

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

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

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**
- 6. No person shall be permitted to speak at open forum more often than once per month.**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 Open Forum

- 2.2.4 The open forum is a limited public forum and all matters discussed shall relate to affairs of the City. No person may use the open forum to speak on such matters and in such a manner as to violate the laws governing the conduct of municipal affairs. No person shall be permitted to speak on matters related to the current or advance agendas, potential or pending hearing items, or ballot propositions for a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not make personal comment or verbal insults about any individual.
- 2.2.6 In an effort to encourage wider participation in open forum so that the Council can hear a wide array of citizen comment, no person shall be permitted to speak at open forum more often than once per month. However, this limitation has no effect on the public comment rules concerning items on the Council's current legislative agenda, special consideration items, hearing items, and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

Rule 5.4 Public Testimony Regarding Legislative Agenda Items – Time Limits

- 5.3.1 Members of the public may address the Council regarding items on the Council's legislative agenda, special consideration items, hearing items and other items before the City Council requiring Council action that are not adjudicatory or administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- 5.3.2 No one may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide his or her address as a condition of recognition. In order for a council member to be recognized by the Chair for the purpose of obtaining the floor, the council member shall either raise a hand or depress the call button on the dais until recognized by the Council President.
- 5.3.3 Each person speaking at the public microphone shall verbally identify him(her)self by name and, if appropriate, representative capacity.
- 5.3.4 Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- 5.3.5 In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, applause, profanity, vulgar language, or personal insults will be permitted.
- 5.3.6 A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.
- 5.3.7 When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- 5.3.8 When any person, including members of the public, City staff and others are addressing the Council, council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order* shall extend to all speakers before the City Council. The council president pro-tem shall be charged with the task of assisting the council president to insure that all individuals desiring to speak, be they members of the public, staff or council members, shall be identified and provided the opportunity to speak.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 11, 2016

MISSION STATEMENT

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

MAYOR DAVID A. CONDON

COUNCIL PRESIDENT BEN STUCKART

COUNCIL MEMBER BREEAN BEGGS

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MIKE FAGAN

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER AMBER WALDREF

CITY COUNCIL CHAMBERS
CITY HALL

808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201

CITY COUNCIL BRIEFING SESSION

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

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

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

ADDRESSING THE COUNCIL

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Christine Cavanaugh at (509) 625-6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or ccavanaugh@spokanecity.org. Persons who are deaf or hard of hearing may contact Ms. Cavanaugh at (509) 625-7083 through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

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

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

Roll Call of Council

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|----------------|------------------------------|
| 1. Contract with Journal Technologies, Inc. (Logan, UT) for Annual Support and Upgrades of Justware Case Management Software and Annual Subscription of Business Intelligence from April 1, 2016 through March 31, 2017—\$99,466.62 (incl. tax).
Michael Sloon | Approve | OPR 2016-0267 |
| 2. Contract with Cameron-Reilly LLC, (Spokane Valley, WA) for repairs to the commercial tipping floor at the Waste to Energy Facility from April 1, 2016 to May 31, 2016—\$144,509.
Chuck Conklin | Approve | OPR 2016-0300
RFB 4244-16 |
| 3. Amendment and Extension to Wheelabrator Service Agreement with Brand Energy (Tacoma, WA) for Scaffolding Services for the Waste to Energy Facility from February 1, 2016 through May 31, 2016—\$60,000.
Chuck Conklin | Approve | OPR 2014-0883 |
| 4. Contract with the following four Firms for garment/linen rental & laundry services for multiple City departments from May 1, 2016 through April 30, 2021, with one 5-year renewal option: | Approve
All | RFP 4229-16 |

a. AlSCO Inc., (Spokane, WA).

OPR 2016-0301

b. Aramark Uniform Services, (Spokane, WA).

OPR 2016-0302

c. Cintas Corp., (Spokane Valley, WA).

OPR 2016-0303

d. Unifirst Corp., (Spokane, WA).

OPR 2016-0304

Total estimated annual expenditure for all contracts:
\$350,000.

Connie Wahl

- | | | | |
|----|---|---------|---------------|
| 5. | Authorization for Spokane Police to apply for the Homeland Security's Border Patrol grant in order to replace an Armored Personnel Carrier—\$270,517 revenue. | Approve | OPR 2016-0305 |
|----|---|---------|---------------|

Justin Lundgren

- | | | | |
|----|--|---------|---------------|
| 6. | MOU with Lilac Bloomsday Association for special event cost recovery for Police & Fire overtime associated with Bloomsday Road Races for 2016-2018 events—\$38,400 Annual Revenue. | Approve | OPR 2016-0306 |
|----|--|---------|---------------|

Carly Cortright

- | | | | |
|----|--|---------|---------------|
| 7. | Interlocal Cooperation Agreement with Spokane County for Hearing Examiner services from January 1, 2016 through December 31, 2016—\$137.32 per hour revenue. | Approve | OPR 2016-0307 |
|----|--|---------|---------------|

Brian McGinn

- | | | | |
|----|---|---------|---|
| 8. | Contract Amendment/Extension with AECOM Technical Services, Inc. (Spokane WA) to provide design services for the Spokane Falls CSO 26 Control Facility and extend through December 31, 2018—\$947,232.82. | Approve | OPR 2013-0003
ENG 2010088
ENG 2012088 |
|----|---|---------|---|

Kyle Twohig

- | | | | |
|----|---|---------|---|
| 9. | Contract with Garco Construction, Inc., (Spokane, WA) for construction of the Spokane Falls CSO 26 Control Facility, to be delivered via GC/CM alternative delivery—estimated \$26,000,000, with Garco receiving 4.875% markup on the final negotiated amount and \$850,000 fixed fee for specified general conditions. | Approve | PRO 2016-0015
ENG 2010088
RFQ 4233-16 |
|----|---|---------|---|

Kyle Twohig

- | | | | |
|-----|---|---------|---------------|
| 10. | Authorization to enter into a successor collective bargaining agreement with AFSCME Local 270-Prosecuting Attorneys covering wages and benefits for the years 2016-2019: 2016—\$18,626; 2017—\$13,870; 2018—\$23,569 and 2019—\$27,977. | Approve | OPR 2016-0308 |
|-----|---|---------|---------------|

Erin Jacobson

- | | | | |
|-----|--|------------------------------------|---------------|
| 11. | Report of the Mayor of pending: | Approve &
Authorize
Payments | CPR 2016-0002 |
| | a. Claims and payments of previously approved obligations, including those of Parks and Library, | | |

through _____, 2016, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____.

- b. Payroll claims of previously approved obligations through March 26, 2016: \$6,145,359.93. CPR 2016-0003

12. City Council Meeting Minutes: _____, 2016 Approve All CPR 2016-0013

EXECUTIVE SESSION

(Closed Session of Council)

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

CITY COUNCIL SESSION

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

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

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

BOARDS AND COMMISSIONS APPOINTMENTS

(Includes Announcements of Boards and Commissions Vacancies)

APPOINTMENTS

RECOMMENDATION

Plan Commission: Four Appointments

Confirm CPR 1981-0295

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

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

OPEN FORUM

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

LEGISLATIVE AGENDA

NO EMERGENCY BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

RES 2016-0035 Of the City of Spokane supporting Ballot Proposition No. 1, entitled "City of Spokane EMS – Emergency Medical Services Levy," submitted by the City of Spokane for the April 26, 2016 Special Election regarding a ballot proposition imposing additional regular property tax levies to be used exclusively for EMS – Emergency Medical Services for the years 2017 through 2022 in the sum of 50 cents per \$1,000 of 2016 assessed value as set forth in Ordinance No. C35366.

Council President Stuckart

ORD C35378 Relating to the Spokane Transportation Benefit District; amending sections 8.16.010, 8.16.060, and 8.16.070 of the Spokane Municipal Code.

Council Member Waldref

FIRST READING ORDINANCES

(No Public Testimony Will Be Taken)

ORD C35377 Establishing and codifying an East Sprague Parking and Business Improvement Areas; and adopting a new chapter 4.31C to Title 4 of the Spokane Municipal Code. (Deferred from March 28, 2016, Agenda)

Boris Borisov

FURTHER ACTION DEFERRED

SPECIAL CONSIDERATIONS

RECOMMENDATION

S1. Spokane Housing Ventures Annexation (No further public testimony to be taken):

- | | | |
|--|--------------------------------|------------|
| a. Final Reading Ordinance C35370 relating to annexing to the City of Spokane a 37-acre area of land lying south of 53rd Avenue, east of Regal Street and north of 55th Avenue in a portion of the north 1/2 of Section 3, Township 24 north, Range 43, E.W.M in Spokane County, commonly referred to as the Spokane Housing Ventures Annexation. (Deferred from March 14, 2016, Agenda) | Pass upon
Roll Call
Vote | ORD C35370 |
| b. Final Reading Ordinance C35359 relating to the pending Spokane Housing Ventures Annexation and amending the Spokane Comprehensive Plan Land Use Plan Map, Map LU 1 to include updated land use designations for the area within the pending Spokane Housing Ventures Annexation. (Deferred from March 14, 2016, Agenda) | Pass upon
Roll Call
Vote | ORD C35359 |
| c. Final Reading Ordinance C35360 relating to zoning for the area within the pending Spokane Housing Ventures Annexation and authorizing amendments to the City of Spokane Official Zoning Map. (Deferred from March 14, 2016, Agenda) | Pass upon
Roll Call
Vote | ORD C35360 |

Jo Anne Wright

NO HEARINGS

Motion to Approve Advance Agenda for April 11, 2016
(per Council Rule 2.1.2)

OPEN FORUM (CONTINUED)

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

Note: No person shall be permitted to speak at Open Forum more often than once per month (Council Rule 2.2.6).

ADJOURNMENT

The April 11, 2016, Regular Legislative Session of the City Council is adjourned to April 18, 2016.

NOTES



Agenda Sheet for City Council Meeting of:
04/11/2016

Date Rec'd	3/30/2016
Clerk's File #	OPR 2016-0267
Renews #	
Cross Ref #	OPR 2015-0244
Project #	
Bid #	
Requisition #	CR16668000

Submitting Dept	INFORMATION TECHNOLOGY
Contact Name/Phone	MICHAEL 625-6468
Contact E-Mail	MSLOON@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5300 JOURNAL TECHNOLOGIES (2016)

Agenda Wording

Contract with Journal Technologies, Inc. (Logan, UT) for Annual Support and Upgrades of Justware Case Management Software and Annual Subscription of Business Intelligence. April 1, 2016 through March 31, 2017 for \$99,466.62 including tax.

Summary (Background)

This contract combines annual maintenance and support for City Prosecutor, Probation, Public Defender, and Municipal Court. Using the same case management software package with custom modules designed specifically for the various agencies improves efficiency and aids in establishing consistency in case management methodology and reporting across the various agencies; as well as allowing each agency to use the City's existing document imaging system to move towards a paperless office environment.

Fiscal Impact		Budget Account	
Expense	\$ 99,466.62 including tax	#	5300-73300-18850-54820
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	SLOON, MICHAEL	Study Session	Fin Com - 3/7/16
Division Director	FINCH, ERIC	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	Accounting - kbustos@spokanecity.org	
For the Mayor	SANDERS, THERESA	Contract Accounting - kkeck@spokanecity.org	
Additional Approvals		Legal - hwhaley@spokanecity.org	
Purchasing		Purchasing - cwahl@spokanecity.org	
		IT -	
		Taxes & Licenses	
		Journal Tech - bstocks@journaltech.com	

Invoice

Page: 1

JOURNAL TECHNOLOGIES, INC.

843 South 100 West

Logan, UT 84321 USA

accounting@journaltech.com

Phone: 435-713-2100

Number: 0000002528

Date: 3/8/2016

Salesperson:

Customer: 3212

Sold To	Ship To
SPOKANE MUNICIPAL PROSECUTORS, PROBATION	
808 W Spokane Falls Blvd	808 W Spokane Falls Blvd
Spokane, WA 99201 USA	Spokane, WA 99201 USA

Customer P.O.	Ship Via	F.O.B	Terms
3212-S			Net 30 days

Description		Qty Shipped	Price	Amount
68 JustWare, 2 API, Pro.Prob.Pub.Def.		1.000	45,413.550	45,413.55
Taxes and Other Fees Pro.Prob.Pub.Def.		1.000	3,746.290	3,746.29
37 JustWare, API, Web, Crt.		1.000	43,381.340	43,381.34
Taxes and Other Fees Crt.		1.000	3,578.640	3,578.64
25 BI Annual Pro.Prob.Pub.Def.Crt.		1.000	3,091.750	3,091.75
Taxes Pro.Prob.Pub.Def.Crt.		1.000	255.050	255.05
----- LAST ITEM -----				

Annual Sup Renewal 04/01/2016-03/31/2017		Subtotal	99,466.62
		Freight	0.00
		Sales Tax	0.00
		Trade Discount	0.00
		Payment/Credit Amount	0.00
Contact: Joan Hamilton		Balance	99,466.62



Agenda Sheet for City Council Meeting of:
04/11/2016

Date Rec'd	3/30/2016
Clerk's File #	OPR 2016-0300
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	RFB 4244-16
Agenda Item Type	Contract Item	Requisition #	CR 16738
Agenda Item Name	4490 SOLID WASTE DISPOSAL CONTRACT WITH CAMERON-REILLY FOR TIP		

Agenda Wording

Contract with Cameron-Reilly LLC, of Spokane Valley, for repairs to the commercial tipping floor at the Waste to Energy Facility (WTEF). \$\$144,509. April 1 to May 31, 2016.

Summary (Background)

Continuous operations on the WTEF commercial tipping floor have created areas with broken concrete, exposed reinforcing bar, and large pieces of floor cracked and broken free. This causes interruption of the loader operations and an accelerated degradation of the adjacent floor. The areas of the floor with the most damage were identified and a request for bids issued. This work will be completed at night due to safety issues, and to allow for ongoing daytime operations.

Fiscal Impact		Budget Account	
Expense	\$ 144509.00	#	4490-44100-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 3/28/2016
Division Director	GIMPEL, KEN	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	SANDERS, THERESA	lbutz@spokanecity.org	
Additional Approvals			
Purchasing	PRINCE, THEA		



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

On March 21, 2016, bids were opened in response to RFB#.4244-16 Two bids were received; 1. Cameron-Reilly LLC, Spokane Valley, \$144,509 2. Knight Construction, Deer Park, \$230,646 After review it was determined that Cameron-Reilly was the most responsive and lowest cost bid. This Contract will allow the City to continue to provide a safe working environment and continuous waste management services to the citizens of Spokane.

Fiscal Impact

Select \$

Budget Account

#

Select \$

#

Distribution List

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
March 28, 2016

Subject

Contract with Cameron-Reilly LLC, of Spokane Valley, for repairs to the commercial tipping floor at the Waste to Energy Facility (WTEF). \$\$144,509. April 1 to May 31, 2016.

Background

Continuous operations on the WTEF commercial tipping floor have created areas with broken concrete, exposed reinforcing bar, and large pieces of floor cracked and broken free. This causes interruption of the loader operations and an accelerated degradation of the adjacent floor.

The areas of the floor with the most damage were identified and a request for bids issued. This work will be completed at night due to safety issue and to allow for ongoing daytime operations.

On March 21, 2016, bids were opened in response to RFB#.4244-16 Two bids were received;

1. Cameron-Reilly LLC, Spokane Valley, \$144,509
2. Knight Construction, Deer Park, \$230,646

After review it was determined that Cameron-Reilly was the most responsive and lowest cost bid.

Impact

This Contract will allow the City to continue to provide a safe working environment and continuous waste management services to the citizens of Spokane.

Action

Recommend approval of this contract.

Funding

This Contract will be funded from Solid Waste Disposal Department 2016 budget.

BID TABULATION

BID #?? WASTE TO ENERGY FACILITY COMMERCIAL TIPPING FLOOR REPAIRS DUE: MONDAY, March 21, 2016

DESCRIPTION	CAMERON-RIELLY LLC SPOKANE VALLEY, WA	KNIGHT CONSTRUCTION DEER PARK, WA
TOTAL PROJECT BID	\$144,509.00	\$230,646.20
Subcontractors	None	<u>REBAR SUPPLIER</u> – WESTERN REBAR CONSULTING
Washington State Contractor's Registration Number	CAMERRL942NU	KNIGHCS281ON
U.B.I. Number	602-633-401	600-074-664
Washington Employee Security Department Number	343657006	357105-00-6
Washington Excise Tax Registration Number	602-633-401	91-0882900
City of Spokane Business License Number		
Bid Bond Present	ON FILE	YES

The bid request was sent to 90 suppliers/plan centers, with 3 bid responses received.

**PLEASE NOTE THAT THIS BID TABULATION IS NOT AN INDICATION OF AWARD
RECOMMENDATION. CRITERIA, IN ADDITION TO PRICE, ARE EVALUATED TO DETERMINE**

RESPONSIVE BID MEETING SPECIFICATIONS AND BIDDER RESPONSIBILITY. AWARD OF BID IS MADE BY CITY COUNCIL.



Agenda Sheet for City Council Meeting of:
04/11/2016

Date Rec'd	3/30/2016
Clerk's File #	OPR 2014-0883
Renews #	

Submitting Dept	SOLID WASTE DISPOSAL	Cross Ref #	
Contact Name/Phone	CHUCK 625-6524	Project #	
Contact E-Mail	CCONKLIN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 16736
Agenda Item Name	4490 AMENDMENT AND EXTENSION TO ASSIGNMENT OF WHEELABRATOR		

Agenda Wording

Amendment and Extension to Wheelabrator Service Agreement with Brand Energy (Tacoma, WA) for Scaffolding Servcies for the WTE. February 1, 2016 through May 31, 2016. \$60,000.00

Summary (Background)

On November 23, 2015, Council approved an Amendment to the Assignment of Wheelabrator Service Agreement with Brand Energy of Tacoma, WA, for expenditures for the Scaffolding Services for the WTE Facility outage scheduled for December 2015. An extension to this Assignment was approved on January 25, 2016, to allow for the unexpected rescheduling of the outage into January.

Fiscal Impact		Budget Account	
Expense	\$ 60,000.00	#	4490-44100-37148-54201
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	CONKLIN, CHUCK	Study Session	PWC 3/28/2016
Division Director	GIMPEL, KEN	Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	ttauscher@spokanecity.org	
For the Mayor	SANDERS, THERESA	lbutz@spokanecity.org	
Additional Approvals			
Purchasing			



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

A request for Bids for Scaffolding Services at the WTE has been issued. While the bids are being reviewed and a contract is being implemented with the successful bidder, the need for scaffolding services will be ongoing. The additional time and funds allocated to this contract will allow for uninterrupted Scaffolding Services as needed for scheduled and unscheduled repairs of the WTE.

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

BRIEFING PAPER
Public Works Committee
Solid Waste Disposal
March 28, 2016

Subject

Amendment and Extension to Assignment of Wheelabrator Service Agreement with Brand Energy of Tacoma, WA, for Scaffolding Services for the WTE, February 1 through May 31, 2016. \$60,000.00

Background

On November 23, 2015, Council approved an Amendment to the Assignment of Wheelabrator Service Agreement with Brand Energy of Tacoma, WA, for expenditures for the Scaffolding Services for the WTE Facility outage scheduled for December 2015. An extension to this Assignment was approved on January 25, 2016, to allow for the unexpected rescheduling of the outage into January.

A request for Bids for Scaffolding Services at the WTE has been issued. While the bids are being reviewed and a contract is being implemented with the successful bidder, the need for scaffolding services will be ongoing.

Impact

The additional time and funds allocated to this contract will allow for uninterrupted Scaffolding Services as needed for scheduled and unscheduled repairs of the WTE.

Action

Recommend approval of this amendment and extension.

Funding

Funding for this contract is included in the 2016 Solid Waste Disposal budget.



Agenda Sheet for City Council Meeting of: 04/11/2016

Date Rec'd	3/22/2016
Clerk's File #	OPR 2016-0301
Renews #	
Cross Ref #	
Project #	
Bid #	RFP#4229-16
Requisition #	MASTER CONTRACT

Submitting Dept	ACCOUNTING
Contact Name/Phone	CONNIE WAHL 625-6411
Contact E-Mail	CWAHL@SPOKANECITY.ORG
Agenda Item Type	Contract Item
Agenda Item Name	5600 -GARMENT/LINEN RENTAL & LAUNDRY SERVICES

Agenda Wording

Contract with four Firms for garment/linen rental & laundry services for multiple City departments. Contract term is 5 years from 5/1/2016 through 4/30/2021 with one 5 year renewal option. Estimated annual expenditure for all contracts is \$350,000.

Summary (Background)

On February 15, 2016 Proposals were received to provide garment/linen rental & laundry services for coveralls, shirts, pants, mats, etc. for multiple City departments. Services include providing item, sizing, tracking, cleaning, picking up, and delivery. A committee of 14 department representatives evaluated the proposals based on price, customer service, etc. Due to varying requirements of departments, the option of awarding multiple contracts allowing departments a choice is recommended.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Expense	\$ 350,000 annually	#	various
Select	\$	#	
Select	\$	#	
Select	\$	#	
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	BUSTOS, KIM	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	Finance 3/7/16 Public Works 3/14
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT	Purchasing: cwahl@spokanecity.org	
<u>For the Mayor</u>	SANDERS, THERESA	Accounting: kkeck@spokanecity.org	
<u>Additional Approvals</u>		Tax & Licenses	
<u>Purchasing</u>	WAHL, CONNIE		

BRIEFING PAPER
Garment/Linen Rental & Laundry Services
March 7, 2016

Subject

Garment/Linen Rental & Laundry Services for multiple City departments

Background

In early 2015, discussions began in the Public Works Division regarding specifications for garments worn by Public Works division departments. The Waste to Energy department opted to take the lead for the Multi-department contract since they were the driver for making changes to specifications. The Public Works division comprises approximately 80% of the contract expense. Geoff Glenn met with departments and collected specifications and quantities regarding current usage.

In September, 2015, a Request for Information was released to solicit garment/linen samples and information from Vendors to evaluate and create specifications for a Request for Proposals. Geoff Glenn managed the evaluation of garment/linen samples by departments and collected feedback.

In January, 2016, a request for Proposals was issued to provide rental and laundry services for various work uniforms, coveralls, mats, towels, etc. Proposals were received from four Vendors. Purchasing led an evaluation committee of 14 with a department representative for each of the heaviest users of the contract. In a series of meetings, the committee evaluated the proposals based on criteria such customer service, experience, references, ability to provide needed garments, and price. Due to the widely varying needs of departments and based on evaluation scores, the committee recommends Master Service contracts with each of the Vendors. Contract term is 5 years with 5 year renewal option. Estimated annual expenditure is \$350,000.

Impact

The impact will be providing Garment/Linen Rental and Laundry services that best serve the departments taking into consideration cost effectiveness and the specific needs of each department.

Action

Recommend approval of contracts to provide Garment/Linen Rental and Laundry Services.

Funding

Various funding by multiple City departments.

MASTER CONTRACT

THIS MASTER CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and ALSCO INC., whose address is 1923 North Waterworks, Spokane, Washington 99212, as "Contractor."

The parties agree as follows:

1. PERFORMANCE. The Contractor shall provide non-exclusive GARMENT/LINEN RENTAL AND LAUNDRY SERVICES, for various City departments in accordance with the City's Request for Proposal, and the Contractor's response to that proposal, which are incorporated by reference into this contract.
2. CONTRACT TERM. The contract shall begin on or about May 1, 2016 and run for a five (5) year period to end April 30, 2021, unless terminated earlier.
3. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amounts as forth in the Contractor's bid up to THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) plus applicable tax (if any), the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
4. PAYMENT. The Contractor shall send its applications for payment to the City department requesting the laundry services, in care of the departments' addresses. Payment will be made within thirty (30) days after receipt of the Contractor's application. No grant money should be used for payment of these services.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
6. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.
7. DISPUTES. This contract shall be performed under the laws of the State of Washington. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.
8. AMENDMENTS. This contract may be amended at any time by mutual written agreement.

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

10. TERMINATION. Either party may terminate this contract by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

11. INDEMNIFICATION. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agent or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses. The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

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

13. STANDARD OF PERFORMANCE. The silence or omission in the contract regarding any detail required for the proper performance of the work, means that the Contractor shall perform the best general practice.

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

15. BUSINESS LICENSE REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the

Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination

16. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a *minimum* of \$1,500,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M Best. Copies of all applicable endorsements shall be provided. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

ALSCO INC

E-mail address, if available: _____

City of Spokane Business License No.

By: _____

Title: _____

16-2029

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

04/11/2016

Date Rec'd

3/22/2016

Clerk's File #

OPR 2016-0302

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

RFP#4229-16

Requisition #MASTER
CONTRACT**Submitting Dept**

ACCOUNTING

Contact Name/Phone

CONNIE WAHL 625-6411

Contact E-Mail

CWAHL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5600 -GARMENT/LINEN RENTAL & LAUNDRY SERVICES

Agenda Wording

Contract with four Firms for garment/linen rental & laundry services for multiple City departments. Contract term is 5 years from 5/1/2016 through 4/30/2021 with one 5 year renewal option. Estimated annual expenditure for all contracts is \$350,000.

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Fiscal Impact

Expense \$ 350,000 annually

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals**Dept Head**

BUSTOS, KIM

Division Director

DUNIVANT, TIMOTHY

Council Notifications**Study Session****Other**Finance 3/7/16 Public
Works 3/14**Finance**

KECK, KATHLEEN

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Distribution List

Purchasing: cwahl@spokanecity.org

Accounting: kkeck@spokanecity.org

Additional Approvals

Tax & Licenses

Purchasing

WAHL, CONNIE

BRIEFING PAPER
Garment/Linen Rental & Laundry Services
March 7, 2016

Subject

Garment/Linen Rental & Laundry Services for multiple City departments

Background

In early 2015, discussions began in the Public Works Division regarding specifications for garments worn by Public Works division departments. The Waste to Energy department opted to take the lead for the Multi-department contract since they were the driver for making changes to specifications. The Public Works division comprises approximately 80% of the contract expense. Geoff Glenn met with departments and collected specifications and quantities regarding current usage.

In September, 2015, a Request for Information was released to solicit garment/linen samples and information from Vendors to evaluate and create specifications for a Request for Proposals. Geoff Glenn managed the evaluation of garment/linen samples by departments and collected feedback.

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Impact

The impact will be providing Garment/Linen Rental and Laundry services that best serve the departments taking into consideration cost effectiveness and the specific needs of each department.

Action

Recommend approval of contracts to provide Garment/Linen Rental and Laundry Services.

Funding

Various funding by multiple City departments.

MASTER CONTRACT

THIS MASTER CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and ARAMARK UNIFORM SERVICES, whose address is 6310 East Trent Avenue, Spokane, Washington 99212, as "Contractor."

The parties agree as follows:

1. **PERFORMANCE**. The Contractor shall provide non-exclusive GARMENT/LINEN RENTAL AND LAUNDRY SERVICES, for various City departments in accordance with the City's Request for Proposal, and the Contractor's response to that proposal, which are incorporated by reference into this contract.
2. **CONTRACT TERM**. The contract shall begin on or about May 1, 2016 and run for a five (5) year period to end April 30, 2021, unless terminated earlier.
3. **COMPENSATION**. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amounts as forth in the Contractor's bid up to THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) plus applicable tax (if any), the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
4. **PAYMENT**. The Contractor shall send its applications for payment to the City department requesting the laundry services, in care of the departments' addresses. Payment will be made within thirty (30) days after receipt of the Contractor's application. No grant money should be used for payment of these services.
5. **COMPLIANCE WITH LAWS**. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
6. **ASSIGNMENTS**. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.
7. **DISPUTES**. This contract shall be performed under the laws of the State of Washington. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.
8. **AMENDMENTS**. This contract may be amended at any time by mutual written agreement.

9. ANTI-KICKBACK. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.
10. TERMINATION. Either party may terminate this contract by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.
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<http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination

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Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

ARAMARK UNIFORM SERVICES

E-mail address, if available: _____

City of Spokane Business License No.

By: _____

Title: _____

16-2027

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

04/11/2016

Date Rec'd

3/22/2016

Clerk's File #

OPR 2016-0303

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

RFP#4229-16

Requisition #MASTER
CONTRACT**Submitting Dept**

ACCOUNTING

Contact Name/Phone

CONNIE WAHL 625-6411

Contact E-Mail

CWAHL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5600 -GARMENT/LINEN RENTAL & LAUNDRY SERVICES

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Fiscal Impact

Expense \$ 350,000 annually

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals**Dept Head**

BUSTOS, KIM

Division Director

DUNIVANT, TIMOTHY

Council Notifications**Study Session****Other**Finance 3/7/16 Public
Works 3/14**Finance**

KECK, KATHLEEN

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Distribution List

Purchasing: cwahl@spokanecity.org

Accounting: kkeck@spokanecity.org

Additional Approvals

Tax & Licenses

Purchasing

WAHL, CONNIE

BRIEFING PAPER
Garment/Linen Rental & Laundry Services
March 7, 2016

Subject

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Impact

The impact will be providing Garment/Linen Rental and Laundry services that best serve the departments taking into consideration cost effectiveness and the specific needs of each department.

Action

Recommend approval of contracts to provide Garment/Linen Rental and Laundry Services.

Funding

Various funding by multiple City departments.

MASTER CONTRACT

THIS MASTER CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and CINTAS CORPORATION, whose address is 3808 North Sullivan Road, Building #N1, Spokane Valley, Washington 99216, as "Contractor."

The parties agree as follows:

1. PERFORMANCE. The Contractor shall provide non-exclusive GARMENT/LINEN RENTAL AND LAUNDRY SERVICES, for various City departments in accordance with the City's Request for Proposal, and the Contractor's response to that proposal, which are incorporated by reference into this contract.
2. CONTRACT TERM. The contract shall begin on or about May 1, 2016 and run for a five (5) year period to end April 30, 2021, unless terminated earlier.
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<http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination

16. INSURANCE. During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a *minimum* of \$1,500,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M Best. Copies of all applicable endorsements shall be provided. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

CINTAS CORPORATION

E-mail address, if available: _____

City of Spokane Business License No.

By: _____

Title: _____

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

04/11/2016

Date Rec'd

3/22/2016

Clerk's File #

OPR 2016-0304

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

RFP#4229-16

Requisition #MASTER
CONTRACT**Submitting Dept**

ACCOUNTING

Contact Name/Phone

CONNIE WAHL 625-6411

Contact E-Mail

CWAHL@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

5600 -GARMENT/LINEN RENTAL & LAUNDRY SERVICES

Agenda Wording

Contract with four Firms for garment/linen rental & laundry services for multiple City departments. Contract term is 5 years from 5/1/2016 through 4/30/2021 with one 5 year renewal option. Estimated annual expenditure for all contracts is \$350,000.

Summary (Background)

On February 15, 2016 Proposals were received to provide garment/linen rental & laundry services for coveralls, shirts, pants, mats, etc. for multiple City departments. Services include providing item, sizing, tracking, cleaning, picking up, and delivery. A committee of 14 department representatives evaluated the proposals based on price, customer service, etc. Due to varying requirements of departments, the option of awarding multiple contracts allowing departments a choice is recommended.

Fiscal Impact

Expense \$ 350,000 annually

Select \$

Select \$

Select \$

Budget Account

various

#

#

#

Approvals**Dept Head**

BUSTOS, KIM

Division Director

DUNIVANT, TIMOTHY

Council Notifications**Study Session****Other**Finance 3/7/16 Public
Works 3/14**Finance**

KECK, KATHLEEN

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

Distribution List

Purchasing: cwahl@spokanecity.org

Accounting: kkeck@spokanecity.org

Additional Approvals

Tax & Licenses

Purchasing

WAHL, CONNIE

BRIEFING PAPER
Garment/Linen Rental & Laundry Services
March 7, 2016

Subject

Garment/Linen Rental & Laundry Services for multiple City departments

Background

In early 2015, discussions began in the Public Works Division regarding specifications for garments worn by Public Works division departments. The Waste to Energy department opted to take the lead for the Multi-department contract since they were the driver for making changes to specifications. The Public Works division comprises approximately 80% of the contract expense. Geoff Glenn met with departments and collected specifications and quantities regarding current usage.

In September, 2015, a Request for Information was released to solicit garment/linen samples and information from Vendors to evaluate and create specifications for a Request for Proposals. Geoff Glenn managed the evaluation of garment/linen samples by departments and collected feedback.

In January, 2016, a request for Proposals was issued to provide rental and laundry services for various work uniforms, coveralls, mats, towels, etc. Proposals were received from four Vendors. Purchasing led an evaluation committee of 14 with a department representative for each of the heaviest users of the contract. In a series of meetings, the committee evaluated the proposals based on criteria such customer service, experience, references, ability to provide needed garments, and price. Due to the widely varying needs of departments and based on evaluation scores, the committee recommends Master Service contracts with each of the Vendors. Contract term is 5 years with 5 year renewal option. Estimated annual expenditure is \$350,000.

Impact

The impact will be providing Garment/Linen Rental and Laundry services that best serve the departments taking into consideration cost effectiveness and the specific needs of each department.

Action

Recommend approval of contracts to provide Garment/Linen Rental and Laundry Services.

Funding

Various funding by multiple City departments.

MASTER CONTRACT

THIS MASTER CONTRACT is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City," and UNIFIRST CORPORATION, whose address is 3200 East Trent Avenue, Bldg 5, Ste C, Spokane, Washington 99202, as "Contractor."

The parties agree as follows:

1. PERFORMANCE. The Contractor shall provide non-exclusive GARMENT/LINEN RENTAL AND LAUNDRY SERVICES, for various City departments in accordance with the City's Request for Proposal, and the Contractor's response to that proposal, which are incorporated by reference into this contract.
2. CONTRACT TERM. The contract shall begin on or about May 1, 2016 and run for a five (5) year period to end April 30, 2021, unless terminated earlier.
3. COMPENSATION. This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amounts as forth in the Contractor's bid up to THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) plus applicable tax (if any), the amount in the Contractor's proposal, as full compensation for everything furnished and done under this Contract, subject to allowable additions and deductions as provided.
4. PAYMENT. The Contractor shall send its applications for payment to the City department requesting the laundry services, in care of the departments' addresses. Payment will be made within thirty (30) days after receipt of the Contractor's application. No grant money should be used for payment of these services.
5. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
6. ASSIGNMENTS. The Contractor may not assign, transfer or sublet any part of the work under this Contract, or assign any monies due, without the written approval of the City, except as may be required by law. In the event of assignment of accounts or monies due under this Contract, the Contractor specifically agrees to give immediate written notice to the City Administrator, no later than five (5) business days after the assignment.
7. DISPUTES. This contract shall be performed under the laws of the State of Washington. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.
8. AMENDMENTS. This contract may be amended at any time by mutual written agreement.

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

10. TERMINATION. Either party may terminate this contract by thirty (30) days' written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

11. INDEMNIFICATION. The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with services performed or to be performed under this Contract by the Contractor, its agents or employees to the fullest extent permitted by law. The Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agent or employees. The Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) the Contractor or its agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. The Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel-related costs, reasonable attorneys' fees, court costs and all other claim-related expenses. The Contractor waives immunity under Title 51 RCW to the extent necessary to protect the City's interests under this indemnification. This provision has been specifically negotiated.

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

13. STANDARD OF PERFORMANCE. The silence or omission in the contract regarding any detail required for the proper performance of the work, means that the Contractor shall perform the best general practice.

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

15. BUSINESS LICENSE REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at

<http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination

16. **INSURANCE.** During the term of the Contract, the Contractor shall maintain in force at its own expense, the following insurance coverages:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers; and
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds, but only with respect to the Contractor's services to be provided under this contract;
 - i. Acceptable supplementary Umbrella insurance coverage, combined with the Contractor's General Liability insurance policy must be a *minimum* of \$1,500,000, in order to meet the insurance coverages required under this Contract;
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

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

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish an acceptable Certificate of Insurance (COI) to the City at the time it returns the signed Contract. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by A.M Best. Copies of all applicable endorsements shall be provided. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

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

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

UNIFIRST CORPORATION

E-mail address, if available: _____

City of Spokane Business License No.

By: _____

Title: _____



Agenda Sheet for City Council Meeting of:
04/11/2016

Date Rec'd	3/23/2016
Clerk's File #	OPR 2016-0305
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	
Agenda Item Name	0680-HOMELAND SEC BORDER PATROL GRANT APPLICATION

Agenda Wording

Spokane Police is requesting approval to apply for the Homeland Security's Border Patrol grant in order to replace an APC - Armored Personnel Carrier. Amount - \$270,517.00.

Summary (Background)

SPD and Spokane County Sheriff's Office are currently sharing a used Lenco Bearcat and the SPD owned APC. The APC is a Vietnam era military surplus vehicle that is not ballistic and does not withstand rifle rounds. A complete overhaul of the vehicle is unrealistic. Replacing the vehicle will give Officers greater safety, keeping civilians safe, and giving SPD greater rescue capabilities. With current day domestic terrorism in society, the vehicle will keep our community members safer.

Fiscal Impact

Budget Account

Revenue \$ 270,517.00

n/a

Select \$

#

Select \$

#

Select \$

#

Approvals

Council Notifications

Dept Head LYNDS, SARAH

Study Session PSC Meeting 03/21/16

Division Director MEIDL, CRAIG

Other

Finance KECK, KATHLEEN

Distribution List

Legal DALTON, PAT

jkernkamp

For the Mayor SANDERS, THERESA

achirowamangu

Additional Approvals

ewade

Purchasing

slynds

contract accounting

Briefing Paper
City of Spokane-Public Safety Committee
Spokane Police Department
Homeland Security Border Patrol Grant
March 21, 2016

Subject

Grant Application for replacement of outdated vehicle.

Background

SPD is requesting to apply for a grant to replace an outdated SWAT vehicle. Currently, SPD uses a jointly used Lenco Bearcat and a SPD owned APC- Armored Personnel Carrier. This grant is applying to replace the APC vehicle.

The APC is a Vietnam era military surplus vehicle. It is not ballistic and does not withstand rifle rounds. In addition, the vehicle is mechanically unsound, and unreliable. It often does not start, runs sporadically and needs a complete overhaul costing approximately \$20,000 just to get it running.

To apply for a grant to purchase a modern day armored vehicle that the City of Spokane has sole ownership. Currently, we share the Bearcat with the SCSO. Often times, both city and county need armor simultaneously. In addition, the city needs two pieces of armor. Replacing the vehicle will give Officers greater safety, keeping civilians safe, and giving SPD greater rescue capabilities.

Action:

Approval to apply for grant funding.

Funding :

Grant Funded

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

04/11/2016

Date Rec'd

3/14/2016

Clerk's File #

OPR 2016-0306

Renews #**Submitting Dept**COMMUNITY & NEIGHBORHOOD
SERVICES**Cross Ref #****Contact Name/Phone**

CARLY CORTRIGHT 625-6263

Project #**Contact E-Mail**

CCORTRIGHT@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

0460 BLOOMSDAY MOU

Agenda Wording

MOU with Lilac Bloomsday Association for special event cost recovery for 2016-2018 Bloomsday Road Races.

Summary (Background)

The MOU with Bloomsday will allow the City to recover 60% of the overtime costs (~\$38,400 in 2016) for Police and Fire associated with holding the race and required to host a safe event for all participants.

Fiscal Impact**Budget Account**

Revenue \$ 30000

0680-11300-21340-34210

Revenue \$ 2800

0440-35120-99999-34220

Revenue \$ 2800

1630-35210-22551-34220

Revenue \$ 2800

1970-35310-26800-34220

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

MALLAHAN, JONATHAN

Study Session

PSC 3-21-16

Division Director

MALLAHAN, JONATHAN

Other**Finance**

KECK, KATHLEEN

Distribution List**Legal**

WHALEY, HUNT

bschaeffer@spokanefire.org

For the Mayor

SANDERS, THERESA

creisenauer@spokanepolice.org

Additional Approvals

slynds@spokanepolice.org

Purchasing

korlob@spokanecity.org

bwilliams@spokanefire.org



City of Spokane

Minor Contract Summary

OPR #2016-0306 _____
Cross Ref _____
Destruct Date _____
Clerk's Dist. _____

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

Department Name City of Spokane
Department Project # _____

New Contract ☒
CR # _____
Date: _____

Contractor/Consultant

Name: **Lilac Bloomsday Association**
Address: 1414 N Belt St.
City, State, Zip: Spokane, WA 99210-1511

Remittance Address:
City, State, Zip

Summary of Services

MOU between the Lilac Bloomsday Association and the City regarding service delivery and cost recovery for the 2016-2018 Bloomsday events. The City agrees to accept 40% of the personnel costs for Police and Fire (as set forth in section 4 of the contract) while the Association agrees to cover 60%.

Amount: Annual Revenue: \$38,400 Budget Code: Police 0680-11300-21340-34210
Expected Annual Expenses: Fire Gen Fund 0440-35120-99999-34220
\$64,000 Dispatch 1630-35210-22551-34220
EMS 1970-35310-26800-34220

Maximum Amount

Beginning Date: 4/1/16 Expiration Date: 6/30/18 Open-Ended: ☐

☐ Quotes (per Purchasing Policy to be kept on file in Dept.) ☒ Insurance Certificate (as per contract)
☒ City Business License and expiration date ☐ If Public Works Contract, Contractor has been notified of State Law requirements
☒ UBI Number and Expiration Date

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

Requestor/Verifier/Contact: _____

Funds are available in the appropriate budget account

Accountant

Signature

Date

Department Head

Signature

Date

Other

Signature

Date

Other

Signature

Date

Distribution List

Contractor E-mail: alodenthal@gmail.com	Contract Accounting: kkeck@spokanecity.org
Dept. Contact E-mail: ccortright@spokanecity.org	Taxes and Licenses
creisenauer@spokanepolice.org	bwilliams@spokanefire.org
bschaeffer@spokanefire.org	slynds@spokanepolice.org korlob@spokanecity.org

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and the LILAC BLOOMSDAY ASSOCIATION, a non-profit corporation, whose address is 1414 N. Belt, Spokane, Washington 99201, as "Association".

The parties agree as follows:

1. HISTORY. The Association and the City of Spokane have enjoyed a long relationship of collaboration in support of fitness and health in the Spokane region. From its inception and up through 2001, the City was a sponsor of the Lilac Bloomsday Run, as "Bloomsday", through services-in-kind at no cost to the Association. Beginning in 2002, the City found that it could not financially support a full array of events including the Bloomsday without some recovery of costs expended on behalf of those events. In early 2003, the Office of the City Administrator under the authority of the Office of the Mayor and chapter 10.39 of the Spokane Municipal Code, formulated an unwritten policy of cost recovery for all special events, like Bloomsday, that credit up to a maximum of forty percent (40%) of expended funds for police and fire services. The City recognizes that Bloomsday creates an annual economic impact to the community exceeding \$5 million.
2. TERM. This MOU represents the parties' mutual understandings concerning the 2016 – 2018 Bloomsdays.
3. SCOPE OF AGREEMENT.
 - A. The City shall continue to provide all services that have been a part of the City's participation with Bloomsday. The City will identify a single point of contact between the City and the Association. This point of contact will be responsible for coordinating review and response of the Special Events Permit Application. It is desirable to convene the customary meeting of Bloomsday officials and City division / department employees to identify those tasks and come to agreement as to what tasks will be performed and to ensure that no tasks are overlooked. This meeting traditionally takes place in mid-March of each event year. The City shall provide coordination services of the special events offices of both the Spokane Fire Department and Spokane Police Department at no cost to the Association.
 - B. Unless extraordinary circumstances arise, cost recovery will be limited to personnel costs and will not include equipment or supply purchases without prior notice to the Association.

- C. The City shall provide services of street cleaning, street maintenance, solid waste services and other services that have become part of the City's contribution of services in-kind without including these costs in the cost recovery invoice for the 2016-2018 Bloomsdays.
- D. The Association shall notify the City of any expected changes in the Bloomsday course or changes to the operation of Bloomsday that might impact the expected costs to the City, or that might impact the comfort, convenience or access of the citizens of Spokane.
- E. The scope of services to be provided by the Spokane Police Department (SPD) and Spokane Fire Department (SFD) will be presented and mutually agreed to at the mid-March 2016 meeting. It is anticipated this scope of services will remain consistent during the entirety of the Term of this MOU, and is reflected in the anticipated costs delineated in Section 4.C. below.
- F. As needed, the City designated point of contact will work with the Association to identify cost reduction strategies that may reduce the resulting invoice amounts.

4. **COSTS.**

- A. The City will provide an invoice for SFD and SPD personnel costs to the Association within sixty (60) days of the date of the event; listing full cost recovery of expended dollars. The City agrees to accept forty percent (40%) of the total costs in consideration of Bloomsday's annual economic impact of \$5 million or more to the Spokane region. The invoice amount will be sixty percent (60%) of actual costs.
- B. Any major changes to the scope of services agreed to at the mid-March 2016 meeting that impacts the expected costs provided in subsection C below, will require a renegotiation between the parties concerning that changed amount, beyond the initial cost projections.
- C. The City's projected costs for 2016 (the initial year of this MOU) are:

Year	Department	Expected Costs	Bloomsday 60%
2016	SPD	\$50,000.00	\$30,000.00
	SFD	\$14,000.00	\$8,400.00

Dated: _____

CITY OF SPOKANE

By: _____
City Administrator

Attest:

City Clerk

Approved as to form:

Assistant City Attorney

Approved:

Chief of Police

Approved:

Fire Chief

Dated: _____

LILAC BLOOMSDAY ASSOCIATION

By: _____

Title: _____

**Bloomsday MOU
BRIEFING PAPER
City of Spokane
My Spokane
Monday, March 21, 2016**

Subject

Bloomsday MOU

Background

Per SMC 10.39, the City of Spokane shall charge special events for costs associated with traffic control and fire department response provided by the City unless waived by Mayor or City Council. In recognition of the economic impact the Bloomsday Road Race brings to Spokane, the City will only charge Bloomsday for 60% of expected costs for Fire and Police. The annual estimated costs are approximately \$64,000. The MOU with Bloomsday will be valid for next 3 races (2016-2018).

Impact

The MOU with Bloomsday will allow the City to recover 60% of the overtime costs (~\$38,400 in 2016) for Police and Fire required to host a safe event for all participants.

Action

Approve minor contract

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

04/11/2016

Date Rec'd	12/16/2014
Clerk's File #	OPR 2016-0307
Renews #	OPR2015-0386

Submitting Dept	HEARING EXAMINER	Cross Ref #	
Contact Name/Phone	BRIAN MCGINN 6010	Project #	
Contact E-Mail	BMCGINN@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	0570, INTERLOCAL WITH SPOKANE COUNTY FOR HEARING EXAMINER SVCS.		

Agenda Wording

Interlocal cooperation Agreement between the Spokane County and the City of Spokane for Hearing Examiner services for a period of twelve months commencing on January 1, 2016, and running through December 31, 2016.

Summary (Background)

There are instances in which the hearing examiners for the City of Spokane and for Spokane County are unable to hear certain applications and must seek the services of a pro-tem hearing examiner. This Interlocal Agreement provides a mechanism whereby the County and the City can respectively use the services of the other party's hearing examiner as a hearing examiner pro-tem on an in-kind basis, or agree to pay for such services at a rate of \$137.32 per hour or at a negotiated rate . . .

Fiscal Impact		Budget Account	
Revenue	\$ 137.32 hr	#	0570-51500-99999-33810
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	MCGINN, BRIAN	Study Session	
Division Director		Other	
Finance	KECK, KATHLEEN	Distribution List	
Legal	DALTON, PAT	areid@spokanecity.org	
For the Mayor	SANDERS, THERESA	MDempsey@spokanecounty.org	
Additional Approvals		GVASQUEZ@spokanecounty.org	
Purchasing		State Auditor	



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

This interlocal relationship has been in effect since 1996.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Return to: Office of the City Clerk
808 West Spokane Falls Blvd.
Spokane, Washington 99201

City Clerk's No. _____

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
SPOKANE COUNTY AND THE CITY OF SPOKANE
FOR HEARING EXAMINER SERVICES**

THIS AGREEMENT is between SPOKANE COUNTY, a political subdivision of the State of Washington, as "County", and the CITY OF SPOKANE, a Washington municipal corporation, as "City;" jointly referred to hereinafter as the "parties",

RECITALS

WHEREAS, pursuant to RCW 39.34.080, the County and the City may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, the County has a full-time Hearing Examiner to conduct quasi-judicial hearings on land use matters involving County government, and the City has a full-time Hearing Examiner to conduct administrative or quasi-judicial hearings on land use matters and other regulatory matters involving City government; and

WHEREAS, the City and County wish to make use of the other party's Hearing Examiner to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, the City and County have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the

duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner; Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner; and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters;

In consideration of the above recitals and the terms specified below, County and City hereby agree as follows:

1. PURPOSE. This Agreement is to provide a mechanism whereby the County and the City can respectively use the services of the other party's Hearing Examiner pro-tem to conduct administrative and quasi-judicial hearings, as directed respectively by the Board of County Commissioners of Spokane County and the Spokane City Council.

2. PAYMENT. The County and the City may exchange Hearing Examiner services on an in-kind basis, or agree to pay for such services at the rate ONE HUNDRED THIRTY SEVEN AND 32/100 DOLLARS (\$137.32) per hour, or such other rate or sum as the parties may negotiate. The party offering services under this Agreement shall submit an invoice for reimbursement to the party requesting services after such services have been rendered. Each Hearing Examiner shall keep a log of the number of hours worked and nature of the work performed for each hearing item, regardless of whether services are being reimbursed on an in-kind or hourly basis. The parties understand and acknowledge that their respective Hearing Examiners shall not be considered as an employee of the other party when performing services pursuant to this Agreement.

Payment shall be made payable to Spokane County and remitted to the Hearing Examiner, Third Floor, County Public Works Building, 1026 West Broadway Avenue, Spokane, Washington, 99260-0245. Payment shall be made payable to the City of Spokane and remitted to the Office of the Hearing Examiner, Sixth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington, 99201.

3. AGREEMENT NOT EXCLUSIVE. The County's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for the City of Spokane and the City's Hearing Examiner is hereby appointed as a Hearing Examiner pro-tem for Spokane County. This Agreement is not exclusive and each party may designate other Hearing Examiner pro-tems to hear similar matters as authorized by local ordinance or resolution.

4. DURATION. This Agreement shall begin January 1, 2016, and run through December 31, 2016, unless terminated sooner. The parties acknowledge that the

availability of their respective Hearing Examiners is contingent upon the amount of work and the number of hearings which must be held by a party's Hearing Examiner. Neither party guarantees that its respective Hearing Examiner will be available at all times requested by the other party.

5. DECISIONS. Each Hearing Examiner pro-tem shall comply with the requirements of federal, state and local law, relating to the matter being considered by the examiner, including the ordinances and resolutions of the party requesting services under this Agreement. If there is no applicable time period under statute or local ordinance or resolution for issuance of the Hearing Examiner's decision, the examiner shall exercise his best efforts to render a written decision with findings and conclusions within thirty (30) calendar days of concluding the hearing. If the Hearing Examiner's written decision is appealed, the Hearing Examiner shall review and certify the record from the hearing to the appropriate body after preparation of the record by the requesting party.

6. ADMINISTRATIVE SUPPORT. The offering party shall supply its own necessary administrative support services for the requesting party's hearing. The requesting party shall supply the hearing room, recording equipment, notifications, and copies of applicable regulations, policies, and reports. The offering party shall prepare and certify a transcript and/or copy of the record of any proceedings conducted by its Hearing Examiner, if required for an appeal; subject to reimbursement for the costs of preparing such documents from the appealing party as provided by law or ordinance. The offering party may consent to having the requesting party prepare such documents, subject to reimbursement from the appealing party for the costs involved.

7. AGREEMENT ADMINISTRATION. No new or separate legal entity or administrative entity is formed by this Agreement. No property will be acquired, held or disposed of.

8. INDEMNIFICATION.

- A. The County shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the County's intentional or negligent acts or breach of its obligations under the Agreement. The County's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the City, its officers and employees.
- B. The City shall indemnify, defend and hold harmless the County, its officers and employees from all claims, demands, or suits in law or equity arising from the City's intentional or negligent acts or breach of its obligations under the Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the County, its officers and employees.

- C. If the comparative negligence of the parties and their officers and employees is a cause of such damage or injury, the liability, loss, costs, or expense shall be shared between the parties in proportion to their relative degree of negligence and the right of indemnity shall apply to such proportion.
 - D. Where an officer or employee of a Party is acting under the direction and control of the other Party, the Party directing and controlling the officer or employee in the activity and/or omission giving rise to liability shall accept all liability for the other Party's officer or employee's negligence.
 - E. Each Party's duty to indemnify shall survive the termination or expiration of the Agreement.
 - F. Each Party waives, with respect to the other Party only, its immunity under RCW Title 51, Industrial Insurance. The parties have specifically negotiated this provision.
9. TERMINATION. Either party may terminate this Agreement upon five (5) days written notice to the other party. If the Agreement is terminated, each party shall reimburse the other for any services performed pursuant to this Agreement which have not at the time of termination been paid for and which the parties have previously agreed is compensable work.
10. VENUE. This Agreement has and shall be construed as having been made and delivered in the State of Washington and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.
11. PROPERTY AND EQUIPMENT. The ownership of all property and equipment provided by either Party in each meeting its obligations under the terms of this Agreement shall remain with the original owner unless specifically and mutually agreed by the PARTIES to the contrary.
12. LEGAL ADVICE. The requesting party shall be responsible for providing legal advice to the offering party in conjunction with his performing Hearing Examiner Services under the terms of this Agreement.
13. ALL WRITING AS CONTAINED HEREIN. This Agreement contains all of 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 the parties hereto, or posted on each of the parties' websites.

14. RECORDING. The City will file this Agreement with its City Clerk. The County shall file its Agreement with its County Auditor or place the Agreement on its WEB site.

IN WITNESS WHEREOF, the parties hereby execute the above Agreement:

ADOPTED by the Board of County Commissioners of Spokane County, Washington this 15th day of March 2016.



ATTEST:

Ginna Vasquez
Ginna Vasquez
Clerk of the Board

Shelly O'Quinn
Shelly O'Quinn, Chair

ABSENT

Al French, Vice-Chair

Nancy McLaughlin
Nancy McLaughlin, Commissioner
16 - 0216

Date: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

City Clerk

Approved as to form:

By:  _____
Assistant City Attorney

16-045

NO. 16-0216

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

IN THE MATTER OF EXECUTING AN INTERLOCAL)
COOPERATION AGREEMENT BETWEEN SPOKANE)
COUNTY AND THE CITY OF SPOKANE FOR)
HEARING EXAMINER SERVICES)

RESOLUTION

WHEREAS, pursuant to the provisions of RCW 36.32.120(6), the Board of County Commissioners of Spokane County (sometimes hereinafter referred to as the "Board") has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to the provisions of RCW 39.34.080, Spokane County and the City of Spokane may contract with each other to perform any governmental service which each may legally perform; and

WHEREAS, Spokane County has a full-time Hearing Examiner to conduct hearings on land use matters involving County government, and the City of Spokane has a full-time Hearing Examiner to conduct hearings on land use and other regulatory matters involving City government; and

WHEREAS, Spokane County and the City of Spokane desire to make use of the other party's Hearing Examiner to hear designated matters when the requesting party's Hearing Examiner is absent, has a conflict of interest, or is unable to timely process matters; and

WHEREAS, Spokane County and the City of Spokane have each adopted ordinances that authorize their respective legislative bodies to appoint a Hearing Examiner pro-tem to perform the duties of the Hearing Examiner when such Hearing Examiner is absent, has a conflict of interest or other reason; and

WHEREAS, Michael C. Dempsey is a County employee and currently serves as the Spokane County Hearing Examiner, and Brian McGinn is a City employee and currently serves as the City of Spokane Hearing Examiner and both Hearing Examiners are duly admitted members of the Washington State Bar Association and are knowledgeable on land use and other local government matters.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Spokane County, that either the Chairman of the Board, or a majority of the Board, be and is hereby authorized to execute that document entitled "INTERLOCAL COOPERATION AGREEMENT BETWEEN SPOKANE COUNTY AND THE CITY OF SPOKANE FOR HEARING EXAMINER SERVICES" pursuant to which, under certain terms and conditions, Spokane County and the City of Spokane will make use of the other party's Hearing Examiner from January 1, 2016 through December 31, 2016 to hear designated administrative or quasi-judicial matters when the requesting party's Hearing Examiner is absent, has a conflict of interest or is unable to timely process matters. The Parties agree to exchange such services on an in-kind basis, or pay for the services at the rate of ONE HUNDRED THIRTY-SEVEN AND 32/100 DOLLARS (\$137.32) an hour, or at a rate or sum as the Parties may mutually agree.

PASSED AND ADOPTED this 15th day of March, 2016.

ATTEST:



Ginna Vasquez
Ginna Vasquez, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Shelly O'Quinn
SHELLY O'QUINN, Chair

ABSENT

AL FRENCH, Vice-Chair

Nancy McLaughlin
NANCY MCLAUGHLIN, Commissioner

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

04/11/2016

Date Rec'd	3/29/2016
Clerk's File #	OPR 2013-0003
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	
Contact Name/Phone	KYLE TWOHIG 625-6152	Project #	2010088/2012088
Contact E-Mail	KTWOHIG@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR 16732
Agenda Item Name	0370 - AECOM CONTRACT AMENDMENT/EXTENSION		

Agenda Wording

Engineering Services proposed to amend the AECOM master contract with a time extension and additional funding to provide design services for the Spokane Falls CSO 26 Control Facility.

Summary (Background)

The design of CSO 26 was included in the original contract with AECOM, however various tasks relating to the development of the integrated plan, modeling support, other tank designs, re-siting the CSO facilities, and predesign services do not allow sufficient existing funds to cover the entirety of the design task. Additional funds and a time extension are necessary to complete this design, which includes all sub consultants costs.

Fiscal Impact		Budget Account	
Expense	\$ 947,232.82	#	4250 43416 94000 56501 10026
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
Dept Head	TWOHIG, KYLE	Study Session	
Division Director	SIMMONS, SCOTT M.	Other	PW 3/28/16
Finance	KECK, KATHLEEN	Distribution List	
Legal	WHALEY, HUNT	fperkins@spokanecity.org	
For the Mayor	SANDERS, THERESA	kbustos@spokanecity.org	
Additional Approvals		kkeck@spokanecity.org	
Purchasing		htrautman@spokanecity.org	
		ktwohig@spokanecity.org	
		jahensley@spokanecity.org	
		jlargent@spokanecity.org	

BRIEFING PAPER
Public Works Committee
Engineering Services
March 28, 2016

Subject:

Contract amendment with AECOM for Task 26: Design Services for Spokane Falls CSO 26 Control Facility

Background:

The City's Combined Sewer Overflow Control Plan calls for a 2.2 million gallon tank to manage flows from what's known as Basin 26. This basin includes much of the downtown and its considerable hard space, and it requires building a tank in an already very-developed area in our urban core north of the Downtown Library and west of City Hall.

The original scope of the contract was for design work to support the City's Integrated Plan approach and resulting revised CSO Capital Improvement Plan anticipated to be included in the City's Six Year Program. Additionally, the City selected AECOM to provide professional engineering services regarding design of control facilities for CSO 26, 34-2, 34-3, 33-2, and abridged preliminary design and construction support for CSO 24 sub-storages.

The design of CSO 26 was included in the original contract, however various tasks relating to the development of the integrated plan, modeling support, other tank designs, re-siting the CSO facilities, and predesign services do not allow sufficient existing funds to cover the entirety of the design task. Additional funds and a time extension are necessary to complete this design, which includes all sub consultants costs.

Impact:

Engineering Services proposed to amend the AECOM master contract (OPR 2013-0003) with a time extension and additional funding to provide design services for the Spokane Falls CSO 26 Control Facility.

Master Contract initial budget: \$4,788,857

Task 26 Design Services for Spokane Falls CSO Control Facility: \$1,627,068

Contract Amendment for approval: \$947,232.82 [plus time extension to 12/31/18]

Final Contract Amount (inc. reserve): \$5,736,089.82

Action:

For council consideration. The contract amendment will be forwarded for council approval.

Funding:

BRIEFING PAPER
Public Works Committee
Engineering Services
March 28, 2016

This is a \$30 million tank project that will be paid for with Water-Wastewater capital funds, including the Green Bonds the City sold in 2014.

CONTRACT AMENDMENT/EXTENSION

THIS CONTRACT AMENDMENT/EXTENSION is between the CITY OF SPOKANE, a Washington State municipal corporation, as "City", and AECOM TECHNICAL SERVICES, INC., whose address is 140 South Arthur Street, Suite 500, Spokane, Washington 99202 as "Consultant".

WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide design services for CSO Basins 26 and 34-1 and associated components, modeling of 5 tanks for CSO Basins 20 and 24, as well as administration, planning, design construction phase support and consulting; and

WHEREAS, the Consultant's services and expertise are needed for additional work on CSO 26 Control Facility's Final Design Services and Related Work, which has received RCW 39.10 - GC/CM approval from the Washington State Capital Project Advisory Review Board's (CPARB) Project Review Committee (PRC), for use on this project; -- Now, Therefore,

The parties agree as follows:

1. DOCUMENTS. The Contract dated January 21, 2013 and January 22, 2013, any previous amendments and/or extensions/renewals thereto are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.
2. EFFECTIVE DATE. This Contract Amendment shall become effective upon signature by the parties.
3. EXTENSION. The contract documents are hereby extended and shall run through December 31, 2018.
4. AMENDMENT. Section 2 – WORK, which includes Exhibit A of the original contract documents, is amended to include this additional scope of services entitled:

Task 26 – Spokane Falls Combined Sewer Overflow (CSO) 26 Control Facility Final Design Services and Related Work

All work and services under this Contract Amendment/Extension shall be performed in accordance with Consultant's submittal to the City dated March 17, 2016, and referred to as: ***Task 26 – Spokane Falls Combined Sewer Overflow (CSO) 26 Control Facility Final Design Services and Related Work, Scope of Work.***

5. COMPENSATION. The City shall pay a maximum amount not to exceed NINE HUNDRED FORTY SEVEN THOUSAND TWO HUNDRED THIRTY TWO AND 82/100 DOLLARS (\$947,232.82), for everything furnished and done under this Contract Amendment-Extension.

Dated: _____

CITY OF SPOKANE

By: _____

Title: _____

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Dated: _____

AECOM TECHNICAL SERVICES

E-Mail address, if available:

By: _____

Title: _____

City of Spokane

Task 26 – Spokane Falls Combined Sewer Overflow (CSO) 26 Control Facility Final Design Services and Related Work

Scope of Work

March 17th, 2016

Introduction:

This scope of work (Task 26 – Spokane Falls CSO 26 Control Facility Final Design Services and Related Work) amends the CSO 24/26/34-1 contract dated 1/22/2013 and supports the City's ongoing CSO design services being performed by the AECOM Technical Services, Inc. (AECOM).

Background:

During CSO 24/25/26 Control Facilities Final Design, a significant amount of potentially contaminated sub-surface soil and significant depths to suitable rock for a foundation were encountered at the Main Avenue CSO Control Facility (MACCF) site, requiring expensive mitigation. In addition, unknown variables remained with the future use of the planned MACCF property (e.g. parking structure, construction phasing for nearby property owners, access, etc.) and approval for conveyance across the North Coast Life Insurance property. These unknown variables, coupled with the costs associated with contamination remediation, deep foundation piles, etc., resulted in the City electing to further explore alternative sites for the proposed combined sewer overflow (CSO) control facilities for basins 24, 25 and 26.

The City requested AECOM to review three separate sites for the required improvements. AECOM developed a final technical memorandum for the analysis of the City-Proposed "Three Tank Alternative" for Mitigating Combined Sewer Overflows (CSOs) from CSO Basin 24, 25, and 26 - FINAL (AECOM, October 2015) which outlined key assumptions and estimated construction dollars based on available information.

The City elected to site the CSO Basin 26 control facility northwest of Spokane Falls Boulevard, east of City Hall and West of Monroe Street Bridge and name it the "Spokane Falls CSO 26 Control Facility." The City requested AECOM to prepare an engineering report (Task 21) to be the basis for construction plans and specifications for the Spokane Falls CSO 26 Control Facility.

Due to the complexities of the site and associated impacts, the City elected to pursue approval for General Contractor/Construction Manager (GC/CM) alternative project delivery from the Washington State Project Review Committee (PRC). Approval was granted by the PRC on January 28th, 2016 and will be the basis for delivering the Spokane Falls CSO 26 Control Facility Final Design project. The City-selected team, all located in Spokane, for the delivery of the project includes:

- City Project Manager (PM) - S.M. Hansen Consulting (Hansen)
- City GC/CM Advisor - OAC Services, Inc. (OAC)
- Design Engineer - AECOM Technical Services, Inc. (AECOM) with the following sub-consultants:
 - Coffman Engineers (Coffman)
 - Taylor Engineering (TEI)
 - Budinger & Associates (Budinger)
 - Bernardo Wills Architects (BWA)

- LSB Consulting Engineers (LSB)
- GC/CM – anticipated to be selected by City and under contract by the end of April 2016

The City requested AECOM to provide a scope of work (Task 26) to reflect the Spokane Falls CSO 26 Control Facility Final Design. The AECOM team and sub-consultants will provide civil, structural, mechanical, electrical, landscape architecture and surveying to carry out final design services and related support tasks as defined herein.

Note: Budinger was sub-contracted to AECOM under a separate Task Order (Task 23) to carry out the geotechnical exploration program associated with the Spokane Falls CSO 26 Control Facility.

Bidding Phase Services, Construction Phase Engineering Services and/or Construction Management are not a part of this scope and may be a future Task Order amendment.

Objective:

Provide final design services for the Spokane Falls CSO 26 Control Facility. The final design will be developed without substantial changes from the approved “Spokane Falls Combined Sewer Overflow (CSO) 26 Control Facility Final Engineering Report” submitted on March 17th, 2016.

AECOM will provide services for civil and structural final design, LSB Consulting Engineers will provide independent structural reviews and WSDOT Load Rating analyses, Coffman Engineers will provide services for mechanical & electrical final design, Bernardo Wills Architects will provide architectural landscaping design and plaza design, Taylor Engineers will provide surveying services.

Approach:

The AECOM team will provide technical engineering services necessary to prepare civil, structural, mechanical, electrical, landscape architecture, surveying and geotechnical technical specifications and drawings.

Draft drawings and specifications will be reviewed by the City and GC/CM at the 30% In-progress submittal, 60% submittal, and 90% submittals to confirm consistency with the City’s CSO integrated planning objectives, CSO 26 Engineering Report, and City objectives.

Quality Assurance/Quality Control (QA/QC) will be applied as required by the AECOM Quality Management System.

General Assumptions:

1. Schedule durations and dates listed herein are based upon a Task 26 written notice to proceed (NTP) received on or before the week of April 4th, 2016.
2. The GC/CM delivery method will be used and the GC/CM will be awarded in April 2016.
3. The final design will be developed without substantial changes from the CSO 26 Engineering Report.
4. Team responsibilities are defined per the “Task 26 – Spokane Falls CSO 26 Control Facility Responsibility Chart”.
5. The City has acquired all property required for this project.
6. All permitting is being led by the City. AECOM will provide assistance on an as-requested basis as described herein.

7. All public communication is being led by the City. AECOM will provide assistance on an as-requested basis as described herein.
8. Traffic control plan, pedestrian control plan, related specifications and associated coordination will be conducted by the City.
9. Construction for the planned control facility and associated conveyance will temporarily:
 - Remove the parking spaces along Spokane Falls Boulevard (in front of City Hall)
 - Shut down vehicular and pedestrian access to Spokane Falls Boulevard (from Lincoln Street to Main Avenue)
 - Impact Riverpark Square parking garage egress
 - Impact traffic routes along Spokane Falls Boulevard, Lincoln Street, Main Avenue and Monroe Street
 - Impact the City of Spokane Public Library southern garage entrance and possibly public access to the south
 - Impact the circular art structure with name plaques located to the west of the control facility
 - Impact the island housing the Statue of Lincoln
 - Impact access to Huntington Park
10. Final design services for the CSO Basin 25 Riverside sewer diversion is not a part of this scope.
11. Landscaping and public amenities associated with the Spokane Falls CSO 26 Control Facility were unknown when this scope of work was established and are to be developed as part of this scope of work. Assumptions regarding landscaping and public amenities and associated structural and electrical improvements are included herein; however, it is possible that out-of-scope final design drawings and specifications or other work will be required to accommodate final landscaping and public amenities that differ from the stated assumptions. Out-of-scope work of this nature will require a future task order or contract amendment.
12. Architectural landscape design, plaza design, control facility amenity design and associated appurtenances will be confirmed after the In-progress 30% Design Review and will not significantly change thereafter (e.g. civil, structural, mechanical or electrical revisions requiring greater than 16hrs effort per discipline). BWA will provide loading requirements to AECOM at least 25 business days before the 60% Design Submittal. Significant changes will require additional scope, budget and schedule.
13. Disturbed areas within the Spokane Public Library lot, Spokane Falls Boulevard and Lincoln Street will be replaced per the BWA plans. Since the final surface treatment is not clear, AECOM's design scope is based upon replacing these areas to pre-existing (2016) conditions.
14. The survey budget listed in this scope is set aside for future unknown survey work. All elevations will be based upon NAVD88 vertical datum; horizontal datum will be based upon Washington State Plane Coordinates, North Zone, modified to grid coordinates (COS survey basis).
15. Property lines and R.O.W's shown on the drawings will be based on available GIS information. If temporary or permanent easements are required due to the planned improvements, a separate scope and fee for those easement descriptions will be required.
16. City of Spokane Design Standards, City of Spokane Standard Plans and City of Spokane CSO Design Guidelines, as of July 2016, will be utilized.
17. Project specifications will be in accordance with the American Institute of Architects (AIA) supplied by the City on or before the In-Progress 30% Design Decision Workshop. Where AIA specifications are deficient, Construction Specifications Institute (CSI) or City of Spokane General Special Provisions (GSPs) will be used. The City PM will assist with incorporating City GSPs in to the project specifications.

18. AECOM will participate in Value Engineering (VE) workshops at the 30% and 60% Design Review Workshops which will include City staff, the City project manager (PM), GC/CM advisor, Engineer of Record and selected GC/CM. Constructability review comments will be addressed no later than the 60% Design Review Workshop.
19. AutoCAD Civil 3D will be used for exterior elevations of proposed gravity and pressure related conveyance components, exterior edges of diversion structures, exterior edges of intake/exhaust structures and their respective existing and finished grades. The exterior edges of the control facility structural components will be modeled in 3D. The purpose of providing the 3D model is to help identify potential utility conflicts and visually depict how the control facility is oriented with respect to the existing hillside and nearby existing structures. AutoCAD Civil 3D will not be used for interior control facility components.
20. Utility coordination and relocation are assumed to be provided by the GC/CM. AECOM will provide up to 16 hours assistance to GC/CM or City for utility coordination.
21. Temporary bypass system designs are performed by GC/CM.
22. One single deliverable of one bid package will be provided. Work associated with breaking the bid package into separate sub-contractor bid packages is not included.
23. Sub-task budgets and hours are approximate and may be shifted between sub-tasks by AECOM pending project needs.
24. The Opinion of Probable Cost is presented in the CSO 26 Engineering Report (\$23M construction cost including contingency).
25. Bidding services, construction phase engineering services, construction management, are not included in this scope of work and will require future task order or amendment.

SPOKANE FALLS CSO 26 CONTROL FACILITY FINAL DESIGN

26.1 Permitting & Related Support Services

The City will lead all permitting efforts associated with this project. AECOM will provide assistance on an as-requested basis up to the budget within this sub-task. At City request, AECOM will prepare documents for City comment, approval and use. Special expertise, such as biologists, archaeologists, etc. if required is not included in this scope of work, but may be provided as an additional service.

➤ Task 26.1 Budget: \$23,000.00 (Not to Exceed)

26.2 Surveying Services

At this time additional surveying needs have not been defined; however, there will likely be existing features (e.g. hillside topography, Monroe Street bridge abutments, outfall pipeline, retaining walls, etc.) that need to be confirmed during the design. This task provides a budget for various undefined topographic survey needs. As a sub-consultant to AECOM, Taylor Engineers will provide surveying services.

➤ Task 26.2 Budget: \$10,000.00 (Not to Exceed – Limited Notice to Proceed)

26.3 Coordination with Others

As requested by the City PM, AECOM will provide general coordination with those outside the Spokane Falls CSO 26 Control Facility project team on an as-needed basis. Miscellaneous meetings, supporting exhibits, and communications are anticipated and covered under this task.

➤ **Task 26.3 Budget: \$35,000.00 (Not to Exceed)**

26.4 Flow Control Chamber Upstream Hydraulic Evaluation

Sewage from the southern portion of existing CSO Basin 25 is conveyed east along Riverside Avenue within an existing 10-inch to 12-inch trunk sewer pipe. At the south side of the building located at 1110 W. Riverside Avenue (former Masonic Temple), the trunk sewer pipe changes direction (north) and passes under the former Masonic Temple to Main Avenue. The trunk sewer continues west along Main Avenue where flows are ultimately controlled by the existing CSO 25 Regulator located at the intersection of Cedar Street and Main Avenue.

The City wants to cap the existing sewer trunk south of the former Masonic Temple and divert the flow from this trunk sewer to CSO Basin 26 via the existing 30-inch CSO Basin 24 interceptor inlet pipe located within the Riverside Avenue right-of-way. The existing CSO Basin 24 interceptor inlet pipe currently conveys Basin 24 controlled flows (9.85± mgd) to the existing Basin 26 trunk sewer located in Lincoln Street, which ultimately conveys flows to the CSO Basin 26 FCC. This planned diversion of CSO Basin 25 flows to CSO Basin 26 is referred to as the “Riverside Diversion.”

In the past, AECOM performed preliminary hydraulic analyses and confirmed there are potential hydraulic issues associated with the Riverside Diversion. For example, near the location of the former Masonic Temple, the elevation of the existing 12-inch CSO Basin 25 trunk sewer in Riverside Avenue is lower than the existing 30-inch CSO Basin 24 interceptor inlet, so it must be confirmed that diversion to a higher sewer is possible. There is also a “side dam” connection between CSO Basin 25 and CSO Basin 26 at Riverside Avenue and Lincoln Street that is not well understood. This side dam and associated sewers must be evaluated and surveyed to confirm invert elevations, pipeline sizes and slopes.

This scope of work reflects a hydraulic analyses, research and design support needed to determine if the planned Spokane Falls CSO 26 FCC has the potential to adversely impact upstream existing CSO Basin 25 and CSO Basin 26 storm and sewer connections. This effort is highly recommended to optimize the CSO 26 FCC weir elevation with respect to the design storm event maximum water surface elevation and further support the City’s decision to partially mitigate CSO Basin 25 flows within CSO Basin 26. This scope of work does not reflect the final design improvements needed to appropriately perform the Riverside Diversion and convey the CSO Basin 25 flows to CSO Basin 26.

The AECOM team will:

1. Coordinate previously performed efforts with the COS Integrated Capital Management (ICM) team.
2. Research, inventory and evaluate prior preliminary XPSWMM hydraulic analyses for CSO Basin 25 and CSO Basin 26 that will impact the proposed CSO 26 FCC.
3. Research and evaluate existing CSO Basin 25 and CSO Basin 26 as-built and side sewer card information for areas suspected of potential hydraulic impacts due to the planned improvements. City staff will provide existing sewer information.

4. Perform hydraulic analyses assuming the Riverside Diversion will be as described in the "Three Tank Alternative" for Mitigating Combined Sewer Overflows (CSOs) from CSO Basin 24, 25, and 26 - FINAL (AECOM, October 2015).
5. Generate preliminary support figures for the CSO Basin 25 Riverside Diversion supporting the hydraulic model data input.
6. Perform additional XPSWMM hydraulic analyses of CSO Basin 25 flows combined with CSO Basin 26 flows in conjunction with the downstream proposed CSO 26 FCC improvements. Multiple iterations will be ran for separate weir elevations (≤ 5 at 0.2-ft \pm increments) and results tabulated for:
 - a. Average dry weather flow storm and sewer impacts (2012 & 2030), if any
 - b. Peak dry weather flow storm and sewer impacts (2012 & 2030), if any
 - c. 10-yr City Design Storm flow storm and sewer impacts, if any

Note: Existing (2012) flow data is not available at the planned Riverside Diversion. Existing (2012) flow data is only available at the existing Regulator structure located at Cedar Street and Main Avenue. The previously calibrated CSO Basin 25 hydraulic model data will be used to determine the Riverside flows. This scope of work does not include flow monitoring, evaluation of flow monitoring data, or calibration.

7. Pending results from the XPSWMM hydraulic model analyses and existing information research, additional survey may be required for contributing sewer or stormwater pipes or structures, but is currently not a part of this task. If additional survey is need, the City PM will be notified and a separate scope and budget will be developed.
8. Pending XPSWMM results and potential additional survey needs, develop a draft hydraulic technical memorandum summarizing the work performed and the associated results as well as recommendations for final design weir elevations to be used in the Spokane Falls CSO 26 FCC.
9. Submit draft technical memorandum for City review (≤ 1 *.pdf)
10. Develop a final technical memorandum summarizing the work performed and the associated results as well as recommendations for use in the Spokane Falls CSO 26 Control Facility final design (≤ 1 *.pdf).

Note: The final technical memorandum must be complete at least 20 business days before the 60% submittal to minimize final design re-work. If the technical memorandum is not finalized within this timeframe there will likely be schedule delays and possibly budget revisions.

➤ **Task 26.4 Budget: \$30,750.00 (Not to Exceed)**

26.5 GC/CM Coordination & Assistance

As a part of the GC/CM project delivery, AECOM will participate in the following services (requested by the City PM and suggested by OAC during scoping meetings):

1. Attend interviews (≤ 3 candidates) for the short listed GC/CM candidates
2. Attend Value Engineering Workshops at the 30% and 60% Design Review milestones (≤ 2 Workshops)
3. Provide input to GC/CM for development of construction sequence and schedules, and review of GC/CM supplied schedules (≤ 24 hours effort). Monitoring GC/CM schedule is not included in this scope of work.
4. Assist with tailoring the AIA Standard Form of Agreement and General Conditions to the Spokane Falls CSO 26 Control Facility project. AECOM will be in a support role only and will not provide the AIA documents. (≤ 16 hours effort).
5. Bid package support (≤ 24 hours effort)

6. General assistance at the City's request (\$10,000)

GC/CM related services not listed in this task are not included in this scope of work.

➤ **Task 26.5 Budget: \$30,058.00 (Not to Exceed)**

26.6 Provide Engineers Estimate of Probable Construction Cost and Independent Reviews of the GC/CM's estimates

AECOM will generate engineer's estimates of probable construction costs similar to what AECOM provided for recently constructed CSO control facilities (34-3, 34-2 & 33-2). These estimates will accompany the in-progress 30%, 60% and 90% final design submittals. BWA will provide a separate fee estimate for the above grade architectural and landscape amenities, which will accompany the in-progress 30%, 60% and 90% final design submittals.

For 2 rounds of estimating, AECOM Program Cost Consultancy (PCC) group will provide a review of the GC/CM's estimate and provide an executive summary of our opinion of the estimate. The AECOM PCC will attend one meeting with the GC/CM. The AECOM PCC will also provide independent reviews for specific items at City request within the specified budget established for this task.

➤ **Task 26.6 Budget: \$54,598.00 (Not to Exceed)**

26.7 Architectural Landscape/Amenity Design

Refer to Appendix A for the BWA proposal dated 3/17/2016.

➤ **Task 26.7 Budget: \$197,000.00 (Not to Exceed)**

26.8 Independent Structural Review & WSDOT Bridge Loading Analysis

Refer to Appendix B for the LSB proposal dated 3/17/2016.

➤ **Task 26.8 Budget: \$61,750.00 (Not to Exceed)**

26.9 – 26.12 DESIGN DOCUMENT PREPARATION

Design Assumptions:

1. Civil design:

- a. CSO Basin 26 XPSWMM hydraulic modeling will use the hydraulic model developed for Integrated Planning to size the control facility and associated conveyance facilities.
- b. Civil drawings will include rights-of-way from GIS, rather than survey.
- c. The CSO 26 Flow Control Chamber will be sized assuming the "Riverside Diversion" (flows from CSO Basin 25 in the vicinity of Riverside Avenue) is fully diverted to the Spokane Falls CSO 26 Control Facility.
- d. The north side of the Spokane Falls CSO 26 Control Facility will be partially exposed up to 30-ft. The west side of the Spokane Falls CSO 26 Control Facility will be partially exposed up to 10-ft. Landscape screening and/or aesthetic design elements will be addressed in the BWA construction plans developed under this scope of work.

- e. The existing CSO 26 Regulator Vault will be bypassed for a new Flow Control Chamber (FCC) housing a new Gabriel Novac & Associates (GNA) "mini" flow control device. The new CSO 26 FCC will be located within the library property.
- f. An automatic control facility flushing system will be provided by GNA.
- g. Pump station design capacity will be based on the total storage total volume (static) drained within 24 hours or less.
- h. Pump station design will be based on dry pit/wet pit configuration with the wet pit being incorporated into the sump. Installation of grinders in the dry pit to protect the pumps from large solids will be evaluated. Pumps are assumed to include VFDs. Coffman will develop the local Control Strategy for the pump station and provide provisions for future SCADA system after receiving City's input.
- i. Spokane Falls CSO 26 Control Facility maintenance access will be from Spokane Falls Boulevard only. Design of maintenance access road(s)/trail(s) is not included in this scope of work.
- j. Two fire hydrants will be provided to supply the water necessary for control facility maintenance. One hydrant will be used as a supply source to manually fill the pump station sump with fresh water to pump to the force main to avoid septic conditions between force main uses.
- k. A single potable water supply source will be provided for the above grade amenities.
- l. The existing Clean Water Drain (CWD) will be evaluated for control facility flushing use and on-site landscaping use. Up to 60hrs of effort will be provided.
- m. The Spokane Falls CSO 26 Control Facility will not include provisions for addition of future storage volume (e.g. flushways).
- n. Abandoned on-site existing utilities will be removed from service and capped near the property line. Design drawings for utilities removed from service will not be provided.

2. Structural design:

- a. Single level flat plaza deck located above the structure (outside of the Spokane Falls Boulevard travel way) for a combination of sustained HL93 traffic loading and public assembly (design live load). Loads associated with the plaza deck will transferred through the structure to the foundation.
- b. The trail limits, loading requirements and access provisions for the control facility are not defined. This scope assumes a 10-ft wide trail design (50% concrete slab on grade and 50% elevated on piles or piers per geotechnical recommendations) for a total length of no more than 400-ft, and does not require a deep foundation design.
- c. Structural design supporting the above grade amenities and facility access (e.g. stairs, steps, retaining walls ≤ 10 -ft in total height, cantilevered overlook(s), etc.) are not defined. This scope assumes \$40,000.00 for the production of ≤ 6 sheets and supporting specifications that do not require deep foundation design.
- d. All diversions structures will be cast-in-place concrete design.
- e. Allowable soil bearing capacities are assumed to be able to support a spread footing foundation configuration for the southern half of the facility and deep foundation piles or piers (to be determined in geotechnical report) are assumed for the northern half of the facility.
- f. AECOM will use in-house geotechnical engineers to evaluate the latest geotechnical information provided by Budinger and previously conducted geotechnical data to assist in the structural design.

- g. Buoyancy load design from a high groundwater table will not be required for any components of the structural design.
- h. Hazardous Classification and Division designations for electrical room, mechanical room and CSO facility storage cells per technical memorandum by Trindera Engineering, *"City of Spokane CSO Program Hazardous Area Classification"* report dated 7/18/2011.
- i. All pre-cast structures will be designed by the awarded Contractor based on a performance specification provided by AECOM.

3. Mechanical design:

- a. The odor control system will be based on the Spokane Falls CSO 26 Control Facility Odor Assessment Final Technical Memorandum dated March 2015.
- b. Mechanical rooms will be located beneath the plaza deck and above the control facility roof with access provisions for maintenance staff.
- c. Heating will be provided for personnel areas with electric unit heaters.
- d. Explosion proof equipment will be used in the mechanical areas, normal non explosion proof equipment will be used in the electrical room or any additional personnel areas. This will be consistent with recently completed CSO designs and follow the latest CSO Design Guideline criteria.
- e. Controls for the heating and ventilation system will be through the stand alone control panel.
- f. No mechanical cooling will be provided.

4. Electrical design basis:

- a. Instrumentation and control devices within the electrical and mechanical rooms will be based on the "CSO Design Guidelines" document dated February 4, 2016.
- b. Power infrastructure upgrade (supply source) to site for proposed improvements will be designed and provided by others.
- c. Emergency backup generator is not required.
- d. Provide coordination effort for power infrastructure upgrade, if needed.
- e. Power distribution to interior lighting, pumps, ventilation blowers and electric heaters.
- f. Power design provided at the concrete plaza above the Spokane Falls CSO 26 Control Facility will allow up to 15 separate service connections (e.g. food trucks) with power being supplied at 240/120V, 1-phase, 50 amps each.
- g. Power and controls for odor control equipment will be based on CSO 34-2 (Underhill) installation. Confirmation of the instrumentation and control devices within the electrical and mechanical rooms will need to be confirmed at the 60% Design Review Workshop.
- h. Controls consisting of local PLC control with provisions for future "active" remote SCADA control.
Note: Coffman will develop a local Control Strategy for the pump station and future SCADA system after receiving City's input before the 60% submittal, but all PLC and HMI programming for this project is provided by others.
- i. Electrical design will allow City staff to override basic level and telemetry controls.
- j. A hard wired telemetry connection, between the control facility and City Hall for control (not cellular or radio) is assumed. This connection will be coordinated with the City Traffic Engineer. Telemetry infrastructure, other than connections, is by others.
- k. Provisions for communications between the Spokane Falls CSO 26 Control Facility and other CSO Control Facilities is not provided.

- I. Internal lighting in mechanical room, dry well, wet well, electrical room and inside the control facility (meeting hazardous classification as appropriate) will be provided and be similar to recently completed CSO control facilities. On/off switches will be provided.

5. Landscape and Amenity design basis:

Refer to Appendix A for the BWA proposal dated 3/15/2016.

Milestone Review Assumptions:

1. The City and GC/CM will provide reviews of the In-progress (30%), 60% and 90% design documents. Prior to providing review comments to AECOM, City and GC/CM review comments will be compiled into one set (coordinated by City's PM) to reduce comment conflicts and facilitate comment resolution. Comments will be discussed as a team (led by the City PM) at the respective design submittal workshops.
2. At the end of the City and GC/CM review period (10 business days for the In-progress 30% submittal, 15 business days for the 60% submittal and 20 business days for the 90% submittal) a design workshop will be conducted to review City and GC/CM consolidated review comments.
3. Compiled City and GC/CM review comments for all disciplines will be provided within 20 business days after receipt of In-progress 30%, 60% and 90% delivery (transmittal).
4. The City will provide a final list of pay items to be included in the technical specifications before the 90% plans and technical specifications are submitted. The 90% and 100% specifications will be based on the final pay item list.
5. Substantial design changes will not occur after the 90% submittal review comments have been closed out (City approval of 90% response to comments matrix). Requested changes will require minimal rework.

26.9 Prepare In-progress (30%) Design Documents

To facilitate the 30% design and minimize schedule and budget impacts, the City PM will schedule a full day (8 hours) Design Decision workshop to be attended by City PM, City WW Maintenance Staff, City SCADA staff, AECOM CSO expert, and AECOM PM. The GCCM may also be included at City's discretion. The purpose of this workshop is to finalize decisions regarding:

- a. Floatables and settleables control strategy
- b. Configuration of 60-inch pipe between CSO 26 FCC and CSO 26 control facility
- c. Pump station configuration
- d. Force main routing and pump control
- e. Standby power requirements
- f. Access to control facility roof, dry pit (if applicable) and Mechanical/Electrical Rooms
- g. Combined outfall design capacity which includes flows from the CSO 26 Regulator, Clean Water Drain and nearby storm drain.

AECOM will prepare and distribute for review draft a workshop summary. After review comments are received (within 10 business days), the workshop summary will be finalized to document decisions made at the Design Decision Workshop. Deviations from decisions made at this Design Decision Workshop will likely result in out of scope design work.

Following the Design Decision Workshop, AECOM will conduct necessary designs to prepare In-progress (30%) drawings to support ongoing landscape architecture, amenity, and plaza design discussions including Value Engineering workshops being conducted with City staff, PM, GC/CM, AECOM and BWA. This will be an incomplete multi-discipline submittal and will be focused on the initial civil and

architectural components of the project to help better define finished surface features and minimize team re-work. This submittal will consist of:

1. Control facility layout, pump station layout, estimated footprints for electrical and mechanical rooms including access, gravity conveyance alignment, forcemain alignment, flow control chamber layout, flow control device type and manufacturer, intake & exhaust structure locations, and supporting details
2. Spokane Falls Boulevard improvements, landscaping limits, trail limits (if applicable), above grade finished surface features, above control and facility lid and below finished grade soil strata supporting the finished grade features and supporting retaining wall locations and sizes
3. Identification of existing overhead or underground utilities in conflict or required with the proposed construction
4. Provide an independent geotechnical review of Budinger's in-progress work products (as shown in Budinger & Associates Task 23 scope of work) and provide comments
5. Meetings with BWA on development of above grade amenities Program/Schematic (≤3 meetings)
6. List of critical issues, as applicable
7. Submit In-progress (30%) Design Documents:
 - a. ≤30 drawings for civil design
 - b. ≤15 drawings for architectural design
 - c. Architects estimate of probable construction cost with 25% contingency

Note: Submission of In-progress (30%) design documents will include a brief discussion (≤4 hours including City staff, PM, GC/CM, AECOM and BWA) providing an overview of the plans to familiarize the team prior to their review and field upfront questions. In depth design questions will be addressed during the In-progress (30%) design submittal workshop.

8. The City PM will schedule and conduct a Value Engineering Workshop to review the In-progress (30%) Design Submittal including each applicable discipline lead and the design Project Manager. AECOM will prepare and submit summary minutes of the Workshops identifying the comment resolutions and how they will be incorporated into the 60% design submittal. AECOM will attend the In-progress (30%) Design Submittal Workshops (two – ½ day (4 hour) workshops):
 - b. Project Overview
 - c. Control Facility & Flow Control Chamber Review
 - d. Conveyance (gravity & pressure) Review
 - e. Architectural Review
 - f. Constructability Comments

As part of in-progress 30% design review comment resolution, the following major project components will be agreed upon by the City:

- 1. Civil Design:**
 - a. Spokane Falls CSO 26 Control Facility final layout
 - b. Gravity conveyance pipe alignment
 - c. Pump station and forcemain preliminary layouts
 - d. Provision of grinders upstream of the pumps or not
 - e. Flow control device type

- f. Location of mechanical and electrical rooms including the available vertical space (within 6-inches)
- g. Intake and exhaust structure locations
- h. Existing Clean Water Drain (CWD) capacity
- i. Confirmation of control facility use of CWD
- j. Existing Storm Sewer (27") capacity
- k. Maintenance vehicular access locations
- l. Maintenance personnel access locations
- m. Utility connection points

2. Landscape/Amenity Design:

Refer to Appendix A for the BWA proposal dated 3/15/2016.

26.10 Prepare 60% Design Documents

The AECOM team will provide:

1. Cover sheet, general notes sheets, abbreviation sheets and sheet indexes
2. Demolition plans. These sheets will reflect approved features to be removed based on City and GC/CM direction from the In-progress (30%) submittal
3. Excavation plans. These sheets will reflect limits and sub-surface excavation approach based on City and GC/CM direction from the In-progress (30%) submittal. Locations that appear to require shoring will be listed with their estimated lengths and heights to be discussed at the 50% Value Engineering Workshop.
4. Staging plans that reflect approved locations and constraints/limits established by the City and GC/CM. Establishing construction locations and constraints/limits is not included in ACCOM's scope of work.
5. Civil site plans. These plans will support the City approved landscape/amenity architectural design.
Note: BWA will provide permanent stormwater mitigation features as a part of their landscape design.
6. Civil grading plans. These plans will reflect finished grade or control facility concrete elevations based on the City-approved landscape/amenity architectural design. Elevations supplied will represent the bottom of the planned surface feature improvements established by BWA. Contours provided will be 1-ft intervals.
Note: Proper fill and clearances must be provided above the control facility structure, pipelines, ductwork, access hatches, etc. When conflicts arise, the City PM will be notified and a meeting will be set between the Engineer and Architect for resolution. Resolution will be presented by the design PM to the project team.
7. Conveyance alignments (Plan & Profile):
 - a. Gravity conveyance pipe (1"=50' scale).
 - b. Pressure pipe (1"=50' scale).
8. Pump station design:
 - a. Wet pit and dry pit pump station horizontal and vertical dimensions and elevations;
 - b. Pressure pipe horizontal and vertical dimensions and elevations;
 - c. Pump manufacturer & model number
 - d. Sewage grinder and associated provisions (if applicable)
9. Spokane Falls CSO 26 Control Facility layout:
 - a. Plan view(s)
 - b. Profiles (≤4 section cuts)

- c. Horizontal and vertical dimensions
- d. Utility penetrations
- 10. Detail sheets. These sheets include access hatch and manhole locations, special structures required to connect to the existing system including modification of the existing regulator vault.
- 11. Control facility structural design consisting of wall thicknesses, roof and slab thicknesses, penetration locations, water stop locations, control joints, construction joints, stairway design standards, basic concrete walkways access, operations room and backup power supply. Due to the complexity of the sub-surface geotechnical conditions, a Finite Element Analysis will be performed to assist with foundation design and evaluate the structure settlement. A 3-dimensional structural model, including piles, will be built and analyzed using SAP2000 structural software.
- 12. Structural design supporting the above grade amenities (as defined in structural design assumption part C)
- 13. Control facility load rating analyses meeting WSDOT requirements
- 14. Mechanical design consisting of odor control equipment size and type, ductwork alignments and penetration locations, intake and exhaust structure sizes and locations, fan size and locations and area classification for Authority Having Jurisdiction (AHJ) approval.
- 15. Electrical design consisting of power requirements, power supply location, communications and supply, conduit runs, handhole quantity and locations, general lighting, entry and exit controls, flow monitoring locations, level sensor locations, line diagrams (when applicable) and area classification for AHJ approval.
- 16. Identification of existing overhead or underground utilities in conflict or required with the proposed construction.
- 17. List of critical issues, as applicable
- 18. Submit 60% Design Documents:
 - a. ≤75 drawings for civil design
 - b. ≤55 drawings for structural design
 - c. ≤12 drawings for mechanical design
 - d. ≤12 drawings for electrical design
 - e. ≤20 drawings for architectural design
 - f. Table of contents technical specifications

Note: submission of 60% design documents will include a brief discussion (≤4 hours including City staff, PM, GC/CM, Engineer and Architect) providing an overview of the plans to familiarize the team prior to their review. In depth design questions will be addressed during the 60% design submittal workshop.

At the 60% design review comment resolution, the following major project components and their horizontal and vertical dimensions and elevations will be agreed upon by the City and GC/CM:

1. Civil Design:

- a. Flow control chamber layout including floatables and settleables control provisions
- b. Floatable control baffle design and locations
- c. Weir design and locations (including final decision on provision of a bending weir)
- d. Sump layout
- e. Check valve layout
- f. Overflow (regulator) final layout adjacent to the northwest wall of the control facility per the Engineering Report
- g. CSO 26 FCC Final Layout

- h. Pump station layout (including grinders upstream of pumps in dry pit if applicable)
- i. Forcemain pipeline type, size, and alignment
- j. Gravity conveyance pipe final alignment and inverts
- k. Plumbing plan (potable water and flush gate hydraulics)
- l. Fire hydrant locations
- m. Access hatch locations and size
- n. Manhole locations and type (e.g. eccentric vs. concentric)
- o. Utility connection points
- p. Basic finished grade surfaces (i.e. parking spaces, paving plan, concrete curbing and gravel, etc. as applicable)
- q. Spokane Falls Boulevard and Lincoln Street pavement and sidewalk replacement

2. Structural Design:

- a. Structural design supporting landscape features
- b. Trail design
- c. Structural design supporting amenities
- d. Wall support design
- e. Foundation design
- f. Overflow (regulator) structural design
- g. Sub-surface drainage provisions (if necessary)
- h. Structural roof and slab design
- i. CIP diversion structures
- j. Structural control facility entry design
- k. Control joint and construction joint spacing
- l. Loading criteria and connection requirements for future structure(s) on top of the control facility.

3. Mechanical Design:

- a. Mechanical room layout
- b. Mechanical equipment layout
- c. Mechanical room access points (from electrical room and emergency escape manhole)
- d. Odor control equipment configuration and material
- e. Intake and exhaust structure dimensions, orientations and finish
- f. Ductwork alignments and sizes
- g. Ductwork size and location
- h. Valve manhole locations

4. Electrical Design:

- a. Electrical room layout
- b. Electrical equipment layout
- c. Electrical room access points
- d. Electrical equipment
- e. Above control facility power locations
- f. Local Controls (SCADA design is not included in this scope)
- g. Lighting locations & styles
- h. Conduit runs and handhole locations
- i. Flow metering locations
- j. Level sensor locations

- k. Electrical one line drawings for instrumentation and control
- l. SCADA System Control Strategy (by City)
- m. Pump control scheme
- n. Final process and Instrumentation Diagram
- o. Flushing system power (auxiliary and in-situ)
- p. Control for pump station design will be based on level in the CSO 26 FCC to maximize use of the interceptor capacity

5. Landscape/Amenity Design:

Refer to Appendix A for the BWA proposal dated 3/15/2016.

Note: No further changes will be made to the listed project components as changes will result in schedule delays and scope revisions.

26.11 Prepare 90% Design Documents

The AECOM team will provide:

1. Incorporate 60% review comments into the contract documents and obtain City concurrence with design decision matrix. Design documents consist of the following:
 - a. Revise construction documents per 60% Design Review comments (as applicable)
 - b. Identification of existing overhead or underground utilities in conflict or required with the proposed construction
 - c. Refined electrical details and design
 - d. Refined mechanical details and design
 - e. Refined structural design based on finalized control facility landscape and amenities
 - f. Refined structural 3-dimensional analysis, details and design
 - g. Comprehensive conveyance connection details
 - h. Conveyance special structure designs (≤ 4)
 - i. Final hydraulic system modeling (≤ 1)
 - j. Surface restoration, as applicable
2. Conduct hydraulic analysis (1 control facility & conveyance modification) to update facility configurations and adjust the size, capacity and alignments as needed
3. Detailed technical specifications
4. Submit 90% Design Documents.
 - a. ≤ 75 drawings for civil design
 - b. ≤ 55 drawings for structural design
 - c. ≤ 12 drawings for mechanical design
 - d. ≤ 12 drawings for electrical design
 - e. ≤ 20 drawings for architectural design
 - f. Draft technical specifications

Note: submission of 90% design documents will include a brief discussion (≤ 4 hours including Project Manager and City Staff) providing an overview of the plans to familiarize the City staff prior to their detailed review. In depth design questions will be addressed during the In-progress (50%) design submittal workshops.

5. The City PM will schedule and conduct a Workshop to review the 90% Design Submittal including each applicable discipline lead and the Project Manager. AECOM will prepare and submit summary minutes of the Workshops identifying the comment resolutions and how they

will be incorporated into the final design submittal. AECOM will attend the 90% Design Submittal Workshops (two – ½ day (4 hour) workshops):

- a. Project Overview
- b. Control Facility & Flow Control Chamber Review
- c. Conveyance (gravity & pressure) Review
- d. Structural Review
- e. Architectural Review
- f. Mechanical Review
- g. Electrical Review
- h. Constructability Comments

26.12 Prepare Final Design Documents

The AECOM team will:

1. Incorporate 90% review comments into the design documents.
2. Submit final drawings and technical specifications.

➤ **Tasks 26.9 through 26.12 Budget: \$1,157,151.00 (Not to Exceed)**

26.13 Coordination & Project Management

1. Project Administration consisting of processing of invoices, assessing project progress, creating earned value curves, and facilitate internal project meetings.
2. Attend project team meetings (≤20 meetings at an average of 4hrs each). This includes GC/CM meetings. Note these hours also consist of meeting agenda preparation and meeting notes or action item notification.
3. Attend City maintenance staff meetings (≤6 meetings at an average of 3hrs each). Note these hours also consist of meeting agenda preparation and meeting notes or action item notification.
4. Design Scheduling (≤2 revised design schedules).
5. Project Coordination. Include drawing and project team coordination between civil (storage and conveyance), structural, mechanical, landscaping and geotechnical disciplines. Tasks include inter-discipline monthly meetings, coordination and responding to design questions, submittals of in-progress to check inverts, vault locations, control facility penetrations, pipe locations, conduit locations, power requirements, etc. are interfaced with other disciplines and reviews of submitted work to confirm the project needs are met.
6. Sub-consultant safety and QA/QC coordination.
7. Project Specific Work Plan. AECOM will develop a project specific work plan to address Spokane Falls CSO 26 Control Facility project's scope, budget and schedule. The work plan will describe major elements, tasks, and subtasks as presented herein, and a list of expected project internal products and deliverables.
8. AECOM Project Information Center (APIC) or similar AECOM management software will be used to track the project status (i.e. budget, schedule, work progress, etc.) and submitted on a monthly basis accompanying monthly invoices.
9. AECOM will provide a written summary of monthly project status to the City PM. Project tracking efforts outside of normal internal AECOM financial processes will be performed by the City.

➤ **Task 26.13 Budget: \$10,011.00 (Not to Exceed)**

Note: The Task 26.13 budget reflects the effort to manage the Bernardo Wills Architects and LSB Consulting Engineers work. Management of all other tasks is included in the sub-task budgets.

SCHEDULE:

All days shown represent business (working) days.

In-Progress (30%) Design Drawings:

30% Design: 25 days

30% City Review: 5 days

30% Review Workshop: 2 days

Address City Comments: 10 days

60% Design Drawings:

60% Design: 65 days

60% City Review: 15 days

60% Review Workshop: 2 days

Address City Comments: 15 days

90% Design Drawings:

90% Design: 45 days

90% City Review: 20 days

90% Review Workshop: 2 days

Address City Comments: 15 days

Final (100%) Drawings:

Final Design: 45 days

Design:

Estimated Design Duration: 226 working days (includes City Review and Review Workshops)

Construction:

Estimated Construction Duration: 390 working days

Note: Design days listed do not include City design review time or project delays due to unforeseen circumstances. Significant delays (>20 days) to the schedule, not caused by AECOM or its sub-consultants, may require additional fee.

Deliverables:

1. Figures/documents related to permitting or Design Review Board assistance
2. Background topographical survey AutoCAD file
3. Exhibits, figures and documents supporting sub-tasks 26.1, 26.3, 26.4 and 26.5
4. In-progress (30%) Design Documents
 - a. Full size (24"x36") bond paper set (5 sets)
 - b. Engineers estimate of probable construction cost for civil, structural, mechanical and electrical improvements (*.pdf) (1 copy)
 - c. Architects estimate of probable construction cost for Landscape/Amenity and Plaza design features (*.pdf) (1 copy)

- d. Meeting notes (≤ 1) from 30% Review Workshop
- 5. 60% Design Documents
 - a. Full size (24"x36") bond paper set (5 sets)
 - b. Half size (11"x17") bond paper (1 set)
 - c. Engineers estimate of probable construction cost for civil, structural, mechanical and electrical improvements (*.pdf) (1 copy)
 - d. Architects estimate of probable construction cost for Landscape/Amenity and Plaza design features (*.pdf) (1 copy)
 - e. Outline of technical specifications (*.pdf) (1 copy)
 - f. Meeting notes (≤ 1) from 60% Review Workshop
- 6. 90% Design Documents
 - a. Full size (24"x36") bond paper set (5 sets)
 - b. Half size (11"x17") bond paper (1 set)
 - c. 50% design review response to comments (5 copies)
 - d. Engineers estimate of probable construction cost for civil, structural, mechanical and electrical improvements (*.pdf) (1 copy)
 - e. Architects estimate of probable construction cost for Landscape/Amenity and Plaza design features (*.pdf) (1 copy)
 - f. Technical Specifications (*.pdf) (1 copy)
 - g. Meeting notes (≤ 1) from 90% Review Workshop
- 7. Final Design Documents
 - a. Full size (24"x36") mylar set (1 set)
 - b. Half size (11"x17") bond paper (1 set)
 - c. 90% design review response to comments (5 copies)
 - d. Engineers estimate of probable construction cost for civil, structural, mechanical and electrical improvements (*.pdf) (1 copy)
 - e. Architects estimate of probable construction cost for Landscape/Amenity and Plaza design features (*.pdf) (1 copy)
 - f. Technical Specifications (*.pdf and *.docx) (1 copy)
 - g. Electronic drawings (AutoCAD 2014)

The following may be required but are not included in this scope of work:

- 1. Multiple or early bid packages and related administration/negotiation
- 2. Evaluation of GC/CM subcontractors
- 3. Glover Trail connection(s)
- 4. Interim flow control device for CSO 26 FCC (flow control device cannot be set at 31.53 until the interceptor protection tanks I03, I04, and I07 are complete).
- 5. Cultural resources survey
- 6. Environmental phase assessments
- 7. Special expertise (e.g. biologists, archaeologists, etc.)
- 8. Geotechnical borings or investigation
- 9. Green stormwater infrastructure (GSI) or low impact development (LID) evaluation or design
- 10. Acquisition of temporary or permanent easements
- 11. Existing CSO 26 outfall pipeline condition evaluation, design, repair, revisions or flow monitoring provisions
- 12. Structural analysis of nearby structures
- 13. Interviews or discussions with media or public presentations
- 14. Hazardous materials assessment and assistance with site mitigation and remediation

15. Special design for project related noises or engine exhaust emissions mitigation
16. Generator (backup) power for City Hall
17. Special security design
18. Re-design of existing subsurface utilities
19. Subsurface bracing (support) design for existing or proposed conveyance pipe
20. Preparation of Federal Cross Cutter Report
21. Coordination efforts for Culturally Sensitive Areas
22. Implementation of trenchless technologies for conveyance design such as Horizontal Directional Drilling, Micro-Tunneling, Pipe Ramming, Jack & Bore, etc.

The following items are assumed to be required and performed by City staff or the City PM:

1. Property acquisition(s)
2. Traffic Control Plan and specifications
3. Pedestrian Control Plan and specifications
4. Bidding and administration of bid packages the GC/CM doesn't self-perform or bid out
5. City arborists will provide direction on which tree(s) to protect outside of the construction limits
All trees requiring protection will be clearly marked on the AECOM team plans
6. Coordination of the design or assistance in presentation to or procurement of acceptance from the federal, state and local agencies, citizens groups, regulatory agencies, business owners and the general public (AECOM will assist)
7. Lead public meetings with neighborhoods/businesses (AECOM will assist)
8. Lead public participation or notifications during construction (AECOM will assist)
9. Program pump station controls
10. AIA Standard Form of Agreement and General Conditions
11. Preparation of bid packages and bidding services not provided by GC/CM
12. Movement monitoring during construction

The following items are assumed to be performed by the GC/CM:

1. Preparation of all subcontractor bid packages from the single package provided by AECOM
2. Bidding services
3. Evaluation of sub-consultants and sub-consultant bids, including EC/CM and/or MC/CM
4. Relocate 8-inch gas line, including coordination with Avista
5. Shoring design for temporary or permanent use
6. The existing CSO 26 outfall will continue to convey CSOs from Basin 26 during and after construction is complete. The GC/CM will perform design and construction of a temporary bypass system design, stamped by a WA State PE.
7. Shoring design for temporary and permanent retention (e.g. shoring) systems designs used for construction, and stamped by a WA State PE. Shoring limits will be confirmed by the GC/CM prior to the 90% design submittal.
8. Acquiring temporary or permanent easements for construction
9. Acquire building permits and all other construction related permits
10. Potholing to confirm existing utilities
11. Notice of Intent (NOI)
12. Storm Water Pollution Prevention Plan (SWPPP)
13. Erosion Sediment Control Plan (ESC)
14. Construction staging plans
15. Construction coordination for nearby business and property owners.
16. Structural design for precast structures.

TASK 26 BUDGET BREAKDOWN:

- 26.1 – Permit & Related Support Services: \$23,000.00 (Not to Exceed)
- 26.2 – Surveying Services: \$10,000.00 (Not to Exceed – Limited Notice to Proceed)
- 26.3 – Coordination with Others: \$35,000.00 (Not to Exceed)
- 26.4 – Flow Control Chamber Upstream Hydraulic Evaluation: \$30,750.00 (Not to Exceed)
- 26.5 – GC/CM Coordination & Assistance: 30,058.00 (Not to Exceed)
- 26.6 – Provide Engineers Estimate of Probable Construction Cost and Independent Reviews of the GC/CM's estimates: \$54,598.00 (Not to Exceed)
- 26.7 – BWA Architectural Landscape & Amenity Design: \$197,000.00 (Not to Exceed)
- 26.8 – LSB Structural Review & WSDOT Bridge Loading Analysis: \$61,750.00 (Not to Exceed)
- 26.9 – 26.12 – Design Document Preparation (In-progress (30%), 60%, 90% & Final): \$1,157,151.00 (Not to Exceed)
- 26.13 - Coordination & Project Management: \$10,011.00 (Not to Exceed)
- Reimbursable Expenses: \$ 17,750.00 (Not to Exceed)

Sub-consultant (Coffman) Budget: \$171,707.00 (Not to Exceed)

Sub-consultant (BWA) Budget: \$197,000.00 (Not to Exceed)

Sub-consultant (LSB) Budget: \$61,750.00 (Not to Exceed)

AECOM Sub-consultant Markup: \$0.00

Non-Design Budget: \$122,598.00 (Not to Exceed)

AECOM Budget = \$1,074,013.00 (Not to Exceed)

Total Budget = \$1,627,068.00 (Not to Exceed)

Note: Work will not commence on tasks listed with “limited notice to proceed” without written City approval or email.

TASK 26 BUDGET SUMMARY:

Non-Design Budget: \$122,598.00 (Not to Exceed)

Final Design Budget: \$1,486,720.00 (Not to Exceed)

Reimbursable Expenses = \$17,750.00 (Not to Exceed)

Total Task 26 Budget: \$ 1,627,068.00 (Not to Exceed)

Task 26 - Spokane Falls CSO 26 Control Facility Responsibility Chart

The purpose of this responsibility chart is to illustrate AECOM's assumptions as to who has the primary responsibility for CSO 26 project delivery tasks. Team members with "P" have the primary responsibility for completing the named task.

Team:

City = City of Spokane (Kyle Twohig)
S.M. Hansen = City of Spokane PM (Steve Hansen)
AECOM Team = AECOM, Coffman, Bernardo Wills, LSB, Budinger, Taylor (Greta Gilman)
GC/CM – TBD
OAC = City of Spokane GC/CM Advisor (Greg Brown)

Responsible Party:

P = Primary
S₁ = Secondary
S₂ = Support
I – Information Only

CSO 26 Design City - S ₂ S.M. Hansen - S ₁ AECOM Team - P GC/CM - S ₂ OAC - I	Geotechnical City - S ₂ S.M. Hansen - S ₁ AECOM Team - P GC/CM - S ₂ OAC - I	Landscaping & Amenities Scope City - P S.M. Hansen - S ₁ AECOM Team - S ₂ GC/CM - S ₂ OAC - I	Permitting City - P S.M. Hansen - S ₁ AECOM Team - S ₂ GC/CM - S ₁ OAC - I	Stakeholder Input City - P S.M. Hansen - S ₂ AECOM Team - S ₁ GC/CM - I OAC - I	Public Outreach City - P S.M. Hansen - S ₁ AECOM Team - S ₂ GC/CM - S ₁ OAC - I
Procurement of the Contractor City - P S.M. Hansen - S ₁ AECOM Team - S ₂ OAC - S ₁	Subcontractor Plan City - P S.M. Hansen - S ₂ AECOM Team - I GC/CM - P OAC - S ₂	AIA General Conditions City - P S.M. Hansen - S ₁ AECOM Team - S ₂ GC/CM - I OAC - S ₁	Cost Estimation Review City - P S.M. Hansen - S ₂ AECOM Team - S ₁ GC/CM - S ₁ OAC - S ₂	Value Engineering City - P S.M. Hansen - S ₂ AECOM Team - S ₁ GC/CM - P OAC - I	
Bid Packages City - S ₁ S.M. Hansen - S ₂ AECOM Team - S ₂ GC/CM - P OAC - S ₂	Establishing MACC City - P S.M. Hansen - S ₂ AECOM Team - S ₂ GC/CM - P OAC - S ₁	Establishing Mini MACC's City - P S.M. Hansen - S ₂ AECOM Team - I GC/CM - P OAC - S ₁	Scheduling City - S ₂ S.M. Hansen - S ₂ AECOM Team - S ₁ GC/CM - P OAC - S ₁		

AECOM RATE SCHEDULE

Compensation shall be based on the following Rate Schedule:

2016 HOURLY LABOR RATES

Labor Category	Hourly Rate
Technical Specialist	\$217
Project Manager	\$179
Senior Engineer	\$170
Project Engineer III	\$119
Project Engineer I	\$85
CAD Tech / Designer	\$108
Clerical	\$80

Rates shown reflect payment terms established in the CSO 24/26/34-1 contract dated 1/22/2013.

OTHER LABOR RATES If additional services are authorized during the performance of the Agreement, compensation will be based on the Rate Schedule in effect at the time the Contracted Services are authorized.

COFFMAN ENGINEERS RATE SCHEDULE

Compensation shall be based on the following Rate Schedule:

2016 HOURLY LABOR RATES

Labor Category	Hourly Rate
Project Manager / Principal II	\$189
Technical Specialist / Senior Discipline Engineer	\$150
Senior Engineer	\$148
Project Engineer III	\$139
Engineer I	\$91
CAD Tech / Designer	\$87
Clerical	\$61

OTHER LABOR RATES If additional services are authorized during the performance of the Agreement, compensation will be based on the Rate Schedule in effect at the time the Contracted Services are authorized.

SUPPLEMENTAL PROVISIONS:**Reuse:**

Any reuse of AECOM prepared Work, except for the specific purposes intended hereunder, will be at the City of Spokane sole risk and without liability or legal exposure to AECOM or its subconsultants.

Safety:

City of Spokane agrees that in accordance with generally accepted construction practices, the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement will be made to apply continuously and not be limited to normal working hours. AECOM will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction Contractor. AECOM will not have the authority to stop the work of the construction Contractor. In no event will AECOM be liable for the acts or omissions of any construction Contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the City of Spokane.

Contractor Indemnification / Additional Insured Status:

City of Spokane agrees to obtain and maintain for the benefit of AECOM the same indemnities and insurance benefits obtained for the protection of City of Spokane from any Contractor or subcontractor working on the project and will obtain from that Contractor or subcontractor insurance certificates evidencing AECOM as an additional named insured.

Entitled to Rely:

Consistent with the professional standard of care and unless otherwise specifically provided herein, AECOM will be entitled to rely upon the accuracy of data and information provided by City of Spokane or others without independent review or evaluation.


Opinions of Construction Cost:

Any Opinion of the Construction Cost prepared by AECOM represents its judgment as a design professional and is supplied for the general guidance of City of Spokane. Since AECOM has no control over the cost of labor and material, or over competitive bidding or market conditions, AECOM does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to City of Spokane.

Hazardous Materials:

Notwithstanding anything in this Agreement, AECOM will have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons to hazardous materials in any form, at the Project Site.

Task 26 Acceptance:



Alex Sylvain, P.E.
Office Manager

3/16/2016

Date



Michael Horton, P.E.
PNW Infrastructure Business Unit Lead

3/16/16

Date

City Representative

Date

Changes in scope or extra work requested by the City shall be initiated by written order as provided within this contract. In response to the request, AECOM will develop scope, budget and schedule impact (Proposal) for submission to the City for their review and approval. Upon approval AECOM will amend scope, budget, the Project Plan and schedule to include the work. Costs associated with the development of the Proposal shall be considered extra work and subject to equitable compensation regardless of whether the City elects to proceed with the associated work.

Consulting Services Subcontract
 Combined Sewer Overflow (CSO) Tank 26 Plaza
 March 17, 2016

Exhibit A: Scope of Services

SCOPE OF WORK OVERVIEW

The scope of this contract includes a full set of design services required for successful execution and completion of the project defined below and depicted as in the attached Exhibit A-1, City of Spokane Approved Concept Plan. This Concept Plan includes 4 specific areas; CSO Tank Surface Plaza, Library Grounds Improvements, Intersection Improvements at Spokane Falls Blvd. & Lincoln St., and Glover Trail Connection. Assisting GCCM during acquisition of bids, and Construction Phase Services are not part of this proposal, however BWA will provide a separate fee upon request to perform services related to their areas of design responsibility.

BWA, Consultant, shall coordinate all Urban Design and Landscape Architecture Scope of Work items outlined in this document through AECOM.

This proposal includes the services of Coffman Engineers – Spokane, WA who will perform electrical engineering and lighting design for corresponding scope items under BWA responsibility. They will act as a direct subconsultant to BWA.

MACC: The maximum allowable construction cost for the Scope of Work (Exhibit A-1) is understood to be TWO MILLION NO/100 DOLLARS (\$2,000,000.00).

The value of the **Basic Services Scope of Work is a lump sum fee of ONE HUNDRED NINETY THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$197,000.00).**

Exhibit A-1: City Approved Concept Plan View
 Exhibit B-1: BWA Rate Schedule
 Exhibit E: Quality Assurance/Quality Control Plan

DETAILED SCOPE OF WORK

- | | | |
|-----|---|-----------------|
| 1.1 | Program/Schematic Validation Phase: 30% Completion
Lump Sum
<u>Schedule: This phase is programmed to be completed 25 business days after Notice to Proceed.</u> | \$32,505 |
|-----|---|-----------------|
- A. Description: A City of Spokane preferred Concept Plan was developed under a separate contract during the schematic design phase. It has been vetted with the city and key stakeholders. This contract will kick off with a formal analysis of the previously prepared concept plan to verify programming and space requirements with the design team and all stakeholders. Input from stakeholders will detail and catalog their programming needs as it is coordinated with the CSO Tank design, plaza surface goals, functions, activities, finishes, structural requirements, utility requirements, power/lighting/irrigation systems requirements and other needs.
 - B. Team Coordination: Four (4) design coordination meetings with AECOM regarding interface with tank/surface design, plaza element studies, pedestrian and vehicular circulation/access requirements, and surface evaluations.
 - C. Value Engineering: Two (2) value engineering meetings are allowed for in this phase with Client and GC/CM.
 - D. City/Stakeholder Meetings:
 1. Up to two (2) City/stakeholder presentations. One (1) initial Design Review Board presentation/workshop meeting and presentation. Public presentations shall consist of illustrative plans and elevations, narratives, and PowerPoint presentation delivered by senior level Landscape Architects/Project Manager in

public forum.

Note: Public and DRB meetings may be reallocated to other design phases by written request of the City. See EXCLUDED SERVICES.

- E. Specialty Lighting/Electrical: Coordination of schematic level lighting design including general plaza lighting, accent lighting, stair and ramp lighting, special effect lighting, lighting control system, aiming plan for special effects lighting. Identification of site electrical needs, outlet locations, City desired special uses/services.
 - 1. Specific deliverables include 30% level PDF design files, estimates for plaza surfacing and landscape features, furnishings, lighting, product data sheets, budgetary cost approximation. Outline specifications (AIA format).
- F. Drawings: Plans and other documents indicating the scale and relationships of project components in conformance with the program for all landscape architecture and urban design components as defined and expanded below:
 - 1. Project images/renderings clearly depicting design intent.
 - 2. Representative plan elements graphically complete.
 - 3. Anticipated structural requirements for support of plaza surface design elements. Professional structural engineering is not part of this proposal. All structural engineering services will be provided by and coordinated with AECOM consultants for components of the plaza, urban design elements, footings/foundations, stairs, walls, ramps, trails and exterior tank wall specialty surfaces.
 - 4. Details and elevations graphically proposed for tank surface areas.
 - 5. Public amenities graphically developed at larger scale.
 - 6. Project performance criteria established.
 - 7. Value Engineering review coordination with GCCM.
- G. Deliverables: Program validation - In Progress 30% Design Documents
 - 1. Full size (24"x36") bond paper set (5 sets)
 - 2. Schematic Design estimate of probable construction cost for; Plaza design features, impacts and integration of Library grounds, SF Blvd & Lincoln St. intersection enhancements, and Glover Field Trail connection. (*.pdf) (1 copy)
 - 3. Meeting notes (≤1) from Design Review Workshop

1.2 Design Development Phase: 60% completion

Lump Sum

\$55,160

Schedule: This phase is programmed to be completed 65 business days following City review of 30% documents and authorization to proceed to 60% completion.

- A. Description: Following Program/Schematic Validation, the project will be developed to design development level detailing (60% completion). Landscape and urban design elements will be refined and coordinated with CSO tank utilities, mechanical, electrical, and structural design/functional requirements. Selection of plaza surface materials, definition of spatial functions, activities/uses, identification of finishes, allocation for plaza surface storm water, selection of lighting types and systems, irrigation systems and requirements and planting schemes will be developed for those areas illustrated on Exhibit A-1.
- B. Team Coordination: Four (4) meetings are allowed within this phase with AECOM regarding interface with tank design, design studies and evaluations, in response to same.
- C. City/stakeholder Meetings and Presentations: One (1) follow up Design Review Board Presentation. Two (2) City/stakeholder presentations consisting of illustrative plans and elevations, narratives, and PowerPoint presentation delivered by senior-level Landscape Architect/Project Manager in public forum.

Note: Public meetings may be reallocated to other design phases by written request of the City. See EXCLUDED SERVICES.
- D. Value Engineering: No value engineering meetings are allowed for in this phase.
- E. Specialty Lighting/Electrical: Lighting design development including general project site lighting, accent lighting, special effect lighting, lighting control system, aiming plan for special effects lighting. Other site electrical needs; conduit routing, outlet locations, City desired special uses/services.

1. Specific deliverables include 60% level PDF design files, product data sheets for site landscape and urban design elements, furnishings, lighting and electrical, control equipment, budgetary cost approximation worksheet, 60% construction documents; drawings and technical specifications related to landscape architecture and electrical engineering disciplines for plaza design.
 2. Quality Control/Quality Assurance: All BWA's and their consultant's documents shall undergo standard QCQA (see Exhibit E) procedures prior to submittal of 60% documents to client.
- F. Drawings: Plans and other documents that fix and describe the size, scale and character of the project as to landscape architecture and urban design, mechanical and electrical systems in support of those disciplines, materials and such other elements as may be appropriate as identified and expanded below:
1. Plaza layout and related spaces fixed.
 2. Planting, irrigation, and urban design elements.
 3. Final surface materials selected and identified.
 4. Verification of structural requirements for support of plaza surface design elements. All structural engineering services to accomplish BWA design elements will be provided by and coordinated with AECOM consultants for components; including plaza and related, urban design elements, footings/foundations, stairs, walls, ramps, trails and exterior tank wall specialty surfaces.
 5. Lighting/electrical components fixed.
 6. Specialty interests coordinated: Spokane Arts Commission, Spokane Tribe, and Library integration.
 7. 60% draft of technical specifications (AIA format) related to landscape architecture/urban design and electrical engineering disciplines for areas shown on Exhibit A-1.
 8. Specialty sub consultant coordination: Water features.
 9. Project performance criteria refined/confirmed.
- G. Deliverables: Design Development - In Progress Design 60% Design Documents
1. Full size (24"x36") bond paper set (5 sets) and one (1) 1/2 size set (11"x17") format.
 2. GC/CM construction cost review summary (*.pdf) (1 copy)
 3. Draft technical specifications (*.pdf) (1 copy)
 4. Meeting notes (≤1) from Design Review Workshop
 5. Update design estimate of probable cost – 60%

1.3 Construction Documents Phase: 90% Completion.

Lump Sum

\$88,650

Schedule: This phase is programmed to be completed 45 business days following City review of 60% documents and authorization to proceed with 90% completion of Construction Documents.

- A. Description: Construction documents phase will utilize AutoCAD version compatible with AECOM and BWA sub consultants. AECOM shall provide to BWA for their use, base files that control horizontal and vertical dimensions of the CSO control facility. BWA drawings will include .5 ft. contour intervals and point specific elevations. In addition to inter-team coordination meetings, review meetings are scheduled to be held at 30%, 60%, and 90% submittal milestones and will incorporate team and GC/CM comments into the project to further develop/refine detailed design criteria, in preparation for bidding of the construction documents. Discipline specific technical specifications and a design estimate of probable cost will accompany the 90% submittal.
- B. Team Coordination/Review Meetings: Five (5) team design coordination meetings with AECOM and subconsultants are allowed for within this phase, (3) of which are identified as the 30%, 60% and 90% submittals. BWA senior-level Landscape Architect/Project Manager will attend all review meetings. No public meetings are allowed for in this phase.
- C. Value Engineering: No value engineering meetings are allowed for in this phase.
- D. Drawings: Plans, specifications, and other documents describing the requirements for bidding, contracting, and construction of the Project including plan and details related to landscape architecture and urban design, and lighting and electrical. Standard amenity

details from adjacent Huntington Park (The Gathering Area) will be considered for incorporation into the construction package.

1. Plaza Layout Plan @ 20 scale.
2. Grading Plan @ 20 scale.
3. Materials Plan @ 20 scale.
4. Planting Plan @ 20 scale.
5. Irrigation Plan @20 scale.
6. Details: plaza hardscape, site amenities, planting and irrigation, rainwater mitigation/rain garden design, specialty details.
7. Final Lighting and Electrical Plans; BWA sub consultant coordination.
8. Final specialty BWA sub consultant coordination.
9. Project Technical Specifications – 90%
- E. Deliverables: Construction Documents – In Progress 90% Design Documents
 1. Full size (24"x36") bond paper set (5 sets)
 2. 60% design review response to comments (5 copies)
 3. GC/CM construction cost review summary (*.pdf) (1 copy)
 4. Specifications (*.pdf) (1 copy)
 5. Meeting notes (≤1) from Submittal Review Workshop
 6. Final design estimate of probable cost -90%

1.4 **Final Construction Documents Phase: 100% Completion.**

Lump Sum

\$20,685

Schedule: This phase is programmed to be completed 45 business days following City review of 90% documents and authorization to proceed with 100% Construction Documents.

- A. The final 10% completion of construction documents will address all comments received from the 90% review by the City, GCCM, and design team. Drawings and specifications will be coordinated and developed for bidding purposes.
- B. Team Coordination/Review Meetings: Three (3) team design coordination meetings with AECOM and sub consultants are allowed for within this final phase.
- C. Value Engineering: No value engineering meetings are allowed for in this phase.
- D. All documents shall be prepared to 100% completion suitable for GC/CM acquisition of bids.
- E. Deliverables: Final Design Documents – 100%
 1. Full size (24"x36") Mylar set (1 set)
 2. Half size (11"x17") bond paper (1 set)
 3. 90% design review response to comments (5 copies)
 4. GC/CM construction cost review summary (*.pdf) (1 copy)
 5. Specifications (*.pdf and *.docx) (1 copy)
 6. Electronic drawings (AutoCAD 2014)

1.5 **GC/CM Bidding and Negotiations, Construction Phase Services, and Project Closeout & Record Drawings.**

- A. This proposal specifically omits services with corresponding costs for GC/CM Bidding and Negotiations, Construction Phase Services and Project Closeout and Record Drawings. However, BWA understands that these services, related to our specific areas of design responsibilities, and our sub consultants', may be requested by the City at a later date under separate contract.

SERVICES BY OTHERS: BWA shall coordinate with other AECOM consultants to the extent noted in this proposal.

EXCLUDED SERVICES: Services not included in this are:

- Bidding Phase and Construction Services Phase, however we have noted our potential involvement in each phase as being negotiated under separate contract.
- Architectural services for the Concessions component of the Concept Plan.
- Civil Engineering services- including surrounding and adjacent street storm water collection and dispersal, sanitary sewer, potable water and/or natural gas service leads.
- Structural Engineering
- Mechanical Engineering – beyond possible specialty elements associated with landscape and urban design elements.
- Geotechnical Services
- Site and Boundary Survey
- SEPA Checklist
- Further public process and participation beyond that listed the scope of this contract.

- A. This provision recognizes that there may be occasions when this high-profile public project generates unsolicited feedback or input from 3rd-party public stakeholders that raise unexpected questions about the project scope or questions which are out-of-sequence with the design process prescribed in this contract. If, in the City's view, addressing such questions requires additional support from BWA and/or their sub consultants in the form of program analysis, cost analysis, design alternative studies, or other design effort, and if such effort compels BWA to defend, reconsider or reevaluate design decisions already approved by the City or otherwise clearly outside the program parameters established by the City, then such effort by the landscape architect shall be eligible for additional services compensation.

ADDITIONAL SERVICES FOR CONSIDERATION: No additional design team, GC/CM Value Engineering, or public meetings/presentations are allotted for services listed below. It is assumed that their coordination and integration within the overall project scope will be accomplished within the meetings noted previously. Should additional meetings be requested or required to complete the work describe below, the time an expense accrued will be invoiced at our customary hourly rates.

- A. Specialty design to accommodate color changing accent lighting options. Should the Client desire this service, it is understood that it will be provided under a separate contract at a value of **\$6,700** in addition to the proposed total fee listed on page 1 as Value of Basic Services.

March 14, 2016

Mr. Dell Hatch, ASLA
Bernardo Wills Architects
153 S. Jefferson St.
Spokane, WA 99201

Project: CSO 26 Tank Plaza

Subject: Proposal for Electrical Engineering Services (Revised)

Dear Dell:

Coffman Engineers, Inc. is pleased to submit this proposal for electrical engineering services for the design associated with the subject project.

The attached terms and conditions (Coffman Engineers Agreement for Professional Services) will serve as our contract for services, in conjunction with this proposal. If you find this proposal acceptable, please sign in the space provided at the end of this proposal and return to us as written authorization to proceed.

PROJECT DESCRIPTION

Per our meeting on February 19 and the Final Concept Plans dated December 2, 2015, we understand the project will consist of the design of a Plaza on top of the proposed CSO 26 Tank that will require general pedestrian lighting, specialty lighting of particular features of the Plaza as described below, and power distribution to general outlets in light pole bases and a water feature pump.

PROJECT APPROACH

Coffman Engineers will prepare construction drawings and specifications for the scope of work described below. We understand this scope of work is for design and preparation of bid documents, bidding assistance, and construction administration.

PROJECT BUDGET

The Project MACC is \$2,000,000.

BASIC SERVICES

The following basic services will be included with our engineering services.

1. Electrical Engineering Basic Services:

- Pedestrian lighting of the plaza using the City standard light pole with a power receptacle in the base.
- Pedestrian lighting of the Area 2 Library Corner using the City standard light pole with a power receptacle in the base. Five light poles are included.
- Step lights and ramp lights.
- Highlighting of basalt walls and columns.
- Ground-mounted puck lights in plaza paving to highlight waypoints along the simulated Spokane River.
- Transit Shelter lighting per STA standards.
- Lighting controls for lighting described above.
- Lighting of public art (one piece) with color-changing LED's and programmable controls.
- General-use power receptacles in light pole bases mentioned above.
- Power for two water feature pumps including general on-off controls.
- Utility power service and power distribution to support the loads listed above.
- Three design team meetings.
- Electrical specifications.
- Electrical construction cost estimate.

ADDITIONAL SERVICES

The following services are not included under Basic Services and will be considered Additional Services to the Agreement:

1. **BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES:** Including pre-bid meetings, submittal review, answering contractor questions, construction observation visits, and as-built drawing preparation.
2. **ELECTRICAL DESIGN FOR BUILDING STRUCTURES:** Including Concession Buildings.
3. **DESIGN FOR POWER NOT LISTED IN BASIC SERVICES:** Including power for Food Trucks (CSO 26 Tank Proposal) and other specialty power.
4. **ELECTRICAL DESIGN FOR AREA 3 SPOKANE FALLS BOULEVARD AND AREA 4 GLOVER FIELD TRAIL CONNECTION.**
5. **ELECTRICAL DESIGN OF LOW VOLTAGE SYSTEMS:** Including telephone/data, fire alarm, video surveillance and other security.
6. **PROGRAMMABLE, AUTOMATED CONTROLS DESIGN FOR WATER FEATURES.**

Mr. Dell Hatch, ALSA
Bernardo Wills Architects
CSO 26 Tank Plaza
March 14, 2016
Page 3

ARCHITECT/OWNER FURNISHED ITEMS

Our proposal assumes the following items will be provided to us by the Architect/Owner:

1. Site layout in electronic format.
2. Floor plans, elevations, and sections provided in electronic format.
3. Quantities and locations of equipment requiring electrical connections.

DELIVERABLES

Coffman Engineers will prepare a final bid set of documents. We will provide PDFs of the deliverables noted above, as well as CAD files of our drawings.

ASSUMPTIONS/CLARIFICATIONS

Our proposal is based upon the following assumptions and clarifications:

1. We will create our drawings in a 2014 version of AutoCad consistent with that used by AECOM.
2. We assume the GCCM or AECOM will provide the general conditions or general requirements for the specifications manual. Coffman Engineers, Inc. will provide the technical specifications associated with our engineering plans.
3. We will provide plans for submission by others to the Authority Having Jurisdiction (AHJ) as part of the permitting process. Coffman Engineers, Inc. will respond to and address plan comments from the AHJ.

ENGINEERING FEES

Basic services for electrical engineering will be performed for the work described above for the following lump sum fees:

Basic Electrical Engineering:	\$26,000
Public Art – Color Changing LED Lighting	\$6,700

REIMBURSABLE EXPENSES

Reimbursable expenses are included in the total fee noted above.

Mr. Dell Hatch, ALSA
Bernardo Wills Architects
CSO 26 Tank Plaza
March 14, 2016
Page 4

Thank you for the opportunity to provide this proposal. We look forward to working with you on this project. Please let me know if you have any questions or if you need additional information.

Sincerely,

COFFMAN ENGINEERS, INC.

Kurt Niven, P.E.
Principal, Electrical Engineering

Enclosure: Agreement for Professional Services

This proposal is acceptable to Bernardo Wills Architects:

Authorized Signature

Date



LEGEND

- AREA #1 - CSO TANK SURFACE FEATURES & CIRCULAR POEM PLAZA
- AREA #2 - SURFACE & LANDSCAPE ENHANCEMENTS TO LIBRARY GROUNDS TO MATCH PLAZA
- AREA #3 - SPOKANE FALLS BLVD/LINCOLN ST. INTERSECTION PATTERNING AND SPEED TABLE/ART
- AREA #4 - GLOVER FIELD TRAIL CONNECTION

CSO TANK 26 PLAZA EXHIBIT A-1

LANDSCAPE ARCHITECTURE DESIGN SERVICES

Prepared for:
AECOM

DATE: MARCH 14, 2016

BWA BERNARDO WILLS
ARCHITECTS PC



RIVER FRONTAGE SOUTH BANK INTERCEPTOR - CITY APPROVED CONCEPT PLAN

SCALE: 1"=20'



Exhibit B-1

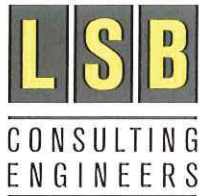
2016 STANDARD HOURLY RATES

1. BWA HOURLY RATES

Dell Hatch, Landscape Principal	\$ 175.00
Bill LaRue, Landscape Architect III	\$ 150.00
Ryan Zane, Architect III	\$ 125.00
Steele Fitzloff, Landscape Architect I	\$ 100.00
Damian Cronkhite, Intern III	\$ 90.00
Carla Lancaster, Word Processor	\$ 70.00

2. The Fixed Hourly Billing Rate for each Category Code listed above shall remain in effect until December 31, 2016.
3. SUBCONSULTANTS: Subconsultant fees are charged at cost with no markup.
4. TRAVEL: Out of town travel shall be authorized in advance and reimbursed at actual invoice cost plus 10% for air fare, ground transportation, lodging, meals, etc.
5. PAST DUE ACCOUNTS: Job progress and time records are computed at the end of each month and invoices sent out by the 15th of the following month. Payment is due within 30 days. Interest on past due accounts is charged at the rate of 1.5% per month.

APPENDIX B



523 EAST THIRD AVENUE
SPOKANE, WASHINGTON 99202
P 509.323.9292 F 509.747.7115
WWW.LSBENGINEERS.COM

March 17, 2016

Alex Sylvain, P.E.
AECOM
528 E. Spokane Falls Blvd.
Spokane, WA 99202

Re: Structural Engineering Proposal
For Specified Limited Services
City of Spokane CSO 26 Control Facility

Dear Mr. Sylvain:

LSB is pleased to provide this proposal for the referenced project. We propose to provide structural engineering services in two specific areas as described below. Fees will accrue on a time and expense basis. Time and expense fees will accrue in accordance with the attached fee schedule. The proposed LSB services will be provided under a consulting services subcontract that has been negotiated between our firms and is currently being finalized by your office, with this proposal letter included as an attachment.

Based on preliminary information you have forwarded, we understand that AECOM is providing structural engineering services for an overflow control facility, CSO 26, at Spokane Falls Blvd. and Lincoln St. near the boundary of Huntington Park in downtown Spokane. Construction cost for the project is currently estimated at approximately \$22M. AECOM has requested that LSB provide specific and limited support services to their structural engineering staff in the design process for this facility.

The structural engineer of record (EOR) for the project will be an AECOM structural engineer; LSB will provide the proposed services for consideration and use by the structural EOR. No proposed services are understood to require LSB to act as the EOR nor stamp any contract documents. A senior level LSB engineer, experienced in the design of CSO structures for the City of Spokane, will provide the proposed services.

Specific tasks included in this proposal include the following:

Design Phase Assistance – Time and Expense Fee, Estimated Maximum = \$19,000

- Attend initial coordination meeting (via telephone connection) with the project geotechnical engineer and AECOM's structural EOR.
- Participate in internal design team meetings during the design phase. LSB participation will be in AECOM's Spokane office or via telephone connection. It is our understanding that the structural EOR will participate in most design team meetings. This proposal assumes no more than 8 of these meetings will be required.

- Join AECOM staff in attending design coordination meetings with City of Spokane engineering staff. It is our understanding that the structural EOR may or may not be present at these meetings. A maximum of 5 such meetings at the City Engineering Department offices are anticipated by this proposal.
- Perform structural review of drawings and specifications prepared by AECOM for submittal to the City at 60%, 90% and Final design stages. Develop specific review comments for each submittal to be forwarded to the structural EOR for consideration and response.
- Close out structural review comments with the AECOM structural EOR at the 3 design stages noted above.
- If required, this proposal also provides for LSB attendance at a pre-bid meeting, should that be desired.

WSDOT Load Rating Analysis – Time and Expense Fee, Estimated Maximum = \$30,000

The proposed services will require acceptance by WSDOT officials and also by City Street Department staff. The effort required to procure these acceptances is difficult to measure at this time, as these analyses applied to below grade, non-bridge structures is new in the City's experience. Based on our best understanding at this time, we recommend that the estimated maximum fee noted above be considered as an allowance for LSB's performance of these load rating analysis services.

- Develop vehicle load rating per WSDOT bridge inventory data base requirements.
- Develop an analytical model as required by the City for their use in evaluating future overload permit applications.
- Engage the services of a WSDOT certified inspector as required to conduct as-built inspections required for WSDOT compliance.

In addition to the fees for service indicated above, supplemental insurance premiums will be incurred by LSB to provide coverage limits required by our contract with AECOM. These premium costs will be reimbursed to LSB by AECOM. Supplemental premium expenses are summarized below, and will be invoiced at the inception of our subcontract.

General Liability Insurance - \$750 Premium Expense

- \$1M of additional coverage is required to meet the \$5M combined single limit required.
- Additional coverage is required to be in effect during the term of the agreement, which we understand to extend no later than June 1, 2018.

Professional Liability (E&O) Insurance - \$12,000 Premium Expense

- \$2M of additional coverage is required to meet the \$3M limit required.
- Additional coverage is required to be maintained in effect until two years after the agreement is completed, which we understand to extend no later than December 31, 2019.

Alex Sylvain, P.E.
AECOM
March 17, 2016
Page 3

Should extension of the required term of these additive coverages become necessary, additional premium expenses will be incurred and will require reimbursement.

As consultants to AECOM, we do not anticipate that LSB will have any direct contact with City of Spokane engineering staff. All communication from LSB will be directed to the AECOM project manager or structural EOR. Involving City staff in any LSB correspondence will be at the sole discretion and direction of AECOM.

Thank you for considering us for this project. If you have any questions or concerns regarding our proposal, please feel free to contact us. We look forward to working with you.

Sincerely,

LSB Consulting Engineers, PLLC



Randall J. LaPlante, P.E. S.E.
Principal Engineer

Attachment



Fee Schedule

CSO 26 FACILITY for AECOM

March 2016

Principal Engineer	\$110 per hour
Senior Engineer	\$100
Staff Engineer	\$90
Graduate Engineer	\$80
Designer	\$70
CAD Drafter	\$65
Administrative Staff	\$55

Expenses will be billed at actual cost plus a 2% markup. Costs for transportation by automobile will be charged at the prevailing federally approved rate per mile.

Unless otherwise specified, charges are due and payable within thirty (30) days after AECOM's receipt of payment from their client. Interest will be charged at the rate of 1.5% per month on past due amounts.

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

04/11/2016

Date Rec'd

3/30/2016

Clerk's File #

PRO 2016-0015

Renews #**Submitting Dept**

ENGINEERING SERVICES

Cross Ref #**Contact Name/Phone**

KYLE TWOHIG 625-6152

Project #

2010088

Contact E-Mail

KTWOHIG@SPOKANECITY.ORG

Bid #

RFQ 4233-16

Agenda Item Type

Contract Item

Requisition #

BT

Agenda Item Name

0370 - CONTRACT AWARD - GARCO CONSTRUCTION INC. - CSO 26 CONTROL

Agenda Wording

Proposed contract with Garco Construction, Inc.(Spokane, WA) for construction of the Spokane Falls CSO 26 Control Facility, to be delivered via GC/CM alternative delivery. The construction estimate is \$21,000,000, of which Garco will receive a

Summary (Background)

The proposed contract with Garco Construction, Inc. is the result of RFQ 4233-16 wherein Engineering Services solicited General Contractor/Construction Management (GC/CM)services for the Spokane Falls CSO 26 Control Facility. Five firms (including two joint ventures) submitted proposals for review including Garco Construction, Inc., Lydig/Piersol, Max J. Kuney Co., Walker/Halme, and IMCO. Three firms were interviewed and Garco Construction, Inc. was selected from the final responses as the

Fiscal Impact**Budget Account**

Expense \$ 26,000,000.00

4340 43416 94000 56501 10026

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

Public Works 3/28/16

Finance

KECK, KATHLEEN

Distribution List**Legal**

WHALEY, HUNT

fperkins@spokanecity.org

For the Mayor

SANDERS, THERESA

kbustos@spokanecity.org

Additional Approvals

kkeck@spokanecity.org

Purchasing

WAHL, CONNIE

htrautman@spokanecity.org

mhughes@spokanecity.org

ktwohig@spokanecity.org

gbrown@oacsvcs.com



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

4.875% markup on the final negotiated amount, and \$850,000 fixed fee for specified general conditions.

Summary (Background)

highest scoring firm in all three phases of the selection process outlined in RFQ 4233-16.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

BRIEFING PAPER
Public Works Committee
Engineering Services
March 28, 2016

Subject:

Spokane Falls CSO 26 Control Facility General Contractor/Construction Management (GC/CM) Contractor Selection

Background:

The City's Combined Sewer Overflow Control Plan calls for a 2.2 million gallon tank to manage flows from what's known as Basin 26. This basin includes much of the downtown and its considerable hard space, and it requires building a tank in an already very-developed area in our urban core north of the Downtown Library and west of City Hall. Due to the complexity of the project, substantial amount of coordination, impact to downtown, and potential risk for the project associated with hillside construction, Engineering Services requested the use of GC/CM alternative delivery from the state Project Review Committee which was approved in January of 2016.

Impact:

With the help of OAC Services, a local firm specializing in alternative delivery, Engineering Services solicited qualifications for GC/CM contractors for the project through a three part RFQ process to select the General Contractor for this project. Five firms submitted proposals for review by the selection team (inc. two joint ventures): Garco, Lydig/Piersol, Max. J. Kuney Co., Walker/Halme, and IMCO. After review of the statements of qualifications, the selection committee short-listed three firms for interviews (Garco, Lydig/Piersol, Walker/Halme) which occurred on March 15. All three short-listed firms were then asked to submit a response to the final selection component, the Request for Fee Proposal establishing their fixed fee and markup for the project construction. The contractor selected will be the highest scoring firm from all three phases of the selection process (criteria outlined in original RFQ).

Action:

This information is submitted for council consideration. The final pricing proposals will be opened at 1:15pm on March 28th. The results of that part of the selection process will be added to the results from the two prior parts (see above) and those results will be presented at the Public Works Committee meeting directly afterward. The contract will be forwarded for council approval as soon as possible, likely for advanced briefing on April 11th.

Funding:

This is a \$30 million tank project that will be paid for with Water-Wastewater capital funds, including the Green Bonds the City sold in 2014.

**AIA®****Document A133™ – 2009****Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the ____ day of _____ in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Spokane
4th Floor - City Hall
808 W. Spokane Falls Boulevard
Spokane, Washington 99201

and the Construction Manager:
(Name, legal status and address)

Garco Construction, Inc.
4114 East Broadway
Spokane, Washington 99202
GARCOC1928D5

for the following Project:
(Name and address or location)

Spokane Falls CSO 26 Control Facility
Spokane Falls Blvd and Lincoln Street

The ~~Architect~~ Architect (which refers to the following engineer):
(Name, legal status and address)

AECOM
528 E. Spokane Falls Blvd, Suite 503
Spokane, Washington 99202

The Owner's Designated Representative:
(Name, address and other information)

Kyle Twohig
Engineering Operations Manager
City of Spokane
808 W. Spokane Falls Blvd
Spokane, Washington 99201-3318

The Construction Manager's Designated Representative:
(Name, address and other information)

Hollis Barnett
Vice President

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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(2033219417)

Garco Construction, Inc.
4114 East Broadway
Spokane, Washington 99202

The Architect's (Engineer's) Designated Representative:
(Name, address and other information)

Greta Gilman
Project Manager
AECOM
528 E. Spokane Falls Blvd, Suite 503 Spokane, Washington 99202

The Owner and Construction Manager agree as follows.

Init.

/

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

EXHIBIT A — GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.0 DEFINITIONS

§ 1.0.0 These Definitions are often shorthand references to more formal definitions elsewhere in the Contract Documents. When a defined term is described elsewhere in the Contract Documents, the more descriptive definition shall control over any general description in this Section 1.0.

§ 1.0.1 The **Agreement** is this revised A133-2009 Agreement between Owner and Construction Manager. All references to the A133 in the Contract Documents are to this revised document.

§ 1.0.2 An **Allowance** is a stated amount included in a Guaranteed Maximum Price ("GMP") for a stated part of the Work that is not fully defined and/or quantified at the time the GMP is established. When that part of the Work is adequately defined and/or quantified, the GMP will be adjusted to account for the difference between the Allowance and the actual or estimated Cost of the Work for that item in an amount that is mutually agreeable to the Owner and Construction Manager. Following the adjustment, that part of the Work will no longer be an Allowance item.

§ 1.0.3 An **Application for Payment** is described in Section 9.3 of the revised General Conditions and Section 7.1 of this Agreement. There will be separate Applications for Payment for each Component. An Application for Payment is generally a document the Construction Manager submits to the Owner and the Architect itemizing amounts due for and operations completed in a Component in accordance with the Contract for Construction.

§ 1.0.4 The **Architect**, listed above, is the entity with which the Owner has contracted in a separate agreement; the Architect is described in Section 3.3 of this Agreement and defined in Section 4.1 of the revised General Conditions. The "Architect" for this Project is a licensed engineer, rather than a licensed architect.

§ 1.0.5 A **Change Order** is defined in Section 7.2.1 of the revised General Conditions and is generally a written instrument prepared by the Architect and signed by the Owner, the Construction Manager and the Architect that modifies the Contract for Construction and states their agreement upon a Change in the Work, the amount of the adjustment, if any, in the GMP; and the extent of the adjustment, if any, in the Contract Time.

§ 1.0.6 A **Claim** is defined in Section 15.1.1 of the revised General Conditions and generally consists of a demand or assertion by one of the parties seeking, as a matter of right, adjustments or interpretations of Contract terms, payment of money, extension of time or other relief. The term "Claim" includes disputes and matters in question between the Owner and the Construction Manager arising out of or relating to the Contract Documents.

§ 1.0.7 A **Component** is a defined portion of a Phase of the Project for which there is a separate GMP Amendment that contains a GMP and Contract Time for the Component. As of the execution of this Agreement it has not yet been decided whether there will be a single GMP Amendment for the entire Project (and thus no individual Components) or whether some portions of the Work will be performed as a Component. This Agreement provides for the possibility of separate Components to allow the Owner and Construction Manager flexibility in planning and executing the Project, but there is no guarantee or assumption that there will be separate Components. Thus references to an individual Component in this Agreement would reference the entirety of the Work of the Project if there is only one Component. The Owner and the Construction Manager may agree to single GMP Amendments covering multiple Components.

§ 1.0.8 A **Construction Change Directive** is defined in Section 7.3 of the revised General Conditions as a written order signed by the Owner, with or without the agreement of the Construction Manager, directing the Construction Manager to perform a change in the Work, or perform Work the Construction Manager contends to be a change in the Work, prior to agreement of the basis for adjustment, if any, to the Contract for Construction.

§ 1.0.9 The **Construction Manager** is the entity identified above as the party to this Agreement responsible for performing the Preconstruction Services and, upon successful negotiation and execution of a GMP Amendment for a Component, responsible for construction of the Work in that Component through its own services as well as through Subcontractors. The Construction Manager is identified as the "Contractor" in the General Conditions and shall provide the services of a General Contractor/Construction Manager as defined in RCW 39.10, including its 2014 Heavy Civil amendments.

§ 1.0.10 The **Construction Manager's Contingency** is described in Section 2.2.4.1 and generally is an amount stated in the GMP generally for use by the Construction Manager, with the Owner's approval, for unanticipated Costs of the Work that are not Changes in the Work. The amount of the Construction Manager's Contingency will be negotiated as part of the GMP.

§ 1.0.11 A **Construction Phase** is defined in Section 2.3 of this Agreement and any Special Conditions, and generally consists of the period of the Contract during which the Construction Manager performs construction of the Work on a Component after the earlier of execution of the GMP Amendment for that Component or the Owner's issuance of a Notice to Proceed with that Component.

§ 1.0.12 The **Construction Schedule** is the schedule defined in Section 3.10 of the revised General Conditions and prepared, revised and utilized by the Construction Manager for its performance under the Contract for Construction.

§ 1.0.13 The **Contract Documents** are defined in Section 1.1.1 of the revised General Conditions and Section 1.1 of this Agreement, and generally consist of this revised A133-2009 Agreement between Owner and the Construction Manager and its attachments and exhibits, the revised A201-2007 General Conditions and other conditions of the Contract, Drawings, Specifications (including documents from Design-Build Subcontractors), Addenda, other documents listed in this Agreement and Modifications and Amendments issued after execution of the Contract.

§ 1.0.14 The **Contract for Construction** (sometimes referred to as the **Contract**) is the agreement between the Owner and the Construction Manager and is formed by the Contract Documents.

§ 1.0.15 The **Contract Sum** is defined in Section 5.1 of this Agreement and Section 9.1 of the revised General Conditions that the Owner agrees to pay the Construction Manager for its performance of the Work in a Component under the Contract for Construction. The Contract Sum consists of the sum of the Cost of the Work for a Component as defined in Article 6 of this Agreement and the Construction Manager's Fee, and it shall not exceed the GMP. Neither the Preconstruction Services Cost nor the sales tax is included in the Contract Sum.

§ 1.0.16 The **Contract Time** is the time defined in Section 8.1.1 of the revised General Conditions and specified in a GMP Amendment to achieve Substantial Completion of the Work of a Component.

§ 1.0.17 The term **Contractor** means the Construction Manager.

§ 1.0.18 The **Cost of the Work** is the amount defined in Article 6 of this Agreement reasonably and necessarily incurred by the Construction Manager in the proper performance of the Work of a Component under the Contract for Construction. The Costs of the Work are to be separately recorded for each Component. The Cost of the Work includes the Subcontract bid packages, Negotiated Self-Performed Work, the Specified General Conditions and the Negotiated Support Services but does not include the Construction Manager's Fee or sales tax on progress payments.

§ 1.0.19 The **Design Development** documents include all design documents from the conceptual level and through the 30%, 60%, and 90% levels of completion, and include the procurement documents for all equipment. The Contractor shall review Design Development documents at all levels of completion, and such review shall be a first order of priority following the execution of this Agreement.

§ 1.0.20 **Drawings** are defined in Section 1.1.5 of the revised General Conditions and generally are the graphic and pictorial portions of the Contract Documents showing the design and location of the Work, and generally include plans, elevations, sections, details, dimensions, schedules and diagrams.

§ 1.0.21 The **Estimated Cost of the Work** ("ECW") generally consists of the sum to which the Owner and the Construction Manager agree in writing as an estimate of the Cost of the Work reimbursable under Article 6 of this Agreement for a Component, including but not limited to the Subcontract bid packages, Negotiated Support Services, the Specified General Conditions, the Negotiated Self-Performed Work for that Component. The ECW does not include the Construction Manager's Contingency, the Construction Manager's Fee, Preconstruction Services, or sales tax on progress payments. A final ECW for each Component will be established as part of the GMP negotiation in accordance with this Agreement.

§ 1.0.22 The Construction Manager's **Fee** is the amount specified in a GMP Amendment based on the calculation contained in Section 5.1.1 of this Agreement that the Construction Manager is to receive under this Contract in addition to the Cost of the Work for its performance of the Work in a Component. The Fee compensates the Construction Manager for all aspects of its performance other than the Cost of the Work, and it includes the Construction Manager's profit and all overhead expenses not otherwise reimbursable under this Agreement, including but not limited to all bonds and insurance required by the Contract Documents, home office overhead and all taxes except sales tax on progress payments. The Fee is applied to the Costs of the Work, including the Specified General Conditions, the Negotiated Support Services, and the Negotiated Self-Performed Work.

§ 1.0.23 **Final Completion** is defined in Section 9.10.1 of the revised General Conditions and generally occurs when the Owner finds that the Work in a Component has been concluded, the required occupancy permit has been issued, the commissioning process and any validation process have been successfully concluded, incidental corrective or punch list Work and final cleaning have been completed, the Construction Manager has submitted or delivered all specified items, the Construction Manager has submitted a final Application for Payment for the Component, and the Owner has approved a final Application for Payment for the Component. Final Completion may separately occur for each Component that is part of the entire Work.

§ 1.0.24 The **General Conditions** of the Contract are defined in Section 1.3 of this Agreement and are the revised 2007 Edition of AIA Document A201, General Conditions of the Contract for Construction, which is incorporated herein by reference. All references to the A201 General Conditions in the Contract Documents are to the revised document.

§ 1.0.25 The **Guaranteed Maximum Price** ("GMP") for a Component is defined in Section 2.2, described in Section 5.2 of this Agreement, and established in a GMP Amendment. The GMP is based on an estimate of the Contract Sum for a Component. The GMP consists of the sum that the Owner and the Construction Manager establish in a GMP Amendment, separately for each Component, as the fixed limit for all Costs of the Work reimbursable under Article 6 of this Agreement, the Construction Manager's Contingency, and the Construction Manager's Fee. A GMP does not include sales tax on progress payments or the Preconstruction Services Cost. The Owner is not obligated to pay the Construction Manager more than the GMP for the performance of the Work in a Component.

§ 1.0.26 A **GMP Amendment** is described in Section 2.2.6 of this Agreement and generally is an amendment to this Contract setting forth the GMP for a Component, the information and assumptions upon which it is based, and separate amounts for the Negotiated Self-Performed Work to be performed in the Component, for the Negotiated

Support Services and for the Specified General Conditions for the Component, the Contract Time for the Component, and other information upon which the parties agree.

§ 1.0.27 Heavy Civil Work is Work defined in RCW 39.10.210 as a civil engineering project, the predominant features of which are infrastructure improvements.

§ 1.0.28 Negotiated Self-Performed Work is Heavy Civil Work (and Work directly related thereto) that the Construction Manager performs by or through its own forces as specified in a GMP Amendment for a Component. The Owner must approve all categories of Negotiated Self-Performed Work. The Owner shall reimburse the Construction Manager for the Costs of the Work of Negotiated Self-Performed Work for a Component, which, when added to other Costs of the Work for the Component, shall not exceed the GMP. Negotiated Self-Performed Work does not include Negotiated Support Services or Specified General Conditions. The combined Costs of the Work for Negotiated Self-Performed Work for all Components shall not exceed fifty percent (50%) of the Costs of the Work for all Components. The Owner may restrict the amount of Negotiated Self-Performed Work to a lower percentage of the Cost of the Work. In addition to the Fee, the Construction Manager shall be entitled to an additional two percent (2%) markup on all Negotiated Self-Performed Work.

§ 1.0.29 Negotiated Support Services are defined in Section 6.7.5 of this Agreement and generally are items the Construction Manager normally would manage or perform on the Work in a Component, including, but not limited to, surveying, hoisting, temporary toilets, temporary heat, temporary signs, fences, enclosures, barriers and barricades, cleanup and trash removal, street cleaning, dust control, maintenance of traffic on public street and roads, advertisement and negotiation of subcontract bid packages, and Builder's Risk insurance. Approved Negotiated Support Services are reimbursable, consistent with the Contract Documents, to the extent they are Costs of the Work within the GMP. The Construction Manager's management of Negotiated Support Service is included under the Specified General Conditions amount for each Component.

§ 1.0.30 The Notice to Proceed is described in Section 2.3.1 of this Agreement and is generally a written notice the Owner submits to the Construction Manager that initiates the Construction Phase for that Component and generally permits construction, or a designated portion thereof, to commence upon the Construction Manager's compliance with conditions expressed in the notice. A Notice to Proceed will not be effective until the Construction Manager has provided certificates of insurance for all insurance the Construction Manager is required to provide by the Contract Documents. There may be separate Notices to Proceed for each Component.

§ 1.0.31 The Owner is the entity listed on the first page of this Agreement.

§ 1.0.32 The Owner-Architect Agreement is the separate agreement between the Owner and the Architect relating to the design of the Project.

§ 1.0.33 The Owner's Designated Representative, identified above, is a representative but not agent of the Owner. His or her duties and responsibilities are specified in the Contract Documents. The Owner's Designated Representative is not empowered to waive any terms or conditions of the Contract Documents. The Owner's Designated Representative may commit the Owner to additional costs or time but only with the concurrence of the city engineer or public works director and only up to the limit of the management reserve if so authorize by the Owner's city council. The Owner's Designated Representative may appoint personnel to perform various functions on behalf of the Owner, such as a construction administration manager. Such personnel may or may not be an employee of the Owner.

§ 1.0.34 The Preconstruction Phase is defined in Section 2.1 and generally consists of the initial portion of the Construction Manager's services and performance under the Contract prior to execution of a GMP Amendment for a Component and issuance of a partial or limited Notice to Proceed with a Component, and does not necessarily terminate the Preconstruction Phase. Preconstruction Services may continue for subsequent Components after the Construction Phase commences for a prior Component.

§ 1.0.35 The Preconstruction Services generally consist of those services provided by the Construction Manager under Sections 2.1 and 2.2 of this Agreement.

§ 1.0.36 The Preconstruction Services Cost is defined in Section 4.1.2 of this Agreement and is the compensation payable by the Owner to the Construction Manager for Preconstruction Services.

§ 1.0.37 The **Project** is defined on the cover page above and in Section 1.1.4 of the revised General Conditions. The Project includes all its Components.

§ 1.0.38 The **Project Team** consists of the Construction Manager, the Owner, and the Architect, and all consultants and Subcontractors of any tier employed or retained by each of them.

§ 1.0.39 A **Request for Information ("RFI")** means a written request for information made by the Construction Manager to the Architect for the purpose of clarifying or expanding upon the Contract Documents prepared by the Architect. An RFI does not constitute notice of a Claim.

§ 1.0.40 **Specifications** are defined in Section 1.1.6 of the revised General Conditions and generally consist of the portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.0.41 **Specified General Conditions** are further defined in Article 6 and generally mean certain selected general conditions Work and services specified in the Contract Documents to be provided by the Construction Manager for the fixed Specified General Conditions price as a part of the Cost of the Work for each Component. The Specified General Conditions are to be performed by the Construction Manager with its own forces in most instances. The Specified General Conditions include any Preconstruction Services on a Component that occur after the GMP is established for that Component through execution of the GMP Amendment for the Component. The Specified General Conditions include but are not limited to the Construction Manager's construction administration, management services and supervision of the Project, all costs associated with the subcontractor bidding process, such as developing solicitations, site tours, responding to questions from bidders, providing a bid opening facility, bidding in accordance with the requirements of the Contract Documents, subcontract award, and safety administration. Any cost that is not specifically identified as a reimbursable Cost of the Work shall be covered by the amount bid for. Reproduction of bid sets as required for bidding is not included in the Specified General Conditions. The Specified General Conditions shall be allocated among the Components in the GMP Amendments.

§ 1.0.42 The **Subcontracting Plan** is defined in Section 2.1.6 and is prepared by the Construction Manager for the Owner's approval prior to conclusion of the Design Development Phase. It addresses each Component and identifies all proposed subcontract bid packages, any contemplated alternative subcontractor selection process permitted by RCW 39.10, all subcontract bid packages for which the Construction Manager expects to compete, all subcontractor scopes of work, all Negotiated Self-Performed Work, the allocation of Negotiated Support Services and Specified General Conditions to the Components, the timing of solicitation of subcontractor bids for the packages to meet the Construction Schedule, major coordination issues with other packages, and means to enhance the opportunity for local businesses to participate in performing the Work.

§ 1.0.43 A **Subcontractor** is defined in Section 5.1 of the revised General Conditions and is generally a person or entity that has a direct contract with the Construction Manager. A **Subcontractor of any tier** is a Subcontractor or a lower tier subcontractor that performs a portion of the Work of the Project at the site or supplies materials or equipment. A **Design-Build Subcontractor** is a Subcontractor that will not only construct discrete portions of the Work but also will design such portion as specified in the GMP Amendment.

§ 1.0.44 **Substantial Completion** is defined in Section 9.8.1 of the revised General Conditions. The date of Substantial Completion is established in the GMP Amendment for each Component and generally is the stage in the progress of the Component (or other portion thereof designated and approved by the Architect and the Owner) when the construction of a Component is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy or utilize the Work (or portion thereof designated by the Owner) in a Component for its intended use, subject to commissioning, in accordance with Section 9.8 of the revised General Conditions. There may be separate Dates of Substantial Completion specified in the Contract Documents for each Component and/or for various phases or portions of the Work.

§ 1.0.45 The **Work** is defined in Section 1.1.3 of the revised General Conditions and generally means the construction and services performed in a Construction Phase as required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Construction Manager to fulfill its obligations for a Component.

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the a Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment for a Component and revisions prepared by the Owner with the assistance of the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish ~~efficient~~ efficient, professional, and competent construction administration, management services and supervision; to furnish at all times an adequate supply of qualified, competent and experienced workers and of materials; and to perform the Work in an ~~expeditious~~ expeditious, workmanlike and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The parties shall endeavor to promote harmony, mutual respect and cooperation among the Owner, the Architect, the Construction Manager, authorities having jurisdiction, and other persons or entities employed by them on the Project to the fullest extent possible in order to further the interests of the Owner in the Project and to effect prompt and successful completion of the Project and its Components within the requirements of the Contract Documents, the Contract Time and the GMP.

§ 1.3 General Conditions

For the Preconstruction ~~Phase~~ Phases, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction ~~Phase~~ Phases, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

§ 1.4 The Construction Manager shall perform the Preconstruction Services, shall be responsible for coordinating the activities of construction during a Construction Phase if a GMP Amendment is signed for that Component, shall be fully responsible for discharging all of the Construction Manager's obligations under the Contract Documents, and, during the Preconstruction and Construction Phases, shall advise and work with other members of the Project Team to make recommendations for alternate or substitute products and technologies, construction techniques, methods and practices based on maintainability and durability as well as cost savings, time saving and/or other related efficiencies. The Owner will be responsible for coordinating the activities of the Project Team during the Preconstruction Phase.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for ~~the a~~ Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall participate as a part of the Project team to provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

.1 Coordination. The Construction Manager shall jointly schedule and conduct meetings with the Architect and Owner on a weekly basis to discuss such matters as procedures, progress, coordination,

and scheduling of the Work. The Construction Manager shall actively and cooperatively advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also actively and collaboratively provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements; sequencing and scheduling for procurement, installation and construction; and phasing and site work planning; traffic planning; factors related to construction quality, local market trends, bidding strategies, maintainability and durability; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions and value analysis.

- .2 Design Review.** The Construction Manager shall review the Design Development Documents and Construction Documents, Specifications, and other Contract Documents as they are developed and completed. These documents will include those prepared by the Construction Manager's Design-Build Subcontractors, and may be developed at different rates and for different components of the Project. The Construction Manager shall also review all other documents provided by the Owner, including but not limited to the associated environmental documents, all record drawings of existing facilities and all documents provided or made available as a part of the GC/CM selection process. The Construction Manager shall promptly report in writing to the Owner and the Architect any errors, inconsistencies, incomplete information or other questions or deficiencies that the Construction Manager has discovered and that need to be resolved for the successful completion of the Work, paying particular attention to coordination issues. Design review activities are to be a cooperative and collaborative effort with the Architect, the owner, and their consultants. The Construction Manager shall recommend changes and alternatives to the Architect, without, however, assuming any of the Architect's design responsibilities, except to the extent the Construction Manager or a Subcontractor performs design-build Work. The Construction Manager is not responsible to ascertain that the Drawings and Specifications prepared by the Architect are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications vary from the requirements of applicable laws, statutes, ordinances, building codes, rules and regulations, the Construction Manager shall promptly notify the Architect and the Owner in writing.
- .3 Constructability.** The Construction Manager shall work with the Owner and Architect to prepare a constructability plan for the Project to reduce cost, save time, improve quality, reduce risk and improve the overall process of Project delivery. Key objectives of the constructability program will include creation and maintenance of a well-planned, safe, effective, cooperative and mutually beneficial work environment for all participants. A primary objective of these efforts will be to assist the Owner to ensure that the final GMP for a Component does not exceed the Owner's budget for that Component and the Project and its Components are completed on time. The Construction Manager shall perform actions designed to minimize adverse effects of labor or material shortages or delays; time requirements for procurement, installation and construction completion; and factors related to construction cost. As part of this effort, the Construction Manager shall participate in and provide written comments appropriate to the design phase as a part of formal constructability reviews throughout all phases of the Design Development Documents and when the Construction Documents are 90% complete and shall confirm prior to solicitation of the first subcontract bid package that a constructability analysis has been performed. The constructability reviews for each phase of the Design Development Documents will be based on each Component of the Project, and as the Construction Documents are 90% complete for each Component, the Construction Manager will confirm a constructability review has been performed.
- .4 Value Analysis.** The Construction Manager will participate in value analysis of the Design Development documents and on a continuing basis with the Architect in subsequent phases up to 90% Construction Documents. At the completion of each of its reviews, the Construction Manager will provide the Owner and Architect with a formal record of its findings and recommendations. The Architect and the Construction Manager will brief the Owner and any value engineers and answer their questions to determine the advisability of changes in the design documents. Value analysis will include selecting building systems, with final selection of systems to occur prior to the start of the

Construction Documents Phase. The value analysis for each phase of the Design Development Documents will be based on each Component of the Project, and as the Construction Documents are 90% complete for each Component, the Construction Manager will confirm a value analysis has been performed.

- .5 Site Investigation.** The Construction Manager shall suggest to the Owner and shall perform as agreed with the Owner and as a non-labor cost under Section 4.1.2, site investigation to assist in development of the design and construction planning.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, and by no later than 30% of the Design Development phase, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's and Owner's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's and Owner's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price ~~proposal~~; proposal no later than thirty (30) days after the Construction Manager's receipt of what the Owner designates as the "GMP set" of Construction Documents for a particular Component; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner. The Construction Manager will be responsible for the Construction Schedule, including a plan for construction of the Components as defined in the Contract Documents.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues. **§ 2.1.4.1** The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration occupancy needs, site logistics, utilities, cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.4.2 It is possible that the entire Work of the Project will be divided into more than one Component, each of which will be instituted through a separate GMP Amendment for that Component. A GMP Amendment for a Component will include its respective GMP (including the Construction Manager's Contingency and specific portions of the Negotiated Support Services, Specified General Conditions, Negotiated Self-Performed Work for that Component, and fixed-Fee calculation), and Contract Time for that Component. The Owner may, but is not required, to contract with the Construction Manager for one or more of the Components.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall, for each Component, prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's and Owner's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 For each Component, the Construction Manager will prepare detailed cost estimates in collaboration with the Architect and the Owner at each level of the Design Development Phase, including a "GMP Estimate" when the Construction Documents are 90% complete, and following completion of the Construction Documents Phase. Timely and complete estimates are critical to the success of the Project; therefore, failure of the Construction Manager to submit timely cost estimates shall be grounds for the termination of the Construction Manager for cause. As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work for each Component of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's and Owner's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect

when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action, including participation in preparing a list of proposed cost savings equal to or greater than the overage, and the Architect will, if authorized by the Owner, modify the design to meet the Owner's budget. The Construction Manager will also collaborate with the Architect and Owner on cost estimates prior to issuing each subcontract bid package, and will, at a minimum, prepare detailed cost estimates for each such package.

§ 2.1.5.3 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect, including participation in preparing a list of proposed cost savings equal to or greater than the overage, and the Architect will, if authorized by the Owner, modify the design to meet the Owner's budget.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project. **§ 2.1.6.1** The Construction Manager shall develop bidders' interest in the Project. The Construction Manager shall prepare and submit a construction management and subcontracting plan ("Subcontracting Plan") to the Owner and the Architect for approval prior to conclusion of the Design Development Phase. Prior to negotiation of a GMP, the Owner and the Construction Manager shall negotiate the following items and shall include the Subcontracting Plan as an exhibit to the GMP Amendment. The Subcontracting Plan shall describe the process for allocating scope of Work among the bid packages and shall, for and within each Component, identify:

- .1 All subcontract bid packages, specifying those upon which the Construction Manager or its affiliates intend to bid;
- .2 The scopes of Work, timing of solicitation of bids for the packages to meet the Construction Schedule;
- .3 Major coordination issues with other packages;
- .4 Means to enhance the opportunity for local businesses to participate in performing the work (e.g., through development of multiple work packages);
- .5 The scope of work and cost estimates for each subcontract bid package;
- .6 Whether the Construction Manager intends to select a mechanical Subcontractor, an electrical Subcontractor, or both, in accordance with the alternative procedure specified in RCW 39.10.385;
- .7 Proposed scopes of work and estimated costs for the Negotiated Self-Performed Work in each Component demonstrating that the combined Cost of the Work for Negotiated Self-Performed Work in all Components shall not exceed fifty percent (50%) of the total Cost of the Work for all Components;
- .8 The basis used by the Construction Manager to develop all cost estimates, including the Negotiated Self-Performed Work in each Component;
- .9 The allocation of Negotiated Support Services and Specified General Conditions for each Component; and
- .10 The Construction Manager's updated outreach plan and means to enhance the opportunity to participate of local businesses, small business entities, disadvantaged business entities, and any other disadvantaged or underutilized businesses as the Owner may designate in the public solicitation of proposals, as Subcontractors and suppliers for the Project (e.g., through development of small and multiple subcontract bid packages).

§ 2.1.6.2 As a part of the negotiation of the GMP for a Component, the Owner and the Construction Manager shall negotiate the items in Section 2.1.6.1. At least thirty percent (30%) of the total sum of the ECW less Specified General Conditions for all Components must be procured through subcontract bid packages in which bidding by the Construction Manager or its subsidiaries is prohibited.

§ 2.1.6.3 The Negotiated Self-Performed Work for the Project as a whole shall not exceed fifty percent (50%) of the Cost of the Work to construct the Project.

§ 2.1.6.4 If the Owner is unable to negotiate to its reasonable satisfaction any aspect of Sections 2.1.6.1 or 2.1.6.2, then the Owner may terminate negotiations with the Construction Manager. The Owner may, but is not obligated to, solicit bids or negotiate with the next highest scored proposer and continue until an agreement is reached or terminate the process.

§ 2.1.6.5 The Construction Manager shall use its best efforts to develop the interest of subcontractor bidders in the Project. The Construction Manager shall consider prebid determination of Subcontractor eligibility to the extent permitted by statute and shall furnish to the Owner and Architect for their information as a part of the submittal of its Subcontracting Plan a list of possible eligible Subcontractors, including suppliers who would furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner will promptly reply in writing to the Construction Manager if the Architect or Owner knows of any objection to such Subcontractor or supplier (for not being a responsible subcontractor or for not being prequalified). The receipt of this list shall not require the Owner or Architect to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it or the lack of any objection waive the right of the Owner or Architect later to object to or reject any proposed Subcontractor or supplier.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

Long-Lead Time Procurement

§ 2.1.7.1 The Construction Manager shall prepare, for the Architect's and the Owner's review and the Owner's acceptance, and shall update at least monthly, a procurement schedule for items and/or associated services that must be ordered well in advance of construction, and the Construction Manager shall expedite and coordinate the ordering and delivery of these items and/or services. The Construction Manager ordinarily will contract directly for these items and/or service. If the Owner agrees, consistent with RCW 39.10.390, to procure any items prior to the establishment of a GMP, the Owner shall procure the items on terms and conditions reasonably acceptable to the Construction Manager. Upon the establishment of the applicable GMP, the Owner shall assign all contracts for these items to the Construction Manager, and the Construction Manager shall assume full responsibility for them.

§ 2.1.7.2 The Construction Manager shall update the schedule of all long-lead-time items at least monthly. If the Owner so requests in writing, the Construction Manager shall purchase, expedite and complete the procurement of long-lead-time items to effectuate their delivery by the required dates. The Owner shall be responsible for the Cost of the Work relating to long-lead-time items it directs the Construction Manager to purchase, whether or not the Construction Phase commences. The Construction Manager shall promptly notify the Owner of any anticipated delay with respect to long-lead-time items.

§ 2.1.7.3 The Construction Manager shall identify and estimate the value of any items that require off-site storage, together with proposed locations for storage during the course of the Work acceptable to Owner. These locations shall be selected to provide a maximum of protection and minimum of cost and delay associated with delivery to the site.

§ 2.1.7.4 If authorized by the Owner, an Application for Payment may include a request for payment for material delivered to the Project site and suitably stored, for completed preparatory Work and, provided the Construction Manager complies with or furnishes satisfactory evidence of the following, for material stored off the Project site:

- .1 The material will be placed in a bonded warehouse that is structurally sound, dry, lighted, secure and suitable for the materials to be stored.
- .2 The warehouse is approved in writing by the Owner. The Owner generally will not approve locations outside the State of Washington absent special circumstances.
- .3 Only materials for the Project are stored within the warehouse (or a secure portion of a warehouse set aside for the Project).

- .4 The Construction Manager furnishes the Owner a certificate of insurance extending the Construction Manager's insurance coverage for damage, fire and theft to cover the full value of all materials stored, or in transit.
- .5 The warehouse (or secure portion thereof) is continuously under lock and key, and only the Construction Manager's authorized personnel shall have access.
- .6 The Owner shall at all times have the right of access to stored materials in the possession of the Construction Manager.
- .7 The Construction Manager assumes total responsibility for the stored materials.
- .8 The Construction Manager furnishes to the Owner proofs of title, satisfactory evidence that the Construction Manager has paid for the materials in question, certified lists of materials stored, bills of lading, invoices and other information as may be required, and shall also furnish notice to the Owner when materials are moved from storage to the Project site.

§ 2.1.8 Extent of Responsibility

- .1 The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications prepared by the Architect are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.
- .2 The Construction Manager shall carefully review upon receipt all Drawings and Specifications submitted to it at each level of design. The Construction Manager shall promptly report to the Owner and the Architect any error, inconsistency or omission that the Construction Manager may discover in them and shall recommend changes and alternatives. The Construction Manager's review shall be made in the Construction Manager's capacity as a contractor and not as a licensed design professional, except to the extent the Construction Manager or a Subcontractor has design-build responsibilities.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Manager, and when the Drawings and Specifications for a Component are at least 90% complete, the Owner will submit a "GMP set" of Construction Documents for that Component to the Construction Manager, and, within twenty-one (21) days of receipt, and in consultation with the Owner and Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for that Component for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee. Fee for the Component. The Construction Manager shall promptly notify the Owner if it does not consider the Drawings and Specifications to be at least 90% complete and shall not propose a GMP until the applicable Drawings and Specifications are at least 90% complete.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom, from the Contract Documents and will also provide for market conditions at the time of bidding and possible estimating inaccuracies. Such further development does not include such things as material changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order. A Change in the Work will not be warranted if the Work in question was reasonably inferable from or contemplated by, or a prudent contractor

should have realized that the Work was necessary and appropriate under, the Contract Documents referenced in the applicable GMP Amendment.

§ 2.2.3 The Construction Manager shall include with the a Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, divided into the proposed subcontract bid packages, and allocation of the scope of Work among the bid packages, and including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee; systems (the ECW, including specific amounts for Specified General Conditions, Negotiated Support Services, and Negotiated Self-Performed Work, and other Article 6 Costs of the Work); the Construction Manager's Contingency; and the Construction Manager's Fee (any Allowances must be limited and pre-approved by the Owner);
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.4 ~~In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.~~

§ 2.2.4.1 In preparing the Construction Manager's GMP proposal for a Component, the Construction Manager shall include its Contingency, which shall not exceed four percent (4%) of the ECW for that Component ("Construction Manager's Contingency"). The Construction Manager's Contingency shall be for the Construction Manager's exclusive use to cover costs arising under Section 2.2.2 and other costs that are properly reimbursable as a Cost of the Work but not qualified for inclusion in a Change Order. The Construction Manager may use the Construction Manager's Contingency to pay for Project issues that are within its control, such as design issues that a reasonable construction manager should have resolved during the Preconstruction Services Phase, items in Drawings but not in the Specifications, items on one Drawing but not another, items specified but not drawn, buy-out errors or shortfalls, scope gaps, ambiguities in the Construction Documents, damaged Work not covered by insurance (including, to the extent permitted by the Contract Documents, a deductible), unanticipated general conditions expenses, interdisciplinary design coordination, Subcontractor performance, and expediting costs for critical materials. The Construction Manager's Contingency may also be used for issues beyond the Construction Manager's control such as lost time, increases in bid contracts, Subcontractor performance or failure, and expediting costs for critical materials. The Construction Manager must give the Owner notice and supporting cost backup when applying to use the Construction Manager's Contingency. The Construction Manager's Contingency is not available for Owner-directed design or scope changes, unforeseen or differing site conditions, and design errors or omissions beyond the reasonable inferences described in Section 2.2.2, as those costs entitle the Construction Manager to a Change Order. The Construction Manager must give the Owner notice of anticipated use of the Construction Manager's Contingency on a Contingency Log that is discussed and updated at the weekly construction meetings, and the Construction Manager shall provide supporting cost backup when applying for the Owner's consent to use the Construction Manager's Contingency. The Construction Manager shall use the Construction Manager's Contingency only with the Owner's prior written consent, which shall not unreasonably be withheld. Each use of Construction Manager's Contingency shall be shown as a separate line item in the schedule of values submitted with Applications for Payment. Any balance remaining in the Construction Manager's Contingency shall be returned to the Owner in a deductive Change Order as part of Final Payment for the Component. Alternatively, the Owner and Construction Manager may agree, prior to Final Payment for a Component of the Project, to allow remaining Construction Manager's Contingency to be applied as Contingency for the next or a subsequent GMP Component, and any balance remaining in the Construction Manager's Contingency at the Final Completion of the total Project shall be returned to the Owner in a deductive Change Order at Final Payment for the Project.

§ 2.2.4.2 The ECW for a Component shall consist of the Negotiated Self-Performed Work in the Component, all Subcontractor scope of work for the Component by bid package consistent with the Subcontracting Plan, including Work the Construction Manager will self-perform through the Subcontractor bidding process, the Specified General Conditions for the Component, and the Negotiated Support Services for the Component and other Article 6 Costs of the Work. Upon completion of the buyout of subcontract bid packages, the Construction Manager shall ascertain whether any scope changes beyond those specified in Section 2.2.2 have occurred in the subcontract bidding documents as a result of completion of the Construction Documents to the 100% level. In the event that these scope changes were required for the Project and approved by both the Construction Manager and the Owner, any balance in the ECW may be accessed. Any amounts remaining in the ECW when all the subcontract bid packages have been awarded shall be added to the Construction Manager's Contingency for that Component. It is the intent of the parties that when a GMP is set, the Construction Manager will have participated in and be aware of the existing conditions and proposed design for the Project. It is further intended that a GMP will include all elements necessary to complete the Component in accordance with the Contract Documents, and that Change Orders adjusting the GMP will therefore not be necessary except in limited circumstances as set forth below. Accordingly, a GMP shall be adjusted principally for the following events:

- .1 Scope Changes.** Owner revisions on scope items previously approved by the Owner and incorporated in the pricing of the GMP. Examples: The Owner approves use of MC cable in lieu of conduit for branch wiring runs and later decides to change back to conduit, or bid alternates not included in the GMP.
- .2 Concealed or Unknown Conditions** as described in Section 3.7.4 of the revised A201-2007 General Conditions. For example, during a Construction Phase, substantially differing site conditions are encountered that could not have been reasonably anticipated or discovered by the Construction Manager during the Preconstruction Phase. This category includes unknown and unforeseeable hazmat conditions and soil conditions.
- .3 Regulatory Agency Changes.** Costs incurred as a result of changes in regulatory requirements but only where such requirements change after execution of the applicable GMP Amendment. (This shall not include costs incurred as a result of inspections or other enforcement that are based upon pre-existing requirements of the building permit.) Delays incurred due to the direct result of the regulatory agency responsible for testing and/or by inter-agency coordination.
- .4 Significant Design Errors or Omissions.** Significant errors or omissions in the Drawings or Specifications that could not reasonably have been anticipated or discovered by the Construction Manager before the GMP was established. However, design errors and omissions do not include, for example: (1) failure to coordinate between trades; (2) requirements of the Specifications that are not specifically shown in Drawings; (3) requirements of the Drawings that are not specifically described in the Specifications; or (4) design changes made at the request of the Construction Manager in order to facilitate the constructability of the Project, but such circumstances may be appropriate for Construction Manager's use of the Construction Manager's Contingency. The failure of the Architect to specify every detail in the Construction Documents does not eliminate the requirement for the Construction Manager to provide at least a standard commercially available detail that can serve the basic functions of the design.
- .5 Changes required by governmental inspectors to meet requirements beyond those contained in regulations.** Changes required by the inspector of a governmental authority having jurisdiction beyond those contained in regulations or previously communicated.
- .6 Allowance adjustments.**
- .7 Delays beyond the control of Construction Manager.** Delays in any Component resulting in an extension of time, but only to the extent that such costs and time are allowed under Article 8 of the revised AIA Document A201-2007.

§ 2.2.4.3 Examples of events for which the GMP shall not be adjusted include but are not limited to:

- .1 Subcontractor gaps.** Gaps in scope coverage between Subcontractors, including self-performed Work.
- .2 Scope gaps.** An item indicated in the Drawings or Specifications that was not picked up in the GMP.
- .3 Ambiguities, latent and patent, in the Construction Documents that the Construction Manager knew of or that a reasonable contractor would have identified and raised with the Owner prior to establishing the GMP.**

- .4 Interdisciplinary Coordination.** Coordination inconsistencies and errors between design disciplines that the Construction Manager knew of, caused or contributed to, or reasonably should have known of.
- .5 Subcontractor Failure.** A Subcontractor fails to perform or goes bankrupt.
- .6 Escalation of materials, equipment or labor prices.**
- .7 The Construction Manager's Estimating errors.**
- .8 Expediting costs for critical materials.**
- .9 Coordination Claims.** Costs related to Subcontractor Claims or charges that result from mistakes or omissions in Subcontractor buyout, or coordination issues between Subcontractors, or interference between Subcontractor and the Construction Manager or among Subcontractors.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review ~~the each~~ Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted ~~the a~~ Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. If the Owner does not accept a Guaranteed Maximum Price proposal for a Component, the Owner may, in its sole discretion, continue to negotiate the GMP with the Construction Manager or may take any other action under the Contract Documents, including but not limited to termination of some or all of the Construction Manager's services for convenience. Work on other Components shall continue, and the Owner shall continue to pay for such Work, unless otherwise directed by the Owner in accordance with the Contract Documents.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of ~~the a~~ Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the ~~agreed upon agreed upon~~ assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect ~~of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications promptly and in writing of any inconsistencies between a Guaranteed Maximum Price Amendment and the revised Drawings and Specifications, and shall comply with the contractual procedure in providing notice and asserting and pursuing any Claim that may arise therefrom. If the Construction Manager does not provide this notification within thirty (30) days of its receipt of the revised Drawings and Specifications, the revisions shall be considered accepted with no change in the GMP or Contract Time.~~

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. The only taxes excluded from the GMP and separately reimbursable by the Owner are state and local sales taxes on progress payments on account of the Contract Sum.

§ 2.2.10 If, upon establishing the final GMP, the GMP for the entire Project varies more than 15% from the budget specified in the RFP due to changes in the scope requested and approved by the Owner, the percentage applied to the final GMP to determine the Fee shall be renegotiated when that GMP is negotiated.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work in a Component shall mean the date of commencement of the Construction Phase ~~Phase~~ for that Work.

§ 2.3.1.2 ~~The A~~ Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal by executing the GMP Amendment for that Component or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.1.3 Although it will not cause a Construction Phase to commence, the Owner may at any time approve the Construction Manager's (a) award of a subcontract, (b) undertaking construction Work with its own forces, or (c) issuance of a purchase order for materials or equipment and/or associated services required for the Work. Any Work so approved and undertaken shall comply with and be subject to this Agreement and the revised A201 General Conditions.

§ 2.3.2 Administration

§ 2.3.2.1 ~~Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain~~ The Construction Manager shall comply with the applicable requirements of RCW 39.10, the provisions of which shall take precedence over any inconsistent provisions of the Contract Documents. Except as specified below, the Construction Manager shall assemble the bidding materials, manage the bidding process, and obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect, bids to the Architect and the Owner. The Construction Manager shall analyze the subcontractor bids and deliver them to the Owner with a recommendation of award. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection. Unless all bids are rejected, subcontract bid packages shall be awarded to the "responsible" and responsive bidder submitting the low responsive bid. Determination of "responsibility" shall comply with the requirements of RCW 39.10 and Washington law.

- .1 Other than Work under the Specified General Conditions, Negotiated Support Services and Negotiated Self-Performed Work, all Work on the Project shall be competitively bid as required by RCW 39.10. Negotiated Support Services shall not be bid as a package, but individual components of Negotiated Support Services may be bid. The Construction Manager may, subject to RCW 39.10, organize and solicit bids for the subcontract work in whatever combinations or packages it chooses, but the Construction Manager may not use alternates without approval of the Owner.
- .2 The Construction Manager shall bid out the subcontract bid packages in accordance with its approved Subcontracting Plan. The Construction Manager shall document and report monthly to the Owner on its procurement process. The Owner's written approval is required for changes to the Subcontracting Plan.
- .3 Before initially soliciting bids for the first subcontract bid package for a Component, the Construction Manager shall submit, and the Owner shall reasonably approve, final bid package estimates and an allocation of the scope of Work among all subcontract bid packages in the approved Subcontracting Plan. The sum, for a Component, of the Negotiated Self-Performed Work plus all the final bid package estimates in the Subcontracting Plan plus any other described Article 6 Costs of the Work, including Negotiated Support Services and Specified General Conditions, shall not exceed the ECW for that Component.
- .4 When in the best interests of the Project and when critical to the successful completion of a subcontract bid package, the Owner and Construction Manager may make a prebid determination of Subcontractor eligibility in accordance with RCW 39.10. In addition, if the anticipated subcontract value will exceed \$3 million and the Owner consents, the Construction Manager may select a mechanical Subcontractor, an electrical Subcontractor, or both, in accordance with the alternative procedure specified in RCW 39.10.385.
- .5 As part of its Subcontracting Plan, the Construction Manager shall promptly notify the Owner of Work (other than Negotiated Support Services, Negotiated Self-Performed Work and Specified

General Conditions) that it will seek to self-perform. The Construction Manager, including its subsidiaries and affiliates, may bid on a subcontract bid package if the Work within the subcontract bid package is customarily performed by the Construction Manager, if the Construction Manager has, in the Owner's reasonable opinion, aggressively sought competition, if the bid opening is managed by the Owner, if notification of the Construction Manager's intention to bid is included in the public solicitation of bids for the bid package, and if the Construction Manager otherwise complies with RCW 39.10. At least thirty percent (30%) of the Cost of the Work included in the ECW less Specified General Conditions must be procured through competitive sealed bidding in which bidding by the Construction Manager or its subsidiaries is prohibited. The Construction Manager must provide staff to superintend and manage Work it performs in subcontract bid packages with individuals separate and distinct from the staff involved in the overall management of this Contract. The Construction Manager shall coordinate subcontract bid package Work it performs with the Work of Subcontractors.

- .6 The Construction Manager shall require a bid bond from Subcontractors bidding Work expected to cost more than \$300,000, and all Subcontractors awarded a subcontract in excess of \$300,000 shall provide a performance and payment bond for the subcontract amount.
- .7 The Construction Manager's solicitations of subcontract bid packages shall be made in accordance with the following procedures:
 - .1 A representative from the Owner will be present at each bid opening to observe the procedure.
 - .2 Solicitations for bids will be advertised at least fourteen (14) days in advance in the Daily Journal of Commerce and at least one other local newspaper.
 - .3 Bidders may obtain the bid results by telephone from the Construction Manager.
 - .4 Responsiveness requirements and bidding procedures will be described in each solicitation and may be reviewed with the Owner prior to a bid opening.
- .8 The services performed by the Construction Manager in soliciting subcontract bid packages are covered under Specified General Conditions.
- .9 The Construction Manager shall ensure compliance with RCW 39.10 and with all the above requirements for Subcontractor solicitation, and subcontracts shall conform to the requirements of RCW 39.10.
- .10 The Construction Manager shall promptly contract with the selected bidder and shall promptly deliver a copy of each subcontract to the Owner.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner. ~~[deleted]~~

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. ~~If the Subcontract is awarded on a cost-plus-fee, except for any contracts awarded under the alternative procedure of RCW 39.10.385, which shall include a maximum allowable subcontract cost. If mechanical and/or electrical subcontracts are awarded in accordance with the alternative procedure specified in RCW 39.10.385 on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below-below and these Subcontractors shall be audited prior to final payment in accordance with Section 7.2.2.~~

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2. ~~[deleted]~~

§ 2.3.2.5 The Construction Manager shall schedule and conduct weekly progress meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and ~~Architect~~ Architect, for each Component, a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007, A201-2007 and other Contract Documents. The Construction Manager shall provide regular monitoring and shall update monthly (or sooner in the event of a substantial change) the Construction Schedule as Work progresses.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

The reports shall:

- .1 Include information concerning the entire Project, each Component and each subcontract bid package.
- .2 Identify variances between scheduled and probable completion dates, and recommend action required to meet schedule completion dates.
- .3 Review the schedule for portions of the Project not started or incomplete and recommend to the Owner alternate procedures or adjustments to meet the scheduled completion dates.
- .4 Provide summary reports of each schedule update.
- .5 Document all significant changes in the schedule and any Owner's approval of them and reflect the reasons for them.
- .6 Record in writing and by photographs the progress of the Project.
- .7 Identify significant problems in scheduling together with recommended corrective action.
- .8 Maintain and report a QC log.
- .9 Document any outstanding RFIs and risks associated with delayed responses.
- .10 List outstanding submittals and risks associated with delayed responses.
- .11 Document any outstanding Change Orders and any risks associated with delayed responses.
- .12 The status of permits that the Construction Manager is required to obtain.

The Construction Manager shall also keep, and make available to the Owner and ~~Architect~~ Architect with its monthly Application for Payment or more frequently as requested by the Owner, a daily log containing a record for each day of weather, Subcontractors working at the site, deliveries, Work accomplished, portions of the Work in progress, number and employer of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. The information on the log does not constitute notice of a potential or actual Claim to the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the ~~Work~~ Work by Component, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above. The Construction Manager shall include a Project status report in a format acceptable to the Owner, listing (i) all pending and/or approved Change Orders and Construction Change Directives (including amounts), (ii) an analysis of the Specified General Conditions, Negotiated Self-Performed Work and Negotiated Support Services budget with an explanation of substantial variances from previous budgets, (iii) projected cash flow of construction costs, (iv) an allocation by subcontract bid package and schedule-of-values line item, (v) expenditures to date, (vi) estimates to complete, (vii) forecast at completion, (viii) variances with budget and commitment, and (ix) the items for which the Owner has authorized the Construction Manager to use the Construction Manager's Contingency, the cost of those approved items, and the balance of funds remaining in the Construction Manager's Contingency account.

§ 2.3.2.9 The Construction Manager shall review and inspect the Work of the Subcontractors on a regular basis (at least as often as described in the Construction Manager's approved quality management plan) for defects and deficiencies in their Work and for conformance with the Drawings, Specifications and other Contract Documents, and shall stop the Work of Subcontractors if necessary. The Construction Manager shall provide notification at regularly scheduled progress meetings of any material defects or deficiencies and recommend remedial action. The Construction Manager shall take the lead role in negotiating and resolving any disputes with Subcontractors and obtain the Owner's concurrence or approval of all settlements that may affect the GMP or the Construction Manager's Contingency before executing change orders with Subcontractors.

§ 2.3.2.10 The Construction Manager shall maintain, in good order and on a current basis, and as part of the Specified General Conditions, a record copy of all subcontracts, purchase orders, Drawings marked to record all changes made during construction. Specifications, addenda, Change Orders, and other Modifications; shop drawings; product data; samples; submittals; inspection reports; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise out of subcontracts or Work. These records shall be available to the Owner, and, at completion of the Project, delivered to the Owner.

§ 2.3.2.11 As part of the Specified General Conditions, the Construction Manager shall provide an adequate and experienced staff consistent with or in excess of that specified in response to the RFP. The staff shall include necessary and appropriate project managers, superintendents, field engineers, engineers, quality control specialists, scheduling engineers, cost engineers, clerical, accounting, and data processing personnel, and others so that, among other things:

- .1 The Work is performed and coordinated in a timely manner in compliance with the Contract Documents;
- .2 Change Order Proposals and responses to Construction Change Directives are submitted to the Owner within seven (7) days after the Construction Manager's receipt;
- .3 Replies to correspondence from the Owner, Subcontractors, and governmental agencies are answered within seven (7) days;
- .4 Substantial and Final Completion are achieved within the time specified in the Contract Documents and consistent with the General Conditions; and
- .5 BIM models are maintained and updated during construction.

§ 2.3.2.12 Apprenticeship. The Construction Manager shall achieve apprentice participation of at least ten percent (10%) of the total construction labor hours, in accordance with Exhibit 4, Public Works Apprenticeship Requirement, and in accordance with Spokane Municipal Code § 07.06.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases. § 2.4.1 Section 3.12.10 of A201–2007, as revised, shall apply to both the Preconstruction and Construction Phases.

§ 2.4.2 Design-Build Responsibilities.

§ 2.4.2.1 The Construction Manager will utilize Design-Build Subcontractors to perform the design and construction of a portion of the Work as part of the GMP and as agreed upon with the Owner. Design services shall not be performed directly by the Construction Manager but will be performed by qualified and licensed engineers and other design professionals engaged or employed by Design-Build Subcontractors.

§ 2.4.2.2 The Construction Manager shall be responsible to the Owner for acts and omissions related to design by the Design-Build Subcontractors, their lower-tier Subcontractors, and their respective employees, agents, and other persons performing design services through the Construction Manager on the Project. If the Construction Manager believes that implementation of any instruction received from the Owner would cause a violation of any applicable law, the Construction Manager shall notify the Owner in writing and shall not be obligated to perform any act which it believes would violate any applicable law.

§ 2.4.2.3 Design-Build Subcontractors shall:

- .1 provide a preliminary evaluation of the Owner's preliminary program;
- .2 visit the site, review record drawings, become familiar with the existing facilities and local conditions, and correlate observable conditions with the requirements of the Owner's preliminary program and schedule; and
- .3 be responsible for their design and their respective Contract Documents being in compliance with the requirements of all applicable laws, ordinances, restrictions, building codes and regulations. Any conflicts or potential violations which a Design-Build Subcontractor or the Construction Manager may discover shall be brought to the immediate attention of the Owner. However, nothing contained herein shall make the Construction Manager or a Design-Build Subcontractor responsible for defects in existing construction or for changes to existing construction required by governmental authorities having jurisdiction, except to the extent that the Construction Manager or a Design-Build

Subcontractor implements the changes to existing construction required by governmental authorities having jurisdiction.

§ 2.4.2.4 The Construction Manager, through its Design-Build Subcontractors, shall provide services described below, and the GMP will be increased, if authorized in writing by the Owner:

- .1 making revisions in the Construction Documents, budget or other documents, when such revisions are inconsistent with prior approvals or instructions of the Owner, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents, or are required by the governmental authorities having jurisdiction and requesting upgrades not reasonably anticipatable to an existing facility;
- .2 providing services at the Owner's specific request to perform detailed investigations of existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner;
- .3 coordinating services in connection with the performance of separate contractors or individuals retained by the Owner subsequent to the Owner's issuance of the notice to proceed with construction;
- .4 providing analyses of owning and operating costs subsequent to the Owner's issuance of the notice to proceed with construction; or
- .5 making investigations, inventories of materials or equipment, or valuations and detailed appraisals, all of existing facilities.

§ 2.5 Hazardous Materials

Section 10.3 of ~~A201-2007~~ A201-2007, as revised, shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, ~~systems,~~ systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of ~~the a~~ a Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments of undisputed amounts to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when ~~due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change, due and the Owner agrees.~~ After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, ~~requested and upon its approval~~, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction ~~Phase~~, ~~Phases~~, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Any decisions and approvals which involves a change in the scope of the Work, a change in the GMP which is greater than the limit of the management reserve granted to the Owner's Designated Representative by the Owner's City Council, and/or the Contract Time, or involving modification or waiver of the terms of the Contract Documents must be approved in writing by the Owner's City Council or the Owner's Public Works Director.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and ~~responsibilities as described in AIA Document B103™ 2007, Standard Form of Agreement Between Owner and Architect, responsibilities~~, including any additional services requested by the Construction Manager and authorized by the Owner that are reasonable and necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Compensation for the Preconstruction Services (the "Preconstruction Services Cost") shall not exceed Eighty Thousand Dollars (\$80,000.00) and shall be allocated among the Components and paid on an hourly basis at the rates and for the individuals specified in Exhibit 1 to this Agreement. In addition, the Construction Manager shall receive compensation for any pre-approved non-labor costs incurred to perform the Preconstruction Services.

including equipment at the hourly rates specified the attachment. Non-labor costs include but are not limited to costs of testing, intrusive investigation, selective demolition and restoration, copying, blueprints and courier costs. The Preconstruction Services rates include personnel and consultant costs and benefits, materials, equipment, taxes, profit and overhead. Costs that would cause the not-to-exceed amount to be exceeded shall be the responsibility of the Construction Manager without reimbursement by the Owner.

The Construction Manager's Fee in Section 5.1.1 does not apply to Preconstruction Services, and any savings from any not-to-exceed amount for Preconstruction Services will not be subject to any Savings Bonus provision.

~~§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted. [deleted]~~

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. The invoice will contain detail of and support for the services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice due date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

Pursuant to RCW 39.76, not to exceed the Bank of America prime rate plus 2.00 % per annum

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work of a Component as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum for that Component in current funds. The Contract Sum for a Component is the Cost of the Work as defined in ~~Section 6.1.1~~ plus the Construction Manager's Fee. Article 6 for that Component plus the Construction Manager's Fee for that Component.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manager's Fee for the Work in a Component during a Construction Phase shall be a fixed, lump sum amount that will be calculated as the percentage specified in response to the RFP (Four point Eight Seven Five percent (4.875%)) times the ECW for that Component negotiated as part of the GMP for the Component. The Fee shall not be applied to any Contingency used by the Construction Manager.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work:

In the event a Change Order is issued for a Change in the Work, the change in the Construction Manager's Fee will be the same percentage specified above in Section 5.1.1.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

The fee for changed Work for which the Owner is responsible and which is directly performed by a Subcontractor of any tier, including overhead and profit, is specified in Section 7.5 of the A201-2007 General Conditions. If a lower-tier Subcontractor performs changed Work, the fee of upper-tier Subcontractors is also specified in Section 7.5 of the A201-2007 General Conditions.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (—%) of the standard rate paid at the place of the Project; the rates described in Section 6.5.2.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

None.

§ 5.1.6 The Specified General Conditions are in the fixed amount of Eight Hundred Fifty Thousand Dollars (\$850,000.00) and will be allocated among the Components. The Specified General Conditions will be reviewed and allocated for each Component GMP at the time of establishing the ECW for that Component GMP.

§ 5.1.7 The amount for Negotiated Support Services will be negotiated for each Component at the time of establishing the ECW for that Component.

§ 5.1.8 The estimated amount for Negotiated Self-Performed Work will be negotiated for each Component at the time of establishing the ECW for that Component.

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time by Change Order from time to time, for each Component. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, and the Construction Manager's Fee exceeds the Guaranteed Maximum Price for a Component, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. The Guaranteed Maximum Prices for individual Components may not be combined in any manner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

The Construction Manager will have the opportunity to share Savings in the following manner: 10% of any balance remaining in the Construction Manager's Contingency at Final Acceptance, not to exceed \$75,000.00, will be paid to the Construction Manager along with final payment or release of the statutory retainage, and will be paid provided that there were at Final Completion, and continue to be, no outstanding Claims between the Owner and the Construction Manager. Savings are not awardable as part of a Claim.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect or Owner may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time consistent with the requirements of the Contract Documents as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of revised AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in Section 7.5 of revised AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. ~~Agreement~~, except for Section 5.1.3. Adjustments to subcontracts

awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those ~~subcontracts~~subcontracts and the Contract Documents.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, ~~Price for changed Work performed by the Construction Manager~~, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean the actual, net costs reasonably and necessarily incurred by the Construction Manager in the proper performance of the Work, without overhead, profit, fee or markup. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.1.3 The Construction Manager shall separately account for the Cost of the Work within each Component.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site ~~workshops~~workshops or transporting materials, equipment or personnel to and from the Project site.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel ~~when stationed at the site with the Owner's prior approval~~ are included in the Specified General Conditions and not separately reimbursable. The Construction Manager's supervisory and administrative personnel for this Project are listed in Exhibit 5.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the ~~Work~~Work, are included in the Specified General Conditions and not separately reimbursable.

§ 6.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under ~~Sections 6.2.1 through 6.2.3.~~ Section 6.2.1. This does not include insurance required by the Contract Documents, which costs are included within the Construction Manager's Fee. Costs paid or incurred by the Construction Manager for vacations, bonuses, travel, stock options, deferred compensation, or discretionary payments to employees are not directly reimbursable. As part of a GMP Amendment, the parties may agree to a wage burden rate for workers under Section 6.2.1, which will be fully burdened, including all the wage-based costs, and fixed for the duration of the Contract Time. Burden rates, including any agreed burden rates, are subject to the Owner's audit to confirm that the burden has been correctly calculated and applied the burden in accordance with the Contract Documents.

~~§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval. [deleted]~~

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts. The Construction Manager shall maintain a procedure for the review, processing and payment of applications by the Subcontractors for progress and final payments, all in accordance with the terms and conditions of the Contract Documents. The Construction Manager shall verify the completeness of all applications for payment and assemble and check all supporting documentation required by the Contract Documents or by the subcontracts with respect to each Application for Payment, including all lien waivers and releases.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed ~~construction~~ construction, except on-site storage and handling of materials, which are included under Specified General Conditions.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold or returned by the Construction Manager. Any amounts realized from such sales or returns shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.4.3 Notwithstanding the above, costs of material and equipment directly procured by the Construction Manager (and not bid through a subcontract package) and not incorporated in the completed construction will generally be included in Negotiated Support Services after approval by the Owner.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment (as described in the Contract Documents) and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges (not to exceed the local fair market rental costs) actually paid to non-related third parties for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the local fair market rental costs or seventy-five percent (75%) of the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

Rentals from the Construction Manager or any entity in which the Construction Manager or one or more of its owners has a direct or indirect ownership interest ("CM Equipment") shall be separately accounted for and the rental costs shall not exceed Rental Rate Blue Book by Data Quest, San Jose, California, or fair market rental costs, whichever are lower. If more than one rate is applicable, the best available rate will be utilized. The rates in effect at the time of the performance of the Work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance to the same extent as the comparable Blue Book or fair market rate. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate, will be applied to yield the lowest total cost. When rental rates payable do not include fuel, lubrication, maintenance and servicing, as defined as operating costs in the Blue Book, such operating costs shall be reimbursed based on actual costs. The rate for CM Equipment necessarily standing by for future use on the Work shall be 50% of the rate established above. If CM Equipment is required for which a rental rate is not established by the Blue Book, an agreed rental rate shall be established for that equipment, which rate and use must be approved by the Owner prior to performing the Work.

§ 6.5.3 Costs of street cleaning, removal of rubbish and debris from the site of the Work and its proper and legal disposal-disposal are included under Negotiated Support Services and not otherwise reimbursable. A separate subcontract that specifically requires progress cleaning, removal of rubbish and debris not normally included in a trade subcontract is not a Cost of the Work.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site ~~office-office~~ are included in Specified General Conditions and are not separately reimbursable, except that reproduction costs for subcontract bid packages are under Negotiated Support Services.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the ~~Work-Work~~ with the Owner's prior written approval, but not including commuting or travel costs from the Construction Manager's office, which are included in Specified General Conditions and are not separately reimbursable.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.5.7 Notwithstanding the above, costs of other material and equipment, temporary facilities and related items procured by the Construction Manager will generally be included in Negotiated Support Services, but some may be designated for inclusion in the Specified General Conditions. Reference the Cost Responsibility Matrix Exhibit for clarification of such items. All furniture, technology, communication (including cell phones, except for cell phones used by direct field workforce personnel associated with executing the Negotiated Support Services), personal transportation (including pickup trucks) and clerical equipment therein, temporary controls (except cleaning and erosion controls), and delivery by the Construction Manager, on-site storage, sheds and handling are Specified General Conditions.

§ 6.6 Miscellaneous Costs

§ 6.6.1 ~~Premiums~~ The actual, net costs of premiums for that portion of Builder's Risk insurance and bonds required by the Contract Documents that can be directly attributed to this Contract-Contract, after taking into consideration cost adjustments including, for example, experience modifiers, premium discounts, policy dividends, rebates, and refunds, retrospective rating plan premium adjustments, and assigned risk pool rebates are Negotiated Support Services. All other premiums, including all premiums for bonds and insurance required by the Contract documents, are not Costs of the Work but are included within the Construction Manager's Fee as are portions of deductibles not reimbursable under the Contract Documents. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 ~~Sales, use or similar~~ Use or similar taxes, B&O and income taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable-is liable are included in the Fee and so are not reimbursable. Sales tax on the Contract Sum is based upon and paid with each progress payment.

§ 6.6.3 Fees and assessments for ~~the building permit and for other~~ Project-specific permits, licenses and inspections of governmental authorities having jurisdiction for which the Construction Manager (but not Subcontractors) is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required of the Construction Manager by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the

last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval, approval are included in Specified General Conditions and are not separately reimbursable.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between or including the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the Owner's prior approval, expenses Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work Work are included in Specified General Conditions and are not separately reimbursable.

§ 6.6.10 The cost of pre-approved warehousing of stored materials or equipment subsequently incorporated into the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner. Temporary heat and temporary hookups for water, utilities, natural gas, sewer and storm sewer, necessary for proper execution and completion of the Work, shall be provided by and coordinated with the Owner. In the case of power outages, Construction Manager shall provide backup generators.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors of any tier or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.6.8 or are listed as covered by the Fee or the Specified General Conditions.

§ 6.7.5 Negotiated Support Services

Negotiated Support Services by the Construction Manager may be accomplished and will be reimbursed as Costs of the Work within the GMP, consistent with the Cost Responsibility Matrix Exhibit, only as follows:

- .1 Negotiated Support Services described and included in the GMP.
- .2 Units of Negotiated Support Services may be accomplished by the Construction Manager during a Construction Phase, subject to prior written Owner approval, if the Cost of the unit of the Work is less than \$35,000.
- .3 Subcontractor bidding requirements are not applicable to Negotiated Support Services.
- .4 Overhead and profit shall not be contained within the Negotiated Support Services as the Fee is applied to the Negotiated Support Services.

§ 6.7.6 Specified General Conditions

The fixed, lump sum contained in the Construction Manager's response to the RFP for certain detailed, selected and identified general conditions Work and services, consistent with the Cost Responsibility Matrix Exhibit, to be provided by the Construction Manager as Specified General Conditions. The Specified General Conditions Work is

to be performed by the Construction Manager with its own forces in most instances, is to be reasonably allocated among the Components, and is to include the Preconstruction Services and activities that occur after a GMP is established through execution of the GMP Amendment for a Component.

§ 6.7.7 Negotiated Self-Performed Work

Costs of the Work for a Component's Negotiated Self-Performed Work are reimbursable under Sections 6.1 through 6.7 above. The combined Cost of the Work of Negotiated Self-Performed Work for all Components shall not exceed fifty percent (50%) of the total Cost of the Work for all Components.

§ 6.7.8 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract that may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below, as all such items are covered by the Construction Manager's Fee or are at the Construction Manager's risk:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors of any tier and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase-Phase except as specifically allowed herein;
- .9 Direct payments by the Owner (if any) for the building permit and related permits, reserve capacity fees, and plan-check fees, including SEPA, design review, and land use fees are not a part of the Cost of the Work or the GMP.
- .10 Overtime wages, unless pre-approved by the Owner;
- .11 Main or home office accounting, data processing, software, hardware or computer-related costs and data processing, software, hardware or computer-related costs not included in the Specified General Conditions;
- .12 Penalties and fines imposed by a governmental entity;
- .13 Safety costs not included in the Negotiated Support Services or Specified General Conditions;
- .14 Liquidated damages;
- .15 Except as included within the Specified General Conditions, reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office;
- .16 Legal, consultant, or claims-related expenses except as specifically provided in Section 6.6.8;
- .17 Warehousing in the Construction Manager's facility;
- .18 Business licenses; and
- .19 NPDES violations, fines, or penalties.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained. If the Construction Manager is offered discounts and/or

rebates based upon prompt payment, the Construction Manager shall offer the Owner the opportunity to take advantage of such discount and/or rebate, and if the Owner makes such a prompt payment then the Owner shall only be charged the price as reduced by the discount and/or rebate. If the Owner declines the opportunity the Construction Manager may keep any such discounts and/or rebates it achieves through its own prompt payment. If the Construction Manager does not provide the Owner the opportunity to participate then the Construction Manager may only charge the net costs after consideration of discounts and rebates. The Construction Manager shall notify the Owner in a timely manner of the availability of such cash discounts, rebates, or refunds.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager and any cost-reimbursable Subcontractors shall keep full and detailed records and accounts related to the cost of the Work separately for each Component and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. This requirement also applies to any Subcontractor of any tier that submits a Claim. The accounting and control systems shall be satisfactory to the Owner. The Substantiation for lump-sum subcontracts shall include the Subcontractors' bid proposals, the Construction Manager's bid tabulation worksheets, invoices to the Construction Manager and monthly schedules of values. For cost-reimbursable portions of the Work or in the case of Claims for additional cost, the Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, copy (including electronically), the Construction Manager's and Subcontractors' original records and accounts, including complete documentation supporting accounting entries, books, ledgers, computerized records, daily reports, correspondence, instructions, drawings, receipts, subcontracts, subcontractor's proposals, purchase orders, vouchers, invoices of Subcontractors and suppliers of any tier, memoranda and other data relating to this Contract. The Construction Manager Project or any Claim. The Construction Manager and its Subcontractors shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect and the Owner in compliance with the Contract Documents by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents. The Construction Manager's submission of this Application constitutes a certification that the Work is current on the Construction Schedule, unless otherwise noted on the Application. The Application shall be in a form acceptable to the Owner. The payment process shall be separate for each of the Components that comprise the Work.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not applicable

§ 7.1.3 Applications for Payment

- .1 Draft Application.** At the last scheduled meeting of each month, the Construction Manager shall submit to the Owner the reports required in Section 2.3 and a draft, itemized applications for payment for Work performed during that calendar month on a form supplied or approved by the Owner. There shall be separate Applications for Payment for each of the Components. This shall not constitute a payment request. The Construction Manager, the Owner and the Architect shall confer prior to the last working day of the month regarding the current progress of the Work and the amount of payment to which the Construction Manager is entitled. The Architect or Owner may request the Construction Manager to provide data substantiating the Construction Manager's right to payment as the Architect or the Owner may require, such as copies of invoices from Subcontractors of any tier, lien releases and certified payrolls, and reflecting retainage as provided elsewhere in the Contract Documents. The Construction Manager shall not be entitled to make a payment request, nor is any payment due the Construction Manager, until such data is furnished.
- .2 Payment Request.** After the Construction Manager, the Owner and the Architect have met and conferred regarding the updated draft Application(s), and the Construction Manager has furnished all progress information required and all data requested by the Owner or the Architect, the Construction Manager may submit a payment request separately for each Component by the last working day of the month following the meeting in the agreed-upon amount, in the form of separate notarized, itemized Application(s) for Payment for Work properly performed on each of the Components during that calendar month on a form supplied or approved by the Owner, along with a lien release on a form furnished by the Owner from each Subcontractor for whose Work the Owner paid the Construction Manager for the prior month. The Applications shall also state that prevailing wages have been paid in accordance with the pre-filed statements of intent to pay prevailing wages on file with the Owner and that all payments due Subcontractors of any tier from the Owner's payment the prior month have been made.
- .3 Payment.** Provided that an Application for Payment is received by the ~~Architect-Owner~~ not later than the last working day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the ~~Architect-Owner~~ receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)
- .4 Disputed Amounts.** If the Construction Manager believes it is entitled to payment for Work performed in addition to the agreed-upon amount, the Construction Manager may, also by the last working day of that month and after the meeting described in Section 7.1.3.1, submit to the Owner and the Architect along with the approved Application for Payment a separate written payment request specifying the exact additional amount due, the category in the schedule of values in which the payment is due, the specific Work for which the additional amount is due, and why the additional payment is due. Furthermore, for the submittal to be considered, pursuant to WAC 296-127-320, the Construction Manager and all Subcontractors shall file with the Owner by the same date certified copies of all payroll records relating to the additional amount sought.

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit the reports required in Section 2.3 and its current detailed computerized substantiation (such as a detailed job cost report) and lien releases. The Construction Manager shall also submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to Architect. The Construction Manager shall separately account for each Component on a monthly basis as part of its Application(s) for Payment. Upon request, the Construction Manager shall demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment. The Construction Manager shall promptly,

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following the date of execution of a GMP Amendment, prepare a comprehensive list of equipment that it anticipates to use on the Component, whether owned or rented. The Construction Manager shall maintain and submit to the Owner monthly a detailed equipment inventory of all equipment it has purchased and charged as a Cost of the Work or job-owned through aggregate rentals and shall prepare an equipment rental report that identifies the equipment rented for the month and identifies the source of the rented equipment. The inventory shall include (1) the original acquisition cost and date, (2) the Owner-approved fair market value of the equipment when first used on the Project, and (3) the final disposition.

§ 7.1.5 At least fourteen (14) days before the first Application for Payment for a Component, the Construction Manager shall submit to the Owner and Architect a schedule of values for the Component allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner or Architect may require. These schedules, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment. Mobilization shall be a maximum of one-half of one percent (0.5%) of the GMP except to the extent that the Owner agrees to a higher amount, and shall be paid only if supported by an itemized breakdown of costs acceptable to the Owner; the schedule of values shall allocate at least one percent (1%) of the GMP to Commissioning, as defined in the Contract Documents; and the schedule of values shall also allocate at least two percent (2%) of the listed value of each line item in the schedule of values to that portion of the Work between substantial completion and final completion of that line item, to be earned and become payable in the next Application for Payment upon final completion of that line item. Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values for each Component shall allocate the entire Guaranteed Maximum Price for that Component among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item—Construction Manager's Fee, Negotiated Support Services, Specified General Conditions, Negotiated Self-Performed Work and Construction Manager's Contingency shall each be shown as separate line items. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect-Owner may require. This schedule, unless objected to by the Architect, Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment for a Component shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of percent (%). Fee. The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent (%) from that portion of the Work that the Construction Manager self-performs;[deleted]
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

- .7 Subtract amounts, if any, for which the Architect or Owner has withheld or nullified a Certificate for Payment or the Owner has withheld payment as provided in Section 9.5 of AIA Document A201-2007, A201-2007; and
- .8 Subtract the statutory retainage of Five percent (5%) of the completed Cost of the Work and the Construction Manager's Fee as a fund for the protection and payment of the claims of any person or entity arising out of the Work and the state with respect to taxes pursuant to RCW 60.28.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect and Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect or Owner has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect or Owner has made exhaustive or continuous on-site inspections; or that the Architect or Owner has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner. Payment by the Owner shall not constitute final approval of the Work done or the amount due.

§ 7.1.11 The Construction Manager shall obtain Affidavits of Wages Paid from each Subcontractor of any tier within fourteen (14) days of each Subcontractor's completion of its Work on the Project.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract ~~Sum~~, Sum except for statutory retainage, shall be made by the Owner to the Construction Manager within 30 days of the Owner's Final Acceptance of all the Work under the Contract, which shall occur when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work (including final accountings from any cost-reimbursable Subcontractors) and a final Application for Payment; ~~and~~
- .3 Final Completion has been achieved;
- .4 a final Certificate for Payment has been issued by the Architect- Architect; and
- .5 the requirements for Final Acceptance in the revised A201-2007 General Conditions are met.

The Owner's final payment to the Construction Manager shall be ~~made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:~~ made:

in accordance with the Contract Documents.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting (including the final accountings of any mechanical and/or electrical subcontracts under RCW 39.10.385) within 30 days after delivery of the final accounting to the ~~Architect-Owner~~ by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting. The Owner's final accounting shall not preclude or in any way limit the Owner from exercising its rights of audit under other provisions of this Contract.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to ~~request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation invoke the dispute resolution procedure of Article 15 of the revised General Conditions. Commencement of the dispute resolution procedure for the disputed amount shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation commence the dispute resolution procedure within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate undisputed amount in the final Application for Payment.~~

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

§ 7.2.5 Statutory retainage will be withheld separately from Applications for Payment for each Component. Notwithstanding anything to the contrary in the A201 General Conditions, the Owner and the Construction Manager intend that each of the Components will be considered its own separate "contract" to the extent that term is used in RCW 60.28. If and only if the requirements of this Section 7.2.5 are met, the parties intend that the retainage for each Component may be released separately and distinctly from the overall Project. Thus, it is the parties' intent that the Owner shall issue a separate Final Acceptance and final payment for each Component. So long as (a) the Owner receives the certificates for an individual Component of the Department of Revenue, the Employment Security Department, the Department of Labor and Industries, and any other release that may be required by law at that time, (b) the requirements of RCW 60.28.021 are met for that Component, (c) the Construction Manager's surety agrees in writing to the release of retainage for that Component, and (d) the Construction Manager agrees to defend, indemnify, and hold harmless the Owner from any claims made against the bond and retainage, all in a form agreeable to the Owner, then the Owner shall separately release the retainage in accordance with RCW 60.28 for an individual Component that achieves Final Completion and Acceptance notwithstanding the completion status other Components.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager ~~and the Owner shall purchase and maintain insurance, shall purchase and maintain insurance as set forth in the attached Indemnification / Hold Harmless and Insurance Requirements Exhibit,~~ and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. ~~However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply the revised A201-2007.~~

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007~~[deleted]~~

☒ Litigation in a court of competent jurisdiction in Spokane County, Washington

☐ Other: *(Specify)*

[deleted]

§ 9.3 Initial Decision Maker

~~The Architect will serve as the~~ There shall be no Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. A201-2007.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the first Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007. Notwithstanding anything herein to the contrary, the Owner shall at all times maintain the right to terminate for cause or for convenience as described in Article 14 of AIA Document A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services reasonably and necessarily performed prior to receipt of a notice of ~~termination-termination, not to exceed the Preconstruction Services Cost.~~ In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of ~~the a~~ Construction Phase but prior to the execution of ~~the any~~ Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~and~~
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase ~~services.~~ services; and
- .4 Adjust for statutory retainage in accordance with RCW 60.28.

The Construction Manager is not entitled to any payment, including but not limited to Fee or markup, for Work not performed on a terminated Component for which no GMP Amendment has been executed.

The Owner shall also pay the Construction Manager fair ~~compensation~~, compensation to the extent permitted in Section 6.1 and not excluded by Section 6.2 of this Agreement, either by purchase or rental at the election of the Owner, for any equipment purchased for the Project and now owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of ~~the a~~ Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of ~~the a~~ Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of ~~the a~~ Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, ~~except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed above.~~

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in ~~Sections 5.1 and 5.3.5~~ Section 5.1 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in revised A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of revised A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of revised A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a

whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§ 11.5.1 PROJECT INFORMATION

The Construction Manager and all Subcontractors shall submit Project information required by the state Capital Projects Advisory Review Board.

§ 11.5.2 To the extent that the Owner receives any NPDES violations, fines, or penalties, which are caused by the acts, omissions, or responsibility of the Construction Manager, the Construction Manager shall reimburse the Owner for any and all such costs.

§ 11.5.3 INCENTIVE AWARD

§ 11.5.3.1 There is established an award incentive program, to measure the Construction Manager's performance in each of the periods and for the amounts listed below. The award of the Incentive is funded outside of the GMP. The total amount of the Incentive pool shall equal \$70,000.00.

<u>Period</u>	<u>Amount</u>
<u>February 1, 2017 to April 30, 2017</u>	<u>\$10,000</u>
<u>May 1, 2017 to July 31, 2017</u>	<u>\$10,000</u>
<u>August 1, 2017 to October 31, 2017</u>	<u>\$10,000</u>
<u>November 1, 2017 to January 31, 2018</u>	<u>\$10,000</u>
<u>February 1, 2018 to April 30, 2018</u>	<u>\$10,000</u>
<u>May 1, 2018 to July 31, 2018</u>	<u>\$10,000</u>
<u>August 1, 2018 to October 31, 2018</u>	<u>\$10,000</u>

§ 11.5.3.2 At the end of each period, in addition to all other payments to the Construction Manager during the period, the Owner will pay Incentive if the Owner determines in its sole discretion that it has been earned. If during the incentive evaluation periods the Owner considers that the Construction Manager is performing below minimum performance expectations in any area, no Incentive will be awarded for that period, as to any area. If during an incentive evaluation period, the Construction Manager does not earn all of the available Incentive, an amount equal to one-half the unearned Incentive amount will be added to the Incentive amount for the subsequent fee periods.

§ 11.5.3.3 The Owner in its sole discretion will evaluate the Construction Manager's performance for Incentive purposes based upon the criteria listed below ("Incentive Evaluation Criteria"), and no others. The Owner will unilaterally determine the relative importance prior to the beginning of the evaluation period. The relative importance of the evaluation criteria may change from one evaluation period to the next. The Owner will provide to the Construction Manager the relative weight for each criterion at the start of each evaluation period. The Incentive Evaluation Criteria are:

- .1 The effectiveness of the Construction Manager's efforts to minimize disruption to traffic on Spokane Falls Boulevard, Avista access road, and adjacent streets;
- .2 The effectiveness of the Construction Manager's efforts to minimize disruption with the community neighbors, Avista operations, other businesses or activities;
- .3 The effectiveness of the Construction Manager's management of the construction schedule;
- .4 The effectiveness of the Construction Manager's management of costs;
- .5 The effectiveness of the Construction Manager's team-building efforts; and
- .6 The effectiveness of the Construction Manager's communications plan to the Project Team, the City and the community at large.

§ 11.5.3.4 The Owner will establish an Incentive Evaluation Committee ("Committee") consisting of three Owner representatives. The Committee will evaluate the Construction Manager's performance during each period. Within ten (10) calendar days after the end of an evaluation period, the Construction Manager and the Owner shall separately prepare and submit to the Committee a written report of no more than five (5) typed pages evaluating the Construction Manager's performance during the period based upon the Incentive Evaluation Criteria. The Committee may invite or, upon request by either the Construction Manager or the Owner, allow the Construction Manager and the Owner each to make an oral presentation of a limited duration determined by the Committee. After

receiving the written reports and hearing any oral presentations, the Committee will evaluate the Construction Manager's performance based upon the Incentive Evaluation Criteria and will make written determination of the amount of the available Incentive the Construction Manager is to receive for the evaluation period in question. The Committee's determination shall be made within thirty (30) calendar days after the end of the evaluation period, shall be in writing, and shall be final. Payment of the Incentive for that period shall be included in the payment on the next pay request received by the Owner following the Committee's determination.

§ 11.5.3.5 The Incentive Evaluation Criteria by which the Construction Manager will be evaluated by the Committee for as stated above shall use the following scoring and weighting system:

- .1 The effectiveness of the Construction Manager's efforts to minimize disruption to traffic on Spokane Falls Boulevard, Avista access road, and adjacent streets:
 - .1 Project Staff, neighboring businesses and City employee complaints (written or verbal);
 - .2 Agency (Building Department, City Police, etc.) intervention over complaints;
 - .3 Coordination and communication with the City of Spokane over work activities;
 - .4 Minimization of street closures; and
 - .5 Parking and traffic control.
- .2 The effectiveness of the Construction Manager's efforts to minimize disruption with the community neighbors, businesses or activities:
 - .1 Community complaints (legal or verbal);
 - .2 Agency (Building Department, City Police, etc.) intervention over complaints;
 - .3 Coordination and communication with neighboring community, business, Avista, and City regarding work activities;
 - .4 Effectiveness of safety and security programs focused at the community;
 - .5 Parking and traffic control; and
 - .6 Effectiveness over noise, dust and indoor air quality control.
- .3 The effectiveness of the Construction Manager's management of the construction schedule:
 - .1 Schedule updating and maintenance;
 - .2 Schedule communication;
 - .3 Schedule decision making;
 - .4 Performance to critical milestones; and
 - .5 Permit procurement and coordination.
- .4 The effectiveness of the Construction Manager's management of costs:
 - .1 Timely/cost effective resolution of changes;
 - .2 Proactive identification of cost issues;
 - .3 Accurate cost to complete forecasting;
 - .4 Integrity of accounting and cost control processes; and
 - .5 Cost avoidance.
- .5 The effectiveness of the Construction Manager's team-building efforts:
 - .1 Focus on a non-adversarial, open environment;
 - .2 Enforcement of values of trust, respect and honesty;
 - .3 Confrontation framework and process being reinforced;
 - .4 Maintaining clear lines of communication and decision making within levels of team; and
 - .5 Forecasting and reinforcement of project goals.
- .6 The effectiveness of the Construction Manager's communications plan to the Project Team, the City and the community at large.
 - .1 Project Staff, neighboring businesses and City employee complaints (written or verbal);
 - .2 Agency (Building Department, City Police, etc.) intervention over complaints;
 - .3 Coordination and communication with the City of Spokane regarding work activities;
 - .4 Coordination and communications with neighboring businesses, Avista, Public Library and governmental agencies regarding work activities; and
 - .5 Coordination and communications with local media outlets regarding work activities;

§ 11.5.3.6 The following weighting of scores will be used to evaluate each of the evaluation criteria and their respective score will be used:

- .1 Excellent – Regularly exceeds requirements, initiates improvements, and excels in specific objectives and goals;
- .2 Good – Usually exceeds requirements and performance standards;

- .3 Fair – Meets all normal requirements and performance standards; and
.4 Poor – Fails to meet performance standards.

§ 11.5.3.7 The intent of this incentive is to reward the Construction Manager for performance in excess of the minimum requirements, not to pay for performance which just meets the minimum requirements. Accordingly, a score of "Fair" in any particular area means that no incentive will be paid for that time period, for all areas, and no Incentive will be paid. A rating of "Excellent" shall entitle the Construction Manager to between 75% and 100% of the available amount, as determined by the Committee. A rating of "Good" shall entitle the Construction Manager to between 25% and 75% of the available amount.

§ 11.5.3.8 The Committee's determinations are wholly discretionary and not subject to challenge, and the Construction Manager hereby expressly waives any right to seek judicial review of a determination by the Committee. The Committee's determinations are not subject to the dispute resolution provisions of this Agreement.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 This AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified
- .2 AIA Document A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:

Not used.

- .4 AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

Not used.

- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit 1: Preconstruction Work Plans, Rates and Schedule

Exhibit 2: Cost Responsibility Matrix

Exhibit 3: Insurance Requirements

Exhibit 4: Public Works Apprenticeship Requirement

Exhibit 5: Construction Manager's Supervisory and Administrative Personnel

Exhibit 6: RFQ # 4233-16

Exhibit 7: RFFP # 4248-16

Exhibit 8: Construction Manager's Bid Form

Exhibit 9: RFFP # 4248-16 Addendum No. 1

Future GMP Amendments for individual Components, upon agreement and execution by the Parties

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

(Printed name and title)

(Printed name and title)

Init.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Graehm C. Wallace, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:06:20 on 03/29/2016 under Order No. 1248342233_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

DAVID A. CONDON
MAYOR



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

REQUEST FOR QUALIFICATIONS

City of Spokane, Washington

RFQ NUMBER: 4233-16

DESCRIPTION: Spokane Falls CSO 26 Control Facility – GC/CM Services

**DUE DATE: Monday, March 7, 2016
No later than 1:00 p.m.**

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

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

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1.0 INTRODUCTION

1.1 Background and Purpose

The City of Spokane, Washington (the City) is soliciting Statements of Qualifications from prospective General Contractor/Construction Managers (GC/CM or Contractor) for preconstruction and construction services for the Spokane Falls Combined Sewer Overflow (CSO) 26 Control Facility Project under the Alternative Public Works Contracting process involving Heavy Civil Construction statutorily authorized in Washington by RCW 39.10. The selected GC/CM will:

- Support an integrated delivery model together with City staff, SM Consulting, AECOM, OAC Services and other vendors to maximize Project value to the City's rate payers and other stakeholders.
- Provide preconstruction consulting services, including cost estimating, scheduling, phasing, logistics, constructability reviews, selection of materials, building systems and risk mitigation.
- Provide Value Engineering recommendations.
- Provide integrated use of current design and construction technology, including Building Information Modeling (BIM) and Virtual Design and Construction (VDC) as appropriate.
- Assist in establishing performance goals with the Project team for the design, construction and methods to achieve these goals.
- Consult with the City to consider procurement of mechanical and electrical subcontractors using the Alternative Subcontractor Selection Process as defined in RCW 39.10.385 (MC/CM and EC/CM).
- Solicit and manage subcontractor and supplier procurement/bidding.
- Assist City managers in determining the best overall value of self-performed work by the GC/CM under recent amendments to RCW 39.10 for Heavy Civil projects, including the GC/CM's share of negotiated self-performed work.
- Provide construction services to deliver the Project, safely, on time and under budget.

Pursuant to RCW 39.10, Alternative Public Works Contracting Procedures, the City intends to award a contract for GC/CM services ("GC/CM Contract") utilizing a three-step competitive qualifications based process to select the most qualified contractor. The three-step process is described in Section 4.0.

The City's Project team includes AECOM as the Engineer of Record, SMH Consulting as the Project Manager as well as specialty consultants for geotechnical engineering, surveying, archeology, materials testing and other disciplines.

Key Project Team Members:

Rick Romero, Director of Utilities, City of Spokane

Kyle Twohig, Engineering Operations Manager, City of Spokane

Steve Hansen, Project Manager, SM Consulting

Greta Gilman, Project Manager, AECOM, Engineer of Record

Greg Brown, OAC Services, GC/CM Consultant

The Selection Committee that will evaluate GC/CM competitors will be drawn from the Project Team members listed above as well as other City staff members. Proposers should assume some Selection Committee members are without previous capital projects or CSO Project experience.

1.2 Definitions

Definitions for the purposes of this RFQ include:

City – The City of Spokane, a Washington State municipal corporation that is issuing this RFQ.

Firm or Contractor – Company who's Proposal has been accepted by the City and is awarded a fully executed contract.

Proposal – A formal offer submitted in response to this solicitation.

Proposer – Company submitting a Proposal or otherwise responding to this RFQ in hopes of attaining a contract with the City.

Request for Qualifications (RFQ) – Formal procurement document in which a service or need is identified but the final specific methods to achieve it has not been chosen. The purpose of an RFQ is to permit the Contractor community to provide pertinent qualifications for the City's evaluation.

CSO – Combined Sewer Overflow

GC/CM – General Contractor / Construction Manager defined in 39.10 Revised Code of Washington (RCW 39.10).

1.3 Contracting with current or former City employees

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

1.4 Responsiveness

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City reserves the right, however, at its sole discretion, to waive minor administrative irregularities.

1.5 No Obligation to Contract

This RFQ does not obligate the City to contract for services specified herein.

1.6 Rejection of Proposals

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

2.0 SUBMITTAL REQUIREMENTS

2.1 Submittal Delivery

Statement of Qualification (SOQ) submittals shall be delivered to:

**City of Spokane – Purchasing
4th Floor – City Hall
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3316**

It is the responsibility of the Proposer to be sure its Proposal is sent sufficiently ahead of time to be received no later than **1:00 PM local time on XXXXXXX, XX, 2016**

NOTE: Submittals will not be accepted by fax or email.

In a sealed envelope or box clearly marked as “Statement of Qualifications, CSO 26 Control Facility – GC/CM Services” by the date and time listed above, submit one (1) paper original and eight (8) paper copies in 8-1/2” x 11” easily recyclable format and one (1) exact duplicate in electronic format on a thumb drive in PDF format.

Place each paper copy of the Statement of Qualifications in a separate sealed envelope. For file size considerations, the digital copy can be broken down into a maximum of four (4) digital files. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

“SEALED STATEMENT OF QUALIFICATIONS – IMPORTANT”
PROJECT NAME
DUE DATE AND TIME
COMPANY NAME

Proposers mailing Proposals should allow normal mail delivery time to ensure timely receipt of their Proposals. If the Proposer is hand-delivering a Proposal, note that additional time is required to sign in, receive a visitor’s pass, and gain entrance to City Hall.

Sealed Statements of Qualifications will be publicly acknowledged at 1:15 PM on the due date in the City of Spokane City Hall Council Chambers, 808 W. Spokane Falls Boulevard, Spokane, WA 99201

2.2 Late Submittals

The City reserves the right to not consider Proposals or modifications of Proposals received at the City Hall office designated in the solicitation after the exact hour and date specified for receipt.

2.3 Cancellation of RFQ or Postponement of Submittal Due Date and Time

The City reserves the right to cancel this RFQ at any time. The City may change the date and time for receiving submittals prior to the date and time established for submittal (all parties receiving this RFQ will be notified of any change in date and time).

2.4 Pre-RFQ Site Visit (Pre-submittal Conference)

A non-mandatory Pre-RFQ Site Visit (pre-submittal conference) will be held for all prime contractors interested in submitting a Statement of Qualifications for this project at the following place and time:

**February 24, 2016: 1:30 P.M.
City of Spokane City Hall
Chase Gallery
808 W. Spokane Falls Boulevard
Spokane, WA 99201-3316**

At that time questions will be received and a brief tour of the project site will be conducted.

2.5 Cost of Submittals

Proposers are responsible for all costs of participating in this process.

2.6 Collusion or Improper Contact

Contact with City staff, Selection Committee members, SM Consulting, AECOM or OAC Services regarding this RFQ other than the RFQ Coordinator or collusion of any kind is strictly prohibited. Proposers violating this prohibition will be disqualified from competition.

2.7 Public Disclosure of Submittals

Proposals received by the City in response to this RFQ become public records subject to chapter 42.56 RCW, Washington's version of the Public Records Act. Proposers must clearly identify in its submittal any specific information claimed to be "confidential" or "proprietary." After decision to award the contract has been made, the Proposals will be available for inspection and copying by the public. Following an intent to award a contract, if the City receives a Public Records Act request to view the information marked "confidential" or "propriety" in a Proposer's submittal, the City's sole obligation shall be to notify the Proposer (1) of the request and (2) of the date upon which such information will be released to the Public Records requester unless the Proposer independently obtains a court ordered injunction to enjoin that disclosure pursuant to RCW 42.56.540. If the Proposer fails to timely obtain an injunction enjoining disclosure, the City will release the requested information on the date specified.

2.8 Non-Disclosure Obligation

Any data provided by the City before or after contract award shall only be used for its intended purpose of responding to this RFQ. The City is not responsible for Proposers, Contractors, and Subcontractors using this City data for any other purpose.

2.9 Addenda

Any changes, revisions, deletions, clarifications, increases, or other modifications to the RFQ will be issued only as a written Addendum to those who have received this RFQ through the City or ABADAN. It is the Proposer's responsibility to check for addenda and other new documents.

2.10 Questions and Interpretation of the RFQ

No oral interpretations of this RFQ will be made by the City to any Proposer. All questions and any explanations must be requested in writing and directed to the City's RFQ Coordinator no later than the last date for questions specified in Section 3.2 or as extended per addendum. Oral explanations or instructions are not binding. Any information modifying this RFQ will be furnished to all respondents solely via written addendum. Communications concerning this RFQ with other than the RFQ Coordinator listed below may cause the Proposer to be disqualified.

All questions regarding this procurement must be submitted via email to:

Kyle Twohig
Engineering Operations Manager
City of Spokane
ktwohig@spokanecity.org

3.0 PROJECT DESCRIPTION AND REASONS FOR USING GC/CM DELIVERY

3.1 Overall Project Scope

This project involves the construction of large underground concrete tanks, Combined Sewer Overflow Reduction (CSO) Control Facility, which will hold up to 2 million gallons of combined wastewater during a storm and then meter it back to the wastewater treatment plant when the storm surge subsides. A number of these tanks already have been built and others are under construction. What makes this project unique to the others is its size, proximity to the Spokane River and 100+ year old Monroe Street Bridge, depth of construction, the terrain of the site and the urban location in downtown Spokane including impacts to significant public and private utility infrastructure.

The City of Spokane's stormwater drainage system is a large, complex network of conveyance piping that is designed to take rainfall and direct it away from roads, buildings, and other public and private property. It consists of several different components, including:

- More than 300 miles of separate storm sewers that discharge stormwater to infiltration facilities, the Spokane River and Latah Creek at over 100 locations, including many bridges. About 1 billion gallons of untreated stormwater enters the River annually.
- More than 400 miles of combined stormwater and wastewater sewers that carry stormwater to the City's wastewater treatment plant when it rains. During moderate to heavy rainfall and snowmelt events, a combination of stormwater and untreated sewage can overflow to the Spokane River to prevent overloading the plant.
- The City of Spokane is obligated to reduce overflows events to the river from each of the storm basins/outfalls to an average of one event per year or less. The Heavy Civil GC/CM delivery method is the most appropriate approach to procuring this project.

3.2 Anticipated Schedule

GC/CM Procurement

PRC Approval	01.28.16
Issuance of RFQ	02.10.16
Pre-RFQ Site Visit (Pre-Submittal Conference)	02.24.16
Last Day for Questions	02.29.16

Statement of Qualifications Due **03.07.16**

Notify GC/CM Short List	03.11.16
Interviews	03.15.16
Notify Short List for Pricing	03.16.16
Issue RFFP to Finalists (GC's & Fee pricing)	03.17.16
Open Final Pricing Proposals (GC's & Fee pricing)	03.28.16
City Council Approval of GC/CM	04.11.16
GC/CM Contract Signed, Commence service	04.18.16

Design and Construction –

Preliminary Design (30%)	01.30.16
Construction Documents, Permit, Bid Documents	11.01.16
GMP Amendment	10.01.16
Substantial Completion	11.01.18
Final Completion	12.01.18

The City reserves the right to revise the above schedule.

3.3 Budget

The current preliminary budget is as follows. The Scope of Work (SOW) for the successful GC/CM and associated budget line for construction activities is expected to be finalized in the preconstruction phase of the Project.

Project Budget

Costs for Professional Services (A/E, Legal, etc.)	\$ 2.1M
Estimated project construction costs (including construction contingencies)	\$ 21.8M
Equipment and furnishing costs (included with construction budget)	\$ -
Off-site costs	\$ -
Contract administration costs (Owner, CM, etc.)	\$ 2.7M

Contingencies (Owner)	\$ 3.8M
Other related project costs (briefly describe)	\$ -
<u>Sales Tax</u>	<u>\$ 1.7M</u>
Total	\$ 32.1M

Funding for this Project has been secured by the City via sewer rates and municipal bonds. Additional or supplemental funding may be sought from State or Federal funding sources.

3.4 Reason for using GC/CM

a. General:

The City desires to retain the GC/CM as a partner early in the Project cycle to work with the Project Team to refine and confirm overall Project goals, including the final budget, detailed Project scope, phasing, scope of self-performed work, building goals and the delivery schedule. Currently, the estimated Guarantee Maximum Price (GMP) is \$21.8 million for the Project.

By delivering the Project using the GC/CM delivery method, the City seeks to benefit from the knowledge and experience of the selected GC/CM to obtain a high-value and high-quality Project at a reasonable cost. The City believes the success of the Project depends greatly on the experience and qualifications of the selected GC/CM and its staff providing Preconstruction and Construction Services.

The City expects that the GC/CM procurement and Project delivery method will provide a fiscal benefit through greater cost certainty associated with the GMP; reduced claim risks; reduced change orders; and opportunities to optimize scope, delivery and overall schedule.

GMP negotiations may occur in phases pursuant to the GC/CM Contract when the scope of the Project and/or Phase is adequately defined and the applicable Construction Documents are at least ninety percent (90%) complete, as mutually determined by the GC/CM and the City, but no later than the completion of the Construction Documents.

Successfully negotiated scopes of work and GMPs for each phase will be executed as GMP amendments to the GC/CM Contract. The City anticipates negotiation and release of the work in phases to minimize costs associated with logistical challenges and winter work and to reduce the schedule risks associated with possible archeological discoveries.

The City reserves its right to terminate GMP negotiations, to negotiate with the GC/CM competitor with the next highest competitive score or to seek firm, fixed price bids as the City determines is in its best interest at any time.

The negotiated self-performed portion of the Project shall be at most 50% of the Cost of the Work to construct the Project.

SELF PERFORMED WORK: The price to be paid for the negotiated self-performed portion of the Project is usually based on the Fee submitted as the pricing component of the selection process. A supplemental fee is being studied and considered.

The GC/CM's Fee calculated upon the subcontracted work portion of the Project shall be the same as its Fee on the entirety of the Project as received by the City on the GC's pricing proposal.

b. GCCM is the best delivery method:

The Project involves complex scheduling, phasing and coordination all supported by GC/CM delivery:

The project is located on a riverbank in downtown Spokane adjacent to Spokane Falls. Depending on final design and staging, components of the project will fall within the shoreline zone and directly above a hydro-electric dam and head works. The project will be next to a major utility company's (Avista) access road to these hydro facilities requiring 24/7/365 access. During construction, a major downtown arterial (Spokane Falls Blvd.) will need to be closed down causing traffic congestion problems for businesses, commuters, the main branch of the Spokane Public Library and other neighbors. Other road projects in the area will create more traffic to divert to this location including the nearby rehabilitation project on the Post Street Bridge. In addition, this project will be deeper than all other projects of this type built in the City, over 50 feet.

The project involves construction in an occupied facility that must continue to operate during construction:

The project site is adjacent to Avista's hydro-electric facility, access road and head works which must be maintained throughout construction. Many businesses, a public library, City Hall, and a parking garage are all neighbors to this site.

Involvement of the GC/CM during the design phase is critical:

Contractor involvement early will provide a higher confidence level in cost estimates, schedules and other coordination efforts. In addition, we anticipate heavy pre-construction involvement throughout design including value engineering, constructability review, site logistics planning and more.

The project encompasses a complex and technical work environment:

The construction of this 2 million gallon Combined Sewer Overflow Reduction (CSO) Tank and the associated Flow Control Chamber are complex in that they include numerous chambers to address liquid storage, tank flushing, odor control, flow control, pumps and associated piping, electrical and control facilities and odor control. In addition, substantial shoring, and SCADA systems along with the reconfiguration of a large sewer conveyance system must be addressed. Surface improvements including street, utilities, walks and a significant landscaping scheme will also be a part of the project. The permitting process will be difficult and cumbersome. Selection of a contractor based on qualifications rather than low bid will ensure that design and construction including sequencing of construction events will be overseen by well qualified staff. Contractors with the relevant experience for this type of project and alternative delivery are limited and may not be willing to pursue on a low bid basis.

Meets the Criteria for a Heavy Civil Classification GCCM project:

The project meets statute requirements for Heavy Civil GC/CM delivery as the project work is primarily infrastructure. The City intends to procure the project as Heavy Civil in order to take advantage of the large self-performed work common in construction of this type. This will improve the attractiveness of the project to the region's best contractors. The City intends to maintain the flexibility of allowing the GC/CM to self-perform up to the maximum allowed percentage, subject to rigorous analysis, the best overall value to the City.

3.5 Scope of GC/CM Services

The City is seeking a highly-qualified, customer-focused GC/CM to participate as a critical, integrated team member throughout design, preconstruction, construction, startup and commissioning, and optimization of operation. The successful GC/CM will demonstrate highly effective preconstruction services including early scope development, estimating, constructability reviews, value engineering recommendations and risk management. The GC/CM will work closely with Design Firms to integrate the best in current technology, to maximize efficient design, construction, commissioning, start up, operations and ongoing maintenance and operations.

The successful GC/CM will demonstrate outstanding skills in construction management, self-performed work, cost-estimating, collaboration with the Project team, subcontractor and supplier buyout, obtaining maximum value, price competitiveness, local vendor participation and disadvantaged business participation. The GC/CM will demonstrate a strong understanding of the unique aspects of work in the Inland Northwest, including freight, labor availability and other factors affecting price or schedule. Work will be self-performed by the successful GC/CM to the extent it demonstrates the best overall value under terms acceptable to the City and in strict accordance with applicable statutes. Negotiated self-performed work (not included in subcontractor bid packages) is expected to be executed under a cost-reimbursable, open-book GMP, but a negotiated lump-sum for some self-performed work may be considered as deemed in the best interest of the City.

The GC/CM will provide all services typical of a general contractor, including but not limited to Critical Path Method scheduling, site supervision, subcontractor coordination, safety leadership, construction meeting organization, communications, maintenance of a clean site and surrounding areas, documentation, coordination of other City vendors, including independent commissioning, inspections, and training for City operations, maintenance, and instrumentation staff.

3.6 Period of Performance

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or about April 11, 2016 and end on or about December 1, 2018.

4.0 GC/CM EVALUATION AND AWARD PROCESS

4.1 Award Process

The City intends to contract for GC/CM services on the basis of a combination of qualifications and fees using a three-step competitive selection process described below:

Step 1: Statements of Qualifications (SOQ) will be evaluated using the criteria set forth in Section 8, with the most highly qualified Proposers short-listed to interview with the City for further evaluation.

Step 2: Short-listed firms will be evaluated using an extended interview process, including potential site and office visits as well as team interviews. The evaluation of the extended interview process may further reduce the number of Proposers being considered (Finalists).

Step 3: The City will invite Finalists to submit Final Pricing Proposals of Specified General Conditions and GC/CM Fee. Prior to the due date for submitting Final Pricing Proposals, Finalists will receive the City's form of Agreement, General Conditions, and a detailed matrix of items in the Specified General Conditions and GC/CM Fee. The GC/CM receiving the highest combined score as a result of the Extended Interviews and Final Pricing Proposals will be selected to enter into contract with the City.

Note: Scoring and Submittals for all phases will be publically released only at the conclusion of the three-step process. Interim scoring for Step 1 and Step 2 will not be released during competition.

4.2 Award of Contract

The Award will be based on a combination of scores of all three steps.

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the proposer whose Proposal is the most favorable to the City, taking into consideration all evaluation factors. The City Council shall make the award of contract.

4.3 Debriefing of Unsuccessful Proposers

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Proposer's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or via telephone.

5.0 STATEMENT OF QUALIFICATIONS (SOQ) (Step 1 – 40 points)

Please respond to each of the items set forth below in a clear and concise manner. Responses must be in the same order as listed, clearly separated with tabs and labeled by response. Attention should be paid to specific requests for information. The submittals shall be organized in a manner that will enable the GC/CM selection committee to quickly assess pertinent information.

Proposals shall be limited to single spaced, typewritten pages (minimum 10 point font) and shall be no more than 20 double sided sheets of paper (a sheet is two pages, front and back). The page count does not include the tabs, RFQ cover sheet, resumes, or blank pages.

5.1 Letter of Interest (LOI)

The Letter of Interest should not be more than two (2) pages, may contain any information not shown elsewhere in the Proposals, and must provide the email and contact information for notices required by Section 12 below (Protest Process). The Letter of Interest shall be signed and dated by a person authorized to legally bind the Proposer's Firm to a contractual relationship, e.g., the president or executive director, or the managing partner if a partnership. The letter of interest shall include the following information about the Proposer's Firm:

1. Name, address, principal place of business, telephone number, fax number, and email address of legal entity with whom contract would be written.
2. Legal status of the Firm (corporation, partnership, joint venture etc.)
3. Location of the facility from which the Firm would operate.
4. Identify any current (or former within the preceding 12 months) City employees employed by the Firm's governing board as of the date of the Statement of Qualifications.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in this RFQ, unless otherwise agreed by the City.
6. Identify the person who will be the Point of Contact (POC) for this process.

5.2 Staff Qualifications

Please provide an organizational chart and a narrative staffing plan showing proposed staff, reporting relationships and key responsibilities for each staff member. Describe roles and responsibilities for preconstruction and construction phase services. At a minimum, include background information and experience for the following staff members: the principal-in-charge or corporate executive dedicated to the Project, project manager, preconstruction manager, project engineers, superintendents, the estimator, the scheduler and the safety officer.

Clearly identify the key individual(s) who will provide a leadership role for the Project and be the day-to-day contact(s) for the City. Demonstrate how each such individual has successfully accomplished a similar role on other projects.

Provide detailed resumes for each proposed staff member, including the five (5) most recent projects, employment history, education, and owner and designer references for these projects.

5.3 Firm Past Performance on Relevant Projects

Please provide a description of the history and capabilities of your Firm. Describe the types of projects or services the Firm normally performs and the relative dollar value of each. Provide the Firm's bonding capacity, standard insurance limits and confirm the ability of the Firm to obtain bonds for this Project. List the name, contact person, and telephone number of the Firm's bonding agent (Surety), and include a statement from the Surety committing to supply bond for this Project.

Provide profiles of five (5) successfully completed or currently ongoing projects that demonstrate complexity, size, and scope similar to the CSO Project. For each project, provide the duration of construction, initial price, the final price, references from both Owner and Engineer (include the manager who is familiar with your Firm's performance) and note if any of the individuals named in your proposed team participated as members of the project team for the listed project. Clearly

indicate which projects were completed on a negotiated, cost-reimbursable basis (GC/CM, CMGC, CMAR/GMAR, Design–Build or similar). Preference will be given to Firms that demonstrate relevant experience in similar projects and alternative delivery by the staff proposed for the CSO Project.

Clearly describe which of your referenced projects were delivered using the staff proposed for the CSO Project. Staff members proposed will be required to fully participate in and deliver the Project. Staff changes proposed by the selected GC/CM will be permitted only by expressed written permission of the City.

5.4 Project Approach

Please describe your overall approach to maximizing the value of your preconstruction and construction phase services. In addition, briefly address the following Project issues:

- How do you anticipate integrating with AECOM, OAC Services and the City to support decision making?
- Describe your approach to cost estimating that supports decision making and avoids overly conservative estimates.
- Describe your approach to material and subcontractor buyout. How will you maximize price competitiveness and attractiveness for the Project?
- How do you plan on maximizing participation of local subcontractors, suppliers, and craft workers? (See also Exhibit 1)
- Describe your approach to construction quality control. What role should the City, AECOM, and third-party inspectors play during construction?
- Describe your approach to Project completion, closeout, commissioning, startup, and operations. How will you support smooth transition to ongoing operations and optimization?
- Describe your Firm's cost tracking and budget / forecasting approach when working as a Project Team member during early design and throughout the Project.
- Provide your preliminary advice regarding early procurement for any components of the facility.
- What are the risks and opportunities associated with any early bid packages?

5.5 Self-Performed Work, Location, and Current Workload

Please describe the work your Firm typically self-performs and your capability and interest in doing so on this Project. How will you assure price competition on these scopes of work? How do you recommend the City take advantage of the expanded capability for Heavy Civil projects under the recent amendments to RCW 39.10, while demonstrating cost-competitive delivery for its rate payers?

Describe the typical geographic range of your Firm's work. If the Inland Northwest is outside of that typical geographic range, how do you plan to manage this work to the benefit of the City, including preconstruction meeting attendance and management during construction?

Provide a summary of your Firm's recent, current and projected workload in addition to this Project. What has been your annual volume of work (in \$ dollars) for each of the past ten (10) years? What is your anticipated volume of work (in \$ dollars) for the current year, and what are your expected levels for the next three (3) years?

5.6 Accident Prevention, Safety, and Claims

Provide a summary of your Firm's proposed accident prevention program and submit your Firm's EMR and OSHA (WISHA) Lost Time Accident Rate for each of the past five (5) years.

6.0 EXTENDED INTERVIEWS (Step 2 – 45 points)

Those Proposers identified within the Short List from the Step 1 process will be invited for Extended Interviews. These Proposers will be evaluated on the criteria listed in Section 8 and may take into consideration SOQ (Step 1) responses. Extended Interviews may include visits by some or all members of the Selection Committee to Proposer's referenced project sites.

Firms invited for Extended Interviews will be provided with additional details following the short-listing process.

The personnel proposed for the Project, including the project manager, the preconstruction manager, project engineers, and superintendents, must attend and must present at the Extended Interviews.

The Extended Interview process will be used primarily to evaluate the relevant strength and Project understanding of short-listed management team members.

Firms invited for extended interviews will be provided copies of relevant Project documentation, including but not limited to the GC/CM Contract, current design documents, geotechnical and archeological reports, surveys, schedules, budgets, the Cost Responsibility Matrix, Request for Fee Proposal and other documents.

7.0 FINAL PRICING PROPOSALS (Step 3 – 15 Points)

Those Firms identified as Finalists after the Extended Interviews in Step 2 will be invited to submit Final Pricing Proposals on forms to be provided by the City. The Proposals will include two (2) amounts. The first amount shall be for the "GC/CM Fee" expressed as a percentage (%), and the second shall be a lump-sum amount for the "Specified General Conditions Work." The terms "GC/CM Fee" and "Specified General Conditions Work" will be defined in the GC/CM Contract. The criteria that the City will use to evaluate the Final Pricing Proposals are stated in Section 8 below.

The Fee shall be stated as a percentage, which, for the purposes of Step 3, will be multiplied by the estimated GMP to determine a single, lump-sum dollar amount of the GC/CM Fee. The dollar

amount of the Fee will be added to the dollar amount for the Specified General Conditions Work to determine a single amount that will constitute the Proposer's total Proposal price.

No other entries, modifications, or qualifications should be made to the Final Pricing Proposal. The City reserves the right to reject any or all Proposals and to waive informalities or non-material irregularities in the Proposals received.

The name, address, and contractor registration number of the Proposer shall be typed or printed on the Proposal in the space provided. The name must match the name on the proposal guarantee described in Section 11, below.

Proposals must be submitted on the forms furnished by the City or on copies of those forms, and signed by a person authorized to bind the Proposer. Only the amounts and information asked for in the Proposal form will be considered as the Proposal.

8.0 EVALUATION CRITERIA

All the submittals received will be reviewed by the Selection Committee established by the City. Each evaluation criterion has been assigned points based on its relative value to the GC/CM selection process as a whole. The City reserves the right to contact a Proposer for clarification of its Proposal. The criteria and their associated points are as follows:

8.1 Step 1 – Statement of Qualifications (40 points)

8.1.1 Letter of Interest	0 points
8.1.2 Staff qualifications	8 points
8.1.3 Past performance on relevant projects	8 points
8.1.4 Project approach	8 points
8.1.5 Self-performed work, Firm location, current workload	12 points
8.1.6 Accident prevention program, safety, claims,	2 points
8.1.7 DBE/MWBE approach and Apprentice Program	2 points
Subtotal:	40 Points*

8.2 Step 2 - Extended Interview (45 Points)

At the conclusion of the Step 1 process, those Firms identified on the Short List will be invited into Extended Interviews. An agenda, including details, presentation topics, information, and/or format, will be transmitted to those Firms prior to the scheduled date and time of the interviews.

Evaluation Criteria for Interview	Points
<u>Presentation</u> : Clarity and thoroughness of presentation, and Firm's understanding of and approach to the requirements of the Project.	15
<u>Specific Questions</u> : Thoroughness and insight in providing direct and clear answers to the questions asked by the City.	10
<u>Communication</u> : Overall quality of the team's presentation, including interpersonal communications between team members and the Selection Committee. Quality of questions asked by the Firm.	10
<u>Other Criteria</u> : Reference checks on the firm and proposed staff, past performance, staff qualifications, project approach, self-performed work.	10
Subtotal Possible Points for Interview:	45

8.3 Step 3 - Final Pricing Proposal (15 Points)

Those Firms identified as Finalists at the completion of Step 2 will be invited to submit sealed Final Pricing Proposals for the GC/CM Percent Fee and Specified General Conditions (SGC) work. Final Pricing Proposal is the sum of the Percent Fee and Specified General Conditions. The lowest responsive and conforming Final Pricing Proposal will receive fifteen (15) points. All other Final Pricing Proposals shall be scored as follows:

Low Fee +SGC / Proposer's fee +SGC = %

Fee is the % multiplied by the anticipated budget for the Project.

The Finalist with the lowest Proposed Fee in the calculation above will receive the full value of the score. The remaining Finalists will receive a proportionate share of the points, based on the proportion that the Proposed Fee for their proposals exceeds the lowest Proposed Fee. By way of example, if the Finalist with the lowest Proposed Fee provides a Proposed Fee that is ninety percent of the Second Low Finalist, the Second Low Finalist shall receive 13.5 points.

Total Possible for Step 1 – Statement of Qualifications, Step 2 – Extended Interview and Step 3, – Final Pricing Proposal: 100 Points

The Finalist receiving the highest combined score of its SOQ, Extended Interview, and Final Pricing Proposal will be selected to enter into a contract with the City that provides for preconstruction services and GMP negotiations, but the City reserves the right, in its sole discretion, to reject any Proposal if the Final Pricing Proposal is not within 20% of the Low Conforming Final Proposal.

9.0 CONTRACTOR'S RESPONSIBILITY

At the time of submitting the Final Pricing Proposal, all Proposers must be registered by the Washington State Department of Labor and Industries (L&I) in accordance with RCW 18.27.020; have a current UBI number; as applicable, have Industrial Insurance (worker's compensation) coverage for the Proposer's employees working in Washington, as required in RCW Title 51, Washington Employment Security Department Number as required in RCW Title 50, and Washington Department of Revenue State Excise Tax registration number as required in RCW Title 82; not be disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3); and satisfy the bidder responsibility criteria in RCW 39.26.160(2).

10.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

If the GC/CM Contract is a covered transaction for purposes of 49 CFR Part 29, the Contractor will be required to verify that neither the Contractor, nor its principals, as defined at 49 CFR 29.995, nor affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting the Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing the Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, please so state.

11.0 PROPOSAL GUARANTEE

Proposers invited to submit Final Pricing Proposals shall furnish a Proposal guarantee in the form of a firm commitment, such as bid bond, postal money order, cashier's check payable to the City of Spokane, in the amount of at least 5% of the total Final Pricing Proposal (Sum of the GC/CM Fee and the lump-sum amount for Specified General Conditions). The City reserves the right to hold the proposal guarantees of all Proposers until the successful Proposer has entered into the GC/CM Contract and furnished the required bonds and insurance certificates, or for a period of ninety (90) days, whichever is shorter.

12.0 PROTEST PROCESS

At the conclusion of Step 1, notices will be sent to those Firms not invited to continue onto Step 2 – Extended Interviews. At the conclusion of Step 2, notices will be sent to those Firms not invited to continue onto Step 3 – Final Pricing Proposal.

A. **Form of Protest.** In order to be considered, a protest shall be in writing, addressed to the City Engineer at 808 W. Spokane Falls Boulevard, Spokane, WA 99201, and shall include:

1. The name, address, and phone number of the Proposer protesting, or the authorized representative of the Proposer;
2. The Request for Qualifications (RFQ) Number and Title under which the protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the protesting Proposer to supplement its protest with any subsequently discovered documents prior to the City's decision;
4. The specific ruling or relief requested; and
5. Evidence that all persons with a financial interest in the procurement have been given notice of the protest, or if such persons are unknown, a statement to that effect.

B. **Who May Protest**

1. Protests based on qualifications criteria: Any prospective Proposer.
2. Protests following submittal: Any Proposer submitting a Proposal to the RFQ showing a substantial financial interest in the solicitation or award of any Contract.

C. **Time to Protest**

1. Protests based on qualifications, criteria or other terms in the RFQ documents that are apparent on the face of said documents must be received by the City no later than four (4) business days prior to the date established for submittal of Statements of Qualifications.
2. Protests based on other circumstances must be received by the City within four (4) business days after the protesting Proposer knows or should have known of the facts and circumstances upon which the protest is based. In no event shall a protest be considered if all submittals are rejected or after award of contract.

D. **Determination of Protest**

1. Upon receipt of a timely written protest, the City Engineer shall investigate the protest and shall respond in writing to the protest prior to award of contract. Except as provided below, the decision of the City Engineer shall be final.

E. **Reconsideration of City Engineer's Decision**

A financially interested Proposer may request the City Engineer's adverse decision be reviewed by the Utilities Director on a reconsideration basis only. The only justification for reconsideration must either be (i) discovery of new information relevant to the underlying grounds for protest and unavailable at the time of the protest to the City Engineer; or (ii) an error of law or regulation made by the City Engineer.

1. The request for reconsideration must be in writing, filed with the Utilities Director, 808 W. Spokane Falls Boulevard, Spokane, WA 99201, and include:
 - i. name, address, and telephone number of the person protesting or their authorized representative;
 - ii. a copy of the written decision of the City Engineer; and
 - iii. justification for reconsideration by the City Engineer's decision, including all pertinent facts and law on which the respondent is relying.
2. The financially interested respondent must file the request for reconsideration no later than five (5) calendar days after receiving the City Engineer's decision on the protest.
3. Upon receipt of a request for reconsideration, the Utilities Director or designee shall review:
 - i. the information submitted to and reviewed by the City Engineer; and
 - ii. the decision of the City Engineer, and shall thereafter issue a final determination regarding the request for reconsideration. No other information will be reviewed unless the basis for the request for reconsideration is new information.

F. Failure to Comply

Failure to comply with the procedures set forth herein may render a protest untimely or inadequate, and may result in rejection thereof by the City.

13.0 CONTRACT TERMS

The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. The contract may incorporate some or all of the Proposal.

13.1 Business Registration Requirement

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business registration. The Firm shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Firm 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.

13.2 Anti-Kickback

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

13.3 Disputes

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

13.4 DBE/MWBE Policies and City Apprenticeship Ordinance Program

Proposing Firms shall be aware and familiar with the City's policies and programs regarding participation of Disadvantaged Business Enterprises and Apprenticeship Utilization.

13.5 Nondiscrimination

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The 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.

13.6 Liability

The Firm shall indemnify, defend, and hold harmless the City, its officers, and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers, and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers, and employees and the Firm, its officers, and employees shall apply only to the extent of the negligence of the Firm, its officers, and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

13.7 Insurance Coverages

13.71 Description

- A. This Section includes insurance requirements applicable to this contract.
- B. Except as otherwise specified, the Contractor shall, at its sole cost and expense, obtain and maintain during the entire term of this Agreement the minimum insurance set forth below.
- C. In the event the Contractor is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately.
- D. By requiring such minimum insurance, City of Spokane shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.
- E. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of the Contractor, including without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by City of Spokane shall not be limited to the amount of the required insurance coverage.

13.72 Insurance Coverages

A. Liability Insurance

1. **General Liability:** Commercial General Liability for bodily injury including death, personal injury, and property damage, with contractual and completed operations endorsements, and Employer's Liability coverage, utilizing insurers and coverage forms acceptable to City of Spokane, with limits of at least \$1,500,000 per occurrence and \$3,000,000 general aggregate, with \$3,000,000 products and completed operations coverage.
2. **Automobile Liability:** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to City of Spokane, with limits of at least \$1,500,000 per occurrence and \$3,000,000 general aggregate.

Such liability insurance, identified in 13.62.A.1 and 13.62A.2 above, shall name City of Spokane, its officers, directors, agents, and employees, as additional insureds with respect to the work, including completed operations, under this Agreement.

- B. **Workers Compensation:** The Contractor will secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor will be responsible for Workers Compensation insurance for any subcontractor who provides work under subcontract.

If the Contractor is qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to City of Spokane by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.

- C. **Builders Risk Insurance:** The Contractor shall purchase and maintain in force throughout the course of construction "All-Risk" Builders Risk Insurance on the Work provided under this Agreement until Acceptance of the Work by City of Spokane and when the project has been put to its intended use. Such insurance shall be written on a completed value in an amount equal to the initial Contract Price, subject to subsequent modifications of the Contract Price. The insurance coverage shall apply on a replacement cost basis. The insurance policy shall name City of Spokane as an additional insured and loss payee, as its interest may appear. The insurance shall cover the entire Work at the Site. Insured property shall also include portions of the Work located away from the Site but intended for use at the Site, and shall also cover portions of the Work in transit. The insurance policy shall cover the cost of removing debris, including demolition of the undamaged portion of property insured, as may be made legally necessary by the operation of any law, ordinance, or regulation which is in force at the time of any physical loss, damage or destruction to insured property by a peril insured by the insurance policy. Deductibles or Self-Insured Retentions (SIRs) in excess of \$10,000 each loss must be disclosed and are subject to City of Spokane's approval. The Contractor shall be responsible for and pay any deductible or SIR. The insurance policy, and all endorsements, is subject to City of Spokane approval as to form.
- D. **Contractors Pollution Liability:** A policy with required limits of a \$10,000,000 per claim, providing coverage for claims involving remediation, disposal, or other handling of pollutants arising out of Contractor's operations for others; Contractor's site (owned); arising from the transportation of hazardous materials; or involving remediation, abatement, repair, maintenance or other work with lead-based paint or materials containing asbestos.
- E. **Railroad Protective Liability: "NOT USED"**
- F. **Professional Liability:** This Agreement includes "professional services", the Contractor shall maintain the appropriate Professional Liability insurance, with limits of liability of at least \$5,000,000 per claim, for damages sustained by reason of or in the course of operations under this Agreement, whether occurring by reason of acts failing to meet the standard of care required by this Agreement, negligent acts, errors, or omissions of the Contractor.

- G. **Other Insurance:** Other insurance as may be deemed appropriate to cover the specified risk and exposure of the scope of work or changes to the scope of work evaluated by City of Spokane. The costs of which shall be borne by contracting parties as mutually agreed.
- H. **Umbrella Policy.** In addition, the Construction Manager shall maintain a true umbrella policy that provides excess limits over the primary layer, in an amount not less than \$10,000,000.

13.73 General Provisions

- A. **Certificates and Policies:** Prior to commencement of Work for this Agreement, the Contractor shall provide City of Spokane with certificates of insurance showing insurance coverage in compliance with the foregoing paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting City of Spokane's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference City of Spokane's contract number and title.** The Contractor will provide thirty (30) calendar days' advance written notice to City of Spokane in the event the Contractor's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Contractor neglect to obtain and maintain in force any of the insurance required in this Section, City of Spokane may suspend or terminate this Agreement. Suspension or termination of this Agreement shall not relieve the Contractor from insurance obligations hereunder.
- B. Taking into account the scope of work and services to be performed by a subcontractor, the Contractor shall prudently determine whether, and in what amounts, each subcontractor shall obtain and maintain commercial general liability and any other insurance coverage. Any insurance required of subcontractors shall, where appropriate and/or applicable, name City of Spokane as an additional insured.
- C. Contractor's insurance for General Liability, Auto Liability and Railroad Protective Liability (if applicable) shall be primary as respects City of Spokane, and any other insurance maintained by City of Spokane, shall be excess and not contributing insurance with the Contractor's insurance.
- D. The Contractor and its insurers shall require that the applicable insurance policy(ies) be endorsed to waive their right of subrogation against City of Spokane. The Contractor and its insurers also waive their right of subrogation against City of Spokane for loss of their owned or leased property or property under their care, custody and control.
- E. Complete copies of the Additional Insured Endorsement(s) required in 13.62 A.1 and 13.62 A.2 above, the Waiver of Subrogation Endorsements, and the Primary and Non-Contributory Endorsements, or policy provisions, from the General Liability and Automobile Liability policies shall be attached to the Certificates of Insurance required in this section.
- F. No provision in this Section shall be construed to limit the liability of the Contractor for work not done in accordance with the Agreement, or express or implied warranties. The Contractor's liability for the work shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.
- I. The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by City of Spokane.
- J. The Contractor warrants that this Agreement has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by the Contractor to procure the insurance coverage required by this Agreement.

14.0 GRANT REQUIREMENTS

Although not currently anticipated, the City may elect to utilize the Washington State Department of Ecology's "State Revolving Fund" (SRF), or any other State or Federal funding source, for portions of this project.

15.0 RFQ ATTACHMENTS

Attached to this RFQ and incorporated herein by reference are the following background documents:

Exhibit 1 – Spokane Falls CSO 26 Engineering Report (Draft)

Exhibit 2 – Spokane Falls CSO 26 Control Facility Site Map.

Exhibit 3 – Spokane Falls CSO 26 Control Facility Surface Concept.

Exhibit 4 – Sample Heavy Civil GC/CM Contract

Exhibit 5 – Apprenticeship Ordinance information

Exhibit 6 – Bidder Responsibility Ordinance information

RFQ 4233-16 FEE PROPOSAL FORM

TO:

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

PROPOSAL

Pursuant to and in compliance with the Request for Fee Proposals, the undersigned certifies, having carefully examined the Contract Documents and conditions affecting the Work, and being familiar with the site; proposes to furnish all labor, materials, equipment and services necessary to complete the Work, as follows:

Description of Proposal Item:	Percentage	Total Estimated GC/CM Contract Sum	Proposal Amount
GCCM Percent Fee (<i>Percentage x Total Estimated GC/CM Contract</i>)	<u>4.875%</u>	\$ 20,000,000	\$ 975,000
Bond (Included in Fee Percent Above)		\$ 136,929	-
Insurance (Included in Fee Percent Above)		\$ 88,179	-
Specified General Conditions			-
Project Manager	21 months	\$ <u>11,000</u> /mo	\$ 231,000
Project Superintendent	21 months	\$ <u>10,500</u> /mo	\$ 220,500
Project Engineer	21 months	\$ <u>9,500</u> /mo	\$ 199,500
All Other Specified General Conditions Costs		Lump Sum	\$ 199,000
		Total Proposal:	\$ 1,825,000

***Specified General Conditions shall include costs as defined in the GC Cost Responsibility Matrix and A-133 Contract through Project completion and closeout.**

SALES TAX

The sums stated in the foregoing do not include Washington State Sales Tax.


CONTRACT AND BOND

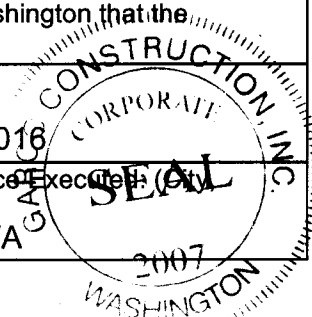
For the purposes of calculating the costs of bonds and insurance, the Proposal shall assume a Maximum Allowable Construction Cost (MACC or Contract Sum) as referenced in the Request for Fee Proposals.

If a GMP Amendment is agreed to between Owner and the GC/CM, a MACC will be established that consists of the Subcontracts, the Percent Fee from this Proposal, the Contractor's Contingency, the fixed dollar amount from this Proposal for Specified General Conditions, and the Negotiated Support Services. The undersigned agrees to execute a contract for the above work for the GMP on GC/CM Contract form, and to furnish bonds and evidence of insurance as required by the Contract.

Proposer's Business Name: Garco Construction, Inc.			
Type of Business: Sole Proprietorship Partnership Corporation (State of Incorporation: <u>WA</u>) Other Corporation			
Business Address: 4114 East Broadway	City: Spokane	State: WA	Zip Code: 99202
Business Telephone Number: 509.535.4688	Business Fax Number: 509.535.1384	Business E-mail Address: hollis@garco.com	
State of Washington numbers for the following:			
Contractor Registration No.: GARCOCI928D5	UBI No.: 602 809 160	Employment Security Dept. No.: 42091000-9	
Receipt is hereby acknowledged of Addenda No(s): <u>1</u>			

REPRESENTATIVE AUTHORIZED TO SIGN FOR PROPOSER

"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":	
Signature: 	Date: March 28, 2016
Print Name and Title Hollis Barnett, Vice President	Location or Place of Execution (City, State) Spokane, WA



BID BOND

Engineering Services File Number

We, Garco Construction, Inc. as Principal,

and Travelers Casualty and Surety Company of America as Surety,

are held and firmly bound unto the CITY OF SPOKANE, a Washington State municipal corporation, in the sum of FIVE PERCENT (5%) of the Principal's bid / proposal amount, for the payment of which we jointly bind ourselves, and our assigns, successors, and legal representatives by this bond.

THE CONDITIONS OF THE OBLIGATION ARE:

The Principal is submitting a bid/proposal for furnishing supplies, material, equipment and/or work to the City of Spokane for the following project with the bid / proposal by reference being made a part of this bond:

Spokane Falls CSO 26 Control Facility – GC/CM Services

If the City of Spokane makes timely award to the Principal according to the terms of the Principal's bid / proposal; and the Principal, within the specified time, executes the proposed agreement and furnishes performance and payment bond(s), as required, then this obligation shall be null and void.

If the Principal fails to execute the proposed agreement and furnish the required bond(s) within the specified time, the Principal, or the Surety if the Principal is unable to perform, shall pay to the City of Spokane the sum of this bond as liquidated damages.

SIGNED AND SEALED on March 28, 2016



Garco Construction, Inc.

As Principal

By: Hollis Barnett

Title: Hollis Barnett, Vice President

CONFIDENTIAL
1/1/78

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

Travelers Casualty and Surety Company of America
As Surety

By: Shawn M. Wilson
Its Attorney in Fact
Shawn M. Wilson

State of Washington)
County of Spokane) ss.

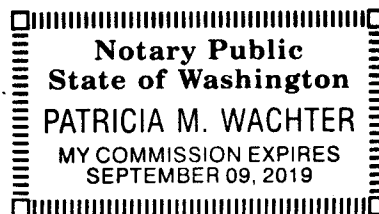
I certify that I know or have satisfactory evidence that Shawn M. Wilson
is the person who appeared before me
and he/she acknowledged that he/she signed the bond; on oath stated that he/she
was authorized to sign it; and acknowledged it as the agent or representative of the
named surety company which is authorized to do business in the State of
Washington, for the uses and purposes therein mentioned.

Dated: March 28, 2016 Notary Public in and for Washington State,
residing at Spokane, WA

My appointment expires September 9, 2019

Patricia M. Wachter

Patricia M Wachter





POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 229339

Certificate No. 006428960

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Janet M. Fenton, Michael J. Moloney, Charla M. Boadle, Tim Warner, Mark L. Roff, Jeff O'Neill, Patricia M. Wachter, Nicholas W. Paget, and Shawn M. Wilson

of the City of Spokane, State of Washington, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of June, 2015.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 18th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

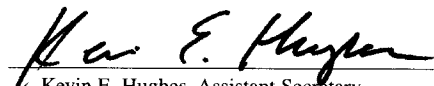
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of March, 20 16


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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

04/11/2016

Date Rec'd

3/31/2016

Clerk's File #

OPR 2016-0308

Renews #**Submitting Dept**

CITY ATTORNEY

Cross Ref #**Contact Name/Phone**

ERIN JACOBSON 6889

Project #**Contact E-Mail**

EJACOBSON@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Contract Item

Requisition #**Agenda Item Name**

2016-2019 COLLECTIVE BARGAINING AGREEMENT WITH LOCAL 270-

Agenda Wording

Authorization to enter into a successor collective bargaining agreement with AFSCME Local 270-Prosecuting Attorneys covering wages and benefits for the years 2016-2019.

Summary (Background)

The City of Spokane and the AFSCME Local 270-Prosecuting Attorneys bargaining unit have concluded negotiations and reached a tentative agreement for a successor collective bargaining agreement with a four-year term, from January 1, 2016, through December 31, 2019. The average annual increase in total cost of compensation over the four-year term is projected to be 1.955%. The membership of Local 270-Prosecuting Attorneys has voted to approve the tentative agreement.

Fiscal Impact**Budget Account**

Expense \$ 2016 \$18,626

various

Expense \$ 2017 \$13,870

various

Expense \$ 2018 \$23,569

various

Expense \$ 2019 \$27,977

various

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

DALTON, PAT

Study Session**Division Director****Other**

e-mail 3/31/16

Finance

KECK, KATHLEEN

Distribution List**Legal**

WHALEY, HUNT

ejacobson@spokanecity.org

For the Mayor

SANDERS, THERESA

tdunivant@spokanecity.org

Additional Approvals

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Purchasing

mvalerien@spokanecity.org

lsmithson@spokanecity.org

gkinyon@spokanecity.org

natalieh@council2.com

TENTATIVE AGREEMENT
Between City of Spokane and AFSCME Local 270-Prosecuting Attorneys
2016-2019

The following memorializes a Tentative Agreement (TA), which constitutes a full and complete settlement of the negotiations for a successor four-year contract commencing January 1, 2016. The TA is subject to ratification by the membership of Local 270-PA and the Spokane City Council. Should either party fail to approve the TA, the parties will revert to their last formal offers and recommence negotiations.

City agrees to:

Wage increases of: 2.25% effective upon ratification of TA
2.00% effective 1/1/2017
2.00% effective 1/1/2018
2.00% effective 1/1/2019

Union #3 (Removing Letters of Counseling from Civil Service file)
Union #6 (Max of 160 hours sick leave for paternity purposes)
Union #8 (Deferred comp match increase to \$120/month effective 1/1/2019)
Union #12 (Deleting Career Ladders)
Union #14 (Deleting Bulletin Board)
Union #15 (Labor/Management Meetings as needed)
Union #16 (Modifying impasse timelines)

MEDICAL INSURANCE- Incorporate current supplemental agreement and/or MOU language. Additionally, either the City and/or the Union may request a medical opener to discuss plan design changes should medical rates increase more than 4% a year, or if the City implements any new plans with other bargaining units.

Union agrees to:

City #2 (Direct Deposit, TA signed on 11/2/15)
City #3 (Supplementals and MOUs void if not incorporated)
City #4 (Code of Ethics, TA signed on 11/2/15)
City #5 (Health Risk Assessment effective 2017 benefit year)
City #6 (Leave Sharing)
City #7 (Tuition Reimbursement)
City #11 (Illness Leave cap of 960 hours, applicable only to new hires after 1/1/2017)
City #12 (Vacation Leave accrual modifications, without cash out option, applicable only to new hires after 1/1/2017)
City #13 (Pro-rated Personal Leave, at current 40 hours max)

For the City of Spokane:

David A. Condon
Mayor

Theresa M. Sanders
City Administrator

 3/22/16

Erin Jacobson
Assistant City Attorney

 3-22-16

Heather Lowe
Human Resources Director

 3/22/16

Tim Dunivant
Budget Director

For Local 270-PA:



Michael Valerien
President



Lynden Smithson
Vice-President

 03/22/16

Natalie Hilderbrand
Staff Representative

UNION PROPOSAL #3 - 10/05/15:
2016 CONTRACT NEGOTIATIONS
CITY OF SPOKANE – LOCAL 270-PA

Article VIII – General Provisions:

Section C – Predisciplinary Hearings, Item 11. Retention of Records:

Disciplinary actions will be kept in the **employee's Civil Service file** ~~personnel files~~ for the time period listed below:

- a. Letters of Suspension 3 years
- b. Letters of Reprimand 2 years
- c. ~~Letters of Counseling~~ ~~1 year~~

After the expiration of the retention time periods and similar incidences have not occurred, records shall be considered void. The employee may also request records that are void be returned to him/her.

The above time periods shall serve as a minimum standard that Management may, based on the severity of the offense **and negotiated with the Union**, extend by a statement in the disciplinary paperwork.

City:

For Local 270-PA:

Erin Jacobson, Asst. City Attorney

Michael Valerien, President

Heather Lowe, HR Director

Lynden Smithson, Vice-President

Tim Dunivant, Budget Director

Natalie Hilderbrand, Staff Rep.

UNION PROPOSAL #6 - 10/05/15:
2016 CONTRACT NEGOTIATIONS
CITY OF SPOKANE – LOCAL 270-PA

Article XII – Other Leave:

Section F – Maternity and Paternity Leave:

The City of Spokane and Local 270-PA mutually agree that maternity leave will be administered in compliance with State and Federal regulations for granting maternity leave.

The City of Spokane and Local 270-PA mutually agree that for paternity leave, male employees will be allowed to use a maximum of 80 160 hours of accrued sick leave for purposes of paternity leave under FMLA.

Employees may use other types of paid leave or compensatory time to cover remaining paternity leave. Consistent with FMLA requirements, paternity leave must be taken in one consecutive time period (not intermittently) within the first year after the date of birth or adoption.

City:

For Local 270-PA:

Erin Jacobson, Asst. City Attorney

Michael Valerien, President

Heather Lowe, HR Director

Lynden Smithson, Vice-President

Tim Dunivant, Budget Director

Natalie Hilderbrand, Staff Rep.

UNION PROPOSAL #8 - 10/05/15 (Revised):
2016 CONTRACT NEGOTIATIONS
CITY OF SPOKANE – LOCAL 270-PA

Article XVIII – Deferred Compensation:

The City agrees to make ~~the ING and ICMA~~ deferred compensation plans available to Local 270-PA members. ~~Effective December of 2007 the City will match up to one hundred twenty dollars (\$120.00) per month to a member's contribution to deferred compensation. Effective 01/01/16 t~~The City will match up to one hundred fiftyeighty dollars (\$15080.00) per month to a member's contribution to deferred compensation through 2018. Effective 1/1/2019, the City will increase its maximum match to one hundred twenty dollars (\$120) per month.

In order to qualify for the matching contribution, the employee must be making a contribution to the deferred compensation program. Also, the employee must be making a contribution of the minimum required or at least as much as the matching contribution in order to get the full match.

City:

Erin Jacobson, Asst. City Attorney

Heather Lowe, HR Director

Tim Dunivant, Budget Director

For Local 270-PA:

Michael Valerien, President

Lynden Smithson, Vice-President

Natalie Hilderbrand, Staff Rep.

UNION PROPOSAL #12 – 11/02/15:
2016 CONTRACT NEGOTIATIONS
CITY OF SPOKANE – LOCAL 270-PA

Article I – Career Ladders:

~~The Employer and the Union recognize the need for the development and training of qualified employees to fulfill the Employer's workforce requirement. The Employer agrees to the principles of Career Ladders and promotion "of the best qualified candidate." In keeping with such principles, the Employer and the Union Shall establish a Career Development Program.~~

City:

For Local 270-PA:

Erin Jacobson, Asst. City Attorney

Michael Valerien, President

Heather Lowe, HR Director

Lynden Smithson, Vice-President

Tim Dunivant, Budget Director

Natalie Hilderbrand, Staff Rep.

UNION PROPOSAL #14 – 11/02/15:
2016 CONTRACT NEGOTIATIONS
CITY OF SPOKANE – LOCAL 270-PA

Article VIII – General Provisions:

Section D – Bulletin Board:

~~The Employer agrees to furnish and maintain suitable bulletin board to be used by the Union, such bulletin board to be a minimum of two feet by three feet in size. The bulletin board shall be maintained in the Prosecuting Attorney's Office.~~

~~The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union is responsible for all materials posted on Union bulletin boards if the Union authorized materials have either been mailed from the Union office or placed there by a shop steward. No materials shall be posted except notices of official Union business. A Union officer shall sign all material. The Union will limit the posting of materials on the Employer's premises to its bulletin boards. The Union accepts the responsibility for keeping its boards clear of any material not authorized by the Local.~~

~~There is not a Union bulletin board in the Prosecuting Attorney's Office.~~

City:

For Local 270-PA:

Erin Jacobson, Asst. City Attorney

Michael Valerien, President

Heather Lowe, HR Director

Lynden Smithson, Vice-President

Tim Dunivant, Budget Director

Natalie Hilderbrand, Staff Rep.

UNION PROPOSAL #15 – 11/02/15:
2016 CONTRACT NEGOTIATIONS
CITY OF SPOKANE – LOCAL 270-PA

Article VIII – General Provisions:

Section I – Labor Management Meetings:

It is mutually agreed that the negotiating committee for Local 270-PA and the negotiating committee for the City shall conduct regular labor/management meetings for the purpose of resolving problems that may arise. Safety items shall be included as eligible topics for discussion in labor/management meetings. Meetings shall be held by mutual agreement as necessary to conduct business. ~~conducted quarterly, but they may be schedule more often by mutual agreement.~~

City:

For Local 270-PA:

Erin Jacobson, Asst. City Attorney

Michael Valerien, President

Heather Lowe, HR Director

Lynden Smithson, Vice-President

Tim Dunivant, Budget Director

Natalie Hilderbrand, Staff Rep.

UNION PROPOSAL #16 – 11/02/15:
2016 CONTRACT NEGOTIATIONS
CITY OF SPOKANE – LOCAL 270-PA

Article XV – Conduct of Negotiations:

Section B:

The City and Local 270-PA mutually agree to set up a bargaining calendar along with impasse procedure for negotiations. If no agreement is reached by ~~November 1~~ September 15 of the PERC year, the following procedure will be followed:

Impasse Procedure:

In the event that the City and Local 270-PA fail to reach an agreement, it is mutually agreed that there shall be no strikes, walkouts, slowdowns, lockouts, or other interruptions of work until the dispute is considered by an unbiased third party. It is further agreed that any decision rendered by the third party shall be given due consideration but will not be final and binding on either party.

Step 1 – Mediation:

The Union or the City management will present the dispute to the Public Employment Relations Commission or, by mutual agreement, the Federal Mediation and Reconciliation Service, as soon as possible, but no later than ~~November 20~~ October 7. If no satisfactory agreement is reached in thirty (30) days of mediation, the dispute will be submitted to:

City:

For Local 270-PA:

Erin Jacobson, Asst. City Attorney

Michael Valerien, President

Heather Lowe, HR Director

Lynden Smithson, Vice-President

Tim Dunivant, Budget Director

Natalie Hilderbrand, Staff Rep.

TA
11/2/15

CITY PROPOSAL #2: DIRECT DEPOSIT

Article VI, Section B

Section B - Pay Periods: Salaries and wages of employees shall be distributed exclusively by direct deposit into employees' bank or credit union accounts on established pay days. ~~during Friday's shift. Those employees who do not work on Friday for any reason, and employees working swing shift shall have their paychecks distributed by the end of Thursday's day shift by their respective payroll clerk.~~

G. A. 11/2/15

JMD 11/2/15

LPR 11/2/15

MW 11/2/15

Natalie Hildebrand 11/2/15

Z/A 11.2.15

CITY PROPOSAL #3: SUPPLEMENTAL AGREEMENTS

Article VIII, Section F

Section F - Supplemental Agreement:

The parties mutually agree that supplemental agreements and/or memoranda of understanding (MOUs) shall be used solely for the purpose of maintenance of contract matters and shall not be used to discuss items of cost unless mutually agreed upon.

This contract may be amended, provided both parties concur. Supplemental agreements and/or MOUs may be completed through negotiations between the parties at any time during the life of the Agreement. Should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate. Supplemental agreements and/or MOUs thus completed will be signed by the responsible Union and City officials.

Should either party, having been notified of the proposed supplemental language, not respond within thirty (30) calendar days, the proposed language shall be considered acceptable and shall be forwarded to the second party for signature.

Supplemental agreements and/or MOUs thus completed shall become a part of the larger Agreement and subject to all its provisions. Supplemental agreements and/or MOUs that have been negotiated during the term of an Agreement shall be incorporated into the successor Agreement. Any supplemental agreement or MOU that pre-dates the successor Agreement, and was not incorporated into the successor Agreement, is null and void upon the effective date of the successor Agreement.

TA
11/2/15

CITY PROPOSAL #4: ETHICS CODE
Article XIX

ARTICLE XIX – CODE OF ETHICS

Replace Article XIX with:

The City's Ethics Code, contained in Chapter 01.04A of the Spokane Municipal Code, shall apply to Local 270-PA members.

Lin 11/2/15

JMN 11/2/15

WDR 11/2/15

mev 11/2/15

Natalie Hildebrand 11/02/15

ZZZ 11.2.15

CITY PROPOSAL #5: HEALTH RISK ASSESSMENT

Article IX, New Section

Beginning the 2017 plan year, employees who participate in an annual online Health Risk Assessment survey will have their monthly benefit administration fee (currently \$25/month and subject to change annually) waived (i.e. it will be paid by the City department rather than by the employee).

Health Risk Assessment surveys for existing employees shall be completed during Open Enrollment to have the following year's monthly fee waived. For example: Employees who do not complete Health Risk Assessment surveys during Open Enrollment 2016 will be charged the monthly fee January – December 2017.

Health Risk Assessment surveys for new employees shall be completed by the time their medical benefits begin (the first of the month following one month of service) to have the remainder of the year's monthly fee waived.

CITY PROPOSAL #6: LEAVE SHARING

Article XIII

ARTICLE XIII - LEAVE SHARING

Section A - Leave Sharing:

Local 270-PA members may receive leave under the Leave Share Program if the employee suffers from a severe or extraordinary non-job related illness or injury which has caused or is likely to cause the employee to go on leave without pay or which may cause the employee to be terminated from City employment.

Local 270-PA members receiving the leave sharing benefit shall receive no more than one hundred and twenty (120) days of such leave during each ten (10) years of service with the City beginning with the date of employment which shall be non-cumulative at the time of applying for leave sharing.

Sick leave, vacation time, personal time, and floating holidays accrued while an employee is in paid leave status due to the use of shared leave must be used as it is earned.

CITY PROPOSAL #7: TUITION REIMBURSEMENT

Article VIII, New Section

The City and Union agree to follow the City's personnel policy on Tuition Reimbursement, subject to the following modification:

For all courses that are approved for reimbursement after the effective date of this Agreement, the employee must refund the City for tuition reimbursement under the following circumstances:

1. The employee voluntarily leaves City employment within two years after receiving tuition reimbursement; and
2. The course(s) for which the City reimbursed tuition was completed during the two years prior to the effective date of the voluntary separation. The course(s) shall be considered completed on the date the employee submitted his or her grade to the City for purposes of demonstrating satisfactory completion.

There shall be an exception to this requirement in the event extenuating circumstances require the employee to terminate employment with the City (e.g., employee quits in order to move and take care of sick parent). The employee's request shall be reviewed for approval by the City Prosecutor and the Human Resources Department, and such approval shall not be unreasonably denied.

CITY PROPOSAL #11: ILLNESS LEAVE
ARTICLE X

Section A - Accrual:

Cumulative illness leave with pay shall accrue to each City employee at the rate of four (4) hours for each bi-weekly pay period. In order to accrue sick leave, the employee must be in a paid status for eighty percent (80%) of that pay period. Total accumulation of sick leave shall be unlimited for all employees hired before January 1, 2017. For all employees hired on or after January 1, 2017, illness leave banks are capped at 960 hours (120 days).

Permanent part-time employees shall accrue sick leave, as above, on a pro rata basis. Seasonal employees as defined in Article VI, Section 53A of the City Charter and temporary employees shall not be entitled to sick leave.

Illness leave may be used anytime by the employee when that employee is incapable of reporting to work due to illness or injury to that employee. Illness leave may also be used in the case of an emergency or serious illness* to a member of the employee's immediate family or to care for a sick child under the age of 18. An employee may be required to furnish evidence supporting the need for the use of illness leave.

Under ~~new amendments to~~ RCW 49.12, employees shall be allowed to choose the type of paid leave they wish to use to care for a parent, parent-in-law, spouse, certified domestic partner, child or grandparent with a serious health condition. Employees may not take advance leave until it has been earned and must abide by the required processes for all leaves. The use of Leave Sharing benefits is subject to the existing requirements and approval process as stated in Article XII. FMLA leave will continue to be governed by City policy HR-23.

CITY PROPOSAL #12: VACATION LEAVE
ARTICLE XI

Section A- Vacation Accrual:

The following vacation allowance is in effect for all employees hired before January 1, 2009~~2017~~:

<u>Service</u>	<u>Bi-Weekly Accrual</u>	<u>Maximum Accrual</u>
First 4 years	3.70	96.57 200
Begin 5th through 10th	5.24	136.76 273.52
Begin 11th	5.55	144.86 289.72
Begin 12th	5.85	152.69 305.38
Begin 13th	6.16	160.78 321.56
Begin 14th	6.47	168.87 337.74
Begin 15th through 19th	6.78	176.96 353.92
Begin 20th	8.32	217.15 435
Begin 25th	9.00	217.15 435
Begin 30th	9.50	217.15 435

The following vacation allowance is in effect for all employees hired on or after January 1, 2017:

<u>Service</u>	<u>Bi-Weekly Accrual</u>	<u>Maximum Accrual</u>
<u>First 4 years</u>	<u>3.70</u>	<u>200</u>
<u>Begin 5th through 10th</u>	<u>5.24</u>	<u>273.52</u>
<u>Begin 11th</u>	<u>6.16</u>	<u>321.56</u>

In order to accrue vacation, the employee must be in paid status for eighty percent (80%) of that pay period. Employees who work on a regular basis of twenty (20) or more but less than forty (40) hours per week shall accrue vacation on a pro-rata basis.

After completion of six (6) months' service employees may use vacation up to and including the amount accrued provided approval is obtained by the supervisor. Workload requirements and continuity of City service shall be the compelling factors in scheduling vacations.

CITY PROPOSAL #13: PERSONAL LEAVE
ARTICLE XIV

Section B – Personal Time:

As all members of Local 270-PA are considered professional employees and exempt from overtime, they will be credited with forty (40) hours of personal time at the beginning of each year. Such time is non-cumulative and must be used within the year. There will be no payoff for unused time.

New hires will be credited with personal time as follows:

- a. Forty (40) hours if hired by January 15;
- b. Thirty (30) hours if hired between January 16 and March 31;
- c. Twenty (20) hours if hired between April 1 and June 30;
- d. Ten (10) hours if hired between July 1 and September 30;
- a.e. Zero (0) hours if hired after September 30.



Agenda Sheet for City Council Meeting of:
04/11/2016

Date Rec'd	3/30/2016
Clerk's File #	CPR 2016-0003
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	ACCOUNTING
Contact Name/Phone	KIM BUSTOS 6034
Contact E-Mail	KBUSTOS@SPOKANECITY.ORG
Agenda Item Type	Claim Item
Agenda Item Name	5600-ACCOUNTING-PAYROLL

Agenda Wording

Report of the Mayor of pending payroll claims of previously approved obligations through: March 26, 2016.
Payroll check #537005 through check #537223 \$6,145,359.93

Summary (Background)

N/A

Fiscal Impact		Budget Account	
Expense	\$ 6,145,359.93	#	N/A
Select	\$	#	
Select	\$	#	
Select	\$	#	
Approvals		Council Notifications	
<u>Dept Head</u>	DUNIVANT, TIMOTHY	<u>Study Session</u>	
<u>Division Director</u>	DUNIVANT, TIMOTHY	<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	DALTON, PAT		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

PAYROLL RECAP BY FUND
PAY PERIOD ENDING MARCH 26, 2016

FUND	FUND NAME	TOTAL
0100	GENERAL FUND	
0030	POLICE OMBUDSMAN	5,406.41
0070	ADMINISTRATIVESERVICES	0.00
0140	ARTS	0.00
0230	CIVIL SERVICE	23,860.80
0260	CITY CLERK	13,832.00
0300	HUMAN SERVICES	0.00
0320	COUNCIL	27,202.72
0330	PUBLIC AFFAIRS / COMMUNICATIONS	21,699.93
0350	COMMUNITY CENTERS	0.00
0370	ENGINEERING SERVICES	142,265.84
0380	ENTERTAINMENT FACILITIES	0.00
0410	FINANCE	31,733.60
0430	GRANTS MNGMT & FINANCIAL ASSIST	11,295.93
0440	FIRE	0.00
0450	CD/HS DIVISION	7,059.60
0460	MY SPOKANE	12,220.02
0470	HISTORIC PRESERVATION	4,180.00
0500	LEGAL	114,384.16
0520	MAYOR	25,371.20
0550	NEIGHBORHOOD SERVICES	8,579.20
05601	MUNICIPAL COURT	87,470.25
05602	PARKING VIOLATIONS	0.00
0570	OFFICE OF HEARING EXAMINER	6,140.80
0580	OFFICE OF YOUTH	0.00
0620	HUMAN RESOURCES	26,432.00
0650	PLANNING SERVICES	38,567.32
0680	POLICE	1,470,543.67
0690	PROBATION SERVICES	28,115.21
0700	PUBLIC DEFENDERS	73,772.82
0750	ECONOMIC DEVELOPMENT	9,721.60
0770	REAL ESTATE & FACILITIES	0.00
0780	BUSINESS & DEVELOPMENT SERVICES	0.00
0860	TREASURER	0.00
0890	WEIGHTS & MEASURES	0.00

FUND	FUND NAME	TOTAL
	TOTAL GENERAL FUND	2,189,855.08
1100	STREET	227,265.17
1200	CODE ENFORCEMENT	34,063.21
1300	LIBRARY	172,340.57
1390	URBAN FORESTRY FUND	0.00
1400	PARKS AND RECREATION	248,811.14
1460	PARKING METER	26,918.89
1510	LAW ENFORCEMENT INFO SYSTEM FUND	22,305.75
1530	LAW ENFORCEMENT BLOCK GRANT FUND	0.00
1540	HUMAN SERVICES GRANTS	0.00
1620	PUBLIC SAFETY & JUDICIAL GRANT	20,876.74
1630	COMBINED COMMUNICATIONS CENTER	59,174.59
1650	COMMUNITY & ECONOMIC DEVELOPMENT	0.00
1680	CD/HS	30,465.60
1820	WIA DISLOCATED WORKERS FUND	0.00
1830	WIA GOVERNORS GRANT FUND	0.00
1840	WIA ADMINISTRATIVE COST POOL	0.00
1970	EMS FUND	1,191,615.43
4100	WATER	367,202.12
4250	INTEGRATED CAPITAL FUND	36,955.41
4300	SEWER	445,490.58
4480	REFUSE	238,045.83
4490	SOLID WASTE	209,211.30
4600	GOLF	35,784.75
4700	GENERAL SERVICES FUND	119,563.00
5100	FLEET SERVICE	81,997.96
5200	PUBLIC WORKS & UTILITY FUND	51,254.24
5300	MIS	141,338.54
5400	REPROGRAPHICS	7,712.80
5600	ACCOUNTING SERVICES	97,920.19
5800	RISK MANAGEMENT	0.00
5810	WORKER'S COMPENSATION	12,904.00
5830	SELF-FUNDED MEDICAL/DENTAL	7,938.40
5900	ASSET MANAGEMENT	27,154.26
6060	CITY RETIREMENT	9,736.80
6750	REGIONAL PLAN	31,457.58
6780	EMS PROGRAM DIRECTOR	0.00
	TOTAL	6,145,359.93

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

04/11/2016

Date Rec'd

3/30/2016

Clerk's File #

CPR 1981-0295

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

BRANDY COTE 625-6774

Project #**Contact E-Mail**

BCOTE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Boards and Commissions

Requisition #**Agenda Item Name**

0520 APPOINTMENT OF CHRIS BATTEN TO THE PLAN COMMISSION

Agenda Wording

Appointment of Chris Batten to a four year term on the Plan Commission, expiring on 12/31/2019.

Summary (Background)

Appointment of Chris Batten to a four year term on the Plan Commission, expiring on 12/31/2019.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session**Division Director****Other****Finance****Distribution List****Legal**

bcote@spokanecity.org

For the Mayor

SANDERS, THERESA

lkey@spokanecity.org

Additional Approvals**Purchasing**

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

04/11/2016

Date Rec'd

3/30/2016

Clerk's File #

CPR 1981-0295

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

BRANDY COTE 625-6774

Project #**Contact E-Mail**

BCOTE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Boards and Commissions

Requisition #**Agenda Item Name**

0520 APPOINTMENT OF CHRISTY JEFFERS TO THE PLAN COMMISSION

Agenda Wording

Appointment of Christy Jeffers to the Plan Commission, to fill a vacated term expiring on 12/31/17.

Summary (Background)

Appointment of Christy Jeffers to the Plan Commission, to fill a vacated term expiring on 12/31/17.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session**Division Director****Other****Finance****Distribution List****Legal**

bcote@spokanecity.org

For the Mayor

SANDERS, THERESA

lkey@spokanecity.org

Additional Approvals**Purchasing**

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

04/11/2016

Date Rec'd

3/30/2016

Clerk's File #

CPR 1981-0295

Renews #**Submitting Dept**

MAYOR

Contact Name/Phone

BRANDY COTE 625-6774

Contact E-Mail

BCOTE@SPOKANECITY.ORG

Agenda Item Type

Boards and Commissions

Agenda Item Name

0520 APPOINTMENT OF MICHAEL BAKER TO THE PLAN COMMISSION

Cross Ref #**Project #****Bid #****Requisition #****Agenda Wording**

Appointment of Michael Baker to the Plan Commission, filling a vacated seat to expire on 12/31/16.

Summary (Background)

Appointment of Michael Baker to the Plan Commission, filling a vacated seat to expire on 12/31/16.

Fiscal Impact

Select \$

Select \$

Select \$

Select \$

Budget Account

#

#

#

#

Approvals**Dept Head**

COTE, BRANDY

Division Director**Finance****Legal****For the Mayor**

SANDERS, THERESA

Council Notifications**Study Session****Other****Distribution List**

bcote@spokanecity.org

lkey@spokanecity.org

Additional Approvals**Purchasing**

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

04/11/2016

Date Rec'd

3/30/2016

Clerk's File #

CPR 1981-0295

Renews #**Submitting Dept**

MAYOR

Cross Ref #**Contact Name/Phone**

BRANDY COTE 625-6774

Project #**Contact E-Mail**

BCOTE@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Boards and Commissions

Requisition #**Agenda Item Name**

0520 APPOINTMENT OF TODD BEYREUTHER TO THE PLAN COMMISSION

Agenda Wording

Appointment of Todd Beyreuther to a four year term on the Plan Commission, to expire on 12/31/2019.

Summary (Background)

Appointment of Todd Beyreuther to a four year term on the Plan Commission, to expire on 12/31/2019.

Fiscal Impact**Budget Account**

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

Study Session**Division Director****Other****Finance****Distribution List****Legal**

bcote@spokanecity.org

For the Mayor

SANDERS, THERESA

lkey@spokanecity.org

Additional Approvals**Purchasing**



Agenda Sheet for City Council Meeting of:
04/11/2016

Date Rec'd	2/10/2016
Clerk's File #	RES 2016-0035
Renews #	
Cross Ref #	
Project #	
Bid #	
Requisition #	

Submitting Dept	CITY COUNCIL
Contact Name/Phone	BEN STUCKART 6256269
Contact E-Mail	AMCDANIEL@SPOKANECITY.ORG
Agenda Item Type	Resolutions
Agenda Item Name	0320 COUNCIL SUPPORT FOR EMS LEVY

Agenda Wording

A resolution of the City of Spokane supporting Ballot Proposition No. 1, entitled "City of Spokane EMS - Emergency Medical Services Levy,"

Summary (Background)

This resolution supports Ballot Proposition No. 1, entitled "City of Spokane EMS - Emergency Medical Services Levy," submitted by the City of Spokane for the April 26, 2016 Special Election regarding a ballot proposition imposing additional regular property tax levies to be used exclusively for EMS - Emergency Medical Services for the years 2017 through 2022 in the sum of 50¢ per \$1,000 of 2016 assessed value.

<u>Fiscal Impact</u>		<u>Budget Account</u>	
Select	\$		#
Select	\$		#
Select	\$		#
Select	\$		#
<u>Approvals</u>		<u>Council Notifications</u>	
<u>Dept Head</u>	MCDANIEL, ADAM	<u>Study Session</u>	
<u>Division Director</u>		<u>Other</u>	
<u>Finance</u>	KECK, KATHLEEN	<u>Distribution List</u>	
<u>Legal</u>	PICCOLO, MIKE		
<u>For the Mayor</u>	SANDERS, THERESA		
<u>Additional Approvals</u>			
<u>Purchasing</u>			

RESOLUTION NO. 2016-0035

A resolution of the City of Spokane supporting Ballot Proposition No. 1, entitled “City of Spokane EMS – Emergency Medical Services Levy,” submitted by the City of Spokane for the April 26, 2016 Special Election regarding a ballot proposition imposing additional regular property tax levies to be used exclusively for EMS – Emergency Medical Services for the years 2017 through 2022 in the sum of 50 cents per \$1,000 of 2016 assessed value as set forth in Ordinance No. C35366.

WHEREAS, the current City of Spokane Emergency Medical Services (EMS) levy will expire at the end of December 2016; and

WHEREAS, Emergency Medical Services are a vital public service; and

WHEREAS, access to quality first response emergency medical care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, Spokane Fire Department’s EMS providers have traditionally served as the safety net of Spokane’s health care system; and

WHEREAS, the City and Spokane Fire Department could not provide first response emergency medical care to those in need without the funding support of the EMS Levy; and

WHEREAS, the EMS levy has contributed significantly to the provision of EMS which greatly promotes the health and safety of the citizens of the community.

WHEREAS, on February 22, 2016, the City of Spokane passed Resolution No. 2016–0021 requesting the Spokane County Auditor to hold a special election providing for the submission of Proposition No. 1 to the electors of the City of Spokane on the April 26, 2016 special election authorizing the City to impose additional regular property tax levies to be used exclusively for EMS – Emergency Medical Services for the years 2017 through 2022 in the sum of 50 cents per \$1,000 of 2016 assessed value pursuant to Ordinance No. C35366;

WHEREAS, on March 2, 2016, the Spokane County Elections Department provided notice of the ballot title language for the City of Spokane Proposition No. 1 for the April 26, 2016 Special Election, a copy of which is attached to this resolution;

WHEREAS, Proposition No. 1, as approved by the City Council pursuant to Resolution No. 2016 - 0021 and as submitted to the Spokane County Elections Department, shall appear on the April 26, 2016 Special Election as the following ballot proposition:

PROPOSITION NO. 1

CITY OF SPOKANE

EMS – EMERGENCY MEDICAL SERVICES LEVY

The City of Spokane approved Resolution No. 2016 - 0021, authorizing a ballot proposition imposing additional regular property tax levies to be used exclusively for EMS - Emergency Medical Services for the years 2017 through 2022 in the sum of 50 cents per \$1,000 of 2016 assessed value as set forth in Ordinance No. C35366.

Shall the City of Spokane be authorized to impose regular property tax levies in the sum of 50 cents per \$1,000 of 2016 assessed valuation for the continued provision of EMS - Emergency Medical Services for each year for six consecutive years to be collected in 2017 through 2022 inclusive?

☐ YES
☐ NO

NOW, THEREFORE, be it resolved by the City Council of the City of Spokane that the City Council supports the passage of the City of Spokane Proposition No. 1 on the April 26, 2016 Special Election regarding a ballot proposition imposing additional regular property tax levies to be used exclusively for EMS – Emergency Medical Services for the years 2017 through 2022 in the sum of 50 cents per \$1,000 of 2016 assessed value.

PASSED by the City Council this _____ day of April, 2016.

City Clerk

Approved as to form:

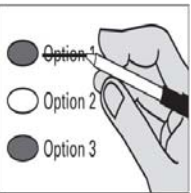
Assistant City Attorney

Instructions
Marking Your Ballot



Completely fill in the oval to the left of your choice.
Use a dark pen.
Unless specifically allowed by law, more than one vote for a contest will be an overvote and no votes for that ballot contest will be counted.

Correcting Your Ballot



If you make a correction, draw a line through the entire response.
You then have the option of making another choice if you wish.

In order for your ballot to be counted, it must either be postmarked or deposited at a designated deposit site no later than 8:00 p.m. on Election Day (April 26, 2016). A list of Ballot Drop Box locations may be found at www.spokanecounty.org.

City of Spokane

Proposition No. 1
City of Spokane
EMS - Emergency Medical Service Levy

The City of Spokane approved Resolution No. 2016-0021, authorizing a ballot proposition imposing additional regular property tax levies to be used exclusively for EMS - Emergency Medical Services for the years 2017 through 2022 in the sum of 50 cents per \$1,000 of 2016 assessed values as set forth in Ordinance No. C35366.

Shall the City of Spokane be authorized to impose regular property tax levies in the sum of 50 cents per \$1,000 of 2016 assessed valuation for the continued provision of EMS - Emergency Medical Services for each year for six consecutive years to be collected in 2017 through 2022 inclusive?

☐ Yes

☐ No

Voter Service Centers will be open on Election Day only from 7:00 a.m. to 8:00 p.m.

Voters may drop off ballots; get replacement ballots; use an Accessible Voting Unit, or receive other assistance as needed on Election Day.

Downtown Spokane - Elections Office - 1033 W Gardner Ave
Downtown Spokane - STA Plaza - 701 W Riverside Ave
North Spokane - North Spokane Library - 44 E Hawthorne Rd
South Hill - St. Mark's Church - 316 E 24th Ave

Ballot Drop Box Locations are available 18 days prior to Election Day

Airway Heights Library - 1213 S Lundstrom St; Argonne Library - 4322 N Argonne Rd;
Downtown Spokane Library - 906 W Main Ave; East Side Library - 524 S Stone St;
Elections Office - 1033 W Gardner Ave; Hillyard Library - 4005 N Cook St;
Indian Trail Library - 4909 W Barnes Rd; Moran Prairie Library - 6004 S Regal St;
North Spokane Library - 44 E Hawthorne Rd; Shadle Library - 2111 W Wellesley Ave
South Hill Library - 3324 S Perry St; STA Plaza - 701 W Riverside Ave

In order for your ballot to be counted, it must be either postmarked or deposited at a designated deposit site no later than 8:00 p.m. on Election Day (April 26, 2016). If depositing your ballot in a US Postal Service box, you must include first class postage (\$0.49).

For a list of the people and organization that donated to state and local candidates and ballot measure campaigns, visit www.pdc.wa.gov

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

04/11/2016

Date Rec'd

3/16/2016

Clerk's File #

ORD C35378

Renews #**Submitting Dept**

CITY COUNCIL

Contact Name/Phone

AMBER 6275

Contact E-Mail

AWALDREF@SPOKANECITY.ORG

Agenda Item Type

Final Reading Ordinance

Agenda Item Name

AN ORDINANCE RELATING TO THE SPOKANE TRANSPORTATION BENEFIT

Agenda Wording

An ordinance relating to the Spokane Transportation Benefit District; amending sections 08.16.010, 08.16.060, and 08.16.070 of the Spokane Municipal Code.

Summary (Background)

Public transit service is crucial to the City's future economic success. In 2011, the City formed a transportation benefit district (TBD) to provide a stable and sustainable revenue source for the improvement and maintenance of streets and sidewalks. This ordinance would modify the TBD to allow for transit improvements within the City of Spokane to be funded through additional and alternative revenue sources in the future, while continuing to fund current street maintenance improvements.

Fiscal Impact

Neutral \$

Select \$

Select \$

Select \$

Budget Account

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Approvals**Dept Head**

STUCKART, BEN

Division Director**Finance**

KECK, KATHLEEN

Legal

DALTON, PAT

For the Mayor

SANDERS, THERESA

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

PED 3/21/2016

Distribution List

tdunivant@spokanecity.org

Additional Approvals**Purchasing**

ORDINANCE NO. C35378

An ordinance relating to the Spokane Transportation Benefit District; amending sections 08.16.010, 08.16.060, and 08.16.070 of the Spokane Municipal Code.

WHEREAS, public transit service is vitally important to our transportation system and the future economic success of the City of Spokane; and

WHEREAS, the City of Spokane formed a transportation benefit district (TBD) to provide a stable and sustainable revenue source for the improvement and maintenance of streets and sidewalks; and

WHEREAS, the City of Spokane intends to continue existing funding levels for street maintenance and pedestrian projects beyond 2017; and

WHEREAS, a TBD can also, under state law, generate revenues to fund an array of transportation improvements, including the provision, maintenance, and extension of public transit service within the district; and

WHEREAS, the City of Spokane desires to explore the possibility of additional and alternative revenue sources to help enhance public transit service within the City of Spokane and

WHEREAS, the City Council determines that the amendments to Chapter 8.16 as set forth in this ordinance are in the public interest.

NOW THEREFORE, the City of Spokane does ordain:

Section 1. That section 08.16.010 of the Spokane Municipal Code is amended as follows:

Section 08.16.010 Purpose

The purpose of this chapter is to establish a transportation benefit district pursuant to and consistent with RCW 35.21.225 and chapter 36.73 RCW, as the city council finds it is in the public interest to provide adequate levels of funding for the purposes of implementing and funding the transportation programs and improvements set forth in this chapter including ongoing transportation improvements of the City as set forth in the six-year pavement maintenance program of the City's 2012-2017 six-year comprehensive street program ~~((and to include))~~ including the allocation of a minimum of ten percent of revenue generated pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's 2012-2017 six-year comprehensive street program, and public transit improvements located within the Spokane City limits.

Section 2. That section 08.16.060 of the Spokane Municipal Code is amended to read as follows:

Section 08.16.060 Transportation Improvements Funded

- A. The funds generated by the TBD may be used for any purpose allowed by law including to operate the TBD and to make ~~((annual))~~ transportation improvements that are consistent with existing state, regional, ~~((or))~~ and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels pursuant to chapter 36.73 RCW. The ~~((funds))~~ transportation improvements funded by the TBD shall be made in an effort to preserve and maintain transportation infrastructure, improve public safety, implement ~~((used specifically for annual improvements for the operation, preservation, and maintenance of the City's existing transportation improvements, facilities, functions, activities, and programs set forth in))~~ the six-year pavement maintenance program element of the City's 2012-2017 six-year comprehensive street program, ~~((a copy of which is attached and to include the allocation of))~~ with at least ten percent of revenue generated by the TBD to be used, pursuant to chapter 8.16 SMC to implement the pedestrian program of the City's 2012-2017 six-year comprehensive street program, and to invest in public transit improvements. Additional transportation improvement projects of the district may be funded only after compliance with the provisions of RCW 36.73.050(b).
- B. The transportation improvements funded by the TBD shall be made in an effort to reduce risk of transportation facility failure and improve safety, decrease travel time, increase daily and peak period trip capacity, enhance public transit service, improve modal connectivity, and preserve and maintain optimal performance of the infrastructure over time to avoid expensive infrastructure replacement in the future.
- C. The transportation improvements funded by the district shall be made on an annual basis not to exceed the six-year time period of the 2012-2017 six-year comprehensive street program. Transportation improvement projects shall be completed on an annual basis as funding is made available. The district shall not be obligated to continue the operation and existence of the district for the full six years if the governing board elects to dissolve the district pursuant to chapter 36.73 RCW.
- D. The TBD projects may be amended in accordance with the material change policy described in SMC 8.16.040 and in accordance with the notice, hearing and other procedures described in chapter 36.73 RCW, including RCW 36.73.050(2)(b), as the same may be amended from time to time.

Section 3. That section 08.16.070 of the Spokane Municipal Code is amended to read as follows:

Section 08.16.070 Dissolution of District

A. The TBD shall be dissolved when all ~~((transportation improvements associated with the operation, preservation, and maintenance of the City's existing transportation improvements, facilities, functions, activities, and programs set forth in the six-year pavement maintenance program and the pedestrian program of the City's 2012-2017 six-year comprehensive street program have been completed; all))~~ indebtedness of the district created to accomplish the improvements has been retired and when all of the TBD's anticipated responsibilities have been satisfied.

~~((B. The TBD shall be dissolved at the end of 2015 if the City has not adopted a Pedestrian Master Plan. The action dissolving the TBD shall include the TBD Governing Board instructing the Washington State Department of Licensing to discontinue collecting the annual twenty dollar per vehicle fee effective January 1, 2016. All remaining funds received during 2015 shall be expended on projects previously approved by the TBD Governing Board and the City Council.))~~

B. In addition to the automatic dissolution of the district as set forth above in subsection A, the governing board reserves the right, as set forth in chapter 36.73 RCW, to cause the dissolution of the district for any legal reason, including if a regional transportation district with a funding mechanism is formed pursuant to an interlocal agreement as permitted in RCW 36.73.020.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

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

03/28/2016

Date Rec'd

3/15/2016

Clerk's File #

ORD C35377

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

BORIS BORISOV 625-6156

Contact E-Mail

BBORISOV@SPOKANECITY.ORG

Agenda Item Type

First Reading Ordinance

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

0650 - ORDINANCE FOR EAST SPRAGUE PARKING & BUSINESS IMPROVEMENT

Agenda Wording

An ordinance establishing and codifying an East Sprague Parking and Business Improvement Areas; and adopting a new chapter 4.31C to Title 4 of the Spokane Municipal Code. (Under RCW 35.87A.030, the City Council is authorized to initiate the

Summary (Background)

RCW 35.87A.010 authorizes the creation of parking and business improvement districts for economic development and neighborhood revitalization, and to facilitate the cooperation of merchants and businesses, to assist trade, economic viability, and livability. Through the Targeted Investment Pilot Program, the East Spokane Business Association (ESBA) identified the establishment of a PBIAs as a priority and requested City Council assistance. The City Council provided funding to hire a

Fiscal Impact

Neutral \$

Select \$

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Budget Account

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Approvals**Dept Head**

KEY, LISA

Division Director

KEY, LISA

Finance

KECK, KATHLEEN

Legal

WHALEY, HUNT

For the Mayor

SANDERS, THERESA

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

PED 3/21/16

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Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

establishment of a Parking and Business Improvement Area (PBIA). The East Spokane Business Association and neighborhood stakeholders have expressed interest in the establishment of a PBIA as a means to aid in economic development and neighborhood revitalization in the East Spokane area. The City Council passed a Resolution of Intention and Resolution of Initiation for the establishment of the East Sprague PBIA on March 28, 2016. Notice of this public hearing was provided to all ratepayers and published in the Spokesman Review.)

Summary (Background)

consultant to work with ESBA to develop a PBIA proposal which includes: a description of the boundaries of the proposed area, the proposed uses and projects to which the proposed special assessment revenues shall be put, and the total estimated costs and the estimated rate of levy of special assessments. The City Council passed a Resolution of Intention and Resolution of Initiation for the establishment of the East Sprague PBIA on March 28, 2016. Notice of this public hearing was provided to all ratepayers and published in the Spokesman Review.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

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Ordinance No. C35377

An ordinance establishing and codifying an East Sprague Parking and Business Improvement Areas; and adopting a new chapter 4.31C to Title 4 of the Spokane Municipal Code.

WHEREAS, the City of Spokane (the "City") is a first-class charter city duly incorporated and validly existing under the laws and Constitution of the State of Washington; and

WHEREAS, Chapter 35.87A RCW authorizes the City to establish parking and business improvement areas to provide special benefits to business and property owners within a defined geographic areas through the imposition of special assessments; and

WHEREAS, on March 28, 2016, the City Council adopted Resolution No.2016-0033 initiating the establishment of the East Sprague Parking and Business Improvement Area pursuant to RCW 35.87A.030 and setting forth the boundaries of the district, the proposed uses and programs and the estimated rate of the special levy assessments; and

WHEREAS, on March 28, 2016, the City Council adopted Resolution No. 2016-0034 pursuant to RCW 35.87A.040 providing that it intends to establish an East Sprague Parking and Business Improvement Area; and

WHEREAS, the East Spokane Business Association and other interested stakeholders in the East Spokane area have expressed interest in the establishment of a parking and business improvement area as a means to aid in economic development and neighborhood revitalization in the East Spokane area; and

WHEREAS, the City of Spokane is a property owner within the boundaries of the East Sprague Parking and Business Improvement Area and will be subject to the assessment on the same basis as other property owners; and

WHEREAS, the City Council has considered the interest of the East Sprague Business Association, the neighborhood and public comments received during the public hearing held pursuant to RCW 35.87A.040 and believes it is in the best interest of the City to proceed with the establishment of the East Sprague Parking and Business Area pursuant to the adoption of this ordinance; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That there is adopted a new chapter 4.31C to Title 4 of the Spokane Municipal Code to read as follows:

Chapter 4.31C

East Sprague Parking and Business Improvement Area

Sections:

4.31C.010	Establishment
4.31C.020	BID Boundaries
4.31C.030	BID Programs
4.31C.040	Levy of Special Assessments
4.31C.050	Collection of BID Assessments
4.31C.060	BID Fund
4.31C.070	Administration
4.31C.080	Ratepayer Advisory Board
4.31C.090	Contract for Program Management
4.31C.100	Annual Budget
4.31C.110	Notice
4.31C.120	Disputes
4.31C.130	Severability
4.31C.130	Renewal - Termination

4.31C.010 Establishment

The City of Spokane, pursuant to chapter 35.87A RCW, hereby establishes the East Sprague Parking and Business Improvement Area (PBIA) pursuant to Resolution No. 2016-0033 titled “A resolution to initiate an East Sprague Parking and Business Improvement Area” adopted by the City Council on March 28, 2016, and Resolution No. 2016-0034 titled “A resolution of intention to establish an East Sprague Parking and Business Improvement Area” adopted by the City Council on March 28, 2016. A public hearing regarding the formation of the East Sprague PBIA was held on April 18, 2016 beginning at six p.m. in the City Council Chambers in City Hall at Spokane, Washington. The East Sprague PBIA created herein shall be designated the “East Sprague Business Improvement District” (the “East Sprague BID”).

4.31C.020 BID Boundaries

The East Sprague Parking and Business Improvement Area shall be within the following boundaries geographically shown on the map attached as Appendix A (East Sprague Parking and Business Improvement Area Boundaries), which is incorporated herein by reference:

- From the intersection of South Smith Street and East 1st Avenue, proceed west along East 1st Avenue to South Perry Street.
- From the intersection of South Perry Street and East 1st Avenue, proceed south along South Perry Street a half block to 1st – Pacific Alley.

- From 1st Avenue – Pacific Alley and South Perry Street, proceed west until Hamilton Street / I-90.
- From Hamilton Street / I-90, proceed north until the railroad.
- From the intersection of North Erie Street and the railroad, proceed northeast along the railroad right-of-way until the northeast corner of parcel 35174.0546; then, proceeding south along the boundary of parcel 35174.0546.
- From the intersection of parcel 35174.0546 and 35174.0552, proceed east along the northern boundary of parcel 35174.0552 to N Perry Street.
- From North Perry Street, proceed north along North Perry Street to East Riverside Avenue.
- From the intersection of East Riverside Avenue and North Perry Street proceed east along East Riverside Avenue to North Helena Street.
- From the intersection of North Helena Street and East Riverside Street proceed north along North Helena until the railroad.
- From the intersection North Helena Street and the railroad, proceed northeast along the railroad right of way until North Madelia Street.
- From the intersection of North Madelia Street and East Main Avenue, proceed east along East Main Avenue until North Crestline Street.
- From the intersection of North Crestline Street and East Main Avenue, proceed south along North Crestline Street to East Riverside Avenue.
- From the intersection of East Riverside Avenue and North Crestline Street, proceed east along East Riverside Ave to South Smith Street.
- From the intersection of South Smith Street and East Riverside Avenue, proceed south along South Smith Street to East 1st Ave.

When a street or alley is named, the area boundary is the centerline of the right-of-way including vacant portions unless otherwise specified in the description.

In the case of a conflict between the description of the area and the map, the description shall control.

The above description will hereafter be referred to as the “business improvement district” or “BID.” Businesses, as described in RCW 35.87A.020, real properties (including improvement thereon), multifamily residential, mixed-use projects, shall be subject to special assessments as authorized by RCW 35.87A.010.

4.31C.030 BID Uses and Programs

The special assessment revenues collected on account of the PBIA shall be used for the following component uses and programs:

- A. Clean and Green efforts including district cleanliness, graffiti removal, trash collection, and landscaping.
- B. Neighborhood Beautification, including signage, street tree maintenance, decorative lighting, and streetscape amenities.
- C. District Branding and Marketing, including promotion, advertising, website maintenance, and event assistance.
- D. Safety and Security, including advocacy for increased patrol, crime prevention through design, exploration of security measures and services.
- E. Administration to manage contracting, volunteer coordination and reporting.
- F. Contingency Reserve for unanticipated events or district maintenance needs.

The listing of services is illustrative and not exclusive. All such activities are supplemental to services provided by the City and are not intended to displace any services regularly provided by the City. The estimated initial annual cost of these services is \$58,592.00. Exact services shall be determined by the contract for program management pursuant to SMC 4.31C.090.

4.31C.040 Levy of Special Assessments

To finance the programs set forth in SMC 4.31C.030, there shall be levied and collected an annual special assessment upon the “businesses” and “multifamily residential or mixed-use” projects, as defined in RCW 35.87A.020(3) (including real property improvements thereon) as set forth on the special assessment formula for the PBIA which shall be adopted annually by ordinance and incorporated by this reference as if fully set forth herein.

- A. Special assessments shall be levied based on the classification of the businesses, multifamily residential and mixed-use projects (multi-family residential and commercial within the East Sprague Parking and Business Improvement Area detailed below, using the Spokane County Assessor’s property information (including but not limited to assessed value, taxable value, lot size, and present use) upon Ratepayers within this area.
Properties classified by the Spokane County Tax Assessor’s Office as residential properties with three units or less shall not be assessed. Properties that are located in “Residential Single Family” zoning or “Residential Two Family” zoning and that are also classified by the Spokane County Tax Assessor’s Office as “Residential Undivided” shall not be assessed.
- B. Ratepayers will be assessed by the City of Spokane annually, beginning with the base year of the authorization (2016). Beginning in July 2016 for the initial year, the assessment will be as follows:
 - 1. For properties in Zone 1, the assessment will be 2.5¢ per Lot Square Foot (LSF) plus 60¢ per \$1,000 Total Assessed Value (TAV) based on the

2015 Spokane County records, with a minimum of \$200 per property parcel and a maximum of \$1,000 per property parcel.

2. For properties within Zone 2, the assessment will be 1.3¢ per LSF plus 30¢ per \$1,000 of TAV based on the 2015 Spokane County records, with a minimum of \$100 per property parcel and a maximum of \$500 per property parcel.
3. For properties within Zone 3, the assessment will be 0.6¢ per LSF plus 15¢ per \$1,000 TAV based on the 2015 Spokane County records, with a minimum of \$50 per property parcel and a maximum of \$250 per property parcel.

C. After the first assessment year, the assessments will be applied for the full calendar year beginning in January and the assessment amount shall be adjusted subject to the following conditions:

1. Assessments in the second and third assessment years, as adjusted pursuant to this subsection, shall be based upon the first assessment year.
 - i. For the second assessment year (2017), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2015 and June 2016.
 - ii. For the third assessment year (2018), the assessments will equal the first year assessments multiplied by a CPI Factor that is the lesser of 6% or the percentage change in CPI-U-Spokane between June 2015 and June 2017.
2. Assessments in the subsequent years will be recalculated using current records of LSF and TAV as maintained by the Spokane County Assessor's 2018 property information and the rates described in SMC 4.31C.040 B.
 - i. For the fourth assessment year, to account for inflation and maintain the equivalent buying power, the assessment rate on LSF will be increased by an Inflationary Factor, which is equal to the percentage change in CPI-U-Spokane since the first assessment year. The TAV rate will remain the same.
 - ii. For the fifth assessment year (2020), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the lesser of 3% or the percentage change in CPI-U-Spokane between June 2018 and June 2019.
 - iii. For the sixth assessment year (2021), the assessments will equal the fourth year assessments multiplied by a CPI Factor that is the

lesser of 6% or the percentage change in CPI-U-Spokane between June 2018 and June 2020.

3. For subsequent years, the assessment will continue on this three-year cycle with updates to the value and LSF rate every three years after the first assessment year.
- D. Annual Improvement Area assessments will be determined by the CPI Factor as set forth in SMC 4.31C.040 B., except in the case of new construction, as follows:
1. Once a year, current Spokane County Assessor's property data will be compared to Spokane County Assessor's property data from the previous year.
 2. If there is an increase in Net Building Square Footage for a parcel, then the East Sprague Business Improvement Area assessment will be calculated using the new Spokane County Assessor's values. No Inflationary Factor shall be assessed on the parcel in the year the change was made. In each subsequent assessment year, the Inflationary Factor shall be limited to the lesser of:
 - i. 3% per year from the year of the change; or
 - ii. The CPI-U-Spokane from January of the year prior to the change to January of the year prior to the assessment year.
- New assessments will be invoiced during the next billing cycle.
3. If there is no increase in Net Building Square Footage for a parcel, then assessments in the East Sprague Parking and Business Improvement Area will be calculated as described in SMC 4.31C.040 B and C above. New assessments will be invoiced during the next billing cycle.

4.31C.050 Collection of PBIA Assessments

- A. Except as set forth below in this section, special assessments for the PBIA shall be collected on an annual basis, with payments due on January 20th or the first business day thereafter.
1. A ratepayer may elect to make payment in equal semi-annual installments, the first due on January 20th and the next due on July 20th or the first business day thereafter. For semi-annual payments there shall be added to the assessment ten dollars on each payment to provide for administrative expenses.
 2. Payment date of the special assessment in the initial year of the formation of the PBIA may be delayed to a specific date as set forth in the ordinance confirming the assessment roll.
- B. A new business or multifamily residential or mixed-used project that locates within the PBIA after a billing cycle commences shall be exempt from PBIA assessment for the remainder of that billing cycle, but may make voluntary

payments to the City in lieu of any special assessment that otherwise would have been due.

1. A billing cycle is a twelve-month period beginning each December 20th.
 2. Businesses, multifamily residential and mixed-used projects will not be entitled to PBIA programs, as identified in SMC 4.31C.030, unless they have been assessed pursuant to SMC 4.31C.040 or have made a payment in lieu of assessment pursuant to this section.
- C. Within fifteen days after the January and July due dates for PBIA assessments, the city treasurer shall send a reminder notice to all ratepayers with unpaid assessments.
1. Thirty days after the due date, a delinquency charge shall be added in the amount of ten percent of the assessment, not to exceed one hundred dollars.
 - a. All assessments shall also bear interest at the rate of one percent of the amount of the unpaid assessment for each month, or part thereof, of delinquency.
 - b. The city attorney is authorized to bring an action to collect any unpaid assessments in the Spokane County courts as a civil action, or in the discretion of the Mayor, refer collection to a collection agency.

4.31C.060 BID Fund

- A. There is hereby established by the City the “East Sprague Parking and Business Improvement Area fund” (hereinafter “East Sprague PBIA fund”), which shall be held separate and apart from all other City funds and accounts. The following moneys shall be deposited or credited to the East Sprague PBIA fund:
1. All revenues from special assessments levied under this chapter.
 2. Gifts and donations for the East Sprague PBIA fund.
 3. Moneys for expenditures made from the East Sprague PBIA fund and reimbursements due to the East Sprague PBIA fund.
 4. Interest and all other income from the investment of East Sprague PBIA fund deposits according to established procedures and policies; and
- B. Expenditures from the East Sprague PBIA fund shall be made upon vouchers drawn by the Mayor, through the city administrator or his designee, and shall be used exclusively for purposes that are consistent with this chapter and chapter 35.87A RCW.

4.31C.070 Administration

The Mayor, through the city administrator, through his or her designee, shall administer the East Sprague PBIA for the City with authority to:

- A. direct the collection of special assessments;
- B. direct any refund of special assessments when overpaid or paid for the same area by more than one ratepayer;
- C. extend the deadline for payment and/or waive delinquency charges and interest whenever the delinquency is a result of a failure by the City to provide a statement of the amount due or nonpayment results from extenuating circumstances beyond the ratepayer's control, such as a casualty loss causing premature closure of the business or bankruptcy;
- D. determine and apply the interest rate for late payments contemplated by SMC 4.31C.050;
- E. execute a contract for the management of BID programs with a business association as described in RCW 35.87A.110 (the "program manager");
- F. after consultation and with the advice of the ratepayer advisory board through the program manager, take such other actions as necessary and appropriate to carry out the program with special assessments; and
- G. upon City Council approval, adopt, publish and enforce rules consistent with this chapter, for carrying out its provisions.

4.31C.080 Ratepayer Advisory Board

- A. Pursuant to RCW 35.87A.110, there is hereby created an East Sprague PBIA advisory board with a minimum of five members or a maximum of seven members, to be known as the "Ratepayer Advisory Board." The ratepayer advisory board shall consist of persons in good standing owning property assessed by the BID or an owner's designated representative or managers of real property. "Persons in good standing" are those ratepayers who are not more than sixty days delinquent on any PBIA assessment unless the ratepayer has appealed the PBIA assessment and is in the appeal process, in which case the ratepayer retains his or her "in good standing" status through completion of the appeal process.
- B. Board positions are designated by geography, business, and property type to ensure that the PBIA's interests are well represented and served. To the extent individuals are willing to serve, Ratepayer Advisory Board positions consist of at least one individual representing properties in each of the areas, one through three, and should include property owners or owner's designated representative

or managers of real property and representatives of commercial businesses, nonprofit organizations, residential or mixed-use property, and one current officer of the East Spokane Business Association.

One representative of the program manager shall be a nonvoting, ex officio member of the ratepayer advisory board. The program manager shall provide administrative staff to the ratepayer advisory board.

- C. The initial membership of the ratepayer advisory board shall be nominated by the Mayor and appointed by the City Council; three of which shall serve a two year term and two of which shall serve a one year term. Subsequent appointments shall be made consistent with this subsection.

Each member of the ratepayer advisory board will be elected by property owners, an owner's designated representative, or managers of real property within the PBIA for a term of two years from the date of election (unless such member is appointed by the ratepayer advisory board to fulfill the remaining unexpired term of a prior member).

1. A subcommittee of ratepayer advisory board members will receive nomination applications and will select a slate of candidates for open ratepayer advisory board positions to be presented at the annual meeting.
 2. New ratepayer advisory board members will be elected by a majority vote of ratepayers in good standing who attend the annual meeting. Ratepayers can vote by proxy if they are unable to attend the annual meeting.
- D. The ratepayer advisory board shall:
1. establish and maintain a database which includes a list and classification of all ratepayers;
 2. represent the interests of ratepayers by developing projects, programs, and budgets; proposing assessments; monitoring service delivery; and planning for the future of the BID; and
 3. provide recommendations to the Mayor regarding ratepayer disputes which include adjustment of assessment rates, methods, classification, special benefits, and all matters reasonably related thereto. The ratepayer advisory board shall make recommendations to the program manager on matters relating to the BID budget, expenditures, and programs for the purpose of monitoring the contract to administer the BID. For the purpose of considering ratepayer disputes, the ratepayer advisory board may act through a committee comprised of ratepayer advisory board members.
 4. adopt bylaws, which shall be approved by the City Council, including all subsequent revisions and amendments.

4.31C.090 Contract for Program Management

Pursuant to RCW 35.87A.110, the City shall solicit for and enter into an agreement with an appropriate business association for the purpose of administering and operating the annual PBIA programs through a contract with the City of Spokane as "program manager. The program manager will not be terminated unless:

- A. a suitable successor organization is recommended by a majority of the votes of the ratepayers at their annual meeting weighted by the dollar amount of their BID assessments;
- B. a petition is presented to the City Council signed by ratepayers paying a majority of the BID assessments requests termination and after a public hearing the City Council votes to terminate the contract consistent with the terms of the contract;
- C. the City Council fails to impose special assessments;
- D. pursuant to the program manager contract; or
- E. the BID is disestablished in accordance with RCW 35.87A.180.

4.31C.100 Annual Budget

The ratepayer advisory board shall submit to the City Council through the program manager on or before December 1st of each year a report consisting of:

- A. a statement of the proposed projects, programs and activities to be funded from BID assessments during the ensuing fiscal or calendar year;
- B. the proposed PBIA budget; and
- C. a list of ratepayers, business classifications and the assessment rates necessary for financing the proposed budget.

The City Council, upon receipt of the report may approve, reject, correct, revise, modify and amend the proposed projects, programs and activities, budget and assessment and thereafter, by ordinance or resolution, approve the activities, budget and assessment as provided or as modified.

4.31C.110 Notices

Notices of assessment, installment payment or delinquency, and all other notices contemplated by this chapter may be sent by first class mail or delivered by the City to the address shown on the records of the city treasurer and, if no address is shown there, to the address shown on the records of the City maintained for business or utility tax purposes. Failure of the ratepayer to receive any mailed notice shall not release the

ratepayer from the duty to pay the assessment, or except as authorized by SMC 4.31C.070, from payment on the due date and any delinquency charges.

4.31C.120 Disputes

Any ratepayer, aggrieved by the amount of an assessment, shall request, within sixty days from the date of the assessment, a meeting and/or hearing before the ratepayer advisory board and, if not satisfied with the decision of the ratepayer advisory board, appeal, within ten days from the date of the decision, the matter de novo, to the City hearing examiner in the manner provided for under the City's municipal code.

- A. An appeal to the City hearing examiner shall include a fifty dollar filing fee payable to the City of Spokane.
- B. The hearing examiner has the authority to:
 - 1. classify ratepayers within the types of use under SMC 4.31C.040;
 - 2. determine the square footage of ratepayers for assessment purposes, the rate applicable to a ratepayer when classifications overlap, and resolve ambiguities in the application of rates;
 - 3. determine special benefits, and resolve all matters reasonably related thereto.
- C. In determining a ratepayer's square footage, the hearing examiner may rely on figures supplied by the Spokane County assessor, the ratepayer board and/or a lease agreement without making measurements directly.
- D. When determining a property's value, the hearing examiner may rely upon the records of the Spokane County assessor.

4.31C.130 Severability

If any section, subdivision, part or word of this chapter or any regulation, rule or order adopted pursuant to the authority thereof be determined invalid, it shall not affect the remainder of the chapter, but be confined to the section, subdivision, part or word directly involved in the controversy with the section, subdivision, part or word severed or stricken.

4.31C.140 Renewal – Termination

- A. To promote continuity in services being provided by the East Sprague PBIA, and to enhance the special benefits supporting the special assessments in the PBIA, the City Council may only terminate the PBIA or repeal chapter 4.31CB SMC by taking legislative action by July 1st to effectuate the termination or repeal for the subsequent year. If the Council does not take such legislative action by July 1st, the PBIA shall continue through the subsequent year.

- B. If by July 1st, the City Council receives a petition signed by businesses and multifamily residential or mixed-use operators within the PBIA which would pay a majority of the special assessments requesting the termination of the PBIA, the City Council shall, after a public hearing, adopt a resolution terminating the PBIA effective January 1st of the subsequent year. The City Clerk, through the City administration, shall verify that the petition signatures represent more than a majority of the businesses and multifamily residential or mixed-use operators within the PBIA which would pay a majority of the special assessments.

PASSED by the City Council on _____.

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

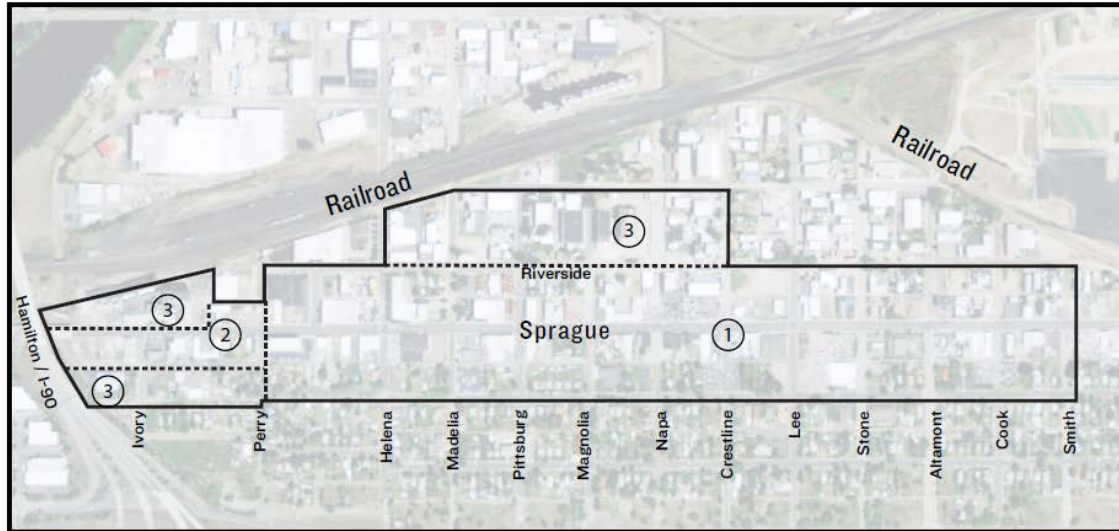
Effective Date

Appendix A. East Sprague Parking and Business Improvement Area Boundaries

East Sprague

Business Improvement District

BDS
PLANNING & URBAN DESIGN



Benefit Areas

- ① Corridor
- ② General Commercial
- ③ Industrial

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

04/11/2016

Date Rec'd

2/22/2016

Clerk's File #

ORD C35370

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

JO ANNE 625-6017

Contact E-Mail

JWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Agenda Item Name

0650 - ORDINANCE - SPOKANE HOUSING VENTURES ANNEXATION

Agenda Wording

An Ordinance annexing to the City of Spokane a 42-Acre area of land lying south of 53rd Avenue, west of Regal Street and north of 55th Avenue in a portion of the north 1/2 of Section 3, Township 24 north, Range 43, E.W.M in Spokane County, commonly

Summary (Background)

In February 2015, the City received a request to annex certain property located south of 53rd Avenue. Thereafter, by resolution 2015-0031, the City Council geographically modified the proposed annexation to include an approximately 42-acre area, referred to as the Spokane Housing Ventures Annexation Area. Thereafter, a sufficient petition for annexation was filed with the City signed by the owners of not less than 60 percent in value of the property within the annexation area. Resolution

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

KEY, LISA

Study Session**Division Director**

KEY, LISA

Other

PED 11/16/15 Study

Finance

KECK, KATHLEEN

Distribution List**Legal**

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fperkins@spokanecity.org

For the Mayor

SANDERS, THERESA

htrautman@spokanecity.org

Additional Approvals

jwright@spokanecity.org

Purchasing

jrichman@spokanecity.org

mhughes@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

referred to as the Spokane Housing Ventures Annexation. (This is a companion ordinance to Ordinance C35359, which amends the Comprehensive Plan Land Use Plan map to include the land use designations for the annexation area, and Ordinance C35360, which amends the Official zoning map to include the zoning designations for the annexation area.)

Summary (Background)

2016-0011, adopted by the City Council on February 8, 2016, set a Council hearing date of March 14, 2016 for the annexation. At the hearing, the City Council will also make decisions on the appropriate land use and zoning designations for the Spokane Housing Ventures Annexation Area.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Distribution List			

Ordinance No. C35370

AN ORDINANCE ANNEXING TO THE CITY OF SPOKANE A ~~4237~~-ACRE AREA OF LAND LYING SOUTH OF 53rd Avenue, ~~WEST-EAST~~ OF REGAL STREET AND NORTH OF 55th AVENUE IN A PORTION OF THE NORTH ½ OF SECTION 3, TOWNSHIP 24 NORTH, RANGE 43, E.W.M IN SPOKANE COUNTY, COMMONLY REFERRED TO AS THE SPOKANE HOUSING VENTURES ANNEXATION.

WHEREAS, by Notice of Intention to Commence Annexation Proceedings, dated February 12, 2015, the owners of not less than ten percent of the value of property within an area located south of 53rd Avenue and contiguous to the City, notified the City Council of their intention to commence annexation proceedings; and

WHEREAS, on or about April 20, 2015, the City Council met with said initiating owners and, pursuant to RCW 35.13.125, determined by resolution 2015-0031 that the City would geographically modify the proposed annexation to include an approximately 42 acre area and subject it to specified conditions; and

WHEREAS, thereafter a sufficient petition for annexation was filed with the City Council pursuant to RCW 35.13.130, signed by the owners of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the City of Spokane of an approximately 42-acre area contiguous to the City, known as the "Spokane Housing Ventures Annexation Area" (the "Petition"); and

WHEREAS, upon receipt of the Petition, the City Council adopted Resolution 2016-0011 setting a hearing on the Petition, and to consider whether to annex all or any portion of the property described in the Petition, and to consider ordinances amending the City of Spokane Comprehensive Plan Land Use Map and Zoning Map to include all or any portion of said property; and

WHEREAS, consistent with a recommendation from the City of Spokane Plan Commission, the Council voted to remove tax parcels 34031.5201 and 34031.0459 from the annexation, reducing the annexation area to approximately 37 acres; and

WHEREAS, the City Council has determined that the proposed annexation of the Spokane Housing Ventures Annexation Area, as amended by the removal of tax parcels 34031.5201 and 34031.0459, is consistent with the City's Comprehensive Plan and the annexation guidelines, as adopted therein by the City, and is a logical extension of the City's corporate limits, and that the property should therefore be annexed to the City under the authority of Chapter 35.13 RCW.

NOW, THEREFORE, the City of Spokane does ordain:

Section 1. The following described property, referred to herein as the Spokane Housing Ventures Annexation Area, is annexed to and made a part of the City of Spokane, Washington, as of the effective date of this Ordinance:

Approximately 42 acres of land legally described as follows:

Those portions of the North ½ of Section 3, Township 24 North, Range 43 East W.M. and further described as follows:

All of lots 5-7 and portions of lots 3,4 and 8-12 of, Block 1, of The Amended Plat of South Spokane and Lot 1, Block 2, of the Plat of Hilby Station; which include the following Parcel Numbers: 34031.5201, 34031.0459, 34032.0433, 34032.0405, 34032.0432, 34032.0490, 34032.0489, 34032.0492, 34032.0481, 34032.0480, 34032.0446, 34032.0412, and 34032.0447.

The boundaries are described below:

~~Beginning (Point of Beginning) at the southwest corner of Lot 12, Block 1, of The Amended Plat of South Spokane, which is also the intersection of the north right of way line of 55th Avenue and the east right of way line of Regal Street; THENCE west across Regal Street to the intersection of the west right of way line of Regal Street and the north right of way line of 55th Avenue; THENCE north along said west right of way line of Regal Street to the intersection of the south right of way line of 53rd Avenue (coincident with the south limit of the City of Spokane) and the west right of way line of Regal Street; THENCE east along the south limit of the City of Spokane to the intersection of the east limit of the City of Spokane; THENCE east, along the same bearing as the north lot lines of Lots 5 and 6, Block 1, of The Amended Plat of South Spokane (coincident with the south limit of the City of Spokane), to the intersection of the southwest right of way line of the Palouse Highway; THENCE southeasterly along said southwest right of way line of the Palouse Highway to a point that is 9.96 feet~~

As Amended, rec'd 3/31/16

~~primarily north of the northwest corner of Lot 1, Block 2, of the Plat of Hilby Station; THENCE south 00°36'08" west 9.96 feet to the northwest corner of Lot 1, Block 2, Hilby Station, said plat was filed on May 5, 1999 under Auditor's File Number 4363950; THENCE along the following (4) courses according to the above mentioned plat; THENCE~~

- ~~a) south 48°14'45" east 74.61 feet; THENCE~~
- ~~b) southwesterly along a tangential curve to the right having a radius of 20.00 feet, 45.25 feet; THENCE~~
- ~~c) southwesterly along a curve having a radius of 185 feet, and a delta angle of 08°59'49" with a chord bearing of north 85°53'42" east and a chord distance of 29.02 feet for an arc distance of 29.05 feet; THENCE~~
- ~~d) south 89°36'23" west 17.30 feet to a point on the north right-of-way line of 55th Avenue;~~

~~THENCE west along the north right-of-way line of 55th Avenue to the intersection of the east right-of-way line of Freya Street; THENCE west to the intersection of the north right-of-way line of 55th Avenue and the west right-of-way line of Freya Street; THENCE west along the north right-of-way line of 55th Avenue to the Point of Beginning.~~

Beginning (Point of Beginning) at the southwest corner of Lot 12, Block 1, of The Amended Plat of South Spokane, which is also the intersection of the north right-of-way line of 55th Avenue and the east right-of-way line of Regal Street; THENCE west across Regal Street to the intersection of the west right-of-way line of Regal Street and the north right-of-way line of 55th Avenue; THENCE north along said west right-of-way line of Regal Street to the intersection of the south right-of-way line of 53rd Avenue (coincident with the south limit of the City of Spokane) and the west right-of-way line of Regal Street; THENCE east along the south limit of the City of Spokane to the southeast corner of Lot 1 Block 2 of the plat of Russell's subdivision recorded at the Spokane County Auditor on October 11, 1962, said point being on the west right-of-way line of Freya Street; THENCE east across Freya Street to the intersection of the east right-of-way line of Freya Street and the north line of Lot 4 Block 1 of the Amended Plat of South Spokane; THENCE south along the east right-of-way line of Freya Street to the intersection of the north right-of-way line of 55th Avenue and the east right-of-way line of Freya Street; THENCE west across Freya Street to the intersection of the north right-of-way line of 55th Avenue and the west right-of-way line of Freya

Street; THENCE west along the north right-of-way line of 55th Avenue to the point of beginning.

All properties situate in Spokane County, Washington

Section 2. Upon annexation, said property shall be assessed and taxed at the same rate and on the same basis as other property within the City is assessed and taxed to pay for any of the outstanding indebtedness of the City which indebtedness was approved by the voters, contracted, or incurred prior to, or existing at, the date of annexation.

Section 3. The Comprehensive Plan and Unified Development Code of the City of Spokane shall be deemed to apply to the annexed property from the effective date of this Ordinance.

Section 4. The Clerk is directed to prepare certified copies of this Ordinance and cause the same, together with a list of annexed parcel numbers, to be delivered via certified mail to the following:

- a. Spokane County Board of Commissioners;
- b. Spokane County Treasurer;
- c. Spokane County Assessor
- d. Spokane County Fire Protection District No. 8;
- e. Spokane County Library District;
- f. State Office of Financial Management;
- g. State Department of Revenue; and
- h. As otherwise required by law.

Passed the City Council on _____, 2016.

Council President

Attest:

Approved as to form:

As Amended, rec'd 3/31/16

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

Appendix

List of Parcel Numbers included in Spokane Housing Ventures Annexation

PARCEL_NO	AS_OWNER
34032.0481	VAUGHNS 57TH AVENUE, LLC
34032.0405	MOODY BIBLE INS
34032.0446	VAUGHNS 57TH AVENUE, LLC
34032.0412	VAUGHNS 57TH AVENUE, LLC
34032.0433	MOODY BIBLE INS
34031.5201	DOUGLASS, LANCZE G
34032.0480	VAUGHNS 57TH AVENUE, LLC
34032.0447	VAUGHNS 57TH AVENUE, LLC
34031.0459	SOUTH HILL MINI-STORAGE LLC
34032.0432	MOODY BIBLE INS
34032.0490	55TH AVENUE APTS LLC
34032.0492	PINE ROCK LLC
34032.0489	SUMMIT RIDGE LLC

EXHIBIT A
Property Description
June 23, 2015

55TH AVENUE ANNEXATION AREA

Those portions of the North ½ of Section 3, Township 24 North, Range 43 East W.M. and further described as follows:

All of lots 5-7 and portions of lots 3,4 and 8-12 of, Block 1, of The Amended Plat of South Spokane and Lot 1, Block 2, of the Plat of Hilby Station; which include the following Parcel Numbers: 34031.5201, 34031.0459, 34032.0433, 34032.0405, 34032.0432, 34032.0490, 34032.0489, 34032.0492, 34032.0481, 34032.0480, 34032.0446, 34032.0412, and 34032.0447.

The boundaries are described below:

Beginning (Point of Beginning) at the southwest corner of Lot 12, Block 1, of The Amended Plat of South Spokane, which is also the intersection of the north right-of-way line of 55th Avenue and the east right-of-way line of Regal Street; THENCE west across Regal Street to the intersection of the west right-of-way line of Regal Street and the north right-of-way line of 55th Avenue; THENCE north along said west right-of-way line of Regal Street to the intersection of the south right-of-way line of 53rd Avenue (coincident with the south limit of the City of Spokane) and the west right-of-way line of Regal Street; THENCE east along the south limit of the City of Spokane to the intersection of the east limit of the City of Spokane; THENCE east, along the same bearing as the north lot lines of Lots 5 and 6, Block 1, of The Amended Plat of South Spokane (coincident with the south limit of the City of Spokane), to the intersection of the southwest right-of-way line of the Palouse Highway; THENCE southeasterly along said southwest right-of-way line of the Palouse Highway to a point that is 9.96 feet primarily north of the northwest corner of Lot 1, Block 2, of the Plat of Hilby Station; THENCE south 00°36'08" west 9.96 feet to the northwest corner of Lot 1, Block 2, Hilby Station, said plat was filed on May 5, 1999 under Auditor's File Number 4363950; THENCE along the following (4) courses according to the above mentioned plat; THENCE

- a) south 48°14'45" east 74.61 feet; THENCE
- b) southwesterly along a tangential curve to the right having a radius of 20.00 feet, 45.25 feet; THENCE
- c) southwesterly along a curve having a radius of 185 feet, and a delta angle of 08°59'49" with a chord bearing of north 85°53'42" east and a chord distance of 29.02 feet for an arc distance of 29.05 feet; THENCE
- d) south 89°36'23" west 17.30 feet to a point on the north right-of-way line of 55th Avenue;

THENCE west along the north right-of-way line of 55th Avenue to the intersection of the east right-of-way line of Freya Street; THENCE west to the intersection of the north right-of-way line of 55th Avenue and the west right-of-way line of Freya Street; THENCE west along the north right-of-way line of 55th Avenue to the Point of Beginning.

All properties situate in Spokane County, Washington

I hereby acknowledge that the above property description is based on the full and true legal description of the 55TH Avenue Annexation Area, and I do certify that such description generally characterizes the boundary of said area.


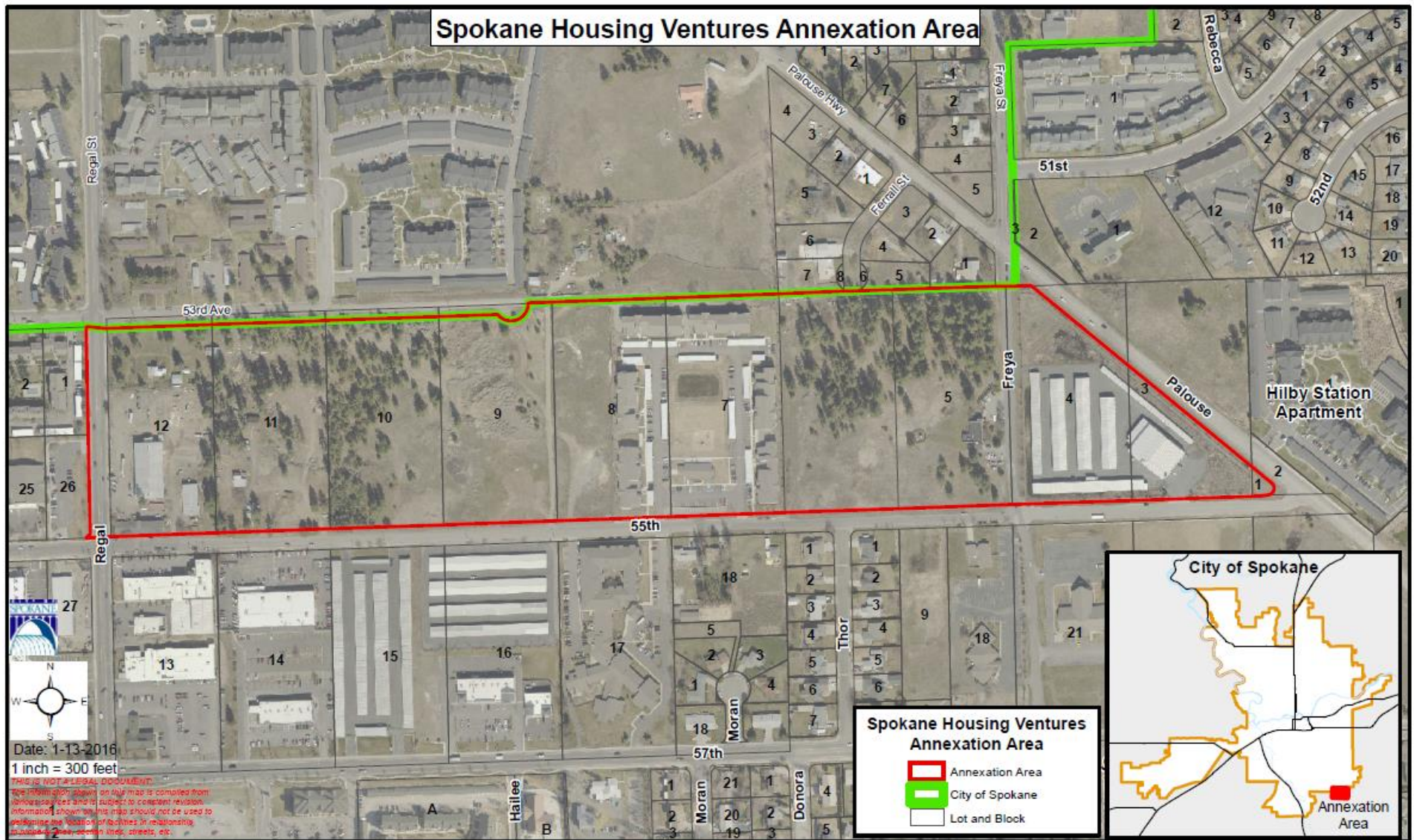

Eldon Brown, P.E.

EXHIBIT B

Map of Annexation Area
(Attached)

Spokane Housing Ventures Annexation Area



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

4/11/2016

Date Rec'd

1/19/2016

Clerk's File #

ORD C35359

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

JO ANNE 625-6017

Contact E-Mail

JWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Cross Ref #**Project #****Bid #****Requisition #****Agenda Item Name**

0650 - AMENDING ORDINANCE FOR SPOKANE HOUSING VENTURES

Agenda Wording

An ordinance amending the City of Spokane Comprehensive Plan Land Use Map to include the Spokane Housing Ventures Annexation area. (Testimony will be taken on February 8, 2016/Action March 14, 2016).

Summary (Background)

The City's Comprehensive Plan includes areas the City reasonably expects to annex into the City in the future, including the Spokane Housing Ventures Annexation Area. On December 9, 2015, the Spokane Plan Commission held a public hearing on the proposed annexation and voted to recommend that the City Council approve the annexation and assign appropriate Comprehensive Plan Land Use Map designations to the area, provided that parcels 34031.0459 and 34031.5201 east of Freya Street be removed from

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

WRIGHT, JO ANNE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PED 11/16/15 - SPC

Finance

KECK, KATHLEEN

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fperkins@spokanecity.org

For the Mayor

SANDERS, THERESA

jwright@spokanecity.org

Additional Approvals

jrichtman@spokanecity.org

Purchasing

htrautman@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

the annexation area.

Fiscal Impact		Budget Account	
Select	\$		#
Select	\$		#
Distribution List			

ORDINANCE NO. C35359

AN ORDINANCE relating to the pending Spokane Housing Ventures Annexation and amending the Spokane Comprehensive Plan Land Use Plan Map, Map LU 1 to include updated land use designations for the area within the pending Spokane Housing Ventures Annexation.

WHEREAS, a portion of the Urban Growth Area located on the southern boundary of the City of Spokane's corporate limits known as the Spokane Housing Ventures Annexation Area is proposed to be annexed into the City of Spokane; and

WHEREAS, State law authorizes local jurisdictions to prepare a proposed Comprehensive Plan Land Use Plan to become effective upon the annexation of any area which might reasonably be expected to be annexed; and

WHEREAS, the City of Spokane Comprehensive Plan policy - LU 10.3 Existing Plans states, "*Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed,*" and

WHEREAS, the proposed amendment to the Comprehensive Plan Land use Plan map converts the existing Spokane County Comprehensive Plan Land Use designations for the Spokane Housing Ventures Annexation Area to the closest corresponding City of Spokane Comprehensive Plan Land Use Plan Map designations; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the Comprehensive Plan on October 30, 2015; and

WHEREAS, the City of Spokane Plan Commission held workshops on the proposed Comprehensive Plan Land Use and Zoning map amendments on October 14, October 28, and November 11, 2015; and

WHEREAS, A State Environmental Policy Act (SEPA) Environmental Checklist was completed and a Determination of Non-significance issued for the proposal on October 19, 2015. The determination was circulated to agencies with jurisdiction and parties of interest. Notice of the determination was published in the Spokesman Review on October 19, 2015; and

WHEREAS, Notice of the proposal and of the Plan Commission's December 9, 2015 hearing was published in the Spokesman Review on November 25, 2015 and December 2, 2015. Adjacent jurisdictions and other interested agencies and parties were also sent email and mailed notifications of the hearing; and

WHEREAS, Spokane Municipal Code (SMC) Section 17G.020.010 "Comprehensive Plan and Development Standard Amendment Process" identifies terms and conditions for Comprehensive Plan amendments and Comprehensive Plan emergency amendments, and specifically recognizes that annexations will require amendment of the Comprehensive Plan land use map outside of the annual comprehensive plan amendment cycle; and

WHEREAS, after consideration of the issues and public testimony that is a part of the record and summarized in the Plan Commission Findings of Fact, Conclusions, and Recommendations adopted on December 9, 2015, the Plan Commission has forwarded its recommended amendments to the Comprehensive Plan and zoning map; and

WHEREAS, notices of the City Council's hearings have been posted in the Spokesman Review and the City's official Gazette; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That the City of Spokane Comprehensive Plan Land Use Plan Map, Map LU 1 is amended to include updated land use designations for the area within the pending Spokane Housing Ventures Annexation Area as shown on the attached map.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Spokane Housing Ventures Annexation**

A recommendation of the City Plan Commission relating to the proposed Spokane Housing Ventures Annexation and related zoning map and Comprehensive Plan land use map designations for proposed annexation area.

Findings of Fact:

- A. The City of Spokane, pursuant to chapter 35.13 RCW, is authorized to annex land within an urban growth area and contiguous to the City's municipal boundary.
- B. The owners of certain property situated within the Spokane Housing Ventures Annexation Area filed a proper and sufficient Notice of Intent to commence annexation proceedings with the City.
- C. Following its receipt of said notice, the City Council held a public meeting with the owners and determined by Resolution 2015-0031 that the City would geographically modify the proposed annexation area to include the property lying between Regal Street on the west, Palouse Hwy on the east, 53rd Avenue on the North, and 55th Avenue on the South, as shown in the Spokane Housing Ventures Annexation Parcel Map attached hereto as Exhibit "A".
- D. Thereafter, a sufficient petition for annexation was filed with the City pursuant to RCW 35.13.130, signed by the owners of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the city of Spokane of an approximately 42-acre area within an urban growth area and contiguous to the City's southern municipal boundary, otherwise referred to as the Spokane Housing Ventures Annexation Area (the "Petition").
- E. On December 9, 2015, the Plan Commission held a hearing to obtain public comments on the annexation and the proposed land use and zoning designations for the Spokane Housing Ventures Annexation Area.
- F. The City of Spokane Comprehensive Plan policy LU 9, Annexation Areas, encourages the annexation of areas that are logical extensions of the City, and further encourages the use of readily identifiable boundaries, such as highways, to define annexation areas where possible. The Spokane Housing Ventures Annexation Area, as modified by City Council resolution 2015-0031, is a logical extension of the City's corporate boundaries and uses streets to make the new boundaries readily identifiable. Based on testimony by Fire District 8 and the owners of property on the east end of the modified annexation area (i.e., parcel no. 34031.0459), the western edge of Freya Street also provides a readily identifiable and logical corporate boundary.
- G. The City of Spokane Comprehensive Plan policy - LU 10.3, Existing Plans states, *"Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed."*

- H. Consistent with LU 10.3, and in the context of annexation of new areas to the City, proposed amendments to the City's Comprehensive Plan Land Use Map and Zoning Map should convert the existing Spokane County Comprehensive Plan Land Use designations and zoning for the Spokane Housing Ventures Annexation area to the closest corresponding City of Spokane land use and zoning designations.
- I. The existing Spokane County Comprehensive Plan Land Use Map and Zoning Map designations are illustrated on Exhibit "B". The City of Spokane Comprehensive Plan Land Use Map and Zoning Map designations reflected in Exhibit "C" are consistent with the City of Spokane Comprehensive Plan and particularly LU 10.3 relating to recognition of existing plans, and most closely match the land use and zoning designations currently in effect for the Spokane Housing Ventures Annexation Area in Spokane County.
- J. A State Environmental Policy Act (SEPA) Environmental Checklist was completed and a Determination of Non-significance issued for the proposal on October 19, 2015. The determination was circulated to agencies with jurisdiction and parties of interest. Notice of the determination was published in the Spokesman Review on October 19, 2015.
- K. Notice of the proposal and of the Plan Commission's December 9, 2015 hearing was published in the Spokesman Review on November 25, 2015 and December 2, 2015. Adjacent jurisdictions and other interested agencies and parties were also sent email notifications of the hearing.
- L. Spokane Municipal Code (SMC) Section 17G.020.010 "Comprehensive Plan and Development Standard Amendment Process" identifies terms and conditions for Comprehensive Plan amendments and Comprehensive Plan emergency amendments, and specifically recognizes that annexations will require amendment of the Comprehensive Plan land use map outside of the annual comprehensive plan amendment cycle.

Conclusions:

- A. The Plan Commission has reviewed all public comments and testimony received during the public hearing.
- B. Based on testimony from Fire District 8 and the owner of parcel no. 34031.0459, and based on the review of maps of the proposed annexation area, the western edge of Freya Street would provide a readily identifiable and logical corporate boundary.
- C. The City of Spokane Comprehensive Plan Land Use and Zoning designations set forth in Exhibit "C" are consistent with the goals and policies of the City of Spokane Comprehensive Plan, and particularly LU 10.3 relating to recognition of existing plans, and most closely match the land use and zoning designations currently in effect for the Spokane Housing Ventures Annexation Area in Spokane County
- D. All State and local public notice and participation requirements have been satisfied.

Recommendations:

By a vote of 5 to 1, and subject to the proviso set forth below, the Spokane City Plan Commission recommends that the City Council approve the Spokane Housing Ventures Annexation, as previously modified by the City Council, and that the City Council adopt the land use and zoning designations for the annexation area as are set forth in Exhibit "C" hereto, provided that parcels 34031.0459 and 34031.5201 be removed from the annexation area, and that the western edge of the Freya Street right-of-way form the eastern end of the annexation area.

By a similar vote, the Plan Commission also recommends that if the City Council is inclined to consider imposing center and corridor zoning on those western areas of the annexation area designated for community business zoning in Exhibit "C", then the City Council instead zone such property Community Business, subject to a development agreement between the City and the owner of such property imposing agreed upon design standards that shall apply to and govern development of the property.



Dennis Dellwo, President
City Plan Commission

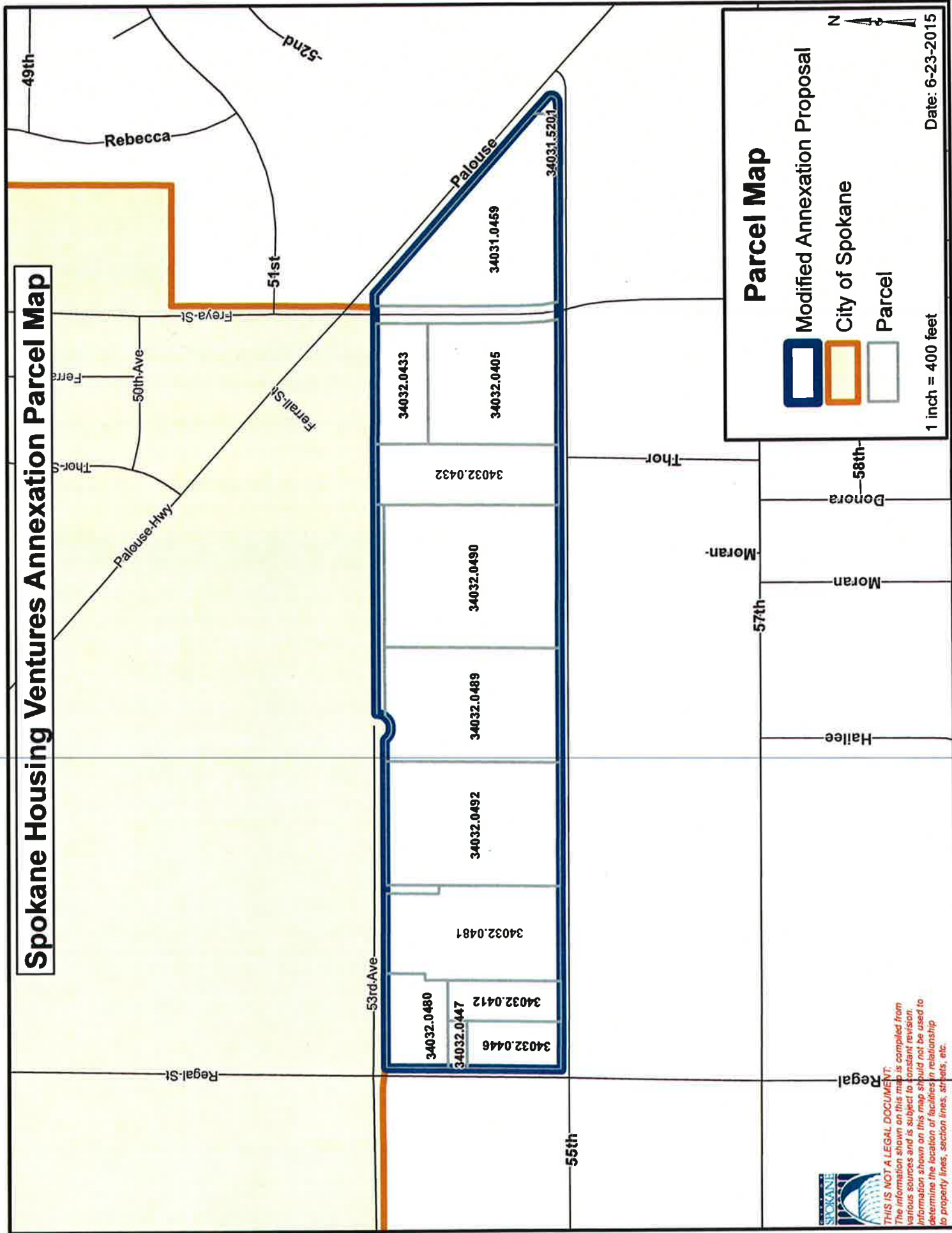
12-17-15
Date

EXHIBIT "A"

Spokane Housing Ventures Proposed Annexation

Parcel Map

Spokane Housing Ventures Annexation Parcel Map



THIS IS NOT A LEGAL DOCUMENT.
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

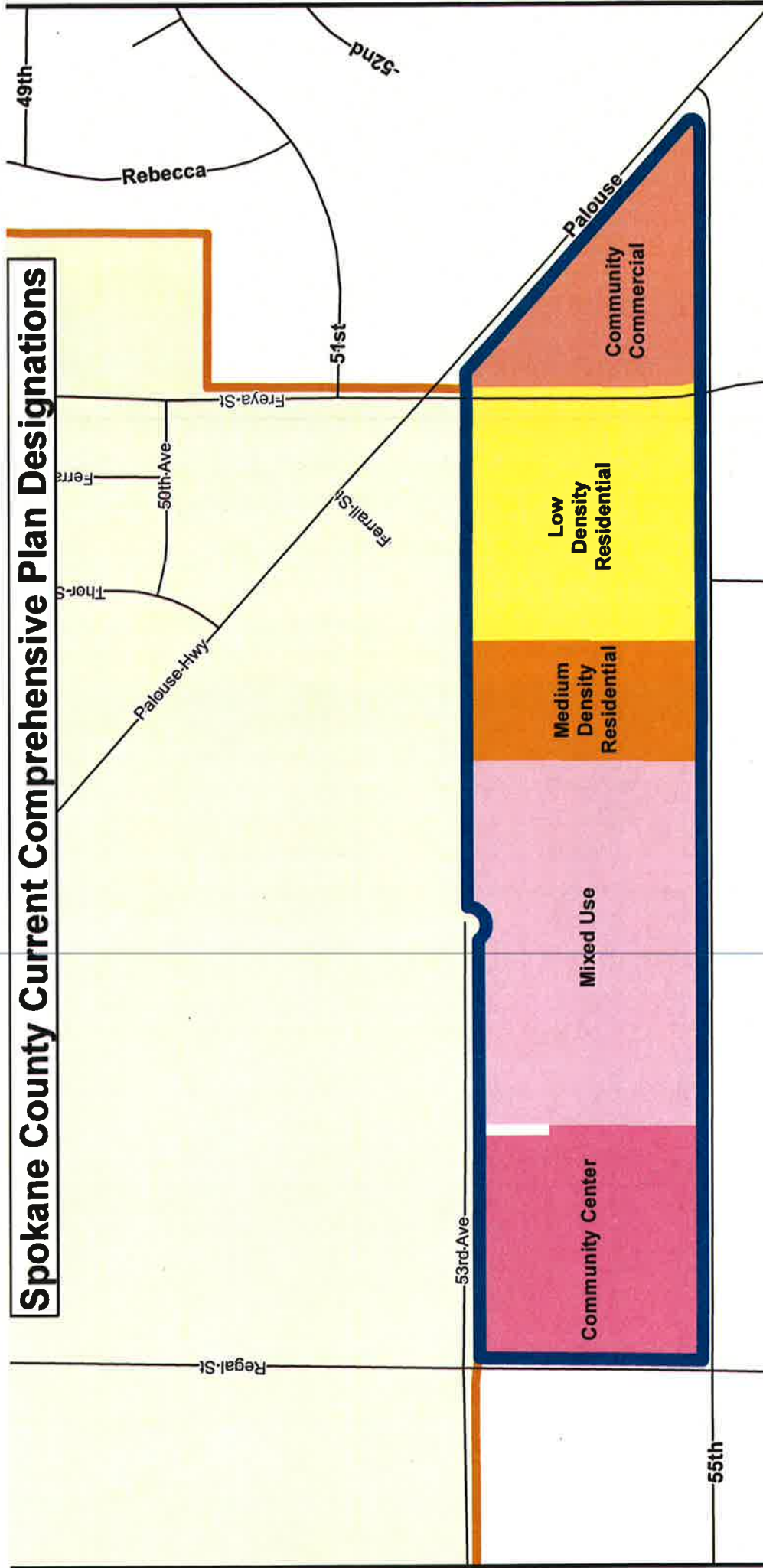
EXHIBIT "B"

Spokane Housing Ventures Proposed Annexation

Spokane County

Existing Comprehensive Plan Land Use Map and Zoning Map Designations

Spokane County Current Comprehensive Plan Designations



Landuse Plan Map

- Modified Annexation Proposal
 - City of Spokane
- ### County Comprehensive Plan
- Low Density Residential
 - Medium Density Residential
 - Mixed Use
 - Community Center
 - Community Commercial

1 inch = 400 feet

Date: 6-23-2015



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The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Spokane County Current Zoning Designations

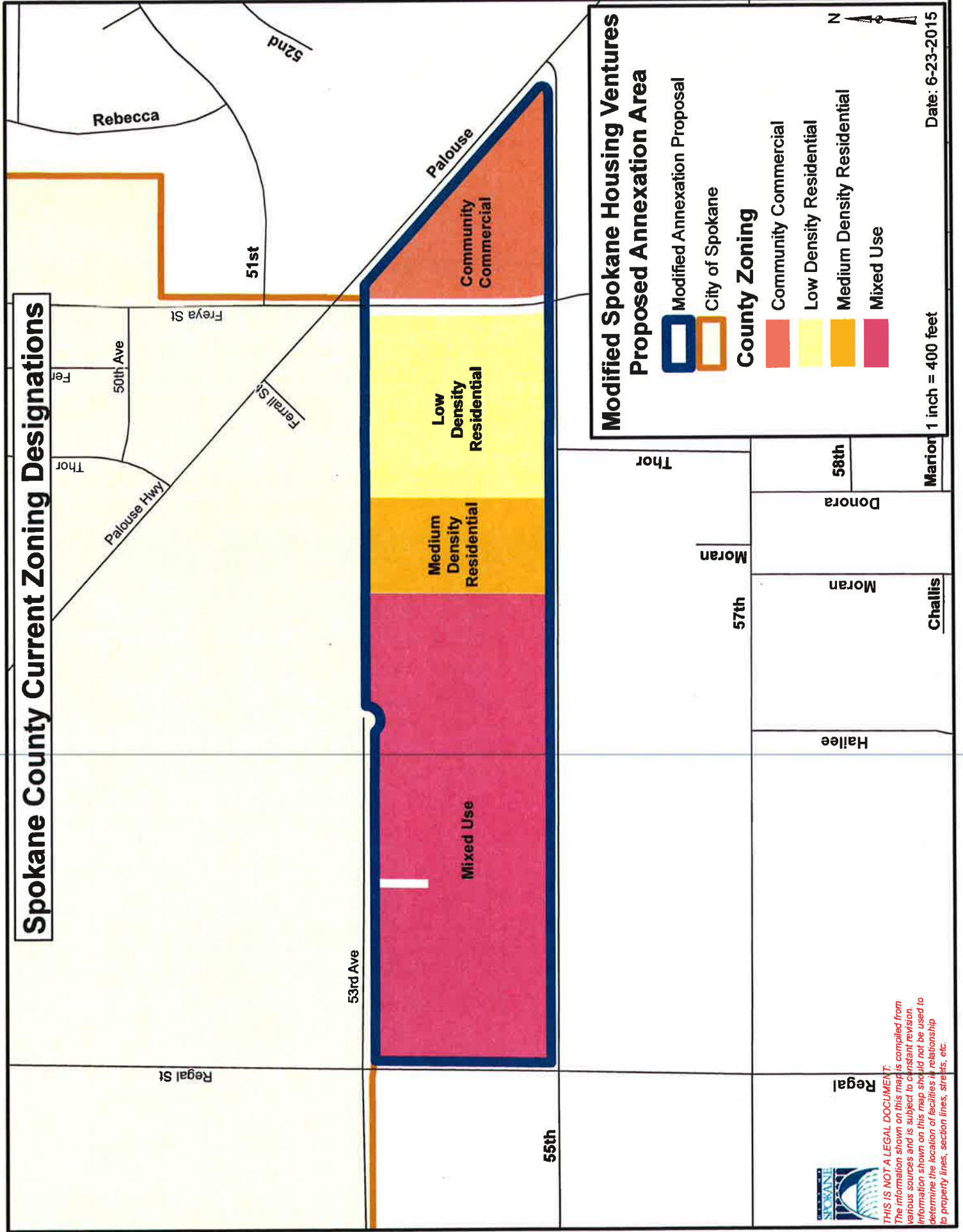


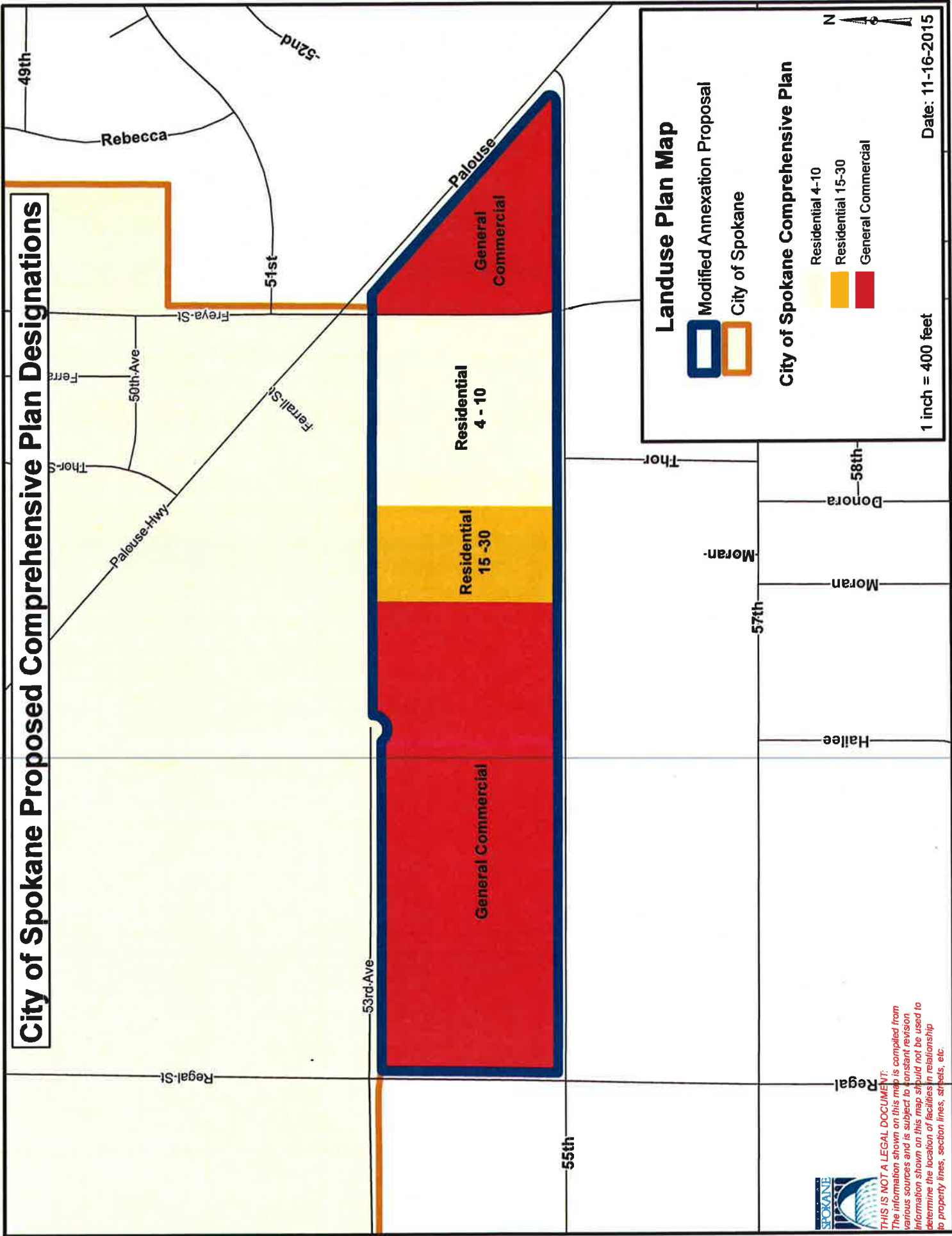
EXHIBIT "C"

Spokane Housing Ventures Proposed Annexation

City of Spokane

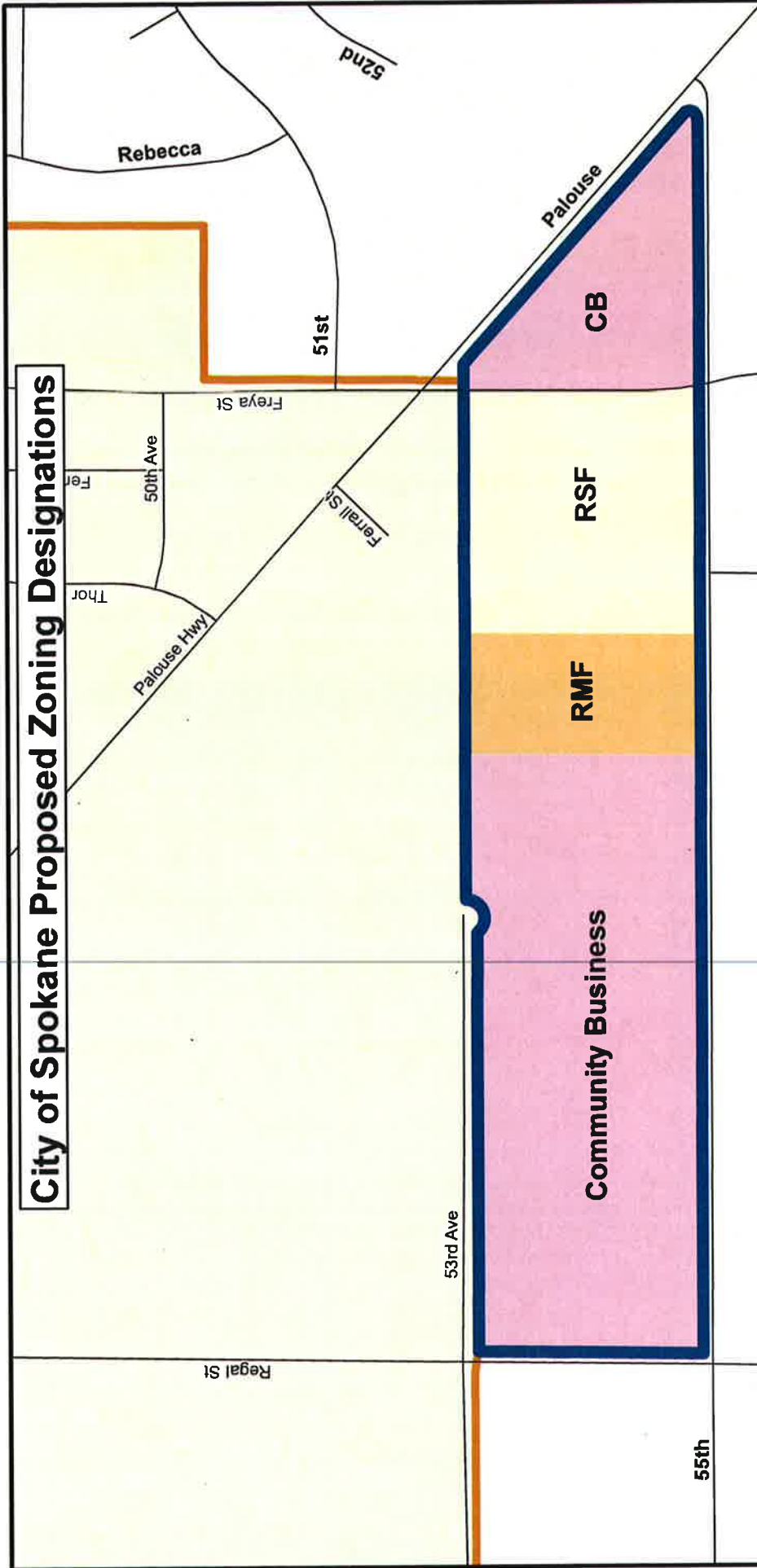
Proposed Comprehensive Plan Land Use Map and Zoning Map Designations

City of Spokane Proposed Comprehensive Plan Designations



THIS IS NOT A LEGAL DOCUMENT:
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

City of Spokane Proposed Zoning Designations



Modified Spokane Housing Ventures Proposed Annexation Area

Modified Annexation Proposal

City of Spokane

City of Spokane Zoning

Residential Single-Family

Residential Multi-Family

Community Business

1 inch = 400 feet

Date: 11-16-2015



THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Stanley M. Schwartz
Admitted in Washington & Idaho
email: sms@witherspoonkelley.com

October 27, 2015

Mr. Dennis Dellwo, President
City of Spokane Plan Commission
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3329

***Re: Spokane Housing Ventures
Parcel Numbers 34032.0409, 34032.0492, and 34032.0489***

Dear Mr. President and Plan Commission Members:

This letter is intended to provide background and information concerning the above annexation.

A. BACKGROUND.

1. Summer 2011, SHV and partnerships make request to be annexed to the City.
2. November 2011, matter deferred by City Council to allow City administration to evaluate boundaries for the annexation.
3. May 29, 2012, Mayor Condon recognizes partnerships affordable housing projects, but "rejects annexation at this time."
4. February 12, 2015, letter to Council President Ben Stuckart requesting annexation and providing background concerning installation of City water, sanitary sewer, and public street development to include execution of Connection/Annexation Agreements and payment of connection fees to the City.
5. April 20, 2015, Resolution No. 2015-0031. This City Council Resolution geographically modified the annexation proposal to include a statement that the City of Spokane will pursue this annexation in accordance with the direct petition method described in RCW 35.13.
6. August 26, 2015, letter to Interim Planning Director requesting that this annexation be placed before the City Plan Commission for consideration.

At the October 14, 2015, Plan Commission Meeting, City staff presented information suggesting that this annexation would not result in positive cash flow to the City general, EMS and utility funds. This was due in large part to the difference between the "in city" utility fees versus the

"out of city" utility fees. Notably, this exact same information was presented to the City Council.

Once again, the City presentation failed to take into consideration the significant capital investment by the proponent, which amounts to approximately \$1,027,281.00. See Attachment A. This constructed public infrastructure, city utilities and streets, was required by the City, in order benefit, support, and expand planned growth of the urban area. There is no doubt this infrastructure allows the City to collect additional connection fees, service charges, and other costs in the operation of its public utilities. Not to mention, additional sales and property tax will be generated from these properties following the annexation.

B. THE CITY COMPREHENSIVE PLAN.

Goal LU 9 entitled "Annexation Areas" states that the City supports annexations that support logical boundaries and reasonable service areas within the City's urban grow area, where the city has the fiscal capacity to provide services. LU 9.6 qualifies the "negative fiscal impact on the city" with regard to utilities and states

Property owners in annexing areas should fund the public utility improvements necessary to serve new development in a manner that is consistent with applicable City of Spokane policies and regulations.

It is without question that this annexation has satisfied the goals and policies of annexation set forth in the City Comprehensive Plan. See Attachment B.

The Spokane Housing Ventures annexation also fulfills policies in the housing chapter of the Comprehensive Plan that recognizes "few new housing units are developed that are affordable to lower income households." H-19. Special needs populations to include the physically disabled are in great need of affordable and subsidized housing located throughout the community. H 2.6, SH 4.2, and SH 4.2. Along with the affordable housing studies cited in the February 12, 2015 letter to Ben Stuckart, this annexation supports the Comprehensive Plan's affordable housing goals.

Finally, this annexation supports the City's affordable housing studies conducted pursuant to HUD regulations, and compliance with five goals set forth in the November 2014 "talking points on needs" for the "Spokane Consolidated Plan 2015-2020."


President Dennis Dellwo
October 27, 2015
Page 3

C. CONCLUSION.

It is requested on behalf of Spokane Housing Ventures that the Plan Commission forward to the City Council a recommendation to approve the Spokane Housing Ventures annexation.

Very truly yours,

WITHERSPOON • KELLEY



Stanley M. Schwartz

SMS/kh
Enclosure

ATTACHMENT A Annexation Request

Developer Constructed Improvements

Installed and Conveyed to the City the following Utilities:

a) Approx. 1000 feet of 8" Sanitary Sewer in 53 rd Ave:	Cost	\$160,000.00
b) Approx. 600 feet of water main in 55 th Ave	Cost	\$50,000.00

Streets and Walking Path Construction:

a) 600 feet of City Street/Sidewalk/Curb and Gutter in 53 rd Avenue with fire access to remainder of	Cost	\$126,000.00
b) 1400 feet of widening for City Street/Sidewalk/Curb and Gutter	Cost	\$133,000.00
a) 680 feet City Street/Sidewalk/Curb and Gutter for Fiske St. (for connectivity requirements).	Cost	\$132,000.00
b) 680 feet for Walking Path Connectivity	Cost	\$61,000.00

ROW deeded to City/County:

a) 53 rd ROW dedicated for street	Cost	\$125,000.00
b) Fiske ROW dedicated to meet City street connectivity	Cost	\$102,000.00
c) Walking Path to meet City connectivity requirement	Cost	\$34,000.00

TOTAL COST and Public Benefit for Utilities, Streets and ROW	\$923,000.00
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Hazel's Creek Regional Stormwater - Capital Cost Fees	\$104, 287.00
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<u>TOTAL BENEFIT TO CITY:</u>	\$1,027,281.00
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ATTACHMENT B:

Develop a broad, community-based process that periodically reevaluates and directs city policies and regulations consistent with the Visions and Values.

LU 7.3 Historic Reuse

Allow compatible residential or commercial use of historic properties when necessary to promote preservation of these resources.

Discussion: Preservation of historic properties is encouraged by allowing a practical economic use, such as the conversion of a historic single-family residence to a higher density residential or commercial use. A public review process should be required for conversions to a use not allowed in the underlying zoning district. Special attention should be given to assuring that the converted use is compatible with surrounding properties and the zone in which the property is located. Recommendations from the Historic Landmarks Commission and the Historic Preservation Officer should be received by any decision-maker before a decision is made regarding the appropriateness of a conversion of a historic property.

LU 7.4 Sub-Area Planning Framework

Use the Comprehensive Plan for overall guidance and undertake more detailed sub-area and neighborhood planning in order to provide a forum for confronting and reconciling issues and empowering neighborhoods to solve problems collectively.

☐ **LU 8 URBAN GROWTH AREA**

Goal: Provide an urban growth area that is large enough to accommodate the expected population growth for the next 20 years in a way that meets the requirements of the CWPPs.

Policies

LU 8.1 Population Accommodation

Accommodate the majority of the county's population and employment in urban growth areas in ways that ensure a balance between livability, preservation of environmental quality, open space retention, varied and affordable housing, high quality cost-efficient urban services, and an orderly transition from county to city jurisdiction.

LU 8.2 Urban Growth Area Planning

Plan with Spokane County for the unincorporated portions of the urban growth area.

Discussion: Planning for the urban growth area should include the adoption of consistent land use designations, policies, and development standards, as well as the identification and preservation of natural environmental features.

LU 8.3 Growth Boundary Establishment

Establish an urban growth area boundary, consistent with the CWPPs, that provides enough land to accommodate the urban growth area's projected growth for the next 20 years.

LU 8.4 Urban Land Supply

Regularly monitor the relationship between land supply and demand to ensure that the goals of the comprehensive plan are met.

Discussion: To assure that land supply is adequate, the land supply should be regularly monitored. Particularly important at the onset of the identification of an urban growth boundary, regular monitoring can allow the city and Spokane County to make adjustments as necessary.

LU 8.5 Growth Boundary Review

Review the urban growth area boundary at least once every five years relative to the current Office of Financial Management's twenty-year population forecast and make adjustments, as warranted, to accommodate the projected growth.

LU 9 ANNEXATION AREAS

Goal: Support annexations that create logical boundaries and reasonable service areas within the city's urban growth area, where the city has the fiscal capacity to provide services.

Policies

LU 9.1 Logical Boundaries

Encourage the annexation of areas that are logical extensions of the city.

Discussion: As much as possible, the city should avoid annexations that create "peninsulas" of unincorporated land within the city limits. The following policies shall apply to the size of an annexation and the location of boundaries:

- A. The City Council will decide whether to require increases in the size of proposed annexations on a case-by-case basis.
- B. City staff may recommend expansion of a proposed annexation prior to the first meeting with property owners required under RCW 35A.14.120. The City Council will consider whether a requirement that the initiator expand the proposed annexation up to the maximum allowed under state law would meet any of the following criteria:
 1. The expanded annexation would create logical boundaries and service areas.
 2. Without the proposed annexation, the area to be added would not likely be annexed within the foreseeable future.
 3. The area to be added would eliminate or reduce an unincorporated county peninsula.
- C. If the City Council concludes that any of the criteria applies to a specific annexation proposal, it will require the initiator to expand the boundaries of the proposed annexation to the extent allowed by law and deemed appropriate by the City Council.
- D. Service delivery should be a criteria in the formation of boundaries. Annexations should attempt to maximize efficiencies of urban services.

LU 9.2 Peninsula Annexation

Encourage and assist property owners in existing unincorporated "peninsulas" in the city's urban growth area to annex to the city.

Discussion: Unincorporated "peninsulas" are land areas of any size that are located outside of the city limits that have at least eighty percent of their boundaries contiguous to the city. RCW 35.13.182, allows the cities to resolve to annex such areas (in existence before June 30, 1994) subject to referendum for forty-five days after passage following the adoption of the annexation ordinance.

LU 9.3 City Utilities

Require property owners requesting city utilities to annex or sign a binding agreement to annex when requested to do so by the city.

LU 9.4 Readily-Identifiable Boundaries

Use readily identifiable boundaries, such as lakes, rivers, streams, railroads, and highways, to define annexation areas wherever possible.

Discussion: Permanent physical features provide city limit boundaries that are easy to identify and understand. Streets or roads may be used where appropriate. However, streets and roads are generally less suitable boundaries because of utility access issues.

LU 9.5 Community Impacts

Evaluate all annexations on the basis of their short and long-term community impacts and benefits.

Discussion: If the annexation includes proposed development, consideration of the proposal should include an analysis of the short and long-term impacts on the neighborhood and city in terms of all services required, including water, sewer, urban runoff, roads, schools, open space, police and fire protection, garbage collection, and other services.

LU 9.6 Funding Capital Facilities in Annexed Areas

Ensure that annexations do not result in a negative fiscal impact on the city.

Discussion: In general, property owners in annexing areas should fund the public facility improvements necessary to serve new development in a manner that is consistent with applicable City of Spokane policies and regulations. If an area annexing to Spokane requires public facility improvements to correct health and safety related problems, the property owners within the annexed area should fund these improvements. If an area annexing to Spokane has public facilities that do not meet City of Spokane standards and the property owners or residents want to improve the facilities to meet city standards, the property owners should fund those improvements, or the proportion of those improvements, that do not have a citywide benefit. Public facility improvements within annexed areas that have a citywide benefit should be considered for funding through city revenues as part of the Spokane capital facilities and improvements planning processes.

LU 9.7 City Construction Standards

Require utilities, roads, and services in the city's urban growth area to be built to city standards.

Discussion: Interlocal agreements are a mechanism that should be used to apply these standards to the urban growth area. Requiring these facilities to be built to city standards will assure that they meet city standards at the time of annexation of these areas to the city.

LU 9.8 City Bonded Indebtedness

Require property owners within an annexing area to assume a share of the city's bonded indebtedness.

Discussion: When property is annexed to the city, it becomes subject to all city laws. It is also assessed and taxed in the same way as the property already in the city. As a result, annexed areas are required to help pay for the outstanding indebtedness of the city approved by voters prior to the effective date of the annexation.

☐ LU 10 JOINT PLANNING

Goal: Support joint growth management planning and annexation requests, which best meet the Comprehensive Plan's development goals and policies.

Policies

LU 10.1 Land Use Plans

Prepare land use plans in cooperation with Spokane County for the urban growth area to ensure that planned land uses are compatible with adopted city policies and development standards at the time of annexation.

LU 10.2 Special Purpose Districts

Confer with affected special purpose districts and other jurisdictions to assess the impact of annexation prior to any annexation.

Discussion: Where possible, boundaries should be mutually resolved by the jurisdictions involved before any final action is taken on a formal annexation petition.

LU 10.3 Existing Plans

Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed.

LU 10.4 Permitted Uses

Discourage annexations when the sole purpose is to obtain approval of uses not allowed by county regulations unless the proposal is consistent with an adopted joint plan and with city standards and policies.

LU 10.5 UGA Expansion

Establish a forty-year planning horizon to address eventual expansion of UGAs beyond the twenty-year boundary required by the Growth Management Act.

Discussion: The purpose of the longer planning period is to ensure the ability to expand urban governmental services and avoid land use barriers to future expansion of the twenty-year UGA boundary. Within the urban reserve areas, densities and land use patterns should be established that do not preclude later subdivision to urban densities.

To identify urban reserve areas, it is necessary for the city and Spokane County to work together to identify the amount of land necessary to support the next 40 years of growth. Factors that need to be considered include the ability to provide public services and facilities and carrying capacity issues, such as water quantity and air quality.

ABOUT SPACE!

STORAGE CENTER

3715 East 55th Avenue
Spokane, Washington 99223
(509) 443-0484 ♦ Fax (509) 443-9484

RE: Annexation Proposal

We are the owners of About Space Storage located at 3715 E 55th Ave, in Spokane County. This 3 acre parcel is located at the east end of the proposed annexation into the city. It is a triangular property surrounded by the Palouse Hwy., 55th Ave., and Freya. It is zoned Community Commercial. We have owned the property since 2002.

While we receive city water and sewer services, all other services i.e., fire protection, roads, snow removal; Sheriff, etc. are provided by Spokane County. Over the past couple of weeks, we have been in contact with many city and county departments trying to determine the impact the proposed annexation would have on our business. No one has been able to give us a definitive answer other than we would be required to obtain a city business license, that the tax levy rate probably would be about the same and that some of the city water fees would be reduced but other fees would be added to make that a draw. We have not been able to form a conclusion on the immediate financial impact based on the information we have received.

The one long term issue that we have researched and have formed an opinion on is zoning. If the annexation is approved we definitely want the property to be zoned General Commercial. This is a small family business which supports 4 families, in addition to ours, and it has been our hope for it to support us throughout our lives. A change to a more restricted zoning, such as center and corridors, would have a negative financial impact on our long term goals.

Thank you for considering our concerns.

Dale and Deanna Bright

RECEIVED
NOV 17 2015
PLANNING & DEVELOPMENT

November 16, 2015

Ms. Jo Anne Wright
Associate Planner
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201

KELLY E. KONKRIGHT
Admitted In: Washington
Direct Fax: (509) 363-2484
Direct Dial: (509) 623-2011

Re: Proposed City of Spokane Comprehensive Plan Land Use and Zoning Amendments for
the Spokane Housing Ventures Annexation
Public Comments of The Moody Bible Institute of Chicago

Dear Ms. Wright:

On behalf of The Moody Bible Institute of Chicago ("Moody"), I submit this public comment in response to the Notice of SEPA Determination and Proposed City of Spokane Comprehensive Plan Land Use and Zoning Amendments for the Spokane Housing Ventures Annexation.

Moody is a non-profit Christian organization which operates a ministry in several states. This ministry includes religious higher education, operation of Christian radio stations, and operation of a Christian publisher. As part of its ministry, Moody owns and operates a radio tower and station located at 5408 S. Freya Street just outside the City's boundaries on the South Hill. Moody owns approximately 9 acres of land at this address consisting of parcel numbers 34032.0405; 34032.0432; and 34032.0433. Moody has operated this station for more than forty (40) years.¹

Under the Spokane County Zoning Code, Moody's property is zoned Low Density Residential ("LDR"). In the proposed annexation, the City has stated it plans to zone the property as Residential Single Family ("RSF"). This change of zoning will restrict the range of uses for which this property can be used more than the current zoning under the Spokane County Zoning Code, and eliminate some entities who may otherwise have been interested in purchasing the land.

The specific uses that are allowed under the current County LDR zoning that will no longer be allowed under the City's RSF zoning are as follows:

¹ Moody also operates two (2) branches of its post-secondary higher education program in Spokane, WA where students can earn a four (4) years bachelor's degree in multiple disciplines.

- Community residential facilities;
- Crisis residential center;
- Row housing;
- Family day-care provider;
- Child day-care center;
- Garden sales;
- Golf course;
- Home industry;
- Home profession; and
- Transit facilities.

As a non-profit religious organization, Moody relies heavily on donations and maintaining the value of its assets in order to fund its ministry. The proposed RSF zoning the City plans to impose through the annexation will negatively impact the value of Moody's property, and have a corresponding detrimental impact on Moody's ministry.

It is important to also note that the Spokane Transit Authority ("STA") recently contacted Moody to indicate that it is exploring potential acquisition of the Moody property as a terminal for "park and ride" bus service. While Moody understands that STA is only in the preliminary planning phases for this project and no offer has been made to Moody regarding the acquisition of its property, we wish to make you aware that STA would be prevented from proceeding with this project under the proposed RSF zoning classification.

Upon review the City's proposed annexation as a whole, it is readily apparent that the ministry's parcels are the only property in the annexation area that will be zoned RSF. The other properties along 55th Avenue between Regal Street and Freya Street (as well as the parcel at the east corner of 55th Avenue and Freya Street) are zoned primarily Community Business ("CB") and the parcel immediately adjacent to Moody's land is zoned Residential Multi-Family ("RMF"). In other words, its RSF property will be sandwiched between RMF and CB on one side, and CB on the other side. It will be an island of RSF zoning stuck in a sea of CB and RMF properties. Moody submits that as part of the annexation, all three Moody parcels should receive similar zoning (i.e. either RMF or CB) consistent with the other properties impacted by

the annexation. Alternatively, Moody requests that the City exclude the Moody parcels from the annexation so that it can keep the current County zoning classification.

The current zoning of LDR will be restricted by a change to RSF. However, the next higher land use zone, RMF, will allow Moody all the uses it is currently allowed under the LDR zoning. For example, duplexes, community residential facilities, outdoor recreation (i.e. golf courses), and limited office (currently allowed under the current LDR zone) would all be allowed under the RMF zone, but not allowed under the RSF zone. Per Moody's real estate broker, zoning the land RMF upon annexation will maintain the current value of Moody's property.

This is consistent with the County's current comprehensive plan. The County's plan provides for Low Density Residential uses of the Moody property – its current zoning. Zoning the property as RMF will enable Moody to benefit from all the uses allowed under the County's comprehensive plan, whereas the proposed RSF designation will not.

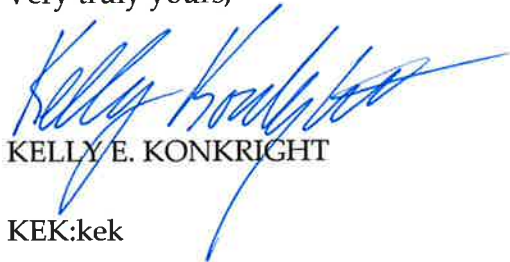
Similarly, zoning the property as RMF is consistent with the City's Comprehensive Plan ("Comp Plan") policies. There are no provisions in the Comp Plan which prevent the City from zoning Moody's property as either RMF or CB. Indeed, DP 1.4 of the Comp Plan states the "development needs to take into account the context of the area and should result in an improvement to the surrounding neighborhood." This policy supports comparable uses of property within the annexed zone. Having an RSF zone between lands zoned as CB on both sides of the Moody parcels is out of context with the CB zones.

Finally, this is consistent with the Revised Code of Washington. Pursuant to RCW 35.14.177, Spokane City can develop a comprehensive land use plan for areas outside the City limits, but inside its Urban Growth Area, to be effective upon annexation. In this case, it does not appear the City has gone through this procedure for the Moody property. Enclosed as **Attachment A** is that portion of the City's Land Use Plan map which depicts the proposed annexation area (i.e. 55th Avenue between Regal Street and Freya Street). As can be seen, while the most western section of the annexed area has a pre-planned zoning designation, the remainder of the property inside the annexed area does not. There is no barrier to the City zoning the Moody property as either RMF or CB.

For the foregoing reasons, Moody Bible Institute respectfully requests the City of Spokane Planning Commission and City Council to allow for RMF or CB zoning for its land within the proposed area to be annexed into the City limits. Such zoning will enable Moody to maintain the value of an important asset, and will enable it to make all the uses currently available to it under the County's current zoning. Alternatively, Moody requests the City to exclude the Moody parcels from the annexation.

Ms. Jo Anne Wright
November 16, 2015
Page 4

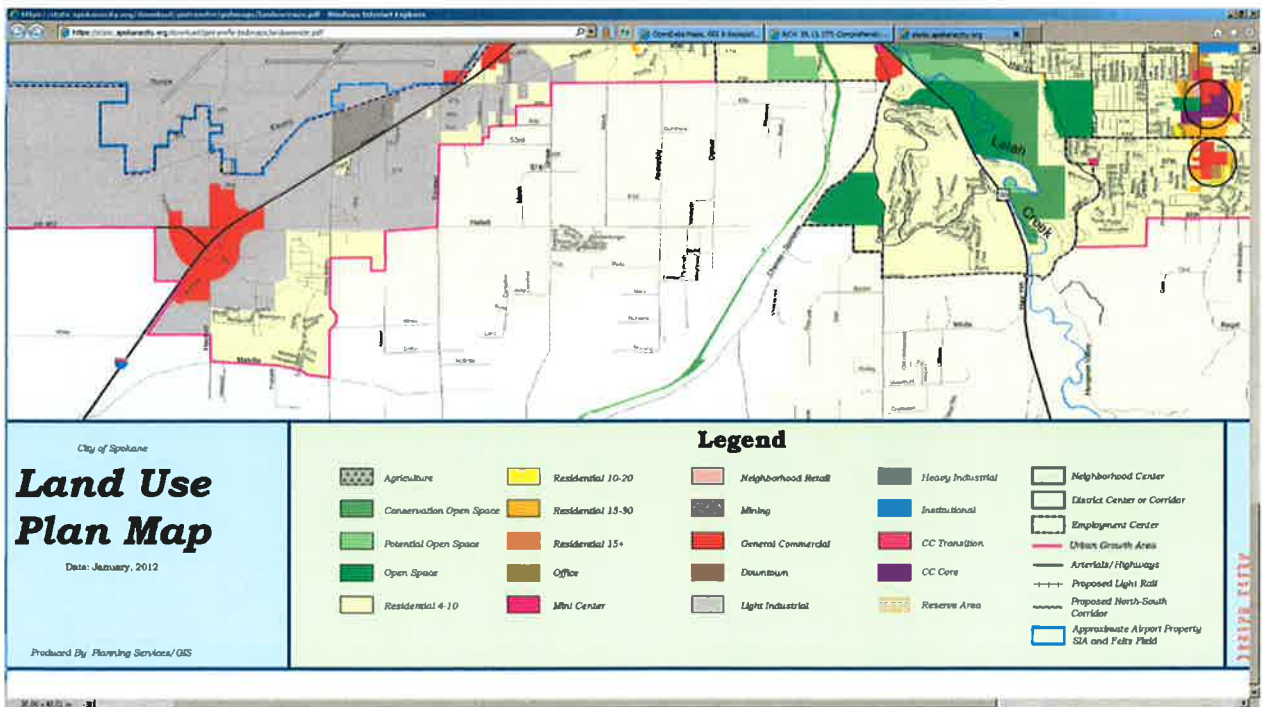
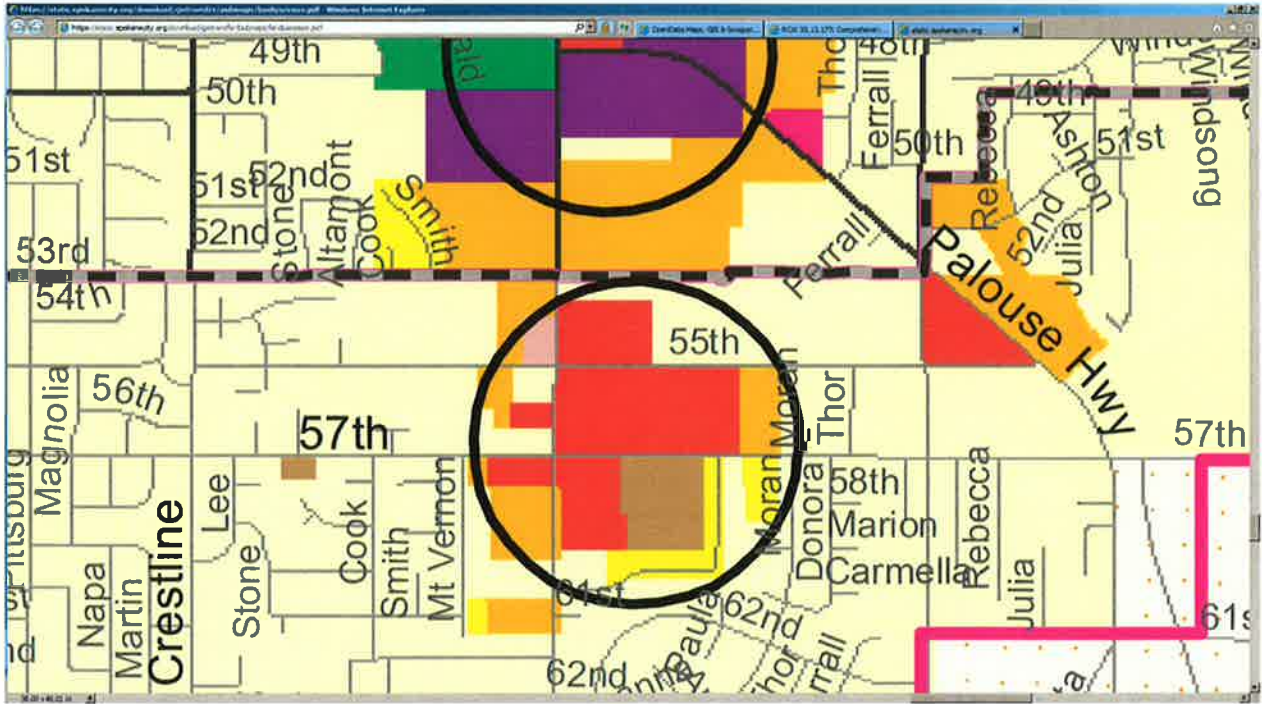
Very truly yours,



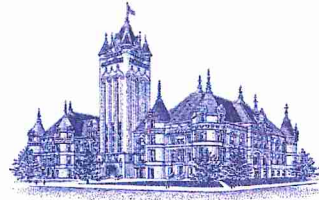
KELLY E. KONKRIGHT

KEK:kek

Attachment A



Memo



SPOKANE COUNTY
PUBLIC WORKS DEPARTMENT
Division of Engineering and Roads
Transportation Engineering
1026 West Broadway Avenue
Spokane, WA 99260-0170
(509) 477-3600 Fax (509) 477-7655
sengelhard@spokanecounty.org
gbaldwin@spokanecounty.org

Planner: Jo Ann Wright, Planning and Development
From: Scott Engelhard, Spokane County Engineering *Scott Engelhard*
File #: 2015 SHV.
Date: November 18, 2015
RE: Comprehensive Plan Land Use Map and Zoning Map Changes

Jo Ann, thank you for chatting with me briefly on the phone this morning regarding the hearing status of the above referenced application.

Spokane County Engineering has no specific comments regarding the Planning Commission consideration of Comprehensive Plan and Zoning Map changes should the proposed area be annexed into the City of Spokane.

Spokane County Engineering would like to comment for the record that should the City of Spokane proceed with the annexation application, that the adjacent streets and roads surrounding the proposed area also be included as part of the final annexation. Specifically, the adjacent streets and roads surrounding the proposal are the Palouse Highway, 55th Avenue and Regal Street.

It is my understanding that there will be additional opportunity to comment on the annexation application as the process continues.

end

Spokane Housing Ventures Annexation

Comments from the Southgate Neighborhood Council

The Area



Land Use

One area of concern we have is the differentiation of the Land Use and Zoning designations in the alternative plan. The large CC parcels already in Southgate are designated CC-Core for Land Use and CC2-DC for zoning. We are wondering why the city-proposed alternative splits the Land Use and Zoning designations into General Commercial and CC2-DC. We would like to see them match the other CC zones in our neighborhood to maintain uniformity in their development. During discussions that led to the creation of the Southgate District Center back in 2005/06, it was explained to the Southgate Neighborhood Council that that city would not be creating any more General Commercial areas in Spokane and that dense, commercial development would happen only within the Center and Corridor designation. Why has the policy changed? When did it change?

Zoning

In an email on May 18, 2015, Acting Planning Director Louis Meuler stated that the department's intention was to use Spokane Comprehensive Plan policy LU 10.3 as guidance when considering the zoning designation for these properties.

LU 10.3 – Existing Plans

Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed.

Southgate finds it appropriate to follow this policy as the city considers how to integrate these properties into the Southgate neighborhood. The mix of developing mixed use, established community commercial, and open low-density designated parcels provides a good blend of new land to our neighborhood. Given that the majority of the proposed annexed area is currently in the County's Mixed Use zoning, Southgate believes that the city should seek to maintain that designation as this land becomes part of our neighborhood.

According to County Zoning Code Chapter 14.608.100, the intent of Mixed Use zoning is to, "implement the Mixed-use Area, Community Center and Urban Activity Center categories of the Comprehensive Plan. These mixed-use categories encourage development that fosters pedestrian activity, supports transit, and provides for a mix of diverse land uses. **The Mixed-use zone supports many activities of daily life that can occur within easy walking distance, giving independence to those who do not drive.** Mixed-use areas support higher intensity

development, but compatibility of uses is ensured through special design standards. Mixed-use areas often provide a central focus point with transportation linkages to the broader community.”

When you compare this intent with the various zoning classifications in the Spokane Municipal Code (SMC) you see that it aligns most directly with our Center and Corridor Zoning as outlined in SMC 17C.122.010, “The intent of center and corridor regulations is to implement the goals and policies of the comprehensive plan for centers and corridors. These areas are **intended to bring employment, shopping, and residential activities into shared locations** and encourage, through new development and rehabilitation, new areas for economic activity. New development and redevelopment is encouraged in these areas that promotes a relatively cohesive development pattern with a mix of uses, higher density housing, buildings oriented to the street, screened parking areas behind buildings, **alternative modes of transportation with a safe pedestrian environment**, quality design, smaller blocks and relatively narrow streets with on-street parking.”

It is Southgate’s view that designating the Land Use and Zoning Center and Corridor is the best way to meet the intent of the Comp Plan policy cited by Mr. Meuler.

The Vision

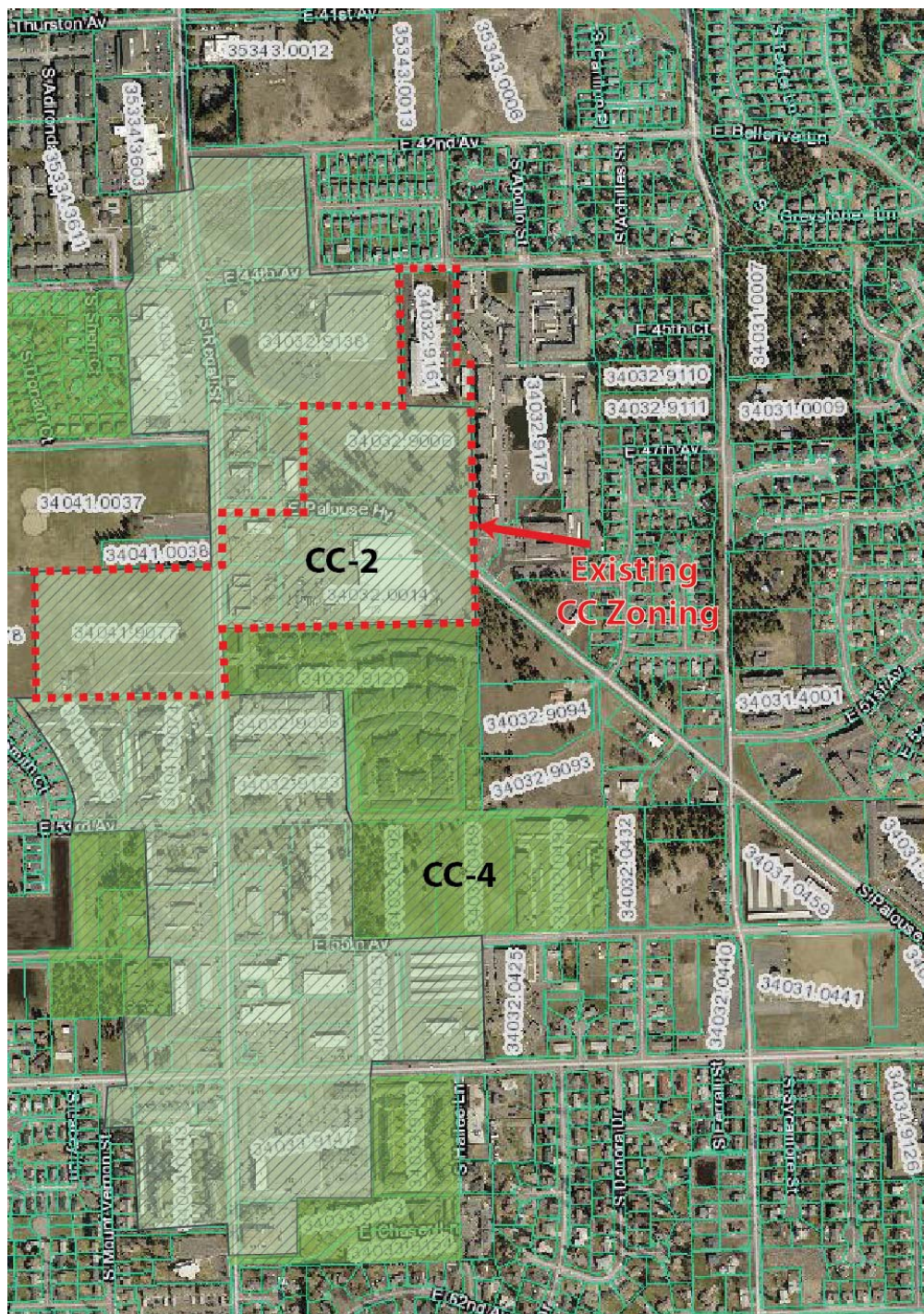
In early September, the neighborhood met with city staff to discuss the annexation and proposed the following zoning for the parcels (see image below). The city can annex the Mixed Use properties and designate them as a combination of CC-2 and CC-4 to meet the intent of the County zoning and the reality of the projects in development. The CC-2 pedestrian enhanced/auto-accommodating zoning will encourage the development of pedestrian-oriented commercial projects in the 8-acres adjacent to Regal Street and the CC-4 zoning for the apartment parcels will accommodate those projects as well. This vision has been modified and incorporated into the City’s “alternative” option.



The total area of these CC designated parcels (27 acres) are larger than the CC zones found at 29th and Grand Ave., the Perry District, and 14th and Grand Ave. This area has the potential to align with our Comprehensive Plan’s vision for a high-density, mixed-use area. To zone it as purely commercial and residential is to violate LU 10.3 and fall short of the standards we have set for ourselves as a community.

A Bigger Vision

Beyond the current annexation question, Southgate would suggest the city expand its vision to look at the Southgate/Moran Prairie area as a whole. There are already three designated District Centers along Regal Street within 2 miles of each other: Lincoln Heights, Southgate, and 57th and Regal Street. The annexation of the properties at the southern edge of our neighborhood point to a need for broader planning for the future annexation of the land already in the Urban Growth Area which extends clear to 65th Ave. to the south and Glenrose Road to the east. In this immediate case, the city should look to see how these three Centers are connected or can be connected with a comprehensive and holistic plan that enacts the vision of our city as state in the Comprehensive Plan.



Two Alternatives

The city planning staff is proposing two alternatives to the land use and zoning of the proposed annexed area. One would create a Community Business zone along Regal Street, the other would reflect a version of the thoughts laid out by Southgate Neighborhood Council above which includes creating Center and Corridor zoning along Regal Street. The Southgate Neighborhood Council would recommend the Plan Commission and City Council adopt the “alternative” plan being proposed by the City. The Center and Corridor zoning is more in line with the intent of the County’s Mixed Use zoning (as outlined above). It could even recommend revising the Land Use and Zoning to match the mixed CC-2/CC-4 zoning the neighborhood proposed back in September.

The Center and Corridor Land Use and Zoning is also better aligned with the city-adopted Southgate Neighborhood Connectivity Plan and would provide a better neighborhood commercial development for the large number of high-density residential developments nearby (over a dozen within a quarter mile). Pedestrian-oriented land use and zoning could help create the type of vibrant, walkable neighborhood that is the goal of the Spokane Comprehensive Plan and the stated goal of such lauded developments as Perry Street, Kendall Yards, and the East Sprague Redevelopment Project. In either case, the neighborhood urges the city to include ADA/Pedestrian access along 53rd and 55th clear to Regal Street. As the design stands right now, there is limited access along those streets for residents of the apartments along 55th to the transit corridor on Regal Street.

Creating desirable, livable neighborhoods is an intentional exercise, it cannot be achieved by maintaining or accepting the status quo. Pedestrian-oriented development at this location can be built up over time to connect with the growing Southgate District Center and the Comp Plan-designated Center at 57th and Regal Street. We thank you for your time and consideration and look forward to continued dialogue and input with the city as we work to implement our neighborhood plans.

Thank you,
Ted Teske, Chair, Southgate Neighborhood Council
Kerry Brooks, Chair, SNC Land Use Committee

December 1, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Nancy Isserlis
City Attorney
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Jo Anne Wright
City of Spokane Planning & Development
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Re: Cyrus Vaughn and Vaughn's 57th Avenue, LLC v. City of Spokane

ER 408 COMMUNICATION

Dear Mayor Condon, Ms. Isserlis, and Ms. Wright:

We represent Cyrus Vaughn and his company, Vaughn's 57th Avenue, LLC, with regard to the City's threatened regulatory taking of his company's commercial retail property located at Regal and 57th Avenue. The City of Spokane has recently announced plans to hold a hearing to change land use zoning designations relating to the proposed annexation of land parcels in Spokane County to the City of Spokane. This proposed annexation includes property of Spokane Housing Ventures and property owned by Vaughn's 57th Avenue, LLC, bounded by the Palouse Highway and Regal Street to the east and west, and 53rd Avenue and 55th Avenue to the north and south.

December 1, 2015

Page 2

As you are aware, Mr. Vaughn's company owns 8 acres of commercial property within the proposed annexation area. His company's land currently has a Spokane County land use designation of Mixed Use. This of course allows Mr. Vaughn and his company to develop their property free of significant restrictions, including free of restrictions on where drive-through facilities can be located. This zoning designation and capability is critical to attracting tenants that require easy access and high-visibility from the street. Such capabilities and facilities are necessary to attract highly-desirable and profitable tenants such as fast-food restaurants and cafes, as well as other high-rent, major retailers eager to capitalize on the foot and vehicle traffic generated by such establishments.

The current land use and zoning designation allowing Mr. Vaughn and Vaughn's 57th Avenue, LLC to develop such drive-through facilities was thus critical and foremost to Mr. Vaughn and his company's original decision to acquire this property. In direct reliance on this capability, Vaughn's 57th Avenue, LLC proceeded to purchase the property located at 5311 South Regal Street on October 29, 2013 for \$685,000. Shortly thereafter on November 1, 2013, Mr. Vaughn's company also purchased parcel numbers 34032.0412, 34032.0446, 34032.0447, and 34032.0481 located along 57th Avenue for the amount of \$2,8253,000. The total purchase price for the aggregated parcels of property came to \$3,510,000. Mr. Vaughn and his company thereafter proceeded to invest an additional \$2,125,559.88 in developing this property for its intended retail use, again in direct reliance on the ability to develop the property in a manner consistent with the needs of the intended retail tenants requiring property that could accommodate drive-through facilities between the street and buildings.

Upon learning in April of this year that the City of Spokane was contemplating annexation including the property owned by Mr. Vaughn's company, Mr. Vaughn immediately had his land use attorney contact the City of Spokane to inquire into whether and how any potential future annexation of the property might affect the property's land use and zoning designation with respect to its intended retail uses. He was assured by City officials that if annexation were to be approved, his company's property would be zoned for General Commercial or Community Business use, both of which he was advised would afford similar capabilities. He was also told neither designation would impact or restrict his ability to locate and develop any planned drive-through facilities.

Mr. Vaughn has invested nearly \$6,000,000 in acquiring and developing this property in reliance on the uses permitted under the property's current County zoning, including the ability to locate drive-throughs between the buildings and street. Mr. Vaughn and his company have further relied upon the City's representations and

December 1, 2015

Page 3

promises that any zoning change caused by a future annexation would have no significant effect on their development plans with respect to this capability. Now, the City of Spokane has recently advised Mr. Vaughn that the proposed Spokane Housing Ventures annexation may in fact result in a Centers and Corridors Type 2 ("CC-2") City zoning designation change. This is directly contrary to how he was told the property's current County designation of Mixed Use would be addressed. Unlike the current designation or the General Commercial or Community Business designations which the City had assured Mr. Vaughn would result from any annexation involving his company's property, a CC-2 designation drastically alters development plans prohibiting the location of drive-throughs between buildings and the street.

This newly-proposed restriction is entirely unacceptable to our clients and to the prospective tenants they seek to attract, as it deprives them of the uses for which they originally purchased and invested in developing this property. Indeed, already, the mere threat that this designation may be applied to the land owned by Vaughn's 57th Avenue, LLC has resulted in the loss of two prospective tenants unwilling to run the risk of even considering leasing property that may be subject to drive-through restrictions as proposed by a CC-2 designation. Mr. Vaughn has been further advised that absent the ability to attract such tenants and establishments, other highly desirable and lucrative tenants will likewise look to lease elsewhere. It is expected the direct result of a land use change to a CC-2 zoning designation will be to diminish the value of Mr. Vaughn and his company's investment and improvements by approximately 50%.

Should the City of Spokane use this alternative proposed zoning designation of CC-2 or otherwise zone or regulate Vaughn's 57th Avenue, LLC's land so as to restrict uses, and especially the location of drive-through facilities, this constitutes an unconstitutional taking of Mr. Vaughn and his company's property. This threatened regulatory taking is not only ill-advised, but there is also simply no need for this restrictive designation with regard to the proposed annexation area. There is no factual or legal justification for depriving Mr. Vaughn and his company of the property they purchased and the value of the investments they have made in direct reliance on the current use permitted, which the City subsequently assured them would not be affected or hindered by any proposed annexation.

Accordingly, enclosed you will find a Claim for Damages identifying Mr. Vaughn and Vaughn's 57th Avenue, LLC's demand for just compensation in the amount of not less than \$3,500,000 for the taking and damaging of their property implicated by the City's threatened annexation and alternative zoning designations. This claim obviously becomes moot and will be withdrawn if the City simply confirms in writing that

December 1, 2015

Page 4

Vaughn's 57th Avenue, LLC's property will remain zoned consistent with its present designation, and the City's prior representations that in the event of annexation, development will still be allowed in accordance with the same uses and capabilities permitted under the current Mixed Use County designation. If Mr. Vaughn does not receive these assurances by 12:00 p.m. on Monday, December 7th, 2015, he will be forced to proceed accordingly.

Very truly yours,


DUNN & BLACK, P.S.

ALEXANDRIA T. JOHN
ROBERT A. DUNN

Enclosure

cc: Cyrus Vaughn

CLAIM FOR DAMAGES
CITY OF SPOKANE, WASHINGTON

PLEASE PRINT
IN BLACK INK

Space for Clerk's Stamp

1. Claimant's Name: Cyrus Vaughn III & Vaughn's 57th Avenue, LLC

Residence: 520 W. Main Ave.

Spokane, Washington 99201

(List full address: Street, City, State, Zip Code)

Phone #: Home (509) 998-3508 Work (509) 747-3048 Birthdate: _____

2. Residence of claimant for six months prior to the time the claim of damages accrued (if different): _____

3. Name, address and telephone of owner of any damaged property if not given above: _____
TOTAL CLAIM: \$ Not less than \$3,500,000.00

4. CLAIM INCIDENT DATE: 11/25/2015 TIME: 10:00 a.m. PLACE: Regal & 57th Ave.

DESCRIPTION OF INCIDENT: (Give full account; describe how the City was at fault. List defects causing loss and City acts or omissions) See attached.

☒ Attachments (Attach additional sheets if necessary.)

5. Give an itemization of your claim, listing specific losses actually sustained or expected: Damages of not less than \$3,500,000 for the taking of Mr. Vaughn and Vaughn's 57th Avenue, LLC's property.

☐ Attachments (Attach bills, statements, estimates or other proof of your specific items of loss.)

6. Were any other persons involved in the incident? Give details with name, address and telephone: See attached.

7. Name, address and telephone of witnesses or persons with further information: See attached.

8. Is claimant willing to settle or compromise? If so, state amount acceptable as full settlement: \$ 3,500,000.00

NOTE: Please see Spokane Municipal Code 4.02.030 for further information on claim requirements.

MEDICAL INFORMATION DISCLAIMER: Per chapter 42.56 RCW (Public Records Act), a filed Claim for Damages and its attachments are subject to public disclosure. If you have any attachments to this claim containing medical information, please enclose those attachments in a sealed envelope marked with your name and the phrase "Medical Contents."

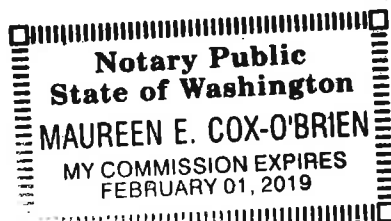
STATE OF WASHINGTON)
County of Spokane :)

I, Alexandria J. John (print name), being first duly sworn, on oath, depose and say: That I have read the foregoing claim, know the matter therein contained, and the same is true to the best of my knowledge.

SUBSCRIBED AND SWORN to before me this 25 day of November, 2015. Claimant attorney for Cyrus Vaughn and Vaughn's 57th Avenue, LLC

FILE COMPLETED FORM WITH:

Spokane City Clerk's Office
Fifth Floor, Municipal Bldg.
808 W. Spokane Falls Blvd.
Spokane WA 99201-3342
509-625-6350



Notary Public in and for the State of Washington,
Residing at Spokane Valley
My commission expires 2-1-19

December 1, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Nancy Isserlis
City Attorney
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Jo Anne Wright
City of Spokane Planning & Development
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December 1, 2015

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Very truly yours,

DUNN & BLACK, P.S.



ALEXANDRIA T. JOHN
ROBERT A. DUNN

Enclosure

cc: Cyrus Vaughn

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

4/11/2016

Date Rec'd

1/19/2016

Clerk's File #

ORD C35360

Renews #**Submitting Dept**

PLANNING & DEVELOPMENT

Contact Name/Phone

JO ANNE 625-6017

Contact E-Mail

JWRIGHT@SPOKANECITY.ORG

Agenda Item Type

Special Considerations

Agenda Item Name

0650 - ORDINANCE FOR SPOKANE HOUSING VENTURES ANNEXATION

Agenda Wording

An Ordinance relating to zoning for the area within the pending Spokane Housing Ventures Annexation and authorizing amendments to the City of Spokane Official Zoning Map. (Testimony will be taken on February 8, 2016/Action March 14, 2016.)

Summary (Background)

The City's Comprehensive Plan includes areas the City reasonably expects to annex into the City in the future, including the Spokane Housing Ventures Annexation area. On December 9, 2015, the Spokane Plan Commission held a public hearing on the proposed annexation and voted to recommend that the City Council approve the annexation and assign appropriate Zoning Map designations to the area, provided that parcels 34031.0459 and 34031.5201 east of Freya Street be removed from the annexation area.

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

WRIGHT, JO ANNE

Study Session**Division Director**

SIMMONS, SCOTT M.

Other

PED 11/16/15 - SPC

Finance

KECK, KATHLEEN

Distribution List**Legal**

RICHTMAN, JAMES

fperkins@spokanecity.org

For the Mayor

SANDERS, THERESA

jwright@spokanecity.org

Additional Approvals

jrichman@spokanecity.org

Purchasing

htrautman@spokanecity.org

ORDINANCE NO. C35360

AN ORDINANCE relating to zoning for the area within the pending Spokane Housing Ventures Annexation and authorizing amendments to the City of Spokane Official Zoning Map.

WHEREAS, a portion of the Urban Growth Area located on the southern boundary of the City of Spokane's corporate limits known as the Spokane Housing Ventures Annexation Area is proposed to be annexed into the City of Spokane; and

WHEREAS, State law authorizes local jurisdictions to prepare a proposed Comprehensive Plan Land Use Plan to become effective upon the annexation of any area which might reasonably be expected to be annexed; and

WHEREAS, the City of Spokane Comprehensive Plan policy - LU 10.3 Existing Plans states, *"Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed,"* and

WHEREAS, the proposed amendment to the City of Spokane Official Zoning Map converts the existing Spokane County zoning designations for the Spokane Housing Ventures Annexation Area to the closest corresponding City of Spokane zoning designations; and

WHEREAS, the Washington State Department of Commerce and appropriate state agencies were given the required 60-day notice before adoption of proposed changes to the zoning map on October 30, 2015; and

WHEREAS, the City of Spokane Plan Commission held workshops on the proposed Zoning map amendments on October 14, October 28, and November 11, 2015; and

WHEREAS, A State Environmental Policy Act (SEPA) Environmental Checklist was completed and a Determination of Non-significance issued for the proposal on October 19, 2015. The determination was circulated to agencies with jurisdiction and parties of interest. Notice of the determination was published in the Spokesman Review on October 19, 2015; and

WHEREAS, Notice of the proposal and of the Plan Commission's December 9, 2015 hearing was published in the Spokesman Review on November 25 and December 2, 2015. Adjacent jurisdictions and other interested agencies and parties were also sent email and mailed notifications of the hearing; and

WHEREAS, after consideration of the issues and public testimony that is a part of the record and summarized in the Plan Commission Findings of Fact, Conclusions,

and Recommendations adopted on December 9, 2015, the Plan Commission has forwarded its recommended amendments to the Comprehensive Plan and zoning map; and

WHEREAS, notices of the City Council's hearings have been posted in the Spokesman Review and the City's official Gazette; -- Now, Therefore,

The City of Spokane does ordain:

Section 1. That the Official Zoning Map is amended to include the zoning designations for the area within the pending Spokane Housing Ventures Annexation Area as shown on the attached map, and that the Director of Planning Services shall update the Official Zoning Map consistent with this amendment.

ADOPTED BY THE CITY COUNCIL ON _____

Council President

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Mayor

Date

Effective Date

**Spokane City Plan Commission
Findings of Fact, Conclusions, and Recommendations
Spokane Housing Ventures Annexation**

A recommendation of the City Plan Commission relating to the proposed Spokane Housing Ventures Annexation and related zoning map and Comprehensive Plan land use map designations for proposed annexation area.

Findings of Fact:

- A. The City of Spokane, pursuant to chapter 35.13 RCW, is authorized to annex land within an urban growth area and contiguous to the City's municipal boundary.
- B. The owners of certain property situated within the Spokane Housing Ventures Annexation Area filed a proper and sufficient Notice of Intent to commence annexation proceedings with the City.
- C. Following its receipt of said notice, the City Council held a public meeting with the owners and determined by Resolution 2015-0031 that the City would geographically modify the proposed annexation area to include the property lying between Regal Street on the west, Palouse Hwy on the east, 53rd Avenue on the North, and 55th Avenue on the South, as shown in the Spokane Housing Ventures Annexation Parcel Map attached hereto as Exhibit "A".
- D. Thereafter, a sufficient petition for annexation was filed with the City pursuant to RCW 35.13.130, signed by the owners of not less than 60 percent in value, according to the assessed valuation for general taxation, of the property for which annexation is petitioned, seeking annexation to the city of Spokane of an approximately 42-acre area within an urban growth area and contiguous to the City's southern municipal boundary, otherwise referred to as the Spokane Housing Ventures Annexation Area (the "Petition").
- E. On December 9, 2015, the Plan Commission held a hearing to obtain public comments on the annexation and the proposed land use and zoning designations for the Spokane Housing Ventures Annexation Area.
- F. The City of Spokane Comprehensive Plan policy LU 9, Annexation Areas, encourages the annexation of areas that are logical extensions of the City, and further encourages the use of readily identifiable boundaries, such as highways, to define annexation areas where possible. The Spokane Housing Ventures Annexation Area, as modified by City Council resolution 2015-0031, is a logical extension of the City's corporate boundaries and uses streets to make the new boundaries readily identifiable. Based on testimony by Fire District 8 and the owners of property on the east end of the modified annexation area (i.e., parcel no. 34031.0459), the western edge of Freya Street also provides a readily identifiable and logical corporate boundary.
- G. The City of Spokane Comprehensive Plan policy - LU 10.3, Existing Plans states, *"Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed."*

- H. Consistent with LU 10.3, and in the context of annexation of new areas to the City, proposed amendments to the City's Comprehensive Plan Land Use Map and Zoning Map should convert the existing Spokane County Comprehensive Plan Land Use designations and zoning for the Spokane Housing Ventures Annexation area to the closest corresponding City of Spokane land use and zoning designations.
- I. The existing Spokane County Comprehensive Plan Land Use Map and Zoning Map designations are illustrated on Exhibit "B". The City of Spokane Comprehensive Plan Land Use Map and Zoning Map designations reflected in Exhibit "C" are consistent with the City of Spokane Comprehensive Plan and particularly LU 10.3 relating to recognition of existing plans, and most closely match the land use and zoning designations currently in effect for the Spokane Housing Ventures Annexation Area in Spokane County.
- J. A State Environmental Policy Act (SEPA) Environmental Checklist was completed and a Determination of Non-significance issued for the proposal on October 19, 2015. The determination was circulated to agencies with jurisdiction and parties of interest. Notice of the determination was published in the Spokesman Review on October 19, 2015.
- K. Notice of the proposal and of the Plan Commission's December 9, 2015 hearing was published in the Spokesman Review on November 25, 2015 and December 2, 2015. Adjacent jurisdictions and other interested agencies and parties were also sent email notifications of the hearing.
- L. Spokane Municipal Code (SMC) Section 17G.020.010 "Comprehensive Plan and Development Standard Amendment Process" identifies terms and conditions for Comprehensive Plan amendments and Comprehensive Plan emergency amendments, and specifically recognizes that annexations will require amendment of the Comprehensive Plan land use map outside of the annual comprehensive plan amendment cycle.

Conclusions:

- A. The Plan Commission has reviewed all public comments and testimony received during the public hearing.
- B. Based on testimony from Fire District 8 and the owner of parcel no. 34031.0459, and based on the review of maps of the proposed annexation area, the western edge of Freya Street would provide a readily identifiable and logical corporate boundary.
- C. The City of Spokane Comprehensive Plan Land Use and Zoning designations set forth in Exhibit "C" are consistent with the goals and policies of the City of Spokane Comprehensive Plan, and particularly LU 10.3 relating to recognition of existing plans, and most closely match the land use and zoning designations currently in effect for the Spokane Housing Ventures Annexation Area in Spokane County
- D. All State and local public notice and participation requirements have been satisfied.

Recommendations:

By a vote of 5 to 1, and subject to the proviso set forth below, the Spokane City Plan Commission recommends that the City Council approve the Spokane Housing Ventures Annexation, as previously modified by the City Council, and that the City Council adopt the land use and zoning designations for the annexation area as are set forth in Exhibit "C" hereto, provided that parcels 34031.0459 and 34031.5201 be removed from the annexation area, and that the western edge of the Freya Street right-of-way form the eastern end of the annexation area.

By a similar vote, the Plan Commission also recommends that if the City Council is inclined to consider imposing center and corridor zoning on those western areas of the annexation area designated for community business zoning in Exhibit "C", then the City Council instead zone such property Community Business, subject to a development agreement between the City and the owner of such property imposing agreed upon design standards that shall apply to and govern development of the property.



Dennis Dellwo, President
City Plan Commission

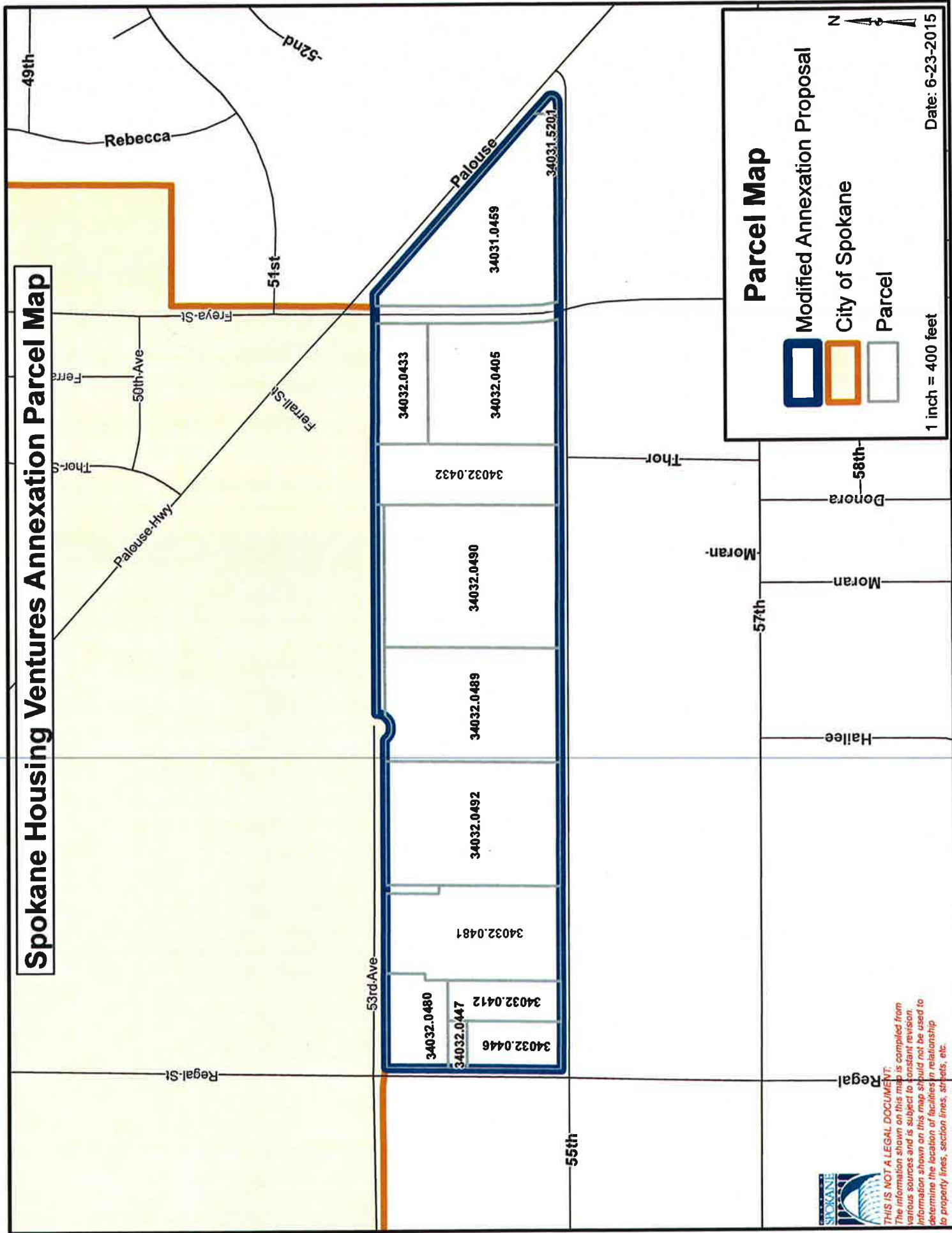
12-17-15
Date

EXHIBIT "A"

Spokane Housing Ventures Proposed Annexation

Parcel Map

Spokane Housing Ventures Annexation Parcel Map



THIS IS NOT A LEGAL DOCUMENT.
 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

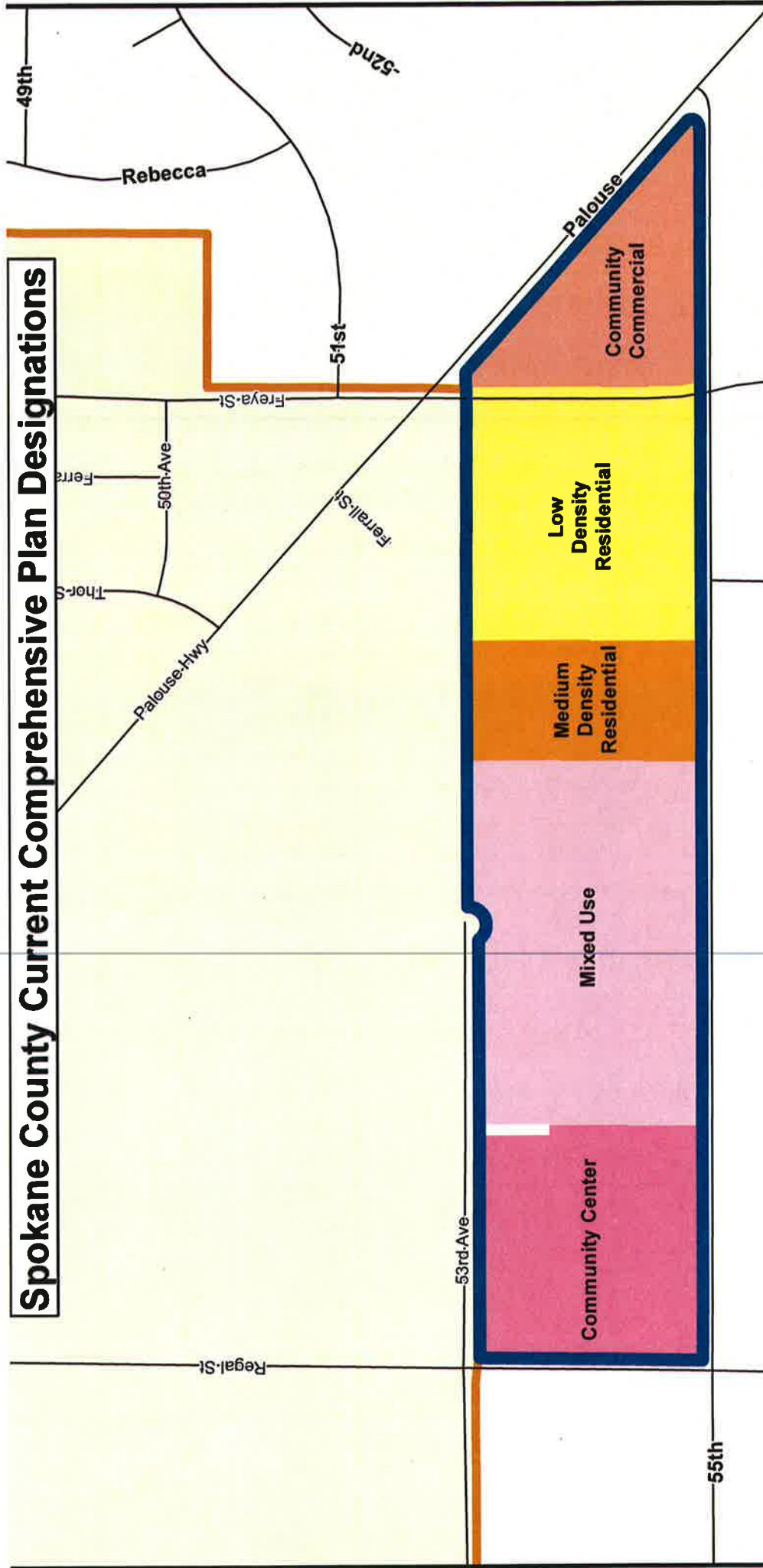
EXHIBIT "B"

Spokane Housing Ventures Proposed Annexation

Spokane County

Existing Comprehensive Plan Land Use Map and Zoning Map Designations

Spokane County Current Comprehensive Plan Designations



Landuse Plan Map

Modified Annexation Proposal
 City of Spokane

County Comprehensive Plan

	Low Density Residential
	Medium Density Residential
	Mixed Use
	Community Center
	Community Commercial

1 inch = 400 feet

Date: 6-23-2015



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 The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Spokane County Current Zoning Designations

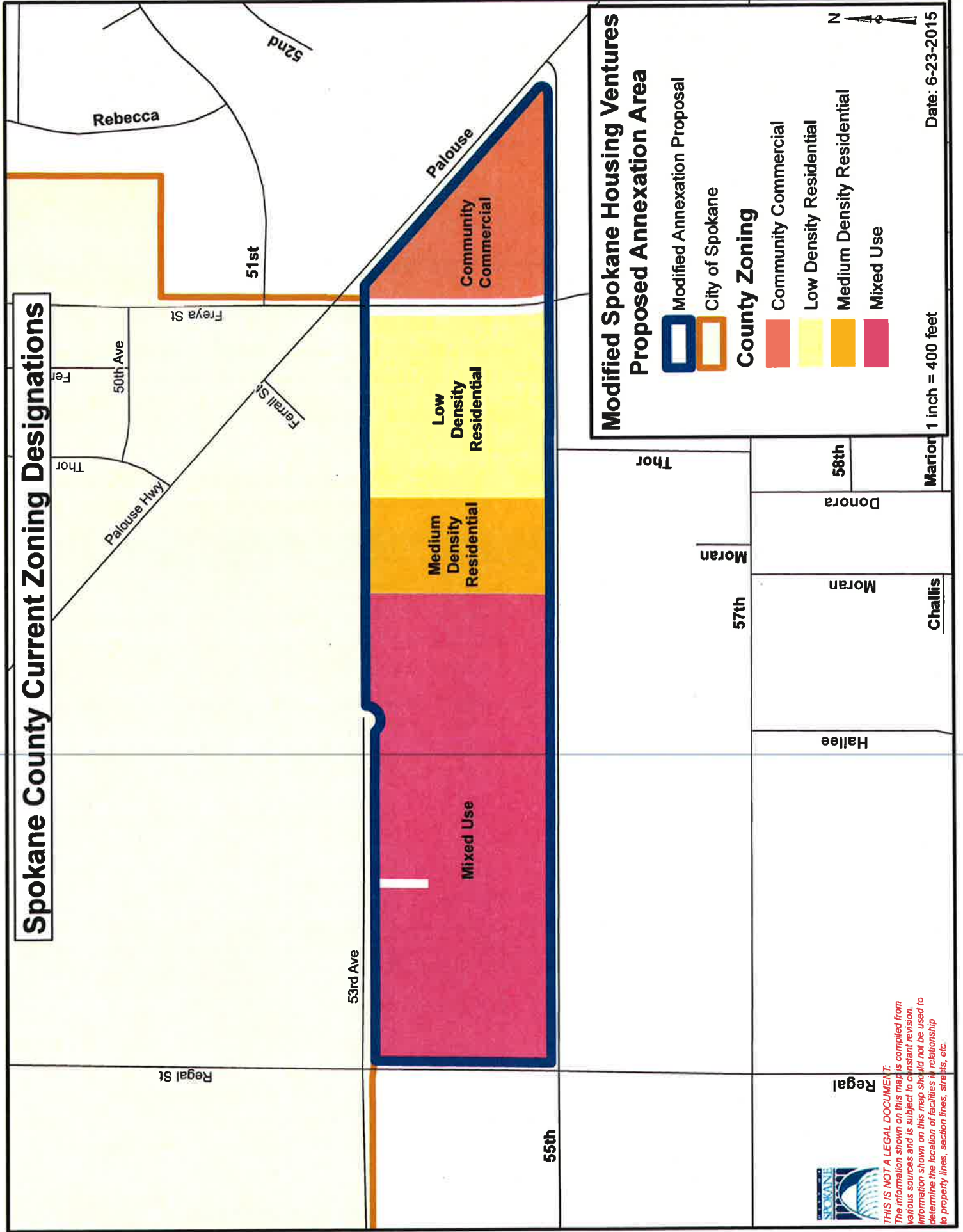


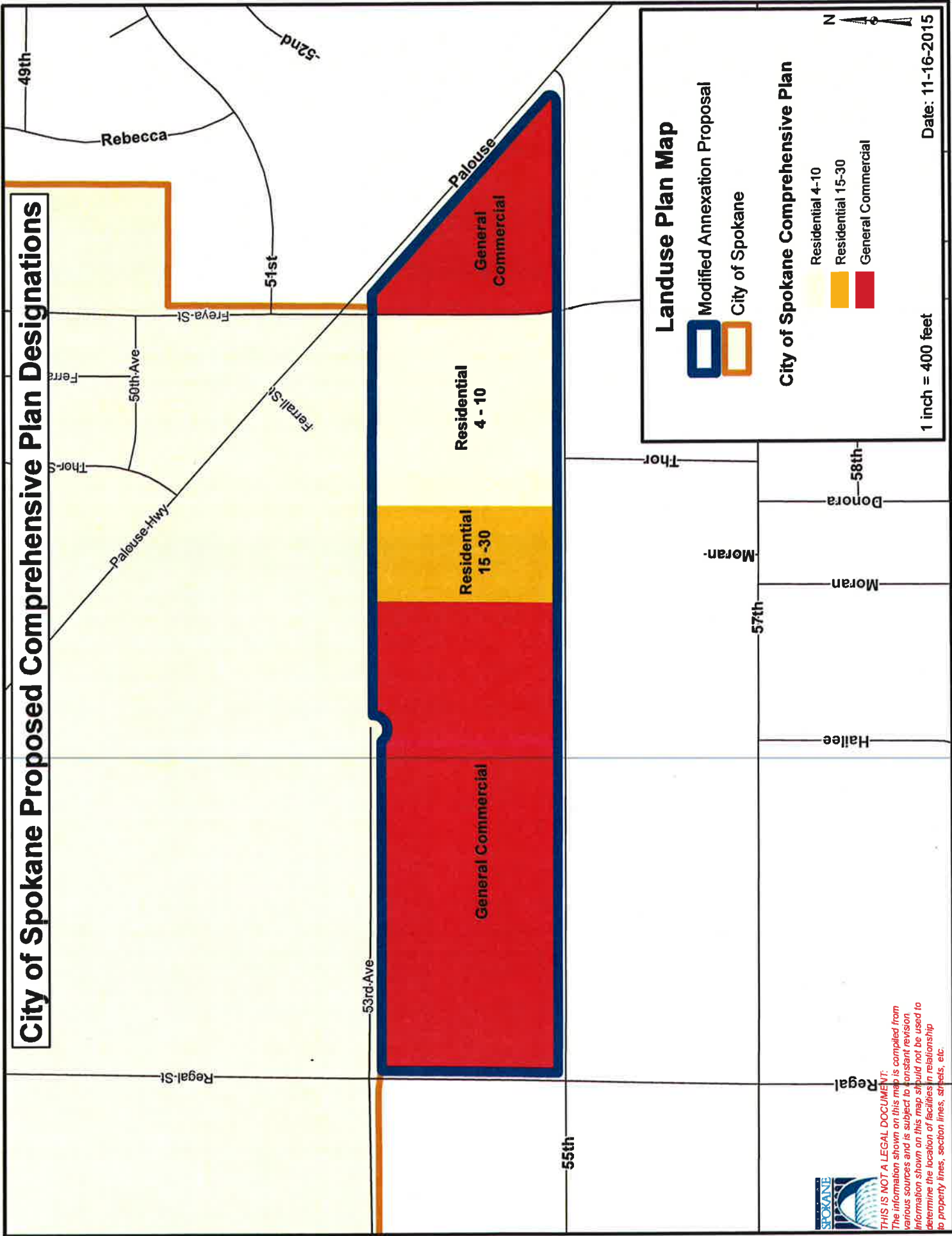
EXHIBIT "C"

Spokane Housing Ventures Proposed Annexation

City of Spokane

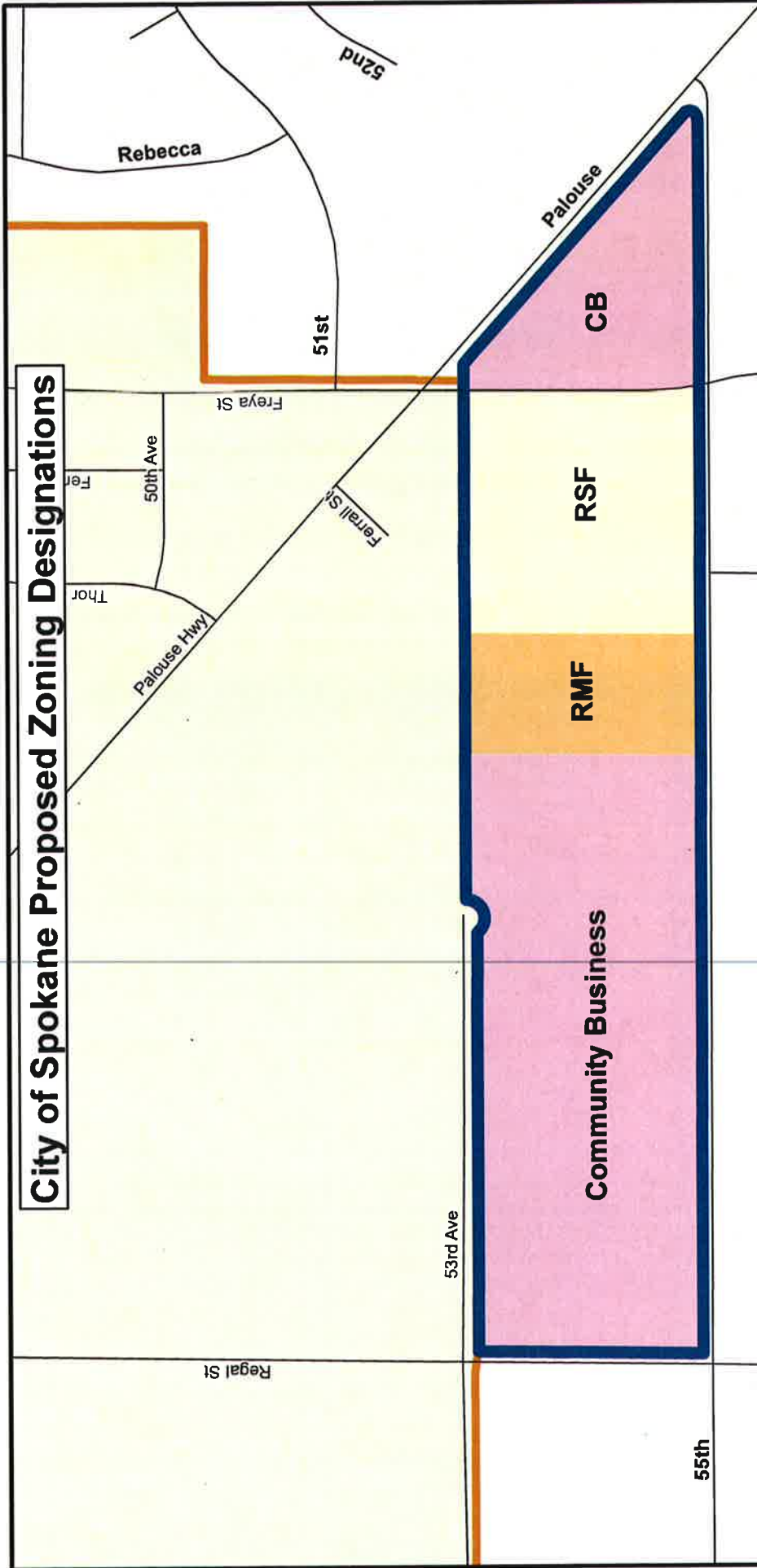
Proposed Comprehensive Plan Land Use Map and Zoning Map Designations

City of Spokane Proposed Comprehensive Plan Designations



THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

City of Spokane Proposed Zoning Designations





Modified Spokane Housing Ventures Proposed Annexation Area


 Modified Annexation Proposal

 City of Spokane

City of Spokane Zoning

 Residential Single-Family

 Residential Multi-Family

 Community Business

1 inch = 400 feet

Date: 11-16-2015



THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities in relationship to property lines, section lines, streets, etc.

Stanley M. Schwartz
Admitted in Washington & Idaho
email: sms@witherspoonkelley.com

October 27, 2015

Mr. Dennis Dellwo, President
City of Spokane Plan Commission
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3329

***Re: Spokane Housing Ventures
Parcel Numbers 34032.0409, 34032.0492, and 34032.0489***

Dear Mr. President and Plan Commission Members:

This letter is intended to provide background and information concerning the above annexation.

A. BACKGROUND.

1. Summer 2011, SHV and partnerships make request to be annexed to the City.
2. November 2011, matter deferred by City Council to allow City administration to evaluate boundaries for the annexation.
3. May 29, 2012, Mayor Condon recognizes partnerships affordable housing projects, but "rejects annexation at this time."
4. February 12, 2015, letter to Council President Ben Stuckart requesting annexation and providing background concerning installation of City water, sanitary sewer, and public street development to include execution of Connection/Annexation Agreements and payment of connection fees to the City.
5. April 20, 2015, Resolution No. 2015-0031. This City Council Resolution geographically modified the annexation proposal to include a statement that the City of Spokane will pursue this annexation in accordance with the direct petition method described in RCW 35.13.
6. August 26, 2015, letter to Interim Planning Director requesting that this annexation be placed before the City Plan Commission for consideration.

At the October 14, 2015, Plan Commission Meeting, City staff presented information suggesting that this annexation would not result in positive cash flow to the City general, EMS and utility funds. This was due in large part to the difference between the "in city" utility fees versus the

"out of city" utility fees. Notably, this exact same information was presented to the City Council.

Once again, the City presentation failed to take into consideration the significant capital investment by the proponent, which amounts to approximately \$1,027,281.00. See Attachment A. This constructed public infrastructure, city utilities and streets, was required by the City, in order benefit, support, and expand planned growth of the urban area. There is no doubt this infrastructure allows the City to collect additional connection fees, service charges, and other costs in the operation of its public utilities. Not to mention, additional sales and property tax will be generated from these properties following the annexation.

B. THE CITY COMPREHENSIVE PLAN.

Goal LU 9 entitled "Annexation Areas" states that the City supports annexations that support logical boundaries and reasonable service areas within the City's urban grow area, where the city has the fiscal capacity to provide services. LU 9.6 qualifies the "negative fiscal impact on the city" with regard to utilities and states

Property owners in annexing areas should fund the public utility improvements necessary to serve new development in a manner that is consistent with applicable City of Spokane policies and regulations.

It is without question that this annexation has satisfied the goals and policies of annexation set forth in the City Comprehensive Plan. See Attachment B.

The Spokane Housing Ventures annexation also fulfills policies in the housing chapter of the Comprehensive Plan that recognizes "few new housing units are developed that are affordable to lower income households." H-19. Special needs populations to include the physically disabled are in great need of affordable and subsidized housing located throughout the community. H 2.6, SH 4.2, and SH 4.2. Along with the affordable housing studies cited in the February 12, 2015 letter to Ben Stuckart, this annexation supports the Comprehensive Plan's affordable housing goals.

Finally, this annexation supports the City's affordable housing studies conducted pursuant to HUD regulations, and compliance with five goals set forth in the November 2014 "talking points on needs" for the "Spokane Consolidated Plan 2015-2020."


President Dennis Dellwo
October 27, 2015
Page 3

C. CONCLUSION.

It is requested on behalf of Spokane Housing Ventures that the Plan Commission forward to the City Council a recommendation to approve the Spokane Housing Ventures annexation.

Very truly yours,

WITHERSPOON • KELLEY



Stanley M. Schwartz

SMS/kh
Enclosure

ATTACHMENT A Annexation Request

Developer Constructed Improvements

Installed and Conveyed to the City the following Utilities:

a) Approx. 1000 feet of 8" Sanitary Sewer in 53 rd Ave:	Cost	\$160,000.00
b) Approx. 600 feet of water main in 55 th Ave	Cost	\$50,000.00

Streets and Walking Path Construction:

a) 600 feet of City Street/Sidewalk/Curb and Gutter in 53 rd Avenue with fire access to remainder of	Cost	\$126,000.00
b) 1400 feet of widening for City Street/Sidewalk/Curb and Gutter	Cost	\$133,000.00
a) 680 feet City Street/Sidewalk/Curb and Gutter for Fiske St. (for connectivity requirements).	Cost	\$132,000.00
b) 680 feet for Walking Path Connectivity	Cost	\$61,000.00

ROW deeded to City/County:

a) 53 rd ROW dedicated for street	Cost	\$125,000.00
b) Fiske ROW dedicated to meet City street connectivity	Cost	\$102,000.00
c) Walking Path to meet City connectivity requirement	Cost	\$34,000.00

TOTAL COST and Public Benefit for Utilities, Streets and ROW	\$923,000.00
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Hazel's Creek Regional Stormwater - Capital Cost Fees	\$104, 287.00
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<u>TOTAL BENEFIT TO CITY:</u>	\$1,027,281.00
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ATTACHMENT B:

Develop a broad, community-based process that periodically reevaluates and directs city policies and regulations consistent with the Visions and Values.

LU 7.3 Historic Reuse

Allow compatible residential or commercial use of historic properties when necessary to promote preservation of these resources.

Discussion: Preservation of historic properties is encouraged by allowing a practical economic use, such as the conversion of a historic single-family residence to a higher density residential or commercial use. A public review process should be required for conversions to a use not allowed in the underlying zoning district. Special attention should be given to assuring that the converted use is compatible with surrounding properties and the zone in which the property is located. Recommendations from the Historic Landmarks Commission and the Historic Preservation Officer should be received by any decision-maker before a decision is made regarding the appropriateness of a conversion of a historic property.

LU 7.4 Sub-Area Planning Framework

Use the Comprehensive Plan for overall guidance and undertake more detailed sub-area and neighborhood planning in order to provide a forum for confronting and reconciling issues and empowering neighborhoods to solve problems collectively.

☐ **LU 8 URBAN GROWTH AREA**

Goal: Provide an urban growth area that is large enough to accommodate the expected population growth for the next 20 years in a way that meets the requirements of the CWPPs.

Policies

LU 8.1 Population Accommodation

Accommodate the majority of the county's population and employment in urban growth areas in ways that ensure a balance between livability, preservation of environmental quality, open space retention, varied and affordable housing, high quality cost-efficient urban services, and an orderly transition from county to city jurisdiction.

LU 8.2 Urban Growth Area Planning

Plan with Spokane County for the unincorporated portions of the urban growth area.

Discussion: Planning for the urban growth area should include the adoption of consistent land use designations, policies, and development standards, as well as the identification and preservation of natural environmental features.

LU 8.3 Growth Boundary Establishment

Establish an urban growth area boundary, consistent with the CWPPs, that provides enough land to accommodate the urban growth area's projected growth for the next 20 years.

LU 8.4 Urban Land Supply

Regularly monitor the relationship between land supply and demand to ensure that the goals of the comprehensive plan are met.

Discussion: To assure that land supply is adequate, the land supply should be regularly monitored. Particularly important at the onset of the identification of an urban growth boundary, regular monitoring can allow the city and Spokane County to make adjustments as necessary.

LU 8.5 Growth Boundary Review

Review the urban growth area boundary at least once every five years relative to the current Office of Financial Management's twenty-year population forecast and make adjustments, as warranted, to accommodate the projected growth.

LU 9 ANNEXATION AREAS

Goal: Support annexations that create logical boundaries and reasonable service areas within the city's urban growth area, where the city has the fiscal capacity to provide services.

Policies

LU 9.1 Logical Boundaries

Encourage the annexation of areas that are logical extensions of the city.

Discussion: As much as possible, the city should avoid annexations that create "peninsulas" of unincorporated land within the city limits. The following policies shall apply to the size of an annexation and the location of boundaries:

- A. The City Council will decide whether to require increases in the size of proposed annexations on a case-by-case basis.
- B. City staff may recommend expansion of a proposed annexation prior to the first meeting with property owners required under RCW 35A.14.120. The City Council will consider whether a requirement that the initiator expand the proposed annexation up to the maximum allowed under state law would meet any of the following criteria:
 1. The expanded annexation would create logical boundaries and service areas.
 2. Without the proposed annexation, the area to be added would not likely be annexed within the foreseeable future.
 3. The area to be added would eliminate or reduce an unincorporated county peninsula.
- C. If the City Council concludes that any of the criteria applies to a specific annexation proposal, it will require the initiator to expand the boundaries of the proposed annexation to the extent allowed by law and deemed appropriate by the City Council.
- D. Service delivery should be a criteria in the formation of boundaries. Annexations should attempt to maximize efficiencies of urban services.

LU 9.2 Peninsula Annexation

Encourage and assist property owners in existing unincorporated "peninsulas" in the city's urban growth area to annex to the city.

Discussion: Unincorporated "peninsulas" are land areas of any size that are located outside of the city limits that have at least eighty percent of their boundaries contiguous to the city. RCW 35.13.182, allows the cities to resolve to annex such areas (in existence before June 30, 1994) subject to referendum for forty-five days after passage following the adoption of the annexation ordinance.

LU 9.3 City Utilities

Require property owners requesting city utilities to annex or sign a binding agreement to annex when requested to do so by the city.

LU 9.4 Readily-Identifiable Boundaries

Use readily identifiable boundaries, such as lakes, rivers, streams, railroads, and highways, to define annexation areas wherever possible.

Discussion: Permanent physical features provide city limit boundaries that are easy to identify and understand. Streets or roads may be used where appropriate. However, streets and roads are generally less suitable boundaries because of utility access issues.

LU 9.5 Community Impacts

Evaluate all annexations on the basis of their short and long-term community impacts and benefits.

Discussion: If the annexation includes proposed development, consideration of the proposal should include an analysis of the short and long-term impacts on the neighborhood and city in terms of all services required, including water, sewer, urban runoff, roads, schools, open space, police and fire protection, garbage collection, and other services.

LU 9.6 Funding Capital Facilities in Annexed Areas

Ensure that annexations do not result in a negative fiscal impact on the city.

Discussion: In general, property owners in annexing areas should fund the public facility improvements necessary to serve new development in a manner that is consistent with applicable City of Spokane policies and regulations. If an area annexing to Spokane requires public facility improvements to correct health and safety related problems, the property owners within the annexed area should fund these improvements. If an area annexing to Spokane has public facilities that do not meet City of Spokane standards and the property owners or residents want to improve the facilities to meet city standards, the property owners should fund those improvements, or the proportion of those improvements, that do not have a citywide benefit. Public facility improvements within annexed areas that have a citywide benefit should be considered for funding through city revenues as part of the Spokane capital facilities and improvements planning processes.

LU 9.7 City Construction Standards

Require utilities, roads, and services in the city's urban growth area to be built to city standards.

Discussion: Interlocal agreements are a mechanism that should be used to apply these standards to the urban growth area. Requiring these facilities to be built to city standards will assure that they meet city standards at the time of annexation of these areas to the city.

LU 9.8 City Bonded Indebtedness

Require property owners within an annexing area to assume a share of the city's bonded indebtedness.

Discussion: When property is annexed to the city, it becomes subject to all city laws. It is also assessed and taxed in the same way as the property already in the city. As a result, annexed areas are required to help pay for the outstanding indebtedness of the city approved by voters prior to the effective date of the annexation.

☐ LU 10 JOINT PLANNING

Goal: Support joint growth management planning and annexation requests, which best meet the Comprehensive Plan's development goals and policies.

Policies

LU 10.1 Land Use Plans

Prepare land use plans in cooperation with Spokane County for the urban growth area to ensure that planned land uses are compatible with adopted city policies and development standards at the time of annexation.

LU 10.2 Special Purpose Districts

Confer with affected special purpose districts and other jurisdictions to assess the impact of annexation prior to any annexation.

Discussion: Where possible, boundaries should be mutually resolved by the jurisdictions involved before any final action is taken on a formal annexation petition.

LU 10.3 Existing Plans

Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed.

LU 10.4 Permitted Uses

Discourage annexations when the sole purpose is to obtain approval of uses not allowed by county regulations unless the proposal is consistent with an adopted joint plan and with city standards and policies.

LU 10.5 UGA Expansion

Establish a forty-year planning horizon to address eventual expansion of UGAs beyond the twenty-year boundary required by the Growth Management Act.

Discussion: The purpose of the longer planning period is to ensure the ability to expand urban governmental services and avoid land use barriers to future expansion of the twenty-year UGA boundary. Within the urban reserve areas, densities and land use patterns should be established that do not preclude later subdivision to urban densities.

To identify urban reserve areas, it is necessary for the city and Spokane County to work together to identify the amount of land necessary to support the next 40 years of growth. Factors that need to be considered include the ability to provide public services and facilities and carrying capacity issues, such as water quantity and air quality.

ABOUT SPACE!

STORAGE CENTER

3715 East 55th Avenue
Spokane, Washington 99223
(509) 443-0484 ♦ Fax (509) 443-9484

RE: Annexation Proposal

We are the owners of About Space Storage located at 3715 E 55th Ave, in Spokane County. This 3 acre parcel is located at the east end of the proposed annexation into the city. It is a triangular property surrounded by the Palouse Hwy., 55th Ave., and Freya. It is zoned Community Commercial. We have owned the property since 2002.

While we receive city water and sewer services, all other services i.e., fire protection, roads, snow removal; Sheriff, etc. are provided by Spokane County. Over the past couple of weeks, we have been in contact with many city and county departments trying to determine the impact the proposed annexation would have on our business. No one has been able to give us a definitive answer other than we would be required to obtain a city business license, that the tax levy rate probably would be about the same and that some of the city water fees would be reduced but other fees would be added to make that a draw. We have not been able to form a conclusion on the immediate financial impact based on the information we have received.

The one long term issue that we have researched and have formed an opinion on is zoning. If the annexation is approved we definitely want the property to be zoned General Commercial. This is a small family business which supports 4 families, in addition to ours, and it has been our hope for it to support us throughout our lives. A change to a more restricted zoning, such as center and corridors, would have a negative financial impact on our long term goals.

Thank you for considering our concerns.

Dale and Deanna Bright

RECEIVED
NOV 17 2015
PLANNING & DEVELOPMENT

November 16, 2015

Ms. Jo Anne Wright
Associate Planner
City of Spokane
808 West Spokane Falls Boulevard
Spokane, WA 99201

KELLY E. KONKRIGHT
Admitted In: Washington
Direct Fax: (509) 363-2484
Direct Dial: (509) 623-2011

Re: Proposed City of Spokane Comprehensive Plan Land Use and Zoning Amendments for
the Spokane Housing Ventures Annexation
Public Comments of The Moody Bible Institute of Chicago

Dear Ms. Wright:

On behalf of The Moody Bible Institute of Chicago ("Moody"), I submit this public comment in response to the Notice of SEPA Determination and Proposed City of Spokane Comprehensive Plan Land Use and Zoning Amendments for the Spokane Housing Ventures Annexation.

Moody is a non-profit Christian organization which operates a ministry in several states. This ministry includes religious higher education, operation of Christian radio stations, and operation of a Christian publisher. As part of its ministry, Moody owns and operates a radio tower and station located at 5408 S. Freya Street just outside the City's boundaries on the South Hill. Moody owns approximately 9 acres of land at this address consisting of parcel numbers 34032.0405; 34032.0432; and 34032.0433. Moody has operated this station for more than forty (40) years.¹

Under the Spokane County Zoning Code, Moody's property is zoned Low Density Residential ("LDR"). In the proposed annexation, the City has stated it plans to zone the property as Residential Single Family ("RSF"). This change of zoning will restrict the range of uses for which this property can be used more than the current zoning under the Spokane County Zoning Code, and eliminate some entities who may otherwise have been interested in purchasing the land.

The specific uses that are allowed under the current County LDR zoning that will no longer be allowed under the City's RSF zoning are as follows:

¹ Moody also operates two (2) branches of its post-secondary higher education program in Spokane, WA where students can earn a four (4) years bachelor's degree in multiple disciplines.

- Community residential facilities;
- Crisis residential center;
- Row housing;
- Family day-care provider;
- Child day-care center;
- Garden sales;
- Golf course;
- Home industry;
- Home profession; and
- Transit facilities.

As a non-profit religious organization, Moody relies heavily on donations and maintaining the value of its assets in order to fund its ministry. The proposed RSF zoning the City plans to impose through the annexation will negatively impact the value of Moody's property, and have a corresponding detrimental impact on Moody's ministry.

It is important to also note that the Spokane Transit Authority ("STA") recently contacted Moody to indicate that it is exploring potential acquisition of the Moody property as a terminal for "park and ride" bus service. While Moody understands that STA is only in the preliminary planning phases for this project and no offer has been made to Moody regarding the acquisition of its property, we wish to make you aware that STA would be prevented from proceeding with this project under the proposed RSF zoning classification.

Upon review the City's proposed annexation as a whole, it is readily apparent that the ministry's parcels are the only property in the annexation area that will be zoned RSF. The other properties along 55th Avenue between Regal Street and Freya Street (as well as the parcel at the east corner of 55th Avenue and Freya Street) are zoned primarily Community Business ("CB") and the parcel immediately adjacent to Moody's land is zoned Residential Multi-Family ("RMF"). In other words, its RSF property will be sandwiched between RMF and CB on one side, and CB on the other side. It will be an island of RSF zoning stuck in a sea of CB and RMF properties. Moody submits that as part of the annexation, all three Moody parcels should receive similar zoning (i.e. either RMF or CB) consistent with the other properties impacted by

the annexation. Alternatively, Moody requests that the City exclude the Moody parcels from the annexation so that it can keep the current County zoning classification.

The current zoning of LDR will be restricted by a change to RSF. However, the next higher land use zone, RMF, will allow Moody all the uses it is currently allowed under the LDR zoning. For example, duplexes, community residential facilities, outdoor recreation (i.e. golf courses), and limited office (currently allowed under the current LDR zone) would all be allowed under the RMF zone, but not allowed under the RSF zone. Per Moody's real estate broker, zoning the land RMF upon annexation will maintain the current value of Moody's property.

This is consistent with the County's current comprehensive plan. The County's plan provides for Low Density Residential uses of the Moody property – its current zoning. Zoning the property as RMF will enable Moody to benefit from all the uses allowed under the County's comprehensive plan, whereas the proposed RSF designation will not.

Similarly, zoning the property as RMF is consistent with the City's Comprehensive Plan ("Comp Plan") policies. There are no provisions in the Comp Plan which prevent the City from zoning Moody's property as either RMF or CB. Indeed, DP 1.4 of the Comp Plan states the "development needs to take into account the context of the area and should result in an improvement to the surrounding neighborhood." This policy supports comparable uses of property within the annexed zone. Having an RSF zone between lands zoned as CB on both sides of the Moody parcels is out of context with the CB zones.

Finally, this is consistent with the Revised Code of Washington. Pursuant to RCW 35.14.177, Spokane City can develop a comprehensive land use plan for areas outside the City limits, but inside its Urban Growth Area, to be effective upon annexation. In this case, it does not appear the City has gone through this procedure for the Moody property. Enclosed as **Attachment A** is that portion of the City's Land Use Plan map which depicts the proposed annexation area (i.e. 55th Avenue between Regal Street and Freya Street). As can be seen, while the most western section of the annexed area has a pre-planned zoning designation, the remainder of the property inside the annexed area does not. There is no barrier to the City zoning the Moody property as either RMF or CB.

For the foregoing reasons, Moody Bible Institute respectfully requests the City of Spokane Planning Commission and City Council to allow for RMF or CB zoning for its land within the proposed area to be annexed into the City limits. Such zoning will enable Moody to maintain the value of an important asset, and will enable it to make all the uses currently available to it under the County's current zoning. Alternatively, Moody requests the City to exclude the Moody parcels from the annexation.

Ms. Jo Anne Wright
November 16, 2015
Page 4

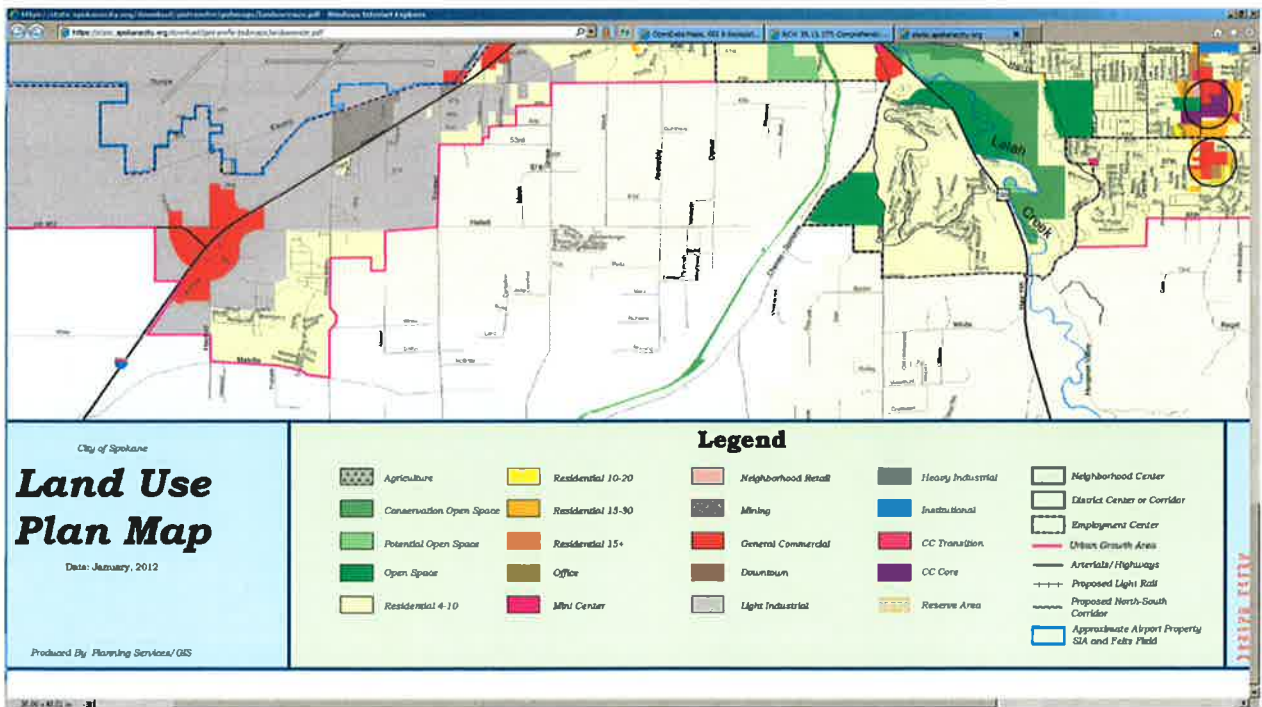
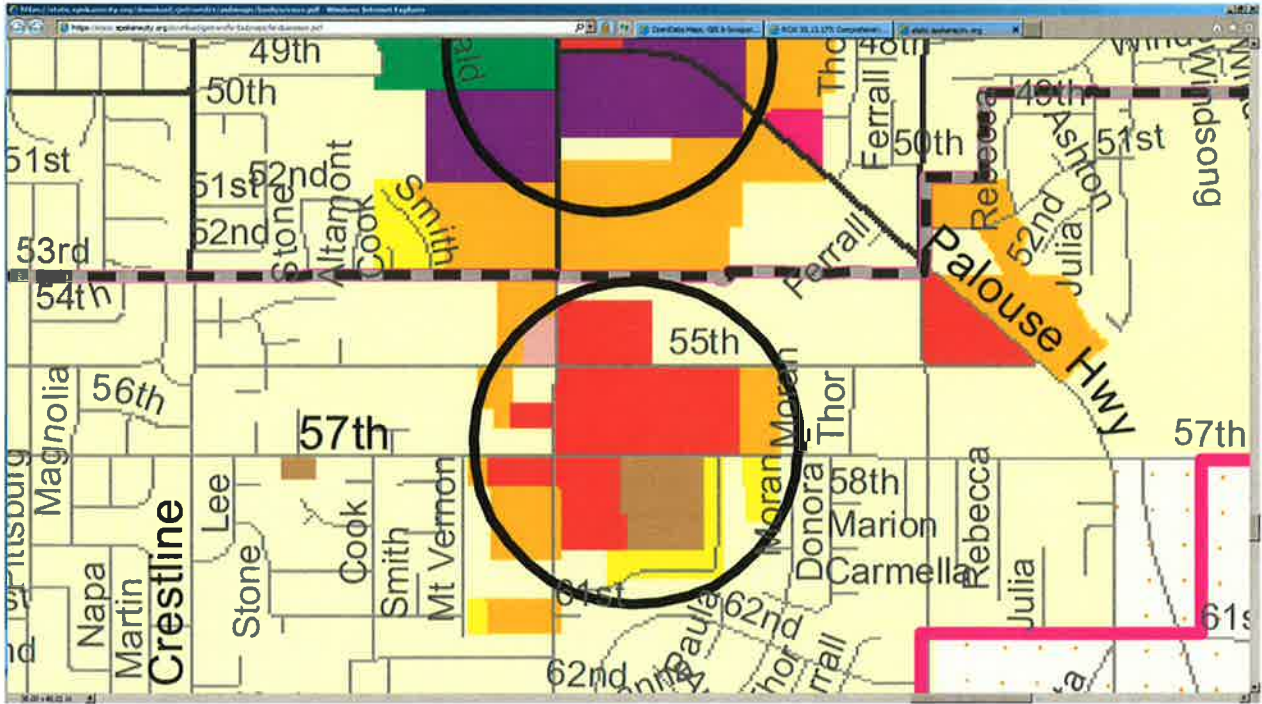
Very truly yours,



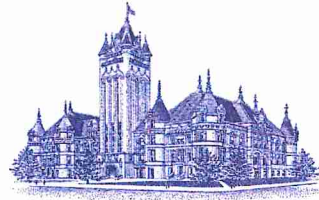
KELLY E. KONKRIGHT

KEK:kek

Attachment A



Memo



SPOKANE COUNTY
PUBLIC WORKS DEPARTMENT
Division of Engineering and Roads
Transportation Engineering
1026 West Broadway Avenue
Spokane, WA 99260-0170
(509) 477-3600 Fax (509) 477-7655
sengelhard@spokanecounty.org
gbaldwin@spokanecounty.org

Planner: Jo Ann Wright, Planning and Development
From: Scott Engelhard, Spokane County Engineering *Scott Engelhard*
File #: 2015 SHV.
Date: November 18, 2015
RE: Comprehensive Plan Land Use Map and Zoning Map Changes

Jo Ann, thank you for chatting with me briefly on the phone this morning regarding the hearing status of the above referenced application.

Spokane County Engineering has no specific comments regarding the Planning Commission consideration of Comprehensive Plan and Zoning Map changes should the proposed area be annexed into the City of Spokane.

Spokane County Engineering would like to comment for the record that should the City of Spokane proceed with the annexation application, that the adjacent streets and roads surrounding the proposed area also be included as part of the final annexation. Specifically, the adjacent streets and roads surrounding the proposal are the Palouse Highway, 55th Avenue and Regal Street.

It is my understanding that there will be additional opportunity to comment on the annexation application as the process continues.

end

Spokane Housing Ventures Annexation

Comments from the Southgate Neighborhood Council

The Area



Land Use

One area of concern we have is the differentiation of the Land Use and Zoning designations in the alternative plan. The large CC parcels already in Southgate are designated CC-Core for Land Use and CC2-DC for zoning. We are wondering why the city-proposed alternative splits the Land Use and Zoning designations into General Commercial and CC2-DC. We would like to see them match the other CC zones in our neighborhood to maintain uniformity in their development. During discussions that led to the creation of the Southgate District Center back in 2005/06, it was explained to the Southgate Neighborhood Council that that city would not be creating any more General Commercial areas in Spokane and that dense, commercial development would happen only within the Center and Corridor designation. Why has the policy changed? When did it change?

Zoning

In an email on May 18, 2015, Acting Planning Director Louis Meuler stated that the department's intention was to use Spokane Comprehensive Plan policy LU 10.3 as guidance when considering the zoning designation for these properties.

LU 10.3 – Existing Plans

Recognize the interests of the residents of the annexing area and, in the absence of specific policies and standards adopted by the city, honor the intent of adopted county plans and ordinances for areas proposed to be annexed.

Southgate finds it appropriate to follow this policy as the city considers how to integrate these properties into the Southgate neighborhood. The mix of developing mixed use, established community commercial, and open low-density designated parcels provides a good blend of new land to our neighborhood. Given that the majority of the proposed annexed area is currently in the County's Mixed Use zoning, Southgate believes that the city should seek to maintain that designation as this land becomes part of our neighborhood.

According to County Zoning Code Chapter 14.608.100, the intent of Mixed Use zoning is to, "implement the Mixed-use Area, Community Center and Urban Activity Center categories of the Comprehensive Plan. These mixed-use categories encourage development that fosters pedestrian activity, supports transit, and provides for a mix of diverse land uses. **The Mixed-use zone supports many activities of daily life that can occur within easy walking distance, giving independence to those who do not drive.** Mixed-use areas support higher intensity

development, but compatibility of uses is ensured through special design standards. Mixed-use areas often provide a central focus point with transportation linkages to the broader community.”

When you compare this intent with the various zoning classifications in the Spokane Municipal Code (SMC) you see that it aligns most directly with our Center and Corridor Zoning as outlined in SMC 17C.122.010, “The intent of center and corridor regulations is to implement the goals and policies of the comprehensive plan for centers and corridors. These areas are **intended to bring employment, shopping, and residential activities into shared locations** and encourage, through new development and rehabilitation, new areas for economic activity. New development and redevelopment is encouraged in these areas that promotes a relatively cohesive development pattern with a mix of uses, higher density housing, buildings oriented to the street, screened parking areas behind buildings, **alternative modes of transportation with a safe pedestrian environment**, quality design, smaller blocks and relatively narrow streets with on-street parking.”

It is Southgate’s view that designating the Land Use and Zoning Center and Corridor is the best way to meet the intent of the Comp Plan policy cited by Mr. Meuler.

The Vision

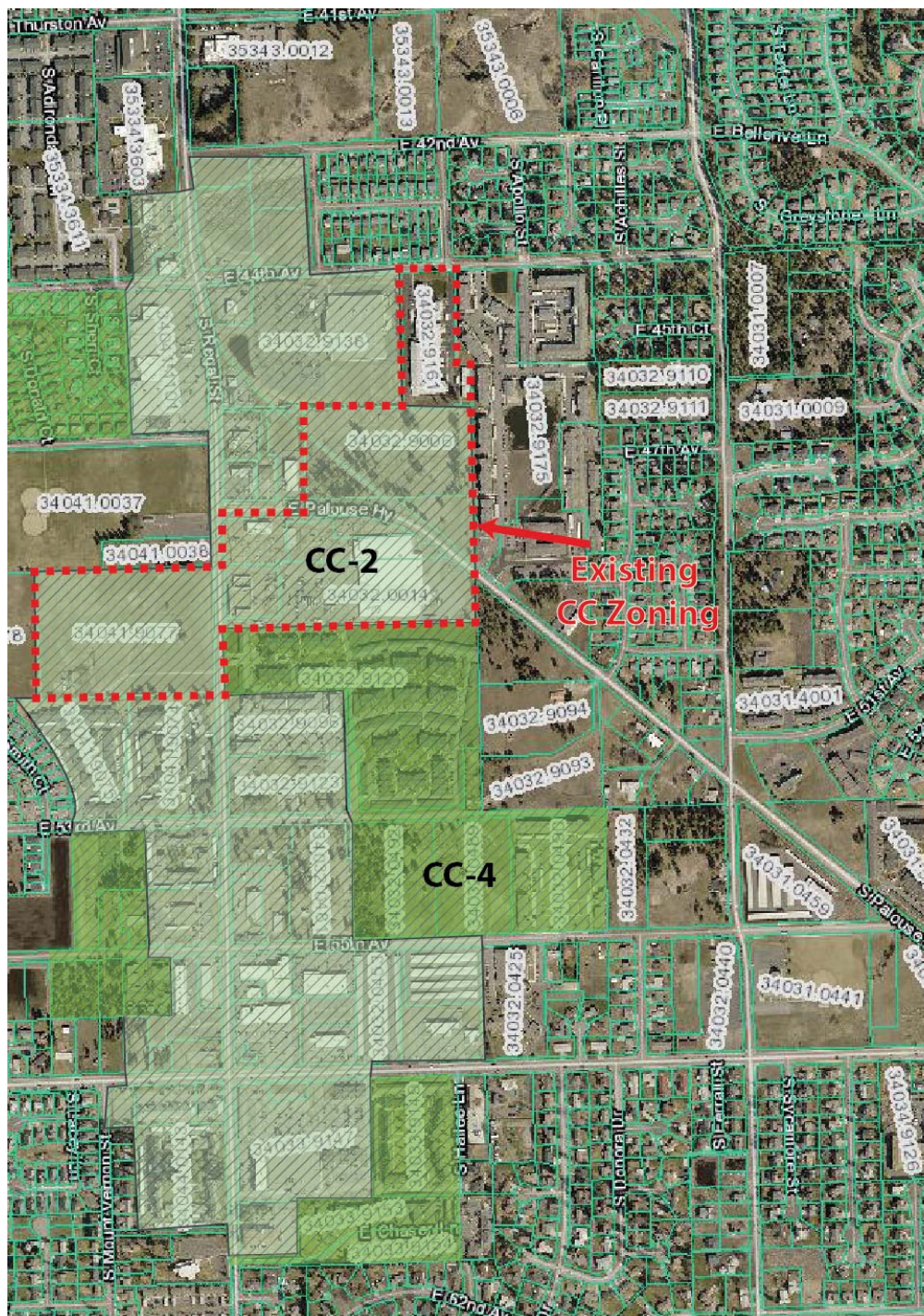
In early September, the neighborhood met with city staff to discuss the annexation and proposed the following zoning for the parcels (see image below). The city can annex the Mixed Use properties and designate them as a combination of CC-2 and CC-4 to meet the intent of the County zoning and the reality of the projects in development. The CC-2 pedestrian enhanced/auto-accommodating zoning will encourage the development of pedestrian-oriented commercial projects in the 8-acres adjacent to Regal Street and the CC-4 zoning for the apartment parcels will accommodate those projects as well. This vision has been modified and incorporated into the City’s “alternative” option.



The total area of these CC designated parcels (27 acres) are larger than the CC zones found at 29th and Grand Ave., the Perry District, and 14th and Grand Ave. This area has the potential to align with our Comprehensive Plan’s vision for a high-density, mixed-use area. To zone it as purely commercial and residential is to violate LU 10.3 and fall short of the standards we have set for ourselves as a community.

A Bigger Vision

Beyond the current annexation question, Southgate would suggest the city expand its vision to look at the Southgate/Moran Prairie area as a whole. There are already three designated District Centers along Regal Street within 2 miles of each other: Lincoln Heights, Southgate, and 57th and Regal Street. The annexation of the properties at the southern edge of our neighborhood point to a need for broader planning for the future annexation of the land already in the Urban Growth Area which extends clear to 65th Ave. to the south and Glenrose Road to the east. In this immediate case, the city should look to see how these three Centers are connected or can be connected with a comprehensive and holistic plan that enacts the vision of our city as state in the Comprehensive Plan.



Two Alternatives

The city planning staff is proposing two alternatives to the land use and zoning of the proposed annexed area. One would create a Community Business zone along Regal Street, the other would reflect a version of the thoughts laid out by Southgate Neighborhood Council above which includes creating Center and Corridor zoning along Regal Street. The Southgate Neighborhood Council would recommend the Plan Commission and City Council adopt the “alternative” plan being proposed by the City. The Center and Corridor zoning is more in line with the intent of the County’s Mixed Use zoning (as outlined above). It could even recommend revising the Land Use and Zoning to match the mixed CC-2/CC-4 zoning the neighborhood proposed back in September.

The Center and Corridor Land Use and Zoning is also better aligned with the city-adopted Southgate Neighborhood Connectivity Plan and would provide a better neighborhood commercial development for the large number of high-density residential developments nearby (over a dozen within a quarter mile). Pedestrian-oriented land use and zoning could help create the type of vibrant, walkable neighborhood that is the goal of the Spokane Comprehensive Plan and the stated goal of such lauded developments as Perry Street, Kendall Yards, and the East Sprague Redevelopment Project. In either case, the neighborhood urges the city to include ADA/Pedestrian access along 53rd and 55th clear to Regal Street. As the design stands right now, there is limited access along those streets for residents of the apartments along 55th to the transit corridor on Regal Street.

Creating desirable, livable neighborhoods is an intentional exercise, it cannot be achieved by maintaining or accepting the status quo. Pedestrian-oriented development at this location can be built up over time to connect with the growing Southgate District Center and the Comp Plan-designated Center at 57th and Regal Street. We thank you for your time and consideration and look forward to continued dialogue and input with the city as we work to implement our neighborhood plans.

Thank you,
Ted Teske, Chair, Southgate Neighborhood Council
Kerry Brooks, Chair, SNC Land Use Committee

December 1, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Nancy Isserlis
City Attorney
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Jo Anne Wright
City of Spokane Planning & Development
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Re: Cyrus Vaughn and Vaughn's 57th Avenue, LLC v. City of Spokane

ER 408 COMMUNICATION

Dear Mayor Condon, Ms. Isserlis, and Ms. Wright:

We represent Cyrus Vaughn and his company, Vaughn's 57th Avenue, LLC, with regard to the City's threatened regulatory taking of his company's commercial retail property located at Regal and 57th Avenue. The City of Spokane has recently announced plans to hold a hearing to change land use zoning designations relating to the proposed annexation of land parcels in Spokane County to the City of Spokane. This proposed annexation includes property of Spokane Housing Ventures and property owned by Vaughn's 57th Avenue, LLC, bounded by the Palouse Highway and Regal Street to the east and west, and 53rd Avenue and 55th Avenue to the north and south.

December 1, 2015

Page 2

As you are aware, Mr. Vaughn's company owns 8 acres of commercial property within the proposed annexation area. His company's land currently has a Spokane County land use designation of Mixed Use. This of course allows Mr. Vaughn and his company to develop their property free of significant restrictions, including free of restrictions on where drive-through facilities can be located. This zoning designation and capability is critical to attracting tenants that require easy access and high-visibility from the street. Such capabilities and facilities are necessary to attract highly-desirable and profitable tenants such as fast-food restaurants and cafes, as well as other high-rent, major retailers eager to capitalize on the foot and vehicle traffic generated by such establishments.

The current land use and zoning designation allowing Mr. Vaughn and Vaughn's 57th Avenue, LLC to develop such drive-through facilities was thus critical and foremost to Mr. Vaughn and his company's original decision to acquire this property. In direct reliance on this capability, Vaughn's 57th Avenue, LLC proceeded to purchase the property located at 5311 South Regal Street on October 29, 2013 for \$685,000. Shortly thereafter on November 1, 2013, Mr. Vaughn's company also purchased parcel numbers 34032.0412, 34032.0446, 34032.0447, and 34032.0481 located along 57th Avenue for the amount of \$2,8253,000. The total purchase price for the aggregated parcels of property came to \$3,510,000. Mr. Vaughn and his company thereafter proceeded to invest an additional \$2,125,559.88 in developing this property for its intended retail use, again in direct reliance on the ability to develop the property in a manner consistent with the needs of the intended retail tenants requiring property that could accommodate drive-through facilities between the street and buildings.

Upon learning in April of this year that the City of Spokane was contemplating annexation including the property owned by Mr. Vaughn's company, Mr. Vaughn immediately had his land use attorney contact the City of Spokane to inquire into whether and how any potential future annexation of the property might affect the property's land use and zoning designation with respect to its intended retail uses. He was assured by City officials that if annexation were to be approved, his company's property would be zoned for General Commercial or Community Business use, both of which he was advised would afford similar capabilities. He was also told neither designation would impact or restrict his ability to locate and develop any planned drive-through facilities.

Mr. Vaughn has invested nearly \$6,000,000 in acquiring and developing this property in reliance on the uses permitted under the property's current County zoning, including the ability to locate drive-throughs between the buildings and street. Mr. Vaughn and his company have further relied upon the City's representations and

December 1, 2015

Page 3

promises that any zoning change caused by a future annexation would have no significant effect on their development plans with respect to this capability. Now, the City of Spokane has recently advised Mr. Vaughn that the proposed Spokane Housing Ventures annexation may in fact result in a Centers and Corridors Type 2 ("CC-2") City zoning designation change. This is directly contrary to how he was told the property's current County designation of Mixed Use would be addressed. Unlike the current designation or the General Commercial or Community Business designations which the City had assured Mr. Vaughn would result from any annexation involving his company's property, a CC-2 designation drastically alters development plans prohibiting the location of drive-throughs between buildings and the street.

This newly-proposed restriction is entirely unacceptable to our clients and to the prospective tenants they seek to attract, as it deprives them of the uses for which they originally purchased and invested in developing this property. Indeed, already, the mere threat that this designation may be applied to the land owned by Vaughn's 57th Avenue, LLC has resulted in the loss of two prospective tenants unwilling to run the risk of even considering leasing property that may be subject to drive-through restrictions as proposed by a CC-2 designation. Mr. Vaughn has been further advised that absent the ability to attract such tenants and establishments, other highly desirable and lucrative tenants will likewise look to lease elsewhere. It is expected the direct result of a land use change to a CC-2 zoning designation will be to diminish the value of Mr. Vaughn and his company's investment and improvements by approximately 50%.

Should the City of Spokane use this alternative proposed zoning designation of CC-2 or otherwise zone or regulate Vaughn's 57th Avenue, LLC's land so as to restrict uses, and especially the location of drive-through facilities, this constitutes an unconstitutional taking of Mr. Vaughn and his company's property. This threatened regulatory taking is not only ill-advised, but there is also simply no need for this restrictive designation with regard to the proposed annexation area. There is no factual or legal justification for depriving Mr. Vaughn and his company of the property they purchased and the value of the investments they have made in direct reliance on the current use permitted, which the City subsequently assured them would not be affected or hindered by any proposed annexation.

Accordingly, enclosed you will find a Claim for Damages identifying Mr. Vaughn and Vaughn's 57th Avenue, LLC's demand for just compensation in the amount of not less than \$3,500,000 for the taking and damaging of their property implicated by the City's threatened annexation and alternative zoning designations. This claim obviously becomes moot and will be withdrawn if the City simply confirms in writing that

December 1, 2015

Page 4

Vaughn's 57th Avenue, LLC's property will remain zoned consistent with its present designation, and the City's prior representations that in the event of annexation, development will still be allowed in accordance with the same uses and capabilities permitted under the current Mixed Use County designation. If Mr. Vaughn does not receive these assurances by 12:00 p.m. on Monday, December 7th, 2015, he will be forced to proceed accordingly.

Very truly yours,


DUNN & BLACK, P.S.

ALEXANDRIA T. JOHN
ROBERT A. DUNN

Enclosure

cc: Cyrus Vaughn

CLAIM FOR DAMAGES
CITY OF SPOKANE, WASHINGTON

PLEASE PRINT
IN BLACK INK

Space for Clerk's Stamp

1. Claimant's Name: Cyrus Vaughn III & Vaughn's 57th Avenue, LLC

Residence: 520 W. Main Ave.

Spokane, Washington 99201

(List full address: Street, City, State, Zip Code)

Phone #: Home (509) 998-3508 Work (509) 747-3048 Birthdate: _____

2. Residence of claimant for six months prior to the time the claim of damages accrued (if different): _____

3. Name, address and telephone of owner of any damaged property if not given above: _____
TOTAL CLAIM: \$ Not less than \$3,500,000.00

4. CLAIM INCIDENT DATE: 11/25/2015 TIME: 10:00 a.m. PLACE: Regal & 57th Ave.

DESCRIPTION OF INCIDENT: (Give full account; describe how the City was at fault. List defects causing loss and City acts or omissions) See attached.

☒ Attachments (Attach additional sheets if necessary.)

5. Give an itemization of your claim, listing specific losses actually sustained or expected: Damages of not less than \$3,500,000 for the taking of Mr. Vaughn and Vaughn's 57th Avenue, LLC's property.

☐ Attachments (Attach bills, statements, estimates or other proof of your specific items of loss.)

6. Were any other persons involved in the incident? Give details with name, address and telephone: See attached.

7. Name, address and telephone of witnesses or persons with further information: See attached.

8. Is claimant willing to settle or compromise? If so, state amount acceptable as full settlement: \$ 3,500,000.00

NOTE: Please see Spokane Municipal Code 4.02.030 for further information on claim requirements.

MEDICAL INFORMATION DISCLAIMER: Per chapter 42.56 RCW (Public Records Act), a filed Claim for Damages and its attachments are subject to public disclosure. If you have any attachments to this claim containing medical information, please enclose those attachments in a sealed envelope marked with your name and the phrase "Medical Contents."

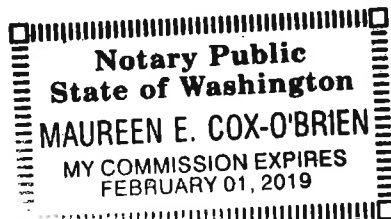
STATE OF WASHINGTON)
County of Spokane :)

I, Alexandria J. Sohn (print name), being first duly sworn, on oath, depose and say: That I have read the foregoing claim, know the matter therein contained, and the same is true to the best of my knowledge.

SUBSCRIBED AND SWORN to before me this 25 day of November, 2015. Claimant attorney for Cyrus Vaughn and Vaughn's 57th Avenue, LLC

FILE COMPLETED FORM WITH:

Spokane City Clerk's Office
Fifth Floor, Municipal Bldg.
808 W. Spokane Falls Blvd.
Spokane WA 99201-3342
509-625-6350



Notary Public in and for the State of Washington,
Residing at Spokane Valley
My commission expires 2-1-19

December 1, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Nancy Isserlis
City Attorney
Spokane City Hall
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cc: Cyrus Vaughn