

## CITY OF SPOKANE



### NOTICE

#### REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Fifteenth** Updated Proclamation **20-28.15**, dated **January 19, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first.

Temporarily and until further notice, the public's ability to attend City Council meetings is by remote access only. In-person attendance is not permitted at this time. The public is encouraged to tune in to the meeting as noted below.

Public comment will be taken virtually on legislative items during the 6:00 p.m. Legislative Session on **February 1, 2021**.

The regularly scheduled Spokane City Council 3:30 p.m. Briefing Session and 6:00 p.m. Legislative Session will be held virtually and streamed live online and airing on City Cable 5. Some members of the City Council and City staff will be attending virtually. The public is encouraged to tune in to the meeting live on Channel 5, at <https://my.spokanecity.org/citycable5/live>, or by calling **1-408-418-9388** and entering the access code **146 396 3105** for the 3:30 p.m. Briefing Session or **146 369 1424** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

#### **To participate in virtual public comment:**

Sign up to give testimony at <https://forms.gle/RtciKb2tju6322BB7>. You must sign up in order to be called on to testify. The form will be **open at 5:00 p.m. on Monday, February 1, 2021, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above. When it is your turn to testify, Council President will call your name and direct you to hit \*3 on your phone to ask to be unmuted. The system will alert you when you have been unmuted and you can begin giving your testimony. When you are done, you will need to hit \*3 again.

#### **To participate in Open Forum:**

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:00 P.M. The forum is limited to 3 minutes per person, with a maximum of 10 participants per night. Per Council Rules, each person may only participate in Open Forum once per calendar month. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will **open at 5:00 p.m. on Monday, February 1, and will close at 6:00 p.m. or when the spaces have filled**. Instructions for participating are the same as above under virtual public comment and are also available on the form.

Open Forum is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

**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 the first open forum more often than once per calendar month.**

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

Further, keep the following City Council Rules in mind:

**Rule 2.2      OPEN FORUM**

- D.      The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently on the current or advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.
- E.      To encourage wider participation in open forum and a broad array of public comment and varied points of view from residents of the City of Spokane, no person shall be permitted to speak at the first open forum more often than once per calendar month. Any person may speak at the second open forum if they have not yet spoken in that meeting's first open forum or concerning any agenda item at that day's meeting, unless the meeting is that person's first address at open forum in that month.. There is no limit on the number of regular legislative agenda items on which a member of the public may testify, such as legislative items, special consideration items, hearing items, and other items before the City Council and requiring Council action that are not adjudicatory or administrative in nature, as specified in Rules 5.3 and 5.4.

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

- B.      Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

**Rule 5.3      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A.      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.
- B.      No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. 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.
- C.      Each person speaking at the public microphone shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D.      Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded and documents submitted for the record are identified and marked by the Clerk.
- E.      In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F.      A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members inter se. That is, a Council member shall not engage the person addressing the Council in colloquy, but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in Robert's Rules of Order, newly revised, shall extend to all speakers before the City Council. The City Council Policy Advisor and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

**Rule 5.4 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. The City Council shall take public testimony on all matters included on its legislative agenda, with those exceptions stated in Rule 5.4(B). Public testimony shall be limited to the final Council action. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented:
  - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
    - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
    - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes shall be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
    - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
    - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
    - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
    - f. Up to ten (10) minutes of rebuttal time shall be granted to the designated
  - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
  - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses there to shall be in addition to the time allotted for any individual or designated representative's testimony.

# THE CITY OF SPOKANE



## ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, FEBRUARY 1, 2021

### MISSION STATEMENT

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

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER KATE BURKE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER CANDACE MUMM

COUNCIL MEMBER BETSY WILKERSON

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.

### **ADDRESSING THE COUNCIL**

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall verbally identify themselves by name, city of residency and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

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

**CITY COUNCIL AGENDA:** The City Council Advance and Current Agendas may be obtained prior to Council Meetings by accessing the City website at [www.spokanecity.org](http://www.spokanecity.org).

# BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)  
(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

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## ADMINISTRATIVE SESSION

### CONSENT AGENDA

#### REPORTS, CONTRACTS AND CLAIMS

#### RECOMMENDATION

- |  |         |               |
|--|---------|---------------|
| 1. Contract Amendment/Extension No. 2 of 3 with Passport Labs, Inc. (Charlotte, NC) for mobile payment for parking program from February 1, 2021 through January 31, 2022—\$86,000.<br><b>Kris Becker</b>  | Approve | OPR 2018-0029 |
| 2. Contract Amendment with K&L Gates, LLP (Seattle, WA) to act as Outside Special Counsel providing legal advice and counsel to the City regarding energy productions and sales, renewable energy initiatives and options—\$30,000. Total contract amount: \$110,000.<br><b>Mike Ormsby</b>  | Approve | OPR 2019-0777 |
| 3. Contract Amendment with Craig Trueblood and K&L Gates, LLP (Seattle, WA) to act as Outside Special Counsel to provide legal advice and counsel regarding environmental matters for the Wastewater Management Department—\$50,000. Total contract amount: \$153,000.<br><b>Mike Ormsby</b> | Approve | OPR 2018-0252 |

- |  |                                    |                              |
|--|------------------------------------|------------------------------|
| 4. Contract Extension with Floyd & Kane, PLLC (Spokane) to act as Outside Special Counsel to provide legal services and advice regarding workers' compensation matter on an as-requested basis from January 1, 2021, through December 31, 2021—not to exceed \$250,000.<br><b>Matt Lowmaster</b> | Approve                            | OPR 2019-0197                |
| 5. Low Bid of Halme Construction, Inc. (Spokane) for the Sprague Avenue Rebuild Phase 2B—\$3,724,917.85 (plus tax). An administrative reserve of \$372,491.79 (plus tax), which is 10% of the contract price (plus tax), will be set aside. (East Central Neighborhood)<br><b>Dan Buller</b>     | Approve                            | OPR 2021-0052<br>ENG 2019113 |
| 6. Interlocal Agreement with the University District Public Development Authority regarding funding for the Sprague Avenue Phase 2 road project—\$4,000,000 revenue.<br><b>Katherine Miller</b>  | Approve                            | OPR 2021-0053<br>ENG 2019113 |
| 7. Report of the Mayor of pending:   | Approve &<br>Authorize<br>Payments | CPR 2020-0002                |
| a. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, 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_____, 2021: \$_____.  |                                    | CPR 2020-0003                |
| 8. City Council Meeting Minutes: _____, 2021.  | Approve<br>All                     | CPR 2020-0013                |

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## EXECUTIVE SESSION

(Closed Session of Council)

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

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## 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.

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# 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**

Office of the Police Ombudsman Commission: One  
Appointment

Confirm

CPR 2015-0034

**ADMINISTRATIVE REPORT**

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## COUNCIL COMMITTEE REPORTS

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

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# LEGISLATIVE AGENDA

**NO SPECIAL BUDGET ORDINANCES**

**NO EMERGENCY ORDINANCES**

**RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- |               |   |
|---------------|---|
| RES 2021-0009 | Adopting Council's goals and priorities for the first 100 days of 2021.<br>(Council Sponsor: Council President Beggs)<br><b>Council President Beggs</b>   |
| ORD C36004    | (To be considered under Hearings Item H1.)  |
| ORD C36005    | Relating to the rates for Sewer charges, amending SMC section 13.03.1010, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date. (Council Sponsor: Council President Beggs)<br><b>Marlene Feist</b> |



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## NO FIRST READING ORDINANCES

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## NO SPECIAL CONSIDERATIONS

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### HEARINGS

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

#### RECOMMENDATION

- |   |   |
|---|---|
| H1. Final Reading Ordinance C36004 relating to amendments to the Existing Building and Conservation Code, sections 17F.070.470 and 17F.070.490 of the Spokane Municipal Code. (Council Sponsor: Council Member Wilkerson)<br><b>Jason Ruffing</b> | Pass Upon Roll Call<br>Vote<br>ORD C36004 |
|---|---|
- 

**Motion to Approve Advance Agenda for February 1, 2021**  
(per Council Rule 2.1.2)

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### OPEN FORUM

Open Forum will take place at the end of the City Council Legislative Session unless the meeting lasts past 9:00 p.m. The forum is limited to 3 minutes per person, with a maximum of 10 participants per night. Per Council Rules, each person may only participate in Open Forum once per calendar month. In order to participate in Open Forum, you must sign up here: <https://forms.gle/WtfGZ3HqQuXCipcX9>. The form will open at 5:00 p.m. on Monday, January 11, and will close at 6:00 p.m. or when the spaces have filled. Instructions for participating are available on the form. Open Forum is an opportunity for citizens to discuss items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

### ADJOURNMENT

The February 1, 2021, Regular Legislative Session of the City Council is adjourned to February 8, 2020.

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### NOTES

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

02/01/2021

**Date Rec'd**

1/20/2021

**Clerk's File #**

OPR 2018-0029

**Renews #****Submitting Dept**NEIGHBORHOOD, HOUSING &  
HUMAN SERVICES**Cross Ref #****Contact Name/Phone**

KRIS BECKER 625-6392

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

KBECKER@SPOKANECITY.ORG

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

Contract Item

**Requisition #****Agenda Item Name**

MOBILE PAY BY PHONE PARKING SERVICES AND E-PERMIT SYSTEM

**Agenda Wording**

Parking Services Contract Amendment and Extension with Passport Labs, Inc. in Charlotte, North Carolina for mobile payment for parking program.

**Summary (Background)**

The City has been using the Passport Parking App to allow parkers to pay on-street with a mobile device since January of 2018. The City pays \$.10 for each completed parking transaction. The original contract allowed for 3, one year renewals, this would be the second renewal and expire on January 31, 2022. We are also amending the contract, extending the termination period from 60 to 90 days.

Lease? NO

Grant related? NO

Public Works? NO

**Fiscal Impact**

Expense \$ \$86,000

Select \$

Select \$

Select \$

**Budget Account**

# 1460-21200-21710-54201-99999

#

#

#

**Approvals****Dept Head**

CORTRIGHT, CARLY

**Division Director**

ALEXANDER, CUPID

**Finance**

WALLACE, TONYA

**Legal**

ODLE, MARI

**For the Mayor**

ORMSBY, MICHAEL

**Council Notifications****Study Session\Other**

PIES 01/25/2021

**Council Sponsor****Distribution List**

khristian.gutierrez@passportinc.com

Maggie.patterson@passportinc.com

**Additional Approvals****Purchasing**



City of Spokane

**CONTRACT AMENDMENT/EXTENSION  
2 OF 3**

**Title: MOBILE PAY BY PHONE PARKING  
SERVICES AND E-PERMIT SYSTEM**

This Contract Amendment/Extension including additional compensation is made and entered into by and between the **CITY OF SPOKANE**, as ("City") and **PASSPORT LABS, INC.**, whose address is, 128 S Tryon Street, Suite 2200, Charlotte, North Carolina, 28202 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into an Agreement for the Company agreed to provide all services and licensed software necessary for mobile payments for the City's parking program and digital permit platform; and,*

*WHEREAS, the original Contract, specifically the termination language section needs to be formally amended by this written document;*

*WHEREAS, the initial contract provided for 3 additional one-year extensions, with this being the 2<sup>nd</sup> of those extension; thus the original Contract needs to be formally Amended and Extended by this written document; and*

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the original agreement as follows:

**1. CONTRACT DOCUMENTS.**

The original Contract, dated January 17, 2018 and February 8, 2018, any previous amendments, addendums and/or extensions/renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Extension shall become effective on February 1, 2021 and shall run through January 31, 2022.

**3. COMPENSATION.**

The City shall pay **EIGHTY SIX THOUSAND and NO/100 Dollars (\$86,000)** for everything furnished and done under this Contract Amendment/Extension.

**4. TERMINATION.**

Section I. General Terms of the Software License and Service Agreement. Term and Termination shall be deleted in its entirety and replaced with the following:

**Term and Termination:** This agreement will begin on the effective date, and either Party may terminate this agreement for convenience by providing ninety (90) days' written notice to the non-terminating party.

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

**PASSPORT LABS, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

20-218a



# CERTIFICATE OF LIABILITY INSURANCE

EMBROKER

DATE (MM/DD/YYYY)  
01/06/2021

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

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

<b>PRODUCER</b> Embroker Insurance Services LLC 24 Shotwell Street San Francisco, CA, 94103	<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> 8444362765 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> certificates@embroker.com																					
<b>INSURED</b> Passport Labs, Inc. 128 S Tryon St #2200 Charlotte, NC, 28202	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>GREAT NORTHERN INS CO</td><td>20303</td></tr> <tr> <td>INSURER B:</td><td>FEDERAL INS CO</td><td>20281</td></tr> <tr> <td>INSURER C:</td><td>CHUBB IND INS CO</td><td>12777</td></tr> <tr> <td>INSURER D:</td><td>NATIONAL UNION FIRE INS CO OF PITTS</td><td>19445</td></tr> <tr> <td>INSURER E:</td><td>ACE AMER INS CO</td><td>22667</td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	GREAT NORTHERN INS CO	20303	INSURER B:	FEDERAL INS CO	20281	INSURER C:	CHUBB IND INS CO	12777	INSURER D:	NATIONAL UNION FIRE INS CO OF PITTS	19445	INSURER E:	ACE AMER INS CO	22667	INSURER F:		
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INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			3605-9268	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b>			7360-8596	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			7818-7798	10/01/2020	10/01/2021	EACH OCCURRENCE	\$ 12,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 12,000,000
	DED <input type="checkbox"/> RETENTION \$							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			71765465	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Crime Liability			8248-9005	10/01/2020	10/01/2021	Per Loss	1,000,000
D	Cyber Liability			018804785	10/01/2020	10/01/2021	Aggregate	2,000,000
E	Excess Technology/professional			G71747189002	10/01/2020	10/01/2021	Aggregate	3,000,000

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

Evidence of Coverage

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane 808 W Spokane Falls Blvd Spokane, WA, 99201	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
---	--

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License Information:

[New search](#) [Back to results](#)

Entity name: PASSPORT LABS, INC.

Business name: PASSPORT LABS, INC

Entity type: Profit Corporation

UBI #: 604-098-954

Business ID: 001

Location ID: 0001

Location: Active

Location address: 128 S TRYON ST  
STE 2200  
CHARLOTTE NC 28202-5007

Mailing address: 128 S TRYON ST  
STE 2200  
CHARLOTTE NC 28202-5007

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

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

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance date
<a href="#">Bellingham General Business</a>	066387			Active		Aug-20-2019
<a href="#">Spokane General Business - Non-Resident</a>				Active	Dec-31-2021	Mar-09-2017

Governing People May include governing people not registered with Secretary of State

[Filter](#)

Governing people	Title
GUTIERREZ, KHRISTIAN	
HARRIS, MATTHEW	
HILLEBOE, SCOTT	
IDILBI, JASON	
KAIROUZ, HABIB	
LOUIS, HUNTER	
MAXWELL, BRET	
MOONEY, BRIAN	
POWERS, BRAD	
YOLAKIM, BOB	

Registered Trade Names

Registered trade names	Status		First issued
------------------------	--------	--	--------------

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

02/01/2021

**Date Rec'd**

1/20/2021

**Clerk's File #**

OPR 2019-0777

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

CITY ATTORNEY

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

MIKE ORMSBY 6287

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

MORMSBY@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

CR22298

**Agenda Item Name**

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

K&L Gates was hired as Outside Special Counsel providing legal advice and counsel to the City regarding energy productions and sales, renewable energy initiatives and options. Additional funds are necessary to continue this work.

**Summary (Background)**

This contract amendment is for \$30,000 with a contract total of \$110,000.00.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 15,000.00

# 4490-44100-37148-54201-99999

Expense \$ 15,000.00

# 4100-42460-34148-54201-99999

Select \$

#

Select \$

#

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

PICCOLO, MIKE

**Study Session\Other**

1/25/21 PIES

**Division Director****Council Sponsor**

C.P. Beggs

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

eric.freedman@klgates.com

**For the Mayor**

ORMSBY, MICHAEL

sdhansen@spokanecity.org

**Additional Approvals**

eschoedel@spokanecity.org

**Purchasing**

caveryt@spokanecity.org, rgennett@spokanecity.org

sburns@spokanecity.org

kbrooks@spokanecity.org

jsalstrom@spokanecity.org



**City of Spokane**  
**OUTSIDE COUNSEL  
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **K&L GATES, LLP**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to provide legal advice and counsel to the City regarding energy productions and sales, renewable energy initiatives and options; and*

*WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated September 5, 2019 and September 12, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on January 1, 2021.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00)**.

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



**K&L GATES, LLP**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

U2020-0116

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

02/01/2021

**Date Rec'd**

1/20/2021

**Clerk's File #**

OPR 2018-0252

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

CITY ATTORNEY

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

MIKE ORMSBY 6287

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

MORMSBY@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

CR22294

**Agenda Item Name**

0500 SPECIAL COUNSEL CONTRACT AMENDMENT

**Agenda Wording**

Craig Trueblood and K&L Gates act as Special Counsel to provide legal advice and counsel regarding environmental matters for the Wastewater Management Department.

**Summary (Background)**

This contract amendment is for \$50,000 for a contract total of \$153,000.00

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 50,000.00

# 4320-30210-35141-54105-99999

Select \$

#

Select \$

#

Select \$

#

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

PICCOLO, MIKE

**Study Session\Other**

1/25/21 PIES

**Division Director****Council Sponsor**

C.P. Beggs

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

PICCOLO, MIKE

craig.trueblood@klgates.com

**For the Mayor**

ORMSBY, MICHAEL

eschoedel@spokanecity.org

**Additional Approvals**

smsimmons@spokanecity.org

**Purchasing**

rgennett@spokanecity.org

aalbinmoore@spokanecity.org

kkeck@spokanecity.org



**City of Spokane**

**CONTRACT AMENDMENT**

Title: **SPECIAL COUNSEL**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **Craig Trueblood of the Law Firm K & L Gates, LLP**, whose address is 925 Fourth Avenue, Suite 2900, Seattle, Washington 98104-1158 as ("**Firm**"). Individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the **Firm** agreed to act as Special Counsel for the City to provide legal advice and counsel regarding environmental matters for the Wastewater Management Department; and*

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

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated May 17, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Amendment shall become effective on January 1, 2021.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** for everything furnished and done under this Contract Amendment. This is the maximum amount to be paid under this Amendment, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**K & L GATES LLP**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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

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

N/A

U2020-0103a

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

02/01/2021

**Date Rec'd**

1/20/2021

**Clerk's File #**

OPR 2019-0197

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

HUMAN RESOURCES

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

MATT LOWMASTER X6221

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

MLOWMASTER@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

PD ON CLAIMS

**Agenda Item Name**

5810 - WC LEGAL SERVICES

**Agenda Wording**

Extend contract with Floyd & Kane, PLLC to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice regarding workers' compensation matter on an as-requested basis, beginning 1/1/21 through 12/31/21. Cost not to exceed \$250,000.

**Summary (Background)**

Jon Floyd has been providing outside legal counsel for workers' compensation matter since Greg Kane retired in 2019.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 250,000

# 5810-78500-17680-54601-99999

Select \$

#

Select \$

#

Select \$

#

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

RICHARDS, AMBER

**Study Session\Other**

Finance 1/25/21

**Division Director**

RICHARDS, AMBER

**Council Sponsor**

CM Mumm

**Finance**

BUSTOS, KIM

**Distribution List****Legal**

ODLE, MARI

jfloyd@floydkane.com

**For the Mayor**

ORMSBY, MICHAEL

sparker@spokanecity.org

**Additional Approvals**

mktturner@spokanecity.org

**Purchasing**

rkokot@spokanecity.org



**City of Spokane**  
**CONTRACT AMENDMENT / EXTENSION**  
**OUTSIDE COUNSEL CONTRACT**

This Contract Amendment / Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **FLOYD & KANE, PLLC**, whose address is 421 West Riverside Avenue, Suite 665, Spokane, Washington, 99201 as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as Outside Special Counsel providing legal services and advice to the City regarding workers' compensation matters on an as-needed basis; and*

*WHEREAS, additional funds are required, and the Contract time for performance needs to be extended, thus the original Contract needs to be formally Amended and Extended by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 1, 2019 and March 26, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Amendment / Extension shall become effective on January 1, 2021 and shall run through December 31, 2022.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)** for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Amendment / Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

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

**FLOYD & KANE, PLLC**

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

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

\_\_\_\_\_  
Title

Attest:

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

**CITY OF SPOKANE**

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

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

\_\_\_\_\_  
Title

Approved as to form:

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



# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route ALL requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 12/7/20

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Human Resources

**Approving Supervisor:** Amber Richards

**Amount of Proposed Expenditure:** \$250,000

**Funding Source:** Workers Comp Fund - 5810

Please verify correct funding sources. Please indicate breakdown if more than one funding source.

**Why is this expenditure necessary now?**

To prevent lapse in service contract

**What are the impacts if expenses are deferred?**

Lapse in contract, and lapse in services rendered.

**What alternative resources have been considered?**

**Description of the goods or service and any additional information?**

Outside Special Counsel providing legal services and advice to the City regarding workers' compensation matters on an as-needed basis;

**Person Submitting Form/Contact:** Amber Richards

**FINANCE SIGNATURE:**

*Tonya Wallace*

**CITY ADMINISTRATOR SIGNATURE:**

*Scott Simon*



## Briefing Paper

### Finance Committee

<b>Division &amp; Department:</b>	Human Resources
<b>Subject:</b>	Contract extension
<b>Date:</b>	December 12 <sup>th</sup> , 2020
<b>Contact (email &amp; phone):</b>	Amber Richards; arichards@spokanecity.org; 625-6383
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	Finance Committee
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Budget
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Effective representation of City interests in Workers Compensation claims being adjudicated.
<p><u>Background/History:</u> This is a request to extend the contract with Attorney Jon Floyd. As we have begun working through existing claims that have been mismanaged and as new claims arise claimant(s) have retained counsel, which has driven the need to retain Mr. Floyd to help adjudicate these claims. Mr. Floyd is the Subject matter expert with Worker's Compensation law and Labor and industries.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Retention of Mr. Kane in the ongoing adjudication will provide the continuity needed</li> <li>Mr. Kane is currently assigned to eight cases</li> <li>Workers compensation law is very specialized and interpretation at the Department level, more often than not, is not the interpretation at the Board, the Superior or Supreme Court level. Legal representation is necessary to navigate the ever changing interpretations and therefore maximize our potential for positive outcomes.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

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

02/01/2021

Date Rec'd	1/20/2021
Clerk's File #	OPR 2021-0052
Renews #	

Submitting Dept	ENGINEERING SERVICES	Cross Ref #	OPR 2021-0053
Contact Name/Phone	DAN BULLER 625-6391	Project #	2019113
Contact E-Mail	DBULLER@SPOKANECITY.ORG	Bid #	
Agenda Item Type	Contract Item	Requisition #	CR# 22216
Agenda Item Name	0370 - LOW BID AWARD - HALME CONSTRUCTION, INC.		

**Agenda Wording**

Low Bid of Halme Construction, Inc. (Spokane, WA) for the Sprague Avenue Rebuild Phase 2B - \$3,724,917.85 plus tax. An administrative reserve of \$372,491.79 plus tax, which is 10% of the contract, will be set aside.  
(East Central Neighborhood Council

**Summary (Background)**

On December 14, 2020 bids were opened for the above project. The low bid was from Halme Construction, Inc. in the amount of \$3,724,917.85, which is \$339,015.15 or 8.28% below the Engineer's Estimate; two other bids were received as follows: LaRiviere, Inc. - \$4,041,564.70 and DW Excavating, Inc. - \$4,107,791.20.

Lease? NO	Grant related? NO	Public Works? YES
<u>Fiscal Impact</u>		<u>Budget Account</u>
Expense	\$ 2,630,271.48	# 3200-95158-95300-56501-99999
Expense	\$ 30,870.63	# 3200-95158-95300-56501-21999
Expense	\$ 505,282.46	# 4250-43354-94310-56501-15787
Expense	\$ 418,696.29	# 4250-43387-94350-56501-15787
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	TWOHIG, KYLE	<u>Study Session\Other</u> UE 11/9/20
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u> Beggs
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	ODLE, MARI	eraea@spokanecity.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<u>Additional Approvals</u>		kgoodman@spokanecity.org
<u>Purchasing</u>	PRINCE, THEA	aduffey@spokanecity.org
		dbuller@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

OPR 2021-0052

Summary (Background)

Fiscal Impact

Expense     \$ 546,085.58

Select       \$

Budget Account

# 4250-42300-94340-56501-15787

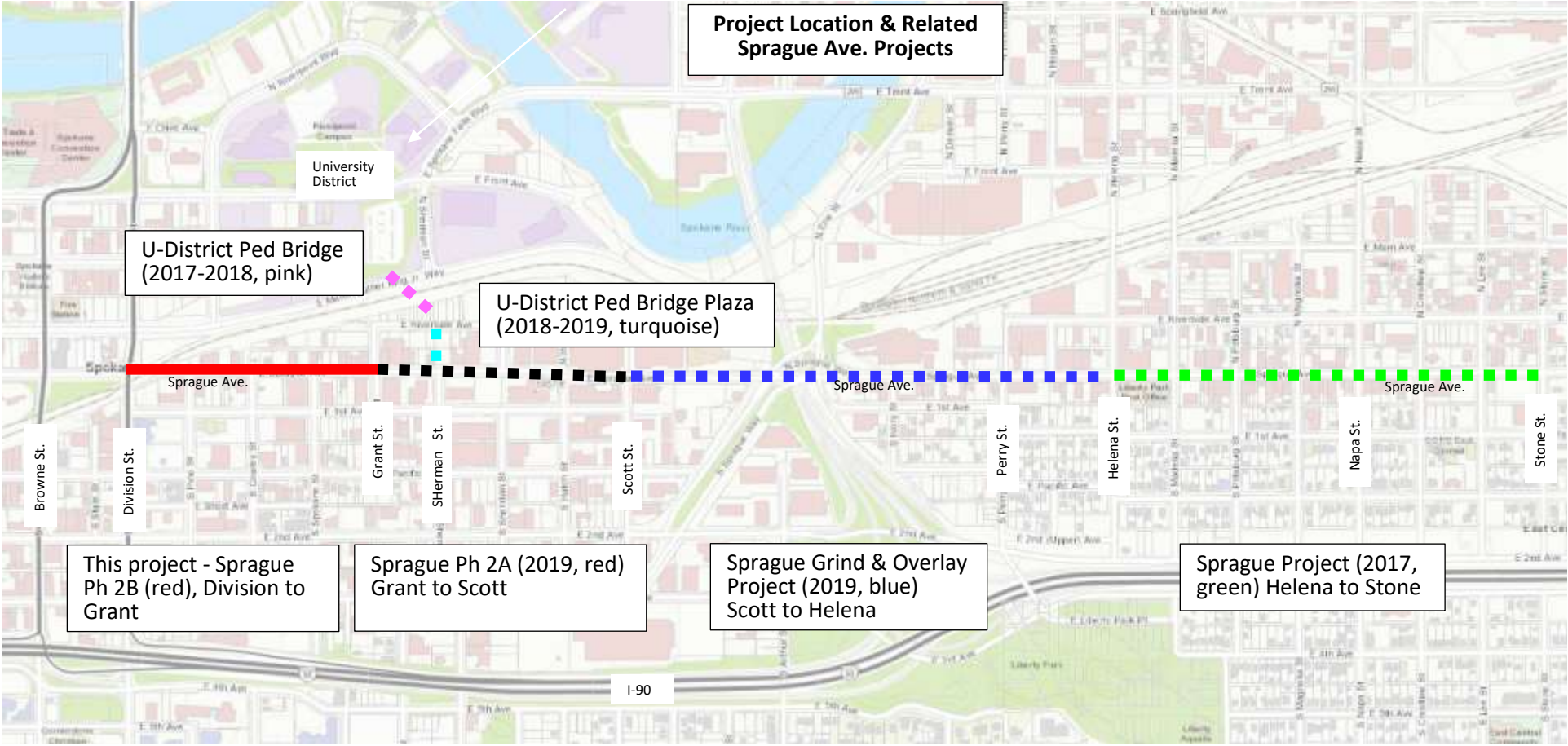
#

Distribution List


## Briefing Paper

### Urban Experience

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	Sprague Ave. Phase 2B
<b>Date:</b>	11-9-20
<b>Contact (email &amp; phone):</b>	Dan Buller ( <a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a> 625-6391)
<b>City Council Sponsor:</b>	
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	This project is in the 6 year street plan.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contract
<b>Background/History:</b> <ul style="list-style-type: none"> <li>This project was originally bid in March of this year but because of uncertainties about the adequacy of the experience of the low bidder coupled with the uncertainties of covid-19, all bids were rejected. This project is being advertised again for 2021 construction.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>This project is the fourth and last in a series of Sprague Ave. projects located between Division St. and Altamont St., three rebuilds and one grind &amp; overlay</li> <li>The first project was a full rebuild including sidewalks and associated pedestrian amenities in 2017 from Helena St. to Stone St.</li> <li>The second project was a full rebuild including sidewalks and associated pedestrian amenities in 2019 from Grant St. to Scott St.</li> <li>The third project was a grind &amp; overlay from Scott St. to Helena St.</li> <li>See attached exhibit.</li> <li>This project includes a full rebuild of Sprague Ave. from Division St. to Grant St. including sidewalks and associated pedestrian amenities.</li> <li>Also included are a 24" water main replacement, a 24" diameter stormwater pipe and various minor storm and sanitary sewer upgrades.</li> <li>Design was federally funded. Construction will be locally funded (UDRA, levy and utilities).</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A Specify changes required: Known challenges/barriers:	





# Expenditure Control Form

1. All requests being made must be accompanied by this form.
2. Route **ALL** requests to the Finance Department for signature.
3. If request is greater than \$100,000 it requires signatures by Finance and the City Administrator. Finance Dept. will route to City Administrator.

**Today's Date:** 12/4/20

**Type of expenditure:** Goods ☐ Services ☒

**Department:** Engineering

**Approving Supervisor:** Kyle Twohig

**Amount of Proposed Expenditure:** \$4,100,000

**Funding Source:** SIP loan paid with UDRA generated taxes

**Please verify correct funding sources. Please indicate breakdown if more than one funding source.**

**Why is this expenditure necessary now?**

This project is the final phase of a four part Sprague Ave. project which have been constructed over the last 5 years. UDRA Board agreed in 2018 to focus its resources (thru a SIP loan) to make this project occur sooner than waiting for future grant opportunities (and other City priorities).

**What are the impacts if expenses are deferred?**

Delayed completion of multi-phased project, also increases conflicts with 2022 Riverside project. The City's previous commitment to the UDRA Board would not be met (e.g., to accelerate the road project in support of economic growth in the area including the Catalyst and other developments adjacent to Sprague.)

**What alternative resources have been considered?**

Competitive grants, that would delay the timing the UDRA Board supports.

**Description of the goods or service and any additional information?**

Street and sidewalk reconstruction.

**Person Submitting Form/Contact:** Dan Buller

**FINANCE SIGNATURE:**

*Tonya Wallace*

**CITY ADMINISTRATOR SIGNATURE:**

*Scott Simmons*

Scott Simmons (Dec 21, 2020 17:22 PST)










# 2019113 ECF - Sprague Ph 2B

Final Audit Report

2020-12-28

Created:	2020-12-21
By:	Barbara Patrick (bpatrick@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAaFRU7DhLBsLjFzZnEEDfnkmzqjBOiiSI

## "2019113 ECF - Sprague Ph 2B" History

-  Document created by Barbara Patrick (bpatrick@spokanecity.org)  
2020-12-21 - 11:16:51 PM GMT- IP address: 73.140.9.166
-  Document emailed to Scott Simmons (smsimmons@spokanecity.org) for signature  
2020-12-21 - 11:18:00 PM GMT
-  Email viewed by Scott Simmons (smsimmons@spokanecity.org)  
2020-12-22 - 1:21:35 AM GMT- IP address: 198.1.39.252
-  Document e-signed by Scott Simmons (smsimmons@spokanecity.org)  
Signature Date: 2020-12-22 - 1:22:00 AM GMT - Time Source: server- IP address: 198.1.39.252
-  Document emailed to Tonya Wallace (twallace@spokanecity.org) for signature  
2020-12-22 - 1:22:03 AM GMT
-  Document shared with Brittany Kraft (bkraft@spokanecity.org)  
2020-12-22 - 10:14:11 PM GMT- IP address: 73.140.9.166
-  Email viewed by Tonya Wallace (twallace@spokanecity.org)  
2020-12-28 - 7:17:56 PM GMT- IP address: 198.1.39.252
-  Document e-signed by Tonya Wallace (twallace@spokanecity.org)  
Signature Date: 2020-12-28 - 7:19:15 PM GMT - Time Source: server- IP address: 198.1.39.252
-  Agreement completed.  
2020-12-28 - 7:19:15 PM GMT



**City of Spokane**

**PUBLIC WORKS CONTRACT**

**Title: SPRAGUE AVENUE REBUILD 2B –  
DIVISION STREET TO GRANT STREET**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HALME CONSTRUCTION, INC.**, whose address is 8727 West Highway 2, #100, Spokane, Washington 99224 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. **PERFORMANCE.** The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **SPRAGUE AVENUE REBUILD 2B – DIVISION STREET TO GRANT STREET.**
2. **CONTRACT DOCUMENTS.** The contract documents are this Contract, the Contractor's completed bid proposal form, the Washington State Department of Transportation's Standard Specifications for Road, Bridge and Municipal Construction 2020, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders and subsurface boring logs (if any). These contract documents are on file in the Engineering Services Department and are incorporated into this Contract by reference as if they were set forth at length. In the event of a conflict, or to resolve an ambiguity or dispute, federal and state requirements supersede this Contract, and this Contract supersedes the other contract documents.
3. **TIME OF PERFORMANCE.** The time of performance of the Contract shall be in accordance with the contract documents.
4. **LIQUIDATED DAMAGES.** Liquidated damages shall be in accordance with the contract documents.
5. **TERMINATION.** Either party may terminate this Contract in accordance with the contract documents.
6. **COMPENSATION.** This is a unit price contract, and upon full and complete performance by the Contractor, the City will pay only the amount set forth in Schedules A-1 and A-3 for the actual quantities furnished for each bid item.



7. TAXES. Bid items in Schedule A-1 will include sales tax. No sales taxes will be included in bid items for Schedule A-3.

8. PAYMENT. The Contractor will send its applications for payment to the Engineering Services Department, 808 West Spokane Falls Blvd., Second Floor, Spokane, Washington 99201. All invoices should include the Department Contract No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

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

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

11. INSURANCE. The Contractor represents that it and its employees, agents and subcontractors, in connection with the Contract, are protected against the risk of loss by the insurance coverages required in the contract documents. The policies shall be issued by companies that meet with the approval of the City Risk Manager. The policies shall not be canceled without at least minimum required written notice to the City as Additional Insured.

12. CONTRACTOR'S WARRANTY. The Contractor's warranty for all work, labor and materials shall be in accordance with the contract documents.

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

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

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

15. PUBLIC WORKS REQUIREMENTS. The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

16. SUBCONTRACTOR RESPONSIBILITY.

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

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
  - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
  - b. A Washington Employment Security Department number, as required in Title 50 RCW;
  - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- d. An electrical contractor license, if required by Chapter 19.28 RCW;
  - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

C. All Contractors and subcontractors are required to comply with the Spokane Municipal Code (SMC). In accordance with Article X, 7.06 SMC, Public Works Apprentice Program, for public works construction projects as defined in RCW 39.04.010 with an estimated cost of six hundred thousand dollars (\$600,000.00) or more, at least fifteen (15%) percent of the total contract labor project (all contractor and subcontractor hours) shall be performed by apprentices enrolled in a state-approved apprenticeship program.

- 1. The utilization percentage requirement of apprenticeship labor for public works construction contracts shall also apply to all subcontracts which value exceeds one hundred thousand dollars (\$100,000), provided there is a state-approved apprenticeship program for the trade for which a subcontract is issued (see, SMC 7.06.510).
- 2. Each subcontractor which this chapter applies is required to execute a form, provided by the city, acknowledging that the requirements of Article X 07.06 SMC are applicable to the labor hours for the project.
- 3. Each subcontractor is required to submit by the 15th of each month, a City of Spokane Statement of Apprentice/Journeyman Participation form for worked performed the previous month.

17. 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.

18. EXECUTIVE ORDER 11246.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for

- employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send each labor union, or representative of workers with which it has a collective bargaining contract or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - D. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - G. The Contractor will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

20. 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.

21. 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. Contractor will comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

22. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations that are incorporated herein by reference.
23. 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.
24. SEVERABILITY. In the event any provision of this Contract should become invalid, the rest of the Contract shall remain in full force and effect.
25. AUDIT / RECORDS. The Contractor and its subcontractors shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Contractor and its subcontractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Contract, the federal law shall prevail.
26. BUSINESS REGISTRATION REQUIREMENT. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at <http://bls.dor.wa.gov> or 1-800-451-7985 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.
27. CONSTRUAL. The Contractor acknowledges receipt of a copy of the contract documents and agrees to comply with them. The silence or omission in the contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract shall be construed neither in favor of nor against either party.
28. MODIFICATIONS. The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the Director of Engineering Services, and the Contract time and compensation will be adjusted accordingly.
29. INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein or therein set forth the entire Agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter.
30. OFF SITE PREFABRICATED ITEMS. In accordance with RCW 39.04.370, the Contractor shall submit certain information about off-site, prefabricated, nonstandard, project specific items produced under the terms of the Contract and produced outside Washington as a part of the "Affidavit of Wages Paid" form filed with the State Department of Labor and Industries.
31. FORCE MAJEURE. Neither party shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other party, or unusually severe weather affecting City, Contractor or its subcontractors, or (2) causes beyond their reasonable control and which are not

foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay.

32. CLEAN AIR ACT.

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations will be reported.

**HALME CONSTRUCTION, INC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Payment Bond  
Performance Bond  
Certification Regarding Debarment  
Schedules A-1 and A-3

20-219

**PAYMENT BOND**

We, **HALME CONSTRUCTION, INC.**, as principal, and \_\_\_\_\_,  
as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION SEVEN HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED SEVENTEEN AND 85/100 DOLLARS (\$3,724,917.85)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **SPRAGUE AVENUE REBUILD 2B – DIVISION STREET TO GRANT STREET**. If the principal shall:

- A. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply such person or subcontractors; and pay all taxes and contributions, increases and penalties as authorized by law; and
- B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on \_\_\_\_\_.

**HALME CONSTRUCTION, INC.,**

AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

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

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_)

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

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

Signature of Notary Public

My appointment expires \_\_\_\_\_



**PERFORMANCE BOND**

We, **HALME CONSTRUCTION, INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **THREE MILLION SEVEN HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED SEVENTEEN AND 85/100 DOLLARS (\$3,724,917.85)**, for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **SPRAGUE AVENUE REBUILD 2B – DIVISION STREET TO GRANT STREET**. If the principal shall:

- A. promptly and faithfully perform the Contract, and any contractual guaranty and indemnify and hold harmless the City from all loss, damage or claim which may result from any act or omission of the principal, its agents, employees, or subcontractors; and
- B. comply with all applicable federal, state and local laws and regulations;

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

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

SIGNED AND SEALED on \_\_\_\_\_

**HALME CONSTRUCTION, INC.,**

AS PRINCIPAL

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_,  
AS SURETY

By: \_\_\_\_\_  
Its Attorney in Fact

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

STATE OF WASHINGTON            )  
  ) ss.  
County of \_\_\_\_\_ )

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

DATED on \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

My appointment expires \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

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

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

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

**SCHEDULE A-1**  
***Tax Classification: Sales tax shall be included in unit prices***

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
101	ADA FEATURES SURVEYING	1.0 LS	3252.16	3252.16
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1.0 EST	1.00	1.00
103	SPCC PLAN	1.0 LS	500.00	500.00
104	POTHOLING	30.0 EA	373.75	11212.50
105	PUBLIC LIAISON REPRESENTATIVE	1.0 LS	500.00	500.00
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	14.0 EA	937.27	13121.78
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.0 LS	3455.79	3455.79
108	TYPE B PROGRESS SCHEDULE	1.0 LS	500.00	500.00
109	MOBILIZATION	1.0 LS	366000.00	366000.00
110	PROJECT TEMPORARY TRAFFIC CONTROL	1.0 LS	50816.74	50816.74
111	SPECIAL SIGNS	215.0 SF	11.31	2431.65
112	SEQUENTIAL ARROW SIGN	4,600.0 HR	1.13	5198.00
113	PORTABLE CHANGEABLE MESSAGE SIGN	400.0 HR	3.39	1356.00
114	TYPE III BARRICADE	25.0 EA	33.94	848.50
115	CLEARING AND GRUBBING	1.0 LS	11918.24	11918.24
116	TREE PROTECTION ZONE	1.0 EA	107.40	107.40
117	REMOVE TREE, CLASS I	4.0 EA	407.22	1628.88
118	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.0 LS	10173.64	10173.64

119	REMOVE EXISTING CURB	2,700.0	LF	2.74	7398.00
120	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2,905.0	SY	5.04	14641.20
121	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	13.0	EA	191.13	2484.69
122	REMOVE EXISTING <12 IN. DIA. PIPE	145.0	LF	6.56	951.20
123	REMOVE EXISTING >12 IN. TO < 30 IN. DIA. PIPE	724.0	LF	6.56	4749.44
124	SALVAGE GRANITE CURB	920.0	LF	7.58	6973.60
125	SAWCUTTING CURB	12.0	EA	22.62	271.44
126	SAWCUTTING RIGID PAVE- MENT	7,770.0	LFI	0.81	6293.70
127	SAWCUTTING FLEXIBLE PAVEMENT	7,070.0	LFI	0.31	2191.70
128	REMOVE AND DISPOSE OF TROLLEY RAILS	1,150.0	LF	17.00	19550.00
129	ABANDON EXISTING MAN- HOLE, CATCH BASIN OR DRY- WELL	1.0	EA	254.34	254.34
130	ROADWAY EXCAVATION INCL. HAUL	3,550.0	CY	35.00	124250.00
131	REMOVE UNSUITABLE FOUN- DATION MATERIAL	350.0	CY	16.98	5943.00
132	REPLACE UNSUITABLE FOUN- DATION MATERIAL	350.0	CY	15.60	5460.00
133	COMMON BORROW INCL. HAUL	100.0	CY	13.33	1333.00
134	PRE & POST CONSTRUCTION CONDITION SURVEY	1.0	LS	25000.00	25000.00
135	CONSTRUCTION VIBRATION MONITORING	1.0	LS	34000.00	34000.00
136	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - ROADWAY EXCAVATION	100.0	CY	113.12	11312.00

137	SPECIAL / INDUSTRIAL WASTE	20.0	TON	83.00	1660.00
138	DISPOSAL OF INERT FILL AND DEBRIS, INCL. HAUL	10.0	CY	37.33	373.30
139	MATERIAL HAUL TO GRAHAM ROAD LANDFILL	20.0	TON	23.19	463.80
140	PREPARATION OF UN-TREATED ROADWAY	7,825.0	SY	1.04	8138.00
141	STRUCTURE EXCAVATION CLASS A INCL. HAUL	208.0	CY	21.19	4407.52
142	SHORING OR EXTRA EXCAVATION CLASS A	1.0	LS	4406.60	4406.60
143	CONTROLLED DENSITY FILL	530.0	CY	119.69	63435.70
144	CRUSHED SURFACING TOP COURSE	435.0	CY	50.40	21924.00
145	CRUSHED SURFACING BASE COURSE	1,215.0	CY	39.00	47385.00
146	CSTC FOR SIDEWALK AND DRIVEWAYS	250.0	CY	98.80	24700.00
147	ALLEY GRADING AND DUST CONTROL	2,125.0	SY	1.90	4037.50
148	HMA CL. 1/2 IN. PG 70-28, 7 INCH THICK	7,025.0	SY	32.00	224800.00
149	HMA CL. 1/2 IN. PG 64-28, 4 INCH THICK	800.0	SY	28.00	22400.00
150	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	50.0	SY	78.29	3914.50
151	HMA FOR TRANSITION CL. 1/2 IN. PG 64-28, 2 INCH THICK	180.0	SY	21.44	3859.20
152	PAVEMENT REPAIR EXCAVATION INCL. HAUL	50.0	SY	17.97	898.50
153	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.0	EST	-1.00	-1.00
154	COMPACTION PRICE ADJUSTMENT	13,000.0	EST	1.00	13000.00

155	CONC. RETAINING WALL	1,380.0	SF	47.71	65839.80
156	LANDSCAPE CURB WALL	110.0	LF	30.00	3300.00
157	CEMENT CONCRETE CURB WALL	370.0	LF	36.00	13320.00
158	GRAVEL BACKFILL FOR WALL	100.0	CY	57.17	5717.00
159	REMOVE AND FILL STRUCTURAL SIDEWALK 314 E SPRAGUE	1.0	LS	22059.90	22059.90
160	SOIL NAIL - EPOXY COATED	133.0	EA	600.00	79800.00
161	SOIL NAIL - PRESSURE GROUTING	133.0	EA	300.00	39900.00
162	PREFABRICATED DRAINAGE MAT	200.0	SY	14.24	2848.00
163	SOIL NAIL VERIFICATION TEST AND SOIL NAIL PROOF TEST	7.0	EA	1131.19	7918.33
164	CONCRETE FASCIA PANEL	1,325.0	SF	78.00	103350.00
165	SIDEWALK TRENCH DRAIN	12.0	LF	248.86	2986.32
166	STORM SEWER PIPE 24 IN. DIA.	1,302.0	LF	124.13	161617.26
167	TEMPORARY PIPE PLUG	1.0	EA	233.60	233.60
168	MANHOLE 48 IN.	8.0	EA	4176.34	33410.72
169	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	3.0	VF	185.35	556.05
170	ADJUST EXISTING VALVE BOX, MON OR CO IN CONCRETE	13.0	EA	406.98	5290.74
171	ADJUST EXISTING MH, CB, DW OR INLET IN ASPHALT	1.0	EA	406.98	406.98
172	CATCH BASIN TYPE 1	4.0	EA	2482.23	9928.92
173	CATCH BASIN TYPE 3	5.0	EA	2456.66	12283.30
174	MH OR DW FRAME AND COVER (LOCKABLE)	2.0	EA	549.35	1098.70

175	FRAME AND GRATE FOR CB OR GRATE INLET	2.0	EA	549.35	1098.70
176	VALVE BOX AND COVER	7.0	EA	277.20	1940.40
177	RECONSTRUCT 48 IN. MH INVERT	1.0	EA	1401.58	1401.58
178	MANHOLE TEST	2.0	EA	618.54	1237.08
179	CLEANING EXISTING DRAINAGE STRUCTURE	2.0	EA	95.40	190.80
180	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	1,350.0	CY	113.33	152995.50
181	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	70.0	CY	14.98	1048.60
182	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	70.0	CY	13.33	933.10
183	IMPORTED BACKFILL	1,250.0	CY	22.00	27500.00
184	TRENCH SAFETY SYSTEM	1.0	LS	791.83	791.83
185	SIDE SEWER CLEANING AND VIDEO INSPECTION	32.0	EA	395.91	12669.12
186	CATCH BASIN SEWER PIPE 8 IN. DIA.	340.0	LF	33.31	11325.40
187	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	10.0	LF	47.62	476.20
188	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW OR MH	4.0	EA	267.53	1070.12
189	CONNECT 24 IN. DIA. PIPE TO EXISTING CB, DW OR MH	1.0	EA	1349.52	1349.52
190	CONNECT 6 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	24.0	EA	1200.00	28800.00
191	CONNECT 21 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1.0	EA	1556.55	1556.55
192	CONNECT 24 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1.0	EA	2178.70	2178.70



193	PLUGGING EXISTING PIPE	10.0	EA	233.60	2336.00
194	TEMPORARY ADJACENT UTILITY SUPPORT	1.0	LS	4671.96	4671.96
195	ENCASE WATER/SEWER AT CROSSINGS	7.0	EA	1388.30	9718.10
196	CLEANING EXISTING SANITARY SEWERS	4.0	EA	1244.30	4977.20
197	TRENCH EXC. FOR WATER SERVICE TAP	25.0	LF	48.06	1201.50
198	SANITARY SEWER PIPE 21 IN. DIA.	525.0	LF	129.20	67830.00
199	SANITARY SEWER PIPE 24 IN. DIA.	205.0	LF	138.24	28339.20
200	BYPASS PUMPING	1.0	LS	80000.00	80000.00
201	SIDE SEWER PIPE 6 IN. DIA.	510.0	LF	38.26	19512.60
202	SIDE SEWER PERMIT	17.0	EA	40.00	680.00
203	ESC LEAD	1.0	LS	500.00	500.00
204	INLET PROTECTION	12.0	EA	59.01	708.12
205	STREET CLEANING	100.0	HR	211.92	21192.00
206	TOPSOIL TYPE A, 18 INCH THICK	185.0	SY	45.81	8474.85
207	STRUCTURAL PLANTING SOIL	20.0	CY	223.97	4479.40
208	2 INCH CALIPER SHADE TREE	39.0	EA	589.00	22971.00
209	1 GALLON SHRUB	87.0	EA	26.02	2263.74
210	2 GALLON SHRUB	37.0	EA	50.90	1883.30
211	BARK OR WOOD CHIP MULCH	9.0	CY	73.53	661.77
212	BASALT TOP DRESSING, 3 INCH THICK	3.0	CY	164.02	492.06
213	LANDSCAPE BOULDERS	4.0	EA	220.58	882.32
214	HDPE WATER BARRIER	200.0	LF	24.00	4800.00
215	IRRIGATION SYSTEM	1.0	LS	33000.00	33000.00

216	IRRIGATION SYSTEM, LIGHT POLES	1.0	LS	33000.00	33000.00
217	4 IN. DI IRRIGATION SLEEVE	400.0	LF	45.25	18100.00
218	REMOVE AND REPLACE EX- ISTING SPRINKLER HEADS AND LINES	1.0	LS	3619.81	3619.81
219	CEMENT CONCRETE CURB	70.0	LF	42.01	2940.70
220	CEMENT CONC. CURB AND GUTTER	2,832.0	LF	19.00	53808.00
221	REINSTALL GRANITE CURB	170.0	LF	58.00	9860.00
222	CEMENT CONCRETE DRIVE- WAY	350.0	SY	59.30	20755.00
223	CEMENT CONCRETE DRIVE- WAY - HIGH EARLY	70.0	SY	65.07	4554.90
224	CEMENT CONCRETE DRIVE- WAY TRANSITION	60.0	SY	65.07	3904.20
225	CEMENT CONCRETE DRIVE- WAY TRANSITION - HIGH EARLY	10.0	SY	205.00	2050.00
226	CHANNELIZING DEVICES TYPE 4	6.0	EA	271.48	1628.88
227	MODIFY FENCING	1.0	LS	5000.00	5000.00
228	VINYL COATED CHAIN LINK FENCE	300.0	LF	39.00	11700.00
229	SINGLE 4 FT. CHAIN LINK GATE	1.0	EA	565.60	565.60
230	TEMPORARY CONSTRUCTION FENCING	600.0	LF	3.39	2034.00
231	MONUMENT FRAME AND COVER	1.0	EA	188.33	188.33
232	CEMENT CONC. SIDEWALK	3,700.0	SY	49.95	184815.00
233	RAMP DETECTABLE WARN- ING	320.0	SF	20.36	6515.20
234	TREE GRATE	39.0	EA	2375.49	92644.11

235	ILLUMINATION CONDUIT SYSTEM, SHERMAN	1.0	LS	22000.00	22000.00
236	ILLUMINATION CONDUIT SYSTEM, PINE	1.0	LS	81000.00	81000.00
237	ILLUMINATION SYSTEM, SHERMAN	1.0	LS	64000.00	64000.00
238	ILLUMINATION SYSTEM, PINE	1.0	LS	225000.00	225000.00
239	ON CALL EMERGENCY FIBER OPTIC SPLICING	1.0	LS	15000.00	15000.00
240	TEMPORARY INTERSECTION LIGHTING SYSTEM	1.0	LS	75000.00	75000.00
241	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1.0	LS	17000.00	17000.00
242	SPECIAL BUSINESS SIGNS	500.0	SF	9.05	4525.00
243	OVER HEIGHT CURTAIN WARNING SYSTEM 1	1.0	LS	14000.00	14000.00
244	OVER HEIGHT CURTAIN WARNING SYSTEM 2	1.0	LS	14000.00	14000.00
245	REMOVAL OF EXISTING PAVEMENT MARKINGS	40.0	SF	22.62	904.80
246	PAVEMENT MARKING - DURABLE HEAT APPLIED	540.0	SF	10.18	5497.20
247	PAVEMENT MARKING - DURABLE INLAY TAPE	500.0	SF	14.14	7070.00
248	PAVEMENT MARKING - PAINT	80.0	SF	3.39	271.20
249	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	4.0	EA	169.68	678.72
250	STAIRWAY	1.0	LS	28183.54	<u>28183.54</u>
					<u>\$3,379,700.34</u>

**SCHEDULE A-3*****Tax Classification: Sales tax shall NOT be included in unit prices***

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITIES</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
301	POTHOLING	10.0 EA	373.75	3737.50
302	REMOVE EXISTING <12 IN. DIA. PIPE	22.0 LF	6.56	144.32
303	REMOVE EXISTING >12 IN. TO < 30 IN. DIA. PIPE	1,407.0 LF	6.56	9229.92
304	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	200.0 CY	113.12	22624.00
305	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	100.0 CY	16.98	1698.00
306	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	100.0 CY	26.00	2600.00
307	IMPORTED BACKFILL	200.0 CY	22.00	4400.00
308	TRENCH SAFETY SYSTEM	1.0 LS	5000.00	5000.00
309	TEMPORARY ADJACENT UTILITY SUPPORT	1.0 LS	18687.85	18687.85
310	DI PIPE FOR WATER MAIN 6 IN. DIA.	20.0 LF	75.77	1515.40
311	DI PIPE FOR WATER MAIN 18 IN. DIA.	91.0 LF	176.39	16051.49
312	DI PIPE FOR WATER MAIN 24 IN. DIA.	1,312.0 LF	169.11	221872.32
313	BLOWOFF ASSEMBLY (Y-105)	1.0 EA	5992.32	5992.32
314	SHARED BLOWOFF PIPING (4 INCH)	1.0 EA	3385.84	3385.84
315	GATE VALVE 6 IN.	1.0 EA	2800.69	2800.69
316	HYDRANT ASSEMBLY	3.0 EA	8492.62	<u>25477.86</u>
				<u>\$345,217.51</u>

**City Of Spokane**  
**Engineering Services Department**  
**\*\*\* Bid Tabulation \*\*\***

**Project Number:** 2019113

**Project Description** Sprague Ave Rebuild 2B

**Original Date** 2/24/2020 8:43:35 AM

**Funding Source** Local

**Update Date** 12/14/2020 3:26:35 PM

**Preparer** Jonathan Adams

**Addendum**

<b>Project Number: 2019113</b>			<b>Engineer's Estimate</b>		Halme Construction Inc		LaRiviere Inc		DW Excavating, Inc_	
<b>Item No</b>	<b>Bid Item Description</b>	<b>Est. Qty</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>	<b>Unit Price</b>	<b>Amount</b>

**Schedule Description**

**Tax Classification**

<b>Schedule 01</b>		Street								
		Sales tax shall be included in unit prices								
101	ADA FEATURES SURVEYING	1 LS	*****	5,000.00	*****	3,252.16	*****	2,300.00	*****	3,341.50
102	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
103	SPCC PLAN	1 LS	*****	1,000.00	*****	500.00	*****	1,700.00	*****	677.50
104	POTHOLING	30 EA	400.00	12,000.00	373.75	11,212.50	560.00	16,800.00	136.00	4,080.00
105	PUBLIC LIAISON REPRESENTATIVE	1 LS	*****	12,000.00	*****	500.00	*****	31,500.00	*****	3,388.50
106	REFERENCE AND REESTABLISH SURVEY MONUMENT	14 EA	550.00	7,700.00	937.27	13,121.78	950.00	13,300.00	619.00	8,666.00
107	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	*****	4,000.00	*****	3,455.79	*****	3,400.00	*****	7,425.00
108	TYPE B PROGRESS SCHEDULE	1 LS	*****	5,000.00	*****	500.00	*****	4,200.00	*****	2,711.00
109	MOBILIZATION	1 LS	*****	350,000.00	*****	366,000.00	*****	143,000.00	*****	50,000.00
110	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	*****	60,000.00	*****	50,816.74	*****	92,500.00	*****	110,000.00
111	SPECIAL SIGNS	215 SF	20.00	4,300.00	11.31	2,431.65	23.00	4,945.00	12.50	2,687.50
112	SEQUENTIAL ARROW SIGN	4600 HR	4.00	18,400.00	1.13	5,198.00	3.10	14,260.00	3.00	13,800.00
113	PORTABLE CHANGEABLE MESSAGE SIGN	400 HR	7.00	2,800.00	3.39	1,356.00	7.10	2,840.00	2.00	800.00
114	TYPE III BARRICADE	25 EA	75.00	1,875.00	33.94	848.50	17.00	425.00	124.00	3,100.00

<i>Project Number:</i> <b>2019113</b>		<i>Engineer's Estimate</i>			Halme Construction Inc		LaRiviere Inc		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street					Sales tax shall be included in unit prices					
115	CLEARING AND GRUBBING	1 LS	*****	10,000.00	*****	11,918.24	*****	10,000.00	*****	1,783.00
116	TREE PROTECTION ZONE	1 EA	350.00	350.00	107.40	107.40	740.00	740.00	433.00	433.00
117	REMOVE TREE, CLASS I	4 EA	400.00	1,600.00	407.22	1,628.88	630.00	2,520.00	680.50	2,722.00
118	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	*****	15,000.00	*****	10,173.64	*****	14,000.00	*****	5,720.00
119	REMOVE EXISTING CURB	2700 LF	8.00	21,600.00	2.74	7,398.00	6.40	17,280.00	3.50	9,450.00
120	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	2905 SY	10.00	29,050.00	5.04	14,641.20	89.00	258,545.00	7.00	20,335.00
121	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	13 EA	500.00	6,500.00	191.13	2,484.69	400.00	5,200.00	618.50	8,040.50
122	REMOVE EXISTING <12 IN. DIA. PIPE	145 LF	8.00	1,160.00	6.56	951.20	5.70	826.50	37.00	5,365.00
123	REMOVE EXISTING >12 IN. TO < 30 IN. DIA. PIPE	724 LF	12.00	8,688.00	6.56	4,749.44	9.80	7,095.20	35.50	25,702.00
124	SALVAGE GRANITE CURB	920 LF	20.00	18,400.00	7.58	6,973.60	23.00	21,160.00	10.00	9,200.00
125	SAWCUTTING CURB	12 EA	30.00	360.00	22.62	271.44	34.00	408.00	25.00	300.00
126	SAWCUTTING RIGID PAVEMENT	7770 LFI	1.50	11,655.00	0.81	6,293.70	1.10	8,547.00	0.80	6,216.00
127	SAWCUTTING FLEXIBLE PAVEMENT	7070 LFI	0.50	3,535.00	0.31	2,191.70	0.35	2,474.50	0.36	2,545.20
128	REMOVE AND DISPOSE OF TROLLEY RAILS	1150 LF	10.00	11,500.00	17.00	19,550.00	10.00	11,500.00	4.50	5,175.00
129	ABANDON EXISTING MANHOLE, CATCH BASIN OR DRYWELL	1 EA	500.00	500.00	254.34	254.34	710.00	710.00	1,551.50	1,551.50
130	ROADWAY EXCAVATION INCL. HAUL	3550 CY	30.00	106,500.00	35.00	124,250.00	20.00	71,000.00	30.00	106,500.00
131	REMOVE UNSUITABLE FOUNDATION MATERIAL	350 CY	25.00	8,750.00	16.98	5,943.00	27.00	9,450.00	18.00	6,300.00
132	REPLACE UNSUITABLE FOUNDATION MATERIAL	350 CY	25.00	8,750.00	15.60	5,460.00	22.00	7,700.00	14.50	5,075.00
133	COMMON BORROW INCL. HAUL	100 CY	30.00	3,000.00	13.33	1,333.00	21.00	2,100.00	10.50	1,050.00

<i>Project Number:</i> <b>2019113</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street					Sales tax shall be included in unit prices					
152	PAVEMENT REPAIR EXCAVATION INCL. HAUL	50 SY	45.00	2,250.00	17.97	898.50	14.00	700.00	49.50	2,475.00
153	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00	-1.00
154	COMPACTION PRICE ADJUSTMENT	13000 EST	1.00	13,000.00	1.00	13,000.00	1.00	13,000.00	1.00	13,000.00
155	CONC. RETAINING WALL	1380 SF	50.00	69,000.00	47.71	65,839.80	59.00	81,420.00	63.50	87,630.00
156	LANDSCAPE CURB WALL	110 LF	90.00	9,900.00	30.00	3,300.00	44.00	4,840.00	72.00	7,920.00
157	CEMENT CONCRETE CURB WALL	370 LF	90.00	33,300.00	36.00	13,320.00	78.00	28,860.00	72.00	26,640.00
158	GRAVEL BACKFILL FOR WALL	100 CY	30.00	3,000.00	57.17	5,717.00	20.00	2,000.00	28.50	2,850.00
159	REMOVE AND FILL STRUCTURAL SIDEWALK 314 E SPRAGUE	1 LS	*****	15,000.00	*****	22,059.90	*****	11,500.00	*****	18,563.50
160	SOIL NAIL - EPOXY COATED	133 EA	600.00	79,800.00	600.00	79,800.00	2,000.00	266,000.00	2,165.50	288,011.50
161	SOIL NAIL - PRESSURE GROUTING	133 EA	500.00	66,500.00	300.00	39,900.00	170.00	22,610.00	185.50	24,671.50
162	PREFABRICATED DRAINAGE MAT	200 SY	25.00	5,000.00	14.24	2,848.00	8.60	1,720.00	9.50	1,900.00
163	SOIL NAIL VERIFICATION TEST AND SOIL NAIL PROOF TEST	7 EA	1,200.00	8,400.00	1,131.19	7,918.33	2,300.00	16,100.00	2,475.00	17,325.00
164	CONCRETE FASCIA PANEL	1325 SF	60.00	79,500.00	78.00	103,350.00	83.00	109,975.00	11.50	15,237.50
165	SIDEWALK TRENCH DRAIN	12 LF	100.00	1,200.00	248.86	2,986.32	250.00	3,000.00	476.50	5,718.00
166	STORM SEWER PIPE 24 IN. DIA.	1302 LF	120.00	156,240.00	124.13	161,617.26	150.00	195,300.00	102.50	133,455.00
167	TEMPORARY PIPE PLUG	1 EA	1,000.00	1,000.00	233.60	233.60	2,000.00	2,000.00	2,449.50	2,449.50
168	MANHOLE 48 IN.	8 EA	5,500.00	44,000.00	4,176.34	33,410.72	3,800.00	30,400.00	4,063.00	32,504.00
169	MANHOLE ADDITIONAL HEIGHT 48 IN. DIA.	3 VF	200.00	600.00	185.35	556.05	350.00	1,050.00	1,626.50	4,879.50
170	ADJUST EXISTING VALVE BOX, MON OR CO IN CONCRETE	13 EA	500.00	6,500.00	406.98	5,290.74	600.00	7,800.00	702.50	9,132.50

<i>Project Number:</i> <b>2019113</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street					Sales tax shall be included in unit prices					
171	ADJUST EXISTING MH, CB, DW OR INLET IN ASPHALT	1 EA	600.00	600.00	406.98	406.98	600.00	600.00	694.50	694.50
172	CATCH BASIN TYPE 1	4 EA	2,500.00	10,000.00	2,482.23	9,928.92	3,400.00	13,600.00	3,162.00	12,648.00
173	CATCH BASIN TYPE 3	5 EA	3,000.00	15,000.00	2,456.66	12,283.30	3,600.00	18,000.00	3,318.00	16,590.00
174	MH OR DW FRAME AND COVER (LOCKABLE)	2 EA	800.00	1,600.00	549.35	1,098.70	750.00	1,500.00	526.50	1,053.00
175	FRAME AND GRATE FOR CB OR GRATE INLET	2 EA	800.00	1,600.00	549.35	1,098.70	770.00	1,540.00	513.00	1,026.00
176	VALVE BOX AND COVER	7 EA	600.00	4,200.00	277.20	1,940.40	870.00	6,090.00	592.00	4,144.00
177	RECONSTRUCT 48 IN. MH INVERT	1 EA	1,500.00	1,500.00	1,401.58	1,401.58	1,400.00	1,400.00	3,182.50	3,182.50
178	MANHOLE TEST	2 EA	600.00	1,200.00	618.54	1,237.08	680.00	1,360.00	1,860.00	3,720.00
179	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	400.00	800.00	95.40	190.80	410.00	820.00	711.50	1,423.00
180	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	1350 CY	250.00	337,500.00	113.33	152,995.50	110.00	148,500.00	167.00	225,450.00
181	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	70 CY	50.00	3,500.00	14.98	1,048.60	29.00	2,030.00	21.50	1,505.00
182	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	70 CY	40.00	2,800.00	13.33	933.10	14.00	980.00	14.50	1,015.00
183	IMPORTED BACKFILL	1250 CY	30.00	37,500.00	22.00	27,500.00	7.50	9,375.00	26.50	33,125.00
184	TRENCH SAFETY SYSTEM	1 LS	*****	5,000.00	*****	791.83	*****	3,600.00	*****	1,626.50
185	SIDE SEWER CLEANING AND VIDEO INSPECTION	32 EA	500.00	16,000.00	395.91	12,669.12	340.00	10,880.00	928.00	29,696.00
186	CATCH BASIN SEWER PIPE 8 IN. DIA.	340 LF	50.00	17,000.00	33.31	11,325.40	22.00	7,480.00	45.50	15,470.00
187	CATCH BASIN DUCTILE IRON SEWER PIPE 8 IN. DIA.	10 LF	60.00	600.00	47.62	476.20	140.00	1,400.00	112.00	1,120.00
188	CONNECT 8 IN. DIA. PIPE TO EXISTING CB, DW OR MH	4 EA	800.00	3,200.00	267.53	1,070.12	940.00	3,760.00	1,088.50	4,354.00



<i>Project Number:      2019113</i>			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street		Sales tax shall be included in unit prices								
189	CONNECT 24 IN. DIA. PIPE TO EXISTING CB, DW OR MH	1 EA	1,200.00	1,200.00	1,349.52	1,349.52	4,000.00	4,000.00	2,302.00	2,302.00
190	CONNECT 6 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	24 EA	600.00	14,400.00	1,200.00	28,800.00	650.00	15,600.00	1,474.50	35,388.00
191	CONNECT 21 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	1,000.00	1,000.00	1,556.55	1,556.55	2,800.00	2,800.00	2,113.50	2,113.50
192	CONNECT 24 IN. DIA. SEWER PIPE TO EXISTING SEWER PIPE	1 EA	2,000.00	2,000.00	2,178.70	2,178.70	2,300.00	2,300.00	2,192.00	2,192.00
193	PLUGGING EXISTING PIPE	10 EA	300.00	3,000.00	233.60	2,336.00	220.00	2,200.00	186.50	1,865.00
194	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	1,200.00	*****	4,671.96	*****	570.00	*****	1,084.50
195	ENCASE WATER/SEWER AT CROSSINGS	7 EA	1,000.00	7,000.00	1,388.30	9,718.10	620.00	4,340.00	524.50	3,671.50
196	CLEANING EXISTING SANITARY SEWERS	4 EA	400.00	1,600.00	1,244.30	4,977.20	340.00	1,360.00	928.00	3,712.00
197	TRENCH EXC. FOR WATER SERVICE TAP	25 LF	40.00	1,000.00	48.06	1,201.50	160.00	4,000.00	31.00	775.00
198	SANITARY SEWER PIPE 21 IN. DIA.	525 LF	150.00	78,750.00	129.20	67,830.00	140.00	73,500.00	162.00	85,050.00
199	SANITARY SEWER PIPE 24 IN. DIA.	205 LF	150.00	30,750.00	138.24	28,339.20	88.00	18,040.00	127.00	26,035.00
200	BYPASS PUMPING	1 LS	*****	150,000.00	*****	80,000.00	*****	40,000.00	*****	50,000.00
201	SIDE SEWER PIPE 6 IN. DIA.	510 LF	50.00	25,500.00	38.26	19,512.60	43.00	21,930.00	62.50	31,875.00
202	SIDE SEWER PERMIT	17 EA	40.00	680.00	40.00	680.00	40.00	680.00	40.00	680.00
203	ESC LEAD	1 LS	*****	1,000.00	*****	500.00	*****	3,500.00	*****	677.50
204	INLET PROTECTION	12 EA	90.00	1,080.00	59.01	708.12	130.00	1,560.00	75.50	906.00
205	STREET CLEANING	100 HR	200.00	20,000.00	211.92	21,192.00	260.00	26,000.00	224.50	22,450.00
206	TOPSOIL TYPE A, 18 INCH THICK	185 SY	35.00	6,475.00	45.81	8,474.85	35.00	6,475.00	54.00	9,990.00
207	STRUCTURAL PLANTING SOIL	20 CY	220.00	4,400.00	223.97	4,479.40	78.00	1,560.00	245.00	4,900.00

<i>Project Number:</i> <b>2019113</b>			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street					Sales tax shall be included in unit prices					
208	2 INCH CALIPER SHADE TREE	39 EA	550.00	21,450.00	589.00	22,971.00	540.00	21,060.00	643.50	25,096.50
209	1 GALLON SHRUB	87 EA	30.00	2,610.00	26.02	2,263.74	28.00	2,436.00	32.00	2,784.00
210	2 GALLON SHRUB	37 EA	55.00	2,035.00	50.90	1,883.30	63.00	2,331.00	58.00	2,146.00
211	BARK OR WOOD CHIP MULCH	9 CY	80.00	720.00	73.53	661.77	73.00	657.00	93.00	837.00
212	BASALT TOP DRESSING, 3 INCH THICK	3 CY	100.00	300.00	164.02	492.06	120.00	360.00	179.50	538.50
213	LANDSCAPE BOULDERS	4 EA	175.00	700.00	220.58	882.32	120.00	480.00	241.50	966.00
214	HDPE WATER BARRIER	200 LF	10.00	2,000.00	24.00	4,800.00	12.00	2,400.00	26.00	5,200.00
215	IRRIGATION SYSTEM	1 LS	*****	30,000.00	*****	33,000.00	*****	48,000.00	*****	36,000.00
216	IRRIGATION SYSTEM, LIGHT POLES	1 LS	*****	25,000.00	*****	33,000.00	*****	44,500.00	*****	36,000.00
217	4 IN. DI IRRIGATION SLEEVE	400 LF	50.00	20,000.00	45.25	18,100.00	16.00	6,400.00	47.00	18,800.00
218	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	*****	3,000.00	*****	3,619.81	*****	3,900.00	*****	6,000.00
219	CEMENT CONCRETE CURB	70 LF	45.00	3,150.00	42.01	2,940.70	64.00	4,480.00	40.50	2,835.00
220	CEMENT CONC. CURB AND GUTTER	2832 LF	20.00	56,640.00	19.00	53,808.00	24.00	67,968.00	45.00	127,440.00
221	REINSTALL GRANITE CURB	170 LF	40.00	6,800.00	58.00	9,860.00	68.00	11,560.00	79.50	13,515.00
222	CEMENT CONCRETE DRIVEWAY	350 SY	60.00	21,000.00	59.30	20,755.00	110.00	38,500.00	90.50	31,675.00
223	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	70 SY	65.00	4,550.00	65.07	4,554.90	110.00	7,700.00	477.00	33,390.00
224	CEMENT CONCRETE DRIVEWAY TRANSITION	60 SY	65.00	3,900.00	65.07	3,904.20	96.00	5,760.00	50.50	3,030.00
225	CEMENT CONCRETE DRIVEWAY TRANSITION - HIGH EARLY	10 SY	75.00	750.00	205.00	2,050.00	100.00	1,000.00	77.50	775.00
226	CHANNELIZING DEVICES TYPE 4	6 EA	250.00	1,500.00	271.48	1,628.88	270.00	1,620.00	297.00	1,782.00

<i>Project Number:</i> <b>2019113</b>		<i>Engineer's Estimate</i>			Halme Construction Inc		LaRiviere Inc		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street					Sales tax shall be included in unit prices					
227	MODIFY FENCING	1 LS	*****	1,500.00	*****	5,000.00	*****	4,900.00	*****	6,000.00
228	VINYL COATED CHAIN LINK FENCE	300 LF	40.00	12,000.00	39.00	11,700.00	39.00	11,700.00	42.50	12,750.00
229	SINGLE 4 FT. CHAIN LINK GATE	1 EA	550.00	550.00	565.60	565.60	800.00	800.00	866.50	866.50
230	TEMPORARY CONSTRUCTION FENCING	600 LF	6.00	3,600.00	3.39	2,034.00	5.30	3,180.00	6.00	3,600.00
231	MONUMENT FRAME AND COVER	1 EA	500.00	500.00	188.33	188.33	110.00	110.00	301.00	301.00
232	CEMENT CONC. SIDEWALK	3700 SY	40.00	148,000.00	49.95	184,815.00	62.00	229,400.00	65.50	242,350.00
233	RAMP DETECTABLE WARNING	320 SF	22.00	7,040.00	20.36	6,515.20	26.00	8,320.00	25.00	8,000.00
234	TREE GRATE	39 EA	2,500.00	97,500.00	2,375.49	92,644.11	2,400.00	93,600.00	3,527.00	137,553.00
235	ILLUMINATION CONDUIT SYSTEM, SHERMAN	1 LS	*****	30,000.00	*****	22,000.00	*****	18,500.00	*****	23,513.00
236	ILLUMINATION CONDUIT SYSTEM, PINE	1 LS	*****	80,000.00	*****	81,000.00	*****	59,500.00	*****	87,457.00
237	ILLUMINATION SYSTEM, SHERMAN	1 LS	*****	60,000.00	*****	64,000.00	*****	65,500.00	*****	70,000.00
238	ILLUMINATION SYSTEM, PINE	1 LS	*****	190,000.00	*****	225,000.00	*****	221,000.00	*****	250,000.00
239	ON CALL EMERGENCY FIBER OPTIC SPLICING	1 LS	*****	15,000.00	*****	15,000.00	*****	15,000.00	*****	15,000.00
240	TEMPORARY INTERSECTION LIGHTING SYSTEM	1 LS	*****	15,000.00	*****	75,000.00	*****	23,000.00	*****	5,000.00
241	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	*****	16,000.00	*****	17,000.00	*****	16,500.00	*****	20,000.00
242	SPECIAL BUSINESS SIGNS	500 SF	20.00	10,000.00	9.05	4,525.00	0.00	0.00	12.50	6,250.00
243	OVER HEIGHT CURTAIN WARNING SYSTEM 1	1 LS	*****	20,000.00	*****	14,000.00	*****	23,000.00	*****	10,000.00
244	OVER HEIGHT CURTAIN WARNING SYSTEM 2	1 LS	*****	20,000.00	*****	14,000.00	*****	23,000.00	*****	10,000.00
245	REMOVAL OF EXISTING PAVEMENT MARKINGS	40 SF	4.50	180.00	22.62	904.80	23.00	920.00	25.00	1,000.00

<i>Project Number:</i> <b>2019113</b>		<i>Engineer's Estimate</i>			Halme Construction Inc		LaRiviere Inc		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 01</i> Street					Sales tax shall be included in unit prices					
246	PAVEMENT MARKING - DURABLE HEAT APPLIED	540 SF	10.00	5,400.00	10.18	5,497.20	10.00	5,400.00	11.00	5,940.00
247	PAVEMENT MARKING - DURABLE INLAY TAPE	500 SF	10.00	5,000.00	14.14	7,070.00	15.00	7,500.00	16.00	8,000.00
248	PAVEMENT MARKING - PAINT	80 SF	2.00	160.00	3.39	271.20	3.40	272.00	3.50	280.00
249	WORD AND SYMBOL MARKINGS - DURABLE HEAT APPLIED	4 EA	200.00	800.00	169.68	678.72	230.00	920.00	247.50	990.00
250	STAIRWAY	1 LS	* * * * *	25,000.00	* * * * *	28,183.54	* * * * *	11,500.00	* * * * *	13,000.00
<i>Schedule Totals</i>				3,716,173.00		3,379,700.34		3,743,665.70		3,643,760.20

<i>Project Number:      2019113</i>			<i>Engineer's Estimate</i>		Halme Construction Inc		LaRiviere Inc		DW Excavating, Inc_	
<i>Item No</i>	<i>Bid Item Description</i>	<i>Est. Qty</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>	<i>Unit Price</i>	<i>Amount</i>
<i>Schedule Description</i>					<i>Tax Classification</i>					
<i>Schedule 03</i> Water		Sales tax shall NOT be included in unit prices								
301	POTHOLING	10 EA	400.00	4,000.00	373.75	3,737.50	560.00	5,600.00	408.00	4,080.00
302	REMOVE EXISTING <12 IN. DIA. PIPE	22 LF	8.00	176.00	6.56	144.32	11.00	242.00	51.00	1,122.00
303	REMOVE EXISTING >12 IN. TO < 30 IN. DIA. PIPE	1407 LF	12.00	16,884.00	6.56	9,229.92	11.00	15,477.00	34.50	48,541.50
304	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	200 CY	250.00	50,000.00	113.12	22,624.00	110.00	22,000.00	167.00	33,400.00
305	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	40.00	4,000.00	16.98	1,698.00	29.00	2,900.00	21.50	2,150.00
306	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	100 CY	30.00	3,000.00	26.00	2,600.00	31.00	3,100.00	14.50	1,450.00
307	IMPORTED BACKFILL	200 CY	30.00	6,000.00	22.00	4,400.00	23.00	4,600.00	26.50	5,300.00
308	TRENCH SAFETY SYSTEM	1 LS	*****	3,000.00	*****	5,000.00	*****	3,900.00	*****	8,810.50
309	TEMPORARY ADJACENT UTILITY SUPPORT	1 LS	*****	4,500.00	*****	18,687.85	*****	1,200.00	*****	3,388.50
310	DI PIPE FOR WATER MAIN 6 IN. DIA.	20 LF	60.00	1,200.00	75.77	1,515.40	78.00	1,560.00	191.00	3,820.00
311	DI PIPE FOR WATER MAIN 18 IN. DIA.	91 LF	200.00	18,200.00	176.39	16,051.49	140.00	12,740.00	235.50	21,430.50
312	DI PIPE FOR WATER MAIN 24 IN. DIA.	1312 LF	150.00	196,800.00	169.11	221,872.32	140.00	183,680.00	218.50	286,672.00
313	BLOWOFF ASSEMBLY (Y-105)	1 EA	6,000.00	6,000.00	5,992.32	5,992.32	8,300.00	8,300.00	9,202.00	9,202.00
314	SHARED BLOWOFF PIPING (4 INCH)	1 EA	4,000.00	4,000.00	3,385.84	3,385.84	7,900.00	7,900.00	4,987.50	4,987.50
315	GATE VALVE 6 IN.	1 EA	3,000.00	3,000.00	2,800.69	2,800.69	1,300.00	1,300.00	1,464.50	1,464.50
316	HYDRANT ASSEMBLY	3 EA	9,000.00	27,000.00	8,492.62	25,477.86	7,800.00	23,400.00	9,404.00	28,212.00
<i>Schedule Totals</i>				347,760.00		345,217.51		297,899.00		464,031.00

	SCHEDULE SUMMARY								
	Sched 1	Sched 2	Sched 3	Sched 4	Sched 5	Sched 6	Sched 7	Sched 8	Total
Engineer's Est	3,716,173.00	0.00	347,760.00	0.00	0.00	0.00	0.00	0.00	4,063,933.00
Halme Construction Inc	3,379,700.34	0.00	345,217.51	0.00	0.00	0.00	0.00	0.00	3,724,917.85
LaRiviere Inc	3,743,665.70	0.00	297,899.00	0.00	0.00	0.00	0.00	0.00	4,041,564.70
DW Excavating, Inc.	3,643,760.20	0.00	464,031.00	0.00	0.00	0.00	0.00	0.00	4,107,791.20

Low Bid Contractor: Halme Construction Inc

	Contractor's Bid	Engineer's Estimate	% Variance	
Schedule 01	\$3,379,700.34	\$3,716,173.00	9.05	% Under Estimate
Schedule 03	\$375,941.87	\$378,710.64	0.73	% Under Estimate
Bid Totals	\$3,755,642.21	\$4,094,883.64	8.28	% Under Estimate

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

02/01/2021

<u>Date Rec'd</u>	1/20/2021
<u>Clerk's File #</u>	OPR 2021-0053
<u>Renews #</u>	
<u>Cross Ref #</u>	OPR 2021-0052
<u>Project #</u>	2019113
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	INTEGRATED CAPITAL MANAGEMENT
<u>Contact Name/Phone</u>	KATHERINE MILLER 625-6338
<u>Contact E-Mail</u>	KEMILLER@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Contract Item
<u>Agenda Item Name</u>	4250 - ILA - UNIVERSITY DISTRICT PDA SPRAGUE AVE PH 2

**Agenda Wording**

Interlocal Agreement with the University District Public Development Authority regarding funding for the Sprague Avenue Phase 2 road project.

**Summary (Background)**

The interlocal agreement solidifies the University Public Development Authority (UDPDA) funds up to \$4 Million will be made available to help pay for design and construction expenses and establishes a 50/50 split.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Revenue \$ 2,000,000.00		# 3200-95107-99999-34410-86008
Revenue \$ 2,000,000.00		# 3200-95158-99999-34410-99999
Select \$		#
Select \$		#
<u>Approvals</u>		<u>Council Notifications</u>
<u>Dept Head</u>	MILLER, KATHERINE E	<u>Study Session\Other</u> PIES 2/1/21
<u>Division Director</u>	SIMMONS, SCOTT M.	<u>Council Sponsor</u>
<u>Finance</u>	ORLOB, KIMBERLY	<u>Distribution List</u>
<u>Legal</u>	PICCOLO, MIKE	lgilberts@spokaneudistrict.org
<u>For the Mayor</u>	ORMSBY, MICHAEL	kemiller@spokanecity.org
<u>Additional Approvals</u>		publicworksaccounting@spokanecity.org
<u>Purchasing</u>		mpiccolo@spokanecity.org
		dbuller@spokanecity.org
		eraea@spokanecity.org
		icmaccounting@spokanecity.org

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	Interlocal Agreement between the City of Spokane and the University District Public Development Authority regarding funding for the Sprague Phase 2 road project
<b>Date:</b>	01/25/2021
<b>Author (email &amp; phone):</b>	kemiller@spokanecity.org
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Scott Simmons
<b>Committee(s) Impacted:</b>	PIES
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – etc)	Consistent with the City's 6-yr transportation Program
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones)	Approval of the Interlocal Agreement between the City and UDPDA to establish UDPDA's funding will pay for Sprague Phase 2 expenses
<p><u>Background/History:</u></p> <p>The University District Public Development Authority (UDPDA) Board of Directors approved in May of 2018 to provide up to \$4,000,000 in UDRA revenue to provide partial funding to construct Sprague Phase 2 which runs from Scott Street to Division. At the time, Sprague Phase 2 project cost was estimated to be approximately \$8,000,000, to reconstruct the roadway from Scott to Division, \$4,000,000 of which would be paid for with prepaid and future UDPDA funds. Due to presence of dense rock, Sprague Phase 2 was broken into two additional phases, A (Scott to Grant) and B (Grant to Division). It is expected that the final cost of A and B will be totaled and divided equally between the City and UDPDA. Since City funds solely paid for Phase 2A including the design of Phase 2B, it is further expected that UDPDA funds will pay for the construction of Phase 2B and upon completion of Phase 2B the final accounting and dividing up the cost sharing will occur. This interlocal agreement solidifies the agreement in writing between the two parties.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• <i>The concept that the UDPDA Board would help pay for Sprague Phase 2 construction dates back to 2018.</i></li> <li>• <i>This Interlocal agreement (ILA) solidifies that UDPDA funds up to \$4 Million will be made available to help pay for design and construction expenses and establishes a 50/50 split.</i></li> <li>• <i>This agreement is intended to be approved just prior to and in conjunction with the construction Contract approval of the apparent low bidder for Sprague Phase 2B. Both the ILA and construction contract need to be in place in order to go to construction.</i></li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If new, specify funding source:</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input type="checkbox"/> No N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



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

City Clerk's No. 2021-0053

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SPOKANE AND THE  
UNIVERSITY DISTRICT PUBLIC DEVELOPMENT AUTHORITY REGARDING  
FUNDING FOR THE SPRAGUE PHASE 2B ROAD PROJECT**

**THIS AGREEMENT** entered into between the **City of Spokane**, a municipal corporation of the State of Washington, having offices for the transaction of business at 808 West Spokane Falls Boulevard, Spokane, Washington 99201, hereinafter referred to as "CITY," and the **University District Public Development Authority**, a public corporation created pursuant to RCW 35.21.730 - 35.21.759 by the City of Spokane and Spokane County, having offices for the transaction of business at 120 North Pine Street, Suite 292, Spokane, Washington 99202, hereinafter referred to as "UDPDA," jointly hereinafter referred to as the "PARTIES."

**WITNESSETH:**

WHEREAS, the City of Spokane is a State of Washington first-class charter city duly incorporated and validly existing under the Constitution and laws of the State of Washington; and

WHEREAS, the City is authorized by RCW 35.21.730 to create public development authorities to (i) administer and execute federal grants or programs, (ii) receive and administer private funds, goods or services for any lawful public purpose; (iii) improve governmental efficiency and services, (iv) improve the general living conditions in the urban areas in and around the City and (v) perform any lawful public purpose or public function; and

WHEREAS, the City Council approved Ordinance No. C-35828 on November 4, 2019, approving the reformation of the UDPDA, authorizing its charter and bylaws and establishing its Board of Directors to govern the affairs of the UDPDA; and

WHEREAS, pursuant to Ordinance No. C-34470 adopted by the City Council on August 17, 2009, as amended by Ordinance No. C-35880 adopted by the City Council on January 27, 2020, as further amended by Ordinance No. C-39540 adopted by the City Council on September 21, 2020 (collectively, the "UDRA Creation Ordinance"), and within the limitations of RCW 39.104.050 and in accordance with RCW 39.104.040, the City Council created the Spokane University District Revitalization Area by ("UDRA"); and

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, the City is authorized to implement state sales tax credits awarded to the UDRA under the State's Local Revitalization Financing (LRF) program; and

WHEREAS, the City has imposed a sales and use tax set forth in chapter 8.17 of the Spokane Municipal Code under the authority of RCW 82.14.510 and in accordance with the terms of RCW chapter 82.14; and

WHEREAS, the UDPDA Board of Directors approved in May of 2018 to provide up to \$4,000,000 in UDRA revenue to provide partial funding to construct Sprague Phase 2 which runs from Scott Street to Bernard Street; and

WHEREAS, the Sprague Phase 2 project cost was estimated to be approximately \$8,000,000, to reconstruct the roadway from Scott to Division, \$4,000,000 of which would be paid for with prepaid and future UDPDA funds; and

WHEREAS, due to presence of dense rock, Sprague Phase 2 (Scott to Division) was broken into two additional phases, A (Scott to Grant) and B(Grant to Division).It is expected that the final cost of A and B will be totaled and divided equally between the City and UDPDA. Since City funds solely paid for Phase 2A including the design of Phase 2B, it is further expected that UDPDA funds will pay for the construction of Phase 2B and upon completion of Phase 2B the final accounting and dividing up the cost sharing will occur; and

WHEREAS, the City and the UDPDA acknowledge that construction of Sprague Phase 2 will: (i) support the development of property within the UDRA, (ii) promote economic development as contemplated by RCW 35.21.703, (iii) encourage further private development to include increasing the fair market value of real property within the area, and (iv) is consistent with and carries out the purposes of RCW 36.70B.170; and

WHEREAS, it is the desire of the PARTIES to enter into this interlocal agreement to provide for UDPDA's reimbursement to the City for the costs of the Sprague Phase 2 road project in the amount of up to \$4,000,000, through the use of UDRA revenue; and

WHEREAS, the PARTIES have entered into this Agreement in consideration of the mutual benefits to be derived and to coordinate their efforts through the structure provided by the Interlocal Cooperation Act.

WHEREAS the UDPDA is a public authority organized pursuant to the laws of the State of Washington, RCW 35.21.730 through RCW 35.21.757. RCW 35.21.750 provides as follows: [A]ll liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission, or authority and no creditor or other person shall have any right of action

against the city, town, or county creating such corporation, commission or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth hereinafter, the PARTIES do mutually agree as follows:

## **SECTION NO. 1: PURPOSE**

The purpose of this Agreement is to set forth the process whereby the City will be reimbursed by UDPDA for the costs of the Sprague Phase 2 road project (the "Project"). The Project included a full depth reconstruction of the roadway between Scott Street and Division Street. The Project was broken into two phases, A & B. Upon completion of the Project, the City will apply revenue generated and allocated to the UDPDA by the implementation of the local sales and use tax increment and local property tax allocation revenue within the UDRA and Ordinance Nos. C-34470, C35880 and C-39540 to UDPDA's share of the Project costs, up to a maximum contribution of \$4,000,000. It is expected that all UDRA revenue allocated to the UDPDA will be utilized for repayment of the City's costs in constructing the Project, however in the event that there are remaining UDPDA funds after Phase 2B is complete, Phase 2A costs will be reimbursed with UDPDA funds to meet the intended 50/50 split.

## **SECTION NO. 2: FUNDING OF PROJECT**

The Project will be funded through the approximately equal contributions of the City and the UDPDA, provided, the UDPDA funding will not exceed \$4,000,000. During the construction phase, the City has previously advanced all funding to pay for Phase A of the Project and will advance the funds necessary to pay the Phase B costs of the Project. The PARTIES expressly intend to incorporate UDPDA's prior obligation to share equally in the costs of Phase A in this Agreement.

- A. **CITY FUNDING** In reliance on UDPDA's promises, the City has previously advanced funds and will provide certain additional Project funding from the proceeds of an interfund loan from the Spokane Investment Pool ("SIP") to the Arterial Streets Fund. The City intends to apply UDPDA reimbursement payments accounted for in the Arterial Street Fund to the repayment of the principal and interest that will become due on the interfund loan.
- B. **UDPDA FUNDING** In consideration of the benefits derived from the Project and the City's advance funding of the Project, UDPDA hereby covenants and pledges to the City reimbursement payments of up to \$4,000,000 for its share of Project costs, payable from the incremental local sales and use taxes received by the UDPDA pursuant to the Ordinance Nos. C-34470, C35880 and C-39540. The UDPDA hereby authorizes and directs the City Treasurer to transfer to the appropriate City funds from UDPDA's [Account/Fund Name?] such UDRA revenue due to the UDPDA pursuant to Ordinance Nos. C-34470, C35880 and C-39540, prior to the distribution of any UDRA revenue to the UDPDA. The UDPDA further authorizes the City to allocate UDRA revenue

previously collected by the City and held by the City on behalf of the UDPDA in [Account/Fund Name?] to the reimbursement of any and all previously advanced Project costs. The Treasurer shall maintain an accounting of Projects costs, UDPDA reimbursement credits and total amount due for reconciliation and final payments from UDPDA upon completion of the Project.

### **SECTION NO. 3: DURATION**

This Agreement shall be effective on [redacted], 2021 and shall continue until the UDPDA reimbursement obligation of up to \$4,000,000 has been repaid in full.

### **SECTION NO. 4: TERMINATION**

This Agreement may only be terminated upon the full repayment of UDPDA's reimbursement obligation of up to \$4,000,000.

### **SECTION NO. 5: COMPENSATION**

Except for the payment obligation set forth herein, there shall be no other compensation to or from either Party.

### **SECTION NO. 6: RESPONSIBILITIES OF THE PARTIES**

The UDPDA shall be responsible for the payment to City of UDPDA's approximately equal share of the total Project costs in an amount not to exceed a total sum of \$4,000,000. In the event of a shortfall in available UDRA revenue to meet UDPDA's commitments under this Agreement, UDPDA shall remain liable for its payment obligation unless and until released by City in writing.

The City shall advance funds necessary to pay the Project costs during the construction phase. The City shall be responsible to issue public bid notice for the Project, enter into the construction contract with the selected contractor and provide construction management to oversee the construction of the Project.

The City shall submit summaries of billing to the UDPDA throughout the construction and during closeout of the Project. Costs include reimbursement of design costs, construction contract costs, inspection, contract management and other soft costs associated with the Project. Prior to the City awarding the contract, the UDPDA will notify the City in writing that they have reviewed both the low bid and the associated soft costs to construct the Project and agree to move forward to contract award. In the event that the low bid and soft costs exceed UDPDA funds, both parties will come to agreement on how to proceed prior to contract award.

## **SECTION NO. 7: AUDIT / RECORDS**

The UDPDA and City shall each provide access to authorized City and UDPDA representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any Project records or other records related to the terms of this Agreement. In the event of conflict between this provision and related auditing provisions required under federal law applicable to this Agreement, the federal law shall prevail.

## **SECTION NO. 8: NOTICES**

All notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by certified mail delivery, receipt requested and postage prepaid addressed to the PARTIES at the addresses set forth below, or at such other addresses as the PARTIES shall from time-to-time designate by notice in writing to the other PARTIES:

**CITY:** Mayor or designee  
City of Spokane  
Fifth Floor, City Hall  
808 West Spokane Falls Boulevard  
Spokane, Washington 99201

**UDPDA:** Lars Gilberts  
CEO – University District Development Authority  
Vice-Chair – University District Public Development Authority  
120 North Pine Street, Suite 292  
Spokane, Washington 99202

## **SECTION NO. 9: ASSIGNMENT**

This Agreement shall be binding upon the PARTIES, their successors and assigns. No Party may assign, in whole or in part, its interest in this Agreement without the written approval of the other Party.

## **SECTION NO. 10: LIABILITY**

The UDPDA 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 UDPDA's intentional or negligent acts or breach of its obligations under this Agreement. The UDPDA'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.

The City shall indemnify, defend and hold harmless the UDPDA, 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 this Agreement. The City's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts of the UDPDA, its officers and employees.

If the comparative negligence of the PARTIES and their officers and employees is a cause of such damage or injury, the liability, loss, cost, 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.

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.

Each Party's duty to indemnify shall survive the termination or expiration of this Agreement.

Each Party waives, with respect to the other Party only, its immunity under Title 51 RCW, Industrial Insurance. The PARTIES have specifically negotiated this provision.

Pursuant to RCW 35.21.750, all liabilities incurred by the UDPDA shall be satisfied exclusively from the assets and properties of the UDPDA and no creditor or other person shall have any right of action against the City on account of any debts, obligations, or liabilities of the UDPDA.

#### **SECTION NO. 11: ANTI-KICKBACK**

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

#### **SECTION NO. 12: VENUE STIPULATION**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is mutually understood and agreed by each party that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement, or any provision hereto, shall be instituted only in courts of competent jurisdiction within Spokane County, Washington.

### **SECTION NO. 13: DISPUTE RESOLUTION**

In the event of a dispute among the PARTIES regarding matters under this Agreement, each Party shall give written notice of its concern(s) to the other Party. The PARTIES shall timely, diligently, and in good faith, attempt to resolve the matter expeditiously. In the event that the relevant concerns are not resolved within thirty (30) calendar days from the original written notification (or such other time period agreed to by the PARTIES), the dispute may then be resolved through litigation in a court of competent jurisdiction.

### **SECTION NO. 14: COMPLIANCE WITH LAWS**

The PARTIES shall observe all federal, state and local laws, ordinances and regulations, to the extent that they may be applicable to the terms of this Agreement.

### **SECTION NO. 15: NON-DISCRIMINATION**

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, the presence of any sensory, mental or physical disability, or use of a service animal by a disabled person.

### **SECTION NO. 16: MISCELLANEOUS**

- A. **NON-WAIVER:** No waiver by any party of any of the terms of this Agreement shall be construed as a waiver of the same or other rights of that party in the future. Failure by any one of the Parties to enforce this Agreement or any provision of it with regard to any provision contained herein shall not be construed as a waiver by that party of any right to do so. All remedies afforded in this Agreement or at law, except as provided herein to the contrary, shall be taken and construed as cumulative that is, in addition to every other remedy provided herein or by law.
- B. **ENTIRE AGREEMENT:** This Agreement contains terms and conditions agreed upon by the PARTIES. The PARTIES agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. No changes or additions to this Agreement shall be valid or binding upon the PARTIES unless such change or addition is in writing, executed by the PARTIES.
- C. **MODIFICATION:** No modification or amendment to this Agreement shall be valid until put in writing and signed with the same formalities as this Agreement.
- D. **HEADINGS:** The section headings appearing in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall not be deemed to define, limit or extend the scope or intent of the sections to which they pertain.

- E. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same.
- F. **SEVERABILITY:** If any parts, terms or provisions of this Agreement are held by the courts to be illegal, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the PARTIES shall not be affected in regard to the remainder of the Agreement. If it should appear that any part, term or provision of this Agreement is in conflict with any statutory provision of the State of Washington, then the part, term or provision thereof that may be in conflict shall be deemed inoperative and null and void insofar as it may be in conflict therewith and this Agreement shall be deemed to modify to conform to such statutory provision.
- G. **RELATIONSHIP OF THE PARTIES:** The PARTIES intend that an independent contractor relationship will be created by this Agreement. No agent, employee, servant or representative of the UDPDA shall be deemed to be an employee, agent, servant or representative of the City for any purpose. Likewise, no agent, employee, servant or representative of the City shall be deemed to be an employee, agent, servant or representative of the UDPDA for any purpose.
- H. **NO THIRD-PARTY BENEFICIARY:** This Agreement is made and entered into for the sole protection and benefit of the PARTIES and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

#### **SECTION NO. 17: RCW 39.34 REQUIRED CLAUSES**

- A. **PURPOSE:** See Section No. 1 above.
- B. **DURATION:** See Section No. 3 above.
- C. **ORGANIZATION OF SEPARATE ENTITY AND ITS POWERS:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- D. **RESPONSIBILITIES OF THE PARTIES:** See provisions above.
- E. **AGREEMENT TO BE FILED:** The City shall file this Agreement with its City Clerk.
- F. **FINANCING:** The UDPDA and the City Chief Financial Officer shall consult with each other by the first of the year regarding the financial status of the UDPDA's financial obligations under this Agreement.
- G. **TERMINATION:** See Section No. 4 above.



H. **PROPERTY UPON TERMINATION:** Title to all property acquired by any party in the performance of this Agreement shall remain with the acquiring party upon termination of the Agreement. Jointly acquired property shall be divided in proportion to the percentage share of each party contributing to its acquisition.

**IN WITNESS WHEREOF**, the PARTIES have caused this Agreement to be executed on the date and year opposite their respective signature blocks.

DATED: \_\_\_\_\_ CITY OF SPOKANE

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

Approved as to form:

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

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

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

UNIVERSITY DISTRICT  
PUBLIC DEVELOPMENT AUTHORITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

02/01/2021

Date Rec'd

1/21/2021

Clerk's File #

CPR 2015-0034

Renews #Submitting Dept

CITY COUNCIL

Cross Ref #Contact Name/PhoneHANNAHLEE 625-6714  
ALLERSProject #Contact E-Mail

HALLERS@SPOKANECITY.ORG

Bid #Agenda Item TypeBoards and Commissions  
AppointmentsRequisition #Agenda Item Name

0320 - OPOC APPOINTMENT

Agenda Wording

Appointment of Lili Navarrete as the District 2 representative to the Office of the Police Ombudsman Commission for a term ending 9/14/2023.

Summary (Background)

Appointment of Lili Navarrete as the District 2 representative to the Office of the Police Ombudsman Commission for a term ending 9/14/2023.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal ImpactBudget Account

Select \$

#

Select \$

#

Select \$

#

Select \$

#

ApprovalsCouncil NotificationsDept Head

ALLERS, HANNAHLEE

Study Session\Other

Public Safety 2/1/21

Division DirectorCouncil SponsorCMs Kinnear and  
WilkersonFinanceDistribution ListLegalFor the Mayor

ORMSBY, MICHAEL

Additional ApprovalsPurchasing

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

02/01/2021

**Date Rec'd**

1/20/2021

**Clerk's File #**

RES 2021-0009

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

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**HANNAHLEE 625-6714  
ALLERS**Project #****Contact E-Mail**

HALLERS@SPOKANECITY.ORG

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

Resolutions

**Requisition #****Agenda Item Name**

0320 - ADOPTING COUNCIL'S GOALS &amp; PRIORITIES FOR THE FIRST 100 DAYS OF 2021

**Agenda Wording**

Resolution adopting Council's goals and priorities for the first 100 days of 2021.

**Summary (Background)**

The attachment to this resolution is broken down by Council Committee, listing the goals and priorities for Council Members and Council Staff for the first 100 days of 2021. This resolution is meant to direct the work of Council staff as well as inform the public of Council's vision and workplan for the coming months.

Lease? NO

Grant related? NO

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**

Study Session 1/14

**Division Director****Council Sponsor**

CP Beggs

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

**RESOLUTION NO. 2021-0009**

A resolution adopting Council's goals and priorities for the first 100 days of 2021.

**WHEREAS**, the City of Spokane continues to respond to the demands of the COVID-19 Pandemic but also seeks to advance the vision and needs of the City beyond mere recovery; and

**WHEREAS**, in order to direct the work of its members and staff, the City Council seeks to adopt formal goals and priorities for the first 100 days of 2021.

**NOW, THEREFORE, BE IT RESOLVED** that a majority of the Spokane City Council approves the attached list of goals and priorities for the first 100 days of 2021.

**BE IT ALSO RESOLVED** that the City Council directs Council staff to prioritize moving these items forward in a timely manner by working closely with all Council Members.

Passed by the City Council this \_\_\_\_ day of February, 2021.

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

Approved as to form:

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

## **Spokane City Council 2021 First 100 Days**

### *Organized by Council Committee*

#### **Urban Experience**

- Recruit and Seat Housing Advisory Subcommittee
- Launch Fifth Avenue Reimagination Project
- Launch Real Time Homeless Shelter Capacity Reporting
- Sign Contract with Landbank Consultant
- Hold Whitsalks Way Opening Celebration
- Publish Request for Qualifications for Universal Credit and Background Check for Tenants
- Publish Request for Qualifications for Legal Services for Tenants
- Publish updated criteria for Downtown Business Improvement District Manager
- Determine mechanism for identifying short term rental housing and enforcing ordinance
- Publish Job Posting for new Civil Rights Position
- Approve Plan Commission 2021 Work Plan that includes Housing Action items
- Publish schedule for updating Accessory Dwelling Unit rules
- Publish Standards for Operating Pop-Up Homeless Shelters
- Hold public education forum on Tax Increment Finance Districts

#### **Public Infrastructure, Environment and Sustainability**

- Publish draft Sustainability Plan for public engagement campaign
- Publish Request for Qualifications for Urban Tree Planting Program
- Consolidate traffic and mobility committees into new Community Connectivity Subcommittee
- Implement new community engagement process for street maintenance/rebuilding rankings
- Enact criteria for public development authority financial incentives
- Re-authorize Envision Center

#### **Public Safety**

- Commence Community Conversation on Reimagining Public Safety
- Enact first suite of reimagined public safety initiatives
- Approve Police Guild Contract that complies with Civilian Oversight provisions of City Charter
- Implement and publicize transparent COVID-19 vaccine distribution plan
- Launch planning process for enhanced joint fire service with Fire District 9

#### **Finance and Administration**

- Enact Strategic Reserves Ordinance
- Enact Personnel Financial Controls Ordinance
- Enter into contract with STA for Youth Summer Bus Pass program
- Begin City Council Equity and Inclusion training program
- Implement Land Acknowledgement Program
- Clean up West Quadrant TIF tax deductions with County
- Publish Proposed Plan for Equitable Utility Tax Collection
- Enact Public Records Act response improvement ordinance

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

02/01/2021

<u>Date Rec'd</u>	1/15/2021
<u>Clerk's File #</u>	ORD C36005
<u>Renews #</u>	
<u>Cross Ref #</u>	ORD C35962
<u>Project #</u>	
<u>Bid #</u>	
<u>Requisition #</u>	

<u>Submitting Dept</u>	PUBLIC WORKS
<u>Contact Name/Phone</u>	MARLENE FEIST 6505
<u>Contact E-Mail</u>	MFEIST@SPOKANECITY.ORG
<u>Agenda Item Type</u>	Final Reading Ordinance
<u>Agenda Item Name</u>	4310 - WASTEWATER

**Agenda Wording**

Amendment to ordinance SMC 13.03.1010B to correct administrative error

**Summary (Background)**

Ordinance SMC 13.03.1010B was amended in November 2020 to establish Domestic and Commercial user charges for outside city sewer customers. Amendment is necessary to correct administrative error in subsection B to add subsection 1 which links to 13.035.500.

Lease? NO	Grant related? NO	Public Works? NO
<u>Fiscal Impact</u>		<u>Budget Account</u>
Select \$		#
Select \$		#
Select \$		#
Select \$		#
<u>Approvals</u>	<u>Council Notifications</u>	
<b><u>Dept Head</u></b>	FEIST, MARLENE	<b><u>Study Session\Other</u></b> 7/23/20, 8/20/20, and 11/2/20
<b><u>Division Director</u></b>	FEIST, MARLENE	<b><u>Council Sponsor</u></b> Beggs
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA	<u>Distribution List</u>
<b><u>Legal</u></b>	SCHOEDEL, ELIZABETH	eschoedel@spokanecity.org
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	rhulvey@spokanecity.org
<u>Additional Approvals</u>		aalbinemoore@spokanecity.org
<b><u>Purchasing</u></b>		cmorse@spokanecity.org
		rgennett@spokanecity.org
		eraea@spokanecity.org

## ORDINANCE NO. C36005

AN ORDINANCE relating to the rates for Sewer charges, amending SMC section 13.03.1010, to chapter 13.03 of the Spokane Municipal Code; and setting an effective date.

The City of Spokane does ordain:

Section 1: That SMC section 13.03.1010 is amended to read as follows:

### **13.03.1010 Domestic and Commercial User Charges – Outside City Customer – Monthly Amount**

This section lists the City's monthly domestic and commercial user charges and other monthly charges for Outside City customers. The Domestic and Commercial User Charge is the monthly amount charged to all properties connected to the sewer system and to those properties for which the established connection deadline has passed.

A. Non-City Domestic User Charge (single-family residence or equivalent residential unit).

Domestic User Charge – Outside City Customers	Monthly Amount		
	2021	2022	2023
Domestic charge	\$66.63	\$68.56	\$70.55
Cost for additional apartment	\$63.27	\$65.10	\$66.99

#### 1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

B. Outside City Retail Commercial User Charge.

Commercial User Charge – Outside City Customers	Monthly Amount		
	2021	2022	2023
Per million gallons	\$4,706.11	\$4,842.59	\$4,983.02
Per hundred cubic feet	\$3.52	\$3.62	\$3.73

#### 1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.



c. Outside City Utility Service Area (except by interlocal agreement).

Outside City Utility Service Area (except by interlocal agreement)	2021	2022	2023
Per million gallons	\$4,706.11	\$4,842.59	\$4,983.02
Per hundred cubic feet	\$3.52	\$3.62	\$3.73

1. Capital Rates.

In addition to the basic charge there shall be charged a capital charge for all accounts as established and provided for in SMC 13.035.500.

Section 2: Effective Date. This ordinance shall take effect and be in force on \_\_\_\_\_, 2021.

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:**  
02/01/2021

<b>Date Rec'd</b>	1/13/2021
<b>Clerk's File #</b>	ORD C36004
<b>Renews #</b>	

<b>Submitting Dept</b>	NEIGHBORHOOD SERVICES & CODE	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	JASON 625-6529	<b>Project #</b>	
<b>Contact E-Mail</b>	JRUFFING@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Hearing - Final Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	SPOKANE MUNICIPAL CODE AMENDMENTS FOR RECEIVERSHIP		

**Agenda Wording**

This proposal includes Spokane Municipal Code (SMC) text amendments for sections 17F.070.470 and 17F.070.490 listed in Chapter 17F of the SMC. These amendments provide language that formalizes the receivership process as an option to be utilized as..

**Summary (Background)**

The Building Official process is an administrative hearing process aimed at resolving substandard, abandoned, unfit, or nuisance properties in the City of Spokane. The Building Official, acting in a quasi-judicial role, is authorized by State Law and the Spokane Municipal Code to issue orders and take actions to resolve substandard conditions. Historically, the process has provided extended timeframes for compliance due to the limited actions for resolution. If an owner fails to cure the ..

Lease? NO	Grant related? NO	Public Works? NO
<b><u>Fiscal Impact</u></b>	<b><u>Budget Account</u></b>	
Neutral \$	#	
Select \$	#	
Select \$	#	
Select \$	#	
<b><u>Approvals</u></b>		<b><u>Council Notifications</u></b>
<b><u>Dept Head</u></b>	BECKER, KRIS	<b><u>Study Session\Other</u></b> UE 01-13-2020 & 01-11-
<b><u>Division Director</u></b>	BECKER, KRIS	<b><u>Council Sponsor</u></b> CM Betsy Wilkerson
<b><u>Finance</u></b>	ORLOB, KIMBERLY	<b><u>Distribution List</u></b>
<b><u>Legal</u></b>	PICCOLO, MIKE	jruffing@spokanecity.org,
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL	kbecker@spokanecity.org,
<b><u>Additional Approvals</u></b>		jwest@spokanecity.org
<b><u>Purchasing</u></b>		mfolsom@spokanecity.org
		tszambelan@spokanecity.org

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Neighborhood and Business Services, Code Enforcement
<b>Subject:</b>	Receivership and the Building Official Process
<b>Date:</b>	January 14, 2020
<b>Author (email &amp; phone):</b>	Jason Ruffing, Enforcement Supervisor, jruffing@spokanecity.org, 509.625.6529
<b>City Council Sponsor:</b>	Councilmember Betsy Wilkerson
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	Urban Experience, Safe and Healthy
<b>Type of Agenda item:</b>	<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	Aligned with Strategic Plan focuses of Available Housing, increasing housing quality and diversity. Also aligned with expressed intent of Chapter 17F of the Spokane Municipal Code, SMC 17F.070.010 D states It is further the policy of the City to put vacant buildings to use, especially residences, by encouraging the rehabilitation of usable structures and to demolish those that are beyond repair so that new development can occur.
<b>Strategic Initiative:</b>	Urban Experience, Safe and Healthy
<b>Deadline:</b>	Timeline: 1/13/20-Urban Experience briefing, 2/12/20-introductory Plan Commission workshop briefing, 3/11/20-formal Plan Commission workshop, Spring-Fall 2020-project delayed due to other work priorities related to the City's COVID-19 response, 11/11/20-additional formal Plan Commission workshop due to delay, 12/9/20-Plan Commission hearing resulting in formal recommendation, 1/14/20- Urban Experience briefing, beginning City Council adoption process.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Code text amendments for two sections in Chapter 17F of the Spokane Municipal Code to provide language that formalizes the receivership process as an option to be utilized as an alternative to demolitions of substandard, abandoned, unfit, and nuisance properties through the Building Official Process.
<b>Background/History:</b> <i>The Building Official process is an administrative hearing process aimed at resolving substandard, abandoned, unfit, or nuisance properties in the City of Spokane. The Building Official, acting in a quasi-judicial role, is authorized by State Law and the Spokane Municipal Code to issue orders and take actions to resolve substandard conditions. Historically, the process has provided extended timeframes for compliance due to the limited actions for resolution. If an owner fails to cure the violations, the Building Official's options are fairly limited. The most common city action that resolves a substandard building is demolition. This action, while effective and often necessary, is cost and labor intensive. Demolition removes a potentially salvageable dwelling, replacing it with a vacant lot encumbered with liens. The Building Official Process is an effective method of Code Enforcement and due process for resolving symptoms of substandard buildings and abandoned properties. However, this process could have a greater impact on these properties with the ability to direct properties towards a receivership process. With the assistance of the Legal Department, the Building Official and Code Enforcement staff could petition the courts for a receiver to be appointed upon failure to comply with the Building Official's orders within a specified time. Code text amendments would be necessary to formalize receivership as an option for the Building Official process. More specifically, changes are needed to reference receivership as an alternative to demolition in Spokane Municipal Code sections 17F.070.470 and 17F.070.490. The Legal Department has assisted Code</i>	

*Enforcement staff with preparing drafts of the relevant code text amendments and staff plans to propose these amendments in 2020.*

Executive Summary:

- *Code text amendments being proposed for Spokane Municipal Code sections 17F.070.470 and 17F.070.490*
- *These changes are needed to reference receivership as an alternative to demolition*
- *Receivership is already in use and has proven to be a successful method of bringing about ownership changes to properties that are abandoned, or substandard to the extent that they create a public safety hazard.*
- *City Legal, the Civil Enforcement Unit, and Code Enforcement already are in the practice of collaborating on these types of properties and referring cases for the receivership process.*
- *These code amendments will bolster this collaboration and improve the Superior Court process.*
- *Recent receivership success stories such as the Grove Community structures in West Central are great examples of the intent of these amendments. This cooperation has been successful in avoiding demolition, thus decreasing the amount of public dollars that are spent on demolitions.*
- *Following outreach and public engagement efforts, including multiple workshops before the Plan Commission, staff presented the proposal at a hearing before the Plan Commission on December 9, 2020. The hearing resulted in a motion to recommend approval of the code text amendments as proposed and the motion was supported unanimously.*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No  
Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source:

Other budget impacts: (revenue generating, match requirements, etc.) Potentially less budget expenditure on demolitions.

Operations Impact:

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

Specify changes required:

Known challenges/barriers:

## **ORDINANCE – C36004**

An ordinance relating to amendments to the Existing Building and Conservation Code, sections 17F.070.470 and 17F.070.490 of the Spokane Municipal Code.

**WHEREAS**, a number of homes and buildings within the city are in the building official hearing process and these homes have remained vacant and without a viable plan for housing redevelopment for several years; and

**WHEREAS**, demolition orders have been issued by the city building official to a number of these properties after exhausting administrative options and authorities to resolve the issues to the buildings and homes that have been determined as substandard, abandoned, unfit, and nuisance properties; and

**WHEREAS**, demolition results in a large expenditure of tax dollars and vacant lots encumbered with costly liens and the city is looking at alternatives to demolition of the properties in the building official process; and

**WHEREAS**, appointment of a receiver for these properties can result in the sale, rehabilitation, and re-use of these homes instead of costly demolition by the City of Spokane.

**NOW, THEREFORE**, the City of Spokane does ordain:

**Section 1.** That section 17F.070.470 of the Spokane Municipal Code is amended to read as follows:

Chapter 17F.070 Existing Building and Conservation Code

Section 17F.070.470 Compliance with Order

- A. The order under this chapter specifies the action to be taken by the owner and establishes a time or timeframe for compliance.
- B. So long as a building is boarded up, or unfit, substandard, or abandoned and subject to the building official hearing process, the owner must pay an annual fee as provided in SMC 8.02.067. This fee is lienable under SMC 17F.070.500. Otherwise, the owner must cause the building to be occupied in compliance with all applicable code requirements. However, it is the intent of this chapter that boarding a dangerous building is a temporary solution to imminent danger and a building may not remain boarded up longer than two years unless an extension of time is part of a plan approved by the building official or hearing examiner detailing the future rehabilitation, sale, demolition, or other disposition of the building.
  1. A property remaining boarded up longer than two years may be subject to demolition by order of the building official.

2. The building official shall order the owner of any premises upon which is located any structure, which in the building official's judgment is so dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure. (2006 International Property Maintenance Code section 110.1).
  3. When the building is of sufficient value to be repairable, the building official may recommend action by the City to obtain the property through eminent domain, pursuant to the provisions of the chapter 35.80A Revised Code of Washington.
  4. As an alternative to demolition, when appropriate, the building official may issue an order to refer substandard, abandoned, unfit, or nuisance properties to Superior Court in pursuit of a receivership order.
- C. The owner of a substandard building must repair and rehabilitate it so as to bring it into compliance with the standards of this chapter, at a minimum, or into compliance with the new work and replacement requirements of the building and associated codes provided in chapters 17F.030 through 17F.060 SMC and chapters 17F.080 through 17F.100 SMC if applicable by their terms. When warranted by the nature and extent of the repairs and the type of occupancy, the order may require the building to be vacated and secured during rehabilitation.
- D. The owner of an unfit building must cause it to be vacated, secured against entry, demolished, and the land filled and cleared. When warranted by the location of the building and the nature of the defects the order may allow demolition to be delayed upon such conditions, such as clearing and securing, as will safeguard health and safety.
- E. Should the owner of an unfit building propose a written undertaking, acceptable to the building official or the hearing examiner, giving assurance and security that the building can be safely rehabilitated in a reasonable time, then the order can direct rehabilitation according to the undertaking, in lieu of demolition. Upon the owner's failure to accomplish his undertaking, the building official or hearing examiner may summarily order demolition or receivership, or when the building is of sufficient value to be repairable, the building official may recommend action by the City to obtain the property through eminent domain, pursuant to the provisions of chapter 35.80A Revised Code of Washington.

- F. An order respecting a building under this chapter may require the owner to take specified action in regard to the surrounding ground whereby nuisance, such as dry vegetation or other combustible accumulations, or toxic, septic, or unsafe substances, is abated.

**Section 2.** That section 17F.070.490 of the Spokane Municipal Code is amended to read as follows:

Chapter 17F.070 Existing Building and Conservation Code

Section 17F.070.490 Enforcement

- A. Whenever an owner has failed to complete the action required by an order under this chapter:
1. the building official or the hearing examiner may extend the time for completion, imposing such conditions as may seem warranted, if the owner has made substantial progress; or
  2. the director causes the ordered action to be done, by competitive bid contract whenever feasible, or by negotiated contract, or by city forces when circumstances do not allow time for bidding.
- B. All work of rehabilitation and demolition done pursuant to an order made under this chapter is subject to all applicable laws respecting permits, contractor registration and certification of workers, except work done by city forces under emergency circumstances.
- C. Invitations to bid on a demolition contract shall provide that salvage be awarded to the contractor as a credit against the contract price. A bid based on an estimate of the value of salvage may not be changed to reflect actual salvage value. The director may invite and receive bids before the time for compliance by the owner has expired.
- D. As an alternative to demolition, when appropriate, the building official may issue an order to refer substandard, abandoned, unfit, or nuisance properties to Superior Court in pursuit of a receivership order.

PASSED by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
Council President

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Effective Date



## Receivership and the Building Official Process

The Building Official process is an administrative hearing process aimed at resolving substandard, abandoned, unfit, or nuisance properties in the City of Spokane. The Building Official, acting in a quasi-judicial role, is authorized by State Law and the Spokane Municipal Code to issue orders and take actions to resolve substandard conditions. Historically, the process has provided extended timeframes for compliance due to the limited actions for resolution. If an owner fails to cure the violations, the Building Official's options are fairly limited. The most common city action that resolves a substandard building is demolition. This action, while effective and often necessary, is cost and labor intensive. Demolition removes a potentially salvageable dwelling, replacing it with a vacant lot encumbered with liens.

Multiple departments within the City are impacted by abandoned and nuisance properties. Code Enforcement and the Spokane Police Department, in particular, spend extensive amounts of staff time attempting to resolve symptoms of these types of properties. These two departments collaborate on numerous approaches aimed at resolving complex issues that have broad impacts across multiple departments, including substandard buildings and abandoned properties. One particularly successful program has been the receivership program, implemented and managed by the Civil Enforcement Unit of the Spokane Police Department. With the assistance of the Legal Department, the Civil Enforcement Unit is able to petition the courts to appoint a receiver to facilitate the resolution of nuisance conditions when the ownership proves to be absentee or otherwise unable to manage the property in compliance with state and local law. The receiver is a third party agent of the property that is appointed by the court in successful cases. Many receivership cases have used Code Enforcement data and case information as evidence of abandonment and documentation of nuisance conditions. Numerous properties that have been in the Building Official process have ultimately gone through the receivership process as well, finally bringing about resolution to substandard and nuisance conditions, while avoiding demolition and costly liens. One missing piece in this partnership is explicit municipal code language that provides the Building Official with the option of directing a property towards receivership instead of ordering a demolition. As opposed to demolition, receivership addresses the root cause of the nuisance property, rather than just extending the cycle of symptom mitigation.

In conclusion, the Building Official Process is an effective method of Code Enforcement and due process for resolving symptoms of substandard buildings and abandoned properties. However, this process could have a greater impact on these properties with the ability to direct properties towards a receivership process. With the assistance of the Legal Department, the Building Official and Code Enforcement staff could petition the courts for a receiver to be appointed upon failure to comply with the Building Official's orders within a specified time. Code text amendments would be necessary to formalize receivership as an option for the Building Official process. More specifically, changes are needed to reference receivership as an alternative to demolition in Spokane Municipal Code sections 17F.070.470 and 17F.070.490. The Legal Department has assisted Code Enforcement staff with preparing drafts of the relevant code text amendments and staff plans to propose these amendments in 2020.

## Title 17F Construction Standards

### Chapter 17F.070 Existing Building and Conservation Code

#### Section 17F.070.470 Compliance with Order

- A. The order under this chapter specifies the action to be taken by the owner and establishes a time or timeframe for compliance.
- B. So long as a building is boarded up, or unfit, substandard, or abandoned and subject to the building official hearing process, the owner must pay an annual fee as provided in [SMC 8.02.067](#). This fee is lienable under [SMC 17F.070.500](#). Otherwise, the owner must cause the building to be occupied in compliance with all applicable code requirements. However, it is the intent of this chapter that boarding a dangerous building is a temporary solution to imminent danger and a building may not remain boarded up longer than two years unless an extension of time is part of a plan approved by the building official or hearing examiner detailing the future rehabilitation, sale, demolition, or other disposition of the building.
  - 1. A property remaining boarded up longer than two years may be subject to demolition by order of the building official.
  - 2. The building official shall order the owner of any premises upon which is located any structure, which in the building official's judgment is so dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary, or otherwise unfit for human habitation or occupancy, and that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to demolish and remove such structure. (2006 International Property Maintenance Code section 110.1).
  - 3. When the building is of sufficient value to be repairable, the building official may recommend action by the City to obtain the property through eminent domain, pursuant to the provisions of the chapter 35.80A Revised Code of Washington.

4. As an alternative to demolition, when appropriate, the building official may issue an order to refer substandard, abandoned, unfit, or nuisance properties to Superior Court in pursuit of a receivership order.
- 
- C. The owner of a substandard building must repair and rehabilitate it so as to bring it into compliance with the standards of this chapter, at a minimum, or into compliance with the new work and replacement requirements of the building and associated codes provided in [chapters 17F.030 through 17F.060 SMC](#) and [chapters 17F.080 through 17F.100 SMC](#) if applicable by their terms. When warranted by the nature and extent of the repairs and the type of occupancy, the order may require the building to be vacated and secured during rehabilitation.
  - D. The owner of an unfit building must cause it to be vacated, secured against entry, demolished, and the land filled and cleared. When warranted by the location of the building and the nature of the defects the order may allow demolition to be delayed upon such conditions, such as clearing and securing, as will safeguard health and safety.
  - E. Should the owner of an unfit building propose a written undertaking, acceptable to the building official or the hearing examiner, giving assurance and security that the building can be safely rehabilitated in a reasonable time, then the order can direct rehabilitation according to the undertaking, in lieu of demolition. Upon the owner's failure to accomplish his undertaking, the building official or hearing examiner may summarily order demolition or receivership, or when the building is of sufficient value to be repairable, the building official may recommend action by the City to obtain the property through eminent domain, pursuant to the provisions of chapter 35.80A Revised Code of Washington.
  - F. An order respecting a building under this chapter may require the owner to take specified action in regard to the surrounding ground whereby nuisance, such as dry vegetation or other combustible accumulations, or toxic, septic, or unsafe substances, is abated.

Date Passed: Monday, March 15, 2010

Effective Date: Wednesday, April 21, 2010

ORD C34577 Section 3

## Title 17F Construction Standards

### Chapter 17F.070 Existing Building and Conservation Code

#### Section 17F.070.490 Enforcement

- A. Whenever an owner has failed to complete the action required by an order under this chapter:
  - 1. the building official or the hearing examiner may extend the time for completion, imposing such conditions as may seem warranted, if the owner has made substantial progress; or
  - 2. the director causes the ordered action to be done, by competitive bid contract whenever feasible, or by negotiated contract, or by city forces when circumstances do not allow time for bidding.
- B. All work of rehabilitation and demolition done pursuant to an order made under this chapter is subject to all applicable laws respecting permits, contractor registration and certification of workers, except work done by city forces under emergency circumstances.
- C. Invitations to bid on a demolition contract shall provide that salvage be awarded to the contractor as a credit against the contract price. A bid based on an estimate of the value of salvage may not be changed to reflect actual salvage value. The director may invite and receive bids before the time for compliance by the owner has expired.
- D. As an alternative to demolition, when appropriate, the building official may issue an order to refer substandard, abandoned, unfit, or nuisance properties to Superior Court in pursuit of a receivership order.

Date Passed: Monday, February 28, 2005

Effective Date: Saturday, April 2, 2005

ORD C33594 Section 6