CITY COUNCIL MEETINGS RULES – PUBLIC DECORUM

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

1. **No Clapping!**
2. **No Cheering!**
3. **No Booing!**
4. **No public outbursts!**
5. **Three-minute time limit for comments made during open forum and public testimony on legislative items!**
6. **No person shall be permitted to speak at open forum more often than once per month. In addition, please silence your cell phones when entering the Council Chambers!**

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City. No person shall be permitted to speak regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

E. To encourage wider participation in open forum and a broad array of public comment and varied points of view, no person shall be permitted to speak at open forum more often than once per month. However, there is no limit on the number of items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

A. 5.4.1 The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at his or her discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will need to be allocated per speaker in order to accommodate all of the speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.

B. No public testimony shall be taken on consent agenda items, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council.

C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:

1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:

    a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.

    b. The designated representative of the proponents of the issue shall speak first and may include within his or her presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the 30 minutes between or among themselves.

c. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the proponent's position.

d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same time allotted as provided for the proponents.

e. Three minutes shall be granted for any other person not associated with the designated representative who wishes to speak on behalf of the opponents' position.

f. Up to ten minutes of rebuttal time shall be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.

2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three minutes to present his/her position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.

3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.

D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE

CURRENT COUNCIL AGENDA

MEETING OF MONDAY, MAY 21, 2018

MISSION STATEMENT

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

MAYOR DAVID A. CONDON
COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS
COUNCIL MEMBER KATE BURKE
COUNCIL MEMBER MIKE FAGAN
COUNCIL MEMBER LORI KINNEAR
COUNCIL MEMBER CANDACE MUMM
COUNCIL MEMBER KAREN STRATTON

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

City of Spokane Guest Wireless access for Council Chambers for May 21, 2018:

User Name: **COS Guest**
Password: **ckuyD2gb**

Please note the space in user name.
Both user name and password are case sensitive

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

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

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

BRIEFING SESSION

(3:30 p.m.)
(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS	RECOMMENDATION	
1. Renew Value Blanket Order with Neptune Technology Group, Inc. (Tallassee, AL) for Neptune water meters, registers, and parts on an as-needed basis—estimated annual expenditure $1,000,000.	**Approve**	**OPR 2016-0352 BID 4109-15**
2. Purchase of three 2018 4WD Ford Escapes from Columbia Ford (Longview, WA) for the Spokane Fire Department using WA State Contract #05916—not to exceed $74,836 (incl tax).	**Approve**	**OPR 2018-0317**
3. Contract Renewal with United States Electric Corporation for electrical, technical and maintenance support services for the Waste to Energy Facility from May 1, 2018, through April 30, 2019—$90,000.	**Approve**	**OPR 2015-0023 RFP 4077-14**
4. Low Bid of Rob's Demolition (Spokane, WA) for emergency demolition, ordered by the Building Official, of fire-damaged, asbestos contaminated structures and debris at 3011 E Wellesley Avenue—$366,275.20 (incl. tax). (Relates to Special Budget ORD C35621.)	**Approve**	**OPR 2018-0318**

5.	**Contract with Clearwater Construction (Spokane, WA) for the removal and installation of a lime slurry tank at the Waste To Energy Facility in 2018—$77,792 (incl. tax).**	**Approve**	**OPR 2018-0319 RFB 4448-18**
6.	**Contract Amendment with Trindera (Spokane, WA) for additional design and construction support services—an increase of $15,200. Total contract amount: $67,200.**	**Approve**	**OPR 2016-0674 ENG 2010087**
7.	**Contract Amendment with MurraySmith (Spokane, WA) for supplementary construction management duties—not to exceed $55,900.**	**Approve**	**PRO 2017-0018 ENG 2013133**
8.	**Low Bid of T. LaRiviere for Sharp Avenue Stormwater Improvements—$3,262,453,30. An administrative reserve of $326,245.35, which is 10% of the contract price plus tax, will be set aside.**	**Approve**	**OPR 2018-0320 ENG 2014040**
9.	**Low Bids of:**	**Approve**	
	a. Specialty Roofing, LLC (Spokane, WA) for roof repairs on three fire stations (No. 2, 7 and 13)—$86,630.		**OPR 2018-0321 SW 60-18**
	b. R&R Heating and Air Conditioning (Spokane, WA) for HVAC repairs on two fire stations (No. 2 and 13)—$106,905.		**OPR 2018-0322 SW 59-18**
10.	**Claims and payments of previously approved obligations, including those of Parks and Library, through May 11, 2018, total $7,583,650.92, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $5,990,553.33.**	**Approve & Authorize Payment**	**CPR 2018-0002**
11.	**City Council Meeting Minutes: May 7, 2018 and May 10, 2018.**	**Approve All**	**CPR 2018-0013**

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)
(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS
(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

Request motion to suspend Council Rules to add the following item (CPR 2007-0400):

Salary Review Commission: Three Appointments. Confirm CPR 2007-0040

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

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

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C35621 amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

Development Services Center Fund
FROM: Undesignated Fund Balance, $366,276;
TO: Contractual Services, same amount.

(This action allows budgeting for unanticipated demolition costs.)(Relates to Consent Agenda Item 4.)

NO EMERGENCY ORDINANCES

RESOLUTIONS

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2018-0038 **Approving the appointment of Michelle Hughes as Director of Accounting for the City of Spokane.**

NO FINAL READING ORDINANCES

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35622 **Granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to New Cingular Wireless, PCS, LLC, subject to certain conditions and duties as further provided, (in the ordinance).**

ORD C35623 **(To be considered under Hearings Item H1.b.)**

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

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

		RECOMMENDATION	
The following item (OPR 2017-0726) has been deferred to the June 4, 2018, Agenda:			
~~S1.~~	~~Intertie agreement with the City of Medical Lake to supply water in the event of shortages and emergency needs—$100,000 Revenue. (Deferred from April 30, 2018, Agenda).~~	~~Approve~~	~~OPR 2017-0726~~

HEARINGS

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

		RECOMMENDATION	
H1.	a. Vacation of portions of 32nd Avenue and Napa Street right-of-way as requested by Touchmark.	Approve Subject to Conditions	
	b. First Reading Ordinance C35623 vacating portions of 32nd Avenue and Napa Street right-of-way.	Further Action Deferred	ORD C35623

Motion to Approve Current Agenda for May 21, 2018

(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

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

ADJOURNMENT

The May 21, 2018, Regular Legislative Session of the City Council is adjourned to June 4, 2018.

Note: The regularly scheduled City Council meeting for Tuesday, May 29, 2018, has been canceled. (There is no meeting on Monday, May 28, 2018, due to the recognized observance of the Memorial Day holiday.)

NOTES

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/4/2018
		Clerk's File #	OPR 2016-0352
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	LOREN SEARL 625-7851	Project #	
Contact E-Mail	LSEARL@SPOKANECITY.ORG	Bid #	4109-15
Agenda Item Type	Purchase w/o Contract	Requisition #	VALUE BLANKET
Agenda Item Name	4100 - VALUE BLANKET RENEWAL - NEPTUNE TECHNOLOGY GROUP, INC.		

Agenda Wording

Renewal of existing value blanket order with Neptune Technology Group, Inc. (Tallassee, AL) for an estimated annual expenditure of $1,000,000.00.

Summary (Background)

Bid #4109-15 was awarded in 2015 to Neptune Technology Group, Inc. for an annual supply of Neptune water meters, registers, and parts on an as-needed basis via value blanket order. The bid allowed for four (4) one-year renewals at mutual agreement, of which this is the third. The attached price list reflects the current Neptune product mix, but otherwise reflects no change in cost. Products may be added to support current design at no change to estimated annual expenditure.

Fiscal Impact	Grant related? NO / Public Works? NO	Budget Account
Expense	$ 1,000,000.00	# 4100-42440-94000-56595-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	KEGLEY, DANIEL	**Study Session**	
Division Director	FEIST, MARLENE	**Other**	UEC 5/14/2018
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	TPRINCE@SPOKANECITY.ORG	
For the Mayor	DUNIVANT, TIMOTHY	SJOHNSON@SPOKANECITY.ORG	
Additional Approvals			
Purchasing	PRINCE, THEA		

Briefing Paper
Urban Development Committee

Division & Department:	Public Works, 4100 Water & Hydroelectric Services
Subject:	Value Blanket Renewal – Neptune Technology Group, Inc.
Date:	5/14/2018
Author (email & phone):	Loren Searl, lsearl@spokanecity.org x7851
City Council Sponsor:	---
Executive Sponsor:	---
Committee(s) Impacted:	PIES
Type of Agenda item:	☑ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Funding for these purchases has been budgeted in the Water & Hydroelectric Services department budget.
Strategic Initiative:	Innovative Infrastructure
Deadline:	Products needed to support 2018 construction/repair season
Outcome: (deliverables, delivery duties, milestones to meet)	This order supports continued efficient procurement of Neptune water meters, registers, and parts needed to support new and maintenance projects over the next year.

Background/History: *Invitation for Bids #4109-15 was awarded in 2015 to Neptune Technology Group, Inc. (Tallassee, AL) for an annual supply of Neptune water meters, registers, and parts on an as-needed basis via value blanket order. The bid allowed for four (4) one-year renewals at mutual agreement. This renewal represents the third such at mutual agreement, leaving one (1) renewal remaining.*

Executive Summary:

- *Renewal of Existing Value Blanket Order for Neptune Water Meters, Registers, and Parts*
- *Estimated Annual Expenditure of $1,000,000.00*
- *Third of Four (4) Annual Renewal Options at Mutual Agreement*

Budget Impact:
Approved in current year budget? ☑ Yes ☐ No
Annual/Reoccurring expenditure? ☐ Yes ☑ No
If new, specify funding source: ---
Other budget impacts: ---

Operations Impact:
Consistent with current operations/policy? ☑ Yes ☐ No
Requires change in current operations/policy? ☐ Yes ☑ No
Specify changes required: N/A
Known challenges/barriers: N/A

Neptune Renewal Pricing

Par Number	Part Name	Part Number	Par Price	Start Date	Expire Date
16567562	GASKET, M/C 1 1/2 T-10	..9083-001	$2.25	4/30/2018	5/1/2019
16567562	GASKET, M/C 2 T-10	..9083-002	$4.40	4/30/2018	5/1/2019
16567562	ADVANTAGE II COMPLETE PROBE/ARB	.12517-000	$994.50	4/30/2018	5/1/2019
16567562	PROGRAMMING ADAPTER COIL PROGRAMMING MOUSE	.12937-000	$35.00	4/30/2018	5/1/2019
16567562	MRX920V2 ASSEMBLY COMPLETE	.13120-000	$5,500.00	4/30/2018	5/1/2019
16567562	TRIMBLE NOMAD 900B SERIES HANDHELD	.13193-001	$1,750.00	4/30/2018	5/1/2019
16567562	NOMAD CHARGING & COMM CRADLE TRIMBLE ACCESSOR	.13245-001	$300.00	4/30/2018	5/1/2019
16567562	R900 BLUETOOTH BELT CLIP RECEIVER SYSTEM	.13302-000	$1,550.00	4/30/2018	5/1/2019
16567562	TRANSMITTER ASSY COMP R900 V4 WALL MIU	.13341-200	$65.00	4/30/2018	5/1/2019
16567562	R900 V4 PIT MIU 6' ASSY COMPLETE	.13442-200	$80.00	4/30/2018	5/1/2019
16567562	TRIMBLE PROGRAMMING MOUS SYSTEM LEVEL	.13457-000	$750.00	4/30/2018	5/1/2019
16567562	STRAINER 6 COMPLETE BRONZE	.52000-201	$892.05	4/30/2018	5/1/2019
16567562	STRAINER 8 COMPLETE BRONZE	.52000-304	$4,750.00	4/30/2018	5/1/2019
16567562	STRAINER 10 COMPLETE BRONZE	.52000-402	$4,000.00	4/30/2018	5/1/2019
16567562	STRAINER 3 COMPLETE BRONZE	.53107-000	$450.65	4/30/2018	5/1/2019
16567562	STRAINER 4 COMPLETE BRONZE	.53107-100	$554.25	4/30/2018	5/1/2019
16567562	Roof Mount Antenna(Accessories - MRX920)	12309-001	$75.00	4/30/2018	5/1/2019
16567562	2 HP TRU/FLO PROREAD PIT C/F 4WHL W/O	EC2AR7F6	$1,248.58	4/30/2018	5/1/2019
16567562	3 TRU/FLO W/T10 PROREAD PIT C/F 4WHL W/O	EC3BR7F6	$1,704.75	4/30/2018	5/1/2019
16567562	4 TRU/FLO W/T-10 PROREAD PIT C/F 4WHL W/O	EC3CR7F6	$2,380.44	4/30/2018	5/1/2019
16567562	6 TRU/FLO W/T-10 PROREAD PIT C/F 4WHL W/O	EC3DR7F6	$3,926.89	4/30/2018	5/1/2019
16567562	4 HP PROTECTUS FLANGE PROREAD PIT C/F 4WHL W/O	EP4C1R7F6	$5,149.97	4/30/2018	5/1/2019
16567562	6 HP PROTECTUS FLANGE PROREAD PIT C/F 4WHL W/O	EP4D1R7F6	$7,263.38	4/30/2018	5/1/2019
16567562	8 HP PROTECTUS FLANGE PROREAD PIT C/F 4WHL W/O	EP4E1R7F6	$9,570.25	4/30/2018	5/1/2019
16567562	10 HP PROTECTUS FLANGE PROREAD PIT C/F 4WHL W/O	EP4F1R7F6	$13,995.00	4/30/2018	5/1/2019
16567562	3 FIRE HYDRANT W/COUP DIR READ C/F BRZ	ET2BR8F1SB32	$737.54	4/30/2018	5/1/2019
16567562	2 HP TURBINE PROREAD PIT C/F 4WHL W/O	ET4AR7F6	$432.04	4/30/2018	5/1/2019
16567562	3 HP TURBINE PROREAD PIT C/F 4WHL W/O	ET4BR7F6	$639.10	4/30/2018	5/1/2019
16567562	4 HP TURBINE PROREAD PIT C/F 4WHL W/O	ET4CR7F6	$1,093.65	4/30/2018	5/1/2019
16567562	6 HP TURBINE PROREAD PIT C/F 4WHL W/O	ET4DR7F6	$2,838.99	4/30/2018	5/1/2019
16567562	8 HP TURBINE PROREAD PIT C/F 4WHL W/O	ET4ER7F6	$4,312.48	4/30/2018	5/1/2019
16567562	10 HP TURBINE PROREAD PIT C/F 6WHL W/O	ET4FR7F8	$4,500.00	4/30/2018	5/1/2019
16567562	1 1/2 HP TURBINE PROREAD PIT C/F 4WHL W/O	ET4HR7F6	$368.00	4/30/2018	5/1/2019

16567562	REG-ProCoder PIT C/F 4WHL 5/8 T-10		$66.78	4/30/2018	5/1/2019
16567562	REG-ProCoder PIT C/F 4WHL 3/4 T-10		$66.78	4/30/2018	5/1/2019
16567562	REG-ProCoder PIT C/F 4WHL 1 T-10		$66.78	4/30/2018	5/1/2019
16567562	REG-ProCoder PIT C/F 4WHL 1 1/2 T-10		$66.78	4/30/2018	5/1/2019
16567562	REG-ProCoder PIT C/F 4WHL 2 T-10		$66.78	4/30/2018	5/1/2019
16567562	REG-PROREAD PIT C/F 4WHL 3 TRIDENT TURBINE	R73F21	$66.78	4/30/2018	5/1/2019
16567562	REG-PROREAD PIT C/F 4WHL 4 TRIDENT TURBINE	R73F31	$66.78	4/30/2018	5/1/2019
16567562	REG-PROREAD PIT C/F 4WHL 6 TRIDENT TURBINE	R73F41	$66.78	4/30/2018	5/1/2019
16567562	REG-PROREAD PIT C/F 4WHL 10 TRIDENT TURBINE	R73F61	$66.78	4/30/2018	5/1/2019
16567562	REG-PROREAD PIT C/F 4WHL 2 HP TURBINE	R75F11	$66.78	4/30/2018	5/1/2019
16567562	REG-PROREAD PIT C/F 4WHL 3 HP TURBINE	R75F21	$66.78	4/30/2018	5/1/2019
16567562	REG-PROREAD PIT C/F 4WHL 4 HP TURBINE	R75F31	$66.78	4/30/2018	5/1/2019
16567562	REG-PROREAD PIT C/F 4WHL 6 HP TURBINE	R75F41	$66.78	4/30/2018	5/1/2019
16567562	REG-PROREAD PIT C/F 4WHL 4 HP PROTECTUS	R75F61	$66.78	4/30/2018	5/1/2019
16567562	REG-PROREAD PIT C/F 4WHL 6 HP PROTECTUS	R75F71	$66.78	4/30/2018	5/1/2019
16567562	REG-PROREAD PIT C/F 4WHL 8 HP PROTECTUS	R75F81	$66.78	4/30/2018	5/1/2019
16567562	REG-PROREAD PIT C/F 4WHL 10 HP PROTECTUS	R75F91	$66.78	4/30/2018	5/1/2019
16567562	1 1/2 MACH-10 w/25' Itron Connector		$397.80	4/30/2018	5/1/2019
16567562	1 1/2 T-10 OVAL ProCoder PIT C/F 6WHL W/O		$313.98	4/30/2018	5/1/2019
16567562	1 T-10 C/I 302 ProCoder PIT C/F 6WHL W/O		$172.04	4/30/2018	5/1/2019
16567562	2 MACH-10 w/25' Itron Connector		$482.80	4/30/2018	5/1/2019
16567562	2 T-10 OVAL ProCoder PIT C/F 4WHL W/O		$416.05	4/30/2018	5/1/2019
16567562	3/4 T-10 C/I 302 ProCoder PIT C/F 6WHL W/O		$123.48	4/30/2018	5/1/2019
16567562	5/8X3/4 T-10 PLS 316 ProCoder PIT C/F 6WHL W/O		$85.91	4/30/2018	5/1/2019

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/8/2018
		Clerk's File #	OPR 2018-0317
		Renews #	
Submitting Dept	FIRE	Cross Ref #	
Contact Name/Phone	DAVID 625-7000	Project #	
Contact E-Mail	DSTOCKDILL@SPOKANECITY.ORG	Bid #	WA STATE
Agenda Item Type	Purchase w/o Contract	Requisition #	RE #18955
Agenda Item Name	0440 - FIRE DEPT PURCHASE OF FORD ESCAPES		

Agenda Wording

Approve purchase of three(3) 2018 4WD Ford Escapes for Fire Prevention from Columbia Ford (Longview, WA) by accessing WA State Contract #05916 - for an amount not to exceed $75,000.00 including tax.

Summary (Background)

This purchase was put out for Quotes and one response was received besides the Wa State Contract. The Wa State Contract was low bid so staff recommends purchase of these three vehicles from Columbia Ford.

Fiscal Impact	Grant related? NO Public Works?	Budget Account
NO Expense	$ 74,836.00	# 1970-35150-94220-56404
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	SCHAEFFER, BRIAN	**Study Session**	
Division Director	SCHAEFFER, BRIAN	**Other**	Public Safety 5/7/18
Finance	BUSTOS, KIM	Distribution List	
Legal	ODLE, MARI	tprince	
For the Mayor	DUNIVANT, TIMOTHY	dstockdill	
Additional Approvals			
Purchasing	PRINCE, THEA		

Briefing Paper
(Public Safety and Community Health)

Division & Department:	Fire
Subject:	Purchase Approval for (3) Staff vehicles for the SFD Fire Prevention Division
Date:	7 May 2018
Contact (email & phone):	dstockdill@spokanecity.org 435-7080
City Council Sponsor:	CM Kinnear
Executive Sponsor:	Schaeffer
Committee(s) Impacted:	Public Safety and Community Health
Type of Agenda item:	☑ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Capital Improvement Plan, FD Strategic Plan Goal #7 *Provide a high state of readiness of apparatus and equipment to ensure response to the needs of our customers in a safe and efficient manner*
Strategic Initiative:	Public Safety and Community Health
Deadline:	Within 60-120 days
Outcome: (deliverables, delivery duties, milestones to meet)	Delivery of (3) new staff vehicles to the Prevention Division.

Background/History: The Spokane Fire Department Prevention Division is in need of replacement vehicles for its Fire Inspectors. The last significant new vehicle purchase for this Division was in 2001. The 2001 model vehicles, which are all scheduled for surplus, have temporarily been replaced with repurposed, 2003 era vehicles until new vehicles could be acquired. A trial purchase of (1) 2017 Ford Escape was made last year and it has been determined to be a very capable, safe and fuel efficient vehicle that meets the needs of the Prevention Division.

Executive Summary:

- **Request for Quotes --** A Request for Quotes bid opening will occur on Tuesday, 1 May. Exact pricing information for this purchase will not be available until the bid opening. However, exact pricing information will be available in time for the OnBase agenda deadline and the subsequent Council advance agenda meeting. The cost for the (1) 2017 Escape was approximately $24,000 before taxes. It is expected that the current purchase request for (3) identically equipped 2018 vehicles will be approximately $75,000 prior to tax. If The Committee would prefer to have exact pricing information prior to giving approval, this purchase can be delayed until next month. However, there is a risk that the current model year will then be out of production which would further delay the purchase until the 2019 model year was available.

Budget Impact:
Approved in current year budget? ☑ Yes ☐ No ☐ N/A
Annual/Reoccurring expenditure? ☐ Yes ☑ No ☐ N/A
If new, specify funding source: N/A
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? ☑ Yes ☐ No ☐ N/A
Requires change in current operations/policy? ☐ Yes ☑ No ☐ N/A
Specify changes required: None
Known challenges/barriers: None

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/3/2018
		Clerk's File #	OPR 2015-0023
		Renews #	
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	RFP 4077-14
Agenda Item Type	Contract Item	Requisition #	CR 19350
Agenda Item Name	4490-CONTRACT RENEWAL WITH US ELECTRIC CORP.		

Agenda Wording

Contract Renewal with United States Electric Corporation for electrical, technical and maintenance support services. Contract will begin on 5/1/2018 and run through 4/30/2019 for $90,000.00.

Summary (Background)

The Waste to Energy Facility at times has need for electrical technical and maintenance services to maintain continuous operations. RFP #4077-14 was issued and US Electric Corporation was awarded the contract in January of 2015. The contract terms in the RFP allowed for 4 one-year extensions/renewals. This will be the 3rd of those extensions/renewals. This renewal will allow for the needed electrical, technical and maintenance work to be performed during scheduled outages at the WTE in 2018.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ $90,000.00	# 4490-44100-37148-54803-34002
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	**Study Session**	UE 5/14/18
Division Director	FEIST, MARLENE	**Other**	
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	mdorgan@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA	brady@uselectricorp.com	
		rrinderle@spokanecity.org	
		bpaschal@spokanecity.org	

Briefing Paper
(Committee Name)

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Electrical Technical and Maintenance Support Services for the WTE
Date:	May 14, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org, 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience and Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure-Sustainability of the WTEF Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to renew the $90,000.00 annual contract with US Electric Corporation to provide electrical technical and maintenance services to the Waste to Energy Facility.

Background/History:

The Waste to Energy Facility at times has need for electrical technical and maintenance services to maintain continuous operations. RFP #4077-14 was issued and US Electric Corporation was awarded the contract for these services in January of 2015. The contract term specified in the RFP allowed for 4 one-year extensions/renewals. This will be the 3rd of those extensions/renewals. This contract renewal, for an additional $90,000.00 including taxes, will allow for the needed electrical technical and maintenance work to be completed during the scheduled outages at the WTE in 2018.

Executive Summary:

- Contract renewal for electrical technical and maintenance support services at the WTE, which was awarded in January of 2015 from RFP #4077-14.
- Renewal #3 of 4 with US Electric Corporation.
- Amount of contract is $90,000.00, taxes included.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

Requires change in current operations/policy?	☐ Yes ☒ No ☐ N/A
Specify changes required:	
Known challenges/barriers:	

City Clerk's No. 2015-0023

City of Spokane

CONTRACT EXTENSION (3 OF 4)

Title: **ELECTRIC MAINTENANCE AND SUPPORT SERVICES TO THE CITY'S WASTE TO ENERGY FACILITY (WTE)**

This Contract Extension is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **United States Electric Corporation of Washington**, **Inc.**, 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 provide for the City electrical technical and maintenance support services for the City's Waste To Energy Facility (WTE), in response to a formal City solicitation; and

WHEREAS, the original contract provided for 4 additional one-year extensions, with this being the 3rd of those extensions; and

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

1. CONTRACT DOCUMENTS.
The original Contract executed by the parties on May 5, 2015 and May 28, 2015, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.
This Contract Extension shall become effective upon signatures of the parties.

3. EXTENSION.
The Contract Extension is hereby extended and shall run through April 30, 2019.

4. COMPENSATION.
The City shall pay an additional amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS** (**$90,000.00**) for everything furnished and done under this Contract Extension. This is the maximum amount to be paid under this Extension, 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 Extension by having legally-binding representatives affix their signatures below.

UNITED STATES ELECTRIC CORPORATION OF WASHINGTON, INC.

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Agreement:

Additional Scope of Work document

18-0023

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/7/2018
		Clerk's File #	OPR 2018-0318
		Renews #	
Submitting Dept	NEIGHBORHOOD SERVICES & CODE	Cross Ref #	
Contact Name/Phone	MELISSA 625-6087	Project #	
Contact E-Mail	MWITTSTRUCK@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	SBO
Agenda Item Name	1200 DEMOLITION 3011 E WELLESLEY		

Agenda Wording

Emergency demolition of fire-damaged, asbestos contaminated structures and debris at 3011 E Wellesley ordered by the Building Official. Low bid received from Rob's Demolition.

Summary (Background)

Emergency demolition of fire-damaged, asbestos contaminated structures and debris at 3011 E Wellesley ordered by the Building Official. Fire occurred 11/7/17; demolition or rehabilitation timeline of 12/26/17 was not carried out by owner. City Code Enforcement will carry out demolition to SRCAA requirements and City standards as ordered. Contract amount exceeds Code Enforcement funds; this contract is accompanied by SBO request. A 1st priority lien for all costs will be filed as authorized.

Fiscal Impact	Grant related? NO Public Works? NO	Budget Account
Expense	$ 366,275.20	# 4700 30210 24100 54201 99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BECKER, KRIS	**Study Session**	2/5/18 & 4/9/18
Division Director	KINDER, DAWN	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	kbecker@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	dkinder@spokanecity.org	
Additional Approvals		mwittstruck@spokanecity.org	
Purchasing		korlob@spokanecity.org	
		mdoval@spokanecity.org	
		tszambelan@spokanecity.org	
		cbrazington@spokanecity.org	

City Clerk's No. _____

City of Spokane

PUBLIC WORKS CONTRACT

Title: **DEMOLITION, ASBESTOS REMOVAL AND DISPOSAL**

This Contract is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **ROB'S DEMOLITION**, whose address is 8420 East Woodland Park Drive, Spokane, Washington 99217 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **Demolition, asbestos removal, and disposal of fire damage building and debris at 3011 E Wellesley.**

2. CONTRACT DOCUMENTS. The contract documents are this Contract, the RFP No. SW58-18, and the Contractor's completed bid proposal form. These contract documents are on file in the Office of Neighborhood Services-Code Enforcement Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.

3. TIME OF PERFORMANCE. The term of this contract begins upon signature of the parties and ends on August 31, 2018, unless amended by written agreement of the parties.

4. LIQUIDATED DAMAGES. Liquidated damages shall be in accordance with the contract documents.

5. TERMINATION. Either party may terminate this Contract 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.

6. COMPENSATION. Total compensation for Contractor's services under this Agreement shall not exceed **THREE HUNDRED THIRTY SIX THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS ($336,650.00)**, not including taxes, if applicable, which includes a $100 credit for salvage, unless modified by a written amendment to this Agreement.

7. PAYMENT. The Contractor will send its applications for payment to the Office of Neighborhood Services & Code Enforcement, 808 West Spokane Falls Blvd., 6th Floor, Spokane, Washington 99201 **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

8. 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.

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

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 RCW 48:

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

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

i. Acceptable supplementary Umbrella insurance coverage combined with Company's

General Liability insurance policy must be a minimum of $1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Contractor or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Contractor shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Contractor's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the sixty (60) 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. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

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

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

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

15. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section

in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

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

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;

    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    d. An electrical contractor license, if required by Chapter 19.28 RCW;

    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

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

20. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.

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

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

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

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

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

26. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.

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

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

ROB'S DEMOLITION	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Contractor's General Scope of Work
Payment Bond
Performance Bond
Exhibit B – Certification Regarding Debarment

18-070

PAYMENT BOND

We, ROB'S DEMOLITION, as principal, and _____, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED THIRTY SIX THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS ($336,650.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **Demolition, asbestos removal, and disposal of fire damage building and debris at 3011 E Wellesley.** If the principal shall:

A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____.

ROB'S DEMOLITION,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____ _____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

PERFORMANCE BOND

We, ROB'S DEMOLITION, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE HUNDRED THIRTY SIX THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS ($336,650.00)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **Demolition, asbestos removal, and disposal of fire damage building and debris at 3011 E Wellesley**. If the principal shall:

A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on _____

ROB'S DEMOLITION,

AS PRINCIPAL

By: _____
Title: _____

_____,
AS SURETY

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

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED on _____.

_____
Signature of Notary

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

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

Briefing Paper
Public Safety and Community Health

Division & Department:	Business & Developer Services
Subject:	Demolition of structure(s) at 3011 E Wellesley
Date:	March 28, 2018
Contact (email & phone):	Melissa Wittstruck, Neighborhood and Housing Specialist mwittstruck@spokanecity.org 509.625.6087
Director:	Heather Trautman
Committee(s) Impacted:	Public Safety and Community Health, Finance and Administration
Type of Agenda item:	■ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	Strategic Plan to create a community so that all people can feel safe, empowered, and welcome. Additionally, the policy that the Building Official or Hearing Examiner may determine that the building/structure is unfit for human habitation and orders demolition if any of the substandard conditions listed in SMC 17F.070.400 are found to exist to such an extent as to be dangerous or injurious to the health or safety of the buildings occupants or community.
Strategic Initiative:	Safe and Healthy
Deadline:	April 23 Council consideration of contract. Successful bidder notified. This is an emergency order of the Building Official to demolish the structures.
Outcome: (deliverables, delivery duties, milestones to meet)	Demolish fire damaged, asbestos contaminated nuisance property that is a public safety hazard and negatively impacts the surrounding neighborhood.

Background/History: This is a substandard and abandoned commercial property that has been in the Building Official Hearing Process since April of 2016. Major fire occurred November 7, 2017 causing substantial damage. The Building Official subsequently issued a Summary Order to demolish all structures at the property. The property owner failed to take action to demolish and did not respond to contact attempts. Spokane Regional Clean Air (SRCAA) requested the city to secure the right of way and abate the asbestos contamination for public safety; STA was forced to move a high traffic bus stop at the corner of Wellesley and Haven.

Code Enforcement undertook the right of way abatement beginning December 18. The 45 day demolition order expired on December 25, 2017 with no contracts in place or permits obtained by the owner for the demolition. Right of way clean-up and asbestos abatement cleared asbestos from the sidewalk, street, and planting strips, and fencing placed to open the right of way for just under $35,000. These costs are a lien on the property taxes. The initial bid process yielded one bid of $336,650.00. Due to contamination of fire debris the entire site must be treated as asbestos, increasing the costs of demolition. Re-bidding yielded an additional and significantly higher bid.

On February 14, 2018 Code Enforcement staff met with SRCAA, EPA, and owner Ivan Kriger. Kriger was non-committal regarding demolition or timelines, even suggesting the City purchase the property. Kriger stated he had insurance or a construction loan that could be tapped for the demolition. City staff advised Kriger that city demolition would result in project costs placed as liens on the property taxes. EPA indicated that if the City requested assistance with the demolition, the agency would take over the project and seek cost recovery from Kriger. Kriger indicated he understood all of this. Kriger stated that he would provide proof of insurance on the property by February 20; no documentation or further communication has been received from Kriger. On March 12, 2016 city staff again met with Kriger to go over any potential timeline or funding. A March 16 deadline was provided for Kriger to bring in a signed demolition contract, SRCAA permits, and SEPA

documents. A single contractor contacted Code Enforcement for information on these requirements after close of business March 15. The March 16 deadline also passed and Kriger was informed the City had moved forward with demolition plan.

Bids for demolition and disposal of the asbestos contaminated site at 3011 E Wellesley were higher than expected. City Council was briefed January 22, 2018. Dawn Kinder and Administration were briefed February 25 regarding demolition costs and possible request to EPA for financial assistance with demolition and disposal. EPA has indicated this is not a grant program; available City funding should be included in any request, and if successful, EPA would assume control of the project, resulting in significantly higher costs.

Both Wellesley and the Market/Haven couplet are high traffic count transportation routes and pedestrian corridor in the Hillyard Neighborhood and a future NSC interchange nearby is also possible.

Executive Summary:

- *There are fire damaged commercial structures with asbestos contamination at this property.*
- *Inactive and unresponsive property owner who has failed to comply with Orders of the Building Official and failed to follow Spokane Clean Air regulations despite many discussions and numerous opportunities for compliance.*
- *Owner has failed to pay for temporary fencing to keep the site secure and Code Enforcement is working with American On-Site, paying for fencing to remain in place, $310.08 per month.*
- *Owner failed to abate fire debris on public rights of way and planting strips, which was potentially contaminated with asbestos. This was one of the orders of the Building Official which was sent to the property owner on November 10, 2017 following the fire. After no activity by the property owner regarding the right of way abatement, Code Enforcement conducted an abatement of the Right of Way.*
- *The owner failed to provide a plan for demolition of the structures or begin work at the property by the deadline as detailed in the November 10, 2017 Building Official Summary Order.*
- *The high cost of the demolition bids are due to treating the debris entirely as asbestos, using an "alternate means work plan" that will have to be approved by Spokane Clean Air.*
- *The current Code Enforcement budget for demolition is exceeded by the successful bid; SBO would be needed to fund the costly demolition of the fire damaged and hazardous structure.*
- *The City may submit a letter of request for financial assistance for demolition and clean up to EPA. Staff contacted EPA for Letter of Request specifics.*
- *Seasonal weather conditions will increase hazards associated with blowing contaminated dust and potential airborned fire debris such as sheets of corrugated metal roofing.*

Budget Impact:

Approved in current year budget? ☐ Yes ■ No ☐ N/A
Annual/Reoccurring expenditure? ☐ Yes ■ No ☐ N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.) Match requirement, to be determined.

Operations Impact:

Consistent with current operations/policy? ■ Yes ☐ No ☐ N/A
Requires change in current operations/policy? ☐ Yes ■ No ☐ N/A
Specify changes required: Council budget approval.
Known challenges/barriers: Asbestos contamination, nuisance property with history of transient activity. An additional fire occurred November 14, 2017 and transient access continues, despite fencing. Seasonal weather conditions will increase hazards associated with blowing contaminated dust and potential airborne fire debris such as sheets of corrugated metal roofing.

CITY OF SPOKANE
OFFICE OF
NEIGHBORHOOD SERVICES
CODE ENFORCEMENT
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3343
509.625.6083
FAX 509.625.6802
spokaneneighborhoods.org

November 10, 2017

NOTICE OF SUMMARY HEARING
CERTIFIED

Ivan Kriger
1502 W Panorama Drive
Spokane WA 99208

RE: BUILDING OFFICIAL'S SUMMARY HEARING OF FIRE-DAMAGED AND SUBSTANDARD STRUCTURES AT 3011 E WELLESLEY, SPOKANE, WASHINGTON 99217
PARCEL NO: 36343.3007
LEGAL DESCRIPTION: HILLYARD ALL L7TO9;W27 FT L10 B23

#E1600905BLDG

This letter serves as notice that a Summary Hearing was held before me on November 9, 2017 the Acting Building Official for the City of Spokane, regarding the aforementioned property. At the Summary Hearing, Code Enforcement staff presented evidence of ownership and conditions of this property. The City Fire Marshal, Building Inspector Supervisor, and Code Enforcement Supervisor were present. The following are the findings of facts that resulted in inspection of the property by Spokane Fire Department on November 7, 8, and 9, 2017, Acting Building Official on November 7, 2017, Code Enforcement staff on November 8, 2017, and Building Inspector Supervisor on November 8, 2017.

On November 9, 2017 Acting Building Official Dean Giles, Deputy Building Official Dan Skindzier, City Fire Marshal Mike Miller, and Code Enforcement staff reviewed the Substandard Building File on record for the property at 3011 E. Wellesley as a result of the catastrophic fire that occurred on November 7, 2017. The fire caused significant damage to major portions of the structure, and nearly claimed the lives of apparent transients occupying the building. The building is now completely open to the elements with fire debris scattered around the property and including the public right of ways on all sides.

At this review all city staff present concluded that the building should be summarily demolished under the provision outlined in Spokane Municipal Code 17F.070.470 (2)(E), "Compliance with order". Considerations made were:

- A rehabilitation plan was submitted and approved. However, you have failed to keep the building secure as attested to in the accepted rehabilitation plan, as evidenced by frequent transient use, and clearly the recent fire which put the lives of transients, general public, and first responders in imminent danger. In addition Code Enforcement has had to secure openings on an occasion where you had been notified more than once, and failed to take action.

In its current state, the building is completely open and is a hazard to the public, even as a fire damaged building. There is seen to be loose metal roofing, and extensive fire debris, likely to be disturbed by typical high wind events that occur this time of year. As a result, the public may be in danger of asbestos contaminated air as well as flying debris that may cause traffic accidents and other hazards.

FINDINGS

VIOLATION OF SMC 17F.070.400 SUBSTANDARD BUILDING

A. Dilapidation: exterior decay, water damage. Findings: The central area of the building's wood frame roof section and brick walls were dilapidated and is now substantially fire-damaged. Cinderblock walls had multiple small holes throughout the building and are heavily scorched interior. Three ladder trucks poured water into the buildings during the November 7, 2017 firefighting efforts, as seen in SFD drone footage and media reports.

B. Structural defects: foundation, wall and roof framing. Findings: Roof and interior wall framing is severely charred and damaged by the fire and collapsing in many locations.

D. Defective/inoperable plumbing. Findings: Water off since January 25, 2012, therefore there was no water for sanitation and all plumbing is now fire-damaged and collapsing

E. Inadequate weatherproofing: siding, roofing, glazing. Findings: Severe damage to several areas of roof, corrugated roofing peeled back or fallen into the fire-damages buildings, glass windows blown out, doors burnt out, and holes in concrete block walls.

F. No activated utility service for one year. Findings: City water was shut off January 25, 2012. There was no power to the building since 2015 per SPD inspection.

G. Inoperable or inadequate heating system. Findings: There was no power to the building and heating systems are severely fire-damaged and collapsed throughout.

I. Structure has been boarded more than one year and no approved rehabilitation plan. Findings: The rehabilitation plan submitted in August 2017 is void as the plan cannot be carried out now as it was originally submitted.

K. Fire-damaged structure. Findings: The complex of structures was severely fire-damaged November 7, 2017 requiring significant firefighting response for several hours 20171107SFDNFIRS Incident Report.

L. Defects increasing the hazards of fire, accident or other calamity. Findings: Property appears to be abandoned due to noted conditions. The buildings had frequently attracted transients; transients were present in the building when the fire was started November 7, 2017. Corrugated metal roofing is hanging off the north side of the building and may become airborne in wind conditions, posing hazards to pedestrians, vehicular traffic, and other structures. Fire debris is heavy inside and outside the structure and may be also become airborne in wind conditions. The structures were boarded for over three years and now openings to the roof, blown windows, and doors are not secure, although fencing is present; due to heavy and consistent transient activity the heavily fire-damaged interior is an attractive nuisance, may contain asbestos contamination, and presents significant hazards of falling charred rafters, stud walls, and other framing members. Exterior stairwells to lower level entrances frequently attract garbage and transient activity. Frequent target for graffiti. These defects increase the hazards of fire, accident or other calamity.

ABANDONED SMC 17F.070.030

The building is also found to be abandoned as defined by Section of the Spokane Municipal Code due to:

- giving indications that no one is currently in possession, such as by the disconnection of utilities, accumulation of debris, uncleanliness, disrepair, and other circumstances.

UNFIT SMC 17F.070.410

The building is unfit due to quantity and extent of substandard conditions. The building official or hearing examiner may determine that the building/structure is unfit for human habitation and order demolition if any of the substandard conditions listed in SMC 17F.070.400 are found to exist to such an extent as to be dangerous or injurious to the health or safety of the building's

occupants or community.

BUILDING OFFICIAL'S ORDER

1. **Immediate action is to occur to abate all loose debris** around the property and in public areas such as sidewalks, parking lots, grassy areas, curbs and streets. Spokane Regional Clean Air (S.R.C.A.) must be contacted before clean up to determine if there is an asbestos hazard and follow their guidelines for removal. S.R.C.A has already been contacted about the issues on this site and our concerns.
2. **All loose roofing materials must be secured immediately 48 hours of receipt of this letter to prevent public harm during wind events.**
3. **ORDER TO KEEP SECURE All openings of the building must be boarded up to prevent the spread of debris or asbestos during wind events within 48 hours of receipt** of this letter. You are hereby ordered to keep the building secure when not undergoing rehabilitation, demolition, or investigation. The property owner or their contractor may enter to make repairs.
4. Fencing must completely surround the property until demolition occurs or the building has been made completely secure of all access.
5. Fencing must be removed from the Sidewalk and other areas where it infringes on the public Right of Way unless an obstruction Permit is approved and obtained from the City of Spokane Engineering Department.
6. The rehabilitation plan originally submitted is considered null and void as the plan cannot occur now as originally submitted.
7. The Building Permit and associated plans of Permit #B1712964BLDC is now considered void.
8. **ORDER TO DEMOLISH ALL STRUCTURES ON SITE** Demolition can be ordered as it is so dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and that it is unreasonable to repair the structure, to demolish and remove such structure per Spokane Municipal Code Section 17F.070.470 (2) (E).

   You are ordered to completely demolish all said structures on the site within 45 days via the proper permitting process, along with the associated 10 day processing period for notification of the neighborhood, and any guidelines identified by S.R.C.A., unless an emergency demolition order is given. City standards are: Remove any foundation to grade elevation. Fill any hole to grade with suitable materials and remove all debris from the premises immediately after demolition. Commercial contractors must remove waste to the Northside Landfill. Minor demolition waste by private owners can be brought to the transfer stations at Sullivan Road or Colbert (Elk Chattaroy Road), or the Waste to Energy Plant at Geiger Boulevard. Asbestos waste is disposed of at Graham Road Recycling and Disposal Facility, call 244-0151 for details and costs. If the demolition is not completed per this order, the City will proceed with demolition at city expense. Such costs shall be assessed as a lien against the property.
9. **A DO NOT OCCUPY ORDER** remains in effect until substandard conditions have been alleviated.
10. These orders supersede orders given at the previous Building Official Hearing occurring on August 29, 2017 and provided in the letter dated September 7, 2017.
11. Failure to meet the deadlines noted above will result in the City initiating the necessary cleanup and demolition actions and placing liens on the property for all associated costs.
12. Please contact Code Enforcement at 625-6083 to verify receipt and your intentions to comply with the orders.

13. **Further instructions**: Obtain permits where required prior to beginning such work and call for inspections. We will monitor your progress. **A Building Official Administrative hearing is scheduled for December 5, 2017 as a result of these summary orders**. The hearing will be held at 1:30 p.m. in the Council Briefing Center, Lower Level, Spokane City Hall, 808 W. Spokane Falls Blvd., Spokane, WA. Note: the City has implemented new security procedures. You must enter the building on the Post Street side and stop at the front desk for a temporary ID badge.

As an owner or a party of interest you are permitted to present testimony or evidence at the hearing as to why the Building Official should not order the structure(s) demolished.

The property owner's testimony at this hearing must provide sufficient evidence that the structure is capable of being made safe by repairs and rehabilitation and fit for human habitation or occupancy and to show that the quantity and extent of substandard conditions do not warrant demolition. Documentation can be, but is not limited to the following:

- Pictures - Receipts
- Contracts - Financial Statements

Please call with any questions or concerns. Our phone number is 625-6083.

Please note: Prior to any demolition activity, contact Spokane Regional Clean Air Agency at (509) 477-4727. The inspection results are required by the Washington State Department of Labor and Industries to be maintained on file and available upon request by the Department of Labor and Industries (WAC 296-62-07721).

SO ORDERED

D. Giles, Acting Building Official

Enclosure: Rehabilitation plan
Dg:MKW:mh\
CERTIFIED
Ivan Kriger – 9414 7266 9904 2959 3590 81

PC: D. Giles Acting Building Official, D. Skindzier, Deputy Building Official
EMAIL: ivankrigersam@gmail.com

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/3/2018
		Clerk's File #	OPR 2018-0319
		Renews #	
Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	DAVID PAINE 625-6878	Project #	
Contact E-Mail	DPAINE@SPOKANECITY.ORG	Bid #	RFB 4448-18
Agenda Item Type	Contract Item	Requisition #	CR 19351
Agenda Item Name	4490-CONTRACT WITH CLEARWATER CONSTRUCTION		

Agenda Wording

Contract with Clearwater Construction for the removal and installation of a lime slurry tank at the Waste To Energy Facility in 2018. The cost of the project is $77,792.00, taxes included.

Summary (Background)

The existing Lime Slurry Tank at the Waste to Energy Facility is over 25 years old; installed as part of the original construction. There have been only minor repairs made to the tank since that time. This tank is where the mixing of hydrated lime and water takes place to produce the slurry that is injected into the flue gas stream of the boiler, as part of the emission control system. The continued degradation of the tank is requiring its replacement.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ $77,792.00	# 4490-44100-94000-56401
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	**Study Session**	UE 5/14/18
Division Director	FEIST, MARLENE	**Other**	
Finance	ALBIN-MOORE, ANGELA	Distribution List	
Legal	ODLE, MARI	mdorgan@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	jsalstrom@spokanecity.org	
Additional Approvals		tprince@spokanecity.org	
Purchasing	PRINCE, THEA		

Briefing Paper
(Committee Name)

Division & Department:	Public Works Division; Solid Waste Disposal
Subject:	Removal and Installation of the Lime Slurry Tank at the Waste to Energy Facility
Date:	May 14, 2018
Contact (email & phone):	David Paine, dpaine@spokanecity.org, 625-6878
City Council Sponsor:	
Executive Sponsor:	
Committee(s) Impacted:	Urban Experience and Public Infrastructure, Environment and Sustainability Committee
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	
Strategic Initiative:	Innovative Infrastructure –Sustainability of the WTEF Operation
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Council approval to proceed with a contract with Clearwater Construction to remove and install the lime slurry tank at the WTE Facility for $77,792.00.

Background/History:

The existing Lime Slurry Tank at the Waste to Energy Facility is over 25 years old; installed as part of the original construction. There have been only minor repairs made to the tank since that time. This tank is where the mixing of hydrated lime and water takes place to produce the slurry that is injected into the flue gas stream of the boiler, as part of the emission control system. The continued degradation of the lower section of the coated tank and the unknown condition of the tank base is requiring the tank to be replaced.

RFB # 4448-18 was released to solicit bids to remove the old tank and install the new tank, of which was bid under a separate RFB. As a result of the competitive bidding process (2) two responses were received with Clearwater Construction deemed to be the lowest responsible bidder. The cost for the removal and installation of the Lime Slurry Tank is $77,792.00 including taxes.

Executive Summary:

- Removal and installation of the Lime Slurry Tank at the WTE Facility.
- The tank is required as part of the facility's emission control system.
- Two competitive bids were received under RFB #4448-18.
- The lowest responsive bidder was Clearwater Construction of Spokane, WA.
- Total cost of the project is $77,792.00 including taxes.
- Fabrication of the tank was bid separately under RFB #4447-18.

Budget Impact:

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

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

If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

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

Specify changes required:
Known challenges/barriers:

City Clerk's No. _____

City of Spokane

PUBLIC WORKS CONTRACT

Title: **LIME SLURRY TANK REMOVAL AND INSTALLATION**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **CLEARWATER CONSTRUCTION & MANAGEMENT LLC**, whose address is 5711 West Garden Spring Road, Spokane, Washington 99224 as ("Contractor"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is **REMOVAL AND INSTALLATION OF THE LIME SLURRY TANK AT THE WTE**; and*

WHEREAS, the Contractor was selected through RFB No. 4448-18 issued by the City.

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

1. TERM OF CONTRACT.
The term of this Contract begins on May 1, 2018 and ends on December 31, 2018, unless amended by written agreement or terminated earlier under the provisions.

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

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Contract is described in Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled ***LIME SLURRY TANK REMOVAL AND INSTALLATION, RFB No. 4448-18.***

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

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **SEVENTY SEVEN THOUSAND SEVEN HUNDRED NINETY TWO AND NO/100 DOLLARS** (**$77,792.00**), including tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Director of Solid Waste Disposal, 2900 South Geiger Boulevard, Spokane, Washington 99224. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

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

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

8. FEES.
Reimbursement for the fees paid by the Contractor for the approval of "Statements of Intent to Pay Prevailing Wages" and certification of "Affidavits of Wages Paid" by the industrial statistician

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

9. STATE PREVAILING WAGES.

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

10. TAXES, FEES AND LICENSES.

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

11. CITY OF SPOKANE BUSINESS LICENSE.

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

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

13. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or

ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

14. INDEMNIFICATION.
The Contractor 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.

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

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

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

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

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

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

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

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

    b. A Washington Employment Security Department number, as required in Title 50 RCW;

    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

    d. An electrical contractor license, if required by Chapter 19.28 RCW;

    e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

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

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

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

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

24. MISCELLANEOUS PROVISIONS.

A. **Amendments/Modifications**: The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.

B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.

C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.

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

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

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

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

CLEARWATER CONSTRUCTION & MANAGEMENT LLC

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Contractor's General Scope of Work
Payment / Performance Bond
Exhibit B – Certification Regarding Debarment

18-081

PAYMENT / PERFORMANCE BOND

We, **CLEARWATER CONSTRUCTION & MANAGEMENT LLC**, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **SEVENTY SEVEN THOUSAND SEVEN HUNDRED NINETY TWO AND NO/100 DOLLARS ($77,792.00), including tax**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the ***LIME SLURRY TANK REMOVAL AND INSTALLATION, RFB No. 4448-18***. If the principal shall:

A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all federal, state and local laws and regulations; and

C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on _____.

CLEARWATER CONSTRUCTION & MANAGEMENT LLC,
AS PRINCIPAL

By: _____
Title: _____

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

_____
AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

_____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

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

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

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

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/9/2018
		Clerk's File #	OPR 2016-0674
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2010087
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 19362
Agenda Item Name	0370-TRINDERA CONTRACT AMENDMENT		

Agenda Wording

Contract Amendment adding additional work at a cost of $15,200.00. This amount brings the contract total from $52,017.50 to $67,200.00. The increase is due to additional design and construction support services requested by the City.

Summary (Background)

Additional works includes: Redesign the power conduit to consolidate the connections at the Kiosk; add a generator plug in to allow for temporary power to drain the tank in case of an outage; lighting re-design in the Plaza to support the landscaping and artwork; lighting design for a bike boulevard and dog park along Riverside Avenue; design for PLC controllers to allow for communication between the pumps that drain the tank and the flow regulator. The PLC will also allow future system

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 15,200.00	# 4250 43416 94000 56501 10024
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	FEIST, MARLENE	**Other**	PIES 5/21/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	Engineering Admin	
For the Mayor	DUNIVANT, TIMOTHY	dbuller@spokanecity.org	
Additional Approvals		ckinzer@spokanecity.org	
Purchasing		publicworksaccounting	
		mdoval@spokanecity.org	
		zmcmackin@trindera.com	

Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

optimization between the CSO 24 and CSO 26 tanks; construction support during installation of the added design items.

Fiscal Impact		Budget Account
Select	$	#
Select	$	#

Distribution List

Briefing Paper
PIES

Division & Department:	Engineering Services; Public Works
Subject:	Trindera Contract Increase – CSO 24 Electrical Engineering
Date:	May 21, 2018
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org, 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	CSO 24 is in the 6 Year Sewer Plan.
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of contract increase request.

Background/History:

- Trindera Engineering is under contract to perform the electrical design for CSO 24 (1st & Adams)
- The original contract was let in August 2016 for $30,000
- The contract was amended in July 2017 and $22,000 was added.

Executive Summary:

- As CSO 24 (1st & Adams) progresses to completion and the surface restoration improvements are in design, Trindera's assistance is required design for various lighting and power supply features required in the plaza atop CSO 24.
- Also included is construction phase assistance.
- The proposed contract increase is for $15,200, an amount for which council approval is required.

Budget Impact:

Approved in current year budget? ☒Yes ☐No ☐N/A
Annual/Reoccurring expenditure? ☐Yes ☒No ☐N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A
Requires change in current operations/policy? ☐Yes ☒No ☐N/A
Specify changes required:
Known challenges/barriers:

City Clerk's No.OPR 2016-0674
Engineering Project No. 2010087

City of Spokane

CONTRACT AMENDMENT WITH COSTS

CSO Basin 24 Control Facility

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and **TRINDERA ENGINEERING**, whose address is 1875 North Lakewood Drive Suite 201, Coeur d'Alene, Idaho 83814, as ("CONSULTANT"). Individually hereafter referenced as a "party", and together as the "parties"

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to ELECTRICAL DESIGN, BID PHASE AND CONSTRUCTION SUPPORT; and

WHEREAS, the City has requested additional design and construction support.

-- Now, Therefore, the parties agree as follows:

1. DOCUMENTS. The original Contract dated August 18, 2016, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This Contract Amendment shall become effective upon execution by all parties.

3. AMENDMENT. The Scope of Work in the original contract is expanded to include the following additional work:

Redesign the power conduit to consolidate the connections at the kiosk; add generator plug in to allow for temporary power to drain the tank in case of an outage; lighting re-design in the Plaza to support the landscaping and artwork; lighting design for a bike boulevard and dog park along Riverside Avenue; design for PLC controllers to allow for communication between the pumps that drain the tank and the flow regulator. The PLC will also allow future system optimization between the CSO 24 and CSO 26 tanks and construction support during installation of the added design items.

4. COMPENSATION. The City shall pay Consultant a maximum amount not to exceed **FIFTEEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS**, **($15,200.00)** for everything furnished and done under this Contract Amendment.

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

TRINDERA ENGINEERING	**CITY OF SPOKANE**
By _____	By _____
Signature Date	Signature Date
Zachary B McMackin, P.E.	David A Condon
Print Name	Print Name
Senior Electrical Engineer	Mayor
Title	Title
zmcmackin@trindera.com	
E-Mail Address	
Attest:	Approved as to form:
_____	_____
City Clerk Date	Assistant City Attorney

Attachments that are part of this Agreement:

Project Scope dated February 26, 2018

18-rrr

February 26, 2018

City of Spokane – Department of Engineering Services
808 W. Spokane Falls Blvd.
Spokane, WA 99201

Attention: Cindy Kinzer, P.E.

Subject: CSO 24

Dear Cindy:

In response to our recent conversation regarding the direction of your project, we are submitting this letter to clarify our understanding of project changes, and to identify the impact these changes will have on our estimated fees.

Trindera Engineering understands this change in project scope involves the following three categories:

1. Plaza kiosk and electrical room changes to account for electric power service to support the STA depot.

2. CTI vault secondary stormwater level detection.

3. Expanded plaza electrical design to traffic island north of Sprague Ave., in between Riverside Ave. and Adams St.

Trindera Engineering understands our scope of service for the additional work shall include the following tasks:

1. For category 1 above, revision to construction documents has already taken place and was captured with construction change document WCD #1 issued on 9/14/2017. Electric power delivery to support STA Depot electrical loads resulted in re-design of the plaza Kiosk, additional coordination with Avista, changes to ductbank trenching dimensions, and revisions to the electrical room equipment layout plan. **A request for equitable adjustment is being made for $3,300.**

2. For category 2 above, design criteria for lift pump on/off control were to be per wet well level detection and flow monitor #7. It was realized after bidset deliverables were issued that flow monitor #7 does not have the accuracy necessary to provide reliable stormwater level feedback for the CTI vault. CTI vault stormwater level detection is to now be derived primarily from the electroslide ultrasonic level transducer and secondarily from tuning fork level detection. Wet well lift pump control logic will need to be re-designed to capture this change in design criteria. **The fee estimate for this scope of work is $6,800.**

3. For category 3 above, the plaza space will now extend north to the traffic island as previously mentioned. The traffic island will require pedestrian lighting, convenience power, and irrigation control. This will require an update to the plaza electrical plans

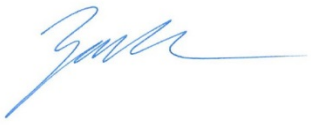
to capture conduit and wire design to support the aforementioned design features. **The fee estimate for this scope of work is $5,100.**

Authorization of additional scope will have the following impacts on our authorized fees as follows:

	Current Authorized Total	Amended Authorized Total
Design:	$35,298	No Change
Bid:	$3,610	No Change
Construction:	$13,028	$28,228
TOTAL:	**$52,000**	**$67,200**

After you have had a chance to review this proposal information, we would be happy to meet with you to discuss any questions, comments or concerns you may have. Please do not hesitate to contact me if you have any questions.

Sincerely,



Zach McMackin, P.E.
Trindera Engineering, Inc.

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/7/2018
		Clerk's File #	PRO 2017-0018
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2013133
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR #19349
Agenda Item Name	0370 MURRAYSMITH, INC. AMENDMENT WITH COST		

Agenda Wording

Contract Amendment with Costs to add supplementary construction management duties for an additional amount not to exceed $55,900.00

Summary (Background)

Due to the large volume of construction being overseen by Engineering Services'Construction Management office, we have selected design engineer MurraySmith to asssist in construction management for the project..

Fiscal Impact		Grant related? NO Public Works? YES	Budget Account
Expense	$ 55,900.00		# 4250 98818 94000 56501 15729
Select	$		#
Select	$		#
Select	$		#

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	FEIST, MARLENE	**Other**	F&A 5/21/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	mdoval@spokanecity.org	
Additional Approvals		kgoodman@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		publicworksaccounting@spokanecity.org	
		jgraff@spokanecity.org	

Briefing Paper
Finance & Administration

Division & Department:	Public Works, Engineering
Subject:	Project 2016133 - Central Ave. Well #2 Construction Management
Date:	5-21-18
Contact (email & phone):	Dan Buller (dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year water plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract

Background/History:

- Central Ave. Well #2 was bid in late 2017 and awarded in January this year.
- The project replaces the existing 50+ year old submersible motor, pumps and below ground vault with an above ground building and vertical turbine line shaft pumps.

Executive Summary:

- Due to the large volume of construction being overseen by Engineering Services' Construction Management office, we propose to hire the design engineer for the project, MurraySmith, to assist in construction management for the project.
- The proposed budget for these services is $61,500 which would be paid by water dept funds.

Budget Impact:

Approved in current year budget? ☒Yes ☐No ☐N/A
Annual/Reoccurring expenditure? ☐Yes ☒No ☐N/A
If new, specify funding source:
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:

Consistent with current operations/policy? ☒Yes ☐No ☐N/A
Requires change in current operations/policy? ☐Yes ☒No ☐N/A
Specify changes required:
Known challenges/barriers:

Central Ave. Well Station Upgrade
Well #1 (2017 project)
New pump house here (Well #2)
N Normandie St
W Central Ave
Enlarged Area
Frances
W Decatur Ave
W Dalke Ave
N Ash St
N Maple St
W Rowan Ave
W Joseph Ave
W Columbia Ave
W Nebraska Ave
W Queen Ave
W Walbash Ave
W Heroy Ave
W Longfellow Ave
W LaCrosse Ave
W Walton Ave
Wellesley
N Wall St
N Division St
E Queen Av
Franklin Park Commons
Franklin Sports Complex
Franklin Park
Northtown Mall
B.A. Clark Park

City Clerk's No.PRO 2017-0018
Engineering Project No. 2016133

City of Spokane

CONTRACT AMENDMENT #2 WITH COSTS

Central Avenue Well #2
Rehabilitation

THIS CONTRACT AMENDMENT is between the CITY OF SPOKANE, a Washington State municipal corporation, as ("City"), and MURRAYSMITH, INC., whose address is 421 West Riverside Avenue, Suite 762, Spokane, Washington 99201, as ("Consultant"). Individually hereafter referenced as a "party", and together as the "parties"

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to ***assist the City in planning the replacement of one of the two well pumps at the Central Avenue site***; and

WHEREAS, additional work has been requested, thus the original Contract needs to be formally amended by this written document.

-- Now, Therefore, the parties agree as follows:

1. DOCUMENTS. The original Contract dated June 5, 2017, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE. This Contract Amendment shall become effective upon execution.

3. AMENDMENT. Contract is being amended to add the following:

Expanding construction management services to include but is not limited to, project management coordination; change orders; site visits; and coordination of building permit and special inspections.

4. COMPENSATION. The City shall pay Consultant a maximum amount not to exceed FIFTY FIVE THOUSAND NINE HUNDRED AND NO/100 DOLLARS, ($55,900.00) for everything furnished and done under this Contract Amendment.

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

MURRAYSMITH, INC.	**CITY OF SPOKANE**
By _____	By _____
Signature Date	Signature Date
Joseph Foote	David Condon
Print Name	Print Name
Senior Engineer	Mayor
Title	Title
Joe.foote@murraysmith.us	
E-Mail Address	
Attest:	Approved as to form:
_____	_____
City Clerk	Assistant City Attorney

Attachments that are part of this Agreement:

Original Scope of work Document – Exhibit A
Additional Scope of Work Document – Exhibit B
Proposed Amended Scope and fee document – Exhibit C

18-fip

MURRAYSMITH, INC.
PROPOSED SCOPE AND FEE FOR
THE CENTRAL AVENUE WELL #2 PUMP STATION REPLACEMENT PROJECT
FOR
CITY OF SPOKANE

Murraysmith, Inc. has developed the following scope of work for engineering services for the Central Avenue Well #2 Pump Station Replacement project. This scope of services has been developed based on the design services provided by Murraysmith for the Central Avenue Well #1 Pump Station Replacement project, which includes review of the current design documents, existing facility documents, and discussion with City of Spokane (City) staff.

PROJECT BACKGROUND AND ASSUMPTIONS

The Central Avenue Well #1 Pump Station Replacement (Well #1) project construction is nearly completion and the City's Water Department is planning the replacement of the second of the two well pump stations at the Central Avenue site. Each well pump station consists of a hand dug 8-foot diameter caisson type well, approximately 270 feet deep. Currently Well #2 has two submersible pumps installed, each with a capacity of 4,200 gpm at 355 feet total dynamic head (TDH). The piping and associated valves for each well are in a below ground concrete vault. The electrical and chlorine disinfection equipment for each pump station are in a separate existing above ground building. The electrical equipment was partially replaced as part of the Well #1 project and additional electrical system improvements to be installed as part of this project.

The Central Avenue Well #2 Pump Station Replacement project is a similar facility upgrade to Well #1 project, which includes relocation of the well discharge head to above ground in a new concrete masonry unit (CMU) building. The approximate dimensions of the building will be 16 feet wide by 30 feet long and with 10-foot high walls. The existing submersible pumps will be replaced with a new vertical lineshaft turbine pump that has an approximate capacity of 8,000 gpm. The project will address setback and building height considerations per approach for Well #1 to successfully permit the building in a residential neighborhood.

For the development of this scope of services, and the associated fee estimate, the following project assumptions are defined:

- Anticipate Notice to Proceed (NTP) on June 5, 2017.
- Project design duration approximately 2.5 months, with planned bid dated in early August 2017.
- The City's previous site survey for Well #1 will be used, including the adjacent street and ally.

- The Well #1 project architectural, structural, and mechanical drawings and specifications will be similar for those used for the Central Avenue Well #2 Pump Station Replacement project where practical.
- Extensive updates to the Well #1 project drawings are planned for only the civil site plan and piping drawings.
- No structural issues are assumed for the Well #2 caisson and vault structure similar to Well #1.
- The City's arborist will assess the protection and health of existing trees on site.
- The City will lead permitting, environmental review and public meetings and assumed no revisions through the review process based on approval of Well #1.
- The City has completed the SEPA process with a final determination of non-significance (DNS) for the project.
- With limited increase in impervious area on the site, which is a non-pollution generating surface, a site drainage report will not be required for the drainage design.
- Development of a screen and buffering landscape will be included as part of this project scope of services similar to the Well #1 project.
- The well pump and motor selection and specification will be completed under a separate contract with the City. This includes hydraulic analysis of the discharge piping and water distribution system.
- A new discharge flow meter will be installed as part of this project, before the connection to the transmission main in N Normandie St.
- Pressure valve waste line will be directed by gravity down N Normandie St to the existing 24-inch storm drain pipeline in W Central Avenue.
- The existing disinfection system will not be updated as part of this project.

SCOPE OF WORK

The work shall be completed by tasks outlined as follows:

Task 1 – Project Management

Under this task, Murraysmith will manage all aspects of the project scope, schedule and budget. Project management services include:

1.1 Staff and Subconsultant Management
1.2 Budget and Schedule Management

Deliverables:

- Monthly progress reports, invoices and schedule updates.

Task 2 – Site Investigation and Structural Assessment

Under this task, the project team will kick-off the project, investigate the existing well station vault and site, and note any dimensional or configuration variations from existing conditions at Well #1.

2.1 – Project Kick-off Meeting

A kick-off meeting will be planned at the beginning of the project to cover the City's key objectives and review lessons learned from design and construction of the previously replaced Well #1 project. Any additional data requests will be discussed as part of this meeting. A meeting agenda and summary will be provided.

2.2 – Site Visit and Data Collection

Murraysmith's team will make a site visit review the site and to confirm and visually assess existing concrete structure. Noting any dimensional or configuration variations from existing conditions at Well #1. It assumed that all pertinent data associated with the existing well station, including past reports, studies, facility design drawings, and new site survey information is already available through the Well #1 project.

2.3 – Site Geotechnical Investigation

Central Avenue Well #2 Pump Station will be replaced in a similar way to the Well #1 project. Well #2 is on the same parcel, but is located on the opposite side in the northeast portion site. It is understood that the caisson and vault are of similar size and depth. The existing geotechnical borings are relevant due to their proximity, so additional deep borings are not anticipated to be required. A small amount of additional field exploration is proposed, using light-weight dynamic cone penetrometer (DCP) equipment to probe the conditions in the upper 5 to 10 feet of the surface, where most of the existing fill is likely present and where loose soil at the surface would be most likely to impact the construction work. In particular, existing fill is likely to be associated with construction of the existing vault. The two DCP tests will be conducted at opposite corners of the vault. The results of DCP tests will be presented in plots of those values versus depth. An interpretation of those tests and description of their relevance to the proposed design in a memorandum, referencing the original geotechnical report.

2.4 – Structural Assessment

Portions of the existing vault, which include the concrete pump pad, concrete floor, and lower vault room level will be visually assessed to determine structural integrity. This is to confirm approach for extending the pump pedestal to the ground surface and the ability of the existing structure to support new well station structure. This is a visual assessment of the vault and full depth of existing brick caisson and will not include destructive testing. A summary of the of the visual assessment will prepared presenting conclusions and recommendations.

Deliverables:

- Project kick-off meeting agenda and minute, draft and final

- Draft and final geotechnical report
- Draft and final letter report presenting structural assessment conclusions and recommendations for inclusion into final design

Task 3 – Permitting

Murraysmith will provide assistance to the City in obtaining the building permits and approvals for the project as required. As part of this task, Murraysmith will assist the City with coordinating with the Design Review Board (DRB) review. It is anticipated that all permit and approval fees will be paid by the City. The Project Report will be developed by the City with assistance from Murraysmith and submitted by the City to Washington State Department of Health for review and approval.

3.1 – Project Report Assistance

To meet the requirements of the State of Washington Administrative Code (WAC), the City will prepare and submit a Project Report for the new well station as required by WAC 246-290-130. The Murraysmith will provide design information as required to complete the Project Report.

3.2 – Building Permit

It is anticipated that the City will secure the building permits (building, electrical, plumbing, mechanical, etc.). Murraysmith will assist the City in coordinating the necessary resources and information for the building permit approval requirements and DRB review. These include structural calculations, NREC review form, and pump station rendering. Murraysmith will attend the Intake Meeting with the City at the Planning and Development Department at the completion of the 90% Design Submittal.

Deliverables:

- Partially complete Commercial/Industrial/Multi-Family Building & Parking Lot Permit Application for City completion
- Submit up to three (3) stamped and signed design drawings
- NREC Code Form
- Signed structural calculations
- One pump station building rendering

Task 4 – Final Design and Contract Documents

This task will produce final plans and specifications for the new pump station improvements using the Well #1 project contract documents as a basis. Addenda, change orders, and clarifications during construction from the Well #1 project will be incorporated. Plans and specifications will be presented at the 90% and 100% completion level for technical review by the City. Final (100%) bid-ready plans and specifications will incorporate all prior review comments and will be suitable for bidding.

Murraysmith will use the Well #1 project standard construction contract and front end administration specifications, with the City's standard special provisions being used as the basis for the technical specifications with, Murraysmith's technical Construction Specification Institute (CSI) specifications integrated as technical specifications for more specialized project elements of the project. The electrical design will be completed by the City's electrical design consultant. Murraysmith will coordinate directly with the electrical designer during the design process. Murraysmith will incorporate the electrical design consultant's drawings and specifications into the contract documents.

The pump station facility conceptual design developed in the previous tasks will be further refined to develop the final design plan set. The plan set is anticipated to include the following 24 sheets, which will be ARCH D (24x36):

- G-1 Cover sheet
- G-2 Symbols, Legend, and Abbreviations
- C-1 Existing Site Plan, Site Demolition and Staging Areas
- C-2 Existing Vault Demolition Plan and Section
- C-3 Existing Well Demolition Section
- C-4 Site Plan
- C-5 Site Piping and Water Pipe Profile
- C-6 Well Profile
- C-7 Civil Details - 1
- C-8 Civil Details - 2
- A-1 Architectural Plans
- A-2 Exterior Elevations
- A-3 Architectural Sections
- A-4 Architectural Details
- S-1 General Structural Notes, Abbreviations and Legend
- S-2 Typical Details
- S-3 Foundations Plan and Details
- S-4 Roof Framing Plan and Details
- S-5 Sections and Details
- M-1 Mechanical Piping/Plumbing Plan and Section
- M-2 HVAC Plan and Schedule
- M-3 Mechanical Details – 1
- L-1 Landscape Plan
- L-2 Landscape Details

The following defines the effort for each of the packages:

4.1 - 90% Plans and Contract Documents

The Well #1 project design drawings will be revised and further developed to incorporate addenda, change orders and clarifications during construction to a 90% completion level. Submit 90% packages for City review and conduct a 90% review meeting with staff to review submittals and receive comments.

4.2 - 100% Plans and Contract Documents

The 90% design packages will be revised and further developed to incorporate comments from the City's review of the 90% submittals to produce the plans and contract documents to a 100% completion level for both the pump station improvements projects.

4.3 - Opinion of Construction Cost

Prepare engineer's opinion of probable construction cost at each submittal milestone (90% and 100%). The 90% and final (100%) Engineer's Opinion of Cost will be formatted to reflect the corresponding bid items in the bid schedules of the Bidding/Contract Documents.

4.4 – Final Design Review

Plans, specifications, and will be submitted to the City for review at the 90% design package. Meet with the City to receive and review comments. Comments received will be incorporated into subsequent design submittals in the final design phase of the project.

Deliverables:

- Submit up to five (5) sets of the 90% complete final plans and specifications to the City for distribution to project participants for review.
- Submit one (1) 100% final reproducible set of the contract documents (specifications, 11x17 drawings on bond and 24x36 on Mylar).
- Submit the 90% and 100% engineer's opinion of cost.

Task 5 – Bidding Assistance

This task provides assistance to the City during the bidding through contract award phase of this project.

5.1 – Assistance with Bidding

Under this subtask Murraysmith will provide on-call support during bidding of the project as requested by the City. On-call support bidding activities are anticipated to include answering bidding questions and issuing addenda based on the following assumptions:

- The City will coordinate the reproduction of the final contract documents to be bid.
- The City will distribute the contract documents to prospective bidders, subcontractors, equipment suppliers and other vendors upon request.

- The City will maintain a list of plan holders.
- The City will collect bidders' questions, coordinating and providing responses and addenda as necessary.
- Murraysmith will maintain a written record of any communications regarding any questions.
- Murraysmith will assist the City in the issuance of addenda as necessary to clarify the contract documents. It is anticipated that two (2) addenda will be issued.
- The City will coordinate the pre-bid meeting with assistance from Murraysmith.
- Murraysmith will evaluate bids using City criteria summarized in a checklist the City will provide and recommend successful bidder to the City's project manager.

Murraysmith has included an estimated budget of $5,000 for this task, based on Murraysmith's Schedule of Charges. If additional effort is requested, Murraysmith will proceed with the work only upon authorization by the City.

Task 6 – Construction Services

Not included as part of this scope of services and will be contracted later.

PROPOSED PROJECT FEE

Murraysmith will perform this work on a time and expenses basis with a total not to exceed amount of $63,500 for Tasks 1 through 6 in accordance with the firm's current standard rate schedule.

Project expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Outside technical, professional and other services will be invoiced at actual cost plus 4 percent to cover administration and overhead. The table below presents a breakdown of the proposed fee estimate.

Task	Budget
Task 1 – Project Management	$ 4,450
Task 2 – Site Investigation and Structural Assessment	$ 5,650
Task 3 – Permitting and Public Meeting	$ 6,600
Task 4 – Final Design and Contract Documents	$ 41,800
Task 5 – Bidding Assistance	$ 5,000
Total Fee Estimate	**$ 63,500**

PROPOSED PROJECT SCHEDULE

It is anticipated that this work be completed within three (3) months of receiving Notice to Proceed, barring any significant delays by other parties. Design services to be complete by August 4, 2017, bidding services to be complete by August 31, 2017 and construction services will be complete by December 31, 2018.

MURRAYSMITH, INC.
PROPOSED AMMENDED SCOPE AND FEE FOR
THE CENTRAL AVENUE WELL #2 PUMP STATION REPLACEMENT PROJECT
FOR
CITY OF SPOKANE

Murraysmith, Inc. has developed the following scope of work amendment for construction engineering services for the Central Avenue Well #2 Pump Station Replacement project. This scope of services has been developed based on the design services provided by Murraysmith for the Central Avenue Well #2 Pump Station Replacement project.

PROJECT BACKGROUND AND ASSUMPTIONS

The Central Avenue Well #1 Pump Station Replacement (Well #1) project construction is nearly completion and the City's Water Department is planning the replacement of the second of the two well pump stations at the Central Avenue site. Each well pump station consists of a hand dug 8-foot diameter caisson type well, approximately 270 feet deep. Currently Well #2 has two submersible pumps installed, each with a capacity of 4,200 gpm at 355 feet total dynamic head (TDH). The piping and associated valves for each well are in a below ground concrete vault. The electrical and chlorine disinfection equipment for each pump station are in a separate existing above ground building. The electrical equipment was partially replaced as part of the Well #1 project and additional electrical system improvements to be installed as part of this project.

The Central Avenue Well #2 Pump Station Replacement project is a similar facility upgrade to Well #1 project, which includes relocation of the well discharge head to above ground in a new concrete masonry unit (CMU) building. The approximate dimensions of the building will be 16 feet wide by 30 feet long and with 10-foot high walls. The existing submersible pumps will be replaced with a new vertical lineshaft turbine pump that has an approximate capacity of 8,000 gpm. The project will address setback and building height considerations per approach for Well #1 to successfully permit the building in a residential neighborhood.

For the development of this amended scope of services, and the associated fee estimate, the following project assumptions are defined:

- Anticipate construction Notice to Proceed (NTP) by end of January 2018.
- Project construction duration approximately 6 months.
- Construction management and field inspection services performed by the City.

SCOPE OF WORK

The following scope identifies the amended tasks Murraysmith agrees to furnish the City related to Central Avenue Well #2 Pump Station Replacement Project. These amended services are categorized in the following project task:

Task 6 – Construction Services

The City will lead construction management activities, performing field inspection, administration, and startup activities for the project. As requested, Murraysmith will support the City's construction engineering services. On call activities are anticipated to include review and make recommendation for approval of shop drawings and submittals, samples and other data. Additional on-call support activities may include the interpretation and clarification of the contract documents, assistance in preparing work change directives, change orders, and site visits.

PROPOSED PROJECT FEE

Murraysmith will perform this work on a time and expenses basis with a total not to exceed amount of $25,000 for Task 6 in accordance with the current standard rate schedule defined in the agreement. Total project amended fee is $88,500. If additional effort is requested, Murraysmith will proceed with the work only upon authorization by the City.

Project expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Outside technical, professional and other services will be invoiced at actual cost plus 4 percent to cover administration and overhead.

PROPOSED PROJECT SCHEDULE

It is anticipated that construction services will be complete by December 31, 2018.

Exhibit C

PROPOSED AMMENDED SCOPE AND FEE
THE CENTRAL AVENUE WELL #2 PUMP STATION REPLACEMENT PROJECT
CITY OF SPOKANE

Murraysmith, Inc. has developed the following scope of work amendment for construction management services for the Central Avenue Well #2 Pump Station Replacement project. This scope of services has been developed based on the design services provided by Murraysmith for the Central Avenue Well #2 Pump Station Replacement project.

Scope Amendment Assumptions

For the development of this amended scope of services, and the associated fee estimate, the following project assumptions are defined:

- Construction Notice to Proceed (NTP), April 23, 2018.
- Construction contract duration 90 days with an anticipated construction management activities duration of approximately 6 months.
- Field inspection services will be performed by the City, which includes development of Inspector Daily Reports (IDRs).
- The City's Construction Management Department will process pay applications based on Quantity Sheet provided by Murraysmith at the end of each month.
- The City will maintain the Weekly Working Day Summary with input from Murraysmith.
- Special inspection services provided by Budinger & Associates.
- Building inspection provided by the City's Business & Development Division.
- This scope of services will supplement the previous construction services on call contract amendment.

Scope of Work

The following scope identifies the amended tasks Murraysmith agrees to furnish the City related to Central Avenue Well #2 Pump Station Replacement Project. These amended services are categorized in the following amended project tasks:

Task 6 Construction Services

Murraysmith will provide construction management services to support the City during construction of the well station replacement project. These services will be provided from the NTP of the construction contract until the final acceptance of the project, which is anticipated to be a 6-month duration. The City will lead field inspection activities and startup activities for the project. Additionally, the City will provide administration activities, which includes maintaining documentation of IDRs, working days report, and pay application processing. Murraysmith along with its team members will assist the City during construction and will provide the following services.

6.1 Construction Project Management and Coordination

Murraysmith will act as the City's representative and manage construction services for the project and will be the primary point of contact for the prime contractor on all construction related issues and tasks. Murraysmith will coordinate all inspections required, which is anticipated to include City Water inspections, City Public Works inspections, Building Department inspections, and Special Inspections by Budinger & Associates. The level of effort anticipated for this subtask is 24 hours per month for the duration of the construction.

6.2 Project Meetings

- ***Pre-Construction Conference Meetings*** – Completed February 1, 2018 by the City.

- ***Progress Meetings*** – Conduct construction progress meetings at a location to be determined, approximately once per week as the work permits, throughout the duration of active construction, which is an anticipated duration of 4 months. The purpose of these progress meetings is to identify potential field problems and other issues regarding the project, as well as to review the project progress versus the project schedule. Up to 16 progress meetings are anticipated with an estimated of 4 hours of activity required per meeting.

6.3 Document Reviews

Review of construction submittals and shop drawings for conformance with project documents, as well as providing design clarifications are included in the previous contract amendment and no additional budget has been included in this scope of services. The following are additional documents requiring coordination during the duration of the construction.

- ***RFI Reviews and Responses*** – Provide assistance in coordination and responding to requests for information (RFI). It is anticipated that there will be no more than 15 RFIs and 4 hours per RFI is estimated to respond and maintain an up to date log.

- ***Pay Request Reviews*** – Review applications for payment with contractor for compliance with the established procedure in the Contract Documents and forward with

recommendations to the City, noting particularly the relationship of the payment requested relative to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated in the work. It is anticipated that there will be 6 pay requests, 4 hours per pay request is estimated.

6.4 Change Order Requests

Provide services related to the review and development of change orders as directed by the City and/or contractor. These include preparation of Field Orders and Work Change Directives, development of change order proposal description and justification documentation, assistance with negotiation of the change with the Contractor, making recommendations to the City regarding any change orders, and processing the formal change order documents. It is anticipated that there will be no more than 3 change orders, 6 hours per change order is estimated.

6.5 Site Visits

Periodic visits to the site will be conducted as warranted by the progression of work or as requested by the City's inspector. This will include site visits by subconsultants as necessary to observe specific elements of the work. Site visits will be coordinated with progress meetings to the greatest extent possible to take advantage of team member time and efficiencies. It is anticipated that there will be 4 site visits at 2 hours each beyond the planned progress meetings.

6.6 Building Permit and Special Inspections

Murraysmith will coordinate with the City's building inspection for required building permit inspections. Additionally, Murraysmith will coordinate with independent testing laboratory (Budinger & Associates) to perform the special inspection services identified in the project Contract Documents. The City will contract directly with Budinger & Associates for these services. Estimated level of effort is 20 hours.

6.7 Pump Station Startup

The City's operations staff will lead the start of the pump station with support from Murraysmith. This effort will be coordinated with the contractor and the City's electrical consultant, who is responsible for the instrumentation and control design aspects of the pump station. Murraysmith will observe and provide technical assistance as requested during the startup and functional testing of the station. Estimated level of effort is 24 hours.

6.8 Operations and Maintenance Manual

Work under this subtask will include reviewing operations and maintenance manuals submitted by the contractor in conformance with the Contract Documents. These manuals will include manufacturers' literature identifying all installation, operation, maintenance, handling, storage, assembly and other pertinent equipment information for all equipment, systems, subsystems,

appliances, materials, finishes and other material furnished and/or installed on the project. Estimated level of effort is 16 hours.

6.9 Project Close-Out

- ***Issuance of Substantial Completion*** - Assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- ***Punch List Preparation*** - Participate in a visit to the project in the company of the contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- ***Final Completion*** - Determine if items on the final list have been completed or corrected and make recommendations to the City concerning acceptance.
- ***Record Drawings*** - Prepare record drawings based on information provided by contractor and City inspector. One (1) hard copy of the record drawings will be developed and one (1) copy in digital PDF format on CD-ROM with redline markups of noted field changes.

Proposed Project Fee

Murraysmith will perform this work on a time and expenses basis with a total not to exceed amount of $55,900 for Task 6 in accordance with the current standard rate schedule defined in the agreement. Total project amended fee is $144,400. If additional effort is requested, Murraysmith will proceed with the work only upon authorization by the City.

Project expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Outside technical, professional and other services will be invoiced at actual cost plus 4 percent to cover administration and overhead.

Proposed Project Schedule

It is anticipated that construction services will be complete by December 31, 2018.

Personnel:

Labor will be invoiced by staff classification at the following hourly rates, which are valid from June 1, 2017 to December 31, 2018. After this period, the rates are subject to adjustment.

Principal Engineer IV	$213.00
Principal Engineer III	$204.00
Principal Engineer II	$197.00
Principal Engineer I	$186.00
Professional Engineer IX	$172.00
Professional Engineer VIII	$156.00
Professional Engineer VII	$151.00
Professional Engineer VI	$141.00
Professional Engineer V	$126.00
Professional Engineer IV	$120.00
Professional Engineer III	$114.00
Engineering Designer III	$112.00
Engineering Designer II	$101.00
Engineering Designer I	$92.00
Technicians IV	$123.00
Technicians III	$109.00
Technicians II	$91.00
Technicians I	$81.00
Administrative III	$94.00
Administrative II	$78.00
Administrative I	$54.00

Project Expenses:

Expenses incurred in-house that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost plus 4 percent to cover administration and overhead.

CENTRAL AVENUE WELL #2 PUMP STATION REPLACEMENT AMENDMENT
CITY OF SPOKANE
SCOPE OF WORK AND FEE CALCULATION

									ESTIMATED FEES					
	Principal Engineer IV $213.00	Professional Engineer IX $172.00	Professional Engineer VI $141.00	Professional Engineer V $126	Engineering Designer II $101.00	Technician IV $123.00	Administrative I $54.00	Hours	Labor	LSB	ZBA	SPVV	Expenses	Total
Task 6 - Construction Services								0	$ -				$ -	$ -
Task 6.1 - Construction Project Management and Coordination	8	48			80		8	144	$ 18,472				$ -	$ 18,472
Task 6.2 - Project Meetings		24			40			64	$ 8,168				$ 100	$ 8,268
Task 6.3 - Document Reviews		24		12	44		4	84	$ 10,300				$ -	$ 10,300
Task 6.4 - Change Order Requests		8		2	8			18	$ 2,436				$ -	$ 2,436
Task 6.5 - Site Visits		4			4			8	$ 1,092	$ 1,000	$ 1,000	$ 500	$ 50	$ 3,642
Task 6.6 - Building Permit and Special Inspections		4			16			20	$ 2,304				$ -	$ 2,304
Task 6.7 - Project Startup		16			8			24	$ 3,560				$ -	$ 3,560
Task 6.8 - Oprations and Maintenance Manual		4		4	8			16	$ 2,000				$ -	$ 2,000
Task 6.9 - Project Closeout		12		4	16	4	4	40	$ 4,892				$ 26	$ 4,918
Task 6 Subtotal	**8**	**144**	**0**	**22**	**224**	**4**	**16**	**418**	**$ 53,224**	**$ 1,000**	**$ 1,000**	**$ 500**	**$ 176**	**$ 55,900**
TOTAL - ALL TASKS	***8***	***144***	***0***	***22***	***224***	***4***	***16***	***418***	***$ 53,224***	***$ 1,000***	***$ 1,000***	***$ 500***	***$ 176***	***$ 55,900***

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/8/2018
		Clerk's File #	OPR 2018-0320
		Renews #	
Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	DAN BULLER 625-6391	Project #	2014040
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0370 - LOW BID AWARD - TO BE DETERMINED AT BID OPENING 5/14/18		

Agenda Wording

Low Bid of T. LaRiviere Equipment & Excavation, Inc. (Athol, ID) for Sharp Avenue Stormwater Improvements - $3,262,453.50 plus tax. An administrative reserve of $326,245.35 plus tax, which is 10% of the contract price, will be set aside. (Logan Neighborhood Council)

Summary (Background)

On May 14, 2018 bids were opened for the above project. The low bid was from T. LaRiviere Equipment & Excavation, Inc., in the amount of $3,262,453.50, which is $169,405.50 or 5% under the Engineer's Estimate; two other bids were received as follows: Red Diamond Construction, Inc. - $3,455,854.75; and Murphy Brothers - $3,825,000.00.

Fiscal Impact	Grant related? YES Public Works? YES	Budget Account
Expense	$ 2,267,412.74	# 4250 98817 94000 56501 14328
Expense	$ 507,047.45	# 4250 43354 94000 56501 14328
Expense	$ 349,293.10	# 3200 95131 95300 56501 99999
Expense	$ 501,595.83	# 4250 42300 94000 56501 14328

Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	**Study Session**	
Division Director	FEIST, MARLENE	**Other**	PS&H 5/7/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	eraea@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	kgoodman@spokanecity.org	
Additional Approvals		mdoval@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
GRANTS &	STOPHER, SALLY	publicworksaccounting@spokanecity.org	

Briefing Paper
Public Safety & Health

Division & Department:	Public Works, Engineering
Subject:	Engineering Project No. 2014040 - Sharp Avenue Stormwater Improvements
Date:	May 7, 2018
Contact (email & phone):	Dan Buller(dbuller@spokanecity.org 625-6391)
City Council Sponsor:	
Executive Sponsor:	Scott Simmons
Committee(s) Impacted:	PIES
Type of Agenda item:	☒ Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year sewer plan
Strategic Initiative:	Innovative Infrastructure
Deadline:	
Outcome: (deliverables, delivery duties, milestones to meet)	Approval of construction contract

Background/History:

- The project purpose is to substantially reduce stormwater discharges to the Spokane River

Executive Summary:

- This project includes a full rebuild of the pavement on Sharp Ave. from Lidgerwood St. to Hamilton St. Along with rebuilding the roadway it will construct stormwater treatment and infiltration facilities using permeable pavements and center median swales.
- Permeable pavement types will include both porous asphalt and pervious concrete to test treatment capabilities, durability and maintenance requirements.
- The lanes will be reconfigured from 4 lanes with parking to 2 lanes with bike lanes and parking.
- The project also includes replacing a 10” water main with a 12” main from Lidgerwood St. to Hamilton St.
- Because this project has a lengthy construction window, we would like to get it started ASAP and so will include a blank advanced agenda item on the same day the project opens.

Budget Impact:

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

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

If new, specify funding source:

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

Operations Impact:

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

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

Specify changes required:

Known challenges/barriers:

E Mission Ave
E Mission Ave
E Sinto Ave
E Sinto Ave
E Sharp Ave
E Sharp Ave
E Boone Ave
E Boone Ave
E Boone Ave
E Desmet Ave
E Desmet Ave
E Cataldo Ave
N Lidgerwood St
N Astor St
N Dakota St
N Columbus St
N Superior St
N Pearl St
N Ruby St
N Hamilton St
N Cincinnati St
N Columbus St
N Superior St
Upper Kennedy Dr
E Lower Kennedy Dr
River Walk Loop Trl
Spokane River Centennial Trl
E Springfield Ave
2

City Of Spokane

Engineering Services Department

* * * Bid Tabulation * * *

Project Number: 2014040
Project Description Sharp Avenue Stormwater Improvements
Funding Source State
Preparer Jonathan Adams
Original Date 4/15/2018 9:00:31 AM
Update Date 5/14/2018 1:46:35 PM
Addendum

Project Number: 2014040			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Red Diamond Construction Inc		Murphy Brothers Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	Schedule Description: Stormwater & Street		Tax Classification: Sales tax shall be included in unit prices							
101	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
102	SPCC PLAN	1 LS	* * * * * *	1,000.00	* * * * * *	1,100.00	* * * * * *	3,000.00	* * * * * *	1,000.00
103	POTHOLING	8 EA	400.00	3,200.00	470.00	3,760.00	400.00	3,200.00	300.00	2,400.00
104	PUBLIC LIAISON REPRESENTATIVE	1 LS	* * * * * *	2,000.00	* * * * * *	22,500.00	* * * * * *	21,000.00	* * * * * *	11,000.00
105	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	600.00	3,600.00	230.00	1,380.00	250.00	1,500.00	300.00	1,800.00
106	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	* * * * * *	1,200.00	* * * * * *	4,800.00	* * * * * *	4,600.00	* * * * * *	5,000.00
107	MOBILIZATION	1 LS	* * * * * *	245,000.00	* * * * * *	176,000.00	* * * * * *	344,000.00	* * * * * *	314,437.75
108	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	* * * * * *	90,000.00	* * * * * *	94,000.00	* * * * * *	24,000.00	* * * * * *	95,000.00
109	SPECIAL SIGNS	138 SF	20.00	2,760.00	15.00	2,070.00	18.00	2,484.00	16.00	2,208.00
110	SEQUENTIAL ARROW SIGN	3300 HR	5.00	16,500.00	1.50	4,950.00	3.25	10,725.00	1.50	4,950.00
111	PORTABLE CHANGEABLE MESSAGE SIGN	700 HR	7.00	4,900.00	5.50	3,850.00	9.00	6,300.00	2.50	1,750.00
112	TYPE III BARRICADE	27 EA	50.00	1,350.00	45.00	1,215.00	60.00	1,620.00	46.00	1,242.00
113	MATERIAL ON HAND, TREE PROTECTION	1 LS	* * * * * *	2,000.00	* * * * * *	570.00	* * * * * *	800.00	* * * * * *	600.00
114	AIR OR HYDRO EVACUATION	43 EA	70.00	3,010.00	650.00	27,950.00	575.00	24,725.00	605.00	26,015.00

Project Number: 2014040			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Red Diamond Construction Inc		Murphy Brothers Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	**Schedule Description** Stormwater & Street		**Tax Classification** Sales tax shall be included in unit prices							
115	TREE PROTECTION ZONE	75 EA	400.00	30,000.00	230.00	17,250.00	200.00	15,000.00	210.00	15,750.00
116	REMOVE TREE, CLASS I	25 EA	250.00	6,250.00	330.00	8,250.00	320.00	8,000.00	305.00	7,625.00
117	REMOVE TREE, CLASS II	9 EA	275.00	2,475.00	820.00	7,380.00	840.00	7,560.00	756.00	6,804.00
118	REMOVE TREE, CLASS III	1 EA	5,000.00	5,000.00	3,300.00	3,300.00	3,500.00	3,500.00	3,024.00	3,024.00
119	TREE PRUNING	56 EA	200.00	11,200.00	200.00	11,200.00	200.00	11,200.00	190.00	10,640.00
120	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	* * * * * *	5,000.00	* * * * * *	9,300.00	* * * * * *	20,000.00	* * * * * *	29,000.00
121	REMOVE EXISTING CURB	4325 LF	11.00	47,575.00	6.00	25,950.00	11.00	47,575.00	7.75	33,518.75
122	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	650 SY	14.00	9,100.00	9.50	6,175.00	14.00	9,100.00	13.00	8,450.00
123	REMOVE MANHOLE, CATCH BASIN OR DRYWELL	12 EA	600.00	7,200.00	1,000.00	12,000.00	525.00	6,300.00	625.00	7,500.00
124	REMOVE EXISTING <12 IN. DIAMETER PIPE	540 LF	10.00	5,400.00	6.50	3,510.00	12.00	6,480.00	9.00	4,860.00
125	SAWCUTTING CURB	30 EA	30.00	900.00	28.00	840.00	50.00	1,500.00	35.00	1,050.00
126	SAWCUTTING RIGID PAVEMENT	1200 LFI	1.00	1,200.00	1.50	1,800.00	1.35	1,620.00	1.25	1,500.00
127	SAWCUTTING FLEXIBLE PAVEMENT	13000 LFI	0.50	6,500.00	1.00	13,000.00	0.85	11,050.00	0.40	5,200.00
128	REMOVE AND DISPOSE OF TROLLEY RAILS	160 LF	15.00	2,400.00	16.00	2,560.00	30.00	4,800.00	10.00	1,600.00
129	ROADWAY EXCAVATION INCL. HAUL	13105 CY	25.00	327,625.00	12.00	157,260.00	18.00	235,890.00	28.00	366,940.00
130	REMOVE UNSUITABLE FOUNDATION MATERIAL	1500 CY	20.00	30,000.00	9.00	13,500.00	3.00	4,500.00	18.50	27,750.00
131	REPLACE UNSUITABLE FOUNDATION MATERIAL	1500 CY	30.00	45,000.00	25.00	37,500.00	3.00	4,500.00	33.00	49,500.00
132	PREPARATION OF UNTREATED ROADWAY	11760 SY	1.75	20,580.00	1.50	17,640.00	2.10	24,696.00	2.25	26,460.00

Project Number: 2014040			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Red Diamond Construction Inc		Murphy Brothers Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Schedule Description					**Tax Classification**				
Schedule 01	Stormwater & Street					Sales tax shall be included in unit prices				
133	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	5386 SY	7.00	37,702.00	3.50	18,851.00	3.00	16,158.00	2.00	10,772.00
134	GEOMEMBRANE LINER	702 SY	70.00	49,140.00	11.00	7,722.00	10.00	7,020.00	28.00	19,656.00
135	CRUSHED SURFACING TOP COURSE	400 CY	40.00	16,000.00	35.00	14,000.00	45.00	18,000.00	75.00	30,000.00
136	CRUSHED SURFACING BASE COURSE	900 CY	40.00	36,000.00	35.00	31,500.00	45.00	40,500.00	62.00	55,800.00
137	CRUSHED SURFACING CHOKER COURSE	200 CY	40.00	8,000.00	53.00	10,600.00	50.00	10,000.00	110.00	22,000.00
138	CSTC FOR SIDEWALK AND DRIVEWAYS	100 CY	90.00	9,000.00	86.00	8,600.00	85.00	8,500.00	140.00	14,000.00
139	PERMIABLE BALLAST	2200 CY	40.00	88,000.00	43.00	94,600.00	40.00	88,000.00	70.00	154,000.00
140	ITEM NOT USED	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
141	HMA CL. 1/2 IN. PG 70-28, 2 INCH THICK	7087 SY	10.00	70,870.00	12.00	85,044.00	12.25	86,815.75	12.00	85,044.00
142	HMA CL. 1/2 IN. PG 70-28, 3 INCH THICK	7087 SY	15.00	106,305.00	16.00	113,392.00	16.50	116,935.50	17.00	120,479.00
143	PHMA CL. 1/2 IN. PG 70-22ER, 2 INCH THICK	3531 SY	20.00	70,620.00	19.00	67,089.00	19.50	68,854.50	18.00	63,558.00
144	PHMA CL. 1/2 IN. PG 70-22ER, 3 INCH THICK	7062 SY	30.00	211,860.00	26.00	183,612.00	26.40	186,436.80	26.00	183,612.00
145	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 70-28, 5 INCH THICK	740 SY	50.00	37,000.00	73.00	54,020.00	76.00	56,240.00	40.00	29,600.00
146	PAVEMENT REPAIR EXCAVATION INCL. HAUL	740 SY	45.00	33,300.00	10.00	7,400.00	25.00	18,500.00	69.50	51,430.00
147	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 CAL	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
148	COMPACTION PRICE ADJUSTMENT	1 EST	3,550.00	3,550.00	3,550.00	3,550.00	3,550.00	3,550.00	3,550.00	3,550.00
149	PERVIOUS CONCRETE PAVEMENT - VEHICULAR	1910 SY	150.00	286,500.00	170.00	324,700.00	180.00	343,800.00	170.00	324,700.00
150	UNDERDRAIN PIPE 6 IN. DIAM.	550 LF	35.00	19,250.00	34.00	18,700.00	43.00	23,650.00	45.00	24,750.00
151	GRAVEL BACKFILL FOR DRAIN	9 CY	30.00	270.00	41.00	369.00	150.00	1,350.00	205.00	1,845.00

Project Number: 2014040			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Red Diamond Construction Inc		Murphy Brothers Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Schedule Description					**Tax Classification**				
Schedule 01	Stormwater & Street					Sales tax shall be included in unit prices				
152	OBSERVATION PORT	12 EA	500.00	6,000.00	430.00	5,160.00	1,000.00	12,000.00	640.00	7,680.00
153	STORM SEWER PIPE 8 IN. DIAM. INCL. STRUCTURAL EXCAVATION CLASS B	282 LF	35.00	9,870.00	38.00	10,716.00	50.00	14,100.00	42.00	11,844.00
154	MANHOLE TYPE I-48, BASIC PRICE	6 EA	3,200.00	19,200.00	3,000.00	18,000.00	3,700.00	22,200.00	2,870.00	17,220.00
155	MANHOLE TYPE 60, SAMPLE STATION	4 EA	6,500.00	26,000.00	6,600.00	26,400.00	4,700.00	18,800.00	3,300.00	13,200.00
156	ITEM NOT USED	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
157	ITEM NOT USED	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
158	DRYWELL TYPE 2	10 EA	5,000.00	50,000.00	4,100.00	41,000.00	4,700.00	47,000.00	4,850.00	48,500.00
159	CATCH BASIN TYPE 1	13 EA	3,500.00	45,500.00	2,200.00	28,600.00	2,800.00	36,400.00	2,810.00	36,530.00
160	MANHOLE OR DRYWELL FRAME AND COVER (STANDARD)	2 EA	650.00	1,300.00	600.00	1,200.00	900.00	1,800.00	840.00	1,680.00
161	MANHOLE OR DRYWELL FRAME AND COVER (LOCKABLE)	4 EA	650.00	2,600.00	640.00	2,560.00	900.00	3,600.00	875.00	3,500.00
162	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	18.00	1,800.00	21.00	2,100.00	0.01	1.00	18.50	1,850.00
163	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	25.00	2,500.00	43.00	4,300.00	0.01	1.00	33.00	3,300.00
164	TRENCH SAFETY SYSTEM	1 LS	* * * * * *	2,000.00	* * * * * *	450.00	* * * * * *	4,800.00	* * * * * *	4,800.00
165	CATCH BASIN SEWER PIPE 8 IN. DIAM.	345 LF	35.00	12,075.00	38.00	13,110.00	50.00	17,250.00	50.00	17,250.00
166	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIAM.	35 LF	50.00	1,750.00	51.00	1,785.00	80.00	2,800.00	63.00	2,205.00
167	CONNECT 8 IN. DIAMETER PIPE TO EXISTING CATCH BASIN, DRYWELL, OR MANHOLE	1 EA	900.00	900.00	1,900.00	1,900.00	750.00	750.00	645.00	645.00
168	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	* * * * * *	2,000.00	* * * * * *	1,100.00	* * * * * *	12,600.00	* * * * * *	3,600.00
169	TRENCH EXCAVATION FOR WATER SERVICE TAP	26 LF	30.00	780.00	35.00	910.00	40.00	1,040.00	19.50	507.00

Project Number: 2014040			Engineer's Estimate		T LaRiviere Equipment & Excavation Inc		Red Diamond Construction Inc		Murphy Brothers Inc	
Item No	Bid Item Description	Estimated Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Schedule 01	Schedule Description: Stormwater & Street		Tax Classification: Sales tax shall be included in unit prices							
170	ESC LEAD	1 LS	* * * * * *	1,000.00	* * * * * *	1,700.00	* * * * * *	1,200.00	* * * * * *	1,440.00
171	INLET PROTECTION	30 EA	90.00	2,700.00	85.00	2,550.00	90.00	2,700.00	62.00	1,860.00
172	STREET CLEANING	80 HR	150.00	12,000.00	260.00	20,800.00	5.00	400.00	270.00	21,600.00
173	TOPSOIL TYPE A, 2 INCH THICK	72 SY	4.00	288.00	22.00	1,584.00	25.00	1,800.00	21.00	1,512.00
174	BASALT TOP DRESSING, 3 INCH THICK	55 SY	6.00	330.00	33.00	1,815.00	33.00	1,815.00	31.50	1,732.50
175	PSIPE 2 INCH CALIPER SHADE TREE	36 EA	500.00	18,000.00	535.00	19,260.00	500.00	18,000.00	504.00	18,144.00
176	SOD INSTALLATION	4500 SY	12.00	54,000.00	13.00	58,500.00	14.00	63,000.00	13.00	58,500.00
177	CEMENT CONCRETE MOW STRIP	455 LF	20.00	9,100.00	25.00	11,375.00	25.00	11,375.00	24.00	10,920.00
178	TOPSOIL FOR BIO-FILTRATION SWALES, TYPE A, 18 INCH THICK	2043 SY	30.00	61,290.00	36.00	73,548.00	35.00	71,505.00	34.00	69,462.00
179	CONSTRUCT BIO-INFILTRATION SWALE	2043 SY	5.00	10,215.00	15.00	30,645.00	18.40	37,591.20	13.00	26,559.00
180	SWALE DRAIN PAD	22 SY	75.00	1,650.00	190.00	4,180.00	190.00	4,180.00	173.00	3,806.00
181	CURB DROP INLET	53 EA	150.00	7,950.00	110.00	5,830.00	125.00	6,625.00	115.00	6,095.00
182	IRRIGATION SYSTEM	1 LS	* * * * * *	20,000.00	* * * * * *	120,000.00	* * * * * *	115,000.00	* * * * * *	111,384.00
183	2 IN. PVC IRRIGATION SLEEVE	240 LF	10.00	2,400.00	9.00	2,160.00	8.00	1,920.00	9.00	2,160.00
184	4 IN. DUCTILE IRRIGATION SLEEVE	280 LF	32.00	8,960.00	37.00	10,360.00	33.00	9,240.00	35.00	9,800.00
185	RETROFIT EXISTING IRRIGATION SYSTEM	20 EA	500.00	10,000.00	900.00	18,000.00	900.00	18,000.00	840.00	16,800.00
186	CEMENT CONCRETE CURB	400 LF	30.00	12,000.00	36.00	14,400.00	37.00	14,800.00	35.00	14,000.00
187	CEMENT CONC. CURB AND GUTTER	8000 LF	20.00	160,000.00	24.00	192,000.00	24.00	192,000.00	23.00	184,000.00
188	CEMENT CONC. GUTTER	250 LF	30.00	7,500.00	45.00	11,250.00	46.00	11,500.00	42.00	10,500.00

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/8/2018
		Clerk's File #	OPR 2018-0321
		Renews #	
Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	ED LUKAS 625-6286	Project #	
Contact E-Mail	RLUKAS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 19358
Agenda Item Name	5900-FIRE STATION ROOF REPAIRS-SPECIALTY ROOFING LLC		

Agenda Wording

On April 18, 2018 bids were received for roof repairs on three fire stations. The low bid was from Specialty Roofing LLC in the amount of $86,630.00.

Summary (Background)

Asset Management in conjunction with Fire leadership has identified 11 fire stations that require new roofs and HVAC systems due to both systems reaching end of life after 25 years of usage. The roof repairs will be for fire stations numbers 2, 7 and 13 at a cost of $86,630.00 ($28,876.67 each).

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 86,630.00	# 5901 79160 94000 56203 01970
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	LUKAS, ED	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	Public Safety 5/7/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	Engineering Admin	
For the Mayor	DUNIVANT, TIMOTHY	rlukas@spokanecity.org	
Additional Approvals		ewickert@spokanecity.org	
Purchasing		publicworksaccounting	
		cbrazington@spokanecity.org	

Briefing Paper
Public Safety and Community Health Committee

Division & Department:	Finance / Asset Management Department
Subject:	Replace Roofs and HVAC Units at Fire Stations
Date:	May 7, 2018
Author (email & phone):	Ed Lukas, 625-6286
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Tim Dunivant
Committee(s) Impacted:	Public Safety / Fire Department
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	6-Year Capital Improvement Plan
Strategic Initiative:	Maximize Public Assets / Resiliency / Public Amenities
Deadline:	Fall 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Improve 3 Fire Stations in 2018

Background/History: *Asset management, in conjunction with Fire leadership, has identified 11 fire stations that require new roofs and HVAC systems due to both systems reaching end of life after 25 years of usage Roofs have tested negative for asbestos. New HVAC units will be more energy efficient than outgoing units. They are rated at 95% efficiency.*

Executive Summary:

- *Beginning of 4-year process to replace roofs and HVAC systems on 11 fire stations.*
- *In 2018, the first three stations being addressed are… #2, 1001 E. North Foothills Drive; #7, 1901 E. 1st Avenue, and #13, 1118 W. Wellesley Avenue.*
- *HVAC work will be performed first so as to not damage new roof systems or void roof warranty.*
- *HVAC work on fire stations #2 and #13 will cost $106,905.00 ($53,452.50 each). Station #7 already has a newer system, so it is not included.*
- *Roof replacements on fire stations #2, #7, and #13 will cost $86,630.00 ($28,876.67 each).*

Budget Impact:
Approved in current year budget? X Yes ☐ No
Annual/Reoccurring expenditure? X Yes ☐ No
If new, specify funding source: Asset management
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? X Yes ☐ No
Requires change in current operations/policy? ☐ Yes X No
Specify changes required: n/a
Known challenges/barriers: n/a

DAVID A. CONDON
MAYOR

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

SMALL WORKS ROSTER PROJECT - CALL FOR BIDS

BID NUMBER: **#SW60-18**

DESCRIPTION: **Fire Station Roof Replacement at Station #2, #7 and #13**

DUE DATE: **WEDNESDAY, APRIL 18, 2018**
No later than 10:00 a.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Connie Wahl

Connie Wahl,
C.P.M., CPPB
Purchasing

BID PROPOSAL

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: Fire Station Roof Replacement at Station #2, #7 and #13

The undersigned Bidder has examined the site, read and understands the specifications for the above project and agrees to comply with all applicable federal, state and local laws and regulations. The Bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The Bidder proposes to do the project at the following price:

Base Bid $ 86,630.00 (Eighty-six thousand six hundred thirty dollars)

A. Provide cost for labor per hour and material for replacing substrate and structural framing that may need to be replaced per square foot:
Labor per hour: $ 80.00
Material Cost per Square Foot: $ 1.50.
These costs are not to be included in Base Bid.

B. Provide cost for labor per hour and material for replacing fascia boards that may need to be replaced per square foot:
Labor per hour: $ 80.00
Material Cost per Square Foot: $ 3.00.
These costs are not to be included in Base Bid.

C. Provide cost for labor per hour and material for replacing gutters that are currently damaged that may need to be replaced per square foot:
Labor per hour: $ 100.00
Material Cost per Square Foot: $ 3.00.
These costs are not to be included in Base Bid.

The Bidder acknowledges receipt of addendum number 1,2, and 3 and agrees that its requirements have been included in this Bid.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. SPECIRL860J3
(must be in effect at time of bid submittal)

U.B.I. Number 603-393-220

Washington Employment Security Department Number 000-016319-00-4

Washington Excise Tax Registration Number 603-393-220

City of Spokane Business Registration Number 603393220-001-0001
(The successful Bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

City Clerk's No. OPR 2018-0321

City of Spokane

PUBLIC WORKS CONTRACT

Title: **ROOF REPAIR/REPLACEMENT FOR FIRE STATIONS**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SPECIALTY ROOFING, LLC**, whose address is 2222 East Mallon Avenue, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is for **FIRE STATION ROOF REPLACEMENT AT STATIONS 2, 7 AND 13**; and*

WHEREAS, the Contractor was selected through the Small Works Roster #SW60-18 issued by the City.

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

1. TERM OF CONTRACT.
The term of this Contract begins on June 1, 2018, and ends on October 31, 2018, unless amended by written agreement or terminated earlier under the provisions.

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

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Contract is described in Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled ***FIRE STATION ROOF REPLACEMENT AT STATIONS 2, 7 AND 13.***

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

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **EIGHTY SIX THOUSAND SIX HUNDRED THIRTY AND NO/100 DOLLARS ($86,630.00)**, not including tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Asset Management, Administration Office, 808 West Spokane Falls Blvd., Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

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

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

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

9. STATE PREVAILING WAGES.
The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's

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

10. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

11. CITY OF SPOKANE BUSINESS LICENSE.

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

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

13. DEBARMENT AND SUSPENSION.

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

14. INDEMNIFICATION.

The Contractor 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.

15. INSURANCE.

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

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) 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 thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

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

City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

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

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

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

   a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

   b. A Washington Employment Security Department number, as required in Title 50 RCW;

   c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

   d. An electrical contractor license, if required by Chapter 19.28 RCW;

   e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

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

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

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

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

24. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall

constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

SPECIALTY ROOFING, LLC

By_____
Signature Date

_____
Type or Print Name

_____
Title

Attest:

_____
City Clerk

CITY OF SPOKANE

By_____
Signature Date

_____
Type or Print Name

_____
Title

Approved as to form:

_____
Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Contractor's General Scope of Work
Payment / Performance Bond
Exhibit B – Certification Regarding Debarment

18-094

PAYMENT / PERFORMANCE BOND

We, SPECIALTY ROOFING, LLC, as principal, and _____, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **EIGHTY SIX THOUSAND SIX HUNDRED THIRTY AND NO/100 DOLLARS ($86,630.00)**, not including tax, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the ***FIRE STATION ROOF REPLACEMENT AT STATIONS 2, 7 AND 13***. If the principal shall:

A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and hold harmless the City from all loss, damage, or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and

B. comply with all federal, state and local laws and regulations; and

C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors, and pay all taxes and contributions, increases and penalties as authorized by law;

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

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

SIGNED AND SEALED on _____.

SPECIALTY ROOFING, LLC,
AS PRINCIPAL

By: _____
Title: _____

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

_____
AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

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

DATED: _____

_____
Signature of Notary Public

My appointment expires _____

Approved as to form:

_____
Assistant City Attorney

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

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

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

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

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

BY SUBMITTING THEIR BID, BIDDER CERTIFIES IT IS NOT ON THE STATE OR FEDERAL DEBARRED LIST AND WILL NOT CONTRACT WITH CONTRACTORS THAT ARE ON THE STATE OF FEDERAL DEBARRED LIST. BIDDER ALSO AFFIRMS AND CERTIFIES THAT IT WILL COMPLY WITH AND NOTIFY ITS PRINCIPALS AND SUBCONTRACTORS OF THE PROVISIONS OF THE SPOKANE FAIR ELECTIONS CODE, CHAPTER 01.07, SMC.

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the Bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

COMPLETION TIME. The Bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within one hundred and ten (110) working days after the project start date is given.

LIQUIDATED DAMAGES. If the work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of $100.00 for each and every day the work remains uncompleted.

For Contracts up to $150,000.00 including tax, the Contractor may request for ten percent (10%) Statutory Retainage in lieu of Bond. _____ YES ____X____ NO

CERTIFICATION OF WAGE COMPLIANCE.
The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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.
I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: Specialty Roofing LLC

SIGNATURE: _____ TITLE: Corp Secretary / Treasurer

EMAIL mjt@specialtycommercialroofing.com PHONE: 509-534-8372

ADDRESS: 2222 E. Mallon Ave, Spokane, WA 99202

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/8/2018
		Clerk's File #	OPR 2018-0322
		Renews #	
Submitting Dept	ASSET MANAGEMENT	Cross Ref #	
Contact Name/Phone	ED LUKAS 625-6286	Project #	
Contact E-Mail	RLUKAS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 19361
Agenda Item Name	5900 - FIRE STATION HVAC REPAIRS - R&R HEATING AND AIR CONDITIONING		

Agenda Wording

On April 17, 2018 bids were received for HVAC repairs on two fire stations. The low bid was from R&R Heating and Air Conditioning in the amount of $106,905.00.

Summary (Background)

Asset Management in conjunction with Fire leadership has identified 11 fire stations that require new roofs and HVAC Systems due to both systems reaching end of life after 25 years of usage. The new HVAC units will be for fire stations numbers 2 and 13 at a cost of $106,905.00 ($53,452.50 each).

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 106,905.00	# 5901 79160 94000 56203 01970
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	LUKAS, ED	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	Public Safety 5/7/18
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	ODLE, MARI	Engineering Admin	
For the Mayor	DUNIVANT, TIMOTHY	rlukas@spokanecity.org	
Additional Approvals		ewickert@spokanecity.org	
Purchasing		publicworksaccounting	
		cbrazington@spokanecity.org	

Briefing Paper
Public Safety and Community Health Committee

Division & Department:	Finance / Asset Management Department
Subject:	Replace Roofs and HVAC Units at Fire Stations
Date:	May 7, 2018
Author (email & phone):	Ed Lukas, 625-6286
City Council Sponsor:	Lori Kinnear
Executive Sponsor:	Tim Dunivant
Committee(s) Impacted:	Public Safety / Fire Department
Type of Agenda item:	X Consent ☐ Discussion ☐ Strategic Initiative
Alignment: (link agenda item to guiding document – i.e., Master Plan, Budget , Comp Plan, Policy, Charter, Strategic Plan)	6-Year Capital Improvement Plan
Strategic Initiative:	Maximize Public Assets / Resiliency / Public Amenities
Deadline:	Fall 2018
Outcome: (deliverables, delivery duties, milestones to meet)	Improve 3 Fire Stations in 2018

Background/History: *Asset management, in conjunction with Fire leadership, has identified 11 fire stations that require new roofs and HVAC systems due to both systems reaching end of life after 25 years of usage Roofs have tested negative for asbestos. New HVAC units will be more energy efficient than outgoing units. They are rated at 95% efficiency.*

Executive Summary:

- *Beginning of 4-year process to replace roofs and HVAC systems on 11 fire stations.*
- *In 2018, the first three stations being addressed are… #2, 1001 E. North Foothills Drive; #7, 1901 E. 1st Avenue, and #13, 1118 W. Wellesley Avenue.*
- *HVAC work will be performed first so as to not damage new roof systems or void roof warranty.*
- *HVAC work on fire stations #2 and #13 will cost $106,905.00 ($53,452.50 each). Station #7 already has a newer system, so it is not included.*
- *Roof replacements on fire stations #2, #7, and #13 will cost $86,630.00 ($28,876.67 each).*

Budget Impact:
Approved in current year budget? X Yes ☐ No
Annual/Reoccurring expenditure? X Yes ☐ No
If new, specify funding source: Asset management
Other budget impacts: (revenue generating, match requirements, etc.)

Operations Impact:
Consistent with current operations/policy? X Yes ☐ No
Requires change in current operations/policy? ☐ Yes X No
Specify changes required: n/a
Known challenges/barriers: n/a

DAVID A. CONDON
MAYOR

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

SMALL WORKS ROSTER PROJECT - CALL FOR BIDS

BID NUMBER: **#SW59-18**

DESCRIPTION: **Fire Station #2 and #13 HVAC Replacement**

DUE DATE: **TUESDAY, APRIL 10, 2018**
No later than 10:00 a.m.

City of Spokane - Purchasing
4TH Floor, City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201-3316

Connie Wahl

Connie Wahl,
C.P.M., CPPB
Purchasing

SECTION I. BID PREPARATION AND EVALUATION

1. **MANDATORY PRE-BID CONFERENCE.** Due to safety and workspace issues the determination has been made that the Pre-Bid Conference will be mandatory. The Pre-Bid Conference will be held on Tuesday, April 10, 2018 at 9:00 a.m. The location will be Fire Station #13 at 1118 W. Wellesley, Spokane, WA and then will continue at Fire Station #2 1001 E. North Foothills Drive, Spokane, WA. Meet outside the front doors at 1118 W. Wellesley.

2. BID PREPARATION. Bids shall be typed or printed in ink, prepared on the form furnished by the City of Spokane and signed by an authorized representative of the Contractor's Firm. If errors are made, the corrections shall be initialed by the Firm's representative signing the bid. If the bid contains any omission, erasures, alterations, additions, or items not called for in the proposal, or contains irregularities of any kind, it may constitute sufficient cause for rejection. Corrections and/or modifications received after bid opening will not be accepted.

3. SUBMISSION OF BIDS. Submit one copy of the bid by 10:00 a.m. on Tuesday, April 17th, 2018 to City of Spokane Purchasing, 808 W. Spokane Falls Blvd., Spokane, WA 99201. Bids may be submitted by hand, mail or email to cwahl@spokanecity.org. **It is the responsibility of the Contractor to make sure bids are received before the due date and time.** A delivery confirmation receipt generated from your original email is not a guaranteed confirmation of receipt. If you do not receive an email confirmation sent directly by Purchasing, it is recommended that you call (509) 625-6411 to confirm receipt. Emailed, mailed and hand delivered Bids must be labeled with Bid #, Title and Due date/time.

4. BIDDER REPRESENTATION. The Bidder by making its bid represents that it has read and understands the specifications; and has visited the site and familiarized itself with the local conditions under which the work is to be performed. Bidder further warrants through this representation, it is capable of fully performing and executing the type of Work being solicited via this City Request for Bids.

5. CONFIRMATION OF CAPACITY. Prior to the award of contract, the Bidder 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.

6. BID SECURITY. The bid shall be accompanied by cash, a bid bond, certified or cashier's check payable to the order of the City of Spokane, in an amount of not less than five percent (5%) of the total bid amount. Bid bonds must be by a surety company authorized to do business as a surety in Washington State. As soon as the bid prices have been compared, the City will release the bid security of all except the three (3) lowest responsible Bidders. When the construction agreement is signed and returned with executed payment and performance bonds, the other bid security will be released.

7. AWARD OF CONTRACT. Award of contract, when made by the City, will be to low responsive responsible Bidder. Unsuccessful Bidders will not automatically be notified of results. THE CITY RESERVES THE RIGHT TO ACCEPT EITHER THE BASE BID PER PLANS AND SPECIFICATION OR ALTERNATIVE PROPOSALS WHEN IN THE BEST INTEREST OF THE CITY.

8. PAYMENT. Payment will be made via direct deposit/ACH after receipt of the Contractor's application except as provided by state law. A completed ACH application is required before a City Order will be issued. 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.

9. 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 and immaterial variances 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.

10. CONTRACTOR REGISTRATION. The Contractor shall be a Washington State registered or licensed contractor at time of Bid submittal.

11. 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.

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.

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.

12. PUBLIC WORK REQUIREMENTS. The Scope of Work for this project constitutes a Public Work under state law. Contractors are warned to take into consideration statutory legal requirements, particularly, the payment of prevailing wages, payment/performance bonds and sales tax implications in making their bids. A BID BOND AND PERFORMANCE BOND IS REQUIRED.

13. PROJECT CONTACT.

The project contact for the City of Spokane (Owner) is:

Name: Ernest Wickert
Department: Asset Management
Phone: 625-7788
Email: ewickert@spokanecity.org

14. BIDDER RESPONSIBILITY CRITERIA (MANDATORY). Before award, the Bidder must meet the following mandatory bidder responsibility criteria to be considered a responsible Bidder. The Bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The Bidder must:

A. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of Bid submittal;

B. Have a current Washington Unified Business Identifier (UBI) number;

C. If applicable:

1) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington, as required in title 51 RCW;

2) Have a Washington Employment Security Department number, as required in title 50 RCW;

3) Have a Washington Department of Revenue state excise tax registration number, as required in title 82 RCW.

D. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).

E. Before award of a public works contract, the bidder under consideration for award of a public works project must submit to the public agency a sworn statement that they have not willfully violated wage payment laws within the past three years in order to be considered a responsible bidder. (See RCW 39.04.350 as modified by SSB 5301, Laws of 2017, ch. 258.). This form is titled " Certification of Compliance with Wage Payment Statutes". This form must be submitted upon request by City.

F. Shall affirm and certify that they will not violate any local, state, or federal labor laws or standards during the course of performing work under the City contract.

G. Shall affirm and certify that the bidder will comply with and notify its principals and subcontractors of the provisions of the Spokane Fair Elections Code, chapter 01.07, SMC

15. BIDDER RESPONSIBILITY CRITERIA (SUPPLEMENTAL).

A Bidder will be deemed not responsible if:

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

B. the Bidder does not meet the supplemental bidder responsibility criteria as shown in these bid specifications. The Bidder may be required by the City to submit documentation demonstrating compliance with the criteria.

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.

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.

Note a minimum requirement of:

- **Two (2) completed projects of similar size and scope in the last five (5) years. Evidence shall be submitted using the supplemental bidder responsibility criteria form attached to this Request for Bids.**

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.

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.

SECTION II. GENERAL REQUIREMENTS

AIA DOCUMENT A201
"GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION"

By reference, the printed document "General Conditions of the Contract for Construction, AIA Document A201, 2007edition, is hereby included and shall be part of the Contract Documents. Copies of AIA Document A201 are available for review at the offices of the Owner. Copies may also be purchased from the American Institute of Architects or its local distributor.

SUPPLEMENTARY GENERAL CONDITIONS OF THE CONTRACT

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

3.5.1 Add a subparagraph 3.5.1 to read:

GUARANTY. The Contractor guarantees all work, labor and materials for one year following final acceptance of the Work. If any unsatisfactory condition or defect develops within that time, the Contractor shall immediately place the Work in a satisfactory condition and 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. This guaranty shall be in addition to any standard warranty or service guaranty offered by the Contractor.

3.6 TAXES:

3.6.1 Add a subparagraph 3.6.1 to read:

WASHINGTON STATE RETAIL SALES TAX FOR GENERAL CONSTRUCTION. Retail sales tax, when applicable, will be paid as a separate item, and shall not be included in the bid price. Sales tax shall be added on the amounts due the Contractor and the Contractor shall be responsible for making payment to the State. The Owner reserves the right to claim any exemption authorized by law.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Add the following to subparagraph 3.7.1:

The Contractor shall be responsible for obtaining at its expense all permits required by regulatory agencies. Below is a list of permits that may be required on typical projects, and where they may be obtained. The list is included for the Contractor's benefit and is not considered exhaustive:

Building Permit, Building Services	625-6300
Electrical Permit, Building Services	625-6300
City Business License, Taxes and Licenses	625-6070
Hydrant Permit, Hydrant Foreman	625-7800
Hydrant Permit, Engineering Services	625-6300
Obstruction Permit, Engineering Services	625-6300
Sewer Permit, Engineering Services	625-6300
Water Service Application, Engineering Services	625-6300

3.7.6 Add a subparagraph 3.7.6 to read:

The Contractor and every subcontractor (and suppliers when legally required) shall obtain a City business license prior to beginning their work.

3.7.7 Add a subparagraph 3.7.7 to read:

The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of work.

3.18 INDEMNIFICATION

3.18.2 Add the following to subparagraph 3.18.2:

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.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete subparagraph 5.2.1 and replace with:

The Contractor shall at time of bid submittal submit the names of the subcontractors with whom the Contractor, if awarded the contract, will subcontract for performances of the work. As circumstances change during the Work, the Contractor shall submit the names of all person or entities (including those who are to furnish materials or equipment fabricated to a special design).

ARTICLE 8 - TIME

8.4 Add a new section to read:

8.4 LIQUIDATED DAMAGES

Because the Owner finds it impractical and extremely difficult to calculate the actual damages which will be suffered by the Owner as a result of the Contractor's failure to complete the work on time, the Owner has adopted liquidated damages for this Work as set forth in the bid proposal.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATIONS FOR PAYMENT

9.3.4 Add a subparagraph 9.3.4 to read:

The Owner will pay ninety-five percent (95%) of the amount due the Contractor on account of progress payments. Five percent (5%) will be held as retainage pursuant to chapter 60.28 RCW. Ten percent (10%) can be requested to be withheld in lieu of Performance/Payment Bond for projects $150,000.00 and under.

9.4 CERTIFICATES FOR PAYMENT

9.4.2 Add the following to subparagraph 9.4.2:

Payment will not constitute a waiver of any claims by the Owner that the Work fails to comply with the Contract Documents.

9.6 PROGRESS PAYMENTS

9.6.8 Add a subparagraph 9.6.8 to read:

Pursuant to chapter 60.28 RCW there will be reserved and retained from monies earned by the Contractor on estimates during the progress of the Work a sum not to exceed five percent (5%) (or ten percent (10%) without Performance/Payment Bond) of the monies earned by the Contractor. The retainage shall be used as a trust fund for the protection and payment: (1) to the State with respect to taxes imposed pursuant to Title 82, RCW which may be due from such Contractor, and (2) of any person or persons, mechanic, subcontractor or material supplier who shall perform any labor upon the contract or the doing of the Work, and all persons who shall supply such person or persons or subcontractor with provisions or supplies for carrying on the work. Release of retainage will be made a minimum of forty five (45) days following final acceptance of the work provided the following conditions are met:

a. The City has received from the Contractor and each subcontractor a copy of a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid", approved by the State Department of Labor and Industries.
b. On contracts greater than $35,000, the City has received a release of liability from the State Department of Employment Security.
c. On contracts greater than $35,000, the City has received a release of liability from the State Department of Labor and Industries.
d. On contracts greater than $35,000, the City has received a release from the State Department of Revenue.
e. No claims, as provided by law, have been filed against the retainage.

In the event a claim is filed, the Contractor shall be paid a portion of the retainage which is less an amount sufficient to pay the claim and potential legal costs.

9.6.9 Add a subparagraph 9.6.9 to read:

Before payment is made, the Owner shall require the Contractor and each subcontractor to submit a Statement of Intent to Pay Prevailing Wages to the Owner's Accounting Department which has been approved by the State Department of Labor and Industries before submittal. Unless otherwise authorized by the Department of Labor and Industries, each voucher claim (invoice) submitted by a Contractor for payment on a project estimate shall have a certification which states that the prevailing wages have been paid in accordance with the prefiled Statement(s) of Intent to Pay Prevailing Wages.

The fee for the approval of Statements of Intent to Pay Prevailing Wages and Affidavits of Wages Paid is forty dollars ($40.00) for each form. The Contractor is responsible for payment of these fees and shall make all application directly to the Department of Labor and Industries. Reimbursement for the fees paid by the Contractor will be added to the amounts due the Contractor; provided the Contractor has submitted to the Owner prior to final acceptance of the Work a list of its subcontractors at all tiers and have their Statements of Intent to Pay Prevailing Wages on file with the Owner.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Add a subparagraph 10.1.1 to read:

If the Work involves trench excavation which will exceed a depth of four feet, the Contractor shall provide adequate safety systems for the trench excavation that meet the requirements of the Washington industrial safety and health act (chapter 49.17 RCW).

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.4 Add the following to subparagraph 10.2.4:

The Contractor shall give the Owner reasonable advance notice of the use or storage.

ARTICLE 11 – INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1 Delete paragraph 11.1 and replace with:

During the term of the contract, the Contractor shall maintain in force at its own expense, the below insurance:

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 or Stop Gap Insurance in the Amount of $1,000,000; and

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 premises and operations, independent contractors, products and completed operations, personal injury liability and contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, and employees and the Architect are additional insureds but only with respect to the Contractor's services to be provided under the contract; and

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

There shall be no cancellation, material change, reduction of limits or intent not to renew insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the City. The Contractor shall furnish acceptable insurance certificates to the City at the time it returns the signed contract. The certificate shall specify all of the parties who are additionally insured; and include applicable policy endorsements and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

11.3 PROPERTY INSURANCE

11.3.1 Revise "Owner" to "Contractor" in subparagraph 11.3.1.

11.3.1.2 Delete subparagraph 11.3.1.2.

11.3.1.3 Revise "Owner" to "Contractor" in subparagraph 11.3.1.3.

11.4 PERFORMANCE AND PAYMENT BOND

11.4 Delete entirely and revise to read:

The Contractor shall furnish at its sole cost, a performance bond and a payment bond to the Owner on the form to be provided by the Owner, each equal to one hundred percent (100%) of the contract price. On contracts $150,000.00 and under, ten percent (10%) retainage can be requested to be held in lieu of performance/payment bond. The bonds are to insure faithful and complete performance of the contract and payment of all obligations to laborers and material men arising from the project. The bonds are to be executed by a surety company authorized to do business as a surety in Washington State, and shall remain in effect for one (1) year following the Owner's final acceptance of the Work. Unless approved by the Owner, the surety's name shall appear on the United States Treasury Department's list of authorized sureties - Circular 570 as amended.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5.1 Add the following to subparagraph 13.5.1:

The Owner shall employ and pay for the services of an independent agency, testing laboratory or other qualified firm to perform services which are the Owner's responsibility as defined by the International Building Code and the "Special Inspection Manual" for the International Building Code.

13.8 Add a paragraph 13.8 to read:

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

13.9 Add a paragraph 13.9 to read:

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

13.10 Add a paragraph 13.10 to read:

PREVAILING WAGES - LOCAL AND STATE ASSISTED CONSTRUCTION.

A. The 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.

B. 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:

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

Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is April 17, 2018. Upon request, the City will mail a hard copy of prevailing wages for this project.

C. If apprentices are to be used, they must be registered with the State Apprenticeship Council; otherwise, they are to be paid prevailing journeyman wages.

END OF SUPPLEMENTARY GENERAL CONDITIONS

SECTION III. TECHNICAL REQUIREMENTS

1. PERFORMANCE. Unless otherwise stated, the Contractor will be responsible for the furnishing of 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.

2. SCOPE OF WORK.

A. Contractor will be responsible for properly removing and disposing of all existing equipment being replaced.

B. Install 95% efficient 80 KBTU single stage "Trane" furnaces and 14 SEER 3 ton "Trane" air conditioners

C. Repurpose refrigerant line sets as per manufactures guide lines to ensure they meet manufactures warranty.

D. Replace economizer motor and controls.

E. Remove existing and install new humidifiers.

F. Replace thermostats with Honeywell brand thermostats

G. Replace 300,000 BTU shop heaters with like and kind.

H. Everything is to be installed to code.

I. Contractor will be responsible for all permits and must keep walkways and driveways open at all times, these are active fire stations.

J. Contractor will need to post a safety plan.

K. Contractor is responsible for securing all materials and equipment.

BID PROPOSAL

TO: CITY OF SPOKANE, WASHINGTON

PROJECT NAME: Fire Station #2 and #13 HVAC Replacement

The undersigned Bidder has examined the site, read and understands the specifications for the above project and agrees to comply with all applicable federal, state and local laws and regulations. The Bidder is advised that by signature of this bid proposal it has acknowledged all bid requirements and signed all certificates contained herein. The price(s) listed in this bid proposal is tendered as an offer to furnish all labor, materials, equipment and supervision required to complete the proposed project in strict accordance with the contract documents. The Bidder proposes to do the project at the following price:

Base Bid $106,905.00 (ONE HUNDRED SIX THOUSAND, NINE HUNDRED FIVE)

The Bidder acknowledges receipt of addendum number 2 and agrees that its requirements have been included in this Bid.

CONTRACTOR RESPONSIBILITY.

Washington State Contractor's Registration No. RRHEAA*106BW
(must be in effect at time of bid submittal)

U.B.I. Number 601541026

Washington Employment Security Department Number 631452000

Washington Excise Tax Registration Number 91-1404688

City of Spokane Business Registration Number T11103855BUS
(The successful Bidder and all subcontractors shall be licensed or have applied for a license to do business in the City of Spokane prior to proceeding with the proposed project.)

BY SUBMITTING THEIR BID, BIDDER CERTIFIES IT IS NOT ON THE STATE OR FEDERAL DEBARRED LIST AND WILL NOT CONTRACT WITH CONTRACTORS THAT ARE ON THE STATE OF FEDERAL DEBARRED LIST. BIDDER ALSO AFFIRMS AND CERTIFIES THAT IT WILL COMPLY WITH AND NOTIFY ITS PRINCIPALS AND SUBCONTRACTORS OF THE PROVISIONS OF THE SPOKANE FAIR ELECTIONS CODE, CHAPTER 01.07, SMC.

BID SECURITY.
A bid security in the amount of FIVE PERCENT (5%) of the total project bid as indicated above, is attached to this bid proposal. If the Bidder is awarded the contract and fails to enter into a construction contract and/or furnish payment / performance bond(s) and proof of insurance within the required time period, the bid security shall be forfeited to the City of Spokane.

NON-COLLUSION.
The undersigned authorized representative of the undersigned firm, being first sworn on oath, certifies that the firm has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this bid proposal is submitted.

COMPLETION TIME. The Bidder agrees to start the work under this contract within ten (10) days of the Notice to Proceed and to substantially complete the specified work within eighty (80) working days after the project start date is given.

LIQUIDATED DAMAGES. If the work is not completed within the stated completion time, the Contractor agrees to pay to the City liquidated damages in the amount of $100.00 for each and every day the work remains uncompleted.

For Contracts up to $150,000.00 including tax, the Contractor may request for ten percent (10%) Statutory Retainage in lieu of Bond. ___X___ YES _____ NO

CERTIFICATION OF WAGE COMPLIANCE.
The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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.
I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

FIRM NAME: R&R HEATING & AIR CONDITIONING, INC.

SIGNATURE: _____ TITLE: PROJECT MANAGER

EMAIL RDIXON@RANDRHEATING.COM PHONE: 509-289-5560

ADDRESS: 5202 N FLORIDA ST., SPOKANE, WA 99217

SUBCONTRACTOR LIST

PROJECT NAME: Fire Station #2 and #13 HVAC Replacement

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE:
(USE ADDITIONAL PAGES IF NECESSARY)

CONTRACTOR/SUPPLIER BOONE ELECTRIC

TYPE OF WORK/BID ITEM ELECTRICAL

AMOUNT $ 6,465

CONTRACTOR'S REGISTRATION NO. BOONEEC952BM

CONTRACTOR/SUPPLIER GENSCO

TYPE OF WORK/BID ITEM HVAC EQUIPMENT

AMOUNT $ 32,000

CONTRACTOR'S REGISTRATION NO. N/A

CONTRACTOR/SUPPLIER _____

TYPE OF WORK/BID ITEM _____

AMOUNT $ _____

CONTRACTOR'S REGISTRATION NO. _____

_____ NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of $ 5,350.00, which is equal to or more than five percent (5%) of the total bid.

Signature _____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

We, _____ as Principal,

and _____ as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for the Fire Station #2 and #13 HVAC Replacement according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

SIGNED AND SEALED on _____

_____
AS PRINCIPAL

By: _____
Title: _____

A valid POWER OF ATTORNEY must accompany this bond.

_____
AS SURETY

By: _____
Attorney in Fact

CITY OF SPOKANE

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (INSERT DATE 04/17/2018), 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.

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

R&R HEATING & AIR CONDITIONING, INC.
Bidder's Business Name

Signature of Authorized Official*

ROBERT DIXON
Printed Name

PROJECT MANAGER
Title

04/16/2018 (Date) SPOKANE (City) WA (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.*

THIS PAGE IS NOT REQUIRED TO BE INCLUDED WITH BID SUBMITTAL. PAGE MUST BE SUBMITTED WITHIN 24 HOURS UPON REQUEST BY CITY AFTER BID SUBMITTAL.

City of Spokane, Washington
Supplemental Bidder Responsibility Criteria

After bid opening and prior to award, the apparent low Bidder shall complete, sign and submit this form with attachments to the City (See instructions at the end of this form). The form shall be submitted within twenty four (24) hours after the notification, unless a different time and date is required by the specifications or otherwise mutually agreed upon.

Project Name: Fire Station #2 and #13 HVAC Replacement

Project #: **SW59-18**

Part A: General Company Information

Company Name: R&RHEATING & AIR CONDITIONING, INC.

Address: 5202 N FLORIDA ST., SPOKANE, WA 99217

Contact Name and Title: ROBERT DIXON, PROJECT MANAGER

Contact Phone: 509-289-5560 Contact E-mail: RDIXON@RANDRHEATING.COM

Years in business as a Prime Contractor: 33 Years in business as a sub-contractor: 33

Years in business under present Name: 33

List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years:

Explain reason for name change(s) in the past five (5) years:

Part B: Work Experience

If the request for bids has project specific criteria, including work experience, list at least the requested number of construction projects completed within the required time frame on the attached Project Experience form which are similar in type, size and scope of work required for this project.

Minimum number of completed construction projects required for SW59-18 project is:

- **A minimum of two (2) projects in the last five (5) years consisting of projects similar in size and scope.**

Part C: Performance Evaluation

Under past or present names does the Bidder have a history of receiving "deficient" or "inadequate" evaluations on two (2) or more contracts from the City or other municipalities or another governmental agency on a public works project within the last five (5) years?

☐ Yes ☒ No

If "Yes" attach a separate, signed / dated statement listing the projects and an explanation.

Part D: Record of Debarment / Disqualification

Has the Bidder (including the primary contractor, any firm with which any of the primary contractor's owners, officers, or partners was associated) been debarred, disqualified, removed or has been otherwise prevented from bidding on, or completing any governmental agency or public works projects, including debarment by the federal, state or other municipal government during the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing any debarments, disqualifications, removal, etc. from any governmental public works project and the basis for the action.

Part E: Safety

In the last five (5) years, has the Bidder received willful or repeat violations of safety or health regulations by the OSHA or other agencies responsible for safety oversight?

□ Yes ☒ No

If "Yes," attach a separate signed /dated statement describing each willful or repeat violation, including information about the dates and nature of the violations, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part F: Environmental

In the last five (5) years, has the Bidder received serious citations from government environmental enforcement agencies on projects for which the Bidder was the contractor?

□ Yes ☒ No

If "Yes," attach a separate signed / dated statement describing each serious citation, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.

Part G. Utilization Requirements

In the last five (5) years, has it been determined by a government agency that the Bidder did not comply with disadvantaged business enterprises, apprenticeship or other similar utilization requirements on public works projects?

□ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the violations or failures to meet utilization requirements along with a detailed explanation of the extenuating circumstances surrounding the violation and/or failure.

Part H: Discrimination

Has the Bidder or any of its owners, officers or partners been found guilty of violating or failing to comply with discrimination laws in contracting, employment or provision of public services?

□ Yes ☒ No

If "Yes", attach a separate signed / dated statement identifying the type of violation, who was involves, the name of the public agency, year of the investigation, the resolution in court or administrative process, and the grounds for the findings.

Part I. Prevailing Wage

In the last five (5) years, has the Bidder received prevailing wage violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis Bacon wage compliance?

□ Yes ☒ No

If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.

Part J: Public Bidding Crime (Criminal Convictions)

Has the Bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the dates of conviction(s), the offense(s) convicted of, the punishment, and a brief statement of the facts underlying the conviction(s)

Part K. Claims Against Retainage and Bonds

Does the Bidder have a record of multiple claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing the claims filed against the retainage and/or payment bond for any completed public works projects and include for each project a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City shall evaluate the statement to determine if it demonstrates a lack of effective management by the Bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part L. Termination for Cause

Has the Bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.

Part M: Litigation

Has the Bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the Bidder for failure to meet terms on contracts in the previous five (5) years?

☐ Yes ☒ No

If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the Bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration. The City will evaluate the explanations to determine whether the lawsuits and/or arbitrations demonstrate a pattern of failing to meeting terms of conditions of contracts, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part N: Delinquent State Taxes

Does the Bidder owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department before the date of contract award?

☐ Yes ☒ No

If "Yes", attach a separate signed / dated statement describing the circumstances and stating that the Bidder is not on the Washington State Department of Revenue's "Delinquent Taxpayer List".

Part O: Subcontractor Responsibility

Does the Bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the Bidder have an established procedure which it uses to validate the responsibility of each of its subcontractors? Does the subcontract form require that each of the Bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?

☒ Yes ☐ No

If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.

Signature

The undersigned certifies that the information and data contained herein is correct and complete. Failure to disclose information or submitting false or misleading information may result in rejection of my bid, revocation of award, contract termination, or may impact my firm's ability to bid on future projects by the City of Spokane.

Signature of Authorized Representative	**Date**
	04/16/2018
Printed Name of Authorized Representative	**Title**
ROBERT DIXON	PROJECT MANAGER

Instructions for the Supplemental Bidder Responsibility Form

After bid opening and prior to award, the apparent low Bidder shall complete, sign and submit this form with attached documentation to the City of Spokane Purchasing Section by one of the methods listed below within twenty four (24) hours of notification.	
The City's evaluation may include further investigations to establish the responsibility, qualifications, financial resources and experience of a Bidder to complete the work of this contract. The City may contact previous owners or others to validate the information provided by the Bidder. The City will assess the information provided and other information gathered in determining whether a Bidder is responsible. List all information you feel is relevant to the City making an informed decision. The City reserves the right to request additional information from the Bidder.	
For criteria with check boxes, the Bidder will check either "Yes" or "No. " For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.	
Form Submittal:	
Submit this form to Purchasing Section of the City of Spokane Accounting Department by one of the following methods within twenty four (24) hours after the time of notification (unless the specifications provide a different time or date)	
Email **With the Email Subject line:**	purchasinghelp@spokanecity.org Supplemental Bidder Form for Fire Station #2 and #13 HVAC Replacement
With the title:	Supplemental Bidder Form for Fire Station #2 and #13 HVAC Replacement
Mail or Hand Deliver to Street Address:	Purchasing Office 808 West Spokane Falls Boulevard, 4th Floor, Spokane, WA 99201 Attention: Thea Prince / Connie Wahl Supplemental Bidder Form for Fire Station #2 and #13 HVAC Replacement
Questions: Please call (509) 625-6400	

Attachment to Supplemental Bidder Responsibility Criteria

Work Experience Form

Please complete one form per project and include the minimum number of projects (and forms) as requested. **Minimum number of completed construction projects required for SW59-18 project is:**

- **A minimum of two projects in the last five (5) years consisting of projects similar in size and scope.**

You may include any additional work experience you deem relevant in determining Bidder responsibility. Please be sure to provide a thorough description of the work in order to demonstrate how your firm meets any required experience detailed in the specifications. You may attach additional documentation if needed.

PROJECT DETAIL

Bidder's Company Name		Bidders Contact Name & Phone Number	
Project Name		Project Contract Number	
Project Owner		Project Location	
Project Owner Contact Name & Title		Owner's Telephone Number	
Notice to Proceed Date	Final Completion Date	Awarded Contract Value	Final Contract Price
Prime Contractor Name (If Not Bidder)		Contractor Contact Name & Phone Number (If Not Bidder)	
Brief Project Description			
Brief Summary Of Technical Work Completed By Bidder, Including Any Relevant Details To Demonstrate Similar Experience And Any Required Experience Detailed In the Specifications			

DAVID A. CONDON
MAYOR

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

April 9, 2018

ADDENDUM NO. 1

REQUEST FOR BIDS #SW59-18 – FIRE STATION #2 AND #13 HVAC REPLACEMENT

This Addendum 1 to Request for Bids #SW59-18 – Fire Station #2 and #13 HVAC Replacement is being issued to clarify the due date for submitting Bid Proposals.

1. The due date for submitting Bid Proposals was incorrectly identified on the First (cover) page of the Request for Bids. The date was correctly identified in paragraph 3 "SUBMISSION OF BIDS". **The due date for submitting Bid Proposals is TUESDAY, APRIL 17, 2018 – 10:00 A.M., local time.**

Connie Wahl

Connie Wahl, C.P.M., CPPB
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

R&R HEATING & AIR CONDITIONING, INC.

Company

Authorized Signature

DAVID A. CONDON
MAYOR

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

April 12, 2018

ADDENDUM NO. 2

REQUEST FOR BIDS #SW59-18 – FIRE STATION #2 AND #13 HVAC REPLACEMENT

This Addendum 2 is being issued to provide the Pre-Bid Conference Attendance Sheet.

1. **The sign-in sheet from the Pre-Bid Conference is attached.**

Connie Wahl

Connie Wahl, C.P.M., CPPB
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

R&R HEATING & AIR CONDITIONING, INC.

Company

Authorized Signature

SW59-18

FIRE STATION HVAC
CONTRACTOR SIGN IN SHEET
APRIL 10 2018

	NAME	COMPANY NAME	PHONE #S	E-MAIL	STATION 13	STATION 2
1	ROBERT DIXON	R & R HEATING & A/C	289-5560	RDIXON@RANDRHEATING.COM	X	X
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						

SUBCONTRACTOR LIST

PROJECT NAME: Fire Station Roof Replacement at Station #2, #7 and #13

PROPOSED SUBCONTRACTORS/SUPPLIERS TO BE USED ON THE PROJECT ARE:
(USE ADDITIONAL PAGES IF NECESSARY)

~~CONTRACTOR~~/SUPPLIER Convoy Supply INC

TYPE OF WORK/BID ITEM Roofing materials supplied

AMOUNT $ 27,800.00

CONTRACTOR'S REGISTRATION NO. /

CONTRACTOR/SUPPLIER /

TYPE OF WORK/BID ITEM /

AMOUNT $ /

CONTRACTOR'S REGISTRATION NO. /

CONTRACTOR/SUPPLIER /

TYPE OF WORK/BID ITEM /

AMOUNT $ /

CONTRACTOR'S REGISTRATION NO. /

X NO SUBCONTRACTORS WILL BE USED ON THIS PROJECT

BID DEPOSIT

Herewith find the bid deposit in the form of cash, cashier's check or certified check in the amount of $_____, which is equal to or more than five percent (5%) of the total bid.

Signature _____

Deposit returned on _____ by _____
(Date) (Name)

BID BOND

BOND #SCP2577

We, SPECIALTY ROOFING, LLC as Principal,

and LEXON INSURANCE COMPANY as Surety, are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the penal sum of FIVE PERCENT (5%) OF THE TOTAL AMOUNT BID, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

THE CONDITIONS OF THE OBLIGATION are that if the City of Spokane shall make timely award to the Principal for Fire Station Roof Replacement at Station #2, #7 and #13 according to the terms of the bid made by the Principal; and the Principal shall, within the specified time, enter into a contract with the City of Spokane and furnish bond(s) acceptable to the City, if required, then this obligation shall be null and void; otherwise it shall remain in full force and effect; but in no event will the surety's liability exceed this bond's face amount.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

SIGNED AND SEALED on APRIL 12TH, 2018

SPECIALTY ROOFING, LLC
AS PRINCIPAL

By: _____
Title: Corp Sec/Treasurer

A valid POWER OF ATTORNEY must accompany this bond.

LEXON INSURANCE COMPANY
AS SURETY

By: _____ SHELLIE DUNCAN, ATTORNEY-IN-FACT
Attorney in Fact

LEXON INSURANCE COMPANY CORPORATE SEAL TEXAS

Rev. 10-1-2014

POWER OF ATTORNEY

LX-SCP2577

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY**, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: SHELLIE DUNCAN its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed a BID BOND *under bond or undertaking number* SCP2577 issued on behalf of SPECIALTY ROOFING, LLC as principal in the penal sum not to exceed $ 250,000.00.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $ 250,000.00 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 5th day of August, 2015.

LEXON INSURANCE COMPANY

BY _____
David E. Campbell
President

ACKNOWLEDGEMENT

On this 5th day of August, 2015, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

AMY TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 07-08-19

BY _____
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of **LEXON INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 12TH Day of APRIL, 2018.

BY _____
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

DAVID A. CONDON
MAYOR

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

April 12, 2018

ADDENDUM NO. 1

REQUEST FOR BIDS #SW60-18 – Fire Station Roof Replacement at Station #2, #7 and #13

This Addendum 1 is being issued to provide the Pre-Bid Conference Attendance Sheet and replace the Bid Proposal Form.

1. The Bid Proposal Form has been revised to include additional pricing sections. Replace the Bid Proposal Form (page 13 and 14) with the Bid Proposal Form attached to this Addendum.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Specialty Roofing LLC
Company

Authorized Signature

DAVID A. CONDON
MAYOR

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

April 13, 2018

ADDENDUM NO. 2

REQUEST FOR BIDS #SW60-18 – Fire Station Roof Replacement at Station #2, #7 and #13

This Addendum 2 is being issued to provide a letter from the Spokane Regional Clean Air Agency and to answer a question received. Question is identified with "Q". Answer is identified with "A" and red text.

1. Note Attachment "Spokane Regional Clean Air Agency Asphalt Shingle Test Info".

2. **Q:** Why the asphalt shingle was not included in asbestos test?

   A: The Spokane Regional Clean Air Agency excluded asphalt shingles as a Suspect Asbestos Containing Material in 9/2/2014. See attachment from the Spokane Regional Clean Air Agency that has that statement and a definition of what an asphalt shingle is. The asphalt felt was tested to ensure there was no other asbestos in the roofing systems. That was provided in the RFB packet.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Specialty Roofing LLC
Company

Authorized Signature

DAVID A. CONDON
MAYOR

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

April 16, 2018

ADDENDUM NO. 3

REQUEST FOR BIDS #SW60-18 – Fire Station Roof Replacement at Station #2, #7 and #13

This Addendum 3 is being issued to change a requirement in the Scope of Work and answer a question. Question is identified with "Q". Answer is identified with "A" and red text.

1. Note change to Scope of Work. Remove 10 year craftsmanship warranty of 10 years in Section III "Technical Requirements", Paragraph 3 "Scope of Work", Line I. Line I will now be as follows:

   I. Have a 40 year prorated factory warranty on materials.

2. **Q:** In reviewing the bid documents, it appears that the warranty for labor is requested to be 10 years; Bonding companies won't permit a 10 year labor warranty for the project as required in the project scope. What should be included for warranty? Other projects have changed this requirement to 1 year.

   A: The 10 year craftsmanship warranty has been removed. Language as defined in Paragraph 3.5.1 designating Contractor guarantee of work, labor and materials for one year following final acceptance of Work will apply.

Connie Wahl

Connie Wahl, C.P.M., CPPB
Purchasing

PLEASE NOTE: A SIGNED COPY OF THIS ADDENDUM MUST BE SUBMITTED WITH YOUR BID, OR THE BID MAY BE CONSIDERED NON-RESPONSIVE.

The undersigned acknowledges receipt of this Addendum.

Specialty Roofing LLC

Company

Authorized Signature

City Clerk's No. OPR 2018-0322

City of Spokane

PUBLIC WORKS CONTRACT

Title: **HVAC REPAIR/REPLACEMENT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **R&R HEATING & AIR CONDITIONING, INC.**, whose address is 5202 North Florida Street, Spokane, Washington 99217 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Contract is for **HVAC REPAIRS TO FIRE STATION NOS. 2 AND 13**; and*

WHEREAS, the Contractor was selected through the Small Works Roster #SW59-18 issued by the City.

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

1. TERM OF CONTRACT.
The term of this Contract begins on June 1, 2018, and ends on September 30, 2018, unless amended by written agreement or terminated earlier under the provisions.

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

3. SCOPE OF WORK.
The Contractor's General Scope of Work for this Contract is described in Exhibit A, which is attached to and made a part of this Contract. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled ***HVAC REPAIRS TO FIRE STATION NOS. 2 AND 13.***

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

4. COMPENSATION / PAYMENT.
Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED SIX THOUSAND NINE HUNDRED FIVE AND NO/100 DOLLARS**

(**$106,905.00**), not including tax, unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor shall submit its applications for payment to Asset Management, Administration Office, 808 West Spokane Falls Blvd., Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Contractor's application except as provided in RCW 39.76. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

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

6. BONDS.
The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. In lieu of a one hundred percent (100%) payment/performance bond, the City shall retain ten percent (10%) of the contract sum for forty-five (45) days following final acceptance or receipt of required releases, whichever is later.

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

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

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

"Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

10. TAXES, FEES AND LICENSES.

A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.

B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

11. CITY OF SPOKANE BUSINESS LICENSE.

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

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

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

13. DEBARMENT AND SUSPENSION.

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

14. INDEMNIFICATION.

The Contractor 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.

15. INSURANCE.

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

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) 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 thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

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

2. Have a current Washington Unified Business Identifier (UBI) number;

3. If applicable, have:

   a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;

   b. A Washington Employment Security Department number, as required in Title 50 RCW;

   c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

   d. An electrical contractor license, if required by Chapter 19.28 RCW;

   e. An elevator contractor license, if required by Chapter 70.87 RCW.

4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

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

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

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

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

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

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

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.
The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract.

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

24. MISCELLANEOUS PROVISIONS.
A. **Amendments/Modifications**: The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
D. **Captions**: The titles of sections or subsections are for convenience only and do not define or limit the contents.
E. **Severability**: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
F. **Waiver**: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall

constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

G. **Entire Agreement**: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.

H. **No personal liability**: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.

I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are ***public records*** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

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

R&R HEATING & AIR CONDITIONING, INC.	**CITY OF SPOKANE**
By_____	By_____
Signature Date	Signature Date
_____	_____
Type or Print Name	Type or Print Name
_____	_____
Title	Title
Attest:	Approved as to form:
_____	Mark Dale
City Clerk	Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A – Contractor's General Scope of Work
Exhibit B – Certification Regarding Debarment

18-093

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

   c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

   d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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

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

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

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

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

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/16/2018
		Clerk's File #	CPR 2018-0002
		Renews #	
Submitting Dept	ACCOUNTING	Cross Ref #	
Contact Name/Phone	LEONARD DAVIS 625-6028	Project #	
Contact E-Mail	LDAVIS@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Claim Item	Requisition #	
Agenda Item Name	5600-CLAIMS-2018		

Agenda Wording

Report of the Mayor of pending claims & payments of previously approved obligations through: 5/11/18. Total:$ 7,583,650.92 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:$ 5,990,553.33

Summary (Background)

Pages 1-34 Check numbers: 548904 - 549068 ACH payment numbers: 50021 - 50248 On file for review in City Clerks Office: 34 Page listing of Claims NOTE:

Fiscal Impact	Grant related? Public Works? NO	Budget Account
Expense	$ 5,990,553.33	# Various
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	HUGHES, MICHELLE	**Study Session**	
Division Director	DUNIVANT, TIMOTHY	**Other**	
Finance	DOVAL, MATTHEW	Distribution List	
Legal	DALTON, PAT		
For the Mayor	DUNIVANT, TIMOTHY		
Additional Approvals			
Purchasing			

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	538,211.95
1100	STREET FUND	68,446.97
1200	CODE ENFORCEMENT FUND	5,269.32
1300	LIBRARY FUND	15,413.10
1360	MISCELLANEOUS GRANTS FUND	0.00
1380	TRAFFIC CALMING MEASURES	115.48
1400	PARKS AND RECREATION FUND	27,837.61
1450	UNDER FREEWAY PARKING FUND	2,509.85
1460	PARKING METER REVENUE FUND	5,702.66
1510	SPOKANE RGL EMERG COM SYS	447.49
1560	FORFEITURES & CONTRIBUTION FND	77.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	10,348.28
1630	COMBINED COMMUNICATIONS CENTER	94,925.78
1640	COMMUNICATIONS BLDG M&O FUND	3,549.24
1680	CD/HS OPERATIONS	3,762.39
1690	COMM DEVELOPMENT BLOCK GRANTS	0.00
1695	CDBG REVOLVING LOAN FUND	32.73
1970	FIRE/EMS FUND	115,748.27
3200	ARTERIAL STREET FUND	25,407.34
4100	WATER DIVISION	90,030.52
4250	INTEGRATED CAPITAL MANAGEMENT	2,008,477.60
4300	SEWER FUND	165,566.19
4480	SOLID WASTE FUND	35,112.65
4490	SOLID WASTE DISPOSAL	156,740.58
4600	GOLF FUND	4,543.80
4700	DEVELOPMENT SVCS CENTER	15,716.82
5100	FLEET SERVICES FUND	107,472.03
5200	PUBLIC WORKS AND UTILITIES	6,791.83
5300	IT FUND	137,723.89
5310	IT CAPITAL REPLACEMENT FUND	6,453.47
5400	REPROGRAPHICS FUND	1,012.83
5500	PURCHASING & STORES FUND	1,523.48
5600	ACCOUNTING SERVICES	9,308.67
5700	MY SPOKANE	2,320.67
5800	RISK MANAGEMENT FUND	10,335.34
5810	WORKERS' COMPENSATION FUND	1,688.16
5820	UNEMPLOYMENT COMPENSATION FUND	39.15
5830	EMPLOYEES BENEFITS FUND	531,283.79
5900	ASSET MANAGEMENT FUND OPS	21,050.72
5901	ASSET MANAGEMENT FUND CAPITAL	57,565.72
6060	EMPLOYEES' RETIREMENT FUND	1,777.78
6070	FIREFIGHTERS' PENSION FUND	3,347.96
6080	POLICE PENSION FUND	20,171.87
6730	PARKING & BUSINESS IMPROV DIST	90,188.25
6920	CLAIMS CLEARING FUND	2,500.00
6960	SALARY CLEARING FUND NEW	1,584,004.10
	TOTAL:	5,990,553.33

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

RANDALL & DANSKIN PS	LEGAL SERVICES CHECK NO. - 00549054	2,009.41
SUMMIT LAW GROUP PLLC	LEGAL SERVICES ACH PMT NO. - 80050229	1,466.50
TOTAL FOR 0020 - NONDEPARTMENTAL		3,475.91

0030 - POLICE OMBUDSMAN

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80050049	48.50
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80050062	4.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	250.00
T-MOBILE	CELL PHONE CHECK NO. - 00548929	106.12
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	623.53
TOTAL FOR 0030 - POLICE OMBUDSMAN		1,032.63

0100 - GENERAL FUND

ALEXIX VISGER 840 MID BROADWELL RD	DEPOSIT-MISCELLANEOUS DEPOSITS CHECK NO. - 00548916	135.00
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80050096	1,084.59
SPOKANE COUNTY PROSECUTING ATTORNEY	COUNTY CRIME VICTIM & WITNESS CHECK NO. - 00548926	1,659.98
SPOKANE PUBLIC SCHOOLS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80050227	10,508.35
US BANK	PCARD ADVANCE PYMT REC ACH PMT NO. - 80050039	171,194.13
WA STATE TREASURER	DEPOSIT-STATE BLDG CODE FEE CHECK NO. - 00548931	1,835.50
TOTAL FOR 0100 - GENERAL FUND		186,417.55

0230 - CIVIL SERVICE

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80050095	248.63

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00549042	420.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00549059	1,366.29
TOTAL FOR 0230 - CIVIL SERVICE		2,034.92

0260 - CITY CLERK

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00549042	300.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00549059	1,268.78
TOTAL FOR 0260 - CITY CLERK		1,568.78

0300 - HUMAN SERVICES

COWLES PUBLISHING COMPANY	ADVERTISING	
DBA THE SPOKESMAN-REVIEW	ACH PMT NO. - 80050096	138.59
TRANSITIONAL PROGRAMS FOR	PROFESSIONAL SERVICES	
WOMEN	ACH PMT NO. - 80050119	130.56
TOTAL FOR 0300 - HUMAN SERVICES		269.15

0320 - COUNCIL

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00549042	650.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00549059	2,520.51
TOTAL FOR 0320 - COUNCIL		3,170.51

0330 - PUBLIC AFFAIRS/COMMUNICATIONS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00549042	505.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00549059	1,914.44
TOTAL FOR 0330 - PUBLIC AFFAIRS/COMMUNICATIONS		2,419.44

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0370 - ENGINEERING SERVICES

ARAMARK UNIFORM SERVICES	LAUNDRY/JANITORIAL SERVICES	
AUS WEST LOCKBOX	ACH PMT NO. - 80050089	23.83
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80050095	327.39

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	3,376.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	14,033.22
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050081	1,881.56
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80050081	1,020.29
WA STATE DEPT OF HEALTH	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00548952	1,511.00
TOTAL FOR 0370 - ENGINEERING SERVICES		22,173.29

0410 - FINANCE

DELL MARKETING LP %DELL USA LP	MINOR EQUIPMENT ACH PMT NO. - 80050146	595.67
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	465.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	1,481.04
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050132	115.72
TOTAL FOR 0410 - FINANCE		2,657.43

0430 - GRANTS MANAGEMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	191.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	869.49
TOTAL FOR 0430 - GRANTS MANAGEMENT		1,060.49

0450 - COMM & NEIGHBHD SVCS DIVISION

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	150.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	615.56
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050162	175.71
TOTAL FOR 0450 - COMM & NEIGHBHD SVCS DIVISION		941.27

0470 - HISTORIC PRESERVATION

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80050096	82.07
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	100.00
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80050036	74.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	297.66
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050162	57.86
TOTAL FOR 0470 - HISTORIC PRESERVATION		611.59

0500 - LEGAL

DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80050147	22.40
EASTERN WASHINGTON ATTORNEY SERVICES INC	JUDGEMENTS/DAMAGES CHECK NO. - 00549021	65.00
EASTERN WASHINGTON ATTORNEY SERVICES INC	LEGAL SERVICES CHECK NO. - 00549021	50.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	2,045.00
JENNY TUPPER MOOMAW DBA INTERPRETER SERVICES	INTERPRETER COSTS ACH PMT NO. - 80050152	203.13
PACER SERVICE CENTER	JUDGEMENTS/DAMAGES ACH PMT NO. - 80050156	23.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	8,475.26
TOTAL FOR 0500 - LEGAL		10,883.79

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0520 - MAYOR

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	190.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	1,880.58
TOTAL FOR 0520 - MAYOR		2,070.58

0550 - NEIGHBORHOOD SERVICES

DESIGNER DECAL INC	OTHER MISC CHARGES	

	ACH PMT NO. - 80050061	161.02
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	235.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	928.78
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050162	125.62
TOTAL FOR 0550 - NEIGHBORHOOD SERVICES		1,450.42

0560 - MUNICIPAL COURT

CAMBRIA RAVSTEN	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00548945	159.29
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	1,651.00
JUDY PEDERSON	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00548918	36.88
JUDY PEDERSON	OFFICE SUPPLIES CHECK NO. - 00548918	5.43
SPOKANE COUNTY TREASURER	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80050076	110.00
UNIVERSAL PROTECTION SERVICE DBA ALLIED UNIVERSAL SECURITY	ALARM/SECURITY SERVICES ACH PMT NO. - 80050236	230.58
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	7,946.37
WA STATE TREASURER	AUTO THEFT PREVENTION CHECK NO. - 00548931	6,880.94
WA STATE TREASURER	BLOOD/BREATH TEST FEE CHECK NO. - 00548931	492.84

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WA STATE TREASURER	DEATH INVESTIGATIONS CHECK NO. - 00548931	243.32
WA STATE TREASURER	HIGHWAY SAFETY CHECK NO. - 00548931	580.59
WA STATE TREASURER	JIS ACCOUNT CHECK NO. - 00548931	18,344.22
WA STATE TREASURER	PSEA (SHB 1869) CHECK NO. - 00548931	28,415.28
WA STATE TREASURER	PSEA3 CHECK NO. - 00548931	713.37
WA STATE TREASURER	SCHOOL ZONE SAFETY CHECK NO. - 00548931	387.83
WA STATE TREASURER	SPECIAL ASSESSMENT	

	CHECK NO. - 00548931	51,407.09
WA STATE TREASURER	TRAUMATIC BRAIN INJ/TRAUMA CHECK NO. - 00548931	4,953.37
WA STATE TREASURER	VEHICLE LICENSE FRAUD CHECK NO. - 00548931	6.96
WA STATE TREASURER	WSP HIGHWAY CHECK NO. - 00548931	1,377.03
TOTAL FOR 0560 - MUNICIPAL COURT		123,942.39

0570 - OFFICE OF HEARING EXAMINER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	160.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	500.16
TOTAL FOR 0570 - OFFICE OF HEARING EXAMINER		660.16

0620 - HUMAN RESOURCES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	547.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	2,145.53
TOTAL FOR 0620 - HUMAN RESOURCES		2,693.03

0650 - PLANNING SERVICES

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80050096	474.22
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	820.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	3,002.24
TOTAL FOR 0650 - PLANNING SERVICES		4,296.46

0680 - POLICE

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80050085	48.00
AUDUBON VETERINARY CLINIC	VETERINARY SERVICES CHECK NO. - 00548934	158.10
BEACON SERVICE INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80050142	1,161.15

BOUND TREE MEDICAL LLC	OPERATING SUPPLIES CHECK NO. - 00548935	39.23
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80050098	94.08
GALLS LLC	CLOTHING ACH PMT NO. - 80050065	756.14
GALLS LLC	PROTECTIVE GEAR/CLOTHING ACH PMT NO. - 80050065	595.18
GRAINGER INC	OPERATING SUPPLIES ACH PMT NO. - 80050104	343.29
GUNARAMA WHOLESALE INC	OPERATING SUPPLIES ACH PMT NO. - 80050106	106.79
GUNARAMA WHOLESALE INC	WEAPONS/FIREARMS/SIGNALGUNS ACH PMT NO. - 80050106	9,184.90
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	70,872.92
PATHOLOGY ASSOCIATES MEDICAL LABORATORIES LLC	MEDICAL SERVICES CHECK NO. - 00548944	142.05
REHMANN MEDICAL INC	MEDICAL SERVICES CHECK NO. - 00548946	275.00
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00548950	12.13
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	36,843.24

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050081	14,620.14
VERIZON WIRELESS BELLEVUE	MOBILE BROADBAND ACH PMT NO. - 80050081	14,405.32
WA STATE DEPT OF LICENSING NOTARY PUBLIC PROGRAM	MISC SERVICES/CHARGES CHECK NO. - 00548930	30.00
WESTERN STATES POLICE MEDICAL TRUST	VEBA MEDICAL SAVINGS-POLICE CHECK NO. - 00549064	625.00
TOTAL FOR 0680 - POLICE		150,312.66

0690 - PROBATION SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	720.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	2,503.32
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050081	115.72

VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80050081	40.01
TOTAL FOR 0690 - PROBATION SERVICES		3,379.05

0700 - PUBLIC DEFENDER

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	1,385.00
LARRY TANGEN	LEGAL SERVICES ACH PMT NO. - 80050080	1,410.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	6,303.53
TOTAL FOR 0700 - PUBLIC DEFENDER		9,099.03

0750 - ECONOMIC DEVELOPMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	650.05
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050162	57.86

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0750 - ECONOMIC DEVELOPMENT		807.91

0860 - TREASURY SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	75.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	634.88
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050132	73.63
TOTAL FOR 0860 - TREASURY SERVICES		783.51

1100 - STREET FUND

CENTURYLINK	TELEPHONE CHECK NO. - 00548921	242.54
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	4,614.60
NORTH SPOKANE IRRIGATION DIST #8	PUBLIC UTILITY SERVICE CHECK NO. - 00549023	5.00
SHAMROCK MANUFACTURING INC	OTHER REPAIRS/MAINT SUPPLIES	

	ACH PMT NO. - 80050128	44,813.39
STREET DEPT IMPREST FUND	OPERATING SUPPLIES CHECK NO. - 00549055	27.21
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	17,919.54
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050162	785.65
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80050162	39.04
TOTAL FOR 1100 - STREET FUND		68,446.97

1200 - CODE ENFORCEMENT FUND

CARRIE L PAETSCH DBA NORTH COUNTRY SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80050032	960.50
DEVRIES INFORMATION MANAGEMENT	MISC SERVICES/CHARGES ACH PMT NO. - 80050147	4.48
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	570.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	CONTRACTUAL SERVICES ACH PMT NO. - 80050088	170.00
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80050036	599.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	2,564.73
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050162	160.55
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80050162	240.06
TOTAL FOR 1200 - CODE ENFORCEMENT FUND		5,269.32

1300 - LIBRARY FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	2,275.24
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	13,137.86
TOTAL FOR 1300 - LIBRARY FUND		15,413.10

1360 - MISCELLANEOUS GRANTS FUND

SPOKANE PUBLIC SCHOOLS	CONTRACTUAL SERVICES ACH PMT NO. - 80050227	10,508.35

SPOKANE PUBLIC SCHOOLS	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80050227	10,508.35-
TOTAL FOR 1360 - MISCELLANEOUS GRANTS FUND		0.00

1380 - TRAFFIC CALMING MEASURES

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80050053	115.48
TOTAL FOR 1380 - TRAFFIC CALMING MEASURES		115.48

1400 - PARKS AND RECREATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	3,963.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	23,874.61

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 1400 - PARKS AND RECREATION FUND		27,837.61

1450 - UNDER FREEWAY PARKING FUND

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80050052	2,509.85
TOTAL FOR 1450 - UNDER FREEWAY PARKING FUND		2,509.85

1460 - PARKING METER REVENUE FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	664.26
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	3,948.78
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050162	929.58
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80050162	160.04
TOTAL FOR 1460 - PARKING METER REVENUE FUND		5,702.66

1510 - SPOKANE RGL EMERG COM SYS

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	100.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	292.26

VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050081	55.23
TOTAL FOR 1510 - SPOKANE RGL EMERG COM SYS		447.49

1560 - FORFEITURES & CONTRIBUTION FND

SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80050036	77.00
TOTAL FOR 1560 - FORFEITURES & CONTRIBUTION FND		77.00

1620 - PUBLIC SAFETY & JUDICIAL GRANT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	630.65

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE COUNTY TREASURER	CONTRACTUAL SERVICES ACH PMT NO. - 80050076	9,538.19
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	179.44
TOTAL FOR 1620 - PUBLIC SAFETY & JUDICIAL GRANT		10,348.28

1630 - COMBINED COMMUNICATIONS CENTER

FIRSTWATCH SOLUTIONS INC	CAPITALIZED SOFTWARE ACH PMT NO. - 80050064	78,861.60
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	1,393.00
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549045	1,201.68
LOUIS LEFEBVRE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80050135	347.07
LOUIS LEFEBVRE	PER DIEM ACH PMT NO. - 80050135	144.00
SPOKANE COUNTY TREASURER	IT/DATA SERVICES ACH PMT NO. - 80050159	77.73
SPOKANE COUNTY TREASURER	TELEPHONE ACH PMT NO. - 80050159	1,224.72
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	4,736.16
WA STATE DEPT OF REVENUE	CAPITALIZED SOFTWARE -	6,939.82
TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER		94,925.78

1640 - COMMUNICATIONS BLDG M&O FUND

CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80050181	1,495.78
ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80050063	2,035.00
SPOKANE FIRE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00548927	18.46
TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND		3,549.24

1680 - CD/HS OPERATIONS

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	615.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	3,089.53
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050162	57.86
TOTAL FOR 1680 - CD/HS OPERATIONS		3,762.39

1690 - COMM DEVELOPMENT BLOCK GRANTS

COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	ADVERTISING ACH PMT NO. - 80050096	1,084.59
COWLES PUBLISHING COMPANY DBA THE SPOKESMAN-REVIEW	GRANT CASH PASS THRU ACCOUNT ACH PMT NO. - 80050096	1,084.59-
TOTAL FOR 1690 - COMM DEVELOPMENT BLOCK GRANTS		0.00

1695 - CDBG REVOLVING LOAN FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80050091	32.73
TOTAL FOR 1695 - CDBG REVOLVING LOAN FUND		32.73

1970 - FIRE/EMS FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80050049	55.00
CHRISTEN ANN KISHEL PHD	MEDICAL SERVICES ACH PMT NO. - 80050084	7,650.00
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80050181	3,888.19
DUO-SAFETY LADDER CORP	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00549020	214.69

ENVIRONMENT CONTROL OF SPOKANE	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80050063	2,340.00
GREATER SPOKANE INC	OTH DUES/SUBSCRIPTNS/MEMBERSHP ACH PMT NO. - 80050151	600.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	10,635.06
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549045	41,272.41

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

JAMIE J MCINTYRE	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80050136	5.85
JAMIE J MCINTYRE	PER DIEM ACH PMT NO. - 80050136	124.00
LUNDGREN FIRE AND RESCUE EQUIPMENT INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00549022	538.56
MICHAEL E ROSSI	PER DIEM CHECK NO. - 00548947	80.00
SACRED HEART ENGINEERING SERVICES/SACRED HEART MED CTR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80050157	2,814.00
SPOKANE EMERGENCY PHYSICIANS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80050077	14,280.72
SPOKANE FIRE DEPARTMENT IMPREST FUND	MINOR EQUIPMENT CHECK NO. - 00548927	14.12
SPOKANE FIRE DEPARTMENT IMPREST FUND	NON-TRAVEL MEALS/LGHT RFRSHMT CHECK NO. - 00548927	8.16
SPOKANE FIRE DEPARTMENT IMPREST FUND	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00548927	82.55
SPOKANE FIRE DEPARTMENT IMPREST FUND	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00548927	18.01
STERICYCLE INC STERICYCLE OF WA (BC)	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80050160	1,244.73
THE MALLORY CO	MINOR EQUIPMENT ACH PMT NO. - 80050154	5,984.00
US BANK FIRE DEPT ADVANCE TRAVEL	PER DIEM ACH PMT NO. - 80050038	884.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	22,659.15
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050081	32.62
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80050081	20.01
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80050164	268.24

XO COMMUNICATIONS INC C/O VERIZON	TELEPHONE ACH PMT NO. - 80050165	34.20
TOTAL FOR 1970 - FIRE/EMS FUND		115,748.27

3200 - ARTERIAL STREET FUND

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GARY S NELSON CONSULTING	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050102	8,381.25
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050115	16,614.49
MICHAEL TERRELL LANDSCAPE ARCHITECTURE PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050206	411.60
TOTAL FOR 3200 - ARTERIAL STREET FUND		25,407.34

4100 - WATER DIVISION

AIR TECH ABATEMENT TECHNOLOGIES	REFUNDS CHECK NO. - 00548909	338.98
ANATEK LABS INC	CONTRACTUAL SERVICES ACH PMT NO. - 80050167	3,806.00
BERNADETTE KING 53 S SEVILLE LN	REFUNDS CHECK NO. - 00548938	137.00
BRIAN SPRAY 5014 A HOGAN ST	REFUNDS CHECK NO. - 00548910	1,776.19
CALEM MORRIS 18107 N PALOMINO RD	REFUNDS CHECK NO. - 00548939	17.81
CENTURYLINK	TELEPHONE CHECK NO. - 00549030	859.58
CITY OF SPOKANE VALLEY	PERMITS/OTHER FEES CHECK NO. - 00548937	210.00
COPIERS NORTHWEST INC	REPAIRS/MAINTENANCE ACH PMT NO. - 80050095	219.26
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80050108	7,188.64
CYNTHIA BRYANT 1212 W 22ND AVE	REFUNDS CHECK NO. - 00548911	3,032.67
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80050185	1,600.00
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80050098	4.48
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80050099	273.00
H D FOWLER COMPANY	INVENTORY PURCHASES FOR WATER	

	ACH PMT NO. - 80050107	190.41
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80050110	1,153.61

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

H&W PROPERTIES INC	REFUNDS	
14216 DAYTON CIR	CHECK NO. - 00548912	194.38
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00549042	7,935.00
LEONARD MALOTT	REFUNDS	
4812 E SUMAC DR	CHECK NO. - 00548913	2,186.13
LORI PHILLIPS	REFUNDS	
PO BOX 1287	CHECK NO. - 00548940	101.76
MICHELLE LINK	REFUNDS	
4823 W NORTHWEST BLVD	CHECK NO. - 00548914	53.73
NORCO INC	MINOR EQUIPMENT	
	ACH PMT NO. - 80050120	395.69
NORCO INC	REPAIR & MAINTENANCE SUPPLIES	
	ACH PMT NO. - 80050120	23.50
PACIFIC LOFTS LLC	REFUNDS	
THOMAS POWERS MANAGER	CHECK NO. - 00548915	170.37
PROPERTY MANAGEMENT PARTNERS	REFUNDS	
5978 HIGHWAY 291 STE 3	CHECK NO. - 00549047	11.15
RANDY ENGLE	SOFTWARE (NONCAPITALIZED)	
dba XC2 SOFTWARE LLC	CHECK NO. - 00549066	18,805.10
REBECCA LINDEKUGEL	REFUNDS	
2825 E 29TH AVE #10B	CHECK NO. - 00549048	3,944.95
SPOKANE CITY TREASURER	REFUNDS	
	CHECK NO. - 00548948	19.00
SPOKANE COUNTY TITLE	REFUNDS	
1010 N NORMANDIE STE 203	CHECK NO. - 00548942	12.31
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00549059	31,638.25
VERIZON WIRELESS BELLEVUE	CELL PHONE	
	ACH PMT NO. - 80050239	3,554.34
WATER DEPARTMENT	NON-TRAVEL MEALS/LGHT RFRSHMT	
IMPREST FUND	CHECK NO. - 00548932	67.23
WATER DEPARTMENT	PARKING/TOLLS (LOCAL)	
IMPREST FUND	CHECK NO. - 00548932	8.00
WATER DEPARTMENT	PERMITS/OTHER FEES	
IMPREST FUND	CHECK NO. - 00548932	102.00

TOTAL FOR 4100 - WATER DIVISION		90,030.52

4250 - INTEGRATED CAPITAL MANAGEMENT

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ABADAN REPROGRAPHICS BUSINESS EQUIPMENT CENTER	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00548933	1,309.60
AECOM TECHNICAL SERVICES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050087	8,361.86
BUDINGER & ASSOCIATES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050143	3,953.27
CALEM MORRIS 18107 N PALOMINO RD	REFUNDS CHECK NO. - 00548939	28.70
CLEARWATER CONSTRUCTION & MANAGEMENT LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050056	671,528.17
CONTRACTORS NORTHWEST INC	CONSTRUCTION OF FIXED ASSETS CHECK NO. - 00548922	26,797.87
DOWNTOWN SPOKANE PARTNERSHIP	CONTRACTUAL SERVICES ACH PMT NO. - 80050148	3,500.00
GEO ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050103	3,780.25
GROUNDWATER SOLUTIONS INC dba GSI WATER SOLUTIONS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050105	39,300.14
HATCH ASSOCIATES CONSULTANTS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050111	2,018.00
H&W PROPERTIES INC 14216 DAYTON CIR	REFUNDS CHECK NO. - 00548912	28.70
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	860.00
LEONARD MALOTT 4812 E SUMAC DR	REFUNDS CHECK NO. - 00548913	13.87
MARK PAPICH	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80050138	228.90
MAX J KUNEY COMPANY	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050069	871,221.72
MICHAEL TERRELL LANDSCAPE ARCHITECTURE PLLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050206	2,771.19
PMWEB INC	CAPITALIZED SOFTWARE ACH PMT NO. - 80050072	7,168.75
PROPERTY MANAGEMENT PARTNERS 5978 HIGHWAY 291 STE 3	REFUNDS CHECK NO. - 00549047	13.54
REBECCA LINDEKUGEL 2825 E 29TH AVE #10B	REFUNDS CHECK NO. - 00549048	33.48
SARGENT ENGINEERS INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050126	2,168.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SCHIMMELS CONSTRUCTION DEVELOPMENT GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050127	72,084.97
SPOKANE COUNTY TITLE CO	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050129	284,720.24
TRINDERA ENGINEERING C/O INLAND NORTHWEST BANK	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80050234	2,987.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	3,425.30
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050081	173.58
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		2,008,477.60

4300 - SEWER FUND

CALEM MORRIS 18107 N PALOMINO RD	REFUNDS CHECK NO. - 00548939	34.87
H&W PROPERTIES INC 14216 DAYTON CIR	REFUNDS CHECK NO. - 00548912	34.87
REBECCA LINDEKUGEL 2825 E 29TH AVE #10B	REFUNDS CHECK NO. - 00549048	40.69
SPOKANE COUNTY TITLE 1010 N NORMANDIE STE 203	REFUNDS CHECK NO. - 00548942	24.22
TOTAL FOR 4300 - SEWER FUND		134.65

4310 - SEWER MAINTENANCE DIVISION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80050091	278.52
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80050091	19.16
CENTURYLINK	TELEPHONE CHECK NO. - 00549030	1,490.03
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80050185	800.00
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80050101	100.53
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	2,390.00
STELLAR INDUSTRIAL SUPPLY INC	SAFETY SUPPLIES CHECK NO. - 00548928	197.45

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

T-MOBILE	CELL PHONE	

	CHECK NO. - 00548949	477.74
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	7,926.52
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050239	28.93
WILLIAM R PEACOCK	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80050139	49.50
TOTAL FOR 4310 - SEWER MAINTENANCE DIVISION		13,758.38

4320 - RIVERSIDE PARK RECLAMATION FAC

AVISTA UTILITIES	HEATING SUPPLIES ACH PMT NO. - 80050091	465.41
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80050091	16,234.62
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80050091	4,798.65
BROWN AND CALDWELL	PROFESSIONAL SERVICES ACH PMT NO. - 80050174	608.90
CENTURYLINK	TELEPHONE CHECK NO. - 00549030	1,667.71
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80050185	1,600.00
EUROFINS FRONTIER GLOBAL SCIENCES INC	TESTING SERVICES ACH PMT NO. - 80050149	506.00
FEDERAL EXPRESS CORP/DBA FEDEX	POSTAGE ACH PMT NO. - 80050100	857.05
HACH COMPANY AMERICAN SIGMA	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80050109	1,276.23
HDR ENGINEERING INC	PROFESSIONAL SERVICES ACH PMT NO. - 80050196	2,164.87
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	5,880.00
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80050113	13,547.23
KEMIRA WATER SOLUTIONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80050114	42,288.90
NATIONAL FILTER MEDIA	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80050117	11,127.48

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

NETWORK SERVICES COMPANY	OPERATING SUPPLIES ACH PMT NO. - 80050118	352.34
NORCO INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80050120	431.96

PHENOVA INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80050122	352.80
SAFWAY SERVICES INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80050125	1,958.40
SPOKANE RIVER FORUM	CONTRACTUAL SERVICES CHECK NO. - 00549024	2,500.00
TESTAMERICA LABORATORIES INC	TESTING SERVICES ACH PMT NO. - 80050130	2,622.00
TWO RIVERS TERMINAL LLC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80050131	4,231.88
T-MOBILE	CELL PHONE CHECK NO. - 00548949	11.06
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	23,690.50
VERIZON WIRELESS BELLEVUE	TELEPHONE ACH PMT NO. - 80050239	1,002.17
VISIONARY COMMUNICATIONS, INC	TELEPHONE CHECK NO. - 00548951	73.12
WA STATE DEPT OF REVENUE	CHEMICAL/LAB SUPPLIES -	31.04
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	979.22
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80050133	622.47
WHITNEY EQUIPMENT COMPANY INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80050134	2,402.85
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		144,284.86

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80050091	118.67
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80050185	800.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	1,275.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	4,246.04
TOTAL FOR 4330 - STORMWATER		6,439.71

4360 - ENVIRONMENTAL PROGRAMS

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00549042	225.00
US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00549059	723.59
	TOTAL FOR 4360 - ENVIRONMENTAL PROGRAMS	948.59

4480 - SOLID WASTE FUND

ASSOCIATED CONSTRUCTION	REFUNDS	
2904 N MEDELIA ST	CHECK NO. - 00549046	369.21
CALEM MORRIS	REFUNDS	
18107 N PALOMINO RD	CHECK NO. - 00548939	33.43
H&W PROPERTIES INC	REFUNDS	
14216 DAYTON CIR	CHECK NO. - 00548912	45.20
REBECCA LINDEKUGEL	REFUNDS	
2825 E 29TH AVE #10B	CHECK NO. - 00549048	55.17
SPOKANE COUNTY TITLE	REFUNDS	
1010 N NORMANDIE STE 203	CHECK NO. - 00548941	21.67
TOTAL RECLAIM	REFUNDS	
2200 6TH AVE SOUTH	CHECK NO. - 00549049	500.00
	TOTAL FOR 4480 - SOLID WASTE FUND	1,024.68

4490 - SOLID WASTE DISPOSAL

AVISTA UTILITIES	UTILITY NATURAL GAS	
	ACH PMT NO. - 80050170	14,952.68
BANNER FURNACE & FUEL	OPERATING SUPPLIES	
	ACH PMT NO. - 80050171	55.27
CENTURYLINK	TELEPHONE	
	CHECK NO. - 00549030	53.59
CH2M HILL	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80050176	5,832.37
CH2M HILL ENGINEERS INC	CONTRACTUAL SERVICES	
	CHECK NO. - 00549031	6,732.98

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING	
	ACH PMT NO. - 80050185	1,600.00
DICK IRVIN INC.	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80050187	365.00
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR	
	ACH PMT NO. - 80050027	2,016.48
FASTENAL CO	OPERATING SUPPLIES	
	ACH PMT NO. - 80050192	751.29
FASTENAL CO	OTHER REPAIRS/MAINT SUPPLIES	

	ACH PMT NO. - 80050192	2,248.42
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT	
	ACH PMT NO. - 80050192	1,577.35
FASTENAL CO	SAFETY SUPPLIES	
	ACH PMT NO. - 80050192	17.41
GRAYMONT CAPITAL INC.	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80050193	22,868.89
HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80050199	3,681.83
ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	
% FIRST NATIONAL BANK OF MD	CHECK NO. - 00549042	3,390.00
MCCOY POWER CONSULTANTS INC	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80050205	6,250.00
NORCO INC	CHEMICAL/LAB SUPPLIES	
	ACH PMT NO. - 80050209	14.70
NORTHWEST INDUSTRIAL SERVICES	OPERATING RENTALS/LEASES	
DBA AMERICAN ON SITE SERVICES	ACH PMT NO. - 80050088	296.82
REBECCA LINDEKUGEL	REFUNDS	
2825 E 29TH AVE #10B	CHECK NO. - 00549048	27.69
SCS ENGINEERS	CONTRACTUAL SERVICES	
	ACH PMT NO. - 80050215	1,591.20
SPOKANE HOUSE OF HOSE INC	OPERATING SUPPLIES	
	ACH PMT NO. - 80050223	1,545.31
SPOKANE HOUSE OF HOSE INC	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80050037	857.72
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES	
	ACH PMT NO. - 80050224	348.48
SPOKANE PRO CARE INC	OTHER REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80050226	66.37
UNITED RENTALS NW INC	OPERATING RENTALS/LEASES	
	CHECK NO. - 00549057	4,206.03

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER	SOCIAL SECURITY	
EMP BENEFITS (CITY)	CHECK NO. - 00549059	20,493.62
WATERCO OF THE PACIFIC NORTH	OPERATING SUPPLIES	
WEST, INC	CHECK NO. - 00549034	158.10
WESCO DISTRIBUTION INC	OTHER REPAIRS/MAINT SUPPLIES	
	ACH PMT NO. - 80050243	115.39
ZAMPELL REFRACTORIES INC	EQUIPMENT REPAIRS/MAINTENANCE	
	ACH PMT NO. - 80050248	54,625.59

TOTAL FOR 4490 - SOLID WASTE DISPOSAL		156,740.58

4500 - SOLID WASTE COLLECTION

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80050049	120.00
ACTION MEDICAL INC	OPERATING SUPPLIES ACH PMT NO. - 80050086	67.13
BIG BELLY SOLAR INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80050055	6,273.80
C & C YARD CARE	LANDSCAPE/GROUNDS MAINT ACH PMT NO. - 80050175	549.44
DELTA BUSINESS TRAINING LLC	REGISTRATION/SCHOOLING ACH PMT NO. - 80050185	1,600.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	4,990.00
SPOKANE PRO CARE INC	CONTRACTUAL SERVICES ACH PMT NO. - 80050226	326.38
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	20,161.22
	TOTAL FOR 4500 - SOLID WASTE COLLECTION	34,087.97

4600 - GOLF FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	378.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	4,165.80
	TOTAL FOR 4600 - GOLF FUND	4,543.80

4700 - DEVELOPMENT SVCS CENTER

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ALEXANDRIA LYNN GOOLIE	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80050029	120.00
EDWARD JAMES NEAL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80050046	60.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	2,668.68
ISMAEL CONTRERAS 5913 N FOOTLILLS LN	PERMIT REFUNDS PAYABLE CHECK NO. - 00548906	153.50
JACOB KOSLOWSKY	PUBLICATIONS ACH PMT NO. - 80050030	49.94
JOHN B HARE	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80050044	180.00
MCVAY BROTHERS CONTRACTORS PO BOX 3891	PERMIT REFUNDS PAYABLE CHECK NO. - 00548907	259.50

PATRICK ALLEN JOHNSTON	ADVISORY TECHNICAL SERVICE CHECK NO. - 00548905	180.00
RACHEL AUSTIN 5212 W RIDGECREST DRIVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00548908	27.50
ROBERT W KAUL	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80050045	180.00
SPOKANE COUNTY AUDITOR SPOKANE COUNTY COURTHOUSE	LEGAL SERVICES ACH PMT NO. - 80050036	300.00
TENA RISLEY	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80050047	120.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	11,319.83
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050162	57.86
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80050081	40.01
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		15,716.82

5100 - FLEET SERVICES FUND

ACRANET CBS BRANCH/DIV OF CBS REPORTING INC	BACKGROUND CHECKS ACH PMT NO. - 80050049	42.00
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80050091	501.85
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80050091	107.91

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

BATTERY SYSTEMS INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80050172	956.96
BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00549056	1,766.97
BRAD L WHITE dba SUPERIOR FLUID POWER	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00549056	3,557.76
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80050177	1,705.61
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80050025	26,859.94
CLEAN ENERGY INC	CONTRACTUAL SERVICES ACH PMT NO. - 80050094	16,274.54
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80050179	488.88
CONNELL OIL INC DBA CO-ENERGY	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80050179	283.32
COPIERS NORTHWEST INC	OPERATING RENTALS/LEASES	

	ACH PMT NO. - 80050182	112.10
D & W SUPPLIES INC D & W TIRE DEALERS SUPPLIES	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00549035	193.77
FLEET SERVICES IMPREST FUND	OTHER REPAIRS/MAINT SUPPLIES CHECK NO. - 00548923	253.50
FLEET SERVICES IMPREST FUND	PARKING/TOLLS (LOCAL) CHECK NO. - 00548923	17.25
HYDRAULIC CERTIFICATION TRAINING	REGISTRATION/SCHOOLING CHECK NO. - 00549041	3,480.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	1,835.00
MARK HENDERSON DBA ONSIDE DASH REPAIR	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80050211	511.36
MODERN MACHINERY CO INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80050208	31,993.80
RONALD C MOORE	PERMITS/OTHER FEES CHECK NO. - 00548917	102.00
SPOKANE CRANE & MACHINERY MOVERS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80050222	783.36
SPOKANE HOUSE OF HOSE INC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80050223	1,962.85
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	7,046.01

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTERN PETERBILT LLC	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80050245	3,421.07
WESTERN STATES EQUIPMENT CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80050246	3,214.22
TOTAL FOR 5100 - FLEET SERVICES FUND		107,472.03

5200 - PUBLIC WORKS AND UTILITIES

DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80050186	210.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	820.00
REBECCA LINDEKUGEL 2825 E 29TH AVE #10B	REFUNDS CHECK NO. - 00549048	10.00
SPOKANE COUNTY TITLE 1010 N NORMANDIE STE 203	REFUNDS CHECK NO. - 00548942	10.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	5,616.11
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050081	125.72

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		6,791.83

5300 - IT FUND

AZTECA SYSTEMS INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80050054	76,160.00
CENTURYLINK	TELEPHONE CHECK NO. - 00548936	4,456.16
COMPUNET INC	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80050059	8,500.00
DESIGNER DECAL INC	OPERATING SUPPLIES ACH PMT NO. - 80050097	140.16
DEVRIES INFORMATION MANAGEMENT	CONTRACTUAL SERVICES ACH PMT NO. - 80050098	4.48
ERIC FINCH	LODGING CHECK NO. - 00548904	369.24
ERIC FINCH	OTHER TRANSPORTATION EXPENSES CHECK NO. - 00548904	202.39
ERIC FINCH	PER DIEM CHECK NO. - 00548904	240.00

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	2,786.00
MITCHELL HUMPHREY USER GROUP SUE HARNASCH STEVENS COUNTY	OTH DUES/SUBSCRIPTNS/MEMBERSHP CHECK NO. - 00548943	500.00
RIVER PARK SQUARE LLC	PARKING/TOLLS (LOCAL) ACH PMT NO. - 80050075	740.00
SPOKANE COUNTY TREASURER	SOFTWARE MAINTENANCE ACH PMT NO. - 80050221	14,097.97
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	12,930.20
VOLT MANAGEMENT CORP DBA VOLT WORKFORCE SOLUTIONS	CONTRACTUAL SERVICES ACH PMT NO. - 80050240	12,363.75
WESLEY HOWARD MORRIS DBA MORRIS NETWORK CONTRACTING	ADVISORY TECHNICAL SERVICE ACH PMT NO. - 80050244	237.50
XEROX CORPORATION	OPERATING RENTALS/LEASES ACH PMT NO. - 80050247	3,996.04
TOTAL FOR 5300 - IT FUND		137,723.89

5310 - IT CAPITAL REPLACEMENT FUND

DELL MARKETING LP %DELL USA LP	COMPUTERS ACH PMT NO. - 80050146	6,453.47

TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		6,453.47

5400 - REPROGRAPHICS FUND

GARLAND PRINTING CO	OPERATING SUPPLIES CHECK NO. - 00548924	212.16
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	180.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	620.67
TOTAL FOR 5400 - REPROGRAPHICS FUND		1,012.83

5500 - PURCHASING & STORES FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	334.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	1,189.48

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5500 - PURCHASING & STORES FUND		1,523.48

5600 - ACCOUNTING SERVICES

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	2,207.02
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	7,043.79
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050132	57.86
TOTAL FOR 5600 - ACCOUNTING SERVICES		9,308.67

5700 - MY SPOKANE

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	360.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	1,902.81
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050162	57.86
TOTAL FOR 5700 - MY SPOKANE		2,320.67

5800 - RISK MANAGEMENT FUND

ICMA RETIREMENT TRUST 457	DEFERRED COMPENSATION-MATCHING	

% FIRST NATIONAL BANK OF MD	CHECK NO. - 00549042	20.00
US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80050238	10,224.89
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	90.45
	TOTAL FOR 5800 - RISK MANAGEMENT FUND	10,335.34

5810 - WORKERS' COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	330.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	1,358.16
	TOTAL FOR 5810 - WORKERS' COMPENSATION FUND	1,688.16

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

5820 - UNEMPLOYMENT COMPENSATION FUND

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	7.50
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	31.65
	TOTAL FOR 5820 - UNEMPLOYMENT COMPENSATION FUND	39.15

5830 - EMPLOYEES BENEFITS FUND

A W REHN & ASSOCIATES	CONTRACTUAL SERVICES CHECK NO. - 00549029	418.00
A W REHN & ASSOCIATES	INSURANCE ADMINISTRATION CHECK NO. - 00549028	956.00
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	235.00
KAISER FOUNDATION HEALTH PLAN OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80050194	183,397.06
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80050123	320,447.11
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	875.43
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE ADMINISTRATION ACH PMT NO. - 80050242	2,268.65
WASHINGTON DENTAL SERVICE OR CITY OF SPOKANE	INSURANCE CLAIMS ACH PMT NO. - 80050242	22,686.54
	TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND	531,283.79

5900 - ASSET MANAGEMENT FUND OPS

AVISTA CORPORATION	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80050090	15,258.35
AVISTA CORPORATION	UTILITY NATURAL GAS ACH PMT NO. - 80050090	1,259.87
BRILES FENCING CORPORATION	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80050023	353.60
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	485.00
PROFESSIONAL CRANE INSPECTIONS	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80050074	927.01

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	2,092.88
VERIZON WIRELESS BELLEVUE	CELL PHONE ACH PMT NO. - 80050162	285.43
VERIZON WIRELESS BELLEVUE	IT/DATA SERVICES ACH PMT NO. - 80050162	80.26
WESTERN STATES EQUIPMENT CO	OTHER REPAIRS/MAINT SUPPLIES ACH PMT NO. - 80050083	308.32
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		21,050.72

5901 - ASSET MANAGEMENT FUND CAPITAL

BERNARDO-WILLS ARCHITECTS PC	BUILDING IMPROVEMENTS ACH PMT NO. - 80050022	11,240.00
CONSTRUCTIV LLC	OFFICE FURNITURE (NON CAPITAL) ACH PMT NO. - 80050145	39,280.51
SIGNS FOR SUCCESS INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80050033	7,045.21
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		57,565.72

6100 - RETIREMENT

ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	DEFERRED COMPENSATION-MATCHING CHECK NO. - 00549042	260.00
PHILLIP TENCICK	AIRFARE ACH PMT NO. - 80050048	358.00
PHILLIP TENCICK	LODGING ACH PMT NO. - 80050048	254.93
PHILLIP TENCICK	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80050048	63.60

PHILLIP TENCICK	PER DIEM ACH PMT NO. - 80050048	52.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	SOCIAL SECURITY CHECK NO. - 00549059	789.25
	TOTAL FOR 6100 - RETIREMENT	1,777.78

6200 - FIREFIGHTERS' PENSION FUND

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80050123	3,347.96

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

	TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND	3,347.96

6300 - POLICE PENSION

PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80050123	20,171.87
	TOTAL FOR 6300 - POLICE PENSION	20,171.87

6730 - PARKING & BUSINESS IMPROV DIST

DOWNTOWN SPOKANE PARTNERSHIP	DUE TO OTHER GOVERNMENTAL UNIT ACH PMT NO. - 80050189	90,188.25
	TOTAL FOR 6730 - PARKING & BUSINESS IMPROV DIST	90,188.25

6920 - CLAIMS CLEARING FUND

VICTORIA NICODEMUS	ACCOUNTS PAYABLE CHECK NO. - 00548925	2,500.00
	TOTAL FOR 6920 - CLAIMS CLEARING FUND	2,500.00

6960 - SALARY CLEARING FUND NEW

A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 DEPENDENT CARE ACH PMT NO. - 80050166	4,241.23
A W REHN & ASSOCIATES INC OR SPOKANE CITY TREASURER	AW REHN-SEC 125 HEALTH ACH PMT NO. - 80050166	9,592.67
CALIFORNIA STATE DISBURSEMENT UNIT	CA STATE DISBURSEMENT UNIT CHECK NO. - 00549033	810.50
CHILD SUPPORT SERVICES IDAHO CHILD SUPPORT RECEIPTING	IDAHO CHILD SUPPORT SERVICE CHECK NO. - 00549032	331.50
DANIEL H BRUNNER, TRUSTEE CHAPTER 13 TRUSTEE	DANIEL H BRUNNER,TRUSTEE CHECK NO. - 00549036	1,511.56
DIGNITARY PROTECTION TEAM FUND	DIGNITARY PROTECTION TEAM FUND	

% SPOKANE LAW ENFORCEMENT C U	ACH PMT NO. - 80050188	110.00
EDU MEMBERSHIP FUND % SPOKANE LAW ENFORCEMENT C U	EDU MEMBERSHIP FUND ACH PMT NO. - 80050190	22.50
EMPLOYMENT SECURITY DEPT BENEFIT PAYMENT CONTROL	EMPLOYMENT SECURITY DEPT CHECK NO. - 00549038	264.62
FAMILY SUPPORT REGISTRY	FAMILY SUPPORT REGISTRY (CO) CHECK NO. - 00549039	507.68

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HUMAN RESOURCES RE: PARKING FEES	HUMAN RESOURCES CHECK NO. - 00549040	810.50
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA RETIREMENT TRUST 457D CHECK NO. - 00549042	282,623.56
ICMA RETIREMENT TRUST 457 % FIRST NATIONAL BANK OF MD	ICMA ROTH IRA CHECK NO. - 00549042	9,045.20
ICMA RETIREMENT TRUST 457 LOAN PAYMENT	ICMA RETR 457D LOAN PAYMENT CHECK NO. - 00549043	59,739.23
IDAHO STATE TAX COMMISSION	IDAHO STATE TAX COMMISSION CHECK NO. - 00549044	37.50
ING LIFE INSURANCE & ANNUITY OR CITY OF SPOKANE TREAURER	ING LIFE INSURANCE&ANNUITY CO CHECK NO. - 00549045	65,500.10
INT'L ASSN OF FIREFIGHTERS/ UNION LOCAL 29	INTL ASSOC FF LOCAL 29 ACH PMT NO. - 80050201	58,151.14
JUNE WALLACE	JUNE WALLACE CHECK NO. - 00549063	1,082.43
LT & CAPT ASSOCIATION % SPOKANE LAW ENFORCEMENT CU	LIEUTENANTS & CAPTAINS ASSOC ACH PMT NO. - 80050202	1,740.00
LTS & CPTS LEGAL DEFENSE FUND	LEGAL DEFENSE LTS&CAPTS ACH PMT NO. - 80050203	42.00
M & P ASSOCIATION	M&P ASSOCIATION ACH PMT NO. - 80050204	2,670.13
NEW JERSEY SUPPORT PAYMENT CENTER	NJ SUPPORT PAYMENT CENTER CHECK NO. - 00549050	201.50
OFFICE OF THE ATTORNEY GENERAL TX CHILD SUPPORT SDU	OFFICE OF THE ATTY GENERAL CHECK NO. - 00549051	273.50
PEOPLE QUALIFIED COMMITTEE AFL-CIO	PEOPLE QUALIFIED COMMITTEE CHECK NO. - 00549052	15.35
POLICE GUILD LEGAL DEFENSE FUND	POLICE GUILD LEGAL DEFENSE ACH PMT NO. - 80050195	596.00
PRE-PAID LEGAL SERVICES INC	PRE-PAID LEGAL SERVICE INC CHECK NO. - 00549053	475.06
SPOKANE FIRE FIGHTERS BENEFIT TRUST	FIRE LONG TERM DISABILITY ACH PMT NO. - 80050173	17,029.20
SPOKANE POLICE BENEFIT ASSOC % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE BENEFIT ASSOC ACH PMT NO. - 80050218	885.00

SPOKANE POLICE CHAPLAIN ASSOCIATION	POLICE CHAPLIN ASSOC ACH PMT NO. - 80050219	3,452.50
SPOKANE POLICE GUILD ATTN: SARGEANT PAUL CARPENTER	POLICE GUILD ACH PMT NO. - 80050212	20,503.04

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE POLICE GUILD FRATERNAL ORDER OF POLICE	POLICE GUILD FRAT ORDER OF POL ACH PMT NO. - 80050225	558.78
SPOKANE POLICE K-9 MEMBERSHIP FUND	POLICE K9 MEMBERSHIP FUND ACH PMT NO. - 80050220	50.00
SPOKANE POLICE SWAT TEAM %SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE SWAT TEAM ACH PMT NO. - 80050230	380.00
SPOKANE POLICE TACTICAL TEAM % SPOKANE LAW ENFORCEMENT C U	SPOKANE POLICE TACTICAL TEAM ACH PMT NO. - 80050233	296.00
SUPPORT PAYMENT CLEARINGHOUSE	DEPT OF ECONOMIC SECURITY CHECK NO. - 00549037	257.50
UNITED STATES TREASURY INTERNAL REVENUE SERVICE/ ACS	UNITED STATES TREASURY CHECK NO. - 00549058	12.50
UNITED WAY	UNITED WAY ACH PMT NO. - 80050235	1,470.00
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FICA WITHHOLDING-CITY CHECK NO. - 00549059	260,167.40
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	FIT WITHHOLDING-CITY CHECK NO. - 00549059	632,647.83
US BANK OR CITY TREASURER EMP BENEFITS (CITY)	MEDI WITHHOLDING-CITY CHECK NO. - 00549059	98,416.12
US DEPT OF EDUCATION	US DEPT OF EDUCATION CHECK NO. - 00549060	92.52
WA GET PROGRAM	WA GET PROGRAM CHECK NO. - 00549061	1,314.50
WA ST COUNCIL OF CITY & COUNTY EMPLOYEES	WA ST COUNCIL OF CITY&CO EMPL ACH PMT NO. - 80050241	27,603.84
WA STATE SUPPORT REGISTRY OR CITY OF SPOKANE TREASURER	WA STATE CHILD SUPPORT CHECK NO. - 00549062	17,246.56
WESTERN STATES POLICE MEDICAL TRUST	NW PUBLIC EMP MEDICAL TRUST CHECK NO. - 00549064	924.50
WSCCCE, AFSCME, AFL-CIO	WSCCCE AFSCME AFL CIO CHECK NO. - 00549065	300.85
TOTAL FOR 6960 - SALARY CLEARING FUND NEW		1,584,004.10
TOTAL CLAIMS		5,990,553.33

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	7,950.08	42.94	
00548904	ERIC FINCH	811.63		
00548905	PATRICK ALLEN JOHNSTON	180.00		
00548906	ISMAEL CONTRERAS	153.50		
00548907	MCVAY BROTHERS CONTRACTORS	259.50		
00548908	RACHEL AUSTIN	27.50		
00548909	AIR TECH ABATEMENT	338.98		
00548910	BRIAN SPRAY	1,776.19		
00548911	CYNTHIA BRYANT	3,032.67		
00548912	H&W PROPERTIES INC	303.15		
00548913	LEONARD MALOTT	2,200.00		
00548914	MICHELLE LINK	53.73		
00548915	PACIFIC LOFTS LLC	170.37		
00548916	ALEXIX VISGER	135.00		
00548917	RONALD C MOORE	102.00		
00548918	JUDY PEDERSON	42.31		
00548919	THE FA BARTLETT TREE EXPERT			2,834.24
00548920	RRACO INC			118,563.19
00548921	CENTURYLINK	242.54		
00548922	CONTRACTORS NORTHWEST INC	26,797.87		
00548923	FLEET SERVICES IMPREST FUND	270.75		
00548924	GARLAND PRINTING CO	212.16		
00548925	VICTORIA NICODEMUS	2,500.00		
00548926	SPOKANE COUNTY PROSECUTING	1,659.98		
00548927	SPOKANE FIRE DEPARTMENT	141.30		
00548928	STELLAR INDUSTRIAL SUPPLY IN	197.45		
00548929	T-MOBILE	106.12		
00548930	WA STATE DEPT OF LICENSING	30.00		
00548931	WA STATE TREASURER	115,638.34		
00548932	WATER DEPARTMENT	177.23		
00548933	ABADAN REPROGRAPHICS	1,309.60		
00548934	AUDUBON VETERINARY CLINIC	158.10		
00548935	BOUND TREE MEDICAL LLC	39.23		
00548936	CENTURYLINK	4,456.16		
00548937	CITY OF SPOKANE VALLEY	210.00		
00548938	BERNADETTE KING	137.00		
00548939	CALEM MORRIS	114.81		
00548940	LORI PHILLIPS	101.76		
00548941	SPOKANE COUNTY TITLE	40.37		
00548942	SPOKANE COUNTY TITLE	27.83		
00548943	MITCHELL HUMPHREY USER GROUP	500.00		
00548944	PATHOLOGY ASSOCIATES MEDICAL	142.05		
00548945	CAMBRIA RAVSTEN	159.29		
00548946	REHMANN MEDICAL INC	275.00		
00548947	MICHAEL E ROSSI	80.00		
00548948	SPOKANE CITY TREASURER	19.00		
00548949	T-MOBILE	488.80		
00548950	UNITED PARCEL SERVICE	12.13		
00548951	VISIONARY COMMUNICATIONS, IN	73.12		
00548952	WA STATE DEPT OF HEALTH	1,511.00		
00548953	COLE INFORMATION SERVICES		487.95	
00548954	SPOKANE COUNTY TITLE CO			265,711.01
00549020	DUO-SAFETY LADDER CORP	214.69		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00549021	EASTERN WASHINGTON ATTORNEY	115.00		
00549022	LUNDGREN FIRE AND RESCUE	538.56		
00549023	NORTH SPOKANE IRRIGATION	5.00		
00549024	SPOKANE RIVER FORUM	2,500.00		
00549025	KYLIE NAGLE			20.17
00549026	PARK DEPT IMPREST FUND			49.64
00549027	PARK DEPT IMPREST FUND			134.23
00549028	A W REHN & ASSOCIATES	956.00		
00549029	A W REHN & ASSOCIATES	418.00		
00549030	CENTURYLINK	4,070.91		
00549031	CH2M HILL ENGINEERS INC	6,732.98		
00549032	CHILD SUPPORT SERVICES	331.50		
00549033	CALIFORNIA STATE DISBURSEMEN	810.50		
00549034	WATERCO OF THE PACIFIC NORTH	158.10		
00549035	D & W SUPPLIES INC	193.77		
00549036	DANIEL H BRUNNER, TRUSTEE	1,511.56		
00549037	SUPPORT PAYMENT CLEARINGHOUS	257.50		
00549038	EMPLOYMENT SECURITY DEPT	264.62		
00549039	FAMILY SUPPORT REGISTRY	507.68		
00549040	HUMAN RESOURCES	810.50		
00549041	HYDRAULIC CERTIFICATION	3,480.00		
00549042	ICMA RETIREMENT TRUST 457	442,189.19		
00549043	ICMA RETIREMENT TRUST 457 LO	59,739.23		
00549044	IDAHO STATE TAX COMMISSION	37.50		
00549045	ING LIFE INSURANCE & ANNUITY	107,974.19		
00549046	ASSOCIATED CONSTRUCTION	369.21		
00549047	PROPERTY MANAGEMENT PARTNERS	24.69		
00549048	REBECCA LINDEKUGEL	4,111.98		
00549049	TOTAL RECLAIM	500.00		
00549050	NEW JERSEY SUPPORT PAYMENT	201.50		
00549051	OFFICE OF THE ATTORNEY GENER	273.50		
00549052	PEOPLE QUALIFIED COMMITTEE	15.35		
00549053	PRE-PAID LEGAL SERVICES INC	475.06		
00549054	RANDALL & DANSKIN PS	2,009.41		
00549055	STREET DEPT IMPREST FUND	27.21		
00549056	BRAD L WHITE	5,324.73		
00549057	UNITED RENTALS NW INC	4,206.03		
00549058	UNITED STATES TREASURY	12.50		
00549059	US BANK OR CITY TREASURER	1,349,815.43		
00549060	US DEPT OF EDUCATION	92.52		
00549061	WA GET PROGRAM	1,314.50		
00549062	WA STATE SUPPORT REGISTRY OR	17,246.56		
00549063	JUNE WALLACE	1,082.43		
00549064	WESTERN STATES POLICE MEDICA	1,549.50		
00549065	WSCCCE, AFSCME, AFL-CIO	300.85		
00549066	RANDY ENGLE	18,805.10		
00549067	ATLAS SAND AND ROCK INC			4,141.81
00549068	SPOKANE REGIONAL HEALTH DIST			8,340.00
80050021	INLAND NW AGC APPRENTICESHIP			
80050022	BERNARDO-WILLS ARCHITECTS PC	11,240.00		
80050023	BRILES FENCING CORPORATION	353.60		
80050024	C & C YARD CARE	288.32		
80050025	CITY SERVICE VALCON LLC	26,859.94		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80050026	DOPPELMAYER USA INC			7,564.84

80050027	ELJAY OIL CO INC	2,016.48			
80050028	ENGINEERING REMEDIATION				91,939.29
80050029	ALEXANDRIA LYNN GOOLIE	120.00			
80050030	JACOB KOSLOWSKY	49.94			
80050031	ELIZABETH A PIKE				700.00
80050032	CARRIE L PAETSCH	960.50			
80050033	SIGNS FOR SUCCESS INC	7,045.21			
80050034	SPOKANE NEIGHBORHOOD ACTION				
80050035	KELLY CHADWICK				8,860.60
80050036	SPOKANE COUNTY AUDITOR	1,050.00			
80050037	SPOKANE HOUSE OF HOSE INC	857.72			
80050038	US BANK	884.00			
80050039	US BANK	171,194.13			
80050040	WEST CENTRAL COMMUNITY				
80050041	WOMENS & CHILDRENS FREE				
80050042	YFA CONNECTIONS				
80050044	JOHN B HARE	180.00			
80050045	ROBERT W KAUL	180.00			
80050046	EDWARD JAMES NEAL	60.00			
80050047	TENA RISLEY	120.00			
80050048	PHILLIP TENCICK	728.53			
80050049	ACRANET CBS BRANCH/DIV OF	265.50			
80050050	AHBL INC				10,000.00
80050051	NORTHWEST INDUSTRIAL SERVICE	115.71			
80050052	AVISTA CORPORATION	2,509.85			
80050053	AVISTA UTILITIES	319.19			
80050054	AZTECA SYSTEMS INC	76,160.00			
80050055	BIG BELLY SOLAR INC	6,273.80			
80050056	CLEARWATER CONSTRUCTION &	671,528.17			
80050057	CLUB PROPHET SYSTEMS				1,218.56
80050058	COCHRAN INC				2,157.20
80050059	COMPUNET INC	8,500.00			
80050060	CORBIN SENIOR ACTIVITY CENTE				2,612.50
80050061	DESIGNER DECAL INC	161.02			
80050062	DEVRIES INFORMATION MANAGEME	22.40			
80050063	ENVIRONMENT CONTROL OF SPOKA	4,375.00			
80050064	FIRSTWATCH SOLUTIONS INC	78,861.60			
80050065	GALLS LLC	1,351.32			
80050066	KPFF CONSULTING ENGINEERS				9,015.61
80050067	JACOB CECIL LEWIS				450.00
80050068	M & L CONSTRUCTION				1,958.40
80050069	MAX J KUNEY COMPANY	871,221.72			
80050070	MICHAEL TERRELL LANDSCAPE				1,334.50
80050071	PARKEON INC				585.00
80050072	PMWEB INC	7,168.75			
80050073	POWERCOM.INC				1,442.69
80050074	PROFESSIONAL CRANE INSPECTIO	927.01			
80050075	RIVER PARK SQUARE LLC	740.00			
80050076	SPOKANE COUNTY TREASURER	9,648.19			
80050077	SPOKANE EMERGENCY PHYSICIANS	14,280.72			
80050078	SPOKANE PARK FOUNDATION				116,429.49
80050079	STEVEN A MEEK ARCHITECTS				252.50

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80050080	LARRY TANGEN	1,410.50		
80050081	VERIZON WIRELESS BELLEVUE	32,530.21		
80050082	WESTERN EXTERMINATOR COMPANY			680.00
80050083	WESTERN STATES EQUIPMENT CO	308.32		
80050084	CHRISTEN ANN KISHEL PHD	7,650.00		

80050085	ACRANET CBS BRANCH/DIV OF	48.00		
80050086	ACTION MEDICAL INC	67.13		
80050087	AECOM TECHNICAL SERVICES INC	8,361.86		
80050088	NORTHWEST INDUSTRIAL SERVICE	351.11		
80050089	ARAMARK UNIFORM SERVICES	23.83		
80050090	AVISTA CORPORATION	16,518.22		
80050091	AVISTA UTILITIES	22,353.81		
80050092	BAKER & TAYLOR BOOKS		8,021.55	
80050093	CENGAGE LEARNING INC		89.73	
80050094	CLEAN ENERGY INC	16,274.54		
80050095	COPIERS NORTHWEST INC	795.28		
80050096	COWLES PUBLISHING COMPANY	1,779.47		
80050097	DESIGNER DECAL INC	140.16		
80050098	DEVRIES INFORMATION MANAGEME	103.04		
80050099	FASTENAL CO	273.00		
80050100	FEDERAL EXPRESS CORP/DBA FED	857.05		
80050101	FROSTY ICE/DIV OF R PLUM COR	100.53		
80050102	GARY S NELSON CONSULTING	8,381.25		
80050103	GEO ENGINEERS INC	3,780.25		
80050104	GRAINGER INC	343.29		
80050105	GROUNDWATER SOLUTIONS INC	39,300.14		
80050106	GUNARAMA WHOLESALE INC	9,291.69		
80050107	H D FOWLER COMPANY	190.41		
80050108	CORE & MAIN LP	7,188.64		
80050109	HACH COMPANY	1,276.23		
80050110	HASKINS STEEL CO INC	1,153.61		
80050111	HATCH ASSOCIATES CONSULTANTS	2,018.00		
80050112	INGRAM LIBRARY SERVICES LLC		486.21	
80050113	INLAND ENVIRONMENTAL RESOURC	13,547.23		
80050114	KEMIRA WATER SOLUTIONS INC	42,288.90		
80050115	KPFF CONSULTING ENGINEERS	16,614.49		
80050116	MIDWEST TAPE		14,623.25	
80050117	NATIONAL FILTER MEDIA	11,127.48		
80050118	NETWORK SERVICES COMPANY	352.34		
80050119	TRANSITIONAL PROGRAMS FOR	130.56		
80050120	NORCO INC	851.15		
80050121	OVERDRIVE INC		1,998.50	
80050122	PHENOVA INC	352.80		
80050123	PREMERA BLUE CROSS OR	343,966.94		
80050124	RECORDED BOOKS INC		624.74	
80050125	SAFWAY SERVICES INC	1,958.40		
80050126	SARGENT ENGINEERS INC	2,168.00		
80050127	SCHIMMELS CONSTRUCTION	72,084.97		
80050128	SHAMROCK MANUFACTURING INC	44,813.39		
80050129	SPOKANE COUNTY TITLE CO	284,720.24		
80050130	TESTAMERICA LABORATORIES INC	2,622.00		
80050131	TWO RIVERS TERMINAL LLC	4,231.88		
80050132	VERIZON WIRELESS BELLEVUE	247.21		

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80050133	WASTE MANAGEMENT OF WA DBA	622.47		
80050134	WHITNEY EQUIPMENT COMPANY IN	2,402.85		
80050135	LOUIS LEFEBVRE	491.07		
80050136	JAMIE J MCINTYRE	129.85		
80050138	MARK PAPICH	228.90		
80050139	WILLIAM R PEACOCK	49.50		
80050141	INLAND NW AGC APPRENTICESHIP			
80050142	BEACON SERVICE INC	1,161.15		
80050143	BUDINGER & ASSOCIATES INC	3,953.27		

80050144	CONSOLIDATED ELECTRICAL				1,785.54
80050145	CONSTRUCTIV LLC	39,280.51			
80050146	DELL MARKETING LP	7,049.14			
80050147	DEVRIES INFORMATION MANAGEME	8.96			
80050148	DOWNTOWN SPOKANE PARTNERSHIP	3,500.00			
80050149	EUROFINS FRONTIER GLOBAL	506.00			
80050150	FRONTIER BEHAVIORAL HEALTH				
80050151	GREATER SPOKANE INC	600.00			
80050152	JENNY TUPPER MOOMAW	203.13			
80050153	KING BEVERAGE INC				165.39
80050154	THE MALLORY CO	5,984.00			
80050155	NE COMMUNITY CENTER ASSN				
80050156	PACER SERVICE CENTER	23.00			
80050157	SACRED HEART ENGINEERING	2,814.00			
80050158	SITECRAFTING INC				
80050159	SPOKANE COUNTY TREASURER	1,302.45			
80050160	STERICYCLE INC	1,244.73			
80050161	SYSCO FOOD SERVICES INC				447.42
80050162	VERIZON WIRELESS BELLEVUE	3,271.24			
80050163	VOLUNTEERS OF AMERICA OF				
80050164	WINGFOOT COMMERCIAL TIRE	268.24			
80050165	XO COMMUNICATIONS INC	34.20			
80050166	A W REHN & ASSOCIATES INC OR	13,833.90			
80050167	ANATEK LABS INC	3,806.00			
80050168	ASPEN NURSERY LLC				3,453.96
80050169	AUSTIN KAYAK LLC.				869.16
80050170	AVISTA UTILITIES	14,952.68			
80050171	BANNER FURNACE & FUEL	55.27			
80050172	BATTERY SYSTEMS INC	956.96			
80050173	SPOKANE FIRE FIGHTERS BENEFI	17,029.20			
80050174	BROWN AND CALDWELL	608.90			
80050175	C & C YARD CARE	261.12			
80050176	CH2M HILL	5,832.37			
80050177	CINTAS CORPORATION NO 3	1,705.61			
80050178	CITY SERVICE VALCON LLC				4,244.38
80050179	CONNELL OIL INC	772.20			
80050180	STEVE CONNER				4,320.92
80050181	CONTROL SOLUTIONS NW INC	5,383.97			
80050182	COPIERS NORTHWEST INC	112.10			
80050183	CORBIN SENIOR ACTIVITY CENTE				2,612.50
80050184	CREEK AT QUALCHAN GOLF COURS				7,971.16
80050185	DELTA BUSINESS TRAINING LLC	8,000.00			
80050186	DEVRIES INFORMATION MANAGEME	210.00			
80050187	DICK IRVIN INC.	365.00			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80050188	DIGNITARY PROTECTION TEAM FU	110.00		
80050189	DOWNTOWN SPOKANE PARTNERSHIP	90,188.25		
80050190	EDU MEMBERSHIP FUND	22.50		
80050191	EXPRESS EMPLOYMENT			2,289.60
80050192	FASTENAL CO	4,594.47		
80050193	GRAYMONT CAPITAL INC.	22,868.89		
80050194	KAISER FOUNDATION HEALTH PLA	183,397.06		
80050195	POLICE GUILD LEGAL DEFENSE	596.00		
80050196	HDR ENGINEERING INC	2,164.87		
80050197	HORIZON DISTRIBUTORS			24,392.67
80050198	HILLYARD SENIOR ACTIVITY CTR			6,666.66
80050199	HYDRAULICS PLUS INC	3,681.83		
80050200	INSIGHT DISTRIBUTING INC			10,549.99

80050201	INT'L ASSN OF FIREFIGHTERS/	58,151.14			
80050202	LT & CAPT ASSOCIATION	1,740.00			
80050203	LTS & CPTS LEGAL DEFENSE FUN	42.00			
80050204	M & P ASSOCIATION	2,670.13			
80050205	MCCOY POWER CONSULTANTS INC	6,250.00			
80050206	MICHAEL TERRELL LANDSCAPE	3,182.79			
80050207	MID CITY CONCERNS INC				1,543.75
80050208	MODERN MACHINERY CO INC	31,993.80			
80050209	NORCO INC	14.70			
80050210	NORTHEAST YOUTH CENTER				11,628.17
80050211	MARK HENDERSON	511.36			
80050212	SPOKANE POLICE GUILD	20,503.04			
80050213	PROJECT JOY				2,580.83
80050214	SANDBAGGERS CLUB LLC				3,214.43
80050215	SCS ENGINEERS	1,591.20			
80050216	SINTO SENIOR CENTER				6,434.17
80050217	SOUTHWEST SPOKANE COMMUNITY				3,328.92
80050218	SPOKANE POLICE BENEFIT ASSOC	885.00			
80050219	SPOKANE POLICE CHAPLAIN	3,452.50			
80050220	SPOKANE POLICE K-9 MEMBERSHI	50.00			
80050221	SPOKANE COUNTY TREASURER	14,097.97			
80050222	SPOKANE CRANE & MACHINERY	783.36			
80050223	SPOKANE HOUSE OF HOSE INC	3,508.16			
80050224	SPOKANE INT'L AIRPORT	348.48			
80050225	SPOKANE POLICE GUILD FRATERN	558.78			
80050226	SPOKANE PRO CARE INC	392.75			
80050227	SPOKANE PUBLIC SCHOOLS	10,508.35			
80050228	SPRAGUE PEST CONTROL/DIV OF				790.96
80050229	SUMMIT LAW GROUP PLLC	1,466.50			
80050230	SPOKANE POLICE SWAT TEAM	380.00			
80050231	SYSCO FOOD SERVICES INC				5,573.91
80050232	T & T GOLF MANAGEMENT INC				12,726.44
80050233	SPOKANE POLICE TACTICAL TEAM	296.00			
80050234	TRINDERA ENGINEERING	2,987.50			
80050235	UNITED WAY	1,470.00			
80050236	UNIVERSAL PROTECTION SERVICE	230.58			
80050237	US BANK TRUST NA				
80050238	US BANK OR CITY TREASURER	10,224.89			
80050239	VERIZON WIRELESS BELLEVUE	4,585.44			
80050240	VOLT MANAGEMENT CORP	12,363.75			

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80050241	WA ST COUNCIL OF CITY & COUN	27,603.84		
80050242	WASHINGTON DENTAL SERVICE OR	24,955.19		
80050243	WESCO DISTRIBUTION INC	115.39		
80050244	WESLEY HOWARD MORRIS	237.50		
80050245	WESTERN PETERBILT LLC	3,421.07		
80050246	WESTERN STATES EQUIPMENT CO	3,214.22		
80050247	XEROX CORPORATION	3,996.04		
80050248	ZAMPELL REFRACTORIES INC	54,625.59		
		5,990,553.33	26,374.87	774,586.40

CITYWIDE TOTAL: 7,583,650.92

MINUTES OF SPOKANE CITY COUNCIL

Monday, May 7, 2018

BRIEFING SESSION

The Briefing Session of the Spokane City Council held on the above date was called to order at 3:30 p.m. in the Council Briefing Center in the Lower Level of the Municipal Building, 808 West Spokane Falls Boulevard, Spokane, Washington.

Roll Call
On roll call, Council President Stuckart and Council Members Burke, Fagan, Kinnear, Mumm, and Stratton were present. Council Member Beggs was absent.

Finance and Administration Division Director Tim Dunivant, City Council Policy Advisory Brian McClatchey, and City Clerk Terri Pfister were also present on the dais.

Advance Agenda Review
The City Council received an overview from staff on the May 14, 2018, Advance Agenda items.

Action to Approve May 14, 2018, Advance Agenda
Following staff reports and Council inquiry and discussion regarding the May 14, 2018, Advance Agenda items, the City Council took the following action (pursuant to Council Rule 2.1.2):

> **Motion** by Council Member Fagan, seconded by Council Member Mumm, **to approve** the Advance Agenda for Monday, May 14, 2018 (as amended); **carried unanimously (Council Member Beggs absent).**

ADMINISTRATIVE SESSION

Current Agenda Review
The City Council considered the May 7, 2018, Current Consent Agenda.

CONSENT AGENDA

Upon Unanimous Voice Vote (in the affirmative), the City Council unanimously (Council Member Beggs absent) approved Staff Recommendations for the following:

Renew Value Blanket Orders for Cold Mix Asphalt through December 31, 2021 with:

a. Central Pre-Mix (OPR 2016-0944 / BID 4305-16)

b. Shamrock Paving (OPR 2016-0945 / BID 4305-16)

c. Lakeside Industries (OPR 2016-0946 / BID 4305-16)

d. Kool Mix Asphalt, Inc. (OPR 2016-0947 / BID 4305-16)

Total Estimated Annual Cost: $300,000 (incl. tax). (All Washington State companies.)

Three-Year Value Blanket Order for Miscellaneous Stock Steel to Haskins Steel (Spokane, WA) with two one-year renewals—estimated annual expenditure $300,000 (incl. tax). (OPR 2018-0271 / BID 4444-18)

Purchases for the Fleet Services Department of:

a. three Ford Escapes for the Wastewater Maintenance Department using Washington State Contract #05916—$74,835.02 (incl. tax). (OPR 2018-0272)

b. one Kenworth Single Axel Chassis and Dump Body—$198,302.30 (incl. tax) and one Kenworth Tandem Axel Chassis and Dump Body for the Street Department—$266,449.48 (incl. tax). The Dump Bodies will be purchased using the Lake Highway District Plow Truck Contract and the Kenworth Chassis will be purchase using NJPA Contract #081716-KTC. (OPR 2018-0273)

c. one Tymco 500X Street Sweeper using the HGAC Buy Contract #SW04-18—$304,989.05, and one Elgin Eagle Street Sweeper using NJPA Contract #122017-FSC for the Street Department—$352,411.35 (incl. tax). (OPR 2018-0274)

d. two John Deere 524K-II Loaders from Pape Machinery (Spokane, WA) for the Street Department using the NJPA Contract #032515-JDC—$398,323.81 (incl. tax). (OPR 2018-0275)

GMP Amendment No. 6 with MWH Constructors and Slayden Construction Group, a joint venture (Bellevue, WA), for continuation of work at the Wastewater Treatment Facility to implement the Integrated Clean Water Plan—increase of $24,951,856, and administrative reserve of $748,541, which is 3% of the contract price, will be set aside. Total Contract Amount: $25,699,897. (OPR 2015-0834)

Two-Year Contract with SHI International, Corp. (Somerset, NJ) for Microsoft Select Agreement utilizing the WA State DES/Microsoft Contract. June 1, 2018 - May 31, 2020—estimated costs for 2018: $133,929.11 (incl. tax) and 2019: $133,929.11 (incl. tax). Total Contract Amount: $267,858.22. (OPR 2018-0255)

Low Bid of L & L Cargile, Inc., (Spokane Valley, WA) for High Drive from 29th Avenue to 21st Avenue─$2,411,999.65. An administrative reserve of $241,199.97, which is 10% of the contract price, will be set aside. (OPR 2018-0275 / ENG 2015127)

Sub-recipient funding agreements with:

a. Spokane Housing Ventures to purchase land at 2830 East Francis Avenue and 6205-6211 North Regal to construct the Jayne Auld Manor affordable rental housing project─$359,200 CDGB funds. (OPR 2018-0277)

b. Spokane Neighborhood Action Partners to repair the 43-unit Resident Court Apartments at 1203 West 5th Avenue benefitting low-income tenants─$100,000 CDBG funds. (OPR 2018-0278)

Recommendations to list on the Spokane Register of Historical Places:

a. Cooper-George Apartments, 707 West 5th Avenue. (OPR 2018-0279)

b. Hobson Building (Barrister Winery), 1213 West Railroad Avenue. (OPR 2018-0280)

Memorandum of Understanding with Visit Spokane to establish a regional information center in the former Fountain Café building. (OPR 2018-0281)

Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through April 27, 2018, total $7,980,880.53 (Check Nos. 548551-548744; Payment Nos. 49471-49737), with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total $6,594,199.23. (CPR 2018-0002)

City Council Meeting Minutes: April 23, 2018 and April 26, 2018. (CPR 2018-0013)

Council Recess/Executive Session
The City Council adjourned at 3:38 p.m. No Executive Session was held. The City Council reconvened again at 6:00 p.m. for the Regular Legislative.

LEGISLATIVE SESSION

Pledge of Allegiance
The Pledge of Allegiance was led by Council President Stuckart.

Roll Call
Council President Stuckart and Council Members Beggs, Burke, Fagan, Kinnear, Mumm, and Stratton were present.

City Clerk Terri Pfister and City Council's Policy Advisor Brian McClatchey were also present.

RESOLUTION 2018-0037
Council President Stuckart, as the sponsor, requested a motion to defer Resolution 2018-0037 for three weeks and in the meantime he will meet with event organizers to hear their concerns and clarify language in the resolution.

> **Motion** by Council Member Fagan, seconded by Council Member Mumm, **to defer** Resolution 2018-0037 (regarding City policy for approval of special event permits) for *three weeks; **carried unanimously.**

[Clerical Note: A deferral of three weeks lands on the City Council meeting of Tuesday, May 29, 2018; however, this meeting has been canceled. (Monday, May 28, 2018, is a designated City holiday.) Therefore, the resolution is deferred to the next regular scheduled City Council meeting to be held on Monday, June 4, 2018.]

PROCLAMATIONS
Month of May 2018 *Asian American Pacific Islander Heritage Month*

Council Member Fagan read the proclamation. The proclamation was accepted by members of the Asian America Pacific Islander community. The proclamation encourages all citizens to celebrate the culture diversity of Asian Americans and Pacific Islanders by learning about the many different cultures, languages, and ethnicities that embody the AAIP community.

Month of May 2018 *Mental Health Awareness Month*

Council Member Stratton read the proclamation. The proclamation notes that since 1949 the month of May has been observed as mental health month and month health awareness is an important part of the Spokane community. The number of people afflicted with mental health issues in our country is one in five which translates to up to 20 percent of our community may suffer from some form of mental illness. A representative accepted the proclamation.

May 15, 2018 *College Signing Day*

Council Member Beggs read the proclamation. The proclamation notes the College Success Foundation provides a unique integrated system of supports and scholarships for our underserved low income students to finish high school, graduate from college and succeed in life. The proclamation urges all citizens to join College Success Foundation Spokane in empowering underserved youth with the gift of education and opportunity so that all young people have the same chance to finish high school, graduate from college and succeed in life. Representatives of the event accepted the proclamation.

CITY ADMINISTRATION REPORT

Spokane Ponderosa – Presentation of Certificates

Council Member Kinnear introduced Toni Sharkey and Josie Dix who represent a group of citizens that focus on the conservation and restoration of the City's official tree the ponderosa pine. Certificates are presented about every six months and they are mostly for appreciation and recognition of certain categories, especially for conservation and restoration. The categories are: commercial, single family residential, nonprofit organizations, public, and multifamily residential. Award certificates were presented to the following:

- Carroll McInroe for preserving a grove of trees on his property between the County line and his property line.
- *The Spokesman-Review* for publishing three articles over the last three months informing the Spokane public about ponderosa pine trees.
- Unity Spiritual Center for conserving through upkeep of pine needles and maintaining old growth ponderosa pines, as well as replanting evergreens, which compliments the Comstock Neighborhood.
- Huckleberry's on Monroe and 14th for giving away native ponderosa pines on Earth Day.

There were no **Appointments.**

COUNCIL COMMITTEE REPORTS

Public Safety and Community Health Committee Meeting

Council Member Kinnear reported on the Public Safety and Community Health Committee meeting held earlier today (May 7, 2018). Minutes of the Public Safety and Community Health Committee meeting are filed with the City Clerk's Office and are available for review following approval by the Public Safety and Community Health Committee.

OPEN FORUM

Joe Shogan provided remarks as it pertains to an accounting of the Cotton/Straub matters and his complaint and recent hearing before the Ethics Commission.

Jason Doud remarked on the Airbnb market and spoke regarding a local laundry mat (Laundry Land) in the East Central community that is for sale and stated he would not like to see the place leave or turn into something else.

Jennifer Bates spoke positively regarding Downtown Spokane and the park (Riverfront Park). She also remarked that a traffic light is needed at 5th and Sherman near the Rockwood Clinic area.

Jerry Beaver remarked on local contractors and local projects. He spoke about a proposed Amazon project which he stated is taking bids from contractors out of state and out of region.

Ann Donahue stated she would like to see Spokane become a nuclear free zone and urged the City to join 30 other cities in having a nuclear free zone.

Carol Ellis requested the City Council to kick start the process by which public input occurs for the proposed change by the Plan Commission on the DTC-100 zone. She asked the City Council to start early because the Plan Commission reverted to their August plan from last year when there was no public input and only public input from the developers.

John Lemus referred back to his open forum public testimony on the night of the (April) 23rd. He stated during that meeting he encouraged anyone if they had citizen complaints that were discrimination complaints or human rights complaints to forward those directly to staff. He stated Alex Reynolds is going to be continuing as the City staff liaison to the SHRC, so John asked that if anyone has citizen complaints that are human rights related or discrimination related to please send those directly to Alex Reynolds who will put them through the process. He also thanked City Council and the City for all the effort in helping fund the Ridpath.

LEGISLATIVE AGENDA

SPECIAL BUDGET ORDINANCES

Special Budget Ordinances C35618

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

ORD C35618 Asset Management Fund
FROM: Loan Proceeds, $7,500,000
TO: Capital Expenditures, same amount.

(This action establishes a budget for the SIP loan related to capital improvements at the City's golf courses.)

Special Budget Ordinances C35619

Upon Unanimous Roll Call Vote, the City Council **passed** the following Special Budget Ordinance amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for

2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

ORD C35619 General Fund
FROM: Unappropriated Reserves, $35,000;
TO: Staff Services-Info Services-Software, same amount.

(This action allows for the purchase/development/implementation of a Use of Force Dashboard.)

There were no **Emergency Ordinances.**

RESOLUTIONS
Resolution 2018-0036 (CR: OPR 2108-0286)
Andrew Worlock of Planning and Development provided an overview of Resolution 2018-0036. Subsequent to the opportunity for public testimony, with no individuals requesting to speak, and Council commentary, the following action was taken:

> **Upon Unanimous Roll Call Vote,** the City Council **adopted Resolution 2018-0036** approving an agreement between the City and Hos and Boz, LLC relating to development and renovation of the Otis Hotel, and relating to certain public infrastructure costs–$83,240.

For Council action on Resolution 2018-0037, see section of minutes following "Roll Call."

FINAL READING ORDINANCES
Final Reading Ordinance C35469
Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35469** vacating the alley between Spokane Falls Boulevard and Main Avenue from the east line of Wall Street to the west line of Howard Street. (First reading held on April 23, 2018.)

Final Reading Ordinance C35615
Council Member Lori Kinnear, as the sponsor, provided an overview of Final Reading Ordinance C35615. Public testimony was received and Council commentary held, after which the following action was taken:

> **Upon 6-1 Roll Call Vote (Council Member Burke voting "no"),** the City Council **passed Final Reading Ordinance C35615** relating to the protection of public lands and properties within the City of Spokane and

adopting a new article VI and sections 12.02.1000, 12.02.1002, 12.02.1004, 12.02.1006, 12.02.1008, 12.02.1010, and 12.02.1012 of the Spokane Municipal Code; and repealing SMC Chapter 10.08B.

[Clerical Note: Due to a clerical error in the submission of Ordinance C35615, the title of Ordinance C35615 appeared on the City Council's agenda as "Relating to the protection of public lands and properties within the City of Spokane and adopting a new article VI and sections 12.02.1000, 12.02.1002, 12.02.1004, 12.02.1006 and 12.02.1008 of the Spokane Municipal Code." The ordinance title was inadvertently missing reference to SMC Sections 12.02.1010, 12.02.1012, and the repeal of SMC Chapter 10.08B, each of which appears in the body ordinance. The title of Ordinance C35615 has been corrected to include the missing sections and the repeal chapter, and the action above reflects the corrected title of Ordinance C35615. Corrections to Ordinance C35615 were made pursuant to SMC 1.01.040(E) which provides "The city clerk has the authority to correct clerical or typographical errors and to make technical or editorial changes...in this code as necessary."]

Final Reading Ordinance C35616
Council Member Lori Kinnear, as the sponsor, provided an overview of Final Reading Ordinance C35616. Public testimony was received and Council commentary held, after which the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **passed Final Reading Ordinance C35616** relating to Parks; adopting a new chapter 12.06A to Title 12 of the Spokane Municipal Code and repealing Chapter 12.06 SMC and SMC section 10.10.040.

[Clerical Note: Ordinance C35616 as filed with the City Clerk's Office contained errors in formatting. In order to properly update the online municipal code, the ordinance was reformatted following Council's passage of the ordinance, which included making clerical corrections to the title of the ordinance. The title of Ordinance C35616 appeared on the City Council's agenda as "Relating to Parks; amending Chapter 12.06 SMC and repealing 10.10.040 of the Spokane Municipal Code." The action above reflects the corrected title of Ordinance C35616. Also, as a result of the passage Ordinance C35616, the City Clerk's Office will perform a code update to the Penalty Schedule under SMC1.05.210 so that it will correctly contain a reference to Section 12.06A.050 Penalty for Violation of Parks Rules and Regulations, which section is a part of the adoption of the new chapter 12.06A to Title 12 of the Spokane Municipal Code. Corrections to Ordinance C35615 were made pursuant to SMC 1.01.040(E) which provides "The city clerk has the authority to correct clerical or typographical errors and to make technical or editorial changes...in this code as necessary."]

FIRST READING ORDINANCE
The following ordinance was read for the first time, with further action deferred:

ORD C35620 Relating to standards for the for-cause removal of members of boards and commissions; enacted new sections 4.01.035, 4.05.025, 4.06.035, 4.06.125, 4.07.020, 4.08.035, 4.10.025, 4.11.020, 4.12.035, 4.14.045, 4.16.045, 4.20.045, 4.28.035, 4.30.025, 4.34.035, and 4.35.035; and amending sections 4.01.030, 4.13.030 and 4.23.040 of the Spokane Municipal Code.

There were no **Special Considerations.**

There were no **Hearings.**

SECOND OPEN FORUM

Gabriel Elliott remarked on Ralph Nader, Bob Glatzer, KYRS.org and Mike Fitzsimmons, as well as made other remarks.

ADJOURNMENT
There being no further business to come before the City Council, the Regular Legislative Session of the Spokane City Council adjourned at 7:34 p.m.

Minutes prepared and submitted for publication in the May 16, 2018, issue of the *Official Gazette*.

_____
Terri Pfister
Spokane City Clerk

Approved by Spokane City Council on _____, 2018.

_____
Ben Stuckart
City Council President

STUDY SESSION MEETING MINUTES
SPOKANE CITY COUNCIL
Thursday, May 10, 2018

A Special Meeting of the Spokane City Council was held on the above date at 3:35 p.m. in the City Council Briefing Center, Lower Level – City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington. Council President Stuckart and Council Members Burke, Kinnear, Mumm, and Stratton were present. Council Member Beggs and Fagan were absent.

The following topics were discussed:

- Trent Avenue Bridge Project
- Mini Storage Policy

The meeting was open to the public but was conducted in a study session format. No public testimony was taken and discussion was limited to appropriate officials and staff.

The meeting adjourned at 4:20 p.m.

Minutes prepared and submitted for publication in the May 16, 2018, issue of the Official Gazette:

_____
Terri L. Pfister, MMC
Spokane City Clerk

Approved by City Council on _____, 2018.

_____
Ben Stuckart
City Council President

Agenda Sheet for City Council Meeting of: 06/04/2018		Date Rec'd	5/16/2018
		Clerk's File #	CPR 2007-0040
		Renews #	
Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 6256774	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions Appointments	Requisition #	
Agenda Item Name	0520 APPOINTMENT TO THE SALARY REVIEW COMMISSION		

Agenda Wording

Appointment of Dycelia Weiss to fill the remainder of a vacated seat (District 1) on the Salary Review Commission, beginning immediately and serving until 12/31/2019.

Summary (Background)

Appointment of Dycelia Weiss to fill the remainder of a vacated seat (District 1) on the Salary Review Commission, beginning immediately and serving until 12/31/2019.

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

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

Agenda Sheet for City Council Meeting of: 06/04/2018		Date Rec'd	5/16/2018
		Clerk's File #	CPR 2007-0040
		Renews #	
Submitting Dept	MAYOR	Cross Ref #	
Contact Name/Phone	BRANDY COTE 6256774	Project #	
Contact E-Mail	BCOTE@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Boards and Commissions Appointments	Requisition #	
Agenda Item Name	0520 APPOINTMENT TO THE SALARY REVIEW COMMISSION		

Agenda Wording

Appointment of Christopher Savage and Linda McDermott to fill two at-large vacancies on the salary review commission. Term should begin immediately and continue to 12/31/2021.

Summary (Background)

Appointment of Christopher Savage and Linda McDermott to fill two at-large vacancies on the salary review commission. Term should begin immediately and continue to 12/31/2021.

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

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

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	4/24/2018
		Clerk's File #	ORD C35621
		Renews #	
Submitting Dept	NEIGHBORHOOD SERVICES & CODE	Cross Ref #	
Contact Name/Phone	MELISSA X6087	Project #	
Contact E-Mail	MWITTSTRUCK@SPKANECITY.ORG	Bid #	
Agenda Item Type	Special Budget Ordinance	Requisition #	
Agenda Item Name	4700 SPECIAL BUDGET ORDINANCE		

Agenda Wording

Amending Ordinance No. C-35565, passed the City Council December 11, 2017, and appropriating funds in Development Services, FROM: Unappropriated Reserves, $366,276; TO: Contractual Services, same amount.

Summary (Background)

A demolition has been ordered by the city Building Official for the property located at 3011 E. Wellesley. The demolition was ordered due to a fire that left the structure in an unsound and unsafe condition. This ordinance appropriates the funds needed to execute a contract for the demolition.

Fiscal Impact	Grant related? NO Public Works? YES	Budget Account
Expense	$ 366,276.00	# 4700-30210-24100-54201-99999
Select	$	#
Select	$	#
Select	$	#

Approvals		Council Notifications	
Dept Head	BECKER, KRIS	**Study Session**	PSC 2/5 & 4/9
Division Director	KINDER, DAWN	**Other**	
Finance	ORLOB, KIMBERLY	Distribution List	
Legal	SZAMBELAN, TIMOTHY		
For the Mayor	DUNIVANT, TIMOTHY		
Additional Approvals			
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

ORDINANCE NO C35621

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

WHEREAS, subsequent to the adoption of the 2018 budget Ordinance No. C-35565, as above entitled, and which passed the City Council December 11, 2017, it is necessary to make changes in the appropriations of the Development Services Center 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 Development Services Center Fund, and the budget annexed thereto with reference to the Development Services Center Fund, the following changes be made:

FROM:	4700-99999	Development Services Center	
	99999-28810	Undesignated Fund Balance	***$ 366,276***
TO:	4700-30210	Development Services Center Fund	
	24100-54201	Contractual Services	***$ 366,276***

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to budget for unanticiapted demolition costs, 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: 05/21/2018		Date Rec'd	5/7/2018
		Clerk's File #	RES 2018-0038
		Renews #	
Submitting Dept	HUMAN RESOURCES	Cross Ref #	
Contact Name/Phone	CHRIS 6383	Project #	
Contact E-Mail	CCAVANAUGH@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Resolutions	Requisition #	
Agenda Item Name	0620 RESOLUTION APPOINTING MICHELLE HUGHES AS ACCOUNTING		

Agenda Wording

Resolution appointing Michelle Hughes as Accounting Director

Summary (Background)

Resolution appointing Michelle Hughes as Accounting Director

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

Approvals		Council Notifications	
Dept Head	CAVANAUGH, CHRISTINE	**Study Session**	
Division Director	CAVANAUGH, CHRISTINE	**Other**	
Finance	BUSTOS, KIM	Distribution List	
Legal	DALTON, PAT		
For the Mayor	DUNIVANT, TIMOTHY		
Additional Approvals			
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

RESOLUTION 2018 -

A Resolution approving the appointment of Michelle Hughes as Director of Accounting for the City of Spokane.

WHEREAS, Section 24 of the City Charter provides that the Mayor shall have the power to appoint department heads subject to the approval of the City Council; and

WHEREAS, Section 5.2.6 of the City Council Rules of Procedure states that approval of appointment of department heads shall be by Resolution; and

WHEREAS, after full consideration, Mayor David Condon has appointed Ms Hughes as Director of Accounting for the City of Spokane --

NOW, THEREFORE,

BE IT RESOLVED by the City Council for the City of Spokane that it hereby approves the appointment of Michelle Hughes as Director of Accounting for the City of Spokane.

ADOPTED BY THE CITY COUNCIL ON _ _____, 2018.

_____
City Clerk

Approved as to form:

_____
Assistant City Attorney

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/9/2018
		Clerk's File #	ORD C35622
		Renews #	
Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	TIM SZAMBELAN 6225	Project #	
Contact E-Mail	TSZAMBELAN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	First Reading Ordinance	Requisition #	
Agenda Item Name	NEW CINGULAR WIRELESS FRANCHISE		

Agenda Wording

An ordinance granting a non-exclusive franchise to use the public right of way to provide noncable telecommunications service to the public to New Cingular Wireless Inc, subject to certain conditions and duties as further provided.

Summary (Background)

The proposed telecommunications franchise agreement is for a 10-year term with 2 five years extensions. New Cingular Wireless is in the process of the development and implementation of the next generation of a LTE network. This new network will provide high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services and to meet the growing demand for connectivity. This network will utilize small cell technology which combines fiber, repeaters,and microwave technologies to ensure that the network is cost-efficient, low-impact to communities, and can be effectively upgraded and augmented in the future.

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

Approvals		Council Notifications	
Dept Head	DALTON, PAT	**Study Session**	
Division Director		**Other**	
Finance	DOVAL, MATTHEW	Distribution List	
Legal	SZAMBELAN, TIMOTHY	tsambelan@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	jdealy@spokanecity.org	
Additional Approvals		bstuckart@spokanecity.org	
Purchasing			
CITY COUNCIL	MCDANIEL, ADAM		

New Cingular Wireless PCS, LLC
TELECOMMUNICATIONS (NONCABLE) FRANCHISE

Ordinance No. C35622

An ordinance granting a non-exclusive franchise to use the public right-of-way to provide noncable telecommunications service to the public to New Cingular Wireless PCS, LLC, subject to certain conditions and duties as further provided.

THE CITY OF SPOKANE DOES ORDAIN:

Section 1. Definitions
Section 2. Parties, grant
Section 3. Limits on permission
Section 4. Effective Date, Term
Section 5. General provisions
Section 6. Plans; Locate, Relocate
Section 7. Grantee to restore affected areas
Section 8. Information, good engineering, inspections
Section 9. Limited access, no obstruction, accommodation
Section 10. Undergrounding
Section 11. Facilities for City Use
Section 12. Liability; No duty
Section 13. Insurance
Section 14. Taxes, fees
Section 15. Franchise administration
Section 16. Additional

Section 1. Definitions

"City" means the City of Spokane and its legal successors.

"Administering officer" is the designee of the Mayor who administers this Franchise.

"Cable television service" means the one-way transmission to subscribers of video programming and other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

"Facilities" means the equipment, fixtures and appurtenances necessary for Grantee to furnish and deliver telecommunications services as provided in the Franchise. It includes poles, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, electric meters, coxial cables, fiber optic cables, wires and conduits and related

materials and equipment, but not above ground pedestals or other special installations in the Public right-of-way absent written permission of the Administering officer.

"Municipal infrastructure" means the road bed and road area, street and sidewalk paving, curbing, utility easements (unless there are relevant use, structure or other restrictions), associated drainage facilities, combined sewer tanks, bike paths and other construction or improvements pertaining to public travel. It further includes municipal water and sewer lines or other municipal utility facilities, as well as municipal traffic signal, street lighting and communications facilities in the right-of-way or other areas or easements open for municipal use. It further includes skywalks, street trees, plants, shrubs, lawn and other ornamental or beautification installations owned by the City in the right-of-way or other ways open for public travel or municipal use, and accepted for municipal management or control as such. The definition is intended to encompass any municipal physical plant, fixtures, appurtenances or other facilities located in or near the right-of-way or areas or easements opened and accepted for municipal use.

"Public right-of-way" or “right-of-way” means land acquired by or dedicated to the City for public roads and streets, but does not include state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; structures, including poles and conduits, located within the right-of-way; federally granted trust lands or forest board trust lands; lands owned or managed by the state parks and recreation commission; or federally granted railroad rights-of-way acquired under 43 U.S.C. 912 and related provisions of federal law that are not open for motor vehicle use.

“Telecommunications service” means the transmission of information by wire, radio, optical cable, electromagnetic, or other similar means for hire, sale, or resale to the general public. For the purpose of this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols. For purposes of this definition, “telecommunications service” excludes the over-the-air transmission of broadcast television or broadcast radio signals and “cable service” as defined in 42 USC 522 (5) or other distribution of multichannel video programming.

Section 2. Parties, grant

A. This is a Franchise agreement between the City of Spokane as Grantor, hereafter also "City", and New Cingular Wireless PCS, LLC, as Grantee, hereafter also "Grantee". Grantee is a Delaware Limited Liability Company whose home office is 575 Morosgo Drive NE, Atlanta, GA 30324. Any notice sent hereunder to Grantee shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #:_____; Name:____ (**State Abbrv**)
Fixed Asset #: _____
575 Morosgo Drive NE
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Re: Cell Site #:_____; Name:____ (**State Abbrv**)
Fixed Asset #: _____
208 S. Akard Street
Dallas, TX 75202-4206

Any contact necessary for effectuating this Franchise or any logistics hereunder shall be made to: Kristy Weaver, phone: (425) 214-2186; email: ko3199@att.com facsimile: (503) 691-4930.

Any notice sent hereunder to the City shall be sent, via certified mail, return receipt requested, or express carrier with notice deemed given upon receipt or first refusal, to:

City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201
Attention: City Clerk's Office

With a copy to:
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201

Attention: City Attorney's Office

B. In return for promises made and subject to the stipulations and conditions stated, the City grants to Grantee general permission to enter, use, and occupy (including, but not limited to, permission to relocate, install, operate, maintain, replace, relocate, excavate, repair, reinstall, restore and upgrade fiber optic cable, small cell devices) the Public right-of-way, to locate Facilities to provide telecommunications service to the public in the City of Spokane and/or to transport telecommunications services through the City and for no other purpose. This grant expressly does not include permission to use the Public right-of-way for cable service or cable television service. The grant is by way of general permission to occupy the right-of-way, and not in place of specific location permits. In accepting this Franchise, Grantee stipulates and agrees to the City's authority to issue and require the Franchise and stipulates and agrees to the other terms and conditions hereof.

Section 3. Limits on Permission

A. Should the City determine Grantee is using the Franchise beyond its purpose set forth in Section 2B above, or functioning as a cable operator or performing other business functions beyond the scope of permission extended in the Public right-of-way, the City reserves the right to cancel this Franchise and require Grantee to follow any applicable requirements to obtain a cable franchise or other franchise from the City.

B. Permission granted is in the nature of a quitclaim of any interest or authority the City has to make the grant, without warranty of authority by the City to the Grantee. It does not extend beyond the right-of-way, to areas such as buildings or private areas not reserved for general utility access. Grantee is solely responsible to make its own arrangements for any access needed to such places. Permission granted is nonexclusive. Grantee stipulates that the City may grant similar permission to others, provided that any such use by others does not unreasonably interfere with Grantee's use and placement of its Facilities in any right-of-way. The City additionally reserves the right to engage in any lawful municipal function, whether or not including any line of business engaged in by Grantee.

C. The grant of permission from the City does not extend to municipal buildings or other municipally owned or leased structures or premises held in a proprietary or ownership capacity. For such locations, Grantee should make specific written lease arrangements directly with the municipal department

controlling such building or other structure or area, all arrangements to be approved in accord with applicable requirements.

Section 4. Effective Date, Term

This Franchise is effective as of the effective date of the Ordinance ("Effective Date"); PROVIDED, that it shall not be effective unless and until the written acceptance of this ordinance by the Grantee, signed by its proper officers, shall be filed with the City Clerk within thirty (30) days of enactment. It expires at midnight ten (10) years thereafter (the "Initial Term"). Following the expiration of the Initial Term, this Franchise shall be automatically renewed for two (2) additional five (5) year periods (each a "Renewal Term"), unless Grantee provides to the City written notice of intention not to renew at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, as applicable. This does not affect the City's right to revoke the Franchise for cause, abandonment, or because of breach of any material promise, condition or stipulation stated herein.

Section 5. General Provisions

A. Grantee is and will remain in good standing as a limited liability company registered to do business in the State of Washington, and pay all taxes or fees applicable thereto. Grantee will maintain a public telephone number 24 hours a day, seven days a week for the City's access, personally staffed at least during normal business hours. The Grantee will notify the City within five business days if Grantee's contact information changes.

B. Grantee will coordinate its activities with other utilities and users of permitted areas to avoid unnecessary cutting, damage or disturbance to the Public right-of-way and other permitted areas, and to conduct its planning, design, installation, construction and repair operations to maximize the life and usefulness of the paving and Municipal infrastructure. Grantee agrees that its uses in Franchised areas are fully subordinate to Municipal infrastructure needs and uses, the general public travel and access uses and the public convenience, except as may be otherwise required by law. Grantee promises to minimize or avoid any hazard, danger or inconvenience to Municipal infrastructure needs and uses, public travel, and the public convenience.

C. If required by applicable laws, Grantee will maintain membership with the Inland Empire Utility Coordinating Council (IEUCC) or other similar or successor organization designated to coordinate underground fixture locations

and installations. Grantee is familiar with Ch. 19.122 RCW, Washington State's "Underground Utilities" statute. Grantee will familiarize itself with local procedures, custom and practice relating to the one-call locator service program, and will see to it that its contractors or others working in the right-of-way on Grantee's behalf are similarly well informed.

Section 6. Plans; Locate, Relocate

A. Grantee's plans for construction or installation shall be submitted to the Administering officer as requested under such advance notification as the Administering officer may reasonably require, with a copy of such plans to the City's ~~MIS~~ ITSD Director, Developer Service Director, City Engineer, and any other information requested by the City. Grantee promises that all its installations shall be placed in the standard location for buried telecommunications fiber cable not to be less than (30) thirty inches below the paved surface and as determined by local regulation, custom and practice in effect on the date that permits or authorizations are issued for the applicable Facilities, or as designated by the Administering officer. In the event that cable is needed to be installed above ground, all above ground pedestals or other above ground structures besides telephone poles and related guy wire supports are subject to separate review and approval by the Administering officer, in addition to other Franchise requirements; provided, however, that such approval shall not be unreasonably withheld, conditioned, or delayed. If the location of the Grantee's facility is already occupied by City utilities, the Grantee is required to submit new plans showing the location that the Grantee will now be occupying. Grantee will not be considered to have breached the Franchise or acted in such a way as to terminate the Franchise if it reduces the amount of right-of-way occupied.

B. The City reserves the right to change, regrade, relocate, or vacate the Public right-of-way and/or skywalk over the right-of-way. If Grantee is required to relocate its cable, relocation costs incurred by Grantee will be reimbursed by the City and/or any other entity requiring the relocation or funding the project that is requiring the relocation, subject to the conditions set forth in Section 6. The City agrees to give Grantee preliminary notice of any such request ("initial notice date"). Grantee must submit design plans within sixty (60) days of an initial notice date, with relocation to be accomplished within one hundred and eighty (180) days of the initial notice date or thirty days of the City's final approval of Grantee's design plan, whichever is later. In addition, the City agrees to work with Grantee to give additional advance notice as may be reasonable under the circumstances or to extend additional time, considering the nature and

size of the project and other factors. Upon expiration of the time limits specified, Grantee will relocate, remove, or reroute its Facilities, as ordered by the Administering officer. This provision prevails over others in the event of conflict or ambiguity. In case of emergency, the City will provide notice as soon as reasonably practicable, giving reasonable consideration also for Grantee's needs.

C. Under the provisions of RCW 35.99.060, the Administering officer may require Grantee to relocate it Facilities within the right-of-way, when reasonably necessary for construction, alteration, repair, or improvement of the right-of-way for purposes of public welfare, health, or safety. The same terms and timelines as exists in Section 6(B) shall apply for the relocation contemplated in this Section 6(C).

D. Grantee shall complete the relocation by the date specified by the Administering officer, unless extended by said official after a showing by Grantee that the relocation cannot be completed by the date specified using best efforts and meeting safety and service requirements. As provided in RCW 35.99.60, Grantee may not seek reimbursement for its relocation expenses from the City except for City requested relocations:

1. Where Grantee has paid for the relocation cost of the same Facilities in the right-of-way at the request of the City within the pastfive (5) years, Grantee's share of the cost of relocation will be paid by the City when the City is requesting the relocation;

2. Where aerial to underground relocation of authorized Facilities in the right-of-way is required by the City, where Grantee has any ownership share of the aerial supporting structures, the additional incremental cost of underground compared to aerial relocation, or as provided for in the approved tariff if less, will be paid by the City requiring relocation; and

3. Where the City requests relocation in the right-of-way solely for aesthetic purposes, unless otherwise agreed to by the parties.

4. The parties agree that "relocation" refers to a permanent movement of Facilities required of Grantee by the City, and not a temporary or incidental movement of Facilities, such as a raising of lines to accommodate house moving and the like, or other revisions Grantee would accomplish without regard to Municipal request.

E. As provided by RCW 35.99.060, where a project is primarily for private benefit, the private party or parties shall reimburse the cost of relocation in the same proportion to their contribution to the costs of the project. Grantee understands however that the City has no obligation to collect such reimbursement and enforcement of any such rights shall be solely by Grantee. Upon stipulation of all parties, the Administering officer may arbitrate any dispute referenced in this subsection E or refer the matter to the Hearings Examiner, provided, costs of the same as may be assessed by the City shall be borne by the participants. Grantee is not otherwise precluded from recovering costs associated with relocation, consistent with applicable state or federal law, where it does not directly or indirectly create additional liability or expense to the City.

F. The Administering officer may require the relocation, adjustment or securing of Facilities at Grantee's expense at any location in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Where the City determines to abandon or vacate any right-of-way or other permitted area, it is the Grantee's responsibility to resolve any question of Grantee's continued occupancy or use of such areas directly with the owner of such areas.

G. Grantee may be subject to SMC 17C.355A Wireless Communication Facilities. The Grantee is subject to all applicable zoning laws and requirements in effect on the date that the permits or authorizations are issued for the applicable Facilities, as permitted by law when installing Facilities in the Public right of way.

H. Grantee may be required to obtain a master lease agreement for attachment of telecommunications equipment or other facilities in the Public right of way.

I. The City has the right to charge the Grantee site specific charges for placement of new facilities in the right of way on structures owned by the City pursuant to RCW 35.21.860.

J. The Grantee will work with the City to provide access to conduit or other equipment the Grantee is placing in the public right of way when feasible.

Section 7. Grantee to Restore Affected Areas

Subject to Section 6 as it may apply, whenever Grantee damages or disturbs any location in or near the right-of-way or other permitted area, Grantee will promptly restore the same to original or better condition at its expense, as reasonably required by the Administering officer. Grantee will restore and patch all surfaces cut in accord with the City's generally applicable Pavement Cut Policy, on file with the Administering officer to maintain and preserve the useful life thereof. Any damage or disturbance to facilities, fixtures or equipment of the City or others shall be promptly repaired. Pavement restorations shall be maintained in good condition and repair by Grantee until such time as the area is resurfaced or reconstructed. If Grantee fails or delays for more than thirty (30) days after receipt of written notice from the City or the Administering officer in performing any obligation here or elsewhere in the Franchise following receipt of written notice of such failure or delay, the City may proceed to correct the problem and bill Grantee for the expense, upon such reasonable notice as determined by the Administering officer under the circumstances. Grantee will reimburse City within thirty (30) days following receipt of an invoice together with reasonably supporting documentation evidencing such expense.

Section 8. Information, Good engineering, Inspections

A. Not more than once annually, Grantee will supply information reasonably requested by the Administering officer such as installation inventory, location of existing or planned Facilities, maps, plans, operational data, and as-built drawings of Grantee's installations or other information reasonably related to Grantee's Facilities, unless the information is confidential and/or proprietary. The information shall be in format compatible with City operations. Grantee is responsible for defending any public record requests as it may desire.

B. Grantee property and Facilities shall be constructed, operated and maintained according to good engineering practice. In connection with the civil works of Grantee's system, such as trenching, paving, compaction and locations, Grantee promises to comply with the American Public Works Association Standard Specifications, the edition being that in current use by the City, together with ~~the~~ City Standard Plans and City's Supplemental Specifications thereto, all as now or hereafter amended, excluding existing non-conforming uses and other changes to the Specifications which do not apply to previously-constructed improvements and/or wireless communications facilities. Grantee promises its system shall comply with the applicable federal, state and local laws, and the National Electric Safety Code and Washington Electrical Construction Code, where applicable. Grantee will familiarize itself with the City of Spokane's Specifications and other right-of-way installation and location requirements, on

file with the Administering officer and make reasonable effort to be familiar with updates or changes thereto.

Section 9. Limited Access, No Obstruction, Accommodation

A. The City reserves the right to limit or exclude Grantee's access to a specific route, Public right-of-way or other location when, in the reasonable judgment of the Administering officer, there is inadequate space, a pavement cutting moratorium, subject to the requirements of applicable law, unnecessary damage to public property, public expense, inconvenience, interference with City utilities, or for any other reasonable cause determined by the Administering officer, provided, it shall do so consistent with the Federal Telecommunications Act of 1996 and RCW 35.99.050 as applicable.

B. Grantee must raise any concerns under the aforementioned laws or other applicable laws which it believes limit the City's authority or Grantee's obligations to the City pertaining to this Franchise at the time such issue is first known or should have been reasonably known by Grantee.

C. Grantee will not interfere with Municipal infrastructure uses of the right-of-way or other permitted areas. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from City water facilities and ten (10) feet from above-ground City water facilities including sewer and storm water facilities unless modified in writing; PROVIDED, that for development in new areas, the City, together with Grantee and other utility purveyors or authorized users of the right-of-way, will develop and follow the Administering officer's reasonable determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise. Subject to Section 6, the City may require Grantee to make reasonable accommodation for public or third party needs in the construction of Grantee Facilities in the right-of-way as, in the reasonable judgment of the Administering officer, are necessary to preserve the condition of, or reduce the interference with, such right-of-way, and a reasonable apportionment of any expenses of any such accommodation; PROVIDED, that this Franchise creates no third party beneficial interests. Notwithstanding the foregoing, it remains the responsibility of the Grantee to anticipate and avoid conflicts with other right-of-way occupants or users, other utilities, franchisees, or permittees existing within the right-of-way as of the date of this Ordinance. The City assumes no responsibility for such conflicts.

Section 10. Undergrounding

The City reserves the right to develop a general policy on undergrounding and to require Grantee's participation therein, in coordination the City's underground program for other utility service providers, as a condition of Grantee's new installation or major maintenance or restoration construction activities of overhead facilities under this Franchise; provided, however, the City's right to require undergrounding of Grantee's Facilities shall exclude antennas, equipment cabinets, cabling and other equipment that must be above-ground to operate. The purpose of this section is to recognize and preserve the City's control over uses of the Public right-of-way, consistent with the Municipal policy favoring undergrounding of overhead lines for aesthetic reasons.

Section 11. Facilities for City Use

A. Except as covered by mutual agreement, whenever Grantee constructs, relocates or places ducts or conduits in the Public right-of-way as part of the Facilities, Grantee will provide the City where technically feasible, judged by objective engineering standards, with additional duct or conduit and related structures necessary to access the conduit at its actual incremental out-of-pocket costs plus 10% to cover all internal costs. The parties agree to execute any documents needed to satisfy RCW 35.99.070 as it may apply. The City may review supporting third party billings to support incremental cost claims. Unless otherwise agreed, the City further agrees not to resell, lease, sublease, or grant an IRU or other right to use in any Grantee Facilities provided under this paragraph, or use such Facilities to provide communications services for hire, sale or resale, to the public or any third party which is not a governmental entity. All Facilities supplied shall be maintained to technical specifications.

B. The City is permitted to attach to aerial poles for aerial fiber cabling and required mounting hardware in situations where the existing pole agreements between Grantee and the other party would not be violated by the City's attachment use of the aerial pole.

C. Grantee agrees to notify the City ITSD Director, Developer Service Director, and City Engineer at least sixty (60) days prior to opening a trench or placing overhead lines at any location to allow the parties to implement paragraph B herein as those provisions may apply. As to all matters encompassed in this Section, the parties further agree to do anything required by law to maintain the effectiveness of such arrangements and to negotiate in

good faith any matters not otherwise fully resolved. Each party acknowledges receipt of good and adequate consideration for all matters encompassed in this Section.

Section 12. Liability; No duty

A. Grantee waives all claims, direct or indirect, for loss or liability, whether for property damage, bodily injury or otherwise, against the City arising out of Grantee's enjoyment of Franchise or permit privileges. This waiver does not apply to negligent or intentional acts of the City outside a governmental or regulatory capacity, such as granting this franchise or permits. Except to the extent caused by the negligent or intentional acts of the City, Grantee will indemnify and hold the City, its boards, officers, agents and employees ("City") harmless from any and all claims, accidents, losses, or liabilities arising from or by reason of any intentional or negligent act, occurrence or omission of the Grantee, whether singularly or jointly with others, its representatives, permittees, employees or contractors, in the construction, operation, use, or maintenance of any of the Grantee's property or Facilities, and/or enjoyment of any privileges granted by this Franchise, or because of Grantee's performance or failure to perform any Franchise obligations.

B. Grantee accepts that access to any franchised area is furnished "as is". The City has made no assessment or guarantee as to its suitability for Grantee needs or compatibility of Grantee uses with other needs. Grantee waives immunity under Title 51 RCW in any cases involving the City of Spokane relating solely to indemnity claims made by the City directly against Grantee for claims made against the City by Grantee's employees and affirms that the City and Grantee have specifically negotiated this provision, as required by RCW 4.24.115, to the extent it may apply. This waiver has been mutually negotiated.

C. It is not the intent of this Ordinance to acknowledge, create, or expand any duty or liability of the City for any purpose. Any City duty nonetheless deemed created shall be a duty to the general public and not to any specific party, group, or entity.

Section13. Insurance

A. Grantee shall furnish satisfactory evidence of commercial general liability insurance and maintain the same in good standing, with limits of one

million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate, with the City of Spokane included as an additional insured as their interest may appear under this Agreement. Grantor's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Grantee, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Grantor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Grantor, its employees, agents or independent contractors; and, (iii) not exceed Grantee's indemnification obligation under this Agreement, if any.

B. Grantee's required insurance shall be primary and non-contributory with any insurance or program of self-insurance that may be maintained by the City. On or before June 1st of each year and at the time of granting this Franchise, as a condition of Franchise validity, Grantee shall file with the City Clerk, with copy to the City Risk Manager, proof of continued insurance coverage, in the amounts required in this Section, through a Certificate of Insurance, including the blanket additional insured endorsement indicating City coverage required herein. Notwithstanding the foregoing, Grantee may self-insure any required coverage.

Section 14. Taxes, fees

A. No Franchise fee is assessed for telecommunications service providers in accord with the prohibition of state law (RCW 35.21.860). If the prohibition of telecommunications service provider franchise fees is removed or modified to allow a franchise fee, the parties agree to negotiate this provision as a material term on which agreement is required for continuation of this franchise, PROVIDED, the City must give one hundred eighty (180) days' notice to invoke this provision and any franchise fee under it shall be prospective in nature.

B. Nothing in this Franchise shall otherwise limit the City's power to tax or recover any lawful expenses in connection with this Franchise. Grantee agrees to pay all taxes as due and any lawful expenses within ninety (90) days of billing pursuant to this Franchise. Failure to pay within ninety (90) days after demand by the City and exhaustion of any applicable remedies is a material breach of this Franchise.

Section 15. Franchise Administration

Questions of application or interpretation of this Franchise are determined by the Administering officer or a court of competent jurisdiction. Said officer may issue enforcement orders, upon due notice as deemed proper, promulgate rules and procedures as deemed necessary and grant exceptions, which shall be revocable. Nothing in the Franchise limits the City's police or regulatory power in general or over its right-of-way or other franchised areas. For the performance of all franchise obligations, time is of the essence. All City acts under this Franchise are discretionary guided by considerations of the public health, safety, esthetics and convenience.

Section 16. Additional

A. Grantee may assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, with the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed, provided, however, that Grantee may assign this Franchise of any of its rights under this Franchise or delegate any of its duties under this Franchise to (i) any entity that it controls, is under common control with or is controlled by or (ii) any entity that is the survivor of a merger, consolidation or other business combination or that acquires all or substantially all of the assets of Grantee. The City may not assign this Franchise or any of its rights under this Franchise or delegate any of its duties under this Franchise, without the prior written consent of Grantee. Any assignment or delegation in violation of this Section is null and void.

No capital stock may ever be issued based on any permission to use or occupy the right-of-way or other permitted areas or the value thereof. The City will provide written notice of any condemnation or annexation actions that would affect Grantee's rights. In any condemnation proceeding brought by the City, Grantee shall not be entitled to receive any return thereon, except for its value.

B. This Franchise may be revoked by the City Council by resolution because of any material breach, after giving at least thirty (30) days' written notice to Grantee and opportunity to cure. Similarly, Grantee may elect to terminate this Franchise because of any material breach of the City's obligations, after giving at least thirty (30) days' written notice to the City and opportunity to cure. Except as otherwise provided for in this Franchise, and upon written notice, the defaulting party will have thirty (30) days to cure defaults under the terms of this Franchise. Neither party is in default of this Franchise if the party provided written notice commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. If any

default exists after the applicable cure period, the non-defaulting party may, without prejudice to any other rights or remedies at law or in equity or under this Franchise, terminate this Franchise.

No forbearance by the City of any term or condition of this Franchise shall ever comprise a waiver or estoppel of the City's right to enforce said term or condition. Grantee may surrender its Franchise to the City upon sixty (60) days written notice to the Administering officer, subject to acceptance by the City, by a resolution of the City Council.

C. Upon termination, surrender or expiration of the Franchise, Grantee may be required to remove all its Facilities as ordered by the Administering officer or otherwise abandon the cable in place, first removing all electronics, if any, rendering the same safe. In the event removal is required, Grantee shall remove the Facilities within one hundred twenty (120) days of receipt of written notice from City. Grantee will have no further obligations under this Franchise.

D. Grantee understands that this Franchise applies to itself as well as all third party users, assigns, successors or any other entity enjoying de facto Franchise privileges derived from permission extended to Grantee herein and Grantee shall assure that any contracts with such users, assigns, successors or entities so provide. Additionally, Grantee accepts full responsibility with said users, assigns, successors, or entities, jointly and severally, to the City for full performance of all Franchise obligations.

E. This Franchise is governed by the laws of the State of Washington, and venue for any litigation arising out of or in connection with privileges extended herein is stipulated to be in Spokane County.

F. (Force Majeure) Except as otherwise provided in this Franchise, neither party hereto will be in default under this Franchise if and to the extent that any failure or delay in a party's performance of one or more of its obligations hereunder, is caused by any of the following conditions, and such party's performance is excused and extended during the period of any such delay: act of God (such as, flood, back water caused by flood, tornado, earthquake, and unforeseeably severe weather); fire; government codes, ordinances, laws, rules, regulations or restrictions not in effect at the time of execution of this Franchise (collectively, "Regulations"); war or civil disorder; or vandalism, or any other events beyond the reasonable control of the party seeking relief under this Section, provided that the party claiming relief under this Section promptly notifies the other in writing of the existence of the event

relied on and the cessation or termination of the event. The party claiming relief under this Section must exercise reasonable efforts to minimize the time for any such delay.

Both parties hereto acknowledge that events under this Section may occur which are incapable of being cured so as to allow the parties to enjoy the full benefit of their rights under the Franchise. If a party is unable to conduct its business due to an event of force majeure as described in this Section, and the force majeure occurs and remains uncured after sixty (60) days, the party not claiming inability to perform under force majeure may, at its option, terminate this Franchise without further obligation.

G. (Authority to Sign) Each party hereto hereby represents and warrants to the other that the person or entity signing this Franchise on behalf of such party is duly authorized to execute and deliver this Franchise and to legally bind the party on whose behalf this Franchise is signed to all of the terms, covenants and conditions contained in this Franchise.

Passed the City Council _____, 2018.

_____
M A Y O R

Attest: _____
City Clerk

Approved as to form:

_____
Assistant City Attorney

ACCEPTANCE OF CITY FRANCHISE

Ordinance No. _____, effective _____, 2018.

I, _____, am the _____ of AT&T Mobility Corporation (as manager of New Cingular Wireless PCS, LLC) and am an authorized representative to accept the above referenced City Franchise ordinance on behalf of New Cingular Wireless PCS, LLC.

I certify that this Franchise and all terms and conditions thereof are accepted without qualification or reservation.

DATED this _____ day of _____, 2018.

_____

Witness: _____

Agenda Sheet for City Council Meeting of: 10/23/2017		**Date Rec'd**	10/6/2017
		Clerk's File #	OPR 2017-0726
		Renews #	
Submitting Dept	WATER & HYDROELECTRIC SERVICES	**Cross Ref #**	
Contact Name/Phone	DAN KEGLEY EXT. 7821	**Project #**	
Contact E-Mail	DKEGLEY@SPOKANECITY.ORG	**Bid #**	
Agenda Item Type	Contract Item	**Requisition #**	
Agenda Item Name	4100 - MEDICAL LAKE WATER SUPPLY INTERTIE AGREEMENT		

Agenda Wording

Intertie agreement with the City of Medical Lake to supply water in the event of shortages and emergency needs.

Summary (Background)

The City of Medical Lake requested an emergency intertie with the City of Spokane in 2009. This intertie will provide supplemental water in drought conditions during a stressed aquifer and in case of emergencies. Medical Lake will be responsible for all costs of construction and for appurtenance maintenance past the point of delivery. Usage cannot exceed 800 gallons per minute without a new agreement. Revenue estimate based on four months supplemental use and a thirty day emergency.

Fiscal Impact	Grant related? NO Public Works? NO	**Budget Account**
Revenue	**$** 100,000.00	**#** 4100-42410-34052-34328-99999
Select	**$**	**#**
Select	**$**	**#**
Select	**$**	**#**

Approvals		**Council Notifications**	
Dept Head	KEGLEY, DANIEL	**Study Session**	
Division Director	SIMMONS, SCOTT M.	**Other**	PWC 9/25/2017
Finance	CLINE, ANGELA	**Distribution List**	
Legal	SCHOEDEL, ELIZABETH	dkegley@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	jsakamoto@spokanecity.org	
Additional Approvals		sjohnson@spokanecity.org	
Purchasing		acline@spokanecity.org	

BRIEFING PAPER
Public Works
Water Department
September 25, 2017

Subject
Intertie agreement with the City of Medical Lake to supply water to address supplemental needs and meet demands during emergencies.

Background
In 2009, the City of Medical Lake approached the Water Department to request an emergency intertie with the City of Spokane. The intertie would provide supplemental water during drought conditions in a stressed aquifer and also provide an additional amount that could to be provided in emergency situations.

Impact
The City of Spokane would install needed water quality monitoring equipment and would have the option of installing a flow control valve to regulate the amount of water delivered. Medical Lake would be responsible for establishing the point of connection and all installation and maintenance beyond the point of delivery as outline in exhibit A.

Summary
Medical Lake will be responsible for all costs associated with construction of the intertie which includes: the General Facility Charge, tap, meter, backflow assembly, and vault. Also, they will be responsible to maintain all appurtenances past the point of delivery. The City of Spokane will be responsible for meter maintenance and all infrastructures prior to the point of delivery. In total Medical Lake could not exceed 800 gallons per minute in total without a new agreement.

Action
Recommend approval

Funding
Funding for the flow control valve and water quality monitoring equipment will be by Water Department funds.

For further information, please contact Dan Kegley at 625-7821 or dkegley@spokanecity.org.

Spokane City Clerk File No._____
Medical Lake City Clerk File No._____

WATER SUPPLY AGREEMENT BETWEEN MEDICAL LAKE and the CITY OF SPOKANE

THIS WATER SUPPLY AGREEMENT ("Agreement") is entered into by THE CITY OF SPOKANE ("Spokane"), a municipal corporation of the State of Washington and First Class Charter City, with a principal place of business located at 808 West Spokane Falls Boulevard, Spokane, Washington, 99201, and the CITY OF MEDICAL LAKE ("Medical Lake"), a municipal corporation of the State of Washington and Optional Municipal Code City, with a principal place of business located at 124 S Lefevre, Medical Lake, Washington, each a "Party" and collectively the "Parties."

RECITALS

A. Spokane owns and operates a Chapter 70.119A Group A Public Water System ("Spokane Water System") that supplies and distributes potable water to its own resident customers.

B. The Spokane Water System currently has the water resources, capital facilities and infrastructure, and funding to regionally supply and distribute treated domestic water to wholesale purveyors and numerous retail customers outside the Spokane's corporate limits, and has done so historically.

C. Spokane owns and operates a series of wells pursuant to a series of water rights that are authorized to provide wholesale water within a regional wholesale service area, as approved in its Water System Plan ("Spokane Water System Plan"), promulgated in accordance with Chapter 43.20 RCW and entitled "City of Spokane, Comprehensive Water System Plan," Volumes 1 and 2, dated January 12th, 2017 adopted and approved by the City of Spokane City Council by Resolution dated March 2015 and approved by the State Department of Health ("State DOH"), as said document may be amended, revised, or updated from time to time.

D. In accordance with the planning and goals set forth in its Spokane Water System Plan, Spokane seeks to fulfill and implement its role as regional water supplier by including the City of Medical Lake as a wholesale water customer.

E. Medical Lake, owner of its own Chapter 70.119A Group A Public Water System ("Medical Lake Water System"), seeks to supplement and stabilize its existing water supply portfolio by interconnecting to the Spokane Water System to ease Medical Lake's service demand stress on its water supply during peak daily and seasonal timeframes.

F. Medical Lake approached Spokane to negotiate business term parameters whereby Spokane would supply Medical Lake with drinking water to supplement Medical Lake's existing water resource portfolio.

G. The Parties now seek to reduce their business negotiations to a formal, legally binding agreement outlining their respective rights and responsibilities.

H. The Parties acknowledge that numerous state and local regulatory approvals will be required in addition to design and construction completion before Spokane provides and Medical Lake accepts water delivery under this Agreement.

I. The Parties desire to form a mutually beneficial stewardship relationship to manage the water resources. The Parties agree to cooperate with each other to the greatest extent feasible to secure state and local regulatory approvals, revise respective comprehensive water plans and implement the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, incorporated herein, and the mutual promises and benefits exchanged by the parties herein, the Parties do hereby agree as follows:

1. Term.

1.1. This Agreement shall take effect on the date that both Parties have duly executed the Agreement. This Agreement shall remain in full force and effect for a period of twenty (20) years, unless earlier terminated (in whole or in part) ("Term"). The Parties agree to review and modify as necessary at five (5) year intervals.

1.2. The provisions of section 1.1 notwithstanding, the Term of this Agreement may be extended by written agreement of the Parties and by a duly executed Amendment to this Agreement. Extensions may be in five (5) year intervals or as agreed by the Parties.

1.3. Future Connection/Increased Capacity. Any additional capacity or terms beyond those contained in this Agreement will be through a written executed amendment to this Agreement.

1.4. All obligations incurred during the Term shall survive expiration or termination of the Agreement.

1.5. Either Party may provide notice of Termination upon six(6) months written notice to the other party.

2. Regulatory Approvals. The Parties acknowledge and agree that the following regulatory approvals and property rights are necessary before water deliveries may begin.

2.1. Spokane must obtain the following state and local approvals regarding this Agreement:

2.1.1. State Department of Health; and

2.1.2. State Department of Ecology.

Spokane will bear all initial costs of obtaining this regulatory approval. Spokane will keep Medical Lake informed of status, will advise Medical Lake when these approvals have been obtained, and will provide copies of these approvals to Medical Lake promptly after they have been obtained.

2.2. Medical Lake must obtain the following state and local approvals regarding this Agreement:

2.2.1. State Department of Health; and

2.2.2. State Department of Ecology.

Medical Lake will bear all initial costs of obtaining these regulatory approvals. Medical Lake will keep Spokane informed of status, will advise Spokane when these approvals have been obtained, and will provide copies of these approvals to Spokane promptly after they have been obtained.

2.3. The Parties shall collaborate on obtaining any approvals necessary from Spokane County and shall bear their own initials costs of obtaining any such approval.

2.4. If unanticipated permits, regulatory approvals, or property or access rights (collectively, with the approvals described in Section 2, "Regulatory Approvals") are necessary, the Parties will meet and confer in good faith to allocate costs and responsibility for the same.

3. Construction, Funding, and Responsibility for Improvements.

3.1. Medical Lake shall apply and pay for all Spokane Application(s) for Connection required to deliver wholesale water pursuant to this Agreement in accordance with Title 13, Chapter 13.04, Section 13.04.0502, and Applications for Connection Spokane Municipal Code ("Application for Connection"). Medical Lake shall also pay a Water General Facilities Charge as outlined in Title 13 Chapter 13.04, Section 13.04.2042 E-1.

3.1.1. Medical Lake shall purchase a backflow prevention device or assembly consistent with Chapter 246.290 WAC, from and approved by Spokane, designed and tested to counteract back pressure and back siphonage ("Medical Lake Backflow Prevention Device"). Medical Lake shall have

the Medical Lake Backflow Prevention Device tested by a certified Backflow Assembly Tester, approved by the Water Department for compliance with Legal Requirements. A copy of each year's test along with a certification that the backflow assembly complies with Legal Requirements and is in good working condition shall be provided to Spokane each year.

3.1.2. Medical Lake shall purchase from Spokane a tap ("Tap") and initial master meter ("Initial Master Meter") in accordance with Spokane Municipal Code Title 13, Chapter 13.04, Section 13.04.0602 A, including, any initial testing and/or inspection fees required by Spokane.

3.1.3. Medical Lake shall purchase/construct a vault of adequate dimension to accommodate the initial master meter, the backflow assembly and the flow regulating valve.

3.1.3 Spokane will design and construct a Flow Control Valve. Said design and construction shall be at the sole discretion of Spokane. Spokane shall bear all costs associated with the design and construction of the Flow Control Valve.

3.1.4 Spokane shall install the Medical Lake Backflow Prevention Device, the Initial Master Meter, the Flow Regulating Valve, the Tap, and perform the initial backflow assembly test.

3.2. The Parties agree that additional improvements are required to effectuate the terms of this Agreement. The Improvements' general location and layout are shown and described on Exhibit "A". The Parties shall design and construct their respective improvements in a manner that is consistent with the provisions of all applicable local, state, and federal law, permits, regulatory approvals, manufacturers' specifications and in a good and workman-like manner.

3.3. The Parties agree to allocate cost for the additional improvements' design and construction as follows.

3.3.1. Medical Lake agrees to full and complete responsibility for the design and construction of the following Improvements ("Medical Lake Improvements"). All costs associated with the Medical Lake Improvements shall be borne by Medical Lake.

3.3.1.1. Medical Lake shall submit to Spokane for review, revision, and approval of designs, specifications, and construction schedule for all Medical Lake Improvements ("Medical Lake Plans") required to effectuate the delivery of wholesale water pursuant to this Agreement except as otherwise provided by Section 3.4. Such plans shall include, without limit, the limits of excavation for and placement of any

vault(s). Subject to the requirements set forth in Section 3.1, the Medical Lake Improvements shall also include the Application for Connection, the Tap, and the Initial Master Meter. Medical Lake shall not commence construction of the Medical Lake Improvements until Medical Lake has received from Spokane approved Medical Lake Plans (as such documents may be revised by Spokane) and Spokane's written authorization to proceed with construction ("Notice to Proceed").

3.4. Spokane agrees to full and complete responsibility for the following improvements ("Spokane Improvements"). All costs of the Spokane Improvements shall be borne by Spokane.

3.4.1. Except as provided in Section 3.1, Spokane shall tap the Spokane transmission line necessary to deliver wholesale water pursuant to this Agreement.

3.4.2. Spokane shall timely review the Medical Lake Plans, and will not unreasonably withhold its approval of the Medical Lake Plans.

3.4.3. Spokane shall design and construct water quality monitoring equipment as shown, described, and specified in Exhibit B ("Spokane WQ Monitoring Equipment").

3.5. The "Point of Delivery" shall be that specifically identified point between transmission mains of the Parties to this Agreement where water will be transferred from one Party's system to the facilities of the other Party. The Point of Delivery is identified and described on Exhibit A.

3.6. The Parties agree that: (1) after design and construction of the Medical Lake Improvements are complete, Medical Lake will assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the Medical Lake Improvements and associated facilities consistent with water system standards and applicable laws, regulations, rules, provisions, interpretations, orders, injunctions, decrees, rulings, awards, and decisions of governmental entities, orders of governmental entities ("Legal Requirements"); and (2) after design and construction of the Spokane Improvements are complete, Spokane will assume full and complete ownership, operation, maintenance (including testing and monitoring), and insurance responsibilities, including the costs thereof, for the Spokane Improvements and associated facilities consistent with water system standards Legal Requirements except as provided in Section 3.6.1. The aforementioned sentence notwithstanding, the Parties further agree as follows:

3.6.1. Spokane shall operate and maintain the Initial Master Meter, including, without limit, any additional replacement meters.

3.6.2. Spokane shall own, operate, and maintain the Spokane WQ Monitoring Equipment. Spokane shall, in its sole discretion and at its sole expense, routinely monitor water quality using the Spokane WQ Monitoring Equipment in accordance with the Spokane Water Quality Monitoring Protocol set forth in Exhibit B.

3.6.3. If Spokane elects to construct a Spokane Flow Control Valve, Spokane shall own, operate, and maintain it.

4. Water Delivery. Following completion of the Spokane Improvements and Medical Lake Improvements, receipt of all Regulatory Approvals, and any other preconditions to water delivery provided in this Agreement ("Initial Delivery Date"), Spokane agrees to sell and make available to Medical Lake, and Medical Lake agrees to accept delivery of and pay for wholesale water as follows.

4.1. The wholesale water sold to Medical Lake by Spokane pursuant to this Agreement shall be water available from Spokane's water rights. Spokane has reviewed Medical Lake's service area as described in its approved Comprehensive Water Plan ("Medical Lake Service Area"). Spokane determines that Medical Lake may beneficially use Spokane's water delivered pursuant to this Agreement within the Medical Lake Service Area. Medical Lake confirms the water received from Spokane is being used by Medical Lake consistent with Spokane's water system plan. Medical Lake shall ensure any future plan amendments will comply with both Comprehensive Water System Plans and all applicable laws.

4.2. All water supplied by Spokane for use or sale by Medical Lake shall be upon the express condition that after water passes the Point of Delivery, it becomes the property and exclusive responsibility of Medical Lake. Spokane shall not be liable for any degradation of water quality, for acts of sabotage or vandalism, or for other events and resulting damages that may occur beyond the Point of Delivery and within the Medical Lake Improvements and Medical Lake Water System.

4.3. The quality of wholesale water made available to Medical Lake pursuant to this Agreement shall be of the same standard and quality as normally delivered to Spokane's other customers and shall be in compliance with all applicable state and federal drinking water laws, regulations and standards at the Point of Delivery. Medical Lake shall be responsible for maintaining compliance with all applicable state and federal drinking water laws, regulations and standards past the Point of Delivery and within the Medical Lake Improvements and Medical Lake Water System.

4.4. From the Initial Delivery Date until the date that Spokane ceases making wholesale water sales, Spokane shall make available to Medical Lake at the Point of Delivery wholesale water in the amount not to exceed 200 gallons per minute

(GPM) for supplemental use and at a pressure meeting Legal Requirements as described in Paragraph 3.6. Requests for emergency use and amount are provided or in Section 4.8.

4.5. Spokane shall record the amounts of monthly wholesale water deliveries made to Medical Lake at the Initial Master Meter (or any replacement meter thereof).

4.5.1. Spokane will read the meter and keep records of the monthly and annual total water accepted by Medical Lake.

4.5.2. The Initial Master Meter (or any replacement meter thereof) shall at all times be accessible to Spokane personnel. If it becomes necessary for Medical Lake to place the meter under lock and key, Medical Lake shall furnish Spokane with a copy of the key.

4.6. Should Spokane determine that Medical Lake is receiving deliveries of wholesale water at the Point of Delivery in excess of the amounts set forth in section 4.4 herein, Spokane shall notify Medical Lake of the excess deliveries, and Medical Lake shall promptly take the steps necessary to reduce its deliveries accordingly. If Medical Lake has not taken action within twenty-four (24) hours of receiving notice from Spokane pursuant to Section 4.4, Spokane may take any action it deems necessary to reduce the deliveries to a level equal to Medical Lake's scheduled amounts, and charge Medical Lake for any excess deliveries made after the expiration of the twenty-four hour notice period.

4.7. Spokane's delivery of wholesale water and Medical Lake's acceptance of such delivery shall be governed by the terms of this Agreement No future wholesale service connections shall be permissible without a subsequent and separate written agreement between the Parties. Neither Party shall be obligated to agree to or execute any agreement or permit with the other Party to construct additional wholesale service connection(s). Medical Lake shall ensure any future Water Service Plan amendments comply with both Medical Lake and Spokane's Comprehensive Water System Plans and all applicable laws.

4.8. In the event Medical Lake notifies Spokane of an emergency situation whereby they need additional capacity of water for a limited time, after consultation with the Director of Spokane's Water and Hydroelectric Department, Spokane agrees to make available to Medical Lake at the Point of Delivery wholesale water in an additional amount not to exceed six hundred (600) gallons per minute of emergency wholesale water at a pressure meeting Legal Requirements, as described Paragraph 3.6.

5. Rates, Future Capital Projects, Invoicing, and Payment.

5.1. Commencing with the month in which deliveries of wholesale water to Medical Lake pursuant to Section 4 begin, and for each month thereafter during the Term,

Medical Lake shall pay to Spokane a service fee composed of the following elements:

5.1.1.1. The amount of wholesale water delivered in such a month, as measured at the Initial Master Meter, times Outside City Rate to Other Purveyors, plus any other fees, taxes, or charges billed to other Spokane wholesale customers pursuant to the Spokane Municipal Code.

5.1.1.1.1. The term "Outside City Rate to Other Purveyors" means that rate and outside Spokane commercial monthly service charge as set forth in Title 13, Chapter 13.04, Section 13.04.2014 of the Spokane Municipal Code, or its succeeding provision(s) as such may be revised or amended through time. This rate may be periodically adjusted and shall be applicable as set forth in the rate schedule as adopted by the Public Utility Board and Spokane City Council.

5.2. Future Connection/Increased Capacity. Any additional capacity or terms beyond those contained in this Agreement, will be negotiated between the Parties and may include assessed capital fees to meet the increase in capacity prior to expansion.

5.3. Spokane shall during the Term prepare and forward to Medical Lake an invoice for the payment of any and all amounts due Spokane pursuant to this Agreement for the preceding month in accordance with Spokane's normal business practices. Each such invoice shall set forth the payment due from Medical Lake to Spokane. Medical Lake may request from Spokane, and Spokane shall promptly provide to Medical Lake, any documentation or other information that Medical Lake may reasonably require to understand the nature of the costs contained in any invoice issued pursuant to this Section 5.

5.4. Payment of any and all invoices forwarded to Medical Lake by Spokane pursuant to this Section 5 shall be due and payable by Medical Lake on or before the Due Date, with payment to be made by wire transfer or such other means as may be agreed to in writing by the parties.

5.4.1. The term "Due Date" shall mean the date by which payment of any invoice issued pursuant to this Section of the Agreement is due to Spokane, which date shall be the close of business on the thirtieth (30^{th}) day after an invoice is issued, provided, however, that if such thirtieth day falls on a Saturday, Sunday, or legal holiday observed by Spokane, the Due Date shall be extended until the close of business of the next regular business day of Spokane.

5.5. If any or the entire bill is in dispute, Medical Lake shall pay the amount as billed and the provisions of Section 11, Dispute Resolution, shall apply.

5.6. If Medical Lake disputes all or any portion of an invoice issued by Spokane pursuant to this Section 5, Medical Lake shall pay such invoice in full, and shall indicate in writing to Spokane the portions of the invoice that Medical Lake disputes and the reasons therefore. The Parties shall make a good faith effort to resolve such dispute. If such efforts are unsuccessful, either Spokane or Medical Lake may seek resolution of the dispute pursuant to Section 11.

5.7. Medical Lake hereby covenants and agrees that it shall establish, maintain, and collect rates or charges for water and other services, facilities, and commodities sold, furnished or supplied by it to its members which shall be adequate to provide revenues sufficient to enable Medical Lake to make the payments required to be made pursuant to the terms of this Agreement, and to pay all other charges and obligations payable from or constituting a charge or lien upon such revenues.

6. Conservation and Efficiency.

6.1. The Parties agree and acknowledge that wise stewardship of water resources through maintaining each system's operational efficiency is critically important. The Parties agree to adopt conservation plans, to be updated on an annual basis or as otherwise required by Legal Requirements, and shall coordinate regional supply scheduling and other operational programs that promote efficient use of water supplies, facilities, and financial staff resources.

6.2. To accomplish these goals, the Parties agree:

6.2.1. To prepare and exchange conservation plans on an annual basis, at a minimum;

6.2.2. To track and collect data on at least a monthly basis for each Party's operational components and to exchange the same on at least an annual basis;

6.2.3. To collectively analyze the data collected pursuant to this Section and to identify potential efficiency measures that will implemented by Medical Lake under the state-mandated Water Use Efficiency requirements as required by WAC 256-290-810, or as may be subsequently revised or modified in the future.

7. Delivery Interruptions, Default and Rights of Termination.

7.1. The Spokane Water System shall be operated and maintained in a manner consistent with water system standards and Legal Requirements in order to

provide reliability of service to Medical Lake. However, Medical Lake understands and agrees that Spokane can make no warranty or guarantee as to pressure, quantity, or continuity of service.

7.2. Spokane shall have no obligation whatsoever to guarantee delivery of wholesale water pursuant to this Agreement. Medical Lake agrees that it has only a contractual right to wholesale water as set forth in Section 4 of this Agreement, and further agrees that Medical Lake has no claim or right to a supply of water from Spokane or to any water right upon the expiration or termination of this Agreement on any basis whatsoever.

7.3. Notwithstanding any other provisions of this Agreement, neither Spokane nor Medical Lake shall be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to damages for lost profits, revenues or benefits, loss of property use, the cost of capital, or the cost of purchased or replacement water, even if such party has been advised of the possibility or existence of such damages.

7.4. The Parties agree and acknowledge that Spokane shall not be liable for any losses, damages, or claims due to, caused by, relating to, or arising from events enumerated in this Section 7.4.

7.4.1. Emergency

7.4.1.1. In the event that Spokane determines, in its sole discretion, that there is a General Emergency, Spokane shall provide oral notice to Medical Lake and may temporarily interrupt or reduce deliveries of water to Medical Lake if the Spokane determines, in its sole discretion, that such interruptions and reductions are necessary or reasonable in case of such a General Emergency. Medical Lake shall assist and support Spokane to meet such a General Emergency condition, including, without limit, implementing emergency conservation measures as directed by Spokane. General Emergencies may include, but are not limited to, failure of or accidents involving Spokane's Water System infrastructure or equipment, uncontrollable forces, unforeseen or unavoidable events, legal restrictions or limitation, and/or regulatory restrictions or limitations.

7.4.1.2. In the event that Spokane determines, in its sole discretion, to institute a water rationing or water use restriction program, Spokane will institute necessary or reasonable reductions to deliveries of wholesale water made to Medical Lake pursuant to this Agreement. Such rationing or use restriction measures may be based on the specifics of the water distribution system and availability of the resource, in accordance with optimization of Spokane's water system.

7.4.2. Non-Emergency

7.4.2.1. Except in cases of emergency under Section 7.4.1, and in order that Medical Lake's operations will not be unreasonably interfered with, Spokane shall give Medical Lake seven (7) calendar days notice of any other interruptions or reduction in service, the reason therefore, and the probable duration thereof, including any interruptions or reduction in services that will be caused by the installation of equipment, repairs, replacements, investigations, inspections or other maintenance performed by the Spokane on its water system or those parts of the system supplying Medical Lake pursuant to this Agreement.

7.4.3. Regulatory

7.4.3.1. Medical Lake understands and agrees that the operation of this Agreement, and the water available from Spokane's water rights are subject to Legal Requirements as defined in section 3.6 and the proceedings, litigation, orders, rulings of courts of competent jurisdiction ("Judicial Requirements") regarding the Agreement and Spokane's water rights. Medical Lake understands and agrees that Spokane must comply with all such Legal Requirements and Judicial Requirements and that such Legal Requirements and Judicial Requirements may affect, limit, diminish or remove the ability of Spokane to fulfill its wholesale water deliveries under this Agreement.

7.4.3.2. The Parties expressly acknowledge and agree that the inability or preclusion of the City of Spokane to perform, in whole or material part, this Agreement caused by an order or directive of governmental authority or a court with jurisdiction shall constitute a force majeure or change in law event hereunder and Spokane can terminate this Agreement.

7.4.3.3. If Spokane is materially limited or prohibited from performance of this Agreement, in whole or in part, Spokane may terminate this Agreement by providing Medical Lake as much advance written notice as is mandated by Legal Requirements or Judicial Requirements under the circumstance, or six (6) months, whichever is longer, from the date of the written notice.

7.5. Medical Lake Events of Default and Spokane's Rights of Termination.

7.5.1. If Medical Lake fails to make any payment in full when due under this Agreement for a period of sixty (60) days or more after the Due Date, Spokane shall make written demand upon Medical Lake to make payment within ten (10) days of the date of such written demand. If the failure to pay is not cured with the ten (10) day time period, Medical Lake shall be deemed

to be in default of this Agreement, and then Spokane may terminate this Agreement by providing Medical Lake with written notice not less than six (6) months prior to the date of termination set forth in such written notice.

7.5.2. If Spokane determines, in its sole discretion, that Medical Lake has materially breached the terms of this Agreement, and fails to cure such a material breach within a period of sixty (60) days after Spokane provides Medical Lake written notice of the same, then Medical Lake shall be deemed to be in default of this Agreement, and then Spokane may terminate this Agreement by providing Medical Lake with written notice.

8. Force Majeure. Neither Medical Lake nor Spokane shall be considered to be in default in respect to any obligations hereunder if prevented from fulfilling such obligations due to conditions beyond their reasonable control including acts of God, fire, flood, earthquake, other natural disaster, acts of war, insurrection or riot, or change in the law or directive of governmental authority. If a Party is unable to perform in whole or in part because of such condition, the Party shall diligently and promptly take reasonable steps to allow it to perform.

9. Indemnification by Spokane. To the fullest extent permitted by law, Spokane hereby releases and agrees to indemnify, defend and hold harmless each of the Medical Lake Indemnified Parties (defined below) from and against any claim, liability, loss, expense (including but not limited to attorneys' fees and expenses), damage, demand, lawsuit, cause of action, order, strict liability claim, penalty, fine, administrative law action and/or cost of every kind and character (collectively, "Claim/Liability"), arising out of or in any way incident to the design or construction of the Spokane Improvements if due to the negligence, gross negligence, or intentional act or omission by Spokane, including in each case (but not limited to) any Claim/Liability on account of defective work, breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Spokane, its employees or officers, the Medical Lake Indemnified Parties, or any other person or entity. "Medical Lake Indemnified Parties" means, individually and collectively, Medical Lake, its officers, shareholders, and members of each of the foregoing entities. Notwithstanding any provision in this Agreement to the contrary, the Spokane's duties under this Section 9 shall survive the termination, revocation, or expiration of this Agreement.

10. Indemnification by Medical Lake. To the fullest extent permitted by law, Medical Lake hereby releases and agrees to indemnify, defend and hold harmless each of the Spokane Indemnified Parties (defined below) from and against any Claim/Liability arising out of or in any way incident to the use by Medical Lake of the water supplied by Spokane hereunder, or arising out of or in any way incident to the design or construction of the Medical Lake Improvements if due to the negligence, gross negligence, or intentional act or omission by Medical Lake, including in each case (but not limited to) any Claim/Liability on account of defective work, negligence,

breach of contract, personal injuries, death, damage to property, damage to the environment, or infringement of any patent, trademark, copyright or other property right, regardless of whether such harm is to Medical Lake, its members or officers, the Spokane Indemnified Parties, or any other person or entity. "Spokane Indemnified Parties" means, individually and collectively, Spokane, its elected officials, officers, employees, and agents. Notwithstanding anything in this Agreement to the contrary, Medical Lake's duties under this Section 10 shall survive the termination, revocation, or expiration of this Agreement.

11. Dispute Resolution.

11.1. Except as otherwise provided in this Agreement, any and all disputes arising under this Agreement shall be resolved pursuant to this Section 11.

11.2. The Parties shall make good faith efforts to resolve by informal discussion any dispute arising under this Agreement.

11.3. If at any time during the good faith efforts to resolve any dispute arising under this Agreement either of the Parties determines that such informal discussions will not result in a resolution of the issue(s) in dispute, such dispute, upon the mutual agreement of the parties, may be submitted for resolution by mediation.

11.4. Disputes not resolved by Section 11.2, 11.3, or 11.4, as the case may be, shall be resolved in court per Section 12.11.

11.5. Except as otherwise provided by this Agreement, the Parties shall continue to fulfill their respective duties under this Agreement pending resolution of any dispute.

12. Miscellaneous Provisions.

12.1. Access to Records.

12.1.1. Medical Lake's Access to Spokane Records. Upon reasonable prior notice to Spokane, Medical Lake, or any consultant of Medical Lake, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Spokane at the location where such books, records, and accounts are located. Spokane shall not be obligated to collate, organize, or analyze the information sought by Medical Lake or by Medical Lake's consultant.

12.1.2. Spokane's Access to Medical Lake Records. Upon reasonable prior notice to Medical Lake, Spokane, or any consultant of Spokane, shall be given access during normal business hours to the books, records, and accounts related to this Agreement in the possession of Medical Lake at the location

where such books, records, and accounts are located. Medical Lake shall not be obligated to collate, organize, or analyze the information sought by Spokane or by Spokane's consultant.

12.2. Notices.

12.2.1. All notices, requests, demands, waivers, consents and other communications required under this Agreement shall be in writing except as provided in Section 7.4.1, and shall be delivered by the following means: (i) by certified mail, return-receipt requested, (ii) by facsimile providing confirmation of completed transmission, or (ii) by such other means as may be approved in writing by the Parties. Service of any such notice, request, demand, waiver, consent, or other communication, shall be deemed to have been duly given and to have become effective upon receipt.

12.2.2. Any and all notices, demands, waivers, consents and other communications shall be forwarded to each of the Parties at the following addresses:

To Spokane:
Director, City of Spokane Water Department
914 N Foothills Dr.
Spokane, WA 99207
Telephone: (509) 625-7800
Facsimile: (509) 625-7816

With a copy to:
City Attorney
Office of the City Attorney
City of Spokane – City Hall
808 West Spokane Falls Boulevard
Spokane, WA 99201
Telephone: (509) 625-6225
Facsimile: (509) 625-6277

To Medical Lake: _____
_____
_____

With a copy to: _____
_____
_____

or to such other address as may be agreed to in writing by the Parties.

12.3. Assignment. Neither this Agreement nor any of the rights, interests or obligations created hereunder may be assigned, sold, or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party.

12.4. No Third Party Beneficiaries. Nothing in this Agreement is intended to confer upon any person or entity, other than the Parties hereto, any rights, benefits, or obligations. No such third-party shall have any right to enforce any of the provisions of this Agreement. Unless expressly stated otherwise herein.

12.5. Medical Lake Water System – No Spokane Responsibility. It is understood that Spokane does not own or have any responsibilities outside of this Agreement whatsoever to maintain Medical Lake's Water System.

12.6. Compliance with Local, State, Federal Rule or Regulation. In the event Spokane is required to comply with any local, state, or federal rule or regulation governing its operation of its water rights and said rule or regulation requires the compliance of wholesale water customers of Spokane, Medical Lake agrees to comply.

12.7. Waiver. Except as otherwise provided herein or as agreed by the Parties, no provision of this Agreement may be waived except as documented or confirmed in writing. Any waiver at any time by a Party of its rights with respect to a default under this Agreement or with any other matter arising in connection therewith shall not be deemed a waiver with respect to any subsequent default or matter. Either Party may waive any notice or agree to accept a shorter notice than specified by this Agreement. Such waiver of notice or acceptance of shorter notice by a Party at any time regarding a notice shall not be considered a waiver with respect to any subsequent notice required by this Agreement.

12.8. Entire Agreement. All prior negotiations and agreements between the Parties hereto relating to the subject matter hereof are merged into and superseded by this Agreement, and shall constitute the entire agreement between Spokane and Medical Lake concerning the sale of wholesale water to Medical Lake for use as hereinbefore provided. The rights and obligations of the Parties hereunder shall be subject to and shall be governed by this Agreement.

12.9. Representations and Warranties. The Parties hereby represent and warrant to one another the following:

12.9.1. Each party is duly authorized and validly existing under the laws of, and is authorized to exercise its powers, rights, and privileges and is in good standing in, the State of Washington, and has full power and authority to carry on its business as presently conducted and execute this Agreement and perform the transactions on its part contemplated by this Agreement.

12.9.2. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby have been duly authorized by the appropriate board or council, and no other act or proceeding on the part of any Party is necessary to authorize this Agreement, or the transactions contemplated hereby.

12.9.3. The execution, delivery, and performance by each of the Parties of this Agreement does not: (a) contravene any law; or (b) conflict with or result in a breach of or default under any material agreement or instrument to which any Party is a party or by which it is bound.

12.9.4. There are no actions, suits, claims, or proceedings pending, or, to the best of each Party's knowledge, threatened against either Party that is likely to impair the consummation or the transactions contemplated hereby.

12.9.5. This Agreement, when executed and delivered, will constitute a valid and binding obligation of each Party, and will be enforceable against each such Party in accordance with its terms.

12.10. Amendments. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written Amendment to this Agreement signed by the Parties.

12.11. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington (regardless of the laws that might otherwise govern under applicable principles of conflicts of law of such state). The Parties (i) agree that any lawsuit, judicial action, or proceeding arising out of or relating to this Agreement must be heard in the Superior Court of the State of Washington in and for the County of Spokane, or in the United States District Court for the Eastern District of Washington, (ii) waive any objection to the venue of any such suit, action, or proceeding, and (iii) irrevocably submit to the jurisdiction of any such court in any such lawsuit or judicial action or proceeding.

12.12. Reasonable and Good Faith Efforts. Each Party will make all reasonable and good faith efforts to coordinate with the other Party to complete the Medical Lake and Spokane Improvements, to secure the Regulatory Approvals, and accomplish tasks provided for in this Agreement in a timely manner.

12.13. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced, all other terms or provisions of the Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereunder is not affected in any manner or materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement

so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereunder are consummated as originally contemplated and to the greatest extent possible.

12.14. Rights and Remedies Cumulative. The rights and remedies available under this Agreement or otherwise available shall be cumulative of all other rights and remedies and may be exercised successively.

12.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written.

DATED: _____

CITY OF SPOKANE

By: _____

Title: _____

ATTEST:

_____
City Clerk
City of Spokane

DATED: _____

APPROVED AS TO LEGAL FORM:

_____
City Attorney
City of Spokane

DATED: _____

CITY OF MEDICAL LAKE

By: _____

Title: _____

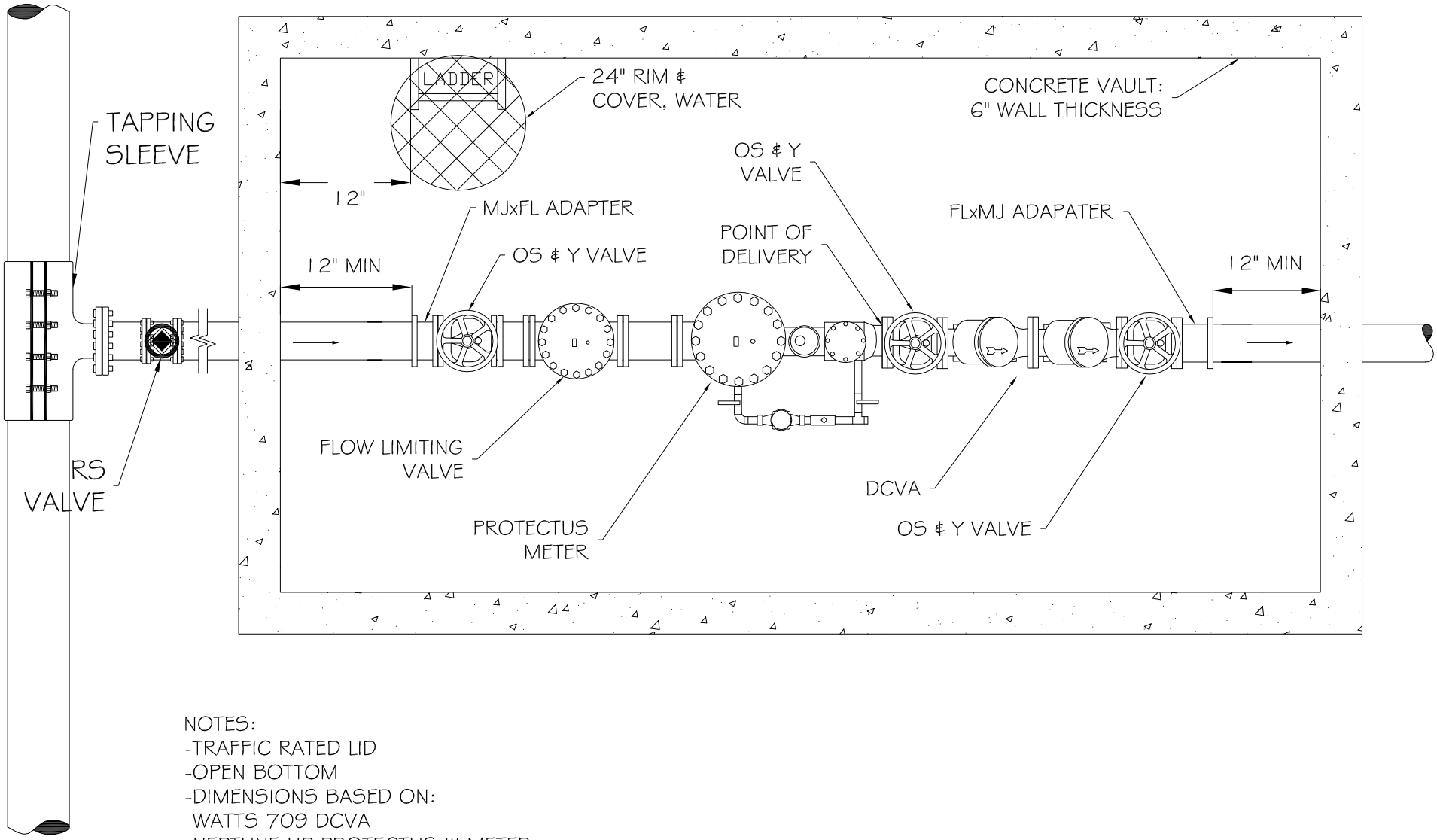
ATTEST:

_____
City Clerk
City of Medical Lake

APPROVED AS TO LEGAL FORM:

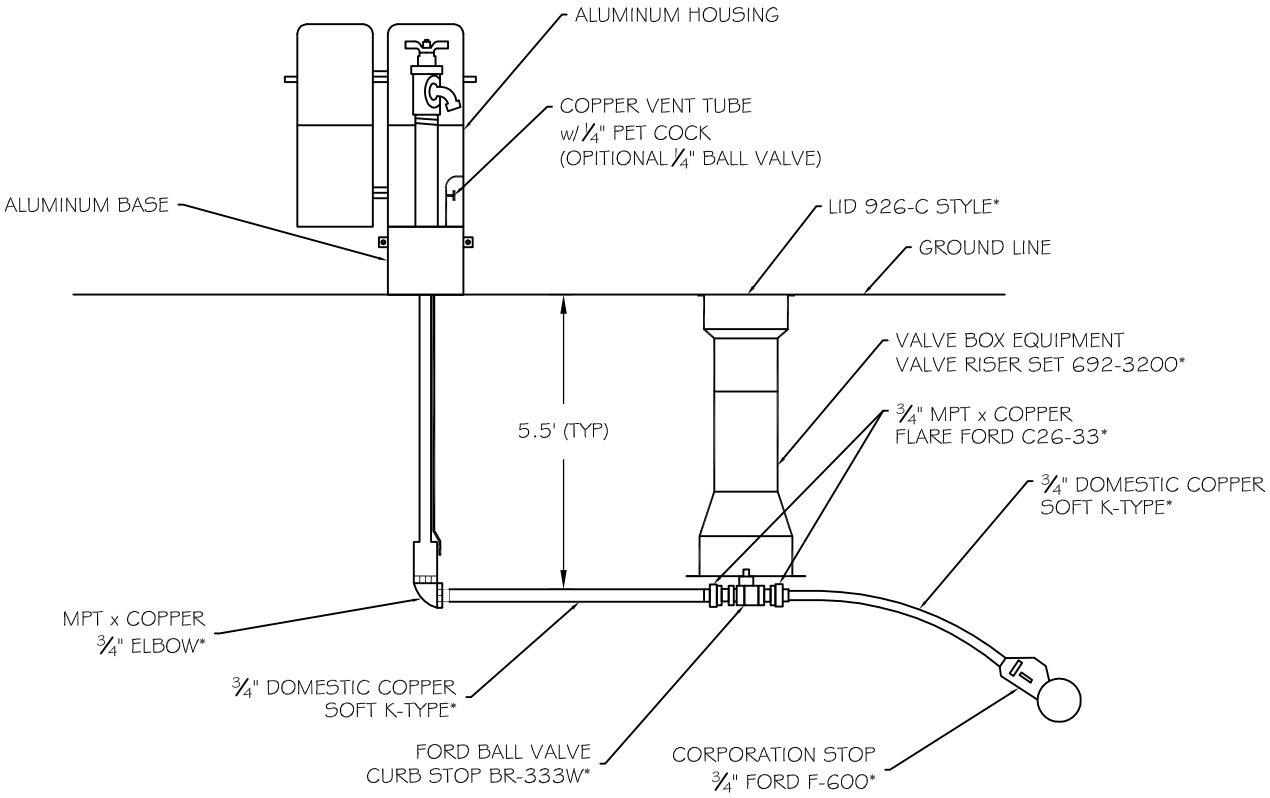
_____
City Attorney
City of Medical Lake

DATED: _____



NOTES:
-TRAFFIC RATED LID
-OPEN BOTTOM
-DIMENSIONS BASED ON:
 WATTS 709 DCVA
 NEPTUNE HP PROTECTUS III METER
-EXCAVATION TO BE DONE PER L&I REGULATIONS
-VAULT SIZE DEPENDS ON SIZE OF LINE AND APPLIANCE LENGTHS. CHECK WITH COS WATER DEPARTMENT

ADOPTED: 1/2017	INTERTIE CONNECTION
REVISED:	
SUPERSEDES:	
CHECKED BY: TR	WATER DEPARTMENT CITY OF SPOKANE, WASHINGTON
SCALE: NTS	STANDARD PLAN No.
DWG./REV BY: ABM	



* BY OTHERS

NOTE:
LOCATION OF SAMPLING STATION
WILL BE DETERMINED BY COS WATER
DEPARTMENT

WATER QUALITY SAMPLING STATION	**WATER & HYDRO SERVICES** CITY OF SPOKANE, WASHINGTON	*DRAWN BY: ABM* *DATE: 9/2017* *SCALE: NO SCALE*

Agenda Sheet for City Council Meeting of: 05/21/2018		Date Rec'd	5/10/2018
		Clerk's File #	ORD C35623
		Renews #	
Submitting Dept	DEVELOPER SERVICES CENTER	Cross Ref #	RES 2018-0032
Contact Name/Phone	ELDON BROWN 625-6305	Project #	
Contact E-Mail	EBROWN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Hearings	Requisition #	
Agenda Item Name	4700 - 32ND & NAPA STREET VACATION ORDINANCE		

Agenda Wording

Vacation of portions of 32nd Avenue and Napa Street right-of-ways.

Summary (Background)

At its legislative session held on April 23, 2018, the City Council set a hearing on the above vacation for portions of 32nd Ave and Napa Street right-of-ways. Staff has solicited responses from all concerned parties.

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

Approvals		Council Notifications	
Dept Head	BECKER, KRIS	**Study Session**	
Division Director	BECKER, KRIS	**Other**	P.I.E.S. 4/9/18
Finance	DUNIVANT, TIMOTHY	Distribution List	
Legal	DALTON, PAT	ebrown@spokanecity.org	
For the Mayor	DUNIVANT, TIMOTHY	edjohnson@spokanecity.org	
Additional Approvals		sbishop@spokanecity.org	
Purchasing		kbecker@spokanecity.org	

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

ORDINANCE NO. C35623

An ordinance vacating portions of 32nd Avenue and Napa Street right-of-ways;

WHEREAS, a petition for the vacation of portions of 32nd Avenue and Napa Street right-of-ways and more particularly described below, has been filed with the City Clerk representing 93% 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 following right-of-ways are hereby vacated, all within the Northwest quarter of Section 33, Township 25 North, Range 43 East, Willamette Meridian. Parcel number not assigned.

32nd Avenue from the east line of Pittsburg St. to the west line of Napa Street;

Together with:
Napa Street from the south line of 32nd Avenue to 30 feet south of the south line of 31st Avenue;

Together with:
that portion of 32nd Avenue from the east line of Napa Street east 135', more or less, to its termination in the west line of Block 3 of the plat of Estate Development;

Together with:
That piece of Napa Street right-of-way beginning on a point on the east line of Napa Street that is 30 feet south of the south line of 31st; thence heading in a northwesterly direction at a bearing of N45ºW to its intersection with the west line of Napa Street, thence south to a point on the west line of Napa Street that is 30 feet south of the south line of vacated 31st Avenue as vacated by City of Spokane Ordinance Number C-29539, thence easterly to the point of beginning.

Passed the City Council _____

_____
Council President

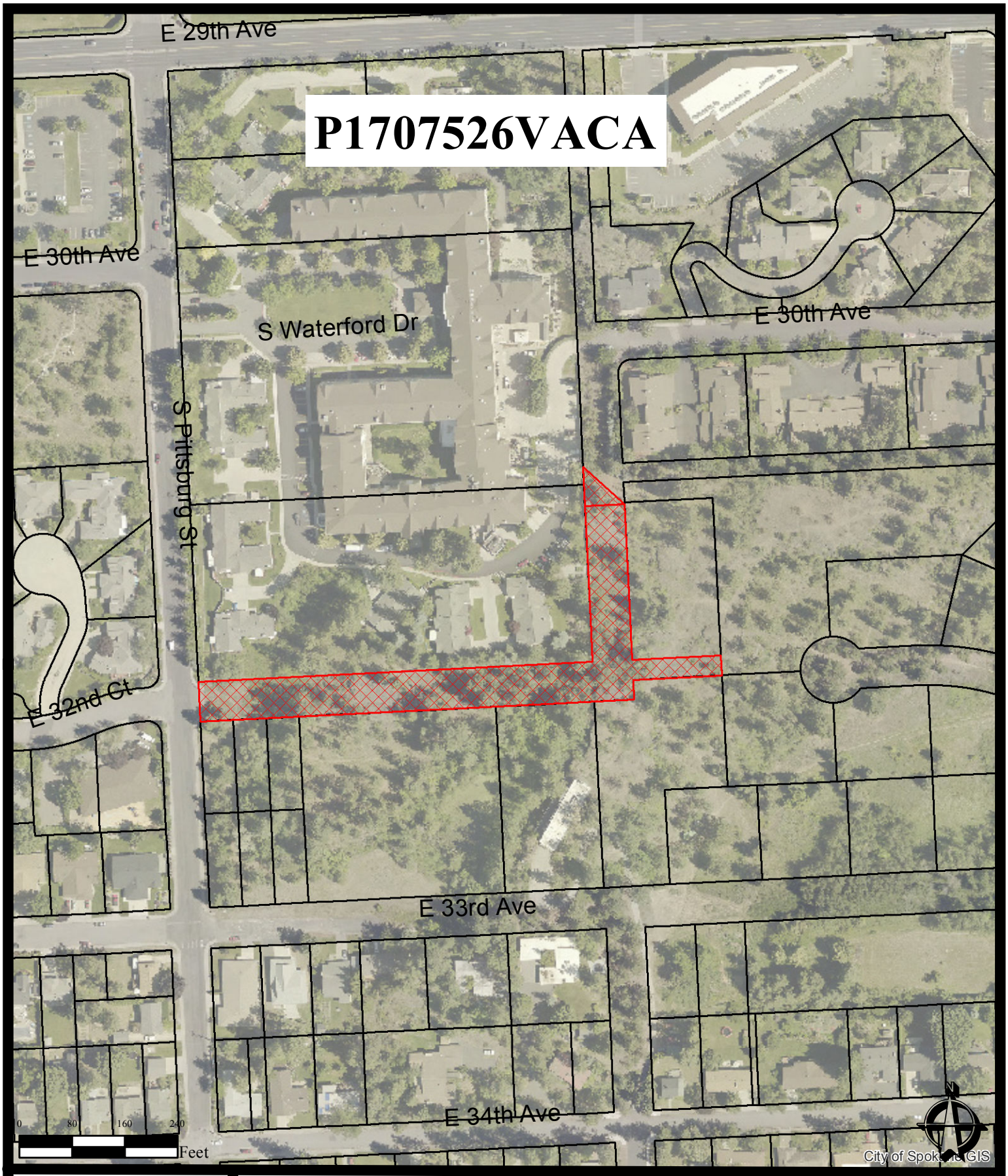
Attest: _____
City Clerk

Approved as to Form:

_____
Assistant City Attorney

_____ Date: _____
Mayor

Effective Date:_____



CITY OF SPOKANE

Right of Way Description:
32nd Ave from the east line of Pittsburg St to the east line of Napa St; together with the 30' wide strip of 32nd Ave directly east of Napa St; together with Napa St from the north line of 32nd to 30 feet south of the south line of 31st & an additional triangular peice roughly 60'x60'x85'

Legend

Vacation Area

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.

Printed by: edjohnson Print date: 5/3/2018

CITY OF SPOKANE
PLANNING & DEVELOPMENT
808 West Spokane Falls Blvd, Spokane WA 99201-3343
(509) 625-6300 FAX (509) 625-6822

STREET VACATION REPORT
April 10, 2018

LOCATION: 32nd between Pittsburg and Napa

PROPONENT: Touchmark

PURPOSE: Consolidate property in order to build a memory care facility.

HEARING: May 21, 2018

REPORTS:

AVISTA UTILITIES – I have reviewed the referenced petition for vacation and Avista serves the area with electric and gas distribution. We have no further comments or concerns.

COMCAST – Comcast has reviewed the vacation request. Enclosed is a map showing our plant which is on the North side of 32nd. As long as we have access to our plant Comcast has no objection with the vacation.

CENTURYLINK – After reviewing our maps, CTL has no issues with the Vacation Map.

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

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

ASSET MANAGEMENT - CAPITAL PROGRAMS – The City is purchasing some parcels in this area from Andy Sonneland for a water reservoir. It looks like a conflict for the north 30 foot of Napa.

FIRE DEPARTMENT – No Objection

NEIGHBORHOOD SERVICES – No comments

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – DEVELOPER SERVICES - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – Condition the approval on the requirement to aggregate parcels so that there are no land locked parcels.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT - No comments

STREET DEPARTMENT – We have reviewed the proposed vacation of 32nd Ave from the east line of Pittsburg St to the east line of Napa St; together with the 30' wide strip of Pittsburg St. directly east of Napa St; together with Napa St from the north line of 32nd Ave to the south line of 31st Ave, and the Street Department has no objections to the proposed vacation.

WASTEWATER MANAGEMENT – Wastewater Maintenance has no assets in the proposed vacation area. Therefore, we have no objection to the vacation provided on site runoff be maintained and treated on site.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

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

1. Adequate emergency vehicle access shall be maintained to existing and future buildings.

2. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be $186,533.25 and is to be deposited to Budget Account #3200 49199 99999 39510.

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

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

Eldon W. Brown

From:	Pfister, Terri
To:	Deasy, Annie; Williams, Stephen
Cc:	Farnsworth, Laurie
Subject:	FW: 32nd/Napa Street Vacation
Date:	Thursday, May 17, 2018 8:37:54 AM

From: Carol Tomsic [mailto:carol_tomsic@yahoo.com]
Sent: Thursday, May 17, 2018 12:23 AM
To: Beggs, Breean
Cc: Kinnear, Lori; Stuckart, Ben; Burke, Kate M.; Fagan, Mike; Mumm, Candace; Stratton, Karen; Pfister, Terri
Subject: 32nd/Napa Street Vacation

REF: May 21, 2018 City Council Meeting.

I am a resident of the Lincoln Heights Neighborhood. I live, work, shop, and walk in the neighborhood.

I am requesting that the city council vote against the street vacation of 32nd/Napa requested by Touchmark. I do not want the public right of way terminated so Touchmark can build a proposed memory center and fitness facility and block long existing pedestrian and bicycle access.

The Lincoln Heights District Center Plan emphasizes pedestrian safety and increased walkability. The existing trails on the proposed 32nd/Napa street vacation are used by residents in my neighborhood and other surrounding neighborhoods as a short cut to our district center, the South Hill Public Library, and other neighborhood destinations. The trails are a safe way to walk around our neighborhood, especially since the traffic on our streets have become intolerable and unsafe for pedestrians due to an increase in development.

The street vacation of 32nd/Napa will also take away a beautiful neighborhood greenspace. I do not want that to happen.

Thank you

Carol Tomsic
E 3303 27th