



Official Gazette

City of Spokane, Washington

Statement of City Business, including a Summary of the Proceedings of the City Council

Volume 103

JANUARY 9, 2013

Issue 2



MAYOR AND CITY COUNCIL

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBERS:

MICHAEL A. ALLEN (DISTRICT 2)

MIKE FAGAN (DISTRICT 1)

NANCY McLAUGHLIN (DISTRICT 3)

STEVE SALVATORI (DISTRICT 3)

JON SNYDER (DISTRICT 2)

AMBER WALDREF (DISTRICT 1)

The Official Gazette

(USPS 403-480)

Published by Authority of City Charter Section 39

The Official Gazette is published weekly by the Office of the City Clerk
5th Floor, Municipal Building, Spokane, WA 99201-3342

Official Gazette Archive:

<http://www.spokanecity.org/services/documents>

To receive the Official Gazette by e-mail, send your request to:
clerks@spokanecity.org

INSIDE THIS ISSUE

MINUTES	6
GENERAL NOTICES	6
POLICIES AND PROCEDURES	7
NOTICES FOR BIDS	35

The Official Gazette

USPS 403-480

0% Advertising

Periodical postage paid at
Spokane, WA**POSTMASTER:****Send address changes to:**Official Gazette
Office of the Spokane City Clerk
808 W. Spokane Falls Blvd.
5th Floor Municipal Bldg.
Spokane, WA 99201-3342**Subscription Rates:**

Within Spokane County:

\$4.75 per year

Outside Spokane County:

\$13.75 per year

**Subscription checks made
payable to:**

City Treasurer

Address Change:Official Gazette
Office of Spokane City Clerk
808 W. Spokane Falls Blvd.
5th Floor Municipal Bldg.
Spokane, WA 99201-3342

Minutes

NOTICE**NO MEETING MINUTES OF SPOKANE CITY COUNCIL****Monday, December 31, 2012**

The Monday, December 31, 2012, regularly scheduled City Council meeting was not held. Therefore, no meeting minutes will be published for this date.

General Notices

CIVIL SERVICE COMMISSION AGENDA**January 15, 2013****Council Chambers****808 W. Spokane Falls Blvd.**

NOTICE IS HEREBY GIVEN that the regular meeting of the SPOKANE CIVIL SERVICE COMMISSION will be conducted at 9:30 a.m., Tuesday, January 15, 2013, in the Council Chambers on the Lower Level, City Hall.

Items on the Agenda are as follows:

- I. Approval of Minutes
- II. Staff Activities
- III. Classification Resolution
- IV. Resolution to Amend List of Classifications designated as Senior Admin. Assistants
- V. CDL Requirement for Labor Foreperson position in Street Department
- VI. Claim by Local 270 regarding Lay Off Actions and Contracting Out of Classified Work
- VII. Other Business

The meeting is open to the public, with the possibility of moving into executive session only with members of the Civil Service Commission and the appropriate staff.

A Commission briefing will be held at 9:00 a.m., January 15, 2013, in the Council Chambers.

Dated at Spokane, Washington, this 2nd day of January 2013.

MARY DORAN
Chair

GLENN KIBBEY
Chief Examiner

TO HUMAN RESOURCES STAFF AND ALL EMPLOYEE REPRESENTATIVES:

There will be a pre-Commission/Project Evaluation Committee meeting in the Civil Service Conference Room (4B) at 11:00 a.m., January 14, 2013.

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 Gita George-Hatcher at (509) 625-7083, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ggeorge-hatcher@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. George-Hatcher at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**CITY OF SPOKANE
SUMMARY OF
PROPOSED FRANCHISE ORDINANCE C34948**

Franchise to AVISTA CORPORATION, a Registered Washington Corporation (dba Avista Utilities), to locate, access, construct, operate and maintain poles, wires, underground cables and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, control and distribution of electricity within its legal authority. Franchise term: 25 years. For more information, contact Steve Trabun, Avista Regional Business Manager, East 1411 Mission MSC-68, Spokane, Washington 99220. (Final Reading of this proposed ordinance is anticipated to be held before the Spokane City Council on January 14, 2013.)

Publish: December 19 and 26, 2012 and January 2 and 9, 2013

**CITY OF SPOKANE
SUMMARY OF
PROPOSED FRANCHISE ORDINANCE C34949**

Franchise to LIGHTSPEED NETWORKS, a Registered Oregon Corporation, to use the public right of way to provide noncable telecommunications service within its legal authority. Franchise term: 20 years. For more information, contact LIGHTSPEED NETWORKS, Robin Smith, Legal Counsel, 921 SW Washington Street, Ste. 370, Portland, Oregon 97205. (Final Reading of this proposed ordinance is anticipated to be held before the Spokane City Council on January 14, 2013.)

Publish: December 19 and 26, 2012 and January 2 and 9, 2013

Policies and Procedures

**CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE**

ADMIN 0450-12-01 / LGL 2012-0062

**EFFECTIVE DATE: December 27, 2012
REVISION EFFECTIVE DATE: N/A**

**TITLE: CONFLICT OF INTEREST POLICY FOR
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS**

1.0 GENERAL

- 1.1 The purpose of this policy is to formalize the process by which the City handles City officers, employees and board / commission members requests to use U.S. Department of Housing and Urban Development funds and to prevent any real or perceived conflict of interest with regard to the use of these funds.
- 1.2 All third-party agreements funded under the United States Department of Housing and Urban Development are governed by the conflict of interest provisions of the U. S. Department of Housing and Urban Development, the U. S. Office of Management and Budget, the State of Washington, and the City of Spokane.

1.3 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City officers and employees in City divisions and departments, including members of all City boards and commissions.

3.0 REFERENCES

24 CFR 570.611
OMB Circular A-102
RCW 42.23.030
City of Spokane Charter – Section 36

4.0 DEFINITIONS

4.1 “HUD” means the U.S. Department of Housing and Urban Development.

4.2 “OMB” means the U.S. Office of Management and Budget

5.0 POLICY

5.1 No person who:

- a. is an employee, agent, consultant, officer, or elected or appointed official of the City, or any designated public agencies, or any subrecipient which is receiving HUD funds; and
- b. exercises or has exercised any functions or responsibilities with respect to assisted HUD activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities,

may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one (1) year thereafter.

5.2 The federal conflict of interest provision shall be included in all agreements HUD grant programs between the City of Spokane and other organizations / firms.

5.3 Persons who are employed by the City of Spokane or who are officers or public officials of the City and who exercise functions or responsibilities with respect to the HUD-funded program are precluded from deriving any financial benefit from contracts or subcontracts funded through the HUD-funded program during their office or employment and for one (1) year thereafter.

5.4 Subgrantee recipients shall sign the following conflict of interest certification at the time of their application for funding.

6.0 PROCEDURE

6.1 Employees of Departments Which Receive and / or Administer Funds From HUD.

- 6.1.1 Employees who work in departments that receive and/or administer HUD funds have an obligation to disclose any potential conflict of interest with regard to use of these federal funds.
- 6.1.2 If the employee or his/her family member requests to use HUD funds for an eligible activity, he or she must obtain a review by the City Attorney's Office, public disclosure and an exception requested from HUD.

- 6.1.3 The department head shall request a legal review of the application. Legal review consists of an opinion from the City Attorney's Office that the interest for which the exception is sought would not violate state or local law. If legal review concludes that access to use of HUD funds would violate state or local law, the employee is notified that the request is denied.
- 6.1.4 The employee must make a public disclosure of the nature of the request for funds and potential conflict of interest, including information about the legal opinion. The application and legal opinion are submitted to the Community, Housing and Human Services Board for public disclosure. If any reasonable public objection is received during the public disclosure, final decision as to employee participation will be made by the City Administrator.
- 6.1.5 The City submits a formal request to HUD to review and grant an exception to the employee's conflict of interest. The HUD determination is communicated to the employee. If the request is approved, the individual may proceed with the use of HUD funds. If the request is denied, the individual is so notified.

6.2 Employees of Other Departments.

- 6.2.1 If the employee or his/her family member requests to use HUD funds for an eligible activity, he or she must obtain a review by the City Attorney's Office, public disclosure and an exception requested from HUD.
- 6.2.2 The department head shall request a legal review of the application. Legal review consists of an opinion from the City Attorney's Office that the interest for which the exception is sought would not violate state or local law. If legal review concludes that access to use of HUD funds would violate state or local law, the employee is notified that the request is denied.
- 6.2.3 The employee must make a public disclosure of the nature of the request for funds, including information about the legal opinion. The application and legal opinion are submitted to the Community, Housing and Human Services Board for public disclosure. If any reasonable public objection is received during the public disclosure, final decision as to employee participation will be made by the City Administrator.

6.3 Members of the Community, Housing And Human Services Board.

- 6.3.1 Members of the Community, Housing and Human Services Board shall not be an employee, agent, consultant, officer, or elected or appointed official of any agency applying for HUD federally funded assistance.
- 6.3.2 Agencies who have an employee, agent, consultant, officer, or elected or appointed official, who is a Board member are prohibited from receiving HUD federally funded assistance.
- 6.3.3 Potential applicants for the Board may ask the City for a legal opinion, make public disclosure and to apply to HUD for a conflict of interest waiver and if approved, may then be considered for Board membership.

6.4 HUD Consideration of Waivers.

- 6.4.1 The provisions set forth in 24 CFR 570.611 provide for HUD consideration of waivers to its conflict of interest provisions on a case-by-case basis.
- 6.4.2 Full public disclosure of the conflict is required together with an opinion by the City Attorney that the financial interest for which the exception is sought would not violate state or local law.
- 6.4.3 HUD would then make a determination on whether to grant the requested waiver taking the following factors into consideration:
 - a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in questions;
- e. Whether the interest or benefit was present before the affected person was an employee, agent, consultant, officer or official covered by the conflict of interest provisions;
- f. Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- g. Any other relevant considerations.

7.0 RESPONSIBILITIES

The Director of Community and Neighborhood Services shall administer this policy and procedure.

8.0 APPENDICES

Legal Requirements

APPROVED BY:

Barbara Burns
Assistant City Attorney

December 3, 2012

Jonathan Mallahan
Director – Community and Neighborhood Services

December 10, 2012

Theresa Sanders
City Administrator

December 12, 2012

APPENDICES LEGAL REQUIREMENTS

24 CFR 570.611

No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG funds and (2) who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

OMB CIRCULAR A-102

The OMB conflict of interest provision set forth in Circular A-102, "Uniform Requirements for Assistance to State and Local Governments," Attachment 0, "Procurement Standards", is applicable to, "... *the procurement of supplies, equipment, construction and services for Federal assistance programs.*"

Paragraph 7, Code of Conduct, prohibits the City's employees, officers and agents from participating in the selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would-be involved.

A conflict arises when:

- a. The employee, officer or agent,
 - b. Any member of his immediate family;
 - c. His or her partner, or
 - d. An organization which employs, or is about to employ, any of the above,
- has a financial or other interest in the firm selected for award.

This provision is less stringent than the HUD conflict of interest provision, and would simply require that the affected individual disclose his or her financial interest and abstain from participating in discussions or actions regarding the selection, award or administration of a contract.

RCW 42.23.030 INTEREST IN CONTRACT PROHIBITED—EXCEPTIONS

No municipal officer shall be beneficially interested, directly or indirectly, in any contract which may be made by, through or under the supervision of such officer, in whole or in part, or which may be made for the benefit of his or her office, or accept, directly or indirectly, any compensation, gratuity or reward in connection with such contract from any other person beneficially interested therein. This section shall not apply in the following cases:

- (1) The furnishing of electrical, water or other utility services by a municipality engaged in the business of furnishing such services, at the same rates and on the same terms as are available to the public generally;
- (2) The designation of public depositaries for municipal funds;
- (3) The publication of legal notices required by law to be published by any municipality, upon competitive bidding or at rates not higher than prescribed by law for members of the general public;
- (4) The designation of a school director as clerk or as both clerk and purchasing agent of a school district;
- (5) The employment of any person by a municipality for unskilled day labor at wages not exceeding two hundred dollars in any calendar month. The exception provided in this subsection does not apply to a county with a population of one hundred twenty-five thousand or more, a city with a population of more than one thousand five hundred, an irrigation district encompassing more than fifty thousand acres, or a first-class school district;
- (6)
 - (a) The letting of any other contract in which the total amount received under the contract or contracts by the municipal officer or the municipal officer's business does not exceed one thousand five hundred dollars in any calendar month.
 - (b) However, in the case of a particular officer of a second-class city or town, or a noncharter optional code city, or a member of any county fair board in a county which has not established a county purchasing department pursuant to RCW 36.32.24, the total amount of such contract or contracts authorized in this subsection (6) may exceed one thousand five hundred dollars in any calendar month but shall not exceed eighteen thousand dollars in any calendar year.
 - (c)
 - (i) In the case of a particular officer of a rural public hospital district, as defined in RCW 70.44.46, the total amount of such contract or contracts authorized in this subsection (6) may exceed one thousand five hundred dollars in any calendar month, but shall not exceed twenty-four thousand dollars in any calendar year.
 - (ii) At the beginning of each calendar year, beginning with the 2006 calendar year, the legislative authority of the rural public hospital district shall increase the calendar year limitation described in this subsection (6)(c) by an amount equal to the dollar amount for the previous calendar year multiplied by the change in the consumer price index as of the close of the twelve-month period ending December 31st of that

previous calendar year. If the new dollar amount established under this subsection is not a multiple of ten dollars, the increase shall be rounded to the next lowest multiple of ten dollars. As used in this subsection, "consumer price index" means the consumer price index compiled by the bureau of labor statistics, United States department of labor for the state of Washington. If the bureau of labor statistics develops more than one consumer price index for areas within the state, the index covering the greatest number of people, covering areas exclusively within the boundaries of the state, and including all items shall be used.

- (d) The exceptions provided in this subsection (6) do not apply to:
- (i) A sale or lease by the municipality as the seller or lessor;
 - (ii) The letting of any contract by a county with a population of one hundred twenty-five thousand or more, a city with a population of ten thousand or more, or an irrigation district encompassing more than fifty thousand acres; or
 - (iii) Contracts for legal services, except for reimbursement of expenditures.
- (e) The municipality shall maintain a list of all contracts that are awarded under this subsection (6). The list must be made available for public inspection and copying;
- (7) The leasing by a port district as lessor of port district property to a municipal officer or to a contracting party in which a municipal officer may be beneficially interested, if in addition to all other legal requirements, a board of three disinterested appraisers and the superior court in the county where the property is situated finds that all terms and conditions of such lease are fair to the port district and are in the public interest. The appraisers must be appointed from members of the American Institute of Real Estate Appraisers by the presiding judge of the superior court;
- (8) The letting of any employment contract for the driving of a school bus in a second-class school district if the terms of such contract are commensurate with the pay plan or collective bargaining agreement operating in the district;
- (9) The letting of an employment contract as a substitute teacher or substitute educational aide to an officer of a second-class school district that has two hundred or fewer full-time equivalent students, if the terms of the contract are commensurate with the pay plan or collective bargaining agreement operating in the district and the board of directors has found, consistent with the written policy under RCW 28A.330.24, that there is a shortage of substitute teachers in the school district;
- (10) The letting of any employment contract to the spouse of an officer of a school district, when such contract is solely for employment as a substitute teacher for the school district. This exception applies only if the terms of the contract are commensurate with the pay plan or collective bargaining agreement applicable to all district employees and the board of directors has found, consistent with the written policy under RCW 28A.330.24, that there is a shortage of substitute teachers in the school district;
- (11) The letting of any employment contract to the spouse of an officer of a school district if the spouse was under contract as a certificated or classified employee with the school district before the date in which the officer assumes office and the terms of the contract are commensurate with the pay plan or collective bargaining agreement operating in the district. However, in a second-class school district that has less than two hundred full-time equivalent students enrolled at the start of the school year as defined in *RCW 28A.150.04, the spouse is not required to be under contract as a certificated or classified employee before the date on which the officer assumes office;
- (12) The authorization, approval, or ratification of any employment contract with the spouse of a public hospital district commissioner if: (a) The spouse was employed by the public hospital district before the date the commissioner was initially elected; (b) the terms of the contract are commensurate with the pay plan or collective bargaining agreement operating in the district for similar employees; (c) the interest of the commissioner is disclosed to the board of commissioners and noted in the official minutes or similar records of the public hospital district prior to the letting or continuation of the contract; and (d) and the commissioner does not vote on the authorization, approval, or ratification of the contract or any conditions in the contract.

A municipal officer may not vote in the authorization, approval, or ratification of a contract in which he or she is beneficially interested even though one of the exemptions allowing the awarding of such a contract applies. The interest of the municipal officer must be disclosed to the governing body of the municipality and noted in the official minutes or similar records of the municipality before the formation of the contract.

CITY OF SPOKANE CHARTER – SECTION 36**Officers or Employees Not to be Interested in Contracts**

- a. Any member of the city council having a personal interest in any matter brought before the council shall declare the same to the council president and shall not vote or otherwise participate on said matter.
- b. No officer or employee of the City of Spokane having the power to perform an official act related to a contract or transaction which is or may be the subject of an official action of the City shall:
 1. have or acquire any interest in such contract or transaction; or
 2. have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from or to any person involved in a contract or transaction with the City of Spokane.
- c. All contracts of the City shall be free from all influence of or benefit to, directly or indirectly, any officer or employee of the City. This shall apply to the solicitation or receiving of any pay, commission, money, or other thing of value, or any benefit, profit, or advantage, directly or indirectly, from or by reason of any improvement, alteration, or repair required by authority of the City, or any contract to which the City shall be a party, except for the lawful compensation or salary as such officer or employee, and except as hereinafter provided.

**CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE****ADMIN 0500-13-01 / LGL 2005-0007****EFFECTIVE DATE: September 1997
REVISION EFFECTIVE DATE: January 1, 2013****TITLE: MINOR CONTRACT AUTHORIZATION****1.0 GENERAL**

- 1.1 The City enters into many routine minor contracts. The city charter requires all written contracts to which the City is a party be signed by the Mayor or Council President under the direction of the City Council. In section 7.06.260 of the Spokane Municipal Code, the council "directs and authorizes the Mayor or his/her designee to execute minor contracts without individual approval of each contract by the City Council. The City Administrator, division directors and department heads have been delegated contract signature authority by the Mayor. The Mayor may, upon his/her own volition, place any specific contract on the agenda for individual council authorization as he/she may see fit." The city charter gives the Director of Parks and Recreation contract signature authority for park fund expenditures.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City departments and divisions except the Library.

3.0 REFERENCES

SMC 7.06.060
SMC 7.06.260
Executive Order 2012-02
Executive Order 2011-01

4.0 DEFINITIONS

4.1 "Minor Contract" involves a net revenue or expense (excluding sales tax and state filing fees) of \$46,500 for the 2013 calendar year or less within a twelve (12)-month period; and is of a routine nature; provided the total expense (excluding sales tax and filing fees) does not exceed a total of \$121,600 for the 2013 calendar year over the term of the contract (not including renewals). NOTE: The dollar threshold is adjusted each January 1 based on a CPI index.

For example, if you had a three (3)-year contract with \$46,500 compensation each year, it would need to be approved by city council since the total expense of \$139,500 over the term of the contract exceeds \$121,600.

5.0 POLICY

5.1 It is the policy of the City of Spokane to process and execute contracts in an expeditious and efficient manner.

5.2 The following contracts may be processed by the minor contract summary process:

- a. contracts of \$46,500 or less (\$121,600 for term of contract)
- b. renewal contracts of \$46,500 or less (\$121,600 for term of contract)
- c. extensions of contracts
 - contract including extension is \$46,500 or less (\$121,600 for term of contract)
 - extension cost is within ten percent (10%) of original contract amount if contract is greater than \$46,500
 - no cost extensions
- d. name changes
- e. assignments
- f. change in payee address
- g. increase in encumbrance for unit price contracts up to \$46,500
- h. minor amendments in wording
- i. contracts of \$46,500 or less - increase in contract price up to \$46,500
- j. contracts greater than \$46,500 - increase in contract price up to ten percent (10%) of original contract amount (max of \$100,000)

5.3 Housekeeping Changes / Clarifications

- 5.3.1 Examples of housekeeping changes/clarifications include, but are not limited to: no cost extensions, changes in remittance address for payments, change in contractor's name (tax ID number remaining the same), and increased encumbrances (where revised contract total remains within the current minor contract dollar limit and the contract did not specify a specific maximum dollar amount).
- 5.3.2 Housekeeping changes/clarifications may be made on the minor contract summary form without need for an attached signed contract document.

5.4 Certain contracts have templates that have been pre-approved by the City Attorney's Office. These forms are located on the City's internal i-Share and do not require further legal review unless changes are desired by the department or contractor.

5.5 A matrix summary of the signature delegation authority for minor contracts follows:

2013 CONTRACT MATRIX

CONTRACT SIGNATURE

IF	AND	USE FORM	DEPT	DIVISION	LEGAL
PERSONAL SERVICE CONSULTANT SERVICE CONSULTANT SERVICE – ARCHITECT & ENGINEER	Up to \$3,000	Voucher Payable (VP)			
	\$3,001—\$10,000	Minor Contract Summary & Template	X		
	\$10,001—\$46,500	Minor Contract Summary to Legal		X	X
AMENDMENT	An alteration or change to an existing contract. It is normally used for wording changes.	Minor Contract Summary & Template		X	X
ADDENDUM	Additional work to an existing contract.	Minor Contract Summary & Template		X	
ASSIGNMENT	The transfer of rights, duties, and interest in a contract from one company to another.	Minor Contract Summary & Template	X		X
CONTRACT EXTENSION WITH COST	Continues an existing contract for an additional time period. It has the same terms and conditions except will have price changes.	Minor Contract Summary & Template		X	
CONTRACT EXTENSION NO COST	Continues an existing contract for an additional time period. It does not provide for additional compensation. It has the same terms and conditions.	Minor Contract Summary & Template	X		
OTHER CONTRACTS	\$3,001—\$10,000	Minor Contract Summary to Legal	X		X
	\$10,001—\$46,500	Minor Contract Summary to Legal		X	X
PUBLIC WORKS	Up to \$5,000	Service & Repair Order (SR)			
	\$5,001—\$10,000	Quote & Minor Contract Summary to Legal	X		X
	\$10,001—\$46,500	Quote & Minor Contract Summary to Legal		X	X
CHANGE ORDER	A written order to the contractor, issued after execution of the construction contract, which authorizes a change in the construction work, contract time and/or amount.	Minor Contract Summary i-Share Template Change orders on contracts of \$46,500 or less up to \$46,500 OR on contracts greater than \$46,500 – increase in contract price up to ten percent (10%) of original contract amount (max of \$100,000)		X	
		Minor Contract Summary to Legal		X	X
FINAL ACCEPTANCE	Documents the acceptance of a completed public works project. It begins the bond and retainage claim period.	Final Acceptance Template		X	
SOFTWARE/HARDWARE MAINTENANCE	Up to \$10,000	Department Order (DO)			
REAL ESTATE RELATED DOCUMENTS	Leases, use agreements, etc.	Minor Contract Summary to Legal		X	
	Deeds, easements, etc.		City Administrator		

6.0 PROCEDURE

6.1 Minor Contract Authorization Summary Form Preparation

- 6.1.1 Access the "Minor Contract Summary Form" on the City's internal i-Share. The form is sometimes called the "blue sheet."
- 6.1.2 Follow instructions for the Minor Contract Summary form.

6.2 Contract Preparation / Administration

- 6.2.1 The department shall:
 - Obtain quotes per City policy.
 - Negotiate the best possible cost and contract terms, when not a quote or bid.
 - Obtain approval as to form by Office of the City Attorney.
 - Have an authorized person from the contractor's firm sign the contract, making sure to include its insurance certificate and copy of City of Spokane business registration number.
 - Follow appropriate City signature authorization levels per section 5.5.
- 6.2.2 Submit contract and Minor Contract Summary to City Clerk.

6.3 Audit Overview

- 6.3.1 The Finance Division shall establish audit procedures to perform a semi-annual internal audit to review compliance with this policy. The audit procedures will be designed to provide reasonable assurance that the minor contract procedures and authorizations, as defined in this policy are being followed by City departments. Additional audits will also be performed on an as-requested or as-needed basis.
- 6.3.2 The results of each semi-annual audit will be summarized and reported to the City Administrator.
- 6.3.3 The City Administrator will follow up on any negative audit findings. Failure to comply with this policy could result in signature delegation authority being withdrawn or disciplinary action as appropriate.

7.0 RESPONSIBILITIES

The City Attorney, with cooperation from the Chief Financial Officer, is responsible for administering this policy.

8.0 APPENDICES

Minor Contract Summary Form
Minor Contract Summary Form Instructions

APPROVED BY:

Nancy Isserlis December 12, 2012
City Attorney

Gavin Cooley December 12, 2012
Chief Financial Officer

Barbara Burns December 12, 2012
Assistant City Attorney

Theresa Sanders December 28, 2012
City Administrator

APPENDICES

MINOR CONTRACT SUMMARY FORM



City of Spokane

Minor Contract Summary

OPR # _____

Cross Ref _____

Destruct Date _____

Clerk's Dist. _____

Incomplete submissions will be returned to the Department until all requirements are met.
(Summary to be printed on blue paper)

Department Name _____

Department Project # _____

New Contract ☐

CR # _____

Date: _____

Contractor/Consultant

Name: _____

Address: _____

City, State, Zip: _____

Remittance Address: _____

City, State, Zip: _____

Summary of Services

--

Amount: _____

Budget Code: _____

Maximum Amount: _____

Beginning Date: _____

Expiration Date: _____

Open-Ended: ☐
☐ Quotes (per Purchasing Policy to be kept on file in Dept.) ☐ Insurance Certificate (as per contract)

☐ City Business Registration ☐ If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: _____

Funds are available in the appropriate budget account

Accountant

Signature _____

Date _____

Department Head

Signature _____

Date _____

Other

Signature _____

Date _____

Other

Signature _____

Date _____

Distribution List

Contractor E-mail:	Contract Accounting
Dept. Contact E-mail:	Taxes and Licenses

MINOR CONTRACT SUMMARY FORM INSTRUCTIONS

FORM FIELD	INSTRUCTIONS
OPR #	If new contract, leave blank to be completed later by City Clerk. If an extension, assignment, change order, etc. to an existing contract, enter the current contract number.
Cross Ref	OPR # of previous contract for renewal, resolution #, etc.
Destruct Date	To be completed by City Clerk
Clerk's Dist.	To be completed by City Clerk
Department Name	Submitting department name (not budget number)
Department Project #	Project number, work order number, etc.
New Contract	Check box if new contract
CR#	New contract requisition number encumbering current funds
Date	Date minor contract summary created
Contract/Consultant Information	
Name	Name of Contractor/Consultant
Address	Address of Contractor/Consultant
City, State, Zip	City/State/Zip Code of Contractor/Consultant
Remittance Address	Remittance Address if different
City, State, Zip	City/State/Zip Code if different
Summary of Services	Brief summary of services to be provided
Amount	Total amount of the contract or if this a multi-year contract the yearly encumbrance can be shown on separate lines along with the year, such as: 2013 \$5000 2014 \$5000
Budget Code	Budget codes used for encumbering current funds. If more than one budget code, make sure that the dollar amount lines up on the minor contract summary with the appropriate budget line.
Maximum Amount	If an hourly rate or unit price contract, enter the not to exceed amount.
Beginning Date	Beginning date of contract
Expiration Date	Ending date of contract
Open-Ended	Check box if no expiration date
Bids/Quotes	Check box to indicate compliance with City quote policy. Quote/sole source justification/emergency justification documents are to be kept on file in the department.
Business Registration	Check box – Make sure to attach business registration to contract. If no current registration, contact Contractor/Consultant.
Insurance Certificate	Check box – Make sure to attach insurance certificate to contract. If no certificate, contact firm unless contract does not require certificate.
If Public Works Contract, Contractor has been notified of State Law Requirements	Check box to indicate that the Contractor has been notified of State Law requirements.
Requestor/Verifier/Contact	Signature of person verifying that above information is correct and that all documentation has been completed.
Accountant	Signature/Date (verifying sufficient funds are available)
Department Head	Signature/Date
Other Signatures	Signature/Date (if applicable). This can be the division director, other department heads or any other applicable signatures.
Distribution List	
Contractor E-mail	E-mail address of Contractor/Consultant
Dept. Contact	E-mail address of person to receive final copy of documents. Use first initial and last name for City employees.
Contract Accounting	
Taxes & Licenses	
Blank Boxes	Additional departments, persons to receive final copy of documents

**CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE**

ADMIN 1100-12-02 / LGL 2008-0010

**EFFECTIVE DATE: March 6, 2008
REVISION EFFECTIVE DATE: January 2, 2013**

TITLE: SNOW AND ICE CONTROL

1.0 GENERAL

1.1 With winter comes snowstorms, and the City of Spokane has developed a Snow and Ice Control Plan to keep streets safe and accessible during periods of ice and snow. The goal is to provide snow and ice control services on all major City streets, improving safety for the traveling public, ensuring that emergency responders can reach citizens and keeping persons and commerce moving through the community.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City divisions and departments.

3.0 REFERENCES

RCW 35.22.280

4.0 DEFINITIONS

None

5.0 POLICY

5.1 Snow and Ice Control Plan

- 5.1.1 The Street Department, on an annual basis, shall develop the City's Snow and Ice Control Plan.
- 5.1.2 The plan shall be approved by the City Administrator and filed with the Office of the City Clerk.

5.2 Activation of the Snow and Ice Control Plan.

- 5.2.1 Whenever there is a danger of icy conditions on the roadways of the City, the Street Maintenance Section of the Street Department will activate the Snow and Ice Control Plan. The Section will monitor the street conditions and will respond in accordance with the procedures outlined in the plan.
- 5.2.2 The decision to respond and what the response will be shall be vested with the City administration and shall normally be assigned to the Director of the Business and Developer Services, the Street Department Director, or the Operations Engineer of the Street Department.
- 5.2.3 When weather conditions warrant the necessity to limit parking, the City Administrator or his/her designee shall be authorized to declare a Snow Event. A declaration of a Snow Event is necessary to allow for the removal of vehicles from streets to be plowed.

5.3 Snow Plowing Operations.

- 5.3.1 Snow plowing operations will be initiated in the following manner unless it is readily apparent that changing weather conditions will not warrant plowing.
- 5.3.2 Major Arterial Streets.
 - a. The City will plow major arterial streets with an Average Daily Traffic (ADT) count of fifteen thousand (15,000) or more and critical arterial hills when the snow depth exceeds one (1) inch.
 - b. A liquid or dry deicer will be spread onto these roadways following the plowing when weather conditions permit. Sanding material will only be used when the roadways cannot be kept in a safe and operational condition using the above methods. When sanding materials are used, they will be swept up as soon as weather conditions permit regardless of the time of year.
 - c. When the Spokane Regional Clean Air Agency declares a stagnant air alert, all sweeping operations will stop and the fifteen thousand (15,000) ADT arterials will be treated as necessary with a dust palliative.

5.4 Stage 1 Snow Event.

- 5.4.1 A Stage 1 Snow Event will be declared when there is two (2) inches of snow on the ground and four (4) inches or more are anticipated during the current snow event.
- 5.4.2 City Responsibilities.
 - a. The City will notify citizens of the snow event.
 - b. The City will remove snow from all arterials, STA fixed bus routes, hospital districts, and outlying access routes.
 - c. Neighborhood Business Centers (NBCs) will be plowed to the curb.
 - d. The Central Business District (CBD) is part of Stage 1 efforts. Use of chemical de-icer is preferred for snow removal in the CBD. When these efforts are not effective because of temperature or amount of snow, the snow will be bermed to the center of the streets. If weather persists for an extended period of time and natural melting of the berm is not attained in a reasonable timeframe, loading and hauling of the snow may be undertaken.
 - e. The City will plow residential hill routes.
 - f. The City will clear sidewalks around priority City-owned property within twenty-four (24) hours of a snow event.
- 5.4.3 Citizen Responsibilities.
 - a. Citizens shall move parked cars off all arterials and STA fixed bus routes within six (6) hours.
 - b. Citizens shall move parked cars in residential hill routes to one side of the street within twelve (12) hours. (Even side of the street during even snow seasons – e.g., 2012-2013; odd side of the street during odd seasons – e.g., 2013-2014)
 - c. Citizens shall clear sidewalks of snow within twenty-four (24) hours.

5.5 Stage 2 Snow Event.

- 5.5.1 A Stage 2 Snow Event will be declared when there is six (6) inches of snow on the ground with more anticipated during the current snow event. Snow removal efforts will expand to the City's residential streets, including residential hills.
- 5.5.2 City Responsibilities.
 - a. The City shall notify citizens of changing snow event.
 - b. All routes will be plowed during a Stage 2 Snow Event.

- i. The City is divided into eighteen (18) residential plow routes, including five (5) hill routes and Browne's Addition.
- ii. A full plowing of the City takes approximately four (4) days, depending on snow depth, moisture content, equipment availability and weather conditions.
- c. The City shall clear sidewalks around City-owned properties.
- d. The City shall be ready to implement the "Snow Corridor Plan" if weather conditions severely restrict the City's ability to keep up with snowfall.

5.5.3 Citizen Responsibilities.

- a. Citizens shall keep parked cars off of all arterials and STA Fixed Bus Routes.
- b. Citizens shall move vehicles out of downtown street parking spaces between 2:00 a.m. and 6:00 a.m.
- c. Citizens shall move parked cars in residential areas to one side of the street within twelve (12) hours. (Even side of the street during even snow seasons – e.g., 2012-2013; odd side of the street during odd seasons – e.g., 2013-2014)
- d. Citizens shall clear sidewalks of snow within twenty-four (24) hours.
- e. Citizens shall clear snow off of vehicles that are parked along the street.
- f. Citizens shall clear snow from around curb ramps, fire hydrants, storm drains and mail boxes.

5.6 Snow Plowing Routes.

5.6.1 Snow plowing routes will be established on the basis of the following priority list:

- a. Major arterial streets with a (ADT) count of fifteen thousand (15,000) or more and critical arterial hills.
- b. Major Arterial Routes.
- c. Secondary Arterials and STA Fixed Bus Routes.
- d. Hospital Districts.
- e. Residential Hill Routes.
- f. Improved and unimproved residential streets.

5.7 Snow and Ice control measures will not be used on alleys at any time.

5.8 Plowing of Residential Streets.

5.8.1 Plowing of residential streets shall be accomplished in the following manner.

- a. The City is divided into residential plow routes using natural terrain features and major streets as boundaries.
- b. Those routes that are made up of hilly streets shall be given priority over other routes.
- c. Crews shall plow all of the streets in an assigned route before moving to another route.
- d. Residents shall be advised which routes are to be plowed during each work shift.
- e. With proper notification, during a Stage 2 Snow Event, the City is authorized to ticket and tow vehicles that are parked on the streets to be plowed.

5.9 The streets will be plowed with the snow being plowed to within one (1) foot of the curb on arterial streets and STA Fixed Bus Routes even though in many cases the sidewalks will be covered. Driveways may be filled with substantial berms of snow that shall become the property owner or resident's responsibility to clear.

- 5.10 Chemical deicer treatment to clear snow in congested areas such as the Central Business District (CBD) shall be started as soon as snow falls and shall continue as long as appropriate. If temperatures are too low to facilitate melting, the snow will be plowed to a center berm (where appropriate). If weather persists for an extended period of time and natural melting of the snow berm is not attainable in a reasonable timeframe; loading and hauling of the snow berm may be performed.

6.0 PROCEDURE

6.1 Basic Procedures for Incoming Snow Storm.

- 6.1.1 Snow removal is considered an emergency situation.
- 6.1.2 All employees of the Street, Water & Hydroelectric Services, and Wastewater Management Departments are subject to call for snow control duties.
- 6.1.3 As part of the employees' collective bargaining agreement, personnel not normally involved in maintenance activities are called for snow control activities first, based on volunteering and second, on order of seniority with least senior persons called first.
- 6.1.4 Scheduled vacation and regular days off are subject to cancellation.
- 6.1.5 The City's weather service will notify the City Snow Control Center, 625-7733, four (4) hours in advance of anticipated snowfall of one (1) inch or greater. During this four (4) hour period, final preparation will be made for the upcoming snow event. If two (2) or more inches of snow are predicted, preparations will be made for a Stage 1 Snow Event and then a Stage 2 Snow Event if it is predicted that the storm will eventually exceed six (6) inches.
- 6.1.6 Anytime additional weather updates are needed, the City's weather service will be called.
- 6.1.7 If snowfall begins, and advanced warnings from the Weather Bureau have not been received, the City's weather service will be called so that a proper evaluation of necessary actions can be made. However, all de-icer units will always be dispatched to their normal routes and stay in service until the situation has stabilized.
- 6.1.8 Plow operators follow two (2) route manuals:
 - a. Arterial and Fixed STA Bus Routes Manual.
 - b. Residential Street Routes Manual.

6.2 Priority Routing.

- 6.2.1 Route assignments pertaining to the order, which routes are sanded/deiced and/or plowed, have been established based on the priority listings stated in this policy. The routings developed for different conditions reflect crew sizes and desired equipment.
- 6.2.2 Stage 1 Snow Event Routing.
Routing to be used under a "Stage 1 Snow Event" is found in the Arterial and Fixed STA Bus Route Manual.
- 6.2.3 State 2 Snow Event Routing.
Routing to be used for a "Stage 2 Snow Event" is found in the Arterial and Fixed STA Bus Routes and the Residential Street Routes Manuals.

7.0 RESPONSIBILITIES

The Street Department shall administer this policy.

8.0 APPENDICES

City of Spokane Residential Snow Plan Route Map

APPROVED BY:

Barbara Burns
Assistant City Attorney

December 5, 2012

Mark Serbousek
Director - Street Department

December 17, 2012

Jan Quintrall
Director - Business and Developer Services

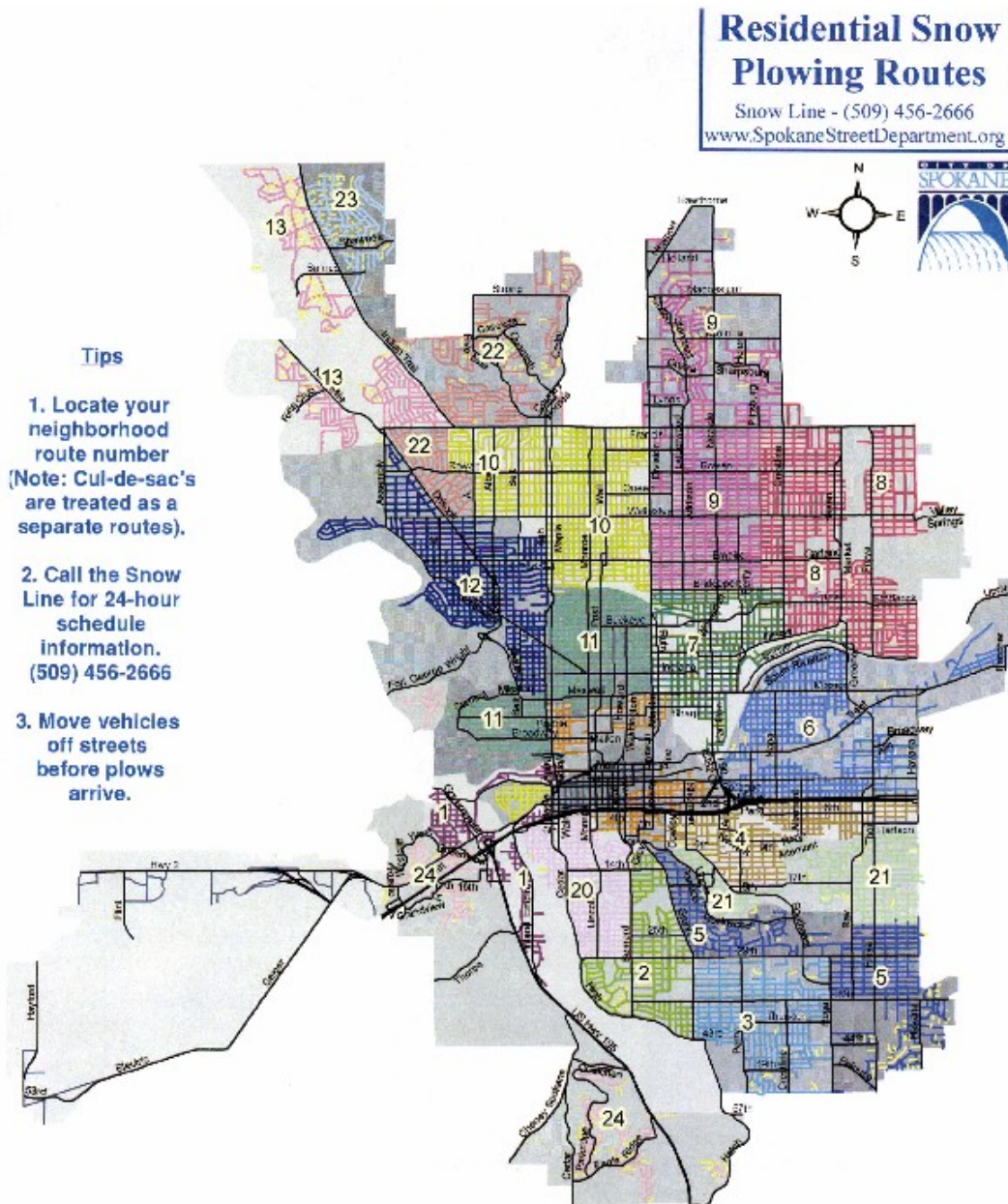
December 6, 2012

Theresa Sanders
City Administrator

December 18, 2012

APPENDICES

CITY OF SPOKANE RESIDENTIAL SNOW PLAN ROUTE MAP



*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.*

**CITY OF SPOKANE
ADMINISTRATIVE POLICY AND PROCEDURE**

ADMIN 5600-13-03 / LGL 2004-0020

**EFFECTIVE DATE: January 1, 2005
REVISION EFFECTIVE DATE: January 1, 2013**

**TITLE: PURCHASES OF GOODS AND SERVICES
UNDER THE PUBLIC BID DOLLAR THRESHOLDS**

1.0 GENERAL

1.1 This document sets forth the City's policy and procedure for obtaining quotes for purchases of goods, personal services, architectural and engineering services, public works and service/repairs under the public bid dollar thresholds.

1.2 TABLE OF CONTENTS

- 1.0 GENERAL
- 2.0 DEPARTMENTS/DIVISIONS AFFECTED
- 3.0 REFERENCES
- 4.0 DEFINITIONS
- 5.0 POLICY
- 6.0 PROCEDURE
- 7.0 RESPONSIBILITIES
- 8.0 APPENDICES

2.0 DEPARTMENTS/DIVISIONS AFFECTED

This policy shall apply to all City departments and divisions except the Library and Parks and Recreation departments.

3.0 REFERENCES

Resolution 04-131

4.0 DEFINITIONS

Not Applicable

5.0 POLICY

5.1 It is the policy of the City of Spokane to provide for the fair and equitable treatment of persons who deal with the City procurement system; to maximize economy in procurement activities; and to foster effective broad-based competition in the purchase of goods, the acquisition of services and the performance of public works.

6.0 PROCEDURE

See Appendices

7.0 RESPONSIBILITIES

The Accounting Department is responsible for administering this policy.

8.0 APPENDICES

City of Spokane Purchasing Procedures

APPROVED BY:

Barbara Burns
Assistant City Attorney

November 28, 2012

Pam Dolan
Director – Accounting

December 5, 2012

Theresa Sanders
City Administrator

December 12, 2012

**APPENDICES
CITY OF SPOKANE
PURCHASING PROCEDURES**

Effective January 1, 2013

1.0 GENERAL

1.1 PURPOSE

This document establishes procedures for use by City staff in the purchase of goods, acquisition of services and performance of public works, the cost of which is under the public bid limits.

This document does not create any enforceable rights or causes of actions in third parties.

1.2 GOALS

The City's contracting and purchasing goals include:

- Maximizing the quality and integrity of the City's purchasing system;
- Maximizing the purchasing value of City funds;
- Providing a uniform City-wide purchasing system to the extent practical and feasible; and,
- Assuring fair and equitable treatment of individuals/firms who deal with the City's purchasing system.

1.3 SCOPE

These procedures apply to the lease and purchase of goods; the acquisition of personal services, including architectural and engineering design services, and public works projects. The procedures do not apply to the sale or lease of real property.

1.4 CONTROLLING LAWS

All procurements shall comply with appropriate federal, state, and local laws and regulations. To the extent that any federal or state laws, regulations, grants, or funding requirements vary from these procedures, they should be followed. Contact the City Attorney's Office regarding questions of potential conflicts.

1.5 PROPER AUTHORIZATION

Only authorized individuals, pre-approved in writing by the department head may obligate the City to acquire goods and services. Individuals making procurements on behalf of the City without proper authorization shall be personally liable to the vendor and the City, and shall be subject to disciplinary action up to and including discharge.

Authorized individuals will be required to pass a complete background check, to include criminal history and credit check, if requested by the City. Employees will be required to sign an authorization agreement prior to being allowed to make procurements.

There are several categories of procurements that need special authorizations:

- electronic data processing hardware, software and systems – approval by Management Information Services (except Police and Fire)
- telecommunication systems – approval by Management Information Services or Fleet Services Radio Shop, as appropriate
- vehicles – approval by Fleet Services (except Parks and Fire)
- furniture – approval by Purchasing

2.0 ETHICAL CONDUCT

Employees making procurements for the City shall conduct themselves in an ethical manner as follows:

- They will regard public service as a sacred trust and give primary consideration to the interests of the public agency that employs them.
- They will behave with impartiality, fairness, openness, integrity, and professionalism in their dealings with suppliers.
- They will excuse themselves from participation in any situation where a conflict of interest may be involved.
- They will at no time or under any circumstances accept, directly or indirectly, gifts, gratuities, or other things of value from suppliers which might influence or appear to influence purchasing decisions.
- They will not seek or dispense personal favors that are in conflict with their professional responsibility.
- They will strive to obtain the maximum ultimate value of each dollar of expenditure.
- They will demand honesty in sales representation whether through verbal or written statement, advertisement, or sample of product.
- They will make every reasonable effort to negotiate a fair and mutually agreeable settlement of any conflicts with suppliers.
- They will follow the policies and procedures of the City of Spokane, using reasonable care and granted authority.

3.0 PURCHASING GUIDANCE

3.1 ANTICIPATED COST

The anticipated annual need (any twelve month period) for a particular good, service or public work should be used to determine the appropriate quote process or whether or not the procurement should be publicly bid. Closely related goods will be considered as one purchase on an annual basis when determining which process applies.

3.2 TOTAL COST AND QUANTITY

The total cost and quantity of goods, services or public works, including any applicable taxes, freight, or set-up charges, shall be considered when determining the appropriate purchasing process or public bid requirements.

Example:

If one pump is to be purchased now at an estimated cost including sales tax and delivery of \$8,959, but a total of three pumps are expected to be purchased during the year at an aggregate cost of \$26,877 (\$8,959.00 times three), then the procurement of the first pump falls within the "\$20,000 - Bid Limits" category.

3.3 MULTI-PHASE PROGRAMS

If the total overall objective of any specific program over a 12 month period of time is to be completed in phases, the total accumulated cost for all phases will be considered when determining the appropriate purchasing process.

Example:

A golf course is fertilized three times a year, and the material cost for each fertilizing is \$9,000 (including tax and freight). The three-phase program then has a total material cost of \$27,000, and should be handled as a purchase within the "\$20,000 - Bid Limits" category. Delivery times may be established for each phase.

3.4 MULTI-DEPARTMENT REQUIREMENTS

To the extent practical, the requirements of separate departments and divisions for the same goods or services will be considered together when determining the appropriate purchasing process.

Example:

All City departments require miscellaneous paper products such as toilet paper, hand towels, garbage can liners, etc. Each department should provide an estimate of its needs to the Purchasing Division so it can aggregate the requirements to obtain the best price/delivery from vendors.

3.5 TRADE-INS

The value of a trade-in will not be included when determining the appropriate quote process. However, the trade-in price may be considered when determining the most favorable quote after quotes have been solicited.

4.0 PROCUREMENT GUIDELINES**4.1 AWARD OF PURCHASE ORDER / CONTRACT**

When purchases and contracts are obtained by competitive quotes, the purchases and contracts shall be awarded to the firm / individual submitting the most favorable quote that meets the requirements and criteria set forth in the request for quotes. The most favorable quote is normally the lowest responsive quote by a responsible firm.

Submitted quotes must substantially comply with the City's procedures or quote specifications to be considered as "responsive". Whether or not a quote is responsive is to be decided on a case-by-case basis given the individual facts of each quote. The test of whether a quote has a material irregularity is whether or not it gives a vendor a substantial advantage or benefit not enjoyed by other vendors submitting quotes. There is much more flexibility in dealing with the issue of responsiveness with quotes than with formal sealed bids. Questions should be directed to the City Attorney's Office.

When determining whether a quote is most favorable and a firm / individual is "responsible", the following factors are to be considered:

- price, including the cost of the good over its expected life if so indicated in the request for quotes
- conformity of the goods, public work and/or services quoted with the request for quotes
- ability, capacity and skill of the firm / individual to provide the good or perform the contract
- character, integrity, reputation, judgment, experience, and efficiency of the firm / individual
- whether the firm / individual can perform the contract within the time specified
- quality of performance on previous contracts
- previous and existing compliance by the firm / individual with laws relating to the contract
- servicing resources, capability and capacity
- lack of uniformity or interchangeability, if such factors are important
- energy efficiency of the good over its expected life
- any other information that may have a bearing of the decision to award the contract

In addition, for public works contracts, the firm / individual must be registered as a licensed contractor with the State of Washington.

4.2 CANCELLATION

The City may cancel a Request for Quotes / Proposals, or reject any and all quotes / proposals in whole or in part, at its sole discretion and option before the actual order is made or contract signed.

4.3 QUOTE SPECIFICATIONS

The specifications in the Request for Quotes should clearly and accurately describe the technical requirements for the good or service to be purchased. The specifications should not contain features that unduly restrict competition. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used. It is the responsibility of the vendor to demonstrate to the City's satisfaction that its product is "equal" to that specified. Requests for approval of substitutions must be made with sufficient time to allow the City to adequately review the substitution request, including time for vendors to respond to questions and requests for additional information or clarification. The City has no obligation to accept proposed substitutions or hire outside experts to evaluate proposed substitutions. Acceptance of a substitute product proposed as an "equal" to that specified will be made in writing and, if made prior to award, other firms / individuals will be notified if practical and convenient.

4.4 PUBLIC WORKS QUOTES

Employees should use the standardized public works Request for Quotes form when soliciting quotes for public works (e.g., building construction or repair). Public works contractors are required to pay prevailing wages to their employees. It is important to make sure the correct wage rates are included in the request for quotes as the rates change on a periodic basis. Public works contracts also have special performance bonding and payment retainage requirements. Questions regarding how to use the standardized public works Request for Quotes form should be directed to the City Attorney's Office.

4.5 PURCHASING CREDIT CARDS

Most departments have a purchasing credit card that can be used to acquire small, low-cost items for which a purchase order is either impractical or not available. Only specific employees in each department are authorized to use the cards. Use of purchasing credit cards shall be in accordance with City Policy ADMIN 0040-12-01.

4.6 PETTY CASH

The purchase of small incidental items may be made using petty cash in accordance with the City's Cash Management Policy & Procedures Manual.

5.0 EMERGENCIES

"Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken. Competitive quotes / proposals are usually not required when an emergency exists. However, in making emergency purchases, an effort shall be made to include as much competition that is practical under the circumstances.

The department shall document the facts that constitute the emergency and specify the necessary procurement and its costs. The documentation shall be kept on file in the department.

If the cost of the emergency procurement is greater than the appropriate procurement threshold for department action, contact immediately the Purchasing Division or City Attorney's Office as appropriate.

6.0 SOLE SOURCE OR PROPRIETARY PROCUREMENTS

"Sole sources" are purchases, public works and services that are clearly and legitimately limited to a single source of supply; or involve special facilities or market conditions.

Occasions may arise when competition among potential vendors is not possible for a particular procurement. The department shall document the facts that constitute the sole source, specify the necessary procurement and its costs on the special form provided by the Purchasing Division. The documentation shall be kept on file in the department.

If the cost of the sole source procurement is greater than the appropriate procurement threshold for department action, contact immediately the Purchasing Division or City Attorney's Office as appropriate.

7.0 PURCHASES OF GOODS

7.1 GENERAL

"Purchasing" means the purchasing, lease-purchasing, leasing, or other acquisition or disposition of any goods. "Goods" means all things which are movable at the time of being identified in the purchase order / contract.

Examples of purchased goods include leases of equipment and the buying of vehicles.

The public bid limit for purchases is adjusted each January based on the average of the previous July national CPI-W and CPI-U Consumer Price Indices. The public bid limit for purchases in the year 2013 is \$46,500 within a 12-month period. Purchases above this amount are to be procured through a formal written public bid process through the Purchasing Division. Purchases below this amount shall follow these quote procedures.

7.2 PROCUREMENT PROCESS

PURCHASES OF GOODS		
DOLLAR THRESHOLD	COMPETITIVE PROCESS	MAJOR ACTIVITIES
\$1 – \$750	Not Required	<ul style="list-style-type: none"> Seeking competition is recommended, but not required for this dollar range. Award is based on buyer experience and knowledge of the market in achieving maximum quality at minimum cost.
\$751 - \$20,000	3 Informal Quotes (Using Department)	<ul style="list-style-type: none"> Informal quotes shall be obtained by telephone, fax, email or internet (if phone, document conversation). Contact at least three vendors. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City's vendor registration list. Vendors located within the City should be considered. Be sure that technical information defines acceptable quality. Insure vendors are quoting on equal and comparable items, etc. Provide all vendors the same information.
\$20,001 – Bid Limits	3 Written Quotes (Purchasing Division only)	<ul style="list-style-type: none"> Prepare written document/letter including at a minimum: description and quantity of goods required and desired delivery. Contact at least three vendors. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City's vendor registration list. Vendors located within the City should be considered. Be sure that technical information defines acceptable quality. Insure vendors are quoting on equal and comparable items, etc. Provide all vendors the same information. Vendors shall submit formal written responses.

7.3 PURCHASE REQUISITION PROCESS

The purchase requisition in FMSII is the first procedural step for the purchase of goods over \$20,000.00. The purchase requisition will be entered into FMSII by the requesting department and routed to the Purchasing Division for processing.

7.4 DEPARTMENT ORDER PROCESS

If the purchase is from \$751.00 to \$20,000, the first step is to obtain quotes following the procedure in section 7.2 above. After receiving the quotes, a department purchase order (DO) will be entered in FMSII to be approved by the department head or designee. After the department purchase order has been approved, the department purchase order number shall be given to the vendor when the order is placed by the department. The vendor shall put the department purchase order number on all invoices pertaining to that order. When the department is placing the order with the vendor, it needs to make sure that the estimated quote amount includes freight/shipping and that the "bill-to" address is correct so the invoice is mailed directly to the department. When entering the department purchase order into the FMSII system, it is the department's responsibility to choose the correct vendor and make sure the department purchase order represents a "complete" picture of the purchase. The department purchase order must be approved by the department head or designee for the submitting department. If the department purchase order is \$5,000.00 or more or if the vendor requires a written purchase order, an "Official" Purchase Order" shall be printed (using the instructions in the FMSII Manual) and sent to the vendor after being signed by the Purchasing Division. After the product has been received in the department, a receiver document will need to be entered into FMSII and the invoice sent to the Accounting Department for payment.

8.0 PERSONAL SERVICES

8.1 GENERAL

“Personal service” means the furnishing of labor, time, or effort by a person as an independent contractor, not involving the delivery of a specific end product. It includes professional or technical consultants hired to accomplish a specific study or project task, and services provided to accomplish routine, continuing and necessary functions.

Examples of personal services include speakers, accounting, appraisals, and security services. Architectural, engineering, and surveying services are covered in section 9.0.

Building maintenance service contracts (e.g., window washing, janitorial, etc.) require the payment of state prevailing wages to the employees. They do not require a performance bond or payment retainage.

The public bid limit for personal services is adjusted each January based on the average of the previous July national CPI-W and CPI-U Consumer Price Indices. The public bid limit for personal services effective January 1, 2013 for 2013 is \$46,500 within a 12-month period.

Personal services greater than annual bid limit are to be procured through a formal written public bid or proposal process through the Purchasing Division. Personal services below this amount shall follow these quote procedures.

8.2 PROCUREMENT PROCESS

PERSONAL SERVICES		
DOLLAR THRESHOLD	COMPETITIVE PROCESS	MAJOR ACTIVITIES
\$1 –\$10,000	Not Required	<ul style="list-style-type: none"> Seeking competition is recommended, but not required for this dollar range. Award is based on buyer experience and knowledge of the market in achieving maximum quality at minimum cost.
\$10,001 – Bid Limits	3 Written Quotes or Proposals (Using Department)	<ul style="list-style-type: none"> Prepare written document/letter including at a minimum: description of services required, project schedule, request for individual/ firm’s qualifications, request for costs or fees, and due date for responses. Contact at least three individuals/firms. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City’s vendor registration list. Individuals/firms located within the City should be considered. Insure individuals/firms are quoting on equal and comparable information. Individuals/firms shall submit formal written responses.

8.3 CONTRACT PROCESS.

Refer to the City Policy ADMIN 0500-12-01 “Minor Contract Authorization” to determine the appropriate process to follow for contract preparation and execution. Personal service contracts up to \$3,000 may be paid for by direct voucher without a written contract. Contracts over the minor contract dollar authorization threshold require city council approval before becoming effective.

9.0 ARCHITECTURAL, ENGINEERING AND SURVEYING SERVICES

9.1 GENERAL

Professional architectural, engineering and surveying services for which the estimated fee for the project is \$50,000 or less may be selected from either the annual pre-advertised list or by a Request for Qualifications / Proposals for the specific project. The pre-advertised list is maintained by the Purchasing Division.

Professional architectural, engineering and surveying services for which the estimated fee will be more than \$50,000 for the project are to be procured by a Request for Qualifications / Proposals process (RFQ/P). Professional services below this amount shall follow these procedures.

9.2 ANNUAL PRE-ADVERTISED LIST

The using department may review the submitted statements of qualifications and performance data on file in the Purchasing Division. The department shall then conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. Selection of the most highly qualified firm shall be based on established criteria to provide the services required for the proposed project.

The department shall negotiate a contract with the selected firm at a fair and reasonable price. The department shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the services to be provided in determining what is a fair and reasonable price. If the department is unable to negotiate a satisfactory contract with the selected firm, it shall terminate negotiations in writing, select another firm and continue the process until an agreement is reached or the process is terminated.

9.3 REQUEST FOR QUALIFICATIONS / PROPOSALS

The project's requirements may be published in any form of media reasonably likely to attract sufficient numbers of potential proposers. The announcement should state the general scope and nature of the project or work for which the services are required and the contact information of a City representative who can provide further details. The using department shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services. Selection of the most qualified firm shall be based on established criteria to provide the services required for the proposed project.

The department shall negotiate a contract with the selected firm at a fair and reasonable price. The department shall take into account the estimated value of the services to be rendered as well as the scope, complexity, and professional nature of the services to be provided in determining what is a fair and reasonable price. If the department is unable to negotiate a satisfactory contract with the selected firm, it shall terminate negotiations in writing, select another firm and continue the process until an agreement is reached or the process is terminated.

9.4 CONTRACT PROCESS

Refer to the City Policy ADMIN 0500-10-01 "Minor Contract Authorization" to determine the appropriate process to follow for contract preparation and execution. Architect, engineer and surveyor contracts up to \$3,000 may be paid for by direct voucher without a written contract. Contracts over the minor contract dollar authorization threshold require city council approval before becoming effective.

10.0 PUBLIC WORKS

10.1 GENERAL

"Public work" is all work, construction, alteration, repair, improvement or demolitions to public property performed at the cost of the City. Contractors on all public works, regardless of cost, are required to pay their employees state prevailing wages. Federal wage rates are applicable to public work contracts of \$2,000 or more with federal funding. The City monitors compliance with prevailing wages on its public works contracts of more than \$5,000 for state or local funded contracts and \$2,000 or more for federally funded contracts. Public works contracts require a 100% performance bond and 5% payment retainage. However, on contracts of \$35,000 or less, the contractor may opt for a 50% payment retainage in lieu of the performance bond.

"Public work maintenance" is defined as work done by contract to keep existing facilities in good usable, operation condition. Public work maintenance contracts require the payment of state prevailing wages to the contractor's employees. They do not require a performance bond or payment retainage. The City monitors compliance with prevailing wages on its public work maintenance contracts of more than \$5,000. Examples of public work maintenance include HVAC maintenance, pavement sealing, etc.

Questions regarding public work contracts and public work maintenance contracts should be directed to the City Attorney's Office.

Public work or public work maintenance greater than the appropriate public bid limits are to be procured through a formal written public bid process. Public work or public work maintenance less than the bid amounts shall follow these quote procedures.

The City recently adopted the small works roster and limited public works process which may be used as an alternative to the public bid and these quote procedures in certain instances. Questions should be directed to the Purchasing Division. See City Policy ADMIN 0040-11-09.

10.2 PROCUREMENT PROCESS

PUBLIC WORKS		
DOLLAR THRESHOLD	COMPETITIVE PROCESS	MAJOR ACTIVITIES
\$1 – \$10,000	Not Required	<ul style="list-style-type: none"> Seeking competition is recommended, but not required for this dollar range. Award is based on buyer experience and knowledge of the market in achieving maximum quality at minimum cost.
<u>Public Works & Public Work Maintenance</u> \$10,001 - \$25,000 (single craft/trade) \$10,001 - \$40,000 (multiple craft/trade)	3 Informal Quotes (Using Department)	<ul style="list-style-type: none"> Informal quotes can be obtained by telephone, fax or email (if phone, document phone conversation). Due to legal requirements for prevailing wages, performance bond and retainage, it is preferred to have a written request for quotes, unless dealing with a contractor who has done business with the City before and who is aware of the legal requirements. Contact a minimum of three contractors. At least two contractors shall be on the City's vendor registration list. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City's vendor registration list. Contractors located within the City should be considered. Insure contractors are quoting on equal and comparable information.
<u>Public Works & Public Work Maintenance:</u> \$25,001 - \$45,000 (single craft/trade) \$40,001 - \$90,000 (multiple craft/trade)	3 Written Quotes (Using Department)	<ul style="list-style-type: none"> Prepare a written request for written quotes, including at a minimum: description of project, public work legal requirements, timetable, etc. Contact a minimum of three contractors. At least two contractors shall be on the City's vendor registration list. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City's vendor registration list. Contractors located within the City should be considered. Insure contractors are quoting on equal and comparable information. Contractors shall submit formal written responses.

10.3 CONTRACT PROCESS

Public work and public work maintenance projects up to \$5,000 in cost (including labor, materials and tax) may be processed on a Service / Repair Order. If the contractor insists on a written contract, the contract will need to be processed in accordance with City procedures.

Public work and public work maintenance projects more than \$5,000 in cost (including labor, materials and tax) shall be processed by a written contract. Once a contractor has been selected to provide public work or public work maintenance services for the City, a request, including a copy of the written quotation from the selected contractor, shall be made to the City Attorney's Office to prepare a written contract. The department shall also submit documentation of its procurement process to the City Attorney's Office before a contract can be prepared. The department shall review the draft contract and if satisfactory, forward it to the person / firm for approval and signature. Contracts at or under the minor contract dollar authorization threshold shall be processed in accordance with the City's Policy ADMIN 0050-12-01. Contracts over the minor contract dollar authorization threshold require city council approval before becoming effective.

11.0 SERVICE / REPAIR ORDERS

11.1 GENERAL

Service / Repair Orders are a form of purchase order and are a means for departments to create an order for one-time (not on-going) repairs and services to equipment and/or facilities. They will have a fixed quantity and a fixed price per unit.

Examples of procurements suitable for a service / repair order include:

- Maintenance service or repair of City equipment / vehicles, on-site or off-site
- Performance of tests, on-site or off-site
- Performance of inspections (e.g., fire extinguishers, alarm systems, equipment)
- Repair to facilities (plumbing, carpentry, etc.) up to \$5,000
- Short term rental of equipment or goods up to \$46,500
- Public works and public works maintenance up to \$5,000

Other than as listed above, service / repair work greater than \$46,500 shall be procured through a formal written public bid or proposal process. Service / repair work less than \$46,500 shall follow these quote procedures.

Repairs to facilities, public works and public work maintenance over \$5,000 shall be procured in accordance with article 10 of this policy.

11.2 PROCUREMENT PROCESS

SERVICE/REPAIR ORDERS OTHER THAN FACILITY REPAIRS, PUBLIC WORKS OR PUBLIC WORK MAINTENANCE		
DOLLAR THRESHOLD	COMPETITIVE PROCESS	MAJOR ACTIVITIES
\$1 – \$2,000	Not Required	<ul style="list-style-type: none"> • Seeking competition is recommended, but not required for this dollar range. • Award is based on buyer experience and knowledge of the market in achieving maximum quality at minimum cost.
\$2,001 - \$10,000	3 Informal Quotes (Using Department)	<ul style="list-style-type: none"> • Informal quotes can be obtained by telephone, fax or email (if phone, document phone conversation). • Contact at least three individuals/firms. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City's vendor registration list. • One of the individuals/firms to be located within City limits. • Describe the services desired and request price, schedule and qualifications to perform work. • Insure individuals/firms are quoting on equal and comparable information.
\$10,001 – Bid Limits	3 Written Quotes (Purchasing Division)	<ul style="list-style-type: none"> • Prepare written document/letter including at a minimum: description of services required, project schedule, request for individual/firm's qualifications, request for costs and due date for responses. • Contact at least three individuals/firms. If three potential sources are not known, record the lack of competition and document that price is fair and reasonable. Endeavor to contact two vendors on the City's vendor registration list. • One of the individuals/firms to be located within City limits. • Insure individuals/firms are quoting on equal and comparable items, etc. • Provide all vendors the same information. • Individuals/firms shall submit formal written responses.

11.3 SERVICE REPAIR ORDER PROCESS

When the need arises for a one-time service or repair, the department will create a Service/Repair Order in the FMSII system. The department will contact the vendor and make arrangements for the service/repair. It is the department's responsibility to give the vendor the service/repair order number and have the vendor put that number on all invoices pertaining to the service/repair. The service/repair order must be approved by the department head or designee for the submitting department. After the invoice has been received for the service/repair a receiver shall be entered into the FMSII system and the invoice sent to the Accounting Department for payment.

12.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS

Pursuant to Chapter 39.34 of the Revised Code of Washington, the City may join with the state or other governmental agencies for the purchase of material, equipment, supplies, or services by entering into written intergovernmental cooperative purchasing agreements that require compliance with each party's applicable procurement laws. If the other agency has different procurement laws than the City, the more restrictive laws will apply to the joint activity.

Contact the Purchasing Division for more information and the list of existing agreements with other governmental agencies.

Information about available State contracts can be found at:

<http://www.ga.wa.gov/Purchase/contracts.htm>

13.0 PROCUREMENT REPORTING

The Purchasing Division shall send a monthly report of all procurements \$5,000 or more to the city administrator, city council, and chief financial officer. The City Attorney's Office shall provide a similar report for contracts.

14.0 VENDOR RELATIONS

14.1 GIFTS/ FINANCIAL INTERESTS

Section 36 of the Spokane City Charter prohibits City employees from having a financial interest in any City contract or transaction. It also prohibits City employees from having solicited or accepted a gift, favor, etc from any person involved in a City contract.

Contact the City Attorney's Office in the case of potential conflicts.

14.2 NEPOTISM

Managers, supervisors, forepersons, and others with authority or practical authority shall not hire or supervise an individual / firm under contract that is a relative.

Contact the City Attorney's Office in the case of potential conflicts.

14.3 SAMPLES

When vendors offer samples for evaluation, they may be accepted under the following conditions:

- The sample is accepted as property of the City.
- The product is one that is a type presently in use or is of potential use to the City.
- Samples of goods not likely to be purchased are not to be accepted.
- The quantity or size of the sample is relatively small and of low value.
- Any chemicals offered as vendor samples shall not be accepted unless accompanied by an OSHA Product Safety Data Sheet.

15.0 CONTRACTING WITH MINORITY AND WOMEN OWNED FIRMS

The City encourages the participation of minority and women owned businesses in its procurements. The City shall not discriminate against, nor give preferential treatment to, minority and women-owned businesses.

16.0 LOCAL BUSINESS ENCOURAGEMENT

The City shall take affirmative steps to ensure that businesses situated within the city limits of Spokane are encouraged to participate in its procurement process to the extent permitted by federal, state and local laws, regulations, grants, and these procedures.

17.0 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 City procurements because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, honorably discharged veteran or military status, age, the presence of any sensory, mental or physical disability or use of a service animal by a person with disabilities.

18.0 MONITORING AND COMPLIANCE

The Finance Division will be responsible for monitoring and evaluating compliance with these procedures. The Accounting Director will first attempt to resolve departures from the procedures with the department director or the employee initiating the procurement. In the event the initial attempt to resolve the problem is unsuccessful, it will be referred to the Chief Financial Officer for further action. Further action could include disciplinary action, up to and including discharge.

19.0 REVISIONS

The mayor may make minor revisions, additions, or deletions to these procedures without city council approval.

Notice for Bids

Paving, Sidewalks, Sewer, etc.

CALL FOR BIDS**FRANCIS AVENUE FROM CRESTLINE STREET TO HAVEN STREET****Engineering Services File No. 2005052**

This project consists of the construction of approximately 6,675 cubic yards of excavation and embankment, 551 linear feet of storm sewer, 13 drainage structures, 1392 linear feet of sidewalk, 15,355 square yards of 8-inch thick HMA pavement, sundry utility adjustments, and other related miscellaneous items.

The City of Spokane Purchasing Department, Fourth floor, City Hall, 808 West Spokane Falls Boulevard, Spokane WA 99201-3316, will receive sealed bids **until 1:00 p.m., January 28, 2013** for the above project located in Spokane, Washington, in accordance with the Contract Documents on file in the office of the Director, Engineering Services Department. The bids will be publicly opened and read at 1:15 p.m. in the City Council Chambers.

Copies of the Contract Documents are available at www.cityofspokaneplans.com. The Planholders list is also available at this website. Additional project information including the Engineer's estimated cost range for the project, bid results (after bid opening), as well as information about other City projects are available by following the appropriate links at the following website: www.spokaneengineering.org/bid-information.

The City of Spokane, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulation, Department of Transportation, subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin, or sex in consideration for an award.

Bids shall be submitted on the forms provided in accordance with the provisions of the Specifications. Irregular bid proposals will be rejected in accordance with the specifications.

A certified check or surety bond in the sum of five percent (5%) of the Total Project Bid must accompany the copy of the bid filed with the City Clerk. Successful bidder shall execute the Contract within TEN (10) calendar days after receiving the Contract. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated herein, the bid proposal deposit shall be forfeited to the City of Spokane.

The City of Spokane will normally award this Contract or reject bids within FORTY FIVE (45) calendar days after the time set for the bid opening. If the lowest responsible Bidder and the City of Spokane agree, this deadline may be extended. If they cannot agree on an extension by the 45-calendar day deadline, the City of Spokane reserves the right to Award the Contract to the next lowest responsible Bidder or reject all Bids.

The City has a new policy regarding addenda. Refer to the Notice to Prospective Bidders Regarding Bid Phase Questions.

Note regarding new specifications: The City of Spokane is using WSDOT's 2012 Standard Specifications. Bidders should allow sufficient time to familiarize themselves with the WSDOT 2012 specifications prior to bidding the project.

Publish: January 9, 16 and 23, 2013

REQUEST FOR QUALIFICATIONS

UNIVERSITY DISTRICT PEDESTRIAN/BIKE BRIDGE CONSULTING ENGINEERING SERVICES

RFQ #3905-13

Engineering Services Department (File #2012119)

Sealed Proposals will be acknowledged at the 1:15 p.m. public bid opening on **MONDAY, FEBRUARY 4, 2013**, in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for UNIVERSITY DISTRICT PEDESTRIAN/BIKE BRIDGE CONSULTING ENGINEERING SERVICES for the Engineering Services Department.

The Request for Qualifications document is available by contacting Connie Wahl, City of Spokane Purchasing, 4th Floor, City Hall, 808 West Spokane Falls Blvd, Spokane WA 99201 at purchasinghelp@spokanecity.org.

REQUEST FOR QUALIFICATIONS (RFQ)

The City of Spokane, Washington is seeking the services of a qualified engineering firm to produce final Plans, Specifications and Estimates (PS&E), and potentially construction management services for the University District Pedestrian/Bike Bridge project. The Consultant will also assist the City of Spokane to obtain required permits. The Consultant may also be required to render technical assistance during the bid process as well as provide construction management services.

The University District Pedestrian/Bike Bridge will cross over the BNSF Railroad Company tracks and the newly constructed Martin Luther King Jr. Way, and provide a connection between the University District's Riverpoint Campus and the area to the south comprised of housing, commercial properties, and regional hospitals.

The type, size, and location (TS&L) of the bridge shall follow the recommendations of the "University Place Pedestrian Overpass TS&L Study". In August of 2012 the "University Place Pedestrian Overpass TS&L Study" was completed. The purpose of the TS&L study was to identify what type of bridge should be constructed, what the spans and general geometry of the bridge needed to be, and where the bridge should be located. The TS&L study included surveying, bridge type and size, project aesthetics, civil and structural engineering, geotechnical exploration, urban planning and design research, definition of permitting requirements, environmental engineering and public involvement to enable the bridge type, size, and location to be determined.

INQUIRIES

The Request for Qualifications Coordinator is the sole point of contact in the City for this procurement. Inquiries and other communications about this Request for Qualifications shall be through the City of Spokane Engineering Services with the RFQ Coordinator. Direct communications with other management or elected officials may be grounds for rejecting a Proposal. The RFQ Coordinator is:

Steve Hansen, P.E.
City of Spokane
Engineering Services
808 W. Spokane Falls Boulevard
Spokane, Wa. 99201-3343
(509) 625-6304
shansen@spokanecity.org

ORGANIZATION OF THE CONSULTANT'S RESPONSE

The Consultant's response to the RFQ shall include as a minimum the following items (Consultant must request a copy of the RFQ for a complete list).

- 1) A Letter of Commitment shall be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Commitment is to include the following information about the Consultant and any proposed subcontractors:
 - a) Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
 - b) Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
 - c) Location of the facility from which the Consultant would operate.
 - d) Identify any current or former City employees employed by or on the firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
 - e) Acknowledgement that the Consultant will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed by the City.

CONSULTANT SELECTION PROCESS

Responses received in reply to this RFQ will be evaluated in accordance with the requirements stated in this solicitation and based on the technical and administrative capabilities of the Consultant in relation to the project goals. A committee of professional engineers and laypersons will review the Consultant Statements of Qualifications according to the following criteria:

- 1) Understanding the qualifications: (15 points)
 - a) The response will be evaluated to assess the Consultant's understanding of the qualifications needed for the work, and issues that should be addressed.
- 2) Technical approach: (25 points)
 - a) The Consultant's response must be based on the review of both the August of 2012 the "University Place Pedestrian Overpass TS&L Study" report, and the Public Works Trust Fund Capital Grant application submitted to the Washington State Department of Commerce.
 - b) The Consultant's qualifications will also be weighed in relation to the Consultant's overall perceived understanding of the project and approach for accomplishing the objectives of the RFQ. This approach should clearly outline any specific data required and the proposed procedures for obtaining, processing, and evaluating the required data.
- 3) Staff Capabilities: (25 points)
 - a) The proposed staffing should demonstrate suitable experience and skills in pedestrian and bicycle bridge design, stormwater, cost estimating, environmental review, and all permitting issues.
- 4) Management Capability: (20 points)
 - a) The Consultant's response will be evaluated to determine the adequacy of management as evidenced by the staffing plan and lines of coordination and authority. Any intended use of Sub-consultants in performance of the work must be documented as to their availability and relationship to the other staff. Letters of commitment are required.
- 5) Time required to complete the work: (15 points)
 - a) The time frame to perform the work under this RFQ shall commence at time of selection and is as follows:
 - (1) The PS&E must be completed by no later than April 30, 2014. The contract will begin no later than March 31, 2013.

SUBMISSION OF PROPOSALS

Consultants shall limit their submittals to 15 pages, plus résumés and commitment letters. By signature on the commitment letter, Proposers certify that they comply with all terms and conditions set out in the Request for Qualifications.

Proposal documents should be submitted to City of Spokane Purchasing **no later than 1:00 p.m. PDT on Monday, February 4, 2013**. Proposals must be sent sufficiently ahead of time to be received by the required date and time. The City of Spokane is not responsible for Proposals delivered late. The City reserves the right to not consider Proposals received late. **Only firm Proposals with signatures will be evaluated.**

Place each copy of the Proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

"SEALED PROPOSAL - IMPORTANT"

"RFQ #3905-12 – UNIVERSITY DISTRICT PEDESTRIAN/BIKE BRIDGE CONSULTING ENGINEERING SERVICES"

"DUE: 2/4/2013 - 1:00 P.M."

YOUR COMPANY NAME

Submit one (1) paper original, three (3) paper copies, and one (1) reproducible digital copy (cd or thumb drive) of the Proposal to:

City of Spokane - Purchasing
4th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane, Washington 99201

NOTE: Proposals will not be accepted by fax or email

The City of Spokane encourages disadvantaged, minority, and women-owned consultant firms to respond.

Persons with disabilities may request this information be prepared and supplied in alternate forms by contacting Ms. Gita George-Hatcher at (509) 625-7083 or through the Washington Relay Service at 7-1-1 or by emailing ggeorge-hatcher@spokanecity.org.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The right is reserved to reject any and all Proposals and to waive any informalities in the bidding. Special attention will be directed to the qualifications of the Proposer when considering this contract.

All response packages are to be clearly marked with: **“RFQ #3905-13, UNIVERSITY DISTRICT PEDESTRIAN/BIKE BRIDGE CONSULTING ENGINEERING SERVICES, DUE 2/4/13”**.

Connie Wahl, C.P.M., CPPB
City of Spokane Purchasing

Publish: January 9 and 16, 2013

Notice for Bids

Supplies, Equipment, Maintenance, etc.

MISCELLANEOUS WATERWORKS PRODUCTS
Water Department

BID #3906-13

Sealed bids will be opened at 1:15 p.m., **TUESDAY, JANUARY 22, 2013** in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for MISCELLANEOUS WATERWORKS PRODUCTS for the City of Spokane Water Department.

Detailed specifications and proposal forms are available from City Purchasing, by contacting Thea Prince at purchasinghelp@spokanecity.org.

Submittal Instructions:

Bid proposal forms may be submitted to the Purchasing Department **until 1:00 p.m. on the date of opening**. Proposals must be sent sufficiently ahead of time to be received by the opening date and time. City of Spokane is not responsible for proposals delivered late.

Submit one (1) original copy of response to:

Division of Purchasing
City of Spokane
4th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201

The right is reserved to reject any and all proposals and to waive any informalities in the bidding. Special attention will be directed to the qualifications of the proposer when considering this contract. **Only firm proposals with signatures will be tabulated.**

Envelopes containing proposals are to be marked: **"MISCELLANEOUS WATERWORKS PRODUCTS, BID 3906-13, DUE 1/22/13"**.

Thea Prince
Purchasing Department

Publish: January 9 and 16, 2013

**VALVE BOXES, SERVICE (CURB) BOXES, REPAIR LIDS &
MANHOLE RINGS & TNR LIDS**
Water Department

BID #3907-13

Sealed bids will be opened at 1:15 p.m., **TUESDAY, JANUARY 22, 2013** in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for VALVE BOXES, SERVICE (CURB) BOXES, REPAIR LIDS & MANHOLE RINGS & TNR LIDS for the City of Spokane Water Department.

Detailed specifications and proposal forms are available from City Purchasing, by contacting Thea Prince at purchasinghelp@spokanecity.org.

Submittal Instructions:

Bid proposal forms may be submitted to the Purchasing Department **until 1:00 p.m. on the date of opening**. Proposals must be sent sufficiently ahead of time to be received by the opening date and time. City of Spokane is not responsible for proposals delivered late.

Submit one (1) original copy of response to:

Division of Purchasing
City of Spokane
4th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201

The right is reserved to reject any and all proposals and to waive any informalities in the bidding. Special attention will be directed to the qualifications of the proposer when considering this contract. **Only firm proposals with signatures will be tabulated.**

Envelopes containing proposals are to be marked: **"VALVE BOXES, SERVICE (CURB) BOXES, REPAIR LIDS & MANHOLE RINGS & TNR LIDS, BID 3907-13, DUE 1/22/13"**.

Thea Prince
Purchasing Department

Publish: January 9 and 16, 2013

LINCOLN HEIGHTS PUMP STATION PUMPS
Water Department

BID #3908-13

Sealed bids will be opened at 1:15 p.m., **TUESDAY, JANUARY 22, 2013** in the Council Chambers, 808 West Spokane Falls Boulevard, Spokane, Washington 99201, for a LINCOLN HEIGHTS PUMP STATION PUMPS for the City of Spokane Water Department.

Detailed specifications and proposal forms are available from City Purchasing, by contacting Thea Prince at purchasinghelp@spokanecity.org.

Submittal Instructions:

Bid proposal forms may be submitted to the Purchasing Division **until 1:00 p.m. on the date of opening**. Proposals must be sent sufficiently ahead of time to be received by the opening date and time. City of Spokane is not responsible for proposals delivered late.

Submit one (1) original and one (1) copy of response to:

Division of Purchasing
City of Spokane
4th Floor – City Hall
808 W. Spokane Falls Blvd.
Spokane WA 99201

The right is reserved to reject any and all proposals and to waive any informalities in the bidding. Special attention will be directed to the qualifications of the proposer when considering this contract. **Only firm proposals with signatures will be tabulated.**

Envelopes containing proposals are to be marked: **“LINCOLN HEIGHTS PUMP STATION PUMPS, BID #3908-13, DUE JANUARY 22, 2013”**

Thea Prince
Purchasing Division

Publish: January 9 and 16, 2013
