

THE CITY OF SPOKANE

CITY COUNCIL

PUBLIC INFRASTRUCTURE, ENVIRONMENT & SUSTAINABILITY COMMITTEE



AGENDA FOR 12:00 P.M. MONDAY, NOVEMBER 17, 2025

The Spokane City Council's Public Infrastructure, Environment & Sustainability Committee meeting will be held at **12:00 PM November 17, 2025**, in City Council Chambers, located on the lower level of City Hall at 808 W. Spokane Falls Blvd. The meeting can also be accessed live at <https://my.spokanecity.org/citycable5/live/> and <https://www.facebook.com/spokanecitycouncil> or by calling 1-408-418-9388 and entering the access code #249 454 64105; meeting password 0320.

The meeting will be conducted in a standing committee format. Because a quorum of the City Council may be present, the standing committee meeting will be conducted as a committee of the whole council. The Public Infrastructure, Environment & Sustainability Committee meeting is regularly held every 3rd Monday of each month at 12:00 p.m. unless otherwise posted.

The meeting will be open to the public both virtually and in person, with the possibility of moving or reconvening into executive session only with members of the City Council and appropriate staff. No legislative action will be taken.

Public testimony will be taken on the committee's agenda. Use the following link to sign up to speak for 2 min on any and all items on this month's agenda:

<https://forms.gle/ppdRDj8FuXoYDkSy8>

AGENDA

I. Call To Order

II. Discussion Items

1. PUBLIC WORKS MONTHLY DIRECTOR'S REPORT FOR NOVEMBER 2025 - MARLENE FEIST (10 minutes)
2. UTILITY TAX & UTILITY RATE ORDINANCES - MARLENE FEIST (5 minutes)
3. MARTIN LUTHER KING JR. FAMILY OUTREACH CENTER AT EAST CENTRAL COMMUNITY CENTER PRESENTATION - SARA CLEMENTS-SAMPSON (20 minutes)
4. 2025 ARTERIAL STREET MAINTENANCE REVIEW - CLINT HARRIS (5 minutes)
5. 2025 BIKE/PEDESTRIAN MAINTENANCE REVIEW - CLINT HARRIS (5 minutes)
6. 2025-2026 WINTER MAINTENANCE REVIEW - CLINT HARRIS (5 minutes)
7. CONTRACT AMENDMENT THORPE TUNNEL ALTERNATIVES - NATE SULYA (5 minutes)
8. RESOLUTION APPROVING 2027 "SAFE STREETS FOR ALL" PROJECTS - ABIGAIL MARTIN (10 minutes)
9. COUNCIL STAFF, BOARD & COMMISSION UPDATES - KITTY KLITZKE (10 minutes)

III. Consent Items

1. ENGINEERING SERVICES FOR THE UPRIVER DAM SPILLWAY GATE REPLACEMENT PROJECT (WATER & HYDROELECTRIC SERVICES)
2. PUBLIC RULE UPDATE TO WATER/WASTEWATER GFC'S (PUBLIC WORKS)
3. AMENDMENT TO OPR 2025-0689 TO INCREASE COST (FLEET SERVICES)
4. PAYMENT PROCESSING SERVICES SPOKANE COUNTY EXTENSION (PUBLIC WORKS)
5. ACCEPT WTSC CERTIFIED OFFICER PHLEBOTOMY PROGRAM GRANT FOR FY25-26 (POLICE)
6. SPECIAL BUDGET ORDINANCE - FY25-26 WTSC PHLEBOTOMY PROGRAM (POLICE)

IV. Public Testimony

V. Executive Session

Executive Session may be held or reconvened during any Public Infrastructure, Environment & Sustainability Committee meeting.

VI. Adjournment

VII. Next Meeting

Next Public Infrastructure, Environment & Sustainability Committee

The next meeting will be held at the regular date and time of **12:00 PM. December 15, 2025.**

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 is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6373, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ddecorde@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Information Only**Date Rec'd**

11/7/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST 509-625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?****Agenda Item Name**

PUBLIC WORKS MONTHLY DIRECTOR'S REPORT FOR NOVEMBER 2025

Agenda Wording

Monthly presentation of highlights and upcoming work from the City of Spokane Public Works Department to keep Council apprised.

Summary (Background)

The Public Works Division serves the community by providing high-quality, environmentally responsible services and infrastructure that protect the public health, maintain public investment and support affordability. This involves providing essential infrastructure like roads, bridges, and water systems, as well as, managing essential service like waste management, garbage and recycling.

What impacts would the proposal have on historically excluded communities?

The Public Works Division services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans.

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

N/A

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

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

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

The Public Works Division work plans and projects are consistent with annual budget strategies to manage costs, support approved projects, and meet levels of service in all areas of Public Works.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			
mfeist@spokanecity.org		caveryt@spokanecity.org	
mmarroquin@spokanecity.org			

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Information Only**Date Rec'd**

11/4/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

COMMUNITY, HOUSING & HUMAN

Bid #**Contact Name/Phone**

SARA 509-507-0611

Requisition #**Contact E-Mail**

SCLEMENTSSAMPSON@SPOKANECIT

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KKLITZKE JBINGLE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?****Agenda Item Name**

MARTIN LUTHER KING JR. FAMILY OUTREACH CENTER AT EAST CENTRAL

Agenda Wording

This will be the opportunity for MLKCC to present to council about their impact in the community and how they are working with the City to establish improved communications, partnership, and contracts.

Summary (Background)

Knowing that community centers play an invaluable role in our community, the city is improving channels for partnership, clarity of impact of services, and ways to support addressing community needs. In the community center one-year contracts, they are to present to council two times. This will be the opportunity for MLKCC to present to council about their impact in the community and how they are working with the City to establish improved communications, partnership, and contracts.

What impacts would the proposal have on historically excluded communities?

This presentation can highlight how MLKCC is addressing the needs of historically excluded communities.

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

This presentation can highlight how MLKCC is addressing the needs of historically excluded communities.

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

Presentations, tours, and financial reports.

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

Community centers' plans can help address the Neighborhood Master Plans for their respective neighborhoods as people utilize various programs within the Center.

Council Subcommittee Review

Their contract states they are to present to Council twice this year.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 250,943	
Current Year Cost		\$ 250,943	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Portion of annual capital projects, routine equipment maintenance and major system upgrades/repairs; limited operational expenses, and minimal consumable janitorial supplies and general facility maintenance.			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		Recurring	
<u>Funding Source Type</u>		Select	
Is this funding source sustainable for future years, months, etc?			
Most funding is coming from outside grants and revenue. The City operations funding is critical to fill gaps not allowed by other funding sources.			
<u>Expense Occurrence</u>		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<u>Distribution List</u>			
		chhscontracts@spokanecity.org	
chhsaccounting@spokanecity.org		sclementssampson@spokanecity.org	
dnorman@spokanecity.org			

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Information Only**Date Rec'd**

11/5/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

STREETS

Bid #**Contact Name/Phone**

CLINT HARRIS 625-7744

Requisition #**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?****Agenda Item Name**

2025 ARTERIAL STREET MAINTENANCE REVIEW

Agenda Wording

Street department review of Arterial Street Maintenance.

Summary (Background)

Street department review of Arterial Street Maintenance.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Funding Source			
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Information Only**Date Rec'd**

11/5/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

STREETS

Bid #**Contact Name/Phone**

CLINT HARRIS 625-7744

Requisition #**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?****Agenda Item Name**

2025 BIKE/PEDESTRIAN MAINTENANCE REVIEW

Agenda Wording

Traffic Calming 2025 Bike/Pedestrian Maintenance Review.

Summary (Background)

Street department review of Bike/Pedestrian Sweepers and maintenance costs for January-October 2025.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Funding Source			
Funding Source Type Select			
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Information Only**Date Rec'd**

11/5/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:****Submitting Dept**

STREETS

Bid #**Contact Name/Phone**

CLINT HARRIS 625-7744

Requisition #**Contact E-Mail**

CEHARRIS@SPOKANECITY.ORG

Agenda Item Type

Information Only - Committee

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?****Agenda Item Name**

2025-2026 WINTER MAINTENANCE REVIEW

Agenda Wording

Street department 2025 Snow Maintenance review.

Summary (Background)

Street department 2025 Snow Maintenance review.

What impacts would the proposal have on historically excluded communities?

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

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

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

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?			
Total Cost		\$	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Amount		Budget Account	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
Funding Source			
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence			
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
Distribution List			

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Consent**Date Rec'd**

11/11/2025

Clerk's File #**Cross Ref #**

OPR 2025-0244

Project #

2024077

Council Meeting Date: 12/08/2025**Submitting Dept**

INTEGRATED CAPITAL

Bid #

RFQU#: 6234-24

Contact Name/Phone

NATE SULYA 509.625.6988

Requisition #

CR 27372

Contact E-Mail

NSULYA@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

CONTRACT AMENDMENT THORPE TUNNEL ALTERNATIVES

Agenda Wording

Amendment to the Consultant Agreement with KPFF Consulting Engineers for Preliminary Engineering and alternative analysis for improvements to the Thorpe Tunnels. This amendment provides for development of one additional tunnel solution concept and cost estimate.

Summary (Background)

The Thorpe Tunnels along Thorpe Rd. west of US 195 at the Fish Lake Trail and at the BNSF railroad corridor are capacity constrained by their width. In April 2025, the City entered into agreement with KPFF for preliminary engineering complete analysis and preliminary design exploring options to improve capacity and traffic operations through the tunnels. The scope of work will include analysis of multiple tunneling or bridge options, coordination with BNSF and other stakeholders, conceptional design and planning level project cost estimating to identify a preferred alternative. This amendment allows for the design of an additional alternative.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

n/a

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

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

n/a

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 261,826.15	
Current Year Cost		\$ 261,826.15	
Subsequent Year(s) Cost		\$ 0	
<u>Narrative</u>			
n/a			
Amount		Budget Account	
Expense	\$ 13,491.19	#	3200-49197-95100-56501-86146
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes – funding comes from traffic impact fees			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
n/a			
Approvals		Additional Approvals	
<u>Dept Head</u>	PICANCO, KEVIN	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
Mark Brower, Mark.Brower@kpff.com		icmaccounting@spokanecity.org	
tax&licenses@spokanecity.org		eraea@spokanecity.org	
kpicanco@spokcanecity.org			



CITY OF SPOKANE
CONTRACT AMENDMENT

**Title: THORPE TUNNELS PRELIMINARY
ENGINEERING SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **KPFF CONSULTING ENGINEERS, INC.**, whose address is 431 West Riverside Avenue, Suite 524, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the parties entered into an Agreement wherein the Consultant agreed to provide Thorpe Tunnel Preliminary Engineering Services; and

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

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

1. CONTRACT DOCUMENTS.

The Contract, dated April 15, 2025, and April 16, 2025, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on December 15, 2025, and shall end December 31, 2026.

3. ADDITIONAL WORK.

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

Development of one Additional Tunnel Solution Concept.

4. COMPENSATION.

The City shall pay an additional amount not to exceed **THIRTEEN THOUSAND FOUR HUNDRED NINETY-ONE AND 19/100 DOLLARS (\$13,491.19)**, plus applicable sales tax, for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

KPFF CONSULTING, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Contract:

Exhibit A - Certification Regarding Debarment

Exhibit B – Consultant’s Exhibit “A” – Fee Schedule and Phase 1 – Alternatives Analysis,
Amendment #1 dated October 17, 2025.

25-234

EXHIBIT A

[Business Lookup](#)**License Information:**[New search](#) [Back to results](#)

Entity name: KPFF, INC.

Business name: KPFF CONSULTING ENGINEERS

Entity type: [Profit Corporation](#)

UBI #: 578-063-612

Business ID: 001

Location ID: 0004

Location: Active

Location address: 421 W RIVERSIDE AVE
STE 524
SPOKANE WA 99201-0402

Mailing address: 1601 5TH AVE
STE 1300
SEATTLE WA 98101-3601

Excise tax and reseller permit status: [Click here](#)

Secretary of State information: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
Spokane General Business				Active	Jul-31-2026	Oct-01-2019

Owners and officers on file with the Department of Revenue

Owners and officers	Title
BLACK, JASON	
GAVAN, JOHN	

Owners and officers**Title**

KALGHATGI, NIKHIL

Registered Trade Names**Registered trade names****Status****First issued**

KPFF CONSULTING ENGINEERS

Active

May-23-2000

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 11/10/2025 3:56:15 PM

Contact us

How are we doing?

Take our survey!

Don't see what you expected?

Check if your browser is supported



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No. Ext): 770.220.7699 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C, No):
INSURED KPFF, Inc. 1601 5th Ave Suite 1600 Seattle WA 98101	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: The Travelers Indemnity Company INSURER C: New Hampshire Insurance Company INSURER D: Allied World Surplus Lines Insurance Co INSURER E: INSURER F:	NAIC # 19445 25658 23841 24319

COVERAGES

CERTIFICATE NUMBER: 648710035

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5268336	4/1/2025	4/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA9775930	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP7X94996725NF	4/1/2025	4/1/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WC072113239 (AOS) WC072113237 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional/Pollution Liability			03120067	4/1/2025	4/1/2026	Per Claim Aggregate \$10,000,000 SIR: 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #2024077 - Thorpe Tunnels. The City of Spokane, its officers and employees are named as Additional Insureds with respects to General Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Spokane
808 W. Spokane Falls Blvd.
Spokane WA 99201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Exhibit A – DRAFT Scope of Work
City of Spokane
Preliminary Engineering Services for Thorpe Tunnel Project
Phase 1 – Planning, Amendment #1
October 17, 2025

Amendment #1 Summary

This amendment provides for development of one additional tunnel solution concept and cost estimate.

Consultant will provide the following services.

1.0 Project Management and Coordination

1.1 Project Administration

Consultant will prepare, initiate and administer contract Amendment #1 with the City and applicable subconsultants.

1.2 Project Coordination

N/A – No changes to this task as part of Amendment #1.

1.3 Project Initiation

N/A – No changes to this task as part of Amendment #1.

1.4 Transportation Commission Presentation

N/A – No changes to this task as part of Amendment #1.

1.5 Quality Assurance / Quality Control

N/A – No changes to this task as part of Amendment #1.

Assumptions

- Scope duration is twelve (12) months.
- Up to twelve (12) project coordination meetings, via MS Teams with the City
- Up to two (2) Consultant team members will attend the in-person presentation for the City's Transportation Commission.
- No specific deliverables will be developed to support City Council updates. It is assumed that deliverables already developed in this scope may be utilized by the City.

Deliverables

- Monthly Progress Report and Invoice (.pdf format)
- Subconsultant Agreements (as required)
- Meeting Agendas/Notes for Kickoff Meeting
- Meeting Agendas/Notes for up to twelve (12) coordination meetings
- Draft/Final PowerPoint Presentation for One (1) In-Person Transportation Commission Meeting

2.0 Engagement

N/A – No changes to this task as part of Amendment #1.

3.0 Baseline Conditions

N/A – No changes to this task as part of Amendment #1.

4.0 Concept Development & Analyses

4.1 Alternative Concept Layouts

N/A – No changes as part of Amendment #1.

4.2 Structural Solutions

N/A – No changes as part of Amendment #1.

4.3 Planning-Level Opinions of Cost

N/A – No changes as part of Amendment #1.

4.4 Tunnel Replacement Option (new Subtask)

Consultant will provide an additional concept-level plan and cross section to replace/enlarge the existing tunnel in its current location under the BNSF railroad, along with a discussion of typical construction methods and required staging areas.

The Consultant will provide an additional planning-level cost estimate for an option to enlarge the existing tunnel under the BNSF railroad.

Assumptions

- One round of City comments will be incorporated into draft Concept Layouts and Opinions of Cost.
- Roadway geometric layouts will include the Westwood Intersection.
- Easterly alignment and tie-in with US195 will be informed by the Thorpe overcrossing work in the City's Inland Empire Way Study project.

Deliverables

- Concept Layouts (.pdf format)
- Planning-Level Opinions of Cost.pdf format)

5.0 Concept Analyses and Evaluation

N/A – No changes to this task as part of Amendment #1.

Exhibit A - Fee Schedule
City of Spokane
Phase 1 - Alternatives Analysis, Amendment #1

10/17/2025

	Description	KPFF	Delve	TOTAL COST
Task 1	Project Administration	\$ 1,086.17	\$ -	\$ 1,086.17
1.1	Project Administration	\$ 1,086.17	\$ -	\$ 1,086.17
1.2	Project Coordination	\$ -	\$ -	\$ -
1.3	Project Initiation	\$ -	\$ -	\$ -
Task 2	Engagement	\$ -	\$ -	\$ -
2.1	BNSF and WSDOT Coordination and Approvals	\$ -	\$ -	\$ -
Task 3	Baseline Conditions	\$ -	\$ -	\$ -
3.1	Transportation	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater	\$ -	\$ -	\$ -
3.3	Environmental Scoping	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping	\$ -	\$ -	\$ -
3.5	Property and Land Use	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum	\$ -	\$ -	\$ -
Task 4	Concept Development & Analyses	\$ -	\$ 12,405.02	\$ 12,405.02
4.1	Alternative Concept Layouts	\$ -	\$ -	\$ -
4.2	Structural Solutions	\$ -	\$ -	\$ -
4.3	Planning-Level Opinions of Cost	\$ -	\$ -	\$ -
4.4	Tunnel Replacement Option	\$ -	\$ 12,405.02	\$ 12,405.02
Task 5	Concept Analyses and Evaluation	\$ -	\$ -	\$ -
5.1	Transportation	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater	\$ -	\$ -	\$ -
5.3	Environmental Review	\$ -	\$ -	\$ -
5.4	Geotechnical Review	\$ -	\$ -	\$ -
5.5	Property and Land Use	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum	\$ -	\$ -	\$ -
	Reimbursables	\$ -	\$ -	\$ -
TOTAL		\$ 1,086.17	\$ 12,405.02	\$ 13,491.19

Exhibit A - Fee Schedule
City of Spokane
Phase 1 - Alternatives Analysis, Amendment #1

KPFF - Transportation Group

10/17/2025

	Description	Notes	PIC/Senior Project Manager	Senior Project Coordinator	Total Hours	Total Direct Salary Cost	OH (1.4922)	Total Fee per Task	Total per Task
Task 1	Project Administration		Mark	Ginny					
1.1	Project Administration		2	6	8	\$ 389.00	\$ 580.47	\$ 116.70	\$ 1,086.17
1.2	Project Coordination				0	\$ -	\$ -	\$ -	\$ -
1.3	Project Initiation				0	\$ -	\$ -	\$ -	\$ -
Task 2	Engagement								
2.1	BNSF and WSDOT Coordination and Approvals				0	\$ -	\$ -	\$ -	\$ -
Task 3	Baseline Conditions								
3.1	Transportation				0	\$ -	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater				0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping				0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping				0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use				0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum				0	\$ -	\$ -	\$ -	\$ -
Task 4	Concept Development & Analyses								
4.1	Alternative Concept Layouts				0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions				0	\$ -	\$ -	\$ -	\$ -
4.3	Planning-Level Opinions of Cost				0	\$ -	\$ -	\$ -	\$ -
4.4	Tunnel Replacement Option				0	\$ -	\$ -	\$ -	\$ -
Task 5	Concept Analyses and Evaluation								
5.1	Transportation				0	\$ -	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater				0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review				0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review				0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use				0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs				0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution				0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal				0	\$ -	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum				0	\$ -	\$ -	\$ -	\$ -
Total Hours per person			2	6	8	\$ 389.00	\$ 580.47	\$ 116.70	\$ 1,086.17

BURDENED LABOR COST

Current Hourly Rates (Do not exceed ANTE Table Rates in MSA)		\$ 81.73	\$ 37.59		Sub-Totals
Direct Salary Cost (DSC)		\$ 163.46	\$ 225.54		\$ 389.00
Overhead Cost (1.4922 of DSC)	149.22%	\$ 243.92	\$ 336.55		\$ 580.47
Fee (0.3 of DSC)	30%	\$ 49.04	\$ 67.66		\$ 116.70
Sub-Total Burdened Labor Cost		\$ 456.41	\$ 629.75		\$ 1,086.17

REIMBURSABLES

Item	Quantity	Sub-Totals
Reproduction	0	\$ -
Mileage (GSA) 2025-01	0	\$ -
Postage/Courier	0	\$ -
Field Equipment	0	\$ -
Parking	0	\$ -
Per Diem (WA 2024 OFM Rates SPO: \$18 Break, \$20 Lun, \$36 Dinr, Max \$74)	0	\$ -
Lodging (WA 2024 OFM Rate SPO: \$127)	0	\$ -
Ground Transportation (15% Tip Max)	0	\$ -
Air Fare	0	\$ -
Sub-Total Reimbursables		\$ -

KPFF - Transportation Group Total Project Costs	\$ 1,086.17
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Exhibit A - Fee Schedule
City of Spokane
Phase 1 - Alternatives Analysis, Amendment #1

Delve Underground

10/17/2025

	Description	Notes	Ravano/ Principal Geotech	Finn/ Structural Principal	Duevel/ Principal Tunnel	Peterfreund/ Sr Structural Assoc.	Mehlert/ Sr. Project Structural	Hughan/ Sr. Staff	Lita/ CAD	Dietry/ Project Controls	Page/Cost Estimating Principal	Total Hours	Total Direct Salary Cost	OH (0)	Total Fee per Task	Total per Task
Task 1	Project Administration															
1.1	Project Administration											0	\$ -	\$ -	\$ -	\$ -
1.2	Project Coordination											0	\$ -	\$ -	\$ -	\$ -
1.3	Project Initiation											0	\$ -	\$ -	\$ -	\$ -
Task 2	Engagement															
2.1	BNSF and WSDOT Coordination and Approvals											0	\$ -	\$ -	\$ -	\$ -
Task 3	Baseline Conditions															
3.1	Transportation											0	\$ -	\$ -	\$ -	\$ -
3.2	Utilities and Stormwater											0	\$ -	\$ -	\$ -	\$ -
3.3	Environmental Scoping											0	\$ -	\$ -	\$ -	\$ -
3.4	Geotechnical Scoping											0	\$ -	\$ -	\$ -	\$ -
3.5	Property and Land Use											0	\$ -	\$ -	\$ -	\$ -
3.6	Baseline Conditions Memorandum											0	\$ -	\$ -	\$ -	\$ -
Task 4	Concept Development & Analyses															
4.1	Alternative Concept Layouts											0	\$ -	\$ -	\$ -	\$ -
4.2	Structural Solutions											0	\$ -	\$ -	\$ -	\$ -
4.3	Planning-Level Opinions of Cost											0	\$ -	\$ -	\$ -	\$ -
4.4	Tunnel Replacement Option	Coordination, analysis, report section and 2 drawings for BNSF crossing	2			2	40		4		8	56	\$ 12,405.02	\$ -	\$ -	\$ 12,405.02
Task 5	Concept Analyses and Evaluation															
5.1	Transportation											0	\$ -	\$ -	\$ -	\$ -
5.2	Utilities and Stormwater											0	\$ -	\$ -	\$ -	\$ -
5.3	Environmental Review											0	\$ -	\$ -	\$ -	\$ -
5.4	Geotechnical Review											0	\$ -	\$ -	\$ -	\$ -
5.5	Property and Land Use											0	\$ -	\$ -	\$ -	\$ -
5.6	Capital and Life-Cycle Costs											0	\$ -	\$ -	\$ -	\$ -
5.7	Determine Preliminary Preferred Solution											0	\$ -	\$ -	\$ -	\$ -
5.8	BNSF Design Phase A Concept Submittal											0	\$ -	\$ -	\$ -	\$ -
5.9	Evaluation Memorandum											0	\$ -	\$ -	\$ -	\$ -
Total Hours per person			2	0	0	2	40	0	4	0	8	56	\$ 12,405.02	\$ -	\$ -	\$ 12,405.02

BURDENED LABOR COST

Current Hourly Rates	Direct Salary +B130+B131:P+B131:R134	\$ 337.50	\$ 332.66	\$ 288.24	\$ 282.01	\$ 182.44	\$ 134.73	\$ 149.20	\$ 145.02	\$ 408.95		Sub-Totals
Direct Salary Cost (DSC)		\$ 675.00	\$ -	\$ -	\$ 564.02	\$ 7,297.60	\$ -	\$ 596.80	\$ -	\$ 3,271.60		\$ 12,405.02
Overhead Cost (0 of DSC)	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Fee (0 of DSC)	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Sub-Total Burdened Labor Cost		\$ 675.00	\$ -	\$ -	\$ 564.02	\$ 7,297.60	\$ -	\$ 596.80	\$ -	\$ 3,271.60		\$ 12,405.02

REIMBURSABLES

Item	Quantity	Unit	Unit Cost	Sub-Totals
Reproduction	0	Lump Sum	\$ 1.00	\$ -
Mileage (GSA) 2025-01	0	Each	\$ 0.70	\$ -
Concrete Cylinders for Compressive Strength	0	Each	\$ 1.00	\$ -
Field Equipment	0	Lump Sum	\$ 1.00	\$ -
Parking	0	Each	\$ 1.00	\$ -
Per Diem (WA 2024 OFM Rates SPO: \$18 Break, \$20 Lun, \$36 Dinr, Max \$74)	0	Each	\$ 1.00	\$ -
Lodging (WA 2024 OFM Rate SPO: \$127)	0	Each	\$ 1.00	\$ -
Ground Transportation (15% Tip Max)	0	Each	\$ 1.00	\$ -
Air Fare	0	Each	\$ 1.00	\$ -

Sub-Total Reimbursables	\$ -
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Delve Underground Total Project Costs	\$ 12,405
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**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Discussion**Date Rec'd**

11/11/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 12/08/2025**Submitting Dept**

CITY COUNCIL

Bid #**Contact Name/Phone**

ABIGAIL 625-6426

Requisition #**Contact E-Mail**

AMMARTIN@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** YES**Agenda Item Name**

RESOLUTION APPROVING 2027 "SAFE STREETS FOR ALL" PROJECTS

Agenda Wording

A Resolution approving year 2027 applications and adaptive projects to be paid from the Spokane Safe Streets for All Fund.

Summary (Background)

This is a transition year where staff and the City Council subcommittee have largely turned over responsibilities to the Transportation Commission when it comes to selecting the next round of projects, be it quick build (2026), construction (2027), or completion of the 27 x 27 network for safe connectivity across the city. Transportation Commission has taken the list of neighborhood priorities and has been winnowing down the list for the next round of funding. There was a hearing at their September meeting, public comment at the October meeting, and there will be a final hearing in November with a recommendation to City Council for specific project selection. It is important to note a few factors informing decision-making: funding; equitable distribution across council districts; safety; interdepartmental considerations (future projects, grant opportunities, this makes more sense as a Parks project as opposed to traffic calming), etc. Resolution is in draft form pending final recommendations from the Transportation Commission.

What impacts would the proposal have on historically excluded communities?

This program is meant to address safety concerns across our city, ensuring that revenue generated from photo red and speed cameras go back into our community in a manner that creates a safer built environment for all users of the road, be it pedestrians, cyclists, drivers, or transit users.

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

Staff has used a matrix, delineating safety, connectivity, and demographic information in order to be in compliance with state legislation and to steer discussion and decision-making in a productive and cohesive manner

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

Quick build projects are measured for whether their “temporary” nature warrants more permanent intervention/what type of intervention; traffic calming projects are considered and balanced with camera locations and possible need for future study. Other departmental considerations are taken into account when considering whether a traffic calming project is the “right” solution.

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

Neighborhood Councils originally proposed their concerns and then prioritized their solutions; the City Council is committed to supporting traffic calming and multi-modal transportation; Capital Improvement and the Comprehensive Plan supports enhancement of our streets and safety for all users.

Council Subcommittee Review

The final allocations will consider recommendations from the the city's Transportation Commission. No council subcommittee review is anticipated.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 5,857,880	
Current Year Cost		\$ 200,000	
Subsequent Year(s) Cost		\$ 5,657,000	
<u>Narrative</u>			
The resolution calls for spending from SSSFA of \$1.74M for 2027 construction, \$200,000 in SSSFA funds for 2026 Quick-Build (Adaptive Design projects); and \$3,917,880 toward 27 x 2027 projects.			
<u>Amount</u>		<u>Budget Account</u>	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		Recurring	
<u>Funding Source Type</u>		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes			
<u>Expense Occurrence</u>		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>			
<u>Division Director</u>			
<u>Accounting Manager</u>			
<u>Legal</u>			
<u>For the Mayor</u>			
<u>Distribution List</u>			

RESOLUTION NO. 2025-XXXX

A Resolution approving year 2027 applications and adaptive projects to be paid from the Spokane Safe Streets for All Fund.

WHEREAS, the City of Spokane maintains a special revenue fund into which revenues from automated traffic safety cameras are deposited, codified under Section 07.08.148 of the Spokane Municipal Code and known as the “Safe Streets For All Fund,” and formerly known as the Traffic Calming Measures Fund; and

WHEREAS, the City Council historically has adopted resolutions regarding the allocation of funds generated from automated traffic safety cameras, with the most recent allocation set forth in Resolution 2025-0005; and

WHEREAS, throughout the years 2022 and 2023, City staff have conducted extensive outreach among and with the 29 neighborhoods in Spokane to finalize their list of priority traffic calming projects; and

WHEREAS, in 2024, the Washington State Legislature enacted Engrossed Substitute Senate Bill 2384, which, among other provisions, allows revenues generated from automated safety-camera programs to be devoted to a broader array of safe streets measures, including stops signs, adaptive design, and speed tables and has guidelines on the use of equity analyses required in the placement of traffic enforcement cameras and projects funded by the revenues of traffic enforcement cameras; and

WHEREAS, on June 24, 2024, the City Council adopted Resolution 2024-0053, titled “Janet Mann Safe Streets Now!” and requesting implementation of pilot adaptive design strategies into traffic calming projects; and

WHEREAS, in 2024 the City Council also established the municipal Transportation Commission, including among its duties and responsibilities the obligation to make annual recommendations to the City Council on the “projects and priorities to be funded by revenues generated from automated traffic safety cameras, consistent with state and local provisions governing the use of such funds”; and

WHEREAS, on October 20, 2025, the City Council adopted Resolution 2025-0084, authorizing the total sum of \$6,450,000 in Spokane Safe Streets for All funds to be used for permanent and adaptive (“Quick Build”) projects in 2026, and up to \$8,875,000 in Spokane Safe Streets funds for safe street projects in 2027, which resolution was adopted to guide the Transportation Commission when crafting its recommendations to the City Council pursuant to Section 04.40.080.H SMC; and

WHEREAS, the Transportation Commission finalized its recommendations to the City Council on November 12, 2025; and

WHEREAS, consistent with its prior resolutions, and consistent with the recommendations of the Transportation Commission, the City Council endorses the use of revenues in the Spokane Safe Streets for All Fund for the projects identified in Exhibits "A," "B," and "C" to this resolution, with the actual continuation of projects in 2026 to be as set forth in the resolution; and

NOW, THEREFORE, BE IT RESOLVED that, consistent with its prior resolutions, and consistent with the recommendations of the Transportation Commission, the City Council approves of the use of revenues in the Safe Streets for All Fund for the traffic calming projects for the year 2027 as identified in Exhibit "A"; and

IT IS FURTHER RESOLVED, that the City Council requests and approves of the 2026 Adaptive Design ("Quick Build") projects identified in Exhibit "B"; and

IT IS FURTHER RESOLVED, that the City Council requests and approves of the 2027 27 by 2027 Network projects identified in "Exhibit C"; and

IT IS FURTHER RESOLVED, the total cost of all projects approved under this resolution and charged to the Spokane Safe Streets for All Fund for years 2026 and 2027 shall not exceed \$5,857,850, and shall be selected from among those projects identified in the attached Exhibits A and B and C; and

IT IS FURTHER RESOLVED, that additional projects funded by "Spokane Safe Streets for All" fund for the year 2027 shall be by separate resolution; and

AND IT IS FURTHER RESOLVED that nothing in this resolution shall be deemed to alter the allocations and funding set forth in the "Cycle 13" projects in Resolution 2025-0005 or to otherwise affect projects already underway as of the date of this resolution.

ADOPTED by the City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

City Attorney

RESOLUTION 2025-_____

Exhibit A

District 1

District 2

District 3

RESOLUTION 2025-_____

Exhibit B

District 1

District 2

District 3

RESOLUTION 2025-_____

Exhibit C

District 1

District 2

District 3

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Consent**Date Rec'd**

11/12/2025

Clerk's File #**Cross Ref #****Project #****Council Meeting Date:** 12/15/2025**Submitting Dept**

WATER & HYDROELECTRIC SERVICES

Bid #**Contact Name/Phone**

RAYLENE 509-625-7821

Requisition #

RFQ 6417-25

Contact E-Mail

RGENNETT@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

BWILKERSON JBINGLE KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

ENGINEERING SERVICES FOR THE UPRIVER DAM SPILLWAY GATE

Agenda Wording

Upriver Dam is a hydroelectric facility licensed by the Federal Energy Regulatory Commission (FERC). This item is for contracting an engineering subconsultant to assist the Water Department with the design of the 8 spillway gates that need to be replaced. Additional concurrent work includes concrete rehabilitation and moisture migration reduction measures. This work fulfills spillway rehabilitation obligations to the FERC.

Summary (Background)

This Contract is for design only and is expected to be completed in 2027 with construction beginning with a separate contract after design. Additional funding (loan) from the USACE CWIFP program has been applied for and is expected to be awarded to the city which would cover 80% of projects costs and require a 20% match identified in the CIP program. Construction Management services may be included through this contract. If acquired, those services will be negotiated and awarded in the future.

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

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

N/A

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

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Project is included in the 6-year CIP program.

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 1,423,200.00	
Current Year Cost		\$ 5,000.00	
Subsequent Year(s) Cost		\$ 1,418,200.00	
<u>Narrative</u>			
This subconsultant service is in the CIP program and is necessary for designing replacement spillway gates, concrete rehabilitation, and moisture mitigation at Upriver Dam. The consultant's scope of work was reviewed by multiple levels of city employees and negotiated to provide the best services at a reasonable cost to the city.			
<u>Amount</u>		<u>Budget Account</u>	
Expense	\$ 1,423,200.00	# 4100-42490-94340-56501-11053	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		One-Time	
<u>Funding Source Type</u>		Program Revenue	
Is this funding source sustainable for future years, months, etc?			
Yes. Additional funding (loan) is expected to come from the USACE CWIFP program.			
<u>Expense Occurrence</u>		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Included in the 6-year CIP program, costs spread over multiple years.			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	HOPKINS, LEON	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	GENNETT, RAYLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
Ellen Engberg eengberg@schnabel-eng.com		dstpierre@spokanecity.org	
jlmeyer@spokanecity.org		rgennett@spokanecity.org	
tlester@spokanecity.org		tprince@spokanecity.org	
rrpenaluna@spokanecity.org		nrussell@spokanecity.org	

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Committee Date	November 17, 2025
Submitting Department	Water & Hydroelectric Services
Contact Name	Raylene Gennett
Contact Email & Phone	rgennett@spokanecity.org 509-625-7821
Council Sponsor(s)	Wilkerson, Bingle, Klitzke
Select Agenda Item Type	☒ Consent ☐ Discussion Time Requested:
Agenda Item Name	Engineering Services for the Upriver Dam Spillway Gate Replacement Project
Proposed Council Action	☒ Approval to proceed to Legislative Agenda ☐ Information Only
Summary (Background) *use the Fiscal Impact box below for relevant financial information	<u>Summary (Background)</u> This Contract is for design only and is expected to be completed in 2027 with construction beginning with a separate contract after design. Additional funding (loan) from the USACE CWIFP program has been applied for and is expected to be awarded to the city which would cover 80% of projects costs and require a 20% match identified in the CIP program. Construction Management services may be included through this contract. If acquired, those services will be negotiated and awarded in the future.

Fiscal Impact

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

Total Cost: \$1,423,200.00

Current year cost: \$5,000.00

Subsequent year(s) cost: \$1,418,200.00

Narrative: This subconsultant service is in the CIP program and is necessary for designing replacement spillway gates, concrete rehabilitation, and moisture mitigation at Upriver Dam. The consultant's scope of work was reviewed by multiple levels of city employees and negotiated to provide the best services at a reasonable cost to the city.

Funding Source ☒ One-time ☐ Recurring ☐ N/A

Specify funding source: Program revenue

Is this funding source sustainable for future years, months, etc? Yes. Additional funding (loan) is expected to come from the USACE CWIFP program.

Expense Occurrence ☒ One-time ☐ Recurring ☐ N/A

Other budget impacts: (revenue generating, match requirements, etc.) Included in the 6-year CIP program, costs spread over multiple years.

Operations Impacts (If N/A, please give a brief description as to why)

- What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, to distribute public investment throughout the community and to respond to gaps in services identified in various City plans. We recognize the need to maintain affordability and predictability for utility customers and we are committed to delivering work that is both financially and environmentally responsible.

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

N/A

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

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

- Please provide a summary of council subcommittee review. If not reviewed by a council subcommittee, please explain why not. Project is included in the 6-year CIP program.



City of Spokane
CONSULTANT AGREEMENT

Title: ENGINEERING SERVICES
RFQu 6417-25

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **SCHNABEL ENGINEERING, LLC.**, whose address is 16300 Christensen Road, Suite 350, Seattle, Washington 98188-3422, as ("Firm"), individually hereafter referenced as a "Party", and together as the "Parties".

WHEREAS, the purpose of this Agreement is to provide Engineering services for Upriver Dam Spillway Rehabilitation; and

WHEREAS, the Firm was selected from Request for Qualifications No. 6417-25 issued by the City.

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

1. TERM OF AGREEMENT.

The term of this Agreement begins on December 19, 2025, and ends on January 31, 2028, unless amended by written agreement or terminated earlier under the provisions

2. TIME OF BEGINNING AND COMPLETION.

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

3. SCOPE OF WORK.

The General Scope of Work for this Agreement is described in Firm's Response to Request for Qualifications 6417-25, which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, this City Agreement controls.

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

4. COMPENSATION.

Total compensation for Firm's services under this Agreement shall not exceed **ONE MILLION FOUR HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$1,423,200.00)**, plus tax if applicable. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

5. PAYMENT.

The Firm shall submit its applications for payment to City of Spokane Water and Hydroelectric Department, 914 East North Foothills Drive, Spokane, Washington 99207. **Payment will be made via direct deposit/ACH** within forty-five (45) days after receipt of the Firm's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Firm and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

6. REIMBURSABLES

The reimbursables under this Agreement are to be included, and considered part of the maximum amount not to exceed (above), and require the Firm's submittal of appropriate documentation and actual itemized receipts, the following limitations apply.

- A. City will reimburse the Firm at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Firm to generate invoice(s) to the City. The original supporting documents shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.
- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Airfare will be reimbursed at the actual cost of the airline ticket. The City will reimburse for Economy or Coach Fare only. Receipts detailing each airfare are required.
- E. **Meals:** Meals will be reimbursed at the Federal Per Diem daily meal rate for the city in which the work is performed. *Receipts are not required as documentation.* The invoice shall state "the meals are being billed at the Federal Per Diem daily meal rate", and shall detail how many of each meal is being billed (e.g. the number of breakfasts, lunches, and dinners). The City will not reimburse for alcohol at any time.
- F. **Lodging:** Lodging will be reimbursed at actual cost incurred up to a maximum of the published General Services Administration (GSA) Index for the city in which the work is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more

than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.

- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

Subconsultant: Subconsultant expenses will be reimbursed at the actual cost incurred and a four percent (4%) markup. Copies of all Subconsultant invoices that are rebilled to the City are required.

7. TAXES, FEES AND LICENSES.

- A. Firm shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Firm's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. Where required by state statute, ordinance or regulation, Firm shall pay and maintain in current status all taxes necessary for performance. Firm shall not charge the City for federal excise taxes. The City will furnish Firm an exemption certificate where appropriate.
- C. The Director of Finance and Administrative Services may withhold payment pending satisfactory resolution of unpaid taxes and fees due the City.
- D. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

8. CITY OF SPOKANE BUSINESS LICENSE.

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

9. SOCIAL EQUITY REQUIREMENTS.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. Firm agrees to comply with, and to require that all subcontractors comply with, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, as applicable to the Firm. Firm shall seek inclusion of woman and minority business for subcontracting. A woman or minority business is one that self-identifies to be at least 51% owned by a woman and/or minority. Such firms do not have to be certified by the State of Washington.

10. INDEMNIFICATION.

The Firm shall indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage to the extent caused by the Firm's negligence **or breach of Firm's material obligations under the Agreement**, or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require Firm to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Firm's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Firm, its agents or employees. The Firm specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Firm's own employees against the City and, solely for the purpose of this indemnification and defense, the Firm specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Firm recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

11. INSURANCE.

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

A. Worker's Compensation Insurance in compliance with RCW 51, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000.

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

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Firm's General Liability insurance policy must be a minimum of \$2,000,000, in order to meet the insurance coverage limits required in this Agreement; and

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

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this Agreement. The coverage must remain in effect for at least two (2) years after the Agreement is completed.

There shall be no cancellation, or **material change**, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Firm or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Firm shall furnish

acceptable Certificates Of Insurance (COI) upon request by the City. The certificate shall specify the City of Spokane **is included** as “Additional Insured” specifically for Firm’s services under this Agreement, **excluding Professional Liability Insurance**, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction **or retention** level. The Firm shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

12. DEBARMENT AND SUSPENSION.

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

13. AUDIT.

Upon request, the Firm shall permit the City and any other governmental agency (“Agency”) involved in the funding of the Work to inspect and audit all pertinent books and records. This includes work of the Firm, any subconsultant, or any other person or entity that performed connected or related Work. Such books and records shall be made available upon reasonable notice of a request by the City, including up to three (3) years after final payment or release of withheld amounts. Such inspection and audit shall occur in Spokane County, Washington, or other reasonable locations mutually agreed to by the parties. The Firm shall permit the City to copy such books and records at its own expense. The Firm shall ensure that inspection, audit and copying rights of the City is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform Work under this Agreement.

14. INDEPENDENT FIRM.

- A. The Firm is an independent Firm. This Agreement does not intend the Firm to act as a City employee. The City has neither direct nor immediate control over the Firm nor the right to control the manner or means by which the Firm works. Neither the Firm nor any Firm employee shall be an employee of the City. This Agreement prohibits the Firm to act as an agent or legal representative of the City. The Firm is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Firm shall pay all income and other taxes as due. The Firm may perform work for other parties; the City is not the exclusive user of the services that the Firm provides.
- B. If the City needs the Firm to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Firm works on the City premises using City equipment, the Firm remains an independent Firm and not a City employee. The Firm will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Firm will be required to work from its own office space or in the field. The City may negotiate a reduction in Firm fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

15. KEY PERSONS.

The Firm shall not transfer or reassign any individual designated in this Agreement as essential to the Work, nor shall those key persons, or employees of Firm identified as to be involved in the Project Work be replaced, removed or withdrawn from the Work without the express written consent of the City, which shall not be unreasonably withheld. If any such individual leaves the Firm's employment, the Firm shall present to the City one or more individuals with greater or equal qualifications as a replacement, subject to the City's approval, which shall not be unreasonably withheld. The City's approval does not release the Firm from its obligations under this Agreement.

16. ASSIGNMENT AND SUBCONTRACTING.

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

17. CITY ETHICS CODE.

- A. Firm shall promptly notify the City in writing of any person expected to be a Firm Worker (including any Firm employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Firm shall ensure compliance with the City Ethics Code by any Firm Worker when the Work or matter related to the Work is performed by a Firm Worker who has been a City officer or employee within the past two (2) years.
- C. Firm shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Firm. Promotional items worth less than \$25 may be distributed by the Firm to a City employee if the Firm uses the items as routine and standard promotional materials. Any violation of this provision may cause termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

18. NO CONFLICT OF INTEREST.

Firm confirms that the Firm or workers have no business interest or a close family relationship with any City officer or employee who was or will be involved in the Firm selection, negotiation, drafting, signing, administration or evaluation of the Firm's work. As used in this Section, the term Firm includes any worker of the Firm who was, is, or will be, involved in negotiation, drafting, signing, administration or performance of the Agreement. The term "close family relationship" refers to: spouse or domestic partner, any dependent parent, parent-in-law, child, son-in-law, daughter-in-law; or any parent, parent in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of a City officer or employee described above.

19. ERRORS AND OMISSIONS, CORRECTIONS.

Firm is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Firm under this Agreement in the delivery of a final work product. The standard of care applicable to Firm's services will be the degree of skill and diligence normally employed by professional engineers or Firms performing the same or similar services at the time said services are

performed. The Final Work Product is defined as a stamped, signed work product. Firm, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other Firm services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

20. INTELLECTUAL PROPERTY RIGHTS.

- A. Copyrights. The Firm shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Firm for the Work, whether or not the Work is completed. The Firm grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Firm for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Firm assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Firm does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Firm created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Firm has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Firm grants the City an irrevocable, non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.
- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Firm does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Firm from liability for any unauthorized reuse of such documents.
- D. The City agrees that any subsequent reuse or modification of the "works made for hire" by the City or any party obtaining them through the City will be at the City's sole risk and without liability to the Firm.

21. CONFIDENTIALITY.

Notwithstanding anything to the contrary, City will maintain the confidentiality of Firm's materials and information only to the extent that is legally allowed in the State of Washington. City is bound by the State Public Records Act, RCW Ch. 42.56. That law presumptively makes all records in the possession of the City public records which are freely available upon request by anyone. In the event that City gets a valid public records request for Firm's materials or information and the City determines there are exemptions only the Firm can assert, City will endeavor to give Firm notice. Firm will be required to go to Court to get an injunction preventing the release of the requested records. In the event that Firm does not get a timely injunction preventing the release of the records, the City will comply with the Public Records Act and release the records.

22. DISPUTES.

Any dispute or misunderstanding that may arise under this Agreement, concerning the Firm's performance, shall first be through negotiations, if possible, between the Firm's Project Manager and the City's Project Manager. It shall be referred to the Director and the Firm's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time,

either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Firm to correct such work prior to the City payment. The City will provide to the Firm an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Firm provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

23. TERMINATION.

- A. For Cause: The City or Firm may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Firm's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Firm, the Firm shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Firm agrees this payment shall fully and adequately compensate the Firm and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon **the Firm's receipt of payment for all amounts due under this Agreement termination**, the Firm shall provide the City with the most current design documents, contract documents, writings and other products the Firm has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Firm harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Firm's work product.

24. EXPANSION FOR NEW WORK.

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Firm at time of contract or else was mentioned as a possibility in the solicitation (such as future phases

of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

25. MISCELLANEOUS PROVISIONS.

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.
- D. The Firm, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Firm shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Firm after the time the same shall have become due nor payment to the Firm for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.

- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Firm. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

SCHNABEL ENGINEERING, LLC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments to this Contract:

Exhibit A – Certificate Regarding Debarment

Exhibit B – Firm's Response to RFQu 6417-25 dated November 6, 2025

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

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

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

EXHIBIT B

November 6, 2025

Mr. David St. Pierre, PE
Principal Engineer
City of Spokane
808 W Spokane Falls Blvd
Spokane, WA 99201

**Subject: Scope of Work for Engineering Services for Upriver Dam Spillway Rehabilitation,
City of Spokane RFQu 5417-25OK
Schnabel Proposal No. 25310026.00P**

Dear Mr. St. Pierre:

SCHNABEL ENGINEERING, LLC (Schnabel) is pleased to submit our proposed scope and budget for Engineering Services for the Upriver Dam Spillway Rehabilitation including radial gate replacement, hoist replacement, hoist electrical supply replacement, miscellaneous concrete repairs, and left bank seepage mitigation. Our proposal is organized into the following sections:

1. Background
2. Scope of Services
3. Schedule
4. Project Fees
5. Contract Terms and Conditions

1.0 BACKGROUND

The Upriver Dam Spillway, originally constructed in 1936, continues to operate with components dating back to its initial build. Over time, the condition of the spillway gates has significantly deteriorated, with multiple operational issues and structural deformations observed. Both the gates and hoists have reached the end of their service life and must be replaced to ensure the dam's continued safe and reliable operation.

In addition, the concrete piers, walls, and abutments within the spillway have experienced degradation and require rehabilitation to mitigate moisture migration and preserve the long-term structural integrity of the dam. Finally, there is elevated levels of seepage through the left bank and left abutment wall. This scope serves to address these issues.

2.0 SCOPE OF SERVICES

Based on RFQu 5417-25, our review of existing information, conversations with City staff, and a site visit, we understand the required scope of design services to broadly include:

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Scope of Work for Engineering Services for Upriver Dam Spillway Rehabilitation

1. Design of replacement of eight radial gates and trunnion assemblies
2. Design of replacement of eight hoists, wire ropes, and supporting electrical and controls
3. Design of concrete repairs to abutment walls, spillway ogee surface, spillway bay piers, and operator's bridge
4. Design of left bank seepage mitigation
5. Structural inspection of Gates 1-2, and 4-8 (7 gates total)
6. Installation of maintenance access to radial gates from operator's deck
7. Installation of permanent access from left bank to spillway using a ladder or similar

Related to this design, the scope will also include a 3D point cloud survey, site visits, a review of existing documentation, regular meetings, and preparation and submittal of applicable agency permit applications. We have developed our scope and budget with the following phases:

1. Project management (Section 2.1)
2. Initial assessment and site visit (Section 2.2)
3. Gate Inspection (Section 2.3)
4. Design engineering and permitting support (Section 2.4)
5. Bidding support (Section 2.5)
6. Construction support (Section 2.6)

2.1 Project Management

Efforts to manage the project staff, schedule, and finances is included in this scope and budget. This includes coordination among the project team and with the City. Anticipated meetings facilitated by Schnabel are summarized in Table 1. An agenda will be sent out at least three business days in advance of the meeting. Meeting notes will be sent out within three business days after the meeting.

Table 1 Anticipated Meetings

Meeting Purpose	Approximate Date	Location
Inspection Findings Review	1/30/2026	Virtual
Monthly Status	January 2025 – December 2026 (10 total)	Virtual
30 % Design Review	3/23/2026	Virtual
60 % Design Review	6/1/2026	Onsite
90 % Design Review	11/16/2026	Virtual
Prebid Meeting	5/31h/2027	Onsite
Table Notes: Design review meetings are scheduled for 1 week after submittal delivery and intended to summarize design and collect initial verbal feedback.		

2.2 Initial assessment and site visit

We will review relevant existing documentation provided by the city including inspection reports, studies, existing drawings, and the STID. At a minimum, we anticipate this documentation to include:

1. As-built drawings for the spillway, gates, and left abutment
2. As-built drawings for the fuse plug and any modifications to the left abutment
3. STID, DSSMP and most recent DSSMR

City of Spokane
Scope of Work for Engineering Services for Upriver Dam Spillway Rehabilitation

4. Most recent inspection reports pertaining to the spillway, gates, and left abutment
5. Geotechnical investigation reports

An initial site visit and assessment will be conducted with a goal of obtaining more detailed site information to inform the repair or replacement designs. A mechanical, structural, electrical, and civil engineer will conduct the inspection. Some primary areas warranting more definition include:

1. Trunnion support corbels
2. Concrete deterioration
3. Left bank abutment wall and seepage
4. Operators deck and hoist support points
5. Electrical service

A site visit and assessment report will be developed which will recommend a more detailed scope of repair and replacement design. The report will focus on observations. Recommendations will be high level and narrative based. Planning level cost estimates will be included.

Assumptions:

1. Civil engineer: onsite for 1 day
2. Electrical engineer onsite: 1 day
3. Mechanical engineer onsite: 1 day
4. Structural engineer onsite: 2 days
5. No confined space, work in the water, or work at heights is anticipated.
6. If the initial assessment and site visit reveal any significant findings that impact the scope of work, Schnabel will work with the City to adjust our scope of services and fees as appropriate.

2.2.1 Survey

A 3-dimensional (3D) point cloud scan will be taken of the site to capture the 3D location of relevant above ground and above-water elements and surfaces. This scan will be used in conjunction with record drawings to create an existing conditions model of the site. This will be the basis for the new gate design, new hoist layout, and concrete repair design. This 3D point cloud will not be globally located or substitute an official land or topographic survey.

A contingent budget of \$10,000 has been included to cover a potential land survey should it be required for earthwork in the left embankment.

2.3 Gate Inspection

Schnabel will provide a qualified inspection team consisting of one inspecting engineer from Schnabel with at least SPRAT Level I certification and one SPRAT Level III subconsultant to prepare all anchor points and provide safety oversight and rescue capabilities.

A hands-on visual inspection of gates 1, 2, and 4-8 (7 gates) will be performed. Deformations outlined in previous inspections will be measured and compared. Observations will be noted, locations identified and photographed. An inspection report will be developed by describing the general findings. Comprehensive photo logs will be attached to the report.

Assumptions:

1. Inspection will be 5 or fewer days

2.4 Design Engineering and Permitting

The design and associated report, calculations, and permitting documents will be developed as 30%, 60%, 90%, 100%, and issued for bid (IFB) submittals as summarized in Table 2-2. The deliverables will be submitted as a draft report (MS Word format) with the appendices shown in Table 2-3.

Calculations supporting the designs for the elements outlined in the following sections will be appended to a design report. The design report will summarize the scope of the design, referenced standards, analysis and design methods and assumptions, and summarized results.

An anticipated drawing count for each engineering discipline is summarized in Table 2-2. The design drawings will include a site plan with construction limits, access, and lay down area. Site layout and topography will be based on aerial imagery, 3D point cloud scan, and publicly available lidar topography; a land survey budget has been included should it be required. No bathymetric survey is required. Drawings will reference the vertical datum of the City's preference. Demolition drawings will indicate removal of existing features to be replaced in the project such as gates and hoists.

A Construction Potential Failure Mode Analysis (CPFMA) will be required by the FERC. We will facilitate the CPFMA during the 60% review meeting on the draft 60% design. We have included the following roles in our budget: facilitator, geotechnical subject matter expert (SME), structural SME, mechanical SME, and note taker. We have assumed the PFMA will occur onsite and take no longer than 12 hours. We will document the results and submit them as Appendix J (Table 2-3).

Applicable CSI formatted technical specifications will be developed and submitted at the delivery milestones summarized in Table 2-3.

Table 2-2 Anticipated Milestone Dates

Deliverable	Anticipated Date	For Client Review	For Agency Review
Site Visit and Assessment Memo	1/30/2026	✓	
30 % Submittal	3/13/2026	✓	
60 % Submittal	5/22/2026	✓	Environmental
90 % Submittal	11/6/2026	✓	
100 % Submittal	12/4/2026		FERC Environmental
IFB/IFC Submittal	5/21/2027		
Table Notes: Assumes Notice to Proceed on or by 12/19/2025.			

Table 2-3 Anticipated Deliverables and Submittal Milestone

Deliverable	30%	60%	90%	100%	IFB/ IFC
Design Report	✓	✓	✓	✓	✓
Appendix A: Project Design Drawings	✓	✓	✓	✓	✓
Appendix B: Project Technical Specifications		TOC Only	✓	✓	✓
Appendix C: Relevant Existing City Drawings		✓	✓	✓	✓
Appendix D: Engineer's Opinion of Probable Construction Cost					
Appendix E: Geotechnical Report (if needed) E.1: Geotechnical exploration and assessment E.2: Seepage mitigation design calculations	✓	✓	✓	✓	✓
Appendix F: Design Calculations F.1: Electrical calculations F.2: Mechanical calculations F.3: Structural calculations	✓	✓	✓	✓	✓
Appendix G: Temporary Construction Emergency Action Plan (TCEAP)			✓	✓	✓
Appendix H: Temporary Erosion and Sediment Control Plan (TECSP)			✓	✓	✓
Appendix I: Quality Control and Inspection Plan (QCIP)			✓	✓	✓
Appendix J: Construction Potential Failure Mode Analysis (CPFMA)		✓	✓	✓	✓
Appendix K: NEPA, SEPA, and Project Permit Applications and (when granted) Permits	✓	✓	✓	✓	✓

Table 2-4 Anticipated Drawing List

Engineering Discipline	Count
Title, General Notes, General Site Plan	6
Civil	4
Structural	36
Mechanical	9
Electrical	32
Total	76

2.4.1 Gate Replacement and Access Platform Design

The replacement gate design will include a design of the following elements: skin plate, vertical ribs, horizontal beams, strut arms, strut arm braces, seals, trunnion assembly, and trunnion pin. A permanent metal ladder will be designed for the downstream face of each pier between the operator's deck and top of pier. The top of pier railing will be modified to allow access to a new walkway on each gate arm or an access platform crossing from pier-to-pier. The design will include an analysis of the existing trunnion assembly anchorages. The following design standards will apply:

- USACE EM-1110-2-2107 Design of Hydraulic Steel Structures (2022)
- USACE EM-1110-2-2702 Design of Spillway Tainter Gates (2000)
- AISC Steel Construction Manual, 16th edition (2022)
- AWS D1.1 Structural Welding Code (2010)

The design method will include a finite element model of primary members and plates. Applicable load combinations specified in USACE guidelines will be included. Members and connections will be designed with applicable code specified methods. The gate will be modeled and drawings produced in Autodesk Revit 2025. Design of replacement seal plate embedments, trunnion yoke, and trunnion anchorages have been included; however, the requirement for these designs will be pending the results of the initial inspection (Section 2.1).

Assumptions:

1. All eight gates are constructed with similar geometry to the nearest 3"; only one set of analysis and design computations is required. Separate drawings have been assumed to account for bay-specific deviations within the 3" assumed variability.
2. The replacement gates will exhibit the same width, height, and radius of the existing gate system.
3. Piers have sufficient capacity to support the gates and do not need to be analyzed.
4. Applicable design water surface elevations are provided by existing documentation. No hydraulic or hydrologic analysis is required.
5. A greaseless bearing is assumed, omitting the need for a grease line installation and related maintenance.

2.4.2 Bridge Load Rating

The replacement gate, hoists, and modern loading requirements set forth by USACE EM-1110-2-2107 may increase loading on the operator's bridges. Furthermore, the existing report by LSB dated February 2025 indicates extreme gate condition may overstress the bridge.

A bridge load rating has been included to confirm adequate capacity of the bridge for the applied loads. This rating will account for the increased loading from the new gantry crane.

Assumptions:

1. The bridge condition is acceptable.
2. No design to increase the capacity of the bridge has been included to increase the capacity of the bridge should it have insufficient capacity. Surficial concrete repairs have been included.

2.4.3 Hoist Replacement Mechanical Design

The replacement hoist design will include a design of the following elements: Hoist machinery including motor, reduction gearing, shafting, couplings, brakes, indication equipment, wire ropes and wire rope connection to gate, machinery supports, and enclosures. The design of the hoist will adhere to the following design codes:

- USACE EM-1110-2-2610, Mechanical and Electrical Design for Lock and Dam Operating Equipment (2025)
- AISC Steel Construction Manual, 16th edition (2022)
- AWS D1.1 Structural Welding Code (2010)
- Wire Rope Technical Board, Wire Rope User's Manual (4th Edition)
- USACE EM-1110-2-3200, Wire Rope for Civil Works Structures

- ANSI/AGMA 6001-E08, Design and Selection of Components for Enclosed Gear Drives

Loads will be calculated based on provided structural and hydraulic loads based on the load combinations noted in EM-2610. The hoist will be modeled in Autodesk Inventor and drawings produced in Autodesk Revit to maintain consistency with the structural set.

Assumptions:

1. All eight hoists will be identical and will be wire rope hoists with a similar arrangement to the existing.
2. Hoist and wire rope geometry will remain the same, meaning no modification will be required to the bridge beyond new post-installed anchors to secure machinery supports.
3. Hoist load will not increase such that an increased number of wire ropes is required, which may force spillway bridge modification.
4. The hoist indication will include a rotary cam limit switch to measure discrete positions and a digital encoder. No lever arm or other direct indicating limit switches will be included in the design.
5. Only manual auxiliary operation is assumed.
6. The hoist will use manufacturer provided enclosed reducers and other machinery components and avoid custom-designed elements where possible. Open gearing will not be provided unless loading exceeds off-the-shelf enclosed reducers.
7. Machinery covers will be performance specified on all exposed rotating elements.
8. The hoist will be designed per EM-2610 to withstand the locked rotor torque of the motor. No load limiting systems will be included. Custom wound motors, to limit maximum torque, may be considered depending on sizing of machinery and design limitations.

2.4.4 Hoist Replacement Electrical Design

As a subconsultant to Schnabel, H2E, Inc. will provide electrical engineering between the switchgear adjacent to the spillway (left side) and each gate actuator. Electrical engineering will include design of the power supply and controls. The electrical design scope is anticipated to result in the following drawings:

1. Network Diagram – interface of VFD communication with existing network (1 drawing)
2. One-line Diagram Updates (1 drawing)
 - a. Distribution to existing 480V Panelboard will remain as is, however VFDs will be added along with new Gate Motors
3. Load List (1 drawing)
4. Control & Instrument Device List (I/O List) (1 drawing)
5. Cable/Conduit/Tray Schedule (Power & Control) (1 drawing)
6. Cable Block Diagram (1 drawing)
7. Vendor Coordination and Review - VFDs
8. Electrical Equipment Plans (8 drawings)
 - a. Equipment Locations
 - b. Diagrammatic Raceway Routing
 - c. Equipment Grounding per NEC
 - d. Dam Lighting
9. Control Drawings – for 8 Gates (9 drawings)
 - a. Gate Control Station Layouts/Bill of Materials (8 Bill of Materials)

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- i. Local pushbuttons for Gate Motor Starter
 - b. Gate Control Schematics (8 drawings)
 - c. Gate Control/Starter Wiring (8 drawings)
 - i. For each Gate, anticipate Hand/Off/Auto, Raise, Lower, Travel Limit Switches, Load Cells, and Tension
10. Sensors
- a. VFD Control Schematics/Wiring (8 drawings)

Bid and Construction Phase (2027):

1. Responses to bidder questions during bidding: up to 16 hours
2. Responses to RFI questions during construction in 2027: up to 24 hours
3. Review of contractor submittals in 2027: up to 36 hours

Assumptions:

1. Scope is based upon walkdown with Schnabel and the City of Spokane as well as provided documents and drawings by the City of Spokane.
2. Scope is limited to H2E's understanding of the requirements, as reflected in the ETO herein. If additional scope is required, H2E will coordinate with Schnabel/City of Spokane to determine the path forward.
3. Scope Exclusions:
 - a. The City of Spokane has indicated there are no changes to remote pushbutton/SCADA control. Scope is limited to changes in Local Control.
 - b. The PLC Cabinet will not be modified as part of this scope, except for new I/O added for Gate Control. The PLC Cabinet is undergoing modernization under a separate project.
 - c. No changes to existing Spillway Dam Controls/Emergency Generator Room Local Control Panel, including the existing Gate Position displays.
 - d. No changes in Spillway Emergency Power.
 - e. No changes in existing power distribution outside of Gate Motor Power and Control.
4. PLC Programming to be performed by The City of Spokane.
5. No procurement services or supply of equipment or hardware form part of this scope.
6. No Acceptance Testing or Startup/Commissioning services form part of this scope. Startup/Commissioning requirements will be outlined in the technical specifications to be provided by the contractor and/or supplier.
7. Electrical plan will accommodate gate installations occurring at different times.

2.4.5 Concrete Repairs

General areas of concrete repair will be identified from the initial site visit and 3D point cloud scan. Typical details – one for shallow repairs and one for deep repairs – will generally apply. Areas on the abutment walls, piers, and spillway face requiring shallow and deep repairs will be identified in the drawings. Repair details will include the necessary removal directions, anchorages, and materials to replace missing, deteriorated, and/or delaminated surface concrete.

A general tabulation of repair quantities will be developed based on the field inspection. As constructed repair quantities may deviate from the initial bid tabulation based.

The following design standards will be referenced in the development of the repair approach:

- ACI 311.7 Specification for Inspection of Concrete Construction (2018)
- ACI MNL-2(19) Manual of Concrete Inspection (2019)
- ACI 562-25 Code Requirements for Assessment, Repair, and Rehabilitation of Existing Concrete Structures and Commentary (2025)
- USACE EM-1110-2-2002 Evaluation and Repair of Concrete Structures (1995)
- US Bureau of Reclamation (USBR) Guide to Concrete Repair (2015)

Assumptions:

1. Concrete repairs will be surficial. Repair design will include removal of deteriorated concrete and include anchorage – as needed – to competent underlying concrete. The repair design will gross concrete member section is acceptable (i.e. the concrete section's capacity to resist applied moment and shear load has not been impacted by identified deterioration). No global stability or strength analysis or design will be included as part of the concrete repair design.

2.4.6 Left Bank Seepage Mitigation

The intention of the left bank seepage mitigation design is not to eliminate or cutoff seepage through the left bank. Adding a defensive measure for internal erosion and enhancing surveillance and monitoring will be the design objectives. Therefore, the design will focus on filtering, collecting, and measuring seepage through the left bank. To aid in the design, a seepage analysis coupled with an internal erosion evaluation will be performed. The evaluation will maximize the use of existing information, but an intrusive field investigation may be required to advance the evaluation and design. The design of the seepage mitigation will adhere to the following design standards:

- USACE EM 1110-2-1901 Seepage Analysis and Control for Dams (1993); Appendix D: Filter and Drain Design and Construction
- FERC Guidelines for Drilling and Near Embankment Dams and Their Foundations (2016)
- FERC Engineering Guidelines for the Evaluation of Hydropower Project: Chapter 4 Embankment Dams (2006)
- USACE EM 1110-2-2300 General Design and Construction Considerations for Earth and Rock-Fill Dams (2004)
- US Bureau of Reclamation (USBR) Design Standards No. 13: Embankment Dams, Chapter 5: Protective Filters

Assumptions:

1. A FERC approved Drilling Program Plan (DPP) will be required for an intrusive field investigation program. Schnabel will prepare the DPP for approval by the City and FERC.
2. Steady-state seepage analyses will be performed on a maximum of three cross sections.
3. Limited slope stability analysis will be performed to verify the construction and implementation of the proposed seepage collection system will not significantly impact the stability of the embankment. This analysis will not serve as analysis of record.
4. This estimate will be refined as the design progresses and mutually agreed upon prior to initiating work.

5. No drilling will be performed in the existing fuse plug.

2.4.7 Agency Permit Application Preparation and Submittal

As a subconsultant to Schnabel, Kimley-Horn (KH) will provide permit support on this project. Their base environmental scope will include:

1. Desktop environmental constraints memorandum, including review of publicly available environmental databases, environmental site records review for potential contamination, mapping, permit matrix, permitting schedule, and regulatory strategy.
2. Environmental comments on the 30%, 60%, 90%, and 100% percent design deliverables.
3. Preparation of FERC letter request for designation as non-Federal representative for Section 106 consultation; preparation of letter and meeting support for DAHP and tribal consultation. Up to 30 hours of tribal consultation support are included in this scope of work and additional support can be provided at hourly rate.
4. Development of technical studies required for SEPA and/or permit applications including:
 - a. Project description
 - b. Habitat/aquatic resources assessment and reconnaissance-level biological surveys
 - c. Cultural resources assessment including background research, fieldwork, and historic property inventory form preparation
5. Preparation of the State Environmental Policy Act (SEPA) Review checklist using ecology's template and the aforementioned technical studies as attachments.
6. Preparation of an Environmental Questionnaire and environmental documentation necessary to prepare CWIFP loan application documents on behalf of the City and obtain coverage under the Programmatic Environmental Assessment and FONSI for the loan program. Assumes approximately 54 hours of support for this task and that no project-specific EA will be necessary for NEPA compliance.
7. Preparation of all interim submittals, applications, documentation, and response to comments/resubmittals leading up to issuance/project approval by permitting agencies.

SEPA Checklist Assumptions:

1. Two rounds of review by the City prior to finalizing the SEPA checklist. If additional effort is required beyond the budgeted amount, Kimley-Horn can prepare an additional scope and fee.
2. The City will make and issue a significance determination and be responsible for completing any necessary public and agency notifications and consultations.
3. Determination of Nonsignificance (DNS) will be made and the City will retain the DNS after considering all timely comments received.
4. SEPA does not require preparing responses to comments received during the comment period; therefore, comment responses are not included in this scope.
5. Includes up to two 1-hour phone calls with the City and the Client to coordinate SEPA review and processing. SEPA review costs will be paid by Schnabel or the City.
6. NEPA document will not need to be prepared. Should the project trigger the need for a NEPA document, a separate scope and fee can be provided.

Assumptions for Base Environmental Scope:

City of Spokane
Scope of Work for Engineering Services for Upriver Dam Spillway Rehabilitation

1. Project will be obtaining funding through USACE's CWIFP loan program and the USACE will have sufficient control over how funds are used such that compliance with the National Environmental Policy Act will be required. This scope assumes that the USACE will agree that this project falls within the parameters established by the CWIFP's Programmatic EA and that a project-specific EA will not be necessary.
2. The scope does not include preparation of an Aquatic Resources Delineation Report, Biological Assessment, or formal consultation with USFWS under Section 7 of the Endangered Species Act or WDFW. Should formal consultation be required, Kimley-Horn can provide such services at an additional scope and fee.
3. Kimley-Horn assumes that we will be allowed appropriate access to all areas of the site and that the site reconnaissance shall be conducted as a single event.
4. Inclement weather, hazardous conditions, and site access issues will not prevent access to the site.
5. Areas to be surveyed are free of dense vegetation that would inhibit safe pedestrian movement; the ground surface is accessible to field personnel and their tools.
6. This scope accounts for the new recordation of up to five cultural resources within the Area of Potential Effects (APE) on the applicable Washington site record forms, as well as a site update for the dam.
7. Recordation or evaluation of cultural resources outside of the APE are excluded from this scope.
8. This scope excludes any subsurface excavation for inventory or evaluation of archaeological resources.
9. This scope includes only the evaluation of the survey area as provided by the Client. The scope does not include species specific protocol surveys or protected species permitting.
10. The current scope and budget do not address any additional archaeological surveys that may be required if the Project footprint expands or staging areas are added to the project or monitoring that may be required during construction (see Base + Scenario below).
11. If requested, Kimley-Horn will coordinate and lead a regulator site visit such as a USACE jurisdictional determination (JD) verification site visit. USACE Seattle District personnel may request to visit the study area to verify aquatic resource boundaries and classifications to inform JD issuance. Kimley-Horn will coordinate, as needed, through e-mails, telephone conversations, and follow-up letters/documentation, and provide any information requested or required by the regulator to conduct the site visit and fill associated data gaps. Similarly, one of the requirements of the CWIFP loan is that the CWIFP team may conduct compliance site visits during construction. Costs associated with these optional tasks are included in the contingency tasks described below.
12. The proposed project will qualify for a Nationwide Permit and not require a Section 401/404 Individual Permit.
13. Preparation of permit applications and conducting agency meetings
14. Coordination with agencies such as the Department of Ecology, Department of Natural Resources, DAHP, U.S. Army Corps of Engineers, WDFW, USFWS/NOAA Fisheries, and Spokane County, as required. We assume preparation of one JARPA and up to 70-hours of permit support. Kimley-Horn will complete the JARPA form through the Office for Regulatory Innovation & Assistance (ORIA) to apply for required federal, state, and local environmental permits. Completion of the JARPA form includes preparing a complete application package to submit to each agency. An application package includes construction drawings, site and vicinity maps, site photographs, SEPA decision letter, wetland delineation report, mitigation plan, and any

exemption documentation that may be applicable. The JARPA form can be used to apply for the following permits, some or all of which may be required for the proposed project:

- a. Federal: USACE Clean Water Act Section 10 and Section 404 Permits
- b. Federal: USCG Private Aids to Navigation
- c. State: Washington Department of Ecology Section 401 Water Quality Certification
- d. State: Washington Department of Fish and Wildlife Hydraulic Project Approval
- e. State: Washington Department of Natural Resources Aquatic Use Authorization
- f. Local: Shoreline Substantial Development Permit
- g. Local: Shoreline Condition Use Permit
- h. Local: Shoreline Variance
- i. Local: Shore Exemption

A Water Quality Monitoring Plan and Aquatic Resources Mitigation plan are not included.

Contingency Tasks: Based on the results of the desktop and regulatory assessment in Task 2, and design scope described herein, additional environmental services may be required including the following tasks:

- Formal Aquatic Resources Delineation and Report
- Phase I Environmental Site Assessment
- Additional biological and archaeological surveys
- NPDES Construction Stormwater Permit and SWPPP (if ground disturbance of one acre or more)
- Regulatory Site Visits for the USACE jurisdictional determination and CWIFP compliance inspection, if required.

The additional costs associated with these additional tasks are approximately \$75,000.

2.5 Bidding Support

Bid support will include development of bid items and quantities, facilitation of an onsite pre-bid meeting, answering bidder questions (up to 32 hours assumed), and review of contractor bid packages. Construction quantities will be supplied for each drawing deliverable.

Assumptions:

1. The City of Spokane will develop non-technical contract specifications; Schnabel will provide requested design and construction information.
2. The City will facilitate an e-bid session (or equivalent)

2.6 Construction Support

Non-field time will be included to support the beginning of construction. Field observation will be negotiated under a separate contract. The current scope and budget includes:

- Facilitation of a virtual pre-construction meeting including development of agenda, running the meeting, and following meeting notes
- Up to 32 hours of RFI review and response

City of Spokane
Scope of Work for Engineering Services for Upriver Dam Spillway Rehabilitation

- Up to 80 hours of shop drawing review and response

3.0 SCHEDULE

The anticipated schedule for this project is shown in Attachment A to this letter.

Assumptions:

1. Notice to proceed is provided on or by 12/19/2025.
2. The City will provide all review comments in writing within 2 weeks of submittal.
3. Agency reviews are 90 days or less at the 60% and 100% design phases.

4.0 PROJECT FEES

Our fees are summarized below in Table 4-1 and are for the specific scope of services detailed herein. The fee for work requested beyond the scope of services included herein will be based on our current unit prices at the time the work is authorized. Our current Schedule of Personnel Fees is included as Attachment B.

Table 4-1 Project Design Fees

Task Name	Reference Section	Labor Fees	Travel Expenses	Equipment Expenses	Subconsultant Fees	Total
Inspection	2.2, 2.3	\$88,500.00	\$7,300.00	\$3,000.00	\$4,700.00	\$103,500.00
Admin & Meetings	2.1	\$119,700.00	\$8,300.00	\$0.00	\$0.00	\$128,000.00
Gate Replacement ¹ (Structural)	2.4.1	\$220,300.00	\$0.00	\$0.00	\$0.00	\$220,300.00
Load Rating (Structural)	2.4.2	\$12,400.00	\$0.00	\$0.00	\$0.00	\$12,400.00
Concrete Repairs (Structural)	2.4.3	\$65,300.00	\$0.00	\$0.00	\$0.00	\$65,300.00
Hoist Replacement (Mechanical)	2.4.4	\$75,800.00	\$1,500.00	\$0.00	\$0.00	\$77,300.00
Hoist Replacement (Electrical)	2.4.5	\$0.00	\$0.00	\$0.00	\$108,000.00	\$108,000.00
Left Bank Seepage Mitigation	2.4.6	\$138,600.00	\$0.00	\$0.00	\$0.00	\$138,600.00
Permitting	2.4.7	\$0.00	\$0.00	\$0.00	\$176,200.00	\$176,200.00
Bidding Support ²	2.5	\$3,700.00	\$0.00	\$0.00	\$0.00	\$3,700.00
Construction Support ²	2.6	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00
Base Total		\$642,300.00	\$9,800.00	\$0.00	\$284,200.00	\$936,300.00
Land Survey	2.2.1	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
Left Bank Seepage Mitigation (drilling/testing)	2.4.6	\$83,000.00	\$7,900.00	\$0.00	\$208,000.00	\$298,900.00
Permitting (for left bank construction)	2.4.7	\$0.00	\$0.00	\$0.00	\$74,500.00	\$74,500.00
Contingency Total		\$83,000.00	\$7,900.00	\$0.00	\$292,500.00	\$383,400.00
Grand Total		\$813,800.00	\$25,000.00	\$3,000.00	\$581,400.00	\$1,423,200.00

Notes:

- 1) Including access gate access platform and spillway stilling basin ladder access.
- 2) Schnabel only. H2E and Kimley-Horn bid and construction support budget included in their fee.

5.0 CONTRACT TERMS AND CONDITIONS

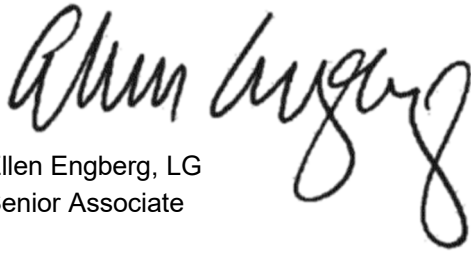
We understand the City of Spokane's Terms and Conditions included in Attachment 1 of RFQu 5417-25 will apply to services to be provided under this proposed agreement.

The city of Spokane travel policy (ADMIN 0410-24-04) shall apply to this contract.

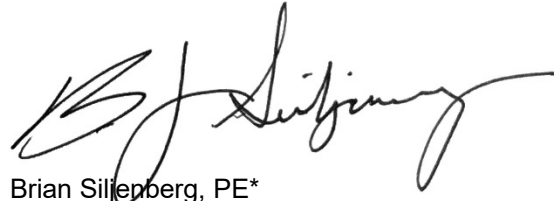
If, in the City's judgment, it would be more efficient or cost effective, the City reserves the right to perform some of the above tasks on the project. For example, the City may elect to do the surveying and/or environmental permit preparation and/or review.

City of Spokane
Scope of Work for Engineering Services for Upriver Dam Spillway Rehabilitation

SCHNABEL ENGINEERING, LLC



Ellen Engberg, LG
Senior Associate



Brian Sillenber, PE*
Project Manager/Point of Contact
(*ME, MI, MN, WI, WV, WA pending)

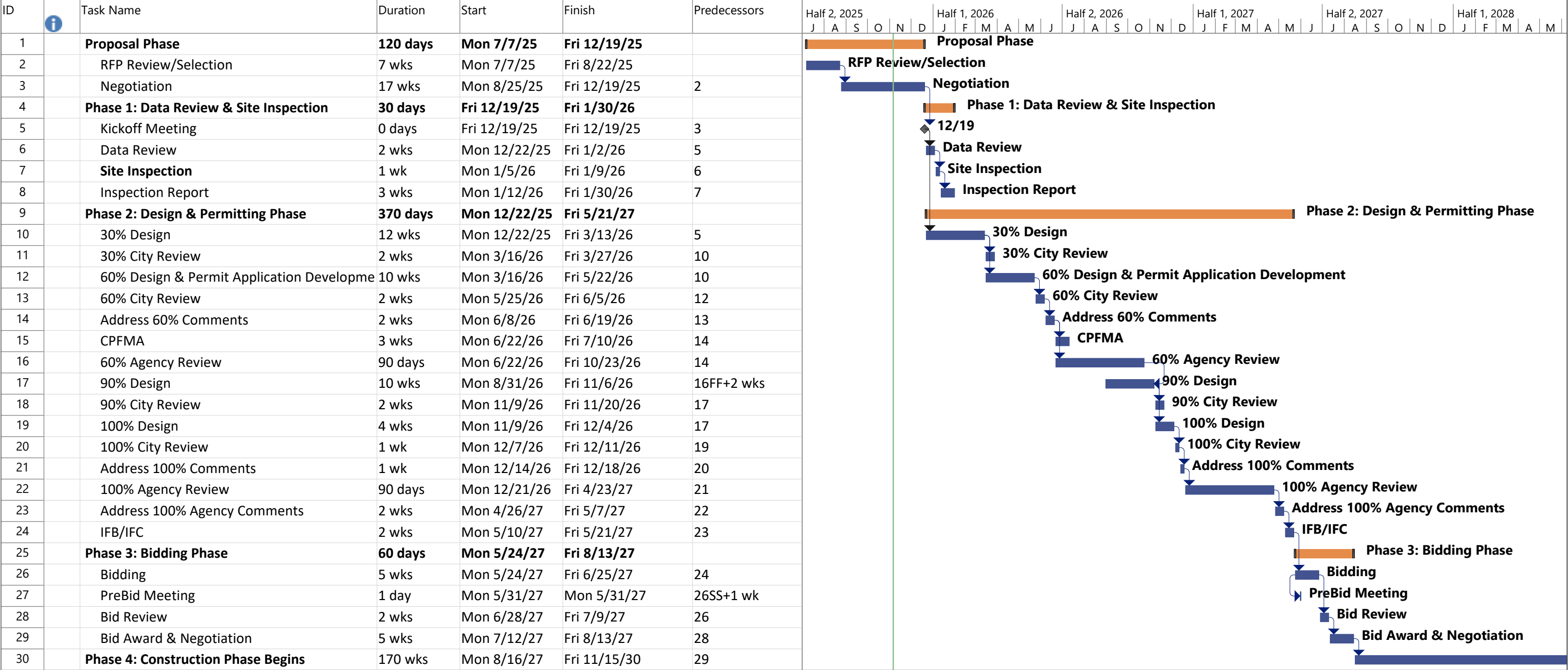
Attachments:

Attachment A: Project Schedule

Attachment B: 2025 Schnabel Rate Sheet



City of Spokane
Spokane, WA
Upriver Dam Gate Replacement and other Repairs





SCHEDULE OF PERSONNEL FEES – SEATTLE, WASHINGTON
Effective until December 31, 2025

Senior Consultant	\$348.00	/hr
Principal	\$336.00	/hr
Senior Associate	\$305.00	/hr
Associate	\$270.00	/hr
Senior Engineer/Scientist	\$230.00	/hr
Project Engineer/Scientist	\$201.00	/hr
Senior Staff Engineer/Scientist	\$173.00	/hr
Staff Engineer/Scientist/Technologist	\$154.00	/hr
Senior Technician II (see note 3)	\$140.00	/hr
Senior Technician I (see note 3)	\$118.00	/hr
Technician III (see note 3)	\$103.00	/hr
Technician II (see note 3)	\$85.00	/hr
Technician I (see note 3)	\$73.00	/hr
CADD III	\$158.00	/hr
CADD II	\$146.00	/hr
CADD I	\$119.00	/hr
Clerical/Admin	\$103.00	/hr

NOTES:

1. Personnel fees will be based upon the actual hours charged times the appropriate hourly rate.
2. Travel by auto to and from jobs will be charged at the current IRS prevailing rate. Travel by air or rail, lodging and meal expense for personnel in the field will be billed at cost.
3. Subcontractors and other non-labor project expenses are marked up 4% to cover the cost of handling, insurance and overhead.



STATE OF
WASHINGTON

BUSINESS LICENSE

Limited Liability Company

SCHNABEL ENGINEERING, LLC
STE 350
16300 CHRISTENSEN RD
TUKWILA WA 98188-3422

TAX REGISTRATION - ACTIVE

Issue Date: Oct 10, 2025

Unified Business ID #: 603554841

Business ID #: 001

Location: 0001

Expires: Oct 31, 2026

CITY/COUNTY ENDORSEMENTS:

NORTH BEND GENERAL BUSINESS - NON-RESIDENT #024366.0 - ACTIVE

SPOKANE GENERAL BUSINESS - NON-RESIDENT - ACTIVE

TUKWILA GENERAL BUSINESS - ACTIVE

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

Director, Department of Revenue

UBI: 603554841 001 0001

SCHNABEL ENGINEERING, LLC
STE 350
16300 CHRISTENSEN RD
TUKWILA WA 98188-3422

TAX REGISTRATION - ACTIVE
NORTH BEND GENERAL BUSINESS -
NON-RESIDENT #024366.0 - ACTIVE
SPOKANE GENERAL BUSINESS -
NON-RESIDENT - ACTIVE
TUKWILA GENERAL BUSINESS -
ACTIVE

STATE OF WASHINGTON

Expires: Oct 31, 2026



Director, Department of Revenue

IMPORTANT!

PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE POSTING THIS LICENSE

General Information

Post this Business License in a visible location at your place of business.

If you were issued a Business License previously, **destroy the old one and post this one in its place.**

Login to My DOR at dor.wa.gov if you need to make changes to your business name, location, mailing address, telephone number, or business ownership.

Telephone: 360-705-6741

Endorsements

All endorsements should be renewed by the expiration date that appears on the front of this license to avoid any late fees.

If there is no expiration date, the endorsements remain active as long as you continue required reporting. Tax Registration, Unemployment Insurance, and Industrial Insurance endorsements require you to submit periodic reports. Each agency will send you the necessary reporting forms and instructions.

For assistance or to request this document in an alternate format, visit <http://business.wa.gov/BLS> or call (360) 705-6741. Teletype (TTY) users may use the Washington Relay Service by calling 711.

BLS-700-107 (07/27/20)



SCHNENG-01

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/5/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
INSURED Schnabel Engineering, LLC 16300 Christensen Rd Suite 350 Seattle, WA 98188	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company of America, A++, XV		25674
	INSURER B: Travelers Casualty and Surety Company A++. XV		19038
	INSURER C: Allied World Surplus Lines Insurance Co. A+ XV		24319
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			P-630-2Y493523	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			810-2Y384459	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-2Y554397	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	UB-B641906A	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			03147536	7/1/2025	7/1/2026	Per Claim 1,000,000
C	Professional Liab.			03147536	7/1/2025	7/1/2026	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Engineering Design and Construction Management Support Services for Upriver Dam Spillway Gates project (RFQu #6417-25)

City of Spokane, its officers and employees are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Spokane – Purchasing Department
915 N. Nelson Street
Spokane, WA 99202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Schnabel Engineering, LLC 16300 Christensen Rd Suite 350 Seattle, WA 98188
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Discussion**Date Rec'd**

11/12/2025

Clerk's File #**Cross Ref #**

LGL 2023-0029

Project #**Council Meeting Date:** 12/08/2025**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

MARLENE FEIST 509-625-6505

Requisition #**Contact E-Mail**

MFEIST@SPOKANECITY.ORG

Agenda Item Type

Resolutions

Council Sponsor(s)

BWILKERSON KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

PUBLIC RULE UPDATE TO WATER/WASTEWATER GFC'S

Agenda Wording

Public Rule 5200-23-01 update to General Facility Charges (GFCs) relating to Affordable Housing.

Summary (Background)

For background, Water and Wastewater GFCs are fees to recover an equitable share of the costs of infrastructure and capital improvements necessary for providing water and wastewater services to new or expanded developments. GFCs are one-time fees paid when a new development connects to the City's existing utility systems, or when an existing development significantly increases its water or wastewater usage. This resolution updates Public Rule 5200-23-01 to provide more clarity for Water and Wastewater General Facilities Charges (GFCs) - Incentives, Waivers & Offsets, specifically around implementation. The update to the public rule accomplishes several things: 1. It reorganizes the contents of the rule 2. It defines different GFC incentives and conversions 3. It clarifies the amounts of GFCs owed if the qualifications for an incentive are not met/lost 4. It outlines implementation of the permissive waiver

What impacts would the proposal have on historically excluded communities?

Public works services and projects are designed to serve all citizens and businesses. We strive to offer a consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

This work is consistent with annual budget strategies to limit costs and approved projects in the 6-year CIP.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget?		N/A	
Total Cost	\$		
Current Year Cost	\$		
Subsequent Year(s) Cost	\$		
<u>Narrative</u>			
Amount		Budget Account	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		N/A	
Funding Source Type		Select	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		N/A	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	FEIST, MARLENE		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
mfeist@spokanecity.org		caveryt@spokanecity.org	
eschoedel@spokanecity.org		rhulvey@spokanecity.org	
mmarroquin@spokancity.org		nsulya@spokanecity.org	

RESOLUTION REGARDING PUBLIC RULE FOR GENERAL FACILITIES CHARGES

A resolution regarding adoption ~~amendment~~ of the City of Spokane's Public Rule for Wastewater and Water General Facilities Charges and Incentives.

WHEREAS, the City of Spokane Wastewater Management Department General Facilities Charges (GFC) are contained in the Spokane Municipal Code (SMC) 13.03.0730, 13.03.0732, and 13.03.0734; and

WHEREAS, the City of Spokane Water and Hydroelectric Department Water GFCs are contained in SMC 13.04.2040, 13.04.2042, and 13.04.2044; and

WHEREAS, on March 5, 2024, the Spokane City Council approved the Public Rule entitled General Facilities Charges – Incentives, Waivers, and Offsets which set out the protocol for municipal utilities to identify alternative non-utility funds before agreeing to waive or offset any connection charges, as provided for is SHB 1326 and codified in RCW 35.92.385; and

WHEREAS, SHB 1326, codified in RCW 35.92.385 allow for a municipal utility to waive connection charges for specified properties, such as development of emergency shelter, transitional housing, permanent housing or affordable housing so long as the waived charges are funded using general funds, grant dollars, or other identified non-utility revenue stream; and

WHEREAS, the Washington State Legislature enacted ESB 5662, codified in RCW 35.92.385, effective July 27, 2025, allows for connection charges to be ~~deterred~~ deferred so long as the property is maintained and covenanted in perpetuity as affordable housing pursuant to RCW 36.70A.030(5); and

WHEREAS, the City's Public Rule established March 5, 2023, and amended October 6, 2025, is in need of update to provide ~~for the Permissive Waivers removal of conflicting terms, and clarify terms regarding implementation of the Public Rule for GFC incentives and offsets, consistent with state law;~~ and

WHEREAS, the City of Spokane Public Rule regarding GFC Incentives and offsets, is attached and available to members of the public to review and comment, attached hereto as Attachment "A".

-- NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPOKANE that the City Council hereby approves and supports the PUBLIC RULE AND PROCEDURE

REGARDING THE GENERAL FACILITIES CHARGES INCENTIVES AND OFFSETS, as contained in Attachment "A".

ADOPTED by City Council this ____ day of _____, 2025.

City Clerk

Approved as to form:

Assistant City Attorney

ATTACHMENT "A"

CITY OF SPOKANE PUBLIC WORKS DIVISION/ DEVELOPMENT SERVICES PUBLIC RULE	RULE 5200-25-01 LGL 2023-0029 RES 2025-((0059))
TITLE: GENERAL FACILITY CHARGES – INCENTIVES, WAIVERS AND OFFSETS	
EFFECTIVE DATE: MARCH 5, 2024 REVISION EFFECTIVE DATE: ((October 6, 2025)) <u>January 1, 2026</u>	

1.0 GENERAL

- 1.1 The City of Spokane Public Works Division establishes the following Public Rule, policy, and procedures for General Facility Charges (GFC) incentives, waivers, and offsets.

This Public Rule relates to the requirement for municipal utilities to identify alternative non-utility revenues or funds before agreeing to waive or offset any connection charges. SHB 1326, enacted and effective July 23, 2023, allows connection charges to be waived or offset for properties owned or developed for purposes of providing emergency shelter, transitional housing, permanent supportive housing, or affordable housing, provided that a separate non-utility source of revenue such as general funds, grant dollars or other identified revenue stream is identified. This Public Rule outlines the parameters of how such offsets or waivers will be identified and awarded.

Additionally, ESB 5662, enacted and effective July 27, 2025, codified in RCW 35.92.385 allows for connection charges to be deferred (“Permissive Waiver”) so long as the property is maintained and covenanted in perpetuity as affordable housing pursuant to 36.70A.030(5).

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 Public Rule shall apply to the City of Spokane Development Services Center, Wastewater Management Department, Water and Hydroelectric Department, Integrated Capital Department, Engineering Services Department, and the Planning and Economic Development Department.

3.0 REFERENCES

Spokane Municipal Code (SMC) Chapter 08.07D
Spokane Municipal Code (SMC) Chapter 08.15
Spokane Municipal Code (SMC) Chapter 13.03
Spokane Municipal Code (SMC) Chapter 13.04
Spokane Municipal Code (SMC) Chapter 17C.300
Ordinance C-36369 and C-36372
RCW 35.92.380
RCW 35.92.385

4.0 DEFINITIONS

4.1 “Conversion” means the period in time when the property(ies) no longer meet the requirements qualifying it/them for GFC incentives, i.e., the property(ies) are no longer serving as affordable housing.

4.2 “Deferral” means that payment of GFC charges is delayed until the end of the duration outlined by the funding source that qualifies a project for deferral (e.g., 20-year MFTE). Deferred GFC charges may be permanently deferred as outlined in Section 6.2.1-6.2.3.

4.3 “GFC Charges” means those charges set forth in SMC 13.03.0734 and SMC 13.04.2044 as may be amended from time to time by the City and/or the Engineering News-Record Index (ENR) calculated by City Staff, from October to October for the previous year. The initial ENR index will occur prior to March 5, 2024, after which this annual increase will occur January 1, 2025, and occur each January 1 thereafter.

4.4 “Offset” means the amount of GFC charges that are paid by an external, non-utility funding source.

5.0 POLICY

5.1 It is the Policy of the City of Spokane not to waive GFC Charges without prior identification of a non-utility revenue stream such as general fund dollars or grant funds.

- 5.2 Any offset or deferral of the developer's cost of the GFC shall be replaced with funds from non-utility revenue sources, such as grant dollars or other general fund revenues.
- 5.3 Such offset or deferral must be clearly identified and paid by the other source at time of application for connection, application for a building permit, or as otherwise ordered by the Director of Public Works.
- 5.4 In limited circumstances defined in 6.2 below, some affordable housing projects may receive a "permissive waiver" of a portion of GFC charges without payment by a non-utility revenue stream in return for the placement of a 50-year covenant to retain specific affordability requirements.

6.0 PROCEDURES

~~((6.1—(Affordable Housing.~~

~~In response to the ongoing local and national housing crisis, fifty percent (50%) of a project's GFC Charges may be deferred or offset for the construction of affordable housing as defined in RCW 36.70A.030(5). Deferred or offset fees shall be paid by an identified alternative revenue source at the time GFC Charges are due. The remainder shall be paid by the developer. Projects that qualify for the affordable housing deferral or offset shall meet one of the following criteria:~~

- ~~6.1.1—For a project that qualifies for the twelve-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twelve-year period may have fees permanently offset at the end of the twelve-year period.~~
- ~~6.1.2—For a project that qualifies for the twenty-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twenty-year period may have fees permanently offset at the end of the twenty-year period.~~
- ~~6.1.3—For a project that qualifies for the sales and use tax exemption under the Sales and Use Tax Deferral Program for Affordable Housing as described in SMC 08.07D, GFC Charges subject to this rule shall be deferred for the life of the sales and use tax exemption. Projects that maintain qualifying status for the entire ten-year period may have fees permanently offset at the end of the ten-year period.~~

- ~~6.1.4 For projects that qualify for the use of funds from the Sales and Use Tax for Housing and Housing Related Supportive Services as described in chapter 08.07D SMC, GFC Charges subject to this rule may be offset.~~
- ~~6.1.5 For projects receiving funding through state, or federal programs for affordable housing, fees under this section may be offset.~~
- ~~6.1.6 For projects to build owner-occupied property with a covenant to limit sales to low-income households earning no more than 80 percent of the area median income, fees under this section may be offset, so long as affordability is retained for a minimum of 50 years.))~~

6.1 “Permissive Waiver” of some GFC Charges; Conditions of Waiver

- 6.1.1 A “Permissive Waiver” allows for a waiver of some GFC charges without a specific non-utility funding source in return for a 50-year covenant to limit sales or leases to low-income households and other requirements.
- 6.1.2 A permissive waiver of 50% of GFC Charges that would be regularly charged may be granted by the City for owner-occupied properties with a covenant that limits sales to low-income households earning no more than 80 percent of the area median income.
- 6.1.3 A permissive waiver of 50% of GFC Charges that would be regularly charged may be granted by the City for rental properties with a covenant to limit leases to low-income households earning no more than 60 percent of the area median income.
- 6.1.4 For multi-family residential projects that include housing units with both qualified, affordable units and non-qualified units, the permissive waiver will be pro-rated accordingly. For example, if a project has 10 units, but only half of them meet the requirements, the permissive waiver would equal half of the original 50% permissive waiver.
- 6.1.5 An additional permissive waiver in the amount of 25% of GFC Charges for rental or owner-occupied properties that meet the requirements listed in 6.21.2 and 6.21.3 if the project completes an application for a Washington State Department of Commerce Connecting Housing to Infrastructure Program (CHIP) grant to pay for such GFC charges but does not receive a CHIP grant award because of lack of available funds. Again, the additional waiver will be pro-rated for multi-family projects that include both qualified and non-qualified units as in 6.21.4.
- 6.1.6 Any covenant satisfying the requirements of the above Sections 6.21.2 and

6.21.3 shall, at least, contain explicit restrictions that include:

1. Price restrictions and household income limits as defined in 6.21.2 and 6.21.3.
2. A provision that specifies that if the property is converted to a use other than as set forth in 6.2, the property owner must pay the applicable General Facilities Charges at the rate in effect at the time of conversion.
3. Maintenance and habitability. The owner shall maintain all residential rental units and all tenant-serving facilities in a state of good repair and in continuous compliance with SMC 17F.070.400.

6.1.7 All Covenants required under 6.21 shall be recorded with the Spokane County Auditor. At such time as a property receiving a permissive waiver is no longer operating under the eligibility requirements, all GFC connection charges for the properties are immediately due and payable to the City's water and wastewater utilities as a condition of continued service. The amount owed would be equal to the GFC rates in effect at the time of the change.

6.1.8 GFCs for fire service are not eligible for the permissive waiver

6.2 ~~Affordable Housing Other GFC Incentives.~~

In response to the ongoing local and national housing crisis, fifty percent (50%) of a project's GFC Charges may be deferred or offset for the construction of affordable housing as defined in RCW 36.70A.030(5). Deferred or offset fees shall be paid by an identified alternative non-utility revenue source at the time GFC Charges are due. The remainder shall be paid by the developer. Projects that qualify for the affordable housing deferral or offset shall meet one of the following criteria:

6.2.1 For a project that qualifies for the twelve-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twelve-year period may have fees permanently offset at the end of the twelve-year period.

6.2.2 For a project that qualifies for the twenty-year exemption under the Multiple Family Housing Property Tax Exemption as described in SMC 08.15.090, GFC Charges subject to this rule may be deferred for the life of the property tax exemption. Projects that maintain qualifying status for the entire twenty-year period may have fees

permanently offset at the end of the twenty-year period.

6.2.3 For a project that qualifies for the sales and use tax exemption under the Sales and Use Tax Deferral Program for Affordable Housing as described in SMC 08.07D, GFC Charges subject to this rule shall be deferred for the life of the sales and use tax exemption. Projects that maintain qualifying status for the entire ten-year period may have fees permanently offset at the end of the ten-year period.

6.2.4 For projects that qualify for the use of funds from the Sales and Use Tax for Housing and Housing-Related Supportive Services as described in chapter 08.07D SMC, GFC Charges subject to this rule may be offset.

6.2.5 For projects receiving funding through state, or federal programs for affordable housing, fees under this section may be offset.

6.2.6 For projects to build owner-occupied property with a covenant to limit sales to low-income households earning no more than 80 percent of the area median income, fees under this section may be offset, so long as affordability is retained for a minimum of 50 years.))

6.3 Failure to Maintain Qualifications for Deferred GFC Charges.

A project with deferred GFC Charges that maintains qualifying status under 6.1 or 6.2 for the duration specified shall have the indicated amount of GFC Charges offset permanently at the end of the term. A project that fails to maintain qualifying status under 6.1 for the duration specified shall immediately repay all deferred GFC Charges to the City ~~or as funded initially~~ at the current rates (e.g., a project that qualifies for deferral in 2025 fails to maintain eligibility in 2030, GFCs are due at the 2030 rates).

6.4 Maximum Limit of Deferral or Offset under Section 6.1.

6.4.1 The maximum offset or deferral for a water GFC Charge shall be forty thousand (\$40,000) per project

6.4.2 The maximum offset or deferral for a sewer GFC Charge shall be twenty thousand dollars (\$20,000) per project.

6.4.3 There is no maximum limit for permissively waived water or sewer GFC charges.

6.5 Funding.

- 6.5.1 Offsets or deferrals shall be awarded on a first-come, first-served basis. When an identified alternative source of revenue is depleted, another revenue source must be identified or an offset or deferral shall not be awarded.
- 6.5.2 Some alternative sources of revenue, such as grant funds, may have additional restrictions on the use of funds. A project that qualifies for a deferral or offset under this rule may not qualify for any of the identified alternative sources of revenue. A project that fails to qualify under the limitations of available alternative sources of revenue shall not be awarded an offset or deferral.
- 6.5.3 Nothing in this Public Rule shall preclude the use of third-party sources of funding, such as grants, from contributing towards a project's GFC Charge.
- 6.6 Other incentives may be identified based on the project details, timing, state or local incentives upon approval of the Director of Planning and Economic Services Department.

7.0 RESPONSIBILITIES

The City of Spokane Wastewater Management Department, Water and Hydroelectric Department, the City of Spokane Integrated Capital Management Department, Engineering Services Department, and the City of Spokane Accounting Departments through the Planning and Economic Development Department shall administer this Public Rule.

APPROVED BY:

City Administrator

Date

Public Works Director

Date

City Attorney

Date

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Consent**Date Rec'd**

11/11/2025

Clerk's File #

OPR 2025-0689

Cross Ref #**Project #****Council Meeting Date:** 12/08/2025**Submitting Dept**

FLEET SERVICES

Bid #**Contact Name/Phone**

RICK GIDDINGS 625-7706

Requisition #

RE 20800

Contact E-Mail

RGIDDINGS@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

JBINGLE KKLITZKE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

AMENDMENT TO OPR 2025-0689 TO INCREASE COST

Agenda Wording

Fleet Services would like to amend OPR 2025-0689 to reflect a higher cost on OBD X-Treme Vac for the Street Department due to outdated and incomplete quote.

Summary (Background)

Prior quote for OBD X-Treme Vac had expired and did not include all necessary optional equipment and services. Existing OPR shows cost of \$169,963.70, amended cost is \$193,049.22 including taxes, delivery, and testing. Difference is \$23,085.52

What impacts would the proposal have on historically excluded communities?

None identified

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

Data will not be collected

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

Aligns with City Centralized Fleet Management Policy

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

N/A

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 23,085.52	
Current Year Cost		\$	
Subsequent Year(s) Cost		\$	
<u>Narrative</u>			
Additional cost includes equipment, delivery, sales tax, and testing			
Amount		Budget Account	
Expense	\$ 23,085.52	# 5110-71700-94440-56404-55040	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Funding Source		One-Time	
Funding Source Type		Reserves	
Is this funding source sustainable for future years, months, etc?			
Expense Occurrence		One-Time	
Other budget impacts (revenue generating, match requirements, etc.)			
Approvals		Additional Approvals	
<u>Dept Head</u>	GIDDINGS, RICHARD	<u>PURCHASING</u>	NECHANICKY, JASON
<u>Division Director</u>	BOSTON, MATTHEW		
<u>Accounting Manager</u>	ZOLLINGER, NICHOLAS		
<u>Legal</u>	HARRINGTON,		
<u>For the Mayor</u>	PICCOLO, MIKE		
Distribution List			
		RGIDDINGS@SPOKANECITY.ORG	
tprince@spokanecity.org		tbrazington@spokanecity.org	
fleetservicesaccounting@spokanecity.org			



SWS EQUIPMENT
6515 NIXON AVE
SPOKANE WA 99212

C/O SPOKANE
301 N NELSON STREET
SPOKANE WA 99202

Sourcewell #

2/5/2025

Sourcewell Contract # **112624-ODB**

SKU#

MSRP

DCL800SM25HL	X-TREME VAC BY ODB MODEL DCL800SM25HL	\$	141,161.88
	SOURCEWELL DISCOUNT 4%	\$	(5,646.48)
JD74PSM24	John Deere Diesel 74HP Final Tier 4	\$	13,407.26
	25 cubic yard		
	28" suction impeller with six 3/8" thick T-1 steel blades		
	3 groove power band belt driven		
	40 gallon polyethylene fuel tank		
	Electronic engine controls with safety shut downs		
	13" clutch assembly with 2.25" PTO shaft & safety engagement		
	Hydraulic hose boom powered by 12v electric/hydraulic pump		
	16x120" rubber suction hose w/steel nozzle. Straight intake ducting (Swivel intake is now an option!)		
	Boxed perforated radiator screen		
	Rear back up camera with 5.6" color screen (If ODB supplied chassis)		
	LED type DOT lights		
	2 amber LED oval flashers		
	Light bar on hopper with 4 front facing amber flashing LED lights		
33OPT	DCL bottom exhaust 25&30 box (Perf Screens Standard)	\$	10,725.22
2470XZ	Wireless CAN bridge between Cab and HL Body	\$	4,120.48
HLDEALERINST	Custom Engineered Factory Kit for Dealer Install	\$	3,200.00

Equipment Total: \$ 166,968.36

Pre-Delivery Inspection, Local delivery and Training: \$ 1,180.00

Installation of controls in chassis and testing : \$ 2,361.00

Freight : \$ 7,700.00

Total Price Offered To Sourcewell Member: \$ 178,209.36

Additional discount offered by local dealer: \$ (1,423.76)

Total Price Offered To Sourcewell Member with Additional discount: \$ 176,785.60

Make Purchase Orders Out To: ODB 5118 Glen Alden Dr, Richmond, VA 23231

Contact: MJ Dubois Phone: 410-924-1004 Email: MJDUBOIS@DUCOLLC.COM

Send copy of PO to: odbsales@odbco.com (Please include Delivery State in the subject line.)

**Agenda Sheet for City Council:****Committee:** PIES **Date:** 11/17/2025**Committee Agenda type:** Consent**Date Rec'd**

11/11/2025

Clerk's File #

OPR 2018-0556

Cross Ref #**Project #****Council Meeting Date:** 12/08/2025**Submitting Dept**

PUBLIC WORKS

Bid #**Contact Name/Phone**

CORIN MORSE 509-625-6855

Requisition #**Contact E-Mail**

CMORSE@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Council Sponsor(s)

KKLITZKE JBINGLE

Sponsoring at Administrators Request

NO

Lease? NO**Grant Related?** NO**Public Works?** NO**Agenda Item Name**

PAYMENT PROCESSING SERVICES SPOKANE COUNTY EXTENSION

Agenda Wording

Interlocal Agreement Extension with Spokane County Treasurer for Processing Paper form Payments of Utility Bills

Summary (Background)

The City partnered with the Spokane County Treasurer's Office to process Utility Billing payments that are in the form of a check. The Interlocal Agreement, OPR 2018-0556, began 10/5/2018 through 12/31/2021 and was extended with an expiration of 12/31/2025. This extension would add one additional year through 2026. While check payments generally have decreased, the City still regularly receives checks from customers who prefer not to use electronic payments. Additionally, if a customer pays via their bank's bill pay service who often issues a check. Currently 56.2% of our customers are on paperless billing. The total estimated cost per year is \$65,000, including processing, maintenance and software updates.

What impacts would the proposal have on historically excluded communities?

Public Works services and projects are designed to serve all citizens and businesses. We strive to offer consistent level of service to all, distribute public investment throughout the community, and respond to gaps in services identified in various City plans.

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

N/A

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

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

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

This work is consistent with annual budget strategies to limit costs and approves projects.

Council Subcommittee Review

Fiscal Impact			
Approved in Current Year Budget? YES			
Total Cost		\$ 65,000.00	
Current Year Cost		\$ 65,000.00	
Subsequent Year(s) Cost		\$ 65,000.00	
<u>Narrative</u>			
The continued partnership with the Spokane County Treasurer provides for business continuity and resiliency. The County uses industry standard equipment, zero unexpected delays and robust daily reporting.			
<u>Amount</u>		<u>Budget Account</u>	
Expense	\$ 65,000.00	# 5200 72700 38148 54201 9999	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Funding Source</u>		Recurring	
<u>Funding Source Type</u>		Select	
Is this funding source sustainable for future years, months, etc?			
<u>Expense Occurrence</u>		Recurring	
Other budget impacts (revenue generating, match requirements, etc.)			
<u>Approvals</u>		<u>Additional Approvals</u>	
<u>Dept Head</u>	FEIST, MARLENE		
<u>Division Director</u>	FEIST, MARLENE		
<u>Accounting Manager</u>	ALBIN-MOORE, ANGELA		
<u>Legal</u>	SCHOEDEL, ELIZABETH		
<u>For the Mayor</u>	PICCOLO, MIKE		
<u>Distribution List</u>			
mfeist@spokanecity.org		CMORSE@SPOKANECITY.ORG	
caveryt@spokanecity.org		eschoedel@spokanecity.org	
rhulvey@spokanecity.org		publicworksaccounting@spokanecity.org	
tax&licenses@spokanecity.org		mmarroquin@spokanecity.org	



City of Spokane

INTERLOCAL AGREEMENT EXTENSION

**Title: Interlocal Agreement between the City of Spokane
and the Spokane County Treasurer For Payment
Processing Services for the City Public Works Division**

This Interlocal Agreement Amendment / Extension is made and entered into by and between the **City of Spokane** ("City"), a Washington municipal corporation, and **Spokane County and the Spokane County Treasurer** ("County"), a political subdivision of the State of Washington, whose address is 1116 West Broadway Avenue, Spokane, Washington 99260, individually hereafter referenced as a "County", and together as the "Parties".

*WHEREAS, the Parties entered into that certain "Interlocal Agreement Between the City of Spokane and Spokane County" on October 1, 2018 (the "Interlocal Agreement"), a copy of which is attached hereto as **Exhibit "A"**, wherein Spokane County Treasurer will provide staff, equipment, and facilities to process check payments for the City of Spokane Public Works Division; and*

WHEREAS, a change or revision of the Work has been requested, and the parties agree to extend the term of the Interlocal Agreement, thus the original Interlocal Agreement needs to be formally Extended by this written document; and

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

1. INCORPORATION BY REFERENCE.

The Interlocal Agreement, dated October 5, 2018, is hereby incorporated by reference into this Interlocal Agreement Amendment / Extension as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Interlocal Agreement Amendment / Extension shall become effective on January 1, 2026, and shall run through December 31, 2028.

3. ADDITIONAL WORK.

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

1. The Data Sharing Agreement, attached hereto as "**Exhibit B**" is hereby incorporated by reference into this Interlocal Agreement as though written in full and shall remain in full force and effect except as provided herein.

2. Section 6 Miscellaneous:

- I. Disposition of Records and Data. All records, documents, work papers, and other materials created relevant to this Agreement will be retained in accordance

to each Party's respective retention schedule. The retention period for payments processed by the Spokane County Treasurer's office is six (6) years. Upon termination of this Agreement confidential information/data will be securely disposed of except as required to be maintained as required by the Party's records retention schedule or accounting purposes. Written certification of data disposition will be made available upon request of either Party.

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

APPROVED by the City of Spokane on _____, 202__.

CITY OF SPOKANE

By: _____
Name

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A - Interlocal Agreement Between the City of Spokane and Spokane County" on October 1, 2018

Exhibit B - The Data Sharing Agreement

U2025-101a

APPROVED by the County of Spokane, Spokane County Treasurer, on
_____202__.

BOARD OF COUNTY COMMISSIONERS

Mary L. Kuney, Chair

Josh Kerns, Vice-Chair

Al French, Commissioner

Amber Waldref, Commissioner

Chris Jordan, Commissioner

Attest:

Ginna Vasquez, Clerk of the Board

EXHIBIT “A”

EXHIBIT “B”

DATA SHARING AGREEMENT

1. PURPOSE

The purpose of this Data Sharing Agreement (“Agreement”) is to provide the terms and conditions under which the Spokane County (“County”), Spokane County Treasurer (“Treasurer”), and the City of Spokane (“City”) share data, both in physical and digital form, with respect to their responsibilities in the Interlocal Agreement.

2. DEFINITIONS

“**Agreement**” means this Data Sharing Agreement, including all documents attached or incorporated by reference.

“**Confidential Data**” means any 1) nonpublic information or Data designated as Confidential; 2) any information or Data, given the nature of the information, Data, or circumstances surrounding disclosure, should reasonably be understood to be confidential; or 3) any information not to or exempted from disclosure under Chapter 42.56 RCW (Public Records Act).

“**Data**” means any representation of information, knowledge, facts, concepts, data programs, or instructions that are being prepared or have been prepared in a formalized manner and are intended for use in a data network, data program, data services, or data system.

“**Interlocal Agreement**” means the agreement entered into by the parties pursuant to Chapter 39.34 RCW (dated XX/XX/2025, or BOCC resolution no. XX-XXXX).

“**Personal Information**” means information identifiable to any person, including, but not limited to, information that relates to a person’s name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver’s license numbers, credit card numbers, any other identifying numbers, and any financial identifiers.

3. DATA CLASSIFICATION

Category 3: Data shared under this Agreement includes personal checks made payable to the City for payment of utilities, including data specifically protected from disclosure by law, such as Personal Information pursuant to RCW 42.56.590. See OCIO Policy No. SEC-08-01-S.

4. DATA TRANSMISSION

Transmission of digital Data between the Treasurer or the County and the City will use a secure, encrypted, National Institute of Standards and Technology (NIST) approved method that is commensurate to the sensitivity of the Data being transmitted. Any physical records containing Confidential Data must be transmitted via USPS mail.

5. DATA STORAGE AND DISPOSAL

Any Confidential Data provided by the City to the Treasurer or the County will be stored in a secure location with limited access.

6. DATA SECURITY

The Treasurer and the County shall take due care and reasonable precautions to protect Confidential Data from unauthorized physical and electronic access.

7. NON-DISCLOSURE OF DATA

The Treasurer and the County shall not disclose, in whole or in part, the data provided by the City to any individual or agency, except in accordance with official responsibilities or applicable law. The Treasurer and the County may access and use Confidential Data only to perform their official duties or contractual obligations.

8. DATA CONFIDENTIALITY

The parties to this Agreement acknowledge the confidential nature of the information and agree that all personnel with authorized access or control shall comply with all laws, regulations, and policies that apply to protection of the confidentiality of the data.

9. INCIDENT RESPONSE

The Treasurer or the County will provide prompt notice to the City of any incident that may be a breach that requires notice to affected individuals under RCW 42.56.590, RCW 19.255.010, or other applicable breach notification law or rule.

ATTACHMENT “A”

DATA SHARING AGREEMENT

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3. DATA CLASSIFICATION

Category 3: Data shared under this Agreement includes personal checks made payable to the City for payment of utilities, including data specifically protected from disclosure by law, such as Personal Information pursuant to RCW 42.56.590. See OCIO Policy No. SEC-08-01-S.

4. DATA TRANSMISSION

Transmission of digital Data between the Treasurer or the County and the City will use a secure, encrypted, National Institute of Standards and Technology (NIST) approved method that is commensurate to the sensitivity of the Data being transmitted. Any physical records containing Confidential Data must be transmitted via USPS mail.

5. DATA STORAGE AND DISPOSAL

Any Confidential Data provided by the City to the Treasurer or the County will be stored in a secure location with limited access.

6. DATA SECURITY

The Treasurer and the County shall take due care and reasonable precautions to protect Confidential Data from unauthorized physical and electronic access.

7. NON-DISCLOSURE OF DATA

The Treasurer and the County shall not disclose, in whole or in part, the data provided by the City to any individual or agency, except in accordance with official responsibilities or applicable law. The Treasurer and the County may access and use Confidential Data only to perform their official duties or contractual obligations.

8. DATA CONFIDENTIALITY

The parties to this Agreement acknowledge the confidential nature of the information and agree that all personnel with authorized access or control shall comply with all laws, regulations, and policies that apply to protection of the confidentiality of the data.

9. INCIDENT RESPONSE

The Treasurer or the County will provide prompt notice to the City of any incident that may be a breach that requires notice to affected individuals under RCW 42.56.590, RCW 19.255.010, or other applicable breach notification law or rule.



INTERAGENCY AGREEMENT

BETWEEN THE

Washington Traffic Safety Commission

AND

Spokane Police Department

2026-Sub-grants-5812-Spokane Police Department Officer Phlebotomy Program

THIS AGREEMENT is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as “WTSC,” and Spokane Police Department, hereinafter referred to as “SUB-RECIPIENT.”

NOW THEREFORE, in consideration of the authority provided to WTSC in RCW 43.59 and RCW 39.34, terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties mutually agree as follows:

1. PURPOSE OF THE AGREEMENT:

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listing #20.608, for traffic safety grant project 2026-Sub-grants-5812-Spokane Police Department Officer Phlebotomy Program.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both parties or November 10, 2025, whichever is later, and remain in effect until September 30, 2026, unless terminated sooner, as provided herein.

3. STATEMENT OF WORK

The SUB-RECIPIENT shall carry out the provisions of the traffic safety project described here as the Statement of Work (SOW). If the SUB-RECIPIENT is unable to fulfill the SOW in any manner on this project, the SUB-RECIPIENT must contact the WTSC program manager immediately and discuss a potential amendment. All Federal and State regulations will apply.

3.1 SCOPE OF WORK

3.1.1 Problem ID and/or Opportunity

Spokane Phlebotomy Program

- Spokane Police Department launched its first officer phlebotomy program in summer 2025.
- The city seeks to expand and sustain this program to address ongoing impaired driving challenges.

Impaired Driving in Washington State

- Impaired driving contributes to roughly 50% of all annual traffic fatalities.
- In 2023, Washington recorded 810 traffic deaths, the highest in 34 years.
- Rising poly-drug use, particularly alcohol and cannabis, has fueled a 48% increase in fatal crashes since 2019.

Impaired Driving in Spokane

- Between 2020–2024, 44% of Spokane’s traffic fatalities involved an impaired driver.

28% impaired drivers

33% motorcyclists

20% vehicle passengers

18% pedestrians

- Annual traffic fatalities ranged from 15–27, peaking at 27 in 2021; 2024 ended with 22 deaths, a 10% increase from 2023.
- Impairment contributed to fatalities as follows: 60% in 2021, 50% in 2020 and 2023, 40% in 2022, 55% in 2024.
- The Spokane Police Department averages 400 DUI arrests annually, excluding felonies and physical control, yet fatal crashes involving impairment continue to rise.

Current Challenge: Blood Draw Process

- Officers must transport DUI suspects to hospitals or jails, leading to long wait times.
- Extended transport times reduce patrol coverage and allow alcohol levels to decline, weakening prosecutions.
- Spokane County Jail discontinue blood draw services in early 2025, further limiting resources.

Opportunity: Certified Officer Phlebotomy Program

- On-site blood collection would:

Streamline DUI evidence collection and reduce officer downtime

Improve quality and timeliness of evidence for prosecutions

Maintain enforcement visibility and public confidence

- In 2024, 319 DUI blood draws were sent to WSP; 227 have been submitted year-to-date in 2025.
- Expanding this program will enhance Spokane's capacity to hold impaired drivers accountable and reduce traffic fatalities.

3.1.2 Project Purpose and Strategies

The purpose of this project is to provide funding to support the SUB-RECIPIENT's officer phlebotomy program. The project aims to improve the timeliness and accuracy of blood evidence collection for impaired driving cases, strengthening DUI prosecutions and reducing traffic fatalities. Countermeasures include on-site officer blood draws, enhanced DUI enforcement, and data-driven program adjustments, consistent with Target Zero principles, Countermeasures That Work, and NHTSA recommendations.

I.M.P.2.6 Support law enforcement phlebotomy programs

Impaired Driving Strategic Plan - Law Enforcement Countermeasure

3.2 PROJECT GOALS

- 1) Grow the Spokane Police Department Phlebotomy Program by training/deploying up to 15 additional Certified Phlebotomy Law Enforcement Officers by September 30, 2026.
- 2) By September 30, 2026, ensure two SPD law enforcement phlebotomy draw stations are fully equipped and operational to support DUI enforcement activities.
- 3) Increase utilization of the Phlebotomy Program by 25% by September 30, 2026, through targeted public outreach and departmental briefings that promote awareness and support for blood draw evaluations in unsafe driving cases.

3.2.1 The objectives, measures and timelines listed in Appendix A will be reviewed at least annually by the designated contacts of the SUB-RECIPIENT and WTSC, and may be updated pursuant to clause 6 of this AGREEMENT. For the purposes of this section only, the parties' DESIGNATED CONTACTS, as listed in clause 42, are authorized to execute these amendments to Appendix A.

3.3. COMPENSATION

3.3.1 The cost of accomplishing the work described in the SOW will not exceed \$69,250.00, for the entire period of performance, as allocated to each year of this agreement in Section 3.4 PROJECT COSTS. Unspent contract funds from each year do NOT carry over into subsequent years and each year's budget is independent of the others.

3.3.2 Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both parties.

3.3.3 After the first year, continuation is subject to funding availability, agreement on future objectives and measures, and satisfactory progress toward completion of agreed upon goals (as determined by WTSC), as set forth in the SOW.

3.3.4 If the SUB-RECIPIENT intends to charge indirect costs, an Indirect Cost Rate must be established in accordance with WTSC policies, and an approved cost allocation plan may be required to be submitted to the WTSC before any performance is conducted under this Agreement. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase. The total budget may not increase without an amendment to this agreement executed by both parties.

3.3.5 WTSC will only reimburse the SUB-RECIPIENT for travel related expenses for travel defined in the scope of work and budget or for which approval was expressly granted. The SUB-RECIPIENT must submit a travel authorization form (A-40) to request approval for any travel not defined in the SOW and for all travel outside of the continental United States.

3.3.6 WTSC will reimburse travel related expenses consistent with the written travel policies of the SUB-RECIPIENT. If no written policy exists, state travel rates and policies (SAAM Chapter 10) apply. If WTSC makes travel arrangements on behalf of the SUB-RECIPIENT, state travel policies must also be followed. Washington State Administrative & Accounting Manual (SAAM) Chapter 10 can be obtained at this website: <https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.htm>. If for any reason, this information is not available at this website, contact the WTSC office at 360-725-9860 to obtain a copy. If following state travel policies, the SUB-RECIPIENT must provide appropriate documentation (receipts) to support reimbursement requests, including the A-40 Travel Authorization form if required.

3.3.7. Any equipment that will be purchased under this agreement with a purchase price over \$10,000 must be pre-approved by NHTSA prior to purchase. Pre-approval must also be gained if funding from this agreement is used to purchase a portion of an item with a purchase price of \$10,000 or higher. Approval for these purchases will be facilitated by WTSC. WTSC will notify the SUB-RECIPIENT when approval has been gained or denied. Failure to receive pre-approval will preclude reimbursement. Any equipment purchased with NHTSA funds must be used exclusively for traffic safety purposes or the cost must be pro-rated. If required under the Buy America Act, SUB-RECIPIENT will provide WTSC with purchase price, quote, manufacturer, description of its use in the project, and documentation showing that it is made in America.

3.3.8. All equipment must be inventoried by the SUB-RECIPIENT. The SUB-RECIPIENT agrees to maintain the equipment, continue to use it for project purposes, and report on its status to WTSC each year when requested.

3.3.9. Equipment is defined as any asset with a useful life greater than one year AND a unit cost of \$10,000 or greater, and small and attractive assets. Small and attractive assets are the following if they a unit cost of \$300 or more:

- Laptops and Notebook Computers
- Tablets and Smart phones

Small and attractive assets also include the following if they have a unit cost of \$1000 or more:

- Optical Devices, Binoculars, Telescopes, Infrared Viewers, and Rangefinders
- Cameras and Photographic Projection Equipment
- Desktop Computers (PCs)
- Television Sets, DVD Players, Blu-ray Players and Video Cameras (home type)

3.4 PROJECT COSTS

The costs for the work under the SOW to be provided by the SUB-RECIPIENT are as follows:

Year 1: \$69,250.00

APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

4. ACTIVITY REPORTS

The SUB-RECIPIENT will submit progress reports on the activity of this project in the form provided by the WTSC using the WTSC Enterprise Management System (WEMS) Progress Reporting process or other alternate means pre-approved by WTSC. The SUB-RECIPIENT will include copies of publications, training reports, advertising, social media posts, meeting agendas, and any statistical data generated in project execution in the reports. The final report will be submitted to WTSC within 30 days of termination of this Agreement. WTSC reserves the right to delay the processing of invoices until activity reports are received and approved.

5. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

6. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties in the form of a written Amendment to this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the parties.

7. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

8. SUBCONTRACTING REQUIREMENTS

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 33 through 42.

9. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each party agrees to bear its own attorney fees and costs.

10. BILLING PROCEDURE

The SUB-RECIPIENT shall submit monthly invoices for reimbursement to WTSC with supporting documentation as WTSC shall require. All invoices for reimbursement shall be submitted through the WEMS invoicing process, or via alternate method if approved by WTSC. Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, must be received by WTSC no later than August 10 of the same calendar year. All invoices for goods received or services performed between July 1 and September 30, must be received by WTSC no later than November 15 of the same calendar year. WTSC reserves the right to delay the processing of

invoices until activity reports required by Section 4 of this agreement, are received and approved.

11. CONFIDENTIALITY / SAFEGUARDING OF INFORMATION

11.1 The SUB-RECIPIENT shall not use or disclose any confidential information, or information which may be classified as confidential information as defined in RCW 42.56.590, for any purpose, except with prior written consent of the WTSC, or as may be required by law. Notwithstanding any provision to the contrary, SUB-RECIPIENT's use of confidential information will be in compliance with all applicable state and federal law.

11.2 NETWORK ACCESS. During its performance of this Agreement, SUB-RECIPIENT may be granted access to WTSC's computer and telecommunication networks ("Networks"). As a condition of Network use, SUB-RECIPIENT shall: (a) use the Networks in compliance with all applicable laws, rules, and regulations; (b) use software, protocols, and procedures as directed by WTSC to access and use the Networks; (c) only access Network locations made available to SUB-RECIPIENT by WTSC; (d) not interfere with or disrupt other users of the Networks; (e) assure the transmissions over the Networks by SUB-RECIPIENT (i) do not contain any libelous, defamatory, profane, offensive, obscene, pornographic, or unlawful material, and (ii) are not used to perform any illegal activities, including but not limited to, encouraging, selling, or soliciting illegal drugs, gambling, pornography, prostitution, robbery, spreading computer worms or viruses, hacking into computer systems, or trafficking credit card codes; and (f) upon termination or expiration of the Agreement, relinquish all IP addresses or address blocks assigned to them on the Networks.

12. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

13. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

14. DISPUTES

14.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

14.2. Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

14.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington.

15. GOVERNANCE

15.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

15.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

15.2.1. Applicable federal and state statutes and rules

15.2.2. Terms and Conditions of this Agreement

15.2.3. Any Amendment executed under this Agreement

15.2.4. Any SOW executed under this Agreement

15.2.5. Any other provisions of the Agreement, including materials incorporated by reference

16. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, reported to WTSC, and that income must be applied to project purposes or used to reduce project costs.

17. INDEMNIFICATION

17.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or

agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

17.2. The SUB-RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents in the performance of this agreement. For this purpose, the SUB-RECIPIENT, **by mutual negotiation**, hereby waives with respect to WTSC only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW.

17.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

18. INDEPENDENT CAPACITY

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

19. INSURANCE COVERAGE

19.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

19.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

20. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

21. RECORDS MAINTENANCE

21.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this

Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

21.2. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving them a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

22. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

23. RIGHTS IN DATA

23.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

23.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

23.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

24. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30 day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

25. SEVERABILITY

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

26. SITE SECURITY

While on WTSC premises, or while interacting with WTSC's personnel, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations and not interfere with WTSC's operations.

27. TAXES

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

28. TERMINATION FOR CAUSE

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

29. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either party may terminate this Agreement, without cause or reason, with 30 days written notice to the other party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

30. TREATMENT OF ASSETS

30.1. Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

30.2. Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

30.3. The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

30.4. If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

30.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC prior to settlement, upon completion, termination, or cancellation of this Agreement.

30.6. All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

31. STATE NONDISCRIMINATION

31.1 Nondiscrimination Requirement. During the term of this Agreement, SUB-RECIPIENT, including any subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, SUB-RECIPIENT, including any subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which SUB-RECIPIENT, or subcontractor, has a collective bargaining or other agreement.

31.2 Obligation to Cooperate. SUB-RECIPIENT, including any subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that SUB-RECIPIENT, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

31.3 Default. Notwithstanding any provision to the contrary, WTSC may suspend SUB-RECIPIENT, including any subcontractors, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WTSC receives notification that SUB-RECIPIENT, including any subcontractors, is cooperating with the investigating state agency. In the event SUB-RECIPIENT, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WTSC may terminate this Agreement in whole or in part, and SUB-RECIPIENT, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The SUB-RECIPIENT, or subcontractor, may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

31.4 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, SUB-RECIPIENT, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. WTSC shall have the right to deduct from any monies due to SUB-RECIPIENT or subcontractors, or that thereafter become due, an amount for damages SUB-RECIPIENT or subcontractor will owe WTSC for default under this provision.

32. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

33. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines

that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

34. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

34.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the “lower tier participant”) is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1200.

34.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

34.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

34.4. The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.

34.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by WTSC.

34.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled “Instructions for Lower Tier Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1200.

34.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a

lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

34.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

34.9. Except for transactions authorized under paragraph 34.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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

34.10. The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

33.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

35. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

35.1. The SUB-RECIPIENT shall:

35.1.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the SUB-RECIPIENT'S workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

35.1.2. Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug

counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

35.1.3. Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 35.1.1. of this section.

35.1.4. Notify the employee in the statement required by paragraph 35.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

35.1.5. Take one of the following actions within 30 days of receiving notice under paragraph 35.1.4. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

35.1.6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

36. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

37. FEDERAL LOBBYING

37.1. The undersigned certifies, to the best of his or her knowledge and belief, that:

37.1.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

37.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

37.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

37.2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

38. FEDERAL NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

38.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:

38.1.1. To comply with all federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

38.1.1.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252

38.1.1.2. 49 CFR part 21

38.1.1.3. 28 CFR section 50.3

38.1.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

38.1.1.5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)

38.1.1.6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)

38.1.1.7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.)

38.1.1.8. The Civil Rights Restoration Act of 1987

38.1.1.9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)

38.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

38.1.3. To keep and permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA in a timely, complete, and accurate way. Additionally, the SUB-RECIPIENT must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

38.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

38.1.5. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUB-RECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that: “No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA”.

38.1.6 To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

39. POLITICAL ACTIVITY (HATCH ACT)

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

40. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

41. STATE LOBBYING

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., “grassroots”) lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

42. CERTIFICATION ON CONFLICT OF INTEREST

General Requirements

42.1. No employee, officer or agent of the SUB-RECIPIENT who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward.

42.2. Based on this policy:

42.2.1. The SUB-RECIPIENT shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. The code or standards shall provide that the SUB-RECIPIENT's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub-awardees, including contractors or parties to subcontracts and establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulation.

42.2.2. The SUB-RECIPIENT shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

42.3. No SUB-RECIPIENT, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities.

42.3.1. The SUB-RECIPIENT shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to WTSC. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

42.3.2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

43.3.3 Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any SUB-RECIPIENT, affiliate,

proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a SUB-RECIPIENT, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

43. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the parties for all communications, notices, and reimbursements regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for WTSC is:
Carrie Christiansen CCHRISTIANSEN@SPOKANEPOLICE.ORG 509-844-4705	Penelope Rarick prarick@wtsc.wa.gov 360-725-9868 ext.

44. AUTHORITY TO SIGN

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligations set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Spokane Police Department

Signature

Printed Name

Title

Date

WASHINGTON TRAFFIC SAFETY COMMISSION

Signature

Printed Name

Title

Date

APPENDIX A

Project Costs

Year 1

BUDGET CATEGORY	DESCRIPTION	DIRECT AMOUNT	Indirect Cost Rate	Indirect Amount	Total Budget
Employee salaries and benefits	OT costs for Nurse Training, Phlebotomy Call Outs and Officer Phlebotomy Training.	\$24,000.00	0%	\$0.00	\$24,000.00
Travel		\$0.00	0%	\$0.00	\$0.00
Contract Services		\$0.00	0%	\$0.00	\$0.00
Goods and Services	Phlebotomy supplies, training costs, and certification	\$45,250.00	0%	\$0.00	\$45,250.00
Equipment		\$0.00	0%	\$0.00	\$0.00
TOTAL		\$69,250.00		\$0.00	\$69,250.00

Salaries/Benefits: \$24,000

- Cost for health care practitioner to certify and supervise phlebotomy officers-\$10,000
- OT Phlebotomy Call Out: \$9000
- OT Officer Training: \$5000

Goods and Supplies: \$45,250

- Phlebotomy Supplies for room and kits: \$25,000
- Certification Costs (DOH-\$145)- \$6000
- Recertification Costs (DOH-\$145)- \$3000
- Training Costs: \$11,250
- Grant will not pay for late recertification fees

Important Notes:

1. Indirect cost rates are subject to change based on updated Indirect Rate Letters from a cognizant federal

agency or approved cost allocation plans. If the indirect rate increases, the budget will be modified by deducting the amount of the indirect rate increase from other budget categories so that the total budget does not increase.

2. The total annual budget may not increase without a written amendment to this agreement executed by both parties.

3. Adjustments between budget categories within the same year can be made upon mutual agreement of the contact for WTSC and the contact for the SUB-RECIPIENT.

Objectives and Measures

Goal 1 - Grow the Spokane Police Department Phlebotomy Program by training/deploying up to 15 additional Certified Phlebotomy Law Enforcement Officers by September 30, 2026.

Objective	Objective Details	Completion Date
Train and certify up to 15 additional officers to become Washington State Medical Assistant-Phlebotomists.	Continue the successful partnership with the Sacred Heart Medical Center-Medical Assistant-Certified Phlebotomy training course under the supervision of the Phlebotomy Manager in 2026. Available training seats will also be offered to officers from other police departments to expand program reach and build regional capacity.	09/30/2026
Continue to evaluate and improve the process for deploying Spokane Police Department phlebotomists to conduct legal blood draws as needed. Establish and review policy on a quarterly basis.	Dispatch will identify on duty phlebotomist and deploy them to calls where blood draws are needed.	09/30/2026
Deploy Spokane Police Department phlebotomists to conduct 80% of legal blood draws.	When there are no available Spokane Police Department Phlebotomists, dispatch will utilize Alert Media paging system to call out phlebotomist for legal blood draws.	09/30/2026

Monitor metrics that track the outcomes of the Spokane Police Department Phlebotomy Program.	Phlebotomist will utilize Basecamp to track and record blood draw records and blood warrants. Phlebotomy Manager will review for clinical proficiency and re-licensure requirements.	09/30/2026
Consult with the Washington State Traffic Safety Resource Prosecutor Program (TSRP) regarding any changes in legislation or legal outcomes related to officer phlebotomy.	The SPD Phlebotomy Coordinator will serve as a liaison with the Washington State Traffic Safety Resource Prosecutor Program to ensure that SPD policies remain compliant with any changes in legislation or legal precedents related to officer phlebotomy. This collaboration will help maintain the program's integrity and effectiveness in line with state standards.	09/30/2026

Measure	Reporting Frequency	Type	Target
Number of new Spokane Police Department officers trained as phlebotomists.	Annual	Process	15
Complete one comprehensive report evaluating the impact of the Phlebotomy Program on DUI arrest and processing trends within the Spokane Police Department, and submit the report to WTSC as part of the third-quarter report.	Quarterly	Process	1
Document the number and type of consultations conducted with the Traffic Safety Resource Prosecutor (TSRP) to support program implementation, case coordination, and ongoing training.	Quarterly	Process	1

Goal 2 - By September 30, 2026, ensure two SPD law enforcement phlebotomy draw stations are fully equipped and operational to support DUI enforcement activities.

Objective	Objective Details	Completion Date
Identify and maintain permanent locations for the phlebotomy draw stations, and purchase	Identify two permanent locations and purchase all equipment needed to supply the phlebotomy draw stations. An inventory list will	09/30/2026

all necessary equipment and supplies to fully outfit two complete stations.	be provided to WTSC as part of the quarterly report requirement.	
Conduct inspections and inventories to verify that blood draw rooms are fully equipped, compliant, and properly maintained.	The Spokane Police Department blood draw stations will be inspected and inventoried at least once per month to ensure all equipment is present and in proper working condition. If any items require replacement, the Project Manager or Traffic Unit Sergeant will coordinate the necessary purchases.	09/30/2026

Measure	Reporting Frequency	Type	Target
Conduct monthly inventory and supply checks to ensure two SPD phlebotomy sites remain fully equipped and functional.	Quarterly	Process	4
One inventory list of supplies and equipment will be provided to WTSC for each draw station (each quarter).	Quarterly	Process	1

Goal 3 - Increase utilization of the Phlebotomy Program by 25% by September 30, 2026, through targeted public outreach and departmental briefings that promote awareness and support for blood draw evaluations in unsafe driving cases.

Objective	Objective Details	Completion Date
Work with local PIO and TSM resources to develop and implement Spokane Police Department Phlebotomy Program communications plan. The plan must establish outreach goals specifically set to achieve the short term outcomes identified for the target audiences with this project, identify target audiences, estimate the number of people in the target audience, establish message dosing targets needed to influence the target audiences skills, knowledge and beliefs about the SUB-RECIPIENT's phlebotomy program.	Internal communications will continue to utilize established channels to promote consistent, accurate, and timely information sharing across departments. External communications will emphasize public education on impaired driving and awareness of the Spokane Police Department Phlebotomy Program through coordinated outreach efforts, including local media, agency websites, social media platforms, and other available communication channels. . The plan must be a robust enough to achieve the outreach goals of the project.	09/30/2026

Develop and implement public outreach activities to gain feedback regarding the program.	Spokane Police Department will collect public feedback and will consider program improvements based on this feedback.	09/30/2026
Evaluate trends in impaired driving by comparing collisions involving impaired drivers with impaired driving incidents not resulting in collisions.	Officers have actively sought DUI cases to maximize phlebotomist utilization, helping generate data for quarterly reports and supporting evaluation of the program's impact on impaired driving trends and community safety.	09/30/2026
Support Region High Visibility Impaired Driving Emphasis Patrols by having 50% of the HVE patrols include a phlebotomist.		09/30/2026

Measure	Reporting Frequency	Type	Target
Provide the Spokane Police Department Phlebotomy Program communications and public engagement plan to WTSC as part of the first-quarter report.	Quarterly	Process	1
Track and report the number of social media posts related to the Spokane Police Department Phlebotomy Program.	Quarterly	Process	3
Track and report the number of local media reports that feature or mention the Spokane Police Department Phlebotomy Program.	Quarterly	Process	2
Track and report the number of public outreach activities conducted to promote the Spokane Police Department Phlebotomy Program.	Quarterly	Process	4
Provide a quarterly report summarizing feedback received from public outreach activities, including any program improvements implemented as a result of the feedback.	Quarterly	Process	1
Provide quarterly reports that track and compare the number of collisions involving impaired drivers to the number of impaired driving incidents not associated with collisions.	Quarterly	Process	1
The number of high-visibility enforcement (HVE) events in which certified phlebotomists are deployed.	Quarterly	Process	2

