsible for.</b>	

**Bid Response Summary**

**Bid Number** ITB 5605-22  
**Bid Title** MISCELLANEOUS STOCK STEEL -As Needed  
**Due Date** Monday, March 14, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** CDA Metals  
**Submitted By** Chris Fullerton - Friday, March 11, 2022 8:02:33 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 chris@cdametals.com 509-535-6363

**Comments****Question Responses**

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP			
	#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	MISCELLANEOUS STOCK STEEL -As Needed NUMBER ITB 5605-22
BACKGROUND			
	#1	The City of Spokane's Water Department and Solid Waste Disposal Department work under aggressive deadlines and schedules that require suppliers to provide high service levels. The City is initiating this bid request to solicit bid from suppliers who have a proven ability to provide spec'd Miscellaneous Stock Steel - As Needed.	I agree and I acknowledge
	#2	Resulting Contract(s) would result in a three-year Value Blanket(s) with two one-year option periods for various City Departments to include Solid Waste Disposal Department and Water Department to procure Stock Steel – As Needed. The City does not bind itself to purchase the full quantities stipulated in the bid as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge
	#3	More than one contract may be awarded. Award of contract(s), when and if made, will be to the Bidder(s) whose bids is/are most favorable to the City. Contract(s) is/are optional (non-exclusive) use. The City Council shall make the award of contract(s)	I agree and I acknowledge
SUBMISSION OF BIDS			



#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
#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.	I agree and I acknowledge
#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	I agree and I acknowledge
INTERPRETATION		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may withdraw Bid prior to the scheduled due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the due date.	I agree and I acknowledge
PAYMENT TERMS		
#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.	I agree and I acknowledge
#2	Bidder agrees to accept payment by Credit Card with no additional charges/fees	Yes; No
BIDDER INFORMATION		
#1	Company Name	Cda Metals
#2	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	Chris Fullerton 509-535-6363 Chris@cdametals.com
#3	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this ITB, to furnish items at the prices stated.	I agree and I acknowledge
#3.1	Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge

#4	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Steve Longshore 509-535-6363 SteveL@cdametals.com
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records	I agree and I acknowledge
4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#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 and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier 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.	I agree and I acknowledge
#2	City of Spokane Business Registration Number	T12007622BUS
ORGANIZATION		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation existing under the State of Idaho.
ADDITIONAL ITEMS		

#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; No
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (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	Is; Is Not
SMALL BUSINESS		
#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; Is Not
NON-COLLUSION		
#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	I certify no agreement was entered; I do not certify
INTERLOCAL PURCHASE AGREEMENTS		
#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.	Yes; No
ACCEPTANCE PERIOD		
#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a bid.	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge

	Destination-Delivery	Delivery to Purchaser's building location	I agree and I acknowledge
	Until Further Notice	Any time in excess of sixty (60) days from date of opening.	I agree and I acknowledge
	Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
CONTRACT PERIOD			
	#1	The contract created shall be in the form of a Blanket Order which will be effective upon award and shall terminate on 4/30/25.	I agree and I acknowledge
RENEWAL			
	#1	The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years. The Purchaser shall notify the Vendor of its renewal proposal in writing, not later than 30 days prior to the termination date of the initial contract or the contract renewal.	I agree and I acknowledge
DISCOUNT PERCENTAGES			
	#1	Discount percentages offered will remain unchanged throughout the life of the contract and any renewals	I agree and I acknowledge
DELIVERY DEFAULT			
	#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 Vendor.	I agree and I acknowledge
DELIVERY DELAY			
	#1	In the event of delivery delay beyond the date specified in the bid, the Purchaser shall assess, as liquidated damages \$0.00 per day per unit beyond the completion date specified. The Purchaser shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due the Vendor or to initiate legal proceedings for the collection of same.	I agree and I acknowledge
PCB CERTIFICATION			
	#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.	Don't Know; Yes; No

#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)?	Don't Know; Yes; No
#3	If so were PCBs found at a measurable level?	Don't Know; Yes; 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)?	Don't Know; Yes; No
#5	If so attach the results or note from whom the results can be obtained.	
#6	If so attach the results or note from whom the results can be obtained.	Don't Know; Yes; No
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	Don't Know; Yes; No
GENERAL INSTRUCTIONS		
#1	These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.	Yes
#2	Time is of the essence in the performance of this contract after a delivery schedule is established.	I agree and I acknowledge
#3	Material Safety Data Sheets must be included with Bid Proposal forms if applicable.	I agree and I acknowledge
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
#5	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. The City may choose from more than one vendor.	I agree and I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#7	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
#8	If you took exception to #1 through #7 above explain in detail.	
SPECIAL INSTRUCTIONS - GENERAL		
#1	It is the intent of these specifications to provide various City of Spokane Departments with Miscellaneous Stock Steel on an "as needed" basis for a period ending 4/30/25.	I agree and I acknowledge
#2	It is anticipated that the Blanket Order will begin 5/1/22 or date of award, and run through 4/30/25.	I agree and I acknowledge
#3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Cover Letter CDA.docx

#4	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	Equipment not provided by Cda Metals. Raw/Processed materials only.
#5	Delivery of stocked inventory items must be made within 36-48 hours of receipt of order.	I agree and I acknowledge
#5.1	State lead time in calendar workings days for delivery of stocked inventory items upon receipt of order. Enter number of calendar working days here:	1-2 days
#6	All invoices, packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall accompany each delivery. Invoices will not be processed for payment until all items invoiced are received.	I agree and I acknowledge
#7	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	No warranty on metal products from mills/vendor. Items will be replaced if defective from mill only.
#8	Federal and State laws governing this product must be satisfied.	I agree and I acknowledge
#8	If you took exception to #1 through #9 above explain in detail.	n/a
F.O.B. DELIVERY POINT:		
#1	Various City of Spokane Departments	I agree and I acknowledge
#2	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
PRICING		
#1	SALES TAX: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
#2	All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.	I agree and I acknowledge
#3	The City of Spokane agrees to pay freight expenses on non-stocked special order items.	I agree and I acknowledge
#3.1	A freight bill must support all freight charges included on an invoice.	I agree and I acknowledge

#3.2	No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers, unless otherwise stated herein.	I agree and I acknowledge
#4	UNIT PRICE: Should not include tax.	I agree and I acknowledge
#4.1	PRICING: Pricing shall be firm for the first three-month period of contract, for the purpose of comparing bids on a uniform basis.	I agree and I acknowledge
#4.2	Please complete and upload ITB 5605-22 Pricing Page from Documents Tab.	Spokane city BID Sheet.pdf
#4.3	PRICING ADJUSTEMENTS: After initial three month period, pricing adjustments would be considered on a three-month basis, or more often, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation. City will accept the American Metal Market (AMM) index in lieu of the Producer Price Index (PPI) for price adjustment requests. City will not pay to subscribe to the AMM database so the vendor will need to send that backup, along with any other justification, with their written request.	I agree and I acknowledge
#4.4	All price adjustments must be agreed on by both parties. and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
#4.5	Adjustments to pricing shall be to not produce a higher profit margin.	I agree and I acknowledge
#4.5.1	Bidder must state its Profit Margin that is included in unit pricing. The stated profit margin will remain unchanged throughout the life of the contract.	I agree and I acknowledge
#4.5.1.2	Enter Profit Margin.	15% on stock items 25-30% on processed materials
#5	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
#6	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I agree and I acknowledge
BID EVALUATION		
#1	Evaluation of bids shall be based upon the following criteria, where applicable:	Yes
#2	The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.	I agree and I acknowledge
#3	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	I agree and I acknowledge

#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	I agree and I acknowledge
#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	I agree and I acknowledge
#6	The quality of performance of previous contracts or services	I agree and I acknowledge
#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services	I agree and I acknowledge
#8	Uniformity or interchangeability.	I agree and I acknowledge
#9	The energy efficiency of the product throughout its life.	I agree and I acknowledge
#10	Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
BIDDING ERRORS		
#1	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.	I agree and I acknowledge
BIDDER PREQUALIFICATION:		
#1	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.	I agree and I acknowledge
REJECTION OF BIDS		
#1	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.	I agree and I acknowledge
AWARD OF CONTRACT		



#1	<p>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. More than one contract may be awarded. Contract(s) is optional (non-exclusive) use. The City Council shall make the award of contract(s). Resulting Contract(s) would result in a three-year Value Blanket(s) with two one-year option periods for various City Departments to include Solid Waste Disposal Department and Water Department to procure Stock Steel – As Needed. Any order resulting from award will be submitted by Purchasing or Departments. Unsuccessful Bidders will not automatically be notified of Bid results. The City does not bind itself to purchase the full quantities stipulated in the bid as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.</p>	I agree and I acknowledge
<p>ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD</p>		
#1	<p>Should Bidder Want To 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</p>	

**ITB 5605-22 Pricing Page**

ITEM NO.	DESCRIPTION	PRICE RANGE	AVERAGE
I	PRODUCT GROUP		
	CHANNEL	<div>Specific Pricing</div> <div>provided Below</div> <div>ON All products.</div>	
	ANGLE		
	SQUARE/RECTANGLE TUBING: LT WALL - 1/8" OR LESS HVY WALL - 3/16" +		
	FLAT BAR		
	ROUNDS (HOT ROLL)		
	SQUARE (HOT ROLL)		
	HOT ROLL PLATE (3/16" - 3")		
	HOT ROLL SHEET (16 GA - 11 GA)		
	FLOOR PLATE		
	T1 PLATE		
	COLD ROLL ROUNDS		
	ALLOY ROUNDS		
	COLD ROLL FLATS		
COLD ROLL SQUARE	V		V
Any other items not covered by the product groups listed above will be priced at percent above cost.		<u>15</u> % Above Cost <i>stock</i> <u>25 %</u> <i>All PROCESSING</i>	
**Prices per pound			
<p>PRICING ADJUSTEMENTS: After initial three month period, pricing adjustments would be considered on a three-month basis, or more often, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request.</p>			
ALTERNATE PRICING OPTION: PERCENTAGE ABOVE COST AT TIME OF PURCHASE - FOR ITEM LISTED IN PRODUCT GROUPS ABOVE		<u>15</u> % Above Cost <i>stock</i> <u>25 %</u> <i>All PROCESSING</i>	
II	SPECIFIC ITEM PRICING	Est Annual Qty More Or Less	Each Price
a.	Boiler Skin		

*custom cutting  
FORMING-*

\$ PER EA 1pc

	SA36 3/16"x48"x96" (MTRs would be needed)	5	261.15
	SA 387 Grade 22 Class 2, 3/16"x48"x96" (MTRs would be needed) A572/50	5	310.28
b.	Flat Bar		
	1/8"x1"x20' / A36	5	8.35
	1/8"x1.5"x20' / A36	5	12.06
	1/8"x2"x20' / A36	5	16.69
	1/8"x3"x20' / A36	5	24.10
	1/8"x4"x20' / A36	5	32.45
	1/8"x5"x20' / A36	5	65.77
	3/16"x1.5"x20' / A36	5	17.30
	3/16"x2"x20' / A36	5	22.50
	3/16"x3"x20' / A36	5	33.74
	3/16"x4"x20' / A36	5	44.99
	3/16"x5"x20' / A36	5	55.36
	1/4"x1"x20' / A36	5	15.00
	1/4"x1.5"x20' / A36	5	21.25
	1/4"x2"x12' / 304SS	5	74.13
	1/4"x2"x20' / A36	5	28.60
	1/4"x2.5"x20' / A36	5	35.13
	1/4"x3"x20' / A36	5	41.76
	1/4"x4"x20' / A36	5	56.22
	1/4"x5"x20' / A36	5	70.08
	1/4"x6"x20' / A36	5	83.93
	3/8"x2"x20' / A36	5	42.59

\$ PER EA 1pc

	3/8"x3"x20' / A36	5	63.05
	3/8"x4"x12' / 1018CR	5	91.92
	1/2"x3/4"x20' / A36	5	23.26
	1/2"x1"x20' / A36	5	31.30
	1/2"x2"x20' / A36	5	56.22
	1/2"x3"x20' / A36	5	83.93
	1/2"x4"x20' / A36	5	111.62
	5/8"x4"x20' / A36	5	141.34
	3/4"x1.5"x20' / A36	5	66.66
	1"x3"x20' / A36	5	174.26
c.	Square Tube		
	1"x1"x1/8"x20' / A513	5	33.79
	1.25"x1.25"x.083x20' / A51	5	36.54
	1.5"x1.5"x.083x20' / A51	5	43.30
	1.5"x1.5"x1/8"x20' / A513	5	60.89
	1.5"x1.5"x3/16"x20' / A513	5	95.60
	1.5"x1.5"x1/4"x20' / A513	5	122.07
	2"x2"x1/8"x20' / A500	5	72.22
	2.5"x2.5"x1/4"x20' / A500	5	176.56
	2.5"x2.5"x3/16"x20' / A500	5	140.46
	3"x3"x1/4"x20' / A500	5	216.16
	4"x4"x3/16"x20' / A500	5	230.14
	4"x4"x1/4"x20' / A500	5	295.36
d.	Angle		
	1"x1"x1/8"x20' / A36	5	13.28
	1.25"x1.25"x1/8"x20' / A36	5	17.43

\$ PER EA 1pc

1.5"x1.5"x1/8"x20' / 304SS	5	111.77
1.5"x1.5"x1/8"x20' / A36	5	20.75
1.5"x1.5"x3/16"x20' / A36	5	29.88
1.5"x1.5"x1/4"x20' / A36	5	39.00
2"x2"x1/8"x20' / A36	5	26.81
2"x2"x3/16"x20' / A36	5	40.29
2"x2"x1/4"x20' / 304SS	5	252.25
2"x2"x1/4"x20' / A36	5	50.83
2.5"x2.5"x1/4"x20' / A36	5	70.69
3"x3"x3/16"x20' / A36	5	60.89
3"x2"x1/4"x20' / A36	5	71.66
3"x3"x1/4"x20' / A36	5	79.63
4"x4"x1/4"x20' / A36	5	112.16
6"x6"x5/16"x20' / A36	5	228.83
e. Sheet		
4'x8' / 16GA Galvanized	5	152.27
4'x8' / 16GA HR	5	98.83
4'x8' / 12GA A653 G90	5	148.25
4'x8' / 11GA HR	5	169.42
4'x8' / 10GA 304SS	5	974.77
4'x8' / 1/8" Stainless Steel Sheet	1	695.66
4'x8' / 10GA HR	5	190.60
4'x8' / 1/8" HRCQ Same as 11 Ga HR	5	169.42
4'x8' / 1/8" A36 Same as 11 Ga HR	5	169.42
4'x8' / 3/16" A36	5	261.15

\$ PER EA lpc

	4'x8' / 1/4" AR400 Hx450	5	545.01
	4'x8' / 1/4" A36	5	357.79
	4'x8' / 3/8" AR400 Hx450	5	785.61
	4'x8' / 3/8" A36	5	537.22
	4'x8' / 1/2" AR400 Hx450	5	1046.41
	4'x8' / 1/2" A36	5	715.56
	4'x8' / 5/8" AR400 Hx450	5	1307.21
	4'x8' / 5/8" A36	5	949.17
	4'x8' / 3/4" AR400 Hx450	5	1569.61
	4'x8' / 3/4" A36	5	1139.70
	4'x8' / 1" AR400 Hx450	5	2091.21
	4'x8' / 1" A36	5	1518.43
	4' x 8' / 1/8" Aluminum Sheet	1	214.13
	4' x 8' / 1/4" Aluminum Sheet	1	520.48
f.	Round		
	3/8"x20' / A36 HR	5	7.73
	3/8"x20' / 1018 CR	5	9.80
	1/2"x20' / A36 HR	5	10.88
	1/2"x20' / 1018 CR	5	17.14
	5/8"x20' / 1018 CR	5	26.45
	3/4"x20' / A36 HR	5	24.08
	3/4"x20' / 1018 CR	5	40.49
	7/8"x20' / 1018 CR	5	51.14
	1.5"x20' / A36 HR	5	93.96
	1.5"x20' / 4140 TG&P	5	295.13

III	CUSTOM PROCESSING (SAWING, SHEARING, BURNING, FORMING, PUNCHING, BENDING, FLAME CUTTING, ETC)	Bidder's Remarks: SAW, SHEAR, LASER, PRESS, PLASMA, FLAME CUTTING, PUNCH TUBE LASER. 48 Foot cutting table 1500 ton 28' PRESS BRAKE
-----	--	--

	% ADDED FOR WASTAGE	0 %
--	---------------------	-----

	HOURLY RATE FOR LABOR CHARGES	Least Auto-SAW \$29 - \$116 Hrly ← Most TUBE LASER
--	----------------------------------	--

IV	MISCELLANEOUS CHARGES	
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	FUEL CHARGE State how this is charged, i.e. per delivery or per invoice.	Bidder's Remarks: N/A
--	--	-----------------------

	HANDLING CHARGE State how this is charged, i.e. per delivery or per invoice.	Bidder's Remarks: NO handling charge ON items unless cosmetic is needed. PRICES REFLECT CUSTOMER SPECIAL REQUEST ONLY
--	--	---

	FREIGHT CHARGE (ON NON- STOCKED SPECIAL ORDER ITEMS ONLY) State how this is charged	Bidder's Remarks: Buy-IN items will include vendor freight only. CDA METALS does not add additional cost.
--	--	---

All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.

The City of Spokane agrees to pay freight expenses on non-stocked special order items.

# **Cd'A Metals-**

**A steel service provider since 1884.**

Based in North Idaho and Eastern Washington.

Our Spokane facility offers and delivers a wide variety of materials such as structural steel products including plate. Cold rolled & hot rolled bars and sheet, alloy bars and wear resistant steel. As well as various grades of aluminum and stainless steel.

With the ability to process plate at over 540" at 2" thick and up to 6" thickness on our flame table.

Our largest press brake coming in at 1500 tons and 28' long.

We offer the most versatility for processing in our area from small projects to some of the largest.

At Cd'A we also saw, laser, tube laser, shear, plasma, or oxy-fuel cut and press break form material up to make the parts you need.

We have daily deliveries in the Spokane area as well as a will call option to insure you have access to material when you need it.

Cd'A has worked with many local businesses and artists to enrich our community by providing materials for many landmark installations and building projects.

**Chris Fullerton**

Inside Sales

**Cd'A Metals**

3900 E. Broadway | Spokane, WA 99202

509-535-6363

[Chris@cdametals.com](mailto:Chris@cdametals.com)

[CFullerton@cdametals.com](mailto:CFullerton@cdametals.com)

[www.nimgroup.com](http://www.nimgroup.com)





# Agenda Sheet for City Council Meeting of: 04/11/2022

<b><u>Date Rec'd</u></b>	3/30/2022
<b><u>Clerk's File #</u></b>	OPR 2022-0242
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	ITB 5605-22
<b><u>Requisition #</u></b>	VB
<b><u>Agenda Item Name</u></b>	5500 - PURCHASING MULTI DEPT MISC STOCK STEEL VALUE BLANKET ORDER

## **Agenda Wording**

Award a three (3) year master value blanket order for Miscellaneous Stock Steel to Haskins Steel (Spokane, Wa) with two (2) one-year renewals available - estimated annual expenditure - \$200,000 including tax.

## **Summary (Background)**

Formal bid was issued via ProcureWare and advertised in the Gazette to enable multiple awards to provide the City flexibility and best meet the City's needs. Only two responses were received. This Value Blanket Order will provide raw materials needed in the fabrication and repair of tools and equipment throughout various City departments.

Lease? NO Grant related? NO

Public Works? NO

## **Fiscal Impact**

## **Budget Account**

Expense \$ \$600,000 (\$200,000 annually)

# VARIOUS

Select \$

#

Select \$

#

Select \$

#

## **Approvals**

## **Council Notifications**

**Dept Head** MURRAY, MICHELLE

**Study Session\Other** PIES 3/28/2022

**Division Director** WALLACE, TONYA

**Council Sponsor** CM Kinnear

**Finance** ALBIN-MOORE, ANGELA

## **Distribution List**

**Legal** ODLE, MARI

TPRINCE@SPOKANECITY.ORG

**For the Mayor** ORMSBY, MICHAEL

RRINDERLE@SPOKANECITY.ORG

## **Additional Approvals**

**Purchasing** PRINCE, THEA

## Committee Agenda Sheet

### [ PIES COMMITTEE]

<b>Submitting Department</b>	PURCHASING
<b>Contact Name &amp; Phone</b>	THEA PRINCE
<b>Contact Email</b>	TPRINCE@SPOKANECITY.ORG
<b>Council Sponsor(s)</b>	CM KINNEAR
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion             Time Requested: _____
<b>Agenda Item Name</b>	Master VB with American Metals Corporation DBA Haskins Steel Inc.
<b>Summary (Background)</b>	<p>Bid ITB 5605-22 for Miscellaneous Stock Steel was opened on 3/14/22. Bid was issued to enable multiple awards to provide flexibility to allow requirements among awarded suppliers, and to best meet the City's needs.</p> <p>Impact - Master Value Blanket Order to be set up for use by Water Department and Solid Waste Disposal, and other departments.</p> <p>Action- Recommend approval for \$600,000 (\$200,000 annually) including tax, which will be in effect upon award and shall terminate 4/30/2025. The contract may renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years</p> <p>Funding – Funding is available in Water Department and Solid Waste Disposal, and affected departments budgets.</p>
<b>Proposed Council Action &amp; Date:</b>	PIES Date March 28, 2022
<b>Fiscal Impact:</b> Total Cost: <u>\$600,000 (\$200,000 annually)</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities? <b>None</b>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? <b>Data would not be collected.</b>	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution? <b>A review of steel purchased, by Departments, through 4/30/2025, could be conducted to assist in determining future contracting requirements.</b>	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others? <b>Steel is required by various city departments to maintain infrastructures that for that they are responsible for.</b>	

**Bid Response Summary**

**Bid Number** ITB 5605-22  
**Bid Title** MISCELLANEOUS STOCK STEEL -As Needed  
**Due Date** Monday, March 14, 2022 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** American Metals Corporation DBA Haskins Steel Inc  
**Submitted By** randi.cole@haskinssteelinc.com randi.cole@haskinssteelinc.com - Monday, March 14, 2022 9:39:56 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 randi.cole@haskinssteelinc.com

**Comments****Question Responses**

Group	Reference Number	Question	Response
DEFAULT ITEM GROUP			
	#1	ADDENDA. Indicated how many Addenda Contractor acknowledges receipt of.	None
BACKGROUND			
	#1	The City of Spokane's Water Department and Solid Waste Disposal Department work under aggressive deadlines and schedules that require suppliers to provide high service levels. The City is initiating this bid request to solicit bid from suppliers who have a proven ability to provide spec'd Miscellaneous Stock Steel - As Needed.	I agree and I acknowledge
	#2	Resulting Contract(s) would result in a three-year Value Blanket(s) with two one-year option periods for various City Departments to include Solid Waste Disposal Department and Water Department to procure Stock Steel – As Needed. The City does not bind itself to purchase the full quantities stipulated in the bid as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge
	#3	More than one contract may be awarded. Award of contract(s), when and if made, will be to the Bidder(s) whose bids is/are most favorable to the City. Contract(s) is/are optional (non-exclusive) use. The City Council shall make the award of contract(s)	I agree and I acknowledge
SUBMISSION OF BIDS			

#1	Bid Responses shall be submitted electronically through the City of Spokane's bidding portal: <a href="https://spokane.procureware.com">https://spokane.procureware.com</a> on or before the Due Date and time mentioned above. Hard, e-mailed or faxed copies and/or late bids shall not be accepted.	I agree and I acknowledge
#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.	I agree and I acknowledge
#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	I agree and I acknowledge
INTERPRETATION		
#1	If the Bidder discovers any errors, discrepancies or omissions in the Quote specifications, or has any questions about the specifications, the Bidder must notify Purchasing in writing. Any corrections issued by the Purchaser will be incorporated into the contract or purchase order.	I agree and I acknowledge
WITHDRAWAL OF BIDS		
#1	Bidders may withdraw Bid prior to the scheduled due date and time. Unless otherwise specified, no Bids may be withdrawn for a minimum of ninety (90) calendar days after the due date.	I agree and I acknowledge
PAYMENT TERMS		
#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.	I agree and I acknowledge
#2	Bidder agrees to accept payment by Credit Card with no additional charges/fees	Yes; No
BIDDER INFORMATION		
#1	Company Name	Haskins Steel Inc.
#2	Please provide Name, Telephone Number & e-mail address of person who is preparing the response to this Invitation to Bid.	Randi Cole (509)252-9712 randi.cole@haskinssteelinc.com
#3	Person acknowledges Company will confirm compliance with all instructions, terms, and conditions of this ITB, to furnish items at the prices stated.	I agree and I acknowledge

#3.1	Bidder accepts has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
#4	Provide the name, phone number, and email address for the person in your Company that would potentially sign a contract through the DocuSign process used by the City.	Randi Cole (509)252-9712 randi.cole@haskinssteelinc.com
PROPRIETARY INFORMATION/PUBLIC DISCLOSURE		
1	All materials submitted to the City in response to this competitive procurement shall become the property of the City.	I agree and I acknowledge
2	All materials received by the City are public records and are subject to being released pursuant to a valid public records request. Washington state law mandates that all documents used, received or produced by a governmental entity are presumptively public records, and there are few exemptions. RCW Ch. 41.56.	I agree and I acknowledge
3	When responding to this competitive procurement, please consider that what you submit will be a public record. If you believe that some part of your response constitutes legally protected proprietary information, you MUST submit those portions of your response as a separate part of your response, and you MUST label it as "PROPRIETARY INFORMATION." If a valid public records request is then received by the City for this information, you will be given notice and a 10-day opportunity to go to court to obtain an injunction to prevent the City from releasing this part of your response. If no injunction is obtained, the City is legally required to release the records	I agree and I acknowledge
4	The City will neither look for nor honor any claims of "proprietary information" that are not within the separate part of your response.	I agree and I acknowledge
CITY OF SPOKANE BUSINESS REGISTRATION REQUIREMENT		
#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 and being the holder of a valid annual business registration or temporary business registration as provided in this chapter. The supplier shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the supplier 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.	I agree and I acknowledge

#2	City of Spokane Business Registration Number	68-0284528
ORGANIZATION		
#1	Organization: Bidder Should Enter If Proposal Is of an Individual, Partnership, Corporation, and Existing Under The Laws of What US State. Enter Information Here	Corporation
ADDITIONAL ITEMS		
#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; No
MINORITY BUSINESS ENTERPRISE		
#1	Vendor (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	Is; Is Not
SMALL BUSINESS		
#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; Is Not
NON-COLLUSION		
#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	I certify no agreement was entered; I do not certify
INTERLOCAL PURCHASE AGREEMENTS		
#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.	Yes; No
ACCEPTANCE PERIOD		

#1	Bids must provide ninety (90) days for acceptance by the City from the due date for receipt of Bids.	I agree and I acknowledge
DEFINITIONS		
Bidder	One who submits a bid.	I agree and I acknowledge
Vendor	Bidder to whom contract or purchase order is awarded.	I agree and I acknowledge
Purchaser	City of Spokane and other government agencies (Pursuant to RCW 39.34).	I agree and I acknowledge
Destination-Delivery	Delivery to Purchaser's building location	I agree and I acknowledge
Until Further Notice	Any time in excess of sixty (60) days from date of opening.	I agree and I acknowledge
Cost	Total cost of ownership based on the best available information.	I agree and I acknowledge
CONTRACT PERIOD		
#1	The contract created shall be in the form of a Blanket Order which will be effective upon award and shall terminate on 4/30/25.	I agree and I acknowledge
RENEWAL		
#1	The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years. The Purchaser shall notify the Vendor of its renewal proposal in writing, not later than 30 days prior to the termination date of the initial contract or the contract renewal.	I agree and I acknowledge
DISCOUNT PERCENTAGES		
#1	Discount percentages offered will remain unchanged throughout the life of the contract and any renewals	I agree and I acknowledge
DELIVERY DEFAULT		
#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 Vendor.	I agree and I acknowledge
DELIVERY DELAY		
#1	In the event of delivery delay beyond the date specified in the bid, the Purchaser shall assess, as liquidated damages \$0.00 per day per unit beyond the completion date specified. The Purchaser shall have the right to deduct and retain the amount of such liquidated damages from any monies due or which may become due the Vendor or to initiate legal proceedings for the collection of same.	I agree and I acknowledge
PCB CERTIFICATION		

#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.	Don't Know; Yes; No
#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)?	Don't Know; Yes; No
#3	If so were PCBs found at a measurable level?	Don't Know; Yes; 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)?	Don't Know; Yes; No
#5	If so attach the results or note from whom the results can be obtained.	
#6	If so attach the results or note from whom the results can be obtained.	Don't Know; Yes; No
#7	Do you have reason to believe the product packaging contains measurable levels of PCBs?	Don't Know; Yes; No
GENERAL INSTRUCTIONS		
#1	These specifications will establish minimum acceptable requirements attempting to take advantage of latest developments.	Yes
#2	Time is of the essence in the performance of this contract after a delivery schedule is established.	I agree and I acknowledge
#3	Material Safety Data Sheets must be included with Bid Proposal forms if applicable.	I agree and I acknowledge
#4	The City of Spokane reserves the right to accept or reject any variance from the published specifications and to award the Quote in a manner that is most advantageous to the continued efficient operation of the City.	I agree and I acknowledge
#5	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. The City may choose from more than one vendor.	I agree and I acknowledge
#6	The City of Spokane reserves the option of awarding this purchase by item grouping or by any manner most advantageous for the City.	I agree and I acknowledge
#7	Bidder should be aware that Bids may be rejected if all questions are not completely and correctly answered.	I agree and I acknowledge
#8	If you took exception to #1 through #7 above explain in detail.	
SPECIAL INSTRUCTIONS - GENERAL		



#1	It is the intent of these specifications to provide various City of Spokane Departments with Miscellaneous Stock Steel on an "as needed" basis for a period ending 4/30/25.	I agree and I acknowledge
#2	It is anticipated that the Blanket Order will begin 5/1/22 or date of award, and run through 4/30/25.	I agree and I acknowledge
#3	Bidders must submit cover letters stating qualifications for supplying specified product on contract with the City of Spokane. Upload cover letter document.	Cover Letter.docx
#4	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	None
#5	Delivery of stocked inventory items must be made within 36-48 hours of receipt of order.	I agree and I acknowledge
#5.1	State lead time in calendar workings days for delivery of stocked inventory items upon receipt of order. Enter number of calendar working days here:	1-2 days
#6	All invoices, packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall accompany each delivery. Invoices will not be processed for payment until all items invoiced are received.	I agree and I acknowledge
#7	Successful Bidder shall furnish standard warranty as well as any other warranty required in the Bid specifications.	N/A
#8	Federal and State laws governing this product must be satisfied.	I agree and I acknowledge
#8	If you took exception to #1 through #9 above explain in detail.	
F.O.B. DELIVERY POINT:		
#1	Various City of Spokane Departments	I agree and I acknowledge
#2	Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of items ordered herein which occur prior to delivery; such loss, injury or destruction shall not release Vendor from any obligation hereunder.	I agree and I acknowledge
PRICING		
#1	SALES TAX: The City will apply applicable tax to Bidder's response when tabulating bids. Vendor acknowledges the City of Spokane is not a tax exempt entity and is therefore obligated to pay sales tax under Washington State law. Therefore, all submissions will be tabulated with the applicable sales tax rate whether that tax shall be charged through the supplier or paid by the City as use tax.	I agree and I acknowledge
#2	All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.	I agree and I acknowledge
#3	The City of Spokane agrees to pay freight expenses on non-stocked special order items.	I agree and I acknowledge
#3.1	A freight bill must support all freight charges included on an invoice.	I agree and I acknowledge

#3.2	No charges will be allowed for handling, including but not limited to packing, wrapping, bags, containers, unless otherwise stated herein.	I agree and I acknowledge
#4	UNIT PRICE: Should not include tax.	I agree and I acknowledge
#4.1	PRICING: Pricing shall be firm for the first three-month period of contract, for the purpose of comparing bids on a uniform basis.	I agree and I acknowledge
#4.2	Please complete and upload ITB 5605-22 Pricing Page from Documents Tab.	ITB 5605-22 Pricing Page.pdf
#4.3	PRICING ADJUSTMENTS: After initial three month period, pricing adjustments would be considered on a three-month basis, or more often, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request. The United States published indices such as the Producer Price Index (PPI), or other government data, may be referenced to help substantiate the Vendor's documentation. City will accept the American Metal Market (AMM) index in lieu of the Producer Price Index (PPI) for price adjustment requests. City will not pay to subscribe to the AMM database so the vendor will need to send that backup, along with any other justification, with their written request.	I agree and I acknowledge
#4.4	All price adjustments must be agreed on by both parties. and cannot be applied retroactively to orders already placed with the Vendor. Price increases must apply to all or broad classes of customers and shall in no way single out the Purchaser.	I agree and I acknowledge
#4.5	Adjustments to pricing shall be to not produce a higher profit margin.	I agree and I acknowledge
#4.5.1	Bidder must state its Profit Margin that is included in unit pricing. The stated profit margin will remain unchanged throughout the life of the contract.	I agree and I acknowledge
#4.5.1.2	Enter Profit Margin.	N/A
#5	The City of Spokane reserves the right to cancel the contract if the escalation of price is not advantageous to the City.	I agree and I acknowledge
#6	PRICE DECREASES: During the contract period, any price decreases obtained by Contractor shall be reflected in a contract price reduction to the Purchaser retroactive to the Contractor's effective date.	I agree and I acknowledge
BID EVALUATION		
#1	Evaluation of bids shall be based upon the following criteria, where applicable:	Yes
#2	The price, including the effect of discounts. Price may be determined by life cycle costing or total cost bidding, when advantageous to the Purchaser.	I agree and I acknowledge
#3	The quality of the items bid, their conformity to specifications and the purpose for which they are required.	I agree and I acknowledge
#4	The Bidder's ability to provide prompt and efficient service and/or delivery.	I agree and I acknowledge
#5	The character, integrity, reputation, judgment, experience and efficiency of the Bidder	I agree and I acknowledge
#6	The quality of performance of previous contracts or services	I agree and I acknowledge
#7	The previous and existing compliance by the Bidder with the laws relating to the contract or services	I agree and I acknowledge

#8	Uniformity or interchangeability.	I agree and I acknowledge
#9	The energy efficiency of the product throughout its life.	I agree and I acknowledge
#10	Any other information having a bearing on the decision to award the contract.	I agree and I acknowledge
BIDDING ERRORS		
#1	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.	I agree and I acknowledge
BIDDER PREQUALIFICATION:		
#1	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.	I agree and I acknowledge
REJECTION OF BIDS		
#1	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.	I agree and I acknowledge
AWARD OF CONTRACT		
#1	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. More than one contract may be awarded. Contract(s) is optional (non-exclusive) use. The City Council shall make the award of contract(s). Resulting Contract(s) would result in a three-year Value Blanket(s) with two one-year option periods for various City Departments to include Solid Waste Disposal Department and Water Department to procure Stock Steel – As Needed. Any order resulting from award will be submitted by Purchasing or Departments. Unsuccessful Bidders will not automatically be notified of Bid results. The City does not bind itself to purchase the full quantities stipulated in the bid as estimates. The quantities shown represent past purchasing activity and estimates of future usage, and are given for the purpose of comparing bids on a uniform basis. Payment will be made only for quantities actually ordered, delivered and accepted, whether greater or less than the stated amounts. Quantities listed on proposal are based on a one (1) year estimate.	I agree and I acknowledge

ADDITIONAL DOCUMENTS BIDDER WOULD LIKE TO UPLOAD		
	#1	Should Bidder Want To 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

**ITB 5605-22 Pricing Page**

ITEM NO.	DESCRIPTION	PRICE RANGE	AVERAGE
I	PRODUCT GROUP		
	CHANNEL	\$ .84 - .95	\$ .90 / LB
	ANGLE	\$ .89 - .99	\$ .94 / LB
	SQUARE/RECTANGLE TUBING: LT WALL - 1/8" OR LESS HVY WALL - 3/16" +	\$1.56 - 1.66	\$1.61 / LB
	FLAT BAR	\$ .91 - 1.01	\$ .96 / LB
	ROUNDS (HOT ROLL)	\$ .90 - 1.00	\$ .95 / LB
	SQUARE (HOT ROLL)	\$ .94 - 1.03	\$ .99 / LB
	HOT ROLL PLATE (3/16" - 3")	\$1.56 - 1.66	\$1.61 / LB
	HOT ROLL SHEET (16 GA - 11 GA)	\$1.67 - 1.77	\$1.72 / LB
	FLOOR PLATE	\$1.26 - 1.36	\$1.31 / LB
	T1 PLATE	\$1.73 - 1.83	\$1.78 / LB
	COLD ROLL ROUNDS	\$1.39 - 1.49	\$1.44 / LB
	ALLOY ROUNDS	N/A	N/A
	COLD ROLL FLATS	\$1.70 - 1.80	\$1.75
	COLD ROLL SQUARE	\$2.66 - 2.76	\$2.71
Any other items not covered by the product groups listed above will be priced at percent above cost.		20	% Above Cost
<b>**Prices per pound</b>			
PRICING ADJUSTEMENTS: After initial three month period, pricing adjustments would be considered on a three-month basis, or more often, based on vendor providing back up documentation from steel suppliers and/or other sources must be included to justify request.			
ALTERNATE PRICING OPTION: PERCENTAGE ABOVE COST AT TIME OF PURCHASE - FOR ITEM LISTED IN PRODUCT GROUPS ABOVE		20	% Above Cost
II	SPECIFIC ITEM PRICING	Est Annual Qty More Or Less	Each Price
a.	Boiler Skin		

	SA36 3/16"x48"x96" (MTRs would be needed)	5	\$ 447.42
	SA 387 Grade 22 Class 2, 3/16"x48"x96" (MTRs would be needed)	5	N/A
b.	Flat Bar		
	1/8"x1"x20' / A36	5	\$9.07
	1/8"x1.5"x20' / A36	5	\$13.84
	1/8"x2"x20' / A36	5	\$18.10
	1/8"x3"x20' / A36	5	\$27.57
	1/8"x4"x20' / A36	5	\$36.05
	1/8"x5"x20' / A36	5	\$61.79
	3/16"x1.5"x20' / A36	5	\$17.79
	3/16"x2"x20' / A36	5	\$24.35
	3/16"x3"x20' / A36	5	\$35.51
	3/16"x4"x20' / A36	5	\$50.40
	3/16"x5"x20' / A36	5	\$64.12
	1/4"x1"x20' / A36	5	\$16.22
	1/4"x1.5"x20' / A36	5	\$24.29
	1/4"x2"x12' / 304SS	5	N/A
	1/4"x2"x20' / A36	5	\$31.92
	1/4"x2.5"x20' / A36	5	\$40.28
	1/4"x3"x20' / A36	5	\$46.73
	1/4"x4"x20' / A36	5	\$63.54
	1/4"x5"x20' / A36	5	\$79.62
	1/4"x6"x20' / A36	5	\$95.08
	3/8"x2"x20' / A36	5	\$47.88

	3/8"x3"x20' / A36	5	\$72.64
	3/8"x4"x12' / 1018CR	5	\$106.68
	1/2"x3/4"x20' / A36	5	N/A
	1/2"x1"x20' / A36	5	\$33.45
	1/2"x2"x20' / A36	5	\$43.23
	1/2"x3"x20' / A36	5	\$94.16
	1/2"x4"x20' / A36	5	\$125.56
	5/8"x4"x20' / A36	5	\$158.86
	3/4"x1.5"x20' / A36	5	\$75.93
	1"x3"x20' / A36	5	\$196.60
c.	<b>Square Tube</b>		
	1"x1"x1/8"x20' / A513	5	\$47.98
	1.25"x1.25"x.083x20' / A51	5	\$44.67
	1.5"x1.5"x.083x20' / A51	5	\$52.94
	1.5"x1.5"x1/8"x20' / A513	5	\$74.45
	1.5"x1.5"x3/16"x20' / A513	5	\$107.54
	1.5"x1.5"x1/4"x20' / A513	5	\$168.17
	2"x2"x1/8"x20' / A500	5	\$97.61
	2.5"x2.5"x1/4"x20' / A500	5	\$222.15
	2.5"x2.5"x3/16"x20' / A500	5	\$175.22
	3"x3"x1/4"x20' / A500	5	\$275.35
	4"x4"x3/16"x20' / A500	5	\$294.12
	4"x4"x1/4"x20' / A500	5	\$381.73
d.	<b>Angle</b>		
	1"x1"x1/8"x20' / A36	5	\$15.70
	1.25"x1.25"x1/8"x20' / A36	5	\$19.01



1.5"x1.5"x1/8"x20' / 304SS	5	N/A
1.5"x1.5"x1/8"x20' / A36	5	\$ 23.81
1.5"x1.5"x3/16"x20' / A36	5	\$ 33.88
1.5"x1.5"x1/4"x20' / A36	5	\$ 44.24
2"x2"x1/8"x20' / A36	5	\$ 31.13
2"x2"x3/16"x20' / A36	5	\$ 45.57
2"x2"x1/4"x20' / 304SS	5	N/A
2"x2"x1/4"x20' / A36	5	\$ 58.94
2.5"x2.5"x1/4"x20' / A36	5	\$ 76.25
3"x3"x3/16"x20' / A36	5	\$ 69.32
3"x2"x1/4"x20' / A36	5	\$ 77.36
3"x3"x1/4"x20' / A36	5	\$ 91.14
4"x4"x1/4"x20' / A36	5	\$ 125.43
6"x6"x5/16"x20' / A36	5	N/A
e. Sheet		
4'x8' / 16GA Galvanized	5	\$ 180.14
4'x8' / 16GA HR	5	\$ 139.54
4'x8' / 12GA A653 G90	5	\$ 307.41
4'x8' / 11GA HR	5	\$ 273.36
4'x8' / 10GA 304SS	5	\$ 983.64
4'x8' / 1/8" Stainless Steel Sheet	1	\$ 874.95
4'x8' / 10GA HR	5	\$ 307.53
4'x8' / 1/8" HRCQ Same as 11 Ga HR	5	\$ 273.36
4'x8' / 1/8" A36 Same as 11 Ga HR	5	\$ 273.36
4'x8' / 3/16" A36	5	\$ 418.58



	4'x8' / 1/4" AR400	5	\$745.64
	4'x8' / 1/4" A36	5	\$556.90
	4'x8' / 3/8" AR400	5	\$756.03
	4'x8' / 3/8" A36	5	\$837.10
	4'x8' / 1/2" AR400	5	N/A
	4'x8' / 1/2" A36	5	\$1115.64
	4'x8' / 5/8" AR400	5	\$1350.07
	4'x8' / 5/8" A36	5	\$1288.50
	4'x8' / 3/4" AR400	5	N/A
	4'x8' / 3/4" A36	5	\$1525.91
	4'x8' / 1" AR 400	5	\$2360.77
	4'x8' / 1" A36	5	\$2002.18
	4' x 8' / 1/8" Aluminum Sheet	1	\$ 279.13
	4' x 8' / 1/4" Aluminum Sheet	1	\$553.22
f.	Round		
	3/8"x20' / A36 HR	5	\$8.40
	3/8"x20' / 1018 CR	5	\$11.02
	1/2"x20' / A36 HR	5	\$12.20
	1/2"x20' / 1018 CR	5	\$18.93
	5/8"x20' / 1018 CR	5	\$29.83
	3/4"x20' / A36 HR	5	\$28.17
	3/4"x20' / 1018 CR	5	\$43.83
	7/8"x20' / 1018 CR	5	N/A
	1.5"x20' / A36 HR	5	\$112.68
	1.5"x20' / 4140 TG&P	5	N/A

III	CUSTOM PROCESSING (SAWING, SHEARING, BURNING, FORMING, PUNCHING, BENDING, FLAME CUTTING, ETC)	<u>Bidder's Remarks:</u>  included in pricing.
	% ADDED FOR WASTAGE	0 %
	HOURLY RATE FOR LABOR CHARGES	N/A Hrly
IV	MISCELLANEOUS CHARGES	
	FUEL CHARGE State how this is charged, i.e. per delivery or per invoice.	<u>Bidder's Remarks:</u>  included in pricing.
	HANDLING CHARGE State how this is charged, i.e. per delivery or per invoice.	<u>Bidder's Remarks:</u>  included in pricing.
	FREIGHT CHARGE (ON NON- STOCKED SPECIAL ORDER ITEMS ONLY) State how this is charged	<u>Bidder's Remarks:</u>  included in pricing.
All freight expenses on stocked inventory items shall be the responsibility of the winning vendor.		
The City of Spokane agrees to pay freight expenses on non-stocked special order items.		



Haskins Steel Inc. is a metal service center that was established in 1955. We stock structural items including flat bar, rebar, angle, channel, round tubing, pipe, square tubing etc. We also supply a wide range of carbon, stainless and aluminum sheet, plate and expanded metal. Our fabrication abilities include saw cutting, laser cutting, plasma cutting, shearing and forming. Our lead-times are usually same day or next day with stock items.

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

04/11/2022

**Date Rec'd**

3/22/2022

**Clerk's File #**

OPR 2022-0012

**Renews #****Submitting Dept**GRANTS, CONTRACTS &  
PURCHASING**Cross Ref #****Contact Name/Phone**

THEA PRINCE 625-6403

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

TPRINCE@SPOKANECITY.ORG

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

Contract Item

**Requisition #**MASTER  
CONTRACT**Agenda Item Name**5500 - SPOKANE COUNTY DETENTION SERVICES WORK CREW SERVICE  
AGREEMENT**Agenda Wording**

Approve a five (5) year Spokane County Detention Services Work Crew Services Agreement.

**Summary (Background)**

Multiple departments within the City of Spokane have a need to access the Spokane County Detention Services/Geiger Corrections Work Crew Services. Based on the City of Spokane's needs, the parties desire to enter into an Spokane County Detention Services Work Crew Services Agreement wherein they reduce to writing the County's responsibilities through Spokane County Detention Services/Geiger Correction Center Work Crew as well as the City's responsibilities to reimburse the County for providing

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 300,000.00

# various

Select \$

#

Select \$

#

Select \$

#

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

MURRAY, MICHELLE

**Study Session\Other**

F&amp;A 3/21/22

**Division Director**

WALLACE, TONYA

**Council Sponsor**CM Wilkerson & CM  
Cathcart**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

tprince

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

## Committee Agenda Sheet

### FINANCE & ADMINISTRATION

<b>Submitting Department</b>	Purchasing
<b>Contact Name &amp; Phone</b>	Thea Prince 625-6403
<b>Contact Email</b>	<a href="mailto:tprince@spokanecity.org">tprince@spokanecity.org</a>
<b>Council Sponsor(s)</b>	
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion         Time Requested: _____
<b>Agenda Item Name</b>	<b>Spokane County Detention Services Work Crew Services Agreement</b>
<b>Summary (Background)</b>	<p>Multiple departments within the City of Spokane have a need to access the Spokane County Detention Services/Geiger Corrections Work Crew Services. Based on the City of Spokane's needs, the parties desire to enter into an Spokane County Detention Services Work Crew Services Agreement wherein they reduce to writing the County's responsibilities through Spokane County Detention Services/Geiger Correction Center Work Crew as well as the City's responsibilities to reimburse the County for providing such services. Per RCW 39.26.230 the City of Spokane Departments can contract for these services from Spokane County without competition once this agreement is in place. The Scope of Services and the Service Fees are a part of the Agreement.</p>
<b>Proposed Council Action &amp; Date:</b>	Approve Spokane County Detention Services Work Crew Services Agreement 3/21/2022
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?          	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**OPR 2022-0012**  
**Spokane County Detention Services**  
**Work Crew Services Agreement**

THIS AGREEMENT is effective as of January 1, 2022 by and between SPOKANE COUNTY DETENTION SERVICES, 1100 West Mallon Ave, Spokane, WA 99206 (hereinafter called “CONTRACTOR”) and the CITY OF SPOKANE, whose address is 808 West Spokane Falls Boulevard, Spokane, WA 99201 (hereinafter called the “CITY”). The CONTRACTOR and CITY are jointly referred to as “PARTIES” within this Agreement.

WHEREAS, SPOKANE COUNTY DETENTION SERVICES provides adult offender work crews for hire by other jurisdictions; and

WHEREAS, CITY has a need for manual labor to assist with duties as assigned by the designated authority in the following CITY Departments: (1) Code Enforcement; (2) Parks & Rec; (3) Parks & Rec Golf; (4) Parks & Rec Riverfront Park; (5) Solid Waste Collections; (6) Solid Waste Disposal; (7) Neighborhood Services; and (8) Engineering; and

WHEREAS, this Agreement will define the terms and scope of work to be performed and allocate liability for the PARTIES to this Agreement; and

NOW, THEREFORE, the PARTIES mutually agree on the terms and conditions set forth below:

**ARTICLE ONE**  
**SCOPE OF SERVICES**

**1.1 Scope of Work.** See attached Scope of Work.

**1.2 Compliance with Laws.** The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the United States, State of Washington, Spokane County and applicable City, including those that prohibit unlawful discrimination.

**1.3 Standards.** The CONTRACTOR will use offenders to provide work crew services that, to the best knowledge of CONTRACTOR, are in good physical condition and capable of performing the services identified in Section 1.1. and have volunteered to participate in the program. Inmate workers are low level offenders who are screened for appropriate charges and behavior prior to placement. No registered sex offenders are authorized to participate on the offender work crews.

**1.4 Equipment and Cleaning Supplies.** The CITY will provide all specialized equipment (e.g. backpack blowers and four wheel mechanical mules). This equipment will belong to the CITY and will be maintained by the CONTRACTOR in good working condition throughout the contract term. Equipment will be maintained and stored at the

facility of CONTRACTOR'S choice. All CITY-owned equipment irreparably damaged or destroyed through CONTRACTOR negligence will be repaired or replaced by the CONTRACTOR. Necessary consumable, non-specialized equipment (e.g. mops, brooms and other hand tools) and cleaning supplies will be provided by the CITY to complete work projects.

**1.5 Vehicle.** The CONTRACTOR will provide a motor vehicle for transporting the work crew to the work site. The vehicle will be owned and maintained by the CONTRACTOR.

**1.6 Work Schedule.** The CITY shall establish a work crew schedule that anticipates using work crews on an as-needed, on-call basis subject to availability and schedule. Provided, however, CITY recognizes that CONTRACTOR retains the authority to adjust any work crew schedule. CITY will reimburse the cost of the officer's overtime if the crew is required to work beyond the standard workday, or beyond forty (40) hours in a week as prearranged. The CITY will reimburse the cost of the officer's holiday premium pay if work is performed on County holidays.

**1.7 Independent Contractor.** The CONTRACTOR, in the performance of this Agreement, is acting as an independent contractor and not in any manner as officers, employees or agents of the CITY.

**1.8 Reporting.** If requested, the CONTRACTOR agrees to provide monthly reports outlining hours of work each month and a general summary of activities performed. Requested reports will be provided to the CITY no later than the twentieth (20<sup>th</sup>) day of the following month during the term of this Agreement.

**1.9 Media Contact.** The CONTRACTOR and their agents agree to refer all media contacts relative to their work on this contract to CITY Public Information Officer.

## **ARTICLE TWO** **COMPENSATION**

**2.1 Services Fee.** The CITY shall pay the CONTRACTOR three hundred eighty-five dollars (\$385.00) per work crew, per day worked with a two (2) hour minimum, plus mileage at the current IRS rate. Any work performed on a holiday or in excess of forty (40) hours per work week will be billed at the appropriate Spokane County wage scale.

		Monday – Friday	Holidays and Officer OVT
5-8	Hours	\$385.00	\$450.00
4	Hours	\$217.00	\$250.00
3	Hours	\$169.50	\$193.75
2	Hours	\$121.25	\$137.50



**2.2 Invoices.** CONTRACTOR shall provide CITY with monthly invoices. CITY shall pay said invoices to the CONTRACTOR within ten (10) days of receipt of the monthly invoice.

### **ARTICLE THREE**

#### **TERM AND TERMINATION**

**3.1 Term.** The term of the Agreement shall begin January 1, 2022 and shall terminate on December 31, 2026.

**3.2 Termination.** Either party may terminate this Agreement for any reason whatsoever upon giving the other party thirty (30) days written notice of such termination.

**3.3 Handling of Property upon Contract Termination.** All purchases of equipment supplied by the CITY and deemed to be the property of the CITY shall be inventoried and kept separate from other CONTRACTOR property. Upon termination of this Agreement all equipment shall be returned to the CITY.

### **ARTICLE FOUR**

#### **QUALITY OF PERFORMANCE**

**4.1 Performance.** The CITY shall judge the overall quality of the work performed, and the sufficiency of records. If during the course of this Agreement, the services rendered do not meet the requirements of the CITY under this contract, upon written notification, the CONTRACTOR agrees to meet with CITY and mutually determine what steps are necessary to correct, modify and/or properly perform the services.

**4.2 Liability.** Each PARTY agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's employees relating to the performance of this Agreement.

### **ARTICLE FIVE**

#### **MISCELLANEOUS**

**5.1 Parties-In-Interest and Assignment.** This Agreement is binding upon and is for the exclusive benefit of the PARTIES hereto and their respective successors and assigns, and no person who is not a party hereto shall have any rights under this Agreement, either as a third-party beneficiary or otherwise. Neither party may assign this Agreement without the prior written consent of the other party.

**5.2 Entire Agreement.** This Agreement supersedes any and all prior oral or written agreements and understandings relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter hereof. All exhibits, addenda, schedules and appendices hereto, now or hereafter created, are incorporated into

this Agreement by reference and made a part hereof. The terms “hereof,” “herein” and like words shall refer to this Agreement in its entirety and shall include such exhibits, addenda, schedules and appendices. This Agreement cannot be amended or modified, except by a written agreement executed by the PARTIES hereto or their respective successors and assigns.

**5.3 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. A finding that any term or provision of this Agreement is invalid or unenforceable shall not affect the validity or enforceability of the remainder of this Agreement. Venue for any action arising out of this Agreement shall be in Spokane County.

**5.4 Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be binding when at least one counterpart has been signed by both PARTIES.

**5.5 General Guidelines for the Use of Offender Labor**

- A detailed scope of work will be established prior to any work performed. No work will be completed outside of this scope without review.
- The use of correctional crews is dependent on the availability of appropriate offender labor. Crew numbers are subject to change due to factors outside of CONTRACTOR’S control.
- Safety and security of staff, offenders and the public are always the priority. If there are conditions at the job site that create safety or security concerns for the supervising Officer then work may be delayed until resolved.
- Exposure to extreme temperatures may cause serious health problems. Hot/Cold weather safety protocols may impact crew work schedules and availability.
- Work Crews cannot perform the following tasks:
  - Activities that involve the use of pesticides or chemical agents – Household type cleaners may be used with appropriate PPE and access to safety information.
  - Activities that involve exposure, clean-up of body/bodily waste or biohazardous materials.
  - Activities involving the demolition or destruction of buildings, to include exposure to asbestos or suspected asbestos containing materials. This can include tile, carpeting, or ceiling tiles.
  - Activities performed in confined spaces, or take place four feet or more below ground level. This could include trench digging, sewers or working in tunnels.
  - Activities around electrical panels, electrical wiring or energized lines-overhead or underground.

- Activities that take place on roof tops or elevated platforms. To include any activity that takes place more than 10 feet above the ground.
- Operating equipment that requires certification or licensing.
- Safety briefings will be conducted prior to using any power equipment. Appropriate PPE will be provided and usage required.
- Any task not listed that may pose significant safety or security risks.
- Access to Work Crew services will be limited during the dates of the Spokane County Fair.

**BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY WASHINGTON**

**PASSED AND ADOPTED** by the Board of County Commissioners of Spokane County, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MARY L. KUNEY, Chair

ATTEST:

\_\_\_\_\_  
AL FRENCH, Vice-Chair

\_\_\_\_\_  
Ginna Vasquez, Clerk of the Board

\_\_\_\_\_  
JOSH KERNS, Commissioner

DATED: \_\_\_\_\_

**CITY OF SPOKANE**

ATTEST:

\_\_\_\_\_  
NADINE WOODWARD, Mayor

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

### **Scope of Work**

- A. CONTRACTOR will provide offender work crews and necessary supervisors as requested by the CITY, including but not limited to, the following departments:
1. Code Enforcement;
  2. Parks & Rec;
  3. Parks & Rec Golf;
  4. Parks & Rec Riverfront Park;
  5. Solid Waste Collection;
  6. Solid Waste Disposal;
  7. Neighborhood Services; and
  8. Engineering.
- B. The services provided to the CITY by the offender work crew shall consist of, but not limited to, the following:
1. Grounds keeping, including that of storm swales: planting, weeding, mowing, mulch removal or installation;
  2. Litter cleanup: service and reline garbage cans (excludes garbage or items inside porta potties);
  3. Cleanup tasks: community events on public or private properties consisting of litter pick up, sweeping and wash down;
  4. Graffiti abatement: paint over or remove graffiti;
  5. Moving or hauling tasks;
  6. Event preparation: set up and/or tear down as necessary;
  7. Basic non-skilled labor; and
  8. Snow removal.
- C. Required equipment:
1. Work gloves;
  2. Safety glasses;
  3. Ear protections (as applicable);
  4. Weed eaters;
  5. Shovels (spade and snow) and rakes; and
  6. Inclement weather clothing.
- D. CITY staff will coordinate directly with work crew supervisors as to time and place of work to be performed. It is preferred that the crew supervisor view the projects before the scheduled work for on-site assessment. CITY staff will accommodate crew supervisor's schedule.

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

04/11/2022

**Date Rec'd**

3/28/2022

**Clerk's File #**

OPR 2019-0841

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Cross Ref #****Contact Name/Phone**

CHRIS AVERYT 625-6540

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

CAVERYT@SPOKANECITY.ORG

**Bid #**

ITB 5121-19

**Agenda Item Type**

Purchase w/o Contract

**Requisition #**

VALUE BLANKET

**Agenda Item Name**

4490 VALUE BLANKET AMENDMENT FOR THE PURCHASE OF ANHYDROUS AMMONIA

**Agenda Wording**

Value blanket amendment for the purchase of anhydrous ammonia from Airgas Specialty Products, Inc. (Lawrenceville, GA) for the term beginning Jan. 1, 2020 through Dec. 31, 2022 for an additional cost of \$75,000.00 plus tax.

**Summary (Background)**

Anhydrous ammonia is used for emissions control at the WTE and maintains compliance with the Air Operating Permit. Airgas Specialty Products, Inc. was the low cost bidder for ITB 5121-19 for the purchase of Anhydrous Ammonia and was awarded a three year value blanket for \$696,000.00 plus tax. Due to current market conditions, rates have increased from the initial bid of \$.29/lb to \$.55/lb. With current usage rates, additional funds are needed to support the facility's needs through 2022.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 75,000.00

# 4490-44100-37148-53203

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

**Study Session\Other**

PIES 3/28/22

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM Kinnear

**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

rrinderle@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Value blanket amendment with cost for the purchase of anhydrous ammonia at the WTE.
<b>Summary (Background)</b>	<p>Anhydrous Ammonia is used for emissions control at the Waste to Energy Facility. It is required to maintain compliance with the Air Operating permit emission limits.</p> <p>On September 6, 2019 bids for ITB 5120-19 for the purchase of Anhydrous Ammonia were received and Airgas Specialty Products, Inc. of Lawrenceville, GA, was the lowest cost bidder. The initial term of the value blanket issued (VB301101-000) is for a three (3) year period beginning January 1, 2020 and spanning thru December 31, 2022. At the time the value blanket was issued, the annual usage was approximately 800,000 Lbs. at \$0.29/Lb., which would make for a total annual cost of \$232,000.00 and a three-year total of \$696,000.00. Due to current market conditions, rates have now increased to \$0.55/lb. With current usage, it is estimated that an additional \$75,000.00 will need added to the value blanket to support the facility's needs through the end of 2022. This will take the three-year total cost to \$771,000.00.</p>
<b>Proposed Council Action &amp; Date:</b>	Committee's consent to proceed with increasing the dollar amount of VB301101-000 on 3/18/22.
<b>Fiscal Impact:</b> \$75,000.00 Total Cost: <u>\$771,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The use of anhydrous ammonia as part of the WTE's emission control process is evident in the reading seen in the continuous emission monitoring system and annual stack testing.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Maintaining our emissions at or below the permitted and allowable levels supports the SAP while providing a necessary service to the citizens and our communities.

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

04/11/2022

**Date Rec'd**

3/28/2022

**Clerk's File #**

OPR 2017-0257

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Cross Ref #****Contact Name/Phone**

CHRIS AVERYT 625-6540

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

CAVERYT@SPOKANECITY.ORG

**Bid #**

RFB 4337-17

**Agenda Item Type**

Contract Item

**Requisition #**

CR 23499

**Agenda Item Name**

4490 CONTRACT AMENDMENT WITH COST FOR MECHANICAL REPAIRS AT THE WTE

**Agenda Wording**

Contract amendment with Knight Const. & Supply, Inc (Deer Park, WA) for mechanical repairs at the WTE from Apr. 1, 2021 through Mar. 31, 2022. An additional cost of \$25,000.00 is needed to pay the final bill of this contract.

**Summary (Background)**

The necessary scheduled and emergency maintenance work at the WTE requires specialized millwright skills. Knight Const. & Supply, Inc. was awarded the contract for this work and is currently on its last of four (4) possible extensions, which runs from April 1, 2021 through March 31, 2022 with a total cost not to exceed \$1,800,000.00 incl. tax. Due to unanticipated needs in 2021, an additional \$25,000.00 is needed to pay the final bill of the contract for a total cost of \$1,825,000.00.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 25,000.00

# 4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

**Study Session\Other**

PIES 3/28/22

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM Kinnear

**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

DocuSign: Dave Knight, dave@knightconst.com



## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Contract amendment with cost for mechanical repairs at the WTE
<b>Summary (Background)</b>	<p>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 &amp; Supply, Inc., of Deer Park, WA, was the only bidder. This contract is currently on its last of four (4) possible extensions, which runs from April 1, 2021 through March 31, 2022 with a total cost not to exceed \$1,800,000.00 including taxes.</p> <p>Due to unanticipated needs in 2021, an additional \$25,000.00 is needed to pay the final bill of the contract for a total annual cost of \$1,825,000.00 including taxes.</p>
<b>Proposed Council Action &amp; Date:</b>	Council consent to proceed with adding additional funds to the contract on 3/18/22.
<b>Fiscal Impact: \$25,000.00</b> Total Cost: <u>\$1,825,000.00</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  N/A	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

The WTE performs scheduled and periodic maintenance of the Facility to keep the equipment in a ready for use posture. This maintenance is performed throughout the year. This contract supports the efforts of the WTE to operate and maintain the components of its various processes in support of, and operating within the parameters of its permits, policies, and procedures.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Operating the WTE in a safe and conscientious manner supports the goals of the Comprehensive Plan and SAP by providing a necessary and viable means of disposing of MSW while generating electricity that supports the Utility that service the local communities.



**City of Spokane**

**CONTRACT AMENDMENT**

**Title: Mechanical Repairs At The City's  
Waste to Energy Facility (WTE)**

This Contract Amendment 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, additional funds are required to pay final bill, 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 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.

**1. EFFECTIVE DATE.**

This Contract Amendment shall become effective on April 1, 2021 and shall run through March 31, 2022.

**2. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**, and applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**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

22-061

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

04/11/2022

**Date Rec'd**

3/28/2022

**Clerk's File #**

OPR 2020-0418

**Renews #****Submitting Dept**

SOLID WASTE DISPOSAL

**Cross Ref #****Contact Name/Phone**

CHRIS AVERYT 625-6540

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

CAVERYT@SPOKANECITY.ORG

**Bid #**

PW ITB 5230-20

**Agenda Item Type**

Contract Item

**Requisition #**

CR 23498

**Agenda Item Name**

4490 ELECTRICAL MAINTENANCE AND TECHNICAL SUPPORT AT THE WTE

**Agenda Wording**

Contract renewal 2 of 4 with United States Electric Corp. (Olympia, WA) for high voltage electrical maintenance and technical support services at the WTE from May 1, 2022 through April 30, 2023 and a total additional cost of \$299,000.00 plus tax.

**Summary (Background)**

The WTE needs high voltage electrical support services to maintain continuous operations. On March 12, 2020 bidding closed on PW ITB 5230-20 for these services and United States Electric Corp. were the low cost bidder. The initial contract award was for \$90,000.00 and spanned from May 1, 2020-Apr. 30, 2021 with the option of four additional one-year renewals. This will be the second of those renewals with additional funds added for projects planned for this type of work in 2022.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ \$299,000.00

# 4490-44100-37148-54803-34002

Select \$

#

Select \$

#

Select \$

#

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

AVERYT, CHRIS

**Study Session\Other**

PIES 3/28/22

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM Kinnear

**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

rrinderle@spokanecity.org

DocuSign: Brady Malcom, brady@uselectriccorp.com

## Committee Agenda Sheet

### Public Infrastructure, Environment and Sustainability

<b>Submitting Department</b>	Solid Waste Disposal
<b>Contact Name &amp; Phone</b>	David Paine, 625-6878
<b>Contact Email</b>	<a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Contract renewal for high voltage electrical maintenance and technical support services at the WTE.
<b>Summary (Background)</b>	<p>The Waste to Energy Facility at times has need for electrical support services to maintain continuous operations. On March 12, 2020 bidding closed on PW ITB 5230-20 for high voltage electrical technical and maintenance support, scheduled and unscheduled, as-needed services. There were three (3) responses received; United States Electric Corporation of Olympia, WA, Industrial Support Service of Deer Park, WA and Electrical Utility Services LLC of Davenport, WA. After review of the submissions, United States Electric was deemed to be the lowest cost, responsive and responsible bidder.</p> <p>The initial contract award was for \$90,000.00 from May 1, 2020 to April 30, 2021, with the option of four (4) additional one-year contract periods. This will be the second of the four (4) optional renewals which will span from May 1, 2022 through April 30, 2023. Due to additional projects scheduled for this type of work in 2022, the estimated annual cost will need increased to \$299,000.00 plus tax.</p>
<b>Proposed Council Action &amp; Date:</b>	Committee consent to proceed with renewal 2 of 4 to OPR 2020-0418 on 3/28/22
<b>Fiscal Impact:</b> Total Cost: \$299,000.00 Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: 2022 SWD Budget  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring	

Other budget impacts: (revenue generating, match requirements, etc.)
<b>Operations Impacts</b>
<p>What impacts would the proposal have on historically excluded communities?</p> <p>N/A</p>
<p>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</p> <p>N/A</p>
<p>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</p> <p>The WTE requires testing predetermined and defined by NERC/FERC, internal policies and OEM guidelines. This testing typically happens every 5 years and is used to forecast a condition report for the electrical transmission components at the WTE.</p>
<p>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</p> <p>Operating the WTE in a safe a conscientious manner support the goals of the Comprehensive Plan and SAP by providing a necessary and viable means of disposing of MSW while generating electricity that supports the Utility that service the local communities.</p>



**City of Spokane**

**CONTRACT RENEWAL  
2 of 4**

**Title: HIGH VOLTAGE ELECTRICAL TECHNICAL  
AND MAINTENANCE SUPPORT**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **UNITED STATES ELECTRICAL CORP. OF WASHINGTON** whose address is PO Box 87, Olympia, Washington 98507, 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 perform HIGH VOLTAGE ELECTRICAL TECHNICAL AND MAINTENANCE SUPPORT, SCHEDULED AND UNSCHEDULED – AS NEEDED; and*

*WHEREAS, the initial contract provided for four (4) additional one-year renewals, with this being the second of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated May 7, 2020, any previous amendments, renewals and / or extensions / 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 Renewal shall become effective on May 1, 2022 and end on April 30, 2023.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **TWO HUNDRED NINETY-NINE THOUSAND AND 00/100 (\$299,000.00)**, excluding tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. 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.



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

**UNITED STATES ELECTRICAL CORP.  
OF WASHINGTON**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Certificate of Debarment  
Exhibit B – Pricing

22-058

**ATTACHMENT 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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / 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)

## EXHIBIT B



CITY OF SPOKANE - WTEF  
2900 S GEIGER BLVD  
Spokane, WA 99224-5400  
Phone 509 625 6527

		Base Year	First Opt Year	First Opt Year
OPR 2020-0418	High Voltage Electrical Technical And Maintenance Support; Scheduled and Unscheduled --As Needed	May 1, 2020 Through April 30, 2021	May 1, 2021 Through April 30, 2022	May 1, 2021 Through April 30, 2022
		Base Year	First Opt Year	First Opt Year
<u>UNIT PRICE TO BE INCURRED FOR SCHEUDLED/UNSCHEDULE D SERVICES</u>	<u>UNIT PRICE TO BE INCURRED FOR SCHEUDLED/UNSCHEDULED SERVICES</u>	<u>May 1, 2020 Through April 30, 2021</u>	<u>May 1, 2021 Through April 30, 2022</u>	<u>May 1, 2022 Through April 30, 2023</u>
Description	Estimated Hours, More Or Less, That Could Be Incurred in a or A Single Cold Iron Outage	Unit Price	Unit Price	Unit Price
Straight Time Rate	40 Hours (More or Less),	\$125 HR	\$135 HR	\$ 145.00
Time and a Half Rate	8 Hours	\$165 HR	\$180 HR	\$ 190.00 HR
Double Time Rate	12 Hours	\$195 HR	\$215 HR	\$ 230.00 HR
Emergency Time Rate	40 Hours (More or Less),	\$6 HR standby on call rate for 24 hr 90 minute response time (weather & Traffic)	\$10.00 HR standby on call rate for 24 hr 90 minute response time (weather & Traffic)	\$ 12.00 HR standby on call rate for 24 hr 90 minute response time (weather & Traffic)
Percentage Markup For Parts/Material Above Cost.		20%	20%	20%
Percentage Markup For Rental Equipment Above Cost.		20%	20%	20%
US Electric		NAME		Hayley Chappell
Hayley chappell hayley@uselectriccorp.com 360-915-6700 EXT 111		SIGNATURE		Hayley Chappell
brady uselectriccorp.com brady@uselectriccorp.com				
Phone 261 261 7035		DATE		02/24/2022

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

04/11/2022

**Date Rec'd**

3/10/2022

**Clerk's File #**

OPR 2022-0243

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

MARK PAPICH 625-6310

**Project #**

2018112

**Contact E-Mail**

MPAPICH@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

RFQ 5532-21

**Agenda Item Name**

4250-CONSULTING CONTRACT FOR NORTHEAST STORMWATER STUDY

**Agenda Wording**

Osborne Consulting Inc. has been selected to Northeast Stormwater Study.

**Summary (Background)**

Contract with Osborne Consulting for management, administration, and coordination of the Northeast Stormwater Study. A hydrologic study of this area is necessary to delineate the discreet problem areas and determine why the infiltration facilities and/or drywells aren't functioning as intended in order to identify potential solutions that would prevent localized flooding and provide water quality protection in the area.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 378,937.00

# 0

Select \$

#

Select \$

#

Select \$

#

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

DAVIS, MARCIA

**Study Session\Other**

PIES 3/28/22

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM Kinnear

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

mpapich@spokanecity.org

**Additional Approvals**

icmaccounting@spokanecity.org

**Purchasing**

ddaniels@spokanecity.org

mdavis@spokanecity.org

Signer: Tarelle Osborne -  
tarelle@osbornconsulting.com

ContractsAdministration@osbornconsulting.com

## Committee Agenda Sheet

### Public Infrastructure, Environment, and Sustainability

<b>Submitting Department</b>	Integrated Capital Management
<b>Contact Name &amp; Phone</b>	Mark Papich, 625-6310
<b>Contact Email</b>	mpapich@spokanecity.org
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Consulting Contract for NE Spokane Stormwater Study
<b>Summary (Background)</b>	<p>The northeast part of the City (see attached map for study area) is a generally underlain by sandy soils that are expected to drain well. Stormwater treatment facilities with drywells were installed in the area to manage stormwater, however; many (50+) have recently been determined to be functioning poorly. As such, several locations within the study area experience flooding during even moderate rain storms.</p> <p>A hydrologic study of this area is necessary to delineate the discreet problem areas and determine why the infiltration facilities and/or drywells aren't functioning as intended in order to identify potential solutions that would prevent localized flooding and provide water quality protection in the area.</p>
<b>Proposed Council Action &amp; Date:</b>	Approve the consulting contract for Osborn Consulting Engineers to perform the stormwater study.
<b>Fiscal Impact:</b> = \$378,937 Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Utility Rates-IC  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  <p>Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. We are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.</p>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  <p>N/A – This is a public works project to address stormwater flooding and water quality and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.</p>	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

The consultants work as part of this study will be to develop alternative solutions within the study area. These alternatives will be evaluated by both the consulting team and the City for the most cost effective solution(s) that addresses the problem.

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This project is identified in the 6-Year Capital Improvement Program as well as the annual budget.



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: NORTHEAST SPOKANE  
STORMWATER STUDY**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **OSBORN CONSULTING INCORPORATED**, whose address is 101 South Stevens Street, Suite 103, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to conduct the Northeast Spokane Stormwater Study, and*

*WHEREAS, the Consultant was selected through RFQu-5532-21.*

*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 April 1, 2022, and ends on December 31, 2023, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be renewed by agreement of the parties.

**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 Consultant's Proposal dated December 20, 2021 attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this 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 **THREE HUNDRED SEVENTY-EIGHT THOUSAND NINE HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$378,937.00)**, excluding tax, if applicable, 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 Consultant shall submit its applications for payment to City of Spokane Integrated Capitol Management Department, 808 West Spokane Falls Boulevard, 2nd Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Consultant's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Consultant 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 markup. 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 [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 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 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 to the extent caused by 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.**

Notwithstanding anything to the contrary, City will maintain the confidentiality of Consultant's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Consultant's materials or information and the City determines there are exemptions only the Consultant can assert, City will endeavor to give Consultant notice. Consultant will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Consultant does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the 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 thirty (30) 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 thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) 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 an Exhibit. 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 Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**OSBORN CONSULTING INCORPORATED**

**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 – Consultant's Proposal date December 20, 2021

22-063



**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

# NORTHEAST SPOKANE

## STORMWATER STUDY





## TEAM CONTACT

Josh Van Wie, PE  
Project Manager  
509.867.3654 x 306  
joshv@osbornconsulting.com

## TABLE OF CONTENTS

Letter of Submittal .....	1
<b>Technical Proposal:</b>	
Project Understanding.....	2
Overview of Approach.....	3
Work Plan & Schedule .....	4
Creative Solutions .....	10
<b>Management Proposal:</b>	
Team Introduction .....	11
Internal Controls .....	12
Team Roles, Responsibilities, & Qualifications .....	13
Stormwater Planning Experience .....	18
References.....	22
<b>Appendix A: Resumes</b>	

## SUBCONSULTANT

**GEOENGINEERS**   
523 E 2nd Ave, Spokane, WA 99202

## FIRM INFORMATION

**Legal Status: Subchapter S Corporation**  
**Certified WBE/DBE Firm**  
**Offices in Spokane, Bellevue, Seattle, & Bellingham**  
**No Previous City of Spokane Employees**  
**17 Years in Business**  
**73 Employees**  
**31 Professional Engineers**  
**12 Engineers-in-Training**  
**6 Landscape Architects / Urban Designers**  
**1 O&M Stormwater BMP Certified Engineer**

City of Spokane  
Submitted Via Online Procurement System Portal  
Attn: Members of the Selection Committee

December 20, 2021

### RE: RFQu 5532-21 NORTHEAST SPOKANE STORMWATER STUDY

Dear Members of the Selection Committee,

The City of Spokane's (City) goal of developing a stormwater basin plan to address poorly functioning drywells in the Northeast Spokane area will allow the City to meet the Washington State underground injection control (UIC) Rule requirements, reduce flooding, and improve water quality. Having recently completed the stormwater basin planning for the Northwest Spokane Basin, the Osborn Consulting, Inc. (OCI) Team is eager to continue our work supporting the City's planning efforts. OCI is a stormwater management firm with the technical skills and experience necessary to develop a plan that meets the City's objectives, the UIC Rule, the National Pollutant Discharge Elimination System (NPDES) permit, and local requirements. We have teamed exclusively with GeoEngineers in order to leverage their unique understanding and experience with drywells as well as the geotechnical conditions in the study area. Our team offers the City the following benefits:

**A project team focused on delivering stormwater projects for the City.** Our Project Manager, Josh Van Wie, PE, has a strong track record of delivering innovative stormwater planning and modeling projects. Our Principal-in-Charge, Aimee Navickis-Brasch, PhD, PE, has an unparalleled understanding of the UIC Rule and NPDES Permit requirements and regularly works with Josh on stormwater projects. They have working experience applying the UIC Rule requirements to EWA projects and understand how to deliver for their clients by utilizing Josh's depth of modeling and planning experience and Aimee's insights into the complex regulatory process in EWA. The OCI Team will utilize our recent, relevant experience to develop customized solutions for the NE Spokane Basin.

**A team with specialized experience in hydrogeology and drywells.** GeoEngineers brings a strong understanding of the transition of stormwater to groundwater via swales, drywells, ponds and ditches, having participated in hundreds of stormwater management projects for cities, counties, and private developers. Their experience was vital as the hydrogeologic and geotechnical lead for the 2019 Stormwater Management Manual for Eastern Washington (SWMMEW) update as well as the initial technical investigation that developed the Spokane 200 Method for estimating the normalized outflow rates for drywells. The results of this investigation are still used today in the Spokane Regional Stormwater Manual (SRSM) and their work is listed as one of the benchmark studies for continued research that is referenced in the SWMMEW and the WSDOT Highway Runoff Manual.

**A dedicated stormwater team in Spokane.** OCI has the largest team of stormwater staff located in the Spokane area, with seven full-time stormwater engineers. Our team is knowledgeable in local conditions and experienced in developing basin plans by applying local requirements, including the SRSM, UIC Rule, and sole source aquifer protection requirements. We are also experienced with the City's GIS system, maintenance practices and staff, and hydraulic and hydrology models through assessing current and future conditions to develop actionable plans for the City. The OCI Team will leverage this experience to streamline data collection and analysis, saving the City time and budget.

I acknowledge that the OCI Team will comply with all terms and conditions set forth in the RFP, unless otherwise agreed upon by the City and that our team meets the minimum requirement of five years of stormwater management experience. We are available to start work under this contract immediately and look forward to working with the City on this important project. Thank you for your consideration.

Sincerely,



Josh Van Wie, PE  
Project Manager  
Osborn Consulting, Inc.



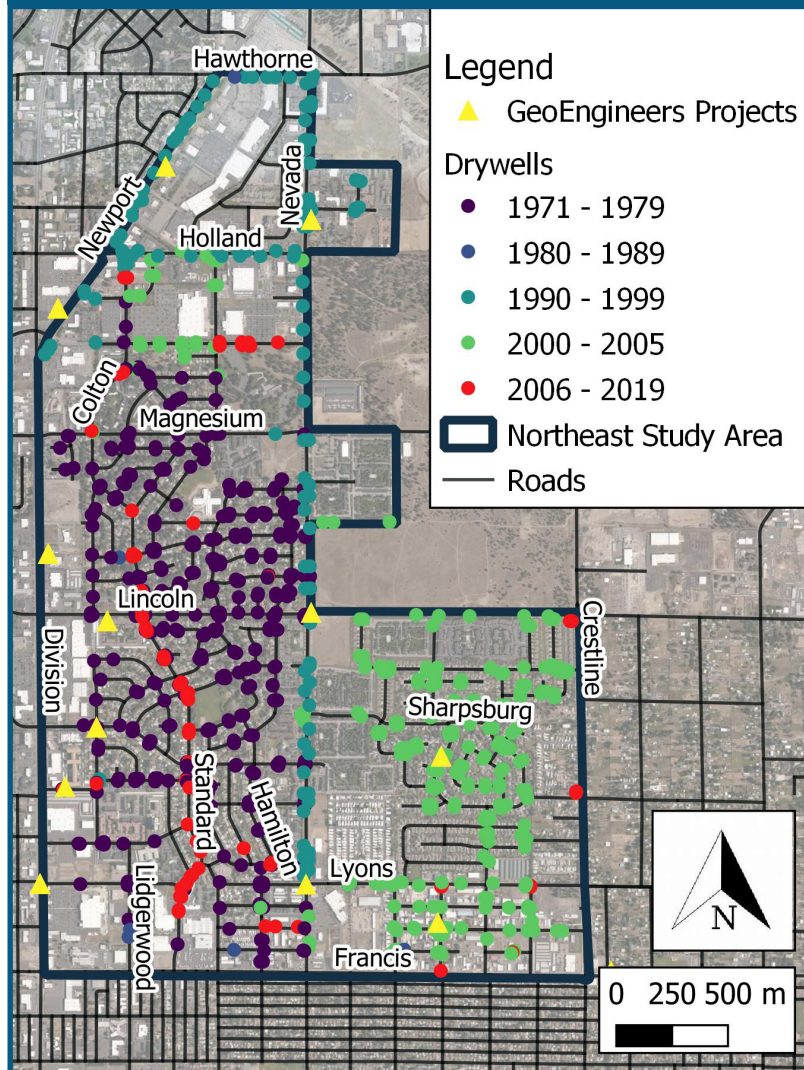
Aimee Navickis-Brasch, PhD, PE  
Principal-in-Charge  
Osborn Consulting, Inc.

## PROJECT UNDERSTANDING

The goal of this project is to perform a hydrologic stormwater study focusing on the northeast portion of the City of Spokane. The study area is generally underlain by sandy soils that are expected to drain well and stormwater runoff has traditionally been managed by drywells (see [Figure 1](#)). However, the City has reported that over 50 drywells are currently functioning poorly and several locations experience flooding during even moderate rainstorms. There are also known water quality issues, as most drywells in the area were built prior to the Washington State UIC Rule, which governs all drywells in this area that are not part of the City's MS4 system and requires water quality treatment to meet the non-endangerment standard for groundwater. This study will identify discreet problem areas and causes, complete field investigations, including infiltration testing and geotechnical borings, and develop solutions to prevent localized flooding and provide water quality protection in line with current UIC Rule requirements.

OCI and GeoEngineers have completed an initial evaluation, including site visits to the study area, review of GIS drywell data, and review of publicly available soils information. Additionally, GeoEngineers has strategized with the City previously on individual drywell failure sites in the specific project area, including Colton Street, Cozza Avenue, Jay Street, and Hill N' Dale Park. Based on data review and past work by GeoEngineers, the drywell issues may be a result of outdated design requirements, maintenance issues, and drywells that have reached the end of their designed lifespan. Many drywells in the area were constructed between the 1970s and early 2000s, which was prior to the adoption of the updated 2006 Washington State UIC Rule, development of the Spokane Regional Stormwater Manual (SRSW), and current City design standards. It was observed that water quality treatment is only provided in some cases (see [Figure 4 on Page 4](#)), and that runoff often drains either through catch basins to drywells or directly to drywells from pollution generating impervious surfaces (roadways and parking lots). This can result in a shortened life cycle for the drywells as pre-treatment reduces the solids loading to the facility.

Figure 1. Basin map with study area, existing drywells, and locations of previous work by the project team. Specific study area limits will be confirmed and updated as part of the study based on review of drywell issues.



## OVERVIEW OF APPROACH

The City has identified several key objectives for this project, highlighted below. Our team's approach to meeting these objectives will provide drainage solutions for the Northeast Spokane area while offering the added benefit of a reproducible methodology that can be applied to other areas in the City with similar issues. We plan to execute a strategy that includes preliminary data review and creation of a drywell inventory to identify locations for field testing, then use targeted collection of infiltration and geotechnical field data and a tiered solution approach that provides the City with the most efficient solution for each location.

To ensure our approach is designed in a way that will achieve the City's objectives for this project, we have developed the critical path steps, (Figure 2), an overview of our specific approach to meeting each objective below, and a detailed Work Plan for each task (Pages 5-8).

## PROJECT OBJECTIVES

### Define Requirements & Level-of-Service Goals.

**Approach to Meeting Objective:** Define requirements that will guide the study (Task 3), including water quality treatment requirements, UIC Rule standards, and infiltration capacity needed to minimize flooding. We will review all relevant guidelines and meet with the City to confirm the requirements before starting work to ensure a shared understanding. We will also facilitate public engagement to collect additional information on problem areas.

### Develop Drywell Inventory to Identify Poorly Functioning Facilities.

**Approach to Meeting Objective:** Develop an inventory of existing drywells (Task 4) and known problem areas by reviewing City GIS data, coordinating with Wastewater Management staff, and reviewing drainage complaints. Target drywells will be identified for field reconnaissance to observe conditions and/or perform infiltration testing.

### Complete Geotechnical Field Work to Characterize Soils.

**Approach to Meeting Objective:** Perform geotechnical investigations (Task 5) to determine controlling geologic conditions, develop recommendations for infiltration capacity, and assess feasibility of potential solutions. This will include a geotechnical report that will be incorporated into the study.

### Develop Solutions & Concepts for Poorly Functioning Facilities.

**Approach to Meeting Objective:** Use results of the field investigations to divide drywells into categories based on the level of repair needed and create custom alternatives for each category (Task 6). Hydrologic and hydraulic modeling and viability for long-term maintenance will be used to analyze and refine alternatives. Solutions will be developed into a program that can easily be scaled and implemented for a small or large number of drywells.

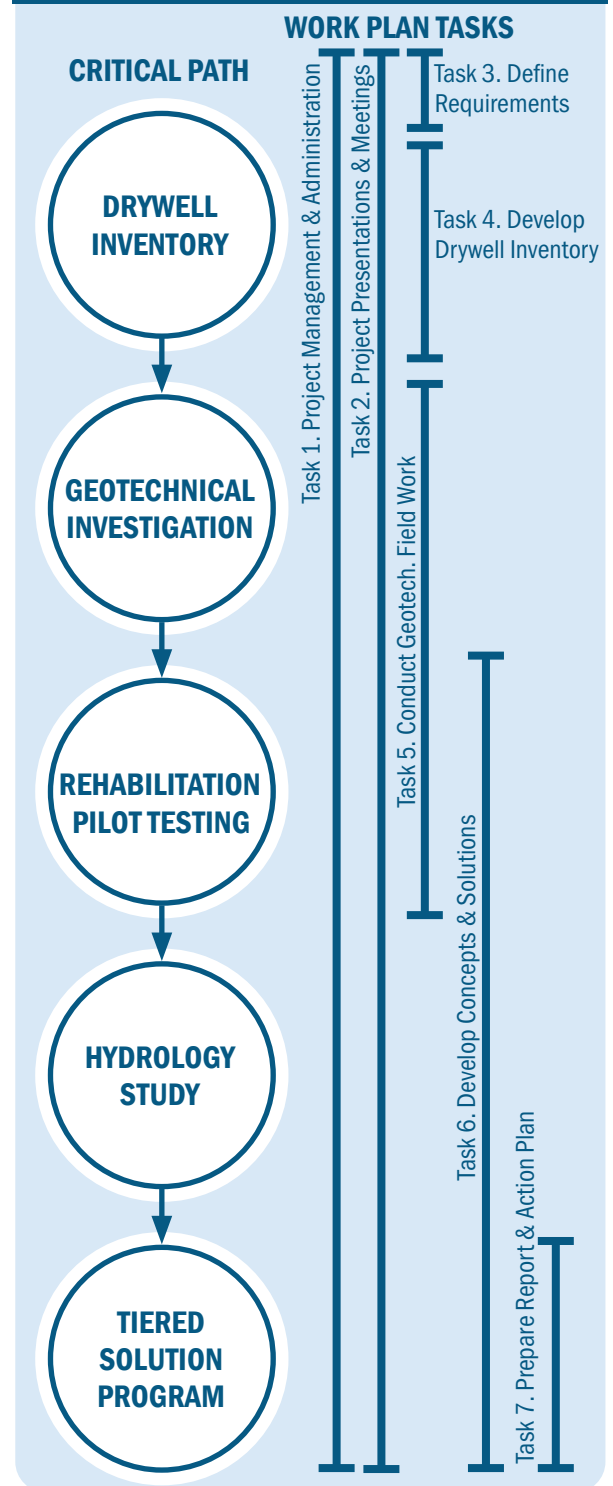
### Develop a Final Report Summarizing Work Complete & an Action Plan for Implementing Solutions.

**Approach to Meeting Objective:** Prepare a report that is concise and reader friendly. The report's action plan will include project prioritization and suggestions for aligning construction with City budgets and other planned City construction projects (Task 7).

### Optional Objective: Develop Concept for Regional Water Quality Facility.

**Approach to Meeting Objective:** Develop a concept design (Task 6) for a centralized treatment and infiltration facility to meet current water quality treatment requirements. This could potentially be beneficial in areas with wide-spread drywell failures.

Figure 2. Overall Steps to Achieving Project Goal.





## WORK PLAN & SCHEDULE

Proposed project tasks, including deliverables and expectations from the City to help keep the project on schedule, are provided in the following Work Plan section (Page 5). A proposed schedule outlining each task and key milestones is provided in Figure 3.

Figure 3. Preliminary Project Schedule

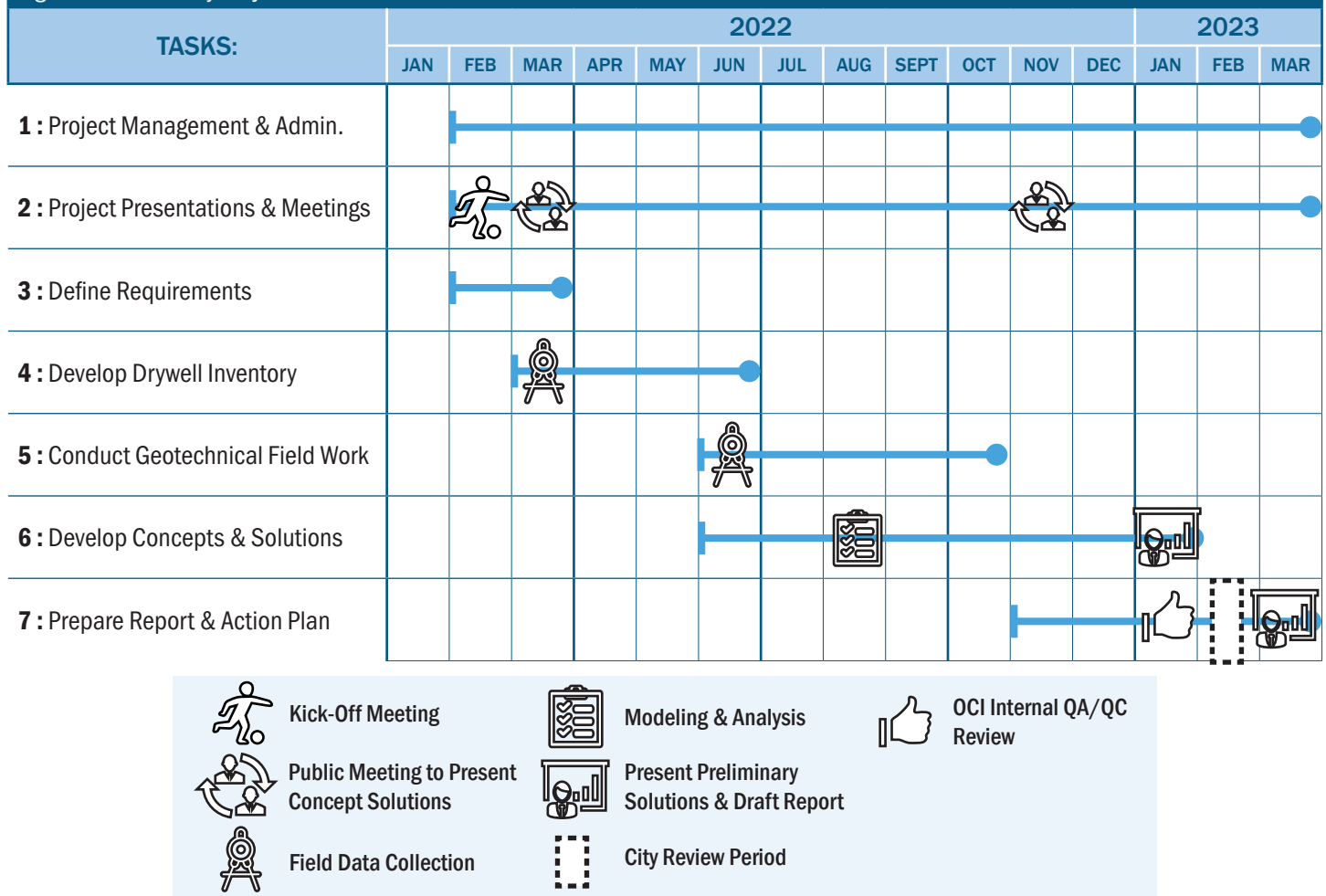


Figure 4. Example drywells in the NE study area with water quality treatment (left) and without treatment, where roadway runoff is collected in catch basins that discharge directly to drywells (right). Drywells without water quality treatment are likely to have a reduced lifespan due to sediment and pollutant buildup.

## WORK PLAN

### TASK 1 | PROJECT MANAGEMENT & ADMINISTRATION

*This task covers the management, administration, and coordination of the work.*

Your primary point of contact with prime responsibility and final authority for OCI's work will be Project Manager, Josh Van Wie. To clearly define the project management elements, Josh will develop a Project Management Plan (PMP) that is customized with the City during the project kickoff meeting and through other discussions with the City. See the Management Proposal ([Page 11](#)) for more details.

#### OCI DELIVERABLES:

- Monthly Progress Reports (status of work completed/anticipated & budget)
- Project Schedule & Schedule Updates

#### CITY INVOLVEMENT:

- Input on Scope, Schedule, & Budget Needs/Changes

### TASK 2 | PROJECT PRESENTATIONS & MEETINGS

*This task focuses on meetings and presentations with the City, stakeholders, and the public. Meetings will be scheduled at key decision points or critical times for information sharing.*

Anticipated meetings for this project include:



**Project Kick Off Meeting** with stakeholders and OCI key staff to review the study goals/objectives, collect additional information about the study area, review the approach, and discuss the project schedule. Additional details are located in the Management Proposal section ([Page 12](#)).



**Monthly Check-in Meetings** with the City to discuss project status and collected feedback from the City on work plans, concepts, and draft documents.



**Community Outreach** is important to the success of planning projects in residential and commercial subdivisions. We recommend engaging property owners early since they are intimately familiar with the current drainage issues and will be impacted by the final solutions and construction. Ideally, these meetings are held face to face, however due to COVID-19, an online format can provide an effective and low-cost alternative for informing property owners and collecting comments. Virtual meetings may also facilitate a more equitable approach for all community members to provide feedback. We have hosted successful open houses using both formats.



**Stakeholder Presentations** are critical for coordinating with stakeholders and collecting their feedback. We have found the most effective method for collecting stakeholder input is through informal presentations. We recommend holding stakeholder meetings after problem areas and concepts/solutions have been identified (Task 6) and before finalizing the report (Task 7).

#### OCI DELIVERABLES:

- Meeting Agendas, Notes, & Action Items
- Community Outreach Fliers/Exhibit Maps
- Coordination with City Web Developers
- PowerPoint Presentations

#### CITY INVOLVEMENT:

- Attend Presentations & Meetings
- Coordinate with Stakeholders & Public



#### Creative Approach: Integrated Stakeholders

From our experience working with the City, we understand and appreciate the Integrated Clean Water Plan and how effective stormwater planning requires collaboration with multiple City departments. Through this study, we will integrate City departments other than Integrated Capital Management as needed, such as Water, Wastewater Management, Streets, and Parks and Recreation. Stakeholder input is important for identifying priorities for selecting preferred concepts/projects (Task 6) and developing an action plan for implementation. For example, by involving Streets staff, we can plan stormwater construction to align with planned roadway projects to reduce the City's overall construction costs.

#### Proven Experience: Community Outreach

The OCI Team has the added benefit of an in-house community outreach specialist, Alissa Grieves (resume on [Page A18](#)), who will support efforts to engage the public to inform our plan.

Alissa recently coached the OCI Spokane stormwater staff to prepare for several public meetings with property owners in the West Terrace basin area ([Page 20](#)). Alissa's guidance included setting up several stations and exhibits for an in-person meeting with OCI staff that encouraged the public to flow through the room from station to station. This approach facilitated an effective environment for listening to and answering community questions. Alissa also coached the OCI Team in leading online community meetings through Zoom. These meetings were effective at gathering community input and were appreciated by the client.



Figure 5. West Terrace public open house (Josh pictured second from left)



## TASK 3 | DEFINE REQUIREMENTS

*This task focuses on defining current local requirements and service level goals to guide development of this study.*

Local requirements are expected to include the EWA NPDES Phase II MS4 Permit, the SRSM (including sole source protection), the UIC Rule (173-218 WAC), City ordinances, and the EWA Ecology Stormwater Manual. Prior to beginning project work, we will develop a summary of the applicable requirements that may influence our study approach. For drywell assessment, this will include determining assessment, treatment, and retrofit requirements that may be applicable to meet the UIC Rule non-endangerment standard, other Ecology manual requirements, and aquifer protection standards. Assessing the contributing basin area will include determination of design storms, hydrologic analysis methods, and conveyance requirements.

We will present the draft requirements to the City to collect their feedback and identify any additional service-level goals the City would like to include in the study. The City's approval of the requirements prior to starting work will ensure a shared understanding of the requirements that will guide this study. The defined requirements will provide the criteria we will use to perform the drywell and geotechnical assessments, identify poorly functioning facilities, and develop concepts and solutions (Task 6).

### OCI DELIVERABLES:

- Summary of Requirements Applicable to the Study, Including Service Level Goals

### CITY INVOLVEMENT:

- Review Draft Requirements, Provide Feedback, & Define Service Level Goals



### *Creative Approach: Staying Current with the City's Stormwater Manual*

While the City follows the SRSM (as opposed to the EWA Ecology Stormwater Manual) we are aware that the City is in the process of updating the SRSM to align with the 2019-2024 NPDES permit. Aimee Navickis-Brasch has attended planning meetings for updating the SRSM with the City, County, and the City of Spokane Valley and is aware of potential manual updates and where information from the Ecology Manual may be needed to develop our plan and concept solutions. As Principal-in-Charge, Aimee will guide the project team to verify these specific items and apply her knowledge of both manuals to assist the OCI Team with developing a stormwater plan that aligns with the City's most current requirements.

## TASK 4 | DEVELOP DRYWELL INVENTORY

*This task focuses on collecting and evaluating existing data, developing a drywell inventory to guide field assessments, and completing field assessments to identify poorly functioning facilities.*

Our team will develop a drywell inventory as the first step in identifying the cause (or causes) underpinning poorly functioning drywells. Drywells can function poorly as a result of several factors. Based on GeoEngineers' drywell experience, some common factors we will consider include:

- Controlling geologic conditions could consist of low permeability native soils surrounding the infiltration facility and/or an elevated groundwater table caused by mounding and/or seasonal groundwater level rise.
- Facility degradation could be caused by debris, siltation of components of the infiltration facility (gravel envelope, geomembrane, etc.), vegetative growth, or other factors.
- Contributing Drainage Area Design: Stormwater infiltration facilities can also become overwhelmed if the basin area is modified after the initial construction, resulting in additional runoff routed to a facility from a new development or a modification to the existing conveyance system.

To identify causes, we will review existing data and compile the drywell inventory.

**Review Existing Data.** To evaluate geologic controls on drywell performance, GeoEngineers will review their in-house files and other readily-available public databases for existing subsurface information within the study area. GeoEngineers also will review existing subsurface data and geotechnical reports provided by the City. Priority will be given to data and reports containing detailed subsurface logs, sieve analysis results, and/or field infiltration test data. Pertinent information will be catalogued and added to the GIS database in a separate GIS layer. We will create GIS-based maps showing depth to groundwater and thickness of highly permeable material (for example, with fines content less than five percent) within the study area. These maps can be juxtaposed with drywell performance information to establish relationships between geologic conditions and drywell performance.

### OCI DELIVERABLES:

- Inventory of Collected Data
- Drywell Inventory
- Composite Map of Subsurface Data

### CITY TASKS:

- Provide Data Requested
- Review & Provide Comments on Draft Documents



GeoEngineers will provide geotechnical and hydrogeologic services, primarily responsible for Tasks 4 and 5.

**Key Staff:** Dave Lauder, PE (Geotechnical Engineer); Teresa Dugger, PE (Geotechnical Engineer); Jonathan Rudders, LG/PG, LHG, CWRE (Hydrogeologist)

**Address:** 523 E 2nd Ave, Spokane, WA 99202

## DRYWELL INVENTORY

**Compile Drywell Inventory.** We will first compile a GIS inventory of existing drywells and identify known problem areas based on City maintenance information and historic drainage complaints. We will then add information about drywell degradation by working with the City to review drywell conditions in the study area. We propose to perform interviews and field visits with City maintenance staff who have on-the-ground knowledge of problem areas to identify a representative subset of drywells for targeted reconnaissance. Once the target drywells are identified, the project team will perform a visual (above-ground) reconnaissance, preferably immediately following a storm event to collect the following information:

- Drywell design (single-depth, double-depth, etc.).
- Age, inlet configuration, adjacent road condition, and presence of pretreatment.
- Current drywell depth and apparent condition.
- Presence/apparent composition of debris.
- Presence/depth of standing water.
- Apparent signs of ground surface flooding adjacent to drywell.

We will create GIS-based maps showing: (1) the locations and spatial density of drywells with visual evidence of poor infiltration performance and/or degradation; and (2) the observed depth to standing water in study area drywells. See **Figure 6** for an example of how a similar map was developed and used for a past City of Spokane project to visually indicate locations where there were or were not stormwater infiltration opportunities.

Based on the data review, drywell inventory, and associated mapping, we will divide drywells into categories based on drywell configuration (e.g. with/without pre-treatment), performance issues, and geologic conditions. Representative drywells from each category will then be selected for field testing and pilot rehabilitation (Task 5).

### Proven Experience: Geotechnical Evaluation

Aimee Navickis-Brasch (proposed Principal-in-Charge) worked with the City in 2018 to develop a stormwater plan for retrofitting the University District. She coordinated with GeoEngineers to develop a composite map (**Figure 6**) of the geotechnical data (site suitability map for locating infiltration BMPs) that visually indicated locations where stormwater infiltration opportunities exist and where they don't. This approach allowed the consultant team to quickly identify potential sites for retrofitting as well as select where to locate infiltration BMPs and where to include underdrains beneath treatment BMPs. An added benefit, the City can use the map for future work in the basin after the study is complete.

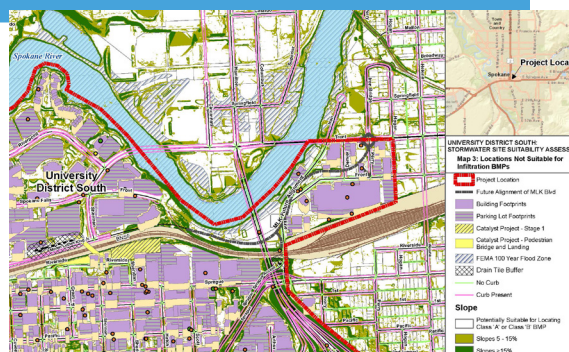


Figure 6. City of Spokane University District BMP Site Suitability Map, developed by OCI Team members.

## TASK 5 | CONDUCT GEOTECHNICAL FIELD WORK

*This task focuses on field work needed to provide the City with an optimal strategy for improving stormwater infiltration performance within the study area.*

The field activities described below will be used to create a flowchart (Task 6) to help the City identify where rehabilitation, replacement of drywells in-place, or re-routing stormwater to an alternative location is the most feasible solution.

### OCI DELIVERABLES:

- Geotechnical Report

### CITY INVOLVEMENT:

- Review & Provide Comments on Draft Geotechnical Report

## GEOTECHNICAL INVESTIGATION

**Geotechnical Investigation.** GeoEngineers will conduct supplemental explorations to fill data gaps that limit our understanding of the cause of poor drywell performance. Explorations will be used to determine if controlling geologic conditions are causing observed zones of poor infiltration, to assess feasibility of drywell rehabilitation or replacement, and to evaluate possible alternative locations for infiltration facilities. Explorations will consist of either drilled borings or test pits, the number of which will be developed in consultation with the City. Selected exploration methods for a given location will depend on a number of factors, including site access and disturbance constraints, as well as target exploration depths. We also will conduct field infiltration testing (test pit or borehole infiltration tests) to assess current infiltration capacity in areas of historic flooding and proposed alternative infiltration facility locations.

## REHABILITATION PILOT TESTING

**Rehabilitation Pilot Testing:** For areas where we anticipate that drywells may be rehabilitated through cleaning and maintenance, we will conduct pilot testing to observe improvements in performance. We will coordinate with the City to conduct drywell exfiltration testing both pre- and post-cleanout to assess the efficacy of rehabilitation for existing drywells. Given the size of the study area and the large number of existing drywells within the study area, testing a significant number of drywells or is not feasible. We anticipate coordinating with the City to develop a testing protocol to identify specific drywells or areas to conduct the pilot rehabilitation. For areas with favorable improvements, we will develop an ongoing rehabilitation program (Task 6).

## TASK 6 | DEVELOP CONCEPTS & SOLUTIONS

*This task focuses on completing a basin hydrology study and developing a tiered solution program for the problem areas identified during Tasks 4 and 5.*

### HYDROLOGY STUDY

Hydrologic and Hydraulic modeling will be used to support development of solutions by quantifying the amount of runoff from the contributing basin area for each solution. OCI will either work with an existing model provided by the City or construct a new model if needed using the EPA Stormwater Management Model (SWMM). Model parameters will be verified by reviewing GIS data and record drawings to confirm the model represents existing conditions following the study requirements (Task 3). Field visits will be completed as needed to verify parameters such as basin boundaries or control structure hydraulics for stormwater facilities. Once the model is developed, it will be used to assess the solution alternatives by modeling runoff to rehabilitated drywells, regional infiltration facilities, or other solutions and confirming the facilities have adequate infiltration capacity based on infiltration testing and geotechnical data (Task 5).

### TIERED SOLUTION PROGRAM

Our team will develop a tiered solution program that includes different levels of solutions starting with rehabilitation of existing drywells, then progressing to replacement of drywells in their existing location, and ending with re-routing runoff to new facilities for the worst-case scenarios. The solution program will be formatted into a flow chart (see [Figure 7 on Page 9](#)) that can be easily applied to all locations in the study area.

We will then develop conceptual-level plans and planning-level cost estimates for capital improvement projects (CIPs) that will come out of the solution program. At OCI, we understand the importance of accuracy in planning-level cost estimates, as the City relies on them to budget for future projects. OCI has an excellent track record of developing accurate planning-level costs for our public clients that also account for long-term maintenance.

After developing the tiered solution program and cost estimates, OCI will meet with the City to review the program, collect the City's feedback, and refine the solutions. For locations with multiple alternatives, we will collaborate with City staff to review the benefits of each alternative and will provide a recommendation for a selected alternative. OCI will coordinate with the City to develop a process for prioritizing projects for implementation. This may include prioritizing projects based on most significant issues, scheduling construction to align with planned roadway construction projects, or developing a formal process (such as a rubric) for ranking projects based on the City's priorities and goals.



### Creative Approach: Versatile Solution Program

We anticipate the final solution program from this project will include procedures, flow charts, and a tiered set of solutions that can be applied to similar problem areas throughout the City. Having this template program for drywell maintenance and rehabilitation will provide the City with a sustainable tool to use in the future. OCI has used this approach to save our clients future time and budget, such as the pipe repair prioritization program developed for the City of Shoreline ([Figure 8 on Page 10](#)).

### OCI DELIVERABLES:

- Draft/Final List of Concepts/Solutions
- Project Summaries Including Conceptual Schematics (if needed)
- Planning-Level Cost Estimates for Report
- Process for Prioritizing Projects
- Table Summarizing All Projects Including Cost/Schedule for Design/Construction

### CITY INVOLVEMENT:

- Review & Provide Input on Action List

## TASK 7 | PREPARE REPORT AND ACTION PLAN

*The purpose of this task is to develop an action plan that the City can use to implement solutions from this study.*

The report will document an overview of the work completed, assumptions and approach to modeling and selecting concepts/solutions, and final recommendations. The report will also include an action plan for implementing the results from the study, including project prioritization and suggestions for aligning project construction with other planned City projects. OCI will develop a draft, revised draft, and final plan, integrating comments from the City and stakeholders. The document will be concise and reader-friendly for City staff to easily implement.

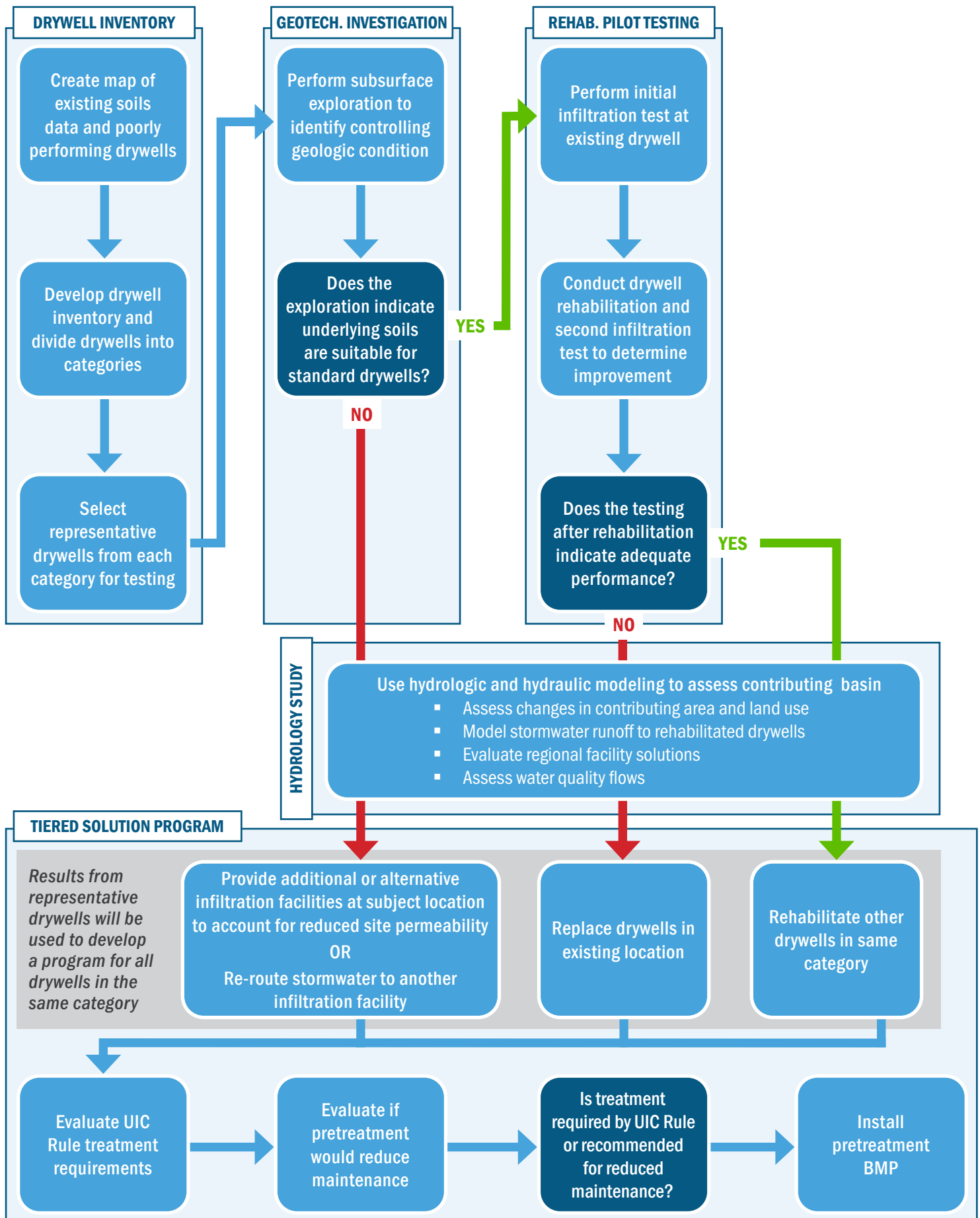
### OCI DELIVERABLES:

- Report Outline
- Draft, Revised Draft, & Final Basin Plan Report / Action Plan

### CITY INVOLVEMENT:

- Review & Feedback for Deliverables
- Resolve Comments from City Reviewers

Figure 7. Drywell Improvement Flow Chart





# CREATIVE SOLUTIONS

## PRIORITIZATION PROCESS

With more than 50 drywells not functioning as they should be, the site prioritization process to strategically plan for repairs is critical. OCI has supported several public agencies in developing a prioritization process for stormwater infrastructure repairs, which has led to streamlined planning and saves time and budget when it comes to investigating and repairing sites in order of importance. As our team investigates the failing drywells, we can develop a system for ranking facilities in order of priority for repairs. This system could be used by the City to address other basins in need of stormwater infrastructure repairs and replacements.

## SHARED STORMWATER SPACE

Friendship Park may potentially offer a location for a centralized stormwater facility, making use of public space. Many drywells near the park were constructed in the 1970s. If it is found that drywells around the park are failing, we could evaluate the potential for a regional facility at the park.

OCI's in-house landscape architects have extensive experience blending stormwater facilities with creative opportunities for human and nature interaction. Friendship Park could provide an opportunity to provide water quality treatment and/or infiltration of stormwater in a surface or subsurface facility (Figure 10), with open space for the park with pathways above.

Figure 9 is a rendering prepared by OCI landscape architects for shared-use stormwater park space, an option that could be considered for the Northeast Spokane basin. A subsurface infiltration facility could exist beneath this shared-use park. Incorporating multi-use function of the site will enhance and maximize the benefits provided to the community for years to come. Maintenance considerations will be included in the design to complement the surface aesthetic.

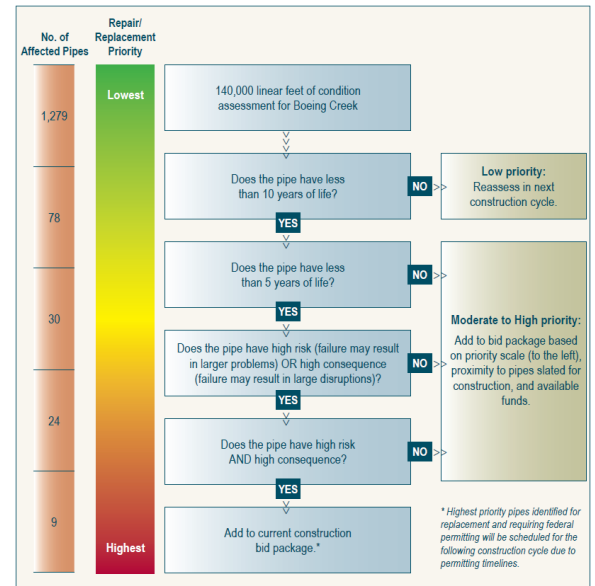


Figure 8. OCI developed this risk-based prioritization method used for the City of Shoreline Storm Repairs. A similar method could be developed for the City of Spokane for use in this basin and future basin improvement programs.

Figure 9. Concept for Shared Use, Multi-Benefit Solution



Figure 10. Option for subsurface infiltration facilities.

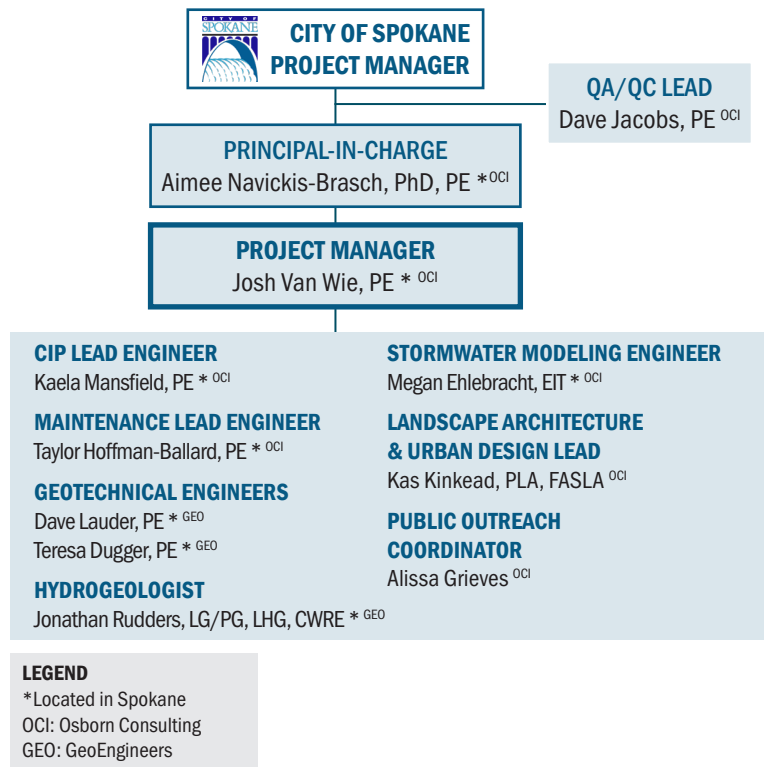
# MANAGEMENT PROPOSAL

## TEAM INTRODUCTION

As Project Manager, Josh Van Wie will have prime responsibility and authority for the OCI Team's work. He has carefully selected team members that have experience with City of Spokane and stormwater basin planning to deliver the NE Spokane Stormwater Study. Together, they will analyze current conditions and develop effective, practical solutions to address the drywells and overall stormwater management in the basin. **Figure 11** identifies the roles assigned to each team member who will contribute to the study. Details regarding each team member's responsibilities and qualifications can be found in the following pages, including individual's availability and summary of skills in **Table 1** and full resumes describing relevant experience in **Appendix A**. We are committed to ensuring the staff identified in this proposal will perform the assigned work.

As a management team, Josh is supported by our Principal-in-Charge, Aimee Navickis-Brasch. Josh and Aimee have delivered multiple stormwater plans and designs for EWA clients in recent years, including the Northwest Spokane Stormwater Basin Plan. They work well together to understand client's needs and expectations, starting with the end goal in mind from the first project kick-off meeting. They are well-versed in the UIC Rule, the EWA Municipal Phase II Permit, and City of Spokane stormwater requirements, bringing recent experience coordinating with and delivering projects with City staff and stakeholders. They have extensive experience applying these requirements to a variety of projects, including design, planning, policy development, and research. ***We offer a streamlined team organization model that provides the City with direct access to our technical resources, who will work together to plan for a sustainable future of the NE Spokane basin.***

Figure 11. Team Organization Chart.



## TEAM MEMBER FIRMS

Osborn Consulting, Inc. (OCI), founded in 2004, is a full-service design firm that focuses on stormwater management, water resources, urban planning, and landscape architecture. Since the inception of the company, our focus has been stormwater engineering and we continue to invest in and prioritize the growth and learning of new technologies, codes/policies, and trends in the stormwater industry. In the Spokane area, this includes understanding the latest guidance for drywells, UIC Rule compliance, and protection of Spokane's sole source aquifer. This allows us to stay current and provide the highest value to our clients by delivering implementable city planning documents that result in practical solutions.

OCI provides design, watershed planning, research, and compliance support for municipal clients. We have successfully delivered innovative, yet practical, and cost-effective solutions that meet our clients' unique needs and are completed within budget and on time for 17 years. From pilot studies and options analyses to design and construction support, we are experienced in implementing sustainable stormwater solutions of all sizes. Our team includes civil engineers, landscape architects, urban designers, and public outreach support staff who deliver highly responsive and personalized design services to our clients and their communities. We work collaboratively with our clients and project stakeholders to deliver high quality and well-integrated solutions to exciting design challenges in our region. In addition, OCI is a federally certified Disadvantaged Business Enterprise (DBE), and a state certified, Women Business Enterprise (WBE).



GeoEngineers is a hydrogeologic and geotechnical engineering partner with a deep understanding of the subsurface conditions underlying the Spokane area. Their Spokane office has provided geotechnical engineering and hydrogeologic consulting services to the Spokane area since 1991. GeoEngineers' experience with stormwater planning, regional stormwater infiltration facilities, paleochannel aquifer characterization, and evaluation of down-gradient impacts resulting from stormwater infiltration is unique within the industry.

GeoEngineers has conducted hydrogeologic investigations centered around the siting and design of a majority of the regional stormwater facilities operated by the City of Spokane and Spokane County within the last 20 years, including the Browne Mountain, Price and Wall, and Sylvia Court regional facilities. GeoEngineers also has worked with the City on the Hazel's Creek project to identify a previously unknown buried ancestral drainageway (paleochannel) for stormwater disposal. In 2014 and 2020, GeoEngineers again worked with the City to identify and delineate a second paleochannel that transects the downtown Spokane area and is suitable for stormwater disposal from the lower South Hill and downtown areas. GeoEngineers has been integral to the development of guidance for the infiltration design of stormwater structures within eastern Washington.

## INTERNAL CONTROLS

As Project Manager, Josh will utilize proven internal controls to effectively manage the project and proactively respond to issues and scope changes by ensuring shared expectations and a common goal for the City and OCI Team members. Internal controls he will employ include:

- **Project Management Plan.** This will identify key staff and stakeholders, define communication protocol, refine the project schedule, and set up an issues/action tracking log to ensure consistency and transparency throughout the study.
- **Project Kickoff Meeting.** OCI Team members and City staff will meet to outline project goals and set a vision that the City endorses prior to beginning work. At OCI, we start every project off with a kickoff meeting, which supports efficiency by focusing our efforts on work that supports the client's goals.
- **Budget & Schedule Management.** OCI utilizes Deltek's Ajera software for project accounting and scheduling. Staff timesheets are completed daily, allowing for up-to-date budget tracking. The final project schedule will help to ensure understanding of level of effort and goals for each task.
- **Quality Assurance & Quality Control.** The OCI Team uses a comprehensive QA/QC process for reviewing planning and modeling studies that documents the QC process in a concise manner. As QA/QC lead, Dave brings a depth of experience from 20 years of planning and modeling work serving public agencies. OCI also employs a risk-based approach to project management that advocates proactive identification of risks to clients and stakeholders.
- **Communication.** Check-in meetings will be scheduled with Josh, Aimee, and the City Project Manager to discuss the project status and collect information needed to complete the scope of work tasks. These meetings will be held using a combination of face-to-face conversations (using online web conference platforms if necessary) and phone calls as needed to discuss specific project details.



## TEAM MEMBER ROLES, RESPONSIBILITIES, & QUALIFICATIONS

OCI Team members (Table 1) are excited to collaborate with the City for this basin planning opportunity and are available to provide the requested services. In selecting staff for delivering this project, we have evaluated their current project commitments and estimated availability through the duration of the anticipated contract schedule (Figure 3 on Page 4). Abbreviated qualifications for each team member are included on the following pages and full resumes can be reviewed in Appendix A.

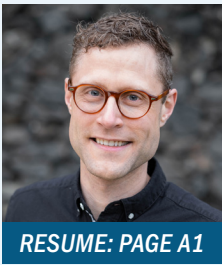


*"I have enjoyed working with Josh on the West Terrace Stormwater Management Plan. I really appreciate his thoughtful and intelligent demeanor. Also, his preparation and thorough understanding of the project supported his development of achievable solutions for existing drainage issues and a plan for future development." - Matt Zarecor, Section Manager, Land Development Services, Spokane County*

**Table 1. OCI Team Members Qualifications Summary**

OCI TEAM MEMBERS / RESPONSIBILITIES & ROLE	Years of Experience	Est. % Availability for Duration of Contract	Located in Spokane	AREAS OF EXPERIENCE											
				City of Spokane	Spokane County	Stormwater Master Planning	SWMM and/or Similar Models	UIC Regulations & Drywell Compliance	Infiltration Testing, Evaluation, & Design	Geotechnical Investigations	GIS	Cost Estimating	Maintenance Planning/Design	Stormwater Shared Spaces	Public Outreach
Josh Van Wie, PE Project Manager & Prime Authority	11	35%	✗	✗	✗	✗	✗	✗	✗		✗	✗	✗	✗	✗
Aimee Navickis-Brasch, PE, PhD Principal-in-Charge	28	15%	✗	✗	✗	✗	✗	✗	✗		✗	✗	✗	✗	✗
Dave Jacobs, PE QA/QC Lead	20	15%		✗	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗	✗
Kaela Mansfield, PE CIP Lead Engineer	9	40%	✗	✗	✗	✗	✗	✗	✗		✗	✗	✗	✗	✗
Taylor Hoffman-Ballard, PE Maintenance Lead Engineer	8	40%	✗	✗	✗	✗	✗		✗		✗	✗	✗	✗	✗
Dave Lauder, PE Geotechnical Engineer	18	40%	✗	✗	✗	✗		✗	✗	✗		✗	✗		✗
Teresa Dugger, PE Geotechnical Engineer	20	25%	✗	✗	✗	✗		✗	✗	✗		✗	✗		✗
Jonathan Rudders, LG/PG, LHG, CWRE Hydrogeologist	24	25%	✗	✗	✗	✗		✗	✗	✗		✗			✗
Megan Ehlebracht, EIT Stormwater Modeling Engineer	2	50%	✗	✗	✗	✗	✗	✗	✗		✗	✗			
Kas Kinkead, PLA, FASLA LA/UD Lead	34	20%									✗	✗	✗	✗	✗
Alissa Grieves Public Outreach Coordination	13	20%		✗	✗										✗





RESUME: PAGE A1

» **PROJECT MANAGER**  
**JOSH VAN WIE, PE**

Josh has managed a variety of planning, modeling, and design projects in the Spokane area and throughout Washington State, including the NW Spokane Stormwater Basin Planning Study. His experience includes basin planning studies and CIP development, investigating failed stormwater infrastructure, design of stormwater treatment and infiltration facilities in compliance with the UIC Rule and local requirements, and application of SWMM models for analysis of stormwater solutions. Josh brings experience leading options analysis for stormwater retrofits and water quality BMPs, stormwater modeling, and development of PS&E packages for a variety of projects including public storm drains, parks and shared spaces, and stream restoration projects. Josh has worked closely with the City of Spokane, Spokane County, West Plains PDA, and other public agencies to develop stormwater basin analyses and plans for infrastructure improvements.

**Role & Responsibilities:**

- Project Manager, primary point of contact, and final authority for OCI work
- Responsible for leading and coordination of the OCI Team, overseeing the development of the study, coordination with stakeholders and geotechnical engineer
- Lead for defining project requirements
- Lead author for report and action plan

**Relevant Project Experience:**

- City of Spokane, NW Spokane Stormwater Basin Study
- City of Spokane, Normandie Site Feasibility Assessment.
- Spokane County, West Terrace Stormwater Study
- City of Wenatchee, Broadview Pond Analysis
- City of Wenatchee, Ninth St Basin Water Quality Retrofit
- West Plains PDA, West Plains Stormwater Management Plan



RESUME: PAGE A3

» **PRINCIPAL-IN-CHARGE**  
**AIMEE NAVICKIS-BRASCH, PhD, PE**

Aimee has 28 years of experience in stormwater management, with a focus in water quality feasibility, compliance, design, planning, and effectiveness studies for clients such as the City of Spokane and greater EWA area. During her career, Aimee has served as a project manager as well as a design and research lead on projects involving UIC Rule compliance and sole-source aquifer protection, conducted extensive hydrologic and hydraulic modeling, developed stormwater comprehensive plans, evaluated new treatment technologies, and developed construction documents (plans, estimates, and specifications). Aimee has also successfully negotiated NPDES permit conditions and stormwater policy changes with Ecology.

**Role & Responsibilities:**

- Provide project oversight
- Conduct principal-level check-ins with client to ensure project is achieving desired goals and outcomes
- Provide additional resources and insight to project team

**Relevant Project Experience:**

- City of Spokane, NW Spokane Stormwater Basin Study
- West Plains PDA, Stormwater Management Study
- Spokane County, West Terrace Stormwater Study
- City of Spokane, North Bank Park Ice Age Flood Playground
- Spokane County, Sand Filter Sidewalk Vault BMP



*"Aimee produces impactful and meaningful results in the face of multiple uncertainties. She helped to keep an ad hoc group of municipal stormwater professionals focused on important projects while respecting their autonomy, following budgetary constraints and schedules, and found the passages through tough state regulations. In the end, everyone was happy with the results, including the state regulators. Her thoughts are cutting edge and should be considered on the national scene for semiarid and arid areas like Eastern Washington. I would most definitely hire her again for our most difficult issues and programs."*

- Art Jenkins, PE, Former Stormwater Manager, City of Spokane Valley



RESUME: PAGE A5

» **QA/QC LEAD**  
**DAVE JACOBS, PE**

Dave serves as QA/QC Lead, Project Manager, and Design Lead for complex stormwater, wastewater, and combined sewer projects. Dave's 20 years of professional engineering experience includes basin planning, developing programmatic approaches to infrastructure repair, conveyance sizing, flood mitigation, water quality design, and Low Impact Development (LID) implementation. He has a sincere commitment to identifying sustainable solutions through developing collaborative teams that take ownership in identifying innovative approaches to the challenges that face modern utilities, cities, and counties.

**Role & Responsibilities:**

- QA/QC Lead for all project deliverables

**Relevant Project Experience:**

- City of Spokane, NW Spokane Stormwater Basin Study
- West Plains PDA, West Plains Stormwater Management Plan
- Spokane County, West Terrace Stormwater Study



RESUME: PAGE A6

» **CIP LEAD ENGINEER**  
**KAELA MANSFIELD, PE**

Kaela has served as the Project Manager and Deputy Project Manager for design and planning projects. Her experience includes analyzing and designing stormwater management facilities and conveyance for capital projects, preparing cost estimates, construction plan sets, and drainage reports. She regularly develops CIPs as part of larger basin planning efforts, including designs for bioinfiltration swales, permeable pavements, and subsurface infiltration facilities to meet stormwater requirements. Kaela has experience with modeling software, including SWMM, and is proficient with AutoCAD Civil 3D and ArcGIS.

**Role & Responsibilities:**

- Lead for CIP development and developing planning level cost estimates for design and construction
- Support for defining study requirements
- Support development of H&H models
- Supporting author for report and action plan

**Relevant Project Experience:**

- City of Spokane, Normandie Site Stormwater Feasibility Assessment
- West Plains PDA, Stormwater Management Plan
- City of Burien, Stormwater Drainage Master Plan
- City of Everett, Comprehensive Surface Water Plan
- City of Spokane, I-90 Stormwater Separation Project



RESUME: PAGE A8

» **MAINTENANCE LEAD ENGINEER**  
**TAYLOR HOFFMAN-BALLARD, PE**

Taylor is a stormwater engineer with experience in research and studies, planning, and design. Her background in evaluating effectiveness of innovative stormwater treatment systems has allowed Taylor to stay on the cutting-edge of new solutions from the conceptual planning level. She is certified in stormwater practices for inspection and maintenance and regularly coordinates with maintenance staff on her projects. Taylor has supported several stormwater planning projects throughout her career, including developing basin-wide planning documents, Quality Assurance Project Plans, site suitability assessments for stormwater improvements, and sizing BMPs based on

applicable regulations. She regularly performs hydraulic and hydrologic modeling using SWMM, HEC-RAS, Stormshed, WWHM, and MGSFlood.

**Role & Responsibilities:**

- Lead for coordination with City maintenance including developing maintenance cost estimates for selected concepts/solutions
- Support development of H&H models
- Supporting author for report and action plan

**Relevant Project Experience:**

- West Plains PDA, Stormwater Management Plan
- City of Newcastle, Comprehensive Stormwater Management Plan Update
- Spokane County, Sand Filter Sidewalk Vault BMP Effectiveness Study
- City of Spokane, North Bank Park Ice Age Flood Playground



RESUME: PAGE A10

» **GEOTECHNICAL ENGINEER**  
**DAVE LAUDER, PE**

Dave is a senior geotechnical engineer with 18 years of experience conducting geotechnical investigations and providing design recommendations for a variety of stormwater infiltration facilities throughout the Inland Northwest. His experience includes managing projects, developing project-specific subsurface exploration and laboratory testing programs, engineering analyses, and report writing. He has worked on dozens of facilities and assisted during the development of benchmark studies which have formed the basis for regional stormwater guidelines.

**Role & Responsibilities:**

- Lead responsible for geotechnical engineering
- Coordinate geotechnical field work
- Geotechnical evaluation of drywells
- Support development of solutions to improve/replace facilities

**Relevant Project Experience:**

- Spokane County, Regional Stormwater Infiltration Facilities (Five Mile Prairie/Country Homes Drainage Basin and Browne Mountain Regional Stormwater Facility)
- City of Spokane, Peaceful Valley Stormwater Improvements
- City of Spokane, Altamont Stormwater Disposal Recommendations, Sprague Avenue and Riverside Avenue



RESUME: PAGE A12

» **GEOTECHNICAL ENGINEER**  
**TERESA DUGGER, PE**

Teresa is an associate geotechnical engineer with over 20 years of geotechnical experience derived from participation in and management of a wide variety of stormwater design and management projects throughout central and eastern Washington. Her relevant experience includes exploration, laboratory testing, analyses, preparation of recommendations, and construction monitoring. She has provided stormwater management recommendations on hundreds of projects throughout the region that incorporate and meet Ecology's SWMMEW, the Spokane Regional Stormwater Manual and/or the WSDOT Highway Runoff Manual design procedures.

**Role & Responsibilities:**

- Geotechnical engineering support
- Geotechnical field work
- Support development of solutions to improve/replace facilities

**Relevant Project Experience:**

- City of Spokane, Downtown Spokane Stormwater Basin Planning
- West Plains PDA, Stormwater Management Plan
- City of Spokane, Proposed Stormwater Decant Facility
- City of Spokane, Glass Basin Infiltration Facility



RESUME: PAGE A14

» **HYDROGEOLOGIST**  
**JONATHAN RUDDERS, LG/PG, LHG, CWRE**

Jonathan's hydrogeologic career spans 24 years, 22 of which have been spent conducting hydrogeologic investigations in Washington. He has led the hydrogeologic components of a number of the basin-scale stormwater planning investigations conducted within eastern and central Washington, including numerous basins within Spokane County. He has led hydrogeologic investigations centered around the siting and design of many of the regional stormwater infiltration facilities constructed by the City of Spokane and Spokane County within the last 20

years. Jonathan also has been integral to the development of guidance for the infiltration design of stormwater structures within eastern Washington. He was the hydrogeologic lead for the project team that conducted the 2019 update to the SWMMEW. Jonathan also led the technical investigation that developed the Spokane 200 Method for estimating the normalized outflow rates for drywells based on physical soil characteristics (Appendix 4A of the 2008 Spokane Regional Stormwater Manual).

**Role & Responsibilities:**

- Hydrogeologic analysis

**Relevant Project Experience:**

- City of Spokane, Downtown Spokane Stormwater Basin Planning
- West Plains PDA, Stormwater Management Plan
- City of Spokane, Hazel's Creek Aquifer Characterization and Stormwater Facility Feasibility Evaluation



RESUME: PAGE A16

» **STORMWATER ENGINEER****MEGAN EHLEBRACHT, EIT**

Megan is an engineer-in-training with experience working in stormwater and water resources projects in the Spokane Area. She has supported stormwater planning and design projects for the City of Spokane, City of Ellensburg, Spokane County, and WSDOT, using AutoCAD Civil 3D and ArcGIS to develop stormwater solutions. Megan also has first-hand experience working with municipal public works departments, providing hydraulic analysis using SWMM, SRH-2D, HEC-RAS, StormShed, WWHM, and SSA.

**Role & Responsibilities:**

- Stormwater engineering support
- Stormwater modeling

**Relevant Project Experience:**

- City of Spokane, NW Spokane Stormwater Basin Study
- City of Ellensburg, Gateway to the City Stormwater LID
- West Plains PDA, West Plains Stormwater Management Plan
- Spokane County, West Terrace Stormwater Study



RESUME: PAGE A17

» **LANDSCAPE ARCHITECT & URBAN DESIGNER****KAS KINKEAD, PLA, FASLA**

Kas has over 30 years of experience providing services in landscape architecture and environmental planning, with an emphasis on sustainable sites. Kas places a special emphasis on the importance of incorporating stakeholders input into the design process. Many of her planning projects have included public input, neighborhood involvement, and assisting city staff in presenting plans to their city councils. The success of these presentations and public meetings have relied on Kas' graphic skills and her ability to listen and concisely summarize issues.

**Role & Responsibilities:**

- Landscape architecture and urban planning and design
- Development of exhibits for public outreach

**Relevant Project Experience:**

- Port of Everett Master Plan & Design Guideline
- Suquamish Tribe Master Plan
- Seattle Public Utilities, 12th Avenue Drainage



RESUME: PAGE A18

» **PUBLIC OUTREACH COORDINATOR****ALISSA GRIEVES**

Alissa brings industry experience in marketing and public outreach for civil engineering projects. She has conducted public outreach efforts on projects such as the West Plains PDA Stormwater Management Plan and Spokane County West Terrace Stormwater Study projects, as well as many other regional and local projects. Alissa understands the value of bringing the community on board early to ensure an effective project for all users and stakeholders.

**Role & Responsibilities:**

- Coordinate public outreach activities

**Relevant Project Experience:**

- Spokane County, West Terrace Stormwater Study
- City of Shoreline, Park at Town Center
- City of Seattle, North Transfer Station Project



## STORMWATER PLANNING EXPERIENCE

OCI is a full service design firm that has focused on improving and restoring stormwater facilities and providing municipal stormwater management planning support for 17 years. [Table 2](#) provides a summary of several OCI basin planning projects for public agencies involving similar elements to those anticipated for the NE Spokane Stormwater Basin Planning Project.

On the following pages we have summarized select projects that best showcase our team's relevant experience with the anticipated scope of work elements for this contract and demonstrate our commitment to delivering successful projects for our clients.

## OCI EXPERIENCE BY THE NUMBERS

**75+**

Stormwater  
Basin Studies &  
Plans Completed  
or in Progress

Stormwater  
Designs Treating  
More than

**400**

Acres of Runoff

**200+**

Stormwater  
Facilities  
Constructed



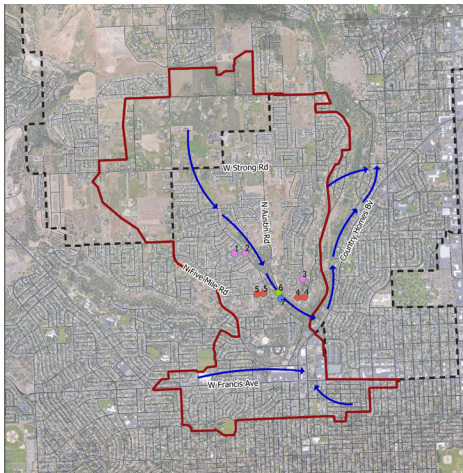
*"The Basin Plans were essential tools in communicating the programmatic and capital investments needed in these basins to our City Council. The prioritized capital, operational, and programmatic management recommendations have set the foundation for a robust capital and operation program for the Surface Water Utility to improve its aging infrastructure and address resolving surface water programs. The CIP recommendations resulted in Council approval of funding for stormwater infrastructure repairs in each basin. The OCI Team prepared and organized very well written and useful plans for a public audience." - Brian Landau, Former City of Shoreline Surface Water Program Manager, Current City of Bellevue Water Resources Project Manager*

**Table 2. Relevant Project Experience Summary**

City of Spokane Project Experience Summary	Project Duration	RELEVANT PROJECT ELEMENTS					
		Stormwater Basin Planning	Regional Stormwater Facility Planning / Design	Stormwater Modeling	Development of Capital Improvement Projects	Public Outreach & Communication	Project Located in Eastern Washington
OCI PROJECTS:							
City of Spokane, NW Spokane Stormwater Study	2020-2021	✗	✗	✗	✗		✗
City of Spokane, Downtown Spokane Stormwater Basin Planning (GeoEngineers)	2014-2020	✗	✗				✗
Spokane County, West Terrace Stormwater Study	2019-2021	✗	✗	✗	✗	✗	✗
West Plains Airport Area PDA, West Plains Stormwater Management Plan	2018-2021	✗	✗	✗	✗	✗	✗
City of Spokane, Normandie Site Stormwater Feasibility Assessment	2020	✗	✗	✗			✗
City of Wenatchee, Broadview Pond Analysis	2021-Current	✗	✗	✗	✗		
City of Wenatchee, Ninth Street Basin Water Quality Retrofit	2021-Current	✗	✗	✗	✗		
City of Shoreline, Storm Creek, Boeing Creek, McAleer Creek, Lyon Creek, & Puget Sound Drainages Basin Plans (Multiple Contracts)	2011-2017	✗		✗	✗	✗	
City of Sammamish, Zackuse Creek Basin Plan	2017-2019	✗	✗	✗	✗	✗	
City of Redmond, Monticello Creek Watershed Restoration Plan	2015-2020	✗		✗	✗	✗	
City of Kenmore, Surface Water Master Plan Update	2013-2014	✗			✗		
City of Kirkland, Surface Water Master Plan Update	2013-2014	✗			✗		
City of Redmond, Rose Hill Subarea Plan	2015-2017	✗	✗	✗	✗	✗	
City of Renton, Surface Water Utility System Plan Updates	2020-2021	✗			✗	✗	

### Northwest Spokane Drainage Areas of Concern

- Flow Direction
- Streets
- City Limits
- Study Area
- Drainage Areas of Concern
- Drainage
- Failing Drainage Facility
- Erosion
- Sediment



## NW SPOKANE STORMWATER STUDY SPOKANE, WA

OCI recently completed the NW Spokane Stormwater Study to investigate two regional stormwater facilities in northwest Spokane. The facilities include the Five Mile Regional Infiltration Facility that collects runoff from an urban area, and the Austin Draw ravine that is being examined for potential use as a second infiltration facility. A major component of the study included coordination with GeoEngineers to perform soil investigations and infiltration testing to understand the existing conditions within the basin and opportunities for new infiltration facilities. OCI also performed SWMM modeling and analysis of infiltration capacity at the regional facilities and conveyance system capacity in the upstream basin. The study resulted in an action plan for utilizing the regional facilities and existing conveyance systems to manage stormwater from future developments in the basin.

### » RELEVANCE:

- City of Spokane Stormwater Basin Planning
- Coordination with Geotechnical Engineers
- Analysis of Stormwater Facilities
- Stormwater Modeling
- Planning-Level Cost Estimate
- Located in City of Spokane

#### Owner:

City of Spokane

#### Schedule:

2020-2021

#### Key Team Members:

- Josh Van Wie, Deputy Project Manager
- Aimee Navickis-Brasch, Project Manager
- Dave Jacobs, QA/QC
- Megan Ehlebracht, Stormwater Engineer

## DOWNTOWN SPOKANE STORMWATER BASIN PLANNING SPOKANE, WA

Stormwater infiltration within downtown Spokane is limited by shallow basalt bedrock. Historically, poor drainage conditions have caused ponding and basement flooding within downtown structures. GeoEngineers conducted a multi-phase investigation of downtown hydrogeology as a basis for planning downtown Spokane stormwater management.

During the initial project phase, the City was planning to reconstruct Lincoln and Monroe Streets between the Monroe Street Bridge and 17th Avenue. GeoEngineers conducted a hydrogeologic investigation to identify a location that will support infiltration of an approximate 20,000-cfs design storm. Using a review of existing borehole data, new borehole drilling, full-scale drywell infiltration testing, and a geophysical survey, GeoEngineers identified a north-south trending sand- and gravel-filled paleochannel within the downtown Spokane area. Based on the results of infiltration testing, GeoEngineers concluded that the paleochannel has the potential to support stormwater infiltration at planned project rates with minimal groundwater mounding. Based on this information, the City constructed an infiltration facility in 2016 to infiltrate stormwater from the project drainage area.

The second phase of the study was conducted in 2020, with the objective of identifying stormwater management zones within the downtown area. These zones included areas that can infiltrate site-scale stormwater via drywells and shallow infiltration structures, areas that potentially can infiltrate regional-scale volumes of stormwater, and areas where stormwater infiltration is not feasible. GeoEngineers created comprehensive maps showing key subsurface features for the entire downtown corridor. GeoEngineers also identified portions of the above-described paleochannel and smaller buried channels containing permeable sediments that can infiltrate significant volumes of stormwater and reduce the burden on the City's wastewater treatment plant. Associated improvements are scheduled during street reconstruction activities planned as part of the City's Six Year Transportation Program.

#### Owner:

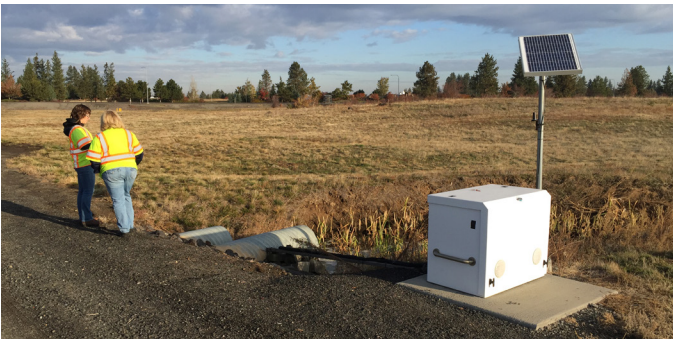
City of Spokane

#### Schedule:

2014-2020

#### Key Team Members:

- Dave Lauder, Senior Geotechnical Engineer
- Teresa Dugger, Geotechnical Engineer
- Jonathan Rudders, Hydrogeologist



## WEST PLAINS STORMWATER MANAGEMENT PLAN

### SPOKANE, WA

OCI was the prime consultant who developed the Stormwater Management Strategic Plan for the West Plains area located in both the City of Spokane and Spokane County. This 14,500 acre area is fast-growing, with unique challenges for stormwater due to flat topography, shallow bedrock and groundwater, history of flooding, and multiple jurisdictions and stakeholders. The plan identifies viable alternatives to manage stormwater including conveyance, treatment, feasibility of regional stormwater subsurface infiltration facilities, feasibility of dry well installations, and coordination with local public amenities.

OCI defined benchmarks for stormwater management that meet NPDES MS4 permit, UIC Rule, and local requirements as well as PDA and stakeholder-defined service level goals. The benchmarks were used to guide the identification and selection of a plan with viable stormwater management alternatives, including: using regional facilities and conveyance systems for handling runoff as development occurs; implementing upstream BMPs to satisfy UIC Rule requirements for water quality treatment; installing, maintaining, and operating continuous flow monitoring equipment and using the data to calibrate conveyance models; and developing a Capital Improvement Plan with an action plan for funding and construction.

#### » RELEVANCE:

- Stormwater Basin Planning
- Regional Stormwater Facility Planning
- Geotechnical Investigation
- Drywell Infiltration Analysis
- Stormwater Modeling
- Planning-Level Cost Estimate

#### Owner:

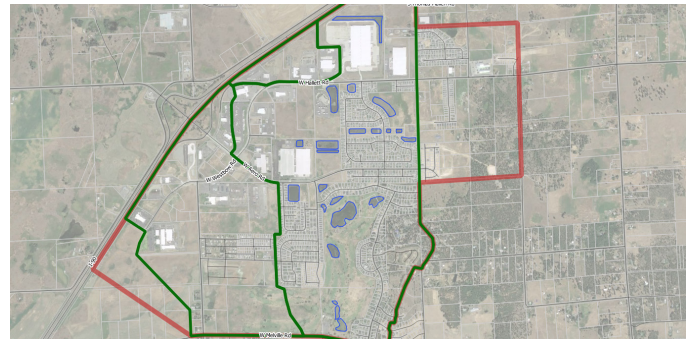
West Plains Airport Area PDA

#### Schedule:

2018-2021

#### Key Team Members:

- Aimee Navickis-Brasch, Project Manager & Stormwater Lead
- Josh Van Wie, H&H Modeling Validation & QA/QC Review
- Kaela Mansfield, H&H Modeling & CIP Development
- Taylor Hoffman-Ballard, H&H Modeling & GIS Lead
- Dave Jacobs, QA/QC



## WEST TERRACE STORMWATER STUDY SPOKANE, WA

OCI developed a Stormwater Comprehensive Plan for the West Terrace area as part of the Spokane County Stormwater Research On-Call. West Terrace has frequently experienced flooding of roadways, residential basements, and properties due to increased development, high groundwater, and lack of connected conveyance.

OCI used PCSWMM modeling to identify drainage areas of concern and evaluate mitigation alternatives. Constructing the SWMM model required specialized knowledge of local conditions due to a complex system of pump stations and stormwater ponds, heavy groundwater influence, and multiple developments without a coordinated stormwater strategy. To create the model, OCI developed a thorough inventory of the existing system using GIS data and record drawings. OCI conducted site visits, field monitoring, and interviews to validate the model.

A CIP was developed that includes a prioritized list of projects, conceptual project designs, and a concept level opinion of probable cost for design/construction/maintenance. The study findings and CIP were formatted into a written stormwater comprehensive plan that summarizes study findings and recommendations.

#### » RELEVANCE:

- City of Spokane Stormwater Basin Planning
- Analysis of Stormwater Facilities
- Stormwater Modeling
- Planning-Level Cost Estimate

#### Owner:

Spokane County

#### Schedule:

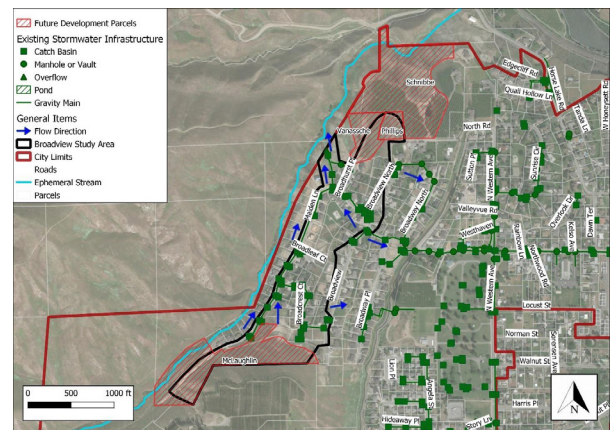
2019-2021

#### Key Team Members:

- Aimee Navickis-Brasch, Project Manager
- Josh Van Wie, Deputy Project Manager, H&H Modeling & GIS Lead
- Taylor Hoffman-Ballard, H&H Modeling
- Kaela Mansfield, H&H Modeling & CIP Development
- Megan Ehlebracht, H&H Modeling & GIS
- Dave Jacobs, QA/QC



<p><b>Owner:</b> City of Spokane</p> <p><b>Schedule:</b> 2020</p>	<p><b>Key Team Members:</b></p> <ul style="list-style-type: none"> <li>■ Aimee Navickis-Brasch, Project Manager</li> <li>■ Josh Van Wie, Stormwater Lead</li> <li>■ Kaela Mansfield, Stormwater Engineer</li> </ul>
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<b>Owner:</b> City of Wenatchee	<b>Key Team Members:</b> <ul style="list-style-type: none"><li>■ Josh Van Wie, Project Manager</li><li>■ Kaela Mansfield, Stormwater Engineer</li><li>■ Dave Jacobs, QA/QC</li></ul>
<b>Schedule:</b> 2021-Current	



## REFERENCES

The OCI Team is proud of the work we have accomplished for our public agency clients. We encourage you to contact our references below to learn more about our commitment to service and successful project delivery. OCI has not had a contract terminated for default in the last five years.

<b>Name of Client</b>	<b>Contact Person</b>	<b>Address</b>	<b>Telephone Number</b>	<b>Email Address</b>	<b>Projects/Services Provided</b>
Spokane County	Matt Zarecor	1116 W Broadway Avenue Spokane, WA 99260	509.477.7255	mzarecor@spokanecounty.org	West Terrace Stormwater Study (2019-2021)
City of Wenatchee	Darci Mattioda	1350 McKittrick St Wenatchee, WA 98807	509.888.3287	dmattioda@wenatcheeva.gov	Broadview Pond Analysis (2021-Current) & Ninth St Basin Water Quality Retrofit (2021-Current)
City of Redmond	Peter Holte	15670 NE 85th St, Redmond, WA 98052	425.556.2822	pholte@redmond.gov	Monticello Creek Watershed Restoration Plan (2015-2020); Stormwater Pond Retrofit Project (2020-Current)

OSBORN  
CONSULTING  
INCORPORATED

# APPENDIX A RESUMES



## Josh Van Wie, PE

### PROJECT MANAGER

#### EXPERTISE

Josh has managed a variety of planning, modeling, and design projects in the Spokane area and throughout Washington State. His experience includes basin planning studies and CIP development, investigating failed stormwater infrastructure, design of stormwater treatment and infiltration facilities in compliance with the UIC Rule and local requirements, and application of SWMM models for analysis of stormwater solutions. Josh brings experience leading options analysis for stormwater retrofits and water quality BMPs, stormwater modeling, and development of PS&E packages for a variety of projects including public storm drains, parks and shared spaces, and stream restoration projects. He is proficient in PCSWMM, EPA-SWMM, and a variety of other modeling methods. Josh has worked closely with the City of Spokane, Spokane County, West Plains PDA, and other public agencies to develop stormwater basin analyses and plans for infrastructure improvements, including working with the City on the NW Spokane Stormwater Basin Planning Study.

#### PROJECT EXPERIENCE

##### City of Spokane, NW Spokane Stormwater Basin Planning Study, Spokane, WA

Josh is the Deputy Project Manager for this stormwater study to investigate two regional stormwater facilities in northwest Spokane. The facilities include the Five Mile Regional Infiltration Facility that collects runoff from an urban area and the Austin Draw ravine that is being examined for potential use as a second infiltration facility. Josh is leading a team of engineers to perform SWMM modeling and analysis of pond capacity and conveyance system capacity in the upstream basin. He is also managing a geotechnical engineering subconsultant who is performing soil investigations and infiltration testing. The study will result in an action plan for utilizing the regional facilities and existing conveyance systems to manage stormwater from future developments in the basin.

##### City of Spokane, Normandie Site Stormwater Feasibility Assessment, Spokane, WA

Josh led this site assessment to investigate options for shared stormwater use at the 5.4-acre Normandie site, which would allow the City to manage runoff from the Washington Basin in addition to managing runoff from a proposed private development. Options included traditional BMPs, such as swales, and proprietary stormwater systems, such as Modular Wetlands and StormFilter. The options were evaluated by comparing basin area treated, treatment level, and percent of the site required to install BMPs. Josh delivered a concise summary of options that could be used by the City to guide decisions about the site.

##### Spokane County, West Terrace Stormwater Study, Spokane, WA

Josh was the Deputy Project Manager for the development of this Stormwater Comprehensive Plan. Josh performed SWMM modeling to identify drainage areas of concern in an area with frequent issues related to flooding, high groundwater, and lack of conveyance. He evaluated mitigation alternatives that include pond retrofits as well as construction and expansion of storm drain systems to serve new developments.

##### City of Wenatchee, Broadview Pond Analysis, Wenatchee, WA

Josh is the Project Manager for this project, the purpose of which is to resolve the stormwater challenges in the Broadview Pond basin made worse by the Sleepy Hollow fire that resulted in soil erosion, existing pond access issues, and insufficient stormwater collection. Josh is leading the OCI team in researching and evaluating the existing stormwater pond and neighborhood collection system. The analysis will be used to support a re-design of the existing pond and pond access. Modeling and alternatives analysis is being completed to accommodate additional stormwater generated by a development and adjacent undeveloped land. The outcome of this study will allow the City of Wenatchee to consider

#### FIRM

Osborn Consulting, Spokane, WA

#### EDUCATION

MS, Civil Engineering, Washington State University

BS, Civil Engineering, Washington State University

#### REGISTRATION & CERTIFICATION

Civil Engineer, WA #53254



#### KEY SCOPE OF WORK EXPERIENCE:

- Work with City of Spokane & Spokane County
- Project Management
- Stormwater Master Planning
- SWMM Modeling
- Basin Delineation
- H&H Modeling w/ Flow Monitoring Data
- GIS
- Cost Estimating
- Planning & Design for Maintenance
- Stormwater Shared Spaces & Urban Design
- Public Outreach

multiple options for stormwater improvement that take into account long range planning, future development build out, access, future maintenance by city staff, and the best financial investment for the city.

#### **City of Wenatchee, Ninth Street Basin Water Quality Retrofit, Wenatchee, WA**

As Project Manager, Josh is leading this City of Wenatchee project, funded by an Ecology Stormwater Financial Assistance Program (SFAP) grant, to model and evaluate the existing stormwater system capacity to support the design of new stormwater infrastructure in the area of the 9th Street drainage basin, areas around 7th and Ringold and the Wenatchee Valley College with existing known stormwater challenges. Josh is leading the alternative analysis, survey, and design for a stormwater treatment structure to improve the water quality in the No. 2 Canyon drain and Columbia River and reduce flows to the No. 2 Canyon by increasing stormwater infiltration. This project will provide treatment for Total Suspended Solids (TSS) and will also reduce flows to surface water by increasing stormwater infiltration, retention and detention.

#### **West Plains PDA, West Plains Stormwater Management Plan, Spokane, WA**

Josh provided H&H modeling, basin delineations, concept designs, and evaluation of alternative solutions for future development of the 14,500-acre West Plains area. Josh worked with the OCI team to identify alternatives to manage stormwater, including conveyance, treatment, feasibility of regional stormwater infiltration facilities located in paleochannels, and coordination with local public amenities. A key piece of the Comprehensive Plan is a SWMM modeling study to analyze stormwater management alternatives. The model, developed by Josh and the OCI team, was used to predict flows from future developments, lay out preliminary conveyance routes to regional stormwater facilities, and confirm the facilities are sized to manage all flows from the West Plains. Additionally, a CIP has been developed that incorporates cost/benefit analysis to prioritize the selected alternatives.

#### **City of Redmond, Stormwater Pond Retrofit Project, Redmond, WA**

Josh is the Project Manager for this retrofit project. As part of the project, he coordinated with the client and subconsultants to develop a PS&E package for retrofitting two stormwater detention ponds with continuous monitoring and adaptive control (CMAC) systems that will optimize pond performance. Josh supervised modeling efforts, reviewed engineering calculations and cost estimates, and developed engineering plans and specifications for this innovative stormwater project.

#### **City of Redmond, Rose Hill Subarea Plan, Redmond, WA**

OCI developed a Subarea Plan for the Rose Hill Neighborhood in Redmond. This plan addresses current and future drainage concerns. Josh completed a data review and hydrologic modeling to identify drainage issues and areas with inadequate conveyance for future build-out. He presented the resulting conditions assessment to City staff and led a workshop to build consensus on solutions. He

then prepared conceptual designs and planning level cost estimates for capital projects and worked with City staff on modifications to development requirements to address stormwater issues.

#### **Seattle Public Utilities (SPU), CSO Reduction Program, Future Flows Modeling and Analysis, Seattle, WA**

Josh completed this study to forecast future stormwater and sewer flows for the 2035 planning horizon to be used by SPU for wastewater and drainage system planning. The study included development and testing of new methods to model five flow elements, including population growth, change in impervious cover, compliance with Seattle stormwater code, sea level rise, and more frequent extreme storm events due to climate change. The methodologies were tested using SWMM modeling in multiple SPU storm and sewershed basins.

#### **Town of Endicott, General Sewer Plan and I&I Study, Endicott, WA**

As Project Manager, Josh prepared a General Sewer Plan for the Town of Endicott to identify causes of infiltration and inflow (I&I), assess conditions of the existing sewer conveyance system, and develop capital improvement plan for recommended upgrades. The I&I study included flow monitoring, field observations, CCTV inspections, and SWMM modeling to investigate I&I sources. Josh prepared CIP recommendations and cost estimates for stormwater separation, CIPP lining, and SCADA installation.

#### **SPU, Modeling On-Call, Seattle, WA**

Josh is OCI's Lead Modeler responsible for modeling SPU stormwater, combined sewer, and separated systems. As part of this work, he completed PCSWMM model updates for the NPDES 168 and 169 outfalls in the Delridge basin, which discharge to Longfellow Creek. Model updates included modifying the CSO storage tanks, control structures, diversion weirs, piping connections, and creek outfalls to match as-built conditions. Josh has completed various other PCSWMM modeling tasks under this contract including updates to hydraulic structures, addition of new conveyance systems, model calibration with flow monitoring data, and development of hydrologic and groundwater parameters.

#### **SPU, Natural Drainage System – Thornton Creek Watershed Phase 1, Seattle, WA.**

Josh served as a project engineer for the Phase 1 Localized Flooding Evaluation for the Thornton Creek drainage basin as part of SPU's Natural Drainage System (NDS) contract. Josh evaluated 24 separate localized flooding sites for NDS feasibility. This evaluation required extensive data gathering, data review, and a thorough understanding of current existing conditions. Josh consolidated and reviewed SPU's geotechnical evaluation, field notes, drainage complaints, GIS data, CCTV videos, record drawings, and background information to develop problem confirmation and characterization for each site. He developed data sheets, conceptual plans, and cost estimates for each of the sites, to be used in the prioritization of the NDS concept designs.



## Aimee Navickis-Brasch, PhD, PE

### PRINCIPAL-IN-CHARGE

#### EXPERTISE

Aimee has 28 years of experience in stormwater management, with a focus in water quality feasibility, compliance, design, planning, and effectiveness studies for the City of Spokane and greater Eastern Washington. Throughout her career, Aimee has developed stormwater comprehensive plans, evaluated new stormwater quality treatment technologies, and negotiated NPDES permit conditions and stormwater policy changes with the Washington State Department of Ecology. She brings recent, relevant experience for stormwater management programs, including conducting effectiveness studies of structural, operational, and educational BMPs to ensure compliance with NPDES permits, writing hydraulics and stormwater policy manuals, and developing PS&Es for new and retrofit stormwater solutions. Aimee is knowledgeable in both local and national stormwater practices. Her projects involve collaboration with researchers, practitioners, regulatory agencies, and stakeholders to produce results that inform practical solutions.

#### PROJECT EXPERIENCE

##### City of Spokane, NW Spokane Stormwater Basin Planning Study, Spokane, WA

Aimee is the Project Manager for this stormwater study to investigate two regional stormwater facilities in northwest Spokane. The facilities include the Five Mile Regional Infiltration Facility that collects runoff from an urban area and the Austin Draw ravine that is being examined for potential use as a second infiltration facility. The aim of this study is to perform basin analyses to determine the capacity of existing City stormwater facilities in northwest Spokane. Aimee led the OCI team to verify current basin delineations, analyze current utilization and full capacity of existing stormwater facilities, develop solutions and concepts to better utilize existing facilities as well as concepts for additional facilities within each basin, and evaluate re-directing Austin Draw stormwater to a regional facility.

##### West Plains PDA, Stormwater Management Study, Spokane, WA

Aimee served as the Project Manager and Stormwater Technical Lead for this project. She coordinated with stakeholders and managed the OCI team of stormwater engineers, subsurface engineers, landscape architects, and rate study analysts to coordinate data collection and modeling efforts that supported the development of a comprehensive plan for a regional stormwater system for a 14,500-acre basin area. This work included defining site suitability criteria for developers, developing a conceptual design and model for conveyance systems and regional subsurface infiltration facilities, defining the minimum requirements for developers and regional system that included the NPDES MS4 Permit, UIC Rule, and protecting the aquifer; as well as defining the system design criteria and the cost of operating/maintaining the system, and leading the development of the CIP.

##### Spokane County, West Terrace Stormwater Study, Spokane, WA

Aimee led the development of a Stormwater Comprehensive Plan for the West Terrace area as part of the Spokane County Stormwater Research On-Call. West Terrace has frequently experienced flooding of roadways, residential basements, and properties due to increased development, high groundwater, and lack of connected conveyance. OCI staff are using PCSWMM modeling to identify drainage areas of concern and evaluate mitigation alternatives. Aimee oversaw work to create the model, which included developing a thorough inventory of the existing system using GIS data and record drawings, conducting site visits, field monitoring, and interviews to validate the model. After analyzing the drainage issues, a CIP was developed that includes a prioritized list of projects, conceptual project designs, and an opinion of probable cost. The study findings and CIP were formatted into a written stormwater comprehensive plan that summarizes study findings and recommendations.

#### FIRM

Osborn Consulting, Spokane, WA

#### EDUCATION

PhD, Civil Engineering, University of Idaho

MS, Civil Engineering, University of Idaho

BS, Mechanical Engineering, Gonzaga University

#### REGISTRATION & CERTIFICATION

Civil Engineer, WA #45258

Community Based Social Marketing Trained Professional



#### KEY SCOPE OF WORK EXPERIENCE:

- Work with City of Spokane & Spokane County
- Stormwater Master Planning
- SWMM Modeling
- Basin Delineation
- H&H Modeling w/ Flow Monitoring Data
- GIS
- Cost Estimating
- Planning & Design for Maintenance
- Stormwater Shared Spaces & Urban Design
- Public Outreach



**City of Spokane, I-90 Stormwater Separation Project, Spokane, WA**

The goal of this Ecology grant-funded project is to analyze and design stormwater solutions to remove runoff from Spokane's combined sewer system (CSS) in the area along I-90 between the Hamilton Interchange and Havana Street in East-Central Spokane. Aimee is the Project Manager leading the evaluation of 10 drainage basins and treatment alternatives. OCI will develop a 90% design alternative as part of this project. In addition, a cost benefit analysis will be developed to guide and justify the selection of alternatives. Solutions for this project include LID BMPs and infiltration facilities, which will treat and infiltrate stormwater that is currently discharging to the CSS.

**City of Spokane, North Bank Park Ice Age Flood Regional Playground, Spokane, WA**

Aimee served as the Project Manager and Design Lead for the development of the stormwater design and educational components for this project. The North Bank Park project is part of the City of Spokane's larger effort to update Riverfront Park and the Downtown area. The project scope focused on converting a gravel parking lot to a playground (with a paved parking lot) that provides opportunities for play and learning about the Glacial Lake Missoula Ice Age Flood. Aimee's work on this project included coordinating the stormwater design with the design team, the City of Spokane, the Department of Health, and local educators; leading a team to develop the design for site BMPs (bioretention areas and a biofiltration swale), a pipe conveyance network that connected to the City's outfall, and a braided stream; developing the construction documents (plans, specifications, and cost estimate); and developing the hydraulic report. The braided stream was designed to demonstrate how the ice age flood waters created our region's landscape and connect with K12 science curriculum.

**Spokane County, Sand Filter Sidewalk Vault BMP, Spokane, WA**

Aimee served as the project manager and lead researcher for this BMP effectiveness study. The goal of the study was to develop an Ecology-approved (through TAPE) and non-proprietary BMP that can fit into developed areas with space constraints. Aimee led a team to develop a Quality Assurance Project Plans (QAPP); design, install, and calibrate the monitoring equipment; collect water quality samples; and conduct statistical analysis using real time flow and precipitation data.

**City of Spokane, Bioretention Soil Media Study, Spokane, WA**

Aimee served as the Principal Investigator and Project Manager for this research project with the goal to develop a specification for a bioretention soil media amended with biochar that meets Ecology treatment performance criteria for reducing regulated stormwater pollutants, specifically total suspended solids (TSS) and dissolved metals (Copper and Zinc). Two different biochars were evaluated, which included biochar characterization (following IBI) of the physiochemical properties. The research project followed the Ecology requirements for QAPP. The scope of work included developing the quality assurance project plan, constructing the laboratory setup, conducting flow through column testing a stormwater composed of natural stormwater and chemical

standards, analyzing the data, and summarizing the findings into a final technical evaluation report. Results from the study were used to develop a bioretention soil media specification, which guided the construction of three bioretention cells in Spokane. The cells are now being monitored in the field by the City of Spokane as one of the eight Eastern Washington Studies being conducted in compliance with section S8 (Monitoring) of the Phase II NPDES MS4 permit.

**City of Spokane, Sharp Avenue Feasibility Study and Performance Assessment of Permeable Asphalt Cores for Stormwater Treatment, Spokane, WA**

Aimee served as the lead water quality and maintenance researcher as well as the advisor to civil engineering students who work on these projects. Her work on the feasibility study focused on summarizing the known benefits of permeable pavement related to pollutant reduction as well as the common maintenance practices and challenge. Aimee's work associated with this task included conducting a literature search, interviewing stormwater and maintenance staff from DOTs throughout the nation, and summarizing findings into the final feasibility study. Aimee's work on the performance assessment focused on evaluating the effectiveness of permeable asphalt for removing/reducing pollutants from stormwater. Pollutants included TSS, total and dissolved copper (Cu) and zinc (Zn), total phosphorus (TP), and total petroleum hydrocarbons (TPH).

**WSDOT, Hydraulic and Highway Runoff Manual Development, Spokane, WA**

This project focused on writing WSDOT's Hydraulics and Highway Runoff Manual (HRM). Both manuals are used by stormwater designers statewide and the HRM has been approved as equivalent to the Ecology Stormwater Management Manual for Eastern Washington. As the project manager and lead author, Aimee's work included verifying the manual content represented best known practices and complied with applicable requirements, including WSDOT's NPDES permit, defining a site suitability criteria for locating BMPs, developing maintenance guidance for BMPs, conducting literature searches, negotiating manual revisions with Ecology, managing and responding to public comments, managing the project team, as well as technical writing and editing. In addition, Aimee also developed training for designers to learn how to apply these manuals which included developing curriculum and providing classroom instruction.

**City of Ellensburg, Gateway to the City Stormwater LID Retrofit Project, Ellensburg, WA**

OCI was the prime consultant developing the design and PS&E for this stormwater LID retrofit project. The project includes removing and replacing 2.5 acres of existing PGIS with permeable concrete pedestrian pathways, installing rock lined bio-infiltration swales which will provide treatment for seven acres of existing PGIS, and installing drought tolerant trees along a one-mile stretch of University Way. OCI staff also developed the grant application that resulted in \$5,000,000 of Ecology funding for the design and construction of this project.



## Dave Jacobs, PE

### QA/QC LEAD

#### EXPERTISE

Dave serves as QA/QC Lead, Project Manager, and Design Lead for complex stormwater, wastewater, and combined sewer projects. Dave's 20 years of professional engineering experience includes basin planning, developing programmatic approaches to infrastructure repair, conveyance sizing, flood mitigation, water quality design, and Low Impact Development (LID) implementation. He has a sincere commitment to identifying sustainable solutions through developing collaborative teams that take ownership in identifying innovative approaches to the challenges that face modern utilities, cities, and counties.

#### PROJECT EXPERIENCE

##### City of Spokane, NW Spokane Stormwater Basin Planning Study, Spokane, WA

Dave is the QA/QC Lead for the development of the stormwater planning study for the Austin Draw Basin area. The goal of the study is to understand infiltration capacity within the Austin Draw and at the existing stormwater infiltration facility. A SWMM model was developed to understand current system stormwater flows, and future stormwater flows based on system reconfigurations and future potential development. Design alternatives for retrofitting the existing facility and for new facilities in the basin were developed as part of the project.

##### West Plains PDA, West Plains Stormwater Management Plan, Spokane, WA

Dave is the QA/QC and Modeling Technical Lead for developing, modeling, and refining alternatives that will be used in the development of the Stormwater Management Plan. Dave coordinated regularly with project team members to develop and review the H&H SWMM models, CIP conceptual design solutions, and cost estimates for the project. Dave supported the team in developing a solution to reduce the roadside regional biofiltration swales from 22 feet on average to 10 feet on average. The proposed solution was to utilize a high-rate infiltration media (175 in/hr) with underdrains. The approach meets the stormwater treatment goals of the project, while reducing the need to secure private property easements. The approach reduced overall CIP costs by 16%.

##### Spokane County, West Terrace Stormwater Study, Spokane, WA

Dave served as the QA/QC Lead for the development of a Stormwater Comprehensive Plan for the West Terrace area as part of the Spokane County Stormwater Research On-Call. West Terrace has frequently experienced flooding of roadways, residential basements, and properties due to increased development, high groundwater, and lack of connected conveyance. OCI staff utilized PCSWMM modeling to identify drainage areas of concern and evaluate mitigation alternatives. Dave performed QC reviews of the modeling, CIP design solutions, and cost estimates. While reviewing the design solutions, Dave identified an approach to limit the need for providing new stormwater treatment capacity in the basin. The new approach reduced the project CIP by \$1M.

##### City of Wenatchee, Broadview Pond and Ninth Street Basin Water Quality, Wenatchee, WA

Dave is the QA/QC lead for these two City of Wenatchee projects. The purpose of the studies was to understand the hydrologic and hydraulic conditions within each basin. The project teams utilized PCSWMM modeling to evaluate existing conditions and develop alternative solutions. The analysis for both basins identified projects with the highest cost benefit for the City. Dave identified solutions in both basins that allowed for phased construction that address the current needs in the basin and allow for expansion to address future build-out within the basins.

#### FIRM

Osborn Consulting

#### EDUCATION

MS, Civil Engineering, University of Washington

BS, Civil Engineering, Seattle University

#### REGISTRATION & CERTIFICATION

Civil Engineer, WA #45842



#### KEY SCOPE OF WORK EXPERIENCE:

- Stormwater Planning Studies
- Stormwater System Modeling (SWMM)
- GIS Mapping
- EWA Stormwater Design Standards
- Stormwater Retrofit Design
- Basin Delineation
- Modeling w/ Flow Monitoring Data
- Stormwater Planning for Maintenance
- Cost/Benefit/Risk Analysis
- Cost Estimating



## Kaela Mansfield, PE

### CIP LEAD

#### EXPERTISE

Kaela's experience includes analyzing and designing stormwater management facilities and conveyance for capital projects, preparing cost estimates, construction plan sets, and drainage reports. She regularly develops CIPs as part of larger basin planning efforts, including designs for bioinfiltration swales, permeable pavements, and subsurface infiltration facilities to meet stormwater requirements. Kaela has experience with modeling software, including SWMM, and is proficient with AutoCAD Civil 3D and ArcGIS.

#### PROJECT EXPERIENCE

##### City of Spokane, Normandie Site Stormwater Feasibility Assessment, Spokane, WA

To support the City, OCI completed a streamlined feasibility assessment and provided information regarding feasibility, conceptual layout, and planning level cost to help inform the City's decision on whether to move forward with shared stormwater management at the site. Kaela supported initial data collection and site delineation.

##### West Plains PDA, Stormwater Management Plan, Spokane, WA

Kaela served as Deputy Project Manager on this project. She defined stormwater regulations and ordinances to provide guidance for new developers in the PDA area and coordinated presentations for stakeholder and public outreach. Kaela coordinated the conceptual CIP plans and estimates, included in the Stormwater Comprehensive Plan development, which Kaela led and wrote significant portions of. In earlier phases of the project, Kaela developed H&H models for the area and high level cost estimates for alternatives analyses.

##### City of Burien, Stormwater Drainage Master Plan, Burien, WA

Kaela led efforts to revise Burien's comprehensive stormwater plan documents to meet new requirements and update the Capital Improvement Program project list. The Department of Ecology's NPDES Phase II Municipal Stormwater Permit, issued to Burien, was set to expire and revisions to the City's Master Plan text, Stormwater Management Program, and elements of the City's public education and involvement programs would be necessary to comply with the new Permit. In addition, new drainage issues had been documented via public complaint reports and City staff observation in new areas since the previous Master Plan was adopted. Kaela coordinated efforts for revisions to the City's documents to meet the new Permit, and led the team in updating criteria to prioritize specific drainage issues, and rating and developing CIPs, through close coordination with the City.

##### City of Everett, Comprehensive Surface Water Plan, Everett, WA

Kaela supported updates and revisions the City's 1982 Drainage Basin Plans with a Comprehensive Surface Water Plan (CSWP). Surface water runoff and water quality analyses included field collection of samples and modeling of runoff rates, water quality concentration, and stormwater BMPs and LID for effectiveness using the EPA's HSPF, SWMM, and SUSTAIN models. Kaela provided support with fieldwork, GIS analysis, hydrologic modeling, preliminary CIP development and cost estimates, report writing, documentation, and final assembly.

##### City of Spokane, I-90 Stormwater Separation, Spokane, WA

The goal of this Ecology grant-funded project is to analyze and design stormwater solutions to remove runoff from Spokane's combined sewer system (CSS) in the area along I-90 between the Hamilton Interchange and Havana Street in East-Central Spokane. Kaela is the Deputy Project Manager for the project with primary responsibility for keeping the OCI Team on track to achieve the target deliverables within the grant deadline, and providing support in the design execution pieces of the project. OCI will develop a 90% design alternative as part of this project. In addition, a cost-benefit analysis will be developed to guide and justify the

#### FIRM

Osborn Consulting, Spokane, WA

#### EDUCATION

BS, Civil Engineering, Water Resources Concentration, University of Washington

#### REGISTRATION & CERTIFICATION

Civil Engineer, WA #54924

WSDOT 2019, HRM Training Certificate

Low Impact Development (LID) Certification, Department of Ecology



#### KEY SCOPE OF WORK EXPERIENCE:

- Work with City of Spokane & Spokane County
- Stormwater Master Planning
- SWMM Modeling
- Basin Delineation
- H&H Modeling w/ Flow Monitoring Data
- GIS
- Cost Estimating
- Planning & Design for Maintenance
- Stormwater Shared Spaces & Urban Design
- Public Outreach



selection of alternatives. Solutions for this project include LID BMPs and infiltration facilities, which will treat and infiltrate stormwater that is currently discharged to the CSS.

#### **City of Burien, NERA Redevelopment Plan, Master Drainage Plan (MDP), and Infrastructure Improvements, Burien, WA**

Kaela developed an MDP that integrates environmental improvements, on-site LID, and regional stormwater facilities into park settings along Miller Creek Way. This project included the final design and construction management of four regional stormwater infiltration facilities, a new regional trail along the Miller Creek corridor, public open spaces, wetland enhancements, and fish passage improvements in the project area. The constructed facilities treat and infiltrate stormwater runoff from approximately 50 acres. Kaela was involved in the modeling and sizing for facilities constructed as well as construction inspection support.

#### **City of Spokane Valley, Sprague Ave Stormwater Improvements, Spokane Valley, WA**

This Ecology grant-funded project analyzes and assesses water quality treatment BMP options to provide treatment for runoff within a two-mile segment of the Sprague Avenue corridor, for which no treatment is currently provided prior to discharge via infiltration within the Spokane Valley-Rathdrum Prairie aquifer boundary. Kaela is leading the project design team in preliminary design efforts, including alternatives analysis, cost estimate, initial modeling efforts, and an Ecology Design Report as the final deliverable for the work.

#### **City of Ellensburg, Gateway to the City Stormwater LID Retrofit, Ellensburg, WA**

Kaela was the Deputy Project Manager and Design Lead developing PS&E documents and the Ecology Design Report for stormwater retrofit improvements to University Way, Ellensburg's second busiest arterial street. OCI served as the prime consultant for this Ecology grant-funded project, which includes removing and replacing 2.5 acres of existing PGIS with permeable paver pedestrian pathways, installing rock-lined bioinfiltration swales, which will provide treatment for 5 acres of existing PGIS, and installing drought-tolerant trees along a one-mile stretch of University Way. Kaela developed the design to be compliant with Ecology standards for Water Quality as well as local standards for roadway restoration and pedestrian improvements.

#### **Pullman-Albion & SR 27 Roundabout, Pullman, WA**

Kaela was the Project Manager leading the OCI team in developing the WSDOT Type A Hydraulic Report for this project to design a roundabout for the SR 27/Pullman-Albion Road intersection in Pullman. The project includes confirmation of existing and proposed conveyance ditch design, confirmation of existing culvert capacity, delineation of Threshold Discharge Areas, and land cover area delineations. OCI provided hydrologic and hydraulic calculations and modeling.

#### **Spokane Spangle & Palouse Railway, LLC, Omaha Track SSP-Br. 52.3 Culvert Replacement, Garfield, WA**

Kaela was the Project Manager leading the development of a WSDOT Specialty Hydraulic Report for this project to verify the capacity of an emergency culvert install beneath a railroad trestle that was compromised during wildfire in August 2020. The project includes confirmation that the in-place culvert meets current WSDOT Hydraulics and Highway Runoff Manual requirements, for permanent use. OCI performed the hydraulic and hydrologic modeling and calculations to size the culvert and energy dissipation pad.

#### **City of Burien, Stormwater Drainage Master Plan, Burien, WA**

Kaela led efforts to revise Burien's comprehensive stormwater plan documents to meet new requirements and update the Capital Improvement Program project list. She supported revisions to the City's Master Plan text, Stormwater Management Program, and elements of the City's public education and involvement programs to meet permit requirements.

#### **City of Shoreline, On-Call Surface Water and Environmental Services, Shoreline, WA**

Kaela supported on-call stormwater engineering, NPDES Phase II permit support, and environmental services for the Surface Water and Environmental Services Program. Work included stormwater design support for drainage projects, including conventional and green stormwater infrastructure; NPDES Phase II permit implementation support; geotechnical investigation in support of projects; environmental and engineering services in support of projects involving stream and wetland habitat; and environmental services in support of water quality monitoring.

#### **City of Everett, Comprehensive Surface Water Plan, Everett, WA**

Kaela supported updates and revisions the City's 1982 Drainage Basin Plans with a Comprehensive Surface Water Plan (CSWP). The first phase consisted of basin characterization and analyses in two pilot basins and development of watershed planning standards and protocols to be implemented on the remaining 13 basins within the City, as Phase 2 of the project. The pilot basin plans included the Pigeon Creek No. 2 basin for the Port Gardner Bay watershed and the North Creek basin for the Lake Washington watershed. The watershed plans included a comprehensive approach with a balanced focus on water quality, habitat, and flow control based on the guidelines in the US EPA Handbook for Developing Watershed Plans to Restore and Protect Our Waters. The Pierce County 2008 Stormwater Management and Site Development Manual was also used as guidance documents to develop the City's own standards and protocols for watershed studies. Surface water runoff and water quality analyses included field collection of samples and modeling of runoff rates, water quality concentration, and stormwater BMPs and LID for effectiveness using the EPA's HSPF, SWMM, and SUSTAIN models. Kaela provided support with fieldwork, GIS analysis, hydrologic modeling, preliminary CIP development and cost estimates, report writing, documentation, and final assembly.



## Taylor Hoffman-Ballard, PE

### MAINTENANCE LEAD

#### EXPERTISE

Taylor is a stormwater engineer with experience in research and studies, planning, and design. Her background in evaluating effectiveness of innovative stormwater treatment systems has allowed Taylor to stay on the cutting-edge of new solutions from the conceptual planning level. She is certified in stormwater practices for inspection and maintenance and regularly coordinates with maintenance staff on her projects. Taylor has supported several stormwater planning projects throughout her career, including developing basin-wide planning documents, Quality Assurance Project Plans, site suitability assessments for stormwater improvements, and sizing BMPs based on applicable regulations. She regularly performs hydraulic and hydrologic modeling using SWMM, HEC-RAS, Stormshed, WWHM, and MGSFlood.

#### PROJECT EXPERIENCE

##### West Plains PDA, Stormwater Management Study, Spokane, WA

This project involved the development of a comprehensive plan for a regional stormwater system for a 14,500-acre basin area. This work included defining a site suitability criteria for developers, developing a conceptual design and model for conveyance systems and regional subsurface infiltration facilities, as well as defining the system design criteria and the cost of operating/maintaining the system, and leading the development of the CIP. Taylor evaluated regional conveyance system designs and developed conceptual conveyance design options for stormwater conveyance to regional facilities. Taylor also led the effort to estimate long-term operation and maintenance (O&M) costs for alternative designs using literature reviews and by interviewing local jurisdictions regarding O&M of stormwater infrastructure. The O&M costs were estimated in terms of full-time employees and equipment and were used to select design alternatives and identify future funding needs.

##### City of Newcastle, Comprehensive Stormwater Management Plan Update, Newcastle, WA

Taylor compiled survey and field information to model stormwater drainage and streams experiencing high flows, flooding, and erosion. She identified deficiencies in the stormwater system capacity and assessed the effects of implementing proposed CIPs in the basin, such as stormwater detention facilities.

##### City of Spokane, Green Area Maintenance Training Program, Spokane, WA

Taylor worked closely with the City of Spokane to develop a training video that summarizes key elements of the City's Green Area Maintenance program. She applied her expertise and certification in stormwater operations and maintenance to develop content for the video that included an introduction to common GSI/NDS components and an explanation of why proper maintenance of GSI/NDS facilities is critical to their functionality. The City plans to use the video as part of a training program for field crews as well as a public outreach tool that will help citizens understand the importance of their local GSI/NDS installations.

##### Spokane County, Stormwater Research On-Call: Sand Filter Sidewalk Vault BMP Effectiveness Study & BSM Thickness Effectiveness Study, Spokane, WA

Taylor served as the Deputy Project Manager for these two structural BMP effectiveness studies that were conducted in compliance with the NPDES MS4 EWA Phase II Permit S8. Monitoring and Assessment. The goal of these studies was to develop a new Sand Filter Vault Study BMP that could be located under a sidewalk in a developed urban area and to evaluate the treatment performance of a bioretention cell with a 12-inch BSM depth compared to a cell with an 18-inch BSM depth. Taylor conducted column testing to develop and select a sand filter media to target TSS and dissolved metals removal. The data collected during the column testing was used to support the Ecology TAPE application that Taylor helped develop, which was needed to enter the sand filter sidewalk vault BMP into the TAPE program. For both projects

#### FIRM

Osborn Consulting, Spokane, WA

#### EDUCATION

BS, of Bioproducts and Biosystems Engineering, University of Minnesota, Twin Cities

#### REGISTRATION & CERTIFICATION

Civil Engineer, WA #57629

CESCL, WA, #b086ba1d

Stormwater Practices Inspection and Maintenance Certification



#### KEY SCOPE OF WORK EXPERIENCE:

- Work with City of Spokane & Spokane County
- Stormwater Master Planning
- SWMM Modeling
- Basin Delineation
- H&H Modeling w/ Flow Monitoring Data
- GIS
- Cost Estimating
- Planning & Design for Maintenance
- Stormwater Shared Spaces & Urban Design
- Public Outreach

Taylor assisted with the development of the Ecology-approved QAPPs and the installation of the monitoring equipment. She also led and assisted with programming, operating, maintaining, and calibrating the monitoring equipment during the data collection phase of both projects. Taylor performed and trained junior staff on the water-quality monitoring following TAPE protocol and analysis of data collected during the study, which included evaluating the effectiveness of both BMPs through statistical analysis. Taylor also assisted with the development of the sand filter final report and the development of the BSM final report.

#### **City of Spokane, North Bank Park Ice Age Flood Regional Playground, Spokane, WA**

Taylor assisted with the conveyance/BMP design and led the design for the braided stream using HEC-RAS modeling. This included developing the construction documents (plans, specifications, and cost estimate); and developing the hydraulic report.

#### **City of Ellensburg, Street Sweeping vs. Catch Basin Stormwater Effectiveness Study, Ellensburg, WA**

This study was conducted in response to the City's municipal NPDES stormwater permit requirements. The study focused on Municipal Operations and Maintenance activities, specifically streetsweeping, and catch basin cleaning activities. The goal of this study was to determine if street sweeping is more effective at removing roadway solids compared to catch basin cleaning during the dry season in Ellensburg. The results were intended to justify to Ecology the need to add conditions to the Phase II MS4 Permit that allow permittees the option of using street sweeping to off-set requirements for inspection and cleaning of catch basins. As part of developing the experimental design, in her role as Stormwater Research Engineer, Taylor performed literature searches to determine the best way to monitor sediment accumulation on arterial roadways, accumulation in catch basins, and TSS in the effluent from a typical catch basin. Based on the literature search, she developed a system design to capture and measure TSS leaving catch basins from the study site. The system was included in the QAPP as part of the experimental design. Taylor also created Standard Operating Procedures (SOPs) for the QAPP, which were specific to the equipment and data to be collected at the site. During the study, she coordinated with the designated laboratory to provide sample collection supplies to the client and to review sample analysis results.

#### **Yakima County, BMP Inspection & Maintenance Responsibilities Effectiveness Study, Yakima, WA**

OCI is serving as the lead for an effectiveness study for Yakima County, which is currently in the data collection phase. The purpose of the study is to identify commonly used methods to inspect and maintain BMPs on private property and identify the most effective method. An initial information search was conducted to identify possible inspection and maintenance methods used by jurisdictions within Washington, Oregon, Montana, and Idaho. OCI received and coded survey data from over 20 jurisdictions, as well as interviewed and coded responses from 9 jurisdictions. Taylor worked with the Project Manager to refine the study design and develop the QAPP for

the study. This involved developing instruments to collect data for the study, specifically a survey and interview; conducting surveys, and collected and analyzed data according to the QAPP. Taylor then developed interview questions to gather additional information on data collected during survey and conducted interviews with study participants and analyzed data according to the QAPP.

#### **Department of Ecology, Structural Stormwater Controls (SSC) Science Review and Synthesis Project, Tacoma, WA**

The goal of this project was to develop an objective science approach and white paper that will be used as a basis for policy discussions to inform the NPDES municipal permit requirement for SSC used for retrofit projects. To achieve this goal, the City of Tacoma partnered with OCI and other regional experts in all aspects of SSCs from research to planning to implementation. In her role, Taylor performed literature reviews to inform potential flow and water quality benefits of stormwater controls. Taylor worked with other staff to create a literature review template used to obtain consistent information about water quality benefit and flow regime benefits of stormwater controls. She assisted with pilot test of literature review template for use by other OCI staff and subconsultants. She also summarized literature findings in a report made available to the Technical Advisory Committee via an online platform.

#### **Spokane County, Little Spokane Drive Sewer Extension & Inverted Siphon Project, Spokane County, WA**

Taylor utilized HEC-RAS software to evaluate the effect of constructing a proposed, permanent maintenance access ramp on base flood elevations in a FEMA Zone A floodplain. Findings of the modeling effort were summarized in a Hydraulic Report, which was submitted with the model to Spokane County. The modeling and report were used to justify the approval of the permanent access ramp design and location.

#### **King County, 2018 CSO Long Term Control Plan Update, WA**

Taylor prepared planning-level alternative combined sewer alignments through downtown Seattle to convey combined stormwater and wastewater to a proposed treatment plant. She set alignment profiles and sized alignment pipelines and sub-grade distribution stations to divert combined flows based on preliminary modeling results from King County. The proposed alignments and distribution stations sizing were included in a Basis of Estimate report for submittal to the client.





## Dave Lauder, PE

### GEOTECHNICAL ENGINEER

#### EXPERTISE

Dave is a senior geotechnical engineer with 18 years of experience conducting geotechnical investigations and providing design recommendations for a variety of stormwater infiltration facilities throughout the Inland Northwest. His experience includes managing projects, developing project-specific subsurface exploration and laboratory testing programs, engineering analyses, and report writing. He has worked on dozens of facilities and assisted during the development of benchmark studies which have formed the basis for regional stormwater guidelines. He has also provided stormwater management recommendations on hundreds of projects throughout the region that incorporate and meet Ecology's SWMMEW, the Spokane Regional Stormwater Manual and/or the Washington State Department of Transportation (WSDOT) design procedures. Additionally, Dave has also worked on multiple projects for the City of Spokane. Dave routinely works with counties and local jurisdictions and therefore knows how to provide cost-effective evaluations and design solutions and has worked closely with the public works staff during design and construction.

#### PROJECT EXPERIENCE

##### Spokane County, Regional Stormwater Infiltration Facilities (Five Mile Prairie/Country Homes Drainage Basin and Browne Mountain Regional Stormwater Facility), Spokane County, WA

Dave completed geotechnical engineering services during the design of two regional stormwater infiltration facilities. He performed subsurface exploration, laboratory testing, and infiltration testing to assess infiltration capacity of the site during design storm events and the potential impact of increased site infiltration on adjacent and down-gradient properties. Dave also provided geotechnical consultation during the development of the plans and specifications and through construction.

##### City of Spokane, Peaceful Valley Stormwater Improvements, Spokane, WA

The City planned to reconstruct stormwater treatment and infiltration facilities within the Peaceful Valley area of Spokane. Dave managed the geotechnical engineering services during design of stormwater management facilities associated with the City's proposed Peaceful Valley Stormwater Facility.

##### City of Spokane, Altamont Stormwater Disposal Recommendations, Sprague Avenue and Riverside Avenue, Spokane, WA

Dave provided geotechnical consultation during construction of a stormwater management facility east of Altamont Street, between Sprague Avenue and Riverside Avenue in Spokane.

##### City of Spokane Valley, Swale Evaluation Study Topsoil Mix Design, Spokane Valley, WA

Dave provided geotechnical consultation services for the extension of a Swale Evaluation Project. The Swale Topsoil Mix Design study focused on the required use of "engineered" topsoil and appropriate maintenance of swales, including replacement when needed. Based on literature review and discussions with stormwater management staff, Dave helped develop a set of physical and chemical characteristics believed appropriate for the "engineered" treatment layer. Further studies concluded the soil that best met the physical and chemical characteristics was screened Garrison Gravelly loam, a native soil in the Spokane Valley.

##### Boise Cascade, Stormwater Management Systems Improvements, Kettle Falls, WA

Dave provided geotechnical recommendations for design and construction of proposed stormwater ponds and improvements to an existing process water pond, based on review of available data, subsurface exploration, field and laboratory testing, and engineering analyses.

#### FIRM

GeoEngineers

#### EDUCATION

MS, Civil Engineering (Geotechnical Engineering), University of Oklahoma

BS, Civil Engineering, University of Oklahoma

#### REGISTRATION & CERTIFICATION

Professional Civil Engineer: WA (#42304), ID (#13209)



#### KEY SCOPE OF WORK EXPERIENCE:

- Geotechnical Investigation
- Geotechnical Engineering
- Work with City of Spokane & Spokane County

### Greenstone, Kendall Yards Urban Development, Stormwater Drainage for Pedestrian Pathways and Development, Spokane, WA

Dave was the Project Manager of a geotechnical engineering evaluation focused on drainage design at Kendall Yards, an urban community with homes close to downtown and access to services, recreational and multi-use parks, and walking trails in Spokane, Washington. The site was also formerly contaminated by historic rail activities, and GeoEngineers provided environmental services and oversaw cleanup of the site.

### ADDITIONAL PROJECT EXPERIENCE

- City of Spokane, Downtown Spokane Stormwater Basin Planning, Spokane, WA
- City of Spokane, Downtown Paleochannel Study, Hydrogeology Investigation for Stormwater Management Facilities, Lincoln and Monroe Street Improvements, Spokane, WA
- City of Spokane, North Side Landfill – Design of Erosional Failure Repair from Storm Event, Spokane, WA
- Spokane County and City of Spokane, Infiltration Rate, Soil Classification, and Stormwater Facility Discharge Correlation, Spokane County, WA
- Spokane County, Hydrogeologic Evaluation, Proposed Browne Mountain Regional Stormwater Facility, Glenrose Drainage Basin, Spokane County, WA
- Spokane County, Hydrogeologic Evaluation, Proposed Southside Aquatic Center, Spokane County, Washington
- Douglas County, Proposed Regional Stormwater Detention Pond, Mary Avenue and 3rd Street, East Wenatchee, WA
- Grant County PUD No. 2, Carlton Acclimation Pond, Stormwater Management Evaluation, Carlton, WA



## Teresa Dugger, PE

### GEOTECHNICAL ENGINEER

#### EXPERTISE

Teresa is an associate geotechnical engineer with over 20 years of geotechnical experience derived from participation in and management of a wide variety of stormwater design and management projects throughout central and eastern Washington. Her relevant experience includes exploration, laboratory testing, analyses, preparation of recommendations and construction monitoring. She has provided stormwater management recommendations on hundreds of projects throughout the region that incorporate and meet Ecology's SWMMEW, the Spokane Regional Stormwater Manual and/or the WSDOT Highway Runoff Manual design procedures. Teresa routinely works with counties and local jurisdictions and therefore knows how to provide cost-effective evaluations and design solutions and has worked closely with the public works staff during design and construction.

#### PROJECT EXPERIENCE

##### City of Spokane, Downtown Spokane Stormwater Basin Planning, Spokane, WA

Stormwater infiltration within downtown Spokane is limited by shallow basalt bedrock. Historically, poor drainage conditions have caused ponding and basement flooding within downtown structures. Downtown stormwater has been conveyed to the City's wastewater treatment plant, which is volume limited. In coordination with the City, Teresa led the geotechnical engineering components of a detailed investigation of downtown hydrogeology in 2020 as a basis for identifying stormwater management zones within the downtown area. These zones included areas that can infiltrate site-scale stormwater via drywells and shallow infiltration structures, areas that potentially can infiltrate regional-scale volumes of stormwater, and areas where stormwater infiltration is not feasible. GeoEngineers also identified a buried, sand- and gravel-filled paleochannel within the west portion of the downtown area that has the potential to infiltrate significant volumes of stormwater and reduce the burden on the wastewater treatment plant. Associated improvements are scheduled during street reconstruction activities planned as a part of the City's Six Year Transportation Program.

##### West Plains Airport Area PDA, Stormwater Management Plan, Spokane County, WA

The West Plains area of Spokane County is poised for rapid development but is limited by widespread poor drainage conditions and stormwater management that is often conducted on a site-by-site basis without regards to an overall stormwater evaluation. As a subconsultant to Osborn Consulting, Inc., Teresa is leading geotechnical engineering components of the development of a Stormwater Master Plan for the PDA that is intended to create a stormwater utility that will centralize stormwater systems and drive area development. This three-phase investigation includes detailed data review, identification of portions of the PDA that can support infiltration along roadways, identification of candidate sites for regional infiltration facilities, and detailed feasibility analysis of candidate facilities. Teresa assisted OCI in developing guidance for developers governing the use of drywells and other infiltration structures within approved portions of the PDA. Additional project components include project funding identification, public and stakeholder communication/presentation, and plan writing.

##### City of Spokane, Proposed Stormwater Decant Facility, Spokane, WA

Teresa completed a geotechnical engineering evaluation during the design of the proposed Stormwater Decant Facility, northeast of the intersection of North Altamont Street and East Sprague Avenue. She provided recommendations for site earthwork, foundation design and construction, and on-site management of decant- and stormwater-based subsurface exploration, laboratory testing and engineering analyses.

#### FIRM

GeoEngineers

#### EDUCATION

MS, Civil Engineering (Geotechnical Engineering), Washington State University

BS, Civil Engineering, Gonzaga University

#### REGISTRATION & CERTIFICATION

Professional Civil Engineer: WA (#37984), OR (#82049PE), ID (#13237), MT (#20092)



#### KEY SCOPE OF WORK EXPERIENCE:

- Geotechnical Investigation
- Geotechnical Engineering
- Work with City of Spokane & Spokane County

#### City of Spokane, Glass Basin Infiltration Facility, Spokane, WA

Teresa completed a geotechnical evaluation to assess the feasibility of drywells for a new infiltration facility spanning an entire city block. Teresa also provided drywell discharge rates, as required by the Spokane Regional Stormwater Manual and in compliance with Ecology's SWMMEW.

#### City of Spokane, Havana Street Geotechnical Evaluation and Drainage Design, Spokane, WA

Teresa provided geotechnical consultation during construction of a stormwater management facility east of Altamont Street, between Sprague Avenue and Riverside Avenue. This project included installing a new stormwater line that outlets to a single-depth drywell.

### ADDITIONAL PROJECT EXPERIENCE

- City of Spokane, Altamont Stormwater Disposal Recommendations, Sprague Avenue and Riverside Avenue, Spokane, WA
- City of Spokane, Downtown Paleochannel Study, Hydrogeology Investigation for Stormwater Management Facilities, Lincoln and Monroe Street Improvements, Spokane, WA
- City of Spokane, Peaceful Valley Stormwater Improvements, Spokane, WA
- City of Spokane, Sharp Avenue Corridor, Stormwater Improvements, Spokane, WA
- City of Spokane, Stormwater Evaluation of Fiske Street, Spokane, WA
- City of Spokane, Broadway SURGE Stormwater Design, Spokane, WA
- City of Spokane Valley, Spokane Valley Regional Decant Facility, On-Site Stormwater Disposal, Spokane Valley, WA
- City of Spokane Valley, Swale Evaluation Study Topsoil Mix Design, Spokane Valley, WA
- Spokane County and City of Spokane, Infiltration Rate, Soil Classification, and Stormwater Facility Discharge Correlation, Spokane County, WA
- Ecology, 2019 SWMMEW, Eastern Washington, WA
- Grant County PUD No. 2, Carlton Acclimation Pond, Stormwater Management Evaluation, Carlton, WA
- Amazon/Trammell Crow, Project Rose Distribution Facility, Stormwater Infiltration Evaluation and Groundwater Modeling Services, Spokane County, WA





## Jonathan Rudders, LG/PG, LHG, CWRE

### HYDROGEOLOGIST

#### EXPERTISE

Jonathan's hydrogeologic career spans 24 years, 22 of which have been spent conducting hydrogeologic investigations in Washington. He leads GeoEngineers' stormwater hydrogeology program in eastern and central Washington. Jonathan has led the hydrogeologic components of a number of the basin-scale stormwater planning investigations conducted within eastern and central Washington, including numerous basins within Spokane County (including the Downtown Spokane Basin, Airport West Basin, Craig Road Basin, Glenrose Basin, the Central Park Basin, the Five Mile Prairie/Country Homes Basin, and the ongoing West Plains Airport Area Public Development Authority). He has led hydrogeologic investigations centered around the siting and design of many of the regional stormwater infiltration facilities constructed by the City of Spokane and Spokane County within the last 20 years, including Hazel's Creek, Browne Mountain, Price and Wall, and Sylvia Court.

Jonathan also has been integral to the development of guidance for the infiltration design of stormwater structures within eastern Washington. He was the hydrogeologic lead for the project team that conducted the 2019 update to the SWMMEW. Jonathan also led the technical investigation that developed the Spokane 200 Method for estimating the normalized outflow rates for drywells based on physical soil characteristics (Appendix 4A of the 2008 Spokane Regional Stormwater Manual).

#### PROJECT EXPERIENCE

##### **City of Spokane, Downtown Spokane Stormwater Basin Planning, Spokane, WA**

In coordination with the City, Jonathan conducted a detailed investigation of downtown hydrogeology in 2020 as a basis for identifying stormwater management zones within the downtown area. These zones included areas that can infiltrate site-scale stormwater via drywells and shallow infiltration structures, areas that potentially can infiltrate regional-scale volumes of stormwater, and areas where stormwater infiltration is not feasible.

##### **West Plains Airport Area Public Development Authority (PDA), Stormwater Management Plan, Spokane County, WA**

Jonathan led hydrogeologic components of the development of a Stormwater Master Plan for the PDA. The Stormwater Master Plan is intended to create a stormwater utility that will centralize stormwater systems, create regional stormwater infiltration facilities, and drive area development. Jonathan developed guidance for developers governing the use of drywells and other infiltration structures within approved portions of the Drainage Problem Area (DPA). Additional project components include project funding identification, public and stakeholder communication/presentation, and plan writing.

##### **City of Spokane, Hazel's Creek Aquifer Characterization and Stormwater Facility Feasibility Evaluation, Spokane, WA**

Jonathan led a comprehensive, three-year hydrogeologic assessment and monitoring services of the Hazel's Creek Drainage and Conservation Facility, a regional stormwater infiltration facility sited over a paleochannel within the South Hill portion of the City of Spokane. Project components included borehole exploration, monitoring well installation, water level instrumentation and long-term monitoring, stormwater structure instrumentation and long-term flow monitoring, geophysical investigation, infiltration testing, 3-dimensional graphical modeling of the underlying aquifer system, and numerical groundwater flow modeling.

##### **Spokane County, Boundary Revision Evaluation and Regional Stormwater Facility Siting, Glenrose and Central Park Drainage Basins, Spokane County, WA**

Jonathan conducted several phases of investigation for Spokane County related to aquifer delineation and stormwater infiltration within the Glenrose and Central Park Drainage Basins.

#### FIRM

GeoEngineers

#### EDUCATION

MS, Geosciences with Hydrogeology  
Emphasis, University of Arizona –  
Tucson

BA, Geology, University of North  
Carolina at Chapel Hill

#### REGISTRATION & CERTIFICATION

Licensed Geologist, Licensed  
Hydrogeologist: WA (#380)

Professional Geologist: ID (#PGL-  
1673), WY (#PG-4146)

Certified Water Rights Examiner: WA  
(#0050), ID (#161)



#### KEY SCOPE OF WORK EXPERIENCE:

- Geotechnical Investigation
- Geotechnical Engineering
- Hydrogeology
- UIC Regulations & Drywell Compliance
- Work with City of Spokane & Spokane County



He delineated High-Risk Drainage Areas within the basins and developed a hydrogeologic framework for the siting, design and construction of the Browne Mountain Regional Stormwater Facility.

#### Ecology, 2019 SWMMEW, Eastern WA

As the hydrogeologic lead for the consultant team assisting Ecology with revisions to the SWMMEW, Jonathan had primary responsibility for subsurface aspects of the SWMMEW, including components related to infiltration best management practices (BMPs) and site characterization. This included technical revisions associated with: (1) site suitability criteria, (2) acceptable procedures for infiltration testing and analysis (ranging from single-ring infiltrometers to large-scale pilot infiltration tests), (3) the assessment of the minimum soil permeability required for the use of standard design drywell outflow rates and (4) underground injection control wells.

#### Spokane 200 Method Development for Drywell Outflow Rates, City of Spokane and Spokane County, WA

Jonathan led technical components of a joint study for the City of Spokane and Spokane County to identify a method that the outflow rate of planned drywell installations could be predicted using standard soil data collected during geotechnical investigations. The resulting methodology has become a standard procedure used by developers and their geotechnical engineers within the Spokane County area and is known as the Spokane 200 Method, as described in Appendix 4A of the 2008 Regional Stormwater Manual.

#### City of West Richland, Drainage Problem Area Investigation, West Richland, WA

Jonathan led multiple phases of the hydrogeologic investigation of the City of West Richland's DPA. Jonathan identified the hydrogeologic and anthropogenic conditions supporting the DPA, providing a path forward for the City to identify residential construction and irrigation practices that contribute to observed drainage issues and develop strategies for protecting homes within vulnerable portions of the DPA. Jonathan also led a detailed investigation of a potential regional infiltration facility where the City was contemplating routing stormwater from the DPA for disposal.

### ADDITIONAL PROJECT EXPERIENCE

- Spokane County, Airport West Stormwater Management Plan, Spokane County, WA
- Spokane County, Regional Stormwater Infiltration Facility Feasibility, Five Mile Prairie/Country Homes Drainage Basin, Spokane County, WA



## Megan Ehlebracht, EIT

### STORMWATER ENGINEER

#### EXPERTISE

Megan is an engineer-in-training with experience working in stormwater and water resources projects in the Spokane Area. She has supported stormwater planning and design projects for the City of Spokane, City of Ellensburg, Spokane County, and WSDOT, using AutoCAD Civil 3D and ArcGIS to develop stormwater solutions. Megan also has first-hand experience working with municipal public works departments, providing hydraulic analysis using SWMM, SRH-2D, HEC-RAS, StormShed, WWHM, and SSA.

#### PROJECT EXPERIENCE

##### City of Spokane, Northwest Spokane Stormwater Basin Planning Study, Spokane, WA

Megan provided engineering support for this stormwater study to investigate two regional stormwater facilities in northwest Spokane. She performed SWMM modeling and analysis of pond capacity and conveyance system capacity in the upstream basin. Megan also worked to support development of the CIP Report that includes an action plan for utilizing the regional facilities and existing conveyance systems to manage stormwater from future developments.

##### City of Ellensburg, Gateway to the City Stormwater LID Retrofit Project, Ellensburg, WA

OCI was the prime consultant leading the design and PS&E for this stormwater LID retrofit project. The project includes removing and replacing 2.5 acres of existing PGIS with permeable paver pedestrian pathways, installing rock lined bio-infiltration swales which will provide treatment for 5 acres of existing PGIS, and installing drought tolerant trees along a 1-mile stretch of University Way. Megan has supported the project from 30% design through the 100% PS&E package in design. She has assisted in developing basin delineations, area calculations, stormwater swale sizing and modeling, as well as preparation of the project report. OCI staff also developed the grant application that resulted in \$3.5M Washington State Department of Ecology funding for the design and construction of this project.

##### West Plains PDA, West Plains Stormwater Management Plan, Spokane, WA

Megan provided engineering support including data evaluation and review, developing cost estimates, and installing flow monitors to collect data. OCI evaluated regional conveyance system designs and developed options for stormwater conveyance to regional facilities.

##### Spokane County, West Terrace Stormwater Study, Spokane, WA

Megan supported development of SWMM modeling and cost estimates for the West Terrace Stormwater Study. The result of this project was a stormwater management plan and CIP with recommended solutions for the West Terrace stormwater system.

##### City of Spokane Valley, Sprague Ave Stormwater Improvements

OCI is developing an Ecology Design Report for a stormwater LID retrofit project in the City of Spokane Valley. Megan has assisted in basin delineation, alternatives analysis of BMP treatment options, BMP sizing and modeling, and preparation of the project report.

##### City of Mercer Island, Basin Modeling and CIP Prioritization

Megan supported development of SWMM and WWHM modeling, results of which will be used to evaluate conveyance system capacity and develop an action plan with prioritized CIPs.

##### Spokane County, Stormwater Research On-Call, Stormwater Study & Sidewalk Vault Study, Spokane, WA

Megan has assisted with data collection for multiple stormwater studies. She supported field monitoring to assess the effectiveness of a proposed sand filter sidewalk vault BMP. Collected rainfall, flow, and water quality data from the site was analyzed to determine compliance with Ecology TAPE requirements.

##### WSDOT, Pullman-Albion & SR 27 Roundabout, Pullman, WA

OCI has developed the WSDOT Type A Hydraulic Report (Drainage Report) for this project to design a roundabout for the State Route 27 / Pullman-Albion Road intersection in Pullman. OCI provided hydrologic and hydraulic calculations and modeling. Megan supported the project by developing area calculations, basin delineations, and report writing.

#### FIRM

Osborn Consulting, Spokane, WA

#### EDUCATION

BS, Civil Engineering, Gonzaga University

#### REGISTRATION & CERTIFICATION

Engineer-in-Training, WA



#### KEY SCOPE OF WORK EXPERIENCE:

- Work with Spokane County
- Stormwater Master Planning
- SWMM Modeling
- Basin Delineation
- GIS
- Cost Estimating



## Kas Kinhead, PLA, FASLA

### LANDSCAPE ARCHITECTURE & URBAN DESIGN LEAD

#### EXPERTISE

Kas has over 30 years of experience providing services in landscape architecture and environmental planning, with an emphasis on sustainable sites. Kas places a special emphasis on the importance of incorporating stakeholders input into the design process. Many of her planning projects have included public input, neighborhood involvement, and assisting city staff in presenting plans to their city councils. The success of these presentations and public meetings have relied on Kas' graphic skills and her ability to listen and concisely summarize issues.

#### PROJECT EXPERIENCE

##### Port of Everett Master Plan & Design Guideline, Everett, WA

Kas led the master plan for this 65-acre waterfront site to include retail, public gathering, commercial, and marine service yard spaces. Kas was responsible for the overall site design and direction for all non-building elements. Public amenities include a 3.5-mile continuous walking and biking trail, two regional parks, seven elevated viewpoints, and an outdoor performing arts venue. Kas developed design guidelines for each area of the project. Lighting, street furniture, and planting palettes were chosen to contribute to the overall unity of the districts while adding drama and interest to the public realm.

##### Suquamish Tribe Master Plan, Suquamish, WA

Located on the edge of Puget Sound, the 2,000 acre Port Madison Reservation is the ancestral home of the Suquamish Indian Tribe. Kas worked with the tribe to develop a long-range master plan to accommodate growth for future generations while preserving the native landscape and resources. The overarching goal for the master plan was to protect and retain 80% of the land as natural wildlands and tribal housing and concentrate development on the remaining 20% of the reservation for various non-tribal housing types, significant casino and resort expansions, new headquarters, a renewed civic center, park spaces, performance amphitheater, and commercial and retail uses. Each of these projects also required street and infrastructure expansion. Kas was responsible for the overall site planning and detailed design through construction.

##### Seattle Public Utilities (SPU), 12th Avenue Drainage Improvements, Seattle, WA.

As Lead Landscape Architect, Kas is providing design support to facilitate GSI design for the 12th Avenue NW sewer basin. The project has a gray and green component and significant community involvement. Kas has been leading the design team's exploration of the street changes - early community outreach meetings and "walk about"s have been conducted as the team explores options. Kas and her team are developing graphics and street design and neighborhood character sketches as tools for decision making for the SPU team. Kas and her team have brought their expertise in urban design and streetscapes and visual communication skills to help inform a strategy to address a neighborhood street type that does not currently easily fit into the Seattle Streets Illustrated manual and provide the tools to SPU decision makers that facilitate moving the project forward.

##### SPU, South Park Drainage Conveyance Improvements, Seattle, WA

Kas was the Lead Landscape Architect on this project in this industrial and multi-cultural residential area in South Seattle. The project's partnership with Seattle DOT combines stormwater infrastructure and ROW improvements desperately needed in this neighborhood. Sidewalks and street trees are being incorporated into an area that has seen a lack of infrastructure investment from the city for decades. Tree protection and sensible plantings for the neighborhood context are a focus on the design and the coordination with adjacent business owners.

#### FIRM

Osborn Consulting, Seattle, WA

#### EDUCATION

Master of Landscape Architecture  
Program University of Washington

Landscape Architecture Program,  
University of Minnesota

Bachelor of Art in Urban Studies,  
Vassar College

#### REGISTRATION & CERTIFICATION

Licensed Landscape Architect, WA  
& ID



#### KEY SCOPE OF WORK EXPERIENCE:

- Landscape Architecture & Urban Planning & Design
- GIS
- Cost Estimating
- Planning & Design for Maintenance
- Stormwater Shared Spaces & Urban Design
- Public Outreach



## Alissa Grieves

### PUBLIC OUTREACH COORDINATOR

#### EXPERTISE

Alissa brings industry experience in marketing and public outreach for civil engineering projects. She has conducted public outreach efforts on projects such as the West Plains PDA Stormwater Management Plan and Spokane County West Terrace Stormwater Study projects, as well as many other regional and local projects. Alissa understands the value of bringing the community on board early to ensure an effective project for all users and stakeholders.

#### PROJECT EXPERIENCE

##### Spokane County, West Terrace Stormwater Study, Spokane, WA

Alissa coached the OCI Spokane Stormwater staff to prepare for a public meeting with property owners in the West Terrace basin area. Alissa's guidance included setting up several stations with OCI staff and exhibits that encouraged the public to flow through the room from station to station. This approach facilitated an effective environment for listening to and answering community questions. Prior meetings with the community (not hosted by OCI) had been ineffective for collecting productive input because the community was so upset about the same drainage issues. OCI has also hosted online "open houses" for the West Plains Stormwater Study that garnered positive results.

##### City of Shoreline, Park at Town Center, Shoreline, WA

Alissa was brought on early in the Master Planning Process with the City of Shoreline to develop the Park at Town Center, a unique and public space in the heart of Shoreline. Alissa conducted focus groups with members of the community and the parks board to gauge community expectations; coordinated with Parks staff, City Council, Parks Board members, and community members to brainstorm plans for the park's purpose and overall design; and created a detailed public involvement summary for the Master Plan Report.

##### City of Seattle, North Transfer Station Project, Seattle, WA

The North Transfer Station is a Seattle Public Utilities-operated waste transfer station located in North Seattle. The aging structure required a complete replacement and when work began to design the new facility, the project faced strong opposition from the surrounding community and neighbors. SPU began design work to construct a new station and was met with strong community and neighbor opposition to the project. To engage the community, a public involvement team was brought on to lead a group of neighbors, business owners, and station users, to assist in the design of the new transfer station.

As the deputy project manager, Alissa organized and documented stakeholder working group (made up of residential neighbors, small business owners, station owners and City of Seattle staff); created content for project website; planned, developed and implemented station user survey to gain critical data; thoroughly document public involvement outreach and activity in a report to SPU.

##### City of Belfair, Wastewater and Water Reclamation Facilities Project, Belfair, WA

The town of Belfair was identified as an urban growth area in the Growth Management Act and needed to create a public wastewater collection and treatment center. As a contentious, high cost project in low-income area, a public involvement team was hired to ensure community members needing to disconnect their septic tanks and connect to the public system were notified and kept informed throughout the entire process. As a Communications Associate on the project, Alissa staffed a 24-hour hotline; organized public meetings; responded to community members questions and concerns; maintained a project website with updated information.

#### FIRM

Osborn Consulting, Bellevue, WA

#### EDUCATION

BA, Communications, Western Washington University



#### KEY SCOPE OF WORK EXPERIENCE:

- Work with City of Spokane & Spokane County
- Public Outreach



# Exhibit A - Scope of Services

Project:	City of Spokane Northeast Stormwater Study
Consultant:	Osborn Consulting, Inc.
Contract No.:	

## BACKGROUND

The goal of this project is to perform a hydrologic stormwater study focusing on the northeast portion of the City of Spokane (City). The study area is generally underlain by sandy soils that are expected to drain well and stormwater runoff has traditionally been managed by drywells. However, the City has reported that over 50 drywells are currently functioning poorly and several locations experience flooding during even moderate rainstorms. There are also known water quality issues, as many drywells in the area were built prior to the Washington State UIC Rule and current Stormwater Management Manual for Eastern Washington (SWMMEW), which both require water quality treatment prior to infiltrating stormwater.

The goal of this study is to develop a solution program for poorly functioning drywells in the northeast Spokane area. The City has selected a consultant team consisting of Osborn Consulting, Inc. (OCI) and GeoEngineers to complete the study. The specific objectives that will be completed to achieve the project goal are as follows:

- Develop a drywell inventory for the study area.
- Identify discreet problem areas and causes.
- Complete field investigations including visual observation, measurements, infiltration testing, and geotechnical borings.
- Perform hydrologic analysis including verifying basin areas contributing to drywells, calculating flows to drywells, and analyzing and refining solution alternatives.
- Develop a solution program to rehabilitate drywells, prevent localized flooding, and provide water quality treatment in line with current stormwater standards.
- Develop a final report that summarizes the work completed and provides an action plan for implementing solutions.

# CONTENTS

<b>EXHIBIT A - SCOPE OF SERVICES .....</b>	<b>1</b>
<b>BACKGROUND .....</b>	<b>1</b>
<b>SCOPE OF SERVICES.....</b>	<b>3</b>
TASK 1 PROJECT MANAGEMENT & ADMINISTRATION .....	3
TASK 2 PROJECT PRESENTATIONS & MEETINGS .....	4
TASK 3 DEFINE PROJECT REQUIREMENTS AND ASSUMPTIONS .....	5
TASK 4 DEVELOP DRYWELL INVENTORY.....	6
TASK 5 CONDUCT GEOTECHNICAL FIELD WORK.....	8
TASK 6 DEVELOP CONCEPTS AND SOLUTIONS .....	11
<i>Task 6A Hydrology Study.....</i>	<i>11</i>
<i>Task 6B Tiered Solution Program .....</i>	<i>12</i>
TASK 7 DEVELOP REPORT AND ACTION PLAN .....	14
<b>SCHEDULE .....</b>	<b>16</b>
<b>FEE ESTIMATE.....</b>	<b>17</b>

# SCOPE OF SERVICES

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## Task 1 Project Management & Administration

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### Objective

This task covers the management, administration, and coordination of the work by OCI and GeoEngineers defined in this Contract including project management, preparation of monthly invoices, project schedule maintenance, and overall coordination with the City.

### Consultant Services

- Set up and close out the consultant contract
- Coordinate and manage the project team and subconsultant.
- Prepare and manage the project schedule.
- Develop and manage a OneDrive site for sharing project files with the City.
- Prepare and electronically submit monthly invoices with attached monthly status reports describing the following:
  - Services completed during the month
  - Services planned for next month
  - Scope/Schedule/Budget issues, if applicable
  - Schedule update and financial status summary
- Prepare contract amendments, if needed.
- Close out the consultant contract.

### Client Responsibilities

- Process payment of invoices within 30 calendar days of invoice.
- Review and process contract change requests and amendments, if needed.
- Review project deliverables and provide one consolidated list of review comments for Consultant within an agreed-upon schedule.

### Assumptions

- The project duration will be twelve (12) months from the date this contract is executed.
- Invoices will be OCI standard invoice format.

### Deliverables

- Monthly Invoices and Status Report (emailed to client in a PDF format).
- Project Schedule and Schedule Updates (email PDF).

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## **Task 2 Project Presentations & Meetings**

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### **Objective**

This task focuses on meetings with the City. Objectives for each meeting and presentation are summarized below. Meetings will be scheduled at key decision points or critical times for information sharing.

### **Consultant Services**

Prepare for, attend, and provide follow-up for the following meetings and presentations:

#### **Project Kickoff Meeting**

- A project kickoff meeting will be held with City, OCI, and GeoEngineers key staff to review the study goals and objectives, review the approach, identify and request additional information and data about the study area, identify/discuss known problem areas, and finalize the project schedule.
- Materials to be developed for this meeting include an agenda, draft project schedule, meeting notes with action items.
- This meeting will be held in the first month after the contract is executed.

#### **Project Check-in Meetings with City**

- The purpose of these meetings is to discuss project status with the City (work complete since previous meeting), review upcoming tasks/activities, and provide schedule updates.
- Materials to be developed for these meetings include an agenda and meeting notes with action items.
- Includes coordination meetings with other City staff as needed.
- The budget assumes monthly meetings for a total of twelve (12) one-hour meetings and meeting preparation.

### **Client Responsibilities**

- Attend all meetings and presentations.
- The City is responsible for identifying other City staff that should be included in check-in meetings. This includes providing OCI with staff contact information and identifying who should attend.
- Review and provide comments on meeting documents within the agreed upon schedule.

### **Assumptions**

- Meetings are assumed to be held online using Microsoft Teams or similar web meeting software due to COVID-19 restrictions.
- All meeting notes will be in a bulleted format and limited to a summary of the meeting discussion, decisions made, and action items.
- Meeting agendas and documents will be emailed to the client before the meeting and meeting notes with action items will be emailed to the City following the meeting. Documents will be provided for review as needed and within the agreed upon schedule.

### **Deliverables**

- Meeting Agenda and Notes (Word).



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## Task 3 Define Project Requirements and Assumptions

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### Objective

The purpose of this task is to define and customize project requirements and assumptions. The defined requirements from this task will be used to guide the other elements of the study including the drywell inventory, geotechnical testing, H&H modeling, and developing the solutions program.

### Consultant Services

- **Define requirements:** OCI will define requirements that are applicable to the project area. This is expected to include:
  - Identify and summarize applicable requirements within the City of Spokane Design Standards, the EWA NPDES Phase II MS4 current permit, the SWMMEW (including the UIC Rule), and Spokane Regional Stormwater Manual (SRSW). This will include developing a summary of the relevant requirements which will be used guide the modeling, field work, and solutions.
  - Customize Requirements: OCI will meet with the City to review the draft summary of requirements and determine if the City would like to modify and/or add requirements. This would include items that differ from those defined in the requirements such as requirements for drywell treatment/pre-treatment and modeling analysis methods. This would also include any changes the City would like to make to level-of-service such as adding pre-treatment, retrofitting older drywells, etc. when not explicitly required by stormwater regulations.

### Client Responsibilities

- Identify current and proposed ordinances to OCI.
- Review and comment on draft summary of requirements and customized requirements within the agreed upon schedule.
- Provide official approval of requirements and assumptions.

### Assumptions

- Requirements will be based on City of Spokane Design Standards, the SWMMEW, and/or the SRSW.

### Deliverables

- Draft and Final Summary of Requirements (Table Format, Word).

---

## Task 4 Develop Drywell Inventory

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### Objective

The objective of this task is to collect and evaluate existing data, develop a drywell inventory to guide field assessments, and complete field assessments to identify poorly functioning facilities.

### Consultant Services

- **Data Review:** The following information will be collected and reviewed by OCI to develop the drywell inventory. Data will also be used to verify basin boundaries, investigate problem areas, and develop an understanding of the area's stormwater runoff patterns.
  - **GIS data:** Collect and review available GIS layers for the project area. Identify any gaps/abnormalities that need to be confirmed during site visits. Corrections made during the project will be confirmed/provided to the City for incorporation into the project/City GIS layers.
  - **Drainage Complaint Information:** Review City drainage complaint records, organize data, and add complaint information to a composite map of collected data.
  - **Maintenance Information:** Collect and review City maintenance information and records. This is expected to include meeting and coordinating with City Maintenance Staff.
  - **Drainage System Data:** Collect and review existing drainage reports and record drawings as needed to verify existing conditions.
  - **Data Inventory:** an inventory of all data collected will be developed in a table format.
    - Identify whether data gaps exist by comparing the inventory of existing data to project goals/objectives.
    - If data gaps are identified, OCI will develop recommendations for collecting the data and review with the City to decide how to proceed.
- **Site Visits:** Conduct site visits to all drywells in the study area (approximately 800 drywells) to collect data for the drywell inventory and confirm/document site conditions for the hydrology model. This will include collection of the following data:
  - Drywell design (single-depth, double-depth, etc.)
  - Adjacent road condition
  - Presence of pre-treatment
  - Presence/apparent composition of debris
  - Presence/depth of standing water
  - Depth from inlet to top of sediment
  - Apparent signs of ground surface flooding issues adjacent to drywell
- **Hydrogeologic Data Review**
  - Compile and review existing geotechnical and hydrogeologic information for the study area. Existing information could include:
    - Previous reports conducted contained in GeoEngineers files.
    - Previous geotechnical reports and/or other subsurface data for the study area provided by the City.
    - Geologic/hydrogeologic maps and reports published by state and/or federal agencies and readily available within the public domain.
    - Water well and resource protection well reports on file with the Washington State Department of Ecology.

- Tabulate existing geotechnical/hydrogeologic data that are pertinent to stormwater infiltration and drywell performance. This data will inform an understanding of the geologic controls of stormwater infiltration, such as depth to groundwater, thickness of underlying permeable sediments, and/or depth to low-permeability aquitard.
- Create maps of the study area summarizing existing geotechnical/hydrogeologic data.
- Based on the above-described mapping and drywell inventory, identify portions of the study area where geologic controls could limit stormwater infiltration.
- Conduct a field reconnaissance of the study area and, specifically, the above-identified problem drainage zones.
- Recommend locations for subsurface explorations and testing to be conducted during Task 5. This will include locations for the following:
  - Drilling exploration.
  - Drywell exfiltration testing.
  - Rehabilitation pilot testing of selected drywells.
- **Drywell Inventory:** Compile all data collected and reviewed as part of this task into a drywell inventory in GIS and spreadsheet format.
- **Site Sheets:** Create site sheets for each drywell including site photos and summary of data collected at each location.
- **QA/QC Review:** Perform QA/QC review for deliverables.

#### **Client Responsibilities**

- Provide existing data within the project boundary and directly adjacent.
- Arrange for access to existing facilities if City staff is required to be present during field visits.
- Decision regarding additional data collection (if needed).
- Review and provide comments within the agreed upon schedule.

#### **Assumptions**

- Final copies of all maps will be included the stormwater basin study (Task 7).

#### **Deliverables**

- Inventory of collected data (Excel)
- Maps summarizing geotechnical/hydrogeologic data
- Drywell inventory (GIS and Excel)
- Site sheets for all drywells in the study area

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## Task 5 Conduct Geotechnical Field Work

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### Objective

The objective of this task is to complete geotechnical field work to assess existing geology conditions and drywell conditions.

### Consultant Services

- **Drilling Exploration:** GeoEngineers will conduct drilling and sampling operations using GeoEngineers' in-house drill rig. We anticipate that the exploration locations will be accessible to our conventional rubber-tired, hollow-stem auger rig. The number and locations of drilling explorations will be based on results of Task 4 and determined in consultation the City. Tasks related to drilling exploration will consist of the following:
  - Arrange for public and, if appropriate, private utility locates of the exploration locations.
  - Coordinate with the City to obtain applicable permitting regarding work conducted in City right-of-way. We assume the City will waive right-of-way permit fees.
  - Arrange for temporary traffic control during field work. The type of traffic control will depend on site-specific conditions, and could vary from signs and cones, to flaggers, to temporary road closures. Traffic control requiring flaggers will be provided by a traffic control company under subcontract to GeoEngineers.
  - At each selected drilling location, drill one soil boring using hollow-stem auger drilling methods. Borings will be drilled to a depth of 30 feet below ground surface (bgs), until the presence of bedrock is confirmed, or drilling progress is refused, whichever is shallowest. A detailed log of the exploration will be recorded by GeoEngineers' field engineer or geologist. Soil samples will be collected using split-barrel samplers, typically at 2.5- to 5-foot sampling intervals.
  - Conduct borehole permeability tests at selected locations and depths. We preliminarily propose conducting borehole permeability tests at depths of 5 and 15 feet bgs, depending on encountered subsurface conditions.
  - Conduct laboratory testing of up to two selected soil samples from each soil boring. Laboratory testing will consist of gradation analyses completed in accordance with ASTM International (ASTM) Method C 136.
- **Monitoring Well Installation and Monitoring:** We anticipate that the regional groundwater table will be below the base of our drilling explorations. However, it is possible that we could encounter perched groundwater beneath specific portions of the study area. These zones of perched groundwater, if present, could limit drywell exfiltration. If perched groundwater is encountered, we will recommend to the City that we construct a monitoring well in one or more drilling locations for the purpose of monitoring groundwater response to storms and seasonal fluctuations in precipitation. We assume that monitoring wells, if installed, will be funded either through a contract amendment or by reducing the number of drilling explorations. If conducted, monitoring well installation activities will consist of the following:
  - Construct monitoring well(s) using 2-inch-diameter, Schedule 40, polyvinyl chloride (PVC) casing and well screen and protective, flush-mount, steel monuments.
  - Develop the monitoring well(s) using a combination of surging and bailing/pumping to develop an efficient hydraulic connection between the well screen and adjacent aquifer.
  - Install pressure transducers/dataloggers within selected monitoring well(s). Program the dataloggers for measurement of groundwater levels on a 2- to 4-hour interval.

- Download the installed transducers on a 3-month interval and conduct associated data reduction/analysis activities.
- **Drywell Testing and Analysis:** GeoEngineers will conduct drywell exfiltration testing of selected drywells for the purposes of: (1) characterizing drywell exfiltration performance and the hydraulic properties of shallow soil within specific portions of the study area; and (2) evaluating the extent to which drywell rehabilitation operations conducted by the City improve drywell performance. The number and locations of drywell tests will be based on results of Task 4 and determined in consultation the City. Tasks related to drywell testing will consist of the following:
  - Coordinate with the City to secure water sources for testing and to route water to the test sites. We assume that the City will provide permitting to use the nearest water hydrant and assist with securing access from the water hydrant to the testing locations, if necessary.
  - Arrange for temporary traffic control where needed.
  - Conduct drywell exfiltration testing within the selected existing drywell in general compliance with the 2019 Stormwater Management Manual for Eastern Washington and the 2008 Spokane Regional Stormwater Manual.
    - At locations proposed for characterizing drywell exfiltration performance and hydraulic properties of shallow soil, one drywell exfiltration test will be performed.
    - At locations proposed for rehabilitation pilot testing, two drywell exfiltration tests will be performed. The first test will be conducted before the City conducts drywell rehabilitation operations to establish a background condition and the second test will be conducted after rehabilitation to quantify the associated improvement in drywell performance.
  - Monitor groundwater elevations in adjacent drywells and/or installed monitoring wells, if any, during drywell testing.
  - Analyze drywell exfiltration test data for normalized and design outflow rate.
  - For rehabilitation pilot testing locations, evaluate the improvement in drywell performance achieved during rehabilitation pilot testing.

#### Client Responsibilities

- Provide input on drilling, monitoring, and drywell testing locations.
- Provide applicable permits for work conducted in City right-of-way.
- Provide permitting to use water hydrants near testing locations and assist with securing access from the water hydrant to the testing locations.

#### Assumptions

- **Drilling Exploration Budget:** The drilling exploration program will be designed to conform to a project drilling exploration budget rather than a pre-assigned number of explorations. Herein, we propose a budget of \$40,000. Fees required to complete an individual boring likely will vary based on site conditions, access constraints, traffic control requirements and subsurface conditions encountered at a particular boring location. For a rough order of magnitude estimate, we anticipate being able to complete approximately 20 to 25 borings within this budget.
- **Drywell Testing and Analysis Budget:** The drywell testing program will be designed to conform to a project testing budget rather than a pre-assigned number of tests. Herein, we propose a budget of \$35,000. The fees required to complete an individual drywell test likely will vary based on a number of factors including available water sources (i.e., hydrants) and distance from the source to the drywell, traffic control (if needed), and staff availability. For a rough order of magnitude estimate, we anticipate being able to complete about 20 to 35 tests within this budget.

**Deliverables**

- Summary of borehole permeability tests (PDF)
- Summary of laboratory testing of soil samples from each soil boring (PDF)
- Water level monitoring results if monitoring wells are installed (Excel)
- Summary of drywell testing results (PDF)

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## Task 6 Develop Concepts and Solutions

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### Objective

This task focuses on completing a basin hydrology study and developing a tiered solution program for drywells in the project area.

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### Task 6A Hydrology Study

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### Consultant Services

- **Develop SWMM Model** for the project basins. The model will be created using GIS data and record drawings to confirm the model represents existing conditions. Field visits (Task 4) will be completed as needed to verify any parameters missing from the data, such as high points that create basin boundaries, pipe inverts and sizes, or control structure hydraulics. The model will be updated assuming the following level of detail:
  - **Subcatchment Delineation:** Where data is available, subcatchments will be delineated based on areas or neighborhoods with similar topography, land cover, and soil types. Number of drywells and drywell characteristics will also be considered when delineating subcatchments. Subcatchment sizes are expected to range from roughly 20 to 50 acres.
  - **Drywells:** Hydraulics for drywells will be modeled using the SWMM LID functions to represent infiltration from aggregated drywells; individual drywells will not be explicitly modeled. Infiltration rates for aggregated drywells will be assigned based on data review and field work performed by GeoEngineers.
  - **Stormwater BMPs:** Hydraulics for small stormwater BMPs (e.g. bio-infiltration swales) will be modeled using the SWMM LID functions where applicable and individual facilities will not be explicitly modeled.
  - **Ponds and Regional Facilities:** Detention ponds, regional facilities, and their control structures will be explicitly modeled based on record drawings, GIS data, and field measurements.
  - **Conduits:** SWMM conduits including pipes and open channels will be updated to include pipe size or channel geometry and invert elevations provided by the City.
  - **Junctions:** The model will be developed to include all manholes. Catch basins, cleanouts and other structures will not be included unless required for connectivity of model conduits.
  - **Groundwater:** If required, groundwater will be modeled using a constant inflow to approximate groundwater contributions to the storm system. Groundwater will not be explicitly modeled in SWMM.
- **Validate SWMM Model** using the data collected in Task 3. The model will be validated to the extent feasible based on available information such as precipitation data, observations or anecdotal information from City staff, review of subsurface conditions, and drainage complaints. This data will be used to determine whether the model shows expected hydraulic conditions at key locations. Detailed calibration of hydrologic parameters and infiltration/groundwater parameters will not be included as part of this work.
- **Modeling Assessment of Drywells:** The following modeling will be performed to assess drywells in the study area:
  - Identify areas where the model shows that drywells do not have capacity to manage flows from contributing subcatchments.
  - Assess overflow pathways for areas with inadequate drywell capacity to identify areas where standing water may occur and develop solutions for overflow pathways that will not cause downstream standing water.



- Evaluate re-directing flow to potential new drywells or other facilities using recommended infiltration rates from the GeoEngineers.
- **Evaluate CIP Projects:** Use the SWMM model to evaluate proposed CIP projects developed in task 6B. This may include developing sizing for new conveyance, BMPs, or infiltration facilities.
- **Maps** – Up to five (5) 11x17 GIS maps will be developed of the following items:
  - One (1) map showing model results for drywells with insufficient capacity and overflow paths for runoff that bypasses drywells.
  - One (1) basin-wide map showing areas for additional facilities and alternative routes for re-directing flow to new facilities.
  - Up to three (3) maps showing potential CIP projects.
- **QA/QC Review** – perform QA/QC review for deliverables.

#### **Client Responsibilities**

- City GIS data is not expected to include invert elevations for pipes, catch basins, or manholes. City Staff will provide OCI with updated GIS data that includes invert elevations from record drawings for all pipes, catch basins, and manholes if this data is required.
- Review and provide feedback on input parameters and modeling results.
- Provide comments on the draft deliverables within the agreed upon schedule.

#### **Assumptions**

- Modeling will not be completed for full build-out conditions. It is assumed the study area is fully developed and future redevelopment will not significantly impact hydrology.
- Hydraulics and Hydrology Model Output will be included in the Report (Task 7).
- Final copies of all maps will be included the stormwater basin study (Task 7).

#### **Deliverables**

- Draft and Final GIS-developed maps (PDF).
- Model validation hydrograph plots and flow statistics (PDF).
- Electronic copy of the model files (PCSWMM files)

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### *Task 6B Tiered Solution Program*

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#### **Consultant Services**

- **Geologic Assessment**
  - Evaluate whether drywell rehabilitation efficacy varies as a function of geologic conditions and/or location within the study area.
  - Identify portions of the study area, if any, where geologic or hydrogeologic conditions likely limit drywell performance, and provide recommendations for reduced drywell exfiltration rates or alternative infiltration facilities, as applicable.
  - Characterize the extent to which the City can expect drywell rehabilitation to improve drainage within the study area.
  - Identify portions of the study area, if any, where drywell replacement appears to be necessary to restore drywell exfiltration.
  - Provide conclusions regarding drywell rehabilitation and replacement. GeoEngineers will contribute/edit the Tiered Solution Program document prepared by OCI.

- **Tiered Solution Program:** Develop a solution program that includes the following information:
  - Rubric for prioritizing and ranking drywells that are higher or lower priority for repairs or rehabilitation.
  - Updated GIS drywell inventory with recommended action and prioritization for each drywell. Recommendations are expected to include the following:
    - Continue regular drywell inspection and maintenance.
    - Rehabilitate existing drywell in place.
    - Replace drywell and surrounding drain rock envelope.
    - Route runoff away from drywell to another location.
    - Retrofit or replace drywell to meet UIC Rule requirements for treatment.
  - Table summarizing the recommended drywell program including prioritization, cost, and schedule for design and construction. The table will be included in the final report (Task 7).
- **Capital Improvement Plan (CIP) Project Development:** Develop up to three (3) concept designs for CIP projects in areas where runoff needs to be routed away from drywells to a regional facility or conveyance system. These concept designs will be developed as needed for locations where the tiered solution program will not sufficiently address drainage problems. CIP projects will be documented with industry-standard CIP summaries that include the following:
  - Summary - For each CIP project, create a written summary of existing conditions and recommended conceptual design strategy for stormwater conveyance, regional facilities, or other stormwater infrastructure.
  - Sketches - Concept level GIS-developed sketches of the design strategy in plan view.
  - Cost Estimate – Develop a planning-level cost estimate.
- **Flow Chart:** Prepare a flow chart documenting the drywell assessment completed in this study that the City can use for future projects.
- **QA/QC Review** – perform QA/QC review for deliverables.

#### **Client Responsibilities**

- Provide comments on the draft deliverables within the agreed upon schedule.

#### **Assumptions**

- The number of CIP projects will be limited to three (3) projects.

#### **Deliverables**

- Rubric for prioritizing and ranking drywell repairs (Excel)
- GIS drywell layer with recommended action for all drywells (GIS Shapefile)
- CIP summaries for up to three (3) CIP projects (PDF)
- Flow chart documenting the drywell assessment (PDF)

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## Task 7 Develop Report and Action Plan

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### Objective

This task involves development of a draft and final report that summarizes the work complete and provides an action plan for implementing stormwater solutions.

### Consultant Services

- Prepare a draft and final report, which will include the chapters and content summarized in Table 1.
- Provide a QC review prior to submitting the draft and final report to the City.

**Table 1. Summary of Report Chapters.**

Chapter Title	Description
Fact Sheet	Provide an overview of the study, key outcomes, plans for future work, and overview of the Report contents.
Chapter 1. Study Overview and Project Requirements	Provide overview of study goals/objectives and outline how goals will be achieved. Define requirements for stormwater management in Northeast Spokane: 1) relevant regulations and policies and 2) service level goals.
Chapter 2. Existing Conditions	Describe existing conditions: 1) data collected and synthesized on maps; 2) surface and subsurface conditions; 3) identify drainage areas of concern; and 4) proposed alternatives for addressing drainage issues.
Chapter 3. Subsurface and Infiltration Analysis	Summarize subsurface analysis including data collected and reviewed and summaries of the drilling exploration, monitoring well installation, and drywell testing and analysis.
Chapter 4. Hydrology and Modeling	Describe the modeling approach and assumptions for determining flow rates and volumes, identifying areas with inadequate drywell capacity, and assessing proposed solutions.
Chapter 5. Tiered Solution Program	Provide an overview of the tiered solution program including the process for prioritizing drywell projects, scope of work for each project, opinion of probable cost, schedule for funding and constructing projects, and a summary of options for funding the projects.
Appendices	The anticipated appendices include the following: <ul style="list-style-type: none"><li>• Maps developed in previous tasks</li><li>• CIP conceptual design sheets developed in task 6</li><li>• Field assessment photographic log for use in future comparisons</li><li>• Geotechnical bore logs and infiltration testing documentation</li><li>• H&amp;H modeling results</li></ul>

### Client Responsibilities

- The City will provide consolidated comments on the outline and draft chapters produced in the task within the agreed upon schedule.
- Comments will be provided using the track changes and comment option in Word.

**Assumptions:**

- The Consultant will make changes to the preliminary draft Report based on feedback from City staff and develop a final draft Report.
- Draft deliverables associated with previous tasks will be finalized in the Report.
- The Chapters are expected to be an average of 6 pages each.

**Deliverables:**

- Draft report (Word)
- Final report with track changes showing how comments were addressed (Word)
- Final report in a clean version (PDF)

## SCHEDULE

Tasks	Anticipated Dates
Task 1 – Project Management and Administration	Entire Project March 2022 – March 2023
Task 2 – Project Presentations and Meetings	Entire Project March 2022 – March 2023
Task 3 – Define Project Requirements and Assumptions	March – April 2022
Task 4 – Develop Drywell Inventory	April – June 2022
Task 5 – Conduct Geotechnical Field Work	July – October 2022
Task 6 – Develop Concepts and Solutions Task 6A Hydrology Study Task 6B Tiered Solution Program	March – December 2022 November 2022 – January 2023
Task 7 – Develop Report and Action Plan	January – March 2023

## **FEE ESTIMATE**

Fee Estimate

Osborn Consulting, Inc.  
City of Spokane Northeast Stormwater Study

	OCI				GeoEngineers	
	Hours	Expenses	Mileage	Fee Estimate <sup>1</sup>	Fee Estimate	Total Fee Estimate
			\$0.65			
Project Tasks						
Task 1: Project Management & Administration						
Project Setup/Close out	6					
Coordinate and Manage Project Team	110				\$ 2,750	
Manage Project Schedule	7					
Manage OneDrive Site	4					
Invoicing / Status Reporting	24				\$ 2,750	
Total Hours	151	\$ -	\$0	\$ 27,475	\$ 5,500	\$ 32,975
Task 2: Project Presentations & Meetings						
Project Kick-Off Meeting	7				\$ 500	
Project Check-In Meetings with City	42				\$ 3,000	
Total Hours	49	\$ -	\$0	\$ 8,191	\$ 3,500	\$ 11,691
Task 3 Define Project Requirements and Assumptions						
Define Requirements	-					
Identify and Summarize Applicable Requirements	13					
Customize Requirements	11					
Total Hours	24	\$ -	\$0	\$ 3,558	\$ -	\$ 3,558
Task 4 Develop Drywell Inventory						
Data Review	-					
GIS Data	19					
Drainage Complaint Information	7					
Maintenance Information	7					
Drainage System Data	7					
Data Inventory	6					
Site Visits	248		160			
Hydrogeologic Data Review	8				\$ 25,000	
Drywell Inventory	44					
Site Sheets	80					
QA/QC Review	4					
Total Hours	430	\$ -	\$104	\$ 52,980	\$ 25,000	\$ 77,980
Task 5 Conduct Geotechnical Field Work						
Drilling Exploration	-				\$ 40,000	
Monitoring Well Installation and Monitoring	-				\$ -	
Drywell Testing and Analysis	12				\$ 35,000	
Total Hours	12	\$ -	\$0	\$ 2,061	\$ 75,000	\$ 77,061
Task 6 Develop Concepts and Solutions						
Task 6A Hydrology Study						
Develop SWMM Model	-					
Subcatchment Delineation	50					
Drywells	34					
BMPs, Ponds, Conduits, Junctions, Groundwater	42		160			
Validate SWMM Model	21					
Modeling Assessment of Drywells	36					
Evaluate CIP Projects	88					
Maps	10					
QA/QC Review	8					
Task 6B Tiered Solution Program	-					
Geologic Assessment	-				\$ 6,000	
Tiered Solution Program	112					
CIP Project Development	116					
Flow Chart	16					
QA/QC Review	12					
Total Hours	545	\$ -	\$104	\$ 78,728	\$ 6,000	\$ 84,728
Task 7 Develop Report and Action Plan						
Fact Sheet	44					
Chapter 1: Study Overview and Project Requirements - Draft	44					
Chapter 2: Existing Conditions - Draft	44					
Chapter 3: Subsurface and Infiltration Analysis - Draft	6				\$ 9,500	
Chapter 4: Hydrology and Modeling - Draft	44					
Chapter 5: Tiered Solution Program - Draft	44					
All Chapters - Final Version and Comment Responses	28					
QC Review and Formatting	32					
Total Hours	286	\$ -	\$0	\$ 42,016	\$ 9,500	\$ 51,516
Project Total Hours	1,497					
1. A mark-up of 5% is applied to Osborn's expenses which include printing and mileage for site visits.		OCI Subtotal:				\$ 215,008
		GeoEngineers Subtotal:				\$ 124,500
		Subconsultant Markup (4%):				\$ 4,980
		Total Fee Estimate				\$ 344,488





# Agenda Sheet for City Council Meeting of:

04/11/2022

<b>Date Rec'd</b>	3/22/2022
<b>Clerk's File #</b>	OPR 2022-0244
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	IPWQ 5586-22
<b>Requisition #</b>	CR 23484

<b>Submitting Dept</b>	FACILITIES MANAGEMENT
<b>Contact Name/Phone</b>	DAVID STEELE 625-6064
<b>Contact E-Mail</b>	DSTEELE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5900 - ON-CALL OFF-STREET PARKING LOT REPAIR & MAINTENANCE

## Agenda Wording

Approve contract for parking lot maintenance with Arrow Construction for work to be completed in 2022.

## Summary (Background)

In 2018 City staff oversaw pavement repair and maintenance efforts at 19 of the 75 facilities throughout the City of Spokane. In 2019, work was completed in 14 additional parking lots - no repairs/maintenance was completed in 2020 or 2021 due to COVID. In each successful year, work was completed under a \$200,000 master contract managed through Facilities and in coordination with each of the affected departments such as Fire, Police, Library and Parks.

Lease? NO	Grant related? NO	Public Works? YES
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense \$ 200,000.00		# 5900-71300-42650-54201-99999
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	TEAL, JEFFREY	<b>Study Session\Other</b>	3/21/22 Finance Committee
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	CM Wilkerson & CM Cathcart
<b>Finance</b>	BUSTOS, KIM	<b>Distribution List</b>	
<b>Legal</b>	ODLE, MARI		tprince@spokanecity.org
<b>For the Mayor</b>	ORMSBY, MICHAEL		dstele@spokanecity.org
<b>Additional Approvals</b>			sharon@asphaltsupply.net
<b>Purchasing</b>	PRINCE, THEA		kbustos@spokanecity.org
			hhaws@spokanecity.org
			laga@spokanecity.org

## Committee Agenda Sheet

### FINANCE & ADMINISTRATION COMMITTEE

<b>Submitting Department</b>	Facilities
<b>Contact Name &amp; Phone</b>	David Steele x6064
<b>Contact Email</b>	<a href="mailto:dsteale@spokanecity.org">dsteale@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CM Betsy Wilkerson
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion     Time Requested: _____
<b>Agenda Item Name</b>	Contract for On-Call Off-Street Parking Lot Repair & Maintenance
<b>Summary (Background)</b>	<p>In 2018 City staff oversaw pavement repair and maintenance efforts at 19 of the 75 facilities throughout the City of Spokane. In 2019, work was completed in 14 additional parking lots – no repairs/maintenance was completed in 2020 or 2021 due to COVID. In each successful year, work was completed under a \$200,000 master contract managed through Facilities and in coordination with each of the affected departments such as Fire, Police, Library and Parks.</p> <p>Funding has been identified to allow for the completion of an additional \$200,000 worth of off-street paving maintenance during the 2022 paving season. City staff released an Informal Public Works Quote request for the completion of this year's work in early 2022. This request for bids identified a list of the various common work items and associated unit costs for each. This format allows for the development of individual scopes of work for each unique location. This contract has been developed in a master contract format, providing the flexibility to complete as much work as possible at a wide variety of locations during the paving season, while working around various public events at these locations and accounting for the differing levels of work needed at each site.</p>
<b>Proposed Council Action &amp; Date:</b>	Approve Master Contract with Arrow Concrete March 21, 2022
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: General Fund  Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts: Extending the life of existing parking investments and infrastructure</b> What impacts would the proposal have on historically excluded communities? Much of the work completed under this contract will be completed in or at Parks, Fire Stations, and Neighborhood Centers. These locations provide recreational opportunities, safety, and a wide range of resources for all of Spokane's communities.	

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

NA

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Each season this contract is bid with a standardized list of bid items, this allows for a long-term evaluation of cost trends, material effectiveness and durability, and tracking of the overall strategy utilized to lengthen the life of the City's off street parking infrastructure. Utilizing data points over time, it allows staff to identify trendlines and pinpoint when a parking lot should be replaced rather than repaired.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The ongoing maintenance and repair of the City of Spokane's off-street parking lots continues to invest in our facilities in a manner that prevents premature deterioration of our parking infrastructure, which would result in additional replacement costs. This program provides a manageable cycle of investment that impacts a wide range of Departments, if community wide, and demonstrates good stewardship practices for City resources.



**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **ON-CALL OFF-STREET PARKING  
LOT REPAIR AND MAINTENANCE**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **ARROW CONCRETE & ASPHALT SPECIALTIES, INC.**, whose address is P.O. Box 11133, Spokane Valley, Washington 99211 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide ON-CALL OFF-STREET PARKING LOT REPAIR AND MAINTENANCE; and*

*WHEREAS, the Contractor was selected through an Invitation to Bid issued by the City of Spokane.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on April 17, 2022, and ends on April 16, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for two (2) additional one-year contract periods, subject to mutual agreement.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The Contractor shall provide On-Call Off-Street Parking Lot Repair and Maintenance.

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

**4. COMPENSATION / PAYMENT.**

Total compensation for Contractor's on-call, as needed, unit priced services under this Agreement shall be a maximum amount not to exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, including applicable sales tax, in accordance with Response to Request for Bid including Pricing Response, attached as Exhibit C, or payable as follows:

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

The Company shall submit its applications for payment to City of Spokane Facilities Management Department, [facilitiesdepartment@spokanecity.org](mailto:facilitiesdepartment@spokanecity.org), Attn: Dave Steele. All invoices should include the City Clerk's File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage Number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**5. TAXES, FEES AND LICENSES.**

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

**6. PREVAILING WAGES.**

- A. The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries. (L&I).
- B. State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:

<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620)

Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. 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 anniversary date of the contract. 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.

**7. CITY OF SPOKANE BUSINESS LICENSE.**

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

**8. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

**9. INDEMNIFICATION.**

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

waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

**10. INSURANCE.**

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

- A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
- C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and
- D. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverages required by this Agreement, the Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed Agreement. The certificate shall specify all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

**11. SUBCONTRACTOR RESPONSIBILITY.**

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



**12. INDEPENDENT CONTRACTOR.**

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

**13. ASSIGNMENT AND SUBCONTRACTING.**

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

**14. TERMINATION.**

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

**15. STANDARD OF PERFORMANCE.**

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

**16. ANTI KICK-BACK.**

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

**17. CONSTRUUAL.**

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

**18. 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

**19. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.**

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

**20. MISCELLANEOUS PROVISIONS.**

- A. **Amendments/Modifications:** The City may modify this Agreement and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Agreement time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.

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

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

**ARROW CONCRETE & ASPHALT  
SPECIALTIES, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A - Certification Regarding Debarment

Exhibit B - Certification of Compliance with Wage Payment Statutes

Exhibit C - Response to Request for Bid including Pricing Response

**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 certifies, 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)



## Certification of Compliance with Wage Payment Statutes and Washington Department of Labor and Industries Training Requirement

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (\_\_\_\_\_), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

As of July 1, 2019, have fulfilled the Department of Labor and Industries’ Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020 by either of the following:

- 1) Received training on the requirements related to public works and prevailing wage under chapter RCW 39.04.350 and chapter 39.12; or
- 2) Be certified exempt by the Department of Labor and Industries by having completed three or more public work projects and have a had a valid business license in Washington for three or more years.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Bidder’s Business Name

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

*Check One:*

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

\_\_\_\_\_  
If a co-partnership, give firm name under which business is transacted:

\_\_\_\_\_  
*\* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner*

**EXHIBIT C**

## Bid Response Summary

**Bid Number** IPWQ 5586-22  
**Bid Title** 2022 Off-Street Parking Lot Repair and Maintenance  
**Due Date** Tuesday, February 8, 2022 5:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Arrow Concrete & Asphalt Specialties, Inc  
**Submitted By** jeffh@asphaltsupply.net jeffh@asphaltsupply.net - Friday, February 4, 2022 11:39:11 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 jeffh@asphaltsupply.net  
**Comments**

### Question Responses

Group	Reference Number	Question	Response
Default Item Group			
	BACKGROUND	The City of Spokane is seeking a contractor for 2022 Off-Street Parking Lot Repair and Maintenance for the Facilities Department. Services are requested on an as needed basis.	I acknowledge and agree
	CONTRACTOR'S REPRESENTATION	The Contractor by making its Bid represents that it has read and understands the specifications.	I acknowledge and agree
	QUALIFICATION	Prior to the award of Contract, the Contractor shall be required to submit evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the Work, unless waived by the City.	I acknowledge and agree
	AWARD OF CONTRACT	Award of Contract, when made by the City, will be to lowest responsive responsible bidder based on the work outlined in the Scope of Work and Bid Proposal. Unsuccessful Bidders will not automatically be notified of results. The City reserves the right to accept either the base bid per plans and specifications or alternative proposals when in the best interest of the City.	I acknowledge and agree
	EXECUTION OF CONTRACT	Within ten (10) days of contract award, the Contractor shall sign and return to the City an executed copy of the contract and approved evidence of insurance unless otherwise mutually agreed by the City and Contractor.	I acknowledge and agree
	GUARANTEE	The Contractor guarantees all work, labor and materials for one (1) year following final acceptance. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the work in a satisfactory condition, and further repair all damage caused by the condition or defect at its sole expense. This guarantee shall not apply to work which has been abused or neglected by the City.	I acknowledge and agree



INVOICING	Invoices must be submitted to the Facilities Department within 30 days of performing the work. • Invoices shall include the location and type of services performed, detailed hours and rate per hour, and on site contact that approved services. • Invoices shall reference and list OPR #2022-XXXX and approved Intent to Pay Prevailing Wage Number. • Payment of invoices shall be contingent upon receipt of sufficient detail to permit identification of the services performed and compliance with contract conditions. Original invoices are required and shall not be approved for payment until all services per request have been satisfactorily performed. Invoices shall be mailed to the Facilities Department, 808 West Spokane Falls Blvd., Spokane WA, 99201	I acknowledge and agree
PAYMENT	Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Contractor and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.	I acknowledge and agree
REJECTION OF BIDS	The City reserves the right to reject any or all Bids, to waive minor deviations from the specifications, to waive minor informalities in Bid process whenever it is in the City's best interest, and to accept or reject all or part of this Request for Bids, at the prices shown.	I acknowledge and agree
CONTRACTOR REGISTRATION	The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.	I acknowledge and agree
RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS	A. In accordance with RCW 39.04.380 effective March 30, 2012 the City of Spokane is enforcing a Reciprocal Preference for Resident Contractors. Any public works bid received from a nonresident Contractor from a state that provides an in-state percentage bidding preference, a comparable percentage disadvantage must be applied to the bid of that nonresident Contractor. A nonresident Contractor from a state that provides a percentage bid preference means a Contractor that: a) is from a state that provides a percentage bid preference to its resident Contractors bidding on public works Contracts; and b) at the time of bidding on a public works project, does not have a physical office located in Washington.	I acknowledge and I agree
RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS	B. The state of residence for a nonresident Contractor is the state in which the Contractor was incorporated or, if not a corporation, the state where the Contractor's business entity was formed. All nonresident Contractors will be evaluated for out of state Bidder preference. If the state of the nonresident Contractor provides an in-state Contractor preference, a comparable percentage disadvantage will be applied to their bid prior to Contract award.	I acknowledge and I agree
RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS	C. This section does not apply to public works procured pursuant to RCW 39.04.155, 39.04.280, or any other procurement exempt from competitive bidding.	I acknowledge and I agree

COMPLETION TIME	Work must be completed in a reasonable amount of time, contractor cannot leave our work incomplete to go to another job. If repair is delayed due to needed parts, estimated wait time and shipping tracking information must be provided. If for any reason the contractor is unable to respond in a reasonable amount of time, the City reserves the right to go outside the contract and work with another contractor.	I acknowledge and agree
EMPLOYEES PER JOB	Please indicate how many employees the contractor feels is standard to perform each job.	Crackseal and Sealcoat - 4 to 5 Asphalt Work - 7 man asphalt crew plus truck drivers & Foreman. Chipseal - 8 man crew plus truck drivers Concrete - Depends on size of area
LIQUIDATED DAMAGES	If individual task assignments are not completed within the stated completion time as defined in the task assignment, the Contractor agrees to pay to the City Liquidated Damages (LD's) in the amount of TWO HUNDRED FIFTY DOLLARS (\$250.00) for each and every day the Work on that task assignment remains uncompleted.	I acknowledge and agree
CONTRACTOR CONTACT INFORMATION	Please indicate Name, Telephone Number and E-Mail address for person submitting this bid response.	Jeff Hohenthal Estimator/Project Manager 509-934-1603 jeffh@asphaltsupply.net
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
ADDITIONAL INFORMATION	If you have additional information/documents to submit, upload them here.	IPWQ #5586-22 Supplemental Bidder Responsibility Criteria Form.pdf
PUBLIC WORKS REQUIREMENTS		
A.	The work under this contract is classified as routine maintenance under state law.	I acknowledge and agree
1.	A payment/performance bond is NOT required	I acknowledge and agree
2.	Statutory retainage is NOT required	I acknowledge and agree
B.	Prevailing Wage	Yes

1.	The State prevailing rate of wages to be paid to all workmen, laborers or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 of the Revised Code of Washington (RCW) and the rules and regulations of the Washington State Department of Labor and Industries (L & I).	I acknowledge and agree
2.	<p>The State of Washington prevailing wage rates applicable for this public works project, which is located in Spokane County, may be found at the following website address of the Department of Labor and Industries:</p> <p><a href="https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx">https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx</a>. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. On call contracts must have prevailing wage rates updated annually. Intents and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous twelve-month period of the unit priced contract. (RCW 35.22.620) Upon the anniversary date of the contract, labor rates may be adjusted according to the revised prevailing wages adopted by the Department of Labor and Industries at that time. 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 anniversary date of the contract. 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.</p>	I acknowledge and agree
C.	Apprenticeship	Yes
1.	If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid State prevailing journeyman wages.	I acknowledge and agree
D.	Statement of Intent	Yes
1.	The Contractor and subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any work or payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Prior to payment of funds held under RCW 39.12.040, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician annually for all work completed within the previous twelve-month period of the unit priced contract (RCW 35.22.620).	I acknowledge and agree

E.	Filing Fees	Yes
1.	The fee for the approval of 1) "Statements of Intent to Pay Prevailing Wages" and 2) "Affidavits of Wages Paid" is forty dollars (\$40) for each form. The Contractor is responsible for payment of these fees and shall make all applications directly to L & I.	I acknowledge and agree
F.	Department of Labor and Industries' Public Works and Prevailing Wage Training	Yes
1.	As of July 1, 2019 contractors must have fulfilled the Department of Labor and Industries' Public Works and Prevailing Wage Training Requirement before bidding and/or performing work on public works projects under RCW 39.04.350 and RCW 39.06.020	I acknowledge and agree
EXCEPTIONS	If you marked "I do not acknowledge and agree" on any of the areas above, explain here what you are taking exception to.	
GENERAL CONDITIONS		
#1	Contractor acknowledges that they have read and understand the General Conditions Document in the "Documents" tab.	I acknowledge and agree
EXCEPTIONS	If you marked "I do not acknowledge and agree" above - explain here what you are taking exception to.	
TECHNICAL REQUIREMENTS		
Performance	Unless otherwise stated, the Contractor will be responsible for the furnishing of all labor, supervision, materials, tools, construction equipment, transportation, and other items of work and costs necessary for the proper performance and completion of the described Work. The apparent silence or omission as to any detail of any Work to be done or materials to be furnished and required for the proper performance of the Work, shall be regarded as meaning that the best general practice is to prevail, and that material and workmanship of the best quality are to be used, and interpretation of the scope of work shall be made upon this basis.	I acknowledge and agree
Scope of Work	The City of Spokane currently owns and/or is responsible for approximately 400,000 square yards of asphalt surfaced paved parking lots throughout the community and desires to complete maintenance and repair work on a variety of these assets in 2022. These parking areas service libraries, fire stations, parks, police precincts, maintenance yards, etc. It is the intent of the request for bids to solicit bids for the maintenance and repair of the asphalt parking lot surfaces, the repair or replacement of incidental concrete driveway aprons or slabs, and the reapplication of parking lot striping and handicapped striping as necessary to meet all applicable ADA standards.	I acknowledge and agree

Scope of Work	The City of Spokane recognizes that each parking lot is in a different beginning condition. Some lots are essentially like new (having been recently constructed) and others are in need of significant work (likely requiring removal and replacement of failed asphalt). A third category of parking lots are in need of minor repairs or preventative maintenance. For the purposes of this request for bids, the City of Spokane anticipates completing approximately the following amount of work during the 2022-paving season:	I acknowledge and agree; I do not acknowledge and do not agree
1.	5,000 linear feet of minor (less than 1"wide) crack cleaning, preparation, and sealing.	I acknowledge and agree; I do not acknowledge and I do not agree
2.	5,000 linear feet of major (greater than 1" wide) crack cleaning, preparation, and sealing.	I acknowledge and agree; I do not acknowledge and I do not agree
3.	40,000 square yards of fog seal.	I acknowledge and agree; I do not acknowledge and I do not agree
4.	15,000 square yards of slurry seal.	I acknowledge and agree; I do not acknowledge and I do not agree
5.	2,500 square yards of chip seal.	I acknowledge and I agree
6.	2,500 square yards of "skin patch".	I acknowledge and agree; I do not acknowledge and I do not agree
7.	300 square yards of full depth (2" or 3") asphalt removal and replacement.	I acknowledge and agree; I do not acknowledge and I do not agree
8.	500 square yards of 1" grind and overlay	I acknowledge and agree; I do not acknowledge and I do not agree

9.	300 square yards of concrete repair (4" or 6")	I acknowledge and agree; I do not acknowledge and I do not agree
10.	5,000 linear feet of striping or restriping of parking stalls as necessary.	I acknowledge and agree; I do not acknowledge and I do not agree
11.	5,000 linear feet of thermoplastic striping or restriping of parking stalls as necessary	I acknowledge and I agree
12.	Reapplication of handicapped striping per ADA requirements as necessary.	I acknowledge and agree; I do not acknowledge and I do not agree
Scope of Work	The City of Spokane anticipates utilizing individual task assignments for each parking lot under an overarching "Not to Exceed" master Contract resulting from this Request for Bids. The needs, requirements, desires, and working days for each parking lot will be evaluated and established jointly with City staff and the awarded Contractor. A task assignment for any work shall be prepared utilizing bid items and bid costs established under this Request for Bids. Work shall not be completed without a finalized task assignment signed by the City of Spokane Project Manager. Due to the highly public nature and function of City of Spokane parking lots, liquidated damages will be assessed per task assignment for failure to meet approved working days per task assignment.	I acknowledge and agree; I do not acknowledge and I do not agree
Scope of Work	All Work shall be completed per applicable City of Spokane or referenced WSDOT requirements defining standards and specifications for concrete and asphalt work including products and materials, work methods, final results, and work conditions. As part of this request, Bidders shall submit materials specification sheets for each product or material proposed to be used in the completion of work resulting from this Informal Public Works Quote for review and approval by City staff.	I acknowledge and I agree
Scope of Work	Upload materials specification sheets for each product or material proposed to be used in the completion of work resulting from this Informal Public Works Quote for review and approval by City staff. If you have more than one document to upload, combine them into one document as only one document can be uploaded here.	IPWQ #5586-22 Material Data Sheets.pdf
Scope of Work	Strong customer service and communication by telephone, email, or some combination thereof.	I acknowledge and agree

Scope of Work	Completion of work, whenever possible, in the most timely and cost efficient manner for the citizens of Spokane. If projects across multiple departments may be combined to achieve reductions in timeline and/or price, the Contractor shall make every reasonable effort to do so.	I acknowledge and agree
Scope of Work	The Contractor shall be responsible for obtaining at its expense any related or necessary permits required by regulatory agencies.	I acknowledge and agree
Scope of Work	Under no circumstances, will the total dollar value of work exceed \$200,000 for the 2022 paving season.	I acknowledge and agree; I do not acknowledge and I do not agree
Scope of Work	The winning Contractor shall receive a unit priced contract and, upon complete and accepted performance by the Contractor, the City shall issue payment in the applicable amount set forth on the Pricing Tab for the actual repair performed.	I acknowledge
Service Completion Timeline	The Bidder agrees to start the work under this Contract within ten (10) days of the local asphalt plants opening for the 2022 paving season (but not earlier than March, 2022) and to substantially complete the specified work prior to the closing date of the local asphalt plants for the 2022 paving season.	I acknowledge and I agree; I do not acknowledge and I do not agree.
Professionalism	Successful vendor will fulfill contract in a responsible, professional manner at all times. Representatives shall dress appropriately and use acceptable health and safety practices.	I acknowledge and agree
BID		
Quantities	Quantities listed on the Pricing Form are estimates only for the purposes of determining low responsive bid. Payment will be made only for task orders requested and completed satisfactorily.	I acknowledge and I agree
Addenda	Indicate how many Addenda the Contractor acknowledges receipt of and agrees that its requirements have been included in this Bid.	0
Withdrawal of Bid	The Contractor agrees that its Bid will NOT be withdrawn for a minimum of sixty (60) calendar days after the stated submittal date.	I acknowledge and agree
Subcontractors	Download and complete the Subcontractor List in the "Documents" tab and upload it.	IPWQ #5586-22 Subcontractors.pdf
CONTRACTOR RESPONSIBILITY		
#1	Provide Washington State Contractor's Registration No.	AAROWCA054NP
#2	Provide Contractor's U.B.I. Number	601 619 703
#3	Provide Contractor's Washington Employment Security Department Number	857730 00 8
#4	Provide Contractor's Washington Excise Tax Registration Number	A17 4730 23
#5	Provide Contractor's City of Spokane Business Registration Number	T12011346BUS

BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL)			
	1.	A Bidder will be deemed not responsible if:	Yes
	A.	the Bidder does not meet the mandatory bidder responsibility criteria in SMC 7.06.500 and RCW 39.04.350(1), as amended; or	I acknowledge and I agree
	B.	the Bidder does not meet the supplemental bidder responsibility criteria as shown in the Supplemental Bidder Responsibility Criteria Document in the Documents tab of this project. The Bidder may be required by the City to submit documentation demonstrating compliance with the criteria.	I acknowledge and I agree
	.	If a potential Bidder believes that the supplemental bidder responsibility criteria will exclude it from bidding, it may request the City to consider modifying the criteria. Any request shall be submitted to the Purchasing Section of the Accounting Department no later than five (5) days before the bid opening. The City shall evaluate any such request, and if a decision is made by the City to modify the criteria, the modification shall be communicated to all Bidders and plan holders via the issuance of an addendum to the bidding documents. Likewise, in the event the City decides not to modify the criteria, it will endeavor to notify the requesting Bidder of its decision.	I acknowledge and I agree
	.	As evidence that the Bidder meets the supplemental bidder responsibility criteria, the apparent lowest Bidder shall submit to the City within twenty four (24) hours of the notification time the completed supplementary bidder responsibility form with any required documentation. The City reserves the right to request this documentation from other Bidders as well, and to request further documentation as needed to assess the Bidder's responsibility.	I acknowledge and I agree
	.	Note a minimum requirement of: • Two (2) completed projects of similar size and scope in the last ten (10) years. Evidence shall be submitted using the supplemental bidder responsibility criteria form attached to this Request for Bids.	I acknowledge and I agree
	.	The basis for evaluation of Bidder compliance with the supplemental criteria shall be any documents or facts obtained by the City (whether from the Bidder or third parties) which any reasonable owner would rely on for determining compliance. Determinations of responsibility or non-responsibility of a Bidder due to the supplemental criteria shall be based on a review of all the supplemental criteria factors as a whole with no single item being determinative.	I acknowledge and I agree



	<p>If the City determines the low Bidder does not meet either the mandatory bidder criteria or the supplemental bidder criteria and is therefore not a responsible Bidder, the contracting Agency shall notify the Bidder in writing with reasons for the determination. If the Bidder disagrees with this determination, it will have a minimum of three (3) business days from receiving the determination to submit additional written information to the City. The City will consider any timely submitted additional information received from the Bidder before issuing its subsequent determination. If the Bidder disagrees with the City's subsequent determination it may appeal the determination to the Mayor or designee in writing within two (2) business days of receiving the City's determination. If the final appeal affirms that the Bidder is not responsible, the City will not execute a Contract with any other Bidder until at least two (2) business days after the Bidder determined to be not responsible has received the final determination.</p>	<p>I acknowledge and I agree</p>
<p><b>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUS</b></p>		
<p>#1</p>	<p>The Contractor hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, the contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.</p>	<p>I acknowledge</p>

### Pricing Responses

Group	Reference Number	Description	Type	Unit Of Measure	Quantity	Unit Price	Ext Base Price	Comment
BID								
	1.	Small Crack Clean, Prepare, Seal (less than 1" in width)	Base	L. Ft.	5,000.00	\$1.25	\$6,250.00	
	2.	Large Crack Clean, Prepare, Seal (Greater than 1" in width)	Base	L. Ft.	5,000.00	\$1.65	\$8,250.00	
	3.	Surface Preparation and Fog Seal	Base	Sq. Yd	40,000.00	\$2.16	\$86,400.00	
	4.	Surface Preparation and Slurry Seal	Base	Sq. Yd	15,000.00	\$6.25	\$93,750.00	
	5.	Surface Preparation and Chip Seal	Base	Sq. Yd	2,500.00	\$8.55	\$21,375.00	
	6.	Surface Preparation and Skin Patch	Base	Sq. Yd	2,500.00	\$36.00	\$90,000.00	

7.	a. 2" Asphalt over 4" Compacted 5/8" Crushed (Individually less than 1 square yard)	Base	Sq. Yd	150.00	\$103.50	\$15,525.00	
7.	b. 3" Asphalt over 6" Compacted 5/8" Crushed (Individually less than 1 square yard)	Base	Sq. Yd	150.00	\$115.00	\$17,250.00	
8.	1" Asphalt Grind and Overlay	Base	Sq. Yd	500.00	\$33.75	\$16,875.00	
9.	a. 4" Concrete over 6" Compacted 5/8" Crushed for Slab, Sidewalk or Driveway Apron	Base	Sq. Yd	150.00	\$535.00	\$80,250.00	
9.	b. 6" Concrete over 6" Compacted 5/8" Crushed for Slap, Sidewalk or Driveway Apron	Base	Sq. Yd	150.00	\$565.00	\$84,750.00	
10.	a. Standard Stall Striping	Base	L. Ft.	5,000.00	\$1.00	\$5,000.00	
10.	b. Thermoplastic Striping	Base	L. Ft.	5,000.00	\$3.50	\$17,500.00	
11.	a. Handicapped Stall Striping	Base	Per Each	15.00	\$90.00	\$1,350.00	
11.	b. Thermoplastic Stall Striping	Base	Per Each	15.00	\$375.00	\$5,625.00	Full ADA Stall in Thermo
<b>Total Base Bid</b>		\$550,150.00					

# **Recommended Performance Guideline For Emulsified Asphalt Slurry Seal A105 (Revised February 2010)**



## **NOTICE**

It is not intended or recommended that this guideline be used as a verbatim specification. It should be used as an outline, helping user agencies establish their particular project specification. Users should understand that almost all geographical areas vary as to the availability of materials. An effort should be made to determine what materials are reasonably available, keeping in mind system compatibility and specific job requirements. Contact ISSA for answers to questions and for a list of ISSA member contractors and companies.

**International Slurry Surfacing Association  
#3 Church Circle, PMB 250  
Annapolis, MD 21401  
(410) 267-0023  
[www.slurry.org](http://www.slurry.org)**

# RECOMMENDED PERFORMANCE GUIDELINE FOR EMULSIFIED ASPHALT SLURRY SEAL

## 1. SCOPE

The intent of this guideline is to aid in the design, testing, quality control, measurement and payment procedures for the application of Emulsified Asphalt Slurry Seal Surfacing.

## 2. DESCRIPTION

Slurry seal shall consist of a mixture of an emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Buyer's Authorized Representative (B.A.R.). The slurry seal shall be applied as a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant texture throughout its service life.

## 3. SPECIFICATIONS

It is not normally required to run all tests on every project. A compilation of results from the listed tests should be indicative of system performance. Failure to meet specification for an individual test does not necessarily disqualify the system. If, for example, the system to be used on the project has a record of good performance, individual requirements for testing may be waived. Agency and testing methods are listed in the appendix (see Appendix A) and form a part of this guideline.

## 4. MATERIALS

### 4.1 EMULSIFIED ASPHALT

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 140 or ASTM D 977 for SS-1 or SS-1h. For CSS-1, CSS-1h, or CQS-1h, it shall meet the requirements of AASHTO M 208 or ASTM D 2397.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that the emulsion meets the specifications.

### 4.2 AGGREGATE

#### 4.2.1 GENERAL

The mineral aggregate used shall be the type specified for the particular application requirements of the slurry seal. The aggregate shall be crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation to be used.

#### 4.2.2 QUALITY TESTS

The aggregate should meet agency specified polishing values and these minimum requirements:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	45 Minimum
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	T 104	C 88	15% Maximum w/Na <sub>2</sub> SO <sub>4</sub> 25% Maximum w/MgSO <sub>4</sub>
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine <sup>1</sup>	T 96	C 131	35% Maximum

<sup>1</sup>The abrasion test is run on the parent aggregate.

#### 4.2.3 GRADATION

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall be within one of the following bands (or one recognized by the local paving authority):

SIEVE SIZE	TYPE I PERCENT PASSING	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
<b>3/8</b> (9.5 mm)	100	100	100	
<b># 4</b> (4.75 mm)	100	90 - 100	70 - 90	± 5%
<b># 8</b> (2.36 mm)	90 - 100	65 - 90	45 - 70	± 5%
<b># 16</b> (1.18 mm)	65 - 90	45 - 70	28 - 50	± 5%
<b># 30</b> (600 um)	40 - 65	30 - 50	19 - 34	± 5%
<b># 50</b> (300 um)	25 - 42	18 - 30	12 - 25	± 4%
<b>#100</b> (150 um)	15 - 30	10 - 21	7 - 18	± 3%
<b>#200</b> (75 um)	10 - 20	5 - 15	5 - 15	± 2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be

accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate quality test specifications in Section 4.2.2 before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

**Type I.** This aggregate gradation is used to fill surface voids, address moderate surface distresses, and provide protection from the elements. The fineness of this mixture provides the ability for some crack penetration.

**Type II.** This aggregate gradation is used to fill surface voids, address more severe surface distresses, seal, and provide a durable wearing surface.

**Type III.** This aggregate gradation provides maximum skid resistance and an improved wearing surface.

#### **4.3 MINERAL FILLER**

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design. Typical use levels are normally 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

#### **4.4 WATER**

The water shall be free of harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

#### **4.5 ADDITIVES**

Additives may be used to accelerate or retard the break/set of the slurry seal. Appropriate additives, and their applicable use range, should be approved by the laboratory as part of the mix design.

### **5. LABORATORY EVALUATION**

#### **5.1 GENERAL**

Before work begins, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing Emulsified Asphalt Slurry Seal Surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the B.A.R.

ISSA can provide a list of laboratories experienced in slurry seal design.

## 5.2 MIX DESIGN

Compatibility of the aggregate, emulsified asphalt, water, mineral filler and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the contractor for the project. Recommended tests and values are as follows:

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77°F (25°C)	TB 113	Controllable to 180 Seconds Minimum
Slurry Seal Consistency	TB 106	0.79 – 1.18 inches (2.0 – 3.0 cm)
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139 (For quick-traffic systems)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak	TB 100	75 g/ft <sup>2</sup> (807 g/m <sup>2</sup> ) Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109 (Critical in heavy-traffic areas)	50 g/ft <sup>2</sup> (538 g/m <sup>2</sup> ) Maximum

The Wet Track Abrasion Test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content required in a slurry seal system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. ISSA TB 136 describes potential causes for inconsistent results of the Wet Track Abrasion Test.

The mixing test is used to predict the time the material can be mixed before it begins to break. It can be a good reference check to verify consistent sources of material. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The report must clearly show the proportions of aggregate, mineral filler (if used) and emulsified asphalt based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Based on field conditions, adjustments within the specific ranges of the mix design may be required.

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual Asphalt	Type I: 10 - 16% Type II: 7.5 - 13.5% Type III: 6.5 - 12% (Based on dry weight of aggregate)
Mineral Filler	0.0 - 3.0% (Based on dry weight of aggregate)
Additives	As needed
Water	As required to produce proper mix consistency

### **5.3 MIX TOLERANCES**

Tolerances for the slurry seal mixture are as follows:

- a. After the residual asphalt content is determined, a variation  $\pm 1\%$  by weight of dry aggregate will be permitted.
- b. The slurry consistency, as determined according to ISSA TB No. 106, shall not vary more than  $\pm 0.2"$  ( $\pm 0.5$  cm) from the job mix formula after field adjustments.
- c. The rate of application shall not vary more than  $\pm 2$  lb/yd<sup>2</sup> ( $\pm 1.1$  kg/m<sup>2</sup>) when the surface texture does not vary significantly.

## **6. EQUIPMENT**

### **6.1 GENERAL**

All equipment, tools, and machines used in the application of slurry seal shall be maintained in satisfactory working condition at all times.

### **6.2 MIXING EQUIPMENT**

The machine shall be specifically designed and manufactured to apply slurry seal. The material shall be mixed by an automatic-sequenced, self-propelled, slurry seal mixing machine of either truck-mounted or continuous-run design. Continuous-run machines are those that are equipped to self-load materials while continuing to apply slurry seal. Either type machine shall be able to accurately deliver and proportion the mix components through a mixer and to discharge the mixed product on a continuous-flow basis. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

The B.A.R. should decide which type of equipment best suits the specific project. In some cases, truck-mounted machines may be more suited, i.e. cul-de-sacs, small narrow roadways, parking lots, etc. On some projects, continuous-run equipment may be chosen due to the continuity of mix and the reduction of start-up joints. Generally, truck-mounted machines or continuous-run machines may be used on similar projects.



If continuous-run equipment is used, the machine shall provide the operator with full control of the forward and reverse speeds during application of the slurry seal. It shall be equipped with a self-loading device and opposite-side driver stations. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

### **6.3 PROPORTIONING DEVICES**

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

### **6.4 SPREADING EQUIPMENT**

The mixture shall be placed uniformly by means of a spreader box attached to the paver and mechanically equipped, if necessary, to agitate and spread the material evenly throughout the box. With some quick-set systems, mechanical agitation may extend mix time. The slurry seal mixture shall have the proper consistency as it enters the spreader box. Spraying of additional water into the spreader box will not be permitted.

A front seal shall be utilized to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike-off and shall be adjustable. The spreader box and rear seal shall be designed and operated to provide uniform mix consistency behind the box. The spreader box shall have suitable means to side shift to compensate for variations in the pavement width. A burlap drag or other approved screed may be attached to the rear of the spreader box to provide a highly textured uniform surface. A drag stiffened by hardened slurry is ineffective and should be replaced immediately.

### **6.5 AUXILIARY EQUIPMENT**

Suitable surface preparation equipment, traffic control equipment, hand tools, and other support and safety equipment necessary to perform the work shall be provided by the contractor.

## **7. CALIBRATION**

Each mixing unit to be used in performance of the work shall be calibrated in the presence of the B.A.R. prior to the start of the project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided the calibration was performed during the previous 60 days. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering devices. Any equipment replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been accepted. ISSA Inspector's Manual describes a method of machine calibration. ISSA contractors and/or machine manufacturers may also provide methods of machine calibration.

## 8. **WEATHER LIMITATIONS**

The slurry seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No slurry seal shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

## 9. **NOTIFICATION AND TRAFFIC CONTROL**

### 9.1 **NOTIFICATION**

Homeowners and businesses affected by the paving shall be notified at least one day in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be posted in written form, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted.

### 9.2 **TRAFFIC CONTROL**

Traffic control devices shall be in accordance with agency requirements and, if necessary, conform to the requirements of the Manual on Uniform Traffic Control Devices. Opening to traffic does not constitute acceptance of the work.

In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the slurry seal mat to prevent damage. Tire marks may be evident in these areas after opening but typically diminish over time with rolling traffic.

## 10. **SURFACE PREPARATION**

### 10.1 **GENERAL**

Prior to applying the slurry seal, loose material, oil spots, vegetation, and other objectionable material shall be removed. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the slurry seal by a suitable method. The B.A.R. shall approve the surface preparation prior to surfacing.

### 10.2 **TACK COAT**

Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the emulsified asphalt should be SS, CSS, or the slurry seal emulsion. Consult with the slurry seal emulsion supplier to determine dilution stability. The tack coat may consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gal/yd<sup>2</sup> (0.23-0.68 l/m<sup>2</sup>). The tack coat shall be allowed to cure sufficiently before the application of slurry seal. If a tack coat is to be required, it must be noted in the project plans.

### 10.3 CRACKS

It is recommended to treat cracks wider than 0.25" (0.64cm) in the pavement surface with an approved crack sealer prior to application of the slurry seal.

## 11. APPLICATION

### 11.1 GENERAL

If required, it is recommended that a test strip be placed in conditions similar to those expected to be encountered during the project.

The surface may be wetted with water ahead of the spreader box. The rate of application of the water spray shall be adjusted during the day to suit temperature, surface texture, humidity, and dryness of the pavement. Pooling or standing water shall be avoided.

The slurry seal shall be of the desired consistency upon exiting the mixer. A sufficient amount of material shall be carried in all parts of the spreader box at all times so that complete coverage is achieved. Overloading of the spreader shall be avoided.

No lumping, balling, or unmixed aggregate shall be permitted.

Significant streaks, such as those caused by oversized aggregate or broken mix, shall not be left in the finished surface. If excessive streaking occurs, the job will be stopped until the cause of the problem has been corrected. Some situations may require screening the aggregate prior to loading it into the units going from the stockpile area to the jobsite.

### 11.2 RATE OF APPLICATION

The slurry seal mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The average application rate shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATE
Type I	Parking Areas Urban and Residential Streets Airport Runways	8 - 12 lb/yd <sup>2</sup> (4.3 - 6.5 kg/m <sup>2</sup> )
Type II	Urban and Residential Streets Airport Runways	10 - 18 lb/yd <sup>2</sup> (5.4 - 9.8 kg/m <sup>2</sup> )
Type III	Primary and Interstate Routes	15 - 22 lb/yd <sup>2</sup> (8.1 - 12.0 kg/m <sup>2</sup> )

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the slurry seal is being applied.

### **11.3 JOINTS**

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable equipment to produce a minimum number of longitudinal joints throughout the project. When possible, a longitudinal joint shall not be placed in a wheel path. Less than full box width passes will be used only as required. If less than full box width passes are used, they shall not be the last pass of any paved area. A maximum of 6" (15.2 cm) shall be allowed for overlap of longitudinal joints.

### **11.4 MIXTURE**

The slurry seal shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

### **11.5 HANDWORK**

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be handworked shall be lightly dampened prior to mix placement. Handwork shall exhibit the same finish as that applied by the spreader box and shall be completed prior to final surfacing.

### **11.6 LINES**

Care shall be taken to apply straight lines along curbs, shoulders, and intersections. No run-off on these areas will be permitted. Roofing felt or heavy plastic may be used to begin or end a pull cleanly. This also provides for easy removal of excess slurry.

### **11.7 ROLLING**

Rolling is usually not necessary for slurry seal on roadways. Airports and parking areas should be rolled by a self-propelled, 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the slurry has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes.

### **11.8 CLEAN UP**

All utility access areas, gutters and intersections, shall have the slurry seal removed as specified by the B.A.R. The contractor shall remove any debris associated with the performance of the work on a daily basis.

## **12. QUALITY CONTROL**

### **12.1 INSPECTION**

Inspectors assigned to projects must be familiar with the materials, equipment and application of slurry seal. Local conditions and specific project requirements should be considered when determining the parameters of field inspection.

Proper mix consistency should be one of the major areas of inspector concern. If mixes are too dry, streaking, lumping and roughness will be present in the mat surface. Mixes applied too wet will flow excessively and not hold straight lane lines. Excessive liquids may also cause an asphalt-rich surface with segregation.

## **12.2 MATERIALS**

To account for aggregate bulking, it is the responsibility of the contractor to check stockpile moisture content and to set the machine accordingly. At the B.A.R.'s discretion, material tests may be run on representative samples of the aggregate and emulsion. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications.

## **12.3 SLURRY SEAL**

If required, representative samples of the slurry seal may be taken directly from the slurry unit(s). Consistency (ISSA TB No. 106) and residual asphalt content (ASTM D2172) tests may be run on the samples. Please note that the consistency test may not be applicable to certain Quick-Set and Quick-Traffic systems because of erratic results due to setting characteristics. If this test is run, it must be performed immediately after the sample is taken. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet specifications.

Data obtained from the proportioning devices on the slurry seal unit may be used to determine individual material quantities and application rate.

## **12.4 NON-COMPLIANCE**

If any two successive tests fail on the stockpile aggregate, the job shall be stopped. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his expense, to prove to the B.A.R. that the problems have been corrected.

# **13. PAYMENT**

The slurry seal shall be measured and paid for by the unit area or weight of aggregate and the weight of emulsion used on the work completed and accepted by the buyer. If paid by the weight of the aggregate and emulsified asphalt, the contractor shall submit to the B.A.R. certified delivery tickets which show quantities of each material delivered to the job site and used on the project. Payment shall be full compensation for all preparation, mixing and application of materials, and for all labor, equipment, tools, testing, cleaning, and incidentals necessary to complete the job as specified herein.

## **APPENDIX A**

### **AGENCIES**

AASHTO: American Association of State Highway and Transportation Officials  
ASTM: American Society for Testing and Materials  
ISSA: International Slurry Surfacing Association

## **TEST METHODS**

### **EMULSIFIED ASPHALT**

AASHTO TEST NO.	ASTM TEST NO.	TEST
M 140	D 977	Standard Specification for Emulsified Asphalt
M 208	D 2397	Specification for Cationic Emulsified Asphalt
T 40	D 140	Sampling Bituminous Materials
T 59	D 244	Test Methods and Practices for Emulsified Asphalts
T 59	D 6997	Distillation of Emulsified Asphalt

### **AGGREGATE AND MINERAL FILLER**

AASHTO TEST NO.	ASTM TEST NO.	TEST
T 176	D 2419	Sand Equivalent Value of Soils and Fine Aggregate
T 104	C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
96	C 131	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine (This test should be performed on the parent rock that is used for crushing the finer gradation Micro Surfacing material.)
T 27	C 136	Sieve Analysis of Fine and Coarse Aggregates
T 11	C 117	Test Method for Materials Finer than 75µm (No. 200) Sieve in Mineral Aggregates by Washing
T 2	D 75	Sampling Aggregates
M 17	D 242	Mineral Filler for Bituminous Paving Mixtures
T 19	C 29	Bulk Density ("Unit Weight") and Voids in Aggregate

**APPENDIX A**  
**TEST METHODS (CONTINUED)**

**SLURRY SEAL SYSTEM**

ISSA TEST NO.	Test
TB 100	Test Method for Wet Track Abrasion of Slurry Surfaces
TB 101	Guide for Sampling Slurry Mix for Extraction Test
TB 106	Measurement of Slurry Seal Consistency
TB 109	Test Method for Measurement of Excess Asphalt in Bituminous Mixtures by Use of a Loaded-Wheel Tester
TB 111	Outline Guide Design Procedure for Slurry Seal
TB 112	Method of Estimate Slurry Seal Spread Rates and To Measure Pavement Macrottexture
TB 113	Trial Mix Procedure for Slurry Seal Design
TB 114	Wet Stripping Test for Cured Slurry Seal Mixes
TB 115	Determination of Slurry Seal Compatibility
TB 139	Method of Classified Emulsified Asphalt, Aggregate Mixtures by Modified Cohesion Test Measurement of Set and Cure Characteristics
A105	Design, Testing, and Construction of Slurry Seal

**NOTES:**

ASTM D 3910, Standard Practice for Design, Testing, and Construction of Slurry Seal, is a combined reference of the ISSA Test Bulletins listed above.

ASTM D 2172, Standard Test Methods for Quantitative Extraction of Bitumen From Bituminous Paving Mixtures, is referenced in Section 12.3.

**Notes:**

This image shows a full page of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.



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**International Slurry Surfacing Association**  
**#3 Church Circle, PMB 250**  
**Annapolis, MD 21401**  
**(410) 267-0023**  
**[www.slurry.org](http://www.slurry.org)**



## LABORATORY SUMMARY

PROJECT NAME:	Source Evaluation	SOURCE:	Upper Duthie Pit (NP-162c)
CLIENT NAME:	Atlas Sand & Gravel	PROJECT NO:	320-025G1
LOCATION:	Lewiston, Idaho	DATE:	2/24/2020

LAB SAMPLE NUMBER:		S320-0030
SAMPLED BY:		Shawn Turpin, P.E.
DATE SAMPLED:		1/30/2020
MATERIAL:		Ripped Basalt
TEST DESCRIPTION	SPEC	TEST RESULTS
IDAHO DEGRADATION (IDAHO T15)		
Degradation Loss (%)	≤ 5.0	2.8
Sieve Analysis (AASHTO T27/T248)		BEFORE AFTER
3/4"		100 100
1/2"		83 84
3/8"		67 67
#4		50 50
#8		28 30
#16		17 19
#30		11 13
#50		8 10
#100		6 8
#200		3.8 6.6
SAND EQUIVALENT (AASHTO T176)	≥ 40	94 86
L.A. ABRASION (AASHTO T96)	≤ 30	12
Loss (%)		
DMSO (WFLH METHOD)	≤ 12	1
Weight Loss (%)		
SODIUM SULFATE SOUNDNESS (AASHTO T104)		
Coarse Aggregate Loss (%)	≤ 12	1
Fine Aggregate Loss (%)	≤ 10	6
ETHYLENE GLYCOL (IDAHO T116)	≥ 90	99
Retained (%)		
REVIEWED BY		DATE 2/24/2020





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2705 E. Main Street • Lewiston, ID 83501 • (208) 743-5710 • Fax (208) 743-8270

**READ BEFORE USING THIS PRODUCT**

**GENERAL** RoadSaver Low Tack Type 1 is a hot-applied petroleum based product used to fill and seal cracks in asphalt or portland cement concrete pavements in cool to warm climates. RoadSaver Low Tack Type 1 is supplied in solid form which when melted and properly applied forms a high stiffness, adhesive and flexible compound that resists cracking at winter temperatures and is highly resistant to flow or pick-up at extreme summer temperatures. RoadSaver Low Tack Type 1 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature it is a free flowing, self-leveling product. RoadSaver Low Tack Type 1 is specifically formulated to be a stiff, flow resistant, yet flexible product which is suited for use in areas subject to slow moving vehicle traffic where high resistance to pick-up or tracking is required. VOC = 0 g/l.

**USAGE GUIDELINES** RoadSaver Low Tack Type 1 pavement temperature performance limits are 70-28 for crack filling and 76-10 for crack sealing. Usage recommendations are shown in CrafcO pavement temperature grade charts at the right. Refer to CrafcO Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

	Suited for Use
	Recommended
	Performance Limits
	Not Recommended

Low Temperature Grade (°C)	High Temperature Grade (°C)					
	°C	58	64	70	76	82
	-4					
	-10					
	-16					
	-22					
	-28					
	-34					
	-40					
	-46					

Pavement Temp for Sealant Usage

Low Temperature Grade (°C)	High Temperature Grade (°C)					
	°C	58	64	70	76	82
	-4					
	-10					
	-16					
	-22					
	-28					
	-34					
	-40					
	-46					

Pavement Temp for Filler Usage

**SPECIFICATION CONFORMANCE**

RoadSaver Low Tack Type 1 meets the following requirements of ASTM D6690, Type II, "Joint and Crack Sealants, Hot-applied, for Concrete and Asphalt Pavements", (formerly ASTM D3405), AASHTO M301 and Federal Specification SS-S-1401C):

**Test**

Cone Penetration  
Softening Point  
Asphalt Compatibility  
Minimum Application Temperature  
Maximum Heating Temperature

Additional limits for RoadSaver Low Tack Type 1 when heated to maximum heating temperature in accordance with ASTM D5167:

Softening Point (ASTM D36)  
Cone Penetration (ASTM D5329)  
Resilience (ASTM D5329)  
Flexibility (ASTM D3111)  
    1/8" (3mm) thick, 1" (25mm) mandrel, 90° bend, 10 sec  
    1/4" (6.4mm) thick, 1/4" (6.4mm) mandrel, 180° bend, 1 sec  
Viscosity (ASTM D4402)  
Bitumen Content (ASTM D4)  
Tensile Adhesion (ASTM D5329)

**ASTM D6690, Type II Spec. Limits**

90 max.  
176F (80C) min.  
Pass  
380°F (193°C)  
400°F (204°C)  
205°F (96°C) min.  
60 max.  
40% min.  
Pass at -20°F (-28°C)  
Pass at 14°F (-10°C)  
50 poise max at 400°F (204°C)  
60% min.  
500% min.

**INSTALLATION**

The unit weight of RoadSaver Low Tack Type 1 is 10.3 lbs. per gallon (1.23 kg/L) at 60F (15.5C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, Polyflex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of sealant.

**PACKAGING**

Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the sealant. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm<sup>2</sup>) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

**WARRANTY**

CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, CrafcO shall not be responsible for improperly applied or misused products. Remedies against CrafcO, Inc., as agreed to by CrafcO, are limited to replacing nonconforming product or refund (full or partial) of purchase price from CrafcO, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by CrafcO, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow CrafcO recommendations for product installation.**

6165 W Detroit St. • Chandler AZ 85226  
 +1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513  
 www.crafco.com

**READ BEFORE USING THIS PRODUCT**

**GENERAL** Mastic One is a hot-applied, pourable, aggregate filled, black color, polymer modified asphalt pavement repair mastic. Mastic One complies with ASTM D8260 Type I. Mastic One is used for sealing, filling and repairing many distresses in both asphalt concrete and portland cement concrete pavements and bridge deck surfaces that are larger than those typically repaired by crack or joint sealing, but smaller than repairs requiring remove and replace patching procedures. Typical uses include sealing, filling and leveling of wide transverse or longitudinal cracks and joints, filling potholes and utility cuts, localized skin patch repairs, repairs prior to surface treatments, and leveling bridge approaches or faulted areas. When properly applied, Mastic One forms a well-bonded, flexible, durable, traffic resistant repair. To use, Mastic One is placed into an appropriate melter (Crafco Patcher units), mixed and heated until application temperature is reached, poured into the prepared repair area and then leveled. Mastic One is formulated to provide neat feathered edge installation. Mastic One is then ready for traffic when it has cooled and solidified. VOC = 0 g/l.

**PROPERTIES** Properties of the binder, aggregate and blended and heated Mastic One according to ASTM D8260 are as follows:

<u>Property</u>	<u>Requirement</u>
<b>POLYMER MODIFIED BINDER</b>	
Cone Penetration, 77°F (25°C) (ASTM D5329)	60 max
Cone Penetration, 122°F (50°C) (ASTM D5329)	120 max
Softening Point, (ASTM D36)	200°F (93°C) min
Flexibility, 1" (25.4 mm), 180°, 10 sec) (ASTM D3111 modified)	Pass at 32°F (0°C)
<b>AGGREGATE</b>	
Abrasion Resistance (ASTM C131)	35% max
<b>BLENDED PRODUCT</b>	
Flexibility, 32°F (0°C) (ASTM D5329)	Pass
Adhesion, 77°F (25°C) (ASTM D5329)	25 PSI (172 KPA) min
Specific Gravity	1.7 -2.0
Minimum Application Temperature	375°F (190°C) *
Maximum Application Temperature	400°F (204°C)
<u>Test</u>	<u>ASTM D8260 Type I Specification Limits</u>
Mastic Resilience (ASTM (8260)	50% minimum
Effects of Rapid Deformation (ASTM D2794) (-7°C)	3 passing specimens no chipping, cracking or separation 8 N-m
Crack Bridging (ASTM C1305 modified) (-7°C)	Pass 3 cycles
Mastic Stability (ASTM D8260) (70°C)	40.0 mm maximum

\*Refer to installation instructions if working on sloped pavements or repairing larger defects

**INSTALLATION** The density of Mastic One is 116 pcf (+/- 3%) and the weight per gallon is 15.5 lbs./gal (1.86 kg/l) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Mastic One to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are available at www.crafco.com and provided with each pallet of Mastic One.

**PACKAGING** Mastic One is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Each package contains premeasured polymer modified binder and aggregate. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.


- o **BOX** packaging consists of cardboard boxes containing approximately 40 lb. (18.1 kg) of product with 60 boxes per pallet, weighing approximately 2400 lb. (1088 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

**WARRANTY** CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafco recommendations for product installation.**



## 1. Product Identification, Company Identification, Recommended Uses and Use Restrictions

<b>Product Name</b>	EMULSIFIED ASPHALT, CATIONIC, ALL GRADES		
<b>Product Family</b>	Asphalt Mixture		
<b>CAS Number</b>	Mixture		
<b>Synonyms</b>	Emulsified Asphalt, CRS-1, CRS-1h, CRS-2, CRS-2h, CRS-2L, CRS-2P, CMS-2, CMS-2N, CSS-1h, CQS-1hLM, CQS-1hLM Flex, EADA, Thimaco, Fiberbat™, Tack Coat, Tack Coat (diluted 30-50% with water), NTT, Non-Tracking Tack, Cold In-Place Recycling Emulsion, IPR Emulsion		
<b>Manufacturer</b>	<b>ROAD PRODUCTS INC.</b>		
	12301 E. Empire Ave Spokane Valley WA 99216 509-922-1206		
	PO BOX 11072 Spokane Valley WA 99211 Fax 509-922-0156		
<b>Technical Contact</b>	Rick Fulwiler Spokane Valley WA 99216 509-922-1206		
<b>Emergency Contact</b>	<b>ChemTrec – 24 hour</b> <b>1-800-424-9300</b>		
<b>Web MSDS</b>	<a href="http://www.asphaltsupply.net">www.asphaltsupply.net</a>		
<b>Recommended Uses</b>	Road Maintenance Operations including Slurry Seal, Microsurfacing, Surface Treatment, HMA Paving, Cold In-Place Recycling		
<b>Use Restrictions</b>	Temperatures must be above freezing		

## 2. Hazard Identification

<b>Physical State</b>	Liquid
<b>Color</b>	Brown to Black
<b>Odor</b>	Mild Petroleum Odor
	<p>Liquid can cause eye and skin irritation</p> <p>Avoid prolonged contact with eyes, skin and clothing</p> <p>Hot product can cause burns</p> <p>Fumes from hot product can cause irritation to eyes, skin and respiratory system</p>

## 2. Hazard Identification, continued

	Harmful to aquatic organisms
	Respiratory Sensitizer
<b>NFPA Rating</b>	Health=1, Fire=1, Reactivity=0 RATING SCALE:
<b>HMIS Rating</b>	Health=1 (Chronic), Fire=1, Reactivity=0 RATING SCALE:

## 3. Composition/Information on Ingredients

Component Name	CAS Number	Concentration, %
Petroleum Asphalt	8052-42-4	38-72
Water	7732-18-5	62-28
Fuel Oil Flux	68334-30-5	0-6
Stoddard Solvent	8052-41-3	0-6
Hydrochloric Acid	7647-01-0	0.1-2.5
SBR Co-Polymer	9003-55-8	0-4.5
Dispersion Polymer Modifier	Mixture	0-5
Fatty Amine Emulsifier	Mixture	0.1-2.5
Hydrogen Sulfide	7783-06-4	0-0.1

CMS-2N: Contains Stoddard Solvent



**SAFETY DATA SHEET**  
**Emulsified Asphalt**  
**Cationic, All Grades**

**4. First Aid Measures**

<b>Skin Contact</b>	HOT PRODUCT: Immediately flush the area with large amounts of cool water. Do not attempt to remove material from the skin or to remove contaminated clothing. Seek immediate medical attention COOL PRODUCT: Wash the skin with plenty of soap and water. Remove contaminated clothing and shoes and place into a container for laundering or disposal – clean contaminated clothing before reuse. If skin is reddened or blistered, seek medical attention.
<b>Eye Contact</b>	HOT PRODUCT: Hold the eyelids apart and flush with cool water for at least 15 minutes. SEEK IMMEDIATE MEDICAL ATTENTION. Hot Product may cause thermal burns to eyes COOL PRODUCT: Flush with cold water or saline solution. Seek medical attention
<b>Ingestion</b>	DO NOT INDUCE VOMITING. SEEK IMMEDIATE MEDICAL ATTENTION HOT PRODUCT: May cause thermal burns in the mouth, throat and esophagus COOL PRODUCT: May cause irritation in the mouth, throat and esophagus
<b>Inhalation</b>	Move the person to fresh air and monitor for respiratory distress NOT BREATHING: Begin rescue breathing and SEEK IMMEDIATE MEDICAL ATTENTION. NOTE: Inhalation exposure of fumes of hot product can produce toxic effects. Treat intoxications as hydrogen sulfide exposures.

**5. Fire Fighting Measures**

<b>Extinguishing Media</b>	Dry chemical foam, carbon dioxide or water fog
<b>Hazardous Combustion Products</b>	Carbon dioxide, carbon monoxide, oxides of sulfur and/or nitrogen, unburned hydrocarbons and smoke fumes. At elevated temperatures hydrogen sulfide and other sulfur containing gases may be produced.
<b>Special Properties</b>	Asphalt emulsions normally will not ignite. Asphalt residues will burn if heated. At elevated temperatures asphalt emulsions may separate to form a layer of asphalt and a layer of water. Fire in the vicinity of storage tanks may cause a boiling liquid-expanding vapor explosion (BLEVE).





**SAFETY DATA SHEET**  
**Emulsified Asphalt**  
**Cationic, All Grades**

**6. Accidental Release Measures**

<b>Personal Precautions</b>	Wash hands and other exposed skin areas with soap and water before eating, drinking, smoking, using toilet facilities or leaving the work area. Use only cleaning soaps/agents approved for human use – do not use gasoline, kerosene, solvents or harsh abrasives
<b>Personal Protective Equipment (PPE)</b>	GENERAL: Minimum PPE recommended is safety glasses, work gloves and work shoes. EYE: Safety glasses for small spills, Goggles or face shield for large spills. A suitable eyewash station should be located in the vicinity of the work area. HAND: Standard work gloves recommended. Nitrile, neoprene or butyl gloves recommended for repeated or prolonged use. RESPIRATORY: With adequate ventilation a respirator is usually not required. In those cases where exposure exceeds the occupational control limits a NIOSH/MSA approved air purifying particulate respirator suitable for dusts, fumes and mists is recommended. Respirators should be used in accordance with 29 CFR 1910.134.
<b>Small Spills</b>	Absorb or cover with earth, sand or other inert non-combustible absorbent material. Scrape up and place into containers for disposal.
<b>Large Spills</b>	Immediately contact emergency personnel. In all cases stop the source of leak only when it is safe to do so. LAND: Contain the spill with dikes of earth or sand. Do not allow to enter waterways or sewer. Recover as much liquid as possible for re-use/reclamation. Scrape up residual product and diking material and either reclaim or dispose of. WATER: The emulsion will slowly begin to disperse in water. Contain as much as possible with booms and begin recovery as soon as possible. Notify local and state authorities and the National Response Center if required.

**7. Handling and Storage**

<b>Handling</b>	HOT PRODUCT: Avoid breathing fumes or vapors – hydrogen sulfide can accumulate in bulk transport or storage tanks. Wear appropriate PPE to avoid skin, face and eye contact, especially when opening hatches or vents, since the bulk transporter or tank may be pressurized. COOL PRODUCT: Avoid breathing fumes or vapors. Wear appropriate PPE when opening hatches or vents in case pressure has built up in the bulk transporter or storage tank.
<b>Storage</b>	HEATING: Avoid overheating product -- temperature >200°F (93°C). Keep heating coils and flues in storage tanks and trucks covered with material when heating. COLD WEATHER: Protect product from freezing. GENERAL: Empty containers will contain product residues. Do not cut, grind, weld or expose containers to potential ignition sources unless precautions are taken against these hazards.

8. Exposure Controls/Personal Protection		
OCCUPATIONAL EXPOSURE LIMITS		
SUBSTANCE	CAS NO.	TIME/TYPE
Asphalt	8052-42-4	ACGIH 8-hr TWA: 0.5 mg/m <sup>3</sup>
Fuel Oil Flux	68334-30-5	ACGIH TWA: 100 mg/m <sup>3</sup>
Stoddard Solvent	8052-41-3	ACGIH TWA: 100 ppm
		OSHA PEL TWA: 500 ppm
		NIOSH PEL TWA: 350 mg/m <sup>3</sup>
		NIOSH Ceiling: 1800 mg/m <sup>3</sup> [15 minute]
Hydrogen Sulfide	7783-06-4	ACGIH TWA: 1 ppm, STEL: 5 ppm
		OSHA PEL 8-hr: 10 ppm / 14 mg/m <sup>3</sup> , 15-min STEL: 15 ppm / 21 mg/m <sup>3</sup>
Engineering Controls		Provide exhaust ventilation or other engineering controls in enclosed areas to keep airborne vapor concentrations below respective exposure limits.
Personal Protection (PPE)		
General		PPE should be based on a risk assessment of the work area. In all cases use good personal hygiene.
Skin		Work clothes, work boots and work gloves should be worn.
Eye		OSHA- approved safety glasses. A suitable eyewash station should be available
Respiratory		With adequate ventilation a respirator is not required. If the risk assessment indicates a respirator is required a NIOSH/MSA approved air-purifying particulate respirator suitable for dusts, fumes and mists should be used. Respirator selection must be based on known or anticipated exposure limits for the hazards and the safe working limits of the respirator



<b>SAFETY DATA SHEET</b> <b>Emulsified Asphalt</b> <b>Cationic, All Grades</b>
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## 9. Physical and Chemical Properties

Physical State	Liquid
Color	Brown-Black
Odor	Mild Petroleum-like
pH	2-4
Melting Point, °F (°C)	Not Applicable
Freezing Point, °F (°C)	32 (0)
Boiling Point, °F (°C)	212 (100)
Flash Point, °F (°C)	Not Applicable
Evaporation Rate	INA
Flammability	NFPA Class III-B combustible material
Lower Flammable Limit, % by Vol.	Not Applicable
Upper Flammable Limit, % by Vol.	Not Applicable
Vapor Pressure	INA
Vapor Density	>1 (Air = 1)
Relative Density	>1 (Water = 1)
Solubilities	Water: Dispersable
Partition Coefficient (n-octanol/water)	INA
Auto-Ignition Temperature	Not applicable
Decomposition Temperature	Not applicable
Viscosity	See AASHTO M-208

## 10. Stability and Reactivity

Reactivity	Not reactive under normal conditions
Chemical Stability	Stable under normal conditions
Possibility of Hazardous Reaction	Minimal
Conditions to Avoid	Excessive heat, freezing, sources of ignition.
Incompatible Materials	Strong oxidizers such as nitrates, chlorates, peroxides
Hazardous Decomposition Products	Combustion produces carbon dioxide, carbon monoxide, oxides of sulfur and/or nitrogen, unburned hydrocarbons. At elevated temperatures hydrogen sulfide and other sulfur gases may be produced.

<b>11. Toxicological Information</b>	
<b>Major Routes of Entry</b>	Skin Contact
<b>Symptoms related to</b>	
<b>Skin</b>	Irritation with reddening, itching, burning feeling and/or swelling. Contains component(s) that may cause allergic skin reactions. Repeated skin contact may cause harmful effects to other parts of the body. Hot material may cause thermal burns
<b>Eye</b>	Irritation with tearing, redness, stinging or burning feeling. Hot material can cause thermal burns with eye tissue destruction and possible permanent injury.
<b>Ingestion</b>	Stomach and/or intestinal pain, nausea, vomiting and/or diarrhea
<b>Inhalation</b>	No significant adverse health effects expected during normal exposure to product at room temperature. Fumes from hot product may cause irritation to the respiratory tract.
<b>Short Term Exposure</b>	
<b>Immediate</b>	HOT PRODUCT: May cause skin and respiratory tract irritation. COOL PRODUCT: No significant adverse effects expected.
<b>Chronic</b>	HOT PRODUCT: May cause skin and respiratory tract irritation. COOL PRODUCT: No significant adverse effects expected.
<b>Long Term Exposure</b>	
<b>Immediate</b>	HOT PRODUCT: may cause dermatitis, acne and/or photosensitization of the skin. May cause respiratory tract irritation. COOL PRODUCT: No significant adverse effects expected.
<b>Chronic</b>	HOT PRODUCT: May cause dermatitis, acne, and/or photosensitization of the skin. May cause respiratory tract irritation. COOL PRODUCT: No significant adverse effects expected.
<b>Toxicity Data</b>	
<b>Asphalt</b>	Oral LD <sub>50</sub> : Acute >5000 mg/kg [rat] Dermal LD <sub>50</sub> : >2000 mg/kg [rabbit]
<b>Fuel Oil Flux</b>	Octane (111-65-9): Inhalation LC <sub>50</sub> : 118mg/l 4 hrs [rat] n-Nonane (111-84-2): Inhalation LC <sub>50</sub> : 3200 mg/l 4 hrs [rat] n-Heptane (14282-5) Inhalation LC <sub>50</sub> : 103 mg/l 4 hrs [rat] Naphthalene (91-20-3): Dermal LD <sub>50</sub> : >2 g/kg [rabbit] Oral LD <sub>50</sub> : 450 mg/kg [rat]
<b>Stoddard Solvent</b>	Inhalation LC <sub>50</sub> : >20 mg/l 1 hr [rat] Oral LD <sub>50</sub> : >7000 mg/kg [rat] Dermal LD <sub>50</sub> : >2000 mg/kg [rabbit]
<b>Hydrogen Sulfide</b>	Intraperitoneal LD <sub>50</sub> : 2300 µg/kg [rat] Intravenous LD <sub>50</sub> : 270 µg/kg [rat] Inhalation (Vapor) LC <sub>50</sub> : 820 mg/kg 3 hrs [rat] Inhalation (Gas) LC <sub>50</sub> : 712 ppm 1 hr [rat]



**SAFETY DATA SHEET**  
**Emulsified Asphalt**  
**Cationic, All Grades**

**11. Toxicological Information, continued**

<b>Carcinogenic Data</b>	
<b>Asphalt</b>	IARC: Determined that there is sufficient evidence that extracts of stream and air refined bitumens are carcinogenic in animals but there is inadequate evidence that bitumens alone are carcinogenic to humans. NTP: Reasonably expected to be a carcinogen. ACGIH: A4 – Not classifiable as a carcinogen. OSHA – Select Carcinogens: Listed
<b>Fuel Oil Flux</b>	ACGIH (Fuels, diesel 68334-30-5): A3 confirmed carcinogen with unknown relevance to humans
<b>Stoddard Solvent</b>	No data available to indicate product or any components present at greater than 0.1% are carcinogenic
<b>Hydrogen Sulfide</b>	No known significant effects
<b>Target Organs</b>	Skin, Eyes, Respiratory System



**SAFETY DATA SHEET**  
**Emulsified Asphalt**  
**Cationic, All Grades**

**12. Ecological Information**

<b>Ecotoxicity</b>	Harmful to aquatic organisms
<b>Persistence &amp; Biodegradability</b>	Expected to have a low rate of biodegradation
<b>Bioaccumulative Potential</b>	Expected to have a low rate of bioaccumulation
<b>Mobility in Soil</b>	Not mobile in soil – will not penetrate to a significant depth.

**13. Disposal Considerations**

<b>RCRA Classification</b>	The product as supplied is not considered a hazardous waste. The hazard characteristic and regulatory waste stream classification can change with product use. It is the responsibility of the user to determine at the time of disposal whether the material is a hazardous waste subject to RCRA or not.
<b>Waste Disposal</b>	Disposal of this product, solutions and any by-products must comply with Local, State and Federal Regulations

**14. Transportation Information**

Type	UN Number	Proper Shipping Name	Class	PG*	Label	Other
<b>USDOT (Non-bulk)</b>	Not Regulated					
<b>USDOT (Bulk)</b>	Not Regulated					
<b>IATA-DGR</b>	Not Regulated					
<b>IMDG</b>	Not Regulated					

\*PG = Packing Group



**SAFETY DATA SHEET**  
**Emulsified Asphalt**  
**Cationic, All Grades**

<b>15. Regulatory Information</b>	
<b>TSCA Inventory</b>	This product and/or its components are listed on the Toxic Substances Control Act (TSCA) Inventory
<b>OSHA Hazard Communication Standard</b>	This product has been determined to be hazardous as defined in the OSHA Hazard Communication Standard
<b>SARA 302 Emergency Planning and Notification</b>	Extremely Hazardous Substances (40 CFR 302.4, 40 CFR 355) identified in this product: Hydrogen Sulfide (500 lb TPQ)
<b>SARA 304 Emergency Planning and Notification</b>	Extremely Hazardous Substances or CERCLA Hazardous Substances which in the case of spill may be subject to reporting requirements; Hydrogen Sulfide (100 lb. Final RQ)
<b>SARA 311/312 Emergency Planning and Notification</b>	EPA Hazard Category: Acute
<b>CERCLA</b>	CERCLA requires notification to the National Response Center of the release of "hazardous substances" equal to or greater than the RQ listed in 40 CFR 302.4: NONE
<b>RCRA</b>	The product as supplied is not considered a hazardous waste. The hazard characteristic and regulatory waste stream classification can change with product use. It is the responsibility of the user to determine at the time of disposal whether the material is a hazardous waste subject to RCRA or not.
<b>Clean Water Act</b>	This product is classified as an oil under Section 311 of the CWA. Discharges or spills which produce a visible oil sheen on waters of the United States or adjoining shorelines or conduits leading into surface waters must be reported to the National Response Center at 1-800-424-8802. Local and state regulations may be more restrictive and require additional reporting.
<b>Oil Pollution Act</b>	This product is classified as an oil under the OPA. Discharges or spills which produce a visible oil sheen on waters of the United States or adjoining shorelines or conduits leading into surface waters must be reported to the National Response Center at 1-800-424-8802. Local and state regulations may be more restrictive and require additional reporting.
<b>Clean Air Act</b>	This product contains the following components designated as hazardous, toxic or flammable air pollutants under Section 112 of the CAA: NONE
<b>California Proposition 65</b>	This material contains the following components which are known to the State of California to cause cancer, birth defects or other reproductive harm: Polynuclear Aromatic Hydrocarbons (4-6 member condensed rings)
<b>New Jersey Right-To-Know</b>	For New Jersey RTK labeling requirements refer to components listed in Section 3
<b>Additional Regulatory Remarks</b>	None



**SAFETY DATA SHEET**  
**Emulsified Asphalt**  
**Cationic, All Grades**

**16. Other Information**

<b>Date Prepared</b>	November 2016
<b>Revision Number</b>	1
<b>Prepared By</b>	
<b>Abbreviations</b>	
<b>=, eq</b>	Equal to
<b>&gt;</b>	Greater than
<b>&lt;</b>	Less than
<b>INA</b>	Information not available
<b>NE</b>	Not Established
<b>ACGIH</b>	American Conference of Government Industrial Hygienists
<b>AIHA</b>	American Industrial Hygiene Association
<b>AASHTO</b>	American Association of State Highway Transportation Officials
<b>CAA</b>	Clean Air Act
<b>CAS</b>	Chemical Abstract Service
<b>CERCLA</b>	Comprehensive Environmental Response, Compensation and Liability Act of 1980
<b>CFR</b>	Code of Federal Regulations
<b>CWA</b>	Clean Water Act
<b>DGR</b>	Dangerous Goods Regulations
<b>EPA</b>	U. S. Environmental Protection Agency
<b>HMIS</b>	Hazardous Materials Identification System
<b>IARC</b>	International Agency for Research on Cancer
<b>IATA</b>	International Air Transport Association
<b>IMDG</b>	International Maritime Dangerous Goods
<b>MSA</b>	Mine Safety Administration
<b>NFPA</b>	National Fire Protection Administration
<b>NIOSH</b>	National Institute of Occupational Health and Safety
<b>NTP</b>	National Toxicology Program
<b>OPA</b>	Oil Pollution Act of 1990
<b>OSHA</b>	Occupational Safety and Health Administration
<b>PEL</b>	Permissible Exposure Limits
<b>RCRA</b>	Resource Conservation and Recovery Act
<b>SARA</b>	Superfund Amendments and Reauthorization Act of 1986
<b>STEL</b>	Short Term Exposure Limit
<b>TSCA</b>	Toxic Substances Control Act
<b>TWA</b>	Time Weighted Average





<b><u>SAFETY DATA SHEET</u></b> <b>Emulsified Asphalt</b> <b>Cationic, All Grades</b>
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<b>DISCLAIMER</b>
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<p>The information contained in this SDS was obtained from sources believed to be reliable and is considered to be accurate as of the data of preparation of this SDS. However, the information is provided without warranty, express or implied, regarding its accuracy. Some information and conclusions presented in this SDS are from sources other than direct test data. The SDS was prepared for and is to be used only for this product. If this product is used as a component in another product or formulation, this SDS information may not be applicable. This SDS may not be used as a commercial specification sheet of the manufacturer or seller. The conditions or methods of handling storage, use and disposal of this product by the user is beyond our control and the manufacturer does not assume responsibility for and expressly disclaims liability for loss, damage, or expense arising out of or connected in any way with the handling, storage, use, and disposal of this product by the user.</p>
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# EF Series

## Fast Dry Low VOC Solvent Based Traffic Paint

## PRODUCT DATA

Product Type: Fast Dry Low VOC Solvent Based

Product Code: 985691 985697

Product Color: White Lead Free Yellow

Description: SB WHT 150 VOC HWVW1  
SB LF YEL 150 VOC

HWVY3 Specification: WA DOT 9.34.2(4)

Effective Date: **October 31, 2016**

### Product Description:

A user friendly, fast drying, low voc solvent based traffic paint suitable for application by airless or air atomized equipment. May be used to stripe roadways, airports and parking lots with or without pressure applied glass beads. It offers all of the benefits of a low VOC solvent based paint, and quickly dries to a no track condition. This product meets WA DOT Specification 9-34.2(4) for Low VOC Solvent based Traffic Paint.

### Product Advantages:

- Below 150 VOC – use year round
- Product reduces and cleans up with acetone
- Performs equally well on both asphalt and concrete
- Paint demonstrates excellent bead retention
- Keeps traffic control to a minimum when striping
- Can be used for symbols, legends and lane marking

### Packaging:

This paint is available in 5 gallon pails, 55 gallon drums and 275 gallon totes. Other packaging available on request.

### Storage:

Shelf life of the unopened product is one year from date of manufacture with proper storage and minimal agitation. Proper storage includes inside or covered, above 35° F (3° C), and out of direct sunlight. Outside storage for short intervals is acceptable.

### Conditions for Application:

All surfaces must be clean, dry and free from oil, grease, antifreeze, loose sand, aggregate and chipping/peeling existing striping. Any curing compounds used on new concrete must be mechanically abraded off prior to striping. When striping on freshly sealed surfaces use caution as some sealers can affect the curing and adhesion of traffic paint. When in doubt, always test adhesion. For complete drying and minimum dirt retention when striping parking lots, the lots should be closed to traffic for two hours minimum after painting. New asphalt and concrete should be allowed to cure for a minimum of 14 days to maximize adhesion and durability.

### Coverage:

1 gallon yields 320 feet of 4" stripe @ 15 mils; 400 feet of 4" stripe @ 12 mils.

### Physical Characteristics:

% Total weight solids:	65% minimum
% Total Pigment solids:	53% maximum
% Viscosity in Krebs Units:	75-85
Weight per gallon:	11.8 lbs./gal min
Contrast ratio 5 wet mils:	0.92 minimum
Reflectance/white:	80 minimum
Reflectance/yellow:	50 minimum
Titanium Dioxide in white:	1 lb. minimum
Titanium Dioxide in yellow:	0.2 lbs. minimum

**Dry Time:** Without drop on glass beads, this paint dries to a lab ASTM D711 no pickup in less than 10 minutes @ 15 mils when ambient and surface temperature are 77° F at 50±5% humidity. When glass beads are applied at a rate of at least 6 pounds per gallon to a 15 mil wet line, the field applied paint will dry to an ASTM D713 no-track in less than 1 minute when applied at the weather conditions above.

**Limitations:** Applying a test strip to determine dry to no- pickup time when the humidity is higher than 65%.  
Cone whenever necessary.

- Do not heat paint in striping system above 60 C.
- Do not apply when temperatures are below 3 C.
- Do not apply when rain is forecast.
- Do not apply when temperatures are near or below the dew point or rain is forecast within 1 hour.
- Do not thin more than 5% with acetone, and then use immediately.

The product data offered herein is, to the best of our knowledge, true and accurate, but all recommendations are made without warranty, expressed or implied. Because the conditions of use are beyond our control, neither Ennis-Flint nor its agents shall be liable for any injury, loss or damage, direct or consequential, arising from the use or the inability to use the product described herein. As Ennis-Flint has neither control over the installation of product described herein nor control of the environmental factors the installed markings are subjected to, there is no guarantee as to the durability or the retroreflective properties of any marking system applied. No person is authorized to make any statement or recommendation not contained in the Product Data, and any such statement or recommendation, if made, shall not bind the Corporation. Further, nothing contained herein shall be construed as a recommendation to use any product in conflict with existing patents, and no license under the claims of any patent is either implied or granted.



**ENNIS-FLINT**  
A Traffic Safety Solutions Company

800.331.8118

sales@ennisflint.com

www.ennisflint.com

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# PermaSeal

## Heavy Duty Pavement Sealer

### Contractor Grade



Improves pavement appearance  
Restricts water penetration  
Prevents ultra-violet oxidation  
Resists gas, oil and salt  
Increased skid resistance  
Saves you money

*PermaSeal* is a protective coating specially formulated from asphalt clay emulsion. It has excellent weathering properties which resist damage caused by chemicals and other destructive elements. In addition to sealing **out** moisture and ultraviolet oxidation, the coating seals **in** the asphalt binder which keeps the pavement flexible. *PermaSeal* is odorless and contains no skin irritants.

Specifications Bulletin

March 2016

*PermaSeal* heavy duty pavement sealer is produced and distributed locally from a manufacturing plant located in Spokane, Washington.

**Available by the gallon and in bulk quantities.**



Seal coating gives pavement a uniform appearance while filling minor pores and voids in the surface. Seal coating also gives sharp contrast to pavement markings, as shown above.

To reduce long term maintenance expenses, it is recommended that pavement be seal coated every 3 to 5 years, depending on traffic and overall condition of the asphalt.

### *Uses*

*PermaSeal* is specifically designed with the professional contractor in mind. This product is used to seal pavements such as parking lots, driveways, playgrounds, drive-in commercial establishments and any other non-highway asphalt surface.



### *Surface Preparation*

Prior to application, new asphalt must be allowed to cure and consolidate. New hot mix pavement or hot mix patches should cure a minimum of 30 days before seal coating. New cold mix pavements or cold mix patches (containing solvents) should be allowed to cure a minimum of 90 days. Asphalt surfaces should be clean and free of loose stone, dust, grease or other foreign matter. Broom sweeping and pressure washing with water will usually clean ordinary surfaces. Places where grease and oils have accumulated, however, should be scraped or scoured off using a detergent followed by a thorough rinsing with water. Areas soaked with fuel, oil or other petroleum derivatives, which cannot be cleaned satisfactorily, should be replaced. One alternative method would be to grind 1/16" or 1/8" from the surface.

### *Application*

**PermaSeal** material should be stirred to a uniform, homogenous consistency prior to application. A maximum of 25% water by volume is allowable to give the material the consistency suitable for application. **PermaSeal** can be applied by mechanical applicator, squeegee or brush (or a combination of these). A push broom with fine Tampico, nylon or similar fibers is recommended for on textured pavement surfaces for putting down the first coat. Rubber-edged squeegees can also be utilized as long as they deposit the proper amount of material. Mechanical applicators using both brushes and squeegees are suitable along with pressure applicators. With surface dampened, the first coat should be thoroughly worked in the surface voids of the pavement to insure a continuous protective coat. To prevent cracking or checking upon drying, uneven application should be avoided. An excessively heavy coating should also be avoided. A second coat is recommended for heavy traffic areas. If needed, the second coat should be applied once the first coat has satisfactorily dried. It is recommended that the second coat be applied at right angles to the direction of the initial coat wherever possible. The same spreading procedure should be followed in putting down both coats. A fine mist or water spray will improve the ease of applying the second coat if one or more days elapse between the first and second coat. Drying time is directly related to the ambient air temperature and relative humidity as well as other factors such as film thickness, wind velocity, etc. Light traffic may be permitted when dry. Heavy traffic or parking of vehicles should be avoided until the coating has thoroughly cured in order to prevent damage and pick-up.

Apply only in good weather. Do not apply in rain, frost or if rain is forecast within 24 hours, as temperature and humidity affect curing time. Applications on warm, sunny days are recommended. Apply only when the pavement and air temperature is 50° F and rising. Do not use on concrete pavements.

### *Clean Up*

Rinse tools in water before use and wash in soapy water immediately after use. Hardened material can be removed with asphalt and tar remover or mineral spirits.

### *Storage and Handling*

#### **CAUTION**

Do not take internally. Close container after each use. Keep from freezing.  
**KEEP OUT OF REACH OF CHILDREN!**

### ***Shipping Weight***

<b>Unit Size</b>	<b>Weight per Unit</b>	
55 Gallons	616.0	lbs.
5 Gallons	56.0	lbs.
Bulk	10.5	lbs. / gallon

### ***Recommended coverage rates for bituminous surfaces are as follows:***

#### **COVERAGE RATES**

<i>Surface Condition</i>	<i>Gallons</i>	<i>Sq. Ft.</i>
<b>Smooth, Dense Pavement</b>	<b>2.0</b>	<b>100</b>
<b>Medium Surface</b>	<b>3.0</b>	<b>100</b>
<b>Rough, Aged Surface</b>	<b>4.5</b>	<b>100</b>
<b>Excessively Rough Surfaces</b>	<b>5.0</b>	<b>100</b>

### ***Specifications***

	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	<b><u>Test Methods</u></b>
Cone Penetration @ 77F, dmm	340	430	ASTM D217
Non-Volatile Components % Weight	55	70	See Note 1:4
% Non-Volatile Soluble in Trichloroethylene by Wt.	20	15	ASSHTO
Typical Density – lbs/gal	10.0	10.9	
Note 1:4 - Method for determination of non-volatile components. Weight 100 grams of homogenous product into a previously tarred, small ointment can lid. Place in a constant <u>temperature oven at 325°F for 1 ½ hours, cool, re-weigh and calculate non-volatile components.</u>			
Color (as received)	Dark Brown		
Color (cured film)	Deep Black		

### ***Typical Physical Properties***

Color	Black
Drying Time	70° F, 50% RH – 2 hours to touch Firm at 16 hours
Application Temperature	50° F and rising
Flammability	None
Specific Gravity	1.2
Ash Content	34% of solids
Non-Volatile (percent)	58

**Road Products, Inc.**  
P.O. Box 11072  
Spokane, WA 99211-1072  
**Phone: (509) 922-1206**  
**Fax: (509) 922-0156**

**Distributed By:**

## PERMASEAL

### Technical Instructions & Specifications

**Product Description:** Permaseal is a mineral filled cationic asphalt emulsion based, seal coat for bituminous pavements at parking lots, schoolyards, drive ways and walk ways. Permaseal provides excellent resistance to abrasion and prevents damage to asphalt from the harmful effects of sunlight and oxidation. Permaseal prevents damage to asphalt pavement due to adverse weather conditions. Permaseal prolongs asphalt pavement life, reduces maintenance costs, and beautifies the pavement by drying to a black and even textured surface coat. THERE ARE NO TOXIC, CARCINOGENIC AGENTS OR ORGANIC SOLVENTS IN PERMASEAL.

**Specifications:** Permaseal is supplied in a concentrate form. Water should be added to permaseal prior to application on asphalt pavements. Specifications for Permaseal are as follows:

Uniformity.....Homogeneous with no separation or coagulation  
that cannot be overcome by moderate agitation.  
Weight per gallon Q 77° F (25° C) ASTM D-244.....10-12 lbs./gal. Residue by  
evaporation ASTM D-2939.....58% - 62% Wet Flow ASTM D-  
2939.....No sagging or flow of undiluted emulsion. Firm Set 24 hour ASTM D-  
2939.....No tendency of film to break, roll or peel. Resistance to water ASTM D-2939.....No  
blistering or tendency to re-emulsify.  
  
Aggregate passing #16 sieve ASTM C-136.....100% Wet Track  
Abrasion test ASTM D-3910.....25g/ft<sup>2</sup> avg.

**Rate of Application:** Rate of application for Permaseal may vary with the texture, porosity and age of the asphalt pavement to be sealed. The following application rates are general recommendations: (Manufacturer recommends 2 coats of Permaseal)

1 coat Permaseal, smooth pavement .015 to 0.2 gallons per square yard

2 coat Permaseal, rough pavement

First Coat.....0.2 gallons / sq.yd.

Second Coat.....0.15 gallons / sq.yd.

Sealcoats are affected greatly by weather conditions, especially during construction. The ideal conditions are a warm, sunny day with low humidity. Humidity and cool weather will delay the curing time and cause the seal coat to be tender for a longer period of time making it more susceptible to damage by traffic. Rain can cause major problems when seal coating. If the asphalt binder has not cured, it can become diluted and rise above the top of the cover aggregate. After the water evaporates, asphalt may cover the entire surface causing tires to pick up aggregate or track the binder across the surface. Never seal coat when showers are threatening. Ideal temperature for seal coating is 60 degrees and rising.

Wednesday, April 28, 2021

**Subject: City of Moscow Slurry Seal-2021**

**Contractor: Blackline Inc.**

## 1. Material Evaluation

**Table I: Materials List**

Material	Source
CQS-1HP Emulsion	Idaho Asphalt Supply, Hauser Terminal
Type II Slurry Aggregate	Atlas Sand & Rock Pit-Lewiston, ID

The properties of the CQS-1HP emulsion met AASHTO M208 Specifications and are listed in Table II:

**Table II: Emulsion Test Results**

Test	Method	Spec	Result
Viscosity, Saybolt Furol at 25°C (77°F), sec	AASHTO T59	20-100	<b>35</b>
Particle Charge	AASHTO T59	Positive	<b>Positive</b>
Sieve Test, %	AASHTO T59	0.10 max	<b>0.02</b>
Residue by Distillation, %	AASHTO T59	62.0 min	<b>65.1</b>
<b>Tests on Distillation Residue</b>			
Penetration at 25°C (77°F), 100g, 5 s, 0.1mm	AASHTO T49	40-90	<b>57</b>
Elastic Recovery, 10°C (50°F), %	AASHTO T301	50	<b>80</b>
Softening Point, °F	AASHTO T53	135	<b>138</b>
Ash content, %	AASHTO T59	1 max	<b>0.01</b>
Polymer Content, %	-----	3.0	<b>3.0+</b>

The aggregate met ISSA type II aggregate gradation and City of Moscow § 2.4, Table 1 Gradation. The aggregate is 100% crushed stone, free of organic material, clay balls, or other deleterious materials in accordance with City of Moscow § 2.2.A.

**Table III: Aggregate Gradation**

Sieve Size		%	City of Moscow § 2.4, Table 1		Stockpile
Mesh	(mm)	Passing	% Passing		Tolerances
3/8	9.5	<b>100</b>	100	100	±5%
#4	4.75	<b>100</b>	90	100	±5%
#8	2.36	<b>81</b>	65	90	±5%
#16	1.18	<b>51</b>	45	70	±5%
#30	0.60	<b>34</b>	30	50	±5%
#50	0.30	<b>24</b>	18	30	±4%
#100	0.15	<b>17</b>	10	21	±3%
#200	0.075	<b>13.9</b>	5	15	±2%



**Table IV: Aggregate Properties (City of Moscow § 2.2- B, C,D,E)**

Test	Test Method	Requirement	Result
Sand Equivalent	AASHTO T176	45 Min.	<b>71</b>
LA Abrasion (%)	AASHTO T96	35% Max	<b>19*</b>
Sodium Sulfate Soundness (%)	AASHTO T104	15% Max	<b>4*</b>

**\*Tested by All West Testing & Engineering 3/25/2021**

**Table V: Bulking Effect (City of Moscow § 2.7.A, Table 1)**

Moisture (%)	Unit Weight (lbs/ft <sup>3</sup> )
0	<b>121.8</b>
1	<b>116.9</b>
2	<b>115.1</b>
3	<b>115.5</b>
4	<b>115.6</b>
5	<b>116.7</b>
6	<b>119.7</b>
7	<b>124.5</b>
8	<b>125.8</b>
9	<b>127.6</b>
10	<b>128.3</b>

## 2. Job Mix Formula

A job mix formula that was determined by a series of mix time and cohesion tests is listed in Table V. The evaluation results on the job mix formulation appear in Table VI.

**Table V: Job Mix Formulation**

Component	% on Dry Aggregate Basis	Range	City of Moscow § 2.7. A
Portland Cement (Type I)	0.5	±0.5	0.0-3.0%
Aluminum Sulfate	0	0-0.3%	As needed
Water†	8	±3.0*	As needed*
Emulsion	13	±1.0	--
Residual Asphalt	8.46	±0.65	7.5 – 13.5%

\* As needed for field performance

†Water is potable and free from harmful salts and contaminants (City of Moscow § 2.5 A)

**Table VI: Job Mix Formulation Evaluation Results (City of Moscow § 2.7. A)**

Test	ISSA TB No.	Requirement	Result
Slurry Seal Consistency, cm	TB-106	2.0-3.0	2.4
Wet Cohesion, kg-cm	TB-139	12 Min	12 (Normal)
30 Minutes (Set)		20 Min	20 (Near Spin)
60 Minutes (Traffic)			
Excess Asphalt by LWT, g/ft <sup>2</sup>	TB-109	50 Max	30.8
Wet Stripping	TB-114	Pass (90% Min)	Pass (> 95%)
Wet Track Abrasion, g/ft <sup>2</sup>	TB-100	75 Max	16.3
One-hour Soak			
Mix Time, sec	TB-113	180 seconds Min	180+
@ 77°F (25°C)			
@ 100°F (38°C) Expected			

\*Under lab condition: 74°F and 30% humidity

†Machine: Hobart A-120 Time: 405 seconds

‡Cycles: 1000 Loading Weight: 125 lbs

Note: These results were obtained under laboratory conditions and were performed on materials submitted using accepted procedures. No warranty, express or implied, is made. Variations in materials, production equipment, and environmental conditions at the time of application sometimes require adjustments in formulation to maintain optimum performance.

*Huachun Zhai*

Huachun Zhai, Ph.D., P.E.  
VP of Product Quality and Innovation  
4/28/2021



## SUBCONTRACTOR LIST

**PROJECT NAME:** IPWQ #5586-22 - 2022 City of Spokane Off-Street Parking Lot Repair and Maintenance

**IMPORTANT: REFER TO SECTION 5.2.1 OF THE SUPPLEMENTAL CONDITIONS FOR INSTRUCTIONS ON COMPLETING THE SUBCONTRACTOR LIST** *(use additional pages if necessary):*

**CONTRACTOR/SUPPLIER** WM Winkler Co.

TYPE OF WORK/BID ITEM Concrete Work

AMOUNT 4" Concrete - \$535/yd OR 6" Concrete - \$565/yd

CONTRACTOR'S REGISTRATION NO. WMWINC\*935LA

**CONTRACTOR/SUPPLIER** Blackline Inc.

TYPE OF WORK/BID ITEM Slurry Seal

AMOUNT \$6.25/sq. yd.

CONTRACTOR'S REGISTRATION NO. BLACKI\*135CP

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

**CONTRACTOR/SUPPLIER** \_\_\_\_\_

TYPE OF WORK/BID ITEM \_\_\_\_\_

AMOUNT \_\_\_\_\_

CONTRACTOR'S REGISTRATION NO. \_\_\_\_\_

\_\_\_\_\_ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

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

04/11/2022

**Date Rec'd**

3/30/2022

**Clerk's File #**

OPR 2022-0245

**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 – TO BE DETERMINED

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

2021078

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

Low Bid of (to be determined at bid opening to be held on March 28, 2022) (City, ST) for Cure-In-Place-Pipe (CIPP) 2020 - \$\_\_\_\_\_. An administrative reserve of \$\_\_\_\_\_, which is 10% of the contract price, will be set

**Summary (Background)**

On March 28, 2022 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_\_\_\_, which is \$\_\_\_\_\_ or \_\_\_\_\_% (above/below) the Engineer's Estimate of \$1,627,162.00; \_\_\_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the April 11, 2022 council meeting.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 0

# 4310 43387 94350 56501 14478

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

**Study Session\Other**

PIES 3/28/22

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CM Kinnear

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

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**For the Mayor**

ORMSBY, MICHAEL

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**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

dbuller@spokanecity.org

ddaniels@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org



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

**Agenda Wording**

aside. (Various Neighborhood Council)

**Summary (Background)**

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


## Committee Agenda Sheet

### PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	Cured In Place Pipe (CIPP) Sewer Pipe Repair project
<b>Summary (Background)</b>	<ul style="list-style-type: none"> <li>• Cured In Place Pipe (CIPP) repair is a technique for rehabilitating sewer pipe (effectively replacing it) without digging up the road which saves money, time and impacts to adjacent property owners and motorists.</li> <li>• The sewer department does a CIPP project every couple years as part of its normal system maintenance program.</li> <li>• Pipes are selected for CIPP either due to structural deficiencies associated with age and/or corrosive sewer gases or because groundwater is infiltrating into the sewer system adding water that then must be treated at the wastewater treatment plant.</li> <li>• Approximately 14,000 LF are planned as a part of this project.</li> <li>• This is specialized work that will require out of town firms to complete.</li> <li>• Lane closures rather than detours are generally all that is required.</li> <li>• This work is planned for this summer and fall and will occur in various areas throughout town.</li> </ul>

<b>Proposed Council Action &amp; Date:</b>	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source      X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)  Expense Occurrence      X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.	
How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?  Public Works follows the City’s established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.	
Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?  The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.	

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

**Project Number**      **2021078**

**Project Description**      Cure-In-Place Pipe (CIPP) 2020

**Original Date**

3/28/2022 4:19:00 PM

Project Number: 2021078			Engineer's Estimate		IRON HORSE LLC		INSITUFORM TECHNOLOGIES		MICHELS CORPORATION		INSTA-PIPE, INC.	
Item No	Bid Item Description	Est Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount

**Tax Classification**

**Schedule 01**

Sales tax shall NOT be included in unit prices

1	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00	1.00	\$1.00
2	SPCC PLAN	1 LS	1,500.00	1,500.00	800.00	\$800.00	3,500.00	\$3,500.00	1,730.00	\$1,730.00	1,000.00	\$1,000.00
3	MOBILIZATION	1 LS	90,000.00	90,000.00	100,000.00	\$100,000.00	27,000.00	\$27,000.00	57,280.00	\$57,280.00	151,438.00	\$151,438.00
4	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	30,000.00	30,000.00	50,000.00	\$50,000.00	74,000.00	\$74,000.00	42,350.00	\$42,350.00	97,642.00	\$97,642.00
5	SEQUENTIAL ARROW SIGNS	20 HR	5.00	100.00	150.00	\$3,000.00	54.00	\$1,080.00	23.00	\$460.00	29.78	\$595.60
6	TYPE III BARRICADE	25 EA	100.00	2,500.00	300.00	\$7,500.00	13.00	\$325.00	150.00	\$3,750.00	68.42	\$1,710.50
7	CIPP INSTALLATION, 8 INCH PIPE DIAMETER	4313 LF	55.00	237,215.00	37.00	\$159,581.00	33.00	\$142,329.00	51.00	\$219,963.00	39.48	\$170,277.24
8	CIPP INSTALLATION, 10 INCH PIPE DIAMETER	1959 LF	60.00	117,540.00	40.00	\$78,360.00	45.00	\$88,155.00	49.00	\$95,991.00	41.83	\$81,944.97
9	CIPP INSTALLATION, 12 INCH PIPE DIAMETER	3512 LF	70.00	245,840.00	48.00	\$168,576.00	51.00	\$179,112.00	62.00	\$217,744.00	69.16	\$242,889.92
10	CIPP INSTALLATION, 14 INCH PIPE DIAMETER	522 LF	90.00	46,980.00	50.00	\$26,100.00	84.00	\$43,848.00	90.00	\$46,980.00	99.37	\$51,871.14
11	CIPP INSTALLATION, 20 INCH PIPE DIAMETER	1177 LF	140.00	164,780.00	82.00	\$96,514.00	131.00	\$154,187.00	122.00	\$143,594.00	149.63	\$176,114.51
12	CIPP INSTALLATION, 24 INCH PIPE DIAMETER	2305 LF	155.00	357,275.00	113.00	\$260,465.00	160.00	\$368,800.00	178.00	\$410,290.00	186.51	\$429,905.55
13	CCTV INSPECTION, 6 INCH THRU 12 INCH	9784 LF	5.00	48,920.00	2.00	\$19,568.00	4.00	\$39,136.00	5.00	\$48,920.00	6.00	\$58,704.00
14	CCTV INSPECTION, 14 INCH THRU 22 INCH	1717 LF	8.00	13,736.00	2.00	\$3,434.00	6.00	\$10,302.00	8.00	\$13,736.00	9.00	\$15,453.00
15	CCTV INSPECTION, 23 INCH THRU 36 INCH	2305 LF	15.00	34,575.00	2.00	\$4,610.00	7.00	\$16,135.00	9.00	\$20,745.00	11.00	\$25,355.00
16	PROTRUDING TAP REMOVAL	3 EA	500.00	1,500.00	800.00	\$2,400.00	571.00	\$1,713.00	470.00	\$1,410.00	1,500.00	\$4,500.00
17	MAINTENANCE OF SEWER SERVICE	1 LS	50,000.00	50,000.00	70,000.00	\$70,000.00	1,000.00	\$1,000.00	6,000.00	\$6,000.00	86,476.44	\$86,476.44
18	REINSTATE SIDE SEWER CONNECTION - 6 INCH THRU 12 INCH	193 EA	250.00	48,250.00	150.00	\$28,950.00	110.00	\$21,230.00	125.00	\$24,125.00	450.00	\$86,850.00



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

<i>Project Number:</i> 2021078			<i>Engineer's Estimate</i>		IRON HORSE LLC		INSITUFORM TECHNOLOGIES		MICHEL'S CORPORATION		INSTA-PIPE, 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>Unit Price</i>	<i>Amount</i>
19	REINSTATE SIDE SEWER CONNECTION - 14 INCH THRU 22 INCH	14 EA	550.00	7,700.00	250.00	\$3,500.00	202.00	\$2,828.00	225.00	\$3,150.00	600.00	\$8,400.00
20	REINSTATE SIDE SEWER CONNECTION - 23 INCH THRU 36 INCH	13 EA	750.00	9,750.00	250.00	\$3,250.00	247.00	\$3,211.00	590.00	\$7,670.00	1,500.00	\$19,500.00
21	MANHOLE CHANNEL WORK	70 EA	200.00	14,000.00	500.00	\$35,000.00	1.00	\$70.00	146.00	\$10,220.00	2,600.00	\$182,000.00
22	SERVICE CONNECTION REPAIR - 14 INCH THRU 22 INCH MAINLINE	13 EA	4,000.00	52,000.00	9,500.00	\$123,500.00	9,900.00	\$128,700.00	10,310.00	\$134,030.00	3,500.00	\$45,500.00
23	SERVICE CONNECTION REPAIR - 23 INCH THRU 36 INCH MAINLINE	7 EA	5,000.00	35,000.00	10,500.00	\$73,500.00	12,400.00	\$86,800.00	12,675.00	\$88,725.00	4,500.00	\$31,500.00
24	SERVICE CONNECTION REPAIR - 5 FT ADD'L LENGTH	2 EA	1,500.00	3,000.00	1,000.00	\$2,000.00	135.00	\$270.00	715.00	\$1,430.00	1,000.00	\$2,000.00
25	SERVICE CONNECTION REPAIR - 10 FT ADD'L LENGTH	2 EA	2,000.00	4,000.00	2,000.00	\$4,000.00	270.00	\$540.00	850.00	\$1,700.00	1,500.00	\$3,000.00
26	SERVICE CONNECTION REPAIR - 5 FT ADD'L LENGTH	2 EA	2,500.00	5,000.00	3,000.00	\$6,000.00	405.00	\$810.00	985.00	\$1,970.00	1,700.00	\$3,400.00
27	CLEANOUT SURFACE RESTORATION - HMA	3 EA	1,000.00	3,000.00	3,900.00	\$11,700.00	1,621.00	\$4,863.00	562.00	\$1,686.00	1,700.00	\$5,100.00
28	CLEANOUT SURFACE RESTORATION - CONCRETE	3 EA	1,000.00	3,000.00	3,900.00	\$11,700.00	2,161.00	\$6,483.00	562.00	\$1,686.00	3,200.00	\$9,600.00
<b>Bid Total</b>			<b>\$1,627,162.00</b>		<b>\$1,354,009.00</b>		<b>\$1,406,428.00</b>		<b>\$1,607,336.00</b>		<b>\$1,992,728.87</b>	

**SCHEDULE SUMMARY**

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,627,162.00	0.00	0.00	0.00	0.00	0.00	1,627,162.00
IRON HORSE LLC	1,354,009.00	0.00	0.00	0.00	0.00	0.00	1,354,009.00
INSITUFORM TECHNOLOGIES	1,406,428.00	0.00	0.00	0.00	0.00	0.00	1,406,428.00
MICHEL'S CORPORATION	1,607,336.00	0.00	0.00	0.00	0.00	0.00	1,607,336.00
INSTA-PIPE, INC.	1,992,728.87	0.00	0.00	0.00	0.00	0.00	1,992,728.87

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

***Low Bid Contractor:*** IRON HORSE LLC

	<b><i>Contractor's Bid</i></b>	<b><i>Engineer's Estimate</i></b>	<b><i>% Variance</i></b>
<b><i>Schedule 01</i></b>	1,475,869.81	1,773,606.58	16.79 % Under Estimate
<b><i>Schedule 03</i></b>	0.00	0.00	% Under Estimate
<b><i>Bid Totals</i></b>	<hr/> 1,475,869.81	<hr/> 1,773,606.58	<hr/> 16.79 % Under Estimate

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

04/11/2022

**Date Rec'd**

3/30/2022

**Clerk's File #**

OPR 2022-0246

**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 – TO BE DETERMINED

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

2016120

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

Low Bid of (to be determined at bid opening to be held on April 4, 2022) (City, ST) for Riverside Avenue - Monroe Street to Division Street - \$\_\_\_\_\_. An administrative reserve of \$\_\_\_\_\_, which is 10% of the contract price, will be set aside.

**Summary (Background)**

On April 4, 2022 bids were opened for the above project. The low bid was from (to be determined at bid opening) in the amount of \$\_\_\_\_\_, which is \$\_\_\_\_\_ or \_\_\_\_\_% (above/below) the Engineer's Estimate of (\$4M-\$5.2M); \_\_\_\_\_ other bids were received as follows: (to be determined). All information will be provided prior to the April 11, 2022 council meeting.

Lease? NO

Grant related? NO

Public Works? YES

**Fiscal Impact****Budget Account**

Expense \$ 0

# 0

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

**Study Session\Other**

PIES 3/28

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Kinnear

**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**

dbuller@spokanecity.org

ddaniels@spokanecity.org

jgraff@spokanecity.org

pyoung@spokanecity.org



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

**Agenda Wording**

(Riverside Neighborhood Council)

**Summary (Background)**

**Fiscal Impact**

Select      \$

Select      \$

**Budget Account**

#

#

**Distribution List**


# Committee Agenda Sheet

## PIES

<b>Submitting Department</b>	Public Works, Engineering
<b>Contact Name &amp; Phone</b>	Dan Buller 625-6391
<b>Contact Email</b>	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Lori Kinnear
<b>Select Agenda Item Type</b>	X Consent <input type="checkbox"/> Discussion Time Requested: _____
<b>Agenda Item Name</b>	Riverside Ave. – Monroe St. to Division St.
<b>Summary (Background)</b>	<p>This project is a grind and overlay of Riverside Ave. from Wall St. to Division St. but includes numerous other components including the following.</p> <ul style="list-style-type: none"> <li>• From Monroe St. to Division St., modification of the two through lanes each direction to one lane each direction with a left turn lane at several intersections, together with installation of protected bike lanes located between on-street parking and the curb.</li> <li>• Replacement of 12" water main from Wall St. to Division St.</li> <li>• Bump outs at Riverside/Washington, Riverside/Bernard and Riverside/Brown.</li> <li>• Replacement of ADA ramps where needed.</li> <li>• New eastbound STA bus platforms at Riverside/Bernard and Riverside/Washington – buses will stop outside the lane so traffic isn't delayed.</li> <li>• Replacement of the traffic signal at the Riverside/Brown intersection.</li> <li>• Removal of underlying trolley tracks &amp; RR ties.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	None at this time. Following bid opening, we will bring a construction contract to Council for approval.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget?      X Yes <input type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source      X One-time <input type="checkbox"/> Recurring Specify funding source: project funds (generally street or utility funds)  Expense Occurrence      X One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This contract supports multiple public works projects and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Public Works follows the City's established procurement and public works bidding regulations and policies to bring items forward, and then uses contract management best practices to ensure desired outcomes and regulatory compliance.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The projects which will use this on-call contract are consistent with our adopted six year programs as well as the annual budget and strategic initiative to advance street maintenance activities.



**Agenda Sheet for City Council Meeting of:**  
04/11/2022

<b>Date Rec'd</b>	3/30/2022
<b>Clerk's File #</b>	OPR 2022-0247
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	HOUSING & HUMAN SERVICES
<b>Contact Name/Phone</b>	JENN CERCEDES 6055
<b>Contact E-Mail</b>	JCERCEDES@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Report Item
<b>Agenda Item Name</b>	1680- INTERIM SHELTER PROVIDER

**Agenda Wording**

The CHHS Department released a RFP for a shelter operator to solicit qualified organizations which include criteria from SMC 18.05.020. The RFP will close on April 1st with a recommendation from the CoC April 7th for a provider.

**Summary (Background)**

The CHHS dept released a RFP for a Shelter Operator to solicit qualified organizations to operate a regional flex capacity shelter which will include activations per the criteria set out in SMC 18.05.020 with the capability for day-use, service connection, & overnight needs arising from seasonal weather & emergent environmental needs. The RFP will close on April 1st with the CoC recommendation by April 7th. We plan to present at UE & go to council April 11th to facilitate the shelter by April 18

Lease? NO Grant related? NO Public Works? NO  
**Fiscal Impact** **Budget Account**

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	CERCEDES, JENNIFER	<b><u>Study Session\Other</u></b>	UE 4/11/22
<b><u>Division Director</u></b>	FINCH, ERIC	<b><u>Council Sponsor</u></b>	CM Bingle
<b><u>Finance</u></b>	MURRAY, MICHELLE	<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>	PICCOLO, MIKE	efinch@spokanecity.org	
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	jcerecedes@spokanecity.org	
<b><u>Additional Approvals</u></b>		sbrown@spokanecity.org	
<b><u>Purchasing</u></b>		jrichman@spokanecity.org	
		dnorman@spokanecity.org	



**Agenda Sheet for City Council Meeting of:**  
04/11/2022

<b><u>Date Rec'd</u></b>	3/22/2022
<b><u>Clerk's File #</u></b>	CPR 2012-0033
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	MAYOR
<b><u>Contact Name/Phone</u></b>	TESSA DELBRIDGE 625-6716
<b><u>Contact E-Mail</u></b>	TDELBRIDGE@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Boards and Commissions Appointments
<b><u>Agenda Item Name</u></b>	0520 APPOINTMENT TO CHHS BOARD

**Agenda Wording**

Appoint Barbara Lee and Karen Ssebanakitta to a three-year term on the Community, Housing, and Human Services Board to serve from April 18, 2022 to April 17, 2025

**Summary (Background)**

Appoint Barbara Lee and Karen Ssebanakitta to a three-year term on the Community, Housing, and Human Services Board to serve from April 18, 2022 to April 17, 2025

Lease? NO	Grant related? NO	Public Works? NO
<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>
Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	COTE, BRANDY	<b><u>Study Session\Other</u></b>
<b><u>Division Director</u></b>		<b><u>Council Sponsor</u></b>
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>
<b><u>Legal</u></b>		tdelbridge@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	jcerecedes@spokanecity.org
<b><u>Additional Approvals</u></b>		
<b><u>Purchasing</u></b>		



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

04/11/2022

**Date Rec'd**

3/22/2022

**Clerk's File #**

ORD C36188

**Renews #****Submitting Dept**

FLEET SERVICES

**Cross Ref #****Contact Name/Phone**

RICHARD GIDDINGS 625-7706

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

RGIDDINGS@SPOKANECITY.ORG

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

Special Budget Ordinance

**Requisition #****Agenda Item Name**

5100-SBO FOR CLEAN FUEL INFRASTRUCTURE RESERVE BUDGET

**Agenda Wording**

In support of the Clean Fuel Infrastructure Reserve Plan resolution that was adopted on February 28, 2022, Fleet Services is requesting a Special Budget Ordinance to establish a budget for 2022 estimated revenues and expenditures.

**Summary (Background)**

Revenues will be generated with a per gallon surcharge calculated to be no greater than the difference between the average local retail gasoline & diesel prices and the gas & diesel prices charged by Fleet services (including markup and applicable taxes). This will ensure City-supplied fuel prices remain below prices charged at retail fueling sites. Expenditures will go toward installing clean fuel infrastructure to support existing alternative fuel vehicles in the City's fleet.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Expense \$ 264,259

# 5110-71800-94000-56301-99999

Revenue \$ 264,259

# 5110-71800-99999-34881-99999

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

**Study Session\Other**

Finance - 3/21/2022

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Kinnear/CP Beggs

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

mmartinez

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing****MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

## Committee Agenda Sheet

### Finance and Administration Committee

<b>Submitting Department</b>	5100 – Fleet Services
<b>Contact Name &amp; Phone</b>	Rick Giddings 625-7706
<b>Contact Email</b>	rgiddings@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: <u>10 min</u>
<b>Agenda Item Name</b>	SBO for Clean Fuel Infrastructure Reserve Budget
<b>Summary (Background)</b>	<p>In support of the Clean Fuel Infrastructure Reserve Plan resolution that was adopted on February 28, 2022, Fleet Services is requesting a Special Budget Ordinance to establish a budget for 2022 estimated revenues and expenditures.</p> <p>Revenues will be generated with a per gallon surcharge calculated to be no greater than the difference between the average local retail gasoline &amp; diesel prices and the gas &amp; diesel prices charged by Fleet services (including markup and applicable taxes). This will ensure City-supplied fuel prices remain below prices charged at retail fueling sites. Police, Solid Waste Collection, Streets, Fire and Water are the departments estimated to be most impacted by this surcharge, but within a manageable amount.</p> <p>Expenditures will go toward installing clean fuel infrastructure to support existing alternative fuel vehicles in the City's fleet.</p>
<b>Proposed Council Action &amp; Date:</b>	Approve SBO for 2022 budget creation
<b>Fiscal Impact:</b> Total Cost: <u>\$264,259 per year</u> Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: fuel surcharge  Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  <b>N/A</b>	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  <b>Data will be collected via department fuel usage and has no existing disparities.</b>	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

**Fleet and Accounting will collect and analyze the fuel usage data both monthly and annually to ensure the surcharge meets the needs of the impacted departments.**

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

**The clean fuel infrastructure reserve program aligns with the sustainability action plan and SMC via reducing greenhouse gas emissions by providing alternative fueling options for City fleet.**

ORDINANCE NO C36188

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Fleet Services 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 Fleet Services Fund and the budget annexed thereto with reference to the Fleet Service Fund, the following changes be made:

- 1) Increase revenue by \$264,259.
  - A) Of the increased revenue, \$264,259 is from interfund fuel sales from other city departments.
- 2) Increase appropriation by \$264,259.
  - A) Of the increased appropriation, \$264,259 is provided solely for supplies and equipment related to Clean Fuel Infrastructure Reserves expenses in the Fleet Services department.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the creation of the Clean Fuel Infrastructure Reserve Plan and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

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

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

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



# Agenda Sheet for City Council Meeting of: 04/11/2022

<b><u>Date Rec'd</u></b>	3/23/2022
<b><u>Clerk's File #</u></b>	ORD C36189
<b><u>Renews #</u></b>	

<b><u>Submitting Dept</u></b>	PROBATION SERVICES	<b><u>Cross Ref #</u></b>	
<b><u>Contact Name/Phone</u></b>	HOWARD DELANEY X4450	<b><u>Project #</u></b>	
<b><u>Contact E-Mail</u></b>	HDELANEY@SPOKANECITY.ORG	<b><u>Bid #</u></b>	
<b><u>Agenda Item Type</u></b>	Special Budget Ordinance	<b><u>Requisition #</u></b>	
<b><u>Agenda Item Name</u></b>	0690 - SBO FOR POSITION REVISION: SUP PROBATION OFFICER TO DIRECTOR OF CJS		

## **Agenda Wording**

Position Revision: Supervisory Probation Officer to Director of Community Justice Services

## **Summary (Background)**

Position Revision: Supervisory Probation Officer to Director of Community Justice Services

Lease? NO Grant related? NO Public Works? NO

## **Fiscal Impact**

Expense \$ (\$111,123)

Expense \$ (\$15,000)

Expense \$ \$126,123

Select \$

## **Budget Account**

# 0690-16100-23100-09570-99999

# 0690-16100-23300-09540-99999

# 0690-16100-23100-XXXXX-99999

#

## **Approvals**

**Dept Head** DELANEY, HOWARD

**Division Director** LOGAN, MARY

**Finance** BUSTOS, KIM

**Legal** PICCOLO, MIKE

**For the Mayor** ORMSBY, MICHAEL

## **Additional Approvals**

**Purchasing**

**MANAGEMENT & BUDGET** INGIOSI, PAUL

## **Council Notifications**

**Study Session\Other** 03/21/22 Finance & Admin Committee

**Council Sponsor** CM Stratton

## **Distribution List**

ksmith@spokanecity.org

jquick@spokanecity.org

rkokot@spokanecity.org

## Committee Agenda Sheet

### Finance and Administration Committee

<b>Submitting Department</b>	Municipal Court & Community Justice Services
<b>Contact Name &amp; Phone</b>	Howard F. Delaney / 509-625-4400
<b>Contact Email</b>	<a href="mailto:hdelaney@spokanecity.org">hdelaney@spokanecity.org</a>
<b>Council Sponsor(s)</b>	Karen Stratton
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion    Time Requested: <u>10 Min</u>
<b>Agenda Item Name</b>	Position Revision: Supervisory Probation Officer to Director of CJS
<b>Summary (Background)</b>	<p>As part of the restructure of the Spokane Municipal Probation Department into the Community Justice Services Department (CJS), a review of the employment classifications in the department was undertaken by Civil Service and Human Resources. As a result of the position review the following changes either have been, or are in the process of, being completed:</p> <ol style="list-style-type: none"> <li>1. Probation Specialist to CJS Specialist (completed);</li> <li>2. Probation Officer I to CJS Counsellor I (completed);</li> <li>3. Probation Officer II to Senior CJS Counsellor (completed); &amp;</li> <li>4. Supervisory Probation Officer to Director of CJS (in process).</li> </ol> <p>As part of the review of the Supervisory Probation Officer (see: SPN 957 - attached) position, it was decided that based upon the nature of the supervisory duties associated with the position should move from a Civil Service classified position to an exempt position. The resulting position is Director of Community Justice Services (See: SPN 953 – attached) and more accurately reflects the duties and responsibilities for the position following the conversion of the office to the Community Justice Services model.</p> <p>As we do not intend to fill the Supervisory Probation Officer position and will not request that position in our 2023 budget, the economic impact in 2022 is confined to the salary differential between the current Supervisory Probation Officer and the new Director of Community Justice Services.</p> <p>Using the current salary for the Supervisory Probation Officer (A02-Range 51, Step 6 - \$111,123.36) and applying the promotional rule to promote retention and define the compensation for the Director of Community Justice Services (A01-Grade 59) position, the resulting salary is A01-Grade 59, Step 5, or \$126,365.76. This constitutes a gross salary increase of \$15,242.40 annually. As the Court and CJS have current salary savings from multiple open positions, no additional 2022 budget allocations are required.</p> <p>SBO  0690-51020-09570-957003 – Supervisory Probation Officer balance to New Position  0690-51020-09540-954001 – Vacant CJC II - \$7,000 to New Position  0690-51020-09540-954008 – Vacant CJC II - \$7,000 to New Position</p>
<b>Proposed Council Action &amp; Date:</b>	<p>Approve the SBO, including the Director of Community Justice Services.</p> <p>April 2022</p>

**Fiscal Impact:** Approximately \$15,000 plus benefits depending on month position is created

Total Cost:

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

Funding Source ☒ One-time ☐ Recurring

Specify funding source: Salary savings

Expense Occurrence ☐ One-time ☒ Recurring

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

### Operations Impacts

What impacts would the proposal have on historically excluded communities?

Although the reclassification of this position will have no direct impact in and of itself, one of the goals of this reclassification is to promote the hiring and retention of personnel qualified to provide analysis of how CJS programs positively or negatively impact this population.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

Data points related to the demography of those under supervision in all CJS programs are collected and analyzed. This analytical process will be improved and streamlined with the implementation of the new software program, "eSupervision", slated for later this year.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Data points on all CJS programs are continually collected and analyzed to monitor the effectiveness all CJS functions and programs. This analytical process will be improved and streamlined with the implementation of the new software program, "eSupervision", slated for later this year.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The changes to the Community Justice Services department and the resulting modifications to departmental operations is a critical element of the City's criminal justice reform efforts.

ORDINANCE NO C36189

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, 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:

- 1) Delete one classified Supervisory Probation Officer position (from 1 to 0) and decrease the associated appropriation for salary and benefits in the Community Justice Services department.
- 2) Decrease the salary appropriation for two vacant Community Justice Coordinator positions by \$7,500 each, or \$15,000 in total, in the Community Justice Services department.
- 3) Add one exempt Director of Community Justice Services position (from 0 to 1) and increase the associated appropriation for salary and benefits in the Community Justice Services department.
- A) There is no change to the overall appropriation level in the General Fund.

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to create a Director of Community Justice Services position, 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





## JOB DESCRIPTION

**JOB TITLE:**

Director of Community Justice  
Services

**REPORTS TO:**

Presiding Judge

**DATE:**

JANUARY 2022

**Classification:**

M&P-A

**SPN:**

953

**PAY RANGE:**

59

**DEPARTMENT PURPOSE**

The Community Justice Services department is committed to the protection of the community through innovative and aggressive programs to reintegrate criminal offenders into society as law abiding and productive citizens.

**POSITION PURPOSE**

Develops and provides strategic leadership to the department and City of Spokane Municipal Criminal Justice System. Serves as an expert in community supervision strategies and will manage probation criminal justice related matters, including but not limited to supervision justice programs and services, and working collaboratively with partners to enhance the efficiency and effectiveness of the criminal justice system.

**SUPERVISION EXERCISED**

Supervises, directs, and manages the Community Justice Services which consists of the following components: adult probation, jail alternative initiatives, and therapeutic programs. Requires independent judgment to determine proper course of action applying evidence-base practices and knowledge of the justice system and law.

*The following Responsibilities and Requirements are functions the individual who holds or desires the position must be able to perform unaided or with the assistance of a reasonable accommodation.*

**KEY RESPONSIBILITIES**

- Provide oversight and supervision of justice programs including but not limited to adult justice system coordination and services, diversion services, re-entry services, treatment court case management, pretrial services, and victim support and defendant accountability services.
- Represent the department at City Council and various board, committee, and subcommittee meetings and at study sessions.
- Plans, organizes, directs, manages, coordinates, and evaluates programs for the Community Justice Services in accordance with established laws, regulations, and policies.

**BEHAVIORAL STANDARDS**

As an exempt employee of the City of Spokane, the Director of Community Justice Services is subject to the City's Code of Ethics set forth in Chapter 1.04A of the Spokane Municipal Code. As such, "it is the policy of the City of Spokane to uphold, promote, and demand the highest standards of ethics from all of its employees who shall maintain the utmost standards of responsibility, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles as a public servant including the appearance of impropriety, and never use their City position, authority or resources for personal gain."

#### Director of Community Justice Services

- Responsible for operation and policy decisions within the jurisdiction of state and city ordinance, city personnel rules, local court policies, Interstate Compact agreements, and co-jurisdictional guidelines for community supervision.
- Provide direct and indirect supervision to staff assigned to the Community Justice Services Department ensuring adherence to established policies, procedures, and standards.
- Work collaboratively with multiple City and County departments and partners to develop strategic work plans, policies, and procedures; collaborate with governmental, judicial, and private agencies to coordinate services and assist in the resolution of problems, questions, or requests related to services provided.
- Research and analyze critical issues identified and recommend programmatic, policy, procedural, or legislative changes to criminal justice practices and procedures in the City, incorporating concepts of continuous quality improvement.
- Develop staff training guidelines, manuals, and procedures in adherence to state and local jurisdiction requirements and in coordination with local union, Court, and City human resources recommendations.
- Coordinate, evaluate and monitor assigned performance-based contracts and ensure compliance.
- Oversee departmental budget, including planning, preparing, and administering financial and personnel resources to maximize effectiveness within established budgets.
- Evaluate fiscal and programmatic performance outcomes and ensure accurate and timely reporting and data driven decision making.
- Perform other related duties as assigned.

#### **REQUIREMENTS**

##### **Knowledge of:**

- Knowledge of local criminal justice systems and city/county government.
- Knowledge of principles, practices, procedures and philosophies of public administration, health and behavioral health systems, community-based services.
- Knowledge of personality theory, interpersonal relations and methods of interpersonal assessment and treatment; human development, mental illness, and mental retardation; understanding cultural differences, values, and lifestyles.
- Knowledge of the principles of supervision, training, and performance evaluation.
- Knowledge of medical terminology and diagnosis and pharmacology; knowledge of medical, behavioral, and socio-economic problems and their treatment; local health care, educational, legal, judicial, and criminal systems.
- Knowledge of numerous funding sources and how to utilize them; state governmental and private organizations as well as public, private and volunteer agencies/resources available in the community.
- Knowledge of the principles of supervision, training, and performance evaluation.

##### **Ability to:**

- Skill in data collection and analysis, with the ability to develop and effectively present information clearly and in a compelling manner to include the preparation, presentation, and administration of budgets.
- Ability and skills to develop, recommend, and implement effective plans and programs and objectively evaluate progress toward goals and timetables.
- Ability to identify and/or develop new programming to meet system gaps and new funding sources.
- Ability to successfully foster and maintain relationships with Criminal Justice stakeholders and partners in the community.
- Ability to analyze administrative and programmatic problems and then develop and implement appropriate strategies to address these issues.

Director of Community Justice Services

- Interact with other employees, customers, and partners in an effective manner, with professionalism and cultural competency; work effectively and efficiently as a team contributor including interacting, communicate clearly and effectively both orally and in writing.
- Maintain knowledge of the agency organizational rules, policies, procedures, services, and mission.
- Plan, prioritize, and organize work effectively to produce quality work with measurable results and within identified deadlines.
- Function in highly stressful circumstances and demonstrate the ability to adapt to changing priorities, deadlines, and directions; ability to maintain calm demeanor while dealing with stressful situations and customers.
- Conduct business in an ethical manner at all times while maintaining a high level of professionalism and confidentiality; coordinate work efforts with other employees and organizations to accomplish a common task.
- Safely and successfully perform the essential job functions consistent with ADAAA, FMLA and other federal, state, and local standards, including meeting qualitative and/or quantitative productivity standards.
- Maintain regular, punctual attendance consistent with ADAAA, FMLA and other federal state and local standards.
- Ability to successfully pass a drug screen and criminal background check.

#### **MINIMUM QUALIFICATIONS**

Any combination of education and experience which would provide the required knowledge, skills, and abilities, is qualifying. Generally, this would include:

Graduation from an accredited college or university with a bachelor's degree in public administration, criminal justice, psychology, sociology, human service or similar field and six years of experience in a related field; and two years managerial, supervisory, or executive experience; or an equivalent combination of education and experience.

#### **WORKING CONDITIONS**

Work is conducted primarily in an office setting. It also involves frequent attendance at meetings, to include some irregular hours. This position frequently requires work in excess of forty hours per week. Incumbents in this classification are expected to communicate verbally, in person, in writing, and by telephone. A computer terminal is used and this requires the use of repetitive arm-hand movements.

Johnnie Perkins

Johnnie Perkins (Jan 19, 2022 15:42 PST)

Johnnie Perkins, City Administrator

Jan 19, 2022

Date

Meghann R. Steinolfson

Meghann R. Steinolfson (Jan 19, 2022 16:27 PST)

Meghann Steinolfson, Acting Human Resources Director

Jan 19, 2022

Date









# Director of Community Justice Services (Job Description)

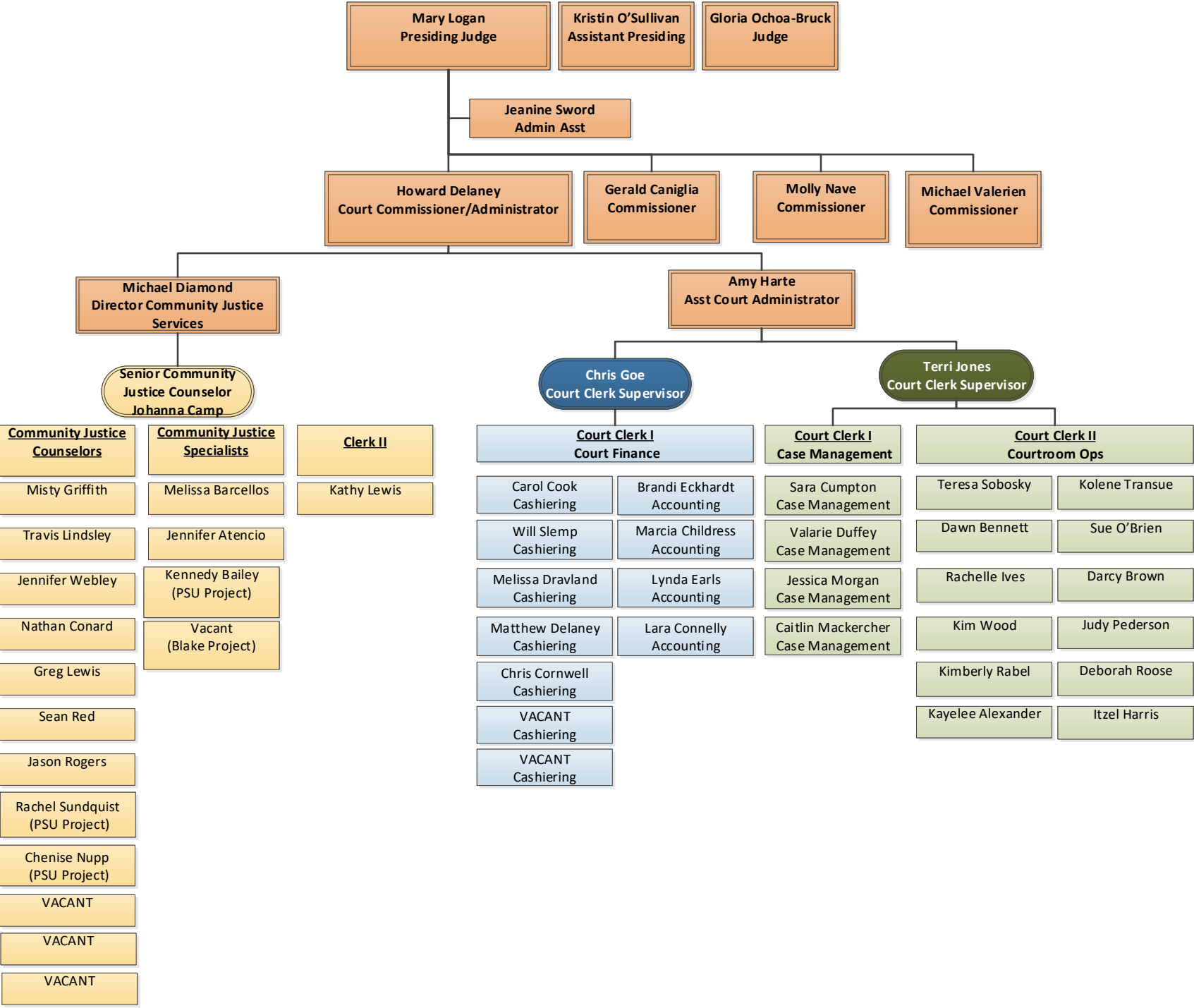
Final Audit Report

2022-01-20

Created:	2022-01-19
By:	Jennifer Quick (jquick@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAtscBf8i8qtHBmxMbn0wH13nRa0RPD6Ue

## "Director of Community Justice Services (Job Description)" History

-  Document created by Jennifer Quick (jquick@spokanecity.org)  
2022-01-19 - 11:37:52 PM GMT- IP address: 198.1.39.252
-  Document emailed to Johnnie Perkins (jperkins@spokanecity.org) for signature  
2022-01-19 - 11:41:27 PM GMT
-  Email viewed by Johnnie Perkins (jperkins@spokanecity.org)  
2022-01-19 - 11:42:21 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Johnnie Perkins (jperkins@spokanecity.org)  
Signature Date: 2022-01-19 - 11:42:59 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Meghann R. Steinolfson (msteinolfson@spokanecity.org) for signature  
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2022-01-20 - 0:26:43 AM GMT- IP address: 198.1.39.252
-  Document e-signed by Meghann R. Steinolfson (msteinolfson@spokanecity.org)  
Signature Date: 2022-01-20 - 0:27:07 AM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2022-01-20 - 0:27:07 AM GMT





## **Spokane Municipal Court Supervisory Reporting Structure & Exempt Position Justification SMC 3.07.33**

### **Supervisory Reporting Structure – Community Justice Services (CJS):**

As currently structured and as proposed, the immediate supervisor for all subordinate staff members in CJS is the Senior Community Justice Counselor (SCJC), formerly Probation Officer II. The SCJC has a number of direct reports from across several Civil Service classifications and internal work units. These direct reports are as follows:

Community Justice Counselors (formerly Probation Officers I):	12
Community Justice Specialists (formerly Probation Specialists)	4
Clerk II	1

The Senior Community Justice Counselor reports directly to the current Supervisory Probation Officer, and the remaining CJS staff members report indirectly to the Supervisory Probation Officer.

The Supervisory Probation Officer reports directly to the Administrative Court Commissioner, which is classified as an Outside Agency/Elected Official.

The Administrative Court Commissioner reports directly to the Presiding Judge of the Spokane Municipal Court.

### **Exempt Position Creation – Justification**

Prior to 2013, the Probation Department was a function of the executive branch according to the now repealed provisions of SMC 03.01.355. At this point in time, the Probation Department was led by the Chief Probation Officer, which was an exempt position.

In 2013, as anticipated by Rule 11 of the Washington State Administrative Rules for Courts of Limited Jurisdiction, the Probation Department was transferred to the Court ultimately under the supervision of the Administrative Court Commissioner.

With the administrative reorganization of the Probation Department under the supervision of the Administrative Court Commissioner, the decision was made to not fill the Chief Probation Officer exempt position and create a new classified position of Supervisory Probation Officer, with fewer responsibilities than were associated with the Chief Probation Officer position.

Since 2014, various criminal justice initiatives have been adopted within the Spokane Municipal Court and Probation. These initiatives are based upon the insights and information derived from Blueprint for Reform, the Spokane Regional Law & Justice Council, the Administration, Council, and the Court's own mission goals.

With the development of the wide array of new programs and initiatives in the department, including the shift to the Risk/Needs/Responsivity (RNR) model of supervision it was decided to reorganize the department from a traditional quasi-law enforcement probation model to a quasi-social work supervision model. As part of that effort, the name of the organization was changed by ordinance from the "Probation Department" to the "Community Justice Services Department".

As part of the reorganization of the department, the job specification for each existing classification was reviewed to assure it was accurately reflecting the duties required under the new model. Each of the departmental job specifications, except the Clerk II, was revised and retitled as indicated in the reporting structure defined above.

The last position to be reviewed was that of the Supervisory Probation Officer, which is a classified/represented M&P-B position. The Civil Service Job Specification for that position is attached hereto as "Attachment A".

As the changes in responsibilities associated with the CJS department leader were reviewed, the analysis led to the decision to return that position to the same exempt status formerly held by the Chief Probation Officer and to terminate/defund the Supervisory Probation Officer classification in favor of the proposed exempt Director of Community Justice Services position. The proposed Job Specification for the Director position is attached hereto as "Attachment B".

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<b>CLASS TITLE:</b>	<b>SUPERVISORY PROBATION OFFICER</b>	<b>CLASS CODE:</b>	<b>957</b>
<b>SALARY RANGE:</b>	<b>A02</b>	<b>GRADE:</b>	<b>51</b>
<b>DEPARTMENT:</b>	<b>PROBATION SERVICES</b>	<b>FLSA STATUS:</b>	<b>E</b>
<b>REPORTS TO:</b>	<b>MUNICIPAL COURT ADMINISTRATOR/DIRECTOR OF PROBATION</b>	<b>EEO-4 CODE:</b>	<b>02</b>
<b>BARGAINING UNIT:</b>	<b>M&amp;P-B</b>	<b>DATE:</b>	<b>7/17</b>

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**JOB SUMMARY:**

Under administrative direction, manages and supervises probation operations, functions and subordinate staff within the Probation Services Department of Municipal Court; assists the director in preparing and maintaining the department budget and in planning, organizing and directing probation officer caseloads; recommends and implements policies and procedures; coordinates and supervises probation staff and day-to-day operations; performs the more sensitive and difficult court assignment and supervision cases; and acts in the absence of the director when assigned.

**DISTINGUISHING CHARACTERISTICS:**

This is a single-incumbent supervisory classification in the Probation Officer series with responsibility for managing the professional and clerical operational units within the Probation Services Department. This class is distinguished from the Probation Officer I and II positions by the performance of the most complex and/or sensitive duties and by the emphasis on supervision of subordinate personnel.

**SUPERVISION EXERCISED:**

The incumbent exercises full scope supervision over subordinate professional and clerical staff.

**EXAMPLES OF DUTIES:** *This list is ILLUSTRATIVE only and is not a comprehensive listing of all functions and duties performed by the incumbent of this class. Duties may include, but are not limited to the following:*

- Carries out supervisory responsibility in accordance with policies, procedures and applicable laws including: training, planning, assigning and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
- Provides direction, instruction and guidance to subordinate professionals in the management of their casework.
- Reviews, modifies and approves court reports and recommendations prepared by subordinate professionals.
- Assists in the formulation of assignment procedures for new cases to subordinate professionals; approves case transfers from one probation officer to another.
- Performs the more sensitive and difficult court assignment and supervision cases, requiring the application of considerable knowledge, skill and judgment.
- Assists subordinate probation officers with interpretations of technical and legal matters; provides consultation and training where required in the preparation of court reports and recommendations.
- Performs project work and specialized studies in efforts to improve caseload management; implements new projects and programs.
- Assists in the development and implementation of unit policies and procedures.
- Assists in preparing the preliminary department budget.
- Arranges and monitors placement of individuals on probation in rehabilitation and/or treatment programs.
- Communicates with a wide variety of agencies, probation departments, law enforcement agencies or other organizations to arrange and maintain needed services for probationers.
- Communicates with Sheriff's Office, Police Department, City Prosecutor's Office, Probation Department and/or social service agencies on crime investigation and prevention.
- Intervenes in crisis situations; counsels with probationers and/or family members; communicates with involved community and/or private agencies; makes referrals as required.
- Compiles, investigates, verifies and presents reports on personal, social, educational, financial, health and/or prior criminal involvement of probationers
- Maintains records; prepares and processes various reports and court documents as needed.
- Appears and/or testifies in court for detention, jurisdictional, disposition and/or violation of probation hearings; attends special and/or annual review and sealing of records per assigned casework.
- Conducts presentations to community groups, organizations or others as assigned.
- Maintains and upgrades professional knowledge, skills, and development by attending seminars and training programs and reading trade and professional journals and publications.
- Serves on various boards and committees as directed.
- May act in the absence of the Municipal Court Administrator/Director of Probation when assigned.
- Performs other related duties as assigned.



**MATERIAL AND EQUIPMENT USED:**

- General Office Equipment
- Personal Computer

**KNOWLEDGE, SKILLS, AND ABILITIES:**

**Knowledge of:**

- Principles of human behavior and applied psychology.
- Principles and techniques of interviewing and casework.
- Administrative principles and practices, including goal setting and implementation.
- Administration of staff and activities.
- Applicable state, federal and local ordinances, laws, rules and regulations.
- Record keeping, report preparation, filing methods and records management techniques.
- Methods and techniques of research, statistical analysis and report presentation.
- All computer applications and hardware related to performance of the essential functions of the job.

**Skill in:**

- Planning, organizing, assigning, directing, reviewing and evaluating the work of staff.
- Selecting and motivating staff and providing for their training and professional development.
- Preparing clear and concise reports, correspondence and other written materials.
- Using tact, discretion, initiative and independent judgment within established guidelines.
- Organizing work, setting priorities, meeting critical deadlines, and following up on assignments with a minimum of direction.
- Applying logical thinking to solve problems or accomplish tasks.
- Understanding, interpreting and communicating complicated policies, procedures and protocols.
- Communicating clearly and effectively, both orally and in writing.

**Ability to:**

- Ability to establish and maintain effective working relationships with a variety of individuals.
- Ability to write reports and correspondence.
- Ability to define problems, collect data, establish facts and draw valid conclusions.
- Ability to speak effectively before groups and respond to questions.
- Ability to read, analyze and interpret professional periodicals and journals, technical procedures and government regulations.

**Physical Demands:**

While performing the essential functions of this job, the incumbent is regularly required to walk, stand, bend and sit; use hands to operate a keyboard, grasp, handle, or feel objects; reach with hands and arms, above the shoulders and below the waist; speak and hear normal speech in person and on the telephone; and lift, carry, push and pull objects up to 20 pounds.

**Working Conditions:**

- Work is performed in a normal office environment with little exposure to outdoor temperatures, dirt and dust.
- Work may involve exposure to individuals who are distraught, hostile or abusive, and may include some risk of physical harm when working face-to-face with offenders.
- Duties may require some evening, weekend, holiday and/or on-call work.

**MINIMUM QUALIFICATIONS REQUIRED:**

**Education and Experience:** A Bachelor's degree from an accredited four-year college or university with major coursework in sociology, social work, human services, psychology or criminal justice; AND five years of experience interviewing and counseling offenders to assess needs and make recommendations to the court. One year of supervisory experience is required, which must include conducting performance evaluations, implementing performance improvement plans, and the authority to hire, discipline, and dismiss subordinate personnel. A successful candidate must pass a Criminal Justice Information Systems (CJIS) background investigation upon a conditional offer of employment.

**Note:** Incumbent must complete Misdemeanant Probation Counselor Academy (MPCA) within six months of initial appointment as required by RCW 43.101.220 and WAC 139-10-210.

**Licenses and Certifications:** A Valid driver's license or evidence of equivalent mobility.

**Promotional Requirements:** Two years of experience in the classification of Probation Officer II (SPN 955).

**INTERNAL PROCEDURAL INFORMATION:**

Selection of a Senior Administrative Assistant, Rule V, Section 5, Rules of the Civil Service Commission, applies.

This class specification should not be interpreted as all-inclusive. It is intended to identify the essential functions and requirements of this job. Incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification. Any essential function or requirement of this class will be evaluated as necessary should an incumbent/applicant be unable to perform the function or requirement due to a disability as defined by the Americans with Disabilities Act (ADA). Reasonable accommodation for the specific disability will be made for the incumbent/applicant when possible.



# Agenda Sheet for City Council Meeting of:

04/11/2022

**Date Rec'd**

3/30/2022

**Clerk's File #**

ORD C36190

**Renews #**

**Cross Ref #**

**Project #**

**Bid #**

**Requisition #**

**Submitting Dept**

HOUSING & HUMAN SERVICES

**Contact Name/Phone**

JENN CERCEDES 6055

**Contact E-Mail**

JCERCEDES@SPOKANECITY.ORG

**Agenda Item Type**

Emergency Ordinance

**Agenda Item Name**

1680- INTERIM ZONING ORDINANCE RE INDOOR EMERGENCY SHELTER IN HI ZONE

## **Agenda Wording**

Zoning Ordinance to allow for an emergency shelter in a heavy industrial zone to allow for available space to be used. This would be a temporary ordinance to allow securing a site for a temporary shelter.

## **Summary (Background)**

City Council and Administration have been searching for a location for a temporary shelter that has specific location parameters. Based on these parameters most locations that meet the specifications and are available are located in commercial and industrial zones. The interim zoning ordinance will allow available space to be used for a temporary shelter.

Lease? NO

Grant related? NO

Public Works? NO

## **Fiscal Impact**

Neutral \$

## **Budget Account**

#

Select \$

#

Select \$

#

Select \$

#

## **Approvals**

**Dept Head**

CERCEDES, JENNIFER

## **Council Notifications**

**Study Session\Other**

Urban Experience  
4/11/22

**Division Director**

FINCH, ERIC

**Council Sponsor**

CP Beggs / CM Bingle

**Finance**

MURRAY, MICHELLE

## **Distribution List**

**Legal**

PICCOLO, MIKE

jcerecedes@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

jrichman@spokanecity.org

## **Additional Approvals**

sbrown@spokanecity.org

**Purchasing**

efinch@spokanecity.org

dnorman@spokanecity.org

## **ORDINANCE NO. C36190**

An interim zoning ordinance concerning the siting of indoor emergency shelters; amending SMC 17C.130.100 and SMC 17C.130.110 on an interim basis; setting a public hearing; establishing a work program; and declaring an emergency.

**WHEREAS**, pursuant to SMC 18.05.010, the City Council has previously found that centers for the protection of vulnerable and homeless individuals and families during inclement weather is vital, whether due to extreme cold, extreme heat, poor air quality conditions, severe storms, or other types of civil emergencies, and has further determined that providing protection to Spokane residents from extreme heat, cold and unsafe air is an essential government function;

**WHEREAS**, pursuant to RCW 35.21.683, effective as of September 21, 2021, cities are not allowed to prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed;

**WHEREAS**, indoor emergency shelters are not currently allowed in the City's heavy industrial zones and for various reasons are extremely challenging to site in the City's other zones;

**WHEREAS**, the City Council finds that many existing buildings that are otherwise suitable for providing indoor emergency shelters are located in the City's heavy industrial zones;

**WHEREAS**, the City Council finds that, if conditioned appropriately, such indoor emergency shelters can be safely located in the City's heavy industrial zones;

**WHEREAS**, sections 35.63.200 and 36.70A.390 of the Revised Code of Washington authorize cities to enact moratoriums, interim zoning maps, interim zoning ordinances, and/or interim official controls without holding a public hearing (*see also Matson v. Clark County Board of Commissioners*, 79 Wash.App. 641, 904 P.2d 317 (1995)); and

**WHEREAS**, pursuant to RCW 35.63.200 and 36.70A.390, when the City Council adopts an interim zoning ordinance without holding a public hearing on the proposal, it must hold a hearing on the adopted interim zoning ordinance within at least sixty (60) days of its adoption; and

**WHEREAS**, the City intends to implement the interim zoning ordinance contained in this ordinance and which amends SMC 17C.130.100 and 17C.130.110; and

**WHEREAS**, the City also intends to conduct a work program during the pendency of this interim zoning ordinance, to enable the City Council to hear feedback from the public and interested stakeholders concerning a possible permanent amendment to the City's zoning regulations to allow the location of indoor emergency shelters in the City's heavy industrial zones; and

**WHEREAS**, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA"); and

**WHEREAS**, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an emergency allowing this ordinance to become effective immediately upon adoption; and

**WHEREAS**, the City Council finds that this interim zoning ordinance is necessary for the immediate preservation of the public peace, health, or safety and for the immediate support of City government and its existing public institutions.

**NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:**

**Section 1. Interim Zoning Ordinance Adopted.** An interim zoning ordinance is adopted as specified in Sections 6 and 7 of this ordinance.

**Section 2. Purpose.** The purpose of this interim zoning ordinance is to allow the siting of indoor emergency shelters in the City's heavy industrial zones, subject to appropriate conditions as specified.

**Section 3. Duration of Interim Zoning Ordinance.** This interim zoning ordinance shall be in effect until **September 12, 2022** unless extended or cancelled at the public hearing described in Section 4 of this Ordinance. It is anticipated that while this interim zoning ordinance is in effect the city will evaluate whether to make these measures permanent pursuant to the public notice and participation process set forth in Chapter 17G.025 of the Spokane Municipal Code.

**Section 4. Public Hearing.** Pursuant to RCW 35.63.200 and 36.70A.390, the City Council shall hold a public hearing on this interim zoning ordinance on **May 9, 2022**. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this interim zoning ordinance, and either extend it for an additional six-month period beyond **September 12, 2022**, or cancel it.

**Section 5. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 6.** That section 17C.130.100 of the Spokane Municipal Code is amended on an interim basis to read as follows:

[Section 17C.130.100](#) Industrial Zones Primary Uses

A. Permitted Uses (P).

Uses permitted in the industrial zones are listed in Table 17C.130-1 with a “P.” These uses are allowed if they comply with the development standards and other standards of this chapter.

B. Limited Uses (L).

Uses allowed that are subject to limitations are listed in Table 17C.130-1 with an “L.” These uses are allowed if they comply with the limitations as listed in the footnotes following the table and the development standards and other standards of this chapter. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters.

C. Conditional Uses (CU).

Uses that are allowed if approved through the conditional use review process are listed in Table 17C.130-1 with a “CU.” These uses are allowed provided they comply with the conditional use approval criteria for that use, the development standards, and other standards of this chapter. Uses listed with a “CU” that also have a footnote number in the table are subject to the standards cited in the footnote. In addition, a use or development listed in Part 3 of this division, Special Use Standards, is also subject to the standards of those chapters. The conditional use review process and approval criteria are stated in [chapter 17C.320 SMC](#), Conditional Uses.

D. Uses Not Permitted (N).

Uses listed in Table 17C.130-1 with an “N” are not permitted. Existing uses in categories listed as not permitted may be subject to the standards of [chapter 17C.210 SMC](#), Nonconforming Situations.

<b>Table 17C.130-1</b> <b>Industrial Zones Primary Uses</b>			
<b>Use is:</b> <b>P</b> – Permitted; <b>N</b> – Not Permitted; <b>L</b> – Allowed, but with Special Limitations; <b>CU</b> – Conditional Use Review Required	<b>LI Zone</b> <b>(Light Industrial)</b>	<b>HI Zone</b> <b>(Heavy Industrial)</b>	<b>PI Zone</b> <b>(Planned Industrial)</b>
<b>Residential Categories</b>			
Group Living	L[1]	N	L[3]
Residential Household Living	L[2]	L[2]	L[3]
<b>Commercial Categories</b>			
Adult Business	L[4]	N	N
Commercial Outdoor Recreation	P	P	CU
Commercial Parking	P	P	P
Drive-through Facility	P	P	P
Major Event Entertainment	CU	CU	CU
Office	P	P	P
Quick Vehicle Servicing	P	P	P
Retail Sales and Service	L/CU[5]	L/CU[6]	L[7]

Mini-storage Facilities	L[8]	L[8]	L[8]
Vehicle Repair	P	P	P
Mobile Food Vending	L[12]	L[12]	L[12]
<b>Industrial Categories</b>			
High Impact Use	L[9]	L[9]	N
Industrial Service	P	P	P
Manufacturing and Production	P	P	P
Railroad Yards	CU	P	P
Warehouse and Freight Movement	P	P	P
Waste-related	CU	CU	CU
Wholesale Sales	P	P	P
<b>Institutional Categories</b>			
Basic Utilities	P	P	P
Colleges	P	N	L[10]
Community Service	P	<del>(N)</del> L[13]	<del>(N)</del> L[13]
Daycare	P	CU	L[10]
Medical Centers	P	N	L[10]



Parks and Open Areas	P	CU	P
Religious Institutions	P	N	N
Schools	P	N	L[10]
<b>Other Categories</b>			
Agriculture	P	P	P
Aviation and Surface Passenger Terminals	P	P	P
Detention Facilities	CU	CU	CU
Essential Public Facilities	CU	CU	CU
Mining	CU	CU	CU
Rail Lines and Utility Corridors	P	P	P
<p>Notes:</p> <ul style="list-style-type: none"> <li>• The use categories are described in <a href="#">chapter 17C.190 SMC</a>.</li> <li>• Standards that correspond to the bracketed numbers [ ] are specified in <a href="#">SMC 17C.130.110</a>.</li> <li>• Specific uses and developments may be subject to the standards in Part 3 of this division, Special Use Standards.</li> <li>• Standards applicable to conditional uses are stated in <a href="#">chapter 17C.320 SMC</a>.</li> </ul>			

**Section 7.** That section 17C.130.110 of the Spokane Municipal Code is amended on an interim basis to read as follows:

### Section 17C.130.110 Limited Use Standards

The paragraphs listed below contain the limitations and correspond with the bracketed [ ] footnote numbers from [Table 17C.130-1](#).

#### 1. Group Living.

This standard applies to all parts of [Table 17C.130-1](#) that have a [1].

- a. Group living uses are allowed on sites within one-quarter mile of the Spokane River where residents can take advantage of the river amenity. The planning and economic development services director may authorize a group living use greater than one-quarter mile from the Spokane River if the applicant demonstrates that the site has a river viewpoint and a pedestrian connection to the river. Group living uses shall provide buffering from adjacent industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The proposal shall include a design, landscape and transportation plan which will limit conflicts between the residential, employment and industrial uses.

#### b. Alternative or Post Incarceration Facilities.

Group living uses which consist of alternative or post incarceration facilities are not permitted.

#### 2. Residential Household Living.

This standard applies to all parts of [Table 17C.130-1](#) that have a [2].

- a. Residential household living uses are allowed on sites within one-quarter mile of the Spokane River where residents can take advantage of the river amenity. The planning and economic development services director may authorize a residential living use greater than one-quarter mile from the Spokane River if the applicant demonstrates that the site has a river viewpoint and a pedestrian

connection to the river. Residential uses shall provide buffering from adjacent industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The proposal shall include a design, landscape, and transportation plan, which will limit conflicts between the residential, employment and industrial uses.

- b. A single-family residence may be erected on a lot having a side property line which adjoins a lot in a residential zone, with or without an intervening alley, or on a lot which has less than one hundred feet of frontage and has residences existing on all lots adjoining its side property lines.
- c. Living quarters for one caretaker per site in the LI, HI and PI zones are permitted.

### 3. Group Living and Residential Household Living.

This standard applies to all parts of [Table 17C.130-1](#) that have a [3]. Group living and residential household living uses may be permitted in the PI zone as a part of a binding site plan under the provisions of the subdivision code or a planned unit development under the provisions of Division G – Administration and Procedures. A minimum of fifty percent of the site within the binding site plan or planned unit development shall be in manufacturing and production, industrial service or office uses. Group living and residential household living uses shall be buffered from industrial lands by use of berms, landscaping, fencing or a combination of these measures or other appropriate screening measures deemed appropriate by the planning and economic development services director. The buffering improvements shall be developed on the residential portion of the binding site plan or planned unit development at the time the residential uses are constructed. The site development plan shall include a design, landscape, and transportation plan, which will limit conflicts between the residential and industrial uses.

### 4. Adult Business.

This standard applies to all parts of [Table 17C.130-1](#) that have a [4]. Adult businesses are subject to the following standards:

- a. [Chapter 17C.305 SMC](#), Adult Business.
- b. Adult businesses are subject to the size requirements specified in item [5] below applicable to retail sales and services uses in the light industrial (LI) zone.

- c. In addition to the standards in subsections (4)(a) and (b) of this section, adult businesses are permitted only in the light industrial zone adult business overlay zone as designated on the official zoning map.

#### 5. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of [Table 17C.130-1](#) that have a [5]. Retail sales and service uses are allowed if the floor area plus outdoor sales and display and outdoor storage area is not more than sixty thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than sixty thousand square feet per site are a conditional use.

#### 6. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of [Table 17C.130-1](#) that have a [6]. Retail sales and service uses are allowed if the floor area plus outdoor sales and display and outdoor storage area is not more than twenty thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than twenty thousand square feet per site are a conditional use.

#### 7. Retail Sales and Service Uses Size Limitation.

This standard applies to all parts of [Table 17C.130-1](#) that have a [7]. Retail sales and service uses are allowed if the floor area plus the outdoor sales and display and outdoor storage area is not more than three thousand square feet per site. Retail sales and service uses where the floor area plus the outdoor sales and display and outdoor storage area is more than three thousand square feet per site may be permitted as a part of a binding site plan under the provisions of the subdivision code or a planned unit development under the provisions of the zoning code. A minimum of fifty percent of the site area of the uses in the planned unit development or binding site plan shall be in manufacturing and production, industrial service or office uses.

#### 8. Mini-storage Facilities.

This standard applies to all parts of [Table 17C.130-1](#) that have a [8]. The limitations are stated with the special standards for these uses in [chapter 17C.350 SMC](#), Mini-Storage Facilities.

9. High Impact Uses.

This standard applies to all parts of [Table 17C.130-1](#) that have a [9]. High impact uses shall be located a minimum of six hundred feet from the boundary of a residential or commercial zone.

10. Colleges, Medical Centers, Daycare and School Uses.

This standard applies to all parts of [Table 17C.130-1](#) that have an [10]. Colleges, medical centers, daycare and school uses may be permitted as a part of a binding site plan under the provisions of the subdivision code, or a planned unit development under the provisions of the zoning code. A minimum of fifty percent of the site within the planned unit development or binding site plan shall be in manufacturing and production, industrial service or office uses. Colleges, medical centers, daycare and school uses are allowed within the planned unit development or binding site plan provided that the site development includes a design, landscape and transportation plan which will limit conflicts between the college, medical center, daycare, school and industrial uses.

11. Wireless Communication Facilities.

See chapter 17C.355A SMC.

12. Mobile Food Vending.

This standard applies to all parts of [Table 17C.130-1](#) that have a [12]. All mobile food vendors shall have a valid mobile food vending license issued pursuant to [SMC 10.51.010](#).

13. Community Service.

This standard applies to all parts of [Table 17C.130-1](#) that have a [13].  
Only indoor emergency shelters are permitted.

**Section 8. Declaration of Emergency and Effective Date.** This interim zoning ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, and for the immediate

support of City government and its existing public institutions shall be effective immediately upon its passage.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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



**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	12/16/2021
<b>Clerk's File #</b>	RES 2022-0001
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	LORI KINNEAR X6715
<b>Contact E-Mail</b>	LKINNEAR@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - ESTABLISHING YEAR-LONG 20 MPH SPEED LIMITS AROUND CERTAIN PARKS

**Agenda Wording**

A resolution establishing year-long 20 mph speed limits on streets adjacent to certain parks, as identified in the attached addendum, after the expiration of a two-year pilot project.

**Summary (Background)**

In 2020, Council instituted a two-year pilot project establishing year-long 20 mph speed limits around certain parks and park properties in response to COVID-19 and the increase in pedestrian visits to city parks outside of the summer season. This pilot project will end at the beginning of 2022. While the pilot project was instituted at the beginning of COVID-19 pandemic, when park was particularly high, use of city parks has continued.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

**Budget Account**

**Approvals**

**Dept Head** ALLERS, HANNAHLEE

**Division Director**

**Finance**

**Legal**

**For the Mayor**

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other** UE 12/13/21

**Council Sponsor**

CMs Kinnear & Cathcart

**Distribution List**

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Resolution Establishing Year-Round 20mph Speed Limits for Certain Streets Adjacent to Parks; and Resolution Reverting High Drive Speed Limit Back to 30mph
<b>Date:</b>	December 13, 2021
<b>Contact (email &amp; phone):</b>	Giacobbe Byrd (gbyrd@spokanecity.org) (509) 625-6715
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Urban Experience; Public Safety & Community Health; PIES
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	
<b>Strategic Initiative:</b>	Safe and Healthy
<b>Deadline:</b>	Early 2022
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	These resolutions make streets around parks safer for pedestrians and cyclists and provides a solution for drivers speeding around parks.
<p><b>Background/History:</b> Over three years ago, CM Kinnear worked with former-CM Fagan and the PeTT committee to find a mutually agreeable solution for drivers speeding around parks. In 2020, Council passed Resolution 2020-0021 instituting a two-year pilot project establishing year-long 20 mph speed limits around certain parks and park properties in direct response to the COVID-19 virus and the increase in pedestrian visits to our city parks outside of the summer season. This pilot project will end at the beginning of 2022. While the pilot project was instituted at the beginning of COVID-19 pandemic, when park use was particularly high, use of city parks has continued. While short-term enforcement of speed limits continues to be a challenge, the City's legislative agenda includes requests for speed cameras around parks. Continuing the 20mph speed limits around certain parks will help drivers acclimate to the lower speeds prior to potential future installation of speed cameras.</p>	
<p><b>Executive Summary:</b> These resolutions:</p> <ul style="list-style-type: none"> <li>Continue the year-round 20 mph speed limits on streets adjacent to certain City parks at the expiration of the two-year pilot project; and</li> <li>Revert the speed limit along High Drive to 30mph.</li> </ul>	
<p><b>Budget Impact:</b> Approved in current year budget?    <input type="checkbox"/> Yes    <input checked="" 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: The cost of installing any new signs will be paid from the Traffic Calming Measures Fund Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><b>Operations Impact:</b> Consistent with current operations/policy?    <input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No    <input type="checkbox"/> N/A Requires change in current operations/policy?    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> N/A</p>	



## RESOLUTION NO 2022-0001

A resolution establishing year-long 20 mph speed limits on streets adjacent to certain parks, as identified in the attached addendum, after the expiration of a two-year pilot project.

**WHEREAS**, in 2020, the Spokane City Council unanimously adopted Resolution 2020-0021, which was amended by Resolution 2020-0077, instituting a two-year pilot project establishing year-long 20 mph speed limits around certain parks and park properties in direct response to the COVID-19 virus and the increase in pedestrian visits to our city parks outside of the summer season; and

**WHEREAS**, with the pilot project expiring, this resolution establishes year-round 20 mph speed limits for streets adjacent to certain parks included in the two-year pilot.

**NOW, THEREFORE, BE IT RESOLVED** that speed signs that reflect a 20 mph speed limit year-round shall be installed on both arterials and residential streets adjacent to the parks included in the attached addendum; and

**BE IT FURTHER RESOLVED** that the City Council requests the Streets Department engage in robust metric analysis to ensure that any potential future speed adjustments are based on measured data; and

**BE IT FURTHER RESOLVED** that the cost of installing any new signs will be paid from the Traffic Calming Measures Fund, into which is deposited automated traffic safety camera infraction fines.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

**ADDENDUM TO RESOLUTION NO. 2022-\_\_\_\_\_.**

The following parks and streets are subject to year-round 20mph speed limits, as established in Resolution No. 2022-\_\_\_\_\_:

A.M. Cannon Hill Park;

Chief Garry Park;

Comstock Park;

Corbin Park;

Hays Park;

Lincoln Park;

Mission Park;

Shadle Park;

Friendship Park;

Thornton Murphy Park;

Manito Park; and

West Cliff Drive from South Ben Garnett Way to the Tiger Trail.



# Agenda Sheet for City Council Meeting of: 04/11/2022

<b><u>Date Rec'd</u></b>	3/29/2022
<b><u>Clerk's File #</u></b>	RES 2022-0031
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	

<b><u>Submitting Dept</u></b>	CITY COUNCIL
<b><u>Contact Name/Phone</u></b>	HANNAHLEE 6714 ALLERS
<b><u>Contact E-Mail</u></b>	HALLERS@SPOKANECITY.ORG
<b><u>Agenda Item Type</u></b>	Resolutions
<b><u>Agenda Item Name</u></b>	0320 - UPDATING COUNCIL RULES FOR 2022

## **Agenda Wording**

A Resolution updating City Council Rules for 2022.

## **Summary (Background)**

Council regularly updates their rules via Resolution. This resolution adopts an updated version of the rules for 2022 based on feedback from Council Members and Council Staff.

Lease? NO	Grant related? NO	Public Works? NO
<b><u>Fiscal Impact</u></b>		<b><u>Budget Account</u></b>
Neutral \$		#
Select \$		#
Select \$		#
Select \$		#

<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>	
<b><u>Dept Head</u></b>	ALLERS, HANNAHLEE	<b><u>Study Session\Other</u></b>	3/21 Finance & Study Sessions
<b><u>Division Director</u></b>		<b><u>Council Sponsor</u></b>	CP Beggs & CM Kinnear
<b><u>Finance</u></b>		<b><u>Distribution List</u></b>	
<b><u>Legal</u></b>			
<b><u>For the Mayor</u></b>			
<b><u>Additional Approvals</u></b>			
<b><u>Purchasing</u></b>			

## Committee Agenda Sheet

### Finance & Administration

<b>Submitting Department</b>	City Council
<b>Contact Name &amp; Phone</b>	Council President Beggs
<b>Contact Email</b>	<a href="mailto:bbeggs@spokanecity.org">bbeggs@spokanecity.org</a>
<b>Council Sponsor(s)</b>	CP Beggs & CM Kinnear
<b>Select Agenda Item Type</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion    Time Requested:
<b>Agenda Item Name</b>	Resolution adopting the 2022 City Council Rules
<b>Summary (Background)</b>	Council typically makes updates to the Council Rules annually. The updates for 2022 incorporate feedback from all interested Council Members and were sent to CMs via email and discussed at the Q1 Council Retreat in February.
<b>Proposed Council Action &amp; Date:</b>	Will file for a vote after committee
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impacts</b>	
What impacts would the proposal have on historically excluded communities?  There is no direct impact to historically excluded communities in the Rules changes, but there are multiple changes intended to help increase easy public participation in Council meetings. The rules also formally adopt this new briefing paper template, which is intended to focus City staff on the impacts that policies and purchases have on the community at large.	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?  Council rules are typically amended on at least an annual basis and changes are made based on observations and suggestions by Council Members, City and Council staff and community members and organizations.	

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Same answer as above – official data is not collected, but changes are made based on experience and feedback of those interacting with Council’s processes.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

The Rules help guide the policy-setting process for Council and hopefully these changes help clarify the process for staff that needs to bring items forward to Council for approval.

**RESOLUTION NO. 2022-0031**

A Resolution adopting various amendments to the City Council's Rules of Procedure.

**WHEREAS**, the City Council's Rules of Procedure may be amended by resolution and are amended from time to time, normally on an annual basis; and

**WHEREAS**, the City Council intends to amend its Rules of Procedure by the adoption of this resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council hereby amends its City Council Rules of Procedure by adopting the attached 2022 City Council Rules of Procedure.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

Approved as to form:

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



## **SPOKANE CITY COUNCIL RULES OF PROCEDURE**

**(2022 revision, adopted by Resolution No. 2022-0031 [date])**



## Table of Contents

RULE 1 - GENERAL PRINCIPLES .....	4
Rule 1.1    PURPOSE.....	4
Rule 1.2    DUTY OF MUTUAL RESPECT .....	4
Rule 1.3    DUTY OF ETHICAL CONDUCT .....	4
Rule 1.4    ROBERT'S RULES OF ORDER .....	5
Rule 1.5    AMENDMENT .....	5
RULE 2 – MEETINGS .....	5
Rule 2.1    PLACE AND TIME OF MEETINGS.....	5
Rule 2.2    OPEN FORUM .....	6
Rule 2.3    ADJOURNED MEETINGS .....	6
Rule 2.4    SPECIAL MEETINGS .....	7
Rule 2.5    STUDY SESSIONS.....	7
Rule 2.6    QUORUM .....	7
Rule 2.7    SERVICE ANIMALS AT CITY COUNCIL MEETINGS .....	7
Rule 2.8    FUNCTIONS OF MEETING AGENDA.....	8
Rule 2.9    INTRODUCTION OF ITEMS.....	8
Rule 2.10   AGENDA PROCESS.....	9
Rule 2.11   NOTICE BY AGENDA.....	9
Rule 2.12   SPECIAL MEETING NOTICES.....	10
Rule 2.13   THE CHAIR .....	10
Rule 2.14   ORDER OF BUSINESS .....	11
Rule 2.15   PARTICIPATION BY MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS ....	13
Rule 2.16   PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS .....	14
Rule 2.17   VOTING.....	16
Rule 2.18   SUSPENSION OF THE RULES.....	17
Rule 2.19   RECONSIDERATION .....	17
Rule 2.20   PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS.....	17
RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS .....	17
RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS .....	20
Rule 4.1    FILING.....	20
Rule 4.2    AMENDMENT .....	20
Rule 4.3    SUBJECT MATTER .....	21
RULE 5 – PROCESSING ORDINANCES .....	21
Rule 5.1    PUBLICATION, SIGNATURE AND RECORDING.....	21

Rule 5.2	VETO.....	22
RULE 6 – COMMITTEES.....		22
Rule 6.1	STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP .....	22
Rule 6.2	COMMITTEE PROCESS .....	23
Rule 6.3	INTER-GOVERNMENTAL COMMITTEES AND BOARDS .....	25
Rule 6.4	AD HOC COMMITTEES AND WORKING GROUPS.....	26
Rule 6.5	BOARDS AND COMMISSIONS APPOINTMENT PROCESS .....	26
RULE 7 – MISCELLANEOUS .....		26
Rule 7.1	COUNCIL POSITION VACANCY.....	26
Rule 7.2	COUNCIL MEMBER DISCIPLINE .....	27
Rule 7.3	COUNCIL STAFF.....	27
Rule 7.4	COUNCIL OFFICE BUDGET .....	27
Rule 7.5	COUNCIL MEMBER AND STAFF ORIENTATION.....	28
Rule 7.6	COUNCIL MEMBER RESPONSIBILITIES .....	28
Rule 7.7	CITY COUNCIL PLANNING.....	29

## **RULE 1 - GENERAL PRINCIPLES**

### **Rule 1.1      PURPOSE**

The Spokane City Council adopts these Rules to govern the conduct of City Council business. These Rules do not confer upon any person who is not a member of the Council any right to a particular procedure, nor do they affect the validity or legality of any Council action.

### **Rule 1.2      DUTY OF MUTUAL RESPECT**

It is the constant duty of each Council Member to treat each other, City staff, board and commission appointees, and the public with respect. Likewise, all persons who attend a Council meeting or interact with Council Members or Council staff in any type of public forum or communication, regardless of the form or format, must act respectfully toward all persons. Mutual respect between Council Members and towards staff includes, but is not limited to, not intentionally disclosing private information about a Council Member or staff such as personal telephone numbers or home address without the permission of the Council Member or staff.

### **Rule 1.3      DUTY OF ETHICAL CONDUCT**

- A. Each Council Member must uphold the constitution, laws, and regulations of the United States of America, the State of Washington and the Charter and ordinances of the City including, without limitation, chapter 01.04A, SMC (Code of Ethics), recognizing that federal and state laws pre-empt local laws. Should a Council Member have a conflict of interest or become aware that they have or may have a conflict of interest, that Council Member shall promptly inform the Council of the conflict of interest and abstain from any Council action in connection with that matter.
- B. Confidential information.
  - 1. No Council Member may disclose confidential information to any person not entitled or authorized to receive the information. Notwithstanding the foregoing, the City Council may, upon the affirmative vote of five (5) Council Members taken in an open meeting, authorize the release of specific information which would otherwise be deemed confidential information, including without limitation discussions held in executive session.
  - 2. For purposes of these rules, "confidential information" has the same meaning as the term is defined in SMC 01.04A.020(I) and SMC 01.04A.030(I)(1).
- C. No Council Member may use or authorize the use of facilities of the City, directly or indirectly, for the purpose of assisting a campaign for election of a person to an

office or for the purpose of or opposition to a ballot proposition. Council Members shall comply with RCW 42.17A.555 (Use of public office or agency facilities in campaigns—Prohibition—Exceptions). Notwithstanding the foregoing, nothing in these Rules prevent any member of the public from exercising their rights to free expression by wearing clothing, buttons, or other attire which displays messages of a political nature in a Council meeting, so long as such conduct does not include the display of signs and/or disrupt the Council meeting. Further, these Rules do not prohibit the City Council, acting as a body in an open public meeting, from adopting resolutions supporting or opposing state or local ballot propositions.

#### Rule 1.4      ROBERT'S RULES OF ORDER

Matters of procedure not otherwise provided for herein are, insofar as practical, determined by reference to *Robert's Rules of Order, newly revised*.

#### Rule 1.5      AMENDMENT

These rules may be amended at any time by resolution of the City Council.

### **RULE 2 – MEETINGS**

#### Rule 2.1      PLACE AND TIME OF MEETINGS

- A. As provided in SMC 02.01.010, the regular meeting of the City Council is at 3:30 p.m. every Monday in the Council Chambers. If a Monday is a City Holiday, that week's regular meeting shall be held on the next day that is not a holiday if a quorum is available, unless cancelled at the discretion of the Council President.
- B. The 3:30 p.m. Council session is a briefing session in which the Council receives staff reports on matters of interest, committee reports, background information from staff regarding matters on the advance agenda for the next week's meeting and for that day's agenda, making any adjustments to the agenda and agreeing as to any issues of procedure for that day's meeting. Once the advance agenda has been reviewed, the City Council shall approve the agenda by motion. If a regular meeting is canceled and there is no advance agenda to review for the next week's meeting that has been canceled, the Council President has the discretion to cancel the 3:30 p.m. Briefing Session due to lack of business. The 6:00 p.m. Council session, as referenced under section E below, will be held to consider that day's agenda.
- C. At the conclusion of the briefing session, or at other time properly announced, the City Council may adjourn into executive session consistent with the Open Public Meetings Act ("OPMA"). Before so doing, the chair shall announce the subject matter of the executive session with as much particularity as will not frustrate the purpose of the executive session and the estimated duration of the executive session. The Council determines which person(s) shall attend each executive

session.

- D. The 6:00 p.m. Council session is the legislative session, during which the Council may take public testimony, discuss, and take action on agenda items, and hold the open forum. The Council President may combine specific agenda items for purpose of public comment and voting if there is no objection by attending Council Members, and if there is an objection, by majority vote.

## Rule 2.2 OPEN FORUM

- A. At the 6:00 p.m. legislative session, after the conclusion of the legislative agenda, the Council shall hold an open forum unless a majority of Council Members vote otherwise. The open forum will not extend past 9:30 p.m. unless extended by a supermajority of the Council.
- B. Members of the public can sign up for open forum in the hour preceding the legislative session via the virtual testimony form linked in the meeting packet or in person outside Council Chambers. The order of the speakers be determined at the discretion of the chair. Each speaker shall be limited to no more than three minutes unless a majority of the Council Members in attendance vote on an alternate time limit.
- C. No action, other than a statement of Council Members' intent to address the matter in the future, points of order, or points of information will be taken by Council Members during an open forum.
- D. The open forum is a limited public forum and all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak in open forum regarding items on that week's current agenda or the next week's advanced agenda, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during 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.

## Rule 2.3 ADJOURNED MEETINGS

- A. At the conclusion of the legislative session, unless there is further business before the Council, the chair shall adjourn the meeting until the next regularly scheduled Council meeting.
- B. Any meeting may be adjourned to a place and time set by motion. Unless otherwise specified in the motion, the meeting will be adjourned to the place and time fixed for the next regular meeting. If a regular meeting be adjourned to a place and time specified, that adjourned meeting is a regular meeting.
- C. If at the time fixed for the beginning of any meeting, or at any time in the course of

a meeting, less than a quorum be present, the Council President, or in the President's absence any member, or if there are no Council Members present then the City Clerk, shall declare the meeting adjourned to the next regular meeting.

- D. If a meeting is adjourned prior to the completion of the City Council's agenda, all matters on the agenda not disposed of shall be continued to the adjourned meeting. The City Clerk or other person designated by the Clerk shall post a written notice of adjournment conspicuously on or near the main door of the place of any meeting which has been adjourned. The notice shall be posted as soon as possible after the adjournment and shall state the fact of adjournment and the place and time to which the meeting was adjourned.
- E. At 9:30 p.m., absent an adopted motion to remain in session to a time certain, the Council's regular meeting shall be adjourned.

#### Rule 2.4 SPECIAL MEETINGS

A special meeting may be called by the Council President or by passage of a motion made during a regular meeting. All such special meetings shall be noticed in compliance with the OPMA and Rule 2.12 of these Rules.

#### Rule 2.5 STUDY SESSIONS

A regular study session of the City Council is held every Thursday at 11:00 a.m. for receiving information on staff matters, staff briefings, and discussion among Council Members on issues of public concern. Study sessions are held in a workshop format, with no public hearing, no Council action to dispose of any item unless the study session was noticed as a special meeting in compliance with the OPMA and Rule 2.12 of these rules. A quorum of the Council is not necessary in order to proceed with a study session, though a quorum is required for the Council to take any action to dispose of any item. Additional study sessions may be scheduled at the discretion of the Council President or by a vote of the majority of Council Members present at a public meeting of the Council.

#### Rule 2.6 QUORUM

A quorum is four (4) or more Council Members present and qualified to act unless a particular action requires the affirmative vote of more than four. The quorum for the adoption of an ordinance making an emergency expenditure as provided in RCW 35.33.081 and 35.33.091, adoption of an ordinance effective immediately under subsection 19(a)(1) of the Charter, and override of a veto as provided in subsection 16(b) is five (5).

#### Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals.

Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.

- 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.
- C. When it is not obvious what service an animal provides, City staff may only inquire (1) whether the dog is a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. City Staff shall not ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.
- D. Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- E. A person with a disability cannot be asked to remove their service animal from the premises unless: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. When one of these situations exists, City staff shall offer the person with the disability the opportunity to be present at the City Council meeting without the animal's presence.
- F. No person with a disability who uses a service animal will be isolated from other people or treated less favorably than another person in the conduct of a City Council meeting.
- G. City staff shall not be required to provide care or food for a service animal at a City Council meeting.

## Rule 2.8      FUNCTIONS OF MEETING AGENDA

The agenda serves to introduce items to the Council, to establish the order of business and to give notice to the public. The notice of a special meeting is the agenda for such meeting.

## Rule 2.9      INTRODUCTION OF ITEMS

- A. Resolutions and ordinances shall only be placed on a regular legislative meeting agenda by the Council President or any Council Member, except as otherwise provided by Rule 2.18 (Suspension of Rules). No resolution or ordinance may be filed in OnBase for consideration on the legislative agenda unless it has first been presented in a committee or study session and is recommended by at least two committee members for consideration by the full Council. Items for which six (6) months have elapsed between the discussion of the item at a committee meeting and the filing of the item in OnBase should be returned to committee for an additional discussion before filing. Items that need consideration on a compressed timeline due to an unforeseen urgency or emergency may be filed in OnBase prior to being presented at a committee or study session with prior written permission from both the Council sponsor(s) and the Council President.
- B. Regular meeting agendas are prepared by the City Clerk in the manner and format prescribed by the City Council and consistent with administrative policies and procedures and these Rules.

#### Rule 2.10 AGENDA PROCESS

- A. The process of submitting agenda items and preparing the agenda for all Council meetings shall be consistent with these Rules and any administrative policies and procedures governing Council meetings and agenda items. In a conflict between these Rules and an administrative policy and procedure, these Rules shall control.
- B. An agenda item is submitted using the agenda sheet presented to the City Clerk and in the template provided for in the exhibit to these Rules. No agenda item, except for weekly reports of the mayor of pending claims and payments, payroll claims, and Board/Commission/Committee appointments, may be submitted to OnBase without first securing written confirmation from a Council Member that they will sponsor the item. Resolutions and Ordinances must secure two (2) Council sponsors prior to being submitted to OnBase.
- C. The wording for the agenda item and the relevant information placed on the agenda sheet are to be provided by the person submitting the item. Plain language shall be used to accurately describe the item with the goal of making the item easily understood by the public. The Council President or their designee shall decide any disputes over wording unless verbiage is determined by a majority vote of the Council. The City Clerk and City Attorney's office staff may edit agenda items for grammatical or typographical errors.
- D. Each Council Member shall have the continuing duty to be familiar with all agenda items and all accompanying information.

#### Rule 2.11 NOTICE BY AGENDA

Except as provided below, the agenda is the only required meeting notice.



## Rule 2.12 SPECIAL MEETING NOTICES

Notice of every special meeting shall be given in writing to every Council Member, Council staff, the Mayor, the City Attorney, and to all parties who have on file with the City Clerk a request for such notices. The notice shall be delivered personally, electronically, by mail, by facsimile or otherwise, so as to be received at least 24 hours before the meeting or as otherwise provided for in RCW 42.30.080. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice. Notices of special meetings are prepared by the City Council Office staff and issued by the City Clerk's office.

## Rule 2.13 THE CHAIR

- A. The Council President, or in their absence or incapacity, the Council Member selected by the Council to serve as Council President *pro tem* pursuant to SMC 03.01.120(A) (each of whom is referred to in these Rules as “the chair”) shall preside over meetings of the Council and cause the business of the Council to be transacted in accordance with these rules. The presiding officer may yield the chair to another Council Member to conduct a portion of the meeting. If the Council President *pro tem* is unavailable, the Council Member of seniority of tenure on the Council shall preside.
- B. The chair shall determine all questions of parliamentary procedure, subject to appeal as provided in this Rule 2.13(B), but shall liberally grant leave to the City Council's Director of Policy and Government Relations and/or City Attorney to speak to the question. A ruling of the chair can be appealed, before the ruling is acted on, by any Council Member's announcement of an appeal, which appeal is perfected by receiving a second. The chair shall then state the question in terms of upholding the ruling and may state the reasons for the ruling. Then the member appealing has the floor to open debate on the appeal. Upon the close of debate, the Council shall vote on the appeal.
- C. The chair may not make a motion. The chair may second a motion only if there is no other second and only for the purposes of discussion. The chair may vote as any other Council Member.
- D. The chair has the authority to recess, or adjourn and reconvene at another location, any meeting when noise, disturbance, indecorum, or other circumstances warrant a recess or adjournment to enable the Council to conduct its meeting in an appropriate manner unless a majority of the Council votes to continue the meeting in progress as is. The chair may direct any person disrupting the meeting to be removed from the chambers or to otherwise eliminate a source of disruption. The chair will be guided by the Council's intent to support robust public participation by the public without inappropriate disruption.

E. The chair has the authority to recess a meeting in the appropriate circumstances.

## Rule 2.14 ORDER OF BUSINESS

### A. Briefing Session.

The regular order of business in a briefing session is as follows. The meeting chair may make adjustments to the order of business as needed.

1. Roll call;
2. Council or staff reports of matters of interest;
3. Staff or Council Member briefings regarding matters on the advance agenda;
4. Discussion of and any adjustments to the advance agenda for the following week's meeting;
5. Approval by motion of the advance agenda;
6. Any new background by staff or Council Members for items on the current agenda; and
7. Discussion of and any adjustments to the current agenda.

### B. Executive Session.

The business of an executive session is determined case by case within the restrictions of the OPMA and other provisions of state law. The meeting minutes shall record the announced purpose of the executive session.

### C. Legislative Session.

The regular order of business in a legislative session is as follows. The meeting chair may make adjustments to the order of business as needed, including combining testimony on multiple items.

1. Pledge of Allegiance;
2. Words of inspiration and special introductions;
3. Roll call to establish the presence of a quorum;
4. Council and committee reports;
5. Reading of proclamations and salutations;

6. Reports from Neighborhood Councils and/or other City-sponsored community organizations;
7. Announcement of adjustments to the agenda;
8. Council appointments and approval of Mayoral appointments;
9. Administrative reports;
10. Reading of consent agenda items by the Clerk;

- a. Testimony from members of the public concerning the consent agenda;
- b. Request(s) by an individual Council Member, if any, to consider any specific consent agenda items separately from the consent agenda;
- c. Action on the consent agenda;

11. Reading of each agenda item by the Clerk;

- a. Report by staff and questions to staff;
- b. Testimony from members of the public concerning the agenda item;
- c. Deliberation by Council, and such further dialogue with staff and community members as Council may desire, including any motions by Council Members concerning the agenda item; and
- d. Vote.

12. Open forum; and

10. Adjournment.

- D. Items shall be acted upon in the order in which they appear on the agenda; provided, items may be taken out of order, combined, or separated at the chair's discretion, absent the objection of a majority of the Council. Items on the agenda may be grouped under various headings or sections and entire sections may be read and acted upon at one time at the discretion of the chair absent the objection of a majority of the Council.
- E. All City Council appointments or Mayoral appointments which require City Council approval shall be announced and voted upon by motion during the legislative session; provided, that the confirmation of mayoral nominations of department heads, the City Clerk, and the City Attorney, pursuant to Section 24 of the City

Charter, shall be by resolution.

## Rule 2.15 PARTICIPATION BY MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items during the Council's legislative session: the consent agenda as a whole, first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak on issues that are not part of the current or advanced agendas during 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. Council Members must be recognized by the chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting 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, shall refrain from remarks directed personally to any Council Member or any other individual, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. Members of City Council staff may participate in public comment, including open forum, providing they are in compliance with the City of Spokane Code of Ethics and they do the following:
  - 1. Announce at the beginning of their testimony that they are there in their

- personal capacity or their capacity as a member of a relevant board, commission, committee or community group;
  - 2. Protect confidential information, including, but not limited to, confidential financial information and attorney-client communications;
  - 3. Do not use, or be perceived to use, City funds, including giving testimony during paid work time, or City property, including using a City-issued computer or cell phone, in giving testimony.
- I. 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's Director of Policy and Government Relations 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 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.15(A), with those exceptions stated in Rule 2.16(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker unless the time limit is adjusted by a majority vote of the Council. The chair may allow additional time if the speaker is asked to respond to questions from the Council. Public testimony and consideration of an item may be extended to a subsequent meeting by a majority vote of the Council.
- B. No public testimony shall be taken on amendments to consent or legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council.
- C. Public testimony will be taken on consent and legislative items that are moved to Council's regular briefing session or study session unless a majority of Council votes otherwise during the meeting in which the items are moved.
- D. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:

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 may 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 may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (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.
  4. In the event that the side for which individuals wish to speak is not identified, those wishing to give testimony shall be granted three (3) minutes to present their position after all sides have made their initial presentations and before each side's rebuttal period.
- E. The time taken for staff or Council Member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.
- F. Testimony may also be submitted by mail to City Council Office, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA, 99201, by email to all Council Members, or via the Contact form on the Council's website.<sup>1</sup>

## Rule 2.17 VOTING

- A. Except where a majority plus one vote is required, (e.g., Charter section 19, RCW 35.33.081), and unless otherwise provided herein, all motions, except a motion to adjourn (which passes by a majority of votes cast), to carry must receive at least four (4) affirmative votes.
- B. If a motion receives a majority of favorable votes, but less than four, and if further voting cannot produce four votes for any motion, either:
1. The matter will be continued, or
  2. if it appears that because of disqualification or other reason the Council will not obtain four votes for any motion to dispose of the matter, it shall be declared that no action was taken, and the status quo shall prevail.
- C. Upon a tie vote, the status quo prevails and the matter upon which the vote was cast.
- D. The votes on any ordinance or formal resolution shall be individually taken and recorded. As to any other matter (such as motions), voting shall be by voice vote unless a member requests, prior to action on the next item of business, a roll call vote. Unless otherwise required due to the technical limitations of the specific meeting method or forum, the alternative to voice vote shall be the electronic voting tally system currently in use in the Council Chambers.
- E. In all cases of voting by other than voice vote, the City Clerk shall record the names of those voting on each side of the question and of those abstaining. In cases of

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<sup>1</sup> <https://my.spokanecity.org/citycouncil/members/>

voice vote, it shall be sufficient for the chair to announce, and the record to reflect, whether the motion carried or failed. Regardless of method of voting, each Council Member shall have the right to explain the reasons for their vote and such a request shall be regarded as a point of personal privilege.

- F. A Council Member may abstain from voting on any matter before the Council if they have a direct personal or financial interest in the matter before the Council which is not held in common with other members of the Council. In order to abstain from voting, a Council Member must describe to the Council President the basis for the abstention in an open public meeting prior to the vote.

#### Rule 2.18      SUSPENSION OF THE RULES

These Rules may be temporarily suspended for a particular matter or meeting by the affirmative vote of a majority plus one of the Council Members present at the meeting. Motions to suspend the rules must specify the general purpose of the suspension (*e.g.*, “Motion to suspend the rules for the purpose of adding three items to the agenda”).

#### Rule 2.19      RECONSIDERATION

All legislative decisions of the City Council, including consent items, ordinances, resolutions, and hearing items are final, except that a Council Member on the prevailing side of a vote may resubmit that item for reconsideration. Any Council Member may submit an ordinance or resolution to repeal or modify a prior City Council action provided they take the new item through the proper processes as laid out in these Rules.

#### Rule 2.20      PARTICIPATION BY TELEPHONIC OR VIRTUAL MEANS

- A. A Council Member may participate telephonically and/or virtually in all or part of a Council meeting if:
  - 1. Prior approval is given by the Council President for good cause, whose approval shall not be unreasonably withheld;
  - 2. All persons participating in the meeting, including the public, are able to hear each other at the same time, such as by the use of a speaker phone; and
  - 3. The Council Member participating remotely shall have reviewed all of the applicable material and participated in the relevant portion of the Council meeting related to the topic to which the Council Member is voting on.
- B. Any technical prohibitions or difficulties that prevent all parties present at the Council meeting from adequately communicating with one another will negate any authorization previously given by the Council President.

### **RULE 3 – ADJUDICATIVE APPEALS AND HEARINGS**



- A. Adjudicative hearings are quasi-judicial hearings involving named parties. Testimony during adjudicative hearings is limited to the parties involved in the hearing. Public testimony is not accepted in adjudicative hearings. Where procedures for appeals and hearings have been established by ordinance, the Council shall follow those procedures. If a conflict arises between the ordinance and Council rules, the ordinance shall prevail. Where there are no established procedures for an adjudicative appeal or hearing, the Council shall implement the following procedure.
- B. No person shall be allowed to discuss any matter pending hearing with any member or members of the Council except in the Council Chambers in the regular course of a Council meeting. Each Council Member shall vigorously strive to avoid any outside communication from anyone in any form concerning a matter pending hearing or decision. If an outside contact cannot be avoided, the Council Member shall immediately make a note of the contact and shall at the beginning of the Council's hearing on the matter announce the fact of the contact, the identity of the person, and the substance of the communication. If the communication be in written form, the Council Member shall as soon as possible file it with the City Clerk.
- C. When the Council's discussion and vote on a hearing item is at a meeting other than the hearing, it shall be the obligation of every Council Member participating in the action to be familiar with the facts in order to reach an informed, independent judgment. When a member discussing or voting on the matter was not present at the hearing, that member will have familiarized themselves with the hearing item based upon any audio or video recording of the hearing and all documents contained in the record. A Council Member shall not be briefed by anyone except in an open meeting.
- D. Council Members shall disqualify themselves from participating in a hearing whenever bias, interest, or other influences will prevent or appear to prevent them from exercising fair-minded, independent judgment on the facts and established policy. Disqualifying influences include prejudgment of the issues that cannot be swayed by the facts in evidence, a partiality or personal bias for or against a party, and a personal pecuniary interest in the subject matter. Examples of disqualifying bias include a close personal, family, or business relationship with a party, ownership of property the value of which might be affected by the decision, and a business or personal financial situation that might be affected by the decision.
- E. Should a Council Member be aware of circumstances which might appear to disqualify them, they can either disqualify themselves or explain the circumstances before the hearing and let the rest of the Council, by majority vote, decide whether they can participate. Should the Council be aware of circumstances which might appear to disqualify a member, the Council may, by majority vote, disqualify the member. The Council's discussion concerning disqualification of a member may

occur in executive session. A disqualified member shall be absent from the dais during the hearing and during discussion and voting.

- F. In all adjudicatory appeals and hearings, Council Members are acting in their quasi-judicial capacity and shall comply with all applicable provisions of state law including the appearance of fairness doctrine (Chapter 42.36 RCW) and the code of ethics for municipal officers in contract interests (Chapter 42.23 RCW).

G. Adjudicatory Appeal Hearing Procedures.

At the hearing on the appeal, the following rules apply:

1. Oral argument on appeal is limited to parties of record.
2. Oral argument on appeal is limited to thirty minutes per side. If there is more than one appellant or more than one person wishing to present oral argument on appeal, the total time allowed to all such persons is thirty minutes. Any time reserved for rebuttal or surrebuttal is deducted from the time allowed for opening argument. Time taken to respond to questions from the City Council is not deducted from the time allowed for argument.
3. Argument is presented first by the appellant in support of the appeal followed by the respondent in opposition to the appeal.
4. No new evidence may be presented during oral argument. Matters found by the hearing officer or body to be facts in the record are presumed to be true and accurate. Oral argument is limited to stating why the record does or does not support the decision.
5. The City Council may not consider any new facts or evidence on appeal. The City Council's review of appeals is limited to the record prepared by the hearing officer or body, including the verbatim transcript of the hearing, the written appeal, memoranda submitted, and, if permitted, oral arguments presented in accordance with the requirements of this section. Closed record appeals before the City Council must be concluded within 90 days of the date the appeal is filed unless all parties agree to a longer period.
6. Supplemental documents.
  - a. The parties to the appeal may file memoranda regarding the appeal. Such memoranda must be filed by the agenda deadline for the meeting preceding the meeting set for consideration of the appeal.
  - b. Any replies to the memoranda must be filed by the agenda deadline for the meeting set for consideration of the appeal.

- c. The City Clerk distributes such memoranda and responsive documents to all parties to the appeal, the City Council, the City Attorney, the Planning Director, and the Hearing Examiner.
  - d. Neither memoranda nor responses may contain any new facts or evidence or discuss matters outside the record. They are limited to stating why the record does or does not support the decision.
- H. The City Council may supplement these rules in a case-by-case situation in order to provide due process to all participants in a hearing.

## **RULE 4 – ORDINANCES AND FORMAL RESOLUTIONS**

### **Rule 4.1 FILING**

- A. Unless impractical in a given case, ordinances and resolutions shall be filed with the Clerk by the advance agenda (Wednesday at 1:00 p.m.) deadline. Copies of ordinances and resolutions submitted by the advance agenda deadline shall be included in the Council's packet which will be made available by the second Friday preceding the meeting for which the ordinance is on the agenda. In any event, an ordinance or resolution must have been filed with the Clerk prior to the meeting of which it is an agenda item. No ordinance or resolution, except emergency measures, shall be passed until it has been on file with the Clerk for at least three (3) business days, including the day of the Council meeting.
- B. If an ordinance or resolution has not been on file with the Clerk for at least three (3) business days, its reading shall be a reading in full. If an ordinance or formal resolution has been so pre-filed, it shall be sufficient reading to read its title or a summary.
- C. Each ordinance or resolution shall have a succinct, plain-language title and summary which briefly describes its purpose and effect. The agenda sheet for every item shall, when filing the same with the City Clerk, specify the committee of origin for the ordinance or resolution and the names of the Council Members who are sponsoring the ordinance or resolution. Subject to Rule 2.18 (Suspension of Rules), every ordinance or resolution must be first presented in a committee before it may appear on the Council's agenda for first reading (for ordinances) or for Council consideration (for resolutions).
- D. Each ordinance or resolution which would have an impact on the fiscal condition of the City must note that fact on the agenda sheet and be accompanied by a brief description of the fiscal impact of the ordinance or resolution on the current year's budget.

### **Rule 4.2 AMENDMENT**

- A. Amendment of the wording of an ordinance or resolution which appears on the current or advance Council agenda is accomplished by motion. Amendments to an ordinance or resolution should be in writing and circulated to all Council Members and the City Clerk by no later than 1:00 p.m. of the day of the meeting at which the ordinance or resolution is to be considered. Wherever practical, proposals for amendment to an ordinance or resolution should be forwarded to all Council Members by the Friday preceding the meeting at which the ordinance or resolution is to be considered. Ordinances and resolutions which are amended by oral motion at the City Council's legislative session and not circulated in writing prior to the meeting shall be carried over to the next legislative session for Council action on the amended ordinance or resolution unless such oral amending motion is made under a suspension of the rules. Amendments and substitute versions not filed with the City Clerk at least three days before the meeting shall whenever reasonably possible be posted for public viewing on the City Council Facebook page or other similar channels so that interested members of the public may review during Council's consideration of the matter.
- B. Only the Council Members who are the sponsors of the ordinance or resolution may, jointly and absent objection, substitute a revised version of the ordinance or resolution for the one in the agenda packet between readings or between meetings when the differences between the two versions are, in the opinion of the sponsors, minor. If a Council Member objects to the substitution, then such substitution may only be accomplished by adoption of a motion of the Council. If the substituted ordinance or formal resolution makes a significant substantive change from the earlier version, the substitution shall be done only by motion of the Council.
- C. The deletion of an emergency clause converts the ordinance to a regular ordinance which requires a second reading at a subsequent meeting. The addition of an emergency clause requires the ordinance to be deferred to allow public hearing.

#### Rule 4.3      SUBJECT MATTER

The Council shall not consider or pass any ordinance or resolution the subject matter of which is not directly related to local affairs or municipal business or if action by the City Council does not result in the adoption of a new or amendment to an existing ordinance or resolution or affect any City policy or practice.

### **RULE 5 – PROCESSING ORDINANCES**

#### Rule 5.1      PUBLICATION, SIGNATURE AND RECORDING

- A. An ordinance passed by the City Council shall, within five (5) days thereafter, be presented to the Mayor.
- B. An ordinance:

1. Making the annual tax levy,
2. Adopting the original annual budget,
3. Making appropriations,
4. Implementing a local improvement district or confirming the assessments therefor,
5. Which is an emergency or special budget ordinance,
6. Which is an emergency ordinance, or
7. Which has been approved by the electors by referendum or initiative

shall become effective immediately upon passage.

C. Ordinances signed by the Mayor, and the approved parts of ordinances that have been partially vetoed, will thereupon be filed with the Clerk for recording and publication if not already published.

D. Ordinances not signed by the Mayor after ten (10) days will be filed with the Clerk for signature, recording and publication as necessary.

## Rule 5.2 VETO

If, within ten (10) days of presentment, the Mayor vetoes an ordinance or part of an ordinance, the ordinance or part thereof, along with the veto message (if any), is returned to the City Council, which shall provide a copy to the City Clerk. The City Clerk shall schedule the matter for reconsideration for the next available Council meeting, if requested by a City Council Member. If, within thirty (30) days of the Mayor's veto or partial veto, the ordinance receives at least five (5) votes for passage, it shall immediately take effect. Such ordinance will then be signed by the Council President or two Council Members and filed with the City Clerk for publication and recording.

## **RULE 6 – COMMITTEES**

### Rule 6.1 STANDING COMMITTEES – ESTABLISHMENT AND MEMBERSHIP

A. There shall be four (4) standing committees, as follows:

1. Public Safety and Community Health;
2. Finance and Administration;
3. Urban Experience;

#### 4. Public Infrastructure, Environment and Sustainability.

- B. All Council Members shall be members of each standing committee. Standing committee meetings shall be noticed as meetings of the Council where no legislative action shall occur.
- C. The Council President shall chair each study session, Briefing Session and Legislative Session of the City Council. All committee chairs and vice-chairs shall be determined by majority vote of the Council and shall preside over the meetings of their respective committees.
- D. The Council shall confirm the standing committee membership and leadership by resolution adopted no later than the second meeting in January of each year or as soon thereafter as possible.

#### Rule 6.2 COMMITTEE PROCESS

- A. The purposes of standing committee meetings are first to provide Council Members an opportunity to discuss potential legislation publicly and second to provide the city administration and city staff an opportunity to update Council Members regarding department programs, plans, and other administrative activities and future City Council administrative items, to brief the Council on future legislative agenda items, and to discuss strategic initiatives with the City administration and measuring progress of these initiatives. Legislative agenda items should be in final draft form at the committee presentation.
- B. All standing committees shall be video recorded and open to the public using the appropriate method (i.e., webcasting or streaming when physical presence is not possible due to law or regulation) except during such time as the committee is in executive session consistent with the OPMA. No public testimony is taken during standing committee meetings. Participation in a standing committee meeting shall be limited to standing committee members, appropriate staff and other individuals recognized by the committee. Upon motion of the City Council, a standing committee meeting may be conducted as a meeting of the full City Council, in which case, a special meeting notice shall be issued, and the meeting shall be conducted in a study session format. Administrative support for each committee will be provided by Council office staff.
- C. Each committee shall meet monthly at 1:15 p.m. in the Council Chambers, except where cancelled or rescheduled to a different time at the discretion of the chair, in the following order:
  - 1. Public Safety and Community Health: First Monday of each month
  - 2. Urban Experience: Second Monday of each month

3. Finance and Administration: Third Monday of each month
4. Public Infrastructure, Environment, and Sustainability: Fourth Monday of each month
5. If there is a fifth Monday in a month, that date is reserved for an additional study session if needed and as convened by the Council President.
6. If a committee meeting falls on a scheduled City Holiday, the chair may cancel the meeting or reschedule it for a Monday morning in the same month.

D. Committee meeting agendas are formalized under the following process:

1. Three Wednesdays prior to the scheduled committee meeting, the committee's administrative staff will circulate a request for agenda items.
2. No later than 5:00 p.m. on the Wednesday occurring 12 days before the committee meeting, suggested agenda items and briefing papers (for both consent and discussion items) are due to be submitted to the administrative staff who circulated the request for agenda items.
  - a. At that time, the briefing paper template should be filled out and must indicate whether the preparer prefers the item to be a consent item or a discussion agenda item.
  - b. Agenda items that require no discussion at committee meetings (consent items) can be placed on any committee's agenda.
  - c. As many supporting documents as are available should be attached to the briefing paper.
  - d. Supporting attachments for consent agenda items are due at this time except with express permission by the committee chair.
3. By the Friday occurring 10 days before the committee meeting, the preliminary agenda, with briefing papers, is to be sent out to all Council Members for review.
4. No later than 10:00 a.m. on the Wednesday occurring 1 week before the committee meeting, Council Member requests for additional information on any agenda item are due.
5. At any time after briefing papers are submitted, the committee chair, vice chair and administrative leads should meet at least once to create and/or finalize the agenda.



6. The Wednesday at 5:00 p.m. prior to the committee meeting is the deadline for all supporting documents for briefing papers and addenda, if any, for discussion items.
7. After the final agenda is approved by the chair, the administrative staff circulates the final agenda by 5:00 p.m. on the Thursday prior to the committee meeting.
8. Any deviation from the schedule above (accepting briefing papers past the deadlines for example), must be approved by the committee chair.
9. All committee agenda items must have at least one Council Member identified as a sponsor of the item before being placed on a committee agenda. If staff need help identifying a sponsor, they should consult with the committee chair, vice chair or their legislative assistants.

The regular order of business for committee meetings is as specified in the Agenda Template document attached as an exhibit to these Rules.

- E. Each item presented in committee must be accompanied by a briefing paper, using the Briefing Paper Template attached as an exhibit to these Rules, and any additional briefing or research documents necessary, unless waived in the particular case by the committee chair.
- F. Each ordinance or resolution must be presented by the Council sponsor or their designee in the appropriate committee which corresponds to the subject matter of the ordinance or resolution before it may be filed in OnBase for inclusion on the Council's legislative agenda. With the consent of the Council President, this requirement may be met by conducting a presentation of the item in a regular Council study session which has been noticed as a public meeting. Committee chairs may authorize the consideration of items outside the subject matter of their committee.
- G. By declaration of the chair (subject to a seconded appeal) or by motion of the Council, any matter before the Council may be referred to a committee, except that no committee shall investigate the facts of, nor shall any member or members of the Council take independent action on, any pending or contemplated adjudicated matters.

## Rule 6.3 INTER-GOVERNMENTAL COMMITTEES AND BOARDS

Unless governed by other regulations, statutes, or ordinances, the nomination of the full slate of Council Members to inter-governmental committees or boards shall be made by the Council President, subject to confirmation by a majority of the City Council. All appointments shall be made consistent with the governmental documents creating the inter-governmental committee. The Council President shall appoint proxies to attend



meetings when the assigned Council Member is unable to attend a meeting.

#### **Rule 6.4      AD HOC COMMITTEES AND WORKING GROUPS**

Ad hoc committees, also known as working groups, with specified functions may be established for a designated term or for a specific task or to advise the Council on specific subject matter, by resolution. Unless specified in the resolution which created the ad hoc committee, matters of committee business such as the appointment process and qualifications for membership, the number of members, and the deadline for any resulting reports of the ad hoc committee shall be determined by the committee itself.

#### **Rule 6.5      BOARDS AND COMMISSIONS APPOINTMENT PROCESS**

City Council shall interview Mayoral nominees for appointment to boards and commissions prior to considering their appointment and shall take action on each such nomination in an open public meeting. Re-appointments do not require and interview unless requested by a Council Member.

### **RULE 7 – MISCELLANEOUS**

#### **Rule 7.1      COUNCIL POSITION VACANCY**

- A. Upon receipt of a written notice of a vacancy or an impending vacancy of a City Council position other than that of Council President, the Council President or designee shall announce the vacancy within seven (7) days of the receipt of the vacancy notice occurring and call for interested parties to submit their applications for consideration by a deadline stated by the Council President set with concurrence of the Council.
- B. Upon the close of the deadline, each Council Member shall review the applications, interview on an individual basis whichever applicant(s) they desire to interview and send the Council President a prioritized list of who they believe should be interviewed by the entire City Council.
- C. The Council President shall compile the Council Members' prioritization of candidates to be interviewed and schedule the top-ranked candidates to be interviewed by the entire City Council. Additional candidates may be selected for interviews by a majority vote of the Council.
- D. The Council shall conduct interviews of each individual candidate selected for interviews in an open public meeting. No public comment is permitted in such public meetings.
- E. Upon completion of the interviews, the Council, pursuant to RCW 42.30.110(1)(h), may go into executive session to evaluate the qualifications of each candidate.

- F. The Council shall take final action by resolution appointing a candidate to fill the vacancy during an open public meeting.
- G. Provisions regarding the selection of a candidate for a City Council vacancy not set forth by these rules shall be determined by the City Council by motion during an open public meeting.
- H. If the Council President position becomes vacant, the City Council may elect to appoint one of the existing Council Members to fill the position of Council President without following the selection procedure set forth above. If, upon a motion of the City Council, the City Council decides to consider someone other than an existing Council Member to fill the vacant position of Council President, the City Council shall follow the selection procedure set forth above.

#### Rule 7.2 COUNCIL MEMBER DISCIPLINE

Council Members may be subject to disciplinary action only by motion adopted by the affirmative vote of five (5) members of the Council, taken in an open public meeting. Disciplinary action may be based on violation of these Rules, the City Ethics Code (SMC 01.04A), or any standards of behavior expected of elected officials, including apparent conflicts of interest, and may include, without limitation, censure, removal from membership on a standing committee, or removal from membership on an intergovernmental board or commission.

#### Rule 7.3 COUNCIL STAFF

- A. Each Council Member has the sole authority to hire, direct, and discharge one legislative assistant.
- B. While all Council Members have the authority to direct a member of shared council office staff, pursuant to Charter Section 9 and SMC 02.005.030, the City Council delegates the power to hire, supervise and discharge central Council office staff to the Council President, subject to reversal by a vote of the majority of the Council Members other than the Council President.

#### Rule 7.4 COUNCIL OFFICE BUDGET

- A. Any Council Member may propose to allocate funding from the approved Council office budget beyond that which is reserved for the salaries of Council Members, personal staff, and approved shared council office staff.
- B. All Council office budget allocation proposals over \$10,000 that differ from the adopted Council budget must be approved by the affirmative vote of four (4) Council Members at an open public meeting.
- C. On at least a quarterly basis, Council's Budget Manager shall make available to all

Council Members a report on the status of and balances of all individual line items in the Council office budget. The Manager will also work with the Administration to pursue dashboard capability for public and Council review of all City budget line items.

#### Rule 7.5 COUNCIL MEMBER AND STAFF ORIENTATION

- A. New Council Members and newly appointed staff shall receive on-boarding and orientation meetings and information within thirty (30) days of their swearing-in or appointment.
- B. Orientation materials shall be generated by shared Council staff and shall consist of at least the following:
  - 1. Charter and Spokane Municipal Code overview;
  - 2. Overview of the city's budget process and statutory budget requirements;
  - 3. Overview of the Council rules of procedure and meeting process;
  - 4. Summary of often-cited parliamentary process (i.e., motions, decorum, etc.); and
  - 5. Overview of all standing and outside boards and commissions to which Council Members are appointed, including their functions, history, and composition.

#### Rule 7.6 COUNCIL MEMBER RESPONSIBILITIES

- A. A time commitment of approximately 30-50 hours per week is normally required to adequately fulfill the role of City Council Member.
- B. Unless excused by the Council President or committee chair, as applicable, Council Members must attend the following recurring engagements:
  - 1. City Council administrative and legislative sessions each Monday;
  - 2. Standing committee Meetings on Mondays as scheduled;
  - 3. Weekly study sessions, as scheduled by the Council President;
  - 4. Ad hoc workgroups as assigned;
  - 5. Outside boards and commissions as assigned (typically between 6-9);

6. Neighborhood Council meetings from their respective Council District on a regular basis but not necessarily every scheduled meeting (typically at least two a week district wide during each of the first three weeks of a month);
7. Constituent meetings as necessary;
8. Staff meetings as necessary;
9. Other Council Member meetings as necessary; and
10. Community events as time permits.

C. Notwithstanding the provisions of this Rule, nothing in these Rules preclude the administration from providing onboarding and orientation as to the activities and procedures followed by administration staff.

#### Rule 7.7 CITY COUNCIL PLANNING

- A. Council shall consider annual Council Member appointment to boards, commissions, and committees by resolution no later than the 2<sup>nd</sup> meeting of each calendar year.
- B. Council shall consider the Plan Commission's annual work program by resolution no later than February 28<sup>th</sup> of each calendar year.
- C. Council shall consider annual changes to the Council Rules by resolution no later than February 28<sup>th</sup> of each calendar year. Additional adjustments to the rules may be made by resolution.
- D. The Council President or their designee shall schedule a Council Retreat annually prior to February 28<sup>th</sup> of each calendar year. Additional retreats may be scheduled throughout the year at the Council President's discretion.

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Adopted by Resolution 2022-\_\_\_\_\_ (date)

#### *Exhibits:*

Briefing Paper template

Committee Agenda template



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

03/28/2022

**Date Rec'd**

3/9/2022

**Clerk's File #**

ORD C36186

**Renews #****Cross Ref #**

ORD C35844

**Submitting Dept**INTEGRATED CAPITAL  
MANAGEMENT**Contact Name/Phone**

INGA NOTE 625-6331

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

INOTE@SPOKANECITY.ORG

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

First Reading Ordinance

**Requisition #****Agenda Item Name**

4250-UPDATE FOR TREES AND TRAFFIC CONTROL DEVICE

**Agenda Wording**

Adoption of ordinance to increase the urban tree canopy coverage.

**Summary (Background)**

The city has a goal to increase the urban tree canopy coverage from 23% to 40% by 2030 (Ord C35844). Staff from Urban Forestry, Integrated Capital Management, Planning, Developer Services, Streets, Design and Construction were involved in developing this code change. Adoption of this code change is categorically exempt from SEPA through WAC 197-11-800(19).

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

**Study Session\Other**

PIES 2/28/22

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Beggs/Wilkerson

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

PICCOLO, MIKE

inote@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

eraea@spokanecity.org

**Additional Approvals**

kemiller@spokanecity.org

**Purchasing**

icmaccounting@spokanecity.org

## Committee Agenda Sheet

### Public Infrastructure, Environment & Sustainability

<b>Submitting Department</b>	Public Works Division / Integrated Capital Management
<b>Contact Name &amp; Phone</b>	Inga Note 509-625-6331
<b>Contact Email</b>	inote@spokanecity.org
<b>Council Sponsor(s)</b>	CM Kinnear
<b>Select Agenda Item Type</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion     Time Requested: <u>10 min</u>
<b>Agenda Item Name</b>	2/28/22 - SMC Update for trees and traffic control device conflicts
<b>Summary (Background)</b>	<p>The city's municipal code and design standards do not provide sufficient guidance on how to deal with placement of trees vs. visibility of traffic control devices. The city has a goal to increase the urban tree canopy coverage from 23% to 40% by 2030 (Ord C35844). Trees are often shown on landscape plans but then removed during construction inspection because they block visibility of traffic signs. This code change seeks to reduce those conflicts by clarifying the sign visibility distance.</p> <p>Staff from Urban Forestry, Integrated Capital Management, Planning, Developer Services, Streets, Design and Construction were involved in developing this code change. Adoption of this code change is categorically exempt from SEPA through WAC 197-11-800(19).</p> <p><u>Summary</u></p> <ul style="list-style-type: none"> <li>Clarification of the code for Urban Forestry, Developer Services, Streets and Construction office staff.</li> <li>Draft SMC revisions are attached</li> <li>Urban Forestry will also specify "high-headed" trees along streets to minimize low hanging branches.</li> <li>Developer Services and Planning staff will ensure trees and signs are shown on the same plan set for review.</li> </ul>
<b>Proposed Council Action &amp; Date:</b>	Adoption of ordinance. March 2022.
<b>Fiscal Impact:</b> Total Cost: Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A  Funding Source <input type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source:  Expense Occurrence <input type="checkbox"/> One-time <input type="checkbox"/> Recurring  Other budget impacts: (revenue generating, match requirements, etc.)	

**Operations Impacts**

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community, and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers. And we are committed to delivering work that is both financially and environmentally responsible. This item supports the operations of Public Works.

Over time it should result in more tree cover citywide.

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A – This is a public works project to address an ongoing technical question from staff and should not impact racial, gender identity, national origin, income level, disability, sexual orientation or other existing disparity factors.

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

Not applicable.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

Comprehensive Plan - Goal NE 12 Urban Forest – Maintain and enhance the urban forest to provide good air quality, reduce urban warming, and increase habitat.

SpoCanopy Program – goal to increase Spokane’s urban canopy by planting free street trees in low-income neighborhoods with low canopy coverage.



## ORDINANCE NO. C36186

An ordinance relating to traffic control device visibility and vegetation control along roadways amending Chapter 12.02, Article 1 and Chapter 12.02, Article 5 of Title 12 Spokane Municipal Code;.

WHEREAS, the City of Spokane has a goal to increase the urban tree canopy coverage from 23% to 40% by 2030; and

WHEREAS, City staff identified a need for additional guidance regarding traffic control device visibility and tree placement; and

WHEREAS, staff from Urban Forestry, Integrated Capital Management, Planning, Developer Services, Streets, Design and Construction worked together to develop this code; and

WHEREAS, adoption of this code is categorically exempt from SEPA through WAC 197-11-800(19); and

WHEREAS, this ordinance was discussed with the City Council's Public Infrastructure, Environment and Sustainability committee on Feb 28<sup>th</sup>, 2022;

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

**Section 1.** That section 12.020.0203 is added to the Spokane Municipal Code as follows:

### **Section 12.02.0203 Traffic Control Device Visibility**

Owners of property within the City must prune all trees, plants, shrubs, or vegetation, or parts thereof, which are growing thereon in such a manner as to obstruct or impair the visibility of traffic control devices as shown in Table 12.02-1. In most instances the trunk of the tree is exempt from this requirement. If tree or shrub pruning or relocation of the traffic control device (non-priority signs only) cannot remedy the obstruction, the Urban Forester will determine if removal of the tree will be required. Such condition is declared a nuisance and subject to the process and provisions under [SMC 12.02.0210](#).

Table 12.02-1 Traffic Control Device Visibility			
	Minimum Visible Distance <sup>1</sup> (feet)		
Speed Limit (mph)	Traffic Signals, PHB <sup>2</sup>	Priority Signs <sup>3</sup> , RRFB <sup>4</sup>	All other signs <sup>5</sup>
20	175	115	75
25	215	155	90
30	270	200	110
35	325	250	130
40	390	305	145
45	460	360	165
<p>Notes:</p> <p><sup>1</sup> Measured longitudinally along the roadway, line of sight from the center of the nearest vehicle travel lane to the traffic control device using driver's eye height of 42 inches.</p> <p><sup>2</sup> Pedestrian Hybrid Beacon.</p> <p><sup>3</sup> Includes stop, yield, do not enter, crosswalk, stop here for ped, no motor vehicle signs. Sign codes include R1-1, R1-2, R5-1, R1-5, R1-5a, R5-3, and W16-7P (arrow plaque) combined with a W11-2, W11-15, or S1-1.</p> <p><sup>4</sup> Rectangular Rapid Flashing Beacon.</p> <p><sup>5</sup> Parking signs, No Parking Bike Lane, transit stop signs are exempt from this table and shall be visible for 30 feet.</p>			

**Section 2.** That section 12.020.965 of the Spokane Municipal Code is amended to read as follows:

**Section 12.02.965 Removal, Pruning of Trees and Shrubs**

- A. The director may authorize or order removal of or may remove street trees and shrubs situated within the rights-of-way, or other treatment or pruning, whenever one or more of the following criteria are met:
1. The tree or shrub is hazardous as determined by [SMC 12.02.920](#).
  2. The tree or shrub is damaging public improvements or public utilities and removal is necessary because of the installation of, or potential or actual

damage to, a sidewalk, parkway, curb, gutter, pavement, sewer line, underground utility or other municipal improvement.

3. There is infection or infestation of trees or shrubs with a disease or pest detrimental to the growth, health or life of such trees and which infection or infestation cannot be controlled or removed.
  4. The vegetation obstructs rights-of-way, ~~authorized traffic signs~~ traffic control devices per 12.02.0203 or is determined to interfere with line of sight or creates other identified traffic or safety concerns.
  5. The tree's health is severely degraded because of improper pruning, including severe crown reduction.
- B. When the engineering services department determines that vegetation obstructs a public right-of-way, it notifies the director. Unless an emergency requires immediate abatement by the City, the director may utilize the procedures in [SMC 12.02.0210](#) or any other lawful means for pruning or removal.
- C. As a condition of removal, the director requires replacement with trees or shrubs that are appropriate for the location, unless replacement is not possible.
- D. If a street tree is to be removed at the order of the director, unless immediate removal is necessary to protect public health and safety, he notifies the property owner and tenants thirty (30) days prior to the proposed date of removal. The notice states the reason(s) for the removal and the proposed date of the removal. An order of removal may include an estimated cost and provide the property owner with the option of procuring removing within a time specified by authorized persons, but no estimate shall bind the City to accept any amount less than the true and actual cost determined after corrective action is taken.
- E. For City projects which will require removing one or more trees, the department will notify the property owner and tenants thirty (30) days prior to the proposed date of removal. A copy of the notice shall also be delivered to the department of neighborhood services and code enforcement within the same time frame.
- F. Questions affecting right-of-way management are referred to the director of the engineering services department. The parks and recreation director may also refer inquiries about interdepartmental assistance to the director of engineering services, where a healthy tree may be preserved with extra measures involving additional cost or expense, on a site by site basis.

PASSED BY THE CITY COUNCIL on \_\_\_\_\_.

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

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

04/11/2022

**Date Rec'd**

3/30/2022

**Clerk's File #**

ORD C36191

**Renews #****Submitting Dept**DSC, CODE ENFORCEMENT &  
PARKING SERVICES**Cross Ref #****Contact Name/Phone**

ELDON BROWN X6305

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

EBROWN@SPOKANECITY.ORG

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

First Reading Ordinance

**Requisition #****Agenda Item Name**

4700 – STREET VACATION OF THE ALLEY BETWEEN SANSON AVE AND EVERETT AVE...

**Agenda Wording**

Vacation of the alley between Sanson Ave and Everett Ave, from the east line of Freya St. to the west line of Sycamore St, as requested by Jeff and Stacey Boies.

**Summary (Background)**

At its legislative session held on March 7, 2022, the City Council set a hearing on the above vacation for the alley between Sanson Ave and Everett Ave, from the east line of Freya St. to the west line of Sycamore St. Staff has solicited responses from all concerned parties.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact****Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

FLEIGER, NATHAN

**Study Session\Other**

UE 2/14/22

**Division Director**

MACDONALD, STEVEN

**Council Sponsor**

CM Michael Cathcart

**Finance**

MURRAY, MICHELLE

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**Additional Approvals**

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edjohnson@spokanecity.org

City of Spokane  
Development Services Center  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6300

## ORDINANCE NO. C36191

An ordinance vacating the alley between Sanson Avenue and Everett Avenue, from the east line of Freya Street to the west line of Sycamore Street,

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

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

The City of Spokane does ordain:

Section 1. That the alley between Sanson Avenue and Everett Avenue, from the east line of Freya Street to the west line of Sycamore Street and located in the SE  $\frac{1}{4}$  of Section 34, Township 26N, R43E, W.M., the is hereby vacated. Parcel number not assigned.

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

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

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

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

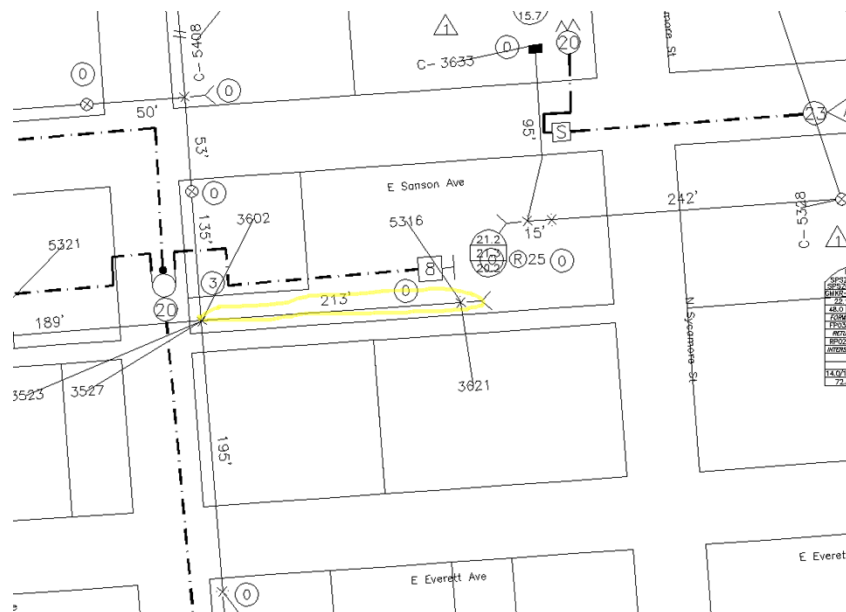
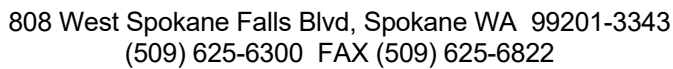
Approved as to Form:

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

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

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





**CENTURYLINK/LUMEN** – Quest Corporation d/b/a CenturyLink has reviewed the request for the subject vacation/abandonment and has determined that it has no objections with respect to the areas proposed at this project site.

**INLAND POWER** – Inland Power & Light has no facilities within the proposed vacation area.

**ZAYO COMMUNICATIONS** – Zayo has no comment and or objection to this vacation request.

**SPOKANE REGIONAL EMERGENCY COMMUNICATIONS** – No issues for the alley vacation from 911/Dispatch.

**VERIZON/MCI METRO** – Verizon has no comments, concerns, or requests for easements regarding this vacation.

**INTEGRATED CAPITAL MANAGEMENT** – No concerns

**FIRE DEPARTMENT** – No comments

**NEIGHBORHOOD SERVICES** - No comments

**PARKS DEPARTMENT** - No comments

**DEVELOPER SERVICES - TRAFFIC** – I don't have any concerns or issues with this proposed vacation.

**DEVELOPER SERVICES - PLANNING** – No concerns from Current Planning.

**POLICE DEPARTMENT** - No comments

**SOLID WASTE MANAGEMENT** - No comments

**STREET DEPARTMENT** - The Street Department has reviewed the document. Our only comment is that the alley approach on Sycamore will need to be removed and replaced with curblin, buffer, and sidewalk.

**WASTEWATER MANAGEMENT** – Wastewater Management has no assets in the proposed vacation area. Therefore, we have no objection to the vacation provided onsite runoff be maintained and treated onsite.

**WATER DEPARTMENT** – Water has nothing here

**BICYCLE ADVISORY BOARD** - No comments

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

1. An easement as requested by Avista and Comcast, shall be retained to protect existing and future utilities.
2. That no compensation for the assessed value of the area herein vacated shall be required by virtue of the previous version of the non-user statute (RCW 36.87.090) which vacated these right-of-ways by operation of law many years ago as recommended by City Staff.
3. Plans for the termination and closure of the alley must be submitted to the City of Spokane Developer Services – Engineering Dept for review and acceptance and the work must either be completed prior to vacation finalization or a bond must be in place to cover the cost of the work. This work is to include the removal of the curb returns and sidewalk/curb is to be placed across the east entrance. If access is still desired, a driveway approach must be constructed across the entrance.
4. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2023.

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

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is fluid and cursive, with the first name "Eldon" and last name "Brown" clearly distinguishable.

**P2107919VACA**



**Right-of-way Description:**  
The alley between Sanson and Everett  
from the east line of Freya to the west line  
of Sycamore

**Legend**

 Proposed Vacation

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

