

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised** Proclamation **20-25.14**, dated **July 1, 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in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. Proclamations 20-28, et seq, were amended by the Washington State Legislature to recognize the extension of statutory waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.

While all public meetings must continue to be held remotely, an option for an additional in-person meeting component is permitted in Phase 3 regions consistent with the business meetings requirements contained in the Miscellaneous Venues guidance incorporated into Proclamation 20-25, et seq. At this time, the City Council has decided to continue its meetings with remote access only and to not include an in-person attendance component.

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 **August 16, 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 **187 076 5568** 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, August 16, 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 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. 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, August 16, and will close at 6:00 p.m.** Instructions for participating are available on the form. 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 of interest not relating to 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.

**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!**

**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**

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an 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 included on that week's current agenda or the next week's 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.

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

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- 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 2.15      PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS**

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely 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. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting 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, shall refrain from remarks directed personally to any Council Member, 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's Policy Director 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 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS**

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. 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 solely 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 at the discretion of the Council President:
  - 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 may 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 may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
  - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (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 thereto 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, AUGUST 16, 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**

## **LAND ACKNOWLEDGEMENT**

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021  
*via Resolution 2021-0019*

## CITY COUNCIL BRIEFING SESSION

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

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

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

### 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 from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at [www.spokanecity.org](http://www.spokanecity.org). Agenda items are available for public review in the Office of the City Clerk during regular business hours.

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

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

**BRIEFING SESSION**

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)

(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

**ADMINISTRATIVE SESSION****CONSENT AGENDA****REPORTS, CONTRACTS AND CLAIMS****RECOMMENDATION**

- |    |   |                |                              |
|----|---|----------------|------------------------------|
| 1. | Value Blanket Renewal with Keller Supply Co. (Spokane, WA) for backflow prevention devices for final annual term—estimated annual cost \$162,500 (incl. tax).<br><b>Loren Searl</b>   | Approve        | OPR 2017-0488<br>BID 4366-17 |
| 2. | Low Bids of:  | Approve<br>All |                              |
|    | a. Shamrock Paving, Inc. for 2021 Residential Grind & Overlay Projects - South—\$1,485,000 An administrative reserve of \$148,500, which is 10% of the contract price, will be set aside. (Cliff Cannon, Manito/Cannon Hill and Comstock Neighborhoods) |                | OPR 2021-0525<br>ENG 2021066 |
|    | b. LaRiviere Inc. (Rathdrum, ID) for the North River Drive Sidewalk—\$1,028,674. An administrative reserve of \$102,867.40, which is 10% of the contract price, will be set aside. (Riverside Neighborhood)   |                | OPR 2021-0526<br>ENG 2019179 |

**Dan Buller**

- |    |   |                                   |                              |
|----|---|-----------------------------------|------------------------------|
| 3. | Consultant Agreements for On-Call Civil Engineering Services for 2021-2023 projects - Non-Federal with:   | Approve<br>All                    |                              |
|    | a. Parametrix, Inc.—not to exceed \$600,000.  |                                   | OPR 2021-0527<br>ENG 2021090 |
|    | b. HDR Engineering, Inc.—amount not to exceed \$400,000.  |                                   | OPR 2021-0528<br>ENG 2021090 |
|    | (Various Neighborhoods)<br><b>Dan Buller</b>  |                                   |                              |
| 4. | Contract with Frontier Energy (San Ramon, CA) for the Green Fleet (EV & Biofuel) Implementation Development Plan—\$97,755 (plus tax).<br><b>Rick Giddings</b>   | Approve                           | OPR 2021-0529<br>RFQ 5419-21 |
| 5. | Recommendations to list the following on the Spokane Register of Historical Places:   | Approve<br>All                    |                              |
|    | a. Libby Junior High School, 2912 E 1st Ave., and   |                                   | OPR 2021-0530                |
|    | b. Lewis & Clark High School, 521 W 4th Ave.<br><b>Megan Duvall</b>   |                                   | OPR 2021-0531                |
| 6. | Accept the Consolidated Homeless Grant award from the Washington State Office of Family and Adult Homelessness and approve to subaward funds in accordance with the CHHS 5-year RFP (OPR 2019-0336 & 2019-0649).<br><b>Debbie Cato</b>  | Approve<br>and Auth.<br>Contracts | OPR 2021-0532                |
| 7. | Third Contract Amendment with Wilson & Company (Albuquerque, NM) for additional costs to complete BNSF inspection work associated with the COS - Regal/Cleveland/Grace Water & Sewer replacement project associated with WSDOT-NSC construction—\$24,813. Total Contract Amount \$174,073.<br><b>Kevin Picanco</b>      | Approve                           | OPR 2020-0449<br>ENG 2017141 |
| 8. | First Amendment to the Arcora Foundation and City of Spokane Grant Agreement related to fluoridation allowing the City to proceed with a comprehensive engineering study—\$600,000. These funds would not have to be repaid regardless of whether the City proceeds with a fluoridation system.<br><b>Marlene Feist</b> | Approve                           | OPR 2020-0694                |
| 9. | Five-Year Master Contract with Linn Machine & Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse and recycling dumpsters—estimated annual expenditure \$670,000 (incl. tax).<br><b>Dustin Bender</b>  | Approve                           | OPR 2021-0533<br>BID 5457-21 |

- |     |  |                                    |               |
|-----|--|------------------------------------|---------------|
| 10. | Report of the Mayor of pending:  | Approve &<br>Authorize<br>Payments | CPR 2021-0002 |
| 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 2021-0003 |
| 11. | City Council Meeting Minutes: _____, 2021.   | Approve<br>All                     | CPR 2021-0013 |
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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)

**NO BOARDS AND COMMISSIONS APPOINTMENTS**



## 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

### SPECIAL BUDGET ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

Ordinance C36094 amending Ordinance No. C35565 passed by the City Council December 11, 2017, and entitled, An Ordinance adopting the Annual Budget of the City of Spokane for 2018, making appropriations to the various funds, departments and programs of the City of Spokane government for the fiscal year ending December 31, 2018, and providing it shall take effect immediately upon passage, and declaring an emergency and appropriating funds in:

**General Fund**

**FROM:** Historic Preservation Specialist, \$29,703;

**TO:** Historic Preservation, Planning Specialist, same amount.

(This action reclasses the vacant Historic Preservation Specialist position [from 1 to 0] to a Planning Specialist position [from 0 to 1].)

**Kris Becker**

### EMERGENCY ORDINANCES

(Require Five Affirmative, Recorded Roll Call Votes)

- ORD C36092** Amending the conditions upon which the City will grant exemptions from transportation impact fees; amending sections 07.08.010 and 17D.075.060 of the Spokane Municipal Code; and declaring an emergency.  
**Council President Beggs**
- ORD C36064** Clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date. (Deferred from June 7, 2021, Agenda) (Council Sponsor: Council Member Wilkerson)  
**Brian McClatchey**

## RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2021-0068 Approving the 2021 Action Plan component of the 2020-2024 Consolidated Plan for CDBG, HOME, and ESG grant programs as well as approval to enter into agreement with HUD and awarded organizations.

**George Dahl**

## FIRST READING ORDINANCES

- ORD C36093 (To be considered under Hearings Item H1.b.)

FURTHER ACTION DEFERRED

## NO SPECIAL CONSIDERATIONS

## HEARINGS

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

### RECOMMENDATION

- |     |  |                                     |            |
|-----|--|-------------------------------------|------------|
| H1. | a. Vacation of portions of Linton Avenue & West Avenue, as requested by Richard Palmer.<br>(Council Sponsor: Council Member Kinnear)   | Approve<br>Subject to<br>Conditions |            |
|     | b. First Reading Ordinance C36093 vacating portions of Linton Avenue & West Avenue.<br><b>Eldon Brown.</b>   | Further<br>Action<br>Deferred       | ORD C36093 |
| H2. | Public Hearing regarding Ordinance C36078 entitled "An ordinance imposing an immediate moratorium on the consideration of impact fee exemptions; setting a public hearing; establishing a work program; and declaring an emergency."<br>(Council Sponsor: Council President Beggs)<br><b>Council President Beggs</b> | Council<br>Decision                 | ORD C36078 |

**Motion to Approve Advance Agenda for August 16, 2021**  
(per Council Rule 2.1.2)

## **OPEN FORUM**

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. 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, (Month Day), and will close at 6:00 p.m. Instructions for participating are available on the form. 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 of interest not relating to 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.

## **ADJOURNMENT**

The August 16, 2021, Regular Legislative Session of the City Council is adjourned to August 23, 2021.

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## **NOTES**



**Agenda Sheet for City Council Meeting of:**  
08/16/2021

<b>Date Rec'd</b>	7/23/2021
<b>Clerk's File #</b>	OPR 2017-0488
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	4366-17
<b>Requisition #</b>	VB 300883

<b>Submitting Dept</b>	WATER & HYDROELECTRIC SERVICES
<b>Contact Name/Phone</b>	LOREN SEARL 625-7851
<b>Contact E-Mail</b>	LSEARL@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Purchase w/o Contract
<b>Agenda Item Name</b>	4100 BACKFLOW PREVENTION DEVICES - VALUE BLANKET RENEWAL

**Agenda Wording**

Renewal of existing value blanket order for backflow prevention devices with Keller Supply Co. (Spokane, WA) for final annual term. Annual spend estimated at \$162,500.00 including tax.

**Summary (Background)**

Bid #4366-17 for Backflow Prevention Devices was publicly solicited in May 2017. Five bids were received. Award was correspondingly recommended to Keller Supply (Spokane, WA) as the low responsive, responsible bidder for an annual value blanket. This represents the fourth and final annual renewal at mutual consent; no further renewal options remain.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense \$ 162,500.00

Select \$

Select \$

Select \$

**Budget Account**

# 4100-42440-94350-56595-99999

#

#

#

**Approvals**

<b><u>Dept Head</u></b>	SEARL, LOREN
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Finance</u></b>	ALBIN-MOORE, ANGELA
<b><u>Legal</u></b>	ODLE, MARI
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	PSCHC 8/2/2021
<b><u>Council Sponsor</u></b>	CM KINNEAR

**Distribution List**

sjohnson@spokanecity.org

**Additional Approvals**

**Purchasing** PRINCE, THEA

## Briefing Paper

### Public Safety & Community Health Committee

<b>Division &amp; Department:</b>	Public Works, 4100 Water & Hydroelectric Services Department
<b>Subject:</b>	Backflow Prevention Devices – Annual Value Blanket
<b>Date:</b>	2 August 2021
<b>Author (email &amp; phone):</b>	Loren Searl, <a href="mailto:lsearl@spokanecity.org">lsearl@spokanecity.org</a> , x7851
<b>City Council Sponsor:</b>	Councilmember Kinneer
<b>Executive Sponsor:</b>	Marlene Feist, Director – Public Works
<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)	Funding for this order is included annually in the Water & Hydroelectric Services department budget.
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	The existing value blanket for these products expires August 2, 2021.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	This order supports the competitive procurement of backflow prevention devices on an as-needed basis for new construction and the replacement of obsolete devices over a one-year period.

Background/History: Bid #4366-17 for Backflow Prevention Devices was publicly solicited in May 2017. Five bids were received. Award was correspondingly recommended to Keller Supply (Spokane, WA) as the low responsive, responsible bidder for an annual value blanket. This represents the fourth and final annual renewal at mutual consent; no further renewal options remain.

For this renewal, the supplier demonstrated multiple increases from the product manufacturer totaling 26.3%. Coupling those with the impact to CPI over the last year, the department recommends acceptance of the supplier's renewal proposal. As the increases have occurred at the manufacturing level, the department has no reasonable expectation of achieving a cost reduction through competition.

#### Price Trends Over the Life of this Value Blanket

Product	2017/2018	2018/2019	Increase	2019/2020	Increase	2020/2021	Increase	2021/2022	Increase
3" DCVA	\$ 761.58	\$ 799.66	5.00%	\$ 814.52	1.86%	\$ 835.00	2.51%	\$ 1,080.50	29.40%
4" DCVA	\$ 796.06	\$ 835.86	5.00%	\$ 851.40	1.86%	\$ 872.00	2.42%	\$ 1,127.46	29.30%
6" DCVA	\$ 1,325.12	\$ 1,391.38	5.00%	\$ 1,417.24	1.86%	\$ 1,453.00	2.52%	\$ 1,793.71	23.45%
8" DCVA	\$ 2,082.76	\$ 2,186.90	5.00%	\$ 2,227.55	1.86%	\$ 2,283.00	2.49%	\$ 2,820.11	23.53%
10" DCVA	\$ 2,857.14	\$ 3,000.00	5.00%	\$ 3,055.76	1.86%	\$ 3,133.00	2.53%	\$ 3,758.68	19.97%
4" DCDA	\$ 1,153.70	\$ 1,211.39	5.00%	\$ 1,233.90	1.86%	\$ 1,265.00	2.52%	\$ 1,532.26	21.13%
6" DCDA	\$ 1,542.86	\$ 1,620.00	5.00%	\$ 1,650.12	1.86%	\$ 1,690.00	2.42%	\$ 2,047.92	21.18%
8" DCDA	\$ 2,391.13	\$ 2,510.69	5.00%	\$ 2,557.36	1.86%	\$ 2,620.00	2.45%	\$ 3,174.51	21.16%
10" DCDA	\$ 3,152.71	\$ 3,310.35	5.00%	\$ 3,371.88	1.86%	\$ 3,456.00	2.49%	\$ 4,148.47	20.04%
4" RP	\$ 1,064.04	\$ 1,117.24	5.00%	\$ 1,138.01	1.86%	\$ 1,167.00	2.55%	\$ 1,412.52	21.04%
6" RP	\$ 1,809.85	\$ 1,900.34	5.00%	\$ 1,935.67	1.86%	\$ 1,984.00	2.50%	\$ 2,356.81	18.79%
8" RP	\$ 3,276.75	\$ 3,440.59	5.00%	\$ 3,504.55	1.86%	\$ 3,593.00	2.52%	\$ 4,266.71	18.75%

Executive Summary:

- *Renewal recommended with Keller Supply (Spokane, WA) for final annual term*
- *Fourth and final renewal, no renewal options remaining*
- *Annual spend estimated at \$162,500.00 including tax*
- *Original Bid #4366-17 Backflow Prevention Devices*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: N/A

Other budget impacts: None

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: None

Known challenges/barriers: None



< Business Lookup

License Information:

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

Entity name:	KELLER SUPPLY CO.
Business name:	KELLER SUPPLY COMPANY
Entity type:	<a href="#">Profit Corporation</a>
UBI #:	578-008-629
Business ID:	001
Location ID:	0004
Location:	Active
Location address:	601 N FREYA ST SPOKANE WA 99202-4610
Mailing address:	3209 17TH AVE W SEATTLE WA 98119-1708

Excise tax and reseller permit status:

  
[Click here](#)



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

Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
Minor Work Permit				Active	Dec-31-2021	Jun-23-1997
Spokane General Business	T12019839BL			Active	Dec-31-2021	Oct-15-2012

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

Governing people	Title
DEBELL, GEORGE W	
KELLER, MICHAEL	
KELLER, MICHELE	
KELLER, NEIL R	
MURPHY, MICHAEL P	
SULMAN, BARBARA	
SULMAN, STUART	



## Registered Trade Names

Registered trade names	Status	First issued
KELLER AIR	Active	Sep-15-2008
LEISURE SUPPLY	Active	Dec-21-1988

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time:  
7/23/2021 8:55:40 AM

### Contact us

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# Agenda Sheet for City Council Meeting of:

08/16/2021

<b>Date Rec'd</b>	7/27/2021
<b>Clerk's File #</b>	OPR 2021-0525
<b>Renews #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAN BULLER 625-6391	<b>Project #</b>	2021066
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR 22800
<b>Agenda Item Name</b>	0370 – LOW BID AWARD – SHAMROCK PAVING INC.		

## Agenda Wording

Low Bid of Shamrock Paving, Inc., Spokane, WA for 2021 Residential Grind & Overlay Projects - South - \$1,485,000.00. An administrative reserve of \$148,500.00, which is 10% of the contract price, will be set aside. (Cliff Cannon, Manito/Cannon Hill and Comstock Neighborhood Council)

## Summary (Background)

On July 26, 2021 bids were opened for the above project. The low bid was from Shamrock Paving, Inc. in the amount of \$1,485,000.00 which is \$194,610.00 or 15% above the Engineer's Estimate of \$1,290,390.00; one other bids were received as follows: Inland Asphalt Company - \$1,512,712.00. All information will be provided prior to the August 2, 2021 council meeting.

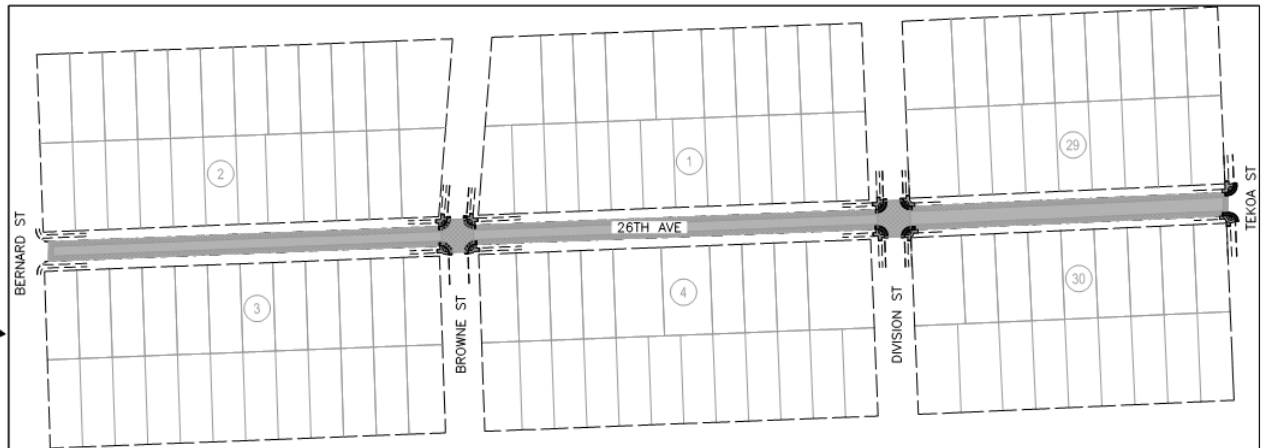
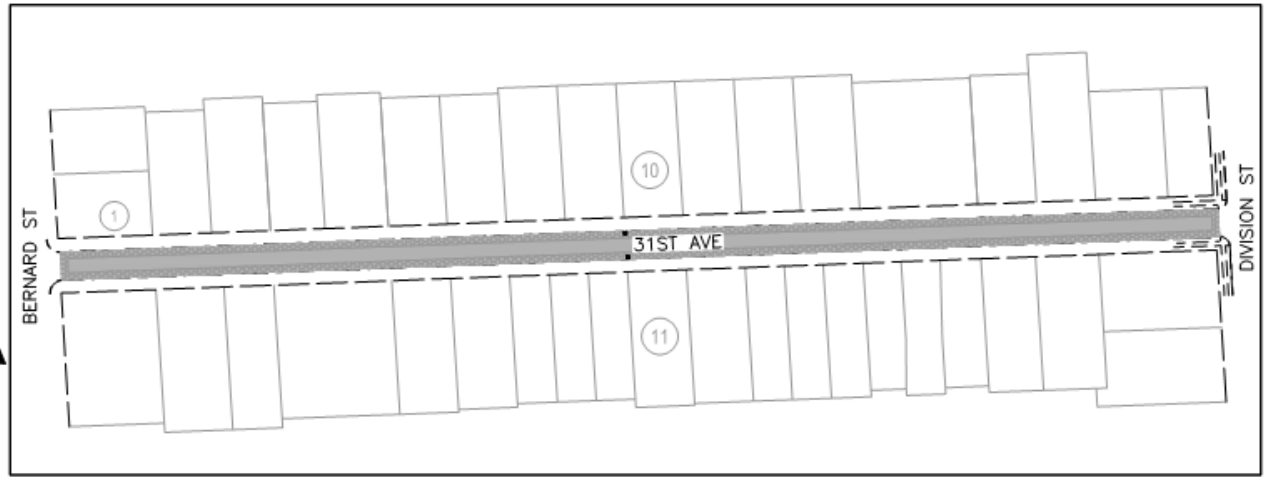
Lease? NO	Grant related? NO	Public Works? YES
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense \$ 1,624,126.11		# 1990 49871 42800 54201 99999
Expense \$ 9,373.89		# 1990 49871 42800 54201 21999
Select \$		#
Select \$		#
<b>Approvals</b>		<b>Council Notifications</b>
<b>Dept Head</b>	TWOHIG, KYLE	<b>Study Session\Other</b> Finance 7-19-21
<b>Division Director</b>	FEIST, MARLENE	<b>Council Sponsor</b> Beggs
<b>Finance</b>	HUGHES, MICHELLE	<b>Distribution List</b>
<b>Legal</b>	ODLE, MARI	eraea@spokanecity.org
<b>For the Mayor</b>	ORMSBY, MICHAEL	publicworksaccounting@spokanecity.org
<b>Additional Approvals</b>		kgoodman@spokanecity.org
<b>Purchasing</b>	WAHL, CONNIE	dbuller@spokanecity.org
		aduffey@spokanecity.org
		jgraff@spokanecity.org

## Briefing Paper

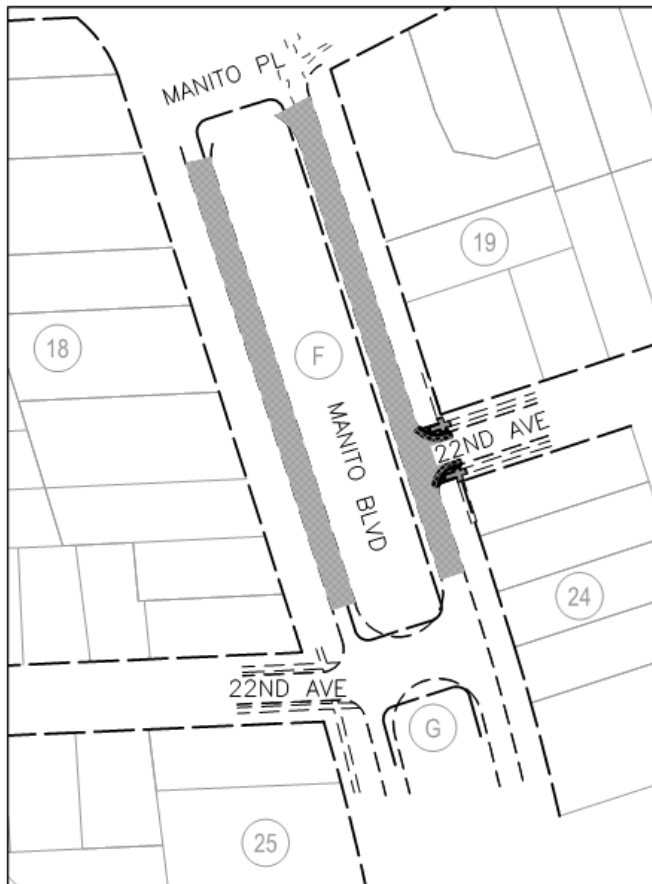
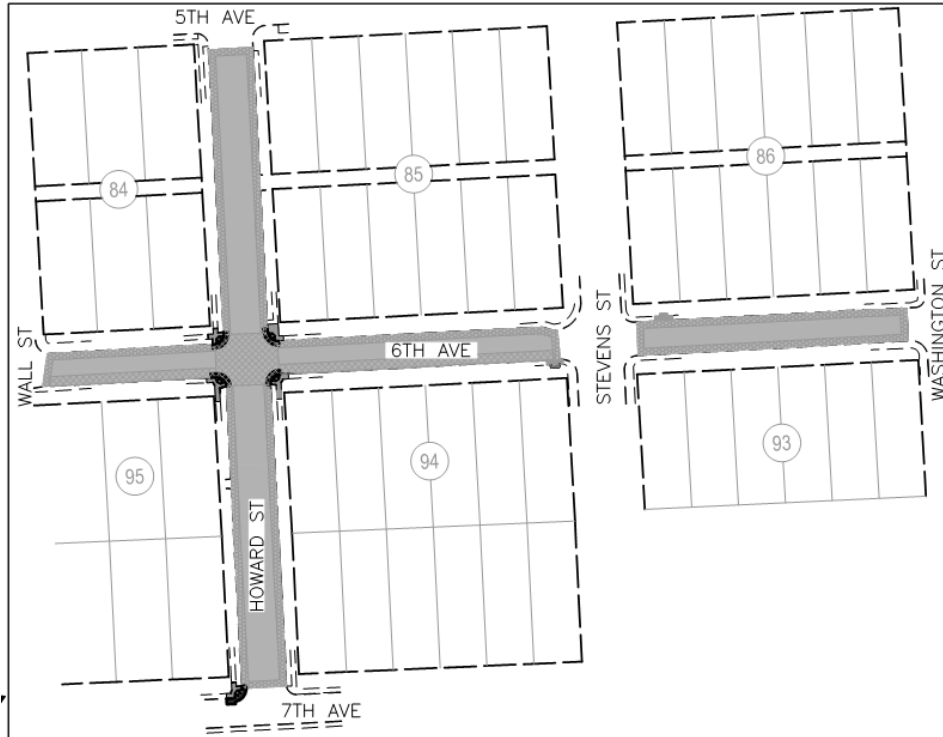
### Finance

<b>Division &amp; Department:</b>	Public Works, Engineering
<b>Subject:</b>	2021 Residential Grind & Overlay (South) Project
<b>Date:</b>	7-19-21
<b>Contact (email &amp; phone):</b>	Dan Buller (dbuller@spokanecity.org 625-6391)
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<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>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contract
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The project described herein is the south half of the annual grind and overlay project funded by the transportation benefit district. The north half will be the subject of a subsequent briefing paper later this year.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Refer to the attached exhibit for the south portion of the streets included in this year's project.</li> <li>Curb ramps will also be upgraded.</li> <li>Public involvement consisted of sending a letter to the property owners fronting the streets indicated on the attached exhibits during the design phase. Also, a flyer will be placed on adjacent resident front doors just prior to construction.</li> <li>Residents will have access to their homes during construction which will occur this summer.</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:	

# Project Location



## Project Location



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

**Project Number**      **2021066**

**Project Description**      2021 Residential Grind & Overlay - South      **Original Date**      7/30/2021 12:00:00 AM

<b>Project Number: 2021066</b>			<b>Engineer's Estimate</b>		SHAMROCK PAVING INC		INLAND ASPHALT COMPANY	
<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>

**Tax Classification**

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	6,021.00	6,021.00	9,000.00	\$9,000.00	8,850.00	\$8,850.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,200.00	1,200.00	1,000.00	\$1,000.00	1,250.00	\$1,250.00
4	POTHOLING	2 EA	700.00	1,400.00	500.00	\$1,000.00	700.00	\$1,400.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	15,000.00	15,000.00	28,000.00	\$28,000.00	41,100.00	\$41,100.00
6	MOBILIZATION	1 LS	107,000.00	107,000.00	140,000.00	\$140,000.00	155,000.00	\$155,000.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	70,000.00	70,000.00	189,363.00	\$189,363.00	124,449.25	\$124,449.25
8	SEQUENTIAL ARROW SIGNS	100 HR	5.00	500.00	17.00	\$1,700.00	4.25	\$425.00
9	TYPE III BARRICADE	43 EA	50.00	2,150.00	155.00	\$6,665.00	85.00	\$3,655.00
10	CLEARING AND GRUBBING	1 LS	5,000.00	5,000.00	11,500.00	\$11,500.00	2,550.00	\$2,550.00
11	TREE ROOT TREATMENT	2 EA	300.00	600.00	850.00	\$1,700.00	825.00	\$1,650.00
12	TREE PROTECTION ZONE	244 EA	300.00	73,200.00	250.00	\$61,000.00	248.50	\$60,634.00
13	REMOVE TREE, CLASS III	1 EA	2,500.00	2,500.00	4,500.00	\$4,500.00	4,595.00	\$4,595.00
14	TREE PRUNING	193 EA	325.00	62,725.00	300.00	\$57,900.00	305.00	\$58,865.00
15	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	8,000.00	8,000.00	15,000.00	\$15,000.00	4,100.00	\$4,100.00
16	REMOVE EXISTING CURB	535 LF	11.00	5,885.00	28.00	\$14,980.00	17.00	\$9,095.00
17	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	395 SY	12.00	4,740.00	36.00	\$14,220.00	56.65	\$22,376.75
18	SAWCUTTING CURB	38 EA	50.00	1,900.00	60.00	\$2,280.00	41.50	\$1,577.00
19	SAWCUTTING RIGID PAVEMENT	950 LFI	1.20	1,140.00	2.00	\$1,900.00	5.50	\$5,225.00
20	SAWCUTTING FLEXIBLE PAVEMENT	19540 LFI	1.00	19,540.00	0.55	\$10,747.00	0.35	\$6,839.00
21	REMOVE UNSUITABLE FOUNDATION MATERIAL	20 CY	40.00	800.00	27.00	\$540.00	33.25	\$665.00



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

22	REPLACE UNSUITABLE FOUNDATION MATERIAL	20 CY	45.00	900.00	38.00	\$760.00	44.00	\$880.00
23	CONTROLLED DENSITY FILL	10 CY	150.00	1,500.00	200.00	\$2,000.00	555.00	\$5,550.00
24	CSTC FOR SIDEWALK AND DRIVEWAYS	24 CY	175.00	4,200.00	200.00	\$4,800.00	955.00	\$22,920.00
25	CRACK SEALING, 1 INCH TO 3 INCH	26500 LF	3.00	79,500.00	1.85	\$49,025.00	2.20	\$58,300.00
26	CRACK SEALING, 3 INCH TO 6 INCH	1780 LF	7.00	12,460.00	6.30	\$11,214.00	4.45	\$7,921.00
27	HMA CL. 1/2 IN. MEDIUM TRAFFIC, 2 INCH THICK	16695 SY	12.00	200,340.00	13.00	\$217,035.00	13.05	\$217,869.75
28	HMA CL. 3/8 IN. MEDIUM TRAFFIC, 1 INCH THICK	8654 SY	5.00	43,270.00	9.00	\$77,886.00	7.30	\$63,174.20
29	COMMERCIAL HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	1130 TON	150.00	169,500.00	125.00	\$141,250.00	124.00	\$140,120.00
30	COMMERCIAL HMA FOR FEATHERING CL. 3/8 IN. PG 64-28	10 TON	150.00	1,500.00	400.00	\$4,000.00	225.00	\$2,250.00
31	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	1571 SY	50.00	78,550.00	45.00	\$70,695.00	41.40	\$65,039.40
32	PAVEMENT REPAIR EXCAVATION INCL. HAUL	1571 SY	40.00	62,840.00	38.00	\$59,698.00	42.00	\$65,982.00
33	PLANING BITUMINOUS PAVEMENT - FULL WIDTH	9776 SY	5.00	48,880.00	5.00	\$48,880.00	4.75	\$46,436.00
34	PLANING BITUMINOUS PAVEMENT - TAPER	6398 SY	5.00	31,990.00	7.00	\$44,786.00	6.25	\$39,987.50
35	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
36	COMPACTION PRICE ADJUSTMENT	12200 EST	1.00	12,200.00	1.00	\$12,200.00	1.00	\$12,200.00
37	COMMERCIAL CONCRETE	10 CY	150.00	1,500.00	200.00	\$2,000.00	555.00	\$5,550.00
38	CEMENT CONCRETE CURB WALL	17 LF	100.00	1,700.00	125.00	\$2,125.00	100.00	\$1,700.00
39	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	1 EA	700.00	700.00	650.00	\$650.00	1,035.00	\$1,035.00
40	RETROFIT SURFACE INLET CB WITH FRAME & VANED GRATE	9 EA	1,000.00	9,000.00	1,000.00	\$9,000.00	1,630.00	\$14,670.00
41	RETROFIT SURFACE INLET CB WITH FRAME & BI- DIRECTIONAL VANED GRATE	1 EA	1,000.00	1,000.00	1,000.00	\$1,000.00	1,625.00	\$1,625.00
42	RETROFIT CURB & SURFACE INLET FRAME & GRATE WITH HOOD, FRAME & BI-	8 EA	1,000.00	8,000.00	1,150.00	\$9,200.00	1,900.00	\$15,200.00

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

	DIRECTIONAL VANED GRATE							
43	MH OR DW FRAME AND COVER (STANDARD)	15 EA	750.00	11,250.00	975.00	\$14,625.00	1,545.00	\$23,175.00
44	VALVE BOX AND COVER	32 EA	550.00	17,600.00	975.00	\$31,200.00	890.00	\$28,480.00
45	CLEANING EXISTING DRAINAGE STRUCTURE	19 EA	500.00	9,500.00	280.00	\$5,320.00	725.00	\$13,775.00
46	ESC LEAD	1 LS	2,500.00	2,500.00	750.00	\$750.00	4,000.00	\$4,000.00
47	INLET PROTECTION	22 EA	100.00	2,200.00	85.00	\$1,870.00	119.00	\$2,618.00
48	TOPSOIL TYPE A, 2 INCH THICK	176 SY	12.00	2,112.00	13.00	\$2,288.00	7.15	\$1,258.40
49	SOD INSTALLATION	176 SY	17.00	2,992.00	20.00	\$3,520.00	20.00	\$3,520.00
50	2 IN. PVC IRRIGATION SLEEVE	100 LF	14.00	1,400.00	14.00	\$1,400.00	14.50	\$1,450.00
51	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	7,000.00	7,000.00	3,000.00	\$3,000.00	7,200.00	\$7,200.00
52	CEMENT CONCRETE CURB	635 LF	33.00	20,955.00	45.00	\$28,575.00	53.30	\$33,845.50
53	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	4,000.00	4,000.00	7,000.00	\$7,000.00	6,100.00	\$6,100.00
54	REFERENCE AND REESTABLISH SURVEY MONUMENT	6 EA	1,000.00	6,000.00	650.00	\$3,900.00	660.00	\$3,960.00
55	CEMENT CONCRETE SIDEWALK	480 SY	65.00	31,200.00	50.00	\$24,000.00	135.00	\$64,800.00
56	RAMP DETECTABLE WARNING	168 SF	30.00	5,040.00	25.00	\$4,200.00	22.00	\$3,696.00
57	SIGNING, PERMANENT - CONTRACTOR MANUFACTURED SIGNS	1 LS	5,000.00	5,000.00	8,500.00	\$8,500.00	8,400.00	\$8,400.00
58	PAVEMENT MARKING - DURABLE HEAT APPLIED	281 SF	10.00	2,810.00	13.00	\$3,653.00	13.25	\$3,723.25
Bid Total			\$1,290,390.00		\$1,485,000.00		\$1,512,712.00	

**SCHEDULE SUMMARY**

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	1,290,390.00	0.00	0.00	0.00	0.00	0.00	1,290,390.00
SHAMROCK PAVING INC	1,485,000.00	0.00	0.00	0.00	0.00	0.00	1,485,000.00
INLAND ASPHALT COMPANY	1,512,712.00	0.00	0.00	0.00	0.00	0.00	1,512,712.00

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

***Low Bid Contractor:*** SHAMROCK PAVING INC

	<b><i>Contractor's Bid</i></b>	<b><i>Engineer's Estimate</i></b>	<b><i>% Variance</i></b>
<b><i>Schedule 01</i></b>	1,485,000.00	1,290,390.00	15.08 % Over Estimate
<b><i>Schedule 03</i></b>	0.00	0.00	% Under Estimate
<b><i>Bid Totals</i></b>	<hr/> 1,485,000.00	<hr/> 1,290,390.00	<hr/> 15.08 % Over Estimate

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

08/16/2021

**Date Rec'd**

7/14/2021

**Clerk's File #**

OPR 2021-0526

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

ENGINEERING SERVICES

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

DAN BULLER 625-6391

**Project #**

2019179

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

BT

**Agenda Item Name**

0370 – LOW BID AWARD – LARIVIERE, INC.

**Agenda Wording**

Low Bid of LaRiviere Inc. of Rathdrum, ID for the North River Drive Sidewalk - \$1,028,674.00. An administrative reserve of \$102,867.40, which is 10% of the contract price, will be set aside. (Riverside Neighborhood Council)

**Summary (Background)**

On July 12, 2021, bids were opened for the above project. The low bid was from LaRiviere Inc. in the amount of \$1,028,674.00, which is \$116,839.50 or 12.8% above the Engineer's Estimate of \$911,834.50; one other bid was received as follows: Corridor Contractors - \$1,200,000.00. All information will be provided prior to the August 2, 2021 council meeting.

Lease? NO

Grant related? NO

Public Works? YES

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

Expense \$ 825,330.95

# 3200 95159 95300 56501 21997

Expense \$ 195,938.23

# 3200 95159 95300 56501 99999

Expense \$ 110,272.22

# 3200 95159 95300 56501 99999

Select \$

#

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

BULLER, DAN

**Study Session\Other**

PIES 6/28/21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Beggs

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

ODLE, MARI

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

dbuller@spokanecity.org

aduffey@spokanecity.org

jgraff@spokanecity.org

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	North River Sidewalk
<b>Date:</b>	June 28, 2021
<b>Contact (email &amp; phone):</b>	Dan Buller (dbuller@spokanecity.org, 625-6391)
<b>City Council Sponsor:</b>	Breen Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<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 program
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of construction contracts (once bids are opened and recommendation to award submitted to council for approval)
<b>Background/History:</b> <ul style="list-style-type: none"> <li>The sidewalk gap shown in the attached exhibit was identified in City planning documents as a significant gap in City pedestrian facilities.</li> </ul>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>The proposed sidewalk infills a missing gap of sidewalk as shown in the attached exhibit. connecting the numerous hotels to the east with the new North Bank playground and Sportsplex and Riverfront Park to the west.</li> <li>The project also includes storm drainage (treatment) upgrades, trees and a grind and overlay.</li> <li>It is planned for construction later this year.</li> <li>The City applied for and received a TIB grant which, together with City TBD sidewalk funds pay for the sidewalk portion of the project. The stormwater portion of the project is paid with sewer dept. funds and the grind and overlay is paid for with arterial street funds.</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:	





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

**Project Number**      **2019179**

**Project Description**      North River Dr. Sidewalk - East of Washington St      **Original Date**      7/18/2021 1:00:00 PM

<b>Project Number: 2019179</b>			<b>Engineer's Estimate</b>		LARIVIERE INC		CORRIDOR CONTRACTORS	
<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>

**Tax Classification**

Sales tax shall be included in unit prices

1	ADA FEATURES SURVEYING	1 LS	1,000.00	1,000.00	701.00	\$701.00	3,500.00	\$3,500.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1 EST	1.00	1.00	1.00	\$1.00	1.00	\$1.00
3	SPCC PLAN	1 LS	1,200.00	1,200.00	2,844.00	\$2,844.00	1,000.00	\$1,000.00
4	POTHOLING	1 EA	700.00	700.00	6,635.00	\$6,635.00	750.00	\$750.00
5	PUBLIC LIAISON REPRESENTATIVE	1 LS	10,000.00	10,000.00	3,160.00	\$3,160.00	10,000.00	\$10,000.00
6	MOBILIZATION	1 LS	68,000.00	68,000.00	68,329.00	\$68,329.00	81,845.00	\$81,845.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1 LS	19,000.00	19,000.00	30,345.00	\$30,345.00	34,756.00	\$34,756.00
8	SPECIAL SIGNS	30 SF	20.00	600.00	24.00	\$720.00	10.00	\$300.00
9	SEQUENTIAL ARROW SIGNS	550 HR	5.00	2,750.00	4.00	\$2,200.00	6.00	\$3,300.00
10	PORTABLE CHANGEABLE MESSAGE SIGN	2400 HR	5.00	12,000.00	7.50	\$18,000.00	9.00	\$21,600.00
11	TYPE III BARRICADE	9 EA	50.00	450.00	61.00	\$549.00	100.00	\$900.00
12	CLEARING AND GRUBBING	1 LS	12,000.00	12,000.00	20,272.00	\$20,272.00	18,000.00	\$18,000.00
13	TREE ROOT TREATMENT	1 EA	700.00	700.00	910.00	\$910.00	500.00	\$500.00
14	TREE PROTECTION ZONE	8 EA	350.00	2,800.00	303.00	\$2,424.00	750.00	\$6,000.00
15	REMOVE TREE, CLASS I	1 EA	450.00	450.00	607.00	\$607.00	1,000.00	\$1,000.00
16	REMOVE TREE, CLASS II	2 EA	1,400.00	2,800.00	1,092.00	\$2,184.00	2,000.00	\$4,000.00
17	REMOVE TREE, CLASS III	10 EA	2,800.00	28,000.00	1,457.00	\$14,570.00	3,000.00	\$30,000.00
18	TREE PRUNING	3 EA	350.00	1,050.00	303.00	\$909.00	1,000.00	\$3,000.00
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1 LS	8,000.00	8,000.00	16,547.00	\$16,547.00	25,500.00	\$25,500.00
20	REMOVE EXISTING CURB	95 LF	10.00	950.00	16.00	\$1,520.00	12.00	\$1,140.00
21	REMOVE EXISTING CURB AND GUTTER	5 LF	12.00	60.00	17.00	\$85.00	75.00	\$375.00



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

22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	27 SY	40.00	1,080.00	18.00	\$486.00	30.00	\$810.00
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	4 EA	700.00	2,800.00	780.00	\$3,120.00	1,400.00	\$5,600.00
24	SAWCUTTING CURB	4 EA	60.00	240.00	36.00	\$144.00	75.00	\$300.00
25	SAWCUTTING RIGID PAVEMENT	232 LFI	2.00	464.00	2.00	\$464.00	2.00	\$464.00
26	SAWCUTTING FLEXIBLE PAVEMENT	13860 LFI	1.00	13,860.00	0.35	\$4,851.00	1.50	\$20,790.00
27	ROADWAY EXCAVATION INCL. HAUL - SWALE	700 CY	25.00	17,500.00	20.00	\$14,000.00	45.00	\$31,500.00
28	ROADWAY EXCAVATION INCL. HAUL	1 LS	10,000.00	10,000.00	26,500.00	\$26,500.00	35,000.00	\$35,000.00
29	REMOVE UNSUITABLE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	24.00	\$480.00	30.00	\$600.00
30	REPLACE UNSUITABLE FOUNDATION MATERIAL	20 CY	50.00	1,000.00	57.00	\$1,140.00	50.00	\$1,000.00
31	COMMON BORROW INCL. HAUL	40 CY	30.00	1,200.00	64.00	\$2,560.00	60.00	\$2,400.00
32	SPECIAL/INDUSTRIAL WASTE	400 TON	80.00	32,000.00	81.00	\$32,400.00	120.00	\$48,000.00
33	HAZARDOUS MATERIAL	5 TON	400.00	2,000.00	252.00	\$1,260.00	500.00	\$2,500.00
34	DISPOSAL OF INERT FILL AND DEBRIS, INCL HAUL	690 CY	45.00	31,050.00	28.00	\$19,320.00	65.00	\$44,850.00
35	HEALTH AND SAFETY PLAN	1 LS	4,000.00	4,000.00	9,104.00	\$9,104.00	4,000.00	\$4,000.00
36	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	278 SY	3.00	834.00	6.50	\$1,807.00	16.00	\$4,448.00
37	CONSTRUCTION GEOMEMBRANE LINER	617 SY	30.00	18,510.00	17.00	\$10,489.00	20.00	\$12,340.00
38	CSTC FOR SIDEWALK AND DRIVEWAYS	88 CY	125.00	11,000.00	154.00	\$13,552.00	150.00	\$13,200.00
39	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	3412 SY	11.00	37,532.00	15.00	\$51,180.00	15.00	\$51,180.00
40	HMA FOR TRANSITION CL. 1/2 IN. PG 64-28, 3 INCH THICK	312 SY	15.00	4,680.00	39.00	\$12,168.00	36.00	\$11,232.00
41	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	140 TON	140.00	19,600.00	148.00	\$20,720.00	127.00	\$17,780.00
42	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	362 SY	40.00	14,480.00	51.00	\$18,462.00	55.00	\$19,910.00
43	PAVEMENT REPAIR EXCAVATION INCL. HAUL	362 SY	35.00	12,670.00	32.00	\$11,584.00	40.00	\$14,480.00

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

44	PLANING BITUMINOUS PAVEMENT	1456 SY	7.00	10,192.00	3.00	\$4,368.00	15.00	\$21,840.00
45	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1 EST	(1.00)	(1.00)	(1.00)	(\$1.00)	(1.00)	(\$1.00)
46	COMPACTION PRICE ADJUSTMENT	1900 EST	1.00	1,900.00	1.00	\$1,900.00	1.00	\$1,900.00
47	COMMERCIAL CONCRETE	5 CY	150.00	750.00	224.00	\$1,120.00	150.00	\$750.00
48	CEMENT CONCRETE CURB WALL	170 LF	80.00	13,600.00	55.00	\$9,350.00	100.00	\$17,000.00
49	SEGMENTAL CONCRETE RETAINING WALL	1140 SF	33.00	37,620.00	49.00	\$55,860.00	54.00	\$61,560.00
50	GRAVEL BACKFILL FOR DRAIN	160 CY	60.00	9,600.00	60.00	\$9,600.00	52.00	\$8,320.00
51	DUCTILE IRON STORM SEWER PIPE 10 IN. DIA.	355 LF	80.00	28,400.00	109.00	\$38,695.00	120.00	\$42,600.00
52	PIPE GUARD - 8 INCH	1 EA	350.00	350.00	719.00	\$719.00	1,000.00	\$1,000.00
53	PIPE GUARD - 10 INCH	1 EA	250.00	250.00	736.00	\$736.00	1,000.00	\$1,000.00
54	MANHOLE - 48 IN.	1 EA	3,800.00	3,800.00	3,265.00	\$3,265.00	6,000.00	\$6,000.00
55	MANHOLE - 48 IN. SHALLOW	2 EA	3,000.00	6,000.00	3,906.00	\$7,812.00	5,000.00	\$10,000.00
56	DRYWELL TYPE 1 - MODIFIED	1 EA	4,500.00	4,500.00	4,968.00	\$4,968.00	6,000.00	\$6,000.00
57	ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE	2 EA	600.00	1,200.00	790.00	\$1,580.00	1,200.00	\$2,400.00
58	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	1 EA	700.00	700.00	904.00	\$904.00	950.00	\$950.00
59	CATCH BASIN TYPE 1	2 EA	2,700.00	5,400.00	3,778.00	\$7,556.00	3,200.00	\$6,400.00
60	CATCH BASIN TYPE 3	2 EA	3,100.00	6,200.00	3,303.00	\$6,606.00	3,500.00	\$7,000.00
61	CLEANING EXISTING DRAINAGE STRUCTURE	2 EA	600.00	1,200.00	486.00	\$972.00	1,000.00	\$2,000.00
62	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	20 CY	100.00	2,000.00	193.00	\$3,860.00	350.00	\$7,000.00
63	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	35.00	350.00	26.00	\$260.00	152.00	\$1,520.00
64	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10 CY	45.00	450.00	247.00	\$2,470.00	55.00	\$550.00
65	TRENCH SAFETY SYSTEM	1 LS	3,000.00	3,000.00	802.00	\$802.00	1,500.00	\$1,500.00
66	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	70 LF	60.00	4,200.00	93.00	\$6,510.00	120.00	\$8,400.00
67	ESC LEAD	1 LS	2,000.00	2,000.00	2,398.00	\$2,398.00	1,250.00	\$1,250.00
68	INLET PROTECTION	4 EA	100.00	400.00	140.00	\$560.00	100.00	\$400.00

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

69	TOPSOIL TYPE A, 2 INCH THICK	1280 SY	13.00	16,640.00	5.00	\$6,400.00	4.00	\$5,120.00
70	SOD INSTALLATION	1280 SY	18.00	23,040.00	6.50	\$8,320.00	15.00	\$19,200.00
71	2 INCH CALIPER DECIDUOUS TREE	13 EA	700.00	9,100.00	486.00	\$6,318.00	850.00	\$11,050.00
72	CEMENT CONCRETE MOW STRIP, 6 IN. X 6 IN.	10 LF	25.00	250.00	30.00	\$300.00	100.00	\$1,000.00
73	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	310 SY	22.00	6,820.00	28.00	\$8,680.00	39.00	\$12,090.00
74	CONSTRUCT BIO-INFILTRATION SWALE	310 SY	12.00	3,720.00	7.50	\$2,325.00	28.00	\$8,680.00
75	SWALE DRAIN PAD	2 EA	300.00	600.00	2,500.00	\$5,000.00	400.00	\$800.00
76	IRRIGATION SYSTEM	1 LS	20,000.00	20,000.00	32,091.00	\$32,091.00	35,000.00	\$35,000.00
77	4 IN. DI IRRIGATION SLEEVE	50 LF	40.00	2,000.00	58.00	\$2,900.00	100.00	\$5,000.00
78	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1 LS	3,000.00	3,000.00	11,645.00	\$11,645.00	15,000.00	\$15,000.00
79	RETROFIT EXISTING IRRIGATION SYSTEM - CENTENNIAL HOTEL	1 LS	10,000.00	10,000.00	4,921.00	\$4,921.00	7,500.00	\$7,500.00
80	CEMENT CONCRETE CURB	2035 LF	37.00	75,295.00	38.00	\$77,330.00	25.00	\$50,875.00
81	CEMENT CONCRETE CURB AND GUTTER	5 LF	40.00	200.00	93.00	\$465.00	100.00	\$500.00
82	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	250 SY	150.00	37,500.00	105.00	\$26,250.00	140.00	\$35,000.00
83	REFERENCE AND REESTABLISH SURVEY MONUMENT	1 EA	800.00	800.00	1,214.00	\$1,214.00	750.00	\$750.00
84	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1 LS	2,000.00	2,000.00	3,641.00	\$3,641.00	3,500.00	\$3,500.00
85	CEMENT CONCRETE SIDEWALK	1321 SY	60.00	79,260.00	62.00	\$81,902.00	60.00	\$79,260.00
86	RAMP DETECTABLE WARNING	24 SF	30.00	720.00	28.00	\$672.00	20.00	\$480.00
87	TREE WELL	5 EA	3,000.00	15,000.00	434.00	\$2,170.00	600.00	\$3,000.00
88	TREE GRATE	5 EA	2,000.00	10,000.00	4,830.00	\$24,150.00	2,250.00	\$11,250.00
89	TRAFFIC SIGNAL SYSTEM RETROFIT	1 LS	16,000.00	16,000.00	47,945.00	\$47,945.00	43,450.00	\$43,450.00
90	RECTANGULAR RAPID FLASHING BEACON CONDUIT SYSTEM	1 LS	4,000.00	4,000.00	10,317.00	\$10,317.00	10,000.00	\$10,000.00

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

91	TEMPORARY TRAFFIC SIGNAL SYSTEM	1 LS	2,000.00	2,000.00	7,283.00	\$7,283.00	7,000.00	\$7,000.00
92	TEMPORARY INTERSECTION LIGHTING SYSTEM	1 LS	1,000.00	1,000.00	15,282.00	\$15,282.00	7,500.00	\$7,500.00
93	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1 LS	4,000.00	4,000.00	5,802.00	\$5,802.00	4,500.00	\$4,500.00
94	REMOVAL OF EXISTING PAVEMENT MARKINGS	383 SF	4.50	1,723.50	4.50	\$1,723.50	5.00	\$1,915.00
95	PAVEMENT MARKING - DURABLE HEAT APPLIED	1309 SF	10.00	13,090.00	8.50	\$11,126.50	10.00	\$13,090.00
96	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	2 EA	2.00	4.00	164.00	\$328.00	150.00	\$300.00
<b>Bid Total</b>			<b>\$911,834.50</b>		<b>\$1,028,674.00</b>		<b>\$1,200,000.00</b>	

**SCHEDULE SUMMARY**

	<i>Sched 1</i>	<i>Sched 2</i>	<i>Sched 3</i>	<i>Sched 4</i>	<i>Sched 5</i>	<i>Sched 6</i>	<i>Total</i>
ENGINEER'S ESTIMATE	911,834.50	0.00	0.00	0.00	0.00	0.00	911,834.50
LARIVIERE INC	1,028,674.00	0.00	0.00	0.00	0.00	0.00	1,028,674.00
CORRIDOR CONTRACTORS	1,200,000.00	0.00	0.00	0.00	0.00	0.00	1,200,000.00

**Low Bid Contractor:** LARIVIERE INC

	<i>Contractor's Bid</i>	<i>Engineer's Estimate</i>	<i>% Variance</i>
<i>Schedule 01</i>	1,028,674.00	911,834.50	12.81 % Over Estimate
<i>Schedule 03</i>	0.00	0.00	% Under Estimate
<i>Bid Totals</i>	1,028,674.00	911,834.50	12.81 % Over Estimate



**City of Spokane**

**PUBLIC WORKS CONTRACT**

Title: **NORTH RIVER DRIVE  
SIDEWALK PROJECT**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **LARIVIERE, INC.**, whose address is 17564 North Dylan Court, Rathdrum Idaho 83858 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 **NORTH RIVER DRIVE SIDEWALK PROJECT.**
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 2021, 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 Schedule A-3 for the actual quantities furnished for each bid item.
7. **TAXES.** 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 City Clerk File 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 [www.dor.wa.gov](http://www.dor.wa.gov) or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

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.

33. USE OF PROJECT MANAGEMENT SOFTWARE. The Contractor shall transmit all submittal documentation for proposed project materials by uploading it to the City's web based construction management software. A City representative will be available to assist in learning this process.

**LARIVIERE, 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  
Schedule A-3

21-140

## PAYMENT BOND

We, **LARIVIERE, INC.**, as principal, and \_\_\_\_\_, as surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION TWENTY-EIGHT THOUSAND SIX HUNDRED SEVENTY FOUR AND 00/100 DOLLARS (\$1,028,674.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work and furnish all materials for the **NORTH RIVER DRIVE SIDEWALK PROJECT**. 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 \_\_\_\_\_.

**LARIVIERE, INC.,**

AS PRINCIPAL

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

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

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

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

[illegible]

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, **LARIVIERE, INC.**, as principal, and \_\_\_\_\_, as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE MILLION TWENTY-EIGHT THOUSAND SIX HUNDRED SEVENTY FOUR AND 00/100 DOLLARS (\$1,028,674.00)** for the payment of which, we bind ourselves and our legal representatives and successors, jointly and severally by this document.

The principal has entered into a Contract with the City of Spokane, Washington, to do all the work and furnish all materials for the **NORTH RIVER DRIVE SIDEWALK PROJECT**. 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 \_\_\_\_\_

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

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



**SCHEDULE A-3**  
***Tax Classification: Sales tax shall be included in unit prices***

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES		UNIT PRICE		TOTAL
1	ADA FEATURES SURVEYING	1.00 LS	\$	701.00	\$	701.00
2	REIMBURSEMENT OF THIRD PARTY DAMAGE	1.00 EST	\$	1.00	\$	1.00
3	SPCC PLAN	1.00 LS	\$	2,844.00	\$	2,844.00
4	POTHOLING	1.00 EA	\$	6,635.00	\$	6,635.00
5	PUBLIC LIAISON REPRESENTATIVE	1.00 LS	\$	3,160.00	\$	3,160.00
6	MOBILIZATION	1.00 LS	\$	68,329.00	\$	68,329.00
7	PROJECT TEMPORARY TRAFFIC CONTROL	1.00 LS	\$	30,345.00	\$	30,345.00
8	SPECIAL SIGNS	30.00 SF	\$	24.00	\$	720.00
9	SEQUENTIAL ARROW SIGNS	550.00 HR	\$	4.00	\$	2,200.00
10	PORTABLE CHANGEABLE MESSAGE SIGN	2,400.00 HR	\$	7.50	\$	18,000.00
11	TYPE III BARRICADE	9.00 EA	\$	61.00	\$	549.00
12	CLEARING AND GRUBBING	1.00 LS	\$	20,272.00	\$	20,272.00

13	TREE ROOT TREATMENT	1.00 EA	\$	910.00	\$	910.00
14	TREE PROTECTION ZONE	8.00 EA	\$	303.00	\$	2,424.00
15	REMOVE TREE, CLASS I	1.00 EA	\$	607.00	\$	607.00
16	REMOVE TREE, CLASS II	2.00 EA	\$	1,092.00	\$	2,184.00
17	REMOVE TREE, CLASS III	10.00 EA	\$	1,457.00	\$	14,570.00
18	TREE PRUNING	3.00 EA	\$	303.00	\$	909.00
19	REMOVAL OF STRUCTURE AND OBSTRUCTION	1.00 LS	\$	16,547.00	\$	16,547.00
20	REMOVE EXISTING CURB	95.00 LF	\$	16.00	\$	1,520.00
21	REMOVE EXISTING CURB AND GUTTER	5.00 LF	\$	17.00	\$	85.00
22	REMOVE CEMENT CONCRETE SIDEWALK AND DRIVEWAY	27.00 SY	\$	18.00	\$	486.00
23	REMOVE MANHOLE, CATCH BASIN, OR DRYWELL	4.00 EA	\$	780.00	\$	3,120.00
24	SAWCUTTING CURB	4.00 EA	\$	36.00	\$	144.00
25	SAWCUTTING RIGID PAVEMENT	232.00 LFI	\$	2.00	\$	464.00
26	SAWCUTTING FLEXIBLE PAVEMENT	13,860.00 LFI	\$	0.35	\$	4,851.00
27	ROADWAY EXCAVATION INCL. HAUL -	700.00 CY	\$	20.00	\$	14,000.00

SWALE

28	ROADWAY EXCAVATION INCL. HAUL	1.00 LS	\$	26,500.00	\$	26,500.00
29	REMOVE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$	24.00	\$	480.00
30	REPLACE UNSUITABLE FOUNDATION MATERIAL	20.00 CY	\$	57.00	\$	1,140.00
31	COMMON BORROW INCL. HAUL	40.00 CY	\$	64.00	\$	2,560.00
32	SPECIAL/INDUSTRIAL WASTE	400.00 TON	\$	81.00	\$	32,400.00
33	HAZARDOUS MATERIAL	5.00 TON	\$	252.00	\$	1,260.00
34	DISPOSAL OF INERT FILL AND DEBRIS, INCL HAUL	690.00 CY	\$	28.00	\$	19,320.00
35	HEALTH AND SAFETY PLAN	1.00 LS	\$	9,104.00	\$	9,104.00
36	CONSTRUCTION GEOSYNTHETIC FOR UNDERGROUND DRAINAGE	278.00 SY	\$	6.50	\$	1,807.00
37	CONSTRUCTION GEOMEMBRANE LINER	617.00 SY	\$	17.00	\$	10,489.00
38	CSTC FOR SIDEWALK AND DRIVEWAYS	88.00 CY	\$	154.00	\$	13,552.00
39	HMA CL. 1/2 IN. HEAVY TRAFFIC, 2 INCH THICK	3,412.00 SY	\$	15.00	\$	51,180.00
40	HMA FOR TRANSITION CL. 1/2 IN. PG 64-28, 3 INCH THICK	312.00 SY	\$	39.00	\$	12,168.00
41	HMA FOR PRELEVELING CL. 3/8 IN. PG 64-28	140.00 TON	\$	148.00	\$	20,720.00

42	HMA FOR PAVEMENT REPAIR CL. 1/2 IN. PG 64-28, 4 INCH THICK	362.00 SY	\$	51.00	\$	18,462.00
43	PAVEMENT REPAIR EXCAVATION INCL. HAUL	362.00 SY	\$	32.00	\$	11,584.00
44	PLANING BITUMINOUS PAVEMENT	1,456.00 SY	\$	3.00	\$	4,368.00
45	JOB MIX COMPLIANCE PRICE ADJUSTMENT	1.00 EST	\$	(1.00)	\$	(1.00)
46	COMPACTION PRICE ADJUSTMENT	1,900.00 EST	\$	1.00	\$	1,900.00
47	COMMERCIAL CONCRETE	5.00 CY	\$	224.00	\$	1,120.00
48	CEMENT CONCRETE CURB WALL	170.00 LF	\$	55.00	\$	9,350.00
49	SEGMENTAL CONCRETE RETAINING WALL	1,140.00 SF	\$	49.00	\$	55,860.00
50	GRAVEL BACKFILL FOR DRAIN	160.00 CY	\$	60.00	\$	9,600.00
51	DUCTILE IRON STORM SEWER PIPE 10 IN. DIA.	355.00 LF	\$	109.00	\$	38,695.00
52	PIPE GUARD - 8 INCH	1.00 EA	\$	719.00	\$	719.00
53	PIPE GUARD - 10 INCH	1.00 EA	\$	736.00	\$	736.00
54	MANHOLE - 48 IN.	1.00 EA	\$	3,265.00	\$	3,265.00
55	MANHOLE - 48 IN. SHALLOW	2.00 EA	\$	3,906.00	\$	7,812.00

56	DRYWELL TYPE 1 - MODIFIED	1.00 EA	\$	4,968.00	\$	4,968.00
57	ADJUST EXISTING VALVE BOX, MON, OR CO IN CONCRETE	2.00 EA	\$	790.00	\$	1,580.00
58	ADJUST EXISTING MH, CB, DW, OR INLET IN ASPHALT	1.00 EA	\$	904.00	\$	904.00
59	CATCH BASIN TYPE 1	2.00 EA	\$	3,778.00	\$	7,556.00
60	CATCH BASIN TYPE 3	2.00 EA	\$	3,303.00	\$	6,606.00
61	CLEANING EXISTING DRAINAGE STRUCTURE	2.00 EA	\$	486.00	\$	972.00
62	EXTRA WORK ALLOWANCE FOR ROCK EXCAVATION - TRENCHES	20.00 CY	\$	193.00	\$	3,860.00
63	REMOVE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	26.00	\$	260.00
64	REPLACE UNSUITABLE PIPE FOUNDATION MATERIAL	10.00 CY	\$	247.00	\$	2,470.00
65	TRENCH SAFETY SYSTEM	1.00 LS	\$	802.00	\$	802.00
66	CATCH BASIN DI SEWER PIPE 8 IN. DIA.	70.00 LF	\$	93.00	\$	6,510.00
67	ESC LEAD	1.00 LS	\$	2,398.00	\$	2,398.00
68	INLET PROTECTION	4.00 EA	\$	140.00	\$	560.00
69	TOPSOIL TYPE A, 2 INCH THICK	1,280.00 SY	\$	5.00	\$	6,400.00
70	SOD INSTALLATION	1,280.00 SY	\$	6.50	\$	8,320.00

71	2 INCH CALIPER DECIDUOUS TREE	13.00 EA	\$	486.00	\$	6,318.00
72	CEMENT CONCRETE MOW STRIP, 6 IN. X 6 IN.	10.00 LF	\$	30.00	\$	300.00
73	TOPSOIL FOR BIO-INFILTRATION SWALES, 12 INCH THICK INCL. SE	310.00 SY	\$	28.00	\$	8,680.00
74	CONSTRUCT BIO-INFILTRATION SWALE	310.00 SY	\$	7.50	\$	2,325.00
75	SWALE DRAIN PAD	2.00 EA	\$	2,500.00	\$	5,000.00
76	IRRIGATION SYSTEM	1.00 LS	\$	32,091.00	\$	32,091.00
77	4 IN. DI IRRIGATION SLEEVE	50.00 LF	\$	58.00	\$	2,900.00
78	REMOVE AND REPLACE EXISTING SPRINKLER HEADS AND LINES	1.00 LS	\$	11,645.00	\$	11,645.00
79	RETROFIT EXISTING IRRIGATION SYSTEM - CENTENNIAL HOTEL	1.00 LS	\$	4,921.00	\$	4,921.00
80	CEMENT CONCRETE CURB	2,035.00 LF	\$	38.00	\$	77,330.00
81	CEMENT CONCRETE CURB AND GUTTER	5.00 LF	\$	93.00	\$	465.00
82	CEMENT CONCRETE DRIVEWAY - HIGH EARLY	250.00 SY	\$	105.00	\$	26,250.00
83	REFERENCE AND REESTABLISH SURVEY MONUMENT	1.00 EA	\$	1,214.00	\$	1,214.00
84	CLASSIFICATION AND PROTECTION OF SURVEY MONUMENTS	1.00 LS	\$	3,641.00	\$	3,641.00

85	CEMENT CONCRETE SIDEWALK	1,321.00 SY	\$	62.00	\$	81,902.00
86	RAMP DETECTABLE WARNING	24.00 SF	\$	28.00	\$	672.00
87	TREE WELL	5.00 EA	\$	434.00	\$	2,170.00
88	TREE GRATE	5.00 EA	\$	4,830.00	\$	24,150.00
89	TRAFFIC SIGNAL SYSTEM RETROFIT	1.00 LS	\$	47,945.00	\$	47,945.00
90	RECTANGULAR RAPID FLASHING BEACON CONDUIT SYSTEM	1.00 LS	\$	10,317.00	\$	10,317.00
91	TEMPORARY TRAFFIC SIGNAL SYSTEM	1.00 LS	\$	7,283.00	\$	7,283.00
92	TEMPORARY INTERSECTION LIGHTING SYSTEM	1.00 LS	\$	15,282.00	\$	15,282.00
93	SIGNING, PERMANENT - CITY MANUFACTURED SIGNS	1.00 LS	\$	5,802.00	\$	5,802.00
94	REMOVAL OF EXISTING PAVEMENT MARKINGS	383.00 SF	\$	4.50	\$	1,723.50
95	PAVEMENT MARKING - DURABLE HEAT APPLIED	1,309.00 SF	\$	8.50	\$	11,126.50
96	WORD AND SYMBOL MARKINGS – DURABLE HEAT APPLIED	2.00 EA	\$	164.00	\$	328.00
<b>Schedule A-3 Subtotal</b>					\$	<u>1,028,674.00</u>
<b>Summary of Bid Items</b>					<b>Bid Total</b>	\$ <u>1,028,674.00</u>

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

08/16/2021

**Date Rec'd**

7/19/2021

**Clerk's File #**

OPR 2021-0527

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

ENGINEERING SERVICES

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

DAN BULLER 625-6391

**Project #**

2021090

**Contact E-Mail**

DBULLER@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

MASTER

**Agenda Item Name**

0370 - PARAMETRIX - CIVIL ENGINEERING ON-CALL SERVICES NON-FEDERAL AID

**Agenda Wording**

Consultant Agreement with Parametrix, Inc., (Spokane, WA) for On-Call Civil Engineering Services for 2021-2023 projects - Non-Federal for an amount not to exceed \$600,000.00. (Various Neighborhood Councils)

**Summary (Background)**

The Consultant Agreement for Parametrix, Inc. On-Call Services is for a period of two years with an additional one year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Lease? NO

Grant related? NO

Public Works? YES

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

Expense \$ \$600,000.00

# VARIOUS

Select \$

#

Select \$

#

Select \$

#

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

TWOHIG, KYLE

**Study Session\Other**

PIES 7/26

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Beggs

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

eraea@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

publicworksaccounting@spokanecity.org

**Additional Approvals**

kgoodman@spokanecity.org

**Purchasing**

jgraff@spokanecity.org

aduffey@spokanecity.org

dbuller@spokanecity.org



## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	On-Call Engineering Consultants
<b>Date:</b>	July 26, 2021
<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>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<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)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
<p><u>Background/History:</u> Engineering Services will occasionally send projects out to consulting engineers for design services when expertise or capacity do not allow the project to be designed in house. Engineering Services will manage the design consultant to ensure the project meets the City's standards.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>• A request for qualifications was advertised earlier this month for general engineering design services.</li> <li>• A review committee ranked the firms by qualifications. Two firms have been selected, Parametrix and HDR. Each proposed contract will be for approximately \$500,000 over a two year period.</li> <li>• Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used.</li> </ul>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" 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 checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: ON-CALL GENERAL CIVIL ENGINEERING  
FOR 2021-2023 NON-FEDERAL AID PROJECTS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **PARAMETRIX**, whose address is 835 North Post Street, Suite 201, Spokane, Washington 99201-2126 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **ON-CALL GENERAL CIVIL ENGINEERING FOR 2021-2023 NON-FEDERAL AID PROJECTS** for the City; and*

*WHEREAS, the Consultant was selected through a Request for Qualifications issued by the City.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on August 16, 2021, and ends on July 31, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

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

This agreement covers yet to be defined civil engineering work associated with the City of Spokane public works projects. Work initiated under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed geotechnical work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

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

#### **4. COMPENSATION.**

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### **5. PAYMENT.**

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **6. REIMBURSABLES**

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents

shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Not included in this contract.
- E. **Meals:** Not included in this contract.
- F. **Lodging:** Not included in this contract.
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Not included in this contract.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

## 7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:	
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):	
<ul style="list-style-type: none"> <li>• Invoice Date and Invoice Number</li> <li>• ENGINEERING SERVICES DEPARTMENT</li> <li>• Project Coordinator:</li> <li>• (Please do not put name in the address portion of the invoice)</li> <li>• Department Contract No. OPR # _____</li> <li>• Contract Title: <b>ON-CALL GENERAL CIVIL ENGINEERING FOR 2021-2023 NON-FEDERAL AID PROJECTS</b></li> <li>• Period covered by the invoice</li> </ul>	

- Project Title = A Project is described as listed on the task assignment
- Employee's name and classification
- Employee's all-inclusive hourly rate and # of hours worked
- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided *[if needed]* (attach Sub-Consultant invoices as backup):
  - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  - Cumulative To-Date amount paid to all Sub-consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

## **8. TAXES, FEES AND LICENSES.**

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

## **9. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all official notices under this Agreement to:

<b>If to the City:</b>	<b>If to the Consultant:</b>
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	PARAMETRIX 835 North Post Street, Suite 201 Spokane, Washington 99201-2126

## **11. SOCIAL EQUITY REQUIREMENTS.**

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

## **12. INDEMNIFICATION.**

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant 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.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

## **13. INSURANCE.**

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide

that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **14. 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.

#### **15. AUDIT.**

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

#### **16. INDEPENDENT CONSULTANT.**

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not

liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **17. KEY PERSONS.**

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

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. CITY ETHICS CODE.**

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



in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

## **20. NO CONFLICT OF INTEREST.**

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

## **21. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **22. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license

to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

### **23. CONFIDENTIALITY.**

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

### **24. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### **25. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **26. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **27. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility

under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**PARAMETRIX**

**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:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Scope of Services

21-137

## EXHIBIT A

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

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. 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)

## **EXHIBIT B**

NADINE WOODWARD  
MAYOR



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

**2021-2023 RFQ –GENERAL CIVIL ENGINEERING  
DESIGN FOR NON-FEDERAL AID PROJECTS  
REQUEST FOR QUALIFICATIONS  
City of Spokane, Washington**

**DESCRIPTION:** GENERAL CIVIL ENGINEERING FOR 2021-2023 NON-FEDERAL AID PROJECTS

**DUE DATE:** WEDNESDAY, JULY 7, 2021  
No later than 1:00 p.m.

**DELIVERY:** via email to: [dbuller@spokanecity.org](mailto:dbuller@spokanecity.org)



## **1. INTRODUCTION**

### **1.1 BACKGROUND AND PURPOSE**

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in civil engineering design.

### **1.2 FUNDING**

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

### **1.3 PERIOD OF PERFORMANCE**

The period of performance of the on-call contract resulting from this RFQ is tentatively scheduled to begin on or about August 9, 2021 and to end on July 31, 2023 with an optional 1 year renewal to July 31, 2023.

### **1.4 DEFINITIONS**

Definitions for the purposes of this RFQ include:

**City** – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

**Firm or Consultant** – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

**Proposal** – A formal offer or statement of qualifications submitted in response to this solicitation.

**Proposer** -- Individual or company submitting a Proposal in order to attain a contract with the City.

**Request for Qualifications (RFQ)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

### **1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES**

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

### **1.6 ADDENDA**

Addenda will be emailed.

## 2. SCOPE OF SERVICES

The scope of services will include civil design and associated activities (potentially including construction administration) of City of Spokane public works projects. Typical tasks/project components could include:

- Civil engineering design
  - Surveying associated with the project design
  - Hiring/managing subconsultants for the project design
  - Bid phase assistance associated with the project design
  - Construction staking associated with the project design
  - Construction administration associated with the project design

The City expects to assign a particular public works design to the consultant and the consultant would complete some or all of the above (or related) tasks. If more efficient, the City may perform some of the above tasks on a given project. For example, the City may elect to do the surveying and/or construction administration on a given project. The type of projects the City envisions assigning under this agreement are water (water main, pump station, etc.), sewer (sewer main, lift station, etc.) and/or street projects with a construction value in the range of \$1M - \$5M.

Individual project fees will be negotiated for each project. Total expenditures over the two-year (or three year, if extended) life of the agreement shall not exceed a total of \$600,000.

Currently the City has identified the first project to be assigned under this contract to be an North-South Corridor related regrading of the Wellesley/Market intersection. The City does not guarantee that this project or any project will be awarded to the Firm selected as a result of this RFQ.

## 3. GENERAL INFORMATION

### 3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Dan Buller
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6391
E-Mail Address	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

### 3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

	Expected Dates
Issue Request for Qualifications	Week of 6-14-21
Proposals due	7-7-21
Evaluate Proposals	Week of 7-12-21
Conduct oral interviews with finalists, if required	Week of 7-12-21
Announce selection, negotiate contract	Week of 7-19-21
City Council approval of contract	Weeks of 7-26-21 & 8-2-21
Contract signatures	Week of 8-2-21

The City reserves the right to revise the above schedule.

### 3.3 SUBMISSION OF PROPOSALS

**Proposals shall be submitted via email to [dbuller@spokanecity.org](mailto:dbuller@spokanecity.org).** The email shall include subject line “SOQ – 2021-2023 General Civil Engineering Non-Fed Aid”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email [dbuller@spokanecity.org](mailto:dbuller@spokanecity.org), and an FTP link will be provided.

### 3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

### 3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

### **3.6 ACCEPTANCE PERIOD**

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

### **3.7 RESPONSIVENESS**

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

### **3.8 COSTS TO PROPOSE**

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ

### **3.9 NO OBLIGATION TO CONTRACT**

This RFQ does not obligate the City to contract for services specified herein.

### **3.10 REJECTION OF PROPOSALS**

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

## **4. PROPOSAL CONTENTS**

### **4.1 PREPARATION OF PROPOSAL**

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

### **4.2 LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

#### **4.3 PROPOSAL (QUALIFICATION STATEMENT)**

Proposers shall limit their Proposal response to a maximum of 6 pages excluding “letter of submittal,” résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas in design of public works projects of the type described in section 2 above.
2. A staffing plan listing:
  - a) personnel who will be responsible for carrying out the work.
  - b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided,

shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.

4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

## **5. EVALUATION**

### **5.1 EVALUATION PROCEDURE**

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

### **5.2 EVALUATION WEIGHTING AND SCORING**

The following weighting will be assigned to the Proposal for evaluation purposes:

Qualifications of key personnel	33%
Expertise and approach to various tasks described in Scope of Services	33%
Past performance/references relevant to areas itemized above on similar projects	34%

### **5.3 AWARD OF CONTRACT**

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors and subject to negotiation of fair and reasonable compensation. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

## **5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

## **6. CONTRACT TERMS**

### **6.1 BUSINESS REGISTRATION REQUIREMENT**

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

### **6.2 ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

### **6.3 DISPUTES**

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

### **6.4 TERMINATION**

For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **6.5. NONDISCRIMINATION**

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

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

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm 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.

## **6.7 PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **6.8 LIABILITY**

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

## **6.9 INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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

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

#### **6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

#### **6.11 DEBARRED OR SUSPENDED PARTY**

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

#### **6.12 MAINTENANCE OF RECORDS**

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

#### **6.13 SINGLE AUDIT REQUIREMENTS**

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

#### **6.14 AMERICANS WITH DISABILITIES ACT INFORMATION**

This material can be made available in an alternate format by emailing Dan Buller at [dbuller@spokanecity.org](mailto:dbuller@spokanecity.org) or by calling 625-6700.

## **6.15 FEDERAL FUNDING NONDISCRIMINATION**

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2021

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> AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549  License#: 6003745 PARAINC-01	<b>CONTACT</b> NAME: Jennifer Aguirre PHONE (A/C, No, Ext): (510) 465-3090 FAX (A/C, No): E-MAIL ADDRESS: DesignProCerts@AssuredPartners.com														
<b>INSURED</b> Parametrix, Inc. 1019 39th Ave. SE Suite 100 Puyallup, WA 98374 (253) 604-6600	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Fire Insurance Co of Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER C: American Casualty Company of Reading PA</td> <td style="text-align: center;">20427</td> </tr> <tr> <td>INSURER D: XL Specialty Insurance Co.</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER E: Valley Forge Insurance Company</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER F: Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Fire Insurance Co of Hartford	20478	INSURER B: Continental Insurance Company	35289	INSURER C: American Casualty Company of Reading PA	20427	INSURER D: XL Specialty Insurance Co.	37885	INSURER E: Valley Forge Insurance Company	20508	INSURER F: Continental Casualty Company	20443
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**COVERAGES**
**CERTIFICATE NUMBER:** 694877221

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: WA Stop Gap/EL	Y	Y	6050531366	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
E	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6050531352	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	6050531433	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C F	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	6050531383 6050531402	11/1/2020 11/1/2020	11/1/2021 11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made Pollution Liability Included		Y	DPR9967689	11/1/2020	11/1/2021	Per Claim \$1,000,000 Annual Aggregate \$1,000,000 Retroactive Date: 01/01/1969

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

Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability/Employers Liability.  
 Project Name: General Civil Engineering for 2021-2023 Non-Federal Aid Projects --

City of Spokane, its officers and employees are named as Additional Insured on General Liability and Auto Liability, per policy forms, with respect to the operations of the Named Insured as required by written contract or agreement.

**CERTIFICATE HOLDER**
**CANCELLATION** 30 Days Notice of Cancellation

City of Spokane Attn: Dan Buller 808 W Spokane Falls Blvd. Spokane WA 99201-3316	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I.** The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A.** unless paragraph **B.** below applies,
- 1.** **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
  - 2.** **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
    - a.** the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
    - b.** this **coverage part** provides such coverage.
- B.** **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
- 1.** this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
  - 2.** the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A.** coverage broader than required by the **written contract**; or
- B.** a higher limit of insurance than required by the **written contract**.
- III.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
- 1.** the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2.** supervisory, inspection, architectural or engineering activities; or
- B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV.** Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

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**Blanket Additional Insured - Owners, Lessees or  
Contractors - with Products-Completed  
Operations Coverage Endorsement**

**contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

**V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:**

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT

**Waiver of Transfer of Rights of Recovery Against  
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

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

SCHEDULE
<b>Name Of Person Or Organization:</b>
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75008XX (1-15)

Page 1 of 1

Nat'l Fire Ins Co of Hartford

Insured Name: PARAMETRIX, INC.

Policy No: 6050531366

Endorsement No: 7



CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.





**C. Fellow Employee**

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to **Section III. Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the **auto's** actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An **auto** owned by that "executive officer" or a member of that person's household; or
  - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

**E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V. paragraph C.** is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



**Workers Compensation And Employers Liability Insurance  
Policy Endorsement**

**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 6 50531383 Policy

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,  
Chicago, IL 60606

## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** PARAMETRIX INC**Business name:** PARAMETRIX, INC.**Entity type:** [Profit Corporation](#)**UBI #:** 600-135-349**Business ID:** 001**Location ID:** 0006**Location:** Active**Location address:** 835 N. POST STREET, SUITE 201  
BLDG 201  
SPOKANE WA 99201**Mailing address:** PARAMETRIX INC  
1019 39TH AVE SE SUITE 100  
PUYALLUP WA 98374**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Spokane General Business</a>				Active	Apr-30-2022	Dec-18-2018

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

Governing people	Title
MOEINI, HOLLI	
PEACOCK, JEFFREY	

## Registered Trade Names

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

Registered trade names	Status	First issued
PARAMETRIX INC	Active	Dec-18-2018
PARAMETRIX, INC.	Active	Sep-16-1986

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/19/2021 4:01:09 PM

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**PARAMETRIX**  
**(Spokane and CdA Office)**  
**2021 FEE SCHEDULE (Updated April 2021)**

	<u>Hourly Rate</u>
Principal/Project Manager .....	\$180.00
Operations/Project Manager .....	\$160.00
Senior Engineer .....	\$155.00
Landscape Architect .....	\$150.00
Senior Land Planner .....	\$150.00
Survey Manager .....	\$150.00
Senior/Project Surveyor .....	\$140.00
Project Engineer III .....	\$120.00
Designer IV .....	\$120.00
Construction Manager .....	\$120.00
Project Engineer II .....	\$110.00
Designer II/Construction Engineer.....	\$105.00
Project Engineer I .....	\$100.00
Survey Senior Technician .....	\$ 90.00
Landscape Designer .....	\$ 90.00
Field Surveyor .....	\$ 90.00
Inspector .....	\$ 90.00
Administrative Assistant .....	\$ 70.00
Survey Equipment .....	\$ 20.00
Expert Witness.....	\$200.00

\*Expenses are considered extra.





**Agenda Sheet for City Council Meeting of:**  
08/16/2021

<b><u>Date Rec'd</u></b>	7/19/2021
<b><u>Clerk's File #</u></b>	OPR 2021-0528
<b><u>Renews #</u></b>	
<b><u>Cross Ref #</u></b>	
<b><u>Project #</u></b>	2021090
<b><u>Bid #</u></b>	
<b><u>Requisition #</u></b>	MASTER
<b><u>Agenda Item Name</u></b>	0370 - HDR ENGINEERING, INC. ON-CALL SERVICES CONTRACT 2021 - 2023

**Agenda Wording**

Consultant Agreement with HDR Engineering, Inc., (Spokane, WA) for On-Call Civil Engineering Services for 2021-2023 Projects - Non-Federal for an amount not to exceed \$400,000.00. (Various Neighborhood Councils)

**Summary (Background)**

This Consultant Agreement for Coffman Engineers On-Call Services is for a period of two years with an additional one year option to extend. Task Assignments shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense	\$ \$400,000.00	# VARIOUS
Select	\$	#
Select	\$	#
Select	\$	#

**Budget Account**

**Approvals**

<b><u>Dept Head</u></b>	TWOHIG, KYLE
<b><u>Division Director</u></b>	FEIST, MARLENE
<b><u>Finance</u></b>	ORLOB, KIMBERLY
<b><u>Legal</u></b>	ODLE, MARI
<b><u>For the Mayor</u></b>	ORMSBY, MICHAEL

**Council Notifications**

<b><u>Study Session\Other</u></b>	PIES 7/26
<b><u>Council Sponsor</u></b>	Beggs

**Distribution List**

<b><u>Additional Approvals</u></b>	kgoodman@spokanecity.org
<b><u>Purchasing</u></b>	jgraff@spokanecity.org
	aduffey@spokanecity.org
	dbuller@spokanecity.org

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	On-Call Engineering Consultants
<b>Date:</b>	July 26, 2021
<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>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<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)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Informational - background information for committee review
<p><b>Background/History:</b> Engineering Services will occasionally send projects out to consulting engineers for design services when expertise or capacity do not allow the project to be designed in house. Engineering Services will manage the design consultant to ensure the project meets the City's standards.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>• A request for qualifications was advertised earlier this month for general engineering design services.</li> <li>• A review committee ranked the firms by qualifications. Two firms have been selected, Parametrix and HDR. Each proposed contract will be for approximately \$500,000 over a two year period.</li> <li>• Costs incurred under the proposed contracts will be paid as part of each public works project for which the consultant is used.</li> </ul>	
<p><b>Budget Impact:</b></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" 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><b>Operations Impact:</b></p> <p>Consistent with current operations/policy? <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: ON-CALL GENERAL CIVIL ENGINEERING  
FOR 2021-2023 NON-FEDERAL AID PROJECTS**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **HDR ENGINEERING, INC.**, whose address is 835 North Post Street, Suite 101 Spokane, Washington 99201-2126 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **ON-CALL GENERAL CIVIL ENGINEERING FOR 2021-2023 NON-FEDERAL AID PROJECTS** for the City; and*

*WHEREAS, the Consultant was selected through a Request for Qualifications issued by the City.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on August 16, 2021, and ends on July 31, 2023, unless amended by written agreement or terminated earlier under the provisions. The contract may be renewed for one (1) additional one-year contract period, subject to mutual agreement.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

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

This agreement covers yet to be defined civil engineering work associated with the City of Spokane public works projects. Work initiated under this agreement shall occur as follows:

1. City personnel contact Consultant and describe overall project and needed geotechnical work.
2. Consultant responds to City contact in writing with a proposed scope of work and budget.
3. City personnel review and approve (or request revisions to) scope of work and budget. Once approved, a brief document referencing the Consultant prepared scope of work and budget.
4. Task assignment is signed and dated by Consultant, City project manager and City Engineering Services Director.
5. Work begins

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

#### **4. COMPENSATION.**

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00)**, excluding tax, if applicable, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### **5. PAYMENT.**

The Company shall submit its applications for payment to City of Spokane, Engineering Services Department, 808 West Spokane Falls Blvd., Spokane, WA 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### **6. REIMBURSABLES**

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

- A. City will reimburse the Consultant at actual cost for expenditures that are pre-approved by the City in writing and are necessary and directly applicable to the work required by this Contract provided that similar direct project costs related to the contracts of other clients are consistently accounted for in a like manner. Such direct project costs may not be charged as part of overhead expenses or include a markup. Other direct charges may include, but are not limited to the following types of items: travel, printing, cell phone, supplies, materials, computer charges, and fees of subconsultants.
- B. The billing for third party direct expenses specifically identifiable with this project shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, subconsultant paid invoices, and other supporting documents used by the Consultant to generate invoice(s) to the City. The original supporting documents

shall be available to the City for inspection upon request. All charges must be necessary for the services provided under this Contract.

- C. The City will reimburse the actual cost for travel expenses incurred as evidenced by copies of receipts (excluding meals) supporting such travel expenses, and in accordance with the City of Spokane Travel Policy, details of which can be provided upon request.
- D. **Airfare:** Not included in this contract.
- E. **Meals:** Not included in this contract.
- F. **Lodging:** Not included in this contract.
- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Not included in this contract.
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g. printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a mark up. Receipts are required for all miscellaneous expenses that are billed.

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

## 7. PAYMENT PROCEDURES.

The Consultant may submit invoices to the City as frequently as once per month during progress of work, for partial payment for work completed to date. Payment shall be made by the City to the Consultant upon the City's receipt of an invoice containing the information listed below.

Invoices shall be submitted to:	
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	
Invoices under this Contract shall clearly display the following information (sub-consultants' invoices shall also include this information):	
<ul style="list-style-type: none"> <li>• Invoice Date and Invoice Number</li> <li>• ENGINEERING SERVICES DEPARTMENT</li> <li>• Project Coordinator:</li> <li>• (Please do not put name in the address portion of the invoice)</li> <li>• Department Contract No. OPR # _____</li> <li>• Contract Title: <b>ON-CALL GENERAL CIVIL ENGINEERING FOR 2021-2023 NON-FEDERAL AID PROJECTS</b></li> <li>• Period covered by the invoice</li> </ul>	

- Project Title = A Project is described as listed on the task assignment
- Employee's name and classification
- Employee's all-inclusive hourly rate and # of hours worked
- Total labor costs per Project
- Itemization of direct, non-salary costs (per Project, if so allocated)
- The following Sub-Consultant payment information will be provided *[if needed]* (attach Sub-Consultant invoices as backup):
  - Amount Paid to all Sub-Consultants for the invoice period (list separate totals for each Sub-Consultant).
  - Cumulative To-Date amount paid to all Sub-consultants (list separate totals for each Sub-Consultant).
- Cumulative costs per Project and for the total Agreement

## **8. TAXES, FEES AND LICENSES.**

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

## **9. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **10. ADDRESSES FOR NOTICES AND DELIVERABLE MATERIALS.**

Deliver all official notices under this Agreement to:

<b>If to the City:</b>	<b>If to the Consultant:</b>
CITY OF SPOKANE ENGINEERING SERVICES DEPARTMENT 2nd Floor – City Hall 808 West Spokane Falls Boulevard Spokane, WA 99201	HDR ENGINEERING, INC. 835 North Post Street, Suite 101 Spokane, Washington 99201-2126

## **11. SOCIAL EQUITY REQUIREMENTS.**

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

## **12. INDEMNIFICATION.**

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant 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.

The parties agree that the City is fully responsible for its own negligence, including negligent plant operations controlled by the City, and for its material breaches of this Contract. It is not the intent of this Section to limit this understanding.

## **13. INSURANCE.**

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

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

B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide

that the City, its officers and employees are additional insureds but only with respect to the Consultant's services to be provided under this Agreement; and

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

#### **14. 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.

#### **15. AUDIT.**

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

#### **16. INDEPENDENT CONSULTANT.**

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not



liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **17. KEY PERSONS.**

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

#### **18. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **19. CITY ETHICS CODE.**

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

in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

## **20. NO CONFLICT OF INTEREST.**

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

## **21. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

## **22. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable, non-exclusive right and/or license

to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

### **23. CONFIDENTIALITY.**

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

### **24. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

### **25. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be

given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **26. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **27. MISCELLANEOUS PROVISIONS.**

- A. Amendments: No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the parties hereto.
- B. Binding Agreement: This Agreement shall not be binding until signed by both parties. The provisions, covenants and conditions in this Agreement shall bind the parties, their legal heirs, representatives, successors and assigns.
- C. Americans with Disabilities Act (ADA): Specific attention by the designer is required in association with the Americans with Disabilities Act (ADA) 42 U.S.C. 12101-12213 and 47 U.S.C. 225 and 611, its requirements, regulations, standards and guidelines, which were updated in 2010 and are effective and mandatory for all State and local government facilities and places of public accommodation for construction projects including alteration of existing facilities, as of March 15, 2012. The City advises that the requirements for accessibility

under the ADA, may contain provisions that differ substantively from accessibility provisions in applicable State and City codes, and if the provisions of the ADA impose a greater or equal protection for the rights of individuals with disabilities or individuals associated with them than the adopted local codes, the ADA prevail unless approval for an exception is obtained by a formal documented process. Where local codes provide exceptions from accessibility requirements that differ from the ADA Standards; such exceptions may not be permitted for publicly owned facilities subject to Title II requirements unless the same exception exists in the Title II regulations. It is the responsibility of the designer to determine the code provisions.

- D. The Consultant, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Consultant shall comply with the requirements of this Section.
- E. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in the Superior Court of Spokane County.
- F. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy of law or in equity.
- G. Captions: The titles of sections or subsections are for convenience only and do not define or limit the contents.
- H. Severability: If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- I. Waiver: No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Consultant after the time the same shall have become due nor payment to the Consultant for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- J. Additional Provisions: This Agreement may be modified by additional terms and conditions ("Special Conditions") which shall be attached to this Agreement as an Exhibit. The parties agree that the Special Conditions shall supplement the terms and conditions of the Agreement, and in the event of ambiguity or conflict with the terms and conditions of the Agreement, these Special Conditions shall govern.
- K. Entire Agreement: This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Consultant. If conflict occurs between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford the City the maximum benefits.
- L. Negotiated Agreement: The parties acknowledge this is a negotiated agreement, that they have had this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship.
- M. No personal liability: No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

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

**HDR ENGINEERING, 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:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Scope of Services

21-136

## EXHIBIT A

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

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

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

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. 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)

## EXHIBIT B



NADINE WOODWARD  
MAYOR



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

**2021-2023 RFQ –GENERAL CIVIL ENGINEERING  
DESIGN FOR NON-FEDERAL AID PROJECTS  
REQUEST FOR QUALIFICATIONS  
City of Spokane, Washington**

**DESCRIPTION:** GENERAL CIVIL ENGINEERING FOR 2021-2023 NON-FEDERAL AID PROJECTS

**DUE DATE:** WEDNESDAY, JULY 7, 2021  
No later than 1:00 p.m.

**DELIVERY:** via email to: [dbuller@spokanecity.org](mailto:dbuller@spokanecity.org)

## **1. INTRODUCTION**

### **1.1 BACKGROUND AND PURPOSE**

The City of Spokane, through its Department of Engineering Services (hereinafter “City”) is initiating this Request for Qualifications (RFQ) to solicit Proposals from Firms with expertise in civil engineering design.

### **1.2 FUNDING**

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

A portion of the funding for this project may come from state or federal sources. Where applicable, the contract awarded as a result of this procurement will incorporate the requirements of state or federal funding programs.

### **1.3 PERIOD OF PERFORMANCE**

The period of performance of the on-call contract resulting from this RFQ is tentatively scheduled to begin on or about August 9, 2021 and to end on July 31, 2023 with an optional 1 year renewal to July 31, 2023.

### **1.4 DEFINITIONS**

Definitions for the purposes of this RFQ include:

**City** – The City of Spokane, a Washington State municipal corporation, that is issuing this RFQ.

**Firm or Consultant** – Individual or company whose Proposal has been accepted by the City and is awarded a fully executed, written contract.

**Proposal** – A formal offer or statement of qualifications submitted in response to this solicitation.

**Proposer** -- Individual or company submitting a Proposal in order to attain a contract with the City.

**Request for Qualifications (RFQ)** – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFQ is to permit the consultant community to provide qualifications for evaluation.

### **1.5 CONTRACTING WITH CURRENT OR FORMER CITY EMPLOYEES**

Specific restrictions apply to contracting with current or former City officers and employees pursuant to the Code of Ethics in chapter 1.04 of the Spokane Municipal Code. Proposers should familiarize themselves with the requirements prior to submitting a Proposal that includes current or former City officers or employees.

### **1.6 ADDENDA**

Addenda will be emailed.

## 2. SCOPE OF SERVICES

The scope of services will include civil design and associated activities (potentially including construction administration) of City of Spokane public works projects. Typical tasks/project components could include:

- Civil engineering design
  - Surveying associated with the project design
  - Hiring/managing subconsultants for the project design
  - Bid phase assistance associated with the project design
  - Construction staking associated with the project design
  - Construction administration associated with the project design

The City expects to assign a particular public works design to the consultant and the consultant would complete some or all of the above (or related) tasks. If more efficient, the City may perform some of the above tasks on a given project. For example, the City may elect to do the surveying and/or construction administration on a given project. The type of projects the City envisions assigning under this agreement are water (water main, pump station, etc.), sewer (sewer main, lift station, etc.) and/or street projects with a construction value in the range of \$1M - \$5M.

Individual project fees will be negotiated for each project. Total expenditures over the two-year (or three year, if extended) life of the agreement shall not exceed a total of \$600,000.

Currently the City has identified the first project to be assigned under this contract to be an North-South Corridor related regrading of the Wellesley/Market intersection. The City does not guarantee that this project or any project will be awarded to the Firm selected as a result of this RFQ.

## 3. GENERAL INFORMATION

### 3.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the City for this procurement. All communication between the Proposer and the City upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Dan Buller
Address	808 W. Spokane Falls Blvd., Spokane, WA 99201
Phone Number	509-625-6391
E-Mail Address	<a href="mailto:dbuller@spokanecity.org">dbuller@spokanecity.org</a>

Any other communication will be considered unofficial and non-binding on the City. Firms are to rely on written statements issued by Addendum. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Firm.

### 3.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

	Expected Dates
Issue Request for Qualifications	Week of 6-14-21
Proposals due	7-7-21
Evaluate Proposals	Week of 7-12-21
Conduct oral interviews with finalists, if required	Week of 7-12-21
Announce selection, negotiate contract	Week of 7-19-21
City Council approval of contract	Weeks of 7-26-21 & 8-2-21
Contract signatures	Week of 8-2-21

The City reserves the right to revise the above schedule.

### 3.3 SUBMISSION OF PROPOSALS

**Proposals shall be submitted via email to [dbuller@spokanecity.org](mailto:dbuller@spokanecity.org).** The email shall include subject line “SOQ – 2021-2023 General Civil Engineering Non-Fed Aid”.

Proposals shall be submitted in pdf format. The entire submittal shall consist of not more than three pdf files (and, ideally, a single pdf file). Note that the City email server will not accept files larger than 10 MB, so files should be configured accordingly. If your submittal is such that you need an FTP link, please email [dbuller@spokanecity.org](mailto:dbuller@spokanecity.org), and an FTP link will be provided.

### 3.4 PROPRIETARY INFORMATION / PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the City.

All received Proposals shall remain confidential until the award of contract. Thereafter, the Proposals shall be deemed public records as defined in RCW 42.56, “Public Records.”

Any information in the Proposal that the Proposer desires to claim as proprietary and thus exempt from disclosure under the provisions of existing state law shall be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word “Confidential” printed on it. Marking the entire Proposal exempt from disclosure will not be honored.

The City will consider a Proposer’s request for exemption from disclosure; however, the City will make a decision predicated upon state law and regulations. If any information is marked as proprietary in the Proposal, it will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the RFQ Coordinator.

### 3.5 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ or provide any other pertinent information, such revision will be emailed to you.

The City also reserves the right to cancel or reissue the RFQ in whole or in part prior to final award of a contract.

### **3.6 ACCEPTANCE PERIOD**

Proposals shall remain in effect for sixty (60) days for acceptance by the City from the due date for receipt of Proposals.

### **3.7 RESPONSIVENESS**

The Proposer is specifically notified that failure to comply with any part of the RFQ may result in rejection of the Proposal as non-responsive.

The City also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

### **3.8 COSTS TO PROPOSE**

The City will not be liable for any costs incurred by the Proposer in preparation of a Proposal submitted in response to this RFQ, in conduct of a presentation, or any other activities related to responding to this RFQ

### **3.9 NO OBLIGATION TO CONTRACT**

This RFQ does not obligate the City to contract for services specified herein.

### **3.10 REJECTION OF PROPOSALS**

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty and to not issue a contract as a result of this RFQ.

## **4. PROPOSAL CONTENTS**

### **4.1 PREPARATION OF PROPOSAL**

Proposals shall be submitted via email. The major sections of the Proposal are to be submitted in the order noted below:

1. Letter of Submittal.
2. Qualifications Statement.

Proposals shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the Proposal but should assist the Proposer in preparing a thorough response.

### **4.2 LETTER OF SUBMITTAL**

The Letter of Submittal shall be signed (electronic signatures are acceptable) and dated by a person authorized to legally bind the Firm to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include the following information about the Firm and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/email address of legal entity or individual with whom contract would be written.
2. Legal status of the Firm (sole proprietorship, partnership, corporation, etc.).
3. Location of the facility from which the Firm would operate.
4. Identify any current or former City employees employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.
5. Acknowledgement that the Firm will comply with all terms and conditions set forth in the Request for Qualifications unless otherwise agreed by the City.
6. Acknowledgement that the Firm certifies that it has not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs under Executive Order 12549, Title 31 U.S. Code 6101 Note, Executive Order 12549, Executive Order 12689, Title 48 Codified Federal Regulation 9.404, "Debarment and Suspension". Further Acknowledge that Firm will not contract with a subcontractor that is likewise debarred, suspended, ineligible for, or otherwise excluded, as referenced in the foregoing Executive Orders, U.S. Codes and Codified Federal Regulations; and the Firm agrees to comply with City requirements to follow cost principles outlined in 2 CFR 200, Subpart E – Cost Principles for financial disbursements under its Grant Agreement. The Firm also agrees to comply with audit requirements outlined in 2 CFR 200 Subpart F – Audit Requirements”.

#### **4.3 PROPOSAL (QUALIFICATION STATEMENT)**

Proposers shall limit their Proposal response to a maximum of 6 pages excluding “letter of submittal,” résumés and reference letters. The Firm's Proposal response to the RFQ shall include at a minimum the following items:

1. A description of the Firm's qualifications/experience in the areas in design of public works projects of the type described in section 2 above.
2. A staffing plan listing:
  - a) personnel who will be responsible for carrying out the work.
  - b) a description of qualifications, skills (e.g., brief résumés), and responsibilities for each project participant.
3. References of at least three current/former clients (if City staff are listed, they shall be in addition to these three) for whom the Firm performed similar services on similar projects to those described herein. Identify contact persons and email addresses and phone numbers. The Firm grants permission to the City to contact the references. City staff references, if provided,

shall be above and beyond the three references noted above. The City may evaluate references at the City's discretion.

4. Include a list of contracts the Firm has had during the last two (2) years that relate to the Firm's ability to perform the services needed under this RFQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/email addresses. The Firm grants permission to the City to contact the references.
5. If the Firm has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance, and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Submit full details of the terms for default, including the other party's name, address, and phone number. Present the Firm's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Proposal on the grounds of the past experience. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

## **5. EVALUATION**

### **5.1 EVALUATION PROCEDURE**

Responsive Proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of Proposals shall be accomplished by an evaluation team, to be designated by the City, which will determine the ranking of the Proposals.

The RFQ Coordinator may contact the Firm for clarification of any portion of the Firm's Proposal.

### **5.2 EVALUATION WEIGHTING AND SCORING**

The following weighting will be assigned to the Proposal for evaluation purposes:

Qualifications of key personnel	33%
Expertise and approach to various tasks described in Scope of Services	33%
Past performance/references relevant to areas itemized above on similar projects	34%

### **5.3 AWARD OF CONTRACT**

This RFQ does not obligate the City to award a contract.

Award of contract, when made, will be to the Proposer whose Proposal is the most favorable to the City, taking into consideration the evaluation factors and subject to negotiation of fair and reasonable compensation. The Proposer should be prepared to accept this RFQ for incorporation into a contract resulting from this RFQ. Contract negotiations may incorporate some or all of the Proposal.

## **5.4 DEBRIEFING OF UNSUCCESSFUL PROPOSERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Firm's Proposal. Comparisons between Proposals or evaluations of the other Proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

## **6. CONTRACT TERMS**

### **6.1 BUSINESS REGISTRATION REQUIREMENT**

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

### **6.2 ANTI-KICKBACK**

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract. Any litigation to enforce this contract or any of its provisions shall be brought in Spokane County, Washington.

### **6.3 DISPUTES**

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

### **6.4 TERMINATION**

For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.

For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than thirty (30) business days prior to the effective date of termination.



For Convenience: Either party may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.

Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

## **6.5. NONDISCRIMINATION**

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

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

A Certification form will accompany the contract to be signed confirming that, to the best of its knowledge and belief, Firm 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.

## **6.7 PAYMENT**

Payment will be made via direct deposit/ACH except as provided by state law. A completed ACH application is required before a City Order will be issued. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

## **6.8 LIABILITY**

The Firm shall indemnify, defend and hold harmless the City, its officers and employees from all claims, demands, or suits in law or equity arising from the Firm's negligence or breach or its obligations under the contract. The Firm's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. The Firm's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and the Firm, its officers and employees shall apply only to the extent of the negligence of the Firm, its officers and employees. The Firm's duty to indemnify shall survive termination or expiration of the contract. The Firm waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance.

## **6.9 INSURANCE COVERAGE**

During the term of the contract, the Firm shall maintain in force at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Firm's services to be provided under this contract; and
- C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
- D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least three (3) years after the contract is completed.

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

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

#### **6.10 CONFORMANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Federal, State and Local Laws: Services of a project as a result of the use of a Firm's services including the letting of subcontracts in connection with any project work related to this RFQ may be required to conform to the applicable requirements of Federal, State and local laws and ordinances. The City stipulates that Federal funds may be involved. Note requirements listed in Attachment "A" titled "Federal Grant Funded Guidelines" incorporated herein by reference.

#### **6.11 DEBARRED OR SUSPENDED PARTY**

The City will not make any award or permit any award or contract at any tier to any party which is debarred, suspended or in any way is excluded from procurement actions by any Federal, State or Local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

#### **6.12 MAINTENANCE OF RECORDS**

The Firm will maintain, for at least three (3) years after completion of this contract, all relevant records pertaining to the contract. The Firm shall make available to the City, Washington State Auditor, Federal Grantor Agency, Comptroller General of the United States or any of their duly authorized representatives, at any time during their normal operating hours, all records, books or pertinent information which the Firm shall have kept in conjunction with this Agreement and which the City may be required by law to include or make part of its auditing procedures, an audit trail or which may be required for the purpose of funding the services contracted for herein.

#### **6.13 SINGLE AUDIT REQUIREMENTS**

Any contract awarded as a result of this RFQ may include the agreement to annually audit any contracts with the City. Audits shall be performed in accordance with 2 CFR 200 Subpart F – Audit Requirements as appropriate and shall be received by the City within the 12 month period following the close of each fiscal year. Agencies not covered by federal single audit requirements may be responsible for an independent agency audit, which meets general accepted auditing standards.

#### **6.14 AMERICANS WITH DISABILITIES ACT INFORMATION**

This material can be made available in an alternate format by emailing Dan Buller at [dbuller@spokanecity.org](mailto:dbuller@spokanecity.org) or by calling 625-6700.

## **6.15 FEDERAL FUNDING NONDISCRIMINATION**

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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/14/2021

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> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C No. Ext):</b> 1-877-945-7378 <b>FAX (A/C No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<table border="1"> <thead> <tr> <th data-bbox="815 422 1430 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 422 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 453 1430 480"><b>INSURER A:</b> Liberty Mutual Fire Insurance Company</td> <td data-bbox="1437 453 1572 480">23035</td> </tr> <tr> <td data-bbox="815 480 1430 508"><b>INSURER B:</b> Ohio Casualty Insurance Company</td> <td data-bbox="1437 480 1572 508">24074</td> </tr> <tr> <td data-bbox="815 508 1430 535"><b>INSURER C:</b> Liberty Insurance Corporation</td> <td data-bbox="1437 508 1572 535">42404</td> </tr> <tr> <td data-bbox="815 535 1430 562"><b>INSURER D:</b></td> <td data-bbox="1437 535 1572 562"></td> </tr> <tr> <td data-bbox="815 562 1430 590"><b>INSURER E:</b></td> <td data-bbox="1437 562 1572 590"></td> </tr> <tr> <td data-bbox="815 590 1430 617"><b>INSURER F:</b></td> <td data-bbox="1437 590 1572 617"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Liberty Mutual Fire Insurance Company	23035	<b>INSURER B:</b> Ohio Casualty Insurance Company	24074	<b>INSURER C:</b> Liberty Insurance Corporation	42404	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

## COVERAGES

CERTIFICATE NUMBER: W21628595

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						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-444950-031	06/01/2021	06/01/2022	PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-041	06/01/2021	06/01/2022	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	EUO (22) 57919363	06/01/2021	06/01/2022	AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A	WA7-64D-444950-011	06/01/2021	06/01/2022	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

## CERTIFICATE HOLDER

## CANCELLATION

City of Spokane Attn: Dan Buller 808 West Spokane Falls Boulevard 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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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Re: City of Spokane General Civil Engineering for 2021-2023 Non-Federal Aid Products.

Additional Insureds: City, its officers and employees.

Employers Liability for the Monopolistic States of ND, OH, WA &amp; WY is provided in the Workers Compensation policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Location(s):**

**All locations owned by or rented to the Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**

**All construction projects not located at premises owned, leased or rented by a Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<b>Any person or organization with whom you have agreed, through written contract, agreement or permit to provide additional insured coverage.</b>	<b>Any location where you have agreed, through written contract, agreement or permit, to provide additional insured coverage</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contract or agreement is prohibited.	Any location where you have agreed, through written, contract, agreement or permit, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
As required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-041  
Issued by: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.



## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

<b>Name Of Person Or Organization: As required by written contract or agreement</b>
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by:Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-011  
\$

Effective Date 06/01/2021

Premium

Issued to:HDR Engineering, Inc.

Policy Number TB2-641-444950-031  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-041  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

## NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

### Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-011 Effective Date 06/01/2021

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.

## &lt; Business Lookup

## License Information:

[New search](#) [Back to results](#)**Entity name:** HDR ENGINEERING, INC.**Business name:** H D R ENGINEERING INC**Entity type:** [Profit Corporation](#)**UBI #:** 601-021-437**Business ID:** 001**Location ID:** 0014**Location:** Active**Location address:** 835 N POST ST  
STE 101  
SPOKANE WA 99201-2126**Mailing address:** 1917 S 67TH ST  
OMAHA NE 68106-2973**Excise tax and reseller permit status:** [Click here](#)**Secretary of State status:** [Click here](#)

## Endorsements

Endorsements held at this lo	License #	Count	Details	Status	Expiration da	First issuance
<a href="#">Quincy General Business - Non-Resident</a>				Active	Jun-30-2022	Sep-23-2019
<a href="#">Spokane General Business</a>	T12050150BU			Active	Jun-30-2022	Oct-15-2012

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

Governing people	Title
BERMAN, ROBERT	
CROCKETT, TIMOTHY	



## Governing people

## Title

DAVIES, ELISA

HEANEY, KATHLEEN

KEEN, ERIC L

## Registered Trade Names

### Registered trade names

### Status

### First issued

HDR ENGINEERING, INC.

Active

Feb-15-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 7/19/2021 4:02:55 PM

## Contact us

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**





HDR Engineering, INC

	<b>2021</b>	
Title	Rate Low	Rate High
EIT	\$ 95.00	\$ 145.00
Engineer	\$ 130.00	\$ 190.00
Senior Engineer 1	\$ 190.00	\$ 275.00
Senior Engineer 2	\$ 275.00	\$ 370.00
CAD/Designer 1	\$ 82.00	\$ 133.00
CAD/Designer 2	\$ 133.00	\$ 200.00
Project Controller/Assistant	\$ 82.00	\$ 140.00
Senior Project Controller/Assistant	\$ 140.00	\$ 185.00
Project Manager	\$ 160.00	\$ 230.00
Senior Project Manager	\$ 230.00	\$ 300.00
Managing Principal	\$ 265.00	\$ 388.00
Construction Manager	\$ 160.00	\$ 258.00
Senior Construction Manager	\$ 258.00	\$ 320.00
Construction Inspector	\$ 148.00	\$ 210.00

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

08/16/2021

**Date Rec'd**

8/3/2021

**Clerk's File #**

OPR 2021-0529

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

FLEET SERVICES

**Contact Name/Phone**

RICK GIDDINGS 710-5500

**Contact E-Mail**

RGIDDINGS@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

FLEET -CONTRACT FOR GREEN FLEET (EV &amp; BIO FUEL) IMPLEMENTATION DEV.

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

RFQ #5419-21

**Requisition #**

CR 22816

**Agenda Wording**

Council approval of Contract with Frontier Energy for the Green Fleet (EV & Biofuel) Implementation Development Plan - \$97,755 + tax.

**Summary (Background)**

On 6/14/21 the City received responses to RFP #5419-21 Green Fleet (EV & Biofuel) Implementation Plan Development. Eight (8) responses were received. An Evaluation Committee, consisting of members from multiple departments across the City, evaluated all responses. Frontier Energy's proposal was scored the highest. The contract will be for creating a plan that outlines the actions and steps required to comply with RCW 43.19.648 and any RCW's, WAC, Ordinances, or other documents related to RCW

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 106,553

# 5100-71700-48348-54201-99999

Select \$

#

Select \$

#

Select \$

#

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

GIDDINGS, RICHARD

**Study Session\Other**

PIES 8/2/21

**Division Director**

WALLACE, TONYA

**Council Sponsor**

CM Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

ODLE, MARI

tprince

**For the Mayor**

ORMSBY, MICHAEL

rgiddings

**Additional Approvals****Purchasing**

PRINCE, THEA



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

43.19.648. Under the contract, the City anticipates Frontier Energy will present a document that the City will ultimately adopt as its plan for transforming the City's Fleet to vehicles fueled by Electricity or Biofuel including related vehicle charging and fueling infrastructure.

<b>Fiscal Impact</b>		<b>Budget Account</b>
Select	\$	#
Select	\$	#

**Distribution List**


# Briefing Paper

## PUBLIC SAFETY & COMMUNITY HEALTH COMMITTEE

<b>Division &amp; Department:</b>	Finance
<b>Subject:</b>	Contract for Green Fleet (EV & Biofuel) Implementation Plan Development
<b>Date:</b>	8/2/2021
<b>Contact (email &amp; phone):</b>	Richard Giddings – (509) 710-5500, rgiddings@spokanecity.org
<b>City Council Sponsor:</b>	CM Lori Kinnear
<b>Executive Sponsor:</b>	Tonya Wallace
<b>Committee(s) Impacted:</b>	Public Infrastructure and Sustainability
<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)	RCW 43.19.648
<b>Strategic Initiative:</b>	Clean Sustainable Fleet
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones)	Council approval of Contract with Frontier Energy for the Green Fleet (EV & Biofuel) Implementation Development Plan.
<p><u>Background/History:</u> On 6/14/21 the City received responses to RFP #5419-21 Green Fleet (EV &amp; Biofuel) Implementation Plan Development. Eight (8) responses were received. An Evaluation Committee, consisting of members from multiple departments across the City, evaluated all responses. Frontier Energy's proposal was scored the highest. The contract will be for creating a plan that outlines the actions and steps required to comply with RCW 43.19.648 and any RCW's, WAC, Ordinances, or other documents related to RCW 43.19.648. Under the contract, the City anticipates Frontier Energy will present a document that the City will ultimately adopt as its plan for transforming the City's Fleet to vehicles fueled by Electricity or Biofuel including related vehicle charging and fueling infrastructure. The proposed cost is \$97,755 not including sales tax.</p>	
<p><u>Executive Summary:</u>          Fleet Services is seeking Council approval to enter into a contract with Frontier Energy for the Green Fleet (EV &amp; Biofuel) Implementation Plan Development. Under the terms of the contract, Frontier Energy will:</p> <ol style="list-style-type: none"> <li>1. Analyze the City's fleet including fuel type and consumption collecting data on all vehicles including age, mileage, class, and usage.</li> <li>2. Develop a replacement plan that completely replaces the fleet with electric or clean fuel vehicles, identifying timeframes, fuel type, and cost.</li> <li>3. Develop an alternative fuel and infrastructure plan also defining timeframes and costs.</li> <li>4. Identify funding strategies available to the city.</li> <li>5. The plan should identify goals and milestones.</li> </ol> <p>Funding for this contract is in the Fleet Services budget. Total cost is \$97,755 not including sales tax.</p>	
<p><u>Budget Impact:</u></p> <p>Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>If new, specify funding source: Department</p> <p>Other budget impacts: (revenue generating, match requirements, etc.)</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" 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 checked="" type="checkbox"/> No <input type="checkbox"/> N/A</p> <p>Specify changes required:</p> <p>Known challenges/barriers:</p>	

## Bid Response Summary

**Bid Number** RFP 5419-21  
**Bid Title** Green Fleet (EV and Bio-Fuel) Implementation Plan Development  
**Due Date** Monday, June 14, 2021 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Frontier Energy  
**Submitted By** Chris White - Monday, June 14, 2021 10:48:55 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 cwhite@frontierenergy.com 9168701431

### Comments

### Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer has read and acknowledges compliance with Terms and Conditions. If answer is "NO", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	YES
	3	Proposer has read and understands the Request for Proposals document.	YES
	4	Proposer acknowledges agreement with Paragraph 4.4 Award/Rejection of Proposal/Contract.	YES
	5	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES
	6	Proposer acknowledges that proprietary information must be on separate page(s) from Proposal document and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	YES
DOCUMENTS TO UPLOAD:			

1	<p>Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.</p> <p>FrontierEnergy_GreenFleet_Response.pdf</p>
2	<p>Upload Addenda documents if applicable and was not included in uploaded Proposal document. Combine documents as needed. Only one document can be uploaded in this line item.</p>
3	<p>Upload Proprietary information if applicable. Keep Proprietary information separate from Proposal document and clearly identify document as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements. Combine documents as needed. Only one document can be uploaded in this line item.</p>
4	<p>Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.</p>



**City of Spokane**

**CONSULTANT AGREEMENT**

**Title: Green Fleet (EV and Bio-Fuel)  
Implementation Plan Development**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **FRONTIER ENERGY, INC.**, whose address is 12949 Alcosta Boulevard, Suite 101, San Ramon, California 94583-1323, as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to conduct the Green Fleet (EV and Bio-Fuel) Implementation Plan Development; and*

*WHEREAS, the Consultant was selected through Request for Proposal 5419-21.*

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

**1. TERM OF AGREEMENT.**

The term of this Agreement begins on August 1, 2021, and ends on December 31, 2022, unless amended by written agreement or terminated earlier under the provisions.

**2. TIME OF BEGINNING AND COMPLETION.**

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

**3. SCOPE OF WORK.**

The General Scope of Work for this Agreement is described Consultant's Technical Proposal which is attached as Exhibit B and made a part of this Agreement. In the event of a conflict or discrepancy in the contract documents, the City Agreement controls.

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

#### 4. COMPENSATION.

Compensation under this time and materials Agreement shall not exceed **NINETY-SEVEN THOUSAND SEVEN HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$97,755.00)**, plus applicable tax, unless modified by a written amendment to this Agreement. This is the maximum amount to be paid under this Agreement for the work described in Section 3 above, and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Agreement.

#### 5. PAYMENT.

The Company shall submit its applications for payment to City of Spokane Fleet Services, 915 North Nelson Street, Spokane, Washington 99202. **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. If the City objects to all or any portion of the invoice, it shall notify the Company and pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

#### 6. REIMBURSABLES

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

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



is performed (*the current maximum allowed reimbursement amount can be provided upon request*). Receipts detailing each day / night lodging are required. The City will not reimburse for ancillary expenses charged to the room (e.g. movies, laundry, mini bar, refreshment center, fitness center, sundry items, etc.)

- G. **Vehicle mileage:** Vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the mileage expense is incurred. Please note: payment for mileage for long distances traveled will not be more than an equivalent trip round-trip airfare of a common carrier for a coach or economy class ticket.
- H. **Rental Car:** Rental car expenses will be reimbursed at the actual cost of the rental. Rental car receipts are required for all rental car expenses. The City will reimburse for a standard car of a mid-size class or less. The City will not reimburse for ancillary expenses charged to the car rental (e.g. GPS unit).
- I. **Miscellaneous Travel** (e.g. parking, rental car gas, taxi, shuttle, toll fees, ferry fees, etc.): Miscellaneous travel expenses will be reimbursed at the actual cost incurred. Receipts are required for each expense of \$10.00 or more.
- J. **Miscellaneous other business expenses** (e.g., printing, photo development, binding): Other miscellaneous business expenses will be reimbursed at the actual cost incurred and may not include a markup. Receipts are required for all miscellaneous expenses that are billed.

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

## **7. TAXES, FEES AND LICENSES.**

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

## **8. CITY OF SPOKANE BUSINESS LICENSE.**

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

## **9. SOCIAL EQUITY REQUIREMENTS.**

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

## **10. INDEMNIFICATION.**

The Consultant 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 Consultant's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Consultant 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 Consultant'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 Consultant, its agents or employees. The Consultant specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Consultant's own employees against the City and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Consultant recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

## **11. INSURANCE.**

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

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

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

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

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

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

## **12. 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.

## **13. AUDIT.**

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

## **14. INDEPENDENT CONSULTANT.**

A. The Consultant is an independent Consultant. This Agreement does not intend the Consultant to act as a City employee. The City has neither direct nor immediate control over the Consultant nor the right to control the manner or means by which the Consultant works. Neither the Consultant nor any Consultant employee shall be an employee of the City. This Agreement prohibits the Consultant to act as an agent or legal representative of the City. The Consultant is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation

pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Consultant shall pay all income and other taxes as due. The Consultant may perform work for other parties; the City is not the exclusive user of the services that the Consultant provides.

- B. If the City needs the Consultant to Work on City premises and/or with City equipment, the City may provide the necessary premises and equipment. Such premises and equipment are exclusively for the Work and not to be used for any other purpose.
- C. If the Consultant works on the City premises using City equipment, the Consultant remains an independent Consultant and not a City employee. The Consultant will notify the City Project Manager if s/he or any other Workers are within ninety (90) days of a consecutive 36-month placement on City property. If the City determines using City premises or equipment is unnecessary to complete the Work, the Consultant will be required to work from its own office space or in the field. The City may negotiate a reduction in Consultant fees or charge a rental fee based on the actual costs to the City, for City premises or equipment.

#### **15. KEY PERSONS.**

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

#### **16. ASSIGNMENT AND SUBCONTRACTING.**

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

#### **17. CITY ETHICS CODE.**

- A. Consultant shall promptly notify the City in writing of any person expected to be a Consultant Worker (including any Consultant employee, subconsultant, principal, or owner) and was a former City officer or employee within the past twelve (12) months.
- B. Consultant shall ensure compliance with the City Ethics Code by any Consultant Worker when the Work or matter related to the Work is performed by a Consultant Worker who has been a City officer or employee within the past two (2) years.
- C. Consultant shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any City employee, volunteer or official that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Consultant. Promotional items worth less than \$25 may be distributed by the Consultant to a City employee if the Consultant uses the items as routine and standard promotional materials. Any violation of this provision may cause

termination of this Agreement. Nothing in this Agreement prohibits donations to campaigns for election to City office, so long as the donation is disclosed as required by the election campaign disclosure laws of the City and of the State.

#### **18. NO CONFLICT OF INTEREST.**

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

#### **19. ERRORS AND OMISSIONS, CORRECTIONS.**

Consultant is responsible for professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Consultant under this Agreement in the delivery of a final work product. The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional engineers or Consultants performing the same or similar services at the time said services are performed. The Final Work Product is defined as a stamped, signed work product. Consultant, without additional compensation, shall correct or revise errors or mistakes in designs, drawings, specifications, and/or other consultant services immediately upon notification by the City. The obligation provided for in this Section regarding acts or omissions resulting from this Agreement survives Agreement termination or expiration.

#### **20. INTELLECTUAL PROPERTY RIGHTS.**

- A. Copyrights. The Consultant shall retain the copyright (including the right of reuse) to all materials and documents prepared by the Consultant for the Work, whether or not the Work is completed. The Consultant grants to the City a non-exclusive, irrevocable, unlimited, royalty-free license to use copy and distribute every document and all the materials prepared by the Consultant for the City under this Agreement. If requested by the City, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software program or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials developed solely for and paid for by the City to perform the Work, shall be promptly delivered to the City.
- B. Patents: The Consultant assigns to the City all rights in any invention, improvement, or discovery, with all related information, including but not limited to designs, specifications, data, patent rights and findings developed with the performance of the Agreement or any subcontract. Notwithstanding the above, the Consultant does not convey to the City, nor does the City obtain, any right to any document or material utilized by the Consultant created or produced separate from the Agreement or was pre-existing material (not already owned by the City), provided that the Consultant has identified in writing such material as pre-existing prior to commencement of the Work. If pre-existing materials are incorporated in the work, the Consultant grants the City an irrevocable,

non-exclusive right and/or license to use, execute, reproduce, display and transfer the pre-existing material, but only as an inseparable part of the work.

- C. The City may make and retain copies of such documents for its information and reference with their use on the project. The Consultant does not represent or warrant that such documents are suitable for reuse by the City or others, on extensions of the project or on any other project, and the City releases the Consultant from liability for any unauthorized reuse of such documents.

## **21. CONFIDENTIALITY/PUBLIC RECORDS.**

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

## **22. DISPUTES.**

Any dispute or misunderstanding that may arise under this Agreement, concerning the Consultant's performance, shall first be through negotiations, if possible, between the Consultant's Project Manager and the City's Project Manager. It shall be referred to the Director and the Consultant's senior executive(s). If such officials do not agree upon a decision within a reasonable period of time, either party may decline or discontinue such discussions and may then pursue the legal means to resolve such disputes, including but not limited to mediation, arbitration and/or alternative dispute resolution processes. Nothing in this dispute process shall mitigate the rights of the City to terminate the Agreement. Notwithstanding all of the above, if the City believes in good faith that some portion of the Work has not been completed satisfactorily, the City may require the Consultant to correct such work prior to the City payment. The City will provide to the Consultant an explanation of the concern and the remedy that the City expects. The City may withhold from any payment otherwise due, an amount that the City in good faith finds to be under dispute, or if the Consultant provides no sufficient remedy, the City may retain the amount equal to the cost to the City for otherwise correcting or remedying the work not properly completed. Waiver of any of these rights is not deemed a future waiver of any such right or remedy available at law, contract or equity.

## **23. TERMINATION.**

- A. For Cause: The City or Consultant may terminate the Agreement if the other party is in material breach of this Agreement, and such breach has not been corrected to the other party's reasonable satisfaction in a timely manner. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.
- B. For Reasons Beyond Control of Parties: Either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not

limited to, an act of nature, war or warlike operation, civil commotion, riot, labor dispute including strike, walkout or lockout, except labor disputes involving the Consultant's own employees, sabotage, or superior governmental regulation or control. Notice of termination under this Section shall be given by the party terminating this Agreement to the other, not fewer than sixty (60) business days prior to the effective date of termination.

- C. For Convenience: Either party may terminate this Agreement without cause, upon sixty (60) days written notice to the other party.
- D. Actions upon Termination: if termination occurs not the fault of the Consultant, the Consultant shall be paid for the services properly performed prior to the actual termination date, with any reimbursable expenses then due, but such compensation shall not exceed the maximum compensation to be paid under the Agreement. The Consultant agrees this payment shall fully and adequately compensate the Consultant and all subconsultants for all profits, costs, expenses, losses, liabilities, damages, taxes and charges of any kind (whether foreseen or unforeseen) attributable to the termination of this Agreement.
- E. Upon termination, the Consultant shall provide the City with the most current design documents, contract documents, writings and other products the Consultant has produced to termination, along with copies of all project-related correspondence and similar items. The City shall have the same rights to use these materials as if termination had not occurred; provided however, that the City shall indemnify and hold the Consultant harmless from any claims, losses, or damages to the extent caused by modifications made by the City to the Consultant's work product.

#### **24. EXPANSION FOR NEW WORK.**

This Agreement scope may be expanded for new work. Any expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with all the following limitations and requirements: (a) the New Work is not reasonable to solicit separately; (b) the New Work is for reasonable purpose; (c) the New Work was not reasonably known either the City or Consultant at time of contract or else was mentioned as a possibility in the solicitation (such as future phases of work, or a change in law); (d) the New Work is not significant enough to be reasonably regarded as an independent body of work; (e) the New Work would not have attracted a different field of competition; and (f) the change does not vary the essential identified or main purposes of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not New Work subject to these limitations, such as additional phases of Work anticipated at the time of solicitation, time extensions, Work Orders issued on an On-Call contract, and similar. New Work must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

## **25. MISCELLANEOUS PROVISIONS.**

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



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

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

**FRONTIER ENERGY, 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:** Exhibit A – Certificate Regarding Debarment  
Exhibit B – Consultant's Technical Proposal

21-152

**EXHIBIT A**

**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)

## EXHIBIT B



## PROPOSAL

### Green Fleet (EV and Bio-Fuel) Implementation Plan Development

RFP 5419-21

June 14, 2021

Prepared for



FRONTIER ENERGY, INC.  
12949 Alcosta Blvd., Suite 101  
San Ramon, CA 94583-1323  
Contact: Chris White  
(916) 371-2899  
[cwhite@frontierenergy.com](mailto:cwhite@frontierenergy.com)

June 9, 2021

City of Spokane

Thea Prince

RFP 5419-21

Green Fleet (EV and Bio-Fuel) Implementation Plan Development

Dear Ms. Prince:

Frontier Energy, Inc. welcomes this opportunity to submit a proposal for Green Fleet Plan Development. Frontier Energy is a C Corporation and will perform work from our office in West Sacramento, California. None of our 140 staff have been employed by the City of Spokane. If awarded the contract, we will comply with all the terms and conditions outlined in the Request for Proposal.

Frontier will provide services in partnership with DKS Associates, an employee-owned firm that will conduct work from its Seattle, WA office, and eIQ Mobility, a NextEra Energy Resources Company, that will perform work from its San Francisco, CA office. Neither of our partners have staff that were employed by the City of Spokane.

The project team has a long history of working with municipalities on fleet transition and implementation programs. We know and understand Washington's regulations, the approval processes in city governments, and that fleet and facilities managers juggle multiple conflicting priorities. We aim to make fleet transition planning as simple as possible for the city staff and easy to understand for elected officials and residents.

Frontier Energy has the experience, technical and communication skills, qualifications, and resources necessary to successfully provide the services in the RFP. Our Sacramento office, led by Chris White, is home to our Transportation division, which has successfully executed programs for alternative transportation for 20 years.

We look forward to working with the City of Spokane on this important and time sensitive program.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry Brand".

Larry Brand

President | Frontier Energy, Inc.

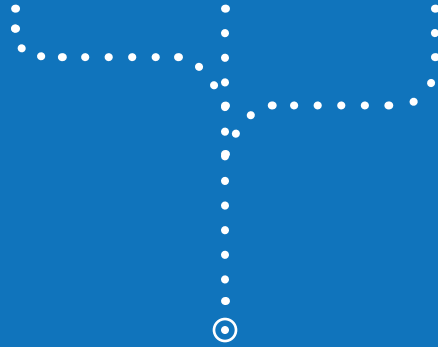
510-210-0371 | [lbrand@frontierenergy.com](mailto:lbrand@frontierenergy.com)

Contact: Chris White, Sr. Manager

(916) 371-2899; [cwhite@frontierenergy.com](mailto:cwhite@frontierenergy.com)

(Ms. White is authorized to submit and negotiate this proposal on behalf of Frontier Energy, Inc.)

# Technical Proposal



*"They're easy to work with. One of the best contractors I've worked with. They're good at bringing in partners with stations, municipalities, and other entities."*



# Technical Proposal

Our team is ready to hit the ground running. The project team of Frontier Energy, DKS Associates, and eIQ Mobility has a long history of working with cities and counties on initiatives and implementation plans to transition fleet vehicles to alternative fuels. The three companies work together on other projects and have an excellent rapport.

**Frontier Energy has 20 years of experience with green fleet analysis** and working with the U.S. Department of Energy's Clean Cities program on education and outreach to fleet managers about alternative and zero emission vehicles and fuels. Frontier is licensed to do business in Washington and well versed in adopted and pending regulations for clean fuels, clean energy, and vehicle electrification. DKS Associates has staff based in Spokane and will provide boots-on-the-ground project support.

The team will create a Green Fleet Action and Sustainability Plan to transition the City of Spokane's light-duty fleet to electric vehicles and identify opportunities to transition medium- and heavy-duty vehicles and off-road equipment to electricity and biofuels. The plan will include supporting fueling/charging infrastructure, energy generation, and storage.

The plan will comply with RCW 43.19.648 and RCW 43.325.080 and related ordinances and documents, and allow flexibility for technology innovations and regulatory changes. Reporting throughout the project and at the end will identify strategic investments that the City can make to transition its fleet and support other initiatives for sustainability, innovation, health, safety, and workforce development.

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## OUR PROCESS

1. Meet with all stakeholders and collect data about current and planned vehicles, current and planned domicile facilities, and other City policies and priorities.
2. Clean and validate the data. If data is missing, we fill gaps by meeting with the City's team or using assumption data developed from other projects.
3. Identify vehicles/vehicle classes that can feasibly be electrified by 2030, those that can be transitioned to a biofuel by 2030, and those that do not need to be replaced before 2030. We will deliver a year-by-year vehicle transition plan to the City in September 2021 for City Council adoption as required by regulation.
4. Identify the infrastructure needed to support the vehicles, including how charging will impact facility energy use and strategies to mitigate higher capital and energy costs. We will deliver a written plan about charging stations, biofuel supply, distributed energy resources, and other recommended equipment that includes capital and O&M costs and confirm the recommendations with City staff.
5. Identify potential sources of funding for infrastructure and vehicles, which will likely include potential revenue from utility tariffs and demand management programs and potential Low Carbon Fuel Standard credits in addition to incentives and rebates.
6. Prepare the Green Fleet Action and Sustainability Plan, which is a 10-year procurement plan that also shows how fleet transition aligns with other City goals and priorities, and includes calculations, maps, and language that the City can use in grant and incentive applications. This plan will be provided by January 31, 2022.

## Task 0: Kick-off Meeting

Frontier Energy's Chris White will have prime responsibility and authority for the work. To ensure the project runs as smoothly as possible and meet requirements for reporting, data transparency, and accountability, she will schedule and facilitate a project kick-off with City staff and key staff from our project partners, DKS Associates led by Mike Usen and eIQ Mobility led by Yann Kulp. Prior to the meeting, Ms. White will send a list of questions and data needs that are listed in Task 1 and Task 3 to make the most of City staffs' valuable time.

During the project management portion, we will discuss the invoicing and the City's communication preferences. We'll review the scope of work to ensure agreement about expectations, the format of deliverables, and the review process. We will clarify roles and responsibilities from City staff and the project team and identify if additional stakeholders need to engage in the project.

During the data intake portion, we will collect information about the fleet and facilities, and cover the following items:

- Timelines and deadlines that must align with other issues (e.g., fiscal years, pending regulations, expiration of rebates, Council meeting dates)
- Resources and information that the City already has and those that the team will need to source
- Parameters for vehicles and fuels, such as federally owned vehicles, leased facilities, and interest in participating in pilot programs and/or R&D projects
- Data points that the City or other stakeholders would like for reporting or program decisions that are in addition to those in the RFP
- Fleet, City, and Council priorities and policies (e.g., reducing fleet total cost of ownership (TCO), greenhouse gas (GHG) reduction, improving safety, integrating new technology)
- Method of calculating TCO and determining out-of-cycle replacement, which may include procurement expenses and staff support
- Current processes and contracts for fuels (e.g., private fuel station, long-term CNG contract)
- Current vehicle electrification plans, including established contracts with EVSE and vehicle providers
- Baseline energy use at facilities/parking areas, existing electric and natural gas use and rates, and planned changes that might include moving to a 100% renewable plan or adding solar and/or battery storage
- Understanding of City approval/procurement processes (e.g., requirements for competitive bids, public input, council or commission approval)
- Current and planned participation in incentive programs and pilot projects

At the end of the meeting, we will schedule a regular project meeting (bi-weekly or monthly), schedule meetings with department heads as needed, and create an action plan for obtaining missing information.

Within three business days, Frontier will provide a meeting summary with action items and assignments and a program management plan with deliverable due dates and milestones. The plan will include templates for project deliverables and progress reports.

Frontier will set up a shared Microsoft Teams "team" and document folder to ensure all partners have access to timelines, reports, and deliverables. If the City prefers a different platform for collaboration, Frontier will accommodate that choice.

**Task Deliverables:** Meeting summary, program management plan, templates for deliverables and progress reports



## Task 1: Analyze and Profile the City's Fleet

The team will coordinate with City staff to obtain data of each fleet vehicle and its operations to map each vehicle to potential replacement candidates, determine if the replacement candidates can meet the current vehicle's range requirements, and create a total cost of ownership (TCO) comparison.

To assess the current fleet, the team will collect the information in Table 1. The table shows alternative data if the desired information isn't available.

Table 1: Vehicle Data Collection

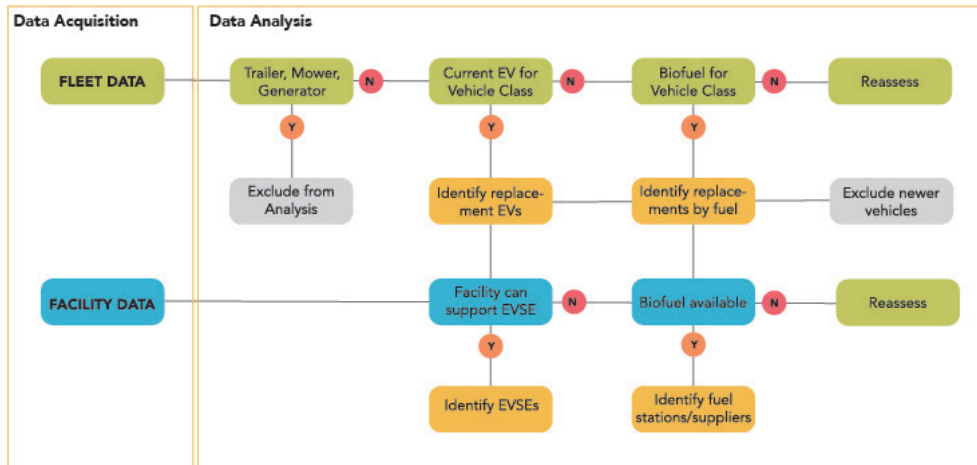
Desired Vehicle Information	Alternative #1	Alternative #2
Vehicle ID/VIN, make, model, model year, vehicle type/class, fuel type, owned or leased	Vehicle ID, make, model, vehicle type/class, fuel, owned or leased	Make, model, vehicle type/class, fuel, owned or leased
Date vehicle placed into service	Blank if no schedule	
Original cost, expected surplus proceeds, and budgeted replacement cost	Original cost and budgeted replacement cost	Original cost or budgeted replacement cost
Scheduled replacement date	Estimated life cycle (years or miles)	Blank if no schedule
Assigned division	Assigned department	Specific vehicle use case
Vehicle dwell times by address	Addresses where vehicles park during the day; vehicle overnight domicile address	Domicile address
Daily duty cycle: days of the week, hours in operation, average miles, driver assignment	Weekly duty cycle: days of the week, hours in operation, average miles, driver assignment	Assumption data for vehicle class from team
Fuel data or telematics data	One year of data from each vehicle	Assumption data from team
Annual O&M cost: fuel, maintenance, insurance, licensing, fuel infrastructure	Annual O&M cost: subset	Assumption data from team
Special equipment or configuration (e.g. liftgate, genset, license plate reader, paratransit, 4WD, snow plow)	N/A	N/A
Yes/No to indicate vehicles used for emergency preparedness, response and or recovery; public safety; hazardous materials transportation	N/A	N/A

To identify on-road vehicles that can be replaced with electric vehicles, eIQ will use its EValue™ tool. eIQ will:

- Transform data about the City's current vehicles to the eIQ standard format and upload to EValue. Validate the data and confirm with the fleet manager.
- Customize up to three duty cycle scenarios (light, medium, and heavy).

Figure 1 illustrates the approach to evaluating the current fleet.

Figure 1: Fleet evaluation methodology

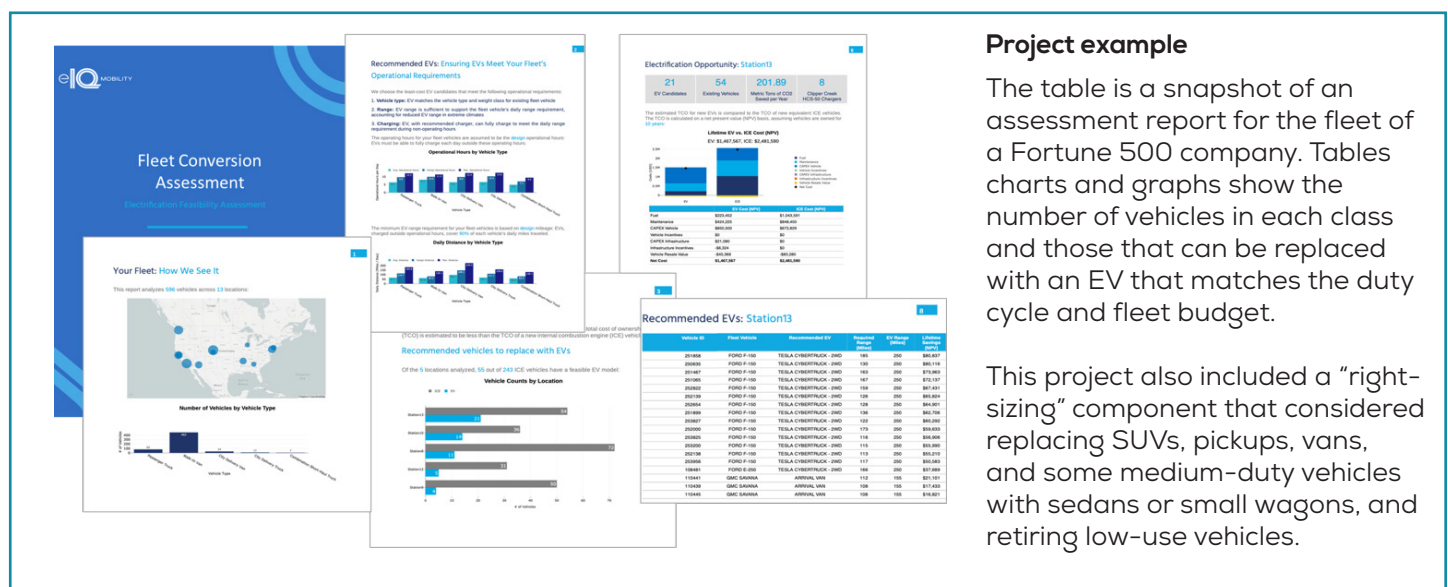


For the vehicles for which an electric counterpart is currently not available, Frontier Energy will use its database of zero-emission vehicles and experience with natural gas, propane, and renewable diesel to identify replacement vehicles. Based on the City's current inventory, we anticipate several of the truck and van classes can be cost-effectively electrified by 2030, others can be replaced with cleaner combustion engine vehicles that use a biofuel and are eligible for funding from a state or federal source. Frontier can recommend emerging electric vehicles like refuse trucks, dump trucks, and 4x4 pick-ups that the City may want to evaluate before committing to procurement.

Frontier Energy will also recommend options for the GO-4 scooters, motorcycles, and off-road utility vehicles. Some of these can be easily electrified, others have suitable propane options, and others can use renewable diesel.

### Task Deliverables:

- EV assessment report—recommendations for vehicle classes that can be replaced with electric/electrified vehicles by 2030 based on lowest-cost EVs that meet the duty cycles of existing vehicles, including effects of cold climates on battery range and recharge time.
- Biofuels assessment report—recommendations for vehicle classes that can use biofuels or be replaced with biofueled vehicles by 2030 based on lowest-cost vehicles that meet the duty cycles of existing vehicles, including reduced fuel efficiency and longer fueling times, as applicable.



### Project example

The table is a snapshot of an assessment report for the fleet of a Fortune 500 company. Tables charts and graphs show the number of vehicles in each class and those that can be replaced with an EV that matches the duty cycle and fleet budget.

This project also included a "right-sizing" component that considered replacing SUVs, pickups, vans, and some medium-duty vehicles with sedans or small wagons, and retiring low-use vehicles.

## Task 2: Vehicle Replacement Plan

Using the outputs from Task 1, the team will create a document by September 2021 that the City can adopt by December 31 to show a transition so that 100% of publicly owned vessels, vehicles, and construction equipment are operating on electricity or biofuel by 2030.

The document will have a vehicle replacement schedule (Task 1 deliverables) based on expected vehicle retirement dates and anticipated availability of a zero-emission and biofuel vehicles and, for some vehicles, may include an option between an EV and a biofuel so that the City can choose a compliance path.

This will be delivered by the end of September 2021 to enable City Council to adopt the plan and comply with the regulation.

The document will show:

- Procurement years for new vehicles by class and duty cycle
- Recommended makes, models, and fuel types
- Cost based on the City's existing procurement practices
- Anticipated rebates, incentives, and tax credits (if applicable)

The report can also note the vehicles that are not due for replacement by 2030 or for which an electric or biofuel vehicle is not currently available or announced, which may apply to some off-road equipment, specialized trucks, and vehicles that transport hazardous materials.

### Task Deliverables:

- Vehicle replacement plan—recommendations for vehicles that can be replaced so that 100% of publicly owned vessels, vehicles, and construction equipment are operating on electricity or biofuel by 2030

#### Project example

The table is a snapshot of the City of Berkeley's transition report that shows the numbers and types of EVs to procure each year for one department and a cost based on Berkeley's existing procurement agreement. The City does not have central procurement and similar tables were produced for each department.

Year	Nissan Leaf Plus @ \$34,256	Chevy Bolt @ \$30,167	Mitsubishi Outlander PHEV @ \$36,295	Potential rebate	Total Estimated Vehicle Cost
2020	\$34,256 (1)			(\$2,500)	\$31,756
2021*	\$428,190 (12)	\$512,839 (17)	\$108,885 (3)	(\$72,500)	\$977,414
2022	\$171,280 (5)	\$150,853 (5)	\$290,360 (8)	(\$25,000)	\$587,475
2023	\$102,768 (3)	\$30,167 (1)			\$132,935
2024	\$137,024 (4)		\$36,295 (1)		\$173,319
2025	\$137,024 (4)				\$137,024

## Task 3: Develop an Alternative Fuel and Charging Infrastructure Plan

### 3a: Charging Plan

DKS has worked with multiple West Coast municipalities and transit agencies to evaluate their facilities and plan for charging infrastructure to support electrification of their fleets. DKS developed tools to evaluate the costs of various charging strategies and the annual operating costs of each strategy to help fleets see the return on investment for electrification. Most recently, DKS used these tools on fleet electrification planning projects for the City of Seattle (WA), King County (WA), Alameda County (CA), Oakland (CA), and other municipal fleets.

During data collection at project kick-off, the team will collect the following information with alternatives for when the desired information isn't available.

Desired Facility and Fuel Information	Alternative #1
Fueling infrastructure owned, leased, and planned (gasoline, diesel, propane, natural gas, EVSE)	N/A
Locations of vehicle domiciles	N/A
Facility ownership	N/A
Output of onsite PV	Picture of the PV panels
Existing or planned EVSE	N/A
Planned facility changes that may affect future use or power consumption.	N/A
Usage data from existing EVSE and other fueling infrastructure	N/A if no existing EVSE or private fuel stations
Utility service provider contact information	N/A

DKS will use the EV assessment report to estimate vehicle electric loads and charging needs at each fleet domicile using the following steps:

- Extrapolate charging requirements from the data, reports, and interviews and calculate associated electrical loads and estimate charging infrastructure costs based on site averages. This includes each city's existing and planned EVSE purchasing agreements and procurement contracts.
- Consider other factors that may include available electrical service capacity to serve each domicile, the fee structure of expanding electrical service per kWh, and known fixed costs in supplying additional electrical service if projected loads from new chargers exceed capacity.

With this information, DKS will use two tools developed specifically for fleets to evaluate the electrical demands of multiple vehicle classes to inform selection of charging infrastructure based on vehicle range, battery size, and dwell time for charging. DKS will develop a timeline for implementation that includes construction package development, bids from qualified installers, construction, and commissioning.

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### DKS Charging Strategy Cost Evaluation Tool

The tool uses five strategies to determine the most cost-effective way to charge EVs at each fleet depot:

1. Dedicated level 1 and 2 chargers
2. Dedicated level 2 chargers using load management
3. Shared level 2 chargers
4. Shared DC Fast Chargers
5. Mobile level 2 chargers

The tool determines the numbers of needed EVSE by type based the expected charging demand of the EVs and then calculates comparative project costs based on inputs that include facility electrical capacity, costs for make-ready infrastructure, charger purchase, and installation.

### DKS EVSE Operational Cost Evaluation Tool

The tool calculates annual operating costs via dynamic cost modeling. The tool considers multiple inputs that include electricity rate structure and consumption, electricity demand and time-of-use charges, equipment depreciation and maintenance, parking revenues, network fees, and labor for facility staffing. It can also estimate cost recovery by participating in credit programs and revenue from public charging.

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## 3b: Biofuel Plan

Frontier Energy has worked with Clean Cities Coordinators and fuel providers nationwide to plan for integration of biofuels, renewable natural gas, renewable propane, and renewable diesel. In this task, Frontier Energy will use the biofuels assessment report (Task 1) to estimate the quantities of each biofuel needed annually.

Revised Code of Washington 19.112.010 and 43.19.643 defines biofuel as “mono alkyl ester of long chain fatty acids derived from vegetable oils or animal fats for use in compression-ignition engines.” Under this broad definition, renewable diesel is considered biofuel. Additionally, RCW 43.325.010 extends biofuel to renewable LNG and CNG derived from biogas. If the Low Carbon Fuel Standard is signed into law, it will likely change RCW 43.19.648 to focus on low-carbon fuels, essentially eliminating crop-based ethanol and biodiesel blends and adding renewable “green” hydrogen.

This portion of the report will show multiple adoption pathways that gives the City flexibility to comply with changing regulations and adopt the most cost-effective fuels to comply with the regulations. The report will give estimated costs for obtaining new fuels or building fueling stations for fleet-only or shared use.

### Task Deliverables:

An EV infrastructure plan that includes:

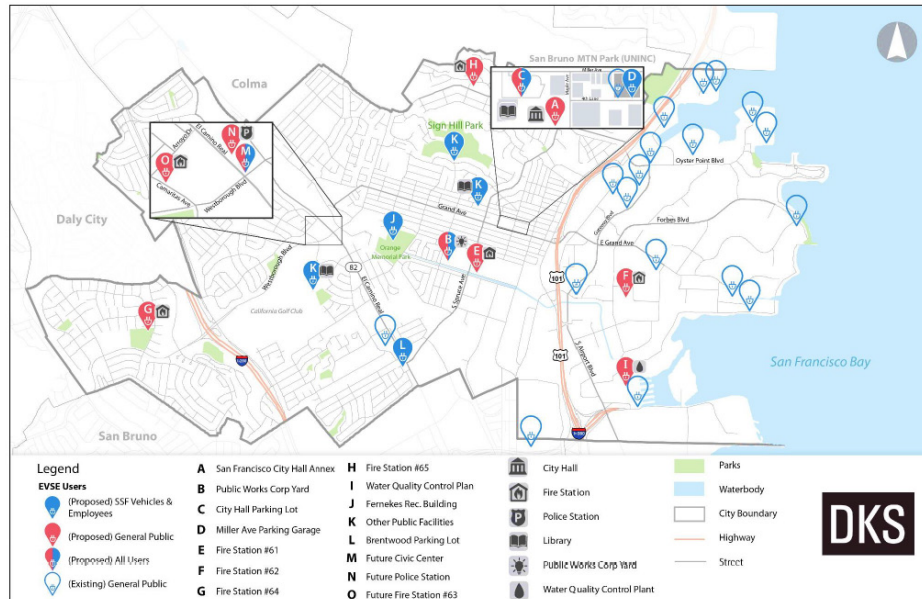
- Recommended charging strategy including type of EV charging station and vehicle to charger ratio, and load management
- The estimated project cost per fleet facility, including charger purchase and installation including anticipated electrical upgrades
- Recommendations for shared charging with employees and the public (if feasible)
- Recommended implementation phasing timeline for charging system installation
- Anticipated rebates, incentives, and tax credits (if applicable)
- Timeline for Construction Package Development (CPD) for each site

A biofuel that includes:

- Fueling station needs (e.g., drop-in fuel, build new station, use off-site station)
- Recommended year of transition

### Project example

The map is an electrification plan for the City of South San Francisco. Initially, the City planned to charge light-duty fleet vehicles. Data collection and analysis showed opportunities to share the EVSEs with employees at some locations and with the public at other locations, which helped achieve several other City goals.



## Task 4: Funding Strategies

This summary report will identify potential sources of funding from state and federal grants and incentives, and from utility incentives for charging stations and RNG. With input from City staff, we can also identify potential funding and income from participating in demand management programs, offering fee-based charging for employees and/or the public, or participating in R&D projects.

### Task Deliverable:

- Summary of near-term funding opportunities



## Task 5: Green Fleet Implementation Plan (Final Report)

The team will use all reports and deliverables to develop a formalized Green Fleet Implementation Plan that is aligned with City commitments and goals. The plan will address upcoming and subsequent procurement cycles to ensure fiscally responsible procurement and deployment. A high-level outline of the core elements of the Implementation Plan is provided below and will be adjusted based on discussions with City staff.

1. Overview of City Goals and Policies
  - a. Key motivating factors for Green Fleet adoption
  - b. An overview of green vehicle and fuel options
2. Summary of City Fleet and Facilities
  - a. Current fleet demographics
  - b. Fleet procurement cycles
  - c. Operational requirements and considerations
3. Summary of Recommended Green Fleet Deployment Actions
  - a. Vehicle procurement plan through 2030
  - b. Fleet right-sizing
  - c. Vehicle and infrastructure procurement cycles
  - d. Facility considerations
  - e. Infrastructure deployments
  - f. Actions to address identified barriers
  - g. Summary of annual cash flows by facility or department and net total costs/savings to the City (if desired)
4. Appendices containing outputs from tasks

## Optional Tasks

As the City of Spokane moves its fleet toward zero- and near-zero emission vehicles, and seeks to implement elements of the Sustainability Action Plan, Frontier Energy, DKS Associates, and eIQ can provide additional assistance to City staff and departments. Each company has extensive experience with these tasks and can perform them cost-effectively. These tasks are not included in the project timeline or cost proposal.

Create a vehicle-by-vehicle replacement schedule: The schedule gives a detailed timeline and budget to replace every vehicle through 2025 to make maximum use of incentives and rebates for light-, medium- and heavy-duty vehicles. It can also recommend specific vehicles for evaluation and pilot programs.

Evaluate each facility for the potential capacity for electrification: Accompanied by City electrician, a DKS engineer will inspect parking layout, parking garage or lot operations, electrical rooms or vaults, panels, transformers and identify potential conduit routing and charger placement for detailed cost analysis and conceptual charging infrastructure design.

Evaluate each facility for back-up power needs: This includes calculating needs and costs for generators to serve the load of charging stations to provide reliability and resilience.

Evaluate charger sharing: DKS will evaluate the feasibility of sharing charging infrastructure with employees and the public when not in use by City fleet vehicles. This task also helps address Goal 3 in the Sustainability Action Plan to increase the adoption rate of Zero Emission Vehicles. DKS can also evaluate the opportunity to combine charging stations for cars with docking stations to charge electric bikes and scooters.

Annual reassessments: For clients with longer electrification journeys, eIQ can reassess customer fleet electrification analyses annually as additional EVs and new incentives become available or as energy costs change.





## Administration/Progress Reports

The draft schedule in the Gantt chart anticipates a July 2021 start date. Actual dates of activities and deliverables may be adjusted after the kick-off meeting as part of the implementation plan.

The team anticipates a six-month project that starts with a major deliverable due in September and a final report delivered in January 2022. Frontier Energy successfully delivers projects under tight timeframes such as this.

To ensure the project runs as smoothly as possible and meets stakeholders' requirements for reporting, data transparency, and accountability, Frontier:

- Schedules and facilitates a project kick-off meeting to discuss the overall project management approach that includes invoicing, communication preferences, and a schedule for project management meetings. We'll review the project goals and objectives, scope, and deliverables to ensure agreement about the expectation and format of deliverables.
- Provide the program manager with a program management plan that describes project goals and objectives, lays out deliverable due dates and milestones, and establishes a schedule for project meetings/updates. The plan includes templates for project deliverables and progress reports.
- Set up a shared Microsoft Teams "team" and document folder to ensure all partners have access to timelines, reports, and deliverables. If the City prefers a different platform for collaboration, Frontier will accommodate the City's choice.

Several of the tasks in this project overlap, with one task requiring data from a previous task to complete. However, tasks can be started simultaneously. Frontier Energy, DKS, and eIQ use task-oriented "strike teams" to complete the work effectively and efficiently on the City's timeline. Each strike team works on separate elements of the project. The project manager works with each team separately and ensures that results from one team are incorporated in all models and assumptions.

## PROJECT TIMELINE

### • DATA COLLECTION

Collect and validate data about fleet vehicles, domicile facilities, and fueling stations

### • REPLACEMENT PLAN

Document that shows transition electricity or biofuel by 2030

### • INFRASTRUCTURE

Site-by-site EV charging plan and fuel-by-fuel biofuel plan

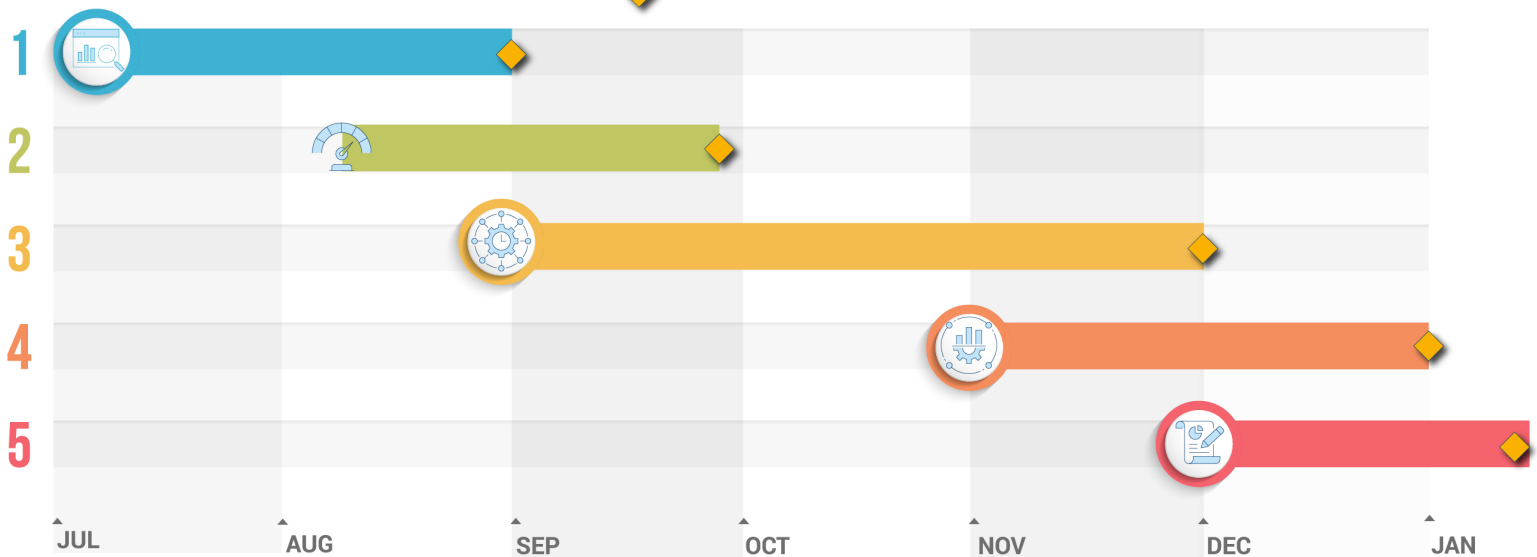
### • FUNDING STRATEGIES

Summary of incentives, rebate, and grant opportunities

### • FINAL REPORT

Comprehensive procurement report

◆ Deliverable



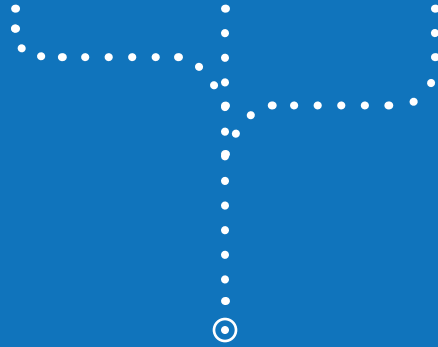
Frontier, DKS, and eIQ have efficiently and effectively implemented infrastructure planning and prioritization blueprints, roadmaps, and reports for transportation and energy efficiency programs. Frontier and DKS frequently work together on fleet prioritization projects and have established processes for work planning and communication.

Frontier Energy uses management controls to organize the program management practices to 1) assign and track work progress, 2) accomplish budget objectives through expense tracking and procurement practices, and 3) maintain clear communications to execute work. Goals are accomplished through setting a clear expectation of work assignments, organizing teams, and providing progress tracking.

The Frontier team has extensive data sets from past projects and models that we developed for other infrastructure programs. When data is not available, the team uses proxy data based on published research and comparable projects.

Frontier, DKS, and eIQ use existing, vetted modeling tools for analysis. Our tools consider data and human behavior to conduct diagnostic analysis (what happened and why) and a variety of assumptions for predictive analysis (what will happen in the future). Our analysis anticipates outliers, like travel behavior due to COVID and includes assumptions about population growth, changes in the economy, and technology improvements.

# Management Proposal



*“Frontier staff are diligent about answering technical questions. They get answers, whether from current expertise or their willingness to research a subject.”*



## Knowledge and Expertise

For more than 30 years, **Frontier Energy** has designed, implemented, and administered innovative programs focused on clean energy and new transportation. Our clean vehicle projects include public outreach and education, infrastructure planning, vehicle pilot programs, public policy, incentive design, and deployment planning. Since 2000, Frontier Energy has provided all staffing and operation for the California Fuel Cell Partnership, a public-private collaborative that leads the world in deployment of fuel cell electric vehicles and hydrogen stations.

Frontier Energy has completed multiple fleet deployment plans for light- and heavy-duty vehicles, and partnered with its parent company, GTI, on projects to deploy CNG, RNG, and renewable diesel stations on alternative fuel corridors. Frontier and GTI also run pilot programs for alternative fuel trucks at California ports and are just launching a pilot program with a zero-emission locomotive. On behalf of the U.S. Department of Energy and Clean Cities, Frontier has developed best practices guides and toolkits about charging infrastructure and hydrogen stations, completed a report about the viability of renewable diesel, and conducted a series of webinars about renewable natural gas and propane.

Frontier Energy, Inc. is a C Corporation headquartered in San Ramon, California and has never had a contract terminated for default. Frontier Energy has 140 employees in eight offices in California, New York, Minnesota, and Texas who can support the scope of work.

**DKS Associates** is an employee-owned transportation planning and engineering firm of 145 professionals with offices in Portland and Salem, OR; Oakland, Sacramento, and Anaheim, CA; Seattle, WA; and Austin, TX. DKS provides a range of smart mobility services along with the more traditional transportation services we have been successfully providing clients for four decades. As mobility and our climate change, we strive to advance the goal of reducing mobile-source greenhouse gas (GHG) emissions as well as to improve the resiliency of vital transportation infrastructure to the impacts of climate degradation.

One of the most measurable ways we help clients reduce GHG emissions is through our comprehensive suite of Electromobility planning and design services. DKS plans municipal-scale EV charging programs and designs site-scale charging infrastructure, assisting clients with financing and permitting. DKS' Electromobility infrastructure services include planning and design for public and transit agency fleet electrification, charging infrastructure master planning and charging infrastructure siting and design.

**eIQ Mobility**, a subsidiary of NextEra Energy Resources, is a data and software company building the trusted platform that drives vehicle fleets into a smart, electric, and cost-effective future. eIQ Mobility was founded in 2018 in response to the unique roadblocks that corporate leaders face in electrifying their fleet, starting with identifying where and how to electrify. Based in San Francisco, California, the team consists of highly skilled data scientists, software developers, and experts in energy optimization, utilities, EV, and finance.

Evaluate, eIQ Mobility's proprietary fleet electrification planning and optimization platform, provides fleets with data-driven, highly reliable fleet EV decision tools. eIQ Mobility has 30+ major customers, 120,000+ vehicles, 4+ million trips and over 350 million miles of data. eIQ Mobility is currently delivering EV feasibility assessments for the City of Houston, Harris County (TX), Fort Bend County (TX), and NRG. eIQ brings the experience of this project to provide the City of Spokane a trusted solution.

## Lead Staff

### Chris White, Sr. Manager

Chris has been with Frontier Energy since 2004 and works with advanced transportation. Under her supervision, Frontier Energy staff support clients by conducting extensive market research, developing print and digital marketing materials, conducting community and stakeholder outreach, and workforce development and training. Chris's clients include air districts, state and local government, associations, automakers, and utilities.

#### *Similar projects:*

- Sacramento EV Blueprint
- Sacramento Regional ZEV Readiness
- California Fuel Cell Partnership roadmaps
- East Bay Community Energy EV Fleet Transition
- Southern California Edison Charge Ahead guidebook



#### **Project Roles & Responsibilities**

- Vehicle analysis
- Biofuel planning
- Report writing

#### **Project Availability**

25% time July-January

### David Park, Program Engineer

David has 20 years of experience in sustainable transportation. As an expert on emerging advanced transportation infrastructure and drivetrains, he has a comprehensive understanding of the economic, technical, and environmental issues of alternative transportation technologies. He has advised public and private sector clients on integration of alternative transportation technologies into the existing framework. Dave joined Frontier Energy in 2018 and leads several fleet transition projects.

#### *Similar projects:*

- California Fuel Cell Partnership
- East Bay Community Energy EV Fleet Transition
- California Air Resources Board truck pilots



#### **Project Roles & Responsibilities**

- Project management
- Client communication
- Vehicle analysis
- Funding strategies

#### **Project Availability**

20% time July-January

## Mike Usen, Electromobility Practice Lead

Mike has dedicated his environmental planning career to the pursuit of environmental sustainability for nearly 30 years. He joined DKS 2017 and leads the company-wide electric vehicle charging infrastructure planning and design practice. Mike oversaw development of DKS' EVSE cost calculator and has completed 16 electromobility projects. He is well-known in the electromobility industry among other consultants, electric vehicle OEMs, charging networks and manufacturers, EV tech startups, shared mobility providers, electric utilities, etc. and is a frequent presenter at the many electromobility conferences he attends.

### *Similar projects:*

- City of Seattle EVSE Systemwide Assessment
- South San Francisco Charging Station Master Plan
- Sacramento EV Blueprint
- East Bay Community Energy EV Fleet Transition
- Assessment of Electric Vehicle Charging Infrastructure, King County
- King County Metro Non-bus Fleets to Zero Emissions
- City of Walla Walla Fleet Electrification

## Yilun Xu, Electromobility Engineer

Yilun has eight years experience with a variety of electromobility projects on which he applies both his engineering and his business analysis expertise. His specialization includes charging demand management, electrical utility rate analysis, credit planning, bi-directional charging planning and operational cost analysis.

### *Similar projects:*

- King County Metro Non-bus Fleets to Zero Emissions
- University of California Davis Campus Electric Vehicle Study

## Gurbir Antaal, Electromobility Engineer

Gurbir is an electrical and transportation engineer who brings six years of experience and a wide variety of skills relating to planning and designing electric vehicle (EV) charging infrastructure installation as well as power, traffic signal system and construction of lighting for highways and municipal/county roads. His experience also includes the design of other electric transportation infrastructure including illumination systems and traffic signals.

### *Similar projects:*

- UC Davis Campus Electric Vehicle Study
- City of Fremont Fleet Electrification Study
- East Bay Community Energy Municipal Fleet Electrification Study
- Assessment of Electric Vehicle Charging Infrastructure, King County

**DKS**

### **Project Roles & Responsibilities**

- Site feasibility
- Charging demand analysis
- Cost analysis

### **Project Availability**

25% time July-January

**DKS**

### **Project Roles & Responsibilities**

- Cost analysis
- Funding
- Utilization planning

### **Project Availability**

25% time July-January

**DKS**

### **Project Roles & Responsibilities**

- Cost analysis
- Site feasibility

### **Project Availability**

20% time July-January

## Yann Kulp, Director of Business Development

Yann is the co-founder of eIQ Mobility and leads business development and client management for the EValute cloud-based EV fleet planning & analysis platform. Prior to founding eIQ in 2018, Yann was the head of Electric Mobility Strategy for Schneider Electric and has five years of experience with vehicle electrification.

### *Similar projects:*

- Houston Light Duty Vehicle Fleet Assessment
- City of Portland Fleet Feasibility Assessment
- Consumers Energy Fleet Electrification Assessment



### **Project Roles & Responsibilities**

- Data collection
- Electric vehicle analysis
- EV transition

### **Project Availability**

10% time July-October

## Robert Spragg, Data Scientist

As the lead data scientist for eIQ, Robert brings six years of experience and a range of capabilities in mobility, clean energy, utilities, and strategy consulting. Robert has significant experience seeing projects to completion, managing diverse groups of stakeholders, and developing novel solutions to complex systems problems. At eIQ, Robert identifies, tests, and deploys new software packages (CI/CD) for eIQ's EValute model.

### *Similar projects:*

- Exelon Midwest Fleet Assessment
- FedEx Fleet Electrification Assessment
- Genetech Pharmaceuticals Fleet Assessment



### **Project Roles & Responsibilities**

- Data collection
- Electric vehicle analysis
- EV transition

### **Project Availability**

20% time July-October

Resumes are at the end of the proposal and estimated hours for each person are included in the budget form.

## 3b. Respondent's Experience

### Frontier Energy

Sacramento Metro Air Quality Management District  
Gina O'Neal, 916-874-2636, goneal@airquality.org  
777 12th Street, Suite 300, Sacramento, CA 95814  
Regional Plan for Zero-Emission Vehicle Deployment 2017-2020

### DKS Associates

City of Seattle, Department of Finance and Administrative Services, Capital Development & Construction Management  
Andy Ishizaki, 206-233-7809 andy.ishizaki@seattle.gov  
700 5th Ave, Suite 5200, Seattle, WA, 98104  
City of Seattle Electric Vehicle Supply Equipment Systemwide Assessment

### eIQ

Evolve – City of Houston  
Chris George, chris.george@evolvehouston.org  
1111 Louisiana Street Suite 4260. Houston, TX 77002  
Fleet Electrification Assessments for major Houston Fleets

The following table lists contracts that the program team has had during the last three years and how they relate to the services in this RFP.



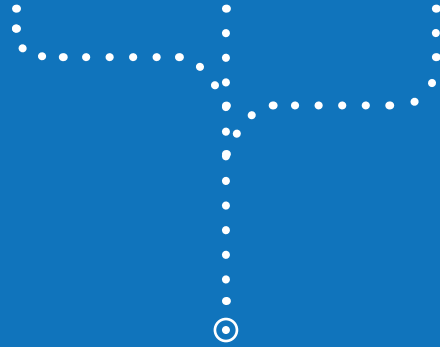
Table 3 summarizes the project team's experience relevant to the services and deliverables in the RFP.

Table 3: Reference Projects

Client; project	Vehicle data collection	Deployment planning	Infrastructure planning	Cost analysis	Regulatory reporting
California Fuel Cell Partnership	✓	✓	✓	✓	✓
Sacramento Metro AQMD; Regional ZEV Readiness	✓	✓	✓	✓	✓
East Bay Community Energy; EV Fleet Transition Planning for Berkeley, Dublin, Alameda County and Oakland	✓	✓	✓	✓	✓
City of Sacramento; EV Blueprint	✓	✓	✓	✓	✓
SMUD; Medium- and Heavy-Duty ZEV Blueprint		✓	✓	✓	
County of Sacramento; On-call consulting for fleet transition	✓	✓	✓	✓	
CARB; multiple ZEV heavy-duty pilot programs	✓		✓		✓
Various Clean Cities projects	✓	✓	✓	✓	
King County; Assessment of Electric Vehicle Charging Infrastructure	✓	✓	✓		✓
UC Davis; Campus Electric Vehicle Study		✓	✓	✓	✓
King County Metro; Transitioning Non-Bus Fleets to Zero Emissions Feasibility Study	✓	✓	✓	✓	✓
City of Seattle; Electric Vehicle Supply Equipment Systemwide Assessment	✓	✓	✓	✓	✓
Sonoma and Mendocino Counties; Electric Bus Charging Infrastructure for Planning and Engineering Study		✓	✓		
South San Francisco; Electric Vehicle Charging Station Master Plan	✓	✓		✓	✓

Client; project	Vehicle data collection	Deployment planning	Infrastructure planning	Cost analysis	Regulatory reporting
City of Walla Walla; Fleet Electrification Phase 1		✓	✓		✓
Great Falls; North Great Falls Subarea Transportation Study			✓	✓	✓
City of Portland; Fleet Electrification Assessment for City of Portland	✓	✓		✓	
Consumer's Energy; Fleet Electrification Assessment of Own Fleet	✓			✓	
City of Fremont; Fleet Electrification Study	✓	✓	✓	✓	

# Cost Proposal



*"At Frontier, they're experts in our issues. We learn a lot from them in our projects together."*



### Section 3: Cost Proposal

The team of Frontier Energy, DKS, and eIQ propose a budget of \$97,755 to complete the work described in this proposal. The budget includes expenses to be charged for performing the services proposed to accomplish the objectives of the RFP. Hourly rates for staff are inclusive of benefits, overhead, and profit at 2021 rates. Frontier Energy submits monthly invoices with the level of detail the City of Spokane requests.

Tasks	Key Persons	Hourly Billing Rate	Number of Hours	Labor Cost	Total per Task
Task 0: Kick-off meeting Project management	Chris White (Frontier)	\$240.00	15	\$3,600	\$8,025
	Administrative (Frontier)	\$75.00	5	\$375	
	Mike Usen (DKS)	\$260.00	5	\$1,300	
	Yann Kulp (eIQ)	\$250.00	5	\$1,250	
	Robert Spragg (eIQ)	\$150.00	10	\$1,500	
Task 1: Analyze and profile the City's fleet Deliverables: EV Assessment Report, Biofuel Assessment Report	Chris White (Frontier)	\$240.00	40	\$9,600	\$27,370
	Mike Usen (DKS)	\$260.00	2	\$520	
	Robert Spragg	\$150.00	90	\$13,500	
	Yann Kulp (eIQ)	\$250.00	15	\$3,750	
Task 2: Vehicle Replacement Plan Deliverable: Report that City Council can adopt	Chris White (Frontier)	\$240.00	20	\$5,200	\$17,630
	David Park (Frontier)	\$193.00	10	\$1,930	
	Mike Usen (DKS)	\$260.00	2	\$500	
	Robert Spragg (eIQ)	\$150.00	50	\$7,500	
	Yann Kulp (eIQ)	\$250.00	10	\$2,500	
Task 3: Develop an alternative fuel and charging infrastructure plan Deliverables: Site-by-site charging plan, fuel-by-fuel biofuel plan	Chris White (Frontier)	\$240.00	25	\$6,000	\$27,450
	David Park (Frontier)	\$193.00	10	\$1,930	
	Mike Usen (DKS)	\$260.00	32	\$6,400	
	Gurbir Antaal	\$160.00	32	\$5,120	
	Awais Zubair	\$200.00	20	\$4,000	
	Yilun Xu	\$200.00	20	\$4,000	
Task 4: Funding strategies Deliverable: List of incentives and rebates	Chris White (Frontier)	\$240.00	10	\$2,400	\$4,480
	Mike Usen (DKS)	\$260.00	8	\$2,080	
Task 5: Green Fleet Plan Deliverable: Procurement plan though 2030 to address all City goals	Chris White (Frontier)	\$240.00	10	\$2,400	\$12,800
	Mike Usen (DKS)	\$260.00	40	\$10,400	
Project Total	\$97,755				

# Attachments



*"It comes down to trust. My team trusts the Frontier people they work with, and I think the feeling is mutual."*



## Chris White

Senior Manager



### PROFILE

Chris White has been with Frontier Energy since 2004. She directs engagement and outreach activities, develops vehicle electrification strategies and roadmaps, creates fleet transition plans, and plans and implements pilot programs. Under her supervision, Frontier Energy staff conduct extensive market research, develop print and digital marketing materials, conduct community and stakeholder outreach, and advocate for government policy. Chris's clients include air districts, state and local governments, associations, automakers, and utilities. Since joining Frontier, Chris has been the communication director for the California Fuel Cell Partnership and was instrumental in developing the early commercial market for fuel cell vehicles and hydrogen stations

### EDUCATION/CERTIFICATIONS/TRAINING

B.A., Management, Northwood College, Indiana

B.A., Communications, Union University, California

TOP-certified meeting facilitator

### FRONTIER ENERGY EXPERIENCE

#### *Southern California Edison – current*

- Developing guidebooks for businesses to help them navigate the choices and considerations for installation charging infrastructure for light-, medium-, and heavy-duty vehicles.

#### *California Energy Commission – 2019-present*

- Supporting awardees of the Electric Power Investment Program transition awarded projects from R&D to the commercial market.

#### *City of Sacramento EV Blueprint -- 2019*

- Researched and wrote a comprehensive plan for EV deployment that included reach codes, workforce development, community outreach, and targeted investments..
- Created a unique model for forecasting EV sales as a percentage of new car sales
- Co-created the Charging Station Priority Siting Tool to accurately identify areas for investment in charging stations
- Prepared the City to win a \$1.8 million grant from the California Energy Commission

*Sacramento Metro Air Quality Management District Regional ZEV Readiness Plan – 2017-2019*

- Developed a set of tools and maps that identify locations for hydrogen stations and DC Fast Charging stations for vehicles that drive 100 miles or more a day in a six-county region.
- Developed and facilitated a coalition of stakeholders to jointly execute the plan

*East Bay Community Energy Fleet Transition – 2019-present*

- Creating individual plans for six municipal governments to transition all their fleet vehicles to electric by 2025, including installing charging stations, additional solar and battery storage, and using load management strategies.

*SMUD – 2020-present*

- Project management for program to install EV charging at multifamily residences
- Supporting a grid capacity assessment for EV infrastructure for medium- and heavy-duty

*California Air Resources Board Zero Emission Truck Pilots – 2018-present*

- Leading outreach, market research, and workforce engagement for two different pilot projects with zero-emission trucks at the Port of Los Angeles
- Oversee data collection and analysis

*Various Training and Workforce Programs – 2017-present*

- Project manager for community outreach and planning for South Coast Air Quality Management District's hydrogen readiness efforts.
- Conducted online and in-person focus groups about alternative transportation on behalf of the U.S. Department of Energy.
- Project manager for the DOE-funded Alternative Fuel Maintenance Garage project that delivered training about safety, codes, and standards for maintenance facilities for vehicles fueled by natural gas, propane, or hydrogen.

*California Fuel Cell Partnership Communication Director– 2014-present*

- Develop strategy and positioning reports and documents
- Lead a team of web programmers to build interactive websites and cloud-based programs such as the Station Operational Status System and hydrogen station map
- Plan and execute outreach campaigns and safety training events

**PRIOR EXPERIENCE**

*New Product Specialist, Jack Morton Worldwide (CA, WA, and CT), 1994 – 2001*

- Represented IBM's new products internationally on stage and on TV
- Participated on teams to introduce products for other Jack Morton clients

## **ACTIVITIES AND PROFESSIONAL DEVELOPMENT**

- 2019 Clean Air Champion Individual Award by Sacramento Clean Cities
- 2019 Volunteer of the Year award
- 2014 Public Relations Society of America Crystal Merit Award
- 2013 West Sacramento Businessperson of the Year
- 2009 Robert Zweig Public Education Award
- Director, West Sacramento Chamber of Commerce
- Chair, West Sacramento Economic Development and Housing Commission
- Member, Association of Women in Water, Energy, and the Environment
- Member, Women of EVs
- Member, Women of Hydrogen
- Member, Smart Electric Power Alliance (SEPA)



## David Park

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Senior Engineer/Infrastructure Development Consultant



### PROFILE

David Park has a long record of supporting sustainable transportation to improve air quality and mitigate global climate change. As an expert on emerging advanced transportation infrastructure and drivetrains, David has a comprehensive understanding of the economic, technical, and environmental issues of diverse alternative transportation technologies. He has provided strategic analysis on the state of technology to inform air pollution regulatory policy to numerous state and national jurisdictions and has advised various public and private sector clients on integration of alternative transportation technologies into the existing framework. His work at Frontier Energy is informed by a background in stakeholder facilitation and an extensive network of relations with public, private, and non-governmental organizations.

### EDUCATION/CERTIFICATIONS/TRAINING

M.S., Environmental Health Sciences, Harvard University School of Public Health, Boston, MA

B.S., Environmental Engineering, Rensselaer Polytechnic Institute, Troy, NY

Nondegree Study: Program on Negotiation, Harvard University/MIT, Cambridge, MA

### FRONTIER ENERGY EXPERIENCE

*East Bay Community Energy, Municipal Fleet Electrification, Oakland, CA, November 2019 to Present*

- Provide project management for this complex project with many stakeholders with individual goals.
- Conduct municipal fleet assessments for Berkeley, Dublin, Hayward, Albany, and Alameda County to identify vehicles that can be retired, sold, and transition to electric.
- Develop city-specific reports that include vehicles, charging infrastructure, DER, and storage

*California Fuel Cell Partnership, Sacramento, CA, October 2018 to Present*

- Facilitate the implementation of fuel cell vehicle (FCEV) and fuel cell bus (FCEB) fleet programs.
- Lead and manage the CaFCP Working Group to complete action items and task force deliverables.
- Organize and lead initiatives focused on renewable hydrogen production and regulation development in collaboration with the California Air Resources Board, U.S. Department of Energy, and industry.
- Educate and communicate with key stakeholders and industry experts about lessons learned and best practices for implementing hydrogen refueling stations.

## **PRIOR EXPERIENCE**

*Air Pollution Specialist, California Air Resources Board, El Monte, CA, 2018*

- Carl Moyer Funding Program Grantor.
- Develop zero-emission mobile source regulation for SIP strategy and GHG reduction policies.

*Director of Air Pollution Policy Practice, Alta Environmental, Long Beach, CA, 2016 – 2017*

- Sustainability practice manager with a focus on energy.
- Corporate strategic analyst and advisor for renewable and alternative transportation fuels.
- Conducted analysis of the role of advanced technology vehicles in the greater Los Angeles region.

*Manager, Ramboll Environ US Corporation, Los Angeles, CA, 2011 – 2016*

- Corporate strategic analyst and advisor to the natural gas transportation.
- Advanced technology strategic advisor for evaluation of advanced transit bus technologies and methodologies of integration into the Los Angeles Metro bus fleet.
- Project leader, Port of Los Angeles battery electric drive train drayage truck technology testing.
- Prototype emission control technology development.

*Senior Project Manager, M.J. Bradley & Associates, LLC, Manchester, NH, 1996 – 1998; 2009 – 2011*

- Grant program response coordinator specializing in partnership & coalition building; grant program analysis, grant application development.
- Team leader of vertical, fleet modernization programs from finance through project execution.
- Project manager of battery electric vehicle cold weather evaluation testing and optimization.

*Environmental Consultant, Khitin, Inc., Seattle, WA, 2005 – 2009*

- Air pollution inventory development.

*Project Manager, Northeast States for Coordinated Air Use Management, Boston, MA, 1999 – 2005*

- Advisor and researcher on issues of domestic and international environmental policy and compliance..
- Air Toxics Inventory quality assurance coordinator and advisor to the NESCAUM Member States.

*Environmental Engineer, NYS Department of Environmental Conservation, Albany, NY, 1994 – 1996*

- Led the development of the 1996 PM10 Attainment SIP for New York County.

## **PROFESSIONAL AFFILIATIONS**

- New York State Registered Engineer in Training
- Air and Waste Management Association
- Harvard Alumni Association
- Rensselaer Polytechnic Institute Alumni Association



## **MIKE USEN, AICP, Electromobility and Resiliency Lead**

**Mike's relevant expertise:** Mike Usen leads DKS' company-wide electric vehicle charging infrastructure planning and design practice, assisting transportation agencies, vehicle fleets and sustainability managers plan smart electric vehicle charging infrastructure for transit systems, electric vehicle fleets, workplaces, multi-family housing and public charging. For much of the past three decades, Mike has worked at the intersection of transportation and sustainability for market-leading consulting firms and large public agencies including King County Metro Transit where he developed the agency's Sustainability Program and wrote its Sustainability Plan and the transportation chapter of the Strategic Climate Action Plan (SCAP). Mike's relevant expertise includes multiple aspects of electric vehicle charging infrastructure master planning for light, medium and heavy-duty vehicles.

### **Registrations:**

American Institute of Certified Planners No. 012577

**Education:** Master of Urban Planning, University of Washington | BA, Environmental Studies, University of Vermont

**Years of experience:** 30

### **UC Davis Campus Electric Vehicle Study | Davis CA**

Mike is leading preparation of an electric vehicle (EV) study by serving as subject matter expert for electromobility. The study and its relation to the University electric distribution system, focuses on load analysis, asset service connections, technical design and operation of smart charging, outlining a flexible infrastructure that will accommodate future adoption of electric mobility and ensures the reliability and resiliency of the University's electric grid.

### **Island County Region Vehicle Electrification Study | Island County WA**

Mike is providing research, data & financial analysis, policy development, and public engagement services in the pursuit of vehicle electrification in Island County. These efforts evaluate current and emerging charging technology including chargers, charge management software, and load management, analyze the feasibility of transitioning municipal fleets to Electric Vehicles and coordinate with public works departments on infrastructure needs.

### **Transitioning Metro Non-Bus Fleets to Zero Emissions | Feasibility Study, Seattle, WA.**

Mike serves as Zero Emission Vehicle and Infrastructure Subject Matter Expert (SME) helping Metro develop its strategic roadmap for transitioning King County Metro Transit's non-bus fleets to electric vehicles. These fleets include light, medium and heavy-duty non-revenue fleet vehicles (NRV), ACCESS paratransit fleet as well as the nation's largest rideshare operation. Mike provides technical oversight for the feasibility study, implementation plans and decision support tools to increase fleet fuel efficiency and alternative fuels use in order to reduce greenhouse gas emissions.

### **City of Walla Walla Fleet Electrification, Phase 1 | Walla Walla, WA**

Mike is currently assisting the City of Walla Walla begin the process of fleet electrification by planning charging infrastructure acquisitions/installations to power the City's initial electric vehicle (EV) deployments. The goal of this work is to provide the planning and budget estimates necessary to pursue grant funding for installing EV charging infrastructure at both the City of Walla Walla's Service Center and City Hall parking lot, including evaluating feasibility of utility power connectivity and estimating costs for design, permitting and construction.

**Peninsula Regional Transportation Planning Organization Inventory of Plans, Policies, and Data Regarding EV Readiness | Peninsula Region, WA** Mike serves as electromobility subject matter expert to PRTPO by advising staff with its goal of developing a suitable strategy for increasing electric vehicle (EV) readiness in the four-county Peninsula Region. The focus of this effort is to assist with collection of appropriate existing information including plans, policies, forecasts, codes, infrastructure, and grid capacity.

**City of Davis EV Charging Infrastructure Phase 1, | Davis CA**

Mike is about to initiate work on an electric vehicle infrastructure analysis project for the City of Davis California. His roles include leading site feasibility and cost analysis, evaluation of several different DC Fast Chargers and smart level 2 public chargers and determining vehicle energy requirements and charging needs to plan for conversion of light-duty fleet vehicles to electric by 2030 including an estimated budget by year for vehicles and infrastructure.

**East Bay Community Energy Municipal Fleet Electrification Study | Alameda County, CA.**

Mike is leading DKS' efforts to determine vehicle energy requirements and charging needs for the municipal fleets of the cities of Oakland, Berkeley, Dublin, Albany, Hayward and Alameda County California, including estimation of fleet electrical load calculations and associated charging infrastructure requirements, and cost evaluations for infrastructure upgrades at each fleet facility. This evaluation will also recommend innovations such as dynamic load management, charger sharing, mobile chargers and other technologies.

**Transit Parking Demand and Mode Transition Study | Solano County, CA.** Mike prepared preliminary design concepts to integrate pickup and drop-off facilities for electrified ride hailing, microtransit, car share and bike and scooter share including vehicle charging, coupled with on-site energy storage.

**South San Francisco Electric Vehicle Selection | South San Francisco, CA.** Mike is evaluating battery electric (BEVs) and plug-in hybrid vehicles (PHEVs) for use by South San Francisco's fleets and recommending which vehicles to purchase. This evaluation considers economics, safety features, vehicle reliability, anticipated public perception and impacts on the City's mechanic workforce. The report will dovetail into South San Francisco's Electric Vehicle Charging Masterplan, addressing the future of vehicle technology with subsequent periodic updates as new EV products become available.

**City of Fremont Fleet Electrification Study | Fremont, CA.** This project assesses opportunities for municipal fleet vehicle conversion to plug-in battery electric and the role of solar photovoltaic (PV) renewable energy systems paired with energy storage systems (ESS) and electric vehicle supply equipment (EVSE). A key goal of the project is to analyze and propose best practices for both technical solutions as well as planning processes necessary for this transition, sharing these best practices across the region through a working group. Mike's role on this project is to oversee evaluation of the fleet's existing energy demands and project the future energy requirements of an electrified fleet by conducting a systematic assessment of all current City-operated vehicles based on a detailed review of departmental vehicle inventories provided by each departmental unit that operates vehicles.

**City of Seattle Electric Vehicle Supply Equipment Systemwide Assessment | Seattle, WA.**

The City of Seattle is in the process of converting its award-winning 4,100 vehicle motor pool to an all-electric fleet by planning charging infrastructure upgrades at 11 garages, 5 warehouses and over 25 other facilities. Mike's team evaluated the City's existing facilities, conducted internal

stakeholder engagement, assessed the EV market and charging technology, evaluated facility electric load capacity and recommended load management alternatives including planning level project implementation cost estimates.

**South San Francisco Electric Vehicle Charging Master Plan | South San Francisco, CA.** Mike led the development of a master plan for electrification of City of South San Francisco vehicle fleet through designation and location of electric vehicle charging infrastructure. This masterplan also provides direction to commercial charging for the general public at large employers, commercial businesses, multifamily housing, and public facilities.

**King County Metro Transit Base Electrification | Tukwila, WA.** Metro is initiating design of a new transit base in Tukwila Washington, converting an existing training facility into a new base for 250 electric coaches (battery buses). Following the project's June 3, 2019 kickoff, Mike is leading the project design team's bus electrification planning including battery charging infrastructure, electrical substation feasibility, technology planning, operations and environmental review. This facility is expected to be the first large scale all-electric bus base in the Pacific Northwest, serving as a design prototype for transit electrification.

**Sacramento Electric Vehicle Implementation Blueprint | Sacramento, CA.** Mike's role included provision of strategies to advance the next generation of ZEV mobility applications and programs, including an EV Toolkit and an advanced EV Mobility Opportunities Report, identifying financially-sustainable EV programs to ensure that public spending on EVs and EV infrastructure balances charging demands, advances new technologies, and incentivizes EV rider trips. Mike also prepared an Advanced EV Mobility Opportunities Report and EV Deployment Plan.

**Electric Bus Charging Infrastructure for Sonoma and Mendocino County Planning and Engineering Study | Santa Rosa, CA.** Mike oversaw evaluation of multiple existing facilities to assess current electrical infrastructure capacity, transit fleet characteristics, duty cycles, and operating environments and survey currently or soon to be available chargers and vehicle types, analysis of energy storage and renewable energy generation options including cost estimates, available funding subsidies and capacity needs as well as recommend charging policies to maximize existing facility infrastructure and minimize electric bus charging costs.

**Electric Vehicle Charger Design: Eluminocity | Seattle, WA.** DKS Associates provided EV infrastructure design services for Eluminocity, helping the City of Seattle implement the Electric Vehicle Charging in the Right of Way (EVCROW) program, performing engineering for Level 2 and DC Fast Chargers. Mike oversaw DKS' services included installation design and design review, facilitating compliance with City of Seattle street use requirements including permitting of EVSE, and general logistical support related to project implementation.

## RELEVANT RECENT PUBLIC SPEAKING EXPERIENCE

As a thought leader in smart mobility, Mike is a frequent presenter at professional conferences on such topics as master planning electric vehicle charging infrastructure, planning for fleet electrification, planning for micromobility and the implications of our transition to a future dominated by shared, autonomous, connected and electric vehicles. Since Joining DKS in 2017, Mike has presented (or will be presenting) these topics at the following conferences:

### 2021 Conference Presentations

- Washington State Transportation Commission, Olympia WA
- ACES Northwest Charge Up your Fleet, Bellevue WA

- Green Transportation Summit and Expo, Tacoma WA

#### 2019 Conference Presentations

- Intelligent Transportation Society of America Washington State Chapter Conference, Seattle WA
- American Public Works Association, National Conference, Seattle WA
- Public Fleets Summit, Long Beach CA
- Charge Expo, San Diego CA
- Public Fleets Summit, Lacey WA
- Urbanism Next, Portland OR
- Institute for Traffic Engineers, Sacramento CA
- Green Transportation Summit and Expo, Tacoma WA
- Charged Up EV Expo, Seattle WA

#### 2018 Conference Presentations

- American Public Works Association, Washington State Chapter Conference, Wenatchee WA
- Urbanism Next, Portland OR
- Intelligent Transportation Society of America Washington State Chapter Conference, Seattle WA
- Intelligent Transportation Society of America California State Chapter Conference, Anaheim CA

#### 2017 Conference Presentations

- American Planning Association, Washington State Chapter Conference, SeaTac WA





**Registration:** P.Eng,  
Canada – 100502010  
Traffic Signal Level – 1  
Supervisor, IMSA  
Ontario Work Zone  
Traffic Control & Safety  
Supervisor

**Education:** MS in  
Electrical and Computer  
Engineering, McMaster  
University, Canada  
| BS in Electronics and  
Communications,  
Chandigarh Engineering  
College, India

**Years of experience:** 6  
(2 with DKS)

## **GURBIR ANTAAL, ELECTROMOBILITY ENGINEER ASSOCIATE**

**Gurbir's relevant expertise:** Gurbir has a wide variety of skills relating to planning and designing electric vehicle (EV) charging infrastructure installation as well as power, traffic signal system and construction of lighting for highways and municipal/county roads. His project experience includes work for both power providers and transportation agencies including East Bay Community Energy, King County Metro Transit, California Department of Transportation, Oregon Department of Transportation, Ministry of Transportation Ontario, City of Berkeley, City of Fremont, City of Oakland, San Jose City, City of Mountainview, City of Portland, Washington County, City of Toronto, City of Ottawa, City of London, Region of Halton and Town of Oakville. His experience also includes the design of other electric transportation infrastructure including illumination systems and traffic signals. Gurbir has extensive experience with AGi32 lighting software and AutoCAD, in addition to a growing understanding of MicroStation.

### **East Bay Community Energy Municipal Fleet Electrification**

**Studies. CA** Gurbir was responsible for calculating the charging needs for each vehicle fleet site for the cities of Berkeley, Albany, Dublin, Alameda County and Oakland. His role consisted of field visits, evaluating the fleet data, calculating number of EV chargers required on each site based on the load calculations, EV battery size and power consumptions for Level 1, Level 2 and DC Fast Chargers. He was also responsible for creating build-out cost's spreadsheet for each site.

### **Transitioning Metro Non-Bus Fleets to Zero Emissions –**

**Feasibility Study, Seattle, WA.** Gurbir leads the technical evaluation of charging needs for light, medium and heavy-duty non-revenue fleet vehicles (NRV), ACCESS paratransit fleet as well as the nation's largest rideshare operation. This work includes evaluating the electrical energy needs of each type of vehicle and reviewing facilities drawings and data for passenger facilities and transit bases to evaluate feasibility and costs for installation of EV chargers.

**City of Fremont Fleet Electrification Study, Fremont, CA.** Gurbir calculated the energy demands of each light and emergency (pursuit) vehicle fleet component and evaluated each of Fremont's fleet vehicle domicile locations for EV charger installation. He was responsible for evaluating the fleet data, calculating the appropriate quantity of EV chargers required on each site based on the load calculations, EV battery size and power consumptions for Level 2 and DC Fast Chargers.

**UC Davis Campus Electric Vehicle Study, Davis Ca**

Gurbir lead site assessment and electrical evaluation of charging infrastructure for an electric vehicle study focused on load analysis, asset service connections, technical design and operation of smart charging at the largest campus in the UC system. He was also responsible for creating build-out cost's spreadsheet for each site.

**Southwest Corridor - Trimet, Portland, OR** Gurbir designed the lighting for the roadway segment of approximately 3.0 miles stretch in Portland, Oregon. Project consists of lighting on roadway, sidewalk illumination, shared use pathways between pedestrians and bicyclists, ADA ramps, traffic intersections and midblock crossings using City of Portland and Oregon Department of Transportation Lighting Standards and light levels.

**US-101/Blossom Hill - Traffic Signal and Lighting Design, San Jose, CA.** The project consisted of three intersections, from which two belongs to California Department of Transportation, and one intersection belongs to City of San Jose. Gurbir assisted the Design team to prepare detailed traffic signal design, ramp metering signals, lighting analysis and signal interconnect. Gurbir was also responsible to calculate the loads (wattages) of the existing electrical equipment's that are fed from the electrical service and verifying with the As-Built drawings, calculated the conduit fill capacity, verified the breakers in the electrical service enclosures to ensure that the electrical panel had space to accommodate the new breakers. He was also responsible for carrying cost estimates and coordinating with PG&E for modifying and new service enclosure connection.

**SW Roy Rogers/SW Tualatin Sherwood Rd - Chicken Creek to SW Olds Place, OR.** Gurbir was responsible illumination of roadway segment of approximately 1.5 miles stretch in City of Sherwood/ Washington County, Oregon. Project consists of lighting on roadway, sidewalk illumination, shared use pathways between pedestrians and bicyclists, traffic intersections and midblock crossings. He was also responsible for creating plan sheets, line diagrams, and cost estimation reports.

**San Bruno Avenue Medians Improvement Project, San Bruno** Gurbir worked as a design engineer to prepare the traffic signal and striping design plans, specifications and estimate for the project. He conducted field work and performed the drafting duties for the traffic signal modification at the intersection of San Bruno Avenue/Cherry Avenue intersection.

**SW Walker Road Improvements, Washington County** Gurbir served as design engineer for two traffic signals and fiber optic interconnect design along SW Walker Road in Washington County, OR. The signals were designed with VIVDS, emergency vehicle pre-emption, install PTZ cameras, protected left-turn phasing was used along Walker Road. Fiber optic cables were designed to use new conduits along the Walker Road. The design included fiber splicing to existing fiber at SW Walker Road and SW 185<sup>th</sup> Avenue and SW Walker Road and SW 173<sup>rd</sup> Avenue.

**Halton Region - William Halton Parkway Expansion Project, CA.** Gurbir assisted the Design Team to prepare detailed design of continuous roadway illumination network which included the illumination of bridge, roundabout, sidewalk, and illumination in the bridge structure for maintenance operations, and designed the traffic signal & temporary lighting. In addition to the Illumination and traffic signal design, the project requires the design of heat tracing system for storm sewers chambers and pipes, line diagrams, voltage drop calculations, detail drawings, and Hydro coordination for power supply and connection.





**Education:** MSC Engineering Project Management, Coventry University, UK | BS Telecommunications Engineering, National University of Computer & Emerging Sciences, Pakistan

**Years of experience:** 8 (3 with DKS)

**Professional Affiliations:** Institute of Transportation Engineers (ITE)

## **AWAIS ZUBAIR, Electromobility Engineer**

**Awais's relevant expertise:** Awais Zubair is a design-focused engineer with 8 years of experience working with intelligent transportation systems (ITS) and his last 2 years focused extensively on electromobility projects. Awais specializes in electrical and power design of electric vehicle supply equipment (EVSE), communication design, EVSE siting and constructability assessment. Awais has provided electromobility design consultation to a variety of clients including the City of Seattle, King County Metro, King County Facilities Management Division, City of Walla Walla, and University of California Davis. In addition to EVSE, Awais has experience designing electrical and communications systems for ITS devices including Variable Message/Speed Signs, CCTV Cameras, Road Weather Information systems, Vehicle Detection systems, Queue Warning systems, Traffic Signal systems, and Illumination systems. Awais has demonstrable experience facilitating multi-disciplinary design workshops managing multiple stakeholders and design requirements. Awais is a strong technical analyst and an advanced user of AutoCAD.

### **King County Facilities Management Division (FMD) – Fleet**

**Electrification Phase 1, WA.** DKS was hired by King County FMD for the pilot project to electrify King County fleet at six of their facilities. Awais was responsible for quality assurance of the fleet charging needs and EVSE strategies analysis. As the lead designer on the project, Awais conducted surveys of each site to assess existing conditions, devise EV charger siting plans, and identify the optimum power route to the chargers. Awais also collaborated with electrical foreman at each site to ensure that proposed design suggestions addressed their operations, maintenance and safety related concerns.

**City of Walla Walla – Fleet Electrification Phase 1, WA.** Working as the lead designer on the City of Walla Walla Fleet Electrification Phase 1 project, Awais is preparing high level design plans and cost estimates for the installation of EVSE infrastructure, consisting of a combination of Level 2 and DC Fast chargers, at multiple sites. The goal of the project is for the City of Walla Walla to use these plans and estimates to apply for future grant funding. As part of the design effort, Awais worked with City of Walla Walla electrical staff to conduct a remote field visit, communicated with local electricity utility provider to assess the available power options, and studied as-built drawings to determine the optimum charger siting to minimize civil work.

**University of California Davis – Campus Electrification Project, CA.** Awais analyzed EV charging payment strategy and technology alternatives and recommended those that make economic sense for each charger type. The analysis also addressed the communication infrastructure challenges and options as well as opportunities for revenue generation. Awais also analyzed the operations and maintenance requirements for EVSE infrastructure and documented the pros and cons of various strategies including Owner/Operator, Contracted Maintenance, and Charging-as-a-Service.

**SDOT Multimodal Integrated Corridor Mobility for All (MICMA), WA.** Awais is serving as the project manager and lead designer on MICMA ITS Improvements project. The project includes

video detection installation across 5 key corridors (40 intersections in total) in the University of Washington area for SCOOT adaptive system, CCTV camera installation on 5 intersections, pedestrian push button upgrades to ADA compliant APS pushbuttons on 10 intersections, traffic signal controller cabinet upgrade on 10 intersections, and ADA compliant curb ramp improvements on 2 intersection. Awais is also managing three sub-consultant teams responsible for delivering partial design of the project.

**ODOT – I-205: Stafford Road to OR99E Corridor Rd Widening & Retrofit of the Abernethy Bridge, OR.** Awais is serving as the project manager and lead ITS designer on I-205 Stafford Road to OR99E Corridor Rd Widening & Retrofit of the Abernethy Bridge ATM project. The project includes fiber relocation design of approximately 10 miles of existing fiber impacted by the widening and ITS electrical and communications design for 7 Active Traffic Management (ATM) sites with design elements including variable message signs (VMS), variable speed signs (VSS), CCTV cameras, fiber optic communication, radio communication, road weather information sensor station, and radar detection.

**Pierce County – Canyon Road Northerly Extension, WA.** Awais is working as the deputy project manager and design lead on the Canyon Road Northerly Extension project that spans across City of Fife, Pierce County and WSDOT jurisdictions. DKS' design scope includes traffic signal design for 3 full intersections and 2 pedestrian crossings, illumination design for 4 corridors with an accumulative length of approximately 2 miles, and fiber optic interconnect design for 2 corridors with an accumulative length of 1.5 miles and drop connections to the signalized intersections.

**City of Sequim – Washington St. Signal Improvement Project, WA.** Awais is working as the project manager and lead traffic signal designer on Washington St. Signal Improvement project. The project introduces operational improvements on two 4-way traffic signals by changing the split-phase operation to a protected-permissive left turn operation on all approaches. Traffic signal infrastructure improvements include ADA compliant pedestrian pushbuttons and pedestrian signal heads installation as well as upgradation of controller cabinet, traffic signal controller, vehicle signal heads, detection technology, and wiring.

**Sound Transit – SR522 Bus Rapid Transit (BRT) Project, WA.** Awais is working as the deputy project manager and lead traffic signal and illumination designer on the SR522 BRT project. The design includes traffic signal and illumination infrastructure relocation and upgrade to accommodate the roadway and operational changes introduced by the new bus rapid transit route.

**City of Tacoma – Taylor Way Rehabilitation Project, WA.** Awais worked as the deputy project manager and lead designer on the Taylor Way Rehabilitation project. The design included complete re-build of 4 traffic signals, continuous illumination and fiber optic interconnect on 2.5-mile long corridor, CCTV cameras, rail detection sensors, vehicle detection technology, variable message signs, and blank-out signs.

**Oregon Department of Transport (ODOT) – I-205: Johnson Creek Blvd-Glen Jackson Bridge Phase 2, OR.** Awais was the ITS electrical and communications designer for PS&E package delivery of ODOT's I-205 Johnson Creek Blvd to Glen Jackson Bridge Active Traffic Management (ATM) project. The project included 12 ATM sites with design elements including variable message signs (VMS), variable speed signs (VSS), CCTV cameras, fiber optic communication, radio communication, road weather information sensor station, and radar detection.



## YILUN XU, PE, ELECTROMOBILITY ENGINEER

### Yilun's relevant expertise:

**ELECTROMOBILITY SUMMARY BIO:** Yilun has experience with a variety of electromobility projects on which he applies both his engineering and his business analysis expertise. His specialization includes charging demand management, electrical utility rate analysis, Low-carbon fuel standard (LCFS) credit planning, bi-directional charging planning and operational cost analysis. Yilun regularly supports DKS clients including counties, cities, transit agencies, and Universities. Yilun has over 8 years of professional experience in the transportation industry, has advanced engineering and business degrees coupled with a strong passion for electromobility.

### ELECTROMOBILITY:

#### **King County Metro Non-bus Fleets to Zero Emissions, King County, WA**

Yilun analyzed the utility rate structures of both major utility providers in King County. Utility rate structures involve base utility rates, demand charging, time-of-day charges, transformer fees, a variety of utility credits, etc. Yilun provided crucial supports to the development of the electric vehicle fleet charging strategies that manages electrical utility expenditures. Yilun also customized an EVSE cost estimator, including EVSE operational costs, to meet the project needs.

#### **University of California Davis Campus Electric Vehicle Study, Davis, CA**

Yilun compared the pros and cons of EV charging payment methods and recommended the best strategies for student, employees and visitors at UC Davis. These payment technologies involve card payment, RFID, mobile apps, E-currency, etc. Yilun also supported the cost and budget efforts by providing supports on LCFS credits and utility expenses.

### Registrations:

- Washington Professional Engineer (Civil), No. 19110740
- Minnesota Professional Engineer (Civil), No. 54149

### Education:

- M.S, Civil Engineering (Transportation & Statistics minor), North Carolina State University
- MBA, Carlson School of Management, University of Minnesota
- B.Eng., Traffic Engineering, Tongji University, China

### Years of experience: 8

### Unique Qualifications:

- Electrical demand charging management
- Electrical utility rate analysis
- LCFS credit planning
- Bi-directional charging planning
- Economic Analysis
- Market Assessment
- Strategy Development

## EXPERIENCES PRIOR TO DKS

### STRATEGY & PLANNING:

#### **Bayfront Area Event Parking and Traffic Study, Duluth, MN.**

Yilun served as the modeling support and consultant for the Metropolitan Planning Organization of the Duluth/Superior region on parking and traffic strategies during large-scale events at the Bayfront area in Duluth, MN. The Bayfront area has suffered increasing customer complaints about parking access and availability. Yilun conducted planning level analysis of the traffic and parking conditions in the area, categorized potential mitigation strategies based on their financial feasibility, technical viability and benefit, and presented the recommendation at a series of interactive workshop to multiple stakeholders. The client and stakeholders were satisfied with the study outcome and has committed to continue the efforts in the recommendation.

#### **Super Bowl LII Traffic Control Plan Communication, Minneapolis, MN**

Yilun developed a GIS system to communicate the traffic control plans and transportation elements (roadway closure/restriction, traffic control agents, viable message signs, transit/shuttle, etc.) of Super Bowl LII in Minneapolis, MN. The GIS system translated complicated traffic control plans and roadway closure/restrictions to straightforward daily views. It also managed multiple data streams in one uniform place. This facilitated effective communications among stakeholders and with the general public. Yilun received positive feedback during the after the event for the system development and consulting process.

#### **Mode Share and Origin/Destination (OD) Study of Campus Travelers, Minneapolis, MN**

Yilun led the mode share and OD study for the University of Minnesota Twin Cities campus in 2014 and 2016. The study survey initiated an innovated method to collect the more accurate mode share in a multimodal environment. Yilun also led the data analysis efforts and chaired a planning committee that used the study result to update the campus shuttle plan. Yilun also utilized the OD information from the StreetLight InSight platform to complement the survey results.

#### **Partnership Strategy Analysis for New Market Entry, Warsaw, Poland**

As part of a consulting team, Yilun conducted primary and secondary research in Warsaw to prioritize potential retail partners for the client. The prioritization was based on business relevancy as well as the likelihood of partnership formation. A quantitative rating framework was developed to support the final recommendation.

\* Some details of project task and client are generalized due to nondisclosure agreement.

#### **Innovation Center Strategy in Agriculture and Food Industry, Shanghai, China**

Yilun served as the team lead to draw best practices and lessons learned from the best performing innovation centers. Yilun led a multinational team for primary and secondary research in the US and China. The consulting process includes issue tree development, storyboarding, and synthesizing.

\* Some details of project task and client are generalized due to nondisclosure agreement.

#### **Healthcare Start-up Business Valuation, Stockholm, Sweden**

Yilun conducted a SWOT, break even, financial, and patent analysis on a start-up in Stockholm, Sweden, as part of a global consulting team. The analysis led to the valuation of the business as well as recommendations on best path forward.

\* Some details of project task and client are generalized due to nondisclosure agreement.



# Robert Spragg

(559) 433-7687 | [Robert.spragg@nexteraenergy.com](mailto:Robert.spragg@nexteraenergy.com) | [LinkedIn](#)

## CAREER OBJECTIVE

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Data scientist and engineer with a diverse set of experiences in mobility, clean energy, utilities, and strategy consulting. Experience seeing projects to completion, managing diverse groups of stakeholders, and developing novel solutions to complex systems problems.

## CORE COMPETENCIES

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- |                                |                    |                          |
|--------------------------------|--------------------|--------------------------|
| • Project Management           | • Python, R, Julia | • Optimization, Modeling |
| • Data Analysis, Visualization | • Product Design   | • Software Development   |

## PROFESSIONAL EXPERIENCE

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### EQ MOBILITY (ACQUIRED BY NEXTERA ENERGY RESOURCES), Oakland, CA

*Data Scientist, July 2019 – present*

- Work closely with product team to design and build new fleet simulation and operations products
- Develop, test, and deploy new software packages (CI/CD) for eIQ's EValue™ model
- Manage multiple vehicle fleet analysis consulting projects from data retrieval to client presentation
- Expertise in fleet operations and pain points through dozens of assessments and interviews

### SILICON VALLEY CLEAN ENERGY, Sunnyvale, CA

*Decarbonization Analyst, September 2018 – June 2019*

- Built GHG forecasting model used to set 2025, 2030 [GHG reductions goals](#) and inform program design
- Created optimizations for solar + storage projects, emissions reductions of SVCE's supply portfolio
- Aggregated various spatial, vehicle, and billing datasets to begin building master customer database

### CITY OF PALO ALTO UTILITIES, Palo Alto, CA

*Microgrid Assessment Analyst Intern, June 2018 – September 2018*

- Partnered with Stanford and EDF on APPA funded [project](#) to study *thermal microgrids*
- Performed software tools assessment and feasibility study – presented results via webinar
- Identified emissions reductions of 45% for two districts in Palo Alto

## EDUCATION

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### STANFORD UNIVERSITY

*Master of Science in Energy Engineering, September 2017 – June 2019*

- Stanford Graduate Fellow (provided to top 1 or 2 incoming graduate students in each program)
- [Research](#) focused on using Kalman filters to estimate a battery's state of charge
- GPA: 3.91/4.0

### UC BERKELEY

*Bachelor of Science in Civil and Environmental Engineering, August 2013 – May 2017*

- Minor in Mechanical Engineering: focus on control theory, vehicle dynamics, finite element analysis
- GPA: 3.90/4.0

## HOBBIES

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- |  |   |
|--|---|
| • The great outdoors (hiking, skiing, birding) | • Investing, finance, housing policy advocacy |
|--|---|

## Yann Kulp

E: [yann.kulp@nexteraenergy.com](mailto:yann.kulp@nexteraenergy.com) | M: 847-271-2813

[www.linkedin.com/in/yannkulp](https://www.linkedin.com/in/yannkulp) | Twitter @YKulp



06/2018 - current      Co-founder & Head of Business Development – eIQ Mobility, a NextEra Energy Company

Co-founder of eIQ Mobility and leads business development with focus on building a pipeline of large U.S. fleet clients, utilities, auto manufacturers, and fleet management companies for the EValute™ cloud-based EV fleet planning & analysis platform. Yann provides project management for client projects.

01/2017 – 06/2018      Head of Electric Mobility Strategy , Schneider Electric (Chicago)

Led strategy development, execution & partner/M&A pipelines for North America operations with a focus on Transportation Electrification and Contractor Digitization. Yann defined the market growth trajectory, and worked across businesses and clients to accelerate the significant charging infrastructure solution suite.

### Schneider Electric

- 2012 – 2017                      VP SmartSpace USA
- 2008 – 2012                      Director Marketing Comm, LifeSpace EMEAS (HQ - Paris)
- 2006 – 2008                      Strategy & Business Development Manager – LifeSpace North America
- 2004 – 2006                      Residential Business Development Manager North America

### Legrand, global specialist in electrical and digital building infrastructures

- 2000-2004    Product Manager for residential wiring device lines for North America, ~ \$100 M line
- 1996-2000    Product Manager for retail, Europe, ~ \$30 M line
- 1992-1996    Sales Engineer: specifiers & consulting engineers in Northern France sales region.

## EDUCATION & COMMUNITY ENGAGEMENT

- 2014    Accelerated Sales Performance - Northwestern University - Kellogg
- 2009    Strategic Marketing Management – University of Chicago - Booth
- 2007    Corporate Strategy – University of Chicago - Booth
- 2003    Executive MBA – Whitman School of Management – Syracuse University, NY
- Automotive Fleet & Leasing Association: board member, [www.afla.org/](http://www.afla.org/)
- Jackalope Theater, Chicago: board member [www.jackalopetheatre.org/](http://www.jackalopetheatre.org/)
- Past: French-American Chamber of Commerce: board member [www.facc-chicago.com/](http://www.facc-chicago.com/)
- Past: CABA: chair of the Connected Home Council [www.caba.org/](http://www.caba.org/)



## Bid Response Summary

**Bid Number** RFP 5419-21  
**Bid Title** Green Fleet (EV and Bio-Fuel) Implementation Plan Development  
**Due Date** Monday, June 14, 2021 3:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Frontier Energy  
**Submitted By** Chris White - Monday, June 14, 2021 10:48:55 AM [(UTC-08:00) Pacific Time (US & Canada)]  
 cwhite@frontierenergy.com 9168701431

### Comments

### Question Responses

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	1
	2	Proposer has read and acknowledges compliance with Terms and Conditions. If answer is "NO", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	YES
	3	Proposer has read and understands the Request for Proposals document.	YES
	4	Proposer acknowledges agreement with Paragraph 4.4 Award/Rejection of Proposal/Contract.	YES
	5	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	YES
	6	Proposer acknowledges that proprietary information must be on separate page(s) from Proposal document and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	YES
DOCUMENTS TO UPLOAD:			



1	<p>Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.</p> <p>FrontierEnergy_GreenFleet_Response.pdf</p>
2	<p>Upload Addenda documents if applicable and was not included in uploaded Proposal document. Combine documents as needed. Only one document can be uploaded in this line item.</p>
3	<p>Upload Proprietary information if applicable. Keep Proprietary information separate from Proposal document and clearly identify document as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements. Combine documents as needed. Only one document can be uploaded in this line item.</p>
4	<p>Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.</p>



## PROPOSAL

### Green Fleet (EV and Bio-Fuel) Implementation Plan Development

RFP 5419-21

June 14, 2021

Prepared for



FRONTIER ENERGY, INC.  
12949 Alcosta Blvd., Suite 101  
San Ramon, CA 94583-1323  
Contact: Chris White  
(916) 371-2899  
[cwhite@frontierenergy.com](mailto:cwhite@frontierenergy.com)

June 9, 2021

City of Spokane

Thea Prince

RFP 5419-21

Green Fleet (EV and Bio-Fuel) Implementation Plan Development

Dear Ms. Prince:

Frontier Energy, Inc. welcomes this opportunity to submit a proposal for Green Fleet Plan Development. Frontier Energy is a C Corporation and will perform work from our office in West Sacramento, California. None of our 140 staff have been employed by the City of Spokane. If awarded the contract, we will comply with all the terms and conditions outlined in the Request for Proposal.

Frontier will provide services in partnership with DKS Associates, an employee-owned firm that will conduct work from its Seattle, WA office, and eIQ Mobility, a NextEra Energy Resources Company, that will perform work from its San Francisco, CA office. Neither of our partners have staff that were employed by the City of Spokane.

The project team has a long history of working with municipalities on fleet transition and implementation programs. We know and understand Washington's regulations, the approval processes in city governments, and that fleet and facilities managers juggle multiple conflicting priorities. We aim to make fleet transition planning as simple as possible for the city staff and easy to understand for elected officials and residents.

Frontier Energy has the experience, technical and communication skills, qualifications, and resources necessary to successfully provide the services in the RFP. Our Sacramento office, led by Chris White, is home to our Transportation division, which has successfully executed programs for alternative transportation for 20 years.

We look forward to working with the City of Spokane on this important and time sensitive program.

Sincerely,

A handwritten signature in blue ink, appearing to read "Larry Brand".

Larry Brand

President | Frontier Energy, Inc.

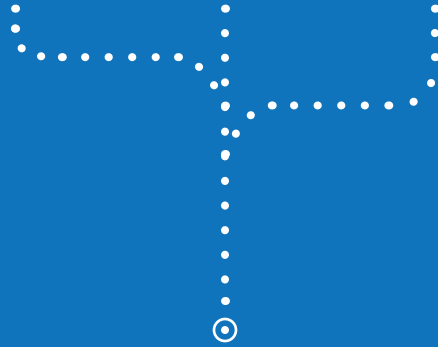
510-210-0371 | [lbrand@frontierenergy.com](mailto:lbrand@frontierenergy.com)

Contact: Chris White, Sr. Manager

(916) 371-2899; [cwhite@frontierenergy.com](mailto:cwhite@frontierenergy.com)

(Ms. White is authorized to submit and negotiate this proposal on behalf of Frontier Energy, Inc.)

# Technical Proposal



*"They're easy to work with. One of the best contractors I've worked with. They're good at bringing in partners with stations, municipalities, and other entities."*



# Technical Proposal

Our team is ready to hit the ground running. The project team of Frontier Energy, DKS Associates, and eIQ Mobility has a long history of working with cities and counties on initiatives and implementation plans to transition fleet vehicles to alternative fuels. The three companies work together on other projects and have an excellent rapport.

**Frontier Energy has 20 years of experience with green fleet analysis** and working with the U.S. Department of Energy's Clean Cities program on education and outreach to fleet managers about alternative and zero emission vehicles and fuels. Frontier is licensed to do business in Washington and well versed in adopted and pending regulations for clean fuels, clean energy, and vehicle electrification. DKS Associates has staff based in Spokane and will provide boots-on-the-ground project support.

The team will create a Green Fleet Action and Sustainability Plan to transition the City of Spokane's light-duty fleet to electric vehicles and identify opportunities to transition medium- and heavy-duty vehicles and off-road equipment to electricity and biofuels. The plan will include supporting fueling/charging infrastructure, energy generation, and storage.

The plan will comply with RCW 43.19.648 and RCW 43.325.080 and related ordinances and documents, and allow flexibility for technology innovations and regulatory changes. Reporting throughout the project and at the end will identify strategic investments that the City can make to transition its fleet and support other initiatives for sustainability, innovation, health, safety, and workforce development.

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## OUR PROCESS

1. Meet with all stakeholders and collect data about current and planned vehicles, current and planned domicile facilities, and other City policies and priorities.
2. Clean and validate the data. If data is missing, we fill gaps by meeting with the City's team or using assumption data developed from other projects.
3. Identify vehicles/vehicle classes that can feasibly be electrified by 2030, those that can be transitioned to a biofuel by 2030, and those that do not need to be replaced before 2030. We will deliver a year-by-year vehicle transition plan to the City in September 2021 for City Council adoption as required by regulation.
4. Identify the infrastructure needed to support the vehicles, including how charging will impact facility energy use and strategies to mitigate higher capital and energy costs. We will deliver a written plan about charging stations, biofuel supply, distributed energy resources, and other recommended equipment that includes capital and O&M costs and confirm the recommendations with City staff.
5. Identify potential sources of funding for infrastructure and vehicles, which will likely include potential revenue from utility tariffs and demand management programs and potential Low Carbon Fuel Standard credits in addition to incentives and rebates.
6. Prepare the Green Fleet Action and Sustainability Plan, which is a 10-year procurement plan that also shows how fleet transition aligns with other City goals and priorities, and includes calculations, maps, and language that the City can use in grant and incentive applications. This plan will be provided by January 31, 2022.

## Task 0: Kick-off Meeting

Frontier Energy's Chris White will have prime responsibility and authority for the work. To ensure the project runs as smoothly as possible and meet requirements for reporting, data transparency, and accountability, she will schedule and facilitate a project kick-off with City staff and key staff from our project partners, DKS Associates led by Mike Usen and eIQ Mobility led by Yann Kulp. Prior to the meeting, Ms. White will send a list of questions and data needs that are listed in Task 1 and Task 3 to make the most of City staffs' valuable time.

During the project management portion, we will discuss the invoicing and the City's communication preferences. We'll review the scope of work to ensure agreement about expectations, the format of deliverables, and the review process. We will clarify roles and responsibilities from City staff and the project team and identify if additional stakeholders need to engage in the project.

During the data intake portion, we will collect information about the fleet and facilities, and cover the following items:

- Timelines and deadlines that must align with other issues (e.g., fiscal years, pending regulations, expiration of rebates, Council meeting dates)
- Resources and information that the City already has and those that the team will need to source
- Parameters for vehicles and fuels, such as federally owned vehicles, leased facilities, and interest in participating in pilot programs and/or R&D projects
- Data points that the City or other stakeholders would like for reporting or program decisions that are in addition to those in the RFP
- Fleet, City, and Council priorities and policies (e.g., reducing fleet total cost of ownership (TCO), greenhouse gas (GHG) reduction, improving safety, integrating new technology)
- Method of calculating TCO and determining out-of-cycle replacement, which may include procurement expenses and staff support
- Current processes and contracts for fuels (e.g., private fuel station, long-term CNG contract)
- Current vehicle electrification plans, including established contracts with EVSE and vehicle providers
- Baseline energy use at facilities/parking areas, existing electric and natural gas use and rates, and planned changes that might include moving to a 100% renewable plan or adding solar and/or battery storage
- Understanding of City approval/procurement processes (e.g., requirements for competitive bids, public input, council or commission approval)
- Current and planned participation in incentive programs and pilot projects

At the end of the meeting, we will schedule a regular project meeting (bi-weekly or monthly), schedule meetings with department heads as needed, and create an action plan for obtaining missing information.

Within three business days, Frontier will provide a meeting summary with action items and assignments and a program management plan with deliverable due dates and milestones. The plan will include templates for project deliverables and progress reports.

Frontier will set up a shared Microsoft Teams "team" and document folder to ensure all partners have access to timelines, reports, and deliverables. If the City prefers a different platform for collaboration, Frontier will accommodate that choice.

**Task Deliverables:** Meeting summary, program management plan, templates for deliverables and progress reports

## Task 1: Analyze and Profile the City's Fleet

The team will coordinate with City staff to obtain data of each fleet vehicle and its operations to map each vehicle to potential replacement candidates, determine if the replacement candidates can meet the current vehicle's range requirements, and create a total cost of ownership (TCO) comparison.

To assess the current fleet, the team will collect the information in Table 1. The table shows alternative data if the desired information isn't available.

Table 1: Vehicle Data Collection

Desired Vehicle Information	Alternative #1	Alternative #2
Vehicle ID/VIN, make, model, model year, vehicle type/class, fuel type, owned or leased	Vehicle ID, make, model, vehicle type/class, fuel, owned or leased	Make, model, vehicle type/class, fuel, owned or leased
Date vehicle placed into service	Blank if no schedule	
Original cost, expected surplus proceeds, and budgeted replacement cost	Original cost and budgeted replacement cost	Original cost or budgeted replacement cost
Scheduled replacement date	Estimated life cycle (years or miles)	Blank if no schedule
Assigned division	Assigned department	Specific vehicle use case
Vehicle dwell times by address	Addresses where vehicles park during the day; vehicle overnight domicile address	Domicile address
Daily duty cycle: days of the week, hours in operation, average miles, driver assignment	Weekly duty cycle: days of the week, hours in operation, average miles, driver assignment	Assumption data for vehicle class from team
Fuel data or telematics data	One year of data from each vehicle	Assumption data from team
Annual O&M cost: fuel, maintenance, insurance, licensing, fuel infrastructure	Annual O&M cost: subset	Assumption data from team
Special equipment or configuration (e.g. liftgate, genset, license plate reader, paratransit, 4WD, snow plow)	N/A	N/A
Yes/No to indicate vehicles used for emergency preparedness, response and or recovery; public safety; hazardous materials transportation	N/A	N/A

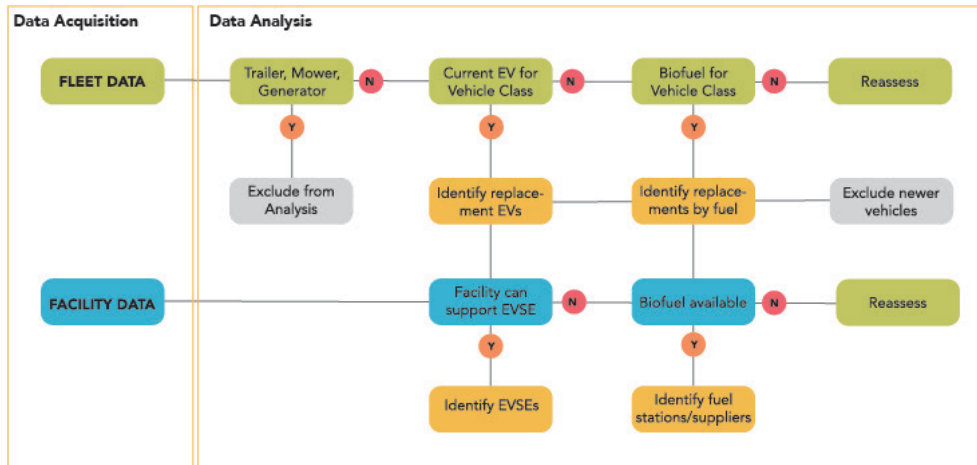
To identify on-road vehicles that can be replaced with electric vehicles, eIQ will use its EValueate™ tool. eIQ will:

- Transform data about the City's current vehicles to the eIQ standard format and upload to EValueate. Validate the data and confirm with the fleet manager.
- Customize up to three duty cycle scenarios (light, medium, and heavy).



Figure 1 illustrates the approach to evaluating the current fleet.

Figure 1: Fleet evaluation methodology

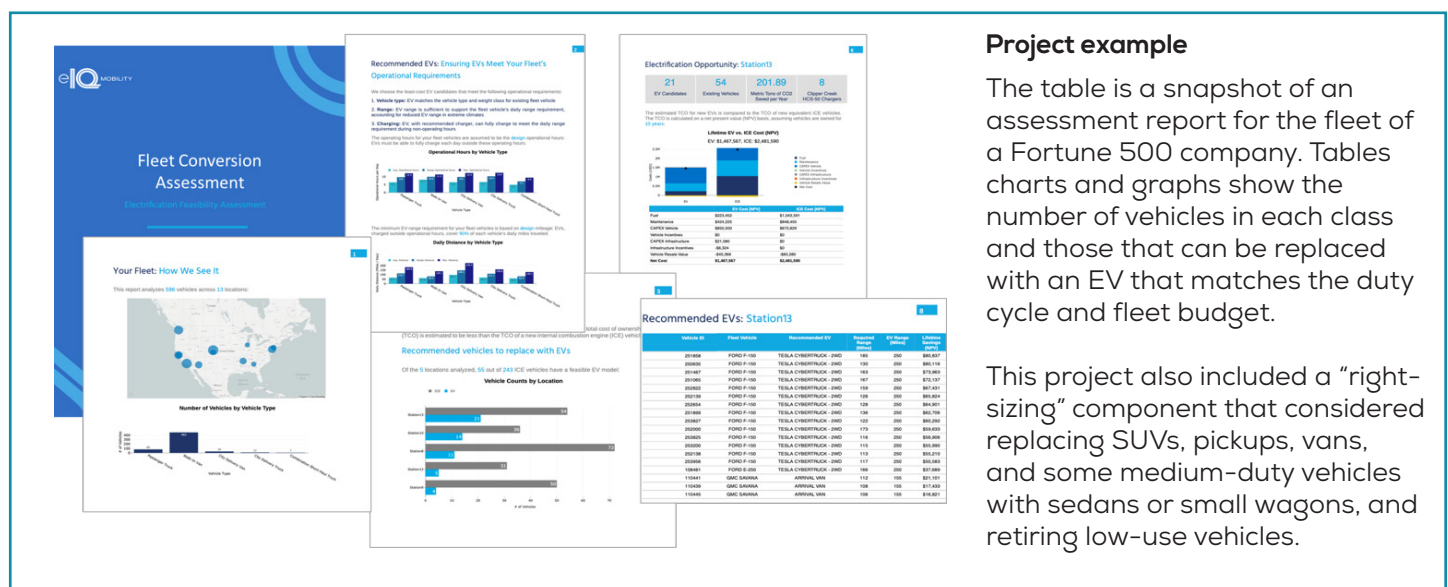


For the vehicles for which an electric counterpart is currently not available, Frontier Energy will use its database of zero-emission vehicles and experience with natural gas, propane, and renewable diesel to identify replacement vehicles. Based on the City's current inventory, we anticipate several of the truck and van classes can be cost-effectively electrified by 2030, others can be replaced with cleaner combustion engine vehicles that use a biofuel and are eligible for funding from a state or federal source. Frontier can recommend emerging electric vehicles like refuse trucks, dump trucks, and 4x4 pick-ups that the City may want to evaluate before committing to procurement.

Frontier Energy will also recommend options for the GO-4 scooters, motorcycles, and off-road utility vehicles. Some of these can be easily electrified, others have suitable propane options, and others can use renewable diesel.

### Task Deliverables:

- EV assessment report—recommendations for vehicle classes that can be replaced with electric/electrified vehicles by 2030 based on lowest-cost EVs that meet the duty cycles of existing vehicles, including effects of cold climates on battery range and recharge time.
- Biofuels assessment report—recommendations for vehicle classes that can use biofuels or be replaced with biofueled vehicles by 2030 based on lowest-cost vehicles that meet the duty cycles of existing vehicles, including reduced fuel efficiency and longer fueling times, as applicable.



### Project example

The table is a snapshot of an assessment report for the fleet of a Fortune 500 company. Tables charts and graphs show the number of vehicles in each class and those that can be replaced with an EV that matches the duty cycle and fleet budget.

This project also included a “right-sizing” component that considered replacing SUVs, pickups, vans, and some medium-duty vehicles with sedans or small wagons, and retiring low-use vehicles.



## Task 2: Vehicle Replacement Plan

Using the outputs from Task 1, the team will create a document by September 2021 that the City can adopt by December 31 to show a transition so that 100% of publicly owned vessels, vehicles, and construction equipment are operating on electricity or biofuel by 2030.

The document will have a vehicle replacement schedule (Task 1 deliverables) based on expected vehicle retirement dates and anticipated availability of a zero-emission and biofuel vehicles and, for some vehicles, may include an option between an EV and a biofuel so that the City can choose a compliance path.

This will be delivered by the end of September 2021 to enable City Council to adopt the plan and comply with the regulation.

The document will show:

- Procurement years for new vehicles by class and duty cycle
- Recommended makes, models, and fuel types
- Cost based on the City's existing procurement practices
- Anticipated rebates, incentives, and tax credits (if applicable)

The report can also note the vehicles that are not due for replacement by 2030 or for which an electric or biofuel vehicle is not currently available or announced, which may apply to some off-road equipment, specialized trucks, and vehicles that transport hazardous materials.

### Task Deliverables:

- Vehicle replacement plan—recommendations for vehicles that can be replaced so that 100% of publicly owned vessels, vehicles, and construction equipment are operating on electricity or biofuel by 2030

#### Project example

The table is a snapshot of the City of Berkeley's transition report that shows the numbers and types of EVs to procure each year for one department and a cost based on Berkeley's existing procurement agreement. The City does not have central procurement and similar tables were produced for each department.

Year	Nissan Leaf Plus @ \$34,256	Chevy Bolt @ \$30,167	Mitsubishi Outlander PHEV @ \$36,295	Potential rebate	Total Estimated Vehicle Cost
2020	\$34,256 (1)			(\$2,500)	\$31,756
2021*	\$428,190 (12)	\$512,839 (17)	\$108,885 (3)	(\$72,500)	\$977,414
2022	\$171,280 (5)	\$150,853 (5)	\$290,360 (8)	(\$25,000)	\$587,475
2023	\$102,768 (3)	\$30,167 (1)			\$132,935
2024	\$137,024 (4)		\$36,295 (1)		\$173,319
2025	\$137,024 (4)				\$137,024

## Task 3: Develop an Alternative Fuel and Charging Infrastructure Plan

### 3a: Charging Plan

DKS has worked with multiple West Coast municipalities and transit agencies to evaluate their facilities and plan for charging infrastructure to support electrification of their fleets. DKS developed tools to evaluate the costs of various charging strategies and the annual operating costs of each strategy to help fleets see the return on investment for electrification. Most recently, DKS used these tools on fleet electrification planning projects for the City of Seattle (WA), King County (WA), Alameda County (CA), Oakland (CA), and other municipal fleets.

During data collection at project kick-off, the team will collect the following information with alternatives for when the desired information isn't available.

Desired Facility and Fuel Information	Alternative #1
Fueling infrastructure owned, leased, and planned (gasoline, diesel, propane, natural gas, EVSE)	N/A
Locations of vehicle domiciles	N/A
Facility ownership	N/A
Output of onsite PV	Picture of the PV panels
Existing or planned EVSE	N/A
Planned facility changes that may affect future use or power consumption.	N/A
Usage data from existing EVSE and other fueling infrastructure	N/A if no existing EVSE or private fuel stations
Utility service provider contact information	N/A

DKS will use the EV assessment report to estimate vehicle electric loads and charging needs at each fleet domicile using the following steps:

- Extrapolate charging requirements from the data, reports, and interviews and calculate associated electrical loads and estimate charging infrastructure costs based on site averages. This includes each city's existing and planned EVSE purchasing agreements and procurement contracts.
- Consider other factors that may include available electrical service capacity to serve each domicile, the fee structure of expanding electrical service per kWh, and known fixed costs in supplying additional electrical service if projected loads from new chargers exceed capacity.

With this information, DKS will use two tools developed specifically for fleets to evaluate the electrical demands of multiple vehicle classes to inform selection of charging infrastructure based on vehicle range, battery size, and dwell time for charging. DKS will develop a timeline for implementation that includes construction package development, bids from qualified installers, construction, and commissioning.

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### DKS Charging Strategy Cost Evaluation Tool

The tool uses five strategies to determine the most cost-effective way to charge EVs at each fleet depot:

1. Dedicated level 1 and 2 chargers
2. Dedicated level 2 chargers using load management
3. Shared level 2 chargers
4. Shared DC Fast Chargers
5. Mobile level 2 chargers

The tool determines the numbers of needed EVSE by type based the expected charging demand of the EVs and then calculates comparative project costs based on inputs that include facility electrical capacity, costs for make-ready infrastructure, charger purchase, and installation.

### DKS EVSE Operational Cost Evaluation Tool

The tool calculates annual operating costs via dynamic cost modeling. The tool considers multiple inputs that include electricity rate structure and consumption, electricity demand and time-of-use charges, equipment depreciation and maintenance, parking revenues, network fees, and labor for facility staffing. It can also estimate cost recovery by participating in credit programs and revenue from public charging.

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## 3b: Biofuel Plan

Frontier Energy has worked with Clean Cities Coordinators and fuel providers nationwide to plan for integration of biofuels, renewable natural gas, renewable propane, and renewable diesel. In this task, Frontier Energy will use the biofuels assessment report (Task 1) to estimate the quantities of each biofuel needed annually.

Revised Code of Washington 19.112.010 and 43.19.643 defines biofuel as “mono alkyl ester of long chain fatty acids derived from vegetable oils or animal fats for use in compression-ignition engines.” Under this broad definition, renewable diesel is considered biofuel. Additionally, RCW 43.325.010 extends biofuel to renewable LNG and CNG derived from biogas. If the Low Carbon Fuel Standard is signed into law, it will likely change RCW 43.19.648 to focus on low-carbon fuels, essentially eliminating crop-based ethanol and biodiesel blends and adding renewable “green” hydrogen.

This portion of the report will show multiple adoption pathways that gives the City flexibility to comply with changing regulations and adopt the most cost-effective fuels to comply with the regulations. The report will give estimated costs for obtaining new fuels or building fueling stations for fleet-only or shared use.

### Task Deliverables:

An EV infrastructure plan that includes:

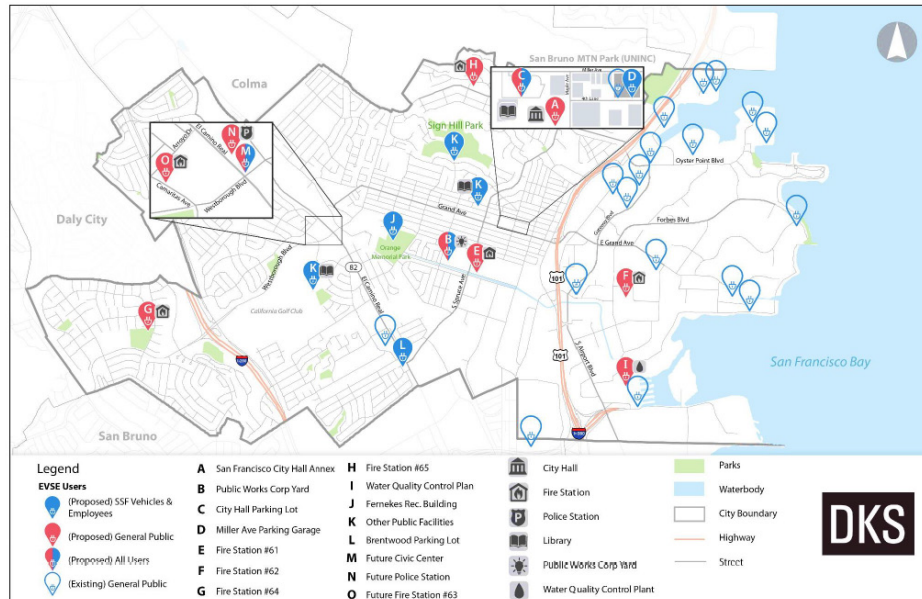
- Recommended charging strategy including type of EV charging station and vehicle to charger ratio, and load management
- The estimated project cost per fleet facility, including charger purchase and installation including anticipated electrical upgrades
- Recommendations for shared charging with employees and the public (if feasible)
- Recommended implementation phasing timeline for charging system installation
- Anticipated rebates, incentives, and tax credits (if applicable)
- Timeline for Construction Package Development (CPD) for each site

A biofuel that includes:

- Fueling station needs (e.g., drop-in fuel, build new station, use off-site station)
- Recommended year of transition

### Project example

The map is an electrification plan for the City of South San Francisco. Initially, the City planned to charge light-duty fleet vehicles. Data collection and analysis showed opportunities to share the EVSEs with employees at some locations and with the public at other locations, which helped achieve several other City goals.



## Task 4: Funding Strategies

This summary report will identify potential sources of funding from state and federal grants and incentives, and from utility incentives for charging stations and RNG. With input from City staff, we can also identify potential funding and income from participating in demand management programs, offering fee-based charging for employees and/or the public, or participating in R&D projects.

### Task Deliverable:

- Summary of near-term funding opportunities

## Task 5: Green Fleet Implementation Plan (Final Report)

The team will use all reports and deliverables to develop a formalized Green Fleet Implementation Plan that is aligned with City commitments and goals. The plan will address upcoming and subsequent procurement cycles to ensure fiscally responsible procurement and deployment. A high-level outline of the core elements of the Implementation Plan is provided below and will be adjusted based on discussions with City staff.

1. Overview of City Goals and Policies
  - a. Key motivating factors for Green Fleet adoption
  - b. An overview of green vehicle and fuel options
2. Summary of City Fleet and Facilities
  - a. Current fleet demographics
  - b. Fleet procurement cycles
  - c. Operational requirements and considerations
3. Summary of Recommended Green Fleet Deployment Actions
  - a. Vehicle procurement plan through 2030
  - b. Fleet right-sizing
  - c. Vehicle and infrastructure procurement cycles
  - d. Facility considerations
  - e. Infrastructure deployments
  - f. Actions to address identified barriers
  - g. Summary of annual cash flows by facility or department and net total costs/savings to the City (if desired)
4. Appendices containing outputs from tasks

## Optional Tasks

As the City of Spokane moves its fleet toward zero- and near-zero emission vehicles, and seeks to implement elements of the Sustainability Action Plan, Frontier Energy, DKS Associates, and eIQ can provide additional assistance to City staff and departments. Each company has extensive experience with these tasks and can perform them cost-effectively. These tasks are not included in the project timeline or cost proposal.

Create a vehicle-by-vehicle replacement schedule: The schedule gives a detailed timeline and budget to replace every vehicle through 2025 to make maximum use of incentives and rebates for light-, medium- and heavy-duty vehicles. It can also recommend specific vehicles for evaluation and pilot programs.

Evaluate each facility for the potential capacity for electrification: Accompanied by City electrician, a DKS engineer will inspect parking layout, parking garage or lot operations, electrical rooms or vaults, panels, transformers and identify potential conduit routing and charger placement for detailed cost analysis and conceptual charging infrastructure design.

Evaluate each facility for back-up power needs: This includes calculating needs and costs for generators to serve the load of charging stations to provide reliability and resilience.

Evaluate charger sharing: DKS will evaluate the feasibility of sharing charging infrastructure with employees and the public when not in use by City fleet vehicles. This task also helps address Goal 3 in the Sustainability Action Plan to increase the adoption rate of Zero Emission Vehicles. DKS can also evaluate the opportunity to combine charging stations for cars with docking stations to charge electric bikes and scooters.

Annual reassessments: For clients with longer electrification journeys, eIQ can reassess customer fleet electrification analyses annually as additional EVs and new incentives become available or as energy costs change.



Create conceptual charging infrastructure designs: DKS uses a standardized user-friendly template, as shown below, to document existing conditions, analyze multiple scenarios, and recommend charging equipment, power, communication and civil engineering, and identify potential risks and challenges at each facility.

CHINDOOK BUILDING

EXISTING CONDITIONS

ADDRESS

401 Fifth Avenue Seattle, WA

SITE DESCRIPTION

Ally-accessed 2-level garage in lower 1.5 floors of downtown mid-rise office building.

ELECTRICAL CAPACITY

Total Capacity: 1.66 MVA

Available Capacity: 332.5 kVA

LOCATION OF POWER SUPPLY

The main switchboard (MSB-A) which operates at 480V service is in the electrical room on parking level B. Two breaker spaces are available. The main breaker in MSB-A is 2500A.

ANALYSIS

A total of 16 medium duty ICE vans and trucks and 19 ICE cars needs to be replaced by comparable class EVs. The daily required EV energy was calculated by comparing existing vehicle duty cycle with replacement EV battery range.

REQUIRED ELECTRICAL LOAD AND COSTS PER CHARGING SCENARIO

CHARGING SCENARIO	ELECTRIC LOAD	COST
DEDICATED L1 & L2	145.75 kVA	\$455,200
DEDICATED L2 WITH LOAD MANAGEMENT		\$538,400 (Blink)
		\$384,100 (ChargePoint)
	90.75 kVA	\$449,200 (Power-Flex)
		\$591,700 (ChargePoint)
		\$419,500 (Cyber-Switching)
SHARED L2	115.50 kVA	\$277,100
SHARED DCFC	187.50 kVA	\$271,600

CHINDOOK PARKING GARAGE - CONCEPTUAL PLAN PARKING LEVEL - B

CHINDOOK PARKING GARAGE - CONCEPTUAL PLAN PARKING LEVEL - C

DESIGN RECOMMENDATIONS

POWER

To power EVSE, a 150A breaker needs to be installed in one of the two available spaces in MSB-A. Ceiling mounted conduit to be punched through the sheetrock wall separating electrical room from parking level B.

Install a floor-mounted transformer (to step down from 480/277V to 120/208V), and a wall mounted sub-panel in parking level B. See attached exhibit for more details.

COMMUNICATION

The cellular reception in the parking garage is poor. An additional antenna on the outside or GPS sim-card may need to be installed in the sub panel during the construction phase. Coordination will be needed with the EV charger vendor on the options on how to increase the strength of the antenna in the parking garage.

CHARGING EQUIPMENT

The following quantities of 7.2 kW smart L2 chargers are recommended:

1 x Single-cord pedestal mounted charger

1 x Dual-cord pedestal mounted charger

12 x Single-cord wall-mounted chargers

10 x Dual-cord wall-mounted chargers

CHARGING STALL LOCATIONS

The parking stalls to be upgraded for EV charging should be located close to the electrical room. 18 of these including 1 potential ADA stall should be on parking level B and 17 on level C (2 existing and 1 potential ADA stall). See attached exhibit for more details.

LIGHTING

Adequate lighting is available in the parking garage. No additional lighting required.

SECURITY AND ACCESS

Protective bollards should be erected around the step-down transformer and wall-mounted electrical sub-panel for protection against vehicular damage.

CONDUIT INSTALLATION APPROACH

A combination of wall-mounted and ceiling-mounted conduit installation will be required including punching through sheetrock to connect the electrical panel in the electrical room to the chargers on both floors of the garage.

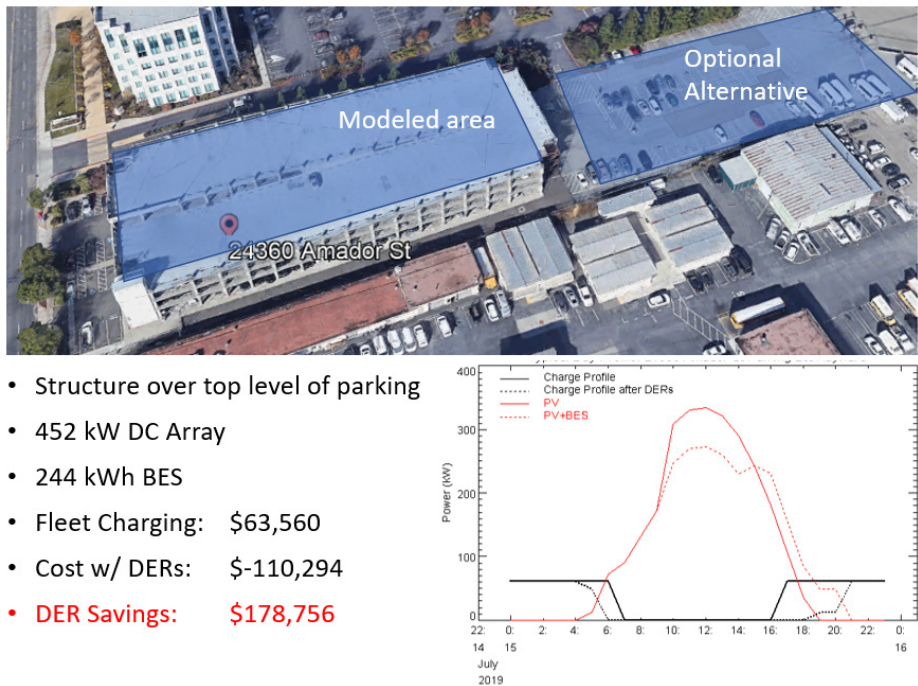
CHALLENGES AND RISKS

CHALLENGES/ RISKS	DESCRIPTION
ELECTRICAL	None. Spare capacity and breaker slots available.
CIVIL	None
OPERATIONAL	None. Garage accessed by King County staff only.
OTHERS	None

DKS

KING COUNTY PHD CHINDOOK BUILDING SITE ASSESSMENT

Evaluate facility energy use: Frontier Energy analyzes hourly electrical loads at each facility and calculates the additional energy from charging EVs to identify electrical demand and peak energy use. Using satellite images, Frontier models the potential for solar PV (existing, additional, and new) and battery energy storage systems to offset facility energy use. Costs of solar and storage are compared to energy use to determine cost effectiveness, as shown below.



Demand management and energy bill savings forecasting: eIQ can perform demand management and energy bill savings forecasting based on charger selection and local utility rates. It can allow the customer to tightly forecast the charging energy costs, and potentially adjust route behavior to lower energy costs.

## Administration/Progress Reports

The draft schedule in the Gantt chart anticipates a July 2021 start date. Actual dates of activities and deliverables may be adjusted after the kick-off meeting as part of the implementation plan.

The team anticipates a six-month project that starts with a major deliverable due in September and a final report delivered in January 2022. Frontier Energy successfully delivers projects under tight timeframes such as this.

To ensure the project runs as smoothly as possible and meets stakeholders' requirements for reporting, data transparency, and accountability, Frontier:

- Schedules and facilitates a project kick-off meeting to discuss the overall project management approach that includes invoicing, communication preferences, and a schedule for project management meetings. We'll review the project goals and objectives, scope, and deliverables to ensure agreement about the expectation and format of deliverables.
- Provide the program manager with a program management plan that describes project goals and objectives, lays out deliverable due dates and milestones, and establishes a schedule for project meetings/updates. The plan includes templates for project deliverables and progress reports.
- Set up a shared Microsoft Teams "team" and document folder to ensure all partners have access to timelines, reports, and deliverables. If the City prefers a different platform for collaboration, Frontier will accommodate the City's choice.

Several of the tasks in this project overlap, with one task requiring data from a previous task to complete. However, tasks can be started simultaneously. Frontier Energy, DKS, and eIQ use task-oriented "strike teams" to complete the work effectively and efficiently on the City's timeline. Each strike team works on separate elements of the project. The project manager works with each team separately and ensures that results from one team are incorporated in all models and assumptions.

## PROJECT TIMELINE

### • DATA COLLECTION

Collect and validate data about fleet vehicles, domicile facilities, and fueling stations

### • REPLACEMENT PLAN

Document that shows transition electricity or biofuel by 2030

### • INFRASTRUCTURE

Site-by-site EV charging plan and fuel-by-fuel biofuel plan

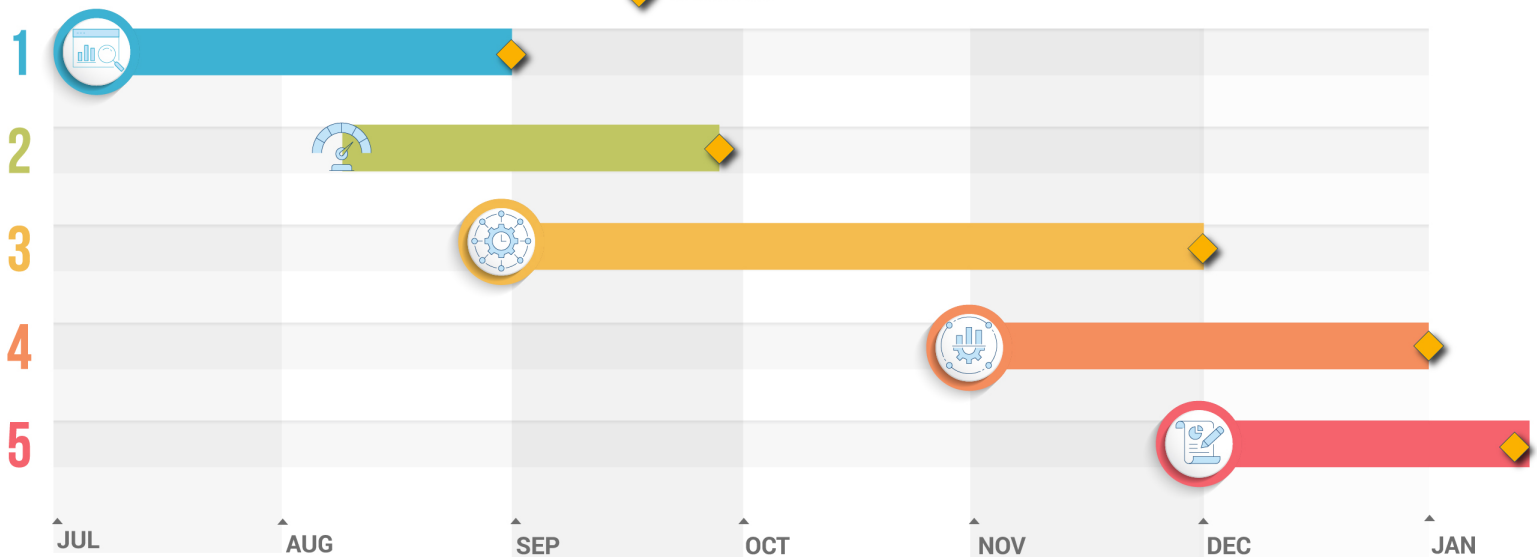
### • FUNDING STRATEGIES

Summary of incentives, rebate, and grant opportunities

### • FINAL REPORT

Comprehensive procurement report

◆ Deliverable



Frontier, DKS, and eIQ have efficiently and effectively implemented infrastructure planning and prioritization blueprints, roadmaps, and reports for transportation and energy efficiency programs. Frontier and DKS frequently work together on fleet prioritization projects and have established processes for work planning and communication.

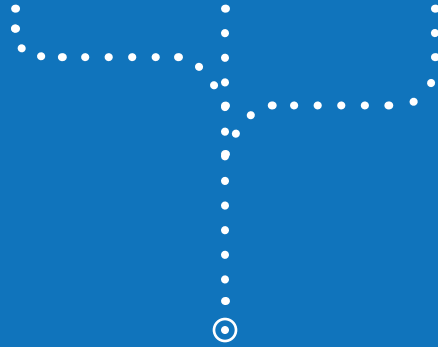
Frontier Energy uses management controls to organize the program management practices to 1) assign and track work progress, 2) accomplish budget objectives through expense tracking and procurement practices, and 3) maintain clear communications to execute work. Goals are accomplished through setting a clear expectation of work assignments, organizing teams, and providing progress tracking.

The Frontier team has extensive data sets from past projects and models that we developed for other infrastructure programs. When data is not available, the team uses proxy data based on published research and comparable projects.

Frontier, DKS, and eIQ use existing, vetted modeling tools for analysis. Our tools consider data and human behavior to conduct diagnostic analysis (what happened and why) and a variety of assumptions for predictive analysis (what will happen in the future). Our analysis anticipates outliers, like travel behavior due to COVID and includes assumptions about population growth, changes in the economy, and technology improvements.



# Management Proposal



*“Frontier staff are diligent about answering technical questions. They get answers, whether from current expertise or their willingness to research a subject.”*



## Knowledge and Expertise

For more than 30 years, **Frontier Energy** has designed, implemented, and administered innovative programs focused on clean energy and new transportation. Our clean vehicle projects include public outreach and education, infrastructure planning, vehicle pilot programs, public policy, incentive design, and deployment planning. Since 2000, Frontier Energy has provided all staffing and operation for the California Fuel Cell Partnership, a public-private collaborative that leads the world in deployment of fuel cell electric vehicles and hydrogen stations.

Frontier Energy has completed multiple fleet deployment plans for light- and heavy-duty vehicles, and partnered with its parent company, GTI, on projects to deploy CNG, RNG, and renewable diesel stations on alternative fuel corridors. Frontier and GTI also run pilot programs for alternative fuel trucks at California ports and are just launching a pilot program with a zero-emission locomotive. On behalf of the U.S. Department of Energy and Clean Cities, Frontier has developed best practices guides and toolkits about charging infrastructure and hydrogen stations, completed a report about the viability of renewable diesel, and conducted a series of webinars about renewable natural gas and propane.

Frontier Energy, Inc. is a C Corporation headquartered in San Ramon, California and has never had a contract terminated for default. Frontier Energy has 140 employees in eight offices in California, New York, Minnesota, and Texas who can support the scope of work.

**DKS Associates** is an employee-owned transportation planning and engineering firm of 145 professionals with offices in Portland and Salem, OR; Oakland, Sacramento, and Anaheim, CA; Seattle, WA; and Austin, TX. DKS provides a range of smart mobility services along with the more traditional transportation services we have been successfully providing clients for four decades. As mobility and our climate change, we strive to advance the goal of reducing mobile-source greenhouse gas (GHG) emissions as well as to improve the resiliency of vital transportation infrastructure to the impacts of climate degradation.

One of the most measurable ways we help clients reduce GHG emissions is through our comprehensive suite of Electromobility planning and design services. DKS plans municipal-scale EV charging programs and designs site-scale charging infrastructure, assisting clients with financing and permitting. DKS' Electromobility infrastructure services include planning and design for public and transit agency fleet electrification, charging infrastructure master planning and charging infrastructure siting and design.

**eIQ Mobility**, a subsidiary of NextEra Energy Resources, is a data and software company building the trusted platform that drives vehicle fleets into a smart, electric, and cost-effective future. eIQ Mobility was founded in 2018 in response to the unique roadblocks that corporate leaders face in electrifying their fleet, starting with identifying where and how to electrify. Based in San Francisco, California, the team consists of highly skilled data scientists, software developers, and experts in energy optimization, utilities, EV, and finance.

Evaluate, eIQ Mobility's proprietary fleet electrification planning and optimization platform, provides fleets with data-driven, highly reliable fleet EV decision tools. eIQ Mobility has 30+ major customers, 120,000+ vehicles, 4+ million trips and over 350 million miles of data. eIQ Mobility is currently delivering EV feasibility assessments for the City of Houston, Harris County (TX), Fort Bend County (TX), and NRG. eIQ brings the experience of this project to provide the City of Spokane a trusted solution.

## Lead Staff

### Chris White, Sr. Manager

Chris has been with Frontier Energy since 2004 and works with advanced transportation. Under her supervision, Frontier Energy staff support clients by conducting extensive market research, developing print and digital marketing materials, conducting community and stakeholder outreach, and workforce development and training. Chris's clients include air districts, state and local government, associations, automakers, and utilities.

#### *Similar projects:*

- Sacramento EV Blueprint
- Sacramento Regional ZEV Readiness
- California Fuel Cell Partnership roadmaps
- East Bay Community Energy EV Fleet Transition
- Southern California Edison Charge Ahead guidebook



#### **Project Roles & Responsibilities**

- Vehicle analysis
- Biofuel planning
- Report writing

#### **Project Availability**

25% time July-January

### David Park, Program Engineer

David has 20 years of experience in sustainable transportation. As an expert on emerging advanced transportation infrastructure and drivetrains, he has a comprehensive understanding of the economic, technical, and environmental issues of alternative transportation technologies. He has advised public and private sector clients on integration of alternative transportation technologies into the existing framework. Dave joined Frontier Energy in 2018 and leads several fleet transition projects.

#### *Similar projects:*

- California Fuel Cell Partnership
- East Bay Community Energy EV Fleet Transition
- California Air Resources Board truck pilots



#### **Project Roles & Responsibilities**

- Project management
- Client communication
- Vehicle analysis
- Funding strategies

#### **Project Availability**

20% time July-January

## Mike Usen, Electromobility Practice Lead

Mike has dedicated his environmental planning career to the pursuit of environmental sustainability for nearly 30 years. He joined DKS 2017 and leads the company-wide electric vehicle charging infrastructure planning and design practice. Mike oversaw development of DKS' EVSE cost calculator and has completed 16 electromobility projects. He is well-known in the electromobility industry among other consultants, electric vehicle OEMs, charging networks and manufacturers, EV tech startups, shared mobility providers, electric utilities, etc. and is a frequent presenter at the many electromobility conferences he attends.

### *Similar projects:*

- City of Seattle EVSE Systemwide Assessment
- South San Francisco Charging Station Master Plan
- Sacramento EV Blueprint
- East Bay Community Energy EV Fleet Transition
- Assessment of Electric Vehicle Charging Infrastructure, King County
- King County Metro Non-bus Fleets to Zero Emissions
- City of Walla Walla Fleet Electrification

## Yilun Xu, Electromobility Engineer

Yilun has eight years experience with a variety of electromobility projects on which he applies both his engineering and his business analysis expertise. His specialization includes charging demand management, electrical utility rate analysis, credit planning, bi-directional charging planning and operational cost analysis.

### *Similar projects:*

- King County Metro Non-bus Fleets to Zero Emissions
- University of California Davis Campus Electric Vehicle Study

## Gurbir Antaal, Electromobility Engineer

Gurbir is an electrical and transportation engineer who brings six years of experience and a wide variety of skills relating to planning and designing electric vehicle (EV) charging infrastructure installation as well as power, traffic signal system and construction of lighting for highways and municipal/county roads. His experience also includes the design of other electric transportation infrastructure including illumination systems and traffic signals.

### *Similar projects:*

- UC Davis Campus Electric Vehicle Study
- City of Fremont Fleet Electrification Study
- East Bay Community Energy Municipal Fleet Electrification Study
- Assessment of Electric Vehicle Charging Infrastructure, King County

**DKS**

### **Project Roles & Responsibilities**

- Site feasibility
- Charging demand analysis
- Cost analysis

### **Project Availability**

25% time July-January

**DKS**

### **Project Roles & Responsibilities**

- Cost analysis
- Funding
- Utilization planning

### **Project Availability**

25% time July-January

**DKS**

### **Project Roles & Responsibilities**

- Cost analysis
- Site feasibility

### **Project Availability**

20% time July-January

## Yann Kulp, Director of Business Development

Yann is the co-founder of eIQ Mobility and leads business development and client management for the EValute cloud-based EV fleet planning & analysis platform. Prior to founding eIQ in 2018, Yann was the head of Electric Mobility Strategy for Schneider Electric and has five years of experience with vehicle electrification.

### *Similar projects:*

- Houston Light Duty Vehicle Fleet Assessment
- City of Portland Fleet Feasibility Assessment
- Consumers Energy Fleet Electrification Assessment



### **Project Roles & Responsibilities**

- Data collection
- Electric vehicle analysis
- EV transition

### **Project Availability**

10% time July-October

## Robert Spragg, Data Scientist

As the lead data scientist for eIQ, Robert brings six years of experience and a range of capabilities in mobility, clean energy, utilities, and strategy consulting. Robert has significant experience seeing projects to completion, managing diverse groups of stakeholders, and developing novel solutions to complex systems problems. At eIQ, Robert identifies, tests, and deploys new software packages (CI/CD) for eIQ's EValute model.

### *Similar projects:*

- Exelon Midwest Fleet Assessment
- FedEx Fleet Electrification Assessment
- Genetech Pharmaceuticals Fleet Assessment



### **Project Roles & Responsibilities**

- Data collection
- Electric vehicle analysis
- EV transition

### **Project Availability**

20% time July-October

Resumes are at the end of the proposal and estimated hours for each person are included in the budget form.

## 3b. Respondent's Experience

### Frontier Energy

Sacramento Metro Air Quality Management District  
Gina O'Neal, 916-874-2636, goneal@airquality.org  
777 12th Street, Suite 300, Sacramento, CA 95814  
Regional Plan for Zero-Emission Vehicle Deployment 2017-2020

### DKS Associates

City of Seattle, Department of Finance and Administrative Services, Capital Development & Construction Management  
Andy Ishizaki, 206-233-7809 andy.ishizaki@seattle.gov  
700 5th Ave, Suite 5200, Seattle, WA, 98104  
City of Seattle Electric Vehicle Supply Equipment Systemwide Assessment

### eIQ

Evolve – City of Houston  
Chris George, chris.george@evolvehouston.org  
1111 Louisiana Street Suite 4260. Houston, TX 77002  
Fleet Electrification Assessments for major Houston Fleets

The following table lists contracts that the program team has had during the last three years and how they relate to the services in this RFP.

Table 3 summarizes the project team's experience relevant to the services and deliverables in the RFP.

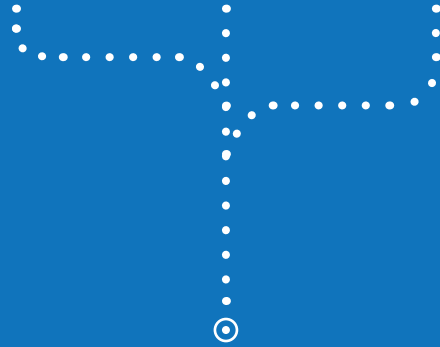
Table 3: Reference Projects

Client; project	Vehicle data collection	Deployment planning	Infrastructure planning	Cost analysis	Regulatory reporting
California Fuel Cell Partnership	✓	✓	✓	✓	✓
Sacramento Metro AQMD; Regional ZEV Readiness	✓	✓	✓	✓	✓
East Bay Community Energy; EV Fleet Transition Planning for Berkeley, Dublin, Alameda County and Oakland	✓	✓	✓	✓	✓
City of Sacramento; EV Blueprint	✓	✓	✓	✓	✓
SMUD; Medium- and Heavy-Duty ZEV Blueprint		✓	✓	✓	
County of Sacramento; On-call consulting for fleet transition	✓	✓	✓	✓	
CARB; multiple ZEV heavy-duty pilot programs	✓		✓		✓
Various Clean Cities projects	✓	✓	✓	✓	
King County; Assessment of Electric Vehicle Charging Infrastructure	✓	✓	✓		✓
UC Davis; Campus Electric Vehicle Study		✓	✓	✓	✓
King County Metro; Transitioning Non-Bus Fleets to Zero Emissions Feasibility Study	✓	✓	✓	✓	✓
City of Seattle; Electric Vehicle Supply Equipment Systemwide Assessment	✓	✓	✓	✓	✓
Sonoma and Mendocino Counties; Electric Bus Charging Infrastructure for Planning and Engineering Study		✓	✓		
South San Francisco; Electric Vehicle Charging Station Master Plan	✓	✓		✓	✓

Client; project	Vehicle data collection	Deployment planning	Infrastructure planning	Cost analysis	Regulatory reporting
City of Walla Walla; Fleet Electrification Phase 1		✓	✓		✓
Great Falls; North Great Falls Subarea Transportation Study			✓	✓	✓
City of Portland; Fleet Electrification Assessment for City of Portland	✓	✓		✓	
Consumer's Energy; Fleet Electrification Assessment of Own Fleet	✓			✓	
City of Fremont; Fleet Electrification Study	✓	✓	✓	✓	



# Cost Proposal



*"At Frontier, they're experts in our issues. We learn a lot from them in our projects together."*

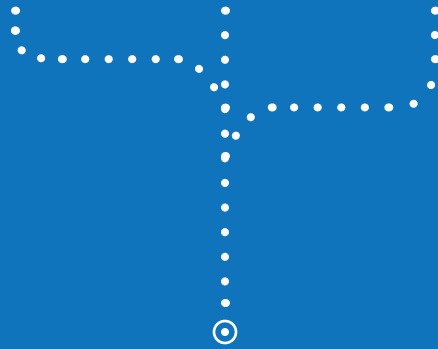


### Section 3: Cost Proposal

The team of Frontier Energy, DKS, and eIQ propose a budget of \$97,755 to complete the work described in this proposal. The budget includes expenses to be charged for performing the services proposed to accomplish the objectives of the RFP. Hourly rates for staff are inclusive of benefits, overhead, and profit at 2021 rates. Frontier Energy submits monthly invoices with the level of detail the City of Spokane requests.

Tasks	Key Persons	Hourly Billing Rate	Number of Hours	Labor Cost	Total per Task
Task 0: Kick-off meeting Project management	Chris White (Frontier)	\$240.00	15	\$3,600	\$8,025
	Administrative (Frontier)	\$75.00	5	\$375	
	Mike Usen (DKS)	\$260.00	5	\$1,300	
	Yann Kulp (eIQ)	\$250.00	5	\$1,250	
	Robert Spragg (eIQ)	\$150.00	10	\$1,500	
Task 1: Analyze and profile the City's fleet Deliverables: EV Assessment Report, Biofuel Assessment Report	Chris White (Frontier)	\$240.00	40	\$9,600	\$27,370
	Mike Usen (DKS)	\$260.00	2	\$520	
	Robert Spragg	\$150.00	90	\$13,500	
	Yann Kulp (eIQ)	\$250.00	15	\$3,750	
Task 2: Vehicle Replacement Plan Deliverable: Report that City Council can adopt	Chris White (Frontier)	\$240.00	20	\$5,200	\$17,630
	David Park (Frontier)	\$193.00	10	\$1,930	
	Mike Usen (DKS)	\$260.00	2	\$500	
	Robert Spragg (eIQ)	\$150.00	50	\$7,500	
	Yann Kulp (eIQ)	\$250.00	10	\$2,500	
Task 3: Develop an alternative fuel and charging infrastructure plan Deliverables: Site-by-site charging plan, fuel-by-fuel biofuel plan	Chris White (Frontier)	\$240.00	25	\$6,000	\$27,450
	David Park (Frontier)	\$193.00	10	\$1,930	
	Mike Usen (DKS)	\$260.00	32	\$6,400	
	Gurbir Antaal	\$160.00	32	\$5,120	
	Awais Zubair	\$200.00	20	\$4,000	
	Yilun Xu	\$200.00	20	\$4,000	
Task 4: Funding strategies Deliverable: List of incentives and rebates	Chris White (Frontier)	\$240.00	10	\$2,400	\$4,480
	Mike Usen (DKS)	\$260.00	8	\$2,080	
Task 5: Green Fleet Plan Deliverable: Procurement plan though 2030 to address all City goals	Chris White (Frontier)	\$240.00	10	\$2,400	\$12,800
	Mike Usen (DKS)	\$260.00	40	\$10,400	
Project Total	\$97,755				

# Attachments



*"It comes down to trust. My team trusts the Frontier people they work with, and I think the feeling is mutual."*



## Chris White

Senior Manager



### PROFILE

Chris White has been with Frontier Energy since 2004. She directs engagement and outreach activities, develops vehicle electrification strategies and roadmaps, creates fleet transition plans, and plans and implements pilot programs. Under her supervision, Frontier Energy staff conduct extensive market research, develop print and digital marketing materials, conduct community and stakeholder outreach, and advocate for government policy. Chris's clients include air districts, state and local governments, associations, automakers, and utilities. Since joining Frontier, Chris has been the communication director for the California Fuel Cell Partnership and was instrumental in developing the early commercial market for fuel cell vehicles and hydrogen stations

### EDUCATION/CERTIFICATIONS/TRAINING

B.A., Management, Northwood College, Indiana

B.A., Communications, Union University, California

TOP-certified meeting facilitator

### FRONTIER ENERGY EXPERIENCE

#### *Southern California Edison – current*

- Developing guidebooks for businesses to help them navigate the choices and considerations for installation charging infrastructure for light-, medium-, and heavy-duty vehicles.

#### *California Energy Commission – 2019-present*

- Supporting awardees of the Electric Power Investment Program transition awarded projects from R&D to the commercial market.

#### *City of Sacramento EV Blueprint -- 2019*

- Researched and wrote a comprehensive plan for EV deployment that included reach codes, workforce development, community outreach, and targeted investments..
- Created a unique model for forecasting EV sales as a percentage of new car sales
- Co-created the Charging Station Priority Siting Tool to accurately identify areas for investment in charging stations
- Prepared the City to win a \$1.8 million grant from the California Energy Commission

*Sacramento Metro Air Quality Management District Regional ZEV Readiness Plan – 2017-2019*

- Developed a set of tools and maps that identify locations for hydrogen stations and DC Fast Charging stations for vehicles that drive 100 miles or more a day in a six-county region.
- Developed and facilitated a coalition of stakeholders to jointly execute the plan

*East Bay Community Energy Fleet Transition – 2019-present*

- Creating individual plans for six municipal governments to transition all their fleet vehicles to electric by 2025, including installing charging stations, additional solar and battery storage, and using load management strategies.

*SMUD – 2020-present*

- Project management for program to install EV charging at multifamily residences
- Supporting a grid capacity assessment for EV infrastructure for medium- and heavy-duty

*California Air Resources Board Zero Emission Truck Pilots – 2018-present*

- Leading outreach, market research, and workforce engagement for two different pilot projects with zero-emission trucks at the Port of Los Angeles
- Oversee data collection and analysis

*Various Training and Workforce Programs – 2017-present*

- Project manager for community outreach and planning for South Coast Air Quality Management District's hydrogen readiness efforts.
- Conducted online and in-person focus groups about alternative transportation on behalf of the U.S. Department of Energy.
- Project manager for the DOE-funded Alternative Fuel Maintenance Garage project that delivered training about safety, codes, and standards for maintenance facilities for vehicles fueled by natural gas, propane, or hydrogen.

*California Fuel Cell Partnership Communication Director– 2014-present*

- Develop strategy and positioning reports and documents
- Lead a team of web programmers to build interactive websites and cloud-based programs such as the Station Operational Status System and hydrogen station map
- Plan and execute outreach campaigns and safety training events

**PRIOR EXPERIENCE**

*New Product Specialist, Jack Morton Worldwide (CA, WA, and CT), 1994 – 2001*

- Represented IBM's new products internationally on stage and on TV
- Participated on teams to introduce products for other Jack Morton clients

## **ACTIVITIES AND PROFESSIONAL DEVELOPMENT**

- 2019 Clean Air Champion Individual Award by Sacramento Clean Cities
- 2019 Volunteer of the Year award
- 2014 Public Relations Society of America Crystal Merit Award
- 2013 West Sacramento Businessperson of the Year
- 2009 Robert Zweig Public Education Award
- Director, West Sacramento Chamber of Commerce
- Chair, West Sacramento Economic Development and Housing Commission
- Member, Association of Women in Water, Energy, and the Environment
- Member, Women of EVs
- Member, Women of Hydrogen
- Member, Smart Electric Power Alliance (SEPA)

## David Park

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Senior Engineer/Infrastructure Development Consultant



### PROFILE

David Park has a long record of supporting sustainable transportation to improve air quality and mitigate global climate change. As an expert on emerging advanced transportation infrastructure and drivetrains, David has a comprehensive understanding of the economic, technical, and environmental issues of diverse alternative transportation technologies. He has provided strategic analysis on the state of technology to inform air pollution regulatory policy to numerous state and national jurisdictions and has advised various public and private sector clients on integration of alternative transportation technologies into the existing framework. His work at Frontier Energy is informed by a background in stakeholder facilitation and an extensive network of relations with public, private, and non-governmental organizations.

### EDUCATION/CERTIFICATIONS/TRAINING

M.S., Environmental Health Sciences, Harvard University School of Public Health, Boston, MA

B.S., Environmental Engineering, Rensselaer Polytechnic Institute, Troy, NY

Nondegree Study: Program on Negotiation, Harvard University/MIT, Cambridge, MA

### FRONTIER ENERGY EXPERIENCE

*East Bay Community Energy, Municipal Fleet Electrification, Oakland, CA, November 2019 to Present*

- Provide project management for this complex project with many stakeholders with individual goals.
- Conduct municipal fleet assessments for Berkeley, Dublin, Hayward, Albany, and Alameda County to identify vehicles that can be retired, sold, and transition to electric.
- Develop city-specific reports that include vehicles, charging infrastructure, DER, and storage

*California Fuel Cell Partnership, Sacramento, CA, October 2018 to Present*

- Facilitate the implementation of fuel cell vehicle (FCEV) and fuel cell bus (FCEB) fleet programs.
- Lead and manage the CaFCP Working Group to complete action items and task force deliverables.
- Organize and lead initiatives focused on renewable hydrogen production and regulation development in collaboration with the California Air Resources Board, U.S. Department of Energy, and industry.
- Educate and communicate with key stakeholders and industry experts about lessons learned and best practices for implementing hydrogen refueling stations.

## **PRIOR EXPERIENCE**

*Air Pollution Specialist, California Air Resources Board, El Monte, CA, 2018*

- Carl Moyer Funding Program Grantor.
- Develop zero-emission mobile source regulation for SIP strategy and GHG reduction policies.

*Director of Air Pollution Policy Practice, Alta Environmental, Long Beach, CA, 2016 – 2017*

- Sustainability practice manager with a focus on energy.
- Corporate strategic analyst and advisor for renewable and alternative transportation fuels.
- Conducted analysis of the role of advanced technology vehicles in the greater Los Angeles region.

*Manager, Ramboll Environ US Corporation, Los Angeles, CA, 2011 – 2016*

- Corporate strategic analyst and advisor to the natural gas transportation.
- Advanced technology strategic advisor for evaluation of advanced transit bus technologies and methodologies of integration into the Los Angeles Metro bus fleet.
- Project leader, Port of Los Angeles battery electric drive train drayage truck technology testing.
- Prototype emission control technology development.

*Senior Project Manager, M.J. Bradley & Associates, LLC, Manchester, NH, 1996 – 1998; 2009 – 2011*

- Grant program response coordinator specializing in partnership & coalition building; grant program analysis, grant application development.
- Team leader of vertical, fleet modernization programs from finance through project execution.
- Project manager of battery electric vehicle cold weather evaluation testing and optimization.

*Environmental Consultant, Khitin, Inc., Seattle, WA, 2005 – 2009*

- Air pollution inventory development.

*Project Manager, Northeast States for Coordinated Air Use Management, Boston, MA, 1999 – 2005*

- Advisor and researcher on issues of domestic and international environmental policy and compliance..
- Air Toxics Inventory quality assurance coordinator and advisor to the NESCAUM Member States.

*Environmental Engineer, NYS Department of Environmental Conservation, Albany, NY, 1994 – 1996*

- Led the development of the 1996 PM10 Attainment SIP for New York County.

## **PROFESSIONAL AFFILIATIONS**

- New York State Registered Engineer in Training
- Air and Waste Management Association
- Harvard Alumni Association
- Rensselaer Polytechnic Institute Alumni Association





## **MIKE USEN, AICP, Electromobility and Resiliency Lead**

**Mike's relevant expertise:** Mike Usen leads DKS' company-wide electric vehicle charging infrastructure planning and design practice, assisting transportation agencies, vehicle fleets and sustainability managers plan smart electric vehicle charging infrastructure for transit systems, electric vehicle fleets, workplaces, multi-family housing and public charging. For much of the past three decades, Mike has worked at the intersection of transportation and sustainability for market-leading consulting firms and large public agencies including King County Metro Transit where he developed the agency's Sustainability Program and wrote its Sustainability Plan and the transportation chapter of the Strategic Climate Action Plan (SCAP). Mike's relevant expertise includes multiple aspects of electric vehicle charging infrastructure master planning for light, medium and heavy-duty vehicles.

### **Registrations:**

American Institute of Certified Planners No. 012577

**Education:** Master of Urban Planning, University of Washington | BA, Environmental Studies, University of Vermont

**Years of experience:** 30

### **UC Davis Campus Electric Vehicle Study | Davis CA**

Mike is leading preparation of an electric vehicle (EV) study by serving as subject matter expert for electromobility. The study and its relation to the University electric distribution system, focuses on load analysis, asset service connections, technical design and operation of smart charging, outlining a flexible infrastructure that will accommodate future adoption of electric mobility and ensures the reliability and resiliency of the University's electric grid.

### **Island County Region Vehicle Electrification Study | Island County WA**

Mike is providing research, data & financial analysis, policy development, and public engagement services in the pursuit of vehicle electrification in Island County. These efforts evaluate current and emerging charging technology including chargers, charge management software, and load management, analyze the feasibility of transitioning municipal fleets to Electric Vehicles and coordinate with public works departments on infrastructure needs.

### **Transitioning Metro Non-Bus Fleets to Zero Emissions | Feasibility Study, Seattle, WA.**

Mike serves as Zero Emission Vehicle and Infrastructure Subject Matter Expert (SME) helping Metro develop its strategic roadmap for transitioning King County Metro Transit's non-bus fleets to electric vehicles. These fleets include light, medium and heavy-duty non-revenue fleet vehicles (NRV), ACCESS paratransit fleet as well as the nation's largest rideshare operation. Mike provides technical oversight for the feasibility study, implementation plans and decision support tools to increase fleet fuel efficiency and alternative fuels use in order to reduce greenhouse gas emissions.

### **City of Walla Walla Fleet Electrification, Phase 1 | Walla Walla, WA**

Mike is currently assisting the City of Walla Walla begin the process of fleet electrification by planning charging infrastructure acquisitions/installations to power the City's initial electric vehicle (EV) deployments. The goal of this work is to provide the planning and budget estimates necessary to pursue grant funding for installing EV charging infrastructure at both the City of Walla Walla's Service Center and City Hall parking lot, including evaluating feasibility of utility power connectivity and estimating costs for design, permitting and construction.

**Peninsula Regional Transportation Planning Organization Inventory of Plans, Policies, and Data Regarding EV Readiness | Peninsula Region, WA** Mike serves as electromobility subject matter expert to PRTPO by advising staff with its goal of developing a suitable strategy for increasing electric vehicle (EV) readiness in the four-county Peninsula Region. The focus of this effort is to assist with collection of appropriate existing information including plans, policies, forecasts, codes, infrastructure, and grid capacity.

**City of Davis EV Charging Infrastructure Phase 1, | Davis CA**

Mike is about to initiate work on an electric vehicle infrastructure analysis project for the City of Davis California. His roles include leading site feasibility and cost analysis, evaluation of several different DC Fast Chargers and smart level 2 public chargers and determining vehicle energy requirements and charging needs to plan for conversion of light-duty fleet vehicles to electric by 2030 including an estimated budget by year for vehicles and infrastructure.

**East Bay Community Energy Municipal Fleet Electrification Study | Alameda County, CA.**

Mike is leading DKS' efforts to determine vehicle energy requirements and charging needs for the municipal fleets of the cities of Oakland, Berkeley, Dublin, Albany, Hayward and Alameda County California, including estimation of fleet electrical load calculations and associated charging infrastructure requirements, and cost evaluations for infrastructure upgrades at each fleet facility. This evaluation will also recommend innovations such as dynamic load management, charger sharing, mobile chargers and other technologies.

**Transit Parking Demand and Mode Transition Study | Solano County, CA.** Mike prepared preliminary design concepts to integrate pickup and drop-off facilities for electrified ride hailing, microtransit, car share and bike and scooter share including vehicle charging, coupled with on-site energy storage.

**South San Francisco Electric Vehicle Selection | South San Francisco, CA.** Mike is evaluating battery electric (BEVs) and plug-in hybrid vehicles (PHEVs) for use by South San Francisco's fleets and recommending which vehicles to purchase. This evaluation considers economics, safety features, vehicle reliability, anticipated public perception and impacts on the City's mechanic workforce. The report will dovetail into South San Francisco's Electric Vehicle Charging Masterplan, addressing the future of vehicle technology with subsequent periodic updates as new EV products become available.

**City of Fremont Fleet Electrification Study | Fremont, CA.** This project assesses opportunities for municipal fleet vehicle conversion to plug-in battery electric and the role of solar photovoltaic (PV) renewable energy systems paired with energy storage systems (ESS) and electric vehicle supply equipment (EVSE). A key goal of the project is to analyze and propose best practices for both technical solutions as well as planning processes necessary for this transition, sharing these best practices across the region through a working group. Mike's role on this project is to oversee evaluation of the fleet's existing energy demands and project the future energy requirements of an electrified fleet by conducting a systematic assessment of all current City-operated vehicles based on a detailed review of departmental vehicle inventories provided by each departmental unit that operates vehicles.

**City of Seattle Electric Vehicle Supply Equipment Systemwide Assessment | Seattle, WA.**

The City of Seattle is in the process of converting its award-winning 4,100 vehicle motor pool to an all-electric fleet by planning charging infrastructure upgrades at 11 garages, 5 warehouses and over 25 other facilities. Mike's team evaluated the City's existing facilities, conducted internal

stakeholder engagement, assessed the EV market and charging technology, evaluated facility electric load capacity and recommended load management alternatives including planning level project implementation cost estimates.

**South San Francisco Electric Vehicle Charging Master Plan | South San Francisco, CA.** Mike led the development of a master plan for electrification of City of South San Francisco vehicle fleet through designation and location of electric vehicle charging infrastructure. This masterplan also provides direction to commercial charging for the general public at large employers, commercial businesses, multifamily housing, and public facilities.

**King County Metro Transit Base Electrification | Tukwila, WA.** Metro is initiating design of a new transit base in Tukwila Washington, converting an existing training facility into a new base for 250 electric coaches (battery buses). Following the project's June 3, 2019 kickoff, Mike is leading the project design team's bus electrification planning including battery charging infrastructure, electrical substation feasibility, technology planning, operations and environmental review. This facility is expected to be the first large scale all-electric bus base in the Pacific Northwest, serving as a design prototype for transit electrification.

**Sacramento Electric Vehicle Implementation Blueprint | Sacramento, CA.** Mike's role included provision of strategies to advance the next generation of ZEV mobility applications and programs, including an EV Toolkit and an advanced EV Mobility Opportunities Report, identifying financially-sustainable EV programs to ensure that public spending on EVs and EV infrastructure balances charging demands, advances new technologies, and incentivizes EV rider trips. Mike also prepared an Advanced EV Mobility Opportunities Report and EV Deployment Plan.

**Electric Bus Charging Infrastructure for Sonoma and Mendocino County Planning and Engineering Study | Santa Rosa, CA.** Mike oversaw evaluation of multiple existing facilities to assess current electrical infrastructure capacity, transit fleet characteristics, duty cycles, and operating environments and survey currently or soon to be available chargers and vehicle types, analysis of energy storage and renewable energy generation options including cost estimates, available funding subsidies and capacity needs as well as recommend charging policies to maximize existing facility infrastructure and minimize electric bus charging costs.

**Electric Vehicle Charger Design: Eluminocity | Seattle, WA.** DKS Associates provided EV infrastructure design services for Eluminocity, helping the City of Seattle implement the Electric Vehicle Charging in the Right of Way (EVCROW) program, performing engineering for Level 2 and DC Fast Chargers. Mike oversaw DKS' services included installation design and design review, facilitating compliance with City of Seattle street use requirements including permitting of EVSE, and general logistical support related to project implementation.

## RELEVANT RECENT PUBLIC SPEAKING EXPERIENCE

As a thought leader in smart mobility, Mike is a frequent presenter at professional conferences on such topics as master planning electric vehicle charging infrastructure, planning for fleet electrification, planning for micromobility and the implications of our transition to a future dominated by shared, autonomous, connected and electric vehicles. Since Joining DKS in 2017, Mike has presented (or will be presenting) these topics at the following conferences:

### 2021 Conference Presentations

- Washington State Transportation Commission, Olympia WA
- ACES Northwest Charge Up your Fleet, Bellevue WA

- Green Transportation Summit and Expo, Tacoma WA

#### 2019 Conference Presentations

- Intelligent Transportation Society of America Washington State Chapter Conference, Seattle WA
- American Public Works Association, National Conference, Seattle WA
- Public Fleets Summit, Long Beach CA
- Charge Expo, San Diego CA
- Public Fleets Summit, Lacey WA
- Urbanism Next, Portland OR
- Institute for Traffic Engineers, Sacramento CA
- Green Transportation Summit and Expo, Tacoma WA
- Charged Up EV Expo, Seattle WA

#### 2018 Conference Presentations

- American Public Works Association, Washington State Chapter Conference, Wenatchee WA
- Urbanism Next, Portland OR
- Intelligent Transportation Society of America Washington State Chapter Conference, Seattle WA
- Intelligent Transportation Society of America California State Chapter Conference, Anaheim CA

#### 2017 Conference Presentations

- American Planning Association, Washington State Chapter Conference, SeaTac WA



**Registration:** P.Eng,  
Canada – 100502010  
Traffic Signal Level – 1  
Supervisor, IMSA  
Ontario Work Zone  
Traffic Control & Safety  
Supervisor

**Education:** MS in  
Electrical and Computer  
Engineering, McMaster  
University, Canada  
| BS in Electronics and  
Communications,  
Chandigarh Engineering  
College, India

**Years of experience:** 6  
(2 with DKS)

## **GURBIR ANTAAL, ELECTROMOBILITY ENGINEER ASSOCIATE**

**Gurbir's relevant expertise:** Gurbir has a wide variety of skills relating to planning and designing electric vehicle (EV) charging infrastructure installation as well as power, traffic signal system and construction of lighting for highways and municipal/county roads. His project experience includes work for both power providers and transportation agencies including East Bay Community Energy, King County Metro Transit, California Department of Transportation, Oregon Department of Transportation, Ministry of Transportation Ontario, City of Berkeley, City of Fremont, City of Oakland, San Jose City, City of Mountainview, City of Portland, Washington County, City of Toronto, City of Ottawa, City of London, Region of Halton and Town of Oakville. His experience also includes the design of other electric transportation infrastructure including illumination systems and traffic signals. Gurbir has extensive experience with AGi32 lighting software and AutoCAD, in addition to a growing understanding of MicroStation.

### **East Bay Community Energy Municipal Fleet Electrification**

**Studies. CA** Gurbir was responsible for calculating the charging needs for each vehicle fleet site for the cities of Berkeley, Albany, Dublin, Alameda County and Oakland. His role consisted of field visits, evaluating the fleet data, calculating number of EV chargers required on each site based on the load calculations, EV battery size and power consumptions for Level 1, Level 2 and DC Fast Chargers. He was also responsible for creating build-out cost's spreadsheet for each site.

### **Transitioning Metro Non-Bus Fleets to Zero Emissions –**

**Feasibility Study, Seattle, WA.** Gurbir leads the technical evaluation of charging needs for light, medium and heavy-duty non-revenue fleet vehicles (NRV), ACCESS paratransit fleet as well as the nation's largest rideshare operation. This work includes evaluating the electrical energy needs of each type of vehicle and reviewing facilities drawings and data for passenger facilities and transit bases to evaluate feasibility and costs for installation of EV chargers.

**City of Fremont Fleet Electrification Study, Fremont, CA.** Gurbir calculated the energy demands of each light and emergency (pursuit) vehicle fleet component and evaluated each of Fremont's fleet vehicle domicile locations for EV charger installation. He was responsible for evaluating the fleet data, calculating the appropriate quantity of EV chargers required on each site based on the load calculations, EV battery size and power consumptions for Level 2 and DC Fast Chargers.

**UC Davis Campus Electric Vehicle Study, Davis Ca**

Gurbir lead site assessment and electrical evaluation of charging infrastructure for an electric vehicle study focused on load analysis, asset service connections, technical design and operation of smart charging at the largest campus in the UC system. He was also responsible for creating build-out cost's spreadsheet for each site.

**Southwest Corridor - Trimet, Portland, OR** Gurbir designed the lighting for the roadway segment of approximately 3.0 miles stretch in Portland, Oregon. Project consists of lighting on roadway, sidewalk illumination, shared use pathways between pedestrians and bicyclists, ADA ramps, traffic intersections and midblock crossings using City of Portland and Oregon Department of Transportation Lighting Standards and light levels.

**US-101/Blossom Hill - Traffic Signal and Lighting Design, San Jose, CA.** The project consisted of three intersections, from which two belongs to California Department of Transportation, and one intersection belongs to City of San Jose. Gurbir assisted the Design team to prepare detailed traffic signal design, ramp metering signals, lighting analysis and signal interconnect. Gurbir was also responsible to calculate the loads (wattages) of the existing electrical equipment's that are fed from the electrical service and verifying with the As-Built drawings, calculated the conduit fill capacity, verified the breakers in the electrical service enclosures to ensure that the electrical panel had space to accommodate the new breakers. He was also responsible for carrying cost estimates and coordinating with PG&E for modifying and new service enclosure connection.

**SW Roy Rogers/SW Tualatin Sherwood Rd - Chicken Creek to SW Olds Place, OR.** Gurbir was responsible illumination of roadway segment of approximately 1.5 miles stretch in City of Sherwood/ Washington County, Oregon. Project consists of lighting on roadway, sidewalk illumination, shared use pathways between pedestrians and bicyclists, traffic intersections and midblock crossings. He was also responsible for creating plan sheets, line diagrams, and cost estimation reports.

**San Bruno Avenue Medians Improvement Project, San Bruno** Gurbir worked as a design engineer to prepare the traffic signal and striping design plans, specifications and estimate for the project. He conducted field work and performed the drafting duties for the traffic signal modification at the intersection of San Bruno Avenue/Cherry Avenue intersection.

**SW Walker Road Improvements, Washington County** Gurbir served as design engineer for two traffic signals and fiber optic interconnect design along SW Walker Road in Washington County, OR. The signals were designed with VIVDS, emergency vehicle pre-emption, install PTZ cameras, protected left-turn phasing was used along Walker Road. Fiber optic cables were designed to use new conduits along the Walker Road. The design included fiber splicing to existing fiber at SW Walker Road and SW 185<sup>th</sup> Avenue and SW Walker Road and SW 173<sup>rd</sup> Avenue.

**Halton Region - William Halton Parkway Expansion Project, CA.** Gurbir assisted the Design Team to prepare detailed design of continuous roadway illumination network which included the illumination of bridge, roundabout, sidewalk, and illumination in the bridge structure for maintenance operations, and designed the traffic signal & temporary lighting. In addition to the Illumination and traffic signal design, the project requires the design of heat tracing system for storm sewers chambers and pipes, line diagrams, voltage drop calculations, detail drawings, and Hydro coordination for power supply and connection.





**Education:** MSC Engineering Project Management, Coventry University, UK | BS Telecommunications Engineering, National University of Computer & Emerging Sciences, Pakistan

**Years of experience:** 8 (3 with DKS)

**Professional Affiliations:** Institute of Transportation Engineers (ITE)

## **AWAIS ZUBAIR, Electromobility Engineer**

**Awais's relevant expertise:** Awais Zubair is a design-focused engineer with 8 years of experience working with intelligent transportation systems (ITS) and his last 2 years focused extensively on electromobility projects. Awais specializes in electrical and power design of electric vehicle supply equipment (EVSE), communication design, EVSE siting and constructability assessment. Awais has provided electromobility design consultation to a variety of clients including the City of Seattle, King County Metro, King County Facilities Management Division, City of Walla Walla, and University of California Davis. In addition to EVSE, Awais has experience designing electrical and communications systems for ITS devices including Variable Message/Speed Signs, CCTV Cameras, Road Weather Information systems, Vehicle Detection systems, Queue Warning systems, Traffic Signal systems, and Illumination systems. Awais has demonstrable experience facilitating multi-disciplinary design workshops managing multiple stakeholders and design requirements. Awais is a strong technical analyst and an advanced user of AutoCAD.

### **King County Facilities Management Division (FMD) – Fleet**

**Electrification Phase 1, WA.** DKS was hired by King County FMD for the pilot project to electrify King County fleet at six of their facilities. Awais was responsible for quality assurance of the fleet charging needs and EVSE strategies analysis. As the lead designer on the project, Awais conducted surveys of each site to assess existing conditions, devise EV charger siting plans, and identify the optimum power route to the chargers. Awais also collaborated with electrical foreman at each site to ensure that proposed design suggestions addressed their operations, maintenance and safety related concerns.

**City of Walla Walla – Fleet Electrification Phase 1, WA.** Working as the lead designer on the City of Walla Walla Fleet Electrification Phase 1 project, Awais is preparing high level design plans and cost estimates for the installation of EVSE infrastructure, consisting of a combination of Level 2 and DC Fast chargers, at multiple sites. The goal of the project is for the City of Walla Walla to use these plans and estimates to apply for future grant funding. As part of the design effort, Awais worked with City of Walla Walla electrical staff to conduct a remote field visit, communicated with local electricity utility provider to assess the available power options, and studied as-built drawings to determine the optimum charger siting to minimize civil work.

**University of California Davis – Campus Electrification Project, CA.** Awais analyzed EV charging payment strategy and technology alternatives and recommended those that make economic sense for each charger type. The analysis also addressed the communication infrastructure challenges and options as well as opportunities for revenue generation. Awais also analyzed the operations and maintenance requirements for EVSE infrastructure and documented the pros and cons of various strategies including Owner/Operator, Contracted Maintenance, and Charging-as-a-Service.

**SDOT Multimodal Integrated Corridor Mobility for All (MICMA), WA.** Awais is serving as the project manager and lead designer on MICMA ITS Improvements project. The project includes

video detection installation across 5 key corridors (40 intersections in total) in the University of Washington area for SCOOT adaptive system, CCTV camera installation on 5 intersections, pedestrian push button upgrades to ADA compliant APS pushbuttons on 10 intersections, traffic signal controller cabinet upgrade on 10 intersections, and ADA compliant curb ramp improvements on 2 intersection. Awais is also managing three sub-consultant teams responsible for delivering partial design of the project.

**ODOT – I-205: Stafford Road to OR99E Corridor Rd Widening & Retrofit of the Abernethy Bridge, OR.** Awais is serving as the project manager and lead ITS designer on I-205 Stafford Road to OR99E Corridor Rd Widening & Retrofit of the Abernethy Bridge ATM project. The project includes fiber relocation design of approximately 10 miles of existing fiber impacted by the widening and ITS electrical and communications design for 7 Active Traffic Management (ATM) sites with design elements including variable message signs (VMS), variable speed signs (VSS), CCTV cameras, fiber optic communication, radio communication, road weather information sensor station, and radar detection.

**Pierce County – Canyon Road Northerly Extension, WA.** Awais is working as the deputy project manager and design lead on the Canyon Road Northerly Extension project that spans across City of Fife, Pierce County and WSDOT jurisdictions. DKS' design scope includes traffic signal design for 3 full intersections and 2 pedestrian crossings, illumination design for 4 corridors with an accumulative length of approximately 2 miles, and fiber optic interconnect design for 2 corridors with an accumulative length of 1.5 miles and drop connections to the signalized intersections.

**City of Sequim – Washington St. Signal Improvement Project, WA.** Awais is working as the project manager and lead traffic signal designer on Washington St. Signal Improvement project. The project introduces operational improvements on two 4-way traffic signals by changing the split-phase operation to a protected-permissive left turn operation on all approaches. Traffic signal infrastructure improvements include ADA compliant pedestrian pushbuttons and pedestrian signal heads installation as well as upgradation of controller cabinet, traffic signal controller, vehicle signal heads, detection technology, and wiring.

**Sound Transit – SR522 Bus Rapid Transit (BRT) Project, WA.** Awais is working as the deputy project manager and lead traffic signal and illumination designer on the SR522 BRT project. The design includes traffic signal and illumination infrastructure relocation and upgrade to accommodate the roadway and operational changes introduced by the new bus rapid transit route.

**City of Tacoma – Taylor Way Rehabilitation Project, WA.** Awais worked as the deputy project manager and lead designer on the Taylor Way Rehabilitation project. The design included complete re-build of 4 traffic signals, continuous illumination and fiber optic interconnect on 2.5-mile long corridor, CCTV cameras, rail detection sensors, vehicle detection technology, variable message signs, and blank-out signs.

**Oregon Department of Transport (ODOT) – I-205: Johnson Creek Blvd-Glen Jackson Bridge Phase 2, OR.** Awais was the ITS electrical and communications designer for PS&E package delivery of ODOT's I-205 Johnson Creek Blvd to Glen Jackson Bridge Active Traffic Management (ATM) project. The project included 12 ATM sites with design elements including variable message signs (VMS), variable speed signs (VSS), CCTV cameras, fiber optic communication, radio communication, road weather information sensor station, and radar detection.





## YILUN XU, PE, ELECTROMOBILITY ENGINEER

### Yilun's relevant expertise:

**ELECTROMOBILITY SUMMARY BIO:** Yilun has experience with a variety of electromobility projects on which he applies both his engineering and his business analysis expertise. His specialization includes charging demand management, electrical utility rate analysis, Low-carbon fuel standard (LCFS) credit planning, bi-directional charging planning and operational cost analysis. Yilun regularly supports DKS clients including counties, cities, transit agencies, and Universities. Yilun has over 8 years of professional experience in the transportation industry, has advanced engineering and business degrees coupled with a strong passion for electromobility.

### ELECTROMOBILITY:

#### **King County Metro Non-bus Fleets to Zero Emissions, King County, WA**

Yilun analyzed the utility rate structures of both major utility providers in King County. Utility rate structures involve base utility rates, demand charging, time-of-day charges, transformer fees, a variety of utility credits, etc. Yilun provided crucial supports to the development of the electric vehicle fleet charging strategies that manages electrical utility expenditures. Yilun also customized an EVSE cost estimator, including EVSE operational costs, to meet the project needs.

#### **University of California Davis Campus Electric Vehicle Study, Davis, CA**

Yilun compared the pros and cons of EV charging payment methods and recommended the best strategies for student, employees and visitors at UC Davis. These payment technologies involve card payment, RFID, mobile apps, E-currency, etc. Yilun also supported the cost and budget efforts by providing supports on LCFS credits and utility expenses.

### Registrations:

- Washington Professional Engineer (Civil), No. 19110740
- Minnesota Professional Engineer (Civil), No. 54149

### Education:

- M.S, Civil Engineering (Transportation & Statistics minor), North Carolina State University
- MBA, Carlson School of Management, University of Minnesota
- B.Eng., Traffic Engineering, Tongji University, China

### Years of experience: 8

### Unique Qualifications:

- Electrical demand charging management
- Electrical utility rate analysis
- LCFS credit planning
- Bi-directional charging planning
- Economic Analysis
- Market Assessment
- Strategy Development

## EXPERIENCES PRIOR TO DKS

### STRATEGY & PLANNING:

#### **Bayfront Area Event Parking and Traffic Study, Duluth, MN.**

Yilun served as the modeling support and consultant for the Metropolitan Planning Organization of the Duluth/Superior region on parking and traffic strategies during large-scale events at the Bayfront area in Duluth, MN. The Bayfront area has suffered increasing customer complaints about parking access and availability. Yilun conducted planning level analysis of the traffic and parking conditions in the area, categorized potential mitigation strategies based on their financial feasibility, technical viability and benefit, and presented the recommendation at a series of interactive workshop to multiple stakeholders. The client and stakeholders were satisfied with the study outcome and has committed to continue the efforts in the recommendation.

#### **Super Bowl LII Traffic Control Plan Communication, Minneapolis, MN**

Yilun developed a GIS system to communicate the traffic control plans and transportation elements (roadway closure/restriction, traffic control agents, viable message signs, transit/shuttle, etc.) of Super Bowl LII in Minneapolis, MN. The GIS system translated complicated traffic control plans and roadway closure/restrictions to straightforward daily views. It also managed multiple data streams in one uniform place. This facilitated effective communications among stakeholders and with the general public. Yilun received positive feedback during the after the event for the system development and consulting process.

#### **Mode Share and Origin/Destination (OD) Study of Campus Travelers, Minneapolis, MN**

Yilun led the mode share and OD study for the University of Minnesota Twin Cities campus in 2014 and 2016. The study survey initiated an innovated method to collect the more accurate mode share in a multimodal environment. Yilun also led the data analysis efforts and chaired a planning committee that used the study result to update the campus shuttle plan. Yilun also utilized the OD information from the StreetLight InSight platform to complement the survey results.

#### **Partnership Strategy Analysis for New Market Entry, Warsaw, Poland**

As part of a consulting team, Yilun conducted primary and secondary research in Warsaw to prioritize potential retail partners for the client. The prioritization was based on business relevancy as well as the likelihood of partnership formation. A quantitative rating framework was developed to support the final recommendation.

\* Some details of project task and client are generalized due to nondisclosure agreement.

#### **Innovation Center Strategy in Agriculture and Food Industry, Shanghai, China**

Yilun served as the team lead to draw best practices and lessons learned from the best performing innovation centers. Yilun led a multinational team for primary and secondary research in the US and China. The consulting process includes issue tree development, storyboarding, and synthesizing.

\* Some details of project task and client are generalized due to nondisclosure agreement.

#### **Healthcare Start-up Business Valuation, Stockholm, Sweden**

Yilun conducted a SWOT, break even, financial, and patent analysis on a start-up in Stockholm, Sweden, as part of a global consulting team. The analysis led to the valuation of the business as well as recommendations on best path forward.

\* Some details of project task and client are generalized due to nondisclosure agreement.



# Robert Spragg

(559) 433-7687 | [Robert.spragg@nexteraenergy.com](mailto:Robert.spragg@nexteraenergy.com) | [LinkedIn](#)

## CAREER OBJECTIVE

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Data scientist and engineer with a diverse set of experiences in mobility, clean energy, utilities, and strategy consulting. Experience seeing projects to completion, managing diverse groups of stakeholders, and developing novel solutions to complex systems problems.

## CORE COMPETENCIES

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- |                                |                    |                          |
|--------------------------------|--------------------|--------------------------|
| • Project Management           | • Python, R, Julia | • Optimization, Modeling |
| • Data Analysis, Visualization | • Product Design   | • Software Development   |

## PROFESSIONAL EXPERIENCE

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### EQ MOBILITY (ACQUIRED BY NEXTERA ENERGY RESOURCES), Oakland, CA

*Data Scientist, July 2019 – present*

- Work closely with product team to design and build new fleet simulation and operations products
- Develop, test, and deploy new software packages (CI/CD) for eIQ's EValue™ model
- Manage multiple vehicle fleet analysis consulting projects from data retrieval to client presentation
- Expertise in fleet operations and pain points through dozens of assessments and interviews

### SILICON VALLEY CLEAN ENERGY, Sunnyvale, CA

*Decarbonization Analyst, September 2018 – June 2019*

- Built GHG forecasting model used to set 2025, 2030 [GHG reductions goals](#) and inform program design
- Created optimizations for solar + storage projects, emissions reductions of SVCE's supply portfolio
- Aggregated various spatial, vehicle, and billing datasets to begin building master customer database

### CITY OF PALO ALTO UTILITIES, Palo Alto, CA

*Microgrid Assessment Analyst Intern, June 2018 – September 2018*

- Partnered with Stanford and EDF on APPA funded [project](#) to study *thermal microgrids*
- Performed software tools assessment and feasibility study – presented results via webinar
- Identified emissions reductions of 45% for two districts in Palo Alto

## EDUCATION

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### STANFORD UNIVERSITY

*Master of Science in Energy Engineering, September 2017 – June 2019*

- Stanford Graduate Fellow (provided to top 1 or 2 incoming graduate students in each program)
- [Research](#) focused on using Kalman filters to estimate a battery's state of charge
- GPA: 3.91/4.0

### UC BERKELEY

*Bachelor of Science in Civil and Environmental Engineering, August 2013 – May 2017*

- Minor in Mechanical Engineering: focus on control theory, vehicle dynamics, finite element analysis
- GPA: 3.90/4.0

## HOBBIES

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- |  |   |
|--|---|
| • The great outdoors (hiking, skiing, birding) | • Investing, finance, housing policy advocacy |
|--|---|

## Yann Kulp

E: [yann.kulp@nexteraenergy.com](mailto:yann.kulp@nexteraenergy.com) | M: 847-271-2813

[www.linkedin.com/in/yannkulp](https://www.linkedin.com/in/yannkulp) | Twitter @YKulp



06/2018 - current      Co-founder & Head of Business Development – eIQ Mobility, a NextEra Energy Company

Co-founder of eIQ Mobility and leads business development with focus on building a pipeline of large U.S. fleet clients, utilities, auto manufacturers, and fleet management companies for the EValute™ cloud-based EV fleet planning & analysis platform. Yann provides project management for client projects.

01/2017 – 06/2018      Head of Electric Mobility Strategy , Schneider Electric (Chicago)

Led strategy development, execution & partner/M&A pipelines for North America operations with a focus on Transportation Electrification and Contractor Digitization. Yann defined the market growth trajectory, and worked across businesses and clients to accelerate the significant charging infrastructure solution suite.

### Schneider Electric

- 2012 – 2017                      VP SmartSpace USA
- 2008 – 2012                      Director Marketing Comm, LifeSpace EMEAS (HQ - Paris)
- 2006 – 2008                      Strategy & Business Development Manager – LifeSpace North America
- 2004 – 2006                      Residential Business Development Manager North America

### Legrand, global specialist in electrical and digital building infrastructures

- 2000-2004    Product Manager for residential wiring device lines for North America, ~ \$100 M line
- 1996-2000    Product Manager for retail, Europe, ~ \$30 M line
- 1992-1996    Sales Engineer: specifiers & consulting engineers in Northern France sales region.

## **EDUCATION & COMMUNITY ENGAGEMENT**

- 2014    Accelerated Sales Performance - Northwestern University - Kellogg
- 2009    Strategic Marketing Management – University of Chicago - Booth
- 2007    Corporate Strategy – University of Chicago - Booth
- 2003    Executive MBA – Whitman School of Management – Syracuse University, NY
  
- Automotive Fleet & Leasing Association: board member, [www.afla.org/](http://www.afla.org/)
- Jackalope Theater, Chicago: board member [www.jackalopetheatre.org/](http://www.jackalopetheatre.org/)
- Past: French-American Chamber of Commerce: board member [www.facc-chicago.com/](http://www.facc-chicago.com/)
- Past: CABA: chair of the Connected Home Council [www.caba.org/](http://www.caba.org/)

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

08/16/2021

**Date Rec'd**

8/2/2021

**Clerk's File #**

OPR 2021-0530

**Renews #****Cross Ref #****Submitting Dept**

HISTORIC PRESERVATION

**Contact Name/Phone**

MEGAN DUVALL 625-6543

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

MDUVALL@SPOKANECITY.ORG

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

Contract Item

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

0470- LIBBY JR HIGH NOMINATION TO THE REGISTER OF HISTORIC PLACES

**Agenda Wording**

Recommendation to list the Libby Junior High School, 2912 E 1st Ave, on the Spokane Register of Historic Places.

**Summary (Background)**

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Libby Junior High School has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

DUVALL, MEGAN

**Study Session\Other****Division Director**

BECKER, KRIS

**Council Sponsor****Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

mduvall@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

sbishop@spokanecity.org

**Additional Approvals**

gregoryf@spokaneschools.org

**Purchasing**

# Findings of Fact and Decision for Council Review

## Nomination to the Spokane Register of Historic Places

### Libby Junior High School – 2912 E 1st Avenue

#### **FINDINGS OF FACT**

1. **SMC 17D.100.090:** “Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation.”
  - Originally built in 1928; Libby Junior High School meets the age criteria for listing on the Spokane Register of Historic Places.
2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).**
  - Libby Junior High School meets Spokane City/County Register of Historic Places **Category A**, for its association with the theme of Education, specifically the spread of junior high schools across the United States and the construction of the first junior high schools in Spokane.
    - Libby Junior High School and its companion on the Northside, Havermale Junior High School (also 1928) were the first junior high schools to be built in Spokane school district. The typical school system at that time had consisted of elementary/grade schools and high schools. The junior high school --grades 7 through 9 – was an innovation and reorganization of the pattern of secondary education in the United States.
  - Libby Junior High School meets Spokane City/County Register of Historic Places **Category C**, as a property that embodies the distinctive characteristics of a type and period of construction, specifically Spokane education buildings in the first few decades of the 20<sup>th</sup> century. The property is also significant under Category C for its association with a father and son pair of Spokane architects who both designed portions of the school during their respective careers.
    - The 1928 building is typical of the classically-inspired grade school buildings (such as the original buildings at Roosevelt and Stevens Elementary Schools), that were popular in Spokane between 1900 and 1920: raised basement podium with a short run of steps to the first floor, two story brick façade dominated by banks of windows, classical proportions and design elements, with a cornice and parapet wall fronting a flat roof.
    - The building was designed by two generations of Vantynes, Roland Vantyne for the original classically-inspired 1928 building, and his son Carl for the Mid-Century Modern 1961 addition. Both architects had notable careers and at least four of Roland’s buildings are listed on the Spokane Register of Historic Places including one elementary school, Hutton Elementary. This building would be Carl’s first attribution on the SRHP.
  - The property’s period of significance is identified as 1928-1971, starting when the 1928 building was constructed and ending when the 1971 addition was constructed. The 1971 final addition used lower quality materials and is lacking the distinct design elements of the earlier buildings, however the repeated additions to Libby show the nature of school development as the district worked to provide services to a growing city.
3. **SMC17D.100.090: “The property must also possess integrity of location, design, materials, workmanship, and association.”** *From NPS Bulletin 15: “Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain, however, the essential physical features that enable it to convey its historic identity.”*
  - Although the integrity of the original classroom building as well as the 1961 addition have been

diminished by the energy upgrades of the 1980s and the replacement of the original window sash in the 1928 building, the 1928 and 1961 buildings retain much of their original form, materials, detailing, and high level of craftsmanship. Libby Junior High School is recognizable for both its function as a public school and its original architectural style.

**4. Once listed, this property will be eligible to apply for incentives, including:**

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

**RECOMMENDATION**

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The Spokane Historic Landmarks Commission evaluated Libby Junior High School according to the appropriate criteria at a public hearing on 7/21/21 and recommends that Libby Junior High School be listed on the Spokane Register of Historic Places under Categories A and C.



After Recording Return to:  
City of Spokane Clerk  
808 W Spokane Falls Blvd  
Spokane, WA 99201

***NOTICE OF MANAGEMENT AGREEMENT***

*NOTICE IS HEREBY GIVEN that the property legally described as:*

BISBEES ADD L1TO12 B3 VAC ALLEY IN B3&VAC REGAL ST LYG WOF&ADJ SD B

*Parcel Number(s) 35222.0901, is governed by a Management Agreement between the City of Spokane and the Owner(s), Spokane School District #81, of the subject property.*

*The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.*

*Said Management Agreement was approved by the Spokane City Council on \_\_\_\_\_. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. \_\_\_\_\_.*

*I certify that the above is true and correct.*

*Spokane City Clerk*

*Historic Preservation Officer*

\_\_\_\_\_  
*Dated: \_\_\_\_\_*

\_\_\_\_\_  
*Dated: \_\_\_\_\_*

**MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **21st** day of **July 2021**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Spokane School District #81** (hereinafter "Owner(s)"), the owner of the property located at **2912 East 1st Avenue** commonly known as **Libby Middle School** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

**CITY OF SPOKANE**

**HISTORIC PRESERVATION OFFICER**

**MAYOR**

\_\_\_\_\_  
Megan M.K. Duvall

\_\_\_\_\_  
Nadine Woodward

**ATTEST:**

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

**Approved as to form:**

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ (he/she/they) signed the same as \_\_\_\_\_ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane  
My commission expires \_\_\_\_\_

## **Attachment A**

## **Secretary of The Interior's Standards**

**1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

**2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

**3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

**4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

**6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

**7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

# Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor  
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

## 1. Name of Property

Historic Name: Libby Junior High School

And/Or Common Name: Libby Middle School, Libby Center

## 2. Location

Street & Number: 2900-2912 East First Avenue

City, State, Zip Code: Spokane, WA 99202

Parcel Number: 35222.0901

## 3. Classification

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input checked="" type="checkbox"/> public	<input type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input type="checkbox"/> private	<input checked="" type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input checked="" type="checkbox"/> educational	<input type="checkbox"/> residential
<input type="checkbox"/> object	<b>Public Acquisition</b>	<b>Accessible</b>	<input type="checkbox"/> entertainment	<input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other

## 4. Owner of Property

Name: Spokane School District #81

Street & Number: 200 North Bernard Street

City, State, Zip Code: Spokane, WA 99201

Telephone Number/E-mail: Mark Anderson – 509-354-5900 (contact)

## 5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

## 6. Representation in Existing Surveys

Title: Libby Junior High School

Date: 11/30/2001

Depository for Survey Records

Federal	State X	County	Local
Spokane Historic Preservation Office			



## 7. Description

### Architectural Classification

(see nomination, section 8)

### Condition

- ☐ excellent  
☒ good  
☐ fair  
☐ deteriorated  
☐ ruins  
☐ unexposed

### Check One

- ☐ unaltered  
☒ altered

### Check One

- ☒ original site  
☐ moved & date \_\_\_\_\_

*Narrative statement of description is found on one or more continuation sheets.*

## 8. Spokane Register Criteria and Statement of Significance

**Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.

*Narrative statement of significance is found on one or more continuation sheets.*

## 9. Major Bibliographical References

*Bibliography is found on one or more continuation sheets.*

## 10. Geographical Data

Acreage of Property: 2.09 acres

Verbal Boundary Description:

Verbal Boundary Justification: The nominated property is at the east end of the within the block bounded by First Avenue on the north, Haven Street on the east, Pacific Avenue on the south, and Lacy Street on the east.

## 11. Form Prepared By

Name and Title: Jim Kolva

Organization: Jim Kolva Associates LLC

Street, City, State, Zip Code: 115 South Adams Street, Spokane, WA 99201

Telephone Number: 509-458-5517

E-mail Address: jim@jimkolvaassociates.com

Date Final Nomination Heard:

## 12. Additional Documentation

Map:

Photographs:

**13. Signature of Owner(s)**

*Greg Forsyth*

**14. For Official Use Only:**

Date nomination application filed: June 30, 2021

Date of Landmarks Commission Hearing: July 21, 2021

Landmarks Commission decision: Approved

Date of City Council hearing: \_\_\_\_\_

**I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of the Spokane City Council as set forth above.**

**Megan Duvall**  
**City/County Historic Preservation Officer**  
 City/County Historic Preservation Office  
 Third Floor – City Hall  
 808 W. Spokane Falls Blvd.  
 Spokane, WA 99201

**Date**

Attest:

Approved as to form:

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

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






# Nomination Signature Page - Libby

Final Audit Report

2021-07-28

Created:	2021-07-28
By:	Stephanie Bishop (sbishop@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAebk2aPbrdxmNTTu93dR915-I_mVENcBW

## "Nomination Signature Page - Libby" History

-  Document created by Stephanie Bishop (sbishop@spokanecity.org)  
2021-07-28 - 7:23:16 PM GMT - IP address: 198.1.39.252
-  Document emailed to Greg Forsyth (gregoryf@spokaneschools.org) for signature  
2021-07-28 - 7:23:46 PM GMT
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2021-07-28 - 8:29:32 PM GMT - IP address: 206.193.5.4
-  Document e-signed by Greg Forsyth (gregoryf@spokaneschools.org)  
Signature Date: 2021-07-28 - 8:29:40 PM GMT - Time Source: server- IP address: 206.193.5.4
-  Agreement completed.  
2021-07-28 - 8:29:40 PM GMT

**DESCRIPTION OF PROPERTY****Description -Summary**

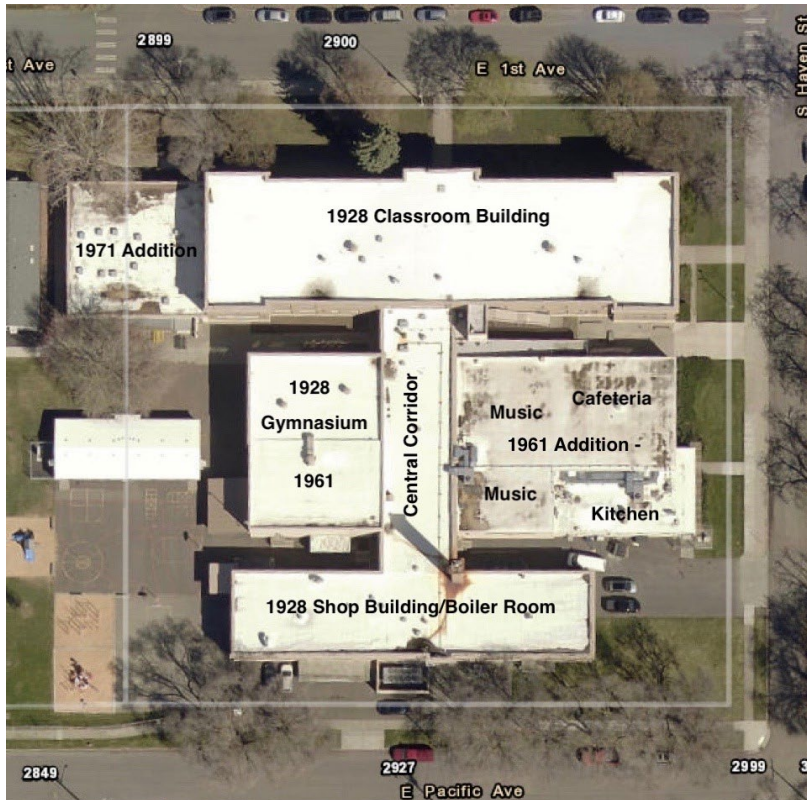
Libby Junior High School, built in 1928, is a nicely proportioned two-story brick building that incorporates classical design elements to provide a formal and stately demeanor to a center of learning. As Spokane's first junior high school, the building carries the two-story, classically inspired model of Spokane's early elementary schools. Roland M. Vantyne, a prominent Spokane architect and F. O. Hughes partnered to design the building. Carl Vantyne, Roland's son and a noted Spokane modernist, designed the 1961 addition to the building. As originally constructed, the east wing was added to provide a cafeteria, kitchen and music rooms, was a "crystal palace" with full glass-panel walls, a striking, yet elegant contrast to the classical 1928 building designed by his father. The 1971 addition to the west end of the 1928 classroom building is a simpler building and reflects the materials usage and economy of the early 1970s.

Although the integrity of the original classroom building as well as the 1961 addition have been diminished by the energy upgrades of the 1980s and the replacement of the original sash in the 1928 building, the 1928 building retains its original form, materials, detailing, and high level of craftsmanship. It is recognizable for both its function as a public school and its original architectural style.

**Libby Center (Junior High and Middle School) - Building Description Context**

Libby Center is at 2900 East First Avenue in the East Central neighborhood of Spokane. First Avenue is a residential street one block south of Sprague Avenue, a major arterial and business street. Pacific Avenue, bordering the south side of the campus is also a residential street with single-family and multi-family housing along both sides. The majority of the neighboring single-family bungalows were built between 1900 and 1912. Most of the residences in the blocks between Pacific and Interstate 90 have been cleared for future expansion of the Interstate corridor. Haven Street forms the eastern boundary, and the west boundary abuts the back and side yards of housing units that front either along Pacific or Lacey Street. The primary entrance and the two-story classroom building face north on First Avenue toward the new "Hive" complex, a joint venture between the Spokane Library and School District 81, which will occupy that entire block. The area between First and Sprague avenues is transitioning to commercial use.

The Libby campus occupies a flat site of about 3.68 acres in area. The classroom buildings occupy the eastern half while a grass turf playfield covers the western half. A chain link fence runs along the perimeter of the playfield back to the west ends of the classroom buildings. The building complex, originally an "H" shape formed by the two-story brick 1928 classroom building, 235' x 66', at the north end, the one-story brick 1928 shop building, 183' x 45' at the south end, connected by a 133' x 35' north-south corridor. The 1928 gymnasium formed a rectangular knob on the west side of a north-south connecting corridor. The corridor was both a straight passageway to the south shop wing and, along the west side, included dressing, shower rooms, toilet rooms, and storage.



*1. Libby Junior High School showing additions and overall campus*

Subsequent additions in 1941 filled in a rectangular notch in the north side of the second floor of the classroom building, and in 1961 added a cafeteria, kitchen, and music rooms to the east side of the corridor and lengthened the original gymnasium. In 1971 a one-story concrete block classroom addition was attached to the west side of the two-story 1928 classroom building. Driveway access from Haven is at the southern portion of the campus and provides access to the kitchen and the shop building. A driveway is along Pacific and provides access to a loading dock along the south side of the shop building. Three wood-frame portable classroom units are west of the classroom and gymnasium wings. Asphalt play courts and sand box play areas are along the west side of the shop and gymnasium wings with the grass playfields beyond.

The building received a major energy upgrade ca. 1986 during which insulated metal panels were placed over the upper sections of the original steel sash, and the upper glass walls of the 1961 cafeteria. Additionally, the interiors of the 1971 addition and 1928 classroom building were extensively remodeled in 1995. In spite of its additions and the partial covering over and replacement of the original steel sash windows, the building retains its original form, crisply rendered detailing, quality materials, and skill of craftsmanship.

The two-story brick building incorporates classical design elements to provide a formal and stately demeanor to a center of learning. The original building was designed by Roland M. Vantyne and F. O. Hughes. Vantyne was a prominent Spokane architect who practiced through the 1930s and who, with Archibald Rigg, had designed the 1921 Hutton Elementary School (SRHP). The 1961 addition to the building was designed by Roland's son, Carl Vantyne, a noted Spokane modernist architect. Originally, the east wing which was added to provide a cafeteria, kitchen and music rooms, was a "crystal palace" with full glass-panel walls, a striking, yet elegant contrast to the classical 1928 building designed by his father. The 1971 addition to the west end of the 1928 classroom building, is a simpler building and reflects the materials usage and economy of the early 1970s.

The building is typical of the classically-inspired grade school buildings that had been built between 1900 and 1920: raised basement podium with a short run of steps to the first floor, two story brick façade dominated by banks of windows, classical proportions and design elements,

with a cornice and parapet wall fronting a flat roof. In the 1920s, the new grade school designs were horizontal one-story buildings with Classical design elements, parapet walls and flat roofs as illustrated at Finch, Wilson, and Hutton elementaries. Hutton's design, however, stood out with a gable roof - the only example in Spokane. In spite of the horizontal one-story buildings that were popular, Spokane's first junior high school used the two-story concept.

### **1928 Two-Story Brick Classroom Wing**

The two-story brick classroom wing faces and fronts along the south side of First Avenue with Haven Street forming its east boundary. Constructed of masonry, the symmetrical facade is faced with "Masonic" rug-face brick in common bond. The color is variegated and ranges from tan to orange to red. Rising approximately 33 feet from a three-foot concrete foundation wall to the top of the coping course atop the flat parapet wall, the building is topped by a flat built-up roof. The front façade consists of the central entry salient, flanking midsections, and projecting end wings. The mid-

sections are identical, but with a slight variation in the window arrangements: the east side which is the same on both the first and second floors, has two wide bands of five sets of steel sash, and in the inside bay, an opening with a set of paired, but wider, steel sash. On the west side, the second-floor mid-section is identical to the east, but the first-floor arrangement is different. On the first floor, from the center to the west end, is a double-sash



*2. 1928 Front Entry*

bay identical to the east side; a separated pair of high-set short and narrow vertical openings; and three equally-spaced double-sash openings. The first-floor easterly bay is aligned with the west edge of the second-floor easterly window band, the second and third bays are aligned with the east and west edges of the westerly second floor window band. (Note that an illustration of the front façade published in 1927, showed the first-floor windows to be the same as the second floor.)

The square end wings step out from the façade plane three feet and are detailed identically to the mid-section—brick foundation wall, variegated brick, long window bands of five sash sections on the first and second floors, belt courses and cornice. The parapet walls, however, step up slightly and frame a decorative terra cotta panel in the middle of the wall.

Each window opening is framed by a brick header course, running vertically on the head, stacked horizontally on the jambs; and on the sills, running vertically and projecting slightly. The sills



extend to the inside edge of the openings and the juncture of the jamb and sill courses is marked by a 4-inch square terra cotta tile. On both sides, the mid-section jamb courses of the five-sash openings extend vertically through the brick field between the first and second floors and connect the window openings. This is not the pattern, however, for the inside paired sash bays where the headers wrap only the openings. On the westerly mid-section, the first-floor brick header courses of the window heads and along the sill lines continue beyond the jambs to connect the openings and form a single rectangular pattern that emulates the five-bay enclosure of the second-floor openings. The same brick header pattern is used on the end wings and central entry salient.

The central entry salient, and as mentioned, the end wings, project three feet from the façade plane (mid-sections). Likewise, they project above the mid-sections of the façade. The parapets of the wings step up about 8-inches at the juncture corners, then inset from each corner, rise six more inches to form a flat pediment. The entry salient is articulated to emphasize the front entry—a centered entry bay with flanking buttresses. The entry bay is adorned by a pink terra cotta entablature formed by flat recessed-panel Doric pilasters rising from molded square bases and terminating in flat Doric capitals supporting a relatively plain entablature. Atop the projecting entablature cornice is a balustrade with turned spindles between molded pedestals aligned with the pilasters and the inside of the recessed mid-section of the salient. A large steel sash window is set within a narrow brick field within the span above the balustrade and extending the molded belt course at the window heads. The opening is framed by brick header courses as previously described. The upper third of the original steel sash has been covered by solid metal (aluminum) insulated panel.

The buttresses flanking the entry bay are identical and each side contains a single centered window opening on the first and on the second floor. The openings are framed with brick headers identically to the mid-sections and the jamb course from the first floor extends through the brick field to also frame the window opening of the second floor. The top half of the 24-light steel sash windows have been covered by an insulated metal panel with louvered vents. A pink molded terra cotta (or pressed tin) belt course tops the window heads and extends across the recessed center section, the flanking buttresses, then turns the corner back into the mid-section and extends to and around the projecting end wings. Six courses above the belt course is a much more elaborate and wider cornice molding that runs the same route as the belt course. The parapet wall above the cornice steps on two planes to a low triangular pediment atop the center section. The middle of the buttress pediment steps up to frame a terra cotta shield set in the brick field. As with the window frames below, the bas relief shield which depicts the book and torch of learning is framed by brick headers. The more pronounced recessed center entry bay section rises above the buttress walls to a low triangular terra cotta pediment set atop the molded pressed tin coping. The coping caps the entire parapet wall of the building. Relieving the step from the flanking walls to the center section are scrolled wings of pink terra cotta. A flat rectangular panel inscribed with “LIBBY MIDDLE SCHOOL” is within the brick field beneath the pediment.

Within the entablature framing the main entry, is a secondary brickwork frame: a segmental arch composed of three courses of vertical brick headers embellished by pink terra cotta keystone and

skewbacks. Jambs composed of a double column of stacked brick-header and brick-stretcher courses support the terra cotta skewbacks. The entry door assembly (original) is composed of double wood doors with lower recessed flat panel and upper six-light window. Sidelights with lower recessed wood panel and upper three-light glass panel corresponding to the door configuration and a three-section segmental arch transom window fill the opening. The transom is configured with a twelve-light middle section above the doors and flanking two-light sections over the sidelights. The entry at the end of a 32-foot concrete sidewalk is at grade with seven steps inside the entry vestibule to first floor level.

The window sash have been altered: the original sash is multi-light steel divided by two horizontal mullions into three sections each with four columns and two rows, for a total of 32 lights. In the five-sash set arrangement, the middle three sash have operable four-light middle sections, while the bottom halves of the paired sash pivot to open bottom out. In the late 1980s, the upper half was covered with insulated metal panels (and sheetrocked on the interior face). Additionally, the existing original bottom sections are gradually being replaced with aluminum storefront windows with internal grids while leaving the upper window covers in place. The new sash is divided vertically in accordance with the original sash pattern; but the new lower half contains a four-column, three-row configuration. Additionally, alternating sash sections have a middle four-light section that is operable.

### **East Façade – 1928 Classroom Wing, 1961 Addition, 1928 Shop Wing**

The east façade consists of the north, two-story 1928 classroom wing, the 1961 Cafeteria/kitchen addition, and the south one-story 1928 shop and plant wing and the visible segments of the recessed central corridor, with only the southern segment fully visible.

The east façade of the two-story original 1928 classroom wing is detailed the same as the afore-described front façade. The centered entry is at grade with stairs to the first floor within the entry vestibule. The entry bay penetrates and divides into two equally-sized and detailed sections, flat, blank brick walls each with a rectangular brick pattern composed of brick headers.



3. East Façade - 1928 Classroom Wing

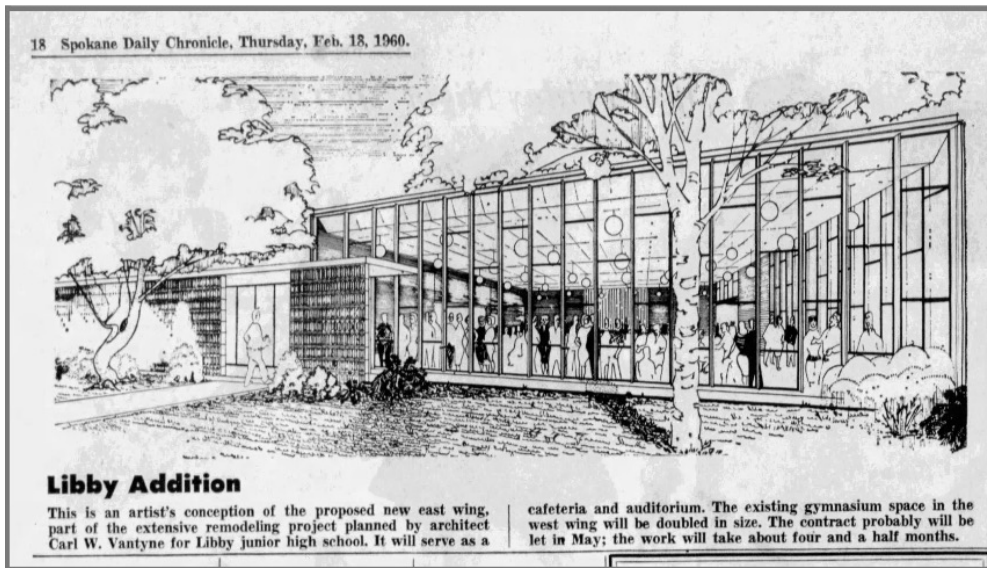
The molded belt course which terminates the entry bay, cornice, parapet wall and coping are the same as described for the front. The entry is configured almost identically to that of the front with Doric pilasters, entablature, balustrade, and large steel sash window above. The width of the door assembly is slightly smaller with the omission of the sidelights. Above the window opening (upper section of steel sash covered with metal panel), is the belt course, a continuous wall section, the cornice, and within the two-step flat pediment, the bas relief book and torch shield. The parapet wall and coping step up slightly at the corners.



### **Addition - 1961 East Wing**

#### **East Facade**

Attached to the east side of the central north-south corridor connecting the main classroom building on the north and the shop classrooms on the south, the concrete block and glass-panel addition is divided into two sections: the cafetorium on the north and the kitchen on the south. In the area between the cafeteria-kitchen and the central corridor on the west are the band room with office and practice rooms and a choir room with platform, janitor's room and office.



5. 1960 newspaper rendering of new east wing

Fronting the kitchen (faculty dining room) and a portion of the cafeteria is a concrete block wall in a Layrite "Starlite" pattern which allows light passage. Set 6'-4" in front of the kitchen wall, it is the same height as the kitchen wall and covered by the roof extended from the kitchen. A sidewalk from the street enters the "Starlite" wall and passes to a door in the cafeteria wall at the

juncture of the cafeteria and kitchen. The door opening contains double flat-slab steel doors with a single-light transom above. The glass-wall cafeteria is framed by a low concrete foundation wall, concrete posts at the northeast and the southeast corners and a 12-inch cornice fascia fronting the deck of the flat built-up roof. The sheet metal fascia is ribbed to correspond to the mullions



of the glass panel façade wall. The wall is composed of sixteen columns of glass panels divided by steel mullions spaced at 2'-9" on center. Narrower horizontal muntins divide the vertical panels into variable widths from 4 feet to 5 feet. The muntins are staggered and alternate every other vertical division as do the bottom glass panels which are operable. During an energy retrofit in 1986, insulated aluminum panels replaced the upper 10'-6" of the glass panel wall,

with the lower 6 feet remaining open. The panels are bronze in color and ribbed to correspond to the mullions and the ribbed fascia above.

### **1928 Building – East Façade Central Corridor and Shop/Boiler Room**

The 1928 one-story wing at the end of a north-south enclosed corridor is approximately 183 feet long (east-west), 45 feet wide with a height of approximately 20 feet depending on grade. The building originally housed the wood shop at the west side, and metal shop and drafting room on the east side, with storage rooms, and in the basement below the east wing, a boiler room. The

plans for the 1995 remodel labeled the metal shop and the drafting room as storage rooms. The wood shop remained as originally built with the addition of girls and boys toilet rooms and a janitor's room between the shop and central hallway.

A short 20-foot segment of the central corridor between the 1961 addition and the 1928 wing is visible and carries the same pattern as the two-story classroom wing which carries to the one-story shop at its south end. As with the main classroom building, the end wall of the shop wing has a parapet wall that steps up to a flat pediment that incorporates the bas relief terra cotta book and torch shield. Two window openings are equally-spaced within the east wall and two louvered vents are between the



*6. Southeast corner showing original shop wing, 1961 addition and original classroom building at the rear.*

bays at the top of the foundation wall. As previously described the windows are framed with stacked brick header jambs, vertical brick header window heads that abut the belt course, and vertical brick header sills. The sash is double steel with 24-lights, to top half covered with insulated metal panels.

### **1928 Shop Building – South Façade**

The one-story brick façade is asymmetrical, and because of grade slope, the floor level is about five feet above grade as demonstrated by the foundation wall. A loading dock and stepped landings to the entry doors illustrate the height. Above the concrete foundation wall, the brick wall is detailed the same as previously described: brick field,



*7. 1928 Shop wing, south facade*



pressed tin window head belt course, projecting molded cornice, parapet wall and pressed tin coping. The front entry to the central corridor is offset to the east of center by almost 30 feet. The entry bay is accentuated by projecting approximately 3 feet, stepping up the flat pediment four brick courses and centering the bas relief book and torch of learning shield within the parapet wall. The entry surround is semi-circular composed of three-courses of vertical headers with a pronounced terra cotta keystone that extends upward to abut the pressed tin belt course molding. Square terra cotta springers support the ends of the arch courses. A single column of stacked brick headers forms the jambs and runs between the springer and the top of the concrete foundation wall. A double multi-light transom tops the double entry doors. The top section is a fan window with fourteen lights separated by a molded mullion from the fourteen light (2 rows, seven columns) section below. The doors are metal with recessed panels in the bottom half and glass panels in the upper. The entry landing is at grade with a ramp to the first floor within the entry vestibule.

The wall east of the main entry contains a single steel sash in the first bay, a double-steel sash window bay, a pedestrian entry bay, and a second double-steel-sash window bay. The window surrounds, sash, and insulated metal covers are detailed as previously described for the rest of the 1928 building. The brick framed entry bay is divided into two sections: the west half is 8-inch-square concrete block and a solid-panel steel door is in the east half. A solid insulated metal panel covers the original transom window. This door is approached by a poured-in-place concrete landing with eight steps that open to the east. A wrought Iron railing edges the steps and landing. This wing of the building originally housed the metal shop and drafting room, but in the 1995 remodel the rooms were labeled as storage rooms.

The west side of the entry has a longer wall and includes, attached to the wall just west of the main entry, a 15-by-26-foot, 8-foot-high concrete block wall enclosing a chiller (no roof) and, adjacent to its west, a 10-by-35-foot poured-in-place concrete loading dock. A straight run of seven steps that opens to the south is between the chiller wall and dock platform. The dock slopes down from the entry door to the east to the loading platform. The door opening is framed with brick headers and consists of a centered flat steel-slab pedestrian door with sidelights and four section transom that are covered with insulated metal panels. Finally, a standard double-sash window bay is between the entry and the southwest corner of the building. At the corner, a 6-foot chain link fence projects south to the sidewalk, turns west and continues along the sidewalk to the west end of the school playground.

### **West Façade**

On the west side of the central corridor, the west façade is composed of, from south to north, the end of the 1928 one-story brick shop building, the 1961 concrete block gymnasium addition/1928 brick gymnasium, and end of the 1928 two-story classroom building and 1971 concrete block addition. The west end of the shop building is essentially the same as the east, concrete foundation, brick wall with two equally-spaced double-steel sash window openings, molded pressed tin belt, cornice and coping. The parapet wall has a one-step pediment that surrounds the bas relief terra cotta book and torch shield. Attached to the northwest corner of the shop building is an open, chain link fence enclosing a utility area covered with a flat corrugated-metal shed roof. The façade detailing is similar to that previously described.

**1971 Addition to West End - Plans by Sylvester Associates Architects – 9/14/1970**

In 1971, a square concrete block one-story wing was added to the west façade of the 1928 classroom wing, 69'-4" long (east-west) by 65'-5" deep (north-south). Eight-inch square and conventional 8" x 16" concrete blocks stacked on a 32-inch concrete foundation wall comprise the façade wall that is 15'-6" in height. The concrete foundation wall continues at the same height as that of the 1928 building, projecting about four inches with a bevel to provide a drip course. The addition is relatively austere with detailing provided by using a combination of 8-inch-square and standard 8-by-16-inch blocks to provide texture and articulation. The field is generally 8-by-16-inch with articulation provided by slightly (4-inches) projecting the corners and the north and west entry bays and using stacked 8-inch blocks to provide further definition. Two horizontal bands, both formed by single rows of 8-inch blocks, wrap the west and south walls; one at the door heads and the other at the bottom of the parapet walls. The top of the parapet wall is clad with a sheet metal coping that provides a decorative element by narrowing the width of the fascia as it wraps corners and entries. The addition is topped by a flat built-up roof. The roof is layered with a 4-inch concrete slab clad, rigid foam insulation, and lightweight concrete. The parapet wall extends 24-inches above the roof top.

The north façade (front) is slightly inset from the corner and extends from the west wall of the 1928 classroom building. The wing's main entry is in the northeast corner and pushes back into the recessed entryway at the same height as the 4-foot-deep entry alcove. The recessed alcove contains a double-door entry with glass panel sidelights and transom that opens to a nine-foot-wide corridor. Two



*8. 1928 building and 1971 addition juncture*

horizontal three-light windows are in the façade, both set on a 4-inch-wide concrete block sill. The windows are three-light aluminum sash with a sliding center section fronted with a diamond pattern extruded metal security screen.

The symmetrical west façade is detailed similarly to the north elevation. The façade includes a slightly projecting entry bay, flanked by stacked 8-inch block surrounds, and slightly offset from the center. A square concrete post, set to the projecting entry-wall plane, divides the entry into two openings. Metal panel doors with sidelights and transoms are in each of the openings. Within each of the flanking walls are two windows that abut the projecting outside corner and the projecting entry bay surround. At the same sill height and opening height as the front, the windows are one-light metal sash and covered with a security screen.

The south façade includes a 20-foot by 58-foot patio that extends from the south wall, with an 8-foot-deep covered section between two wing walls. The outside wall is detailed the same as west and north. The wall section within the covered patio includes a window in the west corner, and a sliding door opening (now fixed) inset approximately 10-feet from the southeast corner. A second sliding door assembly in the middle of the wall was closed over in the 1995 remodel.

An “L”-shape corridor provides access to the four classrooms within the wing (per the original 1971 plans). With the front entry in the northeast corner, adjacent to the northwest corner of the 1928 classroom building, a corridor runs south to intersect with the central east-west corridor in the middle of the wing. This middle corridor provides access to the four classrooms, toilets and support rooms as well as the entry from the 1928 classroom building (original west entry) and exits through the west end. In the 1995 remodel, the rooms were reconfigured into two large classroom spaces, with portable dividers to split two rooms. New flooring, ceilings and lighting, walls, doors, and trim replaced the 1971 materials.

### **1995 Remodel plans – Interior of 1928 Classroom Building**

First Floor – The front entry is centered in the building and through a stepped corridor provides access to the central east-west hallway of the first floor. The entry was modified by closing the landing and stair run to the second floor and adding doors to close off the central east-west hallway. Immediately west of the entry corridor on the north side of the hallway is the office area with books storage and records rooms. A men’s room is adjacent to the west, followed by a storage room and library in the west end and northwest corner. At the west end of the hall are stairs that ascend in a switchback to the second floor, and a doorway to the 1971 addition (original doorway and the same as on the east end). Across the hallway and stairs to the second floor along the south side is a classroom and girl’s toilet, showers and locker room. Opposite the main entry corridor is the major north-south corridor that connects with the gymnasium, cafeteria, kitchen, music rooms, and shop building at the south end. At the east end of the building, along both sides of the east-west hallway are six classrooms, counselor’s and nurses’ offices. A stairway to the second floor and exit doorway are at the east end. The main hallways are original terrazzo floors and base with sheetrock and plaster walls and ceilings. Carpeted and vinyl floors and dropped acoustical tile/fluorescent light fixture ceilings are typical in the classrooms. Trim is a combination of original wood and rubber base moldings, flat contemporary door trim and doors. Original wood trim and moldings adorn the west stair tower between the first and second floors.

**Areas of Significance –****Category A - Broad Patterns of Spokane History, Education****Category C – Architecture****Significant Dates – 1928, 1961****Architect – 1928 building - Vantyne and Hughes (Roland M. Vantyne);****1961 Addition - Carl W. Vantyne****Builder: Spokane School District No. 81****Summary**

Libby Junior High School is significant under categories A, Broad Patterns of Spokane Educational History, and C, Architecture.

Built in 1928, Libby Junior High School and its companion on the northside, Havermale Junior High School (1928) were the first junior high schools to be built in the Spokane school district. With its venture into the new school concept, Spokane was advancing to a new era in American education. The typical school system at that time had consisted of elementary/grade schools and high schools. The junior high school --grades 7 through 9 – was an innovation and reorganization of the pattern of secondary education in the United States.

“The junior high school would become the transition between the elementary experience and high school. In the late 1800s when compulsory attendance laws were first enacted in the United States, most elementary schools served students in grades 1-8, while secondary schools were reserved for students in grades 9-12. The National Education Association's Committee of Ten on Secondary School Studies, led by Harvard University president, Charles Eliot, argued that seventh and eighth grade students needed to be introduced to more advanced coursework that would help prepare them for college and that advanced students should have access to the necessary coursework to be able to graduate early. After the committee proposed making elementary first through sixth grade and moving seventh and eighth grade to high school, junior high schools began to pop up in the early 1900s and were prevalent by the mid-1900s. One of the biggest contributions these schools made is the ability for students to try various exploratory courses that helped them discover their interests. Junior high schools were also the birthplace of homeroom classes, teacher advisory programs, extracurricular activities, and integrated instruction.” (Historic Development of the Middle School Movement)

Although the original 1928 Libby Junior High School has been altered over the years with a major addition in 1961, a second addition in 1971, energy upgrades that covered upper sections of windows in 1986, and major interior renovations in 1995, the original 1928 classroom building retains integrity of form, craftsmanship, material, and most importantly, design presence. Even though the windows have been significantly altered, the 1928 classroom building is recognizable as the building attended by thousands of students over its 93-year life. The building was designed by two generations of Vantynes, Roland for the original classically-inspired 1928 building, and Carl for the Mid-Century Modern 1961 addition. The 1961 kitchen-cafeteria addition by Carl Vantyne was significant in its original configuration of “floor to ceiling” glass, but the 1986 energy upgrades significantly reduced the expanse and character of the glass.

The 1928 classroom building and its partner Havermale Junior High School were the last of the junior high schools to follow the two story model that had traditionally been used by Spokane elementary or grade schools. Although at the time of the construction of Libby and Havermale, the 1920s Wilson, Hutton, and Finch elementary schools were precursors of the modern one-story elementary and junior high schools in Spokane. After Libby and Havermale, the next wave of junior high schools to meet the baby boomers were one-story buildings configured with multiple classroom wings extending from a central corridor. These schools were built in the late 1950s and include Glover, Shaw, Sacajawea, and Salk junior high schools. In that wave, Libby was expanded by extending the gymnasium, building a modern addition to include a kitchen, cafeteria, and music rooms, and conversion of the old kitchen/cafeteria into classrooms.

Libby Junior High School through its history has served one of Spokane's most demographically-diverse areas of the city spanning the East Central and the South Hill neighborhoods and prepared students for their high school experience at Lewis and Clark High School and later, Ferris High School.

### **HISTORICAL CONTEXT**

The following narrative about the development of the Spokane school system is adapted primarily from these sources: Emerson (2008), HistoryLink.org Essay 8723, and National Historic Register Nomination for Lewis and Clark High School (2007); "Spokane: Early Education," Pratt (1943); Spokane Public Schools: A Brief History and the Annual Report for 1941-1942. Spokane School District No. 81;" and Spokane Public Schools School District No. 81 (1989), "First Class for 100 Years."

The first school in Spokane was opened by Spokane Garry, a Spokane Indian, in 1870, near the site of Drumheller Springs, north of the Spokane River. At that time, few people resided in Spokane Falls, a townsite settled by J.J. Downing and S.R. Scranton in 1871. It was not until the fall of 1874 that a school election was held in Spokane Falls in which Henry T. Cowley, Cyrus F. Yeaton, and L.S. Swift were elected directors. Reverend Cowley was elected as teacher. In January 1875, Cowley began the first public school in Spokane, housed in his home (at current site of Cowley Park on the lower South Hill). Soon thereafter, Mrs. L.S. Swift took over teaching the first students in her home. The first annual school report, prepared by C.F. Yeaton, in 1887 shows eleven children in the district between the ages of 4 and 21 and that there was an average daily attendance of four children. The first dedicated public school building in Spokane, a two-room wood frame structure, located on the former Northern Pacific right of way near Lincoln Street, was built in 1878.

The arrival of Henry T. Cowley in Spokane coincided with the organization of the first Spokane school district in what was then Stevens County. Designated as School District 8 and organized in 1872, its boundaries included: "Commencing at the mouth of Hangmans Creek, following up the Creek to the Idaho line, thence north along said line to Spokan River, thence down Spokan to place of beginning." (Pratt, 1946). The superintendent of Stevens County schools at the time was James Monaghan, who would later become a prominent Spokane businessman. The school founded by Cowley became a part of the new school district. When Spokane County was formed in 1879, J.J. Browne was appointed

superintendent of the newly designated Spokane School District No. 41. Maggie M. Halsell was elected in the first county election held in 1880, to succeed Browne. (Emerson, 2008)

In the year 1889, Spokane schools were reorganized as School District No. 81 and David Bemis was hired as superintendent. Bemis' task was to organize a massive building campaign. At this time six schools were in operation: Central school (high school and grade school), Lincoln school, Bancroft school, Bryant school, Irving school, and Logan school. In July 1890, \$250,000 in bonds were sold with which a new high school building, and four elementary school buildings were erected. The Central building was removed to a new location to provide a site for a new high school and new buildings were built for Bancroft, Irving, Bryant and Franklin schools. (Pratt, 1946)

Designed by architect Charles F. Helmle, the new Spokane High School was built in 1891 at a cost of \$110,000. The school grew slowly at first increasing from 7 graduates in its first year, to 39 students in 1901. But the growth of Spokane and increasing enrollment required the construction a new high school, one north of the Spokane River. The north side high school, North Central, was completed in 1908. The original high school then became South Central. School bond levies of 1907 and 1909, coinciding with the rapid growth of the city, were approved to continue the building of new schools in Spokane. In 1910 disaster struck and South Central high school was destroyed by fire, but rebuilt on the same site and reopened as Lewis and Clark High School in 1912.

As reported in "First Class for 100 Years," by 1890, Spokane had constructed six elementary schools (Central [within South Central High School], Bancroft, Lincoln, Irving, Bryant, Franklin [original Franklin was replaced in 1909]), and by 1900, Spokane had constructed eleven more (Whittier, Emerson, Logan, Longfellow, Edison, Washington, Garfield, Hawthorne, Grant, Lowell, and Holmes. Eighteen elementary schools were built between 1900 and 1910, the heyday of school building. The next ten years through 1920, saw the construction of Mann, Alcott, Yardley, Rockwood, and Cowley. (Spokane Public Schools 1889-1989, 11/1989). Rockwood's span though would be quite short, only four years, since it was replaced by Hutton School in 1921. Two existing schools that followed Hutton in the 1920s include Finch (1924) and Wilson (1927).

Until the construction of Libby Junior High School on the south side and Havermale on the north in 1928, elementary students (grades 1-8) graduated directly into high school. Libby was built to facilitate the passage of south side elementary students from grade school to Lewis and Clark High School and Havermale Junior High School on the north side to service North Central (and to some degree Hillyard High School).

### **Libby Junior High School – the first of Spokane's modern junior high schools**

Opening its doors on September 6, 1928 to 360 students—but "without desks, lockers, and a place to lay a sheet of paper," Libby Junior High School was one of Spokane's first two modern junior high schools. Libby, south of the Spokane River, and Havermale Junior High School, north of the river, built in the same year, would support Lewis and Clark High School on the lower South Hill and North Central and Hillyard High on the near north side. Libby served south side students first as a junior high school, then as a middle school, between 1928 and 1994, when it was replaced by the new Chase Middle School in 1995. Since that time, the building has been remodeled and repurposed but continues to serve the education needs of Spokane and maintains its presence as a community asset in the diverse East Central



neighborhood. The Libby Junior High School was designed by Roland M. Vantyne with the firm of Vantyne and Riggs, a prominent architectural firm in Spokane, and architect F. Omar Hughes, in a dignified “colonial adaption” style as defined by the local press. A new cafeteria and kitchen were added in 1941, and in 1961, a major addition designed by Carl Vantyne son of Roland added a new cafeteria and kitchen, and expanded the gymnasium. A final addition, designed by Sylvester Associates Architects, was built on the west end of the original classroom building in 1971. At the completion of the new Chase middle school on the South Hill in 1994, Libby middle school was vacated. A major interior remodel was completed at the design of Tan Heyamoto Architects as the new Libby Center, a special purpose building designed for professional and gifted learning, and as a community center.

The 1928 building, in spite of the additions, retains the location, integrity of design, materials, and craftsmanship. The original forms of the one-story south shop wing and the north two-story classroom wing have been maintained in spite of additions, and the partial covering and, in several cases, the replacement of the original window. The 1961 addition is well-defined and a good example of mid-century modern design and use of glass panel, while the 1971 addition, although basic in form and material, retains its original character as a distinct addition to the west end of the 1927 classroom building. The building continues to convey the fundamentals of an educational building; one that holds an important place in its East Central Neighborhood and the educational history of Spokane.

### Construction of Spokane’s First Modern Junior High Schools

On January 25, 1926, the *Spokane Daily Chronicle* (*Chronicle*) reported a plan by the city school board to readjust the school units in accordance with the proposed \$600,000 bond issue. A new Arlington building to serve the Hillyard area, an addition to Finch elementary, building a six-room Wilson school and constructing a “A junior high school building property located on the North and South Sides will relieve both of the high schools.” The article continues, “as a form of school organization, the junior high school has the unanimous support of the leading educators.”

An article in the February 20 issue of *The Spokesman-Review* told of the need of the “\$990,000 bond issue” (misprinted in tag line, should be \$690,000). Mrs. J. M. Simpson, president of the Spokane school board explained the need for the building improvement proposed in the bond vote scheduled for the March 9 election. The city’s three high schools designed for 3800 students were now filled with 4930 students. North Central, Lewis and Clark, and Hillyard high schools were overcrowded. The junior high schools were intended to provide needed classroom space. “Two junior high schools are also proposed, one for 850 students on the North Side and one for 600 on the South Side. Grounds are available for all buildings except the North Side junior high school.”

On February 26, 1926 the *Chronicle* editorial opined “**All Spokane Will Profit**” by passing the \$690,000 school bond. Again, a junior high school, accommodating 600 pupils would be erected south of the river.

On March 5, the “**Education Board Tells How Funds to be Spent**,” informed the *Chronicle* in advance of the March 9 bond. The south side junior high would accommodate 600 pupils and cost \$175,000. The five new schools would accommodate 2150 students and cost \$620,000. An additional \$70,000 was allocated to the north side junior high equipment and site purchase.

In a March 11 article in the *Chronicle*, Spokane Schools Superintendent Orville Pratt explained the advantages of the junior high school concept. "Pupils of the sixth grade in the grade schools and students who will attend the new junior high school will now have a better chance for developing leadership and initiative as they will be the oldest members of their respective schools. ..." The junior high schools will care for students of the seventh, eighth and ninth grades only." "Attention to the individual student can be paid much more easily than at present while the student will have the opportunity to give more care in planning his senior high school and college courses with the help of a special vocational director."

In more discussion on junior high schools in Spokane, the School Board was working on plans for a comprehensive school system that would ultimately have six junior high schools. As reported by the *Chronicle* on March 13, 1926 with the passage of the \$690,000 bond issue, the board was looking to the future and planning beyond the two schools recently approved to the next group of junior high schools that would meet growing demand. The article revealed that there are "No Real Junior Highs Here," and the proposed north side and south side schools would be the first and follow Tacoma's model.

Nationally, the junior high school was a growing educational movement. Initiated in 1895 in Richmond, Indiana, the junior high movement did not gain acceptance until 1909-1912 when Columbus, Ohio and Berkeley, California organized junior high schools and the number of school districts adopting the concept multiplied. Educators saw this model as an excellent way to correct the numerous ills of the American school system during the early 1900s.

Various factors—social, economic and political--set the stage for the development and growth of the junior high school movement. Writings on adolescence by pioneering psychologist and educator G. Stanley Hall in the early 1905, school building shortage caused by WWI, studies on high school drop-out rates, recommendations for education reorganization by national committees, criticisms by educators on the existing system and others.

During the decade of the 1920s, the number of junior high schools grew precipitously from 100 separate junior high school in 1920 to 1,842 in 1930. Articles on this concept "flooded professional periodicals." By 1930 more than twenty-five books on the junior high school had appeared. Although the onrush of junior high concept slowed down during the 1930s and 1940s, the number continued to increase somewhat. In spite of that, the outlook was good and the concept would adapt to growing needs. (Lounsbury, 1956).

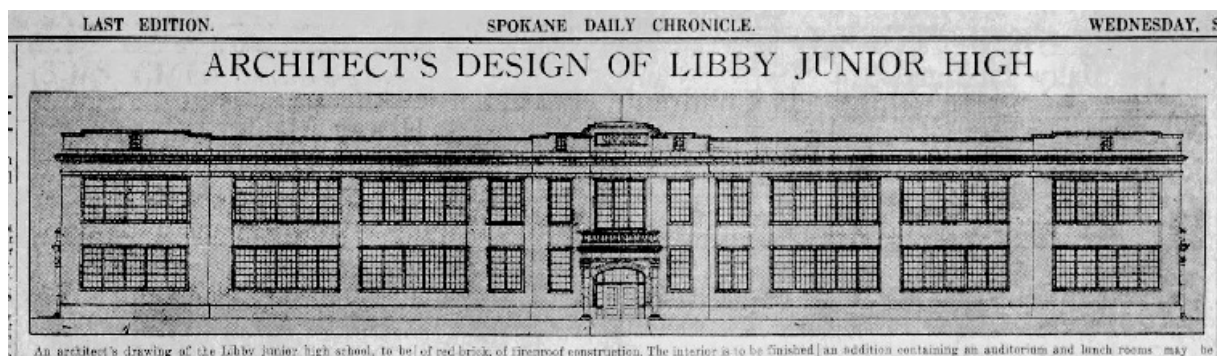
On April 9, 1927 *The Spokesman-Review* reported that the School Board had given official approval to the south side junior high site at Pacific and Haven. Superintendent Pratt presented figures showing the grade schools within a mile radius would supply 500 eighth and ninth grade pupils in the next year; the school will be designed for 500 pupils. The site had been purchased for \$33,000 four years prior and contained seven houses which had been rented out. The houses would be vacated in May and sold by auction.

The next big step in the evolution of the south side junior high was reported by *The Spokesman-Review* on April 1: “**Name Architects to Build School.**” The team of R. M. Vantyne and F. O. Hughes were selected after “many executive sessions to thresh out the question of who to employ as architect for the new South Side junior high school.” The article noted that the two architects do not office together. Because of board member opposition to Archibald Rigg of Rigg and Vantyne on account of structural issues with Hutton school (big cracks in the walls that were attributed to Rigg’s design), the firm split in order to design the south side project.

In the next month, as reported by *The Spokesman-Review* on May 24, 1927, the south side school received its name: Libby, in memory of Professor and Mrs. I. C. Libby. “Mr. Libby for many years taught Latin at Lewis and Clark High School and was respected and loved by pupils and teachers.” The north side school was named after Mr. And Mrs. S. G. Havermale. Mr. Havermale had been the county’s first superintendent of schools. The article also indicated that Roland M. Vantyne, architect, had submitted and gotten approved the preliminary drawings for the Libby School. The 500-student school would cost around \$175,000 and would be planned for future expansion to house 400 more students when necessary. The architect’s final plan drawings were underway, and in July, the school board asked the architects “to hurry them along” in order that construction might be started while the weather was favorable.

On August 9, *The Spokesman-Review* reported that acceptance of the Libby plans had been deferred. Superintendent of Buildings, Frank Williams, would check over the drawings and would report to a special meeting of the school board. The *Review* reported on the 25<sup>th</sup> of August that a contractor had been selected for the Havermale Junior High, which had been designed by Louis Zittel. Additionally, the plans and specifications had been accepted by the school board and that bids were called, to be submitted by September 12, 1927. “**Bids on Libby School \$197,813,**” announced *The Spokesman-Review* in its September 13 edition. A. McLellan was low on the general contract at \$144,482. I. J. Blair was low bidder on plumbing and heating at \$9228; and for electrical wiring, the lowest bid was Inland Electric company at \$15,562. On the north side, work on Havermale had commenced with a steam shovel and six or seven trucks preparing the site.

The newspaper gave a peek at the future Libby Junior High followed on the next day, on September 14, with the *Chronicle* featuring a rendering of the “Architect’s Design” of the new school across the top of page 13. A brief description of the building was included in the photo



9. *Spokesman-Review Architect Rendering*

caption. "Plans call for a building with 235 feet of frontage, 238 feet deep, with 28,000 feet of floor space. It is to be of red brick, of fireproof construction. The interior is to be finished in fir, with terrazzo floors. The front wing is to be two stories high and the rest is one story. The front will include nine classrooms, and the rear, shops, gymnasium and dressing rooms. In the future, an addition containing an auditorium and lunchrooms may be built." Hughes and Vantyne designed the \$175,000 building. An October 9 report in *The Spokesman-Review* updated construction progress. "The Libby site had been excavated and the pouring of concrete was underway. At Havermale, the entire foundation had been poured. Frank Williamson said that good progress is being made on both jobs." On October 25, *The Review* reported that the Libby school brick contract had been let to American Fire Brick Company. The brick would be a rough brick of light color and called "Masonic Rug Tex."

November 16, 1928 was Libby's dedication: "**Two Programs at New School**," as reported by the *Chronicle*. A photograph of the "Fine New Libby Junior High" accompanied the article. The student body would attend the first ceremony held at 2 o'clock, and the second at 8:30 for the general public would be held in the gymnasium. The Libby orchestra would play for the student opening, and the Lewis and Clark High School orchestra for the evening program. Mrs. R. Rothrock, president of the Libby Parent-Teacher association, and Alex Turnbull, president of the board of education, would speak with H. C. Godfrey Fry, principal, presiding. Dr. G. Allen Coe, professor of education of Washington State College, as the main speaker, would discuss the "Place of the Junior High School in American Education." According to the photo caption, "Masonic rug" faced brick has been used in the exterior construction, and the architectural design is "Colonial Adaptation." The library, woodworking and metal shop rooms were touted as the outstanding features.

The *Spokane Daily Chronicle*, pondering the recent dedication of Libby Junior High School, proffered an editorial in recognizing "**Growing Spokane Will Need More New Schools**." In the November 26 edition, the fact that the opening of the new junior highs did not relieve materially congested conditions at the high school and that the relief has been almost negligible "is a fine indication of the growth of Spokane's school population." It was also noted that the new buildings "meet a real need in the Spokane school system, providing special training for the transition from the grades to the high school period. They serve particularly the eighth and ninth grades and give instruction that is beyond the regular grade course as a preparation for the later high school work."

As the year 1929 closed, the need for a \$1,000,000 bond issue for the board proposed "Big Building Program Beginning in 1930." The school population was continuing to grow. On the list of projects were again Libby and Havermale. "Complete buildings of the Havermale and Libby junior high schools now occupied for the second year." "And, in a few years, a junior high school for the South Side."

The *Spokane Chronicle* lauded Libby Junior High in a November 18, 1938 editorial "**Junior High Fills Big Place**."

Libby junior high school can bring a good report to patrons and other taxpayers on conclusion of its first 10 years of service in Spokane.

Alumni, students and school officials joined this week in exercises recognizing the part the school has played in the educational system. That part has been an important one.

One of the chief benefits has been the softening of the transition between the grade and high schools. It has encouraged many a student to continue his studies into the higher brackets and in so doing has difference between success and failure for an incalculable number of youngsters.

**“Libby Junior High School Becomes Progressive Learning Center This Year.”** The *Chronicle* edition of September 2, 1939 told the story of the schools proposed transformation into a “tryout, information exploratory” school in the true meaning of the word junior high school. Principal H. C. G. Fry made the announcement that Libby will be the center of progressive education under the new system. According to Fry:

#### **Aptitude Experiment**

“Chief feature of the plan is to experiment with the aptitudes of its pupils to determine for what subjects they have a natural inclination.”

“If the plan is 100 percent successful, every pupil who is graduated from Libby will have determined for what vocation he or she is best fitted. He or she can then follow this course in high school.”

“For those who do not wish to experiment to determine for what subjects they are best fitted, we will continue the present general education courses. All students will be required to take English, some form of mathematics and physical education.”

The next step in Libby’s development came in 1941 when a large cafeteria was constructed on the second floor of the school building. Construction began in February and was expected to be completed about May 15. Bids were called in January for the cafeteria with an expected cost of \$11,000. On February 14, 1941 it was reported in the *Chronicle*, that contracts had been let for a four-room addition to Wilson Elementary School, four new classrooms for Rogers High School, and work was scheduled to begin on the new cafeteria for Libby Junior High School. On March 18, *The Spokesman-Review* reported a building permit issued for a \$10,600 brick and concrete addition to Libby Junior High School. On June 24, a short article reported by *The Spokesman-Review*: **“School Edifices Being Improved,”** listed the cafeteria at Libby as having been completed. **“Libby Junior High Proud of Its New Cafeteria,”** proclaimed the photo caption in the August 31, 1941 edition of *The Spokesman-Review*. The new room had capacity for approximately half the student body, and students would be permitted to eat in it whether or not they purchase food.

The new cafeteria filled a 123-foot by 25-foot void on the rear of the second floor of the main classroom building between the east and west wings. Within this space was a kitchen at the east end with the bulk of the space devoted to dining. Multi-light wood sash windows opened to the south (rear) of the dining room and kitchen. Rigg and Vantyne were the architects for the project (plans – 1/2/1941). Note that the Vantyne was Carl, the son of Roland who had designed the original Libby buildings and passed away in 1938.

**“Architects Picked for New Schools”** announced *The Spokesman-Review* on May 23, 1959. The next round of improvements were scheduled for Libby Junior High School. Among the list of projects were the new south side senior high school, and the new northwest junior high school at Alberta and Francis. Three other new junior high schools were already under construction or nearing completion: Glover in the northwest quadrant, Shaw in Hillyard, and Sacajawea in the Manito area. [Sacajawea Junior High School, covering the upper South Hill neighborhoods would supplement Libby in preparing students for Lewis and Clark High School.] Carl W. Vantyne was named architect for remodeling and additions planned for Libby junior high school. Vantyne and Verne C. Chaney of the city school plant department met with the Libby staff on October 5, 1959 to discuss the modernization program. **“New Junior High Projects Advanced”** was the news reported by the *Chronicle* in its November 25 edition. The preliminary plans of architect Victor L. Wulff for the new “northwest” junior high school had received full state support, work was progressing nicely on the Sacajawea Junior High project, and according to Superintendent William C. Sorenson, “the state gave approval to preliminary plans prepared by Carl W. Vantyne and approved support in the amount of \$35,449 on the \$204,000 Libby project.”

On February 11, 1960, the *Chronicle* provided an update on the Libby project: “Plans for the \$270,000 remodeling and addition at Libby junior high school were presented before a delegation from the Libby district. Architect Carl W. Vantyne said it will take four and a half months to complete the project after the contract is let, probably sometime in May. *The Spokesman-Review* also covered the same projects but provided somewhat more detail about Libby.

#### **“School Board Considers Junior High Problems.” Rooters Applaud**

A delegation including Libby Principal Carl E. Halvorson formed a “rooting section” at the meeting and applauded the decision of the board in approving a \$270,000 construction and remodeling program for the East Side school. Delegates wore emblems bearing the question, “Why the delay?”

The project includes doubling the size of the gymnasium as presented by Architect Carl W. Vantyne and construction of a cafetorium, band rooms, practice rooms, office facilities and other rooms on the east side of the school between the existing north and south wings.

Other proposed work includes fire safety projects and relighting the entire school.

Vantyne estimated it would take 4-1/2 months to complete if the contract could be awarded in early May.

The following week, on February 18, the *Chronicle* provided a look at what the new east wing would look like in the extensive remodeling planned for Libby. An artist’s conception of the new cafeteria and auditorium showed tall glass walls which opened the space to the outside. Additionally, the existing gymnasium space in the west wing would be doubled in size.

**“Libby Contracts Let,”** reported *The Spokesman-Review* on April 20, 1960.

Contracts were awarded Monday by the Spokane school board to three firms for construction of the new Libby junior high school addition at a total cost of \$285,099. The school board budgeted \$298,990 for the project and according to Superintendent William C. Sorenson, the work should begin soon, with only state approval being needed now on the basis of state aid.

Contracts were awarded, at a special meeting, to Gus J. Bouten Construction Co. for the general contract, \$161,602; D.G. Quinton, electrical, \$32,985, and Senna Service, mechanical, \$65,594.

The project includes a new wing between the metal shop and the main building, which will provide a new music and food service department and a new gymnasium, which will double the present gymnasium capacity of the school."

The Chronicle reported the State's O.K. to the \$36,546 in matching funds for the Libby project on May 3, 1960.

*The Spokesman-Review* reported the completion and dedication of the Libby addition. On February 11, 1961, "Dedications Scheduled for Schools" were announced. More than \$550,000 worth of Spokane public school construction will be dedicated the week of Washington's birthday. These included the \$285,000 Libby Junior High School addition on February 23 and new Bancroft Elementary on the following night. The February 23 edition previewed the Libby Annex dedication that would take place at 8 p.m. Miss Spokane will extend greetings to those attending the Libby dedication and Architect Carl W. Vantyne will formally present the addition to the school district. The project included a new cafeteria-auditorium, an addition to the gymnasium as well as remodeled space for a new music department.

The year 1962 opened with reports of the school board's next round of school improvements. On January 21, *The Spokesman-Review* reported the two revenue measures that would be submitted to the voters at the February 13 election. A \$4.5 million bond issue would be focused on classroom additions to existing schools, construction of two new schools, and land acquisition for future schools among others. The second vote was a special levy to yield \$2,150,000 for operating expenses. Additions were proposed for both Havermale and Libby junior high schools. A four-classroom addition to Libby Junior High at a total cost of \$74,750, of which \$14,500 would come from the state was needed to meet September 1963 enrollment projections.

The success of the bond vote was reported on February 14, 1962. There was, however, a challenge to the legality of the bond issues which threatened school and state building projects. But, the State Supreme Court, in a decision issued of August 7, 1963, upheld the legality of \$35.75 million in state bond issues. This decision directly impacted \$2 million of school construction in Spokane. Among the projects was the remodeling of Libby Junior High School.

Libby would wait almost a decade before funding was actually in place to build the addition approved by voters in the 1962 bond vote. Finally, "**District 81 on Fund List for \$84,996,**" reported *The Spokesman-Review* on January 29, 1970. "The Director of Plant Facilities, Merle M. Hood said that the funds matched with location money derived from the 1962 bond issues would provide an addition to Libby Junior High School." Spokane's project was given priority

under the “improvement in racial balance,” category. The February 26 *Chronicle* reported that the Spokane School Board had adopted a resolution citing the Libby addition, originally prescribed in the \$4 million bond issue of 1962, as necessary if the district is to comply with state laws related to the maintenance of racial balance. Finally, the *Chronicle* reported the announcement of Louis Bruno, state superintendent of public instruction on April 30, 1970 that “An addition to Libby Junior High School, financed locally with \$97,750 from a 1962 bond issue, has been given preliminary approval for state aid.” The \$126,778 project to include two homemaking teaching stations, storage and toilet facilities has been approved for \$99,169 in state aid.

It was noted in the *Chronicle* article that the funds from the 1962 bond issue were insufficient to build the proposed addition and state assistance was needed but had not been granted. With the opening of Sacajawea Junior High School on South Hill, the student body of Libby which now was the in the center of the city’s and school district’s most socially and economically diverse neighborhood. The East Central Neighborhood had the highest concentration of black and other minorities in the city and it has also been bisected by the construction of Interstate 90 in the early 1960s. In 1969, the Washington State Legislature passed Engrossed Senate Bill No. 737 “Education—State Assistance to School Districts” which provided for state assistance to school districts for the construction and modernization of common school plant facilities. The state board of education would allocate the funds by formula. Section 4(e) provided that additional state assistance would be allowed it is found by the state board of education that the assistance is necessary in order to meet (e) a need for the construction of a school building to provide for improved school district organization of racial balance.

The November 24, 1970 edition of *The Spokesman-Review* portrayed the new Libby addition in an artist’s sketch and announced the award of the \$119,670 construction contract to S. G. Morin & Son Inc by the Spokane City School Board. The 4,792 square foot addition would provide a flexible classroom facility and have roof construction of sufficient strength to add a second story in the future. Designed by Spokane architectural firm Sylvester & Associates (E. Norman Sylvester) it was the last of the voter-approved 1962 bond issue. Attached to the west end of the original 1928 classroom building, the one-story structure was relatively plain and constructed of concrete block. The approval of the contracts for the \$132,868 Libby project was approved by the Washington State Board of Education in December 1970.

The new Libby addition was dedicated on Wednesday, November 17, 1971, as announced in a photo caption in the November 11 edition of the *Chronicle*. *The Spokesman-Review* in reporting the dedication the following day, included a photograph of the two future school board members, Mrs. Judith Alexander and Richard Oakley, who were viewing the dedicatory plaque. In the dedicatory address “Individual difference,” “the most dominant reality in American education today,” has always been a reality in education, said Dr. L. Ayars, the Spokane school superintendent. In describing the new addition, he stated, “The facilities dedicated include a food lab, a general purpose lab combining clothing and foods and a dining practice room all of which can be combined into one classroom for large group instruction. An observation-dressing room and outdoor child activity area are part of the new addition. Besides the \$133,102 construction cost, \$22,000 was made in equipment. “The Libby addition, though relatively small



and unpretentious, does constitute one step in ‘the mighty reach’ to serve the needs of each child regardless of race, creed, socio-economic background, interest, capacity and deficiencies in past achievement,” Dr. Ayars said. Dr. Ayars also said the dining practices room will provide “vocationally important experiences in housekeeping techniques and child care and development.” Home nursing routines, beauty shop training, hostessing and waitress training and household mechanics are some of the instruction experiences that can be provided in the addition, it was added.

In June 1994, with the completion of Chase Middle School on Spokane’s South Hill, Libby Middle School was closed. The school district had allocated \$700,000 from a 1992 bond issue to remodel the vacated building which included an area of 69,000 square feet. Spokane School district officials had been meeting with East Central Neighborhood leaders who were concerned that the closure of the school would contribute to the deterioration of the neighborhood. A planning committee comprised of Spokane Police, YMCA, Spokane Parks and Recreation, East Central Community Center and Martin Luther King Center were represented on the Libby Planning Committee. Input was solicited and a group also worked to plan a teen center as part of the building’s function.

In May 1995 the Spokane architectural firm Tan Heyamoto developed plans for the total remodel of the Libby Middle School building, now the Libby Center. Walls were reconfigured and repaired, restrooms were reconfigured, pipes were removed, electrical and lighting systems were updated, interior trim, countertops, tack and chalk boards were replaced, wood, vinyl and terrazzo floors were repaired and cleaned. Most of this work took place in the 1928 classroom wing (north building) and the 1971 addition.

Libby Center was transformed into a professional learning center for summer classes and school district teaching-faculty training. It also functioned as a teen center—a gathering point for sports, dances, counseling, vocation/college information, or just hanging out. *The Spokesman-Review* in a March 6, 1997 feature, told of the transformation: “Vintage school building has become Libby Center, an activity focal point for the East Central neighborhood.” “Libby Center is slowing perfecting its split personality.”

Retired in 1993, after 65 years of service as a junior high and middle school, the handsome, buff-colored brick building in the East Center neighborhood has since been refurbished and reborn. And in the 18 months since its post-retirement reopening, Libby Center has assumed several new roles.

Today, it is home to School District 81 programs for both gifted and developmentally impaired students, and to the school district’s Homework Support Center. In summer, it houses the East Central Community Center’s activity program for children. And Libby Center regularly hosts such community groups as the Men’s African American Academy.

Soon, it will embrace an ambitious new role. A long-awaited teen center is scheduled to open at Libby Center later this month.

Libby Center currently serves through Tessera and Odyssey, as the gifted education center for District 81; as the staff development center for SPS staff training; as well as the language immersion programs offered by the district.

### **Architects**

#### **Rigg and Vantyne Architects – Roland M. Vantyne and Carl W. Vantyne**

Roland M. Vantyne was born in 1887 South Dakota and died on November 26, 1938 in Spokane. He attended the Buffalo Polytechnic Institute and was trained in business. He then worked for several architects in Buffalo and in Minnesota before moving to Spokane and becoming a draftsman for Albert Held and Julius Zittel. In 1919 he joined in partnership with Archibald Rigg to form Rigg and Vantyne Architects. The new partnership may have been formed to take on the work of designing over 50 buildings at Greene Park Amusement Park in Tacoma for the U.S. Army. For the Greene Park development, Rigg & Vantyne opened an office in Tacoma to coordinate the firm's designs with local contractors, Pratt & Watson. Their most notable design at the Park was the Red Shield Inn (1919); a Swiss Chalet inspired structure which now serves as a military museum for Joint Base Lewis-McChord.

Other projects back in the Spokane area included the Salvation Army Headquarters Building (1921); Hutton Elementary School (1921); the Masonic Temple and subsequent enlargements; the Idaho State Tuberculosis Sanitarium (1922) in Payette, ID; the Science Hall/Abelson Hall (1935) at WSU; KFPY Radio Station Building (1936); and Shriner's Hospital for Crippled Children (1938). As the sole architect, Vantyne also designed the Libby Junior High school, built in 1928. The school board requested that his partner, Archibald Rigg, be excluded over issues with Hutton Elementary School. [The Spokane Register Nomination for Hutton Elemental School provides a discussion of the Archibald Rigg issue with the Spokane School Board under the heading "Gable Roof Reveals Problems." After completion of the school structural defects in the gable roof began to appear (first such roof type used for a school in Spokane). In 1928 the board asked Rigg and contractor to resolve the deficiencies; a special meeting was held, and architects Wells and Whitehouse were engaged by the board to evaluate the defects in the roof structure. Although the problem was resolved, Rigg had lost favor with the Spokane School Board.]

When Roland Vantyne passed away suddenly in 1938, Rigg continued the firm. Projects during this phase of his career included the Engineering Laboratory Building (1942) at WSU Pullman; the Edgecliff Tuberculosis Sanatorium; the Riverside Mausoleum (1954); Cheney & Harriet Cowles Library at Whitworth College, additions to Emerson and Columbia Schools (1951); and City Light Building (1952) in Grand Coulee.

Eventually Roland Vantyne's son, Carl, was named partner in 1957 after previously serving as an associate (1950-1957). The name of the firm was then changed back to Rigg & Vantyne.

Carl William Vantyne was born in Spokane in 1918, graduated from Lewis and Clark High School, and was a World War II Army veteran. In spite of not having attended college he worked as an associate then as partner with Archibald Rigg, his father's former partner. In his work at the Fairmount Memorial Park in northwest Spokane, Carl Vantyne designed the Garden

Crypt Mausoleum in 1957 and 1970, Sunset Chapel and Mausoleum, and the Temple Court Crypts in 1965. In 1959, he opened his own practice and designed the 1961 addition to Libby Junior High School. Other works included the conversion of the downtown Spokane Sear's building to the Comstock Library (1962), Harriet Cheney Cowles Memorial Library at Whitworth University (1967), Sacred Heart Medical Center (1972), J.C. Penney building (1972), Shriner's Hospital Isolation ward (1977), and the first River Park Square shopping mall, skywalks, and parking garage (1974 and 1978). He was on the board of the Fairmount Memorial Association through 2001. He died in Spokane on November 28, 2003 at age 85.

#### **E. (Ernest) Norman Sylvester, Architect - 1925-1986**

Architect E. Norman Sylvester, designer of the 1971 addition, was born August 28, 1925 in Portland, Oregon and attended North Central High School in Spokane. Following service in the Army during World War II in Italy, England, Germany and France, he took architectural and engineering studies at Biarritz American University in France and graduated from Washington State University. Arriving in Spokane in 1946, Sylvester worked as a draftsman for Dean L. Donaldson and G. A. Pehrson and for Victor Louis Wulff from 1947 to about 1962. During that period, he became a registered architect in 1954, his work was published in *Architectural Forum* in 1955, and he won the 1956 Chapter Honor Award from the Spokane AIA chapter. In 1962 he formed a brief partnership with Laurel E. Carlsson, after which he formed his own firm. He designed Spokane Fire Station No. 18 in 1970, using concrete block as his finish material. In 1971 he collaborated on the design of the 14-story Washington Mutual Building in downtown. He designed several Spokane Bank branches, office buildings, school building remodels, single-family houses, and apartment buildings.

In 1959, he was awarded a patent for a "Solar Penetration Indicator," a device to measure solar penetration in a building using a scale model. In addition to his architectural practice, Sylvester and his wife Evelyn brought Boehm's Candy Kitchen to Spokane and were among the original founders of the 49 Degrees North Ski area, and he was active in Spokane civic affairs including the Inland Empire Industrial Exposition, and Spokane County Building Code Board. Sylvester was killed in 1986 when his private plane crashed near Republic, Washington on the way home from a job site.

## BIBLIOGRAPHY

Bowden, Angie Burt. *Early Schools of Washington Territory*. Seattle: Lowman and Hanford Company, 1935.

Compau, Nancy, compiler. *Spokane Skyline: A Century of Architecture*. Western Washington Historical Society, 1989.

--. "Spokane: Early Education." HistoryLink.org Essay 8723. 8/8/2008.

Davis, Hugh, ed. "First Class For 100 Years: Spokane Public Schools, 1889-1989." Spokane Public Schools. November 1989.

"Historic Development of the Middle School Movement." *Study.com*, 25 July 2016, [study.com/academy/lesson/historic-development-of-the-middle-school-movement.html](http://study.com/academy/lesson/historic-development-of-the-middle-school-movement.html)

Kolva, Jim. "Franklin School." National Register Nomination. (NHR-5/1/2017).

--. "Hutton School." Spokane Register Nomination. 2015.

Lounsbury, John H. "What Has Happened to the Junior High School?" *Educational Leadership*. March 1956. Pp. 368-373.

Painter, Diana. "Mid-20<sup>th</sup> Century Architectural Survey Report. August 2017. WISSARD Project No. 1016-12-08751.

Pratt, Orville Clyde. *The Story of Spokane* (unpub. MS). Spokane Public Library, NW Room. 1948. p 219.

--. *Spokane Public Schools: A Brief History and the Annual Report for 1941-1942*. Spokane School District No. 81. 1943.

Spokane, City of. Building Permit Archive for E2900 1<sup>st</sup>. Avenue. Reviewed 3/2021.

--. "The East Central Neighborhood Plan." The East Central Neighborhood Partnership Center and Urban and Regional Planning, Eastern Washington Univeristy. 2005-2—6.

### Spokane Daily Chronicle.

--. "Plan Adjustment of City Schools." 1/25/1926. p6:3.

--. "City Highs Built for 3800 Pupils Now House 4930." 2/20/1926. p1:8.

--. "All Spokane Will Profit." 2/26/1926. (editorial). p4:1.

--. "Education Board Tells How Funds Are to be Spent." 3/5/1926. p1:7-8.

--. "New System Will Develop Leaders." 3/11/1926. p6:6.

--. "Spokane to Have Six Junior Highs." 3/3/1926. p1:2.

--. "Plan to Cut Cost of Junior High." 6/28 /927. p18:2-4.

--. "This is What New Havermale Junior High." 6/28/1927. p18:2-7.

--. "Board Asks Speed on School Plans." 7/26/1927. p1:3.

- . "Havermale High Work to Start." 8/23/1927. p13:1
- . "Architect's Design of Libby Junior High." 9/14/1927. p13:2-7.
- . "Talk Day Labor on School Job." 11/5/1927. p20:5.
- . "State Gives School O.K." 5/3/1960. p5:2.
- . "School Group Tells Bond Money Plans." 1/21/1962. p1:7-8.
- . "1961 Law Wins Top Court O.K." 8/7/1963. p1:5-5.
- . "Junior High Work Ahead of Schedule." 2/26/1970. p3:1-2.
- . "Libby Addition" "State Aid Favored." 4/30/1970. p3:7-8.
- . "Schools Spruced Up for Opening." 8/25/1971. p23:1-6.
- . "Libby Addition Rite Scheduled." 11/11/1971. p18:1-4.
- . "Plane Crash Near Republic Kills Architect E. Norman Sylvester." 11/25/1986. pA3:3-5.
- . "E. Norman Sylvester." (Obituary). 11/26/1986. pD6:1.

#### The Spokesman Review.

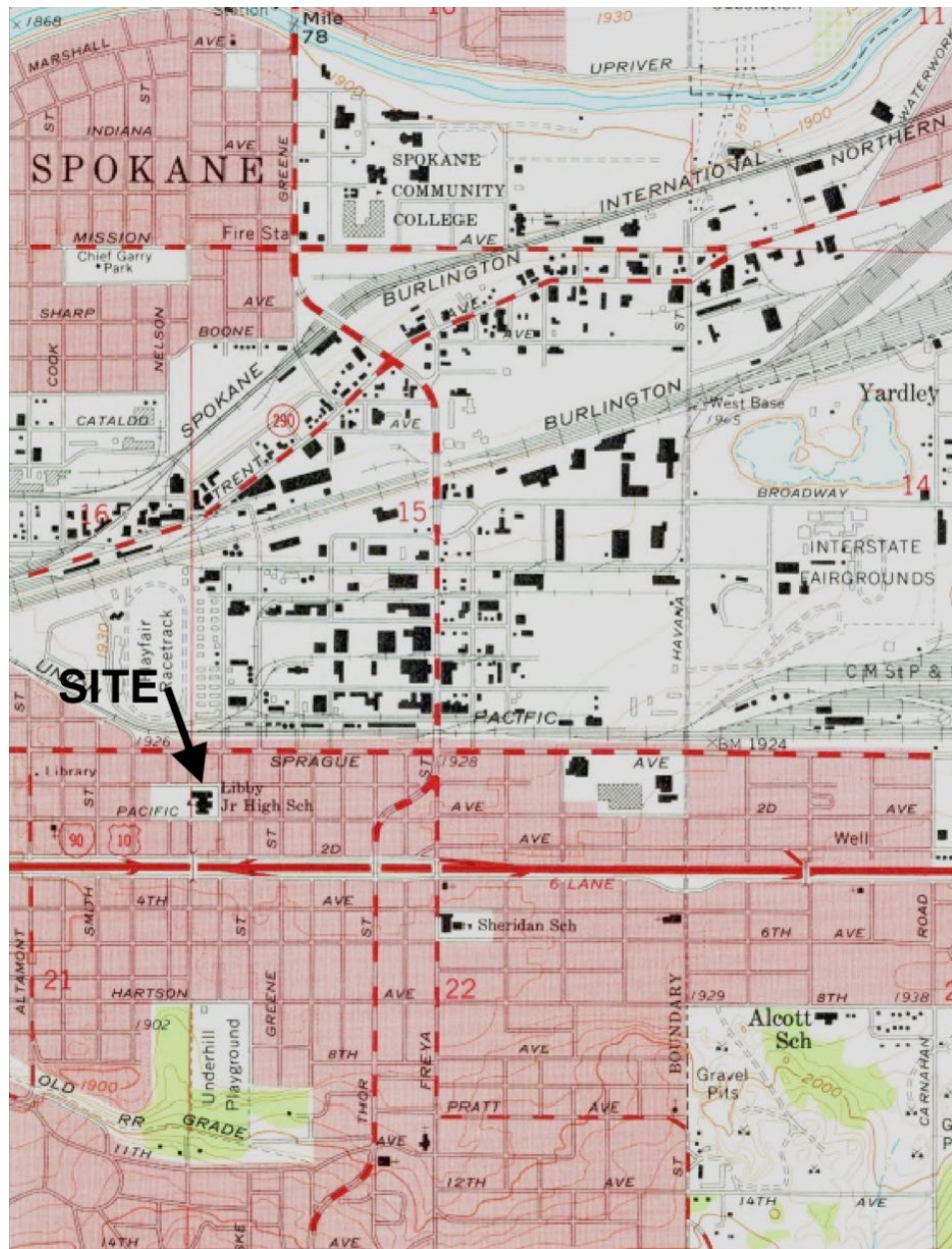
- . "Name Architects to Build School." 4/12/1927. p1:5.
- . "Pick Assistant to School Chief." 5/24/1927. p1:7.
- . "View Junior High Plans." 8/9/1927. p8:4.
- . "Gets School Job on \$169,300 Bid." 8/25/1927. p6:5.
- . "Bids on Libby School." \$197,813." 9/13/1927. p6:5.
- . "Rush Work on High Schools." 10/9/1927. p7:7.
- . "More on School Rolls Than in '26." 10/25/1927. p1:5.
- . "Roland Vantyne Passes Suddenly." 11/27/1938. P1:4.
- . "Libby Contracts Let," 4/20/1960. p10:6-7.
- . "Dedications Scheduled for Schools." 2/11/1961. p6:3.
- . "Libby Annex Dedication Is Tonight." 2/23/1961. p5:2.
- . "School Levy, Bonds Draw Heavy Vote." 2/14/1962. p1:7.
- . "District 81 on Fund List for \$84,996." 1/29/1970. p6:5.
- . "Spokane Firm Receives \$119,600 School Contract." 11/24/1970. p7:5-7.
- . "State Agency Approves Libby School Contracts." 12/17/1970. p19:1-2.
- . "Addition Dedicated" "Teaching Changes Cited." 11/18/1971. p7:1-3.
- . "Teen Center Planned for Libby Middle School." 5/11/1994. pB1:2-5.
- . "Help Plan Area's New Teen Center." 4/5/1995. p49:3-7.
- . "Teaching and Learning Never Stop in Spokane Public Schools." 6/6/1996. p47 (D9).
- . "A New Life for Libby." 3/6/1997. p14.
- . "Vantyne, Carl." (Death Notice). 11/29/2003. pC9.

U.S. Census. 1920 and 1930 for Roland and Carl Vantyne.

Washington, State of. Department of Archaeology and Historic Preservation (DAHP).

"Archibald G. Rigg." Reviewed: March 2021.

## **MAPS, PHOTOS, DRAWINGS**



USGS 7.5 Minute Quadrangle. Spokane NE, Wash. 1974. Photorevised 1986

## LIBBY JUNIOR HIGH SCHOOL SITE LOCATION





Spokane city map – 2021

**LIBBY CENTER – 2900-2912 EAST FIRST AVENUE**



LAST EDITION.

SPOKANE DAILY CHRONICLE.

WEDNESDAY, SEPTEMBER 14, 1937.

ARCHITECT'S DESIGN OF LIBBY JUNIOR HIGH

An architect's drawing of the Libby junior high school, to be built at First and Haven this fall and winter at a cost of approximately \$175,000, is shown. Plans call for a building with 234 feet frontage, 238 feet deep, with 25,360 feet of floor space. It is to be of red brick, of stripped construction. The interior is to be finished in fir, with terrazzo floors. The front wing is to be two stories high and the rest is one story. The front will contain nine classrooms and the rest, shops, gymnasium and dressing rooms. In the future, an addition containing an auditorium and lunch room may be built. The contract has not yet been awarded. Hughes and Vantyne are the architects.

COLUMBUS DAY TO BE OBSERVED

Catholic Lodgesmen Plan Special Program for October 12 Here.

Columbus day, October 12, will be observed in Spokane by the Knights of Columbus. The day is the anniversary of the discovery of west coast, and appropriate exercises will begin the sports arena. Students of the order in many Washington are expected to arrive in Spokane celebration. Bands, gathered with the more than 100 in members, will attend a banquet, which will which last and give to students.

The principal speaker at the banquet will be Father John J. O'Connell, who will deliver the address. The day of the celebration is change in color. It is hoped to have a most successful one for the occasion. It corresponds with the Spokane.

18 Spokane Daily Chronicle, Thursday, Feb. 18, 1960.

Libby Addition

This is an artist's conception of the proposed new east wing, part of the extensive remodeling project planned by architect Carl W. Vantyne for Libby junior high school. It will serve as a cafeteria and auditorium. The existing gymnasium space in the west wing will be doubled in size. The contract probably will be let in May; the work will take about four and a half months.



*1928 Classroom building front (north) facade - main entry, looking south*



*1928 Classroom building--northeast corner of 1928 building, looking southwest*





*1928 classroom wing - east facade, looking west*



*1928 classroom wing - southeast corner, looking northwest*





*1928 shop wing - south facade main entry, looking north*



*1928 Classroom building - south wing, looking northwest*





*1961 Addition - east wing kitchen and cafeteria, looking west*



*Southwest corner - 1928 shop wing, 1961 gym addition, 1928 gymnasium*





*1928 building and 1971 addition - juncture, looking southeast*



*1971 addition - southwest corner, looking northeast*





*West side-looking northwest across playfield at portable classrooms, 1928 and 1961 facades*

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

08/16/2021

**Date Rec'd**

8/2/2021

**Clerk's File #**

OPR 2021-0531

**Renews #****Cross Ref #****Submitting Dept**

HISTORIC PRESERVATION

**Contact Name/Phone**

MEGAN DUVALL 625-6543

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

MDUVALL@SPOKANECITY.ORG

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

Contract Item

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

0470-LEWIS &amp; CLARK HS NOMINATION TO THE REGISTER OF HISTORIC PLACES

**Agenda Wording**

Recommendation to list the Lewis & Clark High School, 521 W 4th Ave, on the Spokane Register of Historic Places.

**Summary (Background)**

SMC #17D.100.040 provides that the City/County Historic Landmark Commission can recommend to the City Council that certain properties be placed on the Spokane Register of Historic Places. The Lewis & Clark High School has been found to meet the criteria set forth for such designation, and a management agreement has been signed by the owners.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

BECKER, KRIS

**Study Session\Other****Division Director**

BECKER, KRIS

**Council Sponsor****Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

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**For the Mayor**

ORMSBY, MICHAEL

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**Additional Approvals**

gregoryf@spokaneschools.org

**Purchasing**



# Findings of Fact and Decision for Council Review

## Nomination to the Spokane Register of Historic Places

### Lewis and Clark High School – 521 W 4th Avenue

#### **FINDINGS OF FACT**

1. **SMC 17D.100.090: "Generally a building, structure, object, site, or district which is more than fifty years old may be designated an historic landmark or historic district if it has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, county, state, or nation."**
  - Completed in 1912 with significant additions, demolitions and remodels in both 2001 and 2020, Lewis and Clark High School meets the 50-year age criteria established for listing in the Spokane Register of Historic Places.
2. **SMC 17D.100.090: The property must qualify under one or more categories for the Spokane Register (A, B, C, D).**
  - **Under Category A**, Lewis and Clark High School is historically significant under Category A for its direct contribution to the broad pattern of educational development in Spokane.
    - Three schools have existed on the site of Lewis and Clark High School. The wood-framed Central School that housed all grades was erected in 1883. This structure was moved to another site and Spokane High School was completed in 1891. At the completion of North Central High School in 1908, the building was renamed "South Central High School." After a fire in 1910 that destroyed the school, architect L.L. Rand designed the Collegiate Gothic Lewis and Clark High School which was completed in 1912.
    - Changes to Lewis and Clark occurred rather recently – the first major renovation/remodel of the school took place in 2001. That project removed the 1964 E.L. "Squinty" Hunter Field House as well as the 1908 Administration (aka Annex) Building which was located to the east of the historic school building. A new gym was constructed across Stevens Street, connected to a new addition to the historic building by skywalk. In 2020, a new Commons and classroom building was constructed where the previous gym had been. While controversial when first proposed, the 1912, Lewis and Clark High School still remains as the primary focus of modernization and expansion dictated by a growing population of students in Spokane.
  - **Under Category C** as a resource that embodies the distinguishing characteristics of its type and period of construction as well as its association with a master architect.
    - Loren L. Rand was one of Spokane's master architects. Even though most of his schools have been demolished, Rand was the premier architect of Spokane's early elementary schools and also designed Lewis and Clark High School.
    - Rand originally planned to use parts of the burned South Central High School in the design of the new school building, but ultimately provided an up-to-date, completely new Collegiate Gothic style design for the building. Inspired by the great universities in England in the Collegiate Gothic style, as adapted for high schools, the building is an important example of Rand's work. Although Lewis and Clark has been altered over the years, with a major renovation and additions in 2001 and an addition in 2019-2020, the original classroom building retains integrity of location, design, materials, setting, and workmanship.
    - The school is an outstanding example of early public school architecture in Spokane and is one of only two standing historic high school structures from Spokane's earliest days of educating youth.
3. **SMC17D.100.090: "The property must also possess integrity of location, design, materials, workmanship, and association." From NPS Bulletin 15: "Integrity is the ability of a property to convey its significance...it is not necessary for a property to retain all its historic physical features...the property must retain,**

*however, the essential physical features that enable it to convey its historic identity.”*

- Lewis and Clark High School retains good integrity in terms of its location, setting, design, workmanship, materials, feeling and association.

**4. Once listed, this property will be eligible to apply for incentives, including:**

Special Valuation (property tax abatement), Spokane Register historical marker, and special code considerations.

**RECOMMENDATION**

---

The Spokane Historic Landmarks Commission evaluated Lewis and Clark High School according to the appropriate criteria at a public hearing on 7/21/21 and recommends that Lewis and Clark High School be listed on the Spokane Register of Historic Places under Categories A and C.

After Recording Return to:  
City of Spokane Clerk  
808 W Spokane Falls Blvd  
Spokane, WA 99201

***NOTICE OF MANAGEMENT AGREEMENT***

*NOTICE IS HEREBY GIVEN that the property legally described as:*

RAILROAD 2ND ADD ALL OF BLKS 82&83 INC VAC ALLEY WITHIN BLK83

*Parcel Number(s) 35191.4002, is governed by a Management Agreement between the City of Spokane and the Owner(s), Spokane School District #81, of the subject property.*

*The Management Agreement is intended to constitute a covenant that runs with the land and is entered into pursuant to Spokane Municipal Code Chapter 6.05. The Management Agreement requires the Owner of the property to abide by the "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR Part 67) and other standards promulgated by the Historic Landmarks Commission.*

*Said Management Agreement was approved by the Spokane City Council on \_\_\_\_\_. I certify that the original Management Agreement is on file in the Office of the City Clerk under File No. \_\_\_\_\_.*

*I certify that the above is true and correct.*

*Spokane City Clerk*

*Historic Preservation Officer*

\_\_\_\_\_  
*Dated:* \_\_\_\_\_

\_\_\_\_\_  
*Dated:* \_\_\_\_\_

**MANAGEMENT AGREEMENT**

The Management Agreement is entered into this **21st** day of **July 2021**, by and between the City of Spokane (hereinafter "City"), acting through its Historic Landmarks Commission ("Commission"), and **Spokane School District #81** (hereinafter "Owner(s)"), the owner of the property located at **521 West 4th Avenue** commonly known as **Lewis and Clark High School** in the City of Spokane.

WHEREAS, the City of Spokane has enacted Chapter 4.35 of the Spokane Municipal Code (SMC) and Spokane has enacted Chapter 1.48 of the Spokane County Code (SCC), both regarding the establishment of the Historic Landmarks Commission with specific duties to recognize, protect, enhance and preserve those buildings, districts, objects, sites and structures which serve as visible reminders of the historical, archaeological, architectural, educational and cultural heritage of the city and county is a public necessity and.

WHEREAS, both Ch. 17D.100 SMC and Ch. 1.48 SCC provide that the City/County Historic Landmarks Commission (hereinafter "Commission") is responsible for the stewardship of historic and architecturally significant properties in the City of Spokane and Spokane County; and

WHEREAS, the City has authority to contract with property owners to assure that any owner who directly benefits by action taken pursuant to City ordinance will bind her/his benefited property to mutually agreeable management standards assuring the property will retain those characteristics which make it architecturally or historically significant;

NOW THEREFORE, -- the City and the Owner(s), for mutual consideration hereby agree to the following covenants and conditions:

1. CONSIDERATION. The City agrees to designate the Owner's property an Historic Landmark on the Spokane Register of Historic Places, with all the rights, duties, and privileges attendant thereto. In return, the Owner(s) agrees to abide by the below referenced Management Standards for his/her property.

2. COVENANT. This Agreement shall be filed as a public record. The parties intend this Agreement to constitute a covenant that runs with the land, and that the land is bound by this Agreement. Owner intends his/her successors and assigns to be bound by this instrument. This covenant benefits and burdens the property of both parties.

3. ALTERATION OR EXTINGUISHMENT. The covenant and servitude and all attendant rights and obligations created by this Agreement may be altered or extinguished by mutual agreement of the parties or their successors or assigns. In the event Owner(s) fails to comply with the Management Standards or any City ordinances governing historic landmarks, the Commission may revoke, after notice and an opportunity for a hearing, this Agreement.

4. PROMISE OF OWNERS. The Owner(s) agrees to and promises to fulfill the following Management Standards for his/her property which is the subject of the Agreement. Owner intends to bind his/her land and all successors and assigns. The Management Standards are: "THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION AND GUIDELINES FOR REHABILITATING HISTORIC BUILDINGS (36 CFR Part 67)." Compliance with the Management Standards shall be monitored by the Historic Landmarks Commission.

5. HISTORIC LANDMARKS COMMISSION. The Owner(s) must first obtain from the Commission a "Certificate of Appropriateness" for any action which would affect any of the following:

- (A) demolition;
- (B) relocation;
- (C) change in use;
- (D) any work that affects the exterior appearance of the historic landmark; or
- (E) any work affecting items described in Exhibit A.

6. In the case of an application for a "Certificate of Appropriateness" for the demolition of a landmark, the Owner(s) agrees to meet with the Commission to seek alternatives to demolition. These negotiations may last no longer than forty-five (45) days. If no alternative is found within that time, the Commission may take up to forty-five (45) additional days to attempt to develop alternatives, and/or to arrange for the salvage of architectural artifacts and structural recording. Additional and supplemental provisions are found in City ordinances governing historic landmarks.

This Agreement is entered into the year and date first above written.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

**CITY OF SPOKANE**

**HISTORIC PRESERVATION OFFICER**

**MAYOR**

\_\_\_\_\_  
Megan M.K. Duvall

\_\_\_\_\_  
Nadine Woodward

**ATTEST:**

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

**Approved as to form:**

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ (he/she/they) signed the same as \_\_\_\_\_ (his/her/their) free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State  
of \_\_\_\_\_, residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
County of Spokane )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared NADINE WOODWARD, MAYOR and TERRI L. PFISTER, to me known to be the Mayor and the City Clerk, respectively, of the CITY OF SPOKANE, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public in and for the State  
of Washington, residing at Spokane  
My commission expires \_\_\_\_\_

## **Attachment A**



## **Secretary of The Interior's Standards**

**1.** A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

**2.** The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

**3.** Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

**4.** Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

**5.** Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.

**6.** Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color,

texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

**7.** Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

**8.** Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

**9.** New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

**10.** New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

# Spokane Register of Historic Places Nomination

*Spokane City/County Historic Preservation Office, City Hall, Third Floor  
808 Spokane Falls Boulevard, Spokane, Washington 99201-3337*

## 1. Name of Property

Historic Name: Lewis and Clark High School  
And/Or Common Name: LC High School

## 2. Location

Street & Number: 521 West Fourth Avenue  
City, State, Zip Code: Spokane, WA 99204  
Parcel Number: 35191.4002

## 3. Classification

Category	Ownership	Status	Present Use	
<input checked="" type="checkbox"/> building	<input checked="" type="checkbox"/> public	<input type="checkbox"/> occupied	<input type="checkbox"/> agricultural	<input type="checkbox"/> museum
<input type="checkbox"/> site	<input type="checkbox"/> private	<input checked="" type="checkbox"/> work in progress	<input type="checkbox"/> commercial	<input type="checkbox"/> park
<input type="checkbox"/> structure	<input type="checkbox"/> both		<input checked="" type="checkbox"/> educational	<input type="checkbox"/> residential
<input type="checkbox"/> object	<b>Public Acquisition</b>	<b>Accessible</b>	<input type="checkbox"/> entertainment	<input type="checkbox"/> religious
	<input type="checkbox"/> in process	<input checked="" type="checkbox"/> yes, restricted	<input type="checkbox"/> government	<input type="checkbox"/> scientific
	<input type="checkbox"/> being considered	<input type="checkbox"/> yes, unrestricted	<input type="checkbox"/> industrial	<input type="checkbox"/> transportation
		<input type="checkbox"/> no	<input type="checkbox"/> military	<input type="checkbox"/> other

## 4. Owner of Property

Name: Spokane School District #81  
Street & Number: 200 North Bernard Street  
City, State, Zip Code: Spokane, WA 99201  
Telephone Number/E-mail: Mark Anderson – 509-354-5900 (contact)

## 5. Location of Legal Description

Courthouse, Registry of Deeds	Spokane County Courthouse
Street Number:	1116 West Broadway
City, State, Zip Code:	Spokane, WA 99260
County:	Spokane

## 6. Representation in Existing Surveys

Title: Lewis & Clark High School  
Date: 11/30/2001  
Federal ☒ State ☐ County ☐ Local ☐  
Depository for Survey Records: Spokane Historic Preservation Office

## 7. Description

**Architectural Classification**  
(see nomination, section 8)

**Condition**

- ☐ excellent
- ☒ good
- ☐ fair
- ☐ deteriorated
- ☐ ruins
- ☐ unexposed

**Check One**

- ☐ unaltered
- ☒ altered

**Check One**

- ☒ original site
- ☐ moved & date \_\_\_\_\_

*Narrative statement of description is found on one or more continuation sheets.*

## 8. Spokane Register Criteria and Statement of Significance

**Applicable Spokane Register of Historic Places Categories: Mark "x" on one or more for the categories that qualify the property for the Spokane Register listing:**

- ☒ A Property is associated with events that have made a significant contribution to the broad patterns of Spokane history.
- ☐ B Property is associated with the lives of persons significant in our past.
- ☒ C Property embodies the distinctive characteristics of a type, period, or method of construction, or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- ☐ D Property has yielded, or is likely to yield, information important in prehistory history.

*Narrative statement of significance is found on one or more continuation sheets.*

## 9. Major Bibliographical References

*Bibliography is found on one or more continuation sheets.*

## 10. Geographical Data

Acreage of Property: approximately two acres

Verbal Boundary Description:

Verbal Boundary Justification: The nominated property is within the block bounded by Fourth Avenue on the north, vacated Howard Street on the west, Fifth Avenue on the south, and Stevens Street on the east.

## 11. Form Prepared By

Name and Title: Jim Kolva

Organization: Jim Kolva Associates LLC

Street, City, State, Zip Code: 115 South Adams Street, Spokane, WA 99201

Telephone Number: 509-458-5517

E-mail Address: jim@jimkolvaassociates.com

Date Final Nomination Heard : July 21, 2021

## 12. Additional Documentation

Map:

Photographs:

## 13. Signature of Owner(s)

**13. Signature of Owner(s)**

*Greg Forsyth*

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**14. For Official Use Only:**

Date nomination application filed: June 30, 2021

Date of Landmarks Commission Hearing: July 21, 2021

Landmarks Commission decision: Approved

Date of City Council hearing: \_\_\_\_\_

**I hereby certify that this property has been listed in the Spokane Register of Historic Places based upon the action of the Spokane City Council as set forth above.**

---

**Megan Duvall**  
**City/County Historic Preservation Officer**  
City/County Historic Preservation Office  
Third Floor – City Hall  
808 W. Spokane Falls Blvd.  
Spokane, WA 99201

**Date**

Attest:

Approved as to form:

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City Clerk

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Assistant City Attorney






# Nomination Signature Page - LC

Final Audit Report

2021-07-28

Created:	2021-07-28
By:	Stephanie Bishop (sbishop@spokanecity.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA58XwYS9Q3URG8Lifqd4ac4kptA6BNEIN

## "Nomination Signature Page - LC" History

-  Document created by Stephanie Bishop (sbishop@spokanecity.org)  
2021-07-28 - 7:24:39 PM GMT- IP address: 198.1.39.252
-  Document emailed to Greg Forsyth (gregoryf@spokaneschools.org) for signature  
2021-07-28 - 7:25:00 PM GMT
-  Email viewed by Greg Forsyth (gregoryf@spokaneschools.org)  
2021-07-28 - 8:28:45 PM GMT- IP address: 206.193.5.4
-  Document e-signed by Greg Forsyth (gregoryf@spokaneschools.org)  
Signature Date: 2021-07-28 - 8:29:09 PM GMT - Time Source: server- IP address: 206.193.5.4
-  Agreement completed.  
2021-07-28 - 8:29:09 PM GMT

## DESCRIPTION OF PROPERTY

### **Description -Summary**

Fronting Fourth Avenue, the 1912 four-story red brick and crème terra cotta Collegiate Gothic style building presents a stately visage as it dominates the views along the street. The building is constructed of load-bearing unreinforced brick with a steel and concrete interior structure. Crisply articulated and lavishly detailed, the central clock tower immediately draws attention as it steps above the terra cotta capped parapet wall. At the base of the tower, the main entry is framed by an elaborate gothic arch ensemble that encompasses three stories and terminates at a blind arcade marking the top of the third story. The arcade supports a cornice course and three sculpted terra cotta gargoyles reaching to the crowning pediment that frames a wrought iron clock face. The front façade is symmetrical and composed of the centered main entry tower, flanked on each side by two buttress-defined bays that extend to the projecting square corners that anchor the ends of the façade. Within each of the bays and the corners are four bands, each containing five double-hung windows that present a strong horizontal component to balance the verticality of the tower, buttresses, and corners. A flat roof is behind the crenelated terra cotta parapet cap.

In spite of additions to the east and west sides, the building retains a high degree of architectural integrity in its original location, design, materials, workmanship, character, and association with its continued use as a public high school. The original north (front) and south facades appear virtually the same as originally constructed. The 2001 east addition replaced the separate but adjacent historic Administration Building by being attached to and covering the majority of the historic east façade. The 2020 west addition is a separate wing attached by a two-story glass panel corridor that connects to the northern entry of the west façade, the only point at which the addition touches the historic west façade.

### **Context and Site**

The area in which the historic Lewis and Clark High School is sited is on the lower slopes of Spokane's South Hill just south of the downtown business core. Large-scale buildings and structures surround the historic campus, including Deaconess Medical Center west of Wall Street, the Cooper-George (1942, SRHP) high rise apartment building at the southwest corner of Fifth Avenue and Wall Street, a five-story medical office building (2004) to the south between Wall and Howard streets, and three 1910-1912 apartment buildings along the south side of Fifth Avenue between Howard and Stevens Streets. The Knickerbocker Apartments (1911, NRHP, SRHP) occupies the southeast corner of Howard and Fifth Avenue. Adjacent to the east is the Fifth Avenue Flats (1910, SRHP), a parking lot, and the former Plaza Hotel/Avon Hotel (ca. 1910), three-story brick, on the corner of Fifth Avenue and Stevens Street. The Lewis and Clark campus reaches across via a skywalk to the east side of Stevens Street and the 2001 fieldhouse addition and playfield. The elevated concrete viaduct of the 1960s Interstate 90, with parking beneath, occupies the entire the north side of the campus and obscures views of the high school from the downtown area; indeed, the building does not come to view until one emerges from beneath the I-90 viaduct at Fourth Avenue at either Stevens or Wall streets (except for the terra cotta framed clock face).

The historic Lewis and Clark High School campus is bounded by Fourth Avenue on the north, Wall Street on the west (the vacated Howard Street, that once split the campus, forms the west

boundary of the historic building), Fifth Avenue on the south, and Stevens Street on the east. The Lewis and Clark campus, expanded and modified in 2001, covers a greater area than the historic classroom building. Additionally, a new building addition with classrooms, kitchen and cafeteria was recently constructed in 2020 west of the historic building on the western half of the campus (location of the former Squinty Hunter Field House that was razed in the 2001 expansion project).

In the 2001 expansion, a classroom addition that replaced the historic administration building was built on the east side of the 1912 building. Additionally, an overhead skywalk that connected to the original building's northeast corner above the historic entry, was built across Stevens Street to connect a new fieldhouse that was built across Stevens Street to the east. This building occupies the block south of Fourth Avenue between Stevens Street and Washington Street, the eastern campus boundary. A new grass turf play field was also constructed on the remainder of the block, with Fifth Avenue as the southern boundary. Additionally, approximately the western 3/4s of the block to the south, bounded by Stevens, Washington, Fifth and Sixth was acquired by the school district and developed as an athletic field.

The site of the original high school is a 300-foot-square block that was bounded on the west by the now-vacated Howard Street, south by Fifth Avenue, east by Stevens Street and north by Fourth Avenue. The broad front steps ascend in three landings from Fourth Avenue to the front door of the school. The contour of the site itself elevates the building creating an imposing edifice that commands attention. Red brick provides the field into which terra cotta elements have been embedded to create a rich and inviting façade. Rising from the terra cotta ground floor base, the façade becomes red brick with terra cotta water tables, sill courses, quoins, drip moldings, square panels, rosettes, crenels, coping, and finials.

The footprint of the historic Lewis and Clark is essentially a rectangle with projecting bays at the corners and the front clock tower and main entry. The east façade of the northeast corner has a more pronounced projection than those of the other corners. The roof is flat and covered with an elastomeric fabric and penetrated by two rectangular light wells and various HVAC equipment. The symmetrical 2001 addition fills in the east side and projects about 52 feet from the east façade of the historic building.

The landscaped site is generally flat but slopes down to the northwest from an elevation of 1964 feet in the southeast corner to 1932 feet in the northwest corner. A concrete and stone retaining wall that wraps the southeast corner and the rusticated basalt wall fronting along the north facade reduces the ground slope. Also, the basement is below grade in a well, along the south side and at grade along the north side. A concrete walkway along the Howard Street alignment declines with slope and steps from 1946 feet to 1934 feet, over a distance of 300 feet.

The front and portions of the rear retaining walls date back to the original South Central high school that burned in 1910. Beginning at the northeast corner of the campus are two granite gateposts with pyramidal-shaped sandstone caps. From the westerly gate post the mortared, rusticated basalt wall capped with a sandstone coping extends west to the centered main entry of the building, opens, and continues to the northwest corner.

The original fountain, donated by the class of 1910 just before the fire which razed the building has been placed in the courtyard area at the juncture of the cafeteria and corridor to the historic classroom building. A circular granite bowl about eight feet in diameter, the fountain has a central water spout and is supported by a round granite pedestal. (**"In defiance of all the havoc near it, the new fountain placed on the school grounds by the graduating class that left the school this month, continued spouting the little stream of water that fell in a spray in the huge granite bowl."** - *Spokane Chronicle*, June 21, 1910)

### **Description of the Historic Lewis and Clark High School Building**

The front (north) façade of the classroom building sits back about forty feet from the low granite wall that edges the campus boundary. On a low embankment, the red brick building rests upon a granite and white terra cotta base from which it rises three stories. Because of the site's slope, the granite foundation and terra cotta basement are fully exposed along the north side to create a four-story façade, although, the basement floor is slightly below the landscaped grade and the granite base course functions as the sill for the window assembly. The composition of material and form exhibited on the north façade are carried through on the east, south and west facades. Projecting about 18 inches beyond the façade plane, is the granite foundation composed of large hewn rusticated blocks and a cut honed granite base from which the white terra cotta basement wall rises. Both courses are beveled and act as dripstones to divert water from the building wall.

The front façade is symmetrical and composed of the centered main entry/clock tower, flanked on each side by classroom wings composed of two window bay segments anchored on each end by projecting square corners. The two



*1. North facade, Lewis and Clark High School*

middle window bays are recessed relative to the central tower and end wings. The middle window bays of each of the wings are divided by flat brick piers, suggesting gothic buttresses.

Approached by a broad straight run of twenty-three steps and three landings (bottom two runs are concrete, top run is granite), the main entry and central tower present an imposing portal at which to enter the hallowed halls of education. Landing about midway between the ground-basement floor and the first floor, the entry opens to a vestibule within the building that continues via more steps to the first (main) floor.



The central entry tower is an elaborate composition of creme terra cotta and red brick, festooned by terra cotta gargoyles and topped with a clock tower. The tower projects about ten feet from the façade plane and is composed of a pair of brick buttresses that flank and frame each side of the lavishly-detailed crème terra cotta field that rises from granite footings of the landing to the crown of the stepped pediment. A pointed arch of colossal order rises three stories to frame the entry, and the triple window arrays of the second and third floors. The arch supports an arcade band of



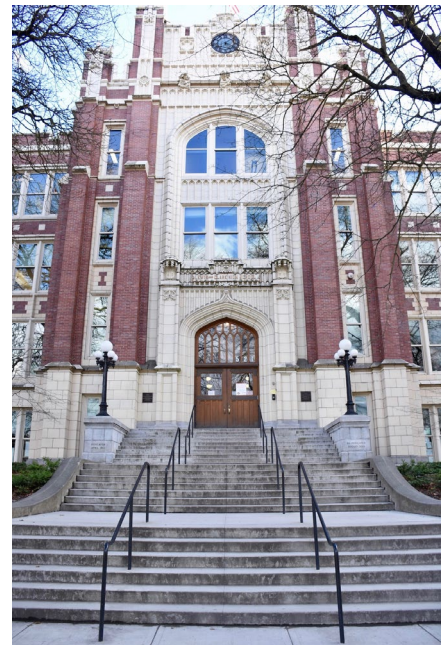
*2. Tower detail north facade showing gargoyle and clock.*

pointed arches, a wide belt course in which three gargoyles are engaged, and an elaborate pediment. The pediment is composed of recessed vertical panels, the pediment is a battlement with four pairs of double arcades, two crenels over a quatrefoil panel that bracket the round face of the clock above which are stepped arcade panels terminated in a short segmental arch pediment.

The double wood and glass panel doors and lattice transom window are framed by an elaborate terra cotta compound Tudor arch topped by a foliated point. In a ribbed panel above the arch is a terra cotta banner "LEWIS AND CLARK HIGH

SCHOOL." The heavy wood doors are each composed of four vertical recessed panels with glass panel uppers. Wide wrought iron bands extend from the exposed side hinges to triangular points at the inside edges of the doors. Within and taking the form of the arch is a transom window with a tracery of eight vertical pointed arch lights with seven inset lights above.

Essentially each three-bay wing is divided horizontally into four layers and joined by the vertical thrust of the central clock tower. The prominent corner bays are formed on the interior and exterior corners by a compound brick pier that projects out in three steps to articulate the façade corners. The corner bays carry the same horizontal element but project forward of the wall plane and are terminated by a stepped pediment centered between the corner finials. The piers dividing the bays are composed of terra cotta on the basement wall and, above the beveled terra cotta drip course, brick through the upper three floors to terminate in terra cotta caps and finials that extend above the parapet wall. At the sill course of the third floor, a terra cotta drip molding projects from the buttress face and at the juncture of the parapet wall the terra cotta finial projects to the same edge as the drip molding of the third floor.



*3. Front entry showing stairs, front doors and tower.*

The wall planes are slightly inset from the faces of the buttresses and rise from a tooled granite foundation, crème terra cotta blocks framing the window band on the basement, and a terra cotta drip molding separating the basement and first floors. The first and second floors are unified by a continuous brick field with the five-sash window bands of both floors being framed by terra cotta quoins along the outsides and a molded terra cotta header course to articulate the tops. The first-floor window sash rests on a wide terra cotta sill course while the second-floor windows and terra cotta sill course are set above slightly recessed, molded terra cotta-framed-brick panels that, with the pattern of the terra cotta quoins, form an “I” pattern below each window. Centered in the brick field above the second-floor window head—molded flat terra cotta with half-round label—and corresponding to the thick molded mullions separating the sash are inset terra cotta panels about 12-inches-square.

Separating the brick fields of the second and third floors is a narrow, molded terra cotta string course that extends to and across the framing buttresses. The window band is framed on the bottom by a wide, flat terra cotta sill course, jambs of terra cotta quoins, and a terra cotta head with half-round terra cotta label molding. At the top of the third-floor wall is a composite curved terra cotta molding composed with a projecting torus topped by a wide flat band. Below the torus and equally spaced between the buttresses are three terra cotta rosettes. The terminating parapet wall is brick with a triangular molded terra cotta coping in which are two widely spaced crenels.

As described above the parapet of the corner wings are composed, between the buttress finials, of a two-step pediment with rounded top, flanked by a crenel on each side. A flat terra cotta block is between the molding of the crenel and molding band at the juncture of the third story and parapet walls, and a diamond-shape terra cotta panel is in the brick field below the pediment. Three rosettes are within the molding band aligned below the crenels and pediment.

Within each of the window bays are five sets of one-over-one aluminum-clad wood sash divided by thick round-edge mullions for each of the basement and upper three floors. Note: the double-hung wood windows were replaced in the 2001 remodel with the one-over-one aluminum-clad sash with thermal and sound insulating glass.

A flat roof is behind the crenelated terra cotta parapet cap.

### **West Façade**

The west façade reveals the site’s slope down to the north as the exposed terra cotta basement wall appears to rise about one-half story in height relative to the landscape from the south corner which is partially obscured to the north corner which is fully exposed. The symmetrical façade is divided into eight bays divided by square brick piers: from north (front, northwest corner) to south is a corner window bay with a band of five one-over-one sash, an entry bay with a band of three one-over-one sash, five window bays with bands of five one-over-one sash, an entry bay, and corner window bay (rear, southeast corner). As with the front/north facade, the window bays are divided by square piers, terra cotta on the basement wall and, above the beveled terra cotta drip course, brick through the upper three floors to terminate in terra cotta finials that extend above the parapet

wall. The wall sections of the windows bays are configured and detailed identically to those of the front using brick and terra cotta patterning to frame the band of five sets of double-hung aluminum-clad wood sash (originals replaced).



4. West facade before 2020 addition.



5. West elevation, after addition 2021

second floors. A Tudor arch with the apex of the extrados melding into the top of the panel frame surrounds the wood and glass panel doors and tracery transom window. The doors and sash are the same as the main entry, and northwest entry (removed during 2020 addition to accommodate connecting corridor).

The northwest entry is now within the two-story enclosed metal-frame-glass-panel corridor that connects the 2020 kitchen/cafeteria/classroom addition.

The connecting corridor required the removal of the original concrete stairs – eighteen steps and concrete buttresses and wrought iron railings, doors, and transom window (transom incorporated into the wall of the classroom building

Within the two entry bays are three sets of one-over-one aluminum-clad sash on the third and four floors over the double-door entries of the first floor. The entry landings, as with the main entry on the north façade, are midway between the basement and the first-floor level. These entry bays are emphasized by slightly projecting the wall plane and buttresses and terminating the wall similarly to the end wings with a stepped pediment flanked by terra cotta molded crenels and finials atop the buttresses. The detailing is identical to the north side of the end wings, but compressed—rosettes, diamond panel, crenels with terra cotta block below. The entry, though not as lavish as the main front entry, is richly appointed terra cotta. The terra cotta that clads the basement level wraps around the buttresses up to the drip course. The flat field between the buttresses is clad with terra cotta that extends to the juncture of the first and



6. Northwest corner showing connection to 2020 addition.



just inside the hallway). The new corridor is two-level, the lower accessing, at grade, the basement/ground floor level, and the upper accessing at floor level, the first floor.

The 2020 commons/kitchen and classroom addition is west of the main classroom building (former location of Squinty Hunter field house) and connected by a the corridor as described above. Prior to the construction of the addition and corridor, the sidewalk and plaza ran along the west side of the historic classroom building on the vacated Howard Street. This pathway has been closed and a wrought iron fence along the southern boundary of the campus restricts public access to the building and yard area.

The southwest entry is approached three concrete steps flanked by square rough-hewn granite gate posts and short concrete walkway to a straight run of four granite steps and landing. Two-inch pipe railings flank the walkway and approach stairs. The composition of material and detail is the same as described for the original northwest entry. The heavy wood doors are each



*7. 4th Avenue, looking east at the 2020 addition - historic building further east.*

composed of four vertical recessed panels with glass panel uppers. Wide wrought iron bands extend from the exposed side hinges to triangular points at the inside edges of the doors. Within and taking the form of the arch is a transom window with a tracery of eight vertical pointed arch lights with seven inset lights above.

### **South Façade (Rear)**

Because the surrounding grade slopes down from rear to front (down to the north) and from east down to west concrete and stone retaining walls are along the north edge of Fifth Avenue and west edge of Stevens Street to form a “moat” separating the street from the school building. An asphalt-paved service lane accessed from the west end extends along the upper half of the basement wall to the southeast corner which houses mechanical equipment.

The rear façade continues the same pattern and detailing as the front and west façades. The southwest and southeast corner bays project slightly and are terminated by a stepped pediment. Between the pronounced corners are five identical bays comprised for four bands of five-sash wall segments separated by square brick buttresses. The sash is one-over-one aluminum clad. The terra cotta detailing is the same as previously described for the north façade.



*8. South elevation, 5th Avenue.*

A tall square chimney rises from the interior edge of the southeast corner of the historic 1912 building. The verticality is emphasized by the triple-corner brick coursing, recessed vertical panels rising through the middle of the shaft faces. The shaft is terminated by a corbeled brick capital with half-round terra cotta base molding, brick field with square inset terra cotta panels—three in each face—a half-round-molded terra cotta cornice with rosettes, and square terra cotta cap.

The south end of the 2001 addition is set back from the south plane of the historic building to the juncture of the corner wing. Approximately six feet from the east wall is an elevator tower, a flat narrow brick wall (about 10 feet wide by 15 feet deep), that rises to the top of the third story wall of the historic building. A projecting cast concrete cavetto cornice aligns with terra cotta belt course that separates the third floor and parapet wall. The main addition wing is set back further north and filling the corner notch is a four-level stair tower that is inset from the flanking wall planes and slightly lower in elevation. The short wall separating the elevator tower from the historic building (internally, a hallway running between the east side of the historic building and 2001 addition) is glass panel as is the stair tower that fills the corner between the elevator and the solid brick wall of the classroom addition. The stair tower and classroom wing are terminated by cast concrete cavetto cornices.

### **East Façade**

The east façade is dominated by the 2001 addition which replaced the historic 1908 Administration Building. The overall east façade is composed of the northeast and southeast corner wings of the original building and the attached 2001 three-classroom-wing which extends east from the original wall plane about 52 feet and is 95 feet long. At each end of the classroom wing are brick and glass panel (aluminum curtain wall) stair towers that are lower in elevation than the classroom wing. The curtain walls are configured in two bands of four vertical sash separated by a double band of horizontal glass panels. Double-aluminum-frame glass panel doors

access the stair tower at basement grade level. The classroom addition and flanking stair towers are lower in elevation than the historic building and allow the detailed parapet wall to remain visible (although from a distance). The modern addition includes detail elements in cast concrete which emulate the historical terra cotta elements of the original building. These are described in the following.

The façade, like the south side, is in a “moat” that becomes shallower as Stevens Street descends



*9. South east elevation along Stevens and 5th Avenue.*

from Fifth to Fourth avenues. At grade level, the addition matches the historic building levels and rises from basement to third floor. Each floor is configured similarly with three bays each with four one-over-one aluminum-clad sash windows. Square brick buttresses topped by beveled cast concrete drip stones rise from the cast concrete basement wall (to the sill line of the third-floor window bays. Detailing within the red brick wall is provided by cast concrete sills that are continuous and encompass the four sash units (cast concrete emulates the terra cotta of the historic classroom building). The

sills extend about six inches beyond the outside jambs to a six-inch-square inset concrete tile. The hood molds framing the top edge of the windows project from the wall and also extend beyond the jambs to intersect a vertical six-inch-wide flat cast concrete molding that drops down twelve brick courses. Within the brick field between the second and third floor windows are five cast concrete tiles, six-inches square, that correspond to the outside jambs and mullions dividing the sash. The walls of the classroom wing and flanking stair towers are terminated by a cast concrete cavetto cornice.

At the north end of the addition and the north stair tower is a narrow gap between the stair tower and historic eastward projecting wing of the northeast corner. A glass curtain wall fills the gap to form the outside wall of the hallway between the historic east façade and 2001 classroom wing.

Projecting from the second story of the historic northeast entry bay is a skywalk that was added in the 2001 addition project to connect with the Hunter fieldhouse on the east side of Stevens Street. A short segment of glass curtain wall skybridge connects the historic building with an intermediate brick tower through which it passes and continues supported by a semi-circular steel I-beam-arch over Stevens Street to the fieldhouse. The tower is similar in detailing to the classroom wing with double square brick piers supporting the corners, high bases of cast concrete



and terminating with cast concrete drip stores at the top of the skybridge. Extending above the skywalk roof the tower is topped with a cast concrete cavetto cornice. The historic east entry and approach is below the skywalk which functions as a portico. The entry retains its original terra cotta surround, wood and glass panel doors and lattice transom window.

In front (north side) of the skybridge support tower is a memorial portal, which provides a gateway to the original entry in the northeast corner and incorporates the historic entry and triangular pediment of the razed 1908 Administration building.



*10. Context on Stevens Street looking south, 2001 addition to the right adjoining the historic school building, skywalk connecting east and west sides of campus. Hunter Fieldhouse to the left (2001).*

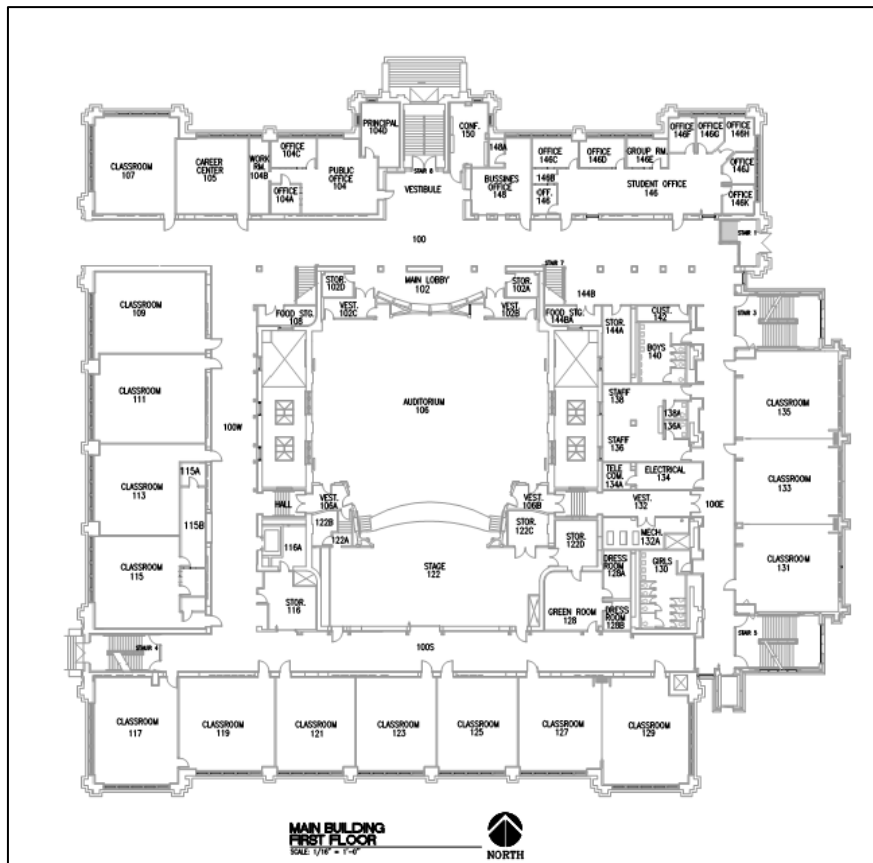
### **Interior**

The historic classroom building contains a basement (ground) level, first floor, second, floor and third floor. All floors are used for classrooms and other school functions. Four original entries provide access to the building: the front (north) main entry beneath the clock tower; the original northeast entry on the east side with the 2001 skywalk on the second floor (to the fieldhouse east of Stevens Street), the southwest entry on the west side; and the new, 2020 northwest entry corridor on the west side. The new two-level entry corridor provides direct access to the basement and to the first floor. The original entry doors are at the same level with landings between the basement and first floor. New entries were added in the stair towers in conjunction with 2001 addition to the east façade.

According to the 2007 National Register of Historic Places Nomination (Emerson, 2007), several of the characteristic design elements were retained during the 2001 expansion and modernization project including the entry foyer, the auditorium as well as hallway and room configuration: original hardwood window framing, surrounds and sills; new dropped ceilings are set back from the openings; original wood doors, transoms and trim; wood plank floors in classrooms; custom wood and glass display and storage cabinets in the hallways; sections of original marble wainscot and tiles in bathrooms; and two of four original triangular stairwells have been retained. The auditorium was extensively rehabilitated and restored to its original Collegiate Gothic or Elizabethan design including the restoration of the original pipe organ, but reconfigurations of the stage and seating were made to improve performance.

### Floor Plans of 1912 Classroom Building (After 2020 Addition)

Through the front doors, a broad straight run of steps ascends to the entry vestibule and main east-west corridor of the **First Floor**. The hallway plan for the first as well as the **Basement, Second and Third floors** forms a square “circle” that provides access to the office/administrative area immediately west of the entry; offices and conference room east of the entry; a classroom in the northwest corner; and classrooms on the outside walls of the hallway: four along the west wall, seven along the south wall, and three with flanking stair towers in the 2001 addition along the east wall.



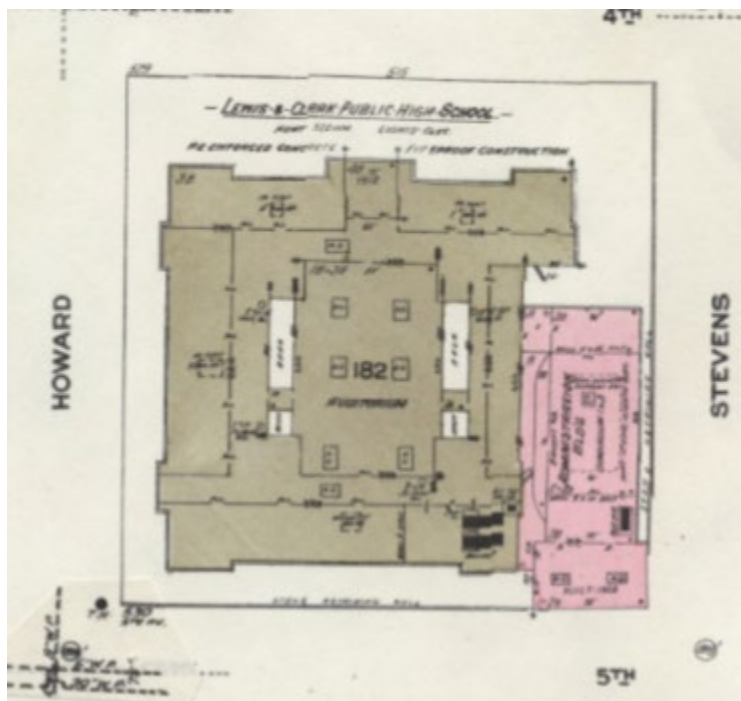


The **Second Floor** continues the same hallway and room pattern as the lower floors: a square “circular” hallway, classrooms on the perimeter and smaller rooms lining the large middle section, in this case the upper-balcony level of the auditorium. Opposite the entry to the auditorium balcony level is a staff lounge in the tower room. In the 2001 addition and rehabilitation project, a new second floor entry was opened at the east end of the front north-south hall to provide access to the skywalk and the Hunter fieldhouse across Stevens Street to the east. A unique feature on the second and third floors are the triangular corner staircases at the northwest and northeast hallway corners. The stairs are divided, one run each to the west and east halls and one run each to the north hallway with a triangular gap in the middle. The **Third Floor** is typical with perimeter classrooms lining the main hallway, the triangular corner stairs, a large void in the middle with electrical, mechanical, and storage rooms on the west and east sides. A narrow stairway in the tower provides access to the room housing the clockworks and to the roof.

### 2001 Addition- Exterior

The historic Lewis and Clark High School was remodeled and added to in 2001. That project also resulted in the demolition of the historic 1908 Administration building and expansion of the campus to the east, between Stevens and Washington Streets. The Administration Building (aka Annex) was adjacent to the east façade of the original building and covered from view a façade that was detailed similarly to the existing south, west and north facades. The addition was

designed by Spokane architects, NAC, with Steve McNutt as the principal in charge, and Fred King as the lead designer. Shea Construction erected the addition attached to the east façade of the historic building (over the footprint of the razed Administration Building) and the new Hunter Field House across Stevens Street to the east. The classroom addition was described above under East Façade.



12. 1958 Sanborn Map showing the original Annex Building which was replaced by the 2001 classroom addition.

The three-story brick fieldhouse occupies the north half of the block to the east of the historic campus with its main entry on the north side and is approximately 290 feet by 174 feet in dimension. The symmetrical façade is composed of a pronounced central entry bay, flanked by six equally-sized bays each with four high-set square windows with cast concrete hoods. The detailing references the historical elements of the historic classroom building as demonstrated in the 2001 east side classroom wing.

Buttresses and cast concrete cavetto cornices top the walls of the three central bays and flanking bays. The three central bays are emphasized by projecting the tops above the parapet walls, projecting them forward, and terminating with ribbed and projecting cornices with exposed eaves.

The center bay is taller and features a glass multi-light panel front. The ground floor contains indoor parking and smaller utility and storage spaces. The main entry in the middle of the north side opens to a broad run of steps to the first floor. Vehicular access—an entry and an exit lane—is on the west side of the main pedestrian entry. The first floor contains sports courts, restrooms, locker and dressing rooms, storage classrooms, and offices. The west end of the second floor has the skywalk access across Stevens Street to the historic classroom building. An open area is above the gym floor with classrooms, restrooms and storage spaces on the west and north sides.

### **The 2020 addition**

The 2020 project included a major building addition to the west side over the footprint of the original Squinty Hunter fieldhouse that was demolished in conjunction with the 2001 addition and rehabilitation. Rectangular, and approximately 200 feet by 150 feet, this new two-story brick and glass curtain wall building that includes a kitchen, cafeteria/commons area and classrooms, was also designed by NAC Architects with Randy Wilson as the lead architect. Garco Construction erected the building. The project includes a two-level glass curtain wall connector, approximately 68 feet long which enters the historic classroom building at the ground floor and the first-floor levels. In preparation for the connector, the original northwest entry was reconfigured by removing the stairs, creating a new opening at ground level and incorporating the terra cotta door opening and terra cotta surround at the first floor. The original lattice transom window was removed and placed on the revamped interior hallway wall.

Interior work done in conjunction with the addition project involved remodeling the former kitchen and portion of the library on the ground floor and converting a DECA office and store into classroom space on the first floor as well as the ground and first floor hallway connections at the northwest corner.

The addition is red brick with cast concrete accent panels and is terminated by a cast concrete cavetto cornice. Glass curtain walls dominate the south façade which also displays the sweep of the sloping ribbed metal roof. The glass panels provide an interaction of interior exterior spaces. The east façade facing the Howard Court is strongly angular with the sloping roof section stepping down from a short flat section of the second level to the longer section of the ground level. The concrete foundation wall rises from grade to ascend and follow the angle of the roof to the second level.

**Areas of Significance –**

**Category A - Broad Patterns of Spokane History, Education**

**Category C – Architecture**

**Significant Dates – 1912, 2001, 2020**

**Architect – Loren L. Rand (1911); Steve McNutt -Lead Architect (2001); Randy Wilson (2020)**

**Builder: Spokane School District No. 81 (1912), Shea Construction (2001); Garco Construction (2020)**

**Summary**

Lewis and Clark High School is significant under categories A, Broad Patterns of Spokane Educational History, and C, Architecture. Three high schools have existed on the site of Lewis and Clark High School. A wood frame Central High School that housed all grades was erected in 1883. This structure was moved to another site and Spokane High school was completed in 1891. In 1908 at the completion of North Central High School, the school was renamed South Central High School. After a fire in 1910 that destroyed the school, L.L. Rand designed the Collegiate Gothic Lewis and Clark High School that, after a cornerstone ceremony officiated by Theodore Roosevelt, was opened in 1912. Considered as one of Rand's masterworks, the Lewis Clark High School has held an important place in Spokane's educational legacy.

**Spokane Educational History**

Spokane residents supported the establishment of public schools and the construction of many schools as the city grew during its early years. By 1910, 35 grade schools had been constructed. Add junior high schools (nomination we just read should provide info). For many years, two high schools served older students, the Spokane High School, later the South Central/Lewis and Clark High School, and the North Central High School. While the construction of the replacement high school after the fire in 1910 included controversies and safety concerns, the final result was a school that has stood the test of time and continues to be used. The expansions to the Lewis and Clark High school campus provide the facilities that will keep it in use and continue the legacy of this school for more generations of Spokanites.

**Architecture**

Loren L. Rand was one of Spokane's master architects. Even though most of his schools have been demolished, Rand was the premier architect of Spokane's early elementary schools and designed the magnificent Lewis and Clark High School. L.L. Rand dominated school design for the Spokane School Board for several years, and was in position to design the Lewis and Clark High School. While he first supported the School Board's interest in reusing portions of the building damaged by fire, he ultimately provided an up-to-date Collegiate Gothic style design for the building. Inspired by the great universities in England in the Collegiate Gothic style, as adapted for high schools, the building is an important example of Rand's work. Although Lewis and Clark has been altered over the years, with a major renovation and additions in 2001 and an addition in 2019-2020, the original classroom building retains integrity of form and material, and most importantly, presence.

## **HISTORICAL CONTEXT**

The following narrative about the development of the Spokane school system is adapted primarily from these sources: Emerson (2008); HistoryLink.org Essay 8723; and National Historic Register Nomination for Lewis and Clark High School (2007); "Spokane: Early Education," Pratt (1943); Spokane Public Schools: A Brief History and the Annual Report for 1941-1942; Spokane School District No. 81; and Spokane Public Schools School District No. 81 (1989), "First Class for 100 Years."

The first school in Spokane was opened by Spokane Garry, a Spokane Indian, in 1870, near the site of Drumheller Springs, north of the Spokane River. At that time, few people resided in Spokane Falls which was originally settled by J.J. Downing and S.R. Scranton in 1871. It was not until the fall of 1874 that a school election was held in Spokan Falls in which Henry T. Cowley, Cyrus F. Yeaton, and L.S. Swift were elected directors. Reverend Cowley was elected as teacher. In January 1875, Cowley began the first public school in Spokane, housed in his home (at current site of Cowley Park on the lower South Hill). Soon thereafter, Mrs. L.S. Swift took over teaching the first students in her home. The first annual school report, prepared by C.F. Yeaton, in 1897 shows eleven children in the district between the ages of 4 and 21 and an average daily attendance of four children. The first dedicated public school building in Spokane was built in 1878; a two-room wood frame structure, located on the former Northern Pacific right of way near Lincoln Street.

The arrival of Henry T. Cowley in Spokane coincided with the organization of the first Spokane school district in what was then Stevens County. Designated as School District 8 and organized in 1872, its boundaries included: "Commencing at the mouth of Hangmans Creek, following up the Creek to the Idaho line, thence north along said line to Spokan [sic] River, thence down Spokan [sic] to place of beginning." (Pratt, 1946). The superintendent of Stevens County schools at the time was James Monaghan, who would later become a prominent Spokane businessman. The school founded by Cowley became a part of the new school district. When Spokane County was formed in 1879, J.J. Browne was appointed superintendent of the newly designated Spokane School District No. 41. Maggie M. Halsell was elected in the first county election held in 1880, to succeed Browne. (Emerson, 2008)

In 1889, Spokane schools were reorganized as School District No. 81 and David Bemis was hired as superintendent. Bemis' task was to organize a massive building campaign. At this time six schools were in operation: Central school (high school and grade school), Lincoln school, Bancroft school, Bryant school, Irving school, and Logan school. In July 1890, \$250,000 in bonds were sold with which a new high school building, and four elementary school buildings were erected. The Central building was removed to a new location to provide a site for a new high school, and new buildings were built for Bancroft, Irving, Bryant and Franklin schools. (Pratt, 1946)

Designed by architect Charles F. Helmle, the new Spokane High School was built in 1891 at a cost of \$110,000. The school grew slowly at first increasing from 7 graduates in its first year, to 39 students in 1901. But the growth of Spokane and increasing enrollment required the construction a new high school, one north of the Spokane River. The north side high school, North Central, was completed in 1908. The original high school then became South Central. School bond levies of 1907 and 1909, coinciding with the rapid growth of the city, were approved to continue the building of new schools in Spokane.

As reported in "First Class for 100 Years," by 1890, Spokane had constructed six elementary schools (Central [within South Central High School], Bancroft, Lincoln, Irving, Bryant, Franklin [original Franklin was replaced in 1909]), and by 1900, Spokane had constructed eleven more (Whittier, Emerson, Logan, Longfellow, Edison, Washington, Garfield, Hawthorne, Grant, Lowell, and Holmes). Eighteen elementary schools were built between 1900 and 1910, the heyday of school building. The next ten years through 1920, saw the construction of Mann, Alcott, Yardley, Rockwood, and Cowley. (Spokane Public Schools 1889-1989, 11/1989). Rockwood's span though would be quite short, only four years, since it was replaced by Hutton School in 1921. Two existing schools that followed Hutton in the 1920s include Finch (1924) and Wilson (1927).

It is notable that Architect L.L. Rand, who would design the new South Central High School in 1910, in the span between 1907 and 1910, designed the District 81 Administration building (AKA the Annex, 1908) next to the high school (demolished in the 2001 project and only the entryway remains as a sculptural feature) and the following elementary schools: Roosevelt (1907 - demolished), Stevens (1908 - demolished), Audubon (1908 - demolished), Franklin (1909), Cooper (1909 - demolished), Jefferson (1910), and Adams (1910). Rand also designed McKinley School, constructed in 1902.

### **South Central – Lewis and Clark High School**

On June 21, 1910, disaster struck; and the Spokane Chronicle would report: "High School Is Destroyed." "Fire, which broke out at 6 o'clock this morning totally destroyed South Central High School." More than 5000 people watched for three hours as the "splendid building, where half the youth of Spokane have been educated, was gutted, until only the smoking walls remained." A loss of over \$250,000 was estimated --the building is valued at \$200,000 and was insured for \$86,000; \$11,000 insurance was carried on the furnishings, worth many times that sum."

As described by the Chronicle: "The fire was wonderfully spectacular. From the front to the back and from the basement to the roof, and even through the high clock tower, the interior of the building was a monster furnace, the flames tearing through the heavy floors and walls as if they were so much paper."

"The high steeple of the clock tower fell first just as the chimes were striking the hour of 7 and crashed through the three floors of the main building to the ground." ....

Yet, "In defiance of all the havoc near it, the new fountain placed on the school grounds by the graduating class that left the school this month, continued spouting the little stream of water that fell in a spray in the huge granite bowl."

The board of education acted immediately: "At a conference of the members of the board of education at the scene of the fire while the flames were still at their height was tentatively decided to begin rebuilding as soon as the state of the ruins will permit."

As the embers remained in glow, H.W. Allen, president of the board of education instructed Architect L.L. Rand "...to prepare sketches for a new building to replace the South Central high

school destroyed by fire this morning. The drawings are to be presented to the board at its regular meeting Monday evening.” “The board gives great latitude to Mr. Rand in calling for a modern and absolutely fire-proof building, to cost between \$300,000 and \$400,000.”

Rand was reported as stating: “I believe that the old tower and a part of the walls still standing can be used in rebuilding.” “A new and attractive front can be erected on the north face, leaving the remainder of the structure much as it was before this morning’s fire.”

But an opportunity for the site of a new city hall seemed to present itself. While the Board of Education was planning the rebuilding within the remaining walls of the old high school, City Clerk C.A. Fleming was musing about a site for the city’s municipal building. As reported on the same page a couple of columns over, “While the embers of the old South Central high school were still smoldering this morning, the project of the building the new city hall on that site and seeking a location elsewhere for a new high school was broached at the city hall and found favor with a number of city officials as the best solution yet offered of the problem which is confronting the municipality.”

Discussions over the next two days confirmed the school board’s resolve to rebuild on the same site using the old walls. Fire Chief A. H. Meyers and Architect L.L. Rand pronounced the walls in fine shape; as well as the new administration building being saved by the east wall of the main building. “To Use Old Walls” reported the Spokane Daily Chronicle on June 23<sup>rd</sup>.

“Between \$60,000 and \$70,000 is the value placed by the Spokane school board on the hollow, smoke-stained walls of the old South Central high school as they stand over \$225,000 in charred ruins today. The board has arrived at this conclusion after another conference with Architect L. L. Rand, who has thoroughly examined the old school walls and found them still in good condition.

In all probability the new school will be builded [sic] within the old walls, but after a widely different plan from that followed out in the construction of the old place. This can be done quite satisfactorily, according to Mr. Rand, and the new building will be as perfectly sanitary as if built new from the foundation up.

#### **Won’t Move School**

“We are not considering any proposition to change the location of the South Central school building for by the time we figure what it would cost to erect a new structure on another site and give up the new \$50,000 administration building on the old grounds I cannot see that we could make anything by it.” Thus stated President H. W. Allen of the Spokane school board this morning.

“Architect L. L. Rand tells us that the old walls as they stand after the fire are worth about \$60,000 to the patrons of the South Central high school district, for they are still sound, and so long as we figure on rebuilding on the old site, there is no reason why they should be razed and built over again. The work of tearing them down would cost several thousand dollars.”

Ideas for the new school grew as Architect L. L. Rand worked on his plans. The Chronicle would report on June 27<sup>th</sup> a request by “Twenty physicians and half as many other citizens who are favoring the erection of a two-story building for the South Central high school.” They planned to attend the evening’s school board meeting to request and interview with the board and endeavor to influence the board members.

“Many Plans For School” were reported in the June 28<sup>th</sup> edition of the Chronicle.

**“Architect Rand Will Draft Several Varied Types of Buildings”**

Several more weeks may yet elapse before the eager Spokane public knows just what plan of building will replace the old South Central high school... A series of plans—plans that will conform to several of the varied ideas of the school patrons—will be drafted by Architect L.L. Rand before the board of education chooses from among them ...

**Three-Story Building Wanted.**

Expressing his opinion before members of the school board, Dr. Fred Essig is quoted as saying that never in his experience as a practitioner of medicines has a case been brought before him where ill health of a student was due to the climbing of a third flight of stairs in their school building.

Others, some of whom have been actively engaged in school work for years have stated positively that they know of numerous cases where, especially young girls, have been compelled to give up school work because their studies made it imperative for them to ascend to the third floor of the building several times every day. No plans have yet been submitted to the school board by Architect Rand.

Plans for the new school were revealed in September. “BUILD A FINE SCHOOL” reported the Chronicle on September 13<sup>th</sup>. The Spokane board of education in its meeting the previous night had adopted the plans. With an estimated cost of two hundred and sixty-nine thousand dollars, fully \$35,000, and perhaps \$40,000, will be saved by utilizing a part of the walls of the old structure.” The school would most up-to-date in the Pacific northwest, and equipped with the latest conveniences and sanitary devices never brought into use in Spokane.” It would have a big vacuum cleaning system to eliminate the inevitable dust and germ hazard. “The entire building is to be equipped with private and public telephone systems, program and bell clock system and a complete system of electrical wiring and gas piping.” The building would be able to accommodate at least 1400 pupils as compared to the old school, crowded at 1000 to 1100. Finally, in spite of protests of having three flights of stairs, the new school will be the same height as the old one.

In spite of the school board’s insistence that the high school would be rebuilt on its current site, the discussion of building a city hall there instead would carry on for a few more days until July 6<sup>th</sup> when The Spokesman-Review reported a meeting of the city council and park commission. Members of the school board had been invited but did not appear. As stated in the article: “It was said the school board does not want to consider the South Central high school property as a site for the new city hall and has found that in the school district’s deed from the Northern Pacific Railroad company it is stipulated that the high school property must always be used for public school purposes.”

On September 15<sup>th</sup> the Chronicle would state its editorial position.

**NOW BUILD THE SCHOOL**

The plans...have been adopted by the board of education, will give this city a fine building. It is to be expected there will be protests against the construction of a building with more than two flights of stairs and against the use of the old walls, but it would be impossible to satisfy everyone and board is evidently trying to do its best. The plans now having been agreed upon, the work should be started as soon as possible and rushed to completion.

A Notice to Contractors was posted in The Spokesman-Review on September 17<sup>th</sup>. Bids, including all plumbing and heating were to be submitted at the office of L. L. Rand by Monday, October 10<sup>th</sup>.

Even before the final sketch from Architect L. L. Rand was displayed in the October 6<sup>th</sup> edition of The Spokesman-Review, protests were being lodged about the plans of rebuilding from the "walls of the burned building." The sketch showed a Romanesque style building with a central clock tower set back in the main wall flanked on each end by projecting gabled corners. As proffered in a complaint a couple of days later: "The using of the old walls necessitates the adoption of the Romanesque style of architecture, a style entirely out of date for first-class school structures, not used in the east, sacrificing the lighting of class rooms—a matter of most vital importance—for architectural effect."

On October 8<sup>th</sup> the Spokesman-Review would headline an article "INDIGNANT CITIZENS SAY HIGH SCHOOL PLANS ARE OUTRAGEOUS," and the following day, October 9<sup>th</sup> offer a lesson in civic responsibility in its editorial.

**Work for A Municipal Committee of the Chamber of Commerce**

When the South Central high school was destroyed by fire, confidence was publicly expressed that the board of education would certainly see to it that the new building would conserve the health of the public and be well lighted and unquestionably safe. These expressions of opinion formed the moral equivalent of a vote of confidence in the board as well as revealed the deep interest of the people in the matter.

The board, however, failed to take the public into its confidence, though it stands as the agent of the people's educational interests, which are peculiarly the people's business. Instead of inviting discussion from the public it gave out not information and awarded the designing of the building without competition among architects. It was not until ten days ago that the proposed plans were made public.

The procedure was a mistake in principle, method and results. Every parent who has a child at school is a partner in the work of the board. His money pays for the buildings and he has every right to know what is proposed as to a new building before a definite decision is reached.

The present case is but one of many where mischief has been caused by lack of publicity. A weak spot in city government is the secrecy in which the operations of a department may be wrapped. What is needed is an unofficial body of citizens



that will secure the needed publicity. The chamber of commerce contains the material for a live committee to through light on public matters.

The chamber should appoint a committee on the municipal buildings of Spokane. This committee, though at liberty to consult architects, ought not to have a single architect in its membership. It should be aggressive and fearless. It should examine all plans for municipal buildings, decide as to their utility and beauty, and recommend or disapprove. Municipal buildings are a part of the people's business as citizens. Such a committee on buildings would render legitimate and valuable assistance to the public departments of the city government and to the taxpayers.

In the days following the submittal of "latest approved sketch," accusations were thrown, criticism was voiced, opposition rallied, and petitions were offered:

"PROTESTS COME FROM ALL SIDES AGAINST PROPOSED H. S. PLANS," "Business Man Argues For Modern Edifice," "INDIGNANT CITIZENS SAY HIGH SCHOOL PLANS ARE OUTRAGEOUS," "Declare School Board Digs Own Grave If Drawings For Building Are Approved," "patchwork building," "Architects Fight Scheme," "Suppressed Complete Plans," "Draftsman Resigns Rather Than Be Associated With Proposed H. S. Plans," "A LITTLE TALK TO FATHERS AND MOTHERS ON THE SOUTH CENTRAL HIGH SCHOOL PLANS" "Prominent Architects Sign," "Condemns Proposed Plans," "Architects File Kick On H.S." "Plans a 'botch.'"

Even the city's leading architects, 21 of them, including Cutter and Malmgren, W.W. Hyslop, F. P. Rooney, C. Harvey Smith, R. Edward Vincent, Archibald G. Rigg, W.A. Ritchie, C.T. Diamond, Clapp & Clapp, H.C. Whitehouse, H.M. Keeney, C. Ferris White, George H. Keith, L.R. Stritesky, H. G. Ellis, Arthur W. Cowley, Robert C. Sweatt, Clarence Z. Hubbell and others drafted, circulated, and submitted a petition to the school board for the October 12<sup>th</sup> board meeting. This is quite unusual, since architects rarely publicly criticize one of their own. They did, however, in closing their petition state: "Resolved, That the Spokane school board be, and herewith is, petitioned to stop proceedings with the rebuilding and instruct its architect, Mr. L.L. Rand, to prepare plans for an entirely new building."

The result of the citizen protest was announced in the October 12<sup>th</sup> Chronicle: "REJECT ALL BIDS" "Spokane Will Have a Strictly New South Central High School Building." H.W. Allen, president of the Spokane board of education stated: "We expect to throw out all plans so far submitted for the replacement of the South Central high school at the meeting of the board this afternoon and to instruct Mr. Rand, the school architect, to prepare an altogether new site of plans."

On the same date, the Spokesman-Review offered advice to the school board in an editorial: "*More Publicity Needed in the Board of Education:*"

The latest developments as to the proposed new building for the South Central high school only confirm and emphasize the need for publicity in the management of matters relating to the construction of new schools.

The question has been raised whether the plans adopted would insure health, light and safety to the pupils. But the opening of the bids for the new building on

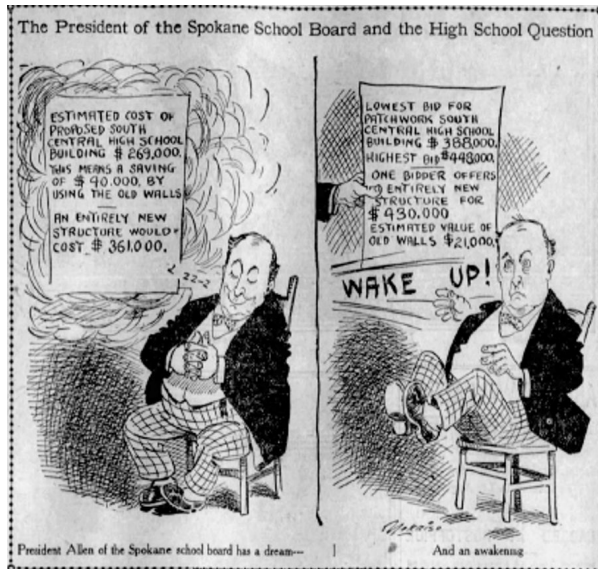
Monday night brought out the amazing and discomfoting fact that the lowest contractor's bid is \$118,000 higher than the original architect's estimate!

...

...The lack of publicity has been a mistake that might have cost the city dearly. Moreover, the great difference between the architect's estimate and the lowest bid showed that there must be something wrong somewhere.

Fortunately, however, the light of publicity has been turned on in time. The board deferred action of the bids. ...

In addition, The Spokesman-Review featured a bit of a jab at President Allen of the Spokane Board of Education, on its October 12, 1910 front page. The two-panel cartoon depicted President Allen having a dream about the estimated cost of rebuilding the new high school within existing walls, and his "Awakening" when the true cost came in during the bid opening.



13. Spokesman-Review comic, 10/12/1910.

### **"Women Favor New School Building"**

reported the Spokane Daily Chronicle on October 13<sup>th</sup>. "Disapproval of the proposed plan to build the new South Central high school from the walls of the old structure was unanimously expressed at a meeting of the social economics department of the Woman's Club of Spokane, held Wednesday afternoon in the Carnegie library." ...

Indeed, on the same day, The Spokesman-Review reported that the school plans had been rejected by the board in yesterday's meeting. "Spokane's new South Central high school will be "new" in every sense of the word and not a patchwork from the old ruins." A special meeting of the board yesterday rejected all bids from the former approved Rand plans. Further, the

board called for "...a set of entirely new plans, to be submitted within 30 days." [Author's aside: architects were quick in those days.]

Most likely anticipating the board decision, Rand was already developing a new set of plans. The Spokane Daily Chronicle announced on October 13<sup>th</sup>, "*Architect Rand Commences Work on New School Plans*"

*"Will Design Building on Tudor Gothic Plan – To Seat 1400 Pupils."*

A building designed much after the style of the McKinley high school of St. Louis will likely be constructed to take the place of the old South Central high school. This is on the Tudor-Gothic lines of architecture.

Architect L.L. Rand stated today that he has already begun work on a new set of plans and that he will endeavor to use the Tudor-Gothic character of architecture, though the Spokane building will be altogether different in relative dimensions from the St. Louis building.

[Note: McKinley High School (1902), St. Louis' first public high school, now McKinley Classical Leadership Academy is a public high school and middle school for gifted and talented students. Drawing inspiration from the colleges of Great Britain, the architects, Ittner and Milligan created a veritable castle of public education.]

In late November and December, the walls were coming down, The Spokesman-Review would report that "*Old South Central Building Crumbles Before Tools of Thirty Laborers.*" "With 30 men now working and 10 more going on the job tomorrow morning the work of tearing down the walls of the old South Central high school building and clearing the ground for the erection of the new building is being carried on with a vim that bids fair to win the race against approaching winter." A report by the contractor stated: "The veneer of hard brick on the outside was in fair condition and the mortar very hard," said J.M. Raught, "but the inside walls were ready to crumble to pieces and the brick were as chalky as the mortar."



14. December 3, 1901 artist's sketch of the revised plan for the new South Central High School Building by L.L. Rand, published in The Spokesman-Review.

Also reported by the Spokesman-Review was the new plan that had been rendered by architect Rand for a building that was projected to cost between \$400,000 and \$500,000. Rand had apparently redeemed himself, for on December 4<sup>th</sup> the Review would report:

**"NEW HIGH SCHOOL A MODEL"**

**"ARCHITECT L. L. RAND DESIGNS IDEAL STRUCTURE."**

"That the new South Central high school will be a model structure is assured in the new plans which have recently been prepared by Architect L. L. Rand and approved by the school board."

Cost \$400,000 to \$500,000. 3-story and basement, basement-8 classrooms; five entrances; 1<sup>st</sup> floor-12 class rooms; 2<sup>nd</sup>-large library, work rooms, 19 classrooms, two toilets; 3<sup>rd</sup> will be manual training.

“The building is to be as artistic as practical. The architecture is to follow the Tudor Gothic style. It will be practically fireproof, with steel, brick and concrete of the main components. The floors of the hall will be terrazza [sic], which hard maple is to be used in the class rooms”.

A report from December 17<sup>th</sup> described the last of the ruined building to be removed. “Rising defiantly above the shattered ruins of old brick wall that once clung to its stolid side for support the smoke-blackened tower of the old South Central high school now stands alone, frowning triumphantly across the sloping gray campus. It has been left till the last by the force of workmen engaged in razing what remained standing of the denuded walls and clearing away the debris.”

“The hand of the clock still stands at 6:58 o’clock, which is the time in the morning when flames burst through the tower and licked the mechanism from inside the wall.”

The new year, January 1, 1911 brought good news. First, the grand opening of the new Old National Bank Building was attended by thousands of Spokane residents, and the bids for the new high school were opened by the board of education. “With the meeting room filled to utmost capacity with contractors yesterday...the bids were opened for the new high school. Pleasing the board, the bids were lower than when it was proposed to use the old walls.” Eight bids were opened. M.C. Murphy, a local man, submitted the low bid of \$349,261.60 for terra cotta (The submittals also included alternative bids for Tenino sandstone and Bedford sandstone.) “This bid for terra cotta, the lowest of all, is for local material, the factory being located 30 miles north of Spokane.”

On the following day, The Spokesman-Review provided a short resume for the winning bidder.

Mr. Murphy is one of the best known contractors in Spokane and is known throughout the state. He came to Spokane 21 years ago last September, and during that time has done much to forward the upbuilding of Spokane, if the man who furnished the brains as well as engineers the actual work of construction is due such credit.

Buildings he has erected are in the Gonzaga college building, the Orpheum theater, Columbia building, the Berry building, the Wallace and Mullan (Idaho) high school buildings, as well as many smaller jobs throughout this section of the country, especially around Coeur d’Alene, Idaho.

One unfailing custom of Mr. Murphy’s is said to be to always use local material and employ local men.

On January 4<sup>th</sup>, Murphy was awarded the contract in the amount of \$349,261.60 with a completion date of by January 1, 1912. Blair-Megher Co. was awarded the plumbing contract for \$66,994. A.W. Davis was elected as the new president of the school board. Work was slated to begin within a couple of weeks.

Before construction would begin, plans were being made for the “laying of the cornerstone.” “A ceremony intended to bring together more than 16,000 school children and many thousands of citizens...” “The event will be in the nature of a holiday affair for every school boy and girl of the city.” “...a parade in which thousands of school children may be in the line of march.”

“It seems entirely appropriate that a ceremony of some sort should be held at the laying of a cornerstone of a large public edifice ...,” said Arthur W. Davis, president of the Board of Education.”

The Spokesman-Review tempered the excitement of the new school’s ground-breaking by reporting the inevitable: **“School Buildings Require Big Sum”** on January 18<sup>th</sup>. “President of Board Tells of Needs of \$500,000 Bond Issue.” Funding was needed for construction of the new South Central high school, with “\$75,000 needed for four-room additions to Sheridan, Audubon, and Francis Willard schools, not to mention the other schools which the increasing population of the city necessitates more funds must be secured for immediate use.”

**“NEW SCHOOL IS NAMED “LEWIS AND CLARK””** graced the banner of the Spokane Daily Chronicle in its February 6, 1911 edition. In a special meeting the board of education announced the name and revealed that Theodore Roosevelt would be asked to lay the cornerstone of the new Lewis and Clark high school during his April visit. Apparently, the Chronicle had held a contest for naming the new school. Since “Lewis and Clark” was barred from the contest (had been suggested to the board prior to the opening of the contest), Louis H. Seagrave was declared the winner at his suggestion “Columbia” which was selected by the board as second choice. During the same contest, a name for the North Central High School of Herman Beare was also suggested but never approved. [Professor J. Herman Beare was the first principal of North Central High School; appointed in 1908 at the school’s opening, he fell ill and passed away in 1909.]

On February 9<sup>th</sup>, the Chronicle reported a tussle between Teamowner’s Union No. 101 and Teamsters’ Local No. 202 of Spokane. Contractor M. C. Murphy had a problem with Teamowners because they refused to use their teams to pull dump wagons on the excavation work while members of the Teamsters continue to work. Difficulty arose when Murphy refused to permit members of the Teamowner’s Union to use “slat” wagons on the job and their refusal to furnish hopper box dump wagons. Murphy was following city official’s guidance who “strenuously objected” to use of slat wagons because dirt and gravel leaks onto city streets.

Construction progressed in February and March with excavation being completed and trenches dug for concrete foundations. On March 13<sup>th</sup>, the Chronicle warned that other contractors may criticize M.C. Murphy at the upcoming board of education meeting; but  
“It is not likely that any very serious fault will be found.”

As March drew to a close, “Principal H. M. Hart and a corps of workers and members of the faculty were at the Lewis and Clark high school early this morning arranging everything to the minute detail for the three days of festivities which begin Monday.”

The March 30<sup>th</sup> edition of the Chronicle included a photo that distinctly showed the Tudor Gothic architecture of the new building. “The above picture of the new Lewis and Clark high school shows distinctly the Tudor Gothic effect in the architecture of the building. The structure carries many resemblances to the college buildings at Oxford University in England. There are 93 rooms in the building and 30,000 square feet of terrazzo flooring.”

**“Colonel Theodore Roosevelt Addresses Big Crowd After Laying Cornerstone”** reported the Spokane Daily Chronicle on April 8, 1911. Mr. Roosevelt, accompanied by Senator Poindexter, Governor Hay, and Mayor Hindley, gathered at the cornerstone. Two masons, John Marsh and Joe Anton, were busily mixing the mortar. “Mr. Roosevelt placed the copper box containing coins, school records and the names of pupils in the pocket in the lower stone and spread the mortar [he did not actually set the stone].” He then spoke to the crowd. “There is no use whatever in having the best type of school in which to teach children unless there are children to teach, and I congratulate you in Washington that as far as I have seen the children seem to be all right in quantity and quality.” It was a short stop and he quickly moved to the next event on his day’s agenda.

Overall economic news for downtown Spokane was good as the Chronicle reported: “Spend Millions in Fine Blocks” on April 21<sup>st</sup>. “One million dollars worth of construction work is being done in the downtown section of Spokane on building operations that have been commenced, not including the new city hall, the Monroe street bridge, or the Milwaukee railroad work.” Thirteen buildings were under construction, with the Lewis and Clark project topping the list.

Controversy over the Lewis and Clark project would again make the news as the walls were going up. “All Work on New High School Is Stopped By Inspector” reported the Spokane Daily Chronicle in a sub banner headline on May 4<sup>th</sup>. “John M. Goodwin, the New City Official, Declares the Building as Being Constructed Would Crumble Before It Could Be Completed by the Contractors.” He alleged that the use of unfit old material for the load-bearing piers was a grave violation of the building specifications. Further, after a week passed since his giving notice of such, neither the board of education, the contractor, nor the superintendent made any attempt to correct the matter. Therefore, he gave a letter of violation. His letter: “Dears Sirs: I hereby order all labor and work of every description and character to immediately cease and discontinue on the central high school district No. 81, until such time as the board of education can satisfactorily solve the existing exigency.”

On May 6<sup>th</sup>, The Spokesman-Review informed that architects W.A. Ritchie, J.A. Zittel and K.G. Malmgren were marshalled to decide the worth and strength of the piers--and arbitrate the dispute. Reportedly a “hot argument” between Inspector J.M. Goodwin and contractor M.D. Murphy ensued over an amount of about \$1000 [the cost to make the modifications]. “According to the building inspector, Architect Rand promised Thursday night to tear down and replace the parts with which Mr. Goodwin found fault, but yesterday morning changed his position and refused to comply with the inspector’s demands.”

According to Goodwin: “The walls are 13 inches thick, aside from the eight inches of terra cotta, which is for ornamental purposes. Thirteen-inch walls, if built solid of good material, are none too thick to support those steel girders that must span 22 and 23 feet over the windows. But instead of being solid there is nine inches of sandstone left from the fire. The stone is in irregular shapes, which makes it more dangerous. Then the other four inches is brick.”

Another article of the same day indicated that the architects as of yet, were unable to reach any agreement. "The committee visited the work this morning, and after a thorough inspection returned to the office of Preusse & Zittel ...where they commenced a lengthy job of making computations to decide whether the brick piers under dispute have sufficient strength to be safe enough to allow the continuation of the work on the building. "Architect Zittel stated this afternoon that he had never yet known of a dispute, in which both parties did not have some basis for their complaints." "We realize that in this dispute there are reputations at stake, "declared Mr. Zittel, "and we are going to be very thorough in our computations before we announce a decision."

"BUILDING INSPECTOR GOODWIN IS DISMISSED BY HAYDEN" announced the Page 1 banner of the Spokane Daily Chronicle on May 10<sup>th</sup>. "Following a Request From Commissioner Hayden That He Resign and the Refusal of the Official, He Is Informed That His Services Are No Longer Required."

"Building Inspector John M. Goodwin was removed from office today by Commissioner of Public Safety Z.E. Hayden after the inspector had refused to hand in his resignation on request of the commissioner." As it turns out, the arbitration board "...finds the piers as being constructed were insufficient and Commissioner Hayden announced that they must be torn down and rebuilt, the architect, board of education and contractor agreeing to the change."

"While sustained in his main contention concerning the insufficiency of the walls, Goodwin is removed for alleged incapacity to handle public affairs without friction with persons dealing with the city." ...

"...he overstepped the bounds of good taste and that his motives in this and other matters which have come up previously were not purely for the protection of the city."

The lengthy article that continued on page 13, detailed the analysis by the architects, the allegations surrounding the selection of the committee of architects, and also the happenings on the school grounds.

#### **Error in Plans**

Architect L.L. Rand, in a statement today admits having made an error of calculation of the specifications and states that he told Mr. Goodwin that even the corrections demanded by Goodwin would not make the piers strong enough. ...

"The original design called for a grouping for four windows between the piers. While I was in Seattle getting plans prepared for the concrete reinforcing, heating and ventilation, the young men in my office studied the design and changed the windows from four to five, cutting into the wall surface at the piers.

#### **Looked Better That Way.**

"The architectural effect was so much better with five windows that I permitted the change to stand, but in my anxiety to get the work out in time, I neglected to check over again in the bearing power of the piers.



...

Inspector Goodwin took his case to the Builders Exchange and “While there was considerable sentiment expressed on both sides of the controversy, it is said the majority felt there should be more publicity with regard to the facts leading to the discharge of Mr. Goodwin by Commissioner Hayden.” ---motions were made, but all failed to pass.” His attempt to engage the Architectural club was stymied when it declined to read his letter of explanation.

On May 18<sup>th</sup>, the Chronicle reported that “Goodwin Replies to All Charges”

The statement made public by commissioner of public safety, Mr. Hayden, to the effect that he withheld the report of the board of architects in order to save me from ‘disgrace’ is more harmful to me than a statement of facts.”

...

### **Performed Only Duty.**

There is room for doubt as to whether my method of stopping a fatally faulty construction before it reached a criminally dangerous stage could be more properly be termed ‘lack of diplomacy’ or rather the only possible method of performing my duty. As to Mr. Hayden’s refusing to allow me to see the report before I was discharged, in order that I might clear myself of any ‘disgraceful accusations’ there is certainly every appearance of something more than simply lack of justice to me in this act.

If the great tax-paying public; the safety of the children of this city; and the next generation itself were not seriously concerned here I might be content to overlook with contempt what merely concerns the dignity or the interest of my own poor personality.

...

“*Complete School Next February*” is the word given by L.L. Rand in an interview with the Chronicle on November 1<sup>st</sup>.

Work on the Lewis and Clark high school is progressing rapidly, and Architect L.L. Rand declares there is no question that the building will be ready for occupancy by the time of the opening of the February term of school.

All of the walls and roof have been completed. Glass will be set in the windows during the present week.

The cement floor in the basement is practically completed. The terrazzo floor is finished on the first floor and is nearly all down on the second floor. The plastering of the walls is two thirds finished and the work on the installation of the heating system is well along toward completion. The big boilers are in and ready to fire up.

The next day, however, was a different story—apparently, Rand had not consulted with his contractor. As the Chronicle reported on November 2<sup>nd</sup>.



Contractor M. C. Murphy, who is building the new Lewis and Clark high school, is now facing the probability of forfeiting \$30,000 to the school board for failure to complete the building within the date specified by contract.

Mr. Murphy does not hold out any hopes for the building being completed before February 1, the contract calls for its completion by January 1, and the forfeiture of \$100 each day thereafter before it is finished.

If there is any delay in the arrival of material from the east, the carpenters may be working until late in February. A large share of the steel work has not arrived.

Contractor Murphy was held up in the commencing of the building for nearly three weeks endeavoring to secure bonds and at a later date the work was halted by the city building inspector who ordered a change in the construction of the piers. On account of these two delays it is probable that the school board will allow extra time within which to complete the school although no official action has been taken to the effect.

The 200 laborers on the new Lewis and Clark high school got two days rest for the Christmas holiday.

As the year 1911 came to a close, a strike of the hodcarriers had stopped the plastering work, according to a December 30<sup>th</sup> report by the Chronicle.

The strike conditions at the Lewis and Clark...remains practically the same as Friday. The plasterers were at work on the walls of the auditorium when the strike occurred. The lower portions of the walls are finished and the laborers were ready to start on the ceiling.

Business Agent George Woods of the hodcarriers' union intends to take the matter up Tuesday morning with Contractor M. C. Murphy, when, it is anticipated, it will be decided whether or not the strike will continue.

Even though the completion of the new high school was being delayed, in January 1912, plans for a big celebration were being made for the grand opening that was planned for the spring. The 1800 living graduates of the South Central high school planned to meet, in the greatest school reunion ever held in the northwest. The alums would hold a monster gathering during the week the new Lewis and Clark high school is dedicated.

*"Plan Big Celebration to Dedicate New School"* reported the Chronicle on January 15<sup>th</sup>.

"Representative educators of the northwest, members of the board of education and graduates of the school will participate in the most elaborate ceremonies ever attending the dedication of a high school building in the west when Spokane's new Lewis and Clark high school is dedicated on April 1, 2 and 3. ...The magnificent structure will be formally dedicated on Wednesday evening, April 3.

The grand opening of Lewis and Clark High School was a three-day affair beginning the evening of April 1, 1912. The Chronicle included a photo of the front entry tower, and another of the building in its April 1<sup>st</sup> edition. *"First Dedicatory Exercises of the Lewis and Clark High School Will Be Held This Evening."* "This evening at 8 o'clock the public will be given its first glimpse of the auditorium of the magnificent Lewis and Clark high school when the concert recital,

which has been in preparation for months, will be given.” Only the auditorium, with reservations for over 1100 seats having been made, would be opened to the public. The concert, sponsored by the Mendelsohn club, was a benefit for the art decoration fund. The public would not have access to rest of building and would have to wait for the opening on April 3<sup>rd</sup>.

Lewis and Clark High School was “delivered to the city” on April 3, 1912. As reported by the Spokesman-Review: “*Dedicatory Exercises at Lewis and Clark Building Mark Epoch in Spokane History.*” “*Best Equipped building West of Mississippi, Declares State Superintendent.*”

The Lewis and Clark high school is now the property of the citizens of Spokane. The handsome structure at Fourth avenue and Howard street, which has arisen Phoenix-like from the ashes of the old Spokane high school, was formally delivered to and accepted by the city yesterday afternoon by its representatives on the school board. Impressive ceremonies marked the formal transfer of the completed building.

...

#### **Sermon in Brick and Mortar.**

“When we dedicate this building we dedicate the individuality of the community. Like the Parthenon at Athens and the great cathedrals in Rome and Milan it speaks for the community, it is the best token of the community’s interest in education. It speaks for itself. It stands, not a sermon in stone, but an eloquent one in brick and mortar and no living tongue can add anything.

It is well that it is called after those northwestern pioneers, Lewis and Clark. Their heroic deeds will be an inspiration to the students who enter its walls. Like the pioneers they too, cannot hope for success without service and effort.

In accepting the building in behalf of the school board and the citizens,” said President Greene, “I realize that what we get is not a school, but a mass of inanimate materials, an insensate body without a soul, just a mass of iron, steel, brick and marble wrought together by human skill and intelligence it is useless to us as it is.”

#### **School Will Always Live**

“It is a mere shell until the soul is breathed into it. The old Spokane high school was not destroyed by fire. It will always live in the lives of the boys and girls it produced. We have the teacher who will breathe that soul into these lifeless walls and then we will have the real Lewis and Clark high school. It will be an educational inspiration to the whole northwest.”

In September 1912, the portraits of Lewis and Clark, commissioned by the class of June 1912 as a gift to the school, were hung in the auditorium. The two life-size portraits were painted by Alonzo Victor Lewis, who was living in Spokane at the time. (Lewis also completed the sculpture of Abraham Lincoln in downtown Spokane in 1930.) Additionally friezes donated to the school by the class of June, 1907, arrived from the east and would be placed above the main entrance to the auditorium. Thus began the noted Lewis and Clark High School art collection.

Voters approved a bond for a new school, and Lewis and Clark High School was opened in 1912.

Lewis and Clark High School continues to serve the students of Spokane's south side and has been adapted over the past 90 years to expand, provide new facilities and modernize to meet current educational standards. Lewis and Clark is an icon of Spokane that transcends its educational function—the Tudor design, richly detailed façade and stately presence at the edge of downtown is one of a kind and near and dear to thousands of Spokane residents. Indeed, the *Spokesman-Review* in recounting the overwhelmingly successful 1988 bond vote attributed the positive turnout to having the renovation of Lewis and Clark High School as the headline project.

Spokane's high schools - North Central High School on the near north side and Lewis and Clark (replacing South Central High School) on the near south side - were followed by Rogers in 1932, Shadle in 1956, and Ferris, the second south hill high school, in 1963. The 1908 North Central High School was razed and replaced by a new building in 1981 and has been expanded over the years. Likewise, Rogers received major upgrades and an addition in 2009, but still retains its historic front Art Deco façade (NRHP). Ferris was replaced in 2013, and Shadle was extensively remodeled in 2010. Lewis and Clark High School retains its historic form and detailing in spite of modifications over the years.

The controversy that plagued the rebuilding of the fire-destroyed South Central High School into the present Lewis and Clark High School, again confronted the Lewis and Clark renovation project. Approved by the voters in 1998, the bond issue and other funding from the state, apparently did not reveal the full extent of the renovation. Essentially, the design team and the school board did not know the scope of the renovation project until funding was approved and design work was underway. The architects, as supported by teachers and staff, determined that the 1908 Rand-designed "Annex" which was never designed as a classroom and did not match the floor levels of the classroom had to be demolished. But, because that building was included with the main classroom building on the National Register of Historic Places, several groups became involved in the effort to preserve old Administration Building, in itself an architectural gem.

As Spokane's population grew and the city spread to the north and south with new houses, student growth demanded new schools. Spokane voters supported bond issues to build new grade schools and add classrooms to existing schools. Meanwhile the city's two high schools were bursting at the seams as elementary students moved directly to high school. No wings or classrooms were added to the high schools, although, in the case of Lewis and Clark, the Administration building was transformed into a somewhat dysfunctional classroom building. Relief came with the passage of a bond issue in 1926 that provided for a new junior high school for the south side and one for the north side.

Thus Libby and Havermale were added to the list of Spokane schools as the first junior high schools. On January 25, 1926, the *Spokane Daily Chronicle* (*Chronicle*) reported a plan by the school board to adjust the school units in accordance with the proposed \$600,000 bond issue. A new Arlington building to serve the Hillyard area, an addition to Finch elementary, building a six-room Wilson school and constructing a "A junior high school building property located on

the North and South Sides will relieve both of the high schools.” The article continues, “as a form of school organization, the junior high school has the unanimous support of the leading educators.” Spokane schools were joining the ranks of junior high school builders nationwide.

An article in the February 20, 1926 issue of *The Spokesman-Review* told of the need of the “\$990,000 bond issue” (misprinted in tag line, should be \$690,000). Mrs. J. M. Simpson, president of the Spokane school board explained the need for the building improvement proposed in the bond vote scheduled for the March 9 election. The city’s three high schools designed for 3800 students were now filled with 4930 students. North Central, Lewis and Clark, and Hillyard high schools were overcrowded. The junior high schools were intended to provide needed classroom space. “Two junior high schools are also proposed, one for 850 students on the North Side and one for 600 on the South Side. Grounds are available for all buildings except the North Side junior high school.”

As the year 1929 closed, the need for a \$1,000,000 bond issue for the board proposed “Big Building Program Beginning in 1930.” The school population was continuing to grow. On the list of projects were again Libby and Havermale. “Complete buildings of the Havermale and Libby junior high schools now occupied for the second year.” “And, in a few years, a junior high school for the South Side.”

Post WWII led to the Baby Boom in the early 1950s that initiated a wave of classroom additions and new schools to keep up with the growth of the grade school population. The Spokane School District No. 81 built 17 new primary schools, 3 junior high schools, and 1 high school in the 1950s. One additional junior high school added at the end of the 1950s was completed in 1961. Five elementary schools built in the early 1900s received additions. The 1950s outpaced the years between 1900 and 1910, the city’s most significant growth period, in the number of classrooms in new elementary schools and additions to existing elementary schools. Shaw and its late 1950s counterparts represent the significant student growth in Spokane in which the newly built elementary schools were pushing their students to the overcrowded junior high schools built in the late 1920s.

The actions of the school board in putting together its largest building program in history was discussed in regular and special board meetings and reported in the local press during the month of August 1956. The *Spokane Daily Chronicle* reported the August 8, 1956 school board meeting on the following day: “**School Building Program for Spokane Is Outlined by Superintendent Shaw.**” Shaw proposed a \$10,000,000 building program for Spokane’s public school system. That bond issue would be voted by Spokane citizens on November 6<sup>th</sup>.

The programs principal goals would be the construction of three junior high schools by the start of the 1959-60 school year to provide for the postwar baby crop of 1946 that then will be of the seventh grade age, he said.” ... In the southwest, \$1,630,000 would be spent with \$1,400,000 set aside for the junior high school to go up north of Hart field. Board members voted before the evening was over to take steps to acquire title to land on the site now owned by the Lewis and Clark Playground association.

“Spokane O.K.s School Bond Issue,” announced *The Spokesman-Review* on November 7, 1956 (P1:4-5). This approval, “by a commanding margin,” would trigger the largest building program in the city’s history. The approval of the 1954 bond issue of \$5,000,000 was recounted wherein Shadle Park High School (just completed) and 106 grade school classrooms, and the first unit of the trade school branch (to become Spokane Community College) were constructed.

In an important step signaling the beginning of a project was announced in November 27, 1958: “**South Side Junior High Bids Called in January**” was reported in *The Spokesman-Review*. The bids were called and were to be submitted by January 7, 1959. The building plans, with an estimated cost of \$1,300,000 were under review by state officials. Architect W.W. DeNeff of the firm which also prepared the plans for Glover and Shaw junior high school estimated an additional cost of \$57,622 for site development.

“**Heavy Load Expected in Schools.**” Reported the *Chronicle* on December 12, 1958). South Side elementary schools are expected to be heavily loaded with pupils during the 1959-1960 school year. According to Superintendent William C. Sorenson, Sacajawea would provide relief when opening in the fall of 1960.

“Until Sacajawea is built, Lewis and Clark will be carrying a heavy load.” Next fall we expect to take over rooms in the old trade school. Sorenson added that plans for Sacajawea are now in the state education office in Olympia and will be presented to the board of education next week.

The Sacajawea Junior High School, that finally opened in September 1960, was described by an article in the December 12, 1958 edition of *The Spokesman-Review* in which it announced that 1279 students were expected to attend the new school. The school would face Thirty-third provide 24 general classrooms, library and a cafeteria, two arts and crafts rooms, four science rooms, and four home economics, gymnasium, two music rooms, shower rooms, a kitchen-health unit and offices facilities, two physical education teaching stations, and athletic fields.

Sacajawea was the third new junior high school, following Glover and Shaw, and each was planned to cost \$1,300,000 under the 1956 bond issue. The district’s two other “much smaller” junior high schools, Havermale and Libby, were built in 1928.

*The Spokesman-Review* reported in its May 14, 1961 edition: “State O.K.s Plans for Ferris High.” The new south side high school, first south of the Spokane River since Lewis and Clark, was approved for a site at Thirty-seventh and Regal. The state would provide \$392,152 in aid for the \$3,000,000 project which would fund the new 1,600-student high school.

Lewis and Clark would finally get a new field house according to the plans for the next bond issue. According to the January 21, 1962 edition of *The Spokesman-Review*: “School Group

Tells Bond Money Plans.” The board was proposing a “...\$4.5 million bond issue chiefly for classroom additions to existing schools construction of two new schools, land acquisition for future schools...” Projects included an addition to Libby Junior High School, a field house for Lewis and Clark High School, including facilities for classrooms and physical education with a total cost of \$494,000 of which \$44,000 would be from state aid.

“Lewis and Clark’s physical education facilities are among the poorest in the state for a large high school. (Boys’ indoor physical education facilities have not been expanded since World War I. 1917.) If Lewis and Clark students are to receive a physical education program commensurate with that provided other Spokane boys and girls, the new field house must be provided immediately.” The success of the bond vote was reported on February 14, 1962. There was, however, a challenge to the legality of the bond issues which threatened school and state building projects.

In March 1963 as the Lewis and Clark field house project was slated to begin, a stop was placed in the city’s school projects. “Planning will stop on nearly \$2.5 million in Spokane school projects scheduled to start this year and the impending call for bids on the Lewis and Clark Field House probably will be postponed ... Those were immediate results in Spokane of today’s order by the State Board of Education halting all school construction projects depending on state matching money from a 1961 bond issue authorized by the State Legislature. ... The \$600,000 LC Field House plans now are in Olympia awaiting approval of the State Department of Public Instruction ... probably will mean a delay in calling for bids on it.”

But, the State Supreme Court, in a decision issued of August 7, 1963, upheld the legality of \$35.75 million in state bond issues. This decision had directly impacted \$2 million of school construction in Spokane. Among the projects was the remodeling of Libby Junior High School and the new Lewis and Clark High School Field House which were now both allowed to proceed. And apparently gift wrapping was in the offing as reported in a September 9, 1963 article in the *Chronicle* which included a photo of the “Gift Wrapped” wooden beams that had been erected in the new field house. Further up the South Hill in November 1963 the new Ferris High School was dedicated. Ferris would relieve the Lewis and Clark student load and become a friendly South Hill competitor over the ensuing years.

In addition to the Field House project which was nearing completion, *The Spokesman-Review* would report on June 5, 1964: “Freeway Halt Woes Mount.” It was reported that property owners in the path of the proposed Fourth Avenue route of the Spokane Freeway, “were in the throes of confusion and fearful of staggering economic losses Tuesday as a consequence of a Superior Court decision barring construction of the expressway adjacent to Deaconess Hospital.” One of the biggest potential losers is Spokane School District No 81, owner of the old Lewis and Clark High School Annex, which lies in the path of the proposed highway. H. Avery Peyton, president of the Spokane School Board, said the district will be hurt if the Fourth Avenue route is abandoned...

...

The school district had been offered \$368,200 by the state for the LC. Annex Building [Author’s note: Although this building is referenced as the Annex Building, it was not the former 1908

Administration Building adjacent to the east side of the classroom building. Its stated location seems to be between Third and Fourth avenues at 704 West Fourth which is west of Wall Street]. The offer was accepted by the school district and formalized by action of the school board. The district was to have turned over the school building to the state June 30, after the close of the school year in 1964.

In addition, Peyton added, the school district has gone to considerable expense in recent months adding facilities to the new Lewis and Clark Field House because the board thought the annex would have to be abandoned. ...”Everything is too up in the air now,” said Peyton. But, according a June 11, 1964 article in the *Chronicle*:

And the State Highway Commission’s offer of \$368,200 for the Lewis and Clark Annex, at 704 Fourth, apparently was shelved pending the outcome of the Deaconess Hospital’s lawsuit blocking construction of the freeway through the school property just north of the hospital between Third and Fourth. [Note: the I-90 viaduct was built so it apparently caused the removal of the “Annex.”]

The Field House completion became a sore point for the school board as reported by *The Spokesman-Review* on June 25, 1964. The article revealed that the Spokane School Board directors were not pleased by the delay in completion of the Lewis and Clark Field House. “School officials said they had toured the project and found “very few men working” and the job still not completed although the completion date had passed almost five months ago.”

In July, however, the building was complete and ready for public inspections. Articles in *The Spokesman-Review* of July 22 and 30, 1964 included photos of the new overpass over Howard Street (connecting to the west façade near the location of the 2020 passageway) and of the interior of the impressive new fieldhouse itself. The fieldhouse would open at the start of the new school year. The *Chronicle* of April 15, 1966 reported the dedication of the Lewis and Clark field house to E.L. “Squinty” Hunter who had coached at Lewis and Clark teams for 39 years and produced 21 city league championships. The event took place two years after his retirement and a year after opening but the honor was still cherished.

Lewis and Clark High School had, for over fifty years, been in the same “old” building without addition or remodel. The February 1, 1998 edition of *The Spokesman-Review* reported the upcoming bond vote and the improvements it would bring to the venerable school:

The bond, the largest the district has ever asked the public to support, includes many projects—from construction to remodeled science rooms.

The most expensive project, a dramatic renovation of Lewis and Clark High School, is also attracting its share of voters. About \$41 million would be spent to buy more property and remodel the building, which is so old that Theodore Roosevelt laid the cornerstone in 1911.

The plan is to preserve LC's Gothic Tudor style is inspiring Lori Holmes to vote yes, even though she didn't know how the rest of the bond money would be spent.

I like the way it looks," said Holmes an East Central resident whose children attend LC and Grant Elementary School. "I don't like this new stuff the district builds." [ Others are quoted.]

*The Spokesman-Review* in the "Our View" editorial column wrote: "Thousands Wrote This Happy Ending." 2/5/1998. pB6:1. ... "The women held signs that read "Yes for Kids" but the dreary weather and indifferent drivers seemed to predict a big no. It was election day in February and schools all over the region needed money. In a great, rainy day surprise, they got it." ... "Voters in District 81 overwhelming approved a \$74.5 million bond. ... "Why the big turnouts and why the yes votes? These are much happier questions to ponder than the where-do-we cut questions that follow school bond levy defeats." "Many theories were buzzing around Wednesday morning. In Spokane School District 81 maybe it was nostalgia voting. Lewis and Clark is a landmark. So people voted to save a bit of the past and wire it, and all the other schools, for the future." ...

The project which would modernize the historic classroom building and add a much needed new gymnasium, parking and playfields across Stevens Street to the east also brought with it a period of intense controversy. The bond planning and bond issue did not reveal that the historic 1908 Administration building "Annex" would be demolished as part of the project. And, although, the Squinty Hunter field house was to be razed, that was planned as an extension of the green space west of the school and integration of Howard Street right of way into the campus.

As soon as the architect concepts indicated that the Annex was likely to be demolished, opposition began. *The Spokesman-Review* broached the subject in its June 29, 1998 "Our View" column "Public's input also important."

Beautiful old buildings capture our imagination –and our hearts.

Certainly, it was the love of a grand old building that let Spokane District voters to approve February's bond issue. These bonds will help finance the renovation of Lewis and Clark High School.

That election should be seen as a contract between the voters and the school district. It's a contract which implies that the historic character of Lewis and Clark will be preserved and restored as faithfully as possible.

It's a contract which the school district and the architect have repeatedly pledged to uphold. Now, as the design process begins, however, two issues have emerged which concern local historic preservation experts.

The school's wide, four-level staircases have been a defining characteristic of its interior for 86 years. Currently, the design calls for closing off most of those stairwells. That would prevent smoke from spreading should the building ever catch fire.

But it's possible that other creative—and safe—solutions exist. Open stairwells and atrium designs in buildings as diverse as the Spokane Opera House,



North Town Mall and Liberty Building, which houses' Aunties's Bookstore, have managed to balance safety and aesthetics.

Local architects experienced in historic preservation say that smoke evacuation systems—essentially large fans which quickly circulate smoke to the top of the building—can be sound alternatives.

The second concern is the future of the 1908 brick building on the east end of the campus. Tearing it down and replacing it, preservationists warn, would jeopardize the building's status on the National Register of Historic Places.

It will be important to fully examine the historic issues surrounding the renovation of LC, allowing plenty of time for public discussion and seeking the expertise of those who have successfully restored other historic Spokane buildings.

It is also important that the concerns of alumni, parents and students be heard early in the design process. The time to ignite the public's passion for this building is now.

The school district should consider rescheduling its LC public forum meetings. These meetings, at 9 a.m. on Wednesdays, are difficult for working people to attend.

In the meantime, it's important to remember that most of the news surrounding the Lewis and Clark renovation has been extremely positive. Lately, a new idea has emerged which could be a win-win solution for historic buildings in downtown Spokane.

Lewis and Clark alum Rob Brewster hopes to restore the Holley-Mason building and house Lewis and Clark students there during the 1999-2000 and 2000-2001 school years. The 1905 building, with its remarkable brick and terra-cotta façade, has stood vacant for nearly two decades. This link to Lewis and Clark could help revive not one, but two historically significant Spokane landmarks.

It's difficult to underestimate the importance of old, treasured buildings to a city's identity and livability. Such heirlooms require the entire community's wise and careful attention.

Chris Peck, editor of *The Spokesman-Review* wrote his opinion of August 9, 1998: "Despite charm, old school faces new realities." Mr. Peck was a bit harsher on the historic Annex than the previous writer. He discussed the architect's plight in meeting current building codes and making the building work as an top-flight educational facility with respect to the stairs as well as the saving the old Administration building. But his lead into the article suggested he was not so keen about saving the 1908 building.

"Anyone who has ever gone junking in a dusty antique shop knows this dilemma. Is what you find there valuable and a treasure? Or is it just dirty and old?

The junker's dilemma is precisely what faces the architects charged with renovation the 1912 Lewis and Clark High School in Spokane.

In February, an astonishing 78 percent of the voters approved plans to turn 86-year-old Lewis and Clark into a school for the 21<sup>st</sup> century.

Now, in August, comes the hard part.

“How much restoration can we do and still make sure we watch out for student safety and prepare for the needs of the 21<sup>st</sup>-century education?” said Ned Hammond, Spokane School Districts’ planning director, on a recent tour of the old building.

The warm glow left over from voter approval to restore the oldest high school in Spokane threatens to turn into a heated debate.

“We want Lewis and Clark renovated as promised and not gutted,” said Steve Franks, co-founder of a year-old group called Spokane Preservation Advocates.

...

“I supported the LC project,” Franks said. “I never dreamt in a million years that they would now be talking about demolishing a part of the school and removing the staircases. These are shocking proposals we never thought would be on the table.”

The details of how LC would be renovated weren’t ever outlined because the bond had to be approved before real planning for renovation could begin.

...

And once the architects got inside the old administration building, which has roots predating LC because the building was part of South Central High School that burned in 1909, the challenges were even more complex and costly

“That annex building has four different floor levels that don’t match up with the LC building.” McNutt (NAC architecture) said. “And the annex never was built for classroom spaces.”

...

Perhaps. But the historic preservation folks also need to remember the junker’s dilemma. Just because it’s old, doesn’t mean it’s good.

A drive up Stevens past the old administration building doesn’t exactly bring tears to the eyes.

The old building is half buried into the hillside, has few outstanding architectural features and actually blocks the view of the much more visually appealing Gothic Tudor ornamentation on the main Lewis and Clark structure.

“Historic LC Annex to be Demolished,” was the Page One report in September 10, 1998 edition of *The Spokesman-Review*.

Renovation of Lewis and Clark High School will include demolishing the school’s 1908 administration building, Spokane School District 81 board members decided Wednesday. Despite last-minute pleas from preservationists, the board unanimously approved designs for LC that call for replacing the administration building with a structure that officials say will be more space-efficient.

“I am very disappointed but not surprised,” said Steve Franks, a member of Spokane Preservation Advocates. “The school district staff and school board proved tonight that public input is meaningless.”

*The Spokesman-Review* announced on 10/23/1998: "Group to hold rally on Saturday to urge saving Lewis and Clark annex." The "Save the Annex Project" will hold a rally at the Lewis and Clark High School to promote saving the school's 1908 administration building.

The annex is the only structure that survived a fire that destroyed South Central High School, LC's predecessor. Replacing it means the school most likely will be removed from the National Register of Historic Places." On January 7, 1999, the "Billboard Salvo" was reported in the *Review* as the supporters of the Annex publicly criticized the school board for its decision to demolish the historic building. One of the boards was placed across from the District 81 headquarters downtown, and one across from the Annex itself. Dr. Gary Livingstone, School District superintendent reminded that the board decision was supported by the teachers: "LC staff and teachers voted unanimously last summer to get rid of the old building saying it wasn't compatible with learning." In the same issue, it was reported that the Holley-Mason, another historic building would be configured to accommodate LC students during the 2-year renovation project.

Salvos of letters to the editor, one from National Historic Trust member as far away as San Francisco, citizens, former students, teachers, staff and board members argued passionately on both sides of the issue. *The Spokesman-Review* Roundtable page of January 19, 1999, featured two quarter-page opinion pieces, one by Christie Querna, Spokane School Board member: "Best Education is School Board Priority for LC Renovation," and the other by Kathy and Bill and Semmler, LC alums and parents of recent LC graduates.

Functional LC Should be Result of Preservation Through Renovation." Ms. Querna voiced the position that "The majority of the public comments seemed to favor keeping the education mission of the high school as our first priority. Most importantly, the LC staff, those who use the building on a daily basis and know intimately what works and what doesn't, voted overwhelmingly in favor of replacement of the annex."

The Semmler's, on the other hand posited that "The school district promised renovation, had money for renovation in its budget, but now says demolition is what we'll get. We did not vote to tear down the most historical building District 81 owns. The public voted in February, overwhelmingly, to renovate LC, but District 81 is ignoring that vote."

Finally, on August 5, 1999, the *The Spokesman-Review* reported: Group drops appeal; LC annex will be razed." Groups including "Save the Administration Building," and "Citizens for Standards" that had railed against Spokane Schools for what they perceived as a project that would ruin the historical integrity of the school "raised the white flag." They withdrew their appeal from Superior Court. They maintained their position and stated that "dropping the appeal in no way invalidates our position."

Construction progressed on the new Lewis and Clark and *The Spokesman-Review* reported on August 23, 2001 that "Crews Race to Finish LC on Time." The grand opening for the refurbished Lewis and Clark would begin on Friday and carry through the weekend. "In one week, hammers will give way to the pounding of 4,000 feet as teachers and students start classes again." A three-day gala was hosted by the school district. Associate Superintendent Mark

Anderson stated, “LC is an example of how the community can rally around education.” “This weekend is expressing our gratitude.” The article described how the historic auditorium was coming back alive, historic paintings were restored, the dedication of the new “Squinty” Hunter Field House, the Administration building’s repurposed front facade that became a 22-foot tall archway, opening up skylights that had been closed over for WWII, and refurbishing of historic terrazzo floors among other things.

Although the Administration building had been razed, and stood now only as a gateway monument, the Lewis and Clark High School nomination for the National Register of Historic Places was amended in 2001 by Spokane Schools with the assistance of Stephen Emerson to document changes to the building from when it had first been listed.

Lewis and Clark High School continues to serve the south side of Spokane, enriching the minds of eager students, and with its 2020 cafeteria/kitchen and classroom addition in the place of the original “Squinty” Hunter Field House, looking toward the future of Spokane’s youth.

### **Loren L. Rand (1851 – 1935)**

Loren Rand was born in Amesbury, MA in 1851, the son of William H. and Mary Ann Bartlet Rand. His father was a manufacturer of carriages, and his mother, a descendant of Josiah Bartlet, a signer of the Declaration of Independence. Educated at Massachusetts Institute of Technology, Rand opened an architect’s office in Grand Rapids, MI, moved to Minneapolis, and settled in Spokane in 1888. According to Durham (1912), Rand “has been one of the leading architects of the city throughout all the intervening years.” Among some of his earlier residences which he designed were those of former Territorial Judge Nash; E.L. Powell, former Spokane Mayor, Spokane businessman and civic leader; H.F. Belt; and S. Heath, founder of what would become John W. Graham and Company.

Rand, with J.K. Dow, designed the first four-story building erected in Spokane after the fire, known as the Tidball Block. Also with J.K. Dow, he designed the Masonic Temple, Bump Block/Carlyle Hotel, and Bennett Block. According to Durham: “...some of the more recent business buildings which stand as monuments to his skill and ability are the Riverside avenue and Main street additions to the Crescent store, all of the buildings for the Spokane Dry Goods Realty Company, the Marble bank building, now occupied by the Union Trust & Savings Bank, and others.” “He has also erected twelve or fifteen school buildings, including the new Lewis and Clarke [sic] high school, which has but recently been completed and which is the finest school building in the northwest; also the Roosevelt, Longfellow, Stevens, Cooper, New Franklin, Audubon, Frances Willard, Hayes Park, Adams and Jefferson school buildings. He likewise designed the First Presbyterian church, which has been built only a few years and which is perhaps the finest in the Inland Empire.” .... “He entered a profession in which only merit and ability win advancement and his thorough preliminary training and long experience have qualified him for important duties in this direction.”

In 1926, Lucy Robinson wrote in *The Spokane Woman* about architect Rand:

The architect more than any other man builds his own monuments. In wood or stone he raises memorials to his own personality, his own dream made permanent. The builder of schools leaves an influence that affects the lives of thousands, in his own time and in many years to come.

Loren L. Rand has designed many buildings in Spokane but Lewis and Clark high school is probably his finest achievement. In the desire to pass the credit for his successful piece of work to other people, Mr. Rand says that the cooperation and personal interest of the teachers in his plans made his success possible. He talked over every detail of the building. They knew the results they needed and he translated their ideas into a structure of permanent beauty and usefulness. He has designed many schools. The unit plan used by the Spokane School Board for several fine buildings is his work, adaptable to many conditions and to easy changes as a school grows. The Hawthorne, McKinley and Columbia buildings are also his work. Prominent in the downtown district, the Main Avenue building of the Crescent store is one of the business blocks designed by Mr. Rand.

Rand was known for his prolific work in designing Spokane schools, but most have been razed. His extant buildings, in addition to Lewis and Clark High School, include Adams Elementary School, Jefferson Elementary School, Wilson Elementary School, Franklin Elementary School, and McKinley School.

Rand's other major buildings include: the Crescent Building #2 (1919), 707 W. Main Avenue; Dry Goods Realty Company Building (1909), 170 South Lincoln; Crescent Service Building (1908), 152 South Lincoln; Hotel Grand Coulee (1910), 106 S. Cedar Street; and Masonic Temple (1905), 1108 West Riverside Avenue.

Rand was a member of the Masonic Lodge, the Oriental Lodge and the Shrine. Also a member and a past president of the Sons of the American Revolution, his mother being a descendant of Josiah Bartlet, one of the signers of the Declaration of Independence.

## BIBLIOGRAPHY

Bowden, Angie Burt. Early Schools of Washington Territory. Seattle: Lowman and Hanford Company, 1935.

“Architect Selected for Washington State Improvements.” Building & Engineering News. April 1919.

Compau, Nancy, compiler. Spokane Skyline: A Century of Architecture. Western Washington Historical Society, 1989.

Durham, N.W. History of the City of Spokane and Spokane County, Washington Vol. 2, 1912. “Loren L. Rand.” pp164-167.

“Loren Leighton Rand (Architect).” Pacific Coast Architecture Database. Pcad.lib.washington.edu. 1/1/2016.

Emerson, Stephen. “John A. Finch School.” National Register of Historic Places Registration Form. 10/2013. Listed on 1/8/2014.

--. “Loren L. Rand. Lewis and Clark High School HABS No. WA-228. Page 61. 10/2000.

--. “Spokane: Early Education.” HistoryLink.org Essay 8723. 8/8/2008.

Franks, Steve (Member Save the Administration Building Project). “Loren L. Rand: Designer of early Spokane schools.” The Spokesman-Review. 11/15/1998. (Spokane Public Library, NW Room files).

Lewis and Clark High School. “The Lewis & Clark Story. Reviewed 5/9/2020. <https://www.spokaneschools.org/domain/2278..>

Nolan, Edward W. A Guide to the Manuscript Collections in the EWSHS. 1987.

Pacific Coast Architecture Database. Pcad.lib.washington.edu. “Loren Leighton Rand (Architect).” 1/1/2016.

Polk, R.L. Directory, City of Spokane. Various years 1890-1955.

Poyner, Fred, IV. “Lewis, Alonzo Victor (1886-1946). HistoryLink.org Essay 20974. Posted 2/17/2020.

Pratt, Orville Clyde. The Story of Spokane (unpub. MS). Spokane Public Library, NW Room. 1948. p 219.

--. Spokane Public Schools: A Brief History and the Annual Report for 1941-1942. Spokane School District No. 81. 1943.

Robinson Lucy M.C. "Loren L. Rand." The Spokane Woman. 5/4/1926. pp9 & 10.

Sanborn Map Company (NW Room, Spokane Public Library). 1925, and 1952.

Spokane City. Building Permit Records on-line.

Spokane School District No. 81. Floor Plans

--. NAC Architects. Various plan drawings. 6/30/1999.

--. "First Class for 100 Years, Spokane Public Schools. School District No. 81. 1889-1989." 11/21/1989.

Spokane Daily Chronicle

--. "School Site Deal Badly Muddled." 8/27/1909. P9:2-4.

--. "Graduating Class of South Central High Presents Fountain to School." 6/10/1910. P3:3.

--. "High School is Destroyed." 6/21/1910. p1.

--. To Use Old Walls. 6/23/1910. p2:1.

--. "Will Ask Board for Low Building." 6/27/1910. p7:4.

--. "Many Plans for School." 6/28/1910. p2:1.

--. "Build a Fine School. 1/13/1910. p1:3-5.

--. "Now Build the School." (Editorial). 9/15/1910. p4:1.

--. "Reject All Bids." 10/12/1910. p1:2-3.

--. "Women Favor New School Building. 10/13/1910. p1:2.

--. "Architect Rand Commences Work on New School Plans." 10/13/1910. p3:4.

--. "Home Materials." 12/13/1910. p7:5.

--. Old Tower Will Soon Disappear." 12/17/1910. p1:6.

--. "Plans to Start School Building." 1/6/1911. p28:6.

--. "Big Ceremony at New School." 1/11/1911. p1:7.

--. "To Start This Week on New High School." 1/23/1911. p22:5.

--. "New School is Named "Lewis and Clark." 2/6/1911. p1 Banner.

--. "To Cut Force on High School." 2/9/1911. p10:2.

--. "Says High School Work Progresses." 3/6/1911. p17:2.

--. "Contractors Criticize Murphy." 3/13/1911. p6:2.

--. "Bruce Watson Is to Head Schools." 3/14/1911. p5:4.

--. "Colonel Theodore Roosevelt Addresses Big Crowd After Laying Cornerstone." (Photo caption). 4/8/1911. p4.

--. "Spend Million in Fine Blocks." 4/12/1911. p27:2.

--. "All Work on the New High School is Stopped by Inspector." 5/4/1911. p1 Banner.

--. "Can't Decide About New High School." 5/6/1911. p6:1.

--. "Unloading Steel for High School." 5/8/1911. p17:3.

--. "Building Inspector Goodwin is Dismissed by Hayden." 5/10/1911. p1 Banner.

- . "Downtown Blocks and Schools Declared Firetraps." 5/13/1911. p2:2.
- . "Dear Ear for Goodwin's Plea." 5/17/1911. p6:1.
- . "Goodwin Replies to All Charges." 5/18/1911. p3:1.
- . "Complete School Next February." 11/1/1911. p17:1.
- . "Can't Complete School on Time." 11/2/1911. p6:4.
- . No New Moves in Strike at School." 12/30/1911. p3:2.
- . "Graduates Will Celebrate." 1/8/1912. p5:3.
- . "Plan Big Celebration to Dedicate School." 1/15/1912. p1.
- . "High School Now Nearly Paid For." 2/23/1912. p3:2.
- . "Inspect Building." "Tudor Gothic Architecture ...". 3/30/1912. p2:1.
- . "Open Big School." "First Dedicatory Exercises of the Lewis and Clark High School Building Will Be Held This Evening.) (Photo caption). 4/1/1912. p2:2.
- . "Entrance to Lewis and Clark High School Where Week's Celebration Started Today." (Photo caption). 4/1/1912. P1:5.
- . "Pictures for High School Finished." 9/2/1912. p3.
- . "Two Believed in Line to Take Over Glover." 2/27/1963. p3:2.
- . "School Addition Bids Considered." 6/11/1964. p16:4-5.
- . "Many Friends to be on Hand at Dedication." 4/13/1966. p3:2.

#### The Spokane Press

- . "A Little Talk to Fathers and Mothers on the South Side High School Plans." p1 banner.

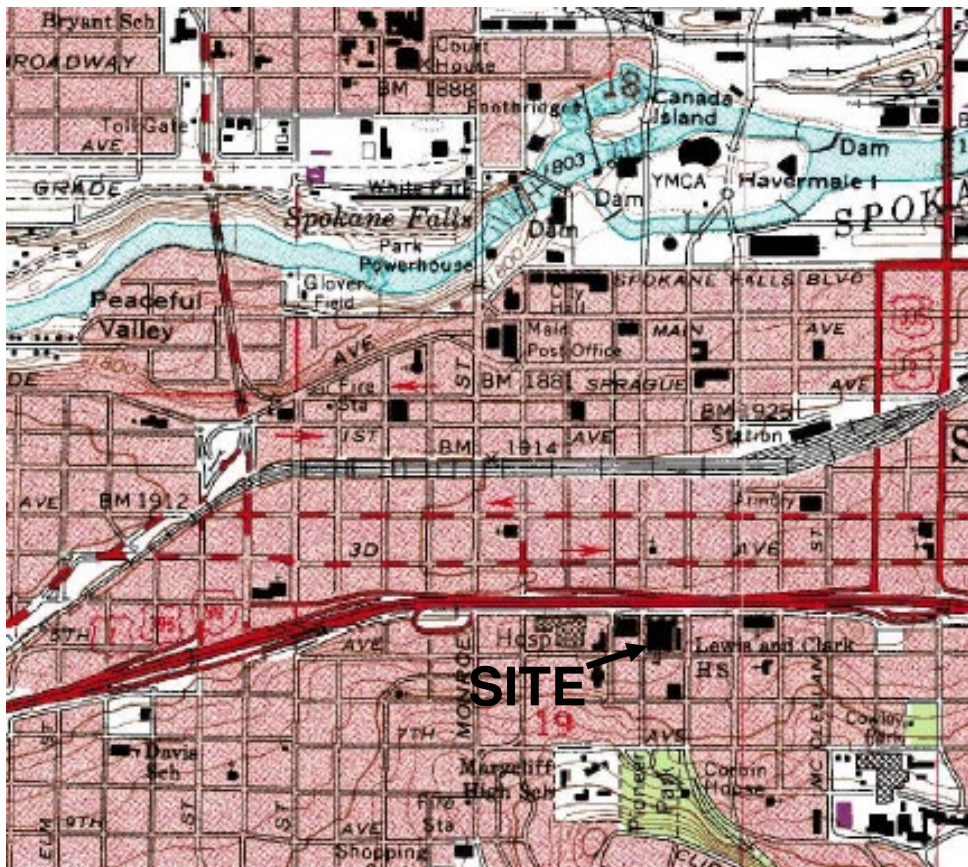
#### The Spokesman Review

- . "L.R. Rand, 83, Architect, Dies." [sic] 10/7/1935. p3:2.
- . "South High walls Withstand Flames." 6/22/1910. p7:1.
- . "Transfer School to N.C. Building." 6/23/1910. p18:1.
- . "Fourth Ward Plans Campaign to Win New City Hall Building." 6/25/1910. p7:3.
- . "N.P. May Reopen Grade Separation – City at South Central." 7/6/1910. p7:1.
- . "Notice to Contractors." 9/17/1910. p14:5.
- . "Protests Come from All Sides Against Proposed H.S. Plans." 10/2/1910. pA9:1.
- . "Repeat Building Sketch." 10/6/1910. p7:3-5.
- . "School Plans Rejected." 10/13/1910. p8:4.
- . "Draftsman Resign Rather Than Be Associated with Proposed H.S. Plans." 10/8/1910. p7:1.
- . "Work for a Municipal Committee of the Chamber of Commerce." 10/9/1910. p4:1.
- . "Architects File Kick on H.S. Plans." 10/12/1910. p1:2.
- . "More Publicity Needed in Board of Education." (Editorial). 10/12/1910. p4:1.
- . "The President of the Spokane School Board and the High School Question." (Cartoon). 10/12/1910. p1:3-5.
- . "Weather Speeds High School Work." 11/20/1910. pA5:7.
- . "Old High School Walls Crumbling." 12/3/1910. p6:5.
- . "New South Central High School". (Elevation Drawing). 12/3/1910. p9:2-6.
- . "New High School A Model." 12/4/1910. p7:2.
- . "Tower of H.S. Last to Fall." 12/17/1910. p6:6.
- . "Make Low Bids on New High School." 1/11/1911. p8:3.
- . "Could Start New School in Week." 1/2/1911. p6:2.



- . "Murphy to Build New School." 1/5/1911. p1:2.
- . "School Buildings Require Big Sum." 1/18/1911. p6:2.
- . "Start High School." 2/2/1911. p6:7.
- . "Building Revival This Year Will Pass 1910 Record, Say Contractors." 3/27/1911. p5:1.
- . "Arbitrate High School Dispute." 5/6/1911. p3:2.
- . "School Pier Plans Ready." 5/18/1911. p9:2.
- . "Steinway". "Lewis and Clark High School—Spokane." (Piano advertisement). 1/28/1912. pB6.
- . "New High School Delivered to City." 4/4/1912. p9:3.
- . "South Side Junior High Bids Called in January." 11/27/1958.
- . "State O.K.s Plans for Ferris High." 5/14/1961. p7:2-3.
- . "School Group Tells Bond Money Plans." 1/21/1962. P1:7-8.
- . "Board Considers Field House Site." 3/30/1962. p15:1-2.
- . "Planning to Halt on City Schools." 3/29/1963. p4:6-7.
- . "Freeway Halt Woes Mount." 6/5/1964. p1:1-2.
- . "Havermale Junior High Bids Delayed." 6/25/1964. p6:3.
- . "Overpass Joins 43-Year-Old Lewis and Clark High School Building to New Fieldhouse." (photo caption). 7/22/1964: p6:2-7.
- . "New Lewis and Clark Fieldhouse Impressive." 7/30/1964. p20:1:5.
- . "Officials Answer Reader's Bond Issue Questions." 2/1/1998. pA11. Top.
- . "Thousands Wrote This Happy Ending." 2/5/1998. pB6:1.
- . "Public's input also important." 6/19/1998. pA10:1.
- . "Historic LC annex to be demolished." 9/10/1998. p1:1-4.
- . "Group rallies to save LC annex." 10/25/1998. pB2:3-5. "
- . "Despite charm old school faces new realities." 8/9/1998. pB9:5.
- . "Best education is school board priority for LC renovation." 1/19/1999. pA11.
- . "Maybe annex fanatics should be sued." (letter to editor). 3/5/1999. p27.
- . "Crews Race to Finish LC on Time." 8/23/2001. p1:5.

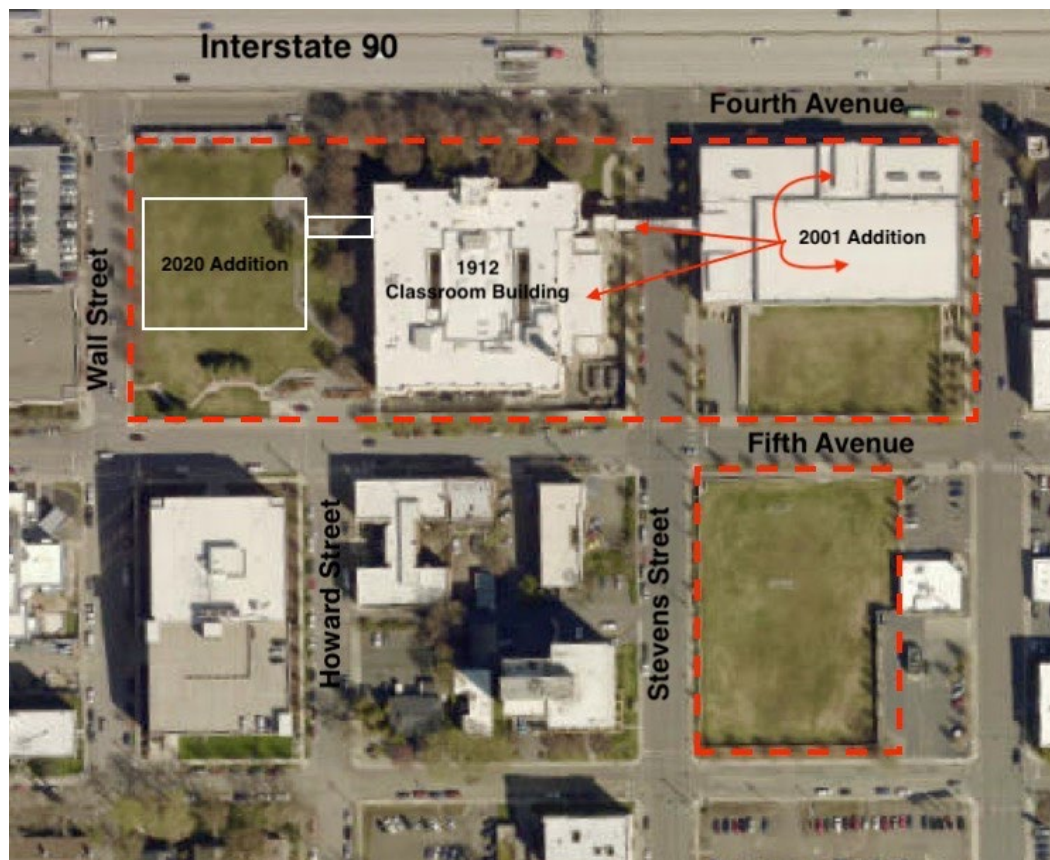
## **MAPS, PHOTOS, DRAWINGS**



USGS 7.5-Minute Quadrangle. Spokane NW, Wash. 1974. Photorevised 1986

**LEWIS & CLARK HIGH SCHOOL**  
**521 WEST FOURTH AVENUE**

↑  
N  
1' = 2000'

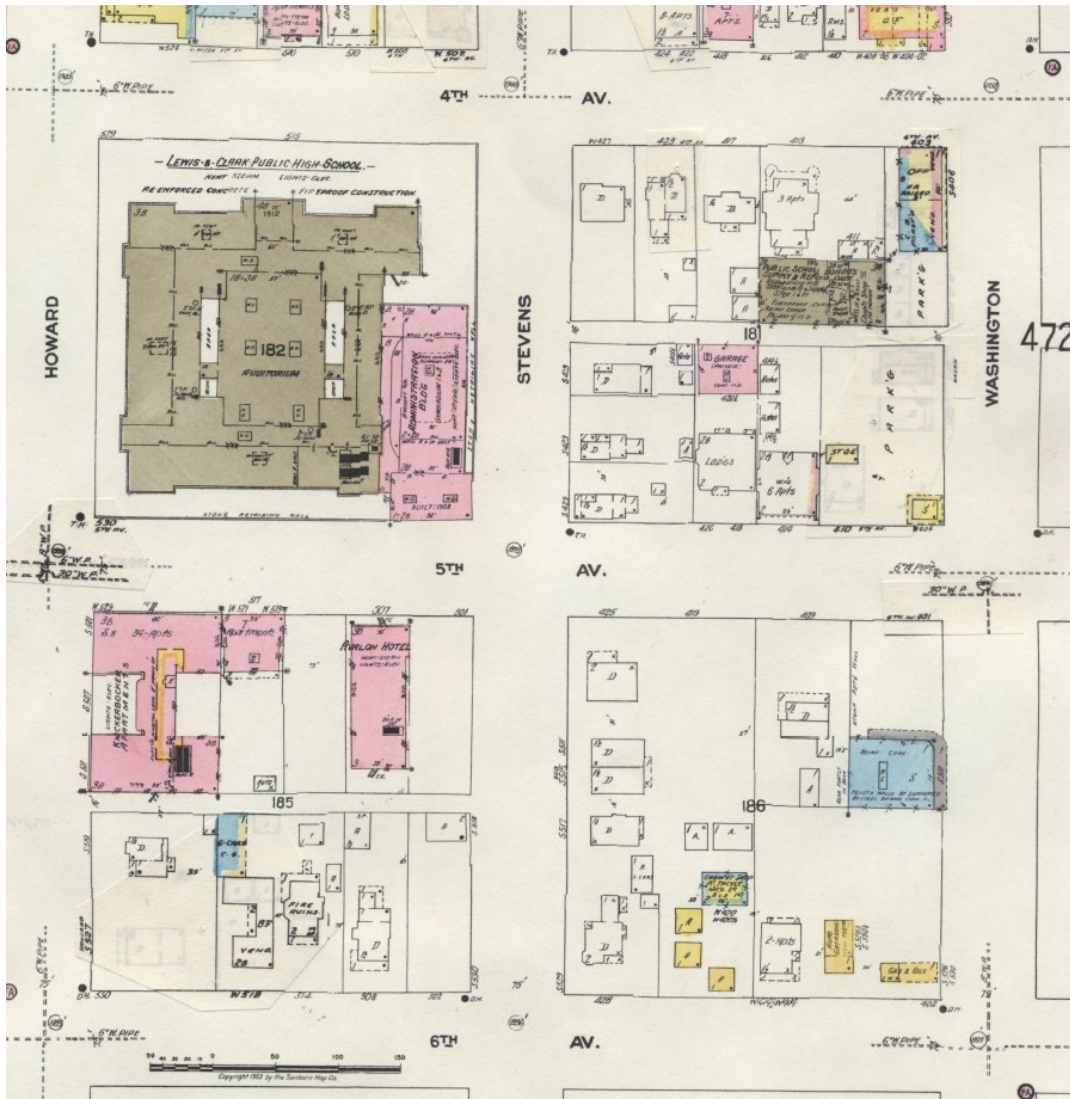


Spokane City Map – May 2021

**LEWIS & CLARK HIGH SCHOOL CAMPUS**  
**521 WEST FOURTH AVENUE**

↑  
N  
No scale

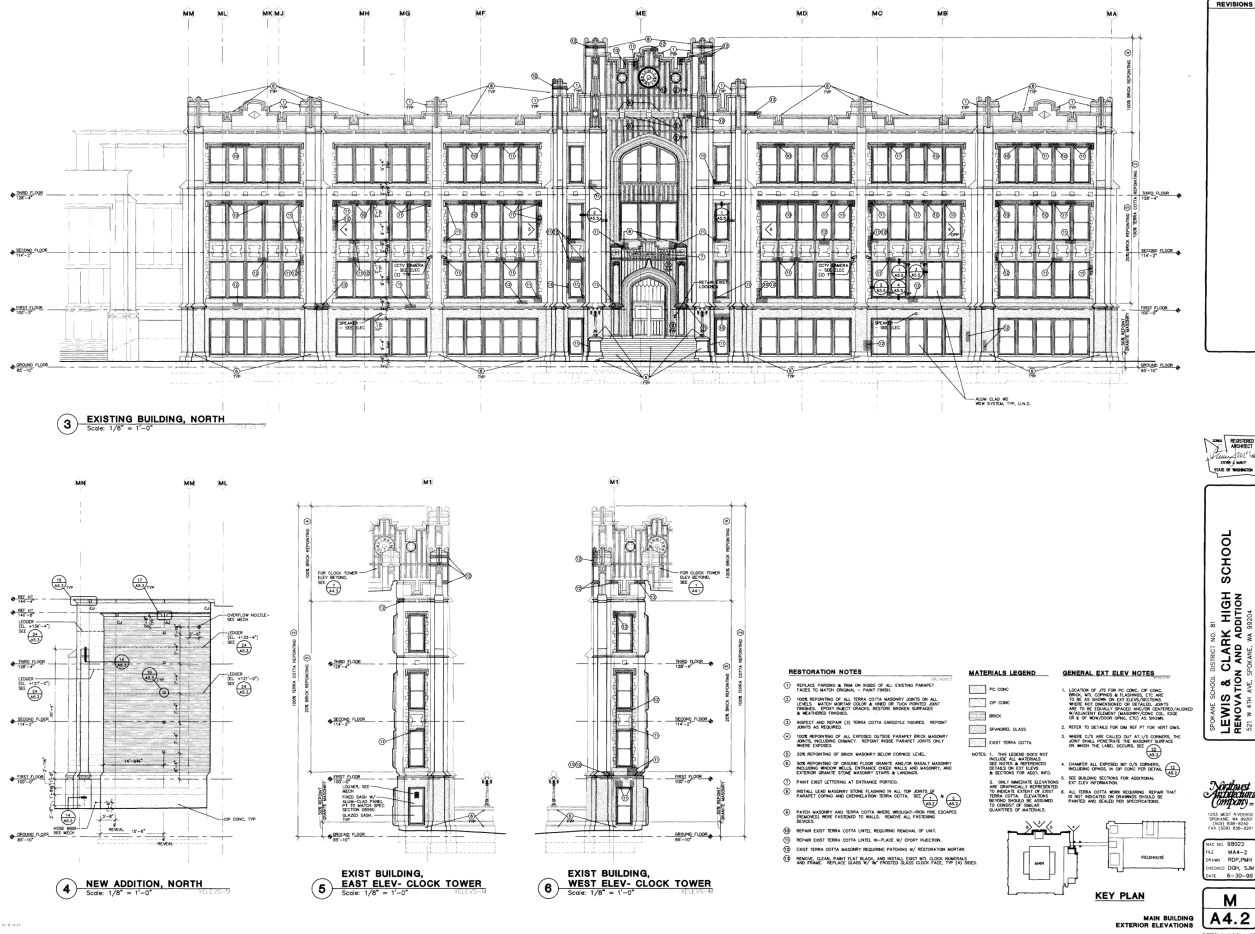




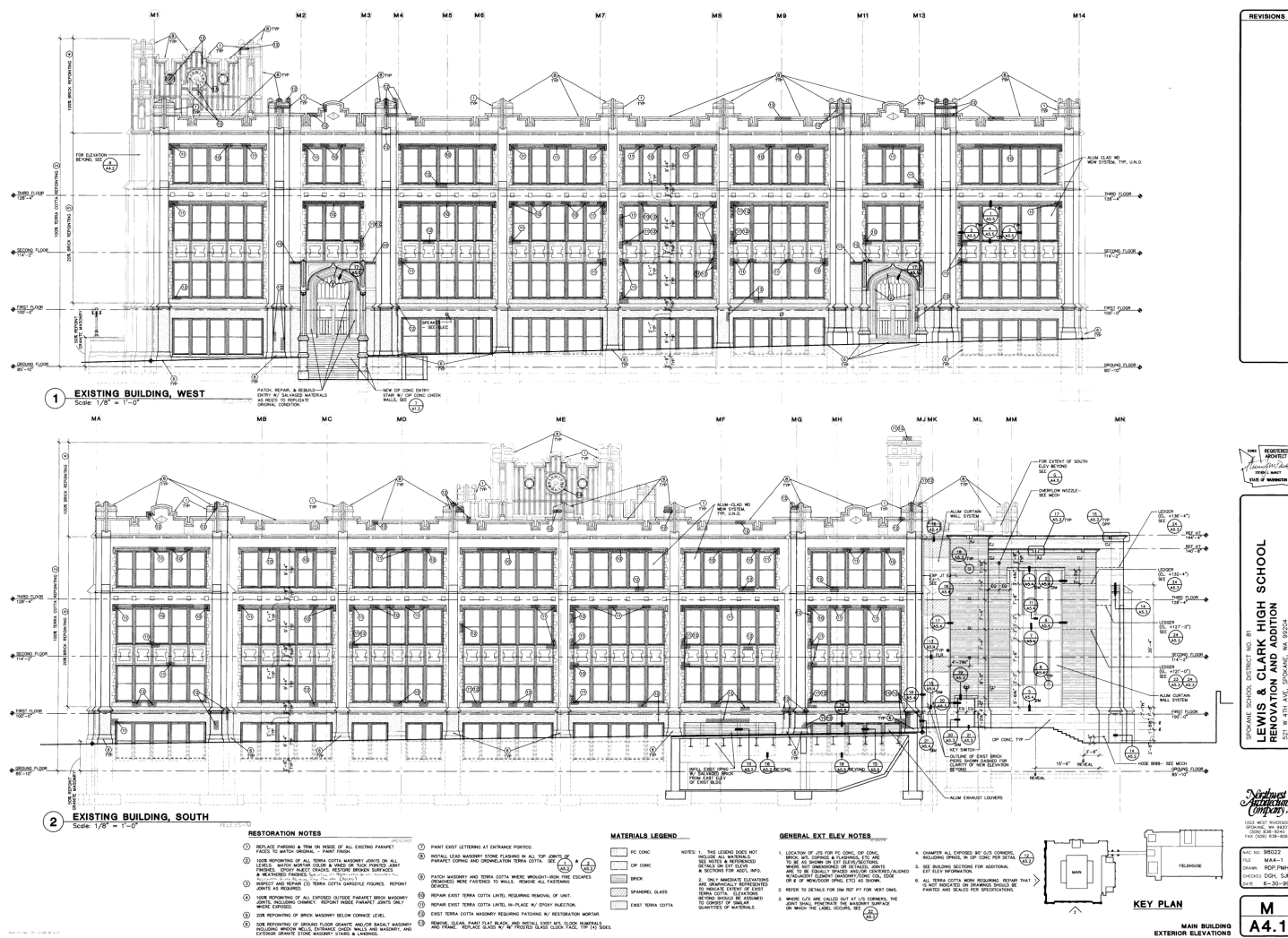
Sanborn Map – 1958 – Page 471

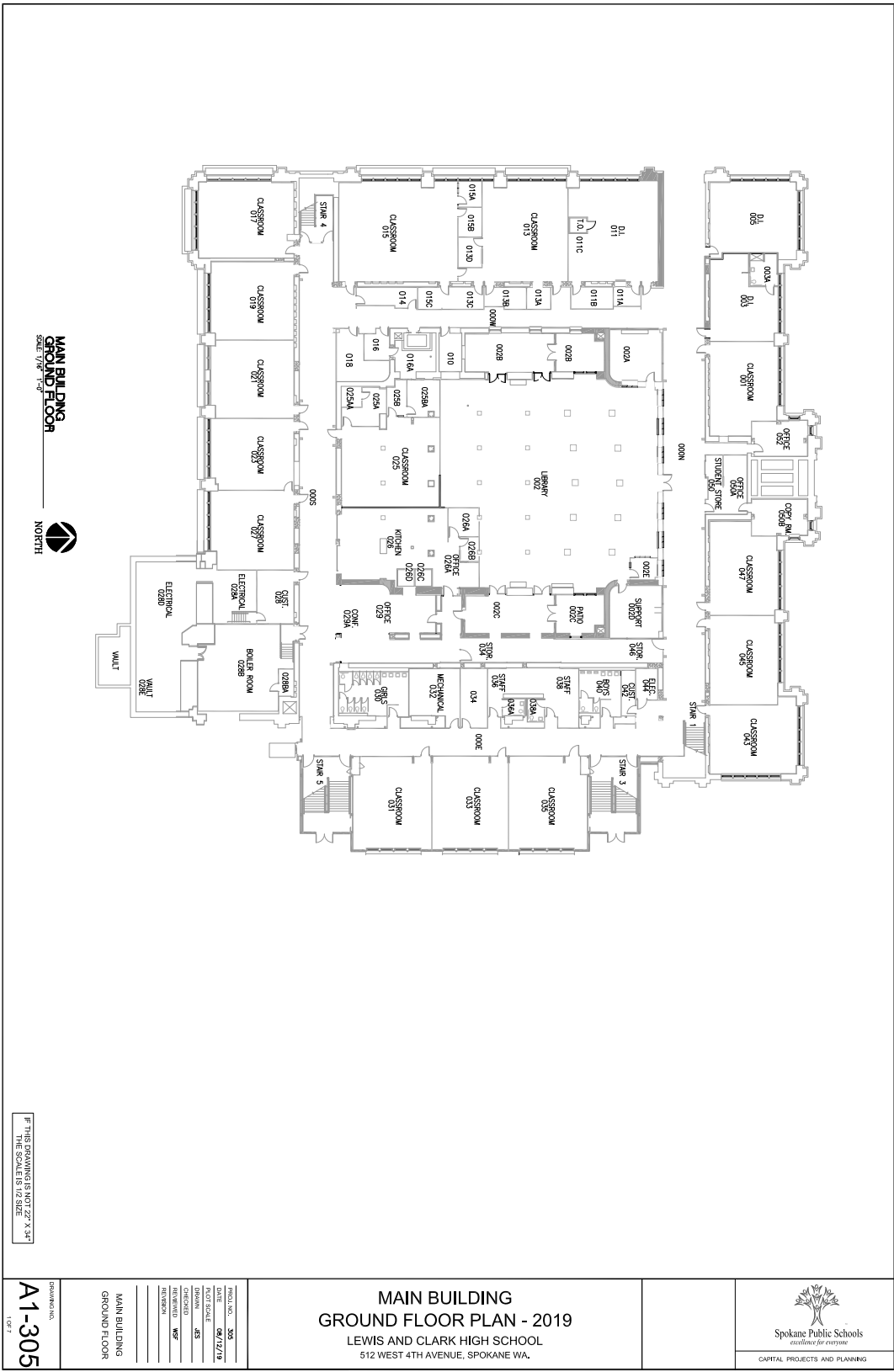
**LEWIS & CLARK HIGH SCHOOL**  
**521 WEST FOURTH AVENUE**

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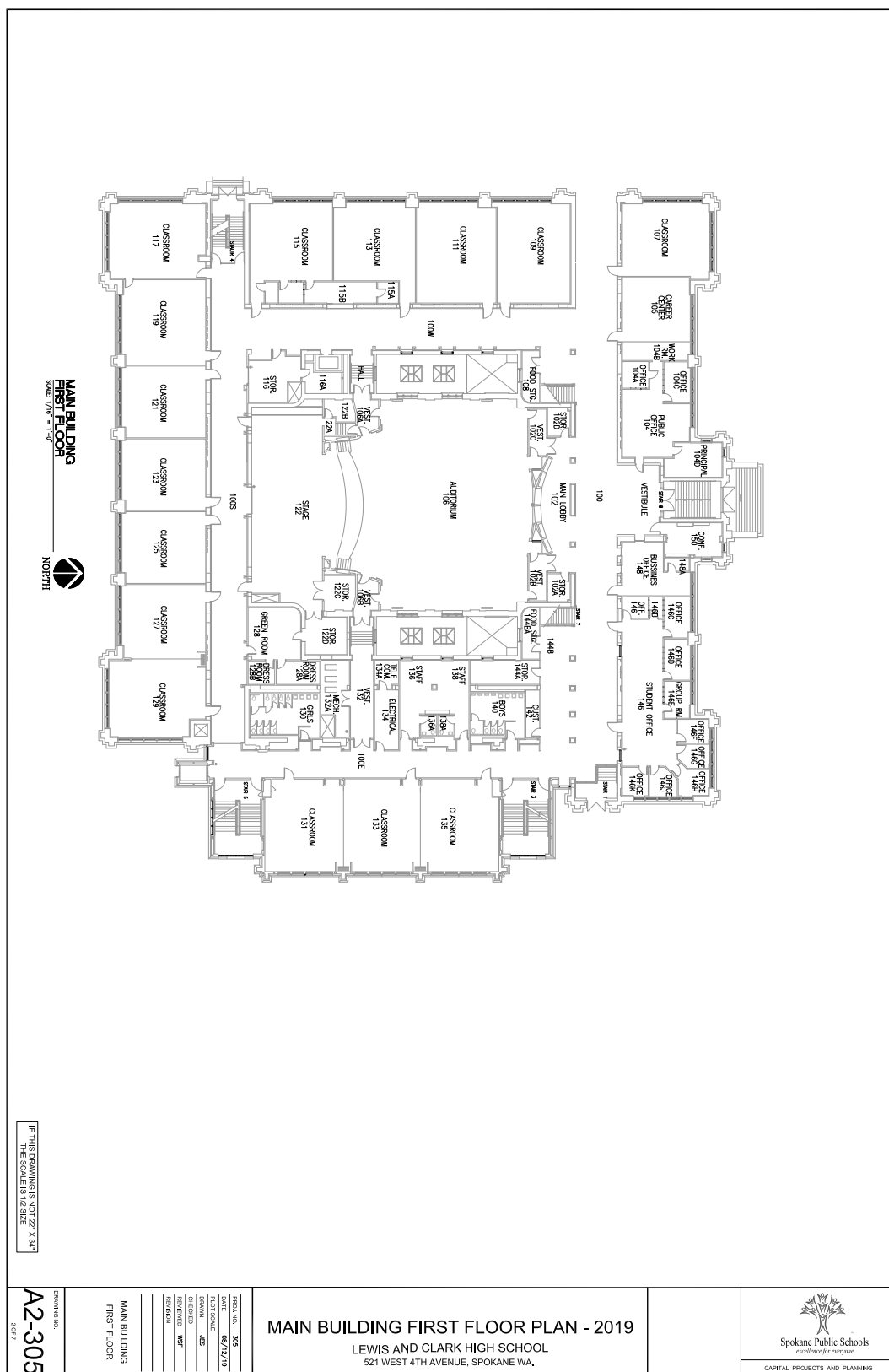


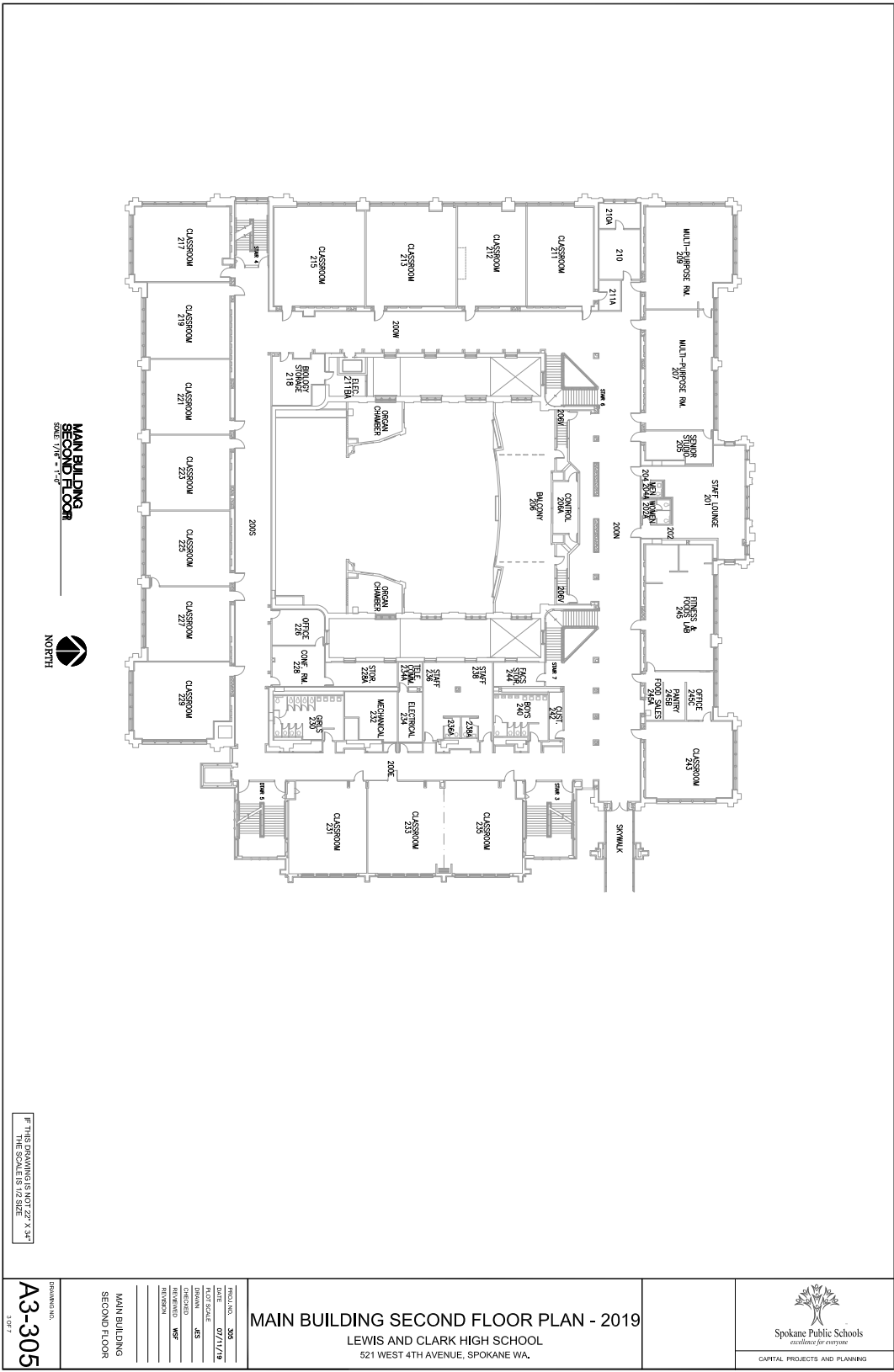
## Section 12 Page 6









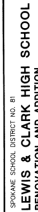




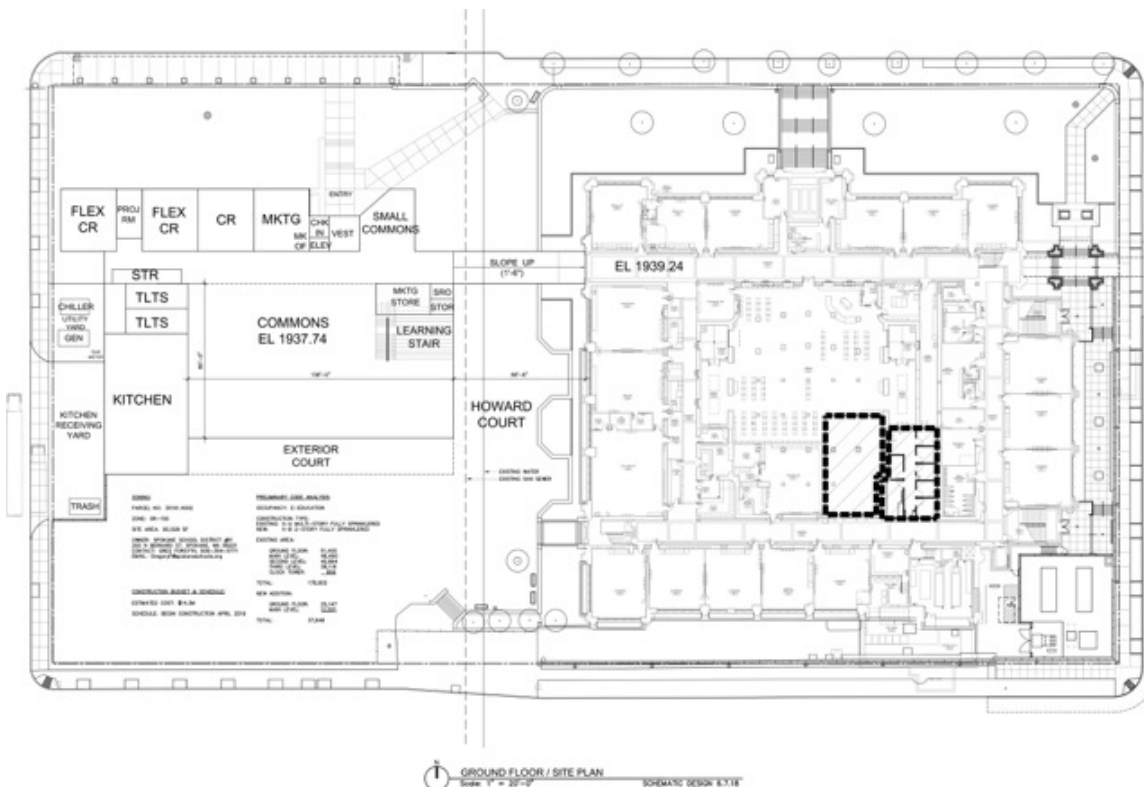
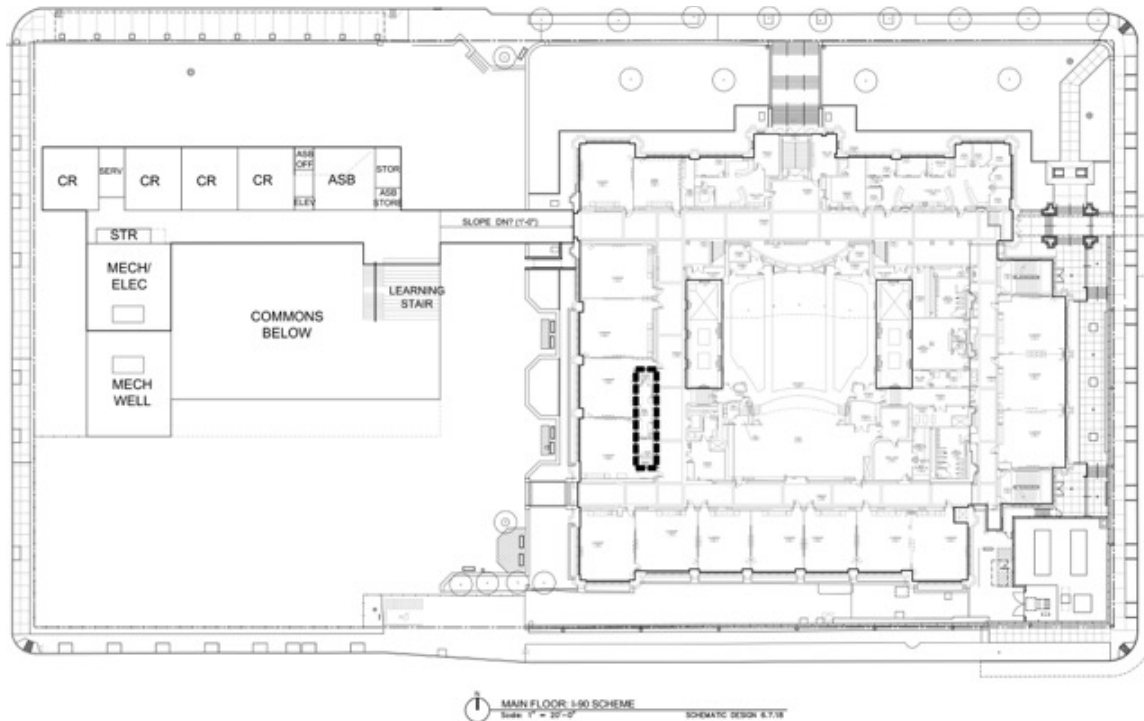
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PROJ. NO.	305
DATE	07/11/19
PLOT SCALE	
DRAWN	JES
CHECKED	
REVIEWED	WSF
REVISION	

MAIN BUILDING THIRD FLOOR PLAN - 2019  
LEWIS AND CLARK HIGH SCHOOL  
521 WEST 4TH AVENUE, SPOKANE WA,



## ELEVATIONS FOR 2001 ADDITION – HUNTER FIELD HOUSE

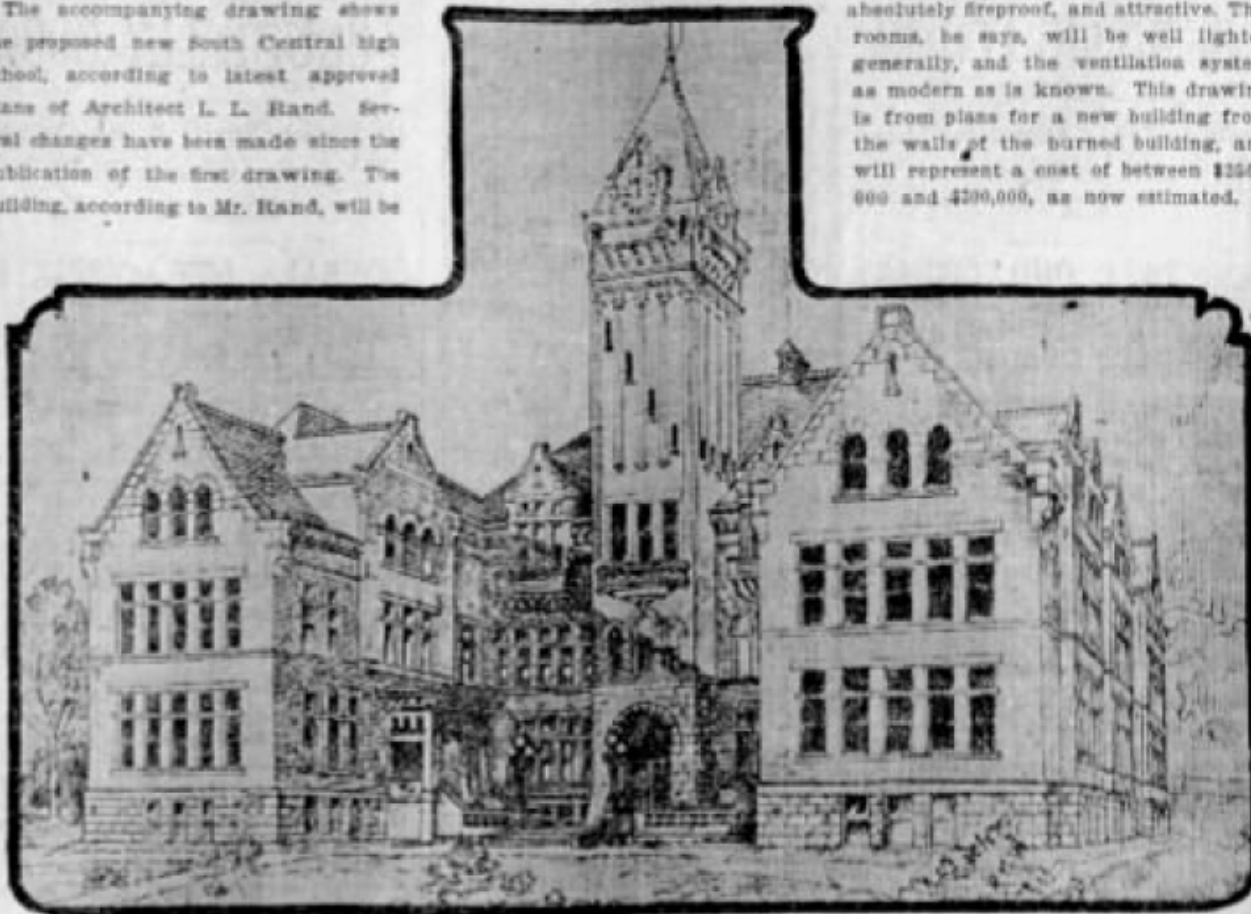


## FLOOR PLANS FOR 2020 ADDITION

## Latest Approved Sketch for New South Central High School

The accompanying drawing shows the proposed new South Central high school, according to latest approved plans of Architect L. L. Hand. Several changes have been made since the publication of the first drawing. The building, according to Mr. Hand, will be

absolutely fireproof, and attractive. The rooms, he says, will be well lighted generally, and the ventilation system as modern as is known. This drawing is from plans for a new building from the walls of the burned building, and will represent a cost of between \$250,000 and \$300,000, as now estimated.



The Spokesman Review. 10/6/1910. p

# SPOKESMAN-RECORD

WEDNESDAY MORNING.

OCTOBER 12, 1910.

## The President of the Spokane School Board and the High School Question



President Allen of the Spokane school board has a dream--



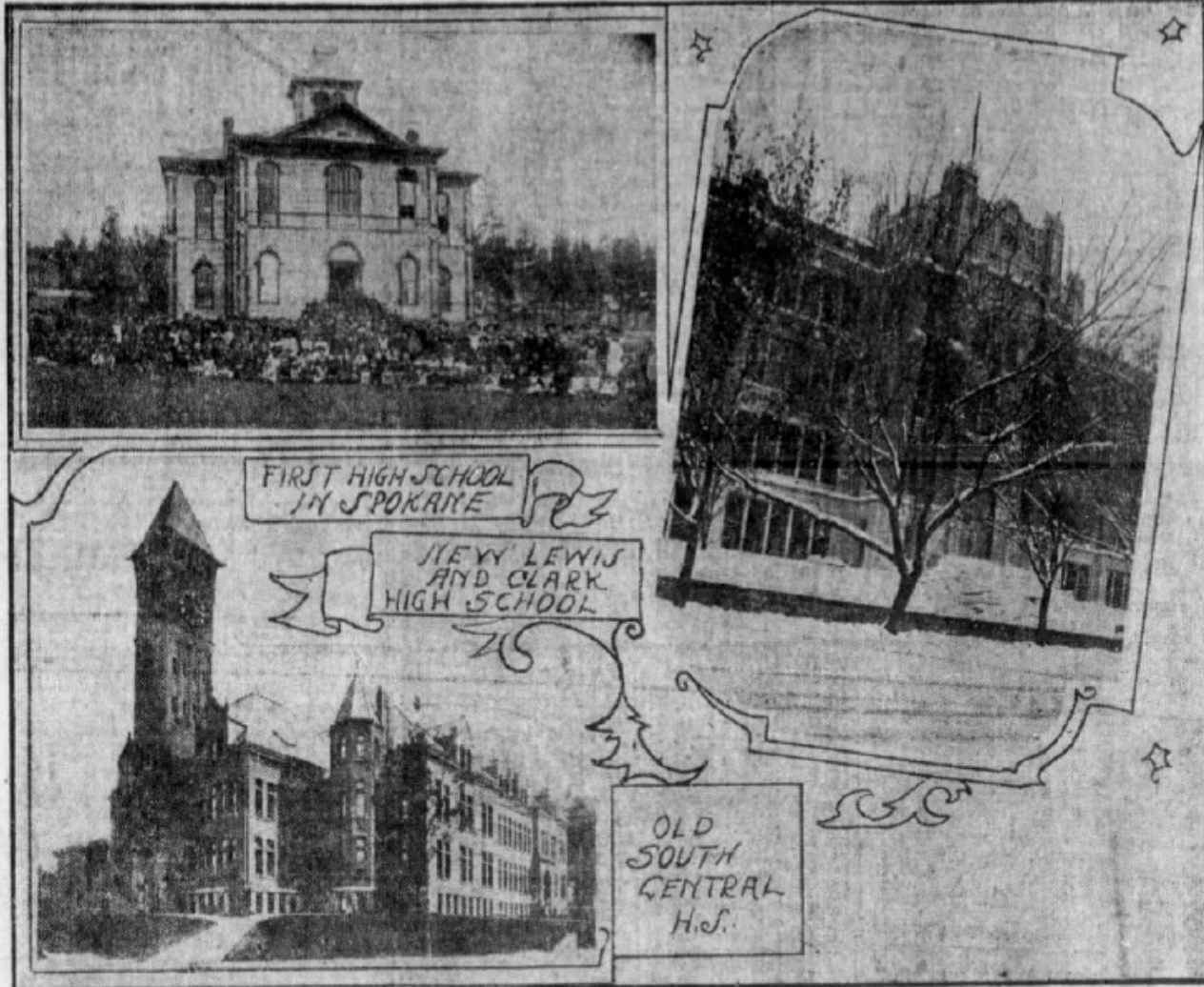
And an awakening



The Spokesman-Review. "New South Central High School Front Elevation Drawing. 12/3/1910.



## Pictures of Spokane High School Buildings Show Three Stages in Growth of City--First Start Was in a Little Wooden Structure



In the upper left hand corner is shown the first Spokane high school, located on the exact site where the present Lewis and Clark building is

now. The building was constructed in 1883. During the construction of the former South Central high school it was moved to Fifth avenue between Washington and Bernard streets. The South Central high school was com-

pleted in 1891 and the first class entered in March. The building was destroyed by fire a year ago last June and the first construction of the new Lewis and Clark high school was begun on February 1, 1911.













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

08/16/2021

**Date Rec'd**

7/28/2021

**Clerk's File #**

OPR 2021-0532

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

HOUSING &amp; HUMAN SERVICES

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

DEBBIE CATO 625-6707

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

DCATO@SPOKANECITY.ORG

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

Contract Item

**Requisition #**

N/A

**Agenda Item Name**

1680 - 2021-2023 CONSOLIDATED HOMELESS GRANT PROGRAM AGREEMENT

**Agenda Wording**

CHHS is requesting approval to accept the Consolidated Homeless Grant award from the Washington State Office of Family and Adult Homelessness (OFAH) and approval to subaward funds in accordance with the CHHS 5-year RFP (OPR 2019-0336 & 2019-0649).

**Summary (Background)**

CHHS's CHG award consists of \$1,392,813 in CHG Base funding, \$368,900 for Permanent Supportive Housing for Chronically Homeless Families, and \$7,849,338 for the Housing and Essential Needs program inclusive of administrative funding for CHHS and the subrecipients. In acknowledgement of the CHHS department's status as Collaborative Applicant for the regional Continuum of Care Grant, OFAH has renewed the City's status as System Demonstration Grantee (SDG). See briefing paper for additional detail.

Lease? NO

Grant related? YES

Public Works? NO

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

Neutral \$ 1,761,713 - CHG

# 1540-95571-XXXXX-XXXXX-XXXXX

Neutral \$ 7,849,338 - HEN

# 1540-95572-XXXXX-XXXXX-XXXXX

Select \$

#

Select \$

#

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

LEWIS, DAVID G.

**Study Session\Other**

PIES - 7/26/2021

**Division Director**

DAVIS, KIRSTIN

**Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

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**Additional Approvals**

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**Purchasing**

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**GRANTS,  
CONTRACTS &  
PURCHASING**

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## Briefing Paper

### Public Infrastructure, Environment, & Sustainability

<b>Division &amp; Department:</b>	Neighborhood and Business Services – Community, Housing, and Human Services (CHHS) Department
<b>Subject:</b>	Office of Family and Adult Homelessness Award Renewal – 2021-2023 Consolidated Homeless Grant Program Agreement
<b>Date:</b>	July 26, 2021
<b>Author (email &amp; phone):</b>	Matt Davis ( <a href="mailto:mrDavis@spokanecity.org">mrDavis@spokanecity.org</a> ext. 6815)
<b>City Council Sponsor:</b>	CM Betsy Wilkerson
<b>Executive Sponsor:</b>	David Lewis
<b>Committee(s) Impacted:</b>	Public Safety & Community Health 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)	2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy / Reduce Homelessness
<b>Deadline:</b>	Award is retroactive to July 1, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	CHHS is requesting permission to accept a \$9,611,051 grant renewal award from the Office of Family and Adult Homelessness and subgrant funds to awardees of the CHHS 5-Year RFP.
<b>Background/History:</b> On July 12, 2021, the Office of Family and Adult Homelessness (OFAH) released a grant agreement to the CHHS Department for the Consolidated Homeless Grant (CHG) for the period of July 1, 2021 through June 30, 2022.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>CHHS's CHG award consists of \$1,392,813 in CHG Base funding, \$368,900 for Permanent Supportive Housing for Chronically Homeless Families, and \$7,849,338 for the Housing and Essential Needs program inclusive of administrative funding for CHHS and the subrecipients.</li> <li>In acknowledgement of the CHHS department's status as Collaborative Applicant for the regional Continuum of Care Grant, OFAH has renewed the City's status as System Demonstration Grantee (SDG) for CHG which offers a higher degree of flexibility in program implementation.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If new, specify funding source: N/A Other budget impacts: N/A	
<b>Operations Impact:</b> Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: N/A Known challenges/barriers: N/A	



**Interagency Agreement with**

City of Spokane – Community, Housing, and Human Services  
Department

through

Community Services and Housing Division  
Housing Assistance Unit

**System Demonstration Grant (SDG)**

**Start date:** July 1, 2021

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Attachment A, Scope of Work

Attachment B, Budget



**FACE SHEET****Contract Number: 22-46108-30**

**Washington State Department of Commerce  
Community Services and Housing Division  
Housing Assistance Unit  
System Demonstration Grant (SDG)**

<b>1. Contractor</b> City of Spokane Community, Housing, and Human Services Department 808 W. Spokane Falls Blvd. Spokane, WA		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Matt Davis Homelessness Program Professional (509) 625-6815 <a href="mailto:mrdavis@spokanecity.org">mrdavis@spokanecity.org</a>		<b>4. COMMERCE Representative</b> Sarah Harrison Grant Manager (360) 463-0216 <a href="mailto:sarah.harrison@commerce.wa.gov">sarah.harrison@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$9,611,051	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input type="checkbox"/> Other: <input checked="" type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> July 1, 2021	<b>8. End Date</b> June 30, 2023
<b>9. Federal Funds (as applicable)</b> N/A	<b>Federal Agency:</b> N/A	<b><u>CFDA Number</u></b> N/A	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0003387-03	<b>12. UBI #</b> 328013877	<b>13. DUNS #</b> N/A
<b>14. Contract Purpose</b> This grant provides resources to assist people who are experiencing homelessness obtain and maintain housing stability. Grantees and subgrantees must prioritize unsheltered homeless households for assistance and services			
<b>15. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: 2022-2023 SDG Information and Budget workbook, SDG Guidelines (as they may be revised from time to time), and Contract Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ David Lewis, Action Senior Manager  _____ Date		<b>FOR COMMERCE</b>  _____ Diane Klontz, Assistant Director Community Services and Housing Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.</b>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

**2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed the Contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work. Grantee's compensation for services rendered shall be in accordance with Attachment B – Budget.

**4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly. Exceptions to the single billing per month (or quarterly) can be made by COMMERCE on a case-by-case basis.

When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Grants Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**5. ELIGIBLE USE OF FUNDS**

Funding awarded under this Grant may only be used for eligible activities and expenses described in the SDG Program Guidelines. These Guidelines are incorporated by reference.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable. Contractor shall provide upon requested to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program.

**7. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- SDG Guidelines, incorporated by reference on the Face Sheet

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

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

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



### **Scope of Work**

- A. Grantees shall commit to operating a high-performing crisis response system in their county by:
  - a. Prioritizing unsheltered homeless households and households fleeing violence for services and programs.
  - b. Assessing each household's housing needs and facilitating housing stability with the goal of obtaining or maintaining permanent housing.
  - c. Employing a progressive engagement service model.
  - d. Prioritizing households most likely to become homeless when using prevention rent assistance.
- B. Grantees shall submit the following monthly deliverables on time with truthful, accurate information:
  - a. Invoice and Voucher Detail Worksheet for reimbursement
  - b. Required report(s) from HMIS included with the Invoice
- C. Grantees shall submit the following deliverables on time with truthful, accurate information:
  - a. Local Homeless Housing Plan Updates.
  - b. Annual County Report/Homeless Housing Inventory including Point-In-Time Count information.
  - c. Essential Needs Report.
  - d. Grantees shall commit to reporting complete quality data that is timely, truthful and accurate.
- D. Grantees shall comply with all of the requirements, policies and procedures in the System Demonstration Guidelines, including the Coordinated Entry Guidelines.
- E. Grantees shall commit to participating in developing new performance measures that will be finalized by January 2022.

**Budget**

<b>Budget</b>	<b>Total</b>
<b>Admin</b>	\$208,922.00
<b>Rent/Fac Support Lease</b>	\$543,197.00
<b>Other Rent/Fac Support Lease and Housing Costs</b>	\$13,928.00
<b>Operations</b>	\$626,766.00
<b>PSH CHF Rent/Fac Support Lease</b>	\$236,500.00
<b>PSH CHF Other Rent/Fac Support Lease and Housing Costs</b>	\$10,000.00
<b>PSH CHF Operations</b>	\$122,400.00
<b>HEN Admin 2022</b>	\$189,815.00
<b>HEN Rent/Fac Support and Housing Costs 2022</b>	\$2,211,000.00
<b>HEN Operations 2022</b>	\$1,523,854.00
<b>HEN Admin 2023</b>	\$189,815.00
<b>HEN Rent/Fac Support and Housing Costs 2023</b>	\$2,211,000.00
<b>HEN Operations 2023</b>	\$1,523,854.00
<b>Total</b>	\$9,611,051.00

Consolidated Homeless Grant (CHG)

Contract Number: 22-46108- 30  
Contract Dates: July 1, 2021-June 30, 2023

Grantee Name: City of Spokane

Review by:  
*(Before Executive signature)*

Name:	Date:	Initials:
Cassandra Brown		

**Certificate Of Completion**

Envelope Id: EAF947D0E72D43CC97C946FD9540ED32

Status: Sent

Subject: Please DocuSign: Spokane City SDG Grant Agreement 2021-2023.docx, Routing memo.docx

Division:

Community Services and Housing

Program: SDG

ContractNumber: 22-46108-30

Source Envelope:

Document Pages: 13

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sarah Harrison

AutoNav: Enabled

1011 Plum Street SE

Envelopeld Stamping: Enabled

MS 42525

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

Olympia, WA 98504-2525

sarah.harrison@commerce.wa.gov

IP Address: 198.239.10.178

**Record Tracking**

Status: Original

Holder: Sarah Harrison

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7/6/2021 8:37:47 AM

sarah.harrison@commerce.wa.gov

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Storage Appliance Status: Connected

Pool: Washington State Department of Commerce

Location: DocuSign

**Signer Events****Signature****Timestamp**

Cassandra Brown

Sent: 7/7/2021 3:28:50 PM

cbrown@spokanecity.org

Viewed: 7/7/2021 3:48:13 PM

City of Spokane

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Accepted: 6/29/2021 5:11:25 PM

ID: a42a41d5-8118-474e-ba86-57235765e7f7

David Lewis

dglewis@spokanecity.org

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Diane Klontz

diane.klontz@commerce.wa.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Kathy Kinard Kathy.Kinard@commerce.wa.gov Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 147.55.134.15	Sent: 7/6/2021 8:44:43 AM Viewed: 7/7/2021 2:57:21 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Tedd Kelleher tedd.kelleher@commerce.wa.gov Senior Managing Director Washington State Department of Commerce Security Level: Email, Account Authentication (None)	<div>VIEWED</div> Using IP Address: 147.55.149.249	Sent: 7/7/2021 2:57:22 PM Viewed: 7/7/2021 3:28:50 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Carbon Copy Events	Status	Timestamp
Matt Davis mrdavis@spokanecity.org Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Accepted: 6/29/2021 4:58:25 PM ID: 7619f156-fe2d-4595-9ef7-53d6bda8ac7c		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2021 8:44:43 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Washington State Department of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

#### **To advise Washington State Department of Commerce of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Washington State Department of Commerce**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Washington State Department of Commerce**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.



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

08/16/2021

**Date Rec'd**

7/27/2021

**Clerk's File #**

OPR 2020-0449

**Renews #****Submitting Dept**INTEGRATED CAPITAL  
MANAGEMENT**Cross Ref #**

RES 2020-0028

**Contact Name/Phone**

KEVIN PICANCO 625-6088

**Project #**

2017141

**Contact E-Mail**

KPICANCO@SPOKANECITY.ORG

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

Contract Item

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

4250 - WILSON &amp; COMPANY SOLE SOURCE THIRD AMENDMENT

**Agenda Wording**

Third amendment for Wilson & Company's Contract for additional costs to complete BNSF inspection work associated with the COS - Regal/Cleveland/Grace Water & Sewer replacement project associated with WSDOT-NSC construction.

**Summary (Background)**

This third amendment covers Wilson & Company costs to complete the remainder of inspection activities in the amount of \$24,813; the revised total contract amount is \$174,703. WSDOT will reimburse the City for the costs incurred.

Lease? NO

Grant related? NO

Public Works? YES

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

Expense \$ 24,813.00

# Various

Select \$

#

Select \$

#

Select \$

#

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

MILLER, KATHERINE E

**Study Session\Other**

PIES 7/26/21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

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**Purchasing**

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mdavis@spokanecity.org, kemiller@spokanecity.org



**City of Spokane**

**CONTRACT AMENDMENT**

Title: **ON CALL INSPECTION SERVICES**

This Contract Amendment is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **WILSON & COMPANY**, whose address is 4401 Masthead Street, Suite 150, Albuquerque, New Mexico 87109 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to perform On-Call inspection services for NSC as required by BNSF Railroad; and*

*WHEREAS, additional time and funds have 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 June 16, 2020 and June 17, 2020, 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 March 1, 2021.

**3. AMENDMENT.**

The original Contract is amended to include additional time and work as required.

**4. COMPENSATION.**

The City shall pay an additional amount not to exceed **TWENTY FOUR THOUSAND EIGHT HUNDRED THIRTEEN AND NO/100 DOLLARS (\$24,813.00)** 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.

**WILSON & COMPANY**

**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

## Briefing Paper

### Public Infrastructure, Environment, and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division / Integrated Capital Management
<b>Subject:</b>	NSC – City Utility Relocations - Wilson & Company Contract
<b>Date:</b>	7/26/21
<b>Author (email &amp; phone):</b>	<a href="mailto:kpicanco@spokanecity.org">kpicanco@spokanecity.org</a> , (509) 625-6088
<b>City Council Sponsor:</b>	Council President Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<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)	Comprehensive Plan, 6-Year Wastewater & Stormwater Utility Program
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	3rd Amendment for Wilson & Company's Contract for additional cost to complete BNSF inspection work associated with COS - Regal/Cleveland/Grace Water & Sewer replacement project
<b>Background/History:</b> On Monday May 11, 2020, Council approved the declaration of Wilson & Company as a sole source provider and authorizing contract and the expenditure of approximately \$91,080 for BNSF Inspection services associated with the Rowan Force Main project without public bidding. Previous amendments cover expansion of the project scope and cost to cover additional NSC utility relocation work for the NSC-Cleveland, Grace, Green, Jackson, Ralph Water & Sewer Replacements and Casings project, with the same BNSF inspection requirements to be conducted by Wilson & Co. This 3rd amendment covers Wilson costs to complete the remainder of inspection activities. The 3rd amendment amount is \$24,813; the revised total contract amount is \$174,703. WSDOT will reimburse the City for the costs incurred for Wilson inspection services utilizing the executed WSDOT/COS GCB 3086 Task Order AJ.	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li><i>Wilson &amp; Company sole source resolution was approved by Council on Monday May 11, 2020 for inspection services associated with the NSC Rowan Force Main project</i></li> <li><i>Contract amendments were approved by Council on Sept. 14, 2020 and May 3<sup>rd</sup>, 2021</i></li> <li><i>A 3rd amendment is necessary to cover remaining Wilson/BNSF inspection costs</i></li> <li><i>This 3rd amendment is \$24,813 for remaining inspection; revised contract total: \$174,073</i></li> <li><i>WSDOT will reimburse the City for the costs incurred</i></li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 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 Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	

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

08/16/2021

**Date Rec'd**

7/21/2021

**Clerk's File #**

OPR 2020-0694

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

PUBLIC WORKS

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

MARLENE FEIST 625-6505

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

MFEIST@SPOKANECITY.ORG

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

Contract Item

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

5200 - FLUORIDATION AGREEMENT CONTRACT AMENDMENT WITH ARCORA

**Agenda Wording**

In September of 2020, the City entered into a contract with the Arcora Foundation that would provide funding for fluoridation of the City's water system; the contract required the City to pay back any funds if it did not proceed with fluoridation.

**Summary (Background)**

The City and Arcora need to sign an amended agreement to allow the City to proceed with a comprehensive engineering study of up to \$600,000 using Arcora grant funds. These funds would not have to be repaid regardless of whether the City proceeds with installing a fluoridation system. The Mayor and Council have agreed to have a full public and transparent discussion to review the study's results and determine next steps.

Lease? NO

Grant related? YES

Public Works? YES

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

Expense \$ 600,000.00

# 4250-98899-99999-36711-99999

Revenue \$ (600,000.00)

# 4250-98899-30210-54201-99999

Select \$

#

Select \$

#

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

FEIST, MARLENE

**Study Session\Other**

PIES 7/26/2021

**Division Director**

FEIST, MARLENE

**Council Sponsor**

Council President Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

SCHOEDEL, ELIZABETH

sburns@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kmiller@spokanecity.org

**Additional Approvals**

mfeist@spokanecity.org

**Purchasing**

aalbinmoore@spokanecity.org

**GRANTS,**

STOPHER, SALLY



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

Arcora has agreed to allow the City to conduct a comprehensive study of a fluoridation system with its funding and not require repayment if the City doesn't proceed with the installation of such a system. This amendment makes that change.

**Summary (Background)**

With the passage of this amendment, the City's ICM and Water departments will proceed with an RFQ for proposals for the study work. A contract award will follow.

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

**Distribution List**


## Briefing Paper

### Public Infrastructure, Environment & Sustainability (PIES) Committee

<b>Division &amp; Department:</b>	Public Works Division
<b>Subject:</b>	Fluoridation Contract Amendment
<b>Date:</b>	July 26, 2021
<b>Author (email &amp; phone):</b>	Marlene Feist, mfeist@spokanecity.org, (509) 625.6505
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Marlene Feist
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment & Sustainability (PIES) Committee
<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)	
<b>Strategic Initiative:</b>	Innovative Infrastructure
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Adopt a contract amendment to the Arcora Foundation agreement related to fluoridation that allows the City to proceed with an engineering study without financial risk.
<b>Background/History:</b> In September of 2020, the City entered into a contract with the Arcora Foundation that would provide funding for fluoridation of the City's water system; the contract required the City to pay back any funds if it did not move forward with fluoridation. Arcora has agreed to allow the City to conduct a comprehensive study of a fluoridation system with its funding and not require repayment if the City doesn't proceed with the installation of such a system. This amendment makes that change.	
<b>Executive Summary:</b> The City and Arcora need to sign an amended agreement to allow the City to proceed with a comprehensive engineering study of up to \$600,000 using Arcora grant funds. These funds would not have to be repaid regardless of whether the City proceeds with installing a fluoridation system. The Mayor and Council have agreed to have a full public and transparent discussion to review the study's results and determine next steps. With the passage of this amendment, the City's ICM and Water departments will proceed with an RFQ for proposals for the study work. A contract award will follow.	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 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 Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify changes required: Known challenges/barriers:	



September 14, 2020

City Clerk File No.:  
OPR 2020-0694  
CR: ORD C35936

COUNCIL ACTION MEMORANDUM

RE: GRANT AGREEMENT WITH ARCORA FOUNDATION FOR CAPITAL COSTS ASSOCIATED WITH IMPLEMENTATION OF COMMUNITY WATER FLUORIDATION

During its 3:30 p.m. Administrative Session held virtually Monday, September 14, 2020, upon review of the September 14 Current Agenda, the following action were taken:

**Motion** by Council Member Kinnear, seconded by Council Member Mumm, **to substitute** the new version of OPR 2020-0694\* (Grant Agreement with ARCORA Foundation for capital costs associated with implementation of community water fluoridation) that was circulated to City Council by (City Council Policy Advisor) Brian McClatchey today (September 14) (and thereby replace the previously filed version); **carried unanimously.**

**Motion** by Council Member Cathcart, seconded by Council Member Burke, to **indefinitely defer** OPR 2020-0694\* as substituted; **rejected 1-6 (Council Member Cathcart voting “aye” and Council President Beggs and Council Member Burke, Kinnear, Mumm, Stratton, and Wilkerson voting “no”).**

During its 6:00 p.m. Legislative Session held virtually September 14, the City Council considered the Grant Agreement with ARCORA Foundation. Subsequent to an overview by Council President Beggs, considerable public testimony from opponents and proponents of the matter, and Council commentary, the following action was taken:

**Upon 6-1 Roll Call Vote (Council Member Cathcart “no”),** the City Council **approved** the Grant Agreement with ARCORA Foundation for capital costs associated with implementation of community water fluoridation (\$4,000,000).

\*[Clerical Note: It was discovered following the City Council meeting that OPR 2020-0693 is already assigned to another contract and the City Clerk File Number appearing on the City Council’s agenda for this item should have read OPR 2020-0694 (not OPR 2020-0693). The City Council’s motions have been clerically corrected to reflect the correct assigned number of OPR 2020-0694.]

DocuSigned by:  
A blue ink signature of Terri L. Pfister.  
Terri L. Pfister, MMC  
Spokane City Clerk




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

09/14/2020

**Date Rec'd**

9/4/2020

**Clerk's File #**

OPR 2020-0694

**Renews #****Cross Ref #****Submitting Dept**

CITY COUNCIL

**Contact Name/Phone**

BREEAN BEGGS 625-6254

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

BBEGGS@SPOKANECITY.ORG

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

Contract Item

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

0320 - GRANT AGREEMENT FOR COMMUNITY WATER FLUORIDATION CAPITAL COSTS

**Agenda Wording**

Grant agreement with Arcora Foundation for capital costs associated with implementation of community water fluoridation.

**Summary (Background)**

A proposed grant agreement with Arcora Foundation for \$4,000,000 to defray the capital costs of implementing community water fluoridation, including milestone tasks and reimbursement of planning, design, permitting, and capital costs, among others.

**Fiscal Impact**

Grant related? YES

Public Works? YES

**Budget Account**

Revenue \$ 4,000,000

# various water capital funds - TBD

Select \$

#

Select \$

#

Select \$

#

**Approvals**
**Dept Head**

ALLERS, HANNAHLEE

**Division Director****Finance**

WALLACE, TONYA

**Legal**

PICCOLO, MIKE

**For the Mayor**

CRAGO, WES

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

PIES Comm. 8/24/20

**Council Sponsor**

CP Beggs

**Distribution List**
**Additional Approvals**
**Purchasing****GRANTS &****CONTRACT MGMT**

STOPHER, SALLY

Approved by Spokane City Council  
on: 9-14-2020

DocuSigned by:

Jenni Pfister

CC56CBA4DCC84D6...  
City Clerk

# 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:** 8/23/2020

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

**Department:** City Council

**Approving Supervisor:** Breean Beggs

**Amount of Proposed Expenditure:** \$0

**Funding Source:** Grant Agreement between City & Arcora Foundation

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

**Why is this expenditure necessary now?**

No immediate expenditures necessary - contract authorizes receipt of grant funds.

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

No immediate expenditures necessary - contract authorizes receipt of grant funds. However, if receipt of grant funds is not approved, grant offer likely will be rescinded.

**What alternative resources have been considered?**

N/A

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

Grant agreement provides \$4,000,000 to help fund the capital costs of implementing community water fluoridation.

**Person Submitting Form/Contact:** Brian McClatchey, bmcclatchey@spokanecity.gov

**FINANCE SIGNATURE:**

**CITY ADMINISTRATOR SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_

## **ARCORA FOUNDATION AND THE CITY OF SPOKANE**

### **Grant Agreement**

**1. GRANT AGREEMENT.** This Grant Agreement (“Agreement”) is entered by and between ARCORA Foundation, a Washington non-profit corporation (“Foundation”) and the City of Spokane, a Washington municipal corporation (“Grantee” or “City”). The Foundation and Grantee are each a “Party” and, collectively, the “Parties” to this Agreement. The Foundation and Grantee agree as follows.

### **2. GRANT SUMMARY.**

**Grantee:** The City of Spokane.

**Grantee Contact:** Public Works Director Scott Simmons.

**Grant Amount:** Not to exceed \$4,000,000 (“Grant” or “grant funds”).

**Grant Purpose:** Fluoridation Project (See Exhibit A).

**Grant Period for Initial Installation of Equipment and Construction of Facilities:** October 1, 2020 – September 30, 2024 or earlier.

**Agreement Term for Operation of Community Water Fluoridation Facilities:** October 1, 2023 – September 30, 2043

### **3. RECITALS.**

3.1 Our community faces significant oral health challenges that disproportionately affect people with low incomes, people of color, people with disabilities, young children, and older adults. Furthermore, the COVID-19 pandemic has exacerbated conditions for our most vulnerable populations. Community water fluoridation reduces dental disease and promotes oral health. Through this Agreement the City accepts grant funds for the capital costs of fluoridating the City’s drinking water, thereby adjusting the levels of naturally occurring fluoride in the City’s drinking water consistent with Washington State Department of Health regulations and the Centers for Disease Control (CDC) recommendations.

3.2 The Foundation is pleased to award this Grant to the City of the improvement of public health in the Spokane community. The Grant and this Agreement is supported by community sponsors, including Empire Health Foundation, Better Health Together, Kaiser Permanente and Molina Healthcare.

3.3 This Agreement supports the planning, design, engineering, construction and operation of a fluoridation system for the City water system (the “Project”). Additionally, the Grant provides for the capital costs for a public access and water availability without the recommended balance of fluoride.

**4. GRANT – USE OF GRANT FUNDS.** The Foundation makes the Grant to Grantee subject to all terms and conditions of this Agreement. Grantee agrees to use the grant funds during the initial four years of the Grant Period solely for the purposes outlined in Section 5 of this Agreement, including payment of Grantee’s staff, engineering and legal services incurred in



the Grant Period for the planning, preliminary engineering, engineering report preparation and design engineering for the Project. Parties shall meet and confer if additional time beyond the initial four years is requested to complete the installation of the equipment and facilities. The grant funds shall be used exclusively by a public or governmental entity. Grantee shall comply with all applicable federal, state, county and municipal laws in conducting the Project and use of the Grant.

## **5. USE AND CONDITIONS OF GRANT.**

5.1 The Grant is to be used to fund Project fluoridation equipment and facilities for the purposes of fluoridating water for the City water distribution system and other related and authorized Project fees, costs and expenses. The level of fluoride added to the water will be in accordance with all applicable federal, state and local requirements. Grantee may not use any of the grant funds for expenditures other than those outlined in Agreement Exhibit A without prior written approval from the Foundation. Grantee will repay to the Foundation any grant funds that are received by Grantee and not expended within the Grant Period. Additionally, failure to maintain fluoridation at the Project consistent with Agreement Exhibit A for a twenty (20) year period from commencement of Project under this Agreement shall result in a default of this Agreement and a prorated amount of grant funds expended shall be repaid by Grantee to Foundation: 5% for each year less than 20 years of operation. Repayment shall be within the earlier of ninety (90) days of end of (a) Grant Period if fluoridation Project not implemented, or (b) the permanent cessation of fluoridation after commencement of Project operations. Provided, however, the repayment obligation under this Agreement Section 5 shall have no application if fluoridation of water banned by federal or State of Washington law or regulation.

5.2 As set forth in Exhibit A, this Grant is further contingent upon:

5.2.1 Foundation review of final design documents that identify estimated final Project costs;

5.2.2 Grantee initiation of Project; and,

5.2.3 Commencement of optimal fluoridation, in accordance with all applicable federal, state and local requirements.

5.3 Grantee shall notify the Foundation immediately if there are changes in the scope, budget, staffing or timing of the Project or if there are any other developments that significantly affect the operation of the Project or the Grantee. Such notice shall not relieve Grantee of its obligations under this Agreement, except as otherwise approved in writing by Foundation, but may be a basis for modification of this Agreement.

5.4 Upon substantial completion of the Project when the Grantee is permitted and approved to commence fluoridation of the water supply, the Grantee shall fluoridate the domestic water supply from the facility treatment facility for a continuous twenty (20) year period, except for reasonable periods of time for normal maintenance or repair and during such periods that the Grantee is prevented from fluoridating at the facility water supply as a result of force majeure.

Simplifications may be possible and may include combining the Grace and Nevada Well Pump Stations so that only one fluoridation facility will be required for them; and at Hoffman, where the demand is low and where the facility is only used to meet peak summer demands, a small fluoridation system using 55-gallon drums is recommended, subject to City engineering determinations and existing conditions. Depending upon City engineering analysis and existing conditions, additional fluoridation may not be necessary at the Hoffman well location, particularly in the vicinity of the well during summer operations.

The control requirements to maintain a constant concentration of fluoride within the water system shall include, without limitation: monitoring well pump flow rates to flow pace the metering pumps, measuring the amount of fluoride consumed, and daily inspection of equipment. Data will need to be recorded on daily basis to assure that an accurate concentration of fluoride is maintained within the water system. The City may choose to add one non-fluoridated tap at a location which is convenient and suitable, based on City engineering analysis and existing conditions.

Operator certification is expected to remain at current levels, and the City will likely not need to increase its operator certification program. However, it is expected that there will be additional training for operator operation of the facilities. The City may need to add two additional operators to assist with maintenance of the fluoridation facilities.

#### **SCHEDULE**

Absent extenuating circumstances or agreement of the Parties, the following schedule shall apply.

- Project Commences - Within 90 days of Agreement Execution
- Design/Review Stage Commences - Within 180 days of Agreement Execution
- Construction Stage Commences - Within 24 months of Agreement Execution
- Completion and Implementation Stage - Within 48 months of Agreement Execution

#### **DISBURSEMENT OF GRANT FUNDS AND REPORTING**

ARCORA shall reimburse the City for only those expenditures incurred during the term of this Grant Agreement.

ARCORA shall disburse the amounts of the total Grant Funds to the City at the completion of the milestone actions as follows:

## **6. REPORTS AND RECORDS**

6.1 Grantee shall submit interim reports every six (6) months, and/or reports tied to key milestones in the Project, describing Project updates and funds expended before the Project is completed. In addition, Grantee shall submit a one-page final report describing the Project and the funds that were expended once the Project is operational.

6.2 The Grantee will keep adequate supporting records to document expenditure of grant funds and of the Project. Grantee will permit representatives of the Foundation to visit Grantee premises and review activities of the Grantee and will permit the Foundation, at its own expense, to conduct an independent financial and/or programmatic audit of the expenditure of this Grant, at Foundation's sole discretion.

## **7. ACKNOWLEDGEMENT/EVENT/PRESS RELEASES**

7.1 The Grantee and Grantor will work together on mutually agreeable initial or formal press releases or other formal general information intended for the media or the public related to the Project. The Foundation shall be invited to any formal public and media events associated with this Project. Grantee, upon request, shall provide to Foundation copies of all press releases, other public announcements from the Grantee of the Grant.

7.2 By executing this agreement, Grantee represents that the IRS determination or information regarding its tax-exempt status has not been revoked or modified and the Grantee has received no indication from the Internal Revenue Service of its intent to revoke or modify such determination.

## **8. INDEMNIFICATION**

8.1 Grantee, subject to applicable law, shall indemnify, defend and hold harmless Foundation, its officers, directors, officials, employees, and agents from and against all third party claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages for bodily injury or physical property damage (individually or collectively, "Loss"), brought against or incurred by the Foundation resulting from, arising out of, or in any way connected with the Project, including, without limitation, Grantee's intentional acts or omissions, negligence or the negligence of its employees, agents, suppliers and subcontractors of any tier in the performance or nonperformance of their obligations under this Agreement. Grantee's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts or omissions of the Foundation, its officers, directors, officials, employees, agents.

8.2 Foundation, subject to applicable law, shall indemnify, defend and hold harmless Grantee, its officers, directors, officials, employees, and agents from and against all third party claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages for bodily injury or physical property damage (individually or collectively, "Loss"), brought against or incurred by Foundation resulting from, arising out of, or in any way connected with the Project, including, without limitation, Foundation's intentional acts or omissions, negligence or the negligence of its employees, agents, suppliers and subcontractors of any tier in



the performance or nonperformance of their obligations under this Agreement. Foundation's duty to indemnify shall not apply to loss or liability caused by the intentional or negligent acts or omissions of Grantee, its officers, directors, officials, employees, agents.

## **9. GENERAL**

9.1 Choice of Law. This Agreement shall be governed and interpreted according to the laws of the State of Washington. The Parties agree that the Superior Court for Spokane County, in the State of Washington, shall be the exclusive and proper forum for any action or proceeding, including arbitration, if any, brought under this Agreement. The Parties accept the personal jurisdiction of such court.

9.2 Dispute Resolution. The Parties shall use reasonable, good faith efforts to cooperatively resolve any disputes that arise in connection with this Agreement. When a bona fide dispute arises between the Grantee and Foundation subject to this Section 9.2, each Party shall each notify the other of the dispute, with the notice specifying the disputed issues and the position of the Party submitting the notice. If the Parties are unable to resolve a dispute within ten (10) business days, pursuant to this Section 9.2, either Party may proceed with any remedy available to it at law or in equity.

### **9.3 Remedies.**

9.3.1 Except as otherwise provided for herein, no remedy conferred by any of the specific provisions of the Agreement or available to Foundation is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by Foundation shall not constitute a waiver of the right to pursue other available remedies.

9.3.2 Except as otherwise provided for herein, upon Grantee's satisfaction of its obligations under the Agreement, the Grantee's sole and exclusive remedy from the Foundation shall be the receipt of the Grant.

9.4 Amendments. This Agreement may be amended, supplemented or modified only by a writing dated and signed by both Parties.

9.5 Assignment; Successors. Except as specifically provided in this Agreement, neither Party may assign or transfer this Agreement or any of its rights or delegate any of its duties hereunder, without the prior written consent of the other Party. Any attempted assignment, transfer, or delegation in contravention of this Section 9.5 shall be null and void.

9.6 Severability. If any provision of this Agreement is invalid or unenforceable, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

9.7 Waiver. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege hereunder shall not be deemed a waiver of any of the rights, powers or privileges under the Agreement. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the Parties hereto. No such waiver, modification or deletion in any one instance shall be deemed to be a waiver, modification or deletion of a term or condition in any other instance, whether like or unlike. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

9.8 Entire Agreement. This Agreement, with Exhibit A which is incorporated into and is a part of this Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and is not subject to amendment or modification except as provided herein.

9.9 Force Majeure. Neither Party shall be deemed to be in violation of this Agreement if such Party is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of God or of any public enemy, elements, flood or other natural disaster not caused by Grantee.

9.10 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties thereto and their respective successors and assigns.

9.11 Section Headings. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

9.12 Term and Survival. This Agreement shall remain in force and effect until the later of September 30, 2043 or the date twenty (20) years after the date of commencement of fluoridation of the Project consistent with this Agreement. Notwithstanding the foregoing, Sections 8, 9.1 and 9.2 shall survive the termination of this Agreement.

**10. EXECUTION AND APPROVAL** The undersigned represent and warrant that each is authorized to and executes this Agreement for and on behalf of the identified Party. Specifically, the City Council authorizes and directs the City Council President to execute this Agreement if the Mayor or her designee does not execute the Agreement within five (5) days of the City Council's approval of this Agreement. This Agreement may be executed in multiple counterparts, each of which may be considered an original Agreement.

## THE CITY OF SPOKANE

DocuSigned by:  
By Nadine Woodward  
[Nadine Woodward / Breean Beggs]

Mayor 9/28/2020  
[Mayor / Council President] Date

Attest:

DocuSigned by:  
Jeri Pfister  
City Clerk



Approved as to Form:

DocuSigned by:

Mike Piccolo

Assistant City Attorney

**ARCORA FOUNDATION**

DocuSigned by:

By

Vanetta Abdellatif  
Vanetta Abdellatif

President and CEO 9/26/2020  
President and CEO Date

DS



EXHIBIT A  
TO  
CITY OF SPOKANE – ARCORA GRANT AGREEMENT  
  
FLUORIDATION PROJECT OUTLINE

**GENERAL**

The City of Spokane will plan for, design, construct and operate a fluoridation system for a period of 20 years, as set forth in the Grant Agreement (“Agreement”). The following is a general outline of the Project, with administrative control of the City’s water system and the fluoridation additive resting with the City.

**PROJECT**

Fluoridation of the City's watersystem will require the retrofit of each of the City's seven(7)well pumpstations to add fluoridation facilities: Well Electric; Parkwater; Ray; Central; Nevada; Grace; and, Hoffman. Each of the well pump stations is unique because of variation in sizes of pumps and buildings. All the wells pump water from the Spokane Valley-Rathdrum Prairie Aquifer. Operation of each well pump is based on demands on the watersystem. Dailywater demand changes greatly throughout theyear, from a winter average of about 30million gallons per day to a summer peak of over 180million gallons per day.

While the City determined preliminarily some years’ prior to the execution of the Agreement that fluoridation would be best accomplished using fluorosilicic acid to fluoridate the water system, alternative methods may be considered. The typical fluoridation system will include a new structure or an addition to an existing pump station to house the following equipment or equivalents, as determined by engineering design and specifics of the City’s existing system components: storage tank with capacity for several months, a day tank to accurately measure fluoride dosage, metering pumps, a residual fluoride analyzer, telemetry and programmable logiccontroller systems, and safety equipment. The overall average system chemical demand is preliminarily estimated to be approximately 2,878 pounds (288 gallons) per day, or 1,050,340 pounds (105,034 gallons) per year.

Simplifications may be possible and may include combining the Grace and Nevada Well Pump Stations so that only one fluoridation facility will be required for them; and at Hoffman, where the demand is low and where the facility is only used to meet peak summer demands, a small fluoridation system using 55-gallon drums is recommended, subject to City engineering determinations and existing conditions. Depending upon City engineering analysis and existing conditions, additional fluoridation may not be necessary at the Hoffman well location, particularly in the vicinity of the well during summer operations.

The control requirements to maintain a constant concentration of fluoride within the water system shall include, without limitation: monitoring well pump flow rates to flow pace the metering pumps, measuring the amount of fluoride consumed, and daily inspection of equipment. Data will need to be recorded on daily basis to assure that an accurate concentration of fluoride is maintained within the water system. The City may choose to add one non-fluoridated tap at a location which is convenient and suitable, based on City engineering analysis and existing conditions.

Operator certification is expected to remain at current levels, and the City will likely not need to increase its operator certification program. However, it is expected that there will be additional training for operator operation of the facilities. The City may need to add two additional operators to assist with maintenance of the fluoridation facilities.

#### **SCHEDULE**

Absent extenuating circumstances or agreement of the Parties, the following schedule shall apply.

- Project Commences - Within 90 days of Agreement Execution
- Design/Review Stage Commences - Within 180 days of Agreement Execution
- Construction Stage Commences - Within 24 months of Agreement Execution
- Completion and Implementation Stage - Within 48 months of Agreement Execution

#### **DISBURSEMENT OF GRANT FUNDS AND REPORTING**

ARCORA shall reimburse the City for only those expenditures incurred during the term of this Grant Agreement.

ARCORA shall disburse the amounts of the total Grant Funds to the City at the completion of the milestone actions as follows:

Design/Review Stage 15%:

- City execution of Grant Agreement 2%
- City execution of Design Contract/Engineering Contract 8%
- City approval of bid specifications and bid notice 5%

Construction Stage 50%:

- Award and notice to proceed 5%
- 25% completion 15%
- 50% completion 15%
- 75% completion 15%

Completion and Implementation Stage 35%:

- City acceptance of substantial completion 15%
- City release of retainage and project close out 10%
- System Operational 10%

Progress Payments and Reporting

ARCORA shall disburse the identified amount of the Grant Funds within thirty (30) days after ARCORA review and approval of City documentation of the substantial completion of each Project stage described above. The City shall provide adequate documentation for ARCORA review. Disbursements shall not be construed as a waiver by ARCORA of any authority to enforce any term of the Agreement.

The City shall provide to ARCORA Project status reports not less than quarterly. Additionally, the City shall provide to ARCORA an audited final financial report within ninety (90) days of the commencement of operations of the community fluoridation system. The City shall promptly return within sixty (60) days to ARCORA any unexpended funds that have not been accounted for in the financial report.

# **FIRST AMENDMENT TO ARCORA FOUNDATION AND THE CITY OF SPOKANE Grant Agreement**

**1. FIRST AMENDMENT TO GRANT AGREEMENT.** This FIRST AMENDMENT to ARCORA AND THE CITY OF SPOKANE GRANT AGREEMENT (“Amendment”) amends the Grant Agreement (“Agreement”) entered in September 2020 by and between ARCORA Foundation, a Washington non-profit corporation (“Foundation”) and the City of Spokane, a Washington municipal corporation (“Grantee” or “City”). The Foundation and Grantee further agree as follows.

## **2. RECITALS.**

2.1 The Agreement supports the planning, design, engineering, construction and operation of a fluoridation system for the City water system (the “Project”). Additionally, the Agreement provides for the capital costs for a public access and water availability without the recommended balance of fluoride.

2.2 The Agreement allows the City to take a phased approach toward community water fluoridation, with status updates at each phase. The City will publish and fund with Grant Agreement proceeds a Request for Proposals for a design and engineering study of a community fluoridation system for Spokane, and to promptly complete that work; and the City Council shall discuss the full details of the design feasibility study prior to commencing the build-out of the community water fluoridation system.

2.3 The Foundation has agreed, at the City’s request, to waive the repayment obligation under the Agreement of up to \$600,000, the amount identified for the design and engineering phase, even if the City decides not to implement community water fluoridation. This Amendment implements that further agreement.

## **3. GRANT AGREEMENT AMENDED.** The Agreement is amended as follows.

3.1 Agreement Section 5.1 (“USE AND CONDITIONS OF GRANT”), is amended to read as follows:

5.1 The Grant is to be used to fund Project fluoridation equipment and facilities for the purposes of fluoridating water for the City water distribution system and other related and authorized Project fees, costs and expenses. The level of fluoride added to the water will be in accordance with all applicable federal, state and local requirements. Grantee may not use any of the grant funds for expenditures other than those outlined in Agreement Exhibit A without prior written approval from the Foundation. Grantee will repay to the Foundation any grant funds that are received by Grantee and not expended within the initial three years of the Grant Period. Additionally, failure to maintain fluoridation at the Project

consistent with Agreement Exhibit A for a twenty (20) year period from commencement of Project under this Agreement shall result in a default of this Agreement and a prorated amount, excluding costs associated with feasibility study, design planning, preliminary engineering, engineering report preparation and design engineering for the Project shall be repaid by Grantee to Foundation as follows: 5% for each year less than 20 years. Provided, however, the repayment obligation under this Agreement Section 5 shall have no application if fluoridation of water banned by federal or State of Washington law or regulation. Provided, further, up to \$600,000 expended during the Design/Review Stage as identified in Agreement Exhibit A ("Fluoridation Project Outline") need not be repaid by City; that is, costs up to \$600,000 associated with a feasibility study, design planning, preliminary engineering, engineering report preparation, design engineering, City approval of bid specifications and bid notice for the Project are not subject to repayment by Grantee.

**4. EXECUTION AND APPROVAL** The undersigned represents and warrants that each is authorized to and executes this Amendment for and on behalf of the identified Party. This Amendment may be executed in multiple counterparts, each of which may be considered an original Agreement.

THE CITY OF SPOKANE

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

ARCORA FOUNDATION

By \_\_\_\_\_ Vanetta Abdellatif \_\_\_\_\_ President and CEO \_\_\_\_\_ Date \_\_\_\_\_

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

08/16/2021

**Date Rec'd**

8/2/2021

**Clerk's File #**

OPR 2021-0533

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

SOLID WASTE COLLECTION

**Contact Name/Phone**

DUSTIN 625-7806

**Contact E-Mail**

DDBENDER@SPOKANECITY.ORG

**Agenda Item Type**

Contract Item

**Agenda Item Name**

4500 &amp; 4490 MASTER CONTRACT FOR DUMPSTER REFURBISHING SERVICES

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

5457-21

**Requisition #**

MASTER

**Agenda Wording**

Five-year master contract with Linn Machine & Manufacturing, Inc. (Spokane Valley, WA) to refurbish metal refuse and recycling dumpsters -- estimated annual expenditure \$670,000 (including tax).

**Summary (Background)**

Solid Waste Collection and Solid Waste Disposal own an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as "dumpsters"). Refurbishing dumpsters extends their useful life, saves resources and is less expensive than purchasing new ones. Bid #5457-21 was issued with only one response received. Linn Machine & Manufacturing, Inc. has been providing refurbishing services for both departments the previous five years with satisfactory results.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 585,000

# 4500-45100-37148-54803-19020 (SWC)

Expense \$ 65,000

# 4500-44200-37148-54803-19017 (SWC)

Expense \$ 20,000

# 4490-44100-37148-54803-34002 (SWD)

Select \$

#

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

BENDER, DUSTIN D.

**Study Session\Other**

PIES 07/26/21

**Division Director**

FEIST, MARLENE

**Council Sponsor**

CP Breean Beggs

**Finance**

ALBIN-MOORE, ANGELA

**Distribution List****Legal**

ODLE, MARI

ddbender@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

rschoonover@spokanecity.org

**Additional Approvals**

jsalstrom@spokanecity.org

**Purchasing**

PRINCE, THEA

Tax &amp; Licenses

cavertyt@spokanecity.org

mdorgan@spokanecity.org

\*\*\*DocuSign - rich@linnmachine.com\*\*\*



**Continuation of Wording, Summary, Budget, and Distribution**

**Agenda Wording**

**Summary (Background)**

**Fiscal Impact**

Select      **\$**

Select      **\$**

**Budget Account**

**#**

**#**

**Distribution List**

tprince@spokanecity.org

rrinderle@spokanecity.org



## Briefing Paper

### Public Infrastructure, Environment, and Sustainability

<b>Division &amp; Department:</b>	Public Works / Solid Waste Collection & Solid Waste Disposal
<b>Subject:</b>	Five-year master contract with Linn Machine & Manufacturing, Inc.
<b>Date:</b>	July 26, 2021
<b>Author (email &amp; phone):</b>	Dustin Bender / <a href="mailto:ddbender@spokanecity.org">ddbender@spokanecity.org</a> / 509.625.7806
<b>City Council Sponsor:</b>	Breean Beggs, Council President
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment, and Sustainability
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	Funding is provided in Solid Waste Collection & Solid Waste Disposal's operating budgets.
<b>Strategic Initiative:</b>	Affordable Utility Services & Sustainable Resources
<b>Deadline:</b>	Current contract expires 08.31.2021.
<b>Outcome:</b>	Seeking approval by City Council for a five-year master contract with vendor to provide refurbishing services on City-owned metal refuse/recycling containers and roll off boxes.
<p><b>Background/History:</b> Solid Waste Collection &amp; Solid Waste Disposal own an inventory of metal refuse/recycling containers and roll off boxes (collectively referred to as “dumpsters”). Solid Waste Collection provides dumpsters to commercial customers in addition to renting them out on a temporary basis to contractors and homeowners. Solid Waste Disposal utilizes their dumpsters onsite at the Waste to Energy Facility. A Request for Proposals #5457-21 was issued to contractors who possibly engage in metal fabrication services; Linn Machine &amp; Manufacturing, Inc. was the only response received.</p>	
<p><b>Executive Summary:</b></p> <ul style="list-style-type: none"> <li>The City has had a contract with Linn Machine &amp; Manufacturing since 2016 with highly satisfactory results; dumpsters are returned in a “like new” condition.</li> <li>This five-year master contract is an “as needed, unit price” contract; pricing is based on materials with a percentage markup and hourly labor costs by labor category.</li> <li>Total annual expenditure is not to exceed \$670,000             <ul style="list-style-type: none"> <li>Solid Waste Collection - \$650,000</li> <li>Solid Waste Disposal - \$20,000</li> </ul> </li> <li>Annual expenditures for refurbishing services have increased due to steel prices escalating significantly over the last many years.</li> <li>Linn Machine &amp; Manufacturing's markup and labor pricing on current RFP were almost the same as bid five years ago.</li> <li>Permanent and temporary dumpster accounts have grown immensely in recent years due to the economy, real estate market, construction and annexations. COVID-19 had minimal impacts to the solid waste industry.</li> <li>This contract will ensure that Solid Waste Collection and Solid Waste Disposal have enough usable dumpsters to operate efficiently.</li> <li>Refurbishing worn dumpsters uses fewer resources which has a positive impact on the environment and extends their useful life.</li> <li>Refurbishing services cost less than purchasing new dumpsters. Often dumpsters can be refurbished several times during their useful life before being deemed unrepairable.</li> </ul>	

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.)

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required:

Known challenges/barriers:



**City of Spokane**

**MASTER PURCHASED SERVICE CONTRACT**

**Title: REFURBISH REFUSE/RECYCLING  
CONTAINERS AND ROLL OFF BOXES – AS NEEDED**

This Contract is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **LINN MACHINE AND MANUFACTURING, INC.**, whose address is 3808 North Sullivan Road, Building N7, Spokane Valley, Washington, 99216, as (“Company”), individually hereafter referenced as a “party”, and together as the “parties”.

The parties agree as follows:

**1. PERFORMANCE/SCOPE OF WORK.**

The Company 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 **REFURBISH REFUSE/RECYCLING CONTAINERS AND ROLL OFF BOXES – AS NEEDED**, RFP 5457-21. Company’s Response to RFP is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Purchased Service Contract controls.

**2. TERM OF CONTRACT.**

The term of this Contract begins on September 1, 2021, and shall run through August 31, 2026, unless amended by written agreement or terminated earlier under the provisions.

**3. TERMINATION.**

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

**4. COMPENSATION / PAYMENT.**

This is a unit-price contract with pricing based on Attachment “A” to the RFP - Pricing Page, with no guarantee of minimum or maximum order amount.

The Company shall submit its applications for payment to the applicable department that requested the services being invoiced: Solid Waste Disposal, 2900 S. Geiger Blvd, Spokane, Washington 99224, or Solid Waste Collections, 915 N. Nelson St, Spokane, Washington 99202. **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. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

**5. INSURANCE.**

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

Commissioner pursuant to Title 48 RCW:

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

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

i insurance coverage limits required in this Contract; and

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

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

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

## **6. 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 Contract, 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 Contract.

**7. TAXES, FEES AND LICENSES.**

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

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

**8. CITY OF SPOKANE BUSINESS LICENSE.**

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

**9. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.**

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

**10. DEBARMENT AND SUSPENSION.**

The Company 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.

**11. AUDIT.**

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Contract. The Company 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.

**12. ASSIGNMENT AND SUBCONTRACTING.**

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

**13. STANDARD OF PERFORMANCE.**

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional company performing the same or similar services at the time the services under this Contract are performed.

**14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.**

Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

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

**15. ANTI KICK-BACK.**

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

**16. MISCELLANEOUS PROVISIONS.**

A. **Amendments/Modifications:** This Contract may be modified by the City in writing when necessary, and no modification or Amendment of this Contract shall be effective unless signed by an authorized representative of each of the parties hereto.

B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.

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

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

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

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

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

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

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

**LINN MACHINE AND MANUFACTURING, INC. CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

Exhibit A – Certification Regarding Debarment  
Exhibit B - Company's Response to RFP

**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.

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Subrecipient / Contractor / Consultant (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Program Title (Type or Print)
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Signature
<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Title of Certifying Official (Type or Print)	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Date (Type or Print)



**Bid Response Summary**

**Bid Number** RFP 5457-21  
**Bid Title** Refurbish Refuse/Recycling Containers and Roll Off Boxes – As Needed  
**Due Date** Monday, June 28, 2021 1:00:00 PM [(UTC-08:00) Pacific Time (US & Canada)]  
**Bid Status** Closed to Bidding  
**Company** Linn Machine and mfg. inc.  
**Submitted By** Rich Linn - Thursday, June 24, 2021 12:08:47 PM [(UTC-08:00) Pacific Time (US & Canada)]  
 rich@linnmachine.com 5098915600

**Comments****Question Responses**

Group	Reference Number	Question	Response
PROPOSER ACKNOWLEDGMENTS:			
	1	Proposer Acknowledges receipt of Addenda by entering quantity of Addenda here (enter 0 if none have been issued):	0
	2	Proposer has read and acknowledges compliance with Terms and Conditions. If answer is "I don't agree and I don't acknowledge", include requested exception in proposal submittal on separate page and title as "Exception to Terms and Conditions". The City will consider and determine if exception will be accepted.	I agree and I acknowledge
	3	Proposer has read and understands the Request for Proposals document to include "all" attachments located in the Documents Tab.	I agree and I acknowledge
	3.1	If you took exception to #3 above, explain in detail.	I did not take exception
	4	Proposer has included Letter of Submittal with Proposal combined into one document per Section 4 "Proposal Content" instructions.	I agree and I acknowledge
	5	Proposer acknowledges agreement with Paragraph 5.4 Award/Rejection of Proposal/Contract.	I agree and I acknowledge
	6	Proposer acknowledges that proprietary information must be on separate page(s) from Proposal document and clearly identified as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements.	I agree and I acknowledge
	7	Successful Proposal will designate a representative who will be available during regular City business hours to serve as a primary contact for the City in the implementation of this supply agreement. Enter representative's name, phone number, and Email Address	Richard Linn 509-954-1175 rich@linnmachine.com
DOCUMENTS TO UPLOAD:			

1	Upload Request for Proposal Response (your Firm's Proposal). Combine documents as needed. Only one document can be uploaded in this line item.	Attachment A RFP 5457-21 Pricing Page.docx
2	Upload Addenda documents if applicable and was not included in uploaded Proposal document. Combine documents as needed. Only one document can be uploaded in this line item.	
3	Upload Proprietary information if applicable. Keep Proprietary information separate from Proposal document and clearly identify document as "Proprietary". See "Proprietary Information/Public Disclosure" Paragraph for public record requirements. Combine documents as needed. Only one document can be uploaded in this line item.	
4	Upload any other information required or desired. Combine documents as needed. Only one document can be uploaded in this line item.	

**ATTACHMENT "A" - PRICING PAGE**  
**RFP #5457-21 Refurbish Refuse/Recycling Containers and Roll Off Boxes – As Needed**

The undersigned agrees to furnish the following goods and/or services according to all provisions set forth in the above referenced RFP.

<b>LABOR RATES:</b>					
Labor Rates shall be firm throughout the first year of the contract period. Rate increases can be requested at the anniversary date of the contract. All Rate increases will be provided with justification for such price increase and must be agreed upon by both parties					
Annual estimates with no guarantee of quantity. Payment would only be for made actual services requested, performed and accepted.					
Sales Tax: The City of Spokane is not a tax-exempt entity and is therefore obligated to pay sales tax under Washington State law. Sales tax should not be included in respondent's pricing. All submissions shall be tabulated by the City who will the applicable sales tax rate to bids.					
<b><u>Spokane Solid Waste Collection Department - REFUSE CONTAINERS</u></b>				Hrly Rate	Extended Cost
Refuse Containers	CLEANING & PREP	Annual Hours Estimated	75	\$40.00	
Refuse Containers	SANDBLASTING	Annual Hours Estimated	577	\$89.00	
Refuse Containers	REPAIRS & WELDING	Annual Hours Estimated	1,550	\$85.00	
Refuse Containers	PAINTING	Annual Hours Estimated	680	\$89.00	
Refuse Containers	DECALS & STRIPING	Annual Hours Estimated	173	\$50.00	
Refuse Containers	DELIVERY & PICKUP	Annual Hours Estimated	118	\$50.00	
				Hrly Rate	Extended Cost
<b><u>Spokane Solid Waste Collection Department- RECYCLING CONTAINERS</u></b>					
Recycling Containers	CLEANING & PREP	Annual Hours Estimated	7	\$40.00	
Recycling Containers	SANDBLASTING	Annual Hours Estimated	47	\$89.00	
Recycling Containers	REPAIRS & WELDING	Annual Hours Estimated	107	\$85.00	
Recycling Containers	PAINTING	Annual Hours Estimated	55	\$89.00	
Recycling Containers	DECALS & STRIPING	Annual Hours Estimated	14	\$50.00	
Recycling Containers	DELIVERY & PICKUP	Annual Hours Estimated	22	\$50.00	

				Hrly Rate	Extended Cost
<b><u>Spokane Solid Waste Disposal Department</u></b>					
Containers	CLEANING & PREP	Annual Hours Estimated	3	\$40.00	
Containers	SANDBLASTING	Annual Hours Estimated	9	\$89.00	
Containers	REPAIRS & WELDING	Annual Hours Estimated	138	\$85.00	
Containers	PAINTING	Annual Hours Estimated	11	\$89.00	
Containers	DECALS & STRIPING	Annual Hours Estimated	1	\$50.00	
Containers	DELIVERY & PICKUP	Annual Hours Estimated	1	\$50.00	
<b>ALL MATERIALS AND INVENTORY PARTS:</b>					
Percentage Markup: All Materials and Inventory Parts that Contractor uses to refurbish, and that are provided to Solid Waste Collection to install, shall be marked up over Contractor's base cost to purchase from their supplier. Markup will be based on the base subtotal of the item cost, no shipping/handling or sales tax charged to the Contractor to purchase the materials will be added to the pre-markup amount. The percentage "markup" will remain firm, with no adjustments, during the contract.			Estimated annual cost of materials and inventory parts is \$123,735 plus _____ %	Enter Percentage Markup Here:	17%
Delivery and Pickup Charges for refuse containers, recycling containers, and roll off boxes are based off of the "Delivery and Pickup Rate" submitted by Bidder. The rate would also apply for delivery of parts for Solid Waste Collection to install.					

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

08/23/2021

**Date Rec'd**

8/4/2021

**Clerk's File #**

ORD C36094

**Renews #****Cross Ref #****Project #****Bid #****Requisition #****Submitting Dept**

HISTORIC PRESERVATION

**Contact Name/Phone**

KRIS BECKER X6392

**Contact E-Mail**

KBECKER@SPOKANECITY.ORG

**Agenda Item Type**

Special Budget Ordinance

**Agenda Item Name**

0470 - SBO FOR HISTORIC PRESERVATION SECOND POSITION

**Agenda Wording**

SBO to convert the existing exempt position to a classified Civil Service position.

**Summary (Background)**

Funding for a second position in Historic Preservation was approved in the 2021 budget.

Lease? NO

Grant related? NO

Public Works? NO

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

Expense \$ 29,703

# 0470-53610-58620-08280

Revenue \$ 29,703

# 0470-53610-58620-02250

Select \$

#

Select \$

#

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

DUVALL, MEGAN

**Study Session\Other**

PSCHC 8-2-2021

**Division Director**

BECKER, KRIS

**Council Sponsor**

CM Kinnear

**Finance**

ORLOB, KIMBERLY

**Distribution List****Legal**

PICCOLO, MIKE

lkinnear@spokanecity.org; gbyrd@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

kbecker@spokanecity.org; twallace@spokanecity.org

**Additional Approvals**

pingiosi@spokanecity.org; ablain@spokanecity.org

**Purchasing**

aduffey@spokanecity.org; ddaniels@spokanecity.org

**MANAGEMENT &  
BUDGET**

INGIOSI, PAUL

## Briefing Paper

### Public Safety and Community Health

<b>Division &amp; Department:</b>	Community and Economic Development – Historic Preservation
<b>Subject:</b>	SBO for Historic Preservation Second Position
<b>Date:</b>	7/23/2021
<b>Author (email &amp; phone):</b>	Kris Becker kbecker@spokanecity.org 625-6392
<b>City Council Sponsor:</b>	Lori Kinnear
<b>Executive Sponsor:</b>	Kris Becker, Interim Director, CED
<b>Committee(s) Impacted:</b>	Public Safety and Community Health
<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, Comprehensive Plan (Chapter 8)
<b>Strategic Initiative:</b>	Economic Development – Ensure businesses, both new and existing feel connected and valued in our community to continue economic growth
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Approval of SBO
<b>Background/History:</b> <p>In the last two years, the Historic Preservation Department has greatly expanded the number of properties listed on the Spokane Register of Historic Places through the creation of the Browne's Addition Local Historic District (and currently working on the Cannon Streetcar Suburb Historic District). With the number of protected properties continuing to grow and more initiatives undertaken by the department, it is not tenable for one employee to staff the program alone. To continue exploring economic development opportunities with historic buildings, the department needs additional professional staff.</p> <p>City Council passed an SBO earlier this year to create a second full-time exempt position in Historic Preservation. The department would like to convert this exempt position to a classified Civil Service position in order to utilize the existing job classification of Planning Specialist for recruitment and hiring. An SBO is required to eliminate the existing exempt position and create a new classified position. This change is cost neutral.</p>	
<b>Executive Summary:</b> <ul style="list-style-type: none"> <li>Funding for a second position in Historic Preservation was approved in the 2021 budget.</li> <li>An SBO is required to convert the existing exempt position to a classified Civil Service position.</li> </ul>	
<b>Budget Impact:</b> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Annual/Reoccurring expenditure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  If new, specify funding source: Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impact:

Consistent with current operations/policy?

☒

Yes

☐

No

Requires change in current operations/policy?

☐

Yes

☒

No

Specify changes required:

Known challenges/barriers:

ORDINANCE NO \_\_\_\_\_

An ordinance amending Ordinance No. C-35971, passed by the City Council December 14, 2020, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2021, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2021, and providing it shall take effect immediately upon passage", and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2021 budget Ordinance No. C-35971, as above entitled, and which passed the City Council December 14, 2020, it is necessary to make changes in the appropriations of the General Fund, which changes could not have been anticipated or known at the time of making such budget ordinance; and

WHEREAS, this ordinance has been on file in the City Clerk's Office for five days; - Now, Therefore,

The City of Spokane does ordain:

Section 1. That in the budget of the General Fund, and the budget annexed thereto with reference to the General Fund, the following changes be made:

FROM:	0470-53610	Historic Preservation	
	58620-08280	Historic Preservation Specialist	\$ 29,703
		(pos# 828001, from 1 to 0 position)	

TO:	0470-53610	Historic Preservation	
	58620-02250	Planning Specialist	\$ 29,703
		(from 0 to 1 pos # 225 )	

Section 2. It is, therefore, by the City Council declared that an urgency and emergency exists for making the changes set forth herein, such urgency and emergency arising from the need to reclass the vacant Historic Preservation Specialist position to a Planning Specialist position, and because of such need, an urgency and emergency exists for the passage of this ordinance, and also, because the same makes an appropriation, it shall take effect and be in force immediately upon its passage.

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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





**Agenda Sheet for City Council Meeting of:**  
08/16/2021

<b>Date Rec'd</b>	6/30/2021
<b>Clerk's File #</b>	ORD C36092
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BREEAN BEGGS 625-6210
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Emergency Ordinance
<b>Agenda Item Name</b>	0320 - AMENDING CRITERIA AND PROCESS FOR CONSIDERING IMPACT FEE EXEMPTION

**Agenda Wording**

An ordinance amending the conditions upon which the City will grant exemptions from transportation impact fees; amending sections 07.08.010 and 17D.075.060 of the Spokane Municipal Code; and declaring an emergency.

**Summary (Background)**

An ordinance amending the process and criteria by which the impact fee exemptions are considered and granted.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

**Budget Account**

**Approvals**

**Dept Head** ALLERS, HANNAHLEE

**Division Director**

**Finance** WALLACE, TONYA

**Legal** PICCOLO, MIKE

**For the Mayor** PICCOLO, MIKE

**Additional Approvals**

**Purchasing**

**Council Notifications**

**Study Session\Other** PIES Comm. 7/26/2021

**Council Sponsor** CP Beggs

**Distribution List**

## **ORDINANCE NO. C36092**

An ordinance amending the conditions upon which the City will grant exemptions from transportation impact fees; amending sections 07.08.010 and 17D.075.060 of the Spokane Municipal Code; and declaring an emergency.

**WHEREAS**, the economic disruption caused by COVID-19 has focused new attention on the fiscal situation of all cities, and Spokane is no exception; and

**WHEREAS**, transportation impact fees are imposed to help pay for infrastructure that is required for new development throughout the City; and

**WHEREAS**, existing City law allows for some exemptions from impact fees, but state law requires that the impact fees be paid regardless, essentially shifting the obligation to pay impact fees from the developer requiring additional infrastructure onto the City's general fund; and

**WHEREAS**, the City Council finds that it is not in the public interest or the City's fiscal interest to allow the obligation to pay transportation impact fees to be shifted from the development activity onto the City's general fund; and

**WHEREAS**, the City Council previously imposed a moratorium on the granting of exemptions from impact fees, which expired on October 17, 2020; and

**WHEREAS**, without City Council action, it is likely that all transportation impact fee exemption applications which fall within the terms of SMC 17D.075.060 will be granted, thereby imposing potentially hundreds of thousands of dollars in payment obligations onto the City's general fund.

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

**Section 1.** That section 07.08.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 07.08.010 General Fund and Reserve Accounts – Establishment**

- A. There is established a "general fund" into which all sums of money collected by the City for any purpose whatsoever shall be deposited unless otherwise provided by ordinance directing the deposit into some specific fund other than the general fund.
- B. There is established within the general fund a revenue stabilization account which shall consist of a specific portion of the unappropriated general fund balance as determined by this section and which shall be used for the revenue stabilization for future city operations and to fund ordinary and ongoing city activities that would otherwise be reduced in scope, suspended, or eliminated due to unanticipated

shortfalls in general fund revenues. The revenue stabilization account and other dedicated reserve accounts listed in 07.08.010 shall be funded as follows.

1. At the conclusion of each and every fiscal year, that year's positive general fund variance, net of unrealized gains/losses, shall be automatically transferred into the dedicated reserve accounts in the following order until such time as the dedicated reserve accounts are funded to the targeted funding level as listed in this section:
  - a. Contingency reserve account;
  - b. Revenue stabilization account;
  - c. Strategic reserve account.
2. Additional funds may be added to the revenue stabilization account during the ensuing fiscal year when approved by the city council.
3. The targeted funding level for revenue stabilization account shall initially be three and one-half percent (3.5%) of current-year budgeted general fund revenues.
  - a. Annually during each budget cycle, the chief financial officer, or designee, shall report to the city council on the revenue stabilization account including current and proposed future funding levels consistent with revenue growth projected in the City's long-term general fund financial forecast and a discussion of investment activity within the account for the period and investment planning in place for future periods. This annual report shall also include analysis and consideration of the proper targeted funding level going forward in relation to changing conditions and prudent fiscal practices.
  - b. Disbursements from the revenue stabilization account may be made to mitigate a general fund revenue shortfall deemed by the city council, in consultation with the chief financial officer or designee to meet the following criteria:
    - i. The revenue shortfall results from revenue collections considered to be materially short of the amount budgeted, or the revenue shortfall results from projected baseline (existing) budgeted revenues for any ensuing year increasing by less than the assumed long-term revenue growth rate in the City's six-year general fund projection for the immediate year; and
    - ii. The revenue shortfall is expected to persist through the end of the fiscal year; and

- iii. The revenue shortfall is reasonably expected to persist for a period no longer than three (3) years. A revenue shortfall expected to persist beyond three (3) years shall be directly addressed in the current annual budget process through long-term budget measures.
  - c. Disbursements from the revenue stabilization account may include amounts budgeted in the general fund to supplement revenue shortfalls that occur in other City funds.
  - d. Appropriation from the revenue stabilization account is by the standard special budget ordinance procedure.
- C. There is established within the general fund a contingency reserve account which shall consist of a specific portion of the unappropriated general fund balance.
  - 1. Annual allocations to the contingency reserve account shall be in accordance with SMC 07.08.010(B)(1).
  - 2. Additional funds may be added to the contingency reserve account in such amounts and at such additional times during the ensuing fiscal year when approved by the city council.
  - 3. The targeted funding level within the contingency reserve account shall be ten percent (10%) of current-year budgeted general fund expenditures.

During each budget cycle, the chief financial officer, or designee, shall report to the city council on the contingency reserve account including current and estimated future funding levels consistent with the City's long-term general fund financial forecast. This annual report shall include analysis and consideration of the proper targeted funding level in relation to changing conditions and prudent fiscal practices.

  - 4. Disbursements from the contingency reserve account are for the purpose of meeting extraordinary expenditures as deemed by the city council, in consultation with the chief financial officer or designee, to meet the following criteria:
    - a. Unforeseen circumstances arising after the adoption of the annual budget which require an unavoidable and non-continuing allocation; or
    - b. Unforeseen emergency threatening health and/or safety of the citizens; or

- c. Unanticipated non-continuing expenses are needed to fulfill an unfunded legislative mandate; or
    - d. Significant operating efficiencies can be achieved resulting in clearly identified near-term and offsetting cost savings.
  - 5. Appropriation from the contingency reserve account is by the standard special budget ordinance procedure.
- D. There is established within the general fund a strategic reserve account which shall consist of a specific portion of the unappropriated general fund balance.
- 1. Annual allocations to the strategic reserve account shall be in accordance with SMC 07.08.010(B)(1).
  - 2. Additional funds may be added to the strategic reserve account during the year when approved by the city council.
  - 3. The targeted funding level within the strategic reserve account shall initially be 1% of current year budgeted general fund expenditures.
  - 4. Disbursements from the strategic reserve account may be made for the following purposes.
    - a. To fund a strategic program or initiative in the areas of housing, environmental protection, innovation(~~(, or)~~);
    - b. To fund impact fee waiver exemptions subject to the following requirements:
      - i. Located within the boundaries of the Northeast Public Development Authority or the West Plains/Airport Area Public Development Authority area;
      - ii. Submission of a completed request for an exemption of a form provided by the Planning Director; and
      - iii. Achievement of at least thirty percent (30%) of the total points available on the impact fee exemption matrix provided in Table 07.08.010T; and
    - ~~((b-))~~c. to fund ((Any))any other project, program, or initiative determined by City Council to be of strategic significance to the City or its people.
  - 5. Appropriation from the strategic reserve account is by the standard special budget ordinance procedure or funds may be appropriated as part of the annual budget process.

- E. During such time that the revenue stabilization, contingency reserve and strategic reserve accounts are at the targeted funding levels, any unappropriated fund balance in ensuing years should first be used to pay for existing obligations rather than to fund new programs.
- F. The transfers required by SMC 07.08.010(B)(1), (C)(1) and (D)(1) shall be accomplished as part of the year-end closing process.

**Section 2.** That section 17D.075.060 of the Spokane Municipal Code is amended to read as follows:

### **Section 17D.075.060 Exemptions**

- A. The City Council finds that some development (~~(of (i) manufacturing and production facilities (see SMC 17C.190.320), (ii) industrial service (see SMC 17C.190.310), (iii) warehouse and freight movement (see SMC 17C.190.340), (iv) hotels and motels, (v) office uses (see SMC 17C.190.250), and (vi) residential household living uses (see SMC 17C.190.110))~~) within the boundaries of the Northeast Public Development Authority (~~(and the West Plains/Airport Area Public Development Authority)~~) may, in the appropriate circumstances, have broad public purposes and therefore may be considered for (~~((exempted))~~) exemption from the payment of impact fees within the process provided by this section and as provided by SMC 07.08.010.
- B. Requests for the exemptions set forth in subsection A of this Section 17D.075.060 shall be submitted to the Department on such forms as the Director may provide. The Director shall make a threshold determination whether the particular development activity described in the request for an exemption falls within the parameters of SMC (~~(17D.075.060(A))~~) 07.08.010(D)(4)(b) (as more specifically detailed in Table 07.08.010-1) and whether funds are available. If so, the Director shall provide a recommendation to the City Council concerning the request for an exemption, which Council may grant or deny in an open public meeting. The exemption amount will be equal to the percentage of the total points available the project application receives, according to Table 07.08.010-1, provided that the application receives at least 30% of the available points.
- C. The impact fee for an exempt development shall be calculated as provided for in this Chapter and paid with (~~((public))~~) the strategic reserve account (~~((funds other than the impact fee account))~~) as provided for in SMC 07.08.010(D)(4). Such payment may be made by including such amount(s) in the public share of system improvements undertaken within the applicable service area.
- D. On an annual basis, simultaneous with the report required under Section 17D.075.100, the Director shall provide a report to the council regarding the exemptions approved under this Section and the status of (~~((public funds))~~) the

strategic reserve account that is available to pay the impact fees that would have otherwise been paid by the exempted development activity.

**Section 3.** That this ordinance is necessary for the immediate preservation of the City and its existing public institutions, and therefore is effective immediately upon passage by the vote of one more than a majority of the members of the City Council, pursuant to Section 19 of the Spokane City Charter.

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

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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

<b><u>Table 07.08.010-1</u></b>	
<b><u>Criteria</u></b>	<b><u>Total Points Available</u></b>
<p><i>City Property Tax, Sales Tax (Retail and Construction), Utility Taxes, Utility Revenues (over a three-year period):</i></p> <ul style="list-style-type: none"> <li>• Exceeds \$1 million (30 points)</li> <li>• Between \$750,000 and \$999,999 (25 points)</li> <li>• Between \$500,000 and \$749,999 (20 points)</li> <li>• Between \$250,000 and \$499,000 (15 points)</li> </ul>	<b>30</b>
<p><i>Number of new jobs anticipated to be created by the project:</i></p> <ul style="list-style-type: none"> <li>• &gt; 100 (10 points)</li> <li>• 75 to 99 (8 points)</li> <li>• 50 to 74 (6 points)</li> <li>• 25 to 49 (4 points)</li> <li>• 1 to 24 (2 points)</li> </ul> <p>Living wage creation multiplier (multiply the “number of new jobs” score above by the following multiplier corresponding to the percentage of new jobs which pay &gt; 130% of the median per capita income):</p> <ul style="list-style-type: none"> <li>• 80% to 100%: 6x</li> <li>• 60% to 79%: 5x</li> <li>• 40% to 59%: 4x</li> <li>• 20% to 39%: 3x</li> <li>• 10% to 19%: 2x</li> <li>• 0% to 9%: 1x</li> </ul>	<b>60</b>
<p>Brownfield redevelopment (5 points)</p> <p>Innovative or exemplary site design (5 points)</p> <p>Design includes enhanced public amenities (5 points)</p> <p>Project includes neighborhood or sub-area Improvements (5 points)</p> <p>Incorporates Low-Impact Development standards (5 points)</p> <p>Incorporation of adopted green building standards (5 points)</p> <p>Creates a mixed-use development (5 points)</p> <p>Creates a mixed-income development (5 points)</p> <p>Historic Preservation components of the project (5 points)</p> <p>Adaptive reuse project (5 points)</p> <p>Remediates or removes existing blight conditions (5 points)</p> <p>Creates new workforce housing (5 points)</p>	<b>60</b>
<p>Addresses legacy environmental issues (5 points)</p> <p>No Impact to Environmentally Sensitive Areas (separate from SEPA) (5 points)</p> <p>Uses best practices for construction stormwater pollution prevention (5 points)</p> <p>Uses on-site Stormwater Treatment (5 points)</p> <p>Controls Irrigation Water Use (5 points)</p> <p>Uses SpokaneScape Landscaping (i.e., no turf) (10 points)</p> <p>Installs new EV Charging Stations (10 points)</p>	



Promotes Active Transportation (5 points)	
Participates in Commute Trip Reduction program (5 points)	
Provides transit passes for employees (5 points)	
Transit Oriented Development (5 points)	
Storage and collection of recyclables and compostables (5 points)	
Uses best practices for construction site waste management (5 points)	<b>75</b>
<b><u>TOTAL POINTS AVAILABLE</u></b>	<b>225</b>
<b><u>TOTAL POINTS RECEIVED</u></b>	<u>          </u>
<b><u>PERCENTAGE OF TOTAL POINTS RECEIVED</u></b>	<u>        </u> %

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

06/14/2021

**Date Rec'd**

6/2/2021

**Clerk's File #**

ORD C36064

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

CITY COUNCIL

**Cross Ref #****Contact Name/Phone**BRIAN 625-6210  
MCCLATCHEY**Project #****Contact E-Mail**

BMCCLATCHEY@SPOKANECITY.ORG

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

Emergency Ordinance

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

0320 - CLARIFYING HISTORIC RE-USE REGULATIONS

**Agenda Wording**

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

**Summary (Background)**

This ordinance clarifies that the historic re-use regulations apply to the entire property, rather than just to the structure on the property. This ordinance also restricts historic re-use to properties on the Spokane Historic Register, and gives the Historic Landmarks Commission a greater role in the approval of historic re-use applications.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

ALLERS, HANNAHLEE

**Study Session\Other**

UD Comm., 5-10-2021

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

CM Wilkerson

**Finance**

WALLACE, TONYA

**Distribution List****Legal**

PICCOLO, MIKE

**For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

## **ORDINANCE NO. C36064**

An ordinance clarifying the requirements for the adaptive re-use of historic properties; amending sections 17C.335.010 and 17C.335.110 of the Spokane Municipal Code; declaring an emergency; and providing for an immediate effective date.

**WHEREAS**, Spokane has an array of historic properties, many of which are underused, abandoned, or have the potential for blighted conditions, and which can be reused in ways that complement and help spur additional development in neighborhoods that very much need the development of new housing, office space, and retail uses; and

**WHEREAS**, currently, the Spokane Municipal Code allows for the re-use of historic properties in ways that complement, but may not exactly match the underlying zoning; and

**WHEREAS**, however, current chapter 17C.335 of the Spokane Municipal Code contains inherent, internal contradictions and conflicts, which the City Council intends to clarify immediately to help spur the responsible reuse and redevelopment of historic properties located near the city's core in our historic neighborhoods; and

**WHEREAS**, given the existing housing crisis and the dire need for development near or within the City's core, which is also the area within which we are likely to see historic properties in need of re-use, the City Council determines that this ordinance should become effective immediately to more rapidly get these unused historic properties back into productive use and therefore increase the taxable value and improve the economic, aesthetic, and social conditions in neighborhoods that desperately need it.

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

**Section 1.** That section 17C.335.010 of the Spokane Municipal Code is amended to read as follows:

### **Section 17C.335.010 Purpose**

The purpose of this chapter is to establish clear and efficient standards and process for the use and re-use of historic structures and the properties on which they are located and to encourage the adaptive reuse of historic structures and properties to more effectively enable economic development, community revitalization, and aesthetic benefit.

**Section 2.** That section 17C.335.110 of the Spokane Municipal Code is amended to read as follows:

### **Section 17C.335.110 Development Standards**

A. Applicability.



The development standards of this section apply only to those structures ~~((or))~~ listed in the ~~((National))~~ Spokane Register of Historic Places and the property on which they are located. All such structures and properties ~~((listed in the National Register))~~ are subject to all of the use restrictions and development standards of the base zone as minimum standards unless otherwise specifically provided by this section or by an approved planned unit development.

#### B. Permits Required.

A change in the use of an historic structure and/or the property on which such structure is located to any use allowed in the base zoning district is permitted through the issuance of a certificate of occupancy so long as there are no significant exterior alterations made to the structure. A Certificate of Appropriateness for any new construction on the property must be applied for and received by the Spokane Historic Landmarks Commission before a building permit may be issued.

#### C. Change in Use.

A change to any use of an historic structure and/or the property on which it is located other than a use listed as permitted in the base zoning district may be allowed by Type III permit from the hearing examiner if the following criteria are met:

1. The structure is listed on the Spokane Register ~~((or National Register))~~ of Historic Places.
2. All proposed changes to the structure or the property on which it is located have been approved by the landmarks commission as being compatible with the historical designation of the structure or property, the form of approval being specified in the rules of procedure of the hearing examiner.
3. The change in use is demonstrated as necessary to ensure that the structure will be preserved, considering all uses allowed in the underlying zone.
4. The benefits to the public arising out of preserving the structure are greater than the harm to the public resulting from allowing the proposed use of the structure or property, considering such factors as public access to the structure or property provided by the proposed use, the distinctive character of the proposed use, the need for the proposed use in the neighborhood in which the ~~((building))~~property is located or in the City, the amount of traffic, noise and other off-site impacts anticipated to be caused by the use and the means available to mitigate any potential off-site impacts.
5. Any change of use of an historic structure which is permitted under this section shall also apply to the remainder of the property on which such historic structure is located.

**Section 3.** That the City Council declares that the need for the expedient redevelopment of historic properties in and near the city core presents an urgency and emergency such that this ordinance is needed to protect the public health, safety, and/or for the support of existing public institutions, and that because of such need, this ordinance shall be effective immediately, under Section 19 of the City Charter, upon the affirmative vote of one more than a majority of the City Council.

**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:**

08/16/2021

**Date Rec'd**

7/28/2021

**Clerk's File #**

RES 2021-0068

**Renews #****Cross Ref #**

RES 2020-0053

**Submitting Dept**

HOUSING &amp; HUMAN SERVICES

**Contact Name/Phone**

GEORGE DAHL 625-6036

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

GDAHL@SPOKANECITY.ORG

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

Resolutions

**Requisition #**

N/A

**Agenda Item Name**

1680 - PROGRAM YEAR 2021 ANNUAL ACTION PLAN

**Agenda Wording**

CHHS is requesting adoption of this resolution and approval of the 2021 Action Plan component of the 2020-2024 Consolidated Plan for CDBG, HOME, and ESG grant programs as well as approval to enter into agreement with HUD and awarded organizations.

**Summary (Background)**

CHHS completed the process of preparing the 2021 Annual Action Plan component of the 2020-2024 Consolidated Plan for Community Development. Public services projects are awarded as outlined in the 5-year award approval (OPR 2019-0336) and non-service funds will be awarded through a competitive process. HUD will issue a grant agreement after submission of the plan. Amounts listed below are HUD entitlement amounts and do not include program income. See briefing paper for further detail.

Lease? NO

Grant related? YES

Public Works? NO

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

Neutral \$ 3,328,739 - CDBG

# 1690-95576-XXXXX-XXXXX-XXXXX

Neutral \$ 1,527,113 - HOME

# 1710-95579-XXXXX-XXXXX-XXXXX

Neutral \$ 288,596 - ESG

# 1540-95573-XXXXX-XXXXX-XXXXX

Select \$

#

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

LEWIS, DAVID G.

**Study Session\Other**

PIES - 7/26/2021

**Division Director**

DAVIS, KIRSTIN

**Council Sponsor**

CM Wilkerson

**Finance**

HUGHES, MICHELLE

**Distribution List****Legal**

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gdahl@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

rtuno@spokanecity.org

**Additional Approvals**

kdavis@spokanecity.org

**Purchasing**

cpatterson@spokanecity.org

**GRANTS,  
CONTRACTS &  
PURCHASING**

STOPHER, SALLY

chhsgrants@spokanecity.org

chhsaccounting@spokanecity.org

## Briefing Paper

### Public Infrastructure, Environment, & Sustainability

<b>Division &amp; Department:</b>	Neighborhood and Business Services: Community, Housing, and Human Services
<b>Subject:</b>	2021 Annual Action Plan component of the 2020-2024 Consolidated Plan for Community Development
<b>Date:</b>	7/26/2021
<b>Author (email &amp; phone):</b>	George Dahl ( <a href="mailto:gdahl@spokanecity.org">gdahl@spokanecity.org</a> /625-6036)
<b>City Council Sponsor:</b>	CM Wilkerson
<b>Executive Sponsor:</b>	David Lewis
<b>Committee(s) Impacted:</b>	Public Safety & Community Health
<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)	2020-2024 Consolidated Plan 2020-2025 Strategic Plan to End Homelessness
<b>Strategic Initiative:</b>	Safe & Healthy
<b>Deadline:</b>	CHHS must submit final draft to HUD no later than August 16, 2021
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Review and approve 2021 Annual Action Plan for submission to the Department of Housing and Urban Development (HUD). Total anticipated revenue (grants) \$6,644,448. <ul style="list-style-type: none"> <li>• \$4,828,739 (CDBG)</li> <li>• \$1,527,113 (HOME)</li> <li>• \$288,596 (ESG)</li> </ul>
<b><u>Background/History:</u></b>  The Department of Housing and Urban Development requires grantees (City of Spokane) to submit an Annual Action Plan every year to receive CDBG, HOME and ESG funds. The Annual Action Plan includes sections that outline expected resources, and funding priorities for the program year (7/1/21 – 6/30/22).  For more information, please visit the CHHS webpage for a copy of the Draft 2021 Annual Action Plan and Public Hearing Presentation ( <a href="https://my.spokanecity.org/chhs/documents/">https://my.spokanecity.org/chhs/documents/</a> ).	
<b><u>Executive Summary:</u></b>  The 2021 Annual Action Plan will fund activities that support the needs and goals outlined in the 2020 – 2024 Consolidated Plan. <ol style="list-style-type: none"> <li><b>1. Improve affordable housing access &amp; availability</b> <ol style="list-style-type: none"> <li><i>a. Expand the number of affordable housing options for low and moderate income individuals and households. The City will fund proposals that address the needs of target populations including, but not limited to homeownership, rental housing, communal living, etc. Additionally the City will prioritize proposals that integrate service that help stabilize permanent housing for high barrier populations. The goal of housing stability is to prevent and divert individuals and families from entering into the homeless response system.</i></li> </ol> </li> <li><b>2. Urgent public health &amp; safety response</b></li> </ol>	

- a. Adaptive response to changing community needs related to sheltering homeless populations, natural disasters, and public health pandemics.*

**3. Community based social service programming**

- a. Community based services that address the following areas:*
- i. Food Security*
  - ii. Workforce Development*
  - iii. Housing Stability*
  - iv. Childcare*
  - v. Transportation*
  - vi. Behavior and victim services*

Budget Impact:

Approved in current year budget? ☒ Yes ☐ No

Annual/Reoccurring expenditure? ☐ Yes ☒ No

If new, specify funding source: N/A

Other budget impacts: N/A

Operations Impact:

Consistent with current operations/policy? ☒ Yes ☐ No

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

Specify changes required: N/A

Known challenges/barriers: N/A



## RESOLUTION 2021-0068

WHEREAS, the Congress of the United States of America has found that the Nation's cities and urban communities face social, economic and environmental problems resulting from the growth and concentration of population in metropolitan areas; and

WHEREAS, in order to assist local governments in meeting these problems, the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, were enacted, which provided for a program of community development and housing assistance; and

WHEREAS, under the Housing and Community Development Act and the National Affordable Housing Act, the City of Spokane is "entitled" upon proper application to receive funds for the program year 2021 of approximately \$3,328,739 - Community Development Block Grant (CDBG), \$1,277,113 - HOME Investments Partnership Program (HOME), \$288,596 - Emergency Solutions Grant (ESG); and

WHEREAS, the Community, Housing, and Human Services Department of the City of Spokane has prepared a report describing the nature of the application and the process and procedures followed in its preparation; and

WHEREAS, during the course of the application process, a plan for citizen participation was developed and implemented which permitted citizens to participate in the preparation of the program and to articulate their needs, preferences, and priorities; and

WHEREAS, citizens were given full information concerning funds available for proposed community development and housing assistance, the range of activities that may be undertaken, the estimated amount of CDBG, HOME, and ESG funds proposed to be used for activities that will benefit persons of low and moderate income, and other important program requirements; and

WHEREAS, citizen participation was extensive throughout the many public meetings and hearings which were held to obtain the view of Spokane citizens on community development and housing needs; and

WHEREAS, as a result of citizen's effort and City staff assistance, the Community, Housing, and Human Services Department and the Community, Housing, and Human Services Board has prepared an application for funds under the Housing and Community Development Act of 1974, as amended, the National Affordable Housing Act, as amended, and recommended to the City Council its adoption and approval;

Now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL:

1. The City Council finds:
  - a) that in preparing the 2021 Action Plan Component of the 2020-2024 Consolidated Community Development and Housing Plan (Action Plan) and for Title 1 CDBG funds, HOME funds, and ESG funds, all rules and regulations as promulgated under the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act, as amended, have been complied with;
  - b) the Community, Housing, and Human Services Department, the Community, Housing, and Human Services Board, and the program participation with citizen/government participation are in the public interest and beneficial to the physical environment of our community and quality of life therein;
  - c) the certifications have been reviewed and the commitments of this City are understood.
2. That the 2021 Action Plan and for CDBG, HOME, and ESG funds is hereby approved. The Mayor is authorized to sign and directed to file the same on or after August 9, 2021, to execute such additional documents as required, to request and secure the release of Community Development Title I funds, to provide such other information as may be required to obtain the funds and execute the projects, and to proceed with project execution upon HUD approval of the Action Plan with the Community, Housing, and Human Services Department and the Community, Housing, and Human Services Board acting for the City Council as the policy body guiding project execution including executing contracts for the projects identified in the Community, Housing, and Human Services Department Action Plan.

Adopted by the City Council \_\_\_\_\_

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

Approved as to form:

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



# Agenda Sheet for City Council Meeting

of:

08/16/2021

**Date Rec'd**

6/29/2021

**Clerk's File #**

ORD C36093

**Renews #**

**Submitting Dept**

DSC, CODE ENFORCEMENT &

**Contact Name/Phone**

ELDON BROWN 6305

**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

**Agenda Item Type**

First Reading Ordinance

**Agenda Item Name**

4700 – STREET VACATION OF PORTIONS OF LINTON & WEST AVENUES

## Agenda Wording

Vacation of portions of Linton Avenue and West Avenue as requested by Richard Palmer.

## Summary (Background)

At its legislative session held on July 12, 2021, the City Council set a hearing on the above vacation for August 16, 2021. Staff has solicited responses from all concerned parties.

Lease? NO

Grant related? NO

Public Works? YES

## Fiscal Impact

## Budget Account

Revenue \$ 67,731.00

# 3200 49199 99999 39510.

Select \$

#

Select \$

#

Select \$

#

## Approvals

## Council Notifications

Dept Head

BECKER, KRIS

Study Session\Other

UE 06/14/2021

Division Director

BECKER, KRIS

Council Sponsor

Lori Kinnear

Finance

ORLOB, KIMBERLY

## Distribution List

Legal

RICHMAN, JAMES

edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

**Additional Approvals**

kbecker@spokanecity.org

Purchasing

jwest@spokanecity.org

City of Spokane  
Development Services Center  
808 West Spokane Falls Blvd.  
Spokane, WA 99201-3343  
(509) 625-6300

## ORDINANCE NO. C36093

An ordinance vacating portions of Linton Avenue and West Avenue

WHEREAS, a petition for the vacation of portions of Linton Avenue and West Avenue has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That Linton Avenue and West Avenue (more particularly described below) is hereby vacated. Parcel number not assigned.

Located partially in the Northwest Quarter of Section 24, Township 25 North, Range 42 East, Willamette Meridian and located partially in the Southwest Quarter of Section 13, Township 25 North, Range 42 East, Willamette Meridian more particularly described as,

West Avenue from the north line of Riverside Avenue to the south line of Clarke Avenue

Together with:

Linton Avenue from the east line of West Ave to the east line of Lot 38, Block 4 of the Plat of Bennetts Addition to Spokane

Passed the City Council \_\_\_\_\_

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

Attest: \_\_\_\_\_  
City Clerk

Approved as to Form:

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

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

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




**P1906991VACA**



**Right-of-way Description:  
West Ave between Clarke and  
Riverside and Linton Ave between  
West St. and the west line of Lot 38  
of Bennetts Add**

**Legend**

 **Proposed Vacation**

THIS IS NOT A LEGAL DOCUMENT.  
The information shown on this map is compiled  
from various sources and is subject to constant  
revision. Information shown on this map should  
not be used to determine the location of facilities  
in relationship to property lines, section lines,  
streets, etc.







**CITY OF SPOKANE  
DEVELOPMENT SERVICES**

808 West Spokane Falls Blvd, Spokane WA 99201-3343  
(509) 625-6300 FAX (509) 625-6822

**STREET VACATION REPORT**  
June 17, 2021

**LOCATION:** West Ave. between Clarke and Riverside and Linton Ave between Clarke and Riverside

**PROPONENT:** Richard Palmer

**PURPOSE:** Consolidate property for future development

**HEARING:** August 16, 2021

**REPORTS:**

**AVISTA UTILITIES** – Avista has no comments or concerns.

**COMCAST** – Comcast has reviewed the vacation request. We have no objections to the vacation.

**CENTURYLINK** – CenturyLink has no objections to the vacation of Linton & West.

**INLAND POWER & LIGHT** – Inland Power & Light has no facilities within the proposed vacation area.

**ZAYO COMMUNICATIONS** – Zayo has no comment and or objection to the proposed vacation.

**ASSET MANAGEMENT - CAPITAL PROGRAMS** – No Comments

**FIRE DEPARTMENT** – Fire has no concerns with this one

**NEIGHBORHOOD SERVICES** - No Comments

**PARKS DEPARTMENT** – Parks does not have any current concerns with the requested TOW vacation. No future park development is planned on the park parcel adjacent the ROW and the topography within that area prohibits us from accessing it from the ROW now. We see no detriment to the park parcel as a result of a vacation.

**PLANNING & DEVELOPMENT – DEVELOPER SERVICES** - No Comments

**PLANNING & DEVELOPMENT – TRAFFIC DESIGN** – No Comments

**PLANNING & DEVELOPMENT – PLANNING** – The sale of City Property and aggregation of land locked parcels would need to be completed prior to finalizing the vacation.

**POLICE DEPARTMENT** – No Comments

**SOLID WASTE MANAGEMENT** - No Comments

**STREET DEPARTMENT** – The Street Department has no objection to the street vacation.

**WASTEWATER MANAGEMENT** – Wastewater Management has no assets in the proposed vacation area. Therefore, we have no objections to the vacation provided onsite runoff be maintained and treated onsite.

**WATER DEPARTMENT** – The Water Department does not appear to have installed infrastructure in the proposed vacation area.

**BICYCLE ADVISORY BOARD** – No comments from my perspective

**RECOMMENDATION:** That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. This is calculated to be \$67,731.00 and is to be deposited to Budget Account #3200 49199 99999 39510.
2. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by December 1, 2022.

Eldon Brown, P.E.  
Principal Engineer – Planning & Development







**Agenda Sheet for City Council Meeting of:**  
07/12/2021

<b>Date Rec'd</b>	6/30/2021
<b>Clerk's File #</b>	ORD C36078
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	CITY COUNCIL
<b>Contact Name/Phone</b>	BREEAN BEGGS 625-6210
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Emergency Ordinance
<b>Agenda Item Name</b>	0320 - EMERGENCY MORATORIUM ON IMPACT FEE EXEMPTIONS

**Agenda Wording**

An ordinance establishing a temporary moratorium on impact exemption applications.

**Summary (Background)**

This six-month moratorium on the acceptance of applications for impact fee exemptions will allow the City Council to consider and implement a new framework which will guide future decisions on impact fee exemption determinations.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Neutral	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

**Budget Account**

**Approvals**

<b>Dept Head</b>	ALLERS, HANNAHLEE
<b>Division Director</b>	
<b>Finance</b>	BUSTOS, KIM
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	UE Comm., 7/12/21
<b>Council Sponsor</b>	CP Beggs

**Distribution List**

**Additional Approvals**

**Purchasing**

PASSED BY  
SPOKANE CITY COUNCIL:

July 12, 2021  
*Vern H. Beggs*  
CITY CLERK

## **ORDINANCE NO. C36078**

An ordinance imposing an immediate moratorium on the consideration of impact fee exemptions; setting a public hearing; establishing a work program; and declaring an emergency.

**WHEREAS**, the SMC provides for impact fee exemption requests to be considered by the City Council; and

**WHEREAS**, the COVID-19 pandemic has had, and will likely continue to have, a detrimental impact on the City's ability to provide needed services and infrastructure for all Spokane residents; and

**WHEREAS**, the City may receive impact fee exemption requests in the future; and

**WHEREAS**, sections 35.63.200 and 36.70A.390 of the Revised Code of Washington authorize cities to implement land use moratoria without a hearing (see also *Matson v. Clark County Board of Commissioners*, 79 Wash.App. 641, 904 P.2d 317 (1995)); and

**WHEREAS**, pursuant to RCW 35.63.200 and 36.70A.390, when the City Council adopts a moratorium without holding a public hearing on the proposed moratorium, it must hold a hearing on the adopted moratorium within at least sixty (60) days of its adoption; and

**WHEREAS**, the City intends to impose a moratorium barring the acceptance or consideration of requests for exemptions from impact fees as currently provided in SMC 17D.075.060; and

**WHEREAS**, the City also intends to conduct a work program during the pendency of this moratorium, to enable the City Council to hear feedback from the public and interested stakeholders concerning a possible replacement for the impact fee exemption framework; and

**WHEREAS**, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA"); and

**WHEREAS**, the City Council adopts the foregoing as its findings of fact justifying its adoption of this ordinance and documenting the existence of an

emergency allowing this ordinance to become effective immediately upon adoption; and

**WHEREAS**, the City Council finds that the moratorium imposed by this ordinance is necessary for the protection of the public health, safety, property or peace.

**NOW, THEREFORE, THE CITY OF SPOKANE DOES ORDAIN:**

Section 1. Moratorium Imposed. A moratorium is imposed on the acceptance or consideration of requests for exemptions from impact fees, under SMC 17D.075.060. During the term of this moratorium, the City will not accept, process, or consider requests for impact fee exemptions.

Section 2. Purpose. The purpose of this moratorium is to allow the City adequate time to review and possibly amend its ordinances relating to impact fee exemptions in order to prevent the potential frustration of the City's intent and policy regarding impact fee exemptions.

Section 3. Duration of Moratorium. The moratorium imposed by this Ordinance shall be in effect for a period of six (6) months, beginning on the date of the adoption of this Ordinance.

Section 4. Public Hearing on Moratorium. Pursuant to RCW 35.63.200 and 36.70A.390, the City Council shall hold a public hearing on this moratorium on August 16, 2021. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium, and either extend the moratorium for an additional six-month period or cancel the moratorium.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 6. Declaration of Emergency and Effective Date. This ordinance, passed by a majority plus one of the whole membership of the City Council as a public emergency ordinance necessary for the protection of the public health, public safety, public property, or public peace, shall be effective immediately upon its passage. Without an immediate moratorium on the City's acceptance, processing, or consideration of requests for impact fee exemptions, the acceptance, processing, or consideration of such requests by the City could occur under regulations that are inconsistent with the City's legitimate policy of ensuring that the City is able to fund, provide, and maintain essential services and infrastructure within the City of Spokane, for the welfare of its residents.

Current City regulations have not anticipated the potential loss of revenues, which undermine the City's ability to provide necessary services and infrastructure. Therefore, the City's moratorium must be imposed immediately to prevent any development rights from vesting and preserve the City's ability to process requests under valid codes.

ADOPTED BY THE CITY COUNCIL ON July 12, 2021

[Signature]  
Council President

Attest:

[Signature]  
City Clerk

[Signature]  
Mayor



Approved as to form:

[Signature]  
Assistant City Attorney

July 23, 2021  
Date

July 12, 2021  
Effective Date