

CITY OF SPOKANE



NOTICE

**REGARDING CITY COUNCIL MEETINGS**

Notice is hereby given that, pursuant to Governor Jay Inslee's **Revised Proclamation 20-28.15**, dated **January 19, 2021**, all public meetings subject to the Open Public Meetings Act, Chapter 42.30 RCW, are to be held remotely and that the in-person attendance requirement in RCW 42.30.030 has been suspended until termination of the state of emergency pursuant to RCW 43.06.210, or until rescinded, whichever occurs first. 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waivers and suspensions therein until termination of the state of emergency pursuant to RCW 43.06.210 or until rescinded.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 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 **January 10, 2022**.

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 **2485 018 9050** for the 3:30 p.m. Briefing Session or **2481 330 0684** for the 6:00 p.m. Legislative Session when prompted; meeting password is **0320**.

**To participate in virtual public comment (including Open Forum):**

Sign up to give testimony on legislative items and during Open Forum at <https://forms.gle/Vd7n381x3seaL1NW6>. You must sign up in order to be called on to testify. **The form will be open at 5:00 p.m. on Monday, January 10, 2022, and will close at 6:00 p.m.** At 6:00 p.m., you will call in to the meeting using the information above or join by WebEx video using the information provided on the form. When it is your turn to testify, Council President will call your name. Instructions for participation are provided on the form when you sign up. 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, JANUARY 10, 2022

### **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 JONATHAN BINGLE**

**COUNCIL MEMBER LORI KINNEAR**

**COUNCIL MEMBER BETSY WILKERSON**

**COUNCIL MEMBER MICHAEL CATHCART**

**COUNCIL MEMBER KAREN STRATTON**

**COUNCIL MEMBER ZACK ZAPPONE**

**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. | Contract Renewal with PMWeb, Inc. (Adventura, FL) for continued annual support and maintenance of the capital project management software from February 1, 2022 through January 31, 2023—\$103,114 (incl. tax). (Council Sponsor: Council Member Cathcart)<br><b>Michael Sloon</b>   | Approve | OPR 2017-0005<br>RFP 4196-16    |
| 2. | Contract Renewal 2 of 2 with Divco, Inc. (Spokane, WA) for maintenance and repair of the HVAC systems at the Waste to Energy Facility from March 1, 2022 through February 28, 2023—additional annual cost not to exceed \$65,000 (incl. tax). (Council Sponsor: Council President Beggs)<br><b>David Paine</b>               | Approve | OPR 2018-0171<br>RFB 4227-17    |
| 3. | Contract Renewal 2 of 4 with BrandSafway Services, LLC (Pasco, WA) for removal and replacement of insulation and cladding at the Waste to Energy Facility from February 1, 2022 through January. 31, 2023 —annual cost not to exceed \$100,000 (incl. tax). (Council Sponsor: Council President Beggs)<br><b>David Paine</b> | Approve | OPR 2019-1094<br>PW ITB 5130-19 |

- |   |   |                                      |
|---|---|--------------------------------------|
| <p>4. Local Area A&amp;E Professional Services Consultant Agreement with Evans Engineering and Consulting, PLLC (Post Falls, ID) for electrical engineering on-call services for 2022-2023 federal aid projects from January 17, 2022 through December 31, 2023—not to exceed \$100,000. (Council Sponsor: Council President Beggs)<br/><b>Dan Buller</b></p> | <p>Approve</p>                                  | <p>OPR 2022-0013<br/>ENG 2022059</p> |
| <p>5. Consultant Agreement with Evans Engineering and Consulting, PLLC (Post Falls, ID) for electrical engineering on-call services for 2022-2023 non-federal aid projects from January 24, 2022 through December 31, 2023—not to exceed \$150,000. (Council Sponsor: Council President Beggs)<br/><b>Dan Buller</b></p>                                      | <p>Approve</p>                                  | <p>OPR 2022-0014<br/>ENG 2022060</p> |
| <p>6. Consultant Agreement with Bernardo Wills Architects PC, (Spokane, WA) for landscape architecture on-call services for 2022-2023 non-federal aid projects from January 24, 2022 through December 31, 2023—not to exceed \$200,000. (Council Sponsor: Council President Beggs)<br/><b>Dan Buller</b></p>  | <p>Approve</p>                                  | <p>OPR 2022-0015<br/>ENG 2022061</p> |
| <p>7. Acceptance of Grant Funds and Contract for Planning with the Washington State Department of Commerce for Transit-Oriented Development Implementation Grant (TODI)—\$250,000 Revenue (Council Sponsor: Council Member Kinnear) (Relates to Special Budget Ordinance C36165)<br/><b>Maren Murphy</b></p>  | <p>Approve</p>                                  | <p>OPR 2022-0016</p>                 |
| <p>8. Acceptance of Grant Funds and Contract with the Washington State Department of Commerce for Housing Action Plan Implementation Grant (HAPI)—\$100,000 Revenue. (Council Sponsor: Council Member Kinnear) (Relates to Special Budget Ordinance C36165)<br/><b>Amanda Beck</b></p>  | <p>Approve</p>                                  | <p>OPR 2022-0017</p>                 |
| <p>9. Report of the Mayor of pending:</p>   | <p>Approve &amp;<br/>Authorize<br/>Payments</p> | <p>CPR 2021-0002</p>                 |
| <p>a. Claims and payments of previously approved obligations, including those of Parks and Library, through December 24, 2021, total \$5,059,621.62, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$4,181,323.36.</p>  |   |                                      |
| <p>b. Claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2021, total \$_____, with Parks and Library claims approved by their</p>   |   | <p>CPR 2021-0002</p>                 |



respective boards. Warrants excluding Parks and Library total \$\_\_\_\_\_.

- 10. City Council Meeting Minutes: \_\_\_\_\_, 2021. Approve  
All CPR 2021-0013

## **EXECUTIVE SESSION**

(Closed Session of Council)

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

## **CITY COUNCIL SESSION**

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

(Council Briefing Center)

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

## **LEGISLATIVE SESSION**

(6:00 P.M.)

(Council Reconvenes in Council Chamber)

**WORDS OF INSPIRATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF COUNCIL**

**ANNOUNCEMENTS**

(Announcements regarding Changes to the City Council Agenda)

### **BOARDS AND COMMISSIONS APPOINTMENTS**

(Includes Announcements of Boards and Commissions Vacancies)

#### **APPOINTMENTS**

#### **RECOMMENDATION**

Design Review Board: Two Appointments

Approve

CPR 1993-0069

Human Rights Commission: One Appointment

Approve

CPR 1991-0068

# ADMINISTRATIVE REPORT

## COUNCIL COMMITTEE REPORTS

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

## LEGISLATIVE AGENDA

### SPECIAL BUDGET ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

Ordinance C36165 amending Ordinance No. C36161 passed by the City Council December 13, 2021, and entitled, "An Ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency and appropriating funds in:

#### Miscellaneous Grants Fund

1) Increase revenue by \$350,000

a.\$250,000 of the increased revenue in the Miscellaneous Grants Fund is provided by the WA Dept. of Commerce for transit-oriented development implementation (TODI).

b.\$100,000 of the increased revenue in the Miscellaneous Grants Fund is provided by the WA Dept. of Commerce for housing action plan implementation (HAPI).

2)Increase the appropriation level by \$350,000

a.The increased appropriation is provided solely for contractual services in the Miscellaneous Grants Fund.

(This action arises from the need to accept the 2021 TODI & HAPI grants.)

(Council Sponsor: Council Member Kinnear)(Relates to Consent Agenda Item Numbers 7 & 8, OPR 2022-0016 & OPR 2022-0017)

**Maren Murphy**

### EMERGENCY ORDINANCE

(Requires Five Affirmative, Recorded Roll Call Votes)

ORD C36164      Establishing requirements for participation in rental assistance programs; enacting a new chapter 18.08 of the Spokane Municipal Code; and declaring an emergency. (Council Sponsors: Council President Beggs and Council Members Stratton and Wilkerson)  
**Council President Beggs**

## **RESOLUTIONS & FINAL READING ORDINANCES**

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0007     Appointing City Council Members to boards, committees, and commissions for 2022. (Council Sponsor: Council President Beggs)  
**Council President Beggs**
- ORD C36137        Relating to establishing a new penalty for violations of the Building Code; and amending the Penalty Schedule – Building Construction found in Section 01.05.150 of the Spokane Municipal Code. (Council Sponsor: Council President Beggs)  
**Kris Becker**

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## **NO FIRST READING ORDINANCES**

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## **NO SPECIAL CONSIDERATIONS**

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## **NO HEARINGS**

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**Motion to Approve Advance Agenda for January 10, 2022**  
(per Council Rule 2.1.2)

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## **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/Vd7n381x3seaL1NW6>. The form will open at 5:00 p.m. on Monday, January 10, 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 January 10, 2022, Regular Legislative Session of the City Council will be held and is adjourned to January 24, 2022.

**NOTE:** There is no meeting scheduled for Monday, January 17, 2022, as this day is the designated Dr. Martin Luther King, Jr. Day Holiday. A regularly scheduled City Council meeting will not be held on Tuesday, January 18, 2022.

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## **NOTES**



**Agenda Sheet for City Council Meeting of:**  
01/10/2022

<b>Date Rec'd</b>	12/14/2021
<b>Clerk's File #</b>	OPR 2017-0005
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFP 4196-16
<b>Requisition #</b>	2022 FUNDS

<b>Submitting Dept</b>	INNOVATION & TECHNOLOGY SERVICES
<b>Contact Name/Phone</b>	MICHAEL SLOON 625-6468
<b>Contact E-Mail</b>	MSLOON@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	5300 PMWEB ANNUAL SUPPORT & MAINTENANCE

**Agenda Wording**

Contract with PMWeb, Inc for continued Annual Support and Maintenance of the Capital Project Management Software. February 1, 2022 through January 31, 2023. Contract amount is \$103,114.00 including tax.

**Summary (Background)**

The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$86,493.83 including tax. This year's total including tax is \$103,114. The increase is due to additional licenses for City and County.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Expense	\$ \$103,114.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	5300-73300-18850-54820
#	
#	
#	

**Approvals**

<b>Dept Head</b>	SLOON, MICHAEL
<b>Division Director</b>	SLOON, MICHAEL
<b>Finance</b>	BUSTOS, KIM
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	Urban Experience 12/13/2021
<b>Council Sponsor</b>	CM Michael Cathcart
<b>Distribution List</b>	Accounting - ywang@spokanecity.org Contract Accounting - ddaniels@spokanecity.org Legal - modle@spokanecity.org Purchasing - cwahl@spokanecity.org IT - itadmin@spokanecity.org Tax & Licenses Michael Vernon - michael.vernon@pmweb.com

**Additional Approvals**

<b>Purchasing</b>	PRINCE, THEA

# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Innovation and Technology Services Division
<b>Subject:</b>	PMWeb, Inc. Annual Software Maintenance and Support
<b>Date:</b>	December 13, 2021
<b>Author (email &amp; phone):</b>	Michael Sloon, <a href="mailto:msloon@spokanecity.org">msloon@spokanecity.org</a> , 625-6468
<b>City Council Sponsor:</b>	CM Michael Cathcart
<b>Executive Sponsor:</b>	Eric Finch and Michael Sloon
<b>Committee(s) Impacted:</b>	Sustainable Resources 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)	PMWeb Annual Software Maintenance and Support  Utilizing Budget Account #5300-73300-18850-54820
<b>Strategic Initiative:</b>	Sustainable Resources
<b>Deadline:</b>	January 31, 2022
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Ongoing annual maintenance and support
<u>Background/History:</u>	
<p>The City selected PMWeb, Inc through RFP #4196-16 (OPR 2018-0598 to provide Capital Project Management and engineering software. PMWeb is a SaaS (Software as a Service) solution, which is hosted and maintained by PMWeb. Last year's total was \$86,493.83 including tax. This year's total including tax is \$103,114. The increase is due to additional licenses for City and County.</p>	
<u>Executive Summary:</u>	
<ul style="list-style-type: none"> <li>• Contract with PMWeb, Inc. for Annual Software Maintenance and Support of the City's Capital Project Management software.</li> <li>• Requesting \$103,114.00 including tax for the renewal of this contract.</li> <li>• Term is February 1, 2022 – January 31, 2023</li> </ul>	
<u>Budget Impact:</u>	
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.)	
<u>Operations Impact:</u>	
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:	



City of Spokane

**CONTRACT RENEWAL**

Title: **CAPITOL PROJECT MANAGEMENT SOFTWARE AND IMPLEMENTATION**

This Contract Renewal is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **PMWEB**, whose address is 2875 NE 191<sup>st</sup> Street, PH6, Aventura, Florida, 33180 ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Consultant agreed to provide for the City Capitol Management Software and Implementation Services for the Public Works Division, and*

*WHEREAS, the parties wish to continue these services, thus the original Contract needs to be formally renewed by this written document; and*

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated January 23, 2017, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on February 1, 2022 and shall end on January 31, 2023.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **NINETY-FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$94,600.00)**, plus applicable tax, for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, 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.

**4. 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.

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 Renewal by having legally-binding representatives affix their signatures below.

**PMWEB**

**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 Agreement:**

PMWeb 2022 Renewal Estimate  
Attachment A - Certificate of Debarment



**ATTACHMENT 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)

# Estimate

**Estimate #:** 11822202  
**Estimate Date:** 10/12/2021  
**PO Number:**

**Bill To:**

City of Spokane  
 INFORMATION TECHNOLOGY DEPARTMENT  
 Seventh Floor, City Hall, 808 West Spokane Falls Blvd  
 Spokane, WA 99201

PMWeb Annual SaaS: 2/1/2022 - 1/31/2023

Description	Qty	U/M	Rate	Amount
<b>PMWeb Toolbox</b>				
Basic User Pool S&M Renewal (Discounted 100%)	1	Y	0.00	0.00
<b>Subtotal: Toolbox</b>	<b>1</b>			<b>0.00</b>
<b>PMWeb SaaS</b>				
Dedicated Server Renewal	2	Y	6,000.00	12,000.00
SaaS Full User License Fee	18	Y	1,500.00	27,000.00
SaaS Full User License Fee (Prorated 8 months: 6/1/2022 - 1/31/2023)	4	Y	1,000.00	4,000.00
SaaS Guest Concurrent User License Fee	30	Y	1,200.00	36,000.00
SaaS Guest Named User License Fee	26	Y	600.00	15,600.00
<b>Subtotal: SaaS</b>	<b>80</b>			<b>94,600.00</b>

Product and Services Subject to Terms & Conditions as set forth within PMWeb Agreements  Please note that this is an estimate only. Please review this estimate for accuracy. If you would like to make changes to your licensing, or if you feel there is an error in this estimate, please contact us by email to <a href="mailto:accounting@pmweb.com">accounting@pmweb.com</a> or by telephone, 1 (617) 207-7080 and when prompted, press 2 for Accounting. If we are not contacted, we will send you an invoice based on this estimate at the beginning of the month following the delivery of this estimate.	***All amounts are shown in Dollars (USD)***	
	<b>Total</b>	<b>\$94,600.00</b>



< Business Lookup

**License Information:**

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

**Entity name:** PMTECH, INC.

**Business name:** PMWEB

**Entity type:** [Corporation](#)

**UBI #:** 604-755-303

**Business ID:** 001

**Location ID:** 0001

**Location:** Active

**Location address:** 18101 COLLINS AVE  
APT 1005  
SUNNY ISLES BEACH FL 33160-3196

**Mailing address:** 1 POPE ST  
WAKEFIELD MA 01880-2179

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

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

**Endorsements**

Endorsements held at this loc	License #	Count	Details	Status	Expiration dat	First issuance
<a href="#">SeaTac General Business - Non-Resident</a>				Active	May-31-2022	May-10-2021
<a href="#">Spokane General Business - Non-Resident</a>				Active	May-31-2022	May-07-2021



Governing people		Title
VERNON, MICHAEL		

Registered Trade Names		
Registered trade names	Status	First issued
PMWEB	Active	May-04-2021

The Business Lookup information is updated nightly. Search date and time: 12/15/2021 11:01:33 AM

[Contact us](#)

How are we doing?

[Take our survey!](#)

Don't see what you expected?

[Check if your browser is supported](#)









THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

December 20, 2021

City of Spokane  
808 W SPOKANE FALLS BLVD  
SPOKANE WA 99201

#### Account Information:

<b>Policy Holder Details :</b>	PMWeb, Inc.
--------------------------------	-------------



#### Contact Us

---

Business Service Center

**Business Hours:** Monday - Friday  
(7AM - 7PM Central Standard Time)

**Phone:** (877) 287-1312

**Fax:** (888) 443-6112

**Email:** [agency.services@thehartford.com](mailto:agency.services@thehartford.com)

**Website:** <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2021

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 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> PAYCHEX INSURANCE AGENCY INC 76210757 150 SAWGRASS DRIVE ROCHESTER NY 14620	<b>CONTACT NAME:</b>	
	<b>PHONE</b> (800) 472-0072 (A/C, No, Ext):	<b>FAX</b> (585) 389-7894 (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : Hartford Casualty Insurance Company	NAIC# 29424
<b>INSURED</b> PMWEB, INC. 2875 NE 191ST STREET, PH6 AVENTURA FL 33180	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
A	<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 <input type="checkbox"/>	N/A	X	76 WEG AM0EDT	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

Those usual to the Insured's Operations. Blanket Waiver of Subrogation applies in favor of the Certificate Holder per the Waiver of Our Right to Recover from Others Endorsement WC000313, attached to this policy.

**CERTIFICATE HOLDER**

City of Spokane  
 808 W SPOKANE FALLS BLVD  
 SPOKANE WA 99201

**CANCELLATION**

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

*Susan L. Castaneda*

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

01/10/2022

<b>Date Rec'd</b>	12/20/2021
<b>Clerk's File #</b>	OPR 2018-0171
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	RFB 4227-17
<b>Requisition #</b>	CR 23152

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	4490 CONTRACT RENEWAL FOR HVAC SERVICES AT THE WTE

**Agenda Wording**

Contract renewal 2 of 2 with Divco, Inc. for maintenance and repair of the HVAC systems at the WTE from Mar. 1, 2022 through Feb. 28, 2023 for an additional annual cost not to exceed \$65,000.00 including tax.

**Summary (Background)**

The WTE facility utilizes HVAC systems in all areas of the plant. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation. Divco, Inc. was the low-cost bidder of RFB 4227-17 for these services and was awarded a 3-year contract for \$195,000.00 (\$65K annually) with the option of two additional one-year renewals. This will be the last of those renewals.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 65,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4490-44100-37148-54803-34002

#

#

#

**Approvals**

<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	PIES/UE 12/13/21
<b>Council Sponsor</b>	CP Beggs

**Distribution List**

mdorgan@spokanecity.org  
jsalstrom@spokanecity.org  
tprince@spokanecity.org

**Additional Approvals**

**Purchasing** PRINCE, THEA rrinderle@spokanecity.org

DocuSign: Dan McNeal, Account Manager,  
danmcneal@divcoec.com

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Annual HVAC Services at the Waste to Energy Facility
<b>Date:</b>	December 13, 2021
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability 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)	
<b>Strategic Initiative:</b>	Sustainable Resources: Maintaining our assets
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal to maintain the HVAC equipment at the Waste to Energy Facility.
<b>Background/History:</b>	
<p>The WTE facility utilizes HVAC systems in all areas of the plant as well as the Administration Building. This equipment requires quarterly inspections and as-needed repairs to maintain safe operation of the facility and equipment. On January 8, 2018 four bids were received for RFB #4227-17 for these annual HVAC services. Divco Inc., of Spokane, was the lowest responsible bidder. The initial contract was for \$195,000.00 (\$65,000.00 annually) and spanned from March 1, 2018 to February 28, 2021 with the option of two optional one-year renewals. This will be the last of the allowed renewals and will span from March 1, 2022 through February 28, 2023 and have an additional cost not to exceed \$65,000.00 including taxes. The renewal will also include the HVAC unit in the hazmat break trailer in the annual PM service schedule which were previously added to the initial work scope.</p>	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• Renewal #2 of 2 for inspections and as-needed repairs to the HVAC systems at the Waste to Energy Facility.</li> <li>• Divco Inc., of Spokane, was the lowest bidder of the four bids received for RFB #4227-17.</li> <li>• Contract renewal will span from March 1, 2022 to February 28, 2023</li> <li>• Annual cost of the contract not to exceed \$65,000.00 including tax.</li> <li>• Contract has also been previously amended from the initial work scope to include the HVAC unit in the hazmat break trailer in the annual PM service schedule.</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 checked="" type="checkbox"/> Yes <input 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  
**CONTRACT EXTENSION**  
Title: **ANNUAL HVAC SERVICES FOR  
WASTE TO ENERGY FACILITY (WTE)**

This Contract Extension is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **DIVCO, INC.**, whose address is 715 North Madelia, Spokane, Washington 99201 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to provide Annual HVAC Services – WTEF Scheduled and Unscheduled for the City; and*

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

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

**1. CONTRACT DOCUMENTS.**

The Contract, dated March 20, 2018 and April 23, 2018, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE DATE.**

This Contract Extension shall become effective on March 1, 2022 and shall end February 28, 2023.

**3. COMPENSATION.**

The City shall pay an additional amount not to exceed **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)** including tax, for everything furnished and done under this Contract Amendment / Extension. This is the maximum amount to be paid under this Extension, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

**4. 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.

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 Extension by having legally-binding representatives affix their signatures below.

**DIVCO, 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 Agreement:**  
Certificate of Debarment

**ATTACHMENT  
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.

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

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

01/10/2022

<b>Date Rec'd</b>	12/20/2021
<b>Clerk's File #</b>	OPR 2019-1094
<b>Renews #</b>	

<b>Submitting Dept</b>	SOLID WASTE DISPOSAL	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	DAVID PAINE 625-6878	<b>Project #</b>	
<b>Contact E-Mail</b>	DPAINE@SPOKANECITY.ORG	<b>Bid #</b>	PW ITB 5130-19
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	CR 23151
<b>Agenda Item Name</b>	4490 CONTRACT RENEWAL FOR INSULATION SERVICES AT THE WTE		

**Agenda Wording**

Contract renewal 2 of 4 with BrandSafway Services, LLC. (Pasco, WA) for removal and replacement of insulation and cladding at the WTE from Feb. 1, 2022 through Jan. 31, 2023 with an annual cost not to exceed \$100,000.00 including tax.

**Summary (Background)**

During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required. In 2019, BrandSafway Services, LLC was the only respondent to PW ITB 5130-19 for these services and was awarded the contract for one year with the option of four (4) additional one-year renewals. This will be the second of those renewals.

Lease? NO Grant related? NO Public Works? YES

**Fiscal Impact**

Expense \$ 100,000.00

Select \$

Select \$

Select \$

**Budget Account**

# 4490-44100-37148-54803-34002

#

#

#

**Approvals**

<b>Dept Head</b>	AVERYT, CHRIS
<b>Division Director</b>	FEIST, MARLENE
<b>Finance</b>	ALBIN-MOORE, ANGELA
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	PIES/UE 12/13/21
<b>Council Sponsor</b>	CP Beggs

**Distribution List**

mdorgan@spokanecity.org  
jsalstrom@spokanecity.org  
tprince@spokanecity.org

**Additional Approvals**

**Purchasing** PRINCE, THEA rrinderle@spokanecity.org

DocuSign: Jorge Torres, Branch Manager,  
jtorres4@brandsafway.com

## Briefing Paper

### Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Public Works Division; Solid Waste Disposal
<b>Subject:</b>	Contract for Removal and Replacement of Insulation and Cladding at the WTE
<b>Date:</b>	December 13, 2021
<b>Contact (email &amp; phone):</b>	David Paine, <a href="mailto:dpaine@spokanecity.org">dpaine@spokanecity.org</a> , 625-6878
<b>City Council Sponsor:</b>	Breean Beggs, City Council President
<b>Executive Sponsor:</b>	Marlene Feist, Public Works Director
<b>Committee(s) Impacted:</b>	Public Infrastructure, Environment and Sustainability 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)	
<b>Strategic Initiative:</b>	Sustainable Resources: Maintaining our assets – Innovative Infrastructure: Managing our assets
<b>Deadline:</b>	
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Council approval of the contract renewal for insulation removal and replacement services at the WTE, without which, there will be no access for repairs and maintenance to the boilers and other equipment as well as thermal energy losses if insulation is not replaced.
<b>Background/History:</b>	
<p>During outages at the WTE, removal of insulation and cladding for boiler walls and other areas is needed to allow access. Replacement of the insulation as well as fabrication and installation of removable insulation blankets is also required during these outages.</p> <p>On October 31, 2019 bidding on PW ITB 5130-19 closed for these insulation services. BrandSafway Services, LLC., of Pasco, WA was the only response received. The bid stipulated that the contract will be for one year with the option of four (4) additional one-year periods. The initial term was from February 1, 2020 through January 31, 2021 with a cost of \$100,000.00. This will be the second of the 4 one-year renewals from February 1, 2022 through January 31, 2023 with an additional cost not to exceed \$100,000.00 including tax.</p>	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• Contract renewal #2 of 4 for removal and replacement of insulation and cladding at the WTE per PW ITB 5130-19 of which BrandSafway Services, LLC. of Pasco, WA was the only respondent.</li> <li>• Contract will run from Feb. 1, 2022 through Jan. 31, 2023 for a cost not to exceed \$100,000.00 incl tax.</li> <li>• Removal of insulation and cladding for boiler walls and other areas is necessary for allowing access during outages.</li> <li>• Rates have been increased by 3% to account for prevailing wage and other cost increases for this renewal.</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 checked="" type="checkbox"/> Yes <input 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**  
**CONTRACT RENEWAL**  
**Title: INSULATION SERVICES**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BRANDSAFWAY SERVICES, LLC**, whose address is 1523 East Hillsborough Avenue, Pasco, Washington 99301 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the parties entered into a Contract wherein the Contractor agreed to perform INSULATION SERVICES; REMOVAL AND REPLACEMENT OF INSULATION AND CLADDING FOR BOILER WALLS AND PIPING AND FABRICATION OF AND INSTALLATION OF REMOVABLE INSULATION BLANKETS for the City; and*

*WHEREAS, the initial contract provided for 4 additional one-year renewals, with this being the second of those renewals.*

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

**1. CONTRACT DOCUMENTS.**

The original Contract, dated December 11, 2019 and December 26, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

**2. EFFECTIVE TERM.**

This Contract Renewal shall become effective on February 1, 2022 and shall run through January 31, 2023.

**3. COMPENSATION.**

The City shall pay an estimated maximum annual cost not to exceed **ONE HUNDRED THOUSAND AND 00/100 (\$100,000.00)** for everything furnished and done under this Contract Renewal. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this Renewal document.

**4. 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.

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 Renewal by having legally-binding representatives affix their signatures below.

**BRANDSAFWAY SERVICES, LLC.**

**CITY OF SPOKANE**

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

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Approved as to form:

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

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

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

**ATTACHMENT  
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)



**Agenda Sheet for City Council Meeting of:**  
01/10/2022

<b>Date Rec'd</b>	12/21/2021
<b>Clerk's File #</b>	OPR 2022-0013
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2022059
<b>Bid #</b>	
<b>Requisition #</b>	MASTER

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 625-6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 – EVANS ENGINEERING ELECTRICAL ON CALL SERVICES FEDERAL AID 2022-2023

**Agenda Wording**

Local Area A&E Professional Services Consultant Agreement with Evans Engineering and Consulting, PLLC, (Post Falls, ID) for Electrical Engineering On-Call Services for 2022-2023 Federal Aid Projects for an amount not to exceed \$100,000.00. (Various)

**Summary (Background)**

This agreement for Electrical Engineering On-Call Services is for a period of one year with an additional one year option to extend. Supplemental Agreements shall be prepared under this Agreement and scoped for individual project needs. Funding shall be from the individual projects.

Lease? NO Grant related? YES Public Works? YES

**Fiscal Impact**

Expense	\$ 100,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	VARIOUS
#	
#	
#	

**Approvals**

<b>Dept Head</b>	TWOHIG, KYLE
<b>Division Director</b>	TWOHIG, KYLE
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/22/21
<b>Council Sponsor</b>	Beggs

**Additional Approvals**

<b>Purchasing</b>	
<b>GRANTS, CONTRACTS &amp; PURCHASING</b>	BROWN, SKYLER

**Distribution List**

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kgoodman@spokanecity.org
jgraff@spokanecity.org
dbuller@spokanecity.org
don@e2cengineers.com; jsims@e2cengineers.com
ddaniels@spokanecity.org

## Briefing Paper PIES

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	On-Call Engineering Consultants
<b>Date:</b>	November 22, 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
<b>Background/History:</b> Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• A request for qualifications is being advertised for electrical engineering and landscape architecture in support of various public works projects designed by Engineering Services.</li> <li>• A review committee will evaluate the firms by qualifications. One or two firms will be selected for each discipline.</li> <li>• Engineering Services expects to bring three agreements to council for approval in early December.</li> <li>• Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.</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:	

# Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN or SSN Number	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

## Index of Exhibits

- Exhibit A      Scope of Work
- Exhibit B      DBE Participation
- Exhibit C      Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D      Prime Consultant Cost Computations
- Exhibit E      Sub-consultant Cost Computations
- Exhibit F      Title VI Assurances
- Exhibit G      Certification Documents
- Exhibit H      Liability Insurance Increase
- Exhibit I      Alleged Consultant Design Error Procedures
- Exhibit J      Consultant Claim Procedures

Agreement Number:

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## **I. General Description of Work**

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

## **II. General Scope of Work**

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

## **III. General Requirements**

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Agreement Number:

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

The CONSULTANT, on a monthly basis, is required to submit DBE Participation of the amounts paid to all DBE firms invoiced for this AGREEMENT.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name:  
Agency:  
Address:  
City:                      State:              Zip:  
Email:  
Phone:  
Facsimile:

If to CONSULTANT:

Name:  
Agency:  
Address:  
City:                      State:              Zip:  
Email:  
Phone:  
Facsimile:

#### **IV. Time for Beginning and Completion**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

Agreement Number:

## V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 ([www.ecfr.gov](http://www.ecfr.gov)).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E", will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fixed fee.

Agreement Number:



- B. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.

- F. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

Agreement Number:

## **VI. Sub-Contracting**

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

## **VII. Employment and Organizational Conflict of Interest**

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

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## VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

## IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

## **X. Changes of Work**

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

## **XI. Disputes**

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

## **XII. Legal Relations**

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

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to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated by the Parties.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

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### **XIII. Extra Work**

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

### **XIV. Endorsement of Plans**

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

### **XV. Federal Review**

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

### **XVI. Certification of the Consultant and the Agency**

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

### **XVII. Complete Agreement**

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

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## **XVIII. Execution and Acceptance**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

## **XIX. Protection of Confidential Information**

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

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The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

## **XX. Records Maintenance**

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

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For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.*

Agreement Number:

**Exhibit A**  
**Scope of Work**

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Project No.

Agreement Number:

**Exhibit B**  
**DBE Participation**

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Agreement Number:

**Preparation and Delivery of Electronic Engineering and Other Data**

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

B. Roadway Design Files

C. Computer Aided Drafting Files

Agreement Number:

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

F. Specify What Agency Furnished Services and Information Is to Be Provided

Agreement Number:

II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data

A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format



**Exhibit D**  
**Prime Consultant Cost Computations**

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Agreement Number:

# ***Exhibit E***

## ***Sub-consultant Cost Computations***

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There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Agreement Number:

# **Exhibit F**

## **Title VI Assurances**

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During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
  - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number:

**Exhibit G**  
**Certification Documents**

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- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of \_\_\_\_\_
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -  
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

## Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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Consultant (Firm Name)

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Signature (Authorized Official of Consultant)

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Date

Agreement Number:

## Exhibit G-1(b) Certification of

I hereby certify that I am the:

Other

of the \_\_\_\_\_, and  
or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the \_\_\_\_\_ and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Agreement Number:

## Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant 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 (3) year period preceding this proposal been convicted of 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental 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 (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:

## Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

---

Consultant (Firm Name)

---

Signature (Authorized Official of Consultant)

---

Date

Agreement Number:



## Exhibit G-4 Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_ \* are accurate, complete, and current as of \_\_\_\_\_ \*\*.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date of Execution\*\*\*:

\_\_\_\_\_  
\*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

\*\*Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

\*\*\*Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number:

# **Exhibit H**

## **Liability Insurance Increase**

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### **To Be Used Only If Insurance Requirements Are Increased**

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

Agreement Number:

# **Exhibit I**

## **Alleged Consultant Design Error Procedures**

---

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

### **Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager**

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

### **Step 2 Project Manager Documents the Alleged Consultant Design Error(s)**

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

### **Step 3 Contact the Consultant Regarding the Alleged Design Error(s)**

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

### **Step 4 Attempt to Resolve Alleged Design Error with Consultant**

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Agreement Number:

## **Step 5 Forward Documents to Local Programs**

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Agreement Number:

# **Exhibit J**

## **Consultant Claim Procedures**

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The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

### **Step 1 Consultant Files a Claim with the Agency Project Manager**

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

### **Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation**

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Agreement Number:

### **Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)**

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

### **Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation**

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

### **Step 5 Informing Consultant of Decision Regarding the Claim**

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

### **Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)**

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

Agreement Number:

### Professional Services Schedule

CLASSIFICATION	HOURLY RATE
Principal in Charge	\$165.00
Project Manager	\$140.00
Project Engineer	\$135.00
Electrical Designer	\$115.00
CADD Specialist	\$80.00
Project Administrator	\$90.00

Evans Engineering and Consulting hourly billing rates are subject to annual review and adjustment.

#### **TRAVEL**

The above rates include travel costs within the immediate area. Any travel required outside the Local Area is excluded and will be billed at cost plus 10% administration, and mileage will be charged at the prevailing IRS rate per mile.

#### **DIRECT REIMBURSABLE EXPENSES**

Outside services such as printing and reproduction, courier services, special mailing services, and other directly related costs will be billed at cost plus 10% administration unless negotiated otherwise in the contract.



*"Integrity, Honesty, and Open Communication...These are the effective tools to achieve a quality project"*

NADINE WOODWARD  
MAYOR



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

**2022-2023 RFQ –ELECTRICAL ENGINEERING  
FOR FEDERAL AID PROJECTS  
REQUEST FOR QUALIFICATIONS  
City of Spokane, Washington**

**DESCRIPTION:**     **ELECTRICAL ENGINEERING SERVICES FOR 2022-2023 FEDERAL  
AID PROJECTS**

**DUE DATE:**       **WEDNESDAY, DECEMBER 1, 2022**  
**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 electrical engineering.

## 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 comes from federal sources. Included in this RFQ and incorporated herein by reference is Attachment A “Federal Grant Funded Guidelines”. While not an exhaustive list, the Attachment titled “Federal Grant Funded Guidelines” contains more of the commonly encountered special terms and/or conditions.

## 1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about January 17, 2022 and to end on December 31, 2023 with an optional 1 year renewal to December 31, 2024.

## 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 tasks associated with electrical engineering both during design and construction. Sample types of tasks/project components include:

- Power system studies including arc flash analysis and coordination utilizing modeling, analysis and optimization software
- Lighting design and analysis including design for streets, parks and other facilities
- Power systems design
- Control system design including programmable logic controller (PLC) control panels and instrumentation for water and wastewater applications
- Control systems factory acceptance testing, site startup and troubleshooting
- Motor Control Center (MCC) design
- Utility service coordination
- Standby power generation system design

The following is a list of federal aid projects that may require electrical engineering during the design or construction phase. These projects constitute the entirety of the work to be included in the agreement that will result from this RFQ but note that it is known that many of the projects will not involve electrical engineering and, in fact, there is no guarantee that any of these projects will require electrical engineering.

12th Ave, Deer Heights to Flint  
1<sup>st</sup> Ave, Maple to Bernar  
4<sup>th</sup> Ave, Sunset to Maple  
Broadway, Cedar to Post  
Freya Street, Garland to Francis  
Havana Street, Sprague to Broadway  
Main Ave, Monroe to Browne  
Mallon Avenue, Monroe to Howard  
Ray-Thor St, 17th Ave to Hartson  
Riverside Ave, Monroe to Wall  
Sherman / 5th Traffic Signal  
Spokane Falls Blvd – Post to Division  
Wellesley Ave, Freya St to Havana St  
Whistalks Way - Government Way to River  
Division St. Pedestrian Hybrid Beacons  
Fish Lake Trail Phase 3b from Queen Lucas Lake to Fish Lake  
Fish Lake Trail – Centennial Trail Connection  
Millwood Trail, SCC to Felts Field  
Sunset Highway Bike Path - Royal to Deer Heights  
Freya / Palouse Hwy Roundabout  
Meadow Lane Rd. / 196 J-turn  
Nevada St. / Lincoln Rd. Intersection & Signal Improvements  
Garland Path - Shaw Middle School (SRTS)  
Driscoll-Alberta-Cochran Sidewalk

Market/Monroe/29<sup>th</sup> Grind/Overlay– NHS Asset Management  
 29th/Washington/Monroe Grind/Overlay – NHS Asset Management  
 Maple St. Bridge - Deck Repair  
 Washington/Stevens Bridges (3) - Deck Repair  
 Haven - Market to Market Grind/Overlay  
 Maple/Ash Chip Seal - NW Blvd. to Rowan  
 Greene-Carlisle PHB and Path  
 Bemiss Elem  
 Nevada-Joseph PHB

Estimated individual project fees are expected to range from approximately \$5,000 to \$50,000 and shall be negotiated for each project. Total expenditures over the two-year life of the agreement shall not exceed a total of \$300,000. Contract expenditure is an estimate only and is not guaranteed. The City does not guarantee that all work listed above 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

Issue Request for Qualifications	Week of 11-8-21
Proposals due	12-1-21
Evaluate Proposals	Week of 12-6-20
Conduct oral or phone interviews with finalists, if required	Week of 12-6-21
Announce selection, negotiate contract	Week of 12-6-21
City Council approval of contract	Weeks of 12-13-21 & 1-3-22
Contract signatures	Weeks of 1-3-22 & 1-10-22

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 – 2022-2023 Fed Aid On-Call Electrical Engineer”.

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.

### **3.11 INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

## **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 principals 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 described below.

Design and construction phase assistance for following types of tasks:

- Power system studies including arc flash analysis and coordination utilizing modeling, analysis and optimization software
- Lighting design and analysis including design for streets, parks and other facilities
- Power systems design
- Control system design including programmable logic controller (PLC) control panels and instrumentation for water and wastewater applications
- Control systems factory acceptance testing, site startup and troubleshooting
- Motor Control Center (MCC) design
- Utility service coordination
- Standby power generation system design

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 (not including City staff) 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.

In compliance funding agency rules, the City will select the top-scoring three ranked Firms as finalists for phone interviews. Commitments made at the phone interview, if any, will be considered binding.

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. 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 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.

## **6.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY 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.

## **6.6 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.

## **6.7 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.

## **6.8 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.

## **6.9 DOT APPROVED INDIRECT COST RATE**

The consultant selected as a result of this RFQ, and any subconsultants hired by the consultant, shall utilize a WSDOT Indirect Cost Rate (ICR) that is compliant with 48 CFR Part 31 of the Federal Acquisition Regulation (FAR), or has been approved through the Safe Harbor Indirect Cost Rate Pilot Program. More information can be found at the bottom of this web page:

<http://www.wsdot.wa.gov/LocalPrograms/LAG/CAI.htm>

## **7. GRANT REQUIREMENTS**

### **7.1 FEDERAL FUNDING**

This project may be funded by federal grant monies. Firms are warned to take into consideration applicable federal requirements in making their Proposal and performing the work. Part 7 "GRANT REQUIREMENTS" and Attachment "A" titled "Federal Grant Funded Guidelines" may be required if federal grant funding is used.

### **7.2 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.

### **7.3 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.

### **7.4 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.

### **7.5 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.

### **7.6 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.

### **7.7 FEDERAL FUNDING NONDISCRIMINATION**

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award..

## **8. RFQ ATTACHMENTS**

Attached to this RFQ and incorporated herein by reference are the following background documents:

1. Attachment “A” titled “Federal Grant Funded Guidelines”

## ATTACHMENT A

### FEDERAL GRANT FUNDED GUIDELINES

It is the Contractor's responsibility to comply with all state and federal laws in performing all tasks undertaken with this contract. All contracts awarded for this project shall contain the following provisions as applicable by Federal and State Law. Federal regulations are contained in the Code of Federal Regulations. The following sections are included for informational purposes, and are not professed to include all relevant laws. It is the contractor's responsibility to comply with all laws.

Contract Work Hours and Safety Standards Act (40 U.S.C 327-333) – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act, 1973, as Amended (29 U.S.C. 794). The Applicant must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation

(including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The Applicant shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a Proposal, are a necessary part of this process. Pursuant to these provisions, the Applicant must also submit environmental certifications to the Department when requesting that funds be released for the project. The Applicant must certify that the proposed project will not significantly impact the environment and that the Applicant has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

Noise Control, Chapter 70.107 RCW. The Applicant shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

Resource Conservation and Recovery Act. Agencies shall implement the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962). Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR Parts 247-253. State and local recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended)

Use of Recycled Paper: All reports prepared by the Contractor for delivery to the City or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

Workplace Listing: The Contractor will provide a list of all workplaces under this contract. The Contractor will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

Salary Rate: Salary rate (excluding overhead) paid to individual consultants retained by the City or by the Contractor's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the City will pay these in accordance with their normal travel reimbursement practices.

Anthony's Restaurant  
Modernization & Revitalization



Whitworth Water District  
Operations & Maintenance Facility



## Electrical Engineering Services for Federal Aid and Non Federal Aid Projects

Prepared for:



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

Date:

**December 1, 2021**

Prepared BY:



**E2C**  
**EVANS ENGINEERING  
AND CONSULTING, PLLC**

Licensed in WA, ID, OR, and MT  
(208) 262-9908 | [www.e2cengineers.com](http://www.e2cengineers.com)



Avista Utilities Fleet  
Maintenance Building



Rock Island Powerhouse  
HVAC Upgrades



December 1, 2021

City of Spokane Purchasing  
ATTN: Mr. Dan Buller  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201

**RE: 2022-2023 RFQ – Electrical Engineering for Federal Aid and Non Federal Aid Projects Request for Qualifications**

Dear Mr. Dan Buller:

Evans Engineering and Consulting, PLLC (E2C) is pleased to present our capabilities response to the City of Spokane for Electrical Engineering Services for Federal Aid and Non Federal Aid Projects.

Company Name:	Evans Engineering and Consulting, PLLC	
Point of Contacts:	Donald Evans, PE – Principal	Jennifer Sims – Operations Manager
Telephone Number:	(208) 262-1038	(208) 262-9908
Email:	<a href="mailto:don@e2cengineers.com">don@e2cengineers.com</a>	<a href="mailto:jsims@e2cengineers.com">jsims@e2cengineers.com</a>
Socioeconomic Status:	SBA 8(a) Certified and Small Disadvantaged Business	
Primary NAICS:	541330 – Engineering Services	

E2C has extensive experience with a wide range of electrical improvement projects from small-scale tenant improvements to large, complex hydroelectric facilities. Having an office centrally located in Post Falls, Idaho has afforded us the opportunity to participate in many projects throughout the greater Pacific Northwest. We have completed electrical engineering design of many remodel, repair, modernization, additions, assessment, and new construction projects for a variety of clients, including state and federal governments. Our exceptional team and business direct company culture afford us the ability to efficiently manage any project challenges and understand the unique role of each participant, from the client to each subcontractor to each project stakeholders.

E2C specializes in Power System Studies, power and emergency systems, lighting design and analysis, communication systems, security and access control, fire alarm system, and many other. Our core team members provide a diverse background that helps our team to be passionate about every project, maintain a high level of accuracy, and create long-lasting relationships with our clients. We strive to meet each objective and specific goals from project initiation through successful completion.

E2C is in full agreement and will comply with all terms and conditions set forth in this request for qualifications unless otherwise agreed by the City. Furthermore, we certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs nor we do not intend to contract with anyone who has been otherwise excluded from Federal Assistance programs. E2C will also comply with audit, financial, and insurance requirements and will supply documentation upon request.

On behalf of everyone at Evans Engineering and Consulting, we would like to thank you for your time and consideration of our firm. We look forward to an opportunity to further demonstrate our capabilities and expertise in Electrical Engineering Service project needs for the City of Spokane. Until then, if you have any questions or need any further information, please contact us at any time.

As Principal Engineer, I Donald Evans am authorized to sign this proposal and negotiate on behalf of Evans Engineering and Consulting, PLLC with the City of Spokane in connection with the Request for Qualifications.

Sincerely yours,



Donald R. Evans, Jr., P.E.

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*"Integrity, Honesty, and Open Communication...These are the effective tools to achieve a quality project"*

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### 4.3.1 FIRM'S QUALIFICATIONS & EXPERIENCE

Evans Engineering and Consulting (E2C) is a progressive and detail-oriented firm with a strong background in all aspects of Electrical Engineering Design. Located in the heart of the Pacific Northwest, our group is proud to have been a part of many projects that involve a conscious team effort of design, function, opportunity, and aesthetic presence that blends naturally with the environment.

Our growing team has a wide array of design experience and capabilities that allow us to complete any project with precision and professionalism. With a staff licensed in Idaho, Washington, Montana, and Oregon, we are knowledgeable of multi-jurisdiction requirements. E2C is also a licensed General Contractor capable of meeting a wide range of projects requirements.

At E2C, we believe every employee drives the company and are vital participants in the achievement of our goals. Our combined efforts translate into every electrical design or construction project we perform. Our accomplishments directly correlate to the success of our clients and having our owner's complete satisfaction is all part of working with us. We have demonstrated exceptional performance by providing outstanding customer service, and we understand that committing our best resources to this project is integral to meeting this important goal. **We are dedicated to exceeding your expectations and will deliver a final project with the highest possible quality for the best value and on schedule.**

Our company operates on the principles that integrity, honesty, and open communication are effective tools to achieve a quality project. We consistently strive for the success of every project by focusing on the individual needs of each project, providing complete and accurate deliverables, and meeting project schedules on time and on budget. Our quality control process throughout a project we have project milestones to review current project status and ensure measurable results for every project. This approach not only secures a quality project but also maintains our commitment to zero change orders or major design changes.

#### Core Competencies

**POWER SYSTEM DESIGN** – Low (120V-600V) and Medium Voltage (2400-15kV), Motor Control Centers, Switchboards and Switchgear, Service Entrance Equipment and Metering

**EMERGENCY POWER SYSTEM DESIGN** – Generators, Uninterrupted Power Source (UPS), Transfer Switches, Paralleled Systems

**LIGHTING DESIGN** – Code Compliant Building Interior and Exterior Lighting, Lighting Control Systems, Lighting Calculations and Renderings

**SECURITY AND ACCESS CONTROL DESIGN** – Closed-circuit Television (CCTV), Security and Access Control Systems, Correctional Perimeter Detection Systems

**FIRE ALARM SYSTEM DESIGN** – Zoned and Addressable Fire Alarm Systems, Campus and Network Designs

**COMMUNICATIONS SYSTEM DESIGN** – Building Voice and Data, Audio and Video Systems, Fiber Optic Backbone Cabling

**NURSE CALL SYSTEM DESIGN** – Local or Campus Design, Hospitals, Medical Centers, Health Care Facilities, Intercom and Paging Systems

**POWER SYSTEM STUDIES** – Short Circuit Analysis, Power System Coordination Studies, Arc Flash Hazard Analysis and PPE Requirements

**OTHER** – Project Management and Review, Construction Electrical Cost Estimating, Code Review and Analysis, Value Engineering, Utility Service Coordination, ADA Construction Design Services and Evaluation, Electrical System Modeling

## Certifications

- Washington State OMWBE – DBE/SBE Certification #D2W0024453
- Montana State DBE Certification #5072
- Idaho State DBE Certification
- WSDOT Safe Harbor Certification (ICR)
- SBA 8(a) Business Development Program

## Professional Registrations

- Washington Electronic Business Solution (WEBS)
- Washington State Department of Enterprise Service (DES)
- WSDOT Statewide Vendor
- System for Award Management (SAM)
- B2GNow – Diversity Management System
- MRSC Rosters

## Project Understanding & Approach

Our team's approach to completing this project is to be an integrated partner with all stakeholders. Our first priority is to better understand the needs and expectations of the Wastewater Treatment Plant staff, as well as the City of Wenatchee Public Works Department to gain a full understanding of the day-to-day operations and activities. We acknowledge that careful review and preparation are essential to maintaining operations. Our goal is to provide the least amount of disruption to daily operations while adhering to the project objectives. We believe that a proactive team approach involving all stakeholders is paramount to a victorious project.

**Project Kickoff** – We will conduct a project kickoff meeting to comprehend the overall project conception and direction. We know the value of fact gathering, understanding concept ideas, and identifying the client's budget constraints to provide the most efficient end product. With every project, we provide a preliminary investigation of existing systems, any possible limitations, and discussion items that may be of concern. We review all information available, including that of other disciplines, to achieve an encompassing view of the project before we begin. Often this rewards us with a deeper understanding of the project and an ability to discuss forecasting ideas from our research. We use this 'best team' approach to get a project off to a streamlined start. We feel effective communication and coordination are key items to a project's success.

**Schematic Design** – During the initial design stages, we try to incorporate not only the initial design concepts and ideas but also to "think outside the box" for alternative options or solutions to accomplish specific objectives and goals. By gathering as much preliminary information as possible in the review documents, including delving into the history of the situation, we can address important issues as early as possible while soliciting invaluable input from all team members and stakeholders. We have discovered the schematic design stage of a project is the time to look ahead, not only to avoid possible pitfalls but to consider superior solutions or innovative ideas within the

early planning stages. We methodically begin working toward defining project goals, objectives, and identifying components based on code requirements and equipment options while initiating preliminary calculations and expected requirements.

**Design Development** – At this stage, we incorporate all items and established solutions into a project design package. We develop a checklist of each project and systematically guarantee all concepts of a project are incorporated, all while ensuring compliance with all code requirements. We pride ourselves on using system models that share a common database of design information to safeguard all aspects of design team drawings that are bonded together to create a complete and cohesive plan. We see this as a terrific tool to avoid inconsistencies in the project information. This also allows us to crosscheck the accuracy of vital information included in the initial drawing documentation, outline specifications, and initial construction estimate provided at this stage.

**Construction Documents** – During the CD phase, focus will be placed on providing clear, concise communication of construction requirements, meeting all project requirements, and synchronize final drawing review and coordination of the entire construction drawing package. This will include preparing final construction bid documents, final project specifications, and preparation of final construction estimate. Finally, teaming meetings are scheduled to make certain all last-minute details and design selections are put in place prior to the issue of final bid documents.

**Construction Administration** – This critical stage is often neglected. We realize the value of excellent coordination between contractor and engineer as we both have the same objective. We also understand the value of communication and we demonstrate that by clearly and openly working with contractors to aid them by providing quick responses to RFIs, submittals, and respond professionally and efficiently to unforeseen issues. We are readily available for any clarification as needed helps to ensure design quality and to keep the project on track. At the same time, we expect all involved to meet a high level of quality.

**Closeout** – At project completion, the project team will review the final construction on-site to certify all work has been fulfilled to the project requirements and all documentation is complete and accurate. Precise and thorough closeout documentation can be of great value in any future projects that may occur. We feel this is the only acceptable way to complete a project.

## 4.3.2 QUALIFICATIONS OF KEY PERSONNEL

### DONALD R. EVANS JR., PE | Principal Engineer



23 years in the electronics and electrical engineering industries, Don has been the lead engineer for many electrical system designs of new and remodel projects. Design experience includes: site service, electrical system design, lighting design, low voltage electronics systems, and correctional facility perimeter detection systems. He also has extensive experience in performing electrical system analysis, short circuit studies, load flow analysis, and selective coordination studies for power systems.

#### COMPANY

Evans Engineering and Consulting, PLLC, Owner

#### CREDENTIALS

Licensed Electrical Engineer:  
ID, WA, MT, OR

#### ORGANIZATIONS

National Society of Professional Engineers (NSPE)

Idaho Society of Professional Engineers (ISPE)

Institute of Electrical and Electronics Engineers (IEEE)

#### EDUCATION

Bachelor of Science Electrical Engineering, Gonzaga University (2006)

#### PROFESSIONAL EXPERIENCE

Total Years in Electrical Engineering: 23

#### *Representative Projects:*

- REC Solar Grade Silicon, K108 Silane Compressor Building, Moses Lake, WA
- REC Solar Grade Silicon, K108 Maintenance Building, Moses Lake, WA
- REC Solar Grade Silicon, K305 Silane Compressor Building, Moses Lake, WA
- Pangborn Airport Expansion Phase 1, Wenatchee, WA
- Douglas County Hearing Room, Waterville, WA
- Grant County PUD Ephrata Facilities Shop, Ephrata, WA
- Wanapum Dam Maintenance Center Remodel, Beverly, WA
- Wanapum Heritage Center Lighting Controls, Beverly, WA
- Wanapum Dam HED Offices, Beverly, WA
- Wanapum HOB Offices AV additions, Beverly, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 1, Malaga, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 2, Malaga, WA
- Rocky Reach Dam HVAC Improvements, East Wenatchee, WA
- Priest Rapids Dam, T&G Facility, Mattawa, WA
- Priest Rapids Sewage Renovations, Mattawa, WA
- Lincoln County Mechanics Shop, Davenport, WA
- Grant County Archeology Lab, Beverly, WA
- Grant County Ephrata HQ Offices, Ephrata, WA
- Grant County Ephrata HVAC Upgrades, Ephrata, WA
- Grant County Ephrata Warehouse upgrades, Ephrata, WA
- Grant County Fueling System Monitoring, Moses Lake, WA
- Grant County Fueling System Monitoring, Ephrata, WA
- Grant County Warehouse Block Heaters, Moses Lake, WA
- Grant County Public Works, Road District #2 Shop Facility, Moses Lake, WA
- Carlton Fish Hatchery additions, Carlton, WA
- Clearwater Paper Mill, Grounding, Lewiston, ID
- Wenatchee Federal Courthouse, FA System Replacement, Wenatchee, WA
- USDA ARS Electrical Improvements, Wenatchee, WA

## COLLIN DIEDIKER | Electrical Engineer



Collin has a Bachelor of Science in Electrical and Electronics Engineering. His experience includes mechanical and electrically-driven systems, electrical installation and testing, and software programming for autonomous operation. He also has an understanding of designing compressor stations and ESD control systems, preparing budgets for lighting and power options, and calculating loads and power requirements for a variety of electrical systems.

### COMPANY

Evans Engineering and Consulting, PLLC

### CREDENTIALS

Licensed Electrical Engineer-In-Training  
License: 37476

### EDUCATION

Bachelor of Science Electrical Engineering, Eastern Washington University (2019)

### PROFESSIONAL

#### EXPERIENCE

Total Years in Electrical Engineering: 3

### *Representative Projects:*

- Gas-Transmission Northwest Pipeline System Compressor Station 3 Automation Upgrades and GTN Xpress Compressor Upgrades Station 3 Eastport, ID
- GTN Pipeline System CS4-Automation Upgrades Sandpoint, ID
- GTN Pipeline System CS5-Automation Upgrades and GTN Xpress Compressor Upgrades Station 5 Athol, ID
- GTN Pipeline System CS6-Automation Upgrades Rosalia, OR
- Dworshak Dam-40T Gantry Crane Replacement Ahsahka, IDGTN Pipeline System CS7-Automation Upgrades and GTN Xpress Compressor Upgrades Station 7 Starbuck, WA
- GTN Pipeline System CS10-Fuel Gas Conditioning and GTN Xpress Compressor Upgrades Station 10 Kent, OR
- Big Bend Dam-Gantry Crane Replacement Lyman Counties, SD
- Boundary Dam-250T Bridge Cranes Replacement Upgrades Metaline, WA.
- Rock Island Dam-30T Gantry Replacement Chelan, WA.
- GTN Pipeline System CS12 Automation Upgrades Bend, OR
- GTN Pipeline System CS13 Fuel Gas Conditioning and Seal Gas Upgrades Chemult, OR
- GTN Xpress Compressor Upgrades Station 14 Bonanza, OR
- Northern Border Pipeline System Fuel Gas Conditioning Upgrades St. Anthony, ID
- NBX Pipeline System-Compressor Station Upgrades Ehrenberg, AZ
- Tracy Delivery-Meter Station Upgrades Reno, NV
- Coyote Ridge Corrections Center-Security Electronics Upgrade Connell, WA.
- Benton County Juvenile Center-Security Electronics Upgrade Kennewick, WA.

Collin will offer excellent communication and interpersonal skills with clients and management to maintain positive internal and external relationships. He is adept at readily gathering and translating complex requirements into viable solutions through teamwork and collaboration to confidently take a project from conception to commissioning.

He is highly knowledgeable about engineering methodologies and principles with a strong background in arc flash analysis. He has experience with providing design of PLC controls and network communication for security electronics. This may include fiber/cat6 design, camera layout, intercoms, remote I/O, access controls and backup power for the entire site.

He is consistently striving to improve by streamlining ideas for overall efficiency of the project. He will help identify any constraints head on and possess a more holistic approach.

Collin will perform condition assessments of electrical systems in accordance with inspection protocols, state and local regulations and field investigation of electrical systems ensures conformance to design and equipment specifications by examining installations and observing operations.

## ERIC HAMMOND | Project Manager/Designer



Eric displays active communication, keen planning, and hones responsibility to implement and formulate strategies for over project execution and success. Eric has exceptional exposure and experience as a project manager and electrical designer in the electrical engineering and consulting industry. Interfacing daily with electrical engineering teams, including architects, mechanical engineers, and owners. He is knowledgeable in lighting and controls, audio/video systems, and fire alarm systems, with a strong foundation and execution of CAD/BIM software.

### COMPANY

Evans Engineering and Consulting, PLLC

### EDUCATION

Associate of Applied Science  
Architectural Technology,  
Spokane Community College  
(2015)

### PROFESSIONAL EXPERIENCE

Total Years Drafting: 6

### *Representative Projects:*

- USDA ARS Service Changeover, Wenatchee, WA
- USDA Forest Service Greenhouse Replacement, Coeur d'Alene, ID
- Othello HAWK Crossing Improvements, Othello, WA
- Wanapum Heritage Center, Power System Study, Mattawa, WA
- Wanapum Indian Village Longhouse Power System Study, Mattawa, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 1, Malaga, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 2, Malaga, WA
- Rocky Reach Dam HVAC Improvements, East Wenatchee, WA
- Grant County Ephrata HQ Cooling Tower, Ephrata, WA
- RDO Equipment Facility, Moses Lake, WA
- Genie Equipment Test Cycle Building, Moses Lake, WA
- SCC Maintenance, Operations, and Security Building, Spokane, WA
- Spokane International Airport Rail-Truck Transload Facility, Spokane, WA
- Spokane International Airport, Chiller Upgrade, Spokane, WA
- Spokane International Airport, Trafficking Phones, Spokane, WA
- Coeur d'Alene Airport, Electrical Improvements, Coeur d'Alene, ID
- 5<sup>th</sup> & Cedar Mixed-Use Building, Sandpoint, ID
- Dayton Assisted Living Facility, Dayton, WA
- Oakesdale Water SCADA System, Oakesdale, WA
- Latah Creek Clubhouse, Spokane, WA
- Horizon Credit Union, UPS Replacement, Spokane, WA
- HZCU Headquarters RTU Replacement, Spokane Valley, WA
- Numerica Credit Union, Wenatchee, WA
- Numerica Credit Union, Pasco, WA
- Canopy Credit Union, Spokane, WA
- PIPL Office Building, Post Falls, ID
- Lakeland Village Nurse Call Upgrades, Medical Lake, WA
- Mountain Lake Dental Office, Sandpoint, ID
- Lakeland Village Nurse Call Upgrades, Medical Lake, WA
- Liberty Creek Elementary School, Spokane, WA
- Chester Elementary School, Spokane Valley, WA
- Greenacres Elementary School, Spokane Valley, WA



### 4.3.3 REFERENCES



Client: Grant County Public Utility District  
Point of Contact: Gregory S Keyes,  
Electrical Engineers, PE  
Telephone Number: (509) 754-5088, Extension 2656  
Email: [gkeyes@gcpud.org](mailto:gkeyes@gcpud.org)



Client: Bernardo Wills Architects  
Point of Contact: Robert Pace, AIA, LEED AP  
Telephone Number: (509) 838-4511  
Email: [rpace@bwarch.com](mailto:rpace@bwarch.com)



Client: Dumais Romans, Inc.  
Point of Contact: Guy Dumais, PE  
Telephone Number: (509) 93-8646  
Email: [guy@dumaisromans.com](mailto:guy@dumaisromans.com)

### 4.3.4 CONTRACT LIST

Project: **Grant County PUD Ephrata Headquarters Power System Studies**

Contract Reference Number: **205134-001002**

Period of Performance: 06/21-Current

Contact Person(s): Robert Pace, AIA, LEED AP: [rpace@bwarch.com](mailto:rpace@bwarch.com), 509-838-4511.

Brief Project Description: Power System Studies including Arc Flash Analysis performed.

Project: **Wanapum Indian Village Short Circuit and Arc Flash Hazard Analysis**

Contract Reference Number: **20-201C**

Period of Performance: 03/21-10/21

Contact Person(s): Robert Pace, AIA, LEED AP: [rpace@bwarch.com](mailto:rpace@bwarch.com), 509-838-4511.

Brief Project Description: New System Service, Fiber Optic and Communications Service, Site and Exterior Lighting, Site Security, Access Control and CCTV Systems, and Power System Studies including Arc Flash Analysis were performed.

Project: **Spokane International Airport Roadway and Parking Lighting Study**

Contract Reference Number: **190636**

Period of Performance: 07/21-10/21

Contact Person(s): Aaron Buob, C.M. Aviation Project Manager: [ABuob@to-engineers.com](mailto:ABuob@to-engineers.com), 509-319-2584.

Brief Project Description: Lighting Design and Analysis performed.

Project: **Spokane International Airport Rail-Truck Transload Facility**

Contract Reference Number: **1900230**

Period of Performance: 08/20-10/21

Contact Person(s): Bekah Osterhaus, P.E: [bekah.osterhaus@kpff.com](mailto:bekah.osterhaus@kpff.com), 253-223-0498.

Brief Project Description: Lighting Design and Analysis, Power System Design, Utility Service Coordination performed.

Project: **USFS Coeur d' Alene Nursery Greenhouse**

Contract Reference Number: **12034319C0054**

Period of Performance: 02/20-09/21

Contact Person(s): Stephanie Koch, PLA, Project Manager: [mailto:skoch@verdisnw.com](mailto:mailto:skoch@verdisnw.com), 208-667-1214 x 107.

Brief Project Description: Standby Power Generation System Design, Lighting Design and Analysis, Power System Design, and Utility Service Coordination Performed.

Project: **Oakesdale Water Improvements**

Contract Reference Number: **210617**

Period of Performance: 04/21-10/21

Contact Person(s): Steven Marsh, P.E, Vice President/Regional Manager:  
[Steven.Marsh@tdhengineering.com](mailto:Steven.Marsh@tdhengineering.com), 509-622-2888.

Brief Project Description: Control System Design, Control Systems Factory Acceptance Testing and Start Up performed.

## 4.3.5 CONTRACT TERMINATION

Evans Engineering and Consulting has **not** had a contract terminated for default in the last five (5) years.



**Agenda Sheet for City Council Meeting of:**  
01/10/2022

<b>Date Rec'd</b>	12/21/2021
<b>Clerk's File #</b>	OPR 2022-0014
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2022060
<b>Bid #</b>	
<b>Requisition #</b>	MASTER

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 625-6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 – EVANS ENGINEERING ON CALL SERVICES CONTRACT 2022-2023

**Agenda Wording**

Consultant Agreement with Evans Engineering & Consulting, PLLC, (Post Falls, ID) for Electrical Engineering On-Call Services for 2022-2023 - Non-Federal Aid Projects for an amount not to exceed \$150,000.00. (Various Neighborhood Councils)

**Summary (Background)**

This Consultant Agreement for Electrical Engineering 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? YES Public Works? YES

**Fiscal Impact**

Expense	\$ 150,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	VARIOUS
#	
#	
#	

**Approvals**

<b>Dept Head</b>	TWOHIG, KYLE
<b>Division Director</b>	TWOHIG, KYLE
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/22/21
<b>Council Sponsor</b>	Beggs

**Additional Approvals**

<b>Purchasing</b>		jgraff@spokanecity.org
<b>GRANTS, CONTRACTS &amp; PURCHASING</b>	BROWN, SKYLER	ddaniels@spokanecity.org
		dbuller@spokanecity.org
		don@e2cengineers.com; jsims@e2cengineers.com

## Briefing Paper PIES

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	On-Call Engineering Consultants
<b>Date:</b>	November 22, 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
<b>Background/History:</b> Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• A request for qualifications is being advertised for electrical engineering and landscape architecture in support of various public works projects designed by Engineering Services.</li> <li>• A review committee will evaluate the firms by qualifications. One or two firms will be selected for each discipline.</li> <li>• Engineering Services expects to bring three agreements to council for approval in early December.</li> <li>• Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.</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**  
**CONSULTANT AGREEMENT**  
**Title: ELECTRICAL ENGINEERING SERVICES FOR 2022-2023**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as (“City”), a Washington municipal corporation, and **EVANS ENGINEERING CONSULTING, PLLC**, whose address is 1810 East Shneidmiller Avenue, Suite 221, Post Falls, Idaho 83854 as (“Consultant”), individually hereafter referenced as a “party”, and together as the “parties”.

*WHEREAS, the purpose of this Agreement is to provide **ELECTRICAL ENGINEERING SERVICES FOR 2022-2023** for the City; and*

*WHEREAS, the Consultant was selected through a Request for Qualification 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 January 24, 2022, and ends on December 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 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 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.

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.**

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00)**, 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. **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.
- E. **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.

#### **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 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.

## **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 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.

### **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 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.

**EVANS ENGINEERING CONSULTING, PLLC**

**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 – City's Request for Qualifications

**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**



NADINE WOODWARD  
MAYOR



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

**2022-2023 RFQ –ELECTRICAL ENGINEERING  
FOR NON FED AID PROJECTS  
REQUEST FOR QUALIFICATIONS  
City of Spokane, Washington**

**DESCRIPTION:**     **ELECTRICAL ENGINEERING SERVICES FOR 2022-2023 NON FED  
AID PROJECTS**

**DUE DATE:**       **WEDNESDAY, DECEMBER 1, 2022**  
**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 electrical engineering.

## 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 comes from federal sources. Included in this RFQ and incorporated herein by reference is Attachment A “Federal Grant Funded Guidelines”. While not an exhaustive list, the Attachment titled “Federal Grant Funded Guidelines” contains more of the commonly encountered special terms and/or conditions.

## 1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about January 17, 2022 and to end on December 31, 2023 with an optional 1 year renewal to December 31, 2024.

## 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 tasks associated with electrical engineering both during design and construction. Sample types of tasks/project components include:

- Power system studies including arc flash analysis and coordination utilizing modeling, analysis and optimization software
- Lighting design and analysis including design for streets, parks and other facilities
- Power systems design
- Control system design including programmable logic controller (PLC) control panels and instrumentation for water and wastewater applications
- Control systems factory acceptance testing, site startup and troubleshooting
- Motor Control Center (MCC) design
- Utility service coordination
- Standby power generation system design

Estimated individual project fees are expected to range from approximately \$5,000 to \$50,000 and shall be negotiated for each project. Total expenditures over the two-year life of the agreement shall not exceed a total of \$300,000. Contract expenditure is an estimate only and is not guaranteed. The City does not guarantee that all work listed above 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

Issue Request for Qualifications	Week of 11-8-21
Proposals due	12-1-21
Evaluate Proposals	Week of 12-6-20

Conduct oral or phone interviews with finalists, if required	Week of 12-6-21
Announce selection, negotiate contract	Week of 12-6-21
City Council approval of contract	Weeks of 12-13-21 & 1-3-22
Contract signatures	Weeks of 1-3-22 & 1-10-22

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 – 2022-2023 Non Fed Aid On-Call Electrical Engineer”.

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.

### **3.11 INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

## **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 described below.

Design and construction phase assistance for following types of tasks:

- Power system studies including arc flash analysis and coordination utilizing modeling, analysis and optimization software
- Lighting design and analysis including design for streets, parks and other facilities
- Power systems design
- Control system design including programmable logic controller (PLC) control panels and instrumentation for water and wastewater applications

- Control systems factory acceptance testing, site startup and troubleshooting
  - Motor Control Center (MCC) design
  - Utility service coordination
  - Standby power generation system design
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 (not including City staff) 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. 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 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.

## **6.5 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.

## **6.6 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.

## **6.7 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.

## **6.8 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.

## **7. GRANT REQUIREMENTS**

### **7.1 FEDERAL FUNDING**

This project may be funded by federal grant monies (generally non-FHWA federal sources). Firms are warned to take into consideration applicable federal requirements in making their Proposal and performing the work. Part 7 "GRANT REQUIREMENTS" and Attachment "A" titled "Federal Grant Funded Guidelines" may be required if federal grant funding is used.

### **7.2 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.

### **7.3 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.

### **7.4 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.

### **7.5 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.

### **7.6 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.

### **7.7 FEDERAL FUNDING NONDISCRIMINATION**

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award..

## **8. RFQ ATTACHMENTS**

Attached to this RFQ and incorporated herein by reference are the following background documents:

- 1.** Attachment “A” titled “Federal Grant Funded Guidelines”

## ATTACHMENT A

### FEDERAL GRANT FUNDED GUIDELINES

It is the Contractor's responsibility to comply with all state and federal laws in performing all tasks undertaken with this contract. All contracts awarded for this project shall contain the following provisions as applicable by Federal and State Law. Federal regulations are contained in the Code of Federal Regulations. The following sections are included for informational purposes, and are not professed to include all relevant laws. It is the contractor's responsibility to comply with all laws.

Contract Work Hours and Safety Standards Act (40 U.S.C 327-333) – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act, 1973, as Amended (29 U.S.C. 794). The Applicant must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation

(including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The Applicant shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a Proposal, are a necessary part of this process. Pursuant to these provisions, the Applicant must also submit environmental certifications to the Department when requesting that funds be released for the project. The Applicant must certify that the proposed project will not significantly impact the environment and that the Applicant has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

Noise Control, Chapter 70.107 RCW. The Applicant shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

Resource Conservation and Recovery Act. Agencies shall implement the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962). Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR Parts 247-253. State and local recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended)

Use of Recycled Paper: All reports prepared by the Contractor for delivery to the City or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

Workplace Listing: The Contractor will provide a list of all workplaces under this contract. The Contractor will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

Salary Rate: Salary rate (excluding overhead) paid to individual consultants retained by the City or by the Contractor's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the City will pay these in accordance with their normal travel reimbursement practices.

Anthony's Restaurant  
Modernization & Revitalization



Whitworth Water District  
Operations & Maintenance Facility



## Electrical Engineering Services for Federal Aid and Non Federal Aid Projects

Prepared for:



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

Date:

**December 1, 2021**

Prepared BY:



**E2C**  
**EVANS ENGINEERING  
AND CONSULTING, PLLC**

Licensed in WA, ID, OR, and MT  
(208) 262-9908 | [www.e2cengineers.com](http://www.e2cengineers.com)



Avista Utilities Fleet  
Maintenance Building



Rock Island Powerhouse  
HVAC Upgrades

December 1, 2021

City of Spokane Purchasing  
ATTN: Mr. Dan Buller  
808 W. Spokane Falls Blvd.  
Spokane, Washington 99201

**RE: 2022-2023 RFQ – Electrical Engineering for Federal Aid and Non Federal Aid Projects Request for Qualifications**

Dear Mr. Dan Buller:

Evans Engineering and Consulting, PLLC (E2C) is pleased to present our capabilities response to the City of Spokane for Electrical Engineering Services for Federal Aid and Non Federal Aid Projects.

Company Name:	Evans Engineering and Consulting, PLLC	
Point of Contacts:	Donald Evans, PE – Principal	Jennifer Sims – Operations Manager
Telephone Number:	(208) 262-1038	(208) 262-9908
Email:	<a href="mailto:don@e2cengineers.com">don@e2cengineers.com</a>	<a href="mailto:jsims@e2cengineers.com">jsims@e2cengineers.com</a>
Socioeconomic Status:	SBA 8(a) Certified and Small Disadvantaged Business	
Primary NAICS:	541330 – Engineering Services	

E2C has extensive experience with a wide range of electrical improvement projects from small-scale tenant improvements to large, complex hydroelectric facilities. Having an office centrally located in Post Falls, Idaho has afforded us the opportunity to participate in many projects throughout the greater Pacific Northwest. We have completed electrical engineering design of many remodel, repair, modernization, additions, assessment, and new construction projects for a variety of clients, including state and federal governments. Our exceptional team and business direct company culture afford us the ability to efficiently manage any project challenges and understand the unique role of each participant, from the client to each subcontractor to each project stakeholders.

E2C specializes in Power System Studies, power and emergency systems, lighting design and analysis, communication systems, security and access control, fire alarm system, and many other. Our core team members provide a diverse background that helps our team to be passionate about every project, maintain a high level of accuracy, and create long-lasting relationships with our clients. We strive to meet each objective and specific goals from project initiation through successful completion.

E2C is in full agreement and will comply with all terms and conditions set forth in this request for qualifications unless otherwise agreed by the City. Furthermore, we certify that we have not been debarred, suspended, ineligible for, or otherwise excluded from participation in Federal Assistance programs nor we do not intend to contract with anyone who has been otherwise excluded from Federal Assistance programs. E2C will also comply with audit, financial, and insurance requirements and will supply documentation upon request.

On behalf of everyone at Evans Engineering and Consulting, we would like to thank you for your time and consideration of our firm. We look forward to an opportunity to further demonstrate our capabilities and expertise in Electrical Engineering Service project needs for the City of Spokane. Until then, if you have any questions or need any further information, please contact us at any time.

As Principal Engineer, I Donald Evans am authorized to sign this proposal and negotiate on behalf of Evans Engineering and Consulting, PLLC with the City of Spokane in connection with the Request for Qualifications.

Sincerely yours,



Donald R. Evans, Jr., P.E.

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*"Integrity, Honesty, and Open Communication...These are the effective tools to achieve a quality project"*



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### 4.3.1 FIRM'S QUALIFICATIONS & EXPERIENCE

Evans Engineering and Consulting (E2C) is a progressive and detail-oriented firm with a strong background in all aspects of Electrical Engineering Design. Located in the heart of the Pacific Northwest, our group is proud to have been a part of many projects that involve a conscious team effort of design, function, opportunity, and aesthetic presence that blends naturally with the environment.

Our growing team has a wide array of design experience and capabilities that allow us to complete any project with precision and professionalism. With a staff licensed in Idaho, Washington, Montana, and Oregon, we are knowledgeable of multi-jurisdiction requirements. E2C is also a licensed General Contractor capable of meeting a wide range of projects requirements.

At E2C, we believe every employee drives the company and are vital participants in the achievement of our goals. Our combined efforts translate into every electrical design or construction project we perform. Our accomplishments directly correlate to the success of our clients and having our owner's complete satisfaction is all part of working with us. We have demonstrated exceptional performance by providing outstanding customer service, and we understand that committing our best resources to this project is integral to meeting this important goal. **We are dedicated to exceeding your expectations and will deliver a final project with the highest possible quality for the best value and on schedule.**

Our company operates on the principles that integrity, honesty, and open communication are effective tools to achieve a quality project. We consistently strive for the success of every project by focusing on the individual needs of each project, providing complete and accurate deliverables, and meeting project schedules on time and on budget. Our quality control process throughout a project we have project milestones to review current project status and ensure measurable results for every project. This approach not only secures a quality project but also maintains our commitment to zero change orders or major design changes.

#### Core Competencies

**POWER SYSTEM DESIGN** – Low (120V-600V) and Medium Voltage (2400-15kV), Motor Control Centers, Switchboards and Switchgear, Service Entrance Equipment and Metering

**EMERGENCY POWER SYSTEM DESIGN** – Generators, Uninterrupted Power Source (UPS), Transfer Switches, Paralleled Systems

**LIGHTING DESIGN** – Code Compliant Building Interior and Exterior Lighting, Lighting Control Systems, Lighting Calculations and Renderings

**SECURITY AND ACCESS CONTROL DESIGN** – Closed-circuit Television (CCTV), Security and Access Control Systems, Correctional Perimeter Detection Systems

**FIRE ALARM SYSTEM DESIGN** – Zoned and Addressable Fire Alarm Systems, Campus and Network Designs

**COMMUNICATIONS SYSTEM DESIGN** – Building Voice and Data, Audio and Video Systems, Fiber Optic Backbone Cabling

**NURSE CALL SYSTEM DESIGN** – Local or Campus Design, Hospitals, Medical Centers, Health Care Facilities, Intercom and Paging Systems

**POWER SYSTEM STUDIES** – Short Circuit Analysis, Power System Coordination Studies, Arc Flash Hazard Analysis and PPE Requirements

**OTHER** – Project Management and Review, Construction Electrical Cost Estimating, Code Review and Analysis, Value Engineering, Utility Service Coordination, ADA Construction Design Services and Evaluation, Electrical System Modeling

## Certifications

- Washington State OMWBE – DBE/SBE Certification #D2W0024453
- Montana State DBE Certification #5072
- Idaho State DBE Certification
- WSDOT Safe Harbor Certification (ICR)
- SBA 8(a) Business Development Program

## Professional Registrations

- Washington Electronic Business Solution (WEBS)
- Washington State Department of Enterprise Service (DES)
- WSDOT Statewide Vendor
- System for Award Management (SAM)
- B2GNow – Diversity Management System
- MRSC Rosters

## Project Understanding & Approach

Our team's approach to completing this project is to be an integrated partner with all stakeholders. Our first priority is to better understand the needs and expectations of the Wastewater Treatment Plant staff, as well as the City of Wenatchee Public Works Department to gain a full understanding of the day-to-day operations and activities. We acknowledge that careful review and preparation are essential to maintaining operations. Our goal is to provide the least amount of disruption to daily operations while adhering to the project objectives. We believe that a proactive team approach involving all stakeholders is paramount to a victorious project.

**Project Kickoff** – We will conduct a project kickoff meeting to comprehend the overall project conception and direction. We know the value of fact gathering, understanding concept ideas, and identifying the client's budget constraints to provide the most efficient end product. With every project, we provide a preliminary investigation of existing systems, any possible limitations, and discussion items that may be of concern. We review all information available, including that of other disciplines, to achieve an encompassing view of the project before we begin. Often this rewards us with a deeper understanding of the project and an ability to discuss forecasting ideas from our research. We use this 'best team' approach to get a project off to a streamlined start. We feel effective communication and coordination are key items to a project's success.

**Schematic Design** – During the initial design stages, we try to incorporate not only the initial design concepts and ideas but also to "think outside the box" for alternative options or solutions to accomplish specific objectives and goals. By gathering as much preliminary information as possible in the review documents, including delving into the history of the situation, we can address important issues as early as possible while soliciting invaluable input from all team members and stakeholders. We have discovered the schematic design stage of a project is the time to look ahead, not only to avoid possible pitfalls but to consider superior solutions or innovative ideas within the

early planning stages. We methodically begin working toward defining project goals, objectives, and identifying components based on code requirements and equipment options while initiating preliminary calculations and expected requirements.

**Design Development** – At this stage, we incorporate all items and established solutions into a project design package. We develop a checklist of each project and systematically guarantee all concepts of a project are incorporated, all while ensuring compliance with all code requirements. We pride ourselves on using system models that share a common database of design information to safeguard all aspects of design team drawings that are bonded together to create a complete and cohesive plan. We see this as a terrific tool to avoid inconsistencies in the project information. This also allows us to crosscheck the accuracy of vital information included in the initial drawing documentation, outline specifications, and initial construction estimate provided at this stage.

**Construction Documents** – During the CD phase, focus will be placed on providing clear, concise communication of construction requirements, meeting all project requirements, and synchronize final drawing review and coordination of the entire construction drawing package. This will include preparing final construction bid documents, final project specifications, and preparation of final construction estimate. Finally, teaming meetings are scheduled to make certain all last-minute details and design selections are put in place prior to the issue of final bid documents.

**Construction Administration** – This critical stage is often neglected. We realize the value of excellent coordination between contractor and engineer as we both have the same objective. We also understand the value of communication and we demonstrate that by clearly and openly working with contractors to aid them by providing quick responses to RFIs, submittals, and respond professionally and efficiently to unforeseen issues. We are readily available for any clarification as needed helps to ensure design quality and to keep the project on track. At the same time, we expect all involved to meet a high level of quality.

**Closeout** – At project completion, the project team will review the final construction on-site to certify all work has been fulfilled to the project requirements and all documentation is complete and accurate. Precise and thorough closeout documentation can be of great value in any future projects that may occur. We feel this is the only acceptable way to complete a project.

## 4.3.2 QUALIFICATIONS OF KEY PERSONNEL

### DONALD R. EVANS JR., PE | Principal Engineer



23 years in the electronics and electrical engineering industries, Don has been the lead engineer for many electrical system designs of new and remodel projects. Design experience includes: site service, electrical system design, lighting design, low voltage electronics systems, and correctional facility perimeter detection systems. He also has extensive experience in performing electrical system analysis, short circuit studies, load flow analysis, and selective coordination studies for power systems.

#### COMPANY

Evans Engineering and Consulting, PLLC, Owner

#### CREDENTIALS

Licensed Electrical Engineer:  
ID, WA, MT, OR

#### ORGANIZATIONS

National Society of Professional Engineers (NSPE)

Idaho Society of Professional Engineers (ISPE)

Institute of Electrical and Electronics Engineers (IEEE)

#### EDUCATION

Bachelor of Science Electrical Engineering, Gonzaga University (2006)

#### PROFESSIONAL EXPERIENCE

Total Years in Electrical Engineering: 23

#### *Representative Projects:*

- REC Solar Grade Silicon, K108 Silane Compressor Building, Moses Lake, WA
- REC Solar Grade Silicon, K108 Maintenance Building, Moses Lake, WA
- REC Solar Grade Silicon, K305 Silane Compressor Building, Moses Lake, WA
- Pangborn Airport Expansion Phase 1, Wenatchee, WA
- Douglas County Hearing Room, Waterville, WA
- Grant County PUD Ephrata Facilities Shop, Ephrata, WA
- Wanapum Dam Maintenance Center Remodel, Beverly, WA
- Wanapum Heritage Center Lighting Controls, Beverly, WA
- Wanapum Dam HED Offices, Beverly, WA
- Wanapum HOB Offices AV additions, Beverly, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 1, Malaga, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 2, Malaga, WA
- Rocky Reach Dam HVAC Improvements, East Wenatchee, WA
- Priest Rapids Dam, T&G Facility, Mattawa, WA
- Priest Rapids Sewage Renovations, Mattawa, WA
- Lincoln County Mechanics Shop, Davenport, WA
- Grant County Archeology Lab, Beverly, WA
- Grant County Ephrata HQ Offices, Ephrata, WA
- Grant County Ephrata HVAC Upgrades, Ephrata, WA
- Grant County Ephrata Warehouse upgrades, Ephrata, WA
- Grant County Fueling System Monitoring, Moses Lake, WA
- Grant County Fueling System Monitoring, Ephrata, WA
- Grant County Warehouse Block Heaters, Moses Lake, WA
- Grant County Public Works, Road District #2 Shop Facility, Moses Lake, WA
- Carlton Fish Hatchery additions, Carlton, WA
- Clearwater Paper Mill, Grounding, Lewiston, ID
- Wenatchee Federal Courthouse, FA System Replacement, Wenatchee, WA
- USDA ARS Electrical Improvements, Wenatchee, WA

## COLLIN DIEDIKER | Electrical Engineer



Collin has a Bachelor of Science in Electrical and Electronics Engineering. His experience includes mechanical and electrically-driven systems, electrical installation and testing, and software programming for autonomous operation. He also has an understanding of designing compressor stations and ESD control systems, preparing budgets for lighting and power options, and calculating loads and power requirements for a variety of electrical systems.

### COMPANY

Evans Engineering and Consulting, PLLC

### CREDENTIALS

Licensed Electrical Engineer-In-Training  
License: 37476

### EDUCATION

Bachelor of Science Electrical Engineering, Eastern Washington University (2019)

### PROFESSIONAL

#### EXPERIENCE

Total Years in Electrical Engineering: 3

### *Representative Projects:*

- Gas-Transmission Northwest Pipeline System Compressor Station 3 Automation Upgrades and GTN Xpress Compressor Upgrades Station 3 Eastport, ID
- GTN Pipeline System CS4-Automation Upgrades Sandpoint, ID
- GTN Pipeline System CS5-Automation Upgrades and GTN Xpress Compressor Upgrades Station 5 Athol, ID
- GTN Pipeline System CS6-Automation Upgrades Rosalia, OR
- Dworshak Dam-40T Gantry Crane Replacement Ahsahka, IDGTN Pipeline System CS7-Automation Upgrades and GTN Xpress Compressor Upgrades Station 7 Starbuck, WA
- GTN Pipeline System CS10-Fuel Gas Conditioning and GTN Xpress Compressor Upgrades Station 10 Kent, OR
- Big Bend Dam-Gantry Crane Replacement Lyman Counties, SD
- Boundary Dam-250T Bridge Cranes Replacement Upgrades Metaline, WA.
- Rock Island Dam-30T Gantry Replacement Chelan, WA.
- GTN Pipeline System CS12 Automation Upgrades Bend, OR
- GTN Pipeline System CS13 Fuel Gas Conditioning and Seal Gas Upgrades Chemult, OR
- GTN Xpress Compressor Upgrades Station 14 Bonanza, OR
- Northern Border Pipeline System Fuel Gas Conditioning Upgrades St. Anthony, ID
- NBX Pipeline System-Compressor Station Upgrades Ehrenberg, AZ
- Tracy Delivery-Meter Station Upgrades Reno, NV
- Coyote Ridge Corrections Center-Security Electronics Upgrade Connell, WA.
- Benton County Juvenile Center-Security Electronics Upgrade Kennewick, WA.

Collin will offer excellent communication and interpersonal skills with clients and management to maintain positive internal and external relationships. He is adept at readily gathering and translating complex requirements into viable solutions through teamwork and collaboration to confidently take a project from conception to commissioning.

He is highly knowledgeable about engineering methodologies and principles with a strong background in arc flash analysis. He has experience with providing design of PLC controls and network communication for security electronics. This may include fiber/cat6 design, camera layout, intercoms, remote I/O, access controls and backup power for the entire site.

He is consistently striving to improve by streamlining ideas for overall efficiency of the project. He will help identify any constraints head on and possess a more holistic approach.

Collin will perform condition assessments of electrical systems in accordance with inspection protocols, state and local regulations and field investigation of electrical systems ensures conformance to design and equipment specifications by examining installations and observing operations.

## ERIC HAMMOND | Project Manager/Designer



Eric displays active communication, keen planning, and hones responsibility to implement and formulate strategies for over project execution and success. Eric has exceptional exposure and experience as a project manager and electrical designer in the electrical engineering and consulting industry. Interfacing daily with electrical engineering teams, including architects, mechanical engineers, and owners. He is knowledgeable in lighting and controls, audio/video systems, and fire alarm systems, with a strong foundation and execution of CAD/BIM software.

### COMPANY

Evans Engineering and Consulting, PLLC

### EDUCATION

Associate of Applied Science  
Architectural Technology,  
Spokane Community College  
(2015)

### PROFESSIONAL EXPERIENCE

Total Years Drafting: 6

### *Representative Projects:*

- USDA ARS Service Changeover, Wenatchee, WA
- USDA Forest Service Greenhouse Replacement, Coeur d'Alene, ID
- Othello HAWK Crossing Improvements, Othello, WA
- Wanapum Heritage Center, Power System Study, Mattawa, WA
- Wanapum Indian Village Longhouse Power System Study, Mattawa, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 1, Malaga, WA
- Rock Island Dam HVAC Upgrades, Powerhouse 2, Malaga, WA
- Rocky Reach Dam HVAC Improvements, East Wenatchee, WA
- Grant County Ephrata HQ Cooling Tower, Ephrata, WA
- RDO Equipment Facility, Moses Lake, WA
- Genie Equipment Test Cycle Building, Moses Lake, WA
- SCC Maintenance, Operations, and Security Building, Spokane, WA
- Spokane International Airport Rail-Truck Transload Facility, Spokane, WA
- Spokane International Airport, Chiller Upgrade, Spokane, WA
- Spokane International Airport, Trafficking Phones, Spokane, WA
- Coeur d'Alene Airport, Electrical Improvements, Coeur d'Alene, ID
- 5<sup>th</sup> & Cedar Mixed-Use Building, Sandpoint, ID
- Dayton Assisted Living Facility, Dayton, WA
- Oakesdale Water SCADA System, Oakesdale, WA
- Latah Creek Clubhouse, Spokane, WA
- Horizon Credit Union, UPS Replacement, Spokane, WA
- HZCU Headquarters RTU Replacement, Spokane Valley, WA
- Numerica Credit Union, Wenatchee, WA
- Numerica Credit Union, Pasco, WA
- Canopy Credit Union, Spokane, WA
- PIPL Office Building, Post Falls, ID
- Lakeland Village Nurse Call Upgrades, Medical Lake, WA
- Mountain Lake Dental Office, Sandpoint, ID
- Lakeland Village Nurse Call Upgrades, Medical Lake, WA
- Liberty Creek Elementary School, Spokane, WA
- Chester Elementary School, Spokane Valley, WA
- Greenacres Elementary School, Spokane Valley, WA

### 4.3.3 REFERENCES



Client: Grant County Public Utility District  
Point of Contact: Gregory S Keyes,  
Electrical Engineers, PE  
Telephone Number: (509) 754-5088, Extension 2656  
Email: [gkeyes@gcpud.org](mailto:gkeyes@gcpud.org)



Client: Bernardo Wills Architects  
Point of Contact: Robert Pace, AIA, LEED AP  
Telephone Number: (509) 838-4511  
Email: [rpacer@bwarch.com](mailto:rpacer@bwarch.com)



Client: Dumais Romans, Inc.  
Point of Contact: Guy Dumais, PE  
Telephone Number: (509) 93-8646  
Email: [guy@dumaisromans.com](mailto:guy@dumaisromans.com)

### 4.3.4 CONTRACT LIST

Project: **Grant County PUD Ephrata Headquarters Power System Studies**

Contract Reference Number: **205134-001002**

Period of Performance: 06/21-Current

Contact Person(s): Robert Pace, AIA, LEED AP: [rpacer@bwarch.com](mailto:rpacer@bwarch.com), 509-838-4511.

Brief Project Description: Power System Studies including Arc Flash Analysis performed.

Project: **Wanapum Indian Village Short Circuit and Arc Flash Hazard Analysis**

Contract Reference Number: **20-201C**

Period of Performance: 03/21-10/21

Contact Person(s): Robert Pace, AIA, LEED AP: [rpacer@bwarch.com](mailto:rpacer@bwarch.com), 509-838-4511.

Brief Project Description: New System Service, Fiber Optic and Communications Service, Site and Exterior Lighting, Site Security, Access Control and CCTV Systems, and Power System Studies including Arc Flash Analysis were performed.

Project: **Spokane International Airport Roadway and Parking Lighting Study**

Contract Reference Number: **190636**

Period of Performance: 07/21-10/21

Contact Person(s): Aaron Buob, C.M. Aviation Project Manager: [ABuob@to-engineers.com](mailto:ABuob@to-engineers.com), 509-319-2584.

Brief Project Description: Lighting Design and Analysis performed.



Project: **Spokane International Airport Rail-Truck Transload Facility**

Contract Reference Number: **1900230**

Period of Performance: 08/20-10/21

Contact Person(s): Bekah Osterhaus, P.E: [bekah.osterhaus@kpff.com](mailto:bekah.osterhaus@kpff.com), 253-223-0498.

Brief Project Description: Lighting Design and Analysis, Power System Design, Utility Service Coordination performed.

Project: **USFS Coeur d' Alene Nursery Greenhouse**

Contract Reference Number: **12034319C0054**

Period of Performance: 02/20-09/21

Contact Person(s): Stephanie Koch, PLA, Project Manager: [mailto:skoch@verdisnw.com](mailto:mailto:skoch@verdisnw.com), 208-667-1214 x 107.

Brief Project Description: Standby Power Generation System Design, Lighting Design and Analysis, Power System Design, and Utility Service Coordination Performed.

Project: **Oakesdale Water Improvements**

Contract Reference Number: **210617**

Period of Performance: 04/21-10/21

Contact Person(s): Steven Marsh, P.E, Vice President/Regional Manager:  
[Steven.Marsh@tdhengineering.com](mailto:Steven.Marsh@tdhengineering.com), 509-622-2888.

Brief Project Description: Control System Design, Control Systems Factory Acceptance Testing and Start Up performed.

## 4.3.5 CONTRACT TERMINATION

Evans Engineering and Consulting has **not** had a contract terminated for default in the last five (5) years.



**Agenda Sheet for City Council Meeting of:**  
01/10/2022

<b>Date Rec'd</b>	12/20/2021
<b>Clerk's File #</b>	OPR 2022-0015
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	2022061
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ENGINEERING SERVICES
<b>Contact Name/Phone</b>	DAN BULLER 625-6391
<b>Contact E-Mail</b>	DBULLER@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0370 – BERNARDO WILLIS ARCHITECTS LANDSCAPE ARCHITECTURE ON CALL SERVICES

**Agenda Wording**

Consultant Agreement with Bernardo Willis Architects PC, (Spokane, WA) for Landscape Architecture On-Call Services for 2022-2023 - Non-Federal Aid Project for an amount not to exceed \$200,000.00. (Various Neighborhood Councils)

**Summary (Background)**

This Consultant Agreement for Landscape Architecture 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? YES Public Works? YES

**Fiscal Impact**

Expense	\$ \$200,000.00
Select	\$
Select	\$
Select	\$

**Budget Account**

#	VARIOUS
#	
#	
#	

**Approvals**

<b>Dept Head</b>	TWOHIG, KYLE
<b>Division Director</b>	TWOHIG, KYLE
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	PIES 11/22/21
<b>Council Sponsor</b>	Beggs

**Additional Approvals**

<b>Purchasing</b>	
<b>GRANTS, CONTRACTS &amp; PURCHASING</b>	BROWN, SKYLER

<b>Distribution List</b>	eraea@spokanecity.org
	publicworksaccounting@spokanecity.org
	kgoodman@spokanecity.org
	jgraff@spokanecity.org
	ddaniels@spokanecity.org

## Briefing Paper

### PIES

<b>Division &amp; Department:</b>	Engineering Services; Public Works
<b>Subject:</b>	On-Call Engineering Consultants
<b>Date:</b>	November 22, 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
<b>Background/History:</b> Engineering Services has “on-call” agreements with various consultants for specialized engineering or related services (geotech., surveying, historic resources, real estate acquisition and construction management) associated with the City’s public works projects. Those firms are selected on the basis of qualifications as required by RCW 39. These typically agreements last from 2-3 years.	
<b>Executive Summary:</b>	
<ul style="list-style-type: none"> <li>• A request for qualifications is being advertised for electrical engineering and landscape architecture in support of various public works projects designed by Engineering Services.</li> <li>• A review committee will evaluate the firms by qualifications. One or two firms will be selected for each discipline.</li> <li>• Engineering Services expects to bring three agreements to council for approval in early December.</li> <li>• Costs incurred under the proposed contracts are paid as part of each public works project for which the consultant is used.</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**  
**CONSULTANT AGREEMENT**  
**Title: LANDSCAPE ARCHITECTURE**  
**SERVICES FOR 2022-2023**

This Consultant Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **BERNARDO WILLS ARCHITECTS, PC**, whose address is 153 South Jefferson Street, Spokane, Washington 99201 as ("Consultant"), individually hereafter referenced as a "party", and together as the "parties".

*WHEREAS, the purpose of this Agreement is to provide **LANDSCAPE ARCHITECTURE SERVICES FOR 2022-2023** for the City; and*

*WHEREAS, the Consultant was selected through a Request for Qualification 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 January 24, 2022, and ends on December 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 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 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.

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.

Total compensation for Consultant's services under this On-Call Agreement shall not exceed **TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00)**, 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. 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. **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.
- E. **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.

#### 6. 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

#### 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 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.

## **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 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.

### **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 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.

**BERNARDO WILLIS ARCHITECTS, PC**

**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 – City's Request for Qualifications<sup>21-252</sup>

**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**

NADINE WOODWARD  
MAYOR



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

**2022-2023 RFQ –LANDSCAPE ARCHITECTURE  
FOR NON FED AID PROJECTS  
REQUEST FOR QUALIFICATIONS  
City of Spokane, Washington**

**DESCRIPTION:** LANDSCAPE ARCHITECTURE SERVICES FOR 2022-2023 NON FED AID PROJECTS

**DUE DATE:** WEDNESDAY, DECEMBER 1, 2022  
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 landscape architecture.

## 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 comes from federal sources. Included in this RFQ and incorporated herein by reference is Attachment A “Federal Grant Funded Guidelines”. While not an exhaustive list, the Attachment titled “Federal Grant Funded Guidelines” contains more of the commonly encountered special terms and/or conditions.

## 1.3 PERIOD OF PERFORMANCE

The period of performance of the contract resulting from this RFQ is tentatively scheduled to begin on or about January 17, 2022 and to end on December 31, 2023 with an optional 1 year renewal to December 31, 2024.

## 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 tasks associated with landscape architecture both during design and construction. Sample types of tasks/project components include:

- Street projects, including landscaping of pedestrian buffer strips, storm drainage areas,
- Gateway entry statements to communities and institutions,
- Pump station and other public utility buildings,
- Parking lots,
- Miscellaneous items, such as project scope descriptions, concept designs, “green” infrastructure concepts, site layouts, cost estimates, coordination efforts.

Estimated individual project fees are expected to range from approximately \$5,000 to \$50,000 and shall be negotiated for each project. Total expenditures over the two-year life of the agreement shall not exceed a total of \$300,000. Contract expenditure is an estimate only and is not guaranteed. The City does not guarantee that all work listed above 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

Issue Request for Qualifications	Week of 11-8-21
Proposals due	12-1-21
Evaluate Proposals	Week of 12-6-20
Conduct oral or phone interviews with finalists, if required	Week of 12-6-21
Announce selection, negotiate contract	Week of 12-6-21
City Council approval of contract	Weeks of 12-13-21 & 1-3-22
Contract signatures	Weeks of 1-3-22 & 1-10-22

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 – 2022-2023 Non Fed Aid On-Call Landscape Architecture”.**

**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.

### **3.11 INTERLOCAL PURCHASE AGREEMENTS**

The City of Spokane has entered into Interlocal Purchase Agreements with other public agencies pursuant to RCW 39.34. In submitting a response the Proposer agrees to sell additional items at the contracted price, terms and conditions to the City of Spokane and other public agencies contingent upon the Firm's review and approval at the time of a requested sale. Any price de-escalation/escalation provisions of this Proposal shall apply in the case of a sale of additional items. Firm's right to refuse to sell additional items at the time of request shall be absolute.

## **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 principals 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 described below.

Design and construction phase assistance for following types of tasks:

- Street projects, including landscaping of pedestrian buffer strips, storm drainage areas,
- Gateway entry statements to communities and institutions,
- Pump station and other public utility buildings,
- Parking lots,
- Miscellaneous items, such as project scope descriptions, concept designs, “green” infrastructure concepts, site layouts, cost estimates, coordination efforts.

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 (not including City staff) 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. 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 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.

## **6.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELEGIBILITY 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.

## **6.6 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.

## **6.7 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.

## **6.8 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.

## **7. GRANT REQUIREMENTS**

### **7.1 FEDERAL FUNDING**

This project may be funded by federal grant monies (generally non-FHWA federal sources). Firms are warned to take into consideration applicable federal requirements in making their Proposal and performing the work. Part 7 "GRANT REQUIREMENTS" and Attachment "A" titled "Federal Grant Funded Guidelines" may be required if federal grant funding is used.

### **7.2 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.

### **7.3 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.

#### **7.4 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.

#### **7.5 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.

#### **7.6 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.

#### **7.7 FEDERAL FUNDING NONDISCRIMINATION**

The City of Spokane, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award..

### **8. RFQ ATTACHMENTS**

Attached to this RFQ and incorporated herein by reference are the following background documents:

1. Attachment “A” titled “Federal Grant Funded Guidelines”

## ATTACHMENT A

### FEDERAL GRANT FUNDED GUIDELINES

It is the Contractor's responsibility to comply with all state and federal laws in performing all tasks undertaken with this contract. All contracts awarded for this project shall contain the following provisions as applicable by Federal and State Law. Federal regulations are contained in the Code of Federal Regulations. The following sections are included for informational purposes, and are not professed to include all relevant laws. It is the contractor's responsibility to comply with all laws.

Contract Work Hours and Safety Standards Act (40 U.S.C 327-333) – Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – Contractors and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying in non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Public Law 88 - 352, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) (24 CFR Part 1). The Applicant must comply with the provisions of "Public Law 88 - 352," which refers to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.). The law provides that no person in the United States shall, on the grounds of race, color or national origin, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act, 1973, as Amended (29 U.S.C. 794). The Applicant must comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation

(including employment), denied program benefits or be subjected to discrimination under any program or activity receiving federal assistance funds.

Americans with Disabilities Act (42 U.S.C. 12101, et seq.). The Applicant shall comply with the provisions of the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. That Act provides a comprehensive national mandate to eliminate discrimination against individuals with disabilities. The Act may impose requirements on the Applicant in four principle ways: 1) with respect to employment; 2) with respect to the provision of public services; 3) with respect to transportation; 4) with respect to existing facilities and new construction.

The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C Section 4321 et seq., and 24 CFR Part 58). The Applicant shall comply with the provisions of the National Environmental Policy Act of 1969. The purpose of this Act is to attain the widest use of the environment without degradation, risk to health or safety, or other undesirable and unintended consequences. Environmental review procedures, including determining and publishing a Finding of Significance or of No Significance for a Proposal, are a necessary part of this process. Pursuant to these provisions, the Applicant must also submit environmental certifications to the Department when requesting that funds be released for the project. The Applicant must certify that the proposed project will not significantly impact the environment and that the Applicant has complied with environmental regulations and fulfilled its obligations to give public notice of the funding request, environmental findings and compliance performance.

Noise Control, Chapter 70.107 RCW. The Applicant shall assure compliance with the state Noise Control Act. Objectives of the Act are to assist local governments in implementing local noise ordinances and to control and reduce excessive noise in Washington.

Law Against Discrimination, Chapter 49.60 RCW. The Applicant shall comply with the provisions of Chapter 49.60 RCW in all activities relating to this Grant Agreement.

Resource Conservation and Recovery Act. Agencies shall implement the Resource Conservation and Recovery Act of 1976 (RCRA) (42 U.S.C. 6962). Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA). Current guidelines are contained in 40 CFR Parts 247-253. State and local recipients of grants, loans, cooperative agreements or other instruments funded by appropriated Federal funds shall give preference in procurement programs to the purchase of recycled products pursuant to the EPA guidelines.

Debarment and Suspension (E.O.s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

Conference Rooms: All space used for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds under this contract must comply with the protection and controlling guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended)

Use of Recycled Paper: All reports prepared by the Contractor for delivery to the City or other government agencies will be prepared on recycled paper in accordance with EPA Order 1000.25 and Executive Order 13101.

Workplace Listing: The Contractor will provide a list of all workplaces under this contract. The Contractor will make a good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230.

Salary Rate: Salary rate (excluding overhead) paid to individual consultants retained by the City or by the Contractor's subcontractors shall be limited to the maximum daily rate for a GS-18 as outlined in Title 40 CFR 31.36 (j). This limitation applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed; the City will pay these in accordance with their normal travel reimbursement practices.



## City of Spokane, WA

### Statement of Qualifications for: RFQ: LANDSCAPE ARCHITECT SERVICES FOR 2022-2023 NON FEDERAL AID PROJECTS

December 1, 2021

**Michael Terrell ■ Landscape Architecture, PLLC**  
1421 N. Meadowwood Lane, Suite 150  
Liberty Lake, WA 99019  
(509) 922-7449  
[www.mt-la.com](http://www.mt-la.com)



## Letter of Submittal

December 1, 2021

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MT ■ LA  
Contact: Michael D. Terrell  
1421 N. Meadowwood Lane  
Suite 150  
Liberty Lake, WA 99016  
T: 509 922-7449  
www.mt-la.com

City of Spokane  
4th Floor, City Hall  
808 w. Spokane Falls Blvd.  
Spokane, WA 99201-3316  
ATTN: Mr. Dan Buller, PE

RE: RFQ LANDSCAPE ARCHITECTURE SERVICES FOR 2022-2023 NON FEDERAL AID PROJECTS

Michael Terrell ■ Landscape Architecture, PLLC (MT ■ LA) is pleased to provide the City of Spokane with this Letter of Submittal and Statement of Qualifications. MT ■ LA is an award winning landscape architecture firm that has been fortunate to have provided landscape architectural consulting services to the City of Spokane and numerous other cities. Our projects with the City of Spokane include:

- Sprague Sherman Plaza and South Landing
- Cochran Downriver Stormwater Master Planning, Public Process Facilitation
- CSO 24 Plaza Design
- Olmsted Brothers Green
- Glover Field - Huntington Park trail connection
- Veteran's Court Park and Centennial Trail Connection
- South Gorge Trail Interpretive Planning process
- Southeast Sports Complex Neighborhood Park, Trail and Street Improvements
- Dutch Jake's Park
- Red Band Plaza and Art Installation

Our firm is uniquely qualified to continue to provide a wide range of services to the City of Spokane. Our ongoing work with Spokane and a number of other cities includes projects ranging from streetscapes, parks and trails to major event spaces demonstrates our ability to design projects that are tailored for the needs of a community's citizens. We are excited about the potential to work with the City of Spokane on trail planning, signage, stormwater facilities, streetscapes, placemaking, open space, and community gathering areas. Our experience can assist the city continue to develop premier community facilities that create opportunities to play, exercise, and gather.

### 1. Company Information and Acknowledgements:

Company Name: Michael Terrell Landscape Architecture, PLLC  
Certified Washington Veteran's Owned Business  
Address: 1421 North Meadowwood Lane, Suite 150  
Liberty Lake, WA 99019  
Phone: (509) 922-7449 | Email: mterrell@mt-la.com  
Company Staff: Michael Terrell, PLA | Principal  
Licensed in Washington, Oregon and Idaho  
Jeff Stiltz, PLA, CPSI | Project Manager  
Staci Heathman, Landscape Designer

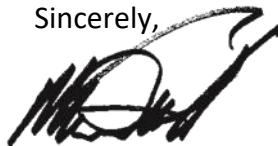
2. Legal Status: Professional Limited Liability Company (PLLC)
3. Services to be provided from our Liberty Lake, WA office.



4. Not Applicable
5. MT ■ LA will comply with all terms and conditions set forth in the Request for Qualifications, unless otherwise agreed to by the City.
6. MT ■ LA 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 principals 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”.

We are a local firm with regional experience. All projects listed were completed by our staff in Liberty Lake. We look forward to discussing our qualifications and capabilities with you in more detail.

Sincerely,



Michael D. Terrell, PLA, Principal

E: mterrell@mt-la.com

D: 509 474-1915





## QUALIFICATION STATEMENT

**Michael Terrell ■ Landscape Architecture, PLLC** has been providing landscape architectural services for over nineteen years. Our significant experience is the result of a commitment to listen to our clients and solve complex problems with innovation and creativity. We have extensive experience in all types of projects from conceptual design through construction administration.

Our Experience Includes:

- Street projects including streetscapes, stormwater and street trees. (Southeast Sports Complex and over 1,000 trees in Kendall Yards)
- Gateway entry Statements to communities and institutions. (City of Spokane Valley West Gateway, Harvard Road Roundabout, Liberty Lake)
- Pump Station and other public utility buildings. (Avista substation, Kendall Yards, CSO 24 / West End Plaza.)
- Parking Lots (Kendall Yards Parking Lot Landscaping, NE Middle School Parking Lots, Glover Middle School Parking Lot, SCC Parking Lots)
- Trail planning with interpretation, signage and art (Liberty Lake Trail, Centennial Trail in Kendall Yards)
- Landscape Architecture
- Street projects, including landscaping of pedestrian buffer strips and storm drainage facilities
- Gateway entry statements, signage and roundabouts
- Stormwater | Green Infrastructure. (Olmsted Brothers Green)
- Public Process Facilitation
- Permitting including shorelines and construction permits

Landscape Architecture. Landscape, irrigation and site design for public, private and corporate projects has long been a cornerstone of MT ■ LA's consulting work. Projects like Olmsted Brothers Green, Dressler Hall Sport Courts Reconstruction at Eastern Washington University and The Nest, a Mayors Urban Design Award winner, exemplifies our attention to detail and commitment to quality.

Trails. Trails linking key community elements like schools, parks and shopping create the pedestrian backbone of a walkable community. We have extensive trail planning and design experience including: Mica Peak Trail Master Plan, the Centennial Trail extension in Spokane, Stateline Trail in Liberty Lake and the Appleway Trail in Spokane Valley. In addition, we completed an interpretive plan for the South Gorge Trail for the City of Spokane. During development of the Cochran Downriver Master Plan, we proposed a trail along Downriver Drive that will reduce conflicts between cars, bicycles and pedestrians.

### Street Projects.

Streetscapes often act as the key unifying element, setting the tone and character for a district or neighborhood. MT ■ LA has designed numerous streetscapes that create a unique



Perry Street Improvements (2001)



Kendall Yards Streetscape | (2014)



CSO 24 Plaza | (2013)



Spokane Valley Gateway | Spokane Valley (2013)



sense of place. Our projects integrate art and sustainable design with engineering requirements to provide a pedestrian friendly environment that speaks to the character of the location. Some examples of our past streetscape design work include:

- Harvest Parkway Roundabout, Liberty Lake
- Mission Roundabout and City Gateway, Liberty Lake
- Perry Street Revitalization, Spokane
- Summit Parkway and Kendall Yards Streetscape Design, Spokane
- Duportail Roundabouts and Art Installation, Richland
- Holl Boulevard and Roundabout, Liberty Lake
- WSDOT | Harvard Road Roundabout Design and Gateway, Liberty Lake, WA
- Indiana and Holl Boulevard Roundabout, Liberty Lake
- “The Bear” Hanley Roundabout, Coeur d’Alene, ID



Olmsted Brothers Green | Spokane (2013)



Avista Cedar Street Substation | Spokane (2015)



Southeast Sports Complex | Spokane (2019)



Centennial Trail | Spokane (2013)

#### Gateway Entry Statements and Roundabouts

- City of Spokane Valley West Gateway
- Mission Roundabout and City Gateway, Liberty Lake
- Duportail Roundabouts and Art Installation, Richland
- Holl Boulevard and Roundabout, Liberty Lake
- WSDOT | Harvard Road Roundabout Design and Gateway, Liberty Lake, WA
- Indiana and Holl Boulevard Roundabout, Liberty Lake
- “The Bear” Hanley Roundabout, Coeur d’Alene, ID
- Meadowwood Technology Campus Signage and Entry, Liberty Lake, WA

#### Stormwater | Green Infrastructure.

Green infrastructure is more than managing stormwater. It is the seamless, multi-use integration of stormwater and sustainable maintenance into the built environment. The results include river protection, open play areas, economic development and reuse water for irrigation. We have worked closely with staff members at the City of Spokane, Spokane County and Liberty Lake over the years to develop innovative solutions to stormwater management. Mike Terrell provided the landscape and irrigation design for the stormwater to irrigation reuse pumping system at Adirondack Lodge on Regal Street. MT ■ LA was responsible for the design of Olmsted Brothers Green that receives thousands of gallons of pumped stormwater that is diverted from the Spokane River. Other projects include:

- CSO 24 Plaza, Spokane, WA
- Cochran Downriver Master Plan, Spokane, WA
- Half Moon Park, Liberty Lake, WA
- EWU Water Reuse Master Plan and Phase I Reuse Irrigation Plan, Cheney, WA

#### Pump stations, CSO tanks and other public utility buildings

We have provided design for a number of public buildings and facilities. Our work includes landscape architecture for police stations in Pasco and Richland, utility pump stations, stormwater facilities and utility substations. We have experience working with the City of Spokane’s Design Review



Board and Urban Forestry staff to ensure that the final design meets all city requirements.

Parking lots

The design of landscape for parking lots is an every increasing challenge. Requirements for stormwater, parking lot lighting, surveillance cameras and landscape create challenges to meet city requirements while ensuring that parking spaces are maximized and that year round maintenance is possible. Our projects include small and large facility park lots including high schools, business parks and parking for parks and recreation area.

Parks and Open Space Design

Parks and open space are the key to creating great communities that have a sense of place. Our park master planning and design efforts include: the Southeast Sports Complex Visioning Process, Glover Field Master Plan, Browns Park Master Plan and Peanuts Park in Pasco, WA. Other MT ■ LA master plans have resulted in design for signature parks and recreation facilities like Volunteer Park in Pasco, Howard Amon in Richland, Greenacres Park in Spokane Valley and Pavillion Park in Liberty Lake.

Public Process

Facilitation

MT ■ LA has over 20 years of experience facilitating public processes for neighborhood, city and park projects. Our current work includes master planning for a Sports Complex in Post Falls and a



EWU Palouse Restoration Project | Cheney (2018)



Dutch Jake's Park | Spokane (2018)



Spokane Centennial Trail, Kendall Yards | Spokane (2013)



Adirondack Lodge Stormwater Facility (2007)





## Project Experience

Michael Terrell ■ Landscape Architecture, PLLC

### CSO 24 Plaza | Spokane, WA

The City of Spokane selected MT ■ LA to provide master planning, public outreach and develop the construction drawings for a new plaza located on top of a combined sewer outflow tank in downtown Spokane. We worked closely the city’s engineering design staff to develop master plan concepts that could be constructed on top of the tank, accommodating the mechanical and electrical requirements for the facility. A public process resulted in a multi-use facility that is anticipated to be programmed by the adjacent property owner throughout the year. We worked with the adjacent property owner’s architect to refine the design to accommodate enhanced access and outdoor seating. We collaborated with the selected artist to fully integrate the sculptures as gateways into the plaza. A dog park plan was developed and constructed to the north of the site.

Michael Terrell, PLA: Principal in Charge | Meeting facilitation

Staci Heathman, Landscape Designer

Reference: Kyle Twohig, City of Spokane

Phone: (509) 625-6700 | ktwohig@spokanecity.org



CSO 24 Plaza | Spokane (2018)

### Centerplace North Meadow and West Lawn Spokane Valley, WA

The City of Spokane Valley selected MT ■ LA to facilitate a master planning process for the city’s major event center to support expanded outdoor events and economic development. The master plan included the development a main plaza with lighting, hardscape, concert facility and open lawn areas for events. We worked closely with City of Spokane Valley staff and maintenance personnel to establish budgets, priorities and development phasing.

Reference: John Bottelli, Parks and Recreation Director, City of Spokane Valley

T: (509) 720-5400 | E: mstone@spokanevalley.org



CenterPlace Plaza | Spokane Valley (2018)

### Downriver Park Master Plan | Cochran Downriver Stormwater Facility Spokane, WA

The City of Spokane selected MT ■ LA to facilitate the master planning process to integrate stormwater facilities into the existing natural areas of Downriver Park. The public outreach included stakeholder meetings with disc golfers, rafters, fishermen, hikers, bikers and neighbors. The master plan includes the development of a four acre stormwater facility in the disc golf area with restoration and reconfiguration of the course in collaboration with local disc golfers. Improvements to the T.J. Meenach Bridge raft put-in included better parking, circulation, restroom facilities and raft launch. The concepts for stormwater included the integration of facilities as amenities into an exiting disc golf course and raft put-in area.

Reference: Marcia Davis, PE, City of Spokane

T: (509) 625-6398 | E: davis@spokanecity.org



Downriver Park | Spokane (2018)





## Project Experience

Michael Terrell ■ Landscape Architecture, PLLC

### Dutch Jake's Park | Spokane, WA

The City of Spokane and the Trust for Public Land entered into an agreement to collaborate on the renovation of Spokane's first pocket park. MT ■ LA was selected to collaborate with TPL for public outreach and to develop a master plan and final construction plans for the park. Park elements may include play equipment, swings, multi-use court, splash pad, shelters and gathering areas for neighborhood events.

Staff Responsibilities:

Michael Terrell, PLA: Principal in Charge | Meeting facilitation

Jeff Stiltz, PLA: Project Manager

Staci Heathman, Landscape Designer

Reference: Garrett Jones, PLA, City of Spokane

T: (509) 363-5462 | E: gjonas@spokanecity.org



Dutch Jake's Park | Spokane (2018)

### Olmsted Brothers Green | Spokane, WA

In 2012, Greenstone, the City of Spokane, and the Washington State Department of Ecology entered into an agreement to collaborate on the development of a stormwater management system to stop discharge into the Spokane River. This system diverts stormwater in the Monroe Street corridor, north of the Spokane River, and some eastern portions of Kendall Yards, from discharging into the Spokane River. MT ■ LA was selected to develop the design for Olmsted Brothers Green park, which acts as the treatment area for this stormwater runoff.



Olmsted Brothers Green



Olmsted Brothers Green | Spokane (2012)

A force main pumps water to the park during major storm events to be treated in the park's rain gardens and swales. As part of a Department of Ecology grant, interpretive signage provides visitors with an opportunity to learn about protecting the Spokane River, rain gardens and porous paving options. The park also includes a children's playground and picnic pavilion for community gatherings.

Staff Responsibilities:

Michael Terrell, PLA: Principal in Charge | Meeting facilitation

Reference: Kevin Schneidmiller, Greenstone Corporation

T: (509) 458-5860 | E: kschneidmiller@greenstonehomes.com

### Tullamore Sports Complex | Post Falls, Idaho

MT ■ LA is leading a multi-disciplinary team of engineers and architects in the development of the Tullamore Sports Complex for the City of Post Falls. The team designed and oversaw the mass grading for the site, completed fall of 2021. Design of the first phase will include three baseball fields, four soccer fields, parking lots, utility infrastructure, half street improvements and park buildings is planned for early in 2023. The anticipated construction budget for Phase I is \$6.5 million.

Staff Responsibilities:

Michael Terrell, PLA: Principal in Charge | Meeting facilitation

Jeff Stiltz, PLA: Project Manager

Staci Heathman, Landscape Designer

Reference: Robert Quinn, PLA, City of Post Falls Parks Planner

T: (208) 457-3320 | E: rquinn@postfallsidaho.org



Tullamore Sports Complex | Post Falls (2020-2021)





**2. Staffing Plan**  
**3. References**  
**4. List of Contracts**  
**5. Statement Regarding Contracts**

**2. Staffing Plan**

MT ■ LA is small, efficient company with an exceptionally talented and experienced staff. Our recent projects have ranged from local middle schools (Glover Middle School and Yasuhara Middle School) to master planning and design of sports complexes (Post Falls Tullamore Sports Complex, \$6.5 million estimated first phase).

Mike Terrell, PLA will be the principal in charge for this project. Mike is a licensed landscape architect with over 33 years of experience. He has extensive personal experience working with the City of Spokane and Spokane’s Trail Systems. His role will include:

- Principal Landscape Architect
- Public outreach
- Plan and specification review/quality control.
- Primary point of contact for City of Spokane staff

Jeff Stiltz, PLA will be the project landscape architect and project manager. He has extensive experience managing projects of all sizes including sports complexes, parks and school projects. Jeff has worked in private practice and as a landscape designer for a parks department. He has over six years of experience in master planning, design and construction of all types of projects. His role will include:

- Project management
- Graphic development for public outreach
- Overall project design
- Construction Cost Estimating

Staci Heathman will be the project landscape designer. Staci has over four years of experience in preparing landscape construction, irrigation and planting plans. Staci developed the construction documents for the CSO24 Plaza, Dutch Jake’s Park and the Redband Sculpture Plaza in Peaceful Valley. Staci’s role will include:

- Preparation of master plan and public outreach graphics
- Development of construction documents for construction, planting and irrigation

We are available to meet whatever commitment is necessary to support the variety of projects the City of Spokane is anticipating. We have recently bid several large projects and have significant design availability for the duration of the project schedule.

**3. References**

**Parks, Trails and Art Installations for City of Spokane Valley**  
 Specific projects include:

- CenterPlace Regional Events Center West Lawn Plaza and Improvements
- Browns Park, Phase I-V Improvements, including trail design, landscape and irrigation.

Reference:

John Bottelli, Parks Director, City of Spokane Valley  
 2426 N. Discovery Place | Spokane Valley, WA 99216  
 T: (509) 720-5400 | E: mstone@spokanevalley.org

**Streetscape, Parks, Open Space and Trail Design for Greenstone Projects including: Kendall Yards, River District, Montrose and Coeur d’Alene Place**

Specific projects include:

- Centennial Trail connections from Liberty Lake’s trail system.
- Kendall Yards Centennial Trail Extension
- Liberty Lake streetscape and roundabout design

Reference:

Kevin Schneidmiller, Greenstone Corporation  
 1421 N. Meadowwood Lane, Suite 200, Liberty Lake, WA 99019  
 T: (509) 458-5860 | E: kschneidmiller@greenstonehomes.com

**Streetscape, Roundabouts, Park and Recreation Plan**

Specific projects include:

- Richland Parks and Recreation Plan and Public Outreach.
- Duportail Roundabouts.

Reference:

Joe Schiessl, Parks and Public Facilities Director, City of Richland  
 955 Northgate Drive, Richland, WA 99352  
 T: (509) 942-7454 | E: JSchiessl@ci.richland.wa.us

**4. List of Contracts:**

City of Spokane Valley

- Browns Park: Contract No. 19-035.00
- CenterPlace West Lawn: Contract No. 19-114.00

City of Spokane

- Dutch Jake’s Park: OPR 2017-0799
- Southeast Sports Complex: OPR 2018-0484

City of Post Falls, Idaho

- Tullamore Sports Complex: 19-047  
 Master Plan and Mass Grading  
 Robert Quinn, rquinn@postfallsidaho.org  
 T | (208) 457-3320

**5. We have not had a contract terminated for default in the last five years.**





**Agenda Sheet for City Council Meeting of:**  
01/10/2022

<b>Date Rec'd</b>	12/20/2021
<b>Clerk's File #</b>	OPR 2022-0016
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Cross Ref #</b>	ORD C36165
<b>Contact Name/Phone</b>	MAREN 625-6737	<b>Project #</b>	
<b>Contact E-Mail</b>	MMURPHY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Contract Item	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - GRANT FUNDING FOR TRANSIT-ORIENTED DEVELOPMENT		

**Agenda Wording**

Acceptance of grant funds in the amount of \$250,000. and contract for planning between the City of Spokane and WA Commerce for Transit-Oriented Development Implementation Grant (TODI)

**Summary (Background)**

The City has been awarded the Transit-Oriented Development Implementation (TODI) grant by the WA Commerce to facilitate transit-oriented development that leverages investments in STA's The City Line, Spokane's first bus rapid transit route, planning for high-density residential development in the University District.

Lease? NO	Grant related? YES	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>

Revenue	\$ 250,000	# 1360-94175-99999-33442
Select	\$	#
Select	\$	#
Select	\$	#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MEULER, LOUIS	<b>Study Session\Other</b>	PIES Committee –
<b>Division Director</b>	MACDONALD, STEVEN	<b>Council Sponsor</b>	CM Lori Kinnear
<b>Finance</b>	ORLOB, KIMBERLY	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE	tblack@spokanecity.org	
<b>For the Mayor</b>	ORMSBY, MICHAEL	lmeuler@spokanecity.org	
<b>Additional Approvals</b>		mmurphy@spokanecity.org	
<b>Purchasing</b>		abeck@spokanecity.org	
<b>GRANTS,</b>	BROWN, SKYLER	sbishop@spokanecity.org	
		smacdonald@spokanecity.org	
		pingiosi@spokanecity.org	



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

### **Agenda Wording**

### **Summary (Background)**

The proposed action will study environmental impacts and review land use, zoning, and development standards in a portion of the University District to study increasing residential capacity near transit.

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

### **Distribution List**




# Briefing Paper

## Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Community and Economic Development, Planning Services
<b>Subject:</b>	Council Acceptance of Transit-Oriented Development Implementation (TODI) Grant for \$250,000 from WA Dept of Commerce
<b>Date:</b>	November 22, 2021
<b>Author (email &amp; phone):</b>	Maren Murphy, <a href="mailto:mmurphy@spokanecity.org">mmurphy@spokanecity.org</a>
<b>City Council Sponsor:</b>	Council Member Kinnear
<b>Executive Sponsor:</b>	Mayor Nadine Woodward
<b>Committee(s) Impacted:</b>	Urban Experience & 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> (link agenda item to guiding document)	<ul style="list-style-type: none"> <li>• <a href="#">Comprehensive Plan</a>, Chapter 3 Land Use, Chapter 4 Transportation, Chapter 6 Housing</li> <li>• <a href="#">Housing Action Plan</a></li> </ul>
<b>Strategic Initiative:</b>	Increase housing quality and diversity, develop Spokane's transportation advantages
<b>Deadline:</b>	The final due date for deliverables must be no later than June 15, 2023.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	The TODI grant funds will be used to develop a subarea plan and conduct environmental analyses that facilitates TOD and high-density residential development along three City Line stations through the University District and adjacent to the Hamilton Street Corridor (see proposed study area on page 2).
<b>Background/History:</b>	
The City of Spokane has been awarded \$250,000 in grant funds from the Transit-Oriented Development and Implementation (TODI) grant program through the WA Dept. of Commerce. The 2021 Legislature created this grant program to facilitate transit-oriented development and leverage investment in public transportation services, plan for increased housing development within transit-rich areas, and conduct pre-development environmental review to streamline construction.	
<b>Grant Overview:</b>	
<ul style="list-style-type: none"> <li>• Eligible activities for the TODI grant include preparation of state environmental policy act (SEPA) environmental impact statements, planned action ordinances, subarea plans, costs associated with the use of other tools under SEPA, and costs of local code adoption and implementation of such efforts.</li> <li>• The City will develop a subarea plan and conduct a planned action EIS. Grant awards may only fund efforts that address environmental impacts and consequences, alternatives and mitigation measures in sufficient detail to allow the analysis to be adopted in whole or in part by applicants for development permits within the geographic area analyzed in the plan.</li> <li>• The City will hire a consultant to help develop the deliverables and conduct the environmental analyses, but project management and public engagement will require staff time.</li> <li>• The process will include early and continuous community engagement with property owners, agency partners, key institutional and organizational stakeholders, businesses, and residents.</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.) <i>Grants funds from WA Commerce, no match required. Staff time will be required.</i>	
<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:	

# TODI Grant – Proposed Study Area





**Interagency Agreement with**

City of Spokane

through

Growth Management Services

**For**

Transit-Oriented Development Implementation (TODI) Grant

**Start date:**

Date of Execution

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**Attachment A, Scope of Work**

**Attachment B, Budget**

# FACE SHEET

Contract Number: 22-96721-010

**Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
Transit-Oriented Development Implementation (TODI) Grant**

<b>1. Contractor</b> City of Spokane 1808 W Spokane Falls Blvd Spokane, WA 99201		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Maren Murphy Assistant Planner II Phone: 509.625.6737 mmurphy@spokanecity.org		<b>4. COMMERCE Representative</b> Benjamin Serr Easter Regional Manager 509.724.1699 benjamin.serr@commerce.wa.gov <span style="float: right;">                     PO Box 42525                      1011 Plum Street SE                      Olympia Washington                      98504-2525                 </span>	
<b>5. Contract Amount</b> \$250,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> 6/30/2025 contingent on reappropriation, 6/30/23 if not reappropriated
<b>9. Federal Funds (as applicable)</b> NA		<b>Federal Agency:</b> NA	
<b>10. Tax ID #</b> NA		<b>CFDA Number</b> NA	
<b>11. SWV #</b> SWV0003387	<b>12. UBI #</b> 328-013-877	<b>13. DUNS #</b> NA	
<b>14. Contract Purpose</b> Transit-oriented development grant to facilitate transit-oriented development that leverages investments in The City Line with high-density residential development.			
<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: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ Nadine Woodward, Mayor City of Spokane  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government 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 two hundred fifty thousand dollars (\$250,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

**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 quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-96721-010.

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.

The grantees must invoice for all expenses by June 17, 2023. The parties understand and agree that any state funds not expended by June 30, 2023 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

**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**

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**5. 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.

**6. 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.

**7. 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

**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

Commerce will be monitoring the contracts twice a year to review progress in meeting milestones, deliverables and invoicing.

<b>Grant Objective 1: Create a University District TOD Subarea Plan along The City Line and adjacent to the Hamilton Street Corridor to support the growth of the area and leverage investment in transit and civic infrastructure.</b>			
<b>Steps and Deliverables</b>	<b>Description</b>	<b>Start</b>	<b>End</b>
<b>Action 1</b>	<b>Engagement, Existing Conditions, Visioning, and Draft Subarea Plan</b>	<b>Q1 2022</b>	<b>Q3 2022</b>
Step 1.1	Solicit RFP for consultant(s) and finalize selection	Q4 2021	Q1 2022
Step 1.2	Define project intent and scope, and form interdisciplinary project team	Q1 2022	Q1 2022
Step 1.3	Draft community engagement plan	Q1 2022	Q1 2022
Step 1.4	Early and continuous community outreach	Q1 2022	Q4 2022
Deliverable 1a	Community Engagement Plan		March 31, 2022
Step 1.5	Assess existing conditions and conduct market analysis for high density development	Q1 2022	Q2 2022
Step 1.6	Develop and refine project vision	Q2 2022	Q2 2022
Deliverable 1b	Existing Conditions Draft Report		June 30, 2022
Step 1.7	Identify development alternatives for environmental analysis that reviews existing and planned capital facilities improvements.	Q2 2022	Q3 2022
Step 1.8	Expand on Housing Action Plan displacement analysis and develop anti-displacement and affordability measures	Q2 2022	Q3 2022
Step 1.9	Develop draft subarea plan	Q2 2022	Q3 2022
Deliverable 1c	Draft University District TOD Subarea Plan with Anti-Displacement and Affordability Strategies		December 31, 2022
<b>Action 2</b>	<b>Refine and adopt Subarea Plan in coordination with Final EIS (Grant Objective 2)</b>	<b>Q1 2023</b>	<b>Q2 2023</b>
Step 2.1	Refine preferred alternative from SEPA planned action <b>(Grant Objective 2)</b>	Q1 2023	Q1 2023
Step 2.2	Prepare implementation strategy and schedule of actions	Q1 2023	Q1 2023
Step 2.3	Final draft subarea plan available for review by staff and public	Q2 2023	Q2 2023

Deliverable 2	Adopted University District TOD Subarea Plan		June 15, 2023
<b>Grant Objective 2: Prepare a SEPA planned action for the University District TOD Subarea Plan to encourage and expedite development around the stations and leverage the investment in transit and civic infrastructure.</b>			
<b>Action 3</b>	<b>Perform alternative analysis and Draft EIS</b>	<b>Q1 2022</b>	<b>Q1 2023</b>
Step 3.1	Determination of Significance/Scoping Notice	Q1 2022	Q1 2022
Step 3.2	Assess existing conditions in coordination with subarea plan	Q1 2022	Q3 2022
Step 3.3	Develop technical reports (transportation, stormwater, utilities, etc.)	Q3 2022	Q3 2022
Deliverable 3a	Summary of Technical Reports and SEPA Checklist		December 31, 2022
Step 3.4	Assess environmental impacts of alternatives for high density development	Q3 2022	Q4 2022
Step 3.5	Prepare Draft EIS and solicit public comments	Q4 2022	Q1 2023
Deliverable 3b	Draft EIS		March 31, 2023
<b>Action 4</b>	<b>Select preferred alternative and adopt planned action EIS and ordinance</b>	<b>Q1 2023</b>	<b>Q2 2023</b>
Step 4.1	Prepare Final EIS in conjunction with preferred alternative	Q1 2023	Q1 2023
Step 4.2	Prepare Planned Action Ordinance	Q2 2023	Q2 2023
Step 4.3	Public hearings with Plan Commission	Q2 2023	Q2 2023
Deliverable 4	Ordinance adopting Planned Action EIS		June 15, 2023

## Budget

<b>Grant Objective 1: Create a University District TOD Subarea Plan</b>	<b>Commerce Funds</b>
Action 1: Engagement, Existing Conditions, Visioning, and Draft Subarea Plan	\$80,000
<b>Deliverable 1a. Community Engagement Plan</b>	<b>\$10,000</b>
<b>Deliverable 1b. Existing Conditions Report</b>	<b>\$25,000</b>
<b>Deliverable 1c. Draft University District TOD Subarea Plan with Anti-Displacement and Affordability Strategies</b>	<b>\$45,000</b>
Action 2: Refine and adopt Subarea Plan	\$20,000
<b>Deliverable 2. Adopted University District TOD Subarea Plan</b>	<b>\$20,000</b>
<b>Grant Objective 2: Prepare a SEPA planned action</b>	<b>Commerce Funds</b>
Action 3: Perform alternative analysis and Draft EIS	\$120,000
<b>Deliverable 3a. Summary of Technical Reports and SEPA Checklist</b>	<b>\$50,000</b>
<b>Deliverable 3b. Draft EIS</b>	<b>\$70,000</b>
Action 4: Select preferred alternative and adopt planned action EIS and ordinance	\$30,000
<b>Deliverable 4. Ordinance adopting Planned Action EIS</b>	<b>\$30,000</b>
<b>Grant Total:</b>	<b>\$250,000</b>

NOTE: The final Deliverable(s) for this grant represents twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).

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

01/10/2022

<b>Date Rec'd</b>	12/20/2021
<b>Clerk's File #</b>	OPR 2022-0017
<b>Renews #</b>	
<b>Cross Ref #</b>	ORD C36165
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	PLANNING & ECONOMIC DEVELOPMENT
<b>Contact Name/Phone</b>	AMANDA BECK 625-6414
<b>Contact E-Mail</b>	ABECK@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Contract Item
<b>Agenda Item Name</b>	0650 - COMMERCE HOUSING ACTION PLAN IMPLEMENTATION GRANT

**Agenda Wording**

Contract between the City of Spokane and the WA Department of Commerce Housing Action Plan Implementation grant.

**Summary (Background)**

The City has been awarded a grant by WA Commerce to implement strategies from the Housing Action Plan. The grant funds support planning activities that encourage construction of additional affordable and market rate housing in a greater variety of housing types, in conformance with RCW 36.70A.600.

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Revenue \$ 100,000

Select \$

Select \$

Select \$

**Budget Account**

# 1360-94175-99999-33442

#

#

#

**Approvals**

**Dept Head** MEULER, LOUIS

**Division Director** MACDONALD, STEVEN

**Finance** ORLOB, KIMBERLY

**Legal** PICCOLO, MIKE

**For the Mayor** ORMSBY, MICHAEL

**Additional Approvals**

**Purchasing** lmeuler@spokanecity.org

**GRANTS, CONTRACTS & PURCHASING** BROWN, SKYLER smacdonald@spokanecity.org

**Council Notifications**

**Study Session\Other** PIES Committee on 9/27/2021 and 11/22/2021

**Council Sponsor** CM Lori Kinnear

**Distribution List**

tblack@spokanecity.org

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jlargent@spokanecity.org



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		<a href="mailto:mmurphy@spokanecity.org">mmurphy@spokanecity.org</a>

# Briefing Paper

## Public Infrastructure, Environment, and Sustainability Committee

<b>Division &amp; Department:</b>	Community and Economic Development — Planning Services
<b>Subject:</b>	WA Commerce Housing Action Plan and Implementation (HAPI) Grant Acceptance for \$100,000 to implement the Housing Action Plan
<b>Date:</b>	November 10, 2021
<b>Author (email &amp; phone):</b>	Amanda Beck; <a href="mailto:abeck@spokanecity.org">abeck@spokanecity.org</a> ; x6414
<b>City Council Sponsor:</b>	CM Kinnear
<b>Executive Sponsor:</b>	
<b>Committee(s) Impacted:</b>	PIES, Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input type="checkbox"/> Strategic Initiative
<b>Alignment:</b>	RCW 36.70A.600, Shaping Spokane Comprehensive Plan Chapter 6 and 3, Spokane Housing Action Plan.
<b>Strategic Initiative:</b>	Urban Experience - Housing.
<b>Deadline:</b>	November 30, 2021
<b>Outcome:</b>	Execute HAPI Grant contract with Commerce by December 31, 2021. All grant funds must be spent and deliverables completed by June 15, 2023.
<b>Background and History:</b>	
<p>Commerce HAPI Grant funds aim to encourage planning for and construction of additional affordable and market rate housing in a greater variety of housing types at prices that are accessible to a variety of incomes. Grant scope of work and deliverables must focus on implementation of strategies in adopted HAPs. The City’s proposed scope of work focuses on implementing the following HAP strategies, which have been selected because they are compliant with current Comprehensive Plan guidance:</p> <ul style="list-style-type: none"> <li>• A1 - Explore and expand allowed housing types to encourage missing middle housing throughout Spokane’s neighborhoods;</li> <li>• A3 - Continue to streamline and simplify changes to the City’s permit process, as necessary; and</li> <li>• A5 - Revise Accessory Dwelling Unit standards to allow for additional flexibility.</li> </ul> <p>The proposed scope of work includes code amendments to increase regulatory flexibility for accessory dwelling units (ADUs), increasing the number of attached units permitted in Residential Single-Family (RSF) &amp; RSF-Compact zones without the requirement of a planned unit development (PUD) process, and increasing the SEPA categorical exemption flexible thresholds for minor new construction as they are permitted by <a href="#">197-11-800 WAC</a>.</p>	
<b>Executive Summary:</b>	
To implement the strategies of the Housing Action Plan, the City will be enacting several code amendments aimed at expanding allowed housing types within the current Comprehensive Plan densities.	
<b>Budget Impact:</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
Annual/Reoccurring expenditure? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Other budget impacts:	
<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:	



**Interagency Agreement with**

City of Spokane

through

Growth Management Services

**For**

Housing Action Plan Implementation (HAPI) Grant  
to Implement an Existing Housing Action Plan

**Start date:**

Date of Execution

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**Attachment A, Scope of Work**

**Attachment B, Budget**

**FACE SHEET**

Contract Number: 22-63314-023

**Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
Housing Action Plan Implementation (HAPI) Grant**

<b>1. Contractor</b> City of Spokane 808 W Spokane Falls Blvd Spokane, WA 99201		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Tirrell Black Principal Planner 509.625.6185 tblack@spokanecity.org		<b>4. COMMERCE Representative</b> Benjamin Serr Eastern WA Regional Manager 509.724.1699 benjamin.serr@commerce.wa.gov	
<b>5. Contract Amount</b> \$100,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2023
<b>9. Federal Funds (as applicable)</b> NA	<b>Federal Agency:</b> NA	<b>CFDA Number</b> NA	
<b>10. Tax ID #</b> NA	<b>11. SWV #</b> SWV0003387	<b>12. UBI #</b> 328-013-877	<b>13. DUNS #</b> NA
<b>14. Contract Purpose</b> Implementation of RCW 36.70A.600 grant funding to address housing affordability through implementation of selected strategies from the city's adopted housing action plan.			
<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: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ Nadine Woodward, Mayor City of Spokane  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government 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 one hundred thousand dollars (\$100,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

**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 quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-63314-023.

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.

The grantees must invoice for all expenses by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

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.

**5. 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.

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**6. 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.

**7. 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

**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

Further work associated with an adopted housing action plan to *encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes (RCW 36.70A.600(2))*. In doing this work, *cities are encouraged to prioritize the creation of affordable, inclusive neighborhoods and to consider the risk of residential displacement, particularly in neighborhoods with communities at high risk of displacement (RCW 36.70A.600(9))*. This work includes the following strategies from the adopted Spokane Housing Action Plan:

\* \* \*

*Strategy A1: Explore and expand allowed housing types to encourage missing middle housing throughout Spokane's neighborhoods.*

*Strategy A3: Continue to streamline and simplify changes to the City's permit process, as necessary.*

*Strategy A5: Revise Accessory Dwelling Unit standards to allow for additional flexibility.*

\* \* \*

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

<b>Objective 1: Modify development regulations to increase the outright allowed number of attached units on individual lots in residential zoning districts.</b>			
<b>Steps/ Deliverables</b>	<b>Description</b>	<b>Start Date</b>	<b>End Date</b>
<b>Action A</b>	<b>Perform existing conditions analysis and initial alternatives to increase the attached units allowed outright.</b>	<b>Q4 2021</b>	<b>Q4 2022</b>
Step 1.1	Prepare public participation plan to provide for participation and input from community members, public agencies, neighborhood councils, the local development community, realtors, nonprofit housing advocates, and local religious groups.		Q4 2021
Step 1.2	Review existing development regulations and comprehensive plan policies to evaluate opportunities for a mix of housing types, including an increase in the allowed number of attached units on individual lots without the requirement of a planned unit development process. Determine which changes can be made within the existing comprehensive plan policy framework and which would require future policy changes.		Q1 2022
Step 1.3	Conduct community outreach with neighborhood councils, development community, and interest groups to engage and receive feedback on regulatory changes. <u>Note:</u> This step is an ongoing process until City Council's final adoption of proposed code amendments.		Q4 2022
Step 1.4	Conduct workshop with Plan Commission, and study session with City Council, on public input and feasibility of changes for		Q2 2022

	housing types, including an increase in the allowed number of attached units on individual lots.		
<b>Deliverable 1</b>	<b>a. Existing Code Analysis and Initial Alternatives; b. Public Participation Plan.</b>		<b>Jun 30, 2022</b>
<b>Action B</b>	<b>Develop ordinance to amend the Spokane Municipal Code to increase mix of housing types, specifically attached housing.</b>	<b>Q3 2022</b>	<b>Q4 2022</b>
Step 2.1	Develop draft ordinance and staff report.		Q3 2022
Step 2.2	Conduct open house to inform public of proposed changes and possible future built environment changes.		Q3 2022
Step 2.3	SEPA Checklist, prepare notices, distribute information.		Q4 2022
Step 2.4	Public hearing of the Plan Commission.		Q4 2022
<b>Deliverable 2</b>	<b>Final draft ordinance to increase the outright allowed number of attached units on individual lots.</b>		<b>Nov 30, 2022</b>
Step 2.5	Public hearing of the City Council.		Q4 2022
<b>Deliverable 3</b>	<b>Final ordinance adopted by City Council</b>		<b>June 15, 2023</b>
<b>Objective 2: Revise Accessory Dwelling Unit standards in chapter 17C.300 SMC to allow for additional flexibility and expand the zones that permit ADUs.</b>			
<b>Action C</b>	<b>Perform existing conditions analysis and initial alternatives for ADU revisions.</b>	<b>Q4 2021</b>	<b>Q3 2022</b>
Step 1.1	Prepare public participation plan. Conduct community outreach with neighborhood councils, development community, and HAP interest groups to engage and receive feedback on regulatory changes.		Q4 2021
Step 1.2	Review existing development regulations for opportunities to add flexibility to regulations. Gather best practices data, analyze, and review to understand the realistic potential of various changes to ADU regulations.		Q1 2022
Step 1.3	Conduct financial feasibility analysis of potential new ADU regulations. Additionally, review opportunities for City-approved ADU building plans to streamline the permitting process.		Q2 2022
Step 1.4	Conduct community outreach with neighborhood councils, development community, and interest groups to engage and receive feedback on regulatory changes. <u>Note:</u> This step is an ongoing process until City Council's final adoption of proposed code amendments.		Q3 2022
Step 1.5	Conduct workshop with Plan Commission, and study session with City Council, on public input and feasibility of increased ADU flexibility.		Q3 2022

<b>Deliverable 4</b>	<b>a. Existing Code Analysis for ADUs and Initial Alternatives; b. Public Participation Plan.</b>		<b>Jul 31, 2022</b>
<b>Action D</b>	<b>Finalize and adopt ordinance to revise ADU regulations in Chapter 17C.300 SMC.</b>	<b>Q3 2022</b>	<b>Q2 2023</b>
Step 2.1	Develop draft ordinance and staff report.		Q3 2022
Step 2.2	Conduct open house to inform public of proposed changes, with supporting development scenario sketches.		Q4 2022
Step 2.3	SEPA Checklist, prepare notices, distribute information.		Q4 2022
Step 2.4	Public hearing of the Plan Commission.		Q4 2022
<b>Deliverable 5</b>	<b>Final draft ordinance to revise ADU standards in Chapter 17C.300 SMC to allow for additional flexibility and expand permitted zoning districts.</b>		<b>March 30, 2023</b>
Step 2.5	Public hearing of the City Council.		Q4 2022
<b>Deliverable 6</b>	<b>Final ordinance adopted by City Council</b>		<b>June 15, 2023</b>
<b>Objective 3: Raise SEPA exemption levels for minor new construction to increase predictability for development and reduce permit timelines and costs.</b>			
<b>Action E</b>	<b>Perform existing conditions analysis and options for flexible threshold exemption revisions.</b>	<b>Q4 2021</b>	<b>Q1 2022</b>
Step 1.1	Review local, state, and federal codes to determine the environmental protections that are currently in effect.		Q4 2021
Step 1.2	Review recent SEPA determinations and develop amendments to codes to mitigate impacts outright.		Q4 2021
Step 1.3	Determine range of exemptions covered by current codes, what additional regulations would be needed for additional levels of exemption, and draft findings.		Q1 2022
<b>Deliverable 7</b>	<b>Existing Conditions Analysis and SEPA Exemption Options.</b>		<b>Jan 31, 2022</b>
<b>Action F</b>	<b>Finalize and adopt ordinance to raise SEPA exemption levels to encourage residential developments and new construction, and streamline review and permitting.</b>	<b>Q1 2022</b>	<b>Q3 2022</b>
Step 2.1	Develop draft ordinance and staff report.		Q1 2022
Step 2.2	Conduct open house to inform public of proposed changes, including development scenario sketches.		Q1 2022
Step 2.3	SEPA Checklist, prepare notices, distribute information.		Q2 2022
Step 2.4	Public hearing of the Plan Commission.		Q2 2022

**Attachment A**

<b>Deliverable 8</b>	<b>Final draft ordinance to increase SEPA exemption levels to encourage residential developments and new construction, and streamline review and permitting.</b>		<b>Jun 30, 2022</b>
Step 2.5	Public hearing of the City Council.		Q2 2023
<b>Deliverable 9</b>	<b>Final ordinance adopted by City Council</b>		<b>June 15, 2023</b>



## Budget

<b>Grant Objective 1. Perform existing conditions analysis and initial alternatives to increase the attached units allowed outright.</b>	<b>Commerce Funds</b>
Deliverable 1. Existing Code Analysis and Initial Alternatives; Public Participation Plan	\$22,200
Deliverable 2. Final draft ordinance to increase the outright allowed number of attached units on individual lots.	\$7,400
Deliverable 3. Final ordinance adopted by City Council	\$7,400
<b>Grant Objective 2. Revise Accessory Dwelling Unit standards</b>	
Deliverable 4. Existing Code Analysis for ADUs and Initial Alternatives; Public Participation Plan.	\$21,600
Deliverable 5. Final draft ordinance to revise ADU standards in Chapter 17C.300 SMC to allow for additional flexibility and expand permitted zoning districts.	\$7,200
Deliverable 6. Final ADU ordinance adopted by City Council	\$7,200
<b>Grant Objective 3. Raise SEPA exemption levels for minor new construction.</b>	
Deliverable 7. Existing Conditions Analysis and SEPA Exemption Options.	\$16,200
Deliverable 8. Final draft ordinance to increase SEPA exemption levels to encourage residential developments and new construction, and streamline review and permitting.	\$5,400
Deliverable 9. Final ordinance adopted by City Council	\$5,400
<b>Total:</b>	<b>\$100,000</b>

NOTE: The final Deliverable(s) for this grant represents a minimum of twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).



**Agenda Sheet for City Council Meeting of:**  
01/10/2022

<b>Date Rec'd</b>	1/13/2021
<b>Clerk's File #</b>	CPR 2021-0002
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	ACCOUNTING
<b>Contact Name/Phone</b>	DERREK DANIELS 625-6005
<b>Contact E-Mail</b>	DDANIELS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Claim Item
<b>Agenda Item Name</b>	5600-CLAIMS-2021

**Agenda Wording**

Report of the Mayor of pending claims & payments of previously approved obligations through: 12/24/2021. Total:\$5,059,621.62 with Parks & Library claims being approved by their respective boards. Claims excluding Parks & Library Total:\$4,181,323.36

**Summary (Background)**

Pages 1-21 Check numbers: 583296- 583382 ACH payment numbers: 97716- 97931 On file for review in City Clerks Office: 21 Page listing of Claims Note:

Lease? NO	Grant related?	Public Works? NO
<b>Fiscal Impact</b>		<b>Budget Account</b>
Expense \$ 4,181,323.36		# Various
Select \$		#
Select \$		#
Select \$		#

<b>Approvals</b>		<b>Council Notifications</b>	
<b>Dept Head</b>	MURRAY, MICHELLE	<b>Study Session\Other</b>	
<b>Division Director</b>	WALLACE, TONYA	<b>Council Sponsor</b>	
<b>Finance</b>	MURRAY, MICHELLE	<b>Distribution List</b>	
<b>Legal</b>	PICCOLO, MIKE		
<b>For the Mayor</b>	ORMSBY, MICHAEL		
<b>Additional Approvals</b>			
<b>Purchasing</b>			

REPORT: PG3620  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 51

APPROVAL FUND SUMMARY

DATE: 12/27/21  
TIME: 10:35  
PAGE: 1

FUND	FUND NAME	AMOUNT
0100	GENERAL FUND	321,768.92
1100	STREET FUND	302,184.41
1400	PARKS AND RECREATION FUND	359.50
1570	INTERMODAL FACILITY OPERATION	20,586.00
1630	COMBINED COMMUNICATIONS CENTER	1,277.65
1640	COMMUNICATIONS BLDG M&O FUND	3,618.02
1970	FIRE/EMS FUND	47,085.37
4100	WATER DIVISION	185,970.15
4250	INTEGRATED CAPITAL MANAGEMENT	166,058.92
4300	SEWER FUND	131,344.36
4480	SOLID WASTE FUND	282,033.69
4700	DEVELOPMENT SVCS CENTER	677.70
5100	FLEET SERVICES FUND	118,064.20
5200	PUBLIC WORKS AND UTILITIES	4,532.36
5300	IT FUND	46,831.54
5310	IT CAPITAL REPLACEMENT FUND	105,087.46
5400	REPROGRAPHICS FUND	170.14
5600	ACCOUNTING SERVICES	251.53
5800	RISK MANAGEMENT FUND	138,935.12
5830	EMPLOYEES BENEFITS FUND	655,141.00
5900	ASSET MANAGEMENT FUND OPS	15,272.22
5901	ASSET MANAGEMENT FUND CAPITAL	18,620.46
5903	PROPERTY ACQUISITION FIRE	31,299.52
6070	FIREFIGHTERS' PENSION FUND	142,404.85
6080	POLICE PENSION FUND	54,499.91
6230	BUILDING CODE RECORDS MGMT	3,554.95
6250	MUNICIPAL COURT	66,334.35
6960	SALARY CLEARING FUND NEW	2,932.08
	TOTAL:	2,866,896.38

REPORT: PG3640  
SYSTEM: FMSAP  
USER: MANAGER  
RUN NO: 51

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 12/27/21  
TIME: 10:36  
PAGE: 1

CHECK #	VENDOR	CITY	LIBRARY	PARKS
	USE TAX AMOUNTS	245.08	22.50	25.20
00583296	APRIA HEALTHCARE INC	520.92		
00583297	BOUND TREE MEDICAL LLC	789.80		
00583298	BROOKDALE SENIOR LIVING	5,776.00		
00583299	BROOKDALE SENIOR LIVING	5,776.00		
00583300	CENTURYLINK	465.86		
00583301	CONSONUS PHARMACY SERVICES	13.53		
00583302	CRISTA SENIOR COMMUNITY	7,975.00		
00583303	GN HEARING CARE CORPORATION	115.50		
00583304	HEALTH SERVICES SEATTLE LLC	122.40		
00583305	SCOTT SHUMAKE	88.00		
00583306	REX OLSON	117.70		
00583307	OMNICARE LLC	4,356.34		
00583308	ORCHARD CREST RETIREMENT LLC	10,015.00		
00583309	UNITED METHODIST HOMES	7,107.00		
00583310	MICHAEL ROGERS	10.00		
00583311	SPOKANE CARE GROUP LLC	7,728.00		
00583312	WA STATE TREASURER	69,889.30		
00583313	WESTERN SYSTEMS INC	38,343.22		
00583314	WELDON WOLFE	458.22		
00583315	STEPHEN PITTERS		50.00	
00583316	DONNA MARIE PRIETO		50.00	
00583317	SPOKANE PUBLIC LIBRARY IMPRE		191.94	
00583318	ADVANCE AUTO PARTS	51.25		
00583319	JUSTIN DOMINGUEZ	266.40		
00583320	GONZAGA UNIVERSITY	1,000.00		
00583321	RICKY HAYES	700.18		
00583322	INDUSTRIAL WELDING CO INC	12,740.74		
00583323	ZERO DB COMMUNICATIONS LLC	180.00		
00583324	VICTORIA SCHREIBEIS	10.00		
00583325	WILDLANDS MEDICS LLC	65.00		
00583326	KAGEN COFFEE & CREPES	345.00		
00583327	STEPHEN & JUDITH MONGELLUZZO	261.38		
00583328	NUKEY REALTY	273.08		
00583329	THE ESTATE OF EVELYN L BURGE	82.27		
00583330	ERIN GILLINGHAM	1,187.09		
00583331	YOUNG CONSTRUCTION	23.65		
00583332	ESTATE OF MARY HEISIG	157.06		
00583333	YOUNG CONSTRUCTION	1,449.77		
00583334	O'REILLY AUTOMOTIVE STORES I	542.22		
00583335	MICHAEL J RABEL	1,015.35		
00583336	STRYKER SALES CORPORATION	2,723.16		
00583337	TRUCKPRO HOLDING CORPORATION	970.90		
00583338	ULRICK'S AUTOMATIC	2,616.61		
00583339	UNITED PARCEL SERVICE	14.06		
00583340	WESTERN SYSTEMS INC	22,097.42		
00583341	AT&T MOBILITY	7,586.22		
00583342	NATHANAEL G GOBBLE	1,647.00		
00583343	RAMONA MACK	519.73		
00583344	SIX ROBBLEES INC	11.38		
00583346	GIBSON'S NURSERY & LANDSCAPE			3,795.17
00583347	NATIONAL RECREATION & PARK			1,625.00
00583348	NW BEST DIRECT INC			895.00

REPORT: PG3640  
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USER: MANAGER  
RUN NO: 51

CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 12/27/21  
TIME: 10:36  
PAGE: 2

CHECK #	VENDOR	CITY	LIBRARY	PARKS
00583349	PARK DEPT IMPREST FUND			157.95
00583375	FAIRWINDS SPOKANE LLC	44,320.00		
00583376	HEALTH SERVICES SEATTLE LLC	143.00		
00583377	AT&T MOBILITY	12.24		
00583378	CENTURYLINK	193.81		
00583379	GORDON AYLWORTH & TAMI PC	1,996.29		
00583380	PITNEY BOWES	8,052.08		
00583381	VALLEY EMPIRE COLLECTION	935.79		
00583382	WESTERN SYSTEMS INC	19,375.00		
80097716	ABM JANITORIAL SERVICES SOUT	3,492.05		
80097717	ACI NORTHWEST INC			524.16
80097718	AIRGRONOMICS NORTH LLC			3,760.37
80097719	NORTHWEST INDUSTRIAL SERVICE	400.58		
80097720	AVISTA UTILITIES		4,725.62	
80097721	BAKER & TAYLOR BOOKS		250.00	
80097722	THE FA BARTLETT TREE EXPERT			8,502.00
80097723	CAMTEK INC	30,976.70		
80097724	CITY SERVICE VALCON LLC	5,796.87		
80097725	CONTRACT DESIGN ASSOCIATES I		582.06	
80097726	CORE & MAIN LP	132,099.51		
80097727	L N CURTIS & SONS	29,684.10		
80097728	FASTENAL CO	3,269.47		
80097729	FOUR SEASONS LANDSCAPING INC	4,038.45		
80097730	GALLS LLC	823.88		
80097731	GARLAND/DBS INC			154,288.37
80097732	GONZAGA UNIVERSITY	13,000.00		
80097733	GORDON TRUCK CENTERS INC DBA	95.53		
80097734	GRADOVILLE ACTIVE TRAINING L	3,750.00		
80097735	HASKINS STEEL CO INC	1,282.24		
80097736	HUMANIX HUMAN RESOURCE		19,646.00	
80097737	KENWORTH SALES COMPANY	3,189.78		
80097738	KPFF CONSULTING ENGINEERS	5,966.52		
80097739	LEXICON, INC			447,236.08
80097740	MARSH GENERAL CONTRACTORS IN			3,629.70
80097741	MOVHER LLC		3,106.25	
80097742	MR CAR WASH	45.00		
80097743	MULTICARE HEALTH SYSTEMS	1,551.00		
80097744	MUNICIPAL EMERGENCY SERVICES	86.74		
80097745	NAPA AUTO PARTS	357.50		
80097746	OVERDRIVE INC		6,367.09	
80097747	PUBLIC LIBRARIES OF WASHINGT		1,631.61	
80097748	SPECTRUM		1,600.00	
80097749	SPOKANE HARDWARE SUPPLY INC		706.87	
80097750	SPOKANE OVERHEAD DOOR CO		9,742.42	
80097751	STUART CONSULTING GROUP INC	2,714.20		
80097752	ULINE INC		440.20	
80097753	US BANK TRAVEL CARD	17,751.85		
80097754	VERIZON WIRELESS		58.73	
80097755	THE WOODSHOP NW LLC		9,201.47	
80097756	BRETT A ROBERTS	450.00		
80097757	ROBERT WALKER	24.87		
80097758	AARDVARK	21,418.50		
80097759	ACRANET CBS BRANCH/DIV OF	256.00		

REPORT: PG3640  
SYSTEM: FMSAP  
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CITY OF SPOKANE  
COUNCIL CHECK RANGE/TOTAL

DATE: 12/27/21  
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PAGE: 3

CHECK #	VENDOR	CITY	LIBRARY	PARKS
80097760	ACTION MATERIALS	4,658.27		

80097761	AIRGAS SPECIALTY PRODUCTS IN	9,576.41	
80097762	ALLIED ENVELOPE	722.76	
80097763	AMERIGAS PROPANE LP	218.28	
80097764	AVISTA UTILITIES	63,486.38	
80097765	BANNER FURNACE & FUEL	221.27	
80097766	BATTERY SYSTEMS INC	1,169.15	
80097767	BECKER BUICK-GMC INC	84.22	
80097768	BOBCAT OF SPOKANE	194.73	
80097769	BROOKS APPLIED LABS LLC	1,340.00	
80097770	CATHOLIC CHARITIES	46,433.64	
80097771	CINTAS CORPORATION NO 3	2,312.97	
80097772	COLUMBIA ELECTRIC SUPPLY/DIV	9,968.27	
80097773	CONNELL OIL INC	3,456.81	
80097774	COPIERS NORTHWEST INC	202.70	
80097775	CUMMINS INC	5,073.17	
80097776	CUMMINS NORTHWEST LLC	11,124.73	
80097777	DELL MARKETING LP	1,036.20	
80097778	DLT SOLUTIONS LLC	2,147.13	
80097779	GWP HOLDINGS LLC	6,907.78	
80097780	ECOICHEM ANALYTICS INC	447.26	
80097781	ELJAY OIL CO INC	5,463.50	
80097782	ENDRESS+HAUSER INC	5,799.27	
80097783	EVERGREEN STATE TOWING LLC	1,032.51	
80097784	EVOQUA WATER TECHNOLOGIES LL	1,084.12	
80097785	FASTENAL CO	2,003.57	
80097786	FROSTY ICE/DIV OF R PLUM COR	52.32	
80097787	GARCO CONSTRUCTION INC		98,878.24
80097788	BRIDGESTONE AMERICAS INC	11,584.26	
80097789	GENERAL FIRE EXTINGUISHER	423.90	
80097790	GOODWILL INDUSTRIES OF THE	285,707.09	
80097791	GORDON TRUCK CENTERS INC DBA	2,228.39	
80097792	GRAINGER INC	44.39	
80097793	HOTSY OF SPOKANE LLC	3,335.40	
80097794	INLAND ENVIRONMENTAL RESOURC	15,340.42	
80097795	INLAND PACIFIC HOSE & FITTIN	98.04	
80097796	WILLAR CORP dba	3,416.20	
80097797	KENWORTH SALES COMPANY	387.82	
80097798	GEOCKO INC.	204,399.85	
80097799	MARTIN LUTHER KING JR FAMILY	15,000.00	
80097800	MCKINSTRY NORTHWEST INC	161.32	
80097801	FORCE AMERICA DISTRIBUTING I	1,036.31	
80097802	MOTION AUTO SUPPLY	1,698.27	
80097803	NALCO CO	626.75	
80097804	NAPA AUTO PARTS	2,176.47	
80097805	NORCO INC	142.31	
80097806	OTIS ELEVATOR COMPANY	256.96	
80097807	OXARC INC	30.57	
80097808	PACWEST MACHINERY LLC	506.45	
80097809	PAPE MACHINERY INC	889.49	
80097810	PETE LIEN & SONS INC	16,135.36	
80097811	PURE PROCESS FILTRATION INC	1,992.91	
80097812	RWC INTERNATIONAL LTD	208.26	

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CHECK #	VENDOR	CITY	LIBRARY	PARKS
80097813	SHI CORP	33,436.15		
80097814	MCCLOUGHLIN & EARDLEY GROUP	3,333.38		
80097815	SPOKANE NEIGHBORHOOD ACTION	40,771.72		
80097816	SOLID WASTE SYSTEMS INC	3,997.14		
80097817	SPOKANE HOUSE OF HOSE INC	1,744.43		

80097818	SPOKANE HOUSING AUTHORITY	3,237.11	
80097819	SPOKANE INT'L AIRPORT	407.50	
80097820	STARPLEX CORP	1,870.00	
80097821	BRAD L WHITE	4,233.04	
80097822	TACOMA SCREW PRODUCTS INC	93.68	
80097823	TIFCO INDUSTRIES	93.24	
80097824	TITAN TRUCK EQUIPMENT	841.39	
80097825	TRANSITIONS DBA TRANSITIONAL	14,928.17	
80097826	VOLUNTEERS OF AMERICA OF	19,393.04	
80097827	WA STATE DEPT OF ECOLOGY	40,423.50	
80097828	WASTE MANAGEMENT OF WA DBA	2,330.86	
80097829	WENDLE FORD NISSAN ISUZU	5,431.14	
80097830	WCP SOLUTIONS	170.14	
80097831	WESTSIDE MOTORSPORTS	167.86	
80097832	JUDITH GILMORE	105.00	
80097833	CRAIG E HULT	105.00	
80097834	MARK E LINDSEY	105.00	
80097835	NICOLE B PALMERTON	105.00	
80097836	SCOTT A STEPHENS	105.00	
80097837	ADVANCED CHEMICAL TRANSPORT	374.05	
80097838	NORTHWEST INDUSTRIAL SERVICE		791.31
80097839	BIG SKY INDUSTRIAL/DIV OF	7,362.14	
80097840	CAMERON-REILLY LLC	18,620.46	
80097841	CATHOLIC CHARITIES	81,361.87	
80097842	JACOBS/CH2M HILL	4,777.75	
80097843	CITY SERVICE VALCON LLC		6,280.82
80097844	COMCAST	1,033.02	
80097845	CORBIN SENIOR ACTIVITY CENTE		2,612.50
80097846	CORINNA REN	4,200.00	
80097847	COUNTRY LOCK AND KEY INC	903.99	
80097848	DATEC INC	1,604.04	
80097849	DESAUTEL HEGE COMMUNICATIONS		6,327.28
80097850	DESIGN WORKSHOP INC		39,815.78
80097851	DIVCO INC	5,134.48	
80097852	DW EXCAVATING INC	91,413.00	
80097853	EASTSIDE ELECTRIC MOTORS	4,131.10	
80097854	FIRE CONTROL SPRINKLER SYSTE	450.00	
80097855	FIRE PROTECTION SPECIALISTS	1,080.00	
80097856	BRIDGESTONE AMERICAS INC	1,213.85	
80097857	HDR ENGINEERING INC	4,991.26	
80097858	HELFRICH BROTHERS BOILER WOR	9,855.78	
80097859	HILLYARD SENIOR ACTIVITY CTR		6,666.66
80097860	HUGHES FIRE EQUIPMENT INC	15.57	
80097861	HYDRAULICS PLUS INC	4,666.88	
80097862	INLAND POWER & LIGHT CO		101.35
80097863	INTERFAITH HOSPITALITY	88,595.67	
80097864	JACOBS ENGINEERING GROUP INC	6,063.45	
80097865	K & L GATES LLP	4,139.10	

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80097866	KPFF CONSULTING ENGINEERS			4,772.49
80097867	MARTIN LUTHER KING JR FAMILY			3,483.33
80097868	MID CITY CONCERNS INC			1,543.75
80097869	NALCO CO	3,163.19		
80097870	NORTHEAST YOUTH CENTER			11,628.17
80097871	OAC SERVICES INC	960.60		
80097872	OIL RE-REFINING CO INC	629.25		
80097873	OSBORN CONSULTING INC	55,400.87		
80097874	PIONEER HUMAN SERVICES	9,728.34		

80097875	PMTECH INC	3,550.00	
80097876	PREMERA BLUE CROSS OR	717,592.60	
80097877	QUANTIX INC/ENTERTAINMENT		4,889.34
80097878	RIEDEL SHOES INC		4,366.56
80097879	BRANDSAFWAY SERVICES INC	180,414.85	
80097880	SHI CORP	708.72	
80097881	SPOKANE NEIGHBORHOOD ACTION	45,863.68	
80097882	SOUTHWEST SPOKANE COMMUNITY		3,328.92
80097883	SPOKANE INT'L AIRPORT	348.48	
80097884	SPRING ENVIRONMENTAL INC	525.00	
80097885	STERICYCLE INC	1,248.23	
80097886	TRANSITIONS DBA TRANSITIONAL	9,448.81	
80097887	UNITEC DORSH LLC	463.25	
80097888	US BANK OR CITY TREASURER	138,935.12	
80097889	US BANK P CARD PAYMENTS	222,363.04	
80097890	VOLUNTEERS OF AMERICA OF	60,126.15	
80097891	WEAR-TEK INC	8,447.52	
80097892	YWCA	31,088.52	
80097893	ALSCO DIVISION OF ALSCO INC	96.10	
80097894	AVISTA UTILITIES	215,137.42	
80097895	AZTECA SYSTEMS INC	300.00	
80097896	THE FA BARTLETT TREE EXPERT	20,741.61	
80097897	CAMTEK INC	1,329.80	
80097898	CATHOLIC CHARITIES	68,900.83	
80097899	COCHRAN INC	2,234.50	
80097900	COEUR D'ALENE SERVICE STATIO	7,059.37	
80097901	COMPUNET INC	105,087.46	
80097902	CONTROL SOLUTIONS NW INC	4,518.06	
80097903	CONVERSATIONS WITH KIANTHA L	9,920.00	
80097904	DELTA DENTAL OF WASHINGTON	38,158.15	
80097905	LUKE ESSER	7,000.00	
80097906	GORLEY LOGISTICS LLC	50.74	
80097907	FIBER MARKETING INTERNATIONA	4,305.50	
80097908	FRONTIER BEHAVIORAL HEALTH	68,398.41	
80097909	WINGFOOT COMMERCIAL TIRE	5,585.16	
80097910	THE GUARDIANS FOUNDATION INC	80,040.51	
80097911	ICON CORPORATION	2,069.91	
80097912	K & N ELECTRIC MOTORS INC	1,959.06	
80097913	KENWORTH SALES COMPANY	743.64	
80097914	MCKINSTRY CO LLC	50.57	
80097915	NALCO CO	2,084.78	
80097916	NORCO INC	1,101.40	
80097917	NORTHWEST OPEN ACCESS NETWOR	2,550.00	
80097918	PARTNERS WITH FAMILIES &	39,067.71	

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80097919	PRO MECHANICAL SERVICES INC	911.24		
80097920	PROFESSIONAL CRANE INSPECTIO	1,987.52		
80097921	RESOURCE SYNERGY LLC	613.99		
80097922	RIVER PARK SQUARE LLC	800.00		
80097923	GMCO CORP	360.00		
80097924	SPOKANE NEIGHBORHOOD ACTION	8,663.82		
80097925	SOUTHWEST SPOKANE COMMUNITY	9,275.61		
80097926	SPOKANE HOUSE OF HOSE INC	1,016.74		
80097927	STARPLEX CORP	29,653.13		
80097928	TRACE ANALYTICS LLC	19.32		
80097929	VERIZON WIRELESS	1,270.64		
80097930	VOLUNTEERS OF AMERICA OF	78,593.66		
80097931	YWCA	19,200.88		



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4,181,323.36	58,372.76	819,925.50
		=====
CITYWIDE TOTAL:		5,059,621.62

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

0020 - NONDEPARTMENTAL

CONVERSATIONS WITH KIANTHA LLC KIANTHA DUNCAN	CONTRACTUAL SERVICES ACH PMT NO. - 80097903	9,920.00
KAGEN COFFEE & CREPES KAGEN & JENNIFER COX	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00583326	345.00
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80097927	9,298.13
WILDLANDS MEDICS LLC MARSHALL & MATTHEW CUSICK	OTHR BUS REGISTRATIONS/PERMITS CHECK NO. - 00583325	65.00
TOTAL FOR 0020 - NONDEPARTMENTAL		19,628.13

0100 - GENERAL FUND

SPOKANE INT'L AIRPORT AIRPORT PARKING TICKETS	DEPOSIT-AIRPORT PARK VIOLATION ACH PMT NO. - 80097819	407.50
US BANK P CARD PAYMENTS	PCARD ADVANCE PYMT REC ACH PMT NO. - 80097889	222,363.04
ZERO DB COMMUNICATIONS LLC JAKE CARPENTER	PERMIT REFUNDS PAYABLE CHECK NO. - 00583323	180.00
TOTAL FOR 0100 - GENERAL FUND		222,950.54

0230 - CIVIL SERVICE

COCHRAN INC	MISC SERVICES/CHARGES ACH PMT NO. - 80097899	436.00
CRAIG E HULT	OTHER MISC CHARGES ACH PMT NO. - 80097833	105.00
JUDITH GILMORE	OTHER MISC CHARGES ACH PMT NO. - 80097832	105.00
MARK E LINDSEY	OTHER MISC CHARGES ACH PMT NO. - 80097834	105.00
NICOLE B PALMERTON	OTHER MISC CHARGES ACH PMT NO. - 80097835	105.00
SCOTT A STEPHENS	OTHER MISC CHARGES ACH PMT NO. - 80097836	105.00
SHI CORP	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80097813	220.62
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80097753	285.81-

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 0230 - CIVIL SERVICE	895.81
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	ACH PMT NO. - 80097729	3,804.10
FOUR SEASONS LANDSCAPING INC	SNOW REMOVAL SERVICES ACH PMT NO. - 80097729	234.35
NATHANAEL G GOBBLE	TUITION REIMBURSEMENT CHECK NO. - 00583342	1,647.00
UNITED PARCEL SERVICE	POSTAGE CHECK NO. - 00583339	14.06
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80097753	667.03
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80097753	10,930.14
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80097753	1,347.15
US BANK TRAVEL CARD	REGISTRATION/SCHOOLING ACH PMT NO. - 80097753	1,650.00
		-----
TOTAL FOR 0680 - POLICE		45,710.27

1100 - STREET FUND

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097894	214,326.59
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80097894	810.83
CENTURYLINK	TELEPHONE CHECK NO. - 00583378	193.81
FIBER MARKETING INTERNATIONAL INC dba FMI EQUIPMENT	OPERATING RENTALS/LEASES ACH PMT NO. - 80097907	4,305.50
GMCO CORP DBA ROADWISE	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097923	360.00
NORCO INC	CLOTHING ACH PMT NO. - 80097916	1,101.40
VERIZON WIRELESS	CELL PHONE ACH PMT NO. - 80097929	791.49
VERIZON WIRELESS	IT/DATA SERVICES ACH PMT NO. - 80097929	479.15

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

WESTERN SYSTEMS INC	MACHINERY/EQUIPMENT CHECK NO. - 00583313	37,671.14
WESTERN SYSTEMS INC	OPERATING SUPPLIES CHECK NO. - 00583340	1,658.89
WESTERN SYSTEMS INC	REPAIR & MAINTENANCE SUPPLIES CHECK NO. - 00583340	21,110.61
WESTERN SYSTEMS INC	SOFTWARE MAINTENANCE CHECK NO. - 00583382	19,375.00

TOTAL FOR 1100 - STREET FUND

-----  
302,184.41

1400 - PARKS AND RECREATION FUND

-----  
DELL MARKETING LP                      OFFICE SUPPLIES  
%DELL USA LP                            ACH PMT NO. - 80097777                      105.25  
  
US BANK TRAVEL CARD                    LODGING  
    ACH PMT NO. - 80097753                      232.25  
  
US BANK TRAVEL CARD                    OTHER TRANSPORTATION EXPENSES  
    ACH PMT NO. - 80097753                      22.00

TOTAL FOR 1400 - PARKS AND RECREATION FUND

-----  
359.50

1570 - INTERMODAL FACILITY OPERATION

-----  
COCHRAN INC                              BUILDING REPAIRS/MAINTENANCE  
    ACH PMT NO. - 80097899                      1,798.50  
  
STARPLEX CORP                            ALARM/SECURITY SERVICES  
    ACH PMT NO. - 80097927                      18,787.50

TOTAL FOR 1570 - INTERMODAL FACILITY OPERATION

-----  
20,586.00

1630 - COMBINED COMMUNICATIONS CENTER

-----  
CENTURYLINK                              TELEPHONE  
    CHECK NO. - 00583300                      85.27  
  
COMCAST                                    IT/DATA SERVICES  
    ACH PMT NO. - 80097844                      1,033.02  
  
GALLS LLC                                    CLOTHING  
    ACH PMT NO. - 80097730                      159.36

TOTAL FOR 1630 - COMBINED COMMUNICATIONS CENTER

-----  
1,277.65

1640 - COMMUNICATIONS BLDG M&O FUND

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CAMTEK INC                              BUILDING REPAIRS/MAINTENANCE  
    ACH PMT NO. - 80097897                      1,122.70  
  
CONTROL SOLUTIONS NW INC              BUILDING REPAIRS/MAINTENANCE  
    ACH PMT NO. - 80097902                      416.92  
  
FASTENAL CO                                OPERATING SUPPLIES  
    ACH PMT NO. - 80097728                      998.40  
  
FIRE PROTECTION SPECIALISTS  
LLC    BUILDING REPAIRS/MAINTENANCE  
    ACH PMT NO. - 80097855                      1,080.00

TOTAL FOR 1640 - COMMUNICATIONS BLDG M&O FUND

-----  
3,618.02

1970 - FIRE/EMS FUND

ALSCO DIVISION OF ALSCO INC	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097893	96.10
AT&T MOBILITY	CELL PHONE CHECK NO. - 00583377	5,114.61
AT&T MOBILITY	IT/DATA SERVICES CHECK NO. - 00583341	2,483.85
BOUND TREE MEDICAL LLC	SAFETY SUPPLIES CHECK NO. - 00583297	789.80
BRETT A ROBERTS	REGISTRATION/SCHOOLING ACH PMT NO. - 80097756	450.00
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097856	1,131.23
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80097856	82.62
CAMTEK INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097897	207.10
CENTURYLINK	TELEPHONE CHECK NO. - 00583300	380.59
CITY SERVICE VALCON LLC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80097724	5,796.87
CONTROL SOLUTIONS NW INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097902	4,101.14
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80097728	2,156.85
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097728	114.22
GALLS LLC	CLOTHING ACH PMT NO. - 80097730	664.52

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097733	95.53
GORLEY LOGISTICS LLC dba FIKES NORTHWEST	OPERATING SUPPLIES ACH PMT NO. - 80097906	50.74
GRADOVILLE ACTIVE TRAINING LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80097734	3,750.00
HUGHES FIRE EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097860	15.57
ICON CORPORATION	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097911	1,602.30
ICON CORPORATION	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097911	467.61
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY	

	ACH PMT NO. - 80097737	3,189.78
MR CAR WASH DEPT #880266	VEHICLE REPAIRS/MAINT ACH PMT NO. - 80097742	45.00
MULTICARE HEALTH SYSTEMS DBA MULTICARE CENTERS OF	MEDICAL SERVICES ACH PMT NO. - 80097743	1,551.00
MUNICIPAL EMERGENCY SERVICES DEPOSITORY ACCOUNT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097744	86.74
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80097745	54.49
NAPA AUTO PARTS GENUINE PARTS CO	OPERATING SUPPLIES ACH PMT NO. - 80097745	58.71
NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097745	244.30
NORCO INC	SAFETY SUPPLIES ACH PMT NO. - 80097805	142.31
PRO MECHANICAL SERVICES INC	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097919	400.58
PRO MECHANICAL SERVICES INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097919	510.66
SCOTT SHUMAKE 1417 1/2 CROWN AVE	PERMIT REFUNDS PAYABLE CHECK NO. - 00583305	88.00
SPOKANE HOUSE OF HOSE INC	CLOTHING ACH PMT NO. - 80097926	1,016.74
STERICYCLE INC STERICYCLE OF WA (BC)	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80097885	1,248.23
STRYKER SALES CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00583336	2,723.16

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

STUART CONSULTING GROUP INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097751	2,714.20
TRACE ANALYTICS LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097928	19.32
US BANK TRAVEL CARD	AIRFARE ACH PMT NO. - 80097753	1,759.02
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80097753	1,282.20
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80097753	154.60
WA STATE DEPT OF REVENUE	EQUIPMENT REPAIRS/MAINTENANCE -	245.08

TOTAL FOR 1970 - FIRE/EMS FUND

-----  
47,085.37



ACTION MATERIALS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097760	4,658.27
CAMTEK INC	CONTRACTUAL SERVICES ACH PMT NO. - 80097723	30,976.70
COLUMBIA ELECTRIC SUPPLY/DIV CONSOLIDATED ELECTRICAL	SOFTWARE (NONCAPITALIZED) ACH PMT NO. - 80097772	9,968.27
CORE & MAIN LP	INVENTORY PURCHASES FOR WATER ACH PMT NO. - 80097726	132,099.51
ERIN GILLINGHAM 6162 EUREKA RD	REFUNDS CHECK NO. - 00583330	1,187.09
ESTATE OF MARY HEISIG 6215 N ELM ST	REFUNDS CHECK NO. - 00583332	20.08
HASKINS STEEL CO INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097735	1,282.24
NUKEY REALTY 6419 N MONROE ST	REFUNDS CHECK NO. - 00583328	182.40
RAMONA MACK 904 S SODA RD	REFUNDS CHECK NO. - 00583343	484.18
STEPHEN & JUDITH MONGELLUZZO 4750 NW GANNET TER	REFUNDS CHECK NO. - 00583327	179.88
THE ESTATE OF EVELYN L BURGER 13810 SE 27TH AVE	REFUNDS CHECK NO. - 00583329	41.91
WILLAR CORP dba JOHNSTONE SUPPLY	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097796	3,416.20

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

YOUNG CONSTRUCTION PO BOX 3701	REFUNDS CHECK NO. - 00583333	1,473.42
TOTAL FOR 4100 - WATER DIVISION		185,970.15

4250 - INTEGRATED CAPITAL MANAGEMENT

DW EXCAVATING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097852	91,413.00
ESTATE OF MARY HEISIG 6215 N ELM ST	REFUNDS CHECK NO. - 00583332	35.44
HDR ENGINEERING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097857	4,991.26
JACOBS ENGINEERING GROUP INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097864	6,063.45
KPFF CONSULTING ENGINEERS	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097738	5,966.52
NUKEY REALTY 6419 N MONROE ST	REFUNDS CHECK NO. - 00583328	23.97

OAC SERVICES INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097871	960.60
OSBORN CONSULTING INC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097873	55,400.87
PMTECH INC DBA PMWEB	CONTRACTUAL SERVICES ACH PMT NO. - 80097875	1,171.50
RAMONA MACK 904 S SODA RD	REFUNDS CHECK NO. - 00583343	9.38
STEPHEN & JUDITH MONGELLUZZO 4750 NW GANNET TER	REFUNDS CHECK NO. - 00583327	22.93
TOTAL FOR 4250 - INTEGRATED CAPITAL MANAGEMENT		----- 166,058.92

4300 - SEWER FUND

ESTATE OF MARY HEISIG 6215 N ELM ST	REFUNDS CHECK NO. - 00583332	43.05
NUKEY REALTY 6419 N MONROE ST	REFUNDS CHECK NO. - 00583328	29.13
RAMONA MACK 904 S SODA RD	REFUNDS CHECK NO. - 00583343	11.39
STEPHEN & JUDITH MONGELLUZZO 4750 NW GANNET TER	REFUNDS CHECK NO. - 00583327	27.86

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

THE ESTATE OF EVELYN L BURGER 13810 SE 27TH AVE	REFUNDS CHECK NO. - 00583329	17.86
TOTAL FOR 4300 - SEWER FUND		----- 129.29

4320 - RIVERSIDE PARK RECLAMATION FAC

AVISTA UTILITIES	OPERATING RENTALS/LEASES ACH PMT NO. - 80097764	465.41
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097764	13,438.38
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80097764	10,289.39
BATTERY SYSTEMS INC	OPERATING SUPPLIES ACH PMT NO. - 80097766	1,169.15
CINTAS CORPORATION NO 3 LOC 606	SAFETY SUPPLIES ACH PMT NO. - 80097771	1,395.20
CUMMINS INC DBA CUMMINS SALES & SERVICE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097775	5,073.17
CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097776	5,651.54
ENDRESS+HAUSER INC	OPERATING SUPPLIES	

C/O FIELD INSTRUMENTS & CONTRO	ACH PMT NO. - 80097782	5,799.27
EVOQUA WATER TECHNOLOGIES LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097784	276.34
EVOQUA WATER TECHNOLOGIES LLC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097784	807.78
FROSTY ICE/DIV OF R PLUM CORP EMPIRE COLD STORAGE & FROSTY	OPERATING SUPPLIES ACH PMT NO. - 80097786	52.32
INLAND ENVIRONMENTAL RESOURCES INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097794	15,340.42
JUSTIN DOMINGUEZ	MINOR SAFETY EQUIPMENT CHECK NO. - 00583319	266.40
K & L GATES LLP	LEGAL SERVICES ACH PMT NO. - 80097865	4,139.10
MCKINSTRY CO LLC LOCKBOX	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097914	50.57
MCKINSTRY NORTHWEST INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097800	161.32
NALCO CO	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097803	626.75

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

OTIS ELEVATOR COMPANY	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097806	256.96
THE FA BARTLETT TREE EXPERT	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097896	20,741.61
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES ACH PMT NO. - 80097827	6,076.00
WASTE MANAGEMENT OF WA DBA GRAHAM ROAD LANDFILL	UTIL GARBAGE/WASTE REMOVAL ACH PMT NO. - 80097828	2,330.86
TOTAL FOR 4320 - RIVERSIDE PARK RECLAMATION FAC		94,407.94

4330 - STORMWATER

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097764	119.63
BROOKS APPLIED LABS LLC	TESTING SERVICES ACH PMT NO. - 80097769	1,340.00
WA STATE DEPT OF ECOLOGY	PERMITS/OTHER FEES ACH PMT NO. - 80097827	34,347.50
TOTAL FOR 4330 - STORMWATER		35,807.13

4360 - ENVIRONMENTAL PROGRAMS

GONZAGA UNIVERSITY LEADERSHIP CONNECTION	CONTRACTUAL SERVICES CHECK NO. - 00583320	1,000.00
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	ACH PMT NO. - 80097780	447.26
ELJAY OIL CO INC	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80097781	2,111.26
FASTENAL CO	OPERATING SUPPLIES ACH PMT NO. - 80097785	465.40
FASTENAL CO	PERSONAL PROTECTIVE EQUIPMENT ACH PMT NO. - 80097785	955.30
FASTENAL CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097785	582.87
FIRE CONTROL SPRINKLER SYSTEMS COMPANY INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097854	450.00
HELFRICH BROTHERS BOILER WORKS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097858	9,855.78

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

HYDRAULICS PLUS INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097861	4,666.88
KENWORTH SALES COMPANY	OPERATING RENTALS/LEASES ACH PMT NO. - 80097913	743.64
NALCO CO	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097869	3,163.19
OIL RE-REFINING CO INC	HAZARDOUS WASTE DISPOSAL ACH PMT NO. - 80097872	629.25
PETE LIEN & SONS INC	CHEMICAL/LAB SUPPLIES ACH PMT NO. - 80097810	16,135.36
PURE PROCESS FILTRATION INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097811	1,992.91
SPOKANE INT'L AIRPORT	OPERATING RENTALS/LEASES ACH PMT NO. - 80097883	348.48
SPRING ENVIRONMENTAL INC	REGISTRATION/SCHOOLING ACH PMT NO. - 80097884	525.00
UNITEC DORSH LLC C/O UNITEC CORPORATION	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097887	463.25
WEAR-TEK INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097891	8,447.52

TOTAL FOR 4490 - SOLID WASTE DISPOSAL -----  
262,171.53

4500 - SOLID WASTE COLLECTION

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097764	1,650.18
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80097764	2,952.92
CORINNA REN	CONTRACTUAL SERVICES	

DBA THE PNW DREAM	ACH PMT NO. - 80097846	3,500.00
HOTSY OF SPOKANE LLC	OPERATING SUPPLIES ACH PMT NO. - 80097793	3,335.40
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80097753	40.65-
TOTAL FOR 4500 - SOLID WASTE COLLECTION		----- 11,397.85

4530 - SOLID WASTE LANDFILLS

AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097764	1,662.36
HONORABLE MAYOR AND COUNCIL MEMBERS		12/27/21 PAGE 14
PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:		
JACOBS/CH2M HILL	CONTRACTUAL SERVICES ACH PMT NO. - 80097842	4,777.75
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80097820	1,870.00
TOTAL FOR 4530 - SOLID WASTE LANDFILLS		----- 8,310.11

4700 - DEVELOPMENT SVCS CENTER

NORTHWEST INDUSTRIAL SERVICES DBA AMERICAN ON SITE SERVICES	OPERATING RENTALS/LEASES ACH PMT NO. - 80097719	400.58
US BANK TRAVEL CARD	LODGING ACH PMT NO. - 80097753	267.12
VICTORIA SCHREIBEIS VPC ELECTRIC	PERMIT REFUNDS PAYABLE CHECK NO. - 00583324	10.00
TOTAL FOR 4700 - DEVELOPMENT SVCS CENTER		----- 677.70

5100 - FLEET SERVICES FUND

ADVANCE AUTO PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583318	51.25
AMERIGAS PROPANE LP DBA NORTHERN ENERGY	MOTOR FUEL-OUTSIDE VENDOR ACH PMT NO. - 80097763	218.28
AVISTA UTILITIES	COMPRESSED NATURAL GAS FUEL ACH PMT NO. - 80097764	24,786.45
AVISTA UTILITIES	UTILITY LIGHT/POWER SERVICE ACH PMT NO. - 80097764	7,492.73
AVISTA UTILITIES	UTILITY NATURAL GAS ACH PMT NO. - 80097764	392.69
BECKER BUICK-GMC INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097767	84.22
BOBCAT OF SPOKANE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097768	194.73

BRAD L WHITE dba SUPERIOR FLUID POWER	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097821	4,233.04
BRIDGESTONE AMERICAS INC dba GCR TIRES & SERVICE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097788	11,584.26
CINTAS CORPORATION NO 3 LOC 606	LAUNDRY/JANITORIAL SERVICES ACH PMT NO. - 80097771	917.77
CONNELL OIL INC DBA CO-ENERGY	LUBRICANTS ACH PMT NO. - 80097773	3,456.81

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

CUMMINS NORTHWEST LLC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097776	333.48
CUMMINS NORTHWEST LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097776	5,139.71
ELJAY OIL CO INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097781	3,352.24
EVERGREEN STATE TOWING LLC DBA SPOKANE VALLEY TOWING	TOWING EXPENSE ACH PMT NO. - 80097783	1,032.51
FORCE AMERICA DISTRIBUTING INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097801	1,036.31
GENERAL FIRE EXTINGUISHER SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097789	423.90
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097791	1,091.18
GORDON TRUCK CENTERS INC DBA PACIFIC TRUCK CENTERS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097791	1,137.21
GRAINGER INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097792	44.39
GWP HOLDINGS LLC DBA DOBBS PETERBILT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097779	6,907.78
INDUSTRIAL WELDING CO INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00583322	12,740.74
INLAND PACIFIC HOSE & FITTINGS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097795	98.04
KENWORTH SALES COMPANY	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097797	387.82
MCCLOUGHLIN & EARDLEY GROUP dba SIRENNET.COM	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097814	3,333.38
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	MINOR EQUIPMENT ACH PMT NO. - 80097802	146.37
MOTION AUTO SUPPLY PARTS WHOLESALERS INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097802	1,551.90
NAPA AUTO PARTS GENUINE PARTS CO	MINOR EQUIPMENT ACH PMT NO. - 80097804	377.13

NAPA AUTO PARTS GENUINE PARTS CO	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097804	1,799.34
OXARC INC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097807	30.57
O'REILLY AUTOMOTIVE STORES INC dba FIRST CALL	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583334	542.22

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

PACWEST MACHINERY LLC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097808	506.45
PAPE MACHINERY INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097809	889.49
RWC INTERNATIONAL LTD	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097812	208.26
SOLID WASTE SYSTEMS INC dba SWS EQUIPMENT INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097816	3,997.14
SPOKANE HOUSE OF HOSE INC	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097817	1,744.43
TACOMA SCREW PRODUCTS INC ATTN: ACCOUNTS RECEIVABLE	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097822	93.68
TIFCO INDUSTRIES	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097823	93.24
TITAN TRUCK EQUIPMENT	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097824	841.39
TRUCKPRO HOLDING CORPORATION DBA TNT TRUCK PARTS	VEHICLE REPAIR & MAINT SUPPLY CHECK NO. - 00583337	970.90
ULRICK'S AUTOMATIC TRANSMISSION SERVICE INC	EQUIPMENT REPAIRS/MAINTENANCE CHECK NO. - 00583338	2,616.61
WENDLE FORD NISSAN ISUZU	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097829	3,687.40
WENDLE FORD NISSAN ISUZU	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097829	1,743.74
WESTSIDE MOTORSPORTS	VEHICLE REPAIR & MAINT SUPPLY ACH PMT NO. - 80097831	167.86
WINGFOOT COMMERCIAL TIRE SYSTEMS LLC DBA GOODYEAR TIRE	EQUIPMENT REPAIRS/MAINTENANCE ACH PMT NO. - 80097909	5,585.16

TOTAL FOR 5100 - FLEET SERVICES FUND -----  
118,064.20

5200 - PUBLIC WORKS AND UTILITIES

NUKEY REALTY 6419 N MONROE ST	REFUNDS CHECK NO. - 00583328	3.00
SPOKANE NEIGHBORHOOD ACTION PARTNERS	CONTRACTUAL SERVICES ACH PMT NO. - 80097924	4,522.50
STEPHEN & JUDITH MONGELLUZZO	REFUNDS	



4750 NW GANNET TER	CHECK NO. - 00583327	3.00
THE ESTATE OF EVELYN L BURGER	REFUNDS	
13810 SE 27TH AVE	CHECK NO. - 00583329	3.86

HONORABLE MAYOR  
AND COUNCIL MEMBERS

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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

TOTAL FOR 5200 - PUBLIC WORKS AND UTILITIES		----- 4,532.36
5300 - IT FUND		
-----		
AZTECA SYSTEMS INC	SOFTWARE MAINTENANCE ACH PMT NO. - 80097895	300.00
DLT SOLUTIONS LLC dba DLT SOLUTIONS	SOFTWARE MAINTENANCE ACH PMT NO. - 80097778	2,147.13
NORTHWEST OPEN ACCESS NETWORK	TELEPHONE ACH PMT NO. - 80097917	2,550.00
PITNEY BOWES	OPERATING RENTALS/LEASES CHECK NO. - 00583380	8,052.08
RIVER PARK SQUARE LLC	OPERATING RENTALS/LEASES ACH PMT NO. - 80097922	800.00
SHI CORP	SOFTWARE MAINTENANCE ACH PMT NO. - 80097813	33,215.53
US BANK TRAVEL CARD	OTHER TRANSPORTATION EXPENSES ACH PMT NO. - 80097753	233.20-
TOTAL FOR 5300 - IT FUND		----- 46,831.54
5310 - IT CAPITAL REPLACEMENT FUND		
-----		
COMPUNET INC LB 410802	COMPUTER/MICRO EQUIPMENT ACH PMT NO. - 80097901	105,087.46
TOTAL FOR 5310 - IT CAPITAL REPLACEMENT FUND		----- 105,087.46
5400 - REPROGRAPHICS FUND		
-----		
WCP SOLUTIONS	OPERATING SUPPLIES ACH PMT NO. - 80097830	170.14
TOTAL FOR 5400 - REPROGRAPHICS FUND		----- 170.14
5600 - ACCOUNTING SERVICES		
-----		
ALLIED ENVELOPE	PRINTING/BINDING/REPRO ACH PMT NO. - 80097762	251.53
TOTAL FOR 5600 - ACCOUNTING SERVICES		----- 251.53
5800 - RISK MANAGEMENT FUND		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

US BANK OR CITY TREASURER LIABILITY CLAIMS	INSURANCE CLAIMS ACH PMT NO. - 80097888	138,935.12
TOTAL FOR 5800 - RISK MANAGEMENT FUND		138,935.12
5830 - EMPLOYEES BENEFITS FUND		
DELTA DENTAL OF WASHINGTON	INSURANCE CLAIMS ACH PMT NO. - 80097904	34,844.15
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	INSURANCE CLAIMS ACH PMT NO. - 80097876	620,296.85
TOTAL FOR 5830 - EMPLOYEES BENEFITS FUND		655,141.00
5900 - ASSET MANAGEMENT FUND OPS		
COEUR D'ALENE SERVICE STATION EQUIPMENT	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097900	6,376.38
COEUR D'ALENE SERVICE STATION EQUIPMENT	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097900	682.99
K & N ELECTRIC MOTORS INC	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097912	1,959.06
NALCO CO	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097915	2,084.78
PROFESSIONAL CRANE INSPECTIONS	BUILDING REPAIRS/MAINTENANCE ACH PMT NO. - 80097920	1,628.78
PROFESSIONAL CRANE INSPECTIONS	REPAIR & MAINTENANCE SUPPLIES ACH PMT NO. - 80097920	358.74
RESOURCE SYNERGY LLC	CONTRACTUAL SERVICES ACH PMT NO. - 80097921	613.99
STARPLEX CORP	ALARM/SECURITY SERVICES ACH PMT NO. - 80097927	1,567.50
TOTAL FOR 5900 - ASSET MANAGEMENT FUND OPS		15,272.22
5901 - ASSET MANAGEMENT FUND CAPITAL		
CAMERON-REILLY LLC	CONSTRUCTION OF FIXED ASSETS ACH PMT NO. - 80097840	18,620.46
TOTAL FOR 5901 - ASSET MANAGEMENT FUND CAPITAL		18,620.46
5903 - PROPERTY ACQUISITION FIRE		

PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

DATEC INC	MINOR EQUIPMENT ACH PMT NO. - 80097848	1,604.04
L N CURTIS & SONS	MINOR EQUIPMENT ACH PMT NO. - 80097727	29,684.10
SIX ROBBLEES INC	VEHICLES CHECK NO. - 00583344	11.38
TOTAL FOR 5903 - PROPERTY ACQUISITION FIRE		31,299.52

6200 - FIREFIGHTERS' PENSION FUND

APRIA HEALTHCARE INC	SERVICE REIMBURSEMENT CHECK NO. - 00583296	520.92
BROOKDALE SENIOR LIVING COMMUNITIES INC	SERVICE REIMBURSEMENT CHECK NO. - 00583299	11,552.00
CONSONUS PHARMACY SERVICES WASHINGTON LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583301	13.53
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80097904	2,613.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583375	28,820.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583375	5,330.00
GN HEARING CARE CORPORATION DBA BELTONE	SERVICE REIMBURSEMENT CHECK NO. - 00583303	115.50
HEALTH SERVICES SEATTLE LLC DBA MIRACLE EAR	SERVICE REIMBURSEMENT CHECK NO. - 00583376	143.00
MICHAEL J RABEL	SERVICE REIMBURSEMENT CHECK NO. - 00583335	1,015.35
MICHAEL ROGERS	SERVICE REIMBURSEMENT CHECK NO. - 00583310	10.00
OMNICARE LLC EVERGREEN PHARMACEUTICAL LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583307	4,356.34
ORCHARD CREST RETIREMENT LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583308	7,095.00
ORCHARD CREST RETIREMENT LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583308	2,920.00
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80097876	69,713.99
SPOKANE CARE GROUP LLC dba PINE RIDGE ALZHEIMER'S	SERVICE REIMBURSEMENT CHECK NO. - 00583311	5,900.00

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

SPOKANE CARE GROUP LLC	SERVICE REIMBURSEMENT
------------------------	-----------------------

dba PINE RIDGE ALZHEIMER'S	CHECK NO. - 00583311	1,828.00
WELDON WOLFE	SERVICE REIMBURSEMENT CHECK NO. - 00583314	458.22
TOTAL FOR 6200 - FIREFIGHTERS' PENSION FUND		142,404.85

6230 - BUILDING CODE RECORDS MGMT

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00583312	3,554.95
TOTAL FOR 6230 - BUILDING CODE RECORDS MGMT		3,554.95

6250 - MUNICIPAL COURT

WA STATE TREASURER	CONTRACTUAL SERVICES CHECK NO. - 00583312	66,334.35
TOTAL FOR 6250 - MUNICIPAL COURT		66,334.35

6300 - POLICE PENSION

CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00583302	5,975.00
CRISTA SENIOR COMMUNITY ASSISTED LIVING	SERVICE REIMBURSEMENT CHECK NO. - 00583302	2,000.00
DELTA DENTAL OF WASHINGTON	SERVICE REIMBURSEMENT ACH PMT NO. - 80097904	701.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583375	8,280.00
FAIRWINDS SPOKANE LLC	SERVICE REIMBURSEMENT CHECK NO. - 00583375	1,890.00
HEALTH SERVICES SEATTLE LLC DBA MIRACLE EAR	SERVICE REIMBURSEMENT CHECK NO. - 00583304	122.40
PREMERA BLUE CROSS OR SPOKANE CITY TREASURER	SERVICE REIMBURSEMENT ACH PMT NO. - 80097876	27,581.76
REX OLSON	SERVICE REIMBURSEMENT CHECK NO. - 00583306	117.70
RICKY HAYES	SERVICE REIMBURSEMENT CHECK NO. - 00583321	700.18
ROBERT WALKER	SERVICE REIMBURSEMENT ACH PMT NO. - 80097757	24.87

HONORABLE MAYOR  
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PROCESSING OF VOUCHERS RESULTS IN CLAIMS AS FOLLOWS:

UNITED METHODIST HOMES dba ROCKWOOD SOUTH HILL	SERVICE REIMBURSEMENT CHECK NO. - 00583309	7,107.00
TOTAL FOR 6300 - POLICE PENSION		54,499.91





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

01/10/2022

<b>Date Rec'd</b>	12/27/2021
<b>Clerk's File #</b>	CPR 1993-0069
<b>Renews #</b>	
<b>Cross Ref #</b>	
<b>Project #</b>	
<b>Bid #</b>	
<b>Requisition #</b>	

<b>Submitting Dept</b>	MAYOR
<b>Contact Name/Phone</b>	TESSA DELBRIDGE 625-6716
<b>Contact E-Mail</b>	TDELBRIDGE@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Boards and Commissions Appointments
<b>Agenda Item Name</b>	0520 APPOINTMENT TO DESIGN REVIEW BOARD

**Agenda Wording**

Appoint Robert Scarfo and Ryan Brodwater to a three-year term on the Design Review Board to serve from 1/1/2022 to 12/31/2024

**Summary (Background)**

Appoint Robert Scarfo to a three-year term on the Design Review Board to serve in the Landscape Architect position; Appoint Ryan Brodwater to a three-year term on the Design Review Board to serve in the Citizen at Large position

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Select	\$	#
Select	\$	#
Select	\$	#
Select	\$	#

**Budget Account**

**Approvals**

<b>Dept Head</b>	COTE, BRANDY
<b>Division Director</b>	
<b>Finance</b>	
<b>Legal</b>	
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	
<b>Council Sponsor</b>	
<b>Distribution List</b>	
	tdelbridge@spokanecity.org
	dgunderson@spokanecity.org

**Additional Approvals**

<b>Purchasing</b>	

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

01/10/2022

**Date Rec'd**

12/27/2021

**Clerk's File #**

CPR 1991-0068

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

MAYOR

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

TESSA DELBRIDGE 625-6716

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

TDELBRIDGE@SPOKANECITY.ORG

**Bid #****Agenda Item Type**Boards and Commissions  
Appointments**Requisition #****Agenda Item Name**

0520 APPOINTMENT TO HUMAN RIGHTS COMMISSION

**Agenda Wording**

Appoint Olivia Arballo-Saenz to a three-year term on the Human Rights Commission to serve from 1/1/2022 to 12/31/2024

**Summary (Background)**

Appoint Olivia Arballo-Saenz to a three-year term on the Human Rights Commission to serve from 1/1/2022 to 12/31/2024

Lease? NO

Grant related? NO

Public Works? NO

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

Select \$

#

Select \$

#

Select \$

#

Select \$

#

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

COTE, BRANDY

**Study Session\Other****Division Director****Council Sponsor****Finance****Distribution List****Legal**

tdelbridge@spokanecity.org

**For the Mayor**

ORMSBY, MICHAEL

lkissler@spokanecity.org

**Additional Approvals****Purchasing**



**Agenda Sheet for City Council Meeting of:**  
01/10/2022

<b>Date Rec'd</b>	12/20/2021
<b>Clerk's File #</b>	ORD C36165
<b>Renews #</b>	

<b>Submitting Dept</b>	PLANNING & ECONOMIC	<b>Cross Ref #</b>	OPR 2022-0016 &
<b>Contact Name/Phone</b>	MAREN 625-6737	<b>Project #</b>	
<b>Contact E-Mail</b>	MMURPHY@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	Special Budget Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	0650 - SBO FOR WA DEPT OF COMMERCE TODI AND HAP GRANTS		

**Agenda Wording**

An ordinance amending Ordinance C36161, passed by City Council December 13, 2021, and entitled "An ordinance adopting the Annual Budget of the City of Spokane for 2022,

**Summary (Background)**

The City has been awarded two grants; a \$250,000 grant by WA Commerce to facilitate transit-oriented development that leverages investments in STA's The City Line, Spokane's first bus rapid transit route, planning for high-density residential development in the University District and a \$100,000 grant to implement strategies from the Housing Action Plan;

Lease? NO Grant related? YES Public Works? NO

**Fiscal Impact**

Revenue	\$ 350,000
Expense	\$ 350,000
Select	\$
Select	\$

**Budget Account**

#	1360-94175-99999-33442
#	1360-94175-58620-54201
#	
#	

**Approvals**

<b>Dept Head</b>	MEULER, LOUIS
<b>Division Director</b>	MACDONALD, STEVEN
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	PIES Committee –
<b>Council Sponsor</b>	CM Lori Kinnear

**Additional Approvals**

<b>Purchasing</b>	mmurphy@spokanecity.org
<b>MANAGEMENT &amp;</b>	abeck@spokanecity.org
	sbishop@spokanecity.org
	smacdonald@spokanecity.org
	korlob@spokanecity.org





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

### **Agenda Wording**

making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage."

### **Summary (Background)**

and whereas, subsequent to the adoption of the 2022 budget Ordinance C36161, it is necessary to make changes in the appropriations of the Miscellaneous Grants Fund, as changes could not have been anticipated or known at the time of making such budget ordinance.

### **Fiscal Impact**

Select     **\$**

Select     **\$**

### **Budget Account**

**#**

**#**

### **Distribution List**

jlargent@spokanecity.org

pingiosi@spokanecity.org

jstratton@spokanecity.org

# Briefing Paper

## Public Infrastructure, Environment and Sustainability Committee

<b>Division &amp; Department:</b>	Community and Economic Development, Planning Services
<b>Subject:</b>	Council Acceptance of Transit-Oriented Development Implementation (TODI) Grant for \$250,000 from WA Dept of Commerce
<b>Date:</b>	November 22, 2021
<b>Author (email &amp; phone):</b>	Maren Murphy, <a href="mailto:mmurphy@spokanecity.org">mmurphy@spokanecity.org</a>
<b>City Council Sponsor:</b>	Council Member Kinnear
<b>Executive Sponsor:</b>	Mayor Nadine Woodward
<b>Committee(s) Impacted:</b>	Urban Experience & 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> (link agenda item to guiding document)	<ul style="list-style-type: none"> <li>• <a href="#">Comprehensive Plan</a>, Chapter 3 Land Use, Chapter 4 Transportation, Chapter 6 Housing</li> <li>• <a href="#">Housing Action Plan</a></li> </ul>
<b>Strategic Initiative:</b>	Increase housing quality and diversity, develop Spokane's transportation advantages
<b>Deadline:</b>	The final due date for deliverables must be no later than June 15, 2023.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	The TODI grant funds will be used to develop a subarea plan and conduct environmental analyses that facilitates TOD and high-density residential development along three City Line stations through the University District and adjacent to the Hamilton Street Corridor (see proposed study area on page 2).
<b>Background/History:</b>	
The City of Spokane has been awarded \$250,000 in grant funds from the Transit-Oriented Development and Implementation (TODI) grant program through the WA Dept. of Commerce. The 2021 Legislature created this grant program to facilitate transit-oriented development and leverage investment in public transportation services, plan for increased housing development within transit-rich areas, and conduct pre-development environmental review to streamline construction.	
<b>Grant Overview:</b>	
<ul style="list-style-type: none"> <li>• Eligible activities for the TODI grant include preparation of state environmental policy act (SEPA) environmental impact statements, planned action ordinances, subarea plans, costs associated with the use of other tools under SEPA, and costs of local code adoption and implementation of such efforts.</li> <li>• The City will develop a subarea plan and conduct a planned action EIS. Grant awards may only fund efforts that address environmental impacts and consequences, alternatives and mitigation measures in sufficient detail to allow the analysis to be adopted in whole or in part by applicants for development permits within the geographic area analyzed in the plan.</li> <li>• The City will hire a consultant to help develop the deliverables and conduct the environmental analyses, but project management and public engagement will require staff time.</li> <li>• The process will include early and continuous community engagement with property owners, agency partners, key institutional and organizational stakeholders, businesses, and residents.</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.) <i>Grants funds from WA Commerce, no match required. Staff time will be required.</i>	
<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:	

# TODI Grant – Proposed Study Area



ORDINANCE NO C36165

An ordinance amending Ordinance No. C-36161, passed by the City Council December 13, 2021, and entitled, "An ordinance adopting the Annual Budget of the City of Spokane for 2022, making appropriations to the various funds of the City of Spokane government for the fiscal year ending December 31, 2022, and providing it shall take effect immediately upon passage," and declaring an emergency.

WHEREAS, subsequent to the adoption of the 2022 budget Ordinance No. C-36161, as above entitled, and which passed the City Council December 13, 2021, it is necessary to make changes in the appropriations of the Miscellaneous Grants 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 Miscellaneous Grants Fund, and the budget annexed thereto with reference to the Miscellaneous Grants Fund, the following changes be made:

- 1) Increase revenue by \$350,000
  - a. \$250,000 of the increased revenue in the Miscellaneous Grants Fund is provided by the WA Dept. of Commerce for transit-oriented development implementation (TODI).
  - b. \$100,000 of the increased revenue in the Miscellaneous Grants Fund is provided by the WA Dept. of Commerce for housing action plan implementation (HAPI).
- 2) Increase the appropriation level by \$350,000
  - a. The increased appropriation is provided solely for contractual services in the Miscellaneous Grants Fund.

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 accept the 2021 TODI & HAPI grants, 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



**Interagency Agreement with**

City of Spokane

through

Growth Management Services

**For**

Transit-Oriented Development Implementation (TODI) Grant

**Start date:**

Date of Execution

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**Attachment A, Scope of Work**

**Attachment B, Budget**

**FACE SHEET**

Contract Number: 22-96721-010

**Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
Transit-Oriented Development Implementation (TODI) Grant**

<b>1. Contractor</b> City of Spokane 1808 W Spokane Falls Blvd Spokane, WA 99201		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Maren Murphy Assistant Planner II Phone: 509.625.6737 mmurphy@spokanecity.org		<b>4. COMMERCE Representative</b> Benjamin Serr Easter Regional Manager 509.724.1699 benjamin.serr@commerce.wa.gov <span style="float: right;">                     PO Box 42525                      1011 Plum Street SE                      Olympia Washington                      98504-2525                 </span>	
<b>5. Contract Amount</b> \$250,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> 6/30/2025 contingent on reappropriation, 6/30/23 if not reappropriated
<b>9. Federal Funds (as applicable)</b> NA		<b>Federal Agency:</b> NA	
		<b>CFDA Number</b> NA	
<b>10. Tax ID #</b> NA	<b>11. SWV #</b> SWV0003387	<b>12. UBI #</b> 328-013-877	<b>13. DUNS #</b> NA
<b>14. Contract Purpose</b> Transit-oriented development grant to facilitate transit-oriented development that leverages investments in The City Line with high-density residential development.			
<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: Attachment “A” – Scope of Work and Attachment “B” – Budget.			
<b>FOR CONTRACTOR</b>  _____ Nadine Woodward, Mayor City of Spokane  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government 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 two hundred fifty thousand dollars (\$250,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

**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 quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-96721-010.

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.

The grantees must invoice for all expenses by June 17, 2023. The parties understand and agree that any state funds not expended by June 30, 2023 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

**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**



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**5. 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.

**6. 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.

**7. 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

**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

Commerce will be monitoring the contracts twice a year to review progress in meeting milestones, deliverables and invoicing.

<b>Grant Objective 1: Create a University District TOD Subarea Plan along The City Line and adjacent to the Hamilton Street Corridor to support the growth of the area and leverage investment in transit and civic infrastructure.</b>			
<b>Steps and Deliverables</b>	<b>Description</b>	<b>Start</b>	<b>End</b>
<b>Action 1</b>	<b>Engagement, Existing Conditions, Visioning, and Draft Subarea Plan</b>	<b>Q1 2022</b>	<b>Q3 2022</b>
Step 1.1	Solicit RFP for consultant(s) and finalize selection	Q4 2021	Q1 2022
Step 1.2	Define project intent and scope, and form interdisciplinary project team	Q1 2022	Q1 2022
Step 1.3	Draft community engagement plan	Q1 2022	Q1 2022
Step 1.4	Early and continuous community outreach	Q1 2022	Q4 2022
Deliverable 1a	Community Engagement Plan		March 31, 2022
Step 1.5	Assess existing conditions and conduct market analysis for high density development	Q1 2022	Q2 2022
Step 1.6	Develop and refine project vision	Q2 2022	Q2 2022
Deliverable 1b	Existing Conditions Draft Report		June 30, 2022
Step 1.7	Identify development alternatives for environmental analysis that reviews existing and planned capital facilities improvements.	Q2 2022	Q3 2022
Step 1.8	Expand on Housing Action Plan displacement analysis and develop anti-displacement and affordability measures	Q2 2022	Q3 2022
Step 1.9	Develop draft subarea plan	Q2 2022	Q3 2022
Deliverable 1c	Draft University District TOD Subarea Plan with Anti-Displacement and Affordability Strategies		December 31, 2022
<b>Action 2</b>	<b>Refine and adopt Subarea Plan in coordination with Final EIS (Grant Objective 2)</b>	<b>Q1 2023</b>	<b>Q2 2023</b>
Step 2.1	Refine preferred alternative from SEPA planned action <b>(Grant Objective 2)</b>	Q1 2023	Q1 2023
Step 2.2	Prepare implementation strategy and schedule of actions	Q1 2023	Q1 2023
Step 2.3	Final draft subarea plan available for review by staff and public	Q2 2023	Q2 2023

Deliverable 2	Adopted University District TOD Subarea Plan		June 15, 2023
<b>Grant Objective 2: Prepare a SEPA planned action for the University District TOD Subarea Plan to encourage and expedite development around the stations and leverage the investment in transit and civic infrastructure.</b>			
<b>Action 3</b>	<b>Perform alternative analysis and Draft EIS</b>	<b>Q1 2022</b>	<b>Q1 2023</b>
Step 3.1	Determination of Significance/Scoping Notice	Q1 2022	Q1 2022
Step 3.2	Assess existing conditions in coordination with subarea plan	Q1 2022	Q3 2022
Step 3.3	Develop technical reports (transportation, stormwater, utilities, etc.)	Q3 2022	Q3 2022
Deliverable 3a	Summary of Technical Reports and SEPA Checklist		December 31, 2022
Step 3.4	Assess environmental impacts of alternatives for high density development	Q3 2022	Q4 2022
Step 3.5	Prepare Draft EIS and solicit public comments	Q4 2022	Q1 2023
Deliverable 3b	Draft EIS		March 31, 2023
<b>Action 4</b>	<b>Select preferred alternative and adopt planned action EIS and ordinance</b>	<b>Q1 2023</b>	<b>Q2 2023</b>
Step 4.1	Prepare Final EIS in conjunction with preferred alternative	Q1 2023	Q1 2023
Step 4.2	Prepare Planned Action Ordinance	Q2 2023	Q2 2023
Step 4.3	Public hearings with Plan Commission	Q2 2023	Q2 2023
Deliverable 4	Ordinance adopting Planned Action EIS		June 15, 2023



## Budget

<b>Grant Objective 1: Create a University District TOD Subarea Plan</b>	<b>Commerce Funds</b>
Action 1: Engagement, Existing Conditions, Visioning, and Draft Subarea Plan	\$80,000
<b>Deliverable 1a. Community Engagement Plan</b>	<b>\$10,000</b>
<b>Deliverable 1b. Existing Conditions Report</b>	<b>\$25,000</b>
<b>Deliverable 1c. Draft University District TOD Subarea Plan with Anti-Displacement and Affordability Strategies</b>	<b>\$45,000</b>
Action 2: Refine and adopt Subarea Plan	\$20,000
<b>Deliverable 2. Adopted University District TOD Subarea Plan</b>	<b>\$20,000</b>
<b>Grant Objective 2: Prepare a SEPA planned action</b>	<b>Commerce Funds</b>
Action 3: Perform alternative analysis and Draft EIS	\$120,000
<b>Deliverable 3a. Summary of Technical Reports and SEPA Checklist</b>	<b>\$50,000</b>
<b>Deliverable 3b. Draft EIS</b>	<b>\$70,000</b>
Action 4: Select preferred alternative and adopt planned action EIS and ordinance	\$30,000
<b>Deliverable 4. Ordinance adopting Planned Action EIS</b>	<b>\$30,000</b>
<b>Grant Total:</b>	<b>\$250,000</b>

NOTE: The final Deliverable(s) for this grant represents twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).

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

01/10/2022

**Date Rec'd**

12/15/2021

**Clerk's File #**

ORD C36164

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

CITY COUNCIL

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

BREEAN BEGGS 625-6254

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

BBEGGS@SPOKANECITY.ORG

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

Emergency Ordinance

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

0320 - SPECIFYING RENTAL ASSISTANCE PROGRAM PARTICIPATION REQUIREMENTS

**Agenda Wording**

An ordinance establishing requirements for participation in rental assistance programs; enacting a new chapter 18.08 of the Spokane Municipal Code; and declaring an emergency.

**Summary (Background)**

Millions of dollars for rental assistance that has not yet been fully distributed in Spokane, leaving eligible tenants vulnerable to eviction solely because the funds have not yet been distributed. In addition, the state-wide moratorium on residential evictions concluded at the end of October, 2021. The Mayor declared a housing emergency, which requires the City to take extraordinary steps to ensure that everyone has, and can keep, housing that is available and affordable to them.

Lease? NO

Grant related? NO

Public Works? NO

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

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

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

MCCLATCHEY, BRIAN

**Study Session\Other**

F&amp;A Comm., 10/18/21

**Division Director****Council Sponsor**CP Beggs, CM Stratton,  
CM Wilkerson**Finance****Distribution List****Legal****For the Mayor**

ORMSBY, MICHAEL

**Additional Approvals****Purchasing**

## ORDINANCE NO C36164

An ordinance establishing requirements for participation in rental assistance programs; enacting a new chapter 18.08 of the Spokane Municipal Code; and declaring an emergency.

**WHEREAS**, according to the U.S. Census American Community Survey's 2019 data, in Spokane, 56% of all housing units are priced at or below the median rent of \$1,098, and only 9% of all housing units rent for \$500 per month or less; and

**WHEREAS**, in Spokane, over 45% of renters are either cost-burdened (meaning they spend 30% or more of their income on rent) or extremely cost-burdened (meaning they spend 50% or more on rent); and

**WHEREAS**, nationwide, according to the Joint Center for Housing Studies at Harvard University, renters were more likely during the COVID-19 pandemic to lose employment than were homeowners, and Black and Hispanic renters are more likely to be cost-burdened or extremely cost-burdened; and

**WHEREAS**, renters with very low incomes and renters who have lost wages or employment during the COVID-19 pandemic are in a very vulnerable situation, as the perfect storm of historically low vacancy rates, a highly-constrained supply of rental housing that is affordable for people of very low incomes, potential back rent owed, the looming end of the eviction moratorium, and the high rate of cost-burdened renter households which pre-existed the COVID-19 pandemic create an extreme risk of housing instability; and

**WHEREAS**, housing instability from a variety of factors is a key driver of the increase in homelessness in Washington state, according to a recent report from the Washington Department of Commerce<sup>1</sup>, and increasing rents show a nearly linear correspondence to increased rate of homelessness; and

**WHEREAS**, the federal and state government have provided millions of dollars to the City of Spokane for the purpose of rental assistance that has not yet been fully distributed, leaving tenants who have applied for and are eligible for assistance vulnerable to eviction solely for the reason that the funds have not yet been distributed by the programs charged with distribution; and

**WHEREAS**, the state-wide moratorium on residential evictions concluded at the end of October, 2021; and

**WHEREAS**, the Mayor has declared a city-wide housing emergency, which requires the City to take extraordinary steps to ensure that all our residents have, and keep, housing that is available and affordable to them; and

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<sup>1</sup> "Homelessness in Washington State (2019)," Washington State Department of Commerce, *available at*: [https://www.commerce.wa.gov/wp-content/uploads/2020/02/Homelessness-in-Washington-State\\_final.pdf](https://www.commerce.wa.gov/wp-content/uploads/2020/02/Homelessness-in-Washington-State_final.pdf) (last reviewed Aug. 25, 2021).

**WHEREAS**, to address the confluence of these factors, the City Council determines that the City must take action now to protect renters who are receiving the benefit of housing assistance from the City, whether through direct payments or through rental assistance paid to a landlord, property owner, or property manager, to enable people of lower incomes to maintain housing stability, which is a key determinant of overall health, well-being, educational, and lifetime economic outcomes for children and families, to prevent homelessness, and to help mitigate the effects of the declared housing emergency.

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

**Section 1.** That there is enacted a new chapter 18.08 of the Spokane Municipal Code to read as follows:

**Chapter 18.08      Rental Assistance Programs**

**Section 18.08.010 Purpose and Intent**

The chapter is enacted to bridge gaps between proclamations of the Governor related to evictions and the state Legislature’s enactment of SB 5160, and to reduce uncertainty for tenants and for landlords as the state implements post-COVID-19 long-term housing recovery strategies.

**Section 18.08.020 Definitions**

- A. “Customary and routine” means communication practices that were in place prior to March 18, 2020, but only to the extent that those communications reasonably notify a tenant of upcoming rent that is due; provide notice of community events, news, or updates; provide notice of availability of rental assistance or inquires as to whether a tenant has or is willing to seek rental assistance; document a lease violation; are related to negotiating a reasonable repayment plan or other program provided by SH 5160; or are otherwise consistent with this chapter.
- B. “Landlord” includes, in addition to landlords, property managers and property owners.
- C. “Operational eviction resolution pilot program” means a program that complies with the provisions of Section 7 of E2SSB 5160, is located in Spokane County, is serving or is able to serve pilot program clients, and is in compliance with a standing judicial order(s) of the Spokane County Superior Court.
- D. “Operational rental assistance program” means a program located in Spokane County in which the rental property is located, is receiving or able to receive applications for rental assistance from eligible renters and landlords, and is currently disbursing or is able to disburse funds.
- E. “Reasonable repayment plan” has the same meaning as “reasonable schedule for repayment,” as defined in Section 4 of E2SSB 5160, and means a repayment plan

or schedule for unpaid rent that does not exceed monthly payments equal to one-third of the monthly rental charges during the period of accrued debt.

- F. "Rental assistance program" means financial assistance provided by the City of Spokane, whether derived from local funds or as a pass-through of state or federal funds or funds from any other source, to a landlord or to a tenant, to help defray the cost of past rent owed, future rent, relocation expenses, late fees, enforceable debt, damage mitigation costs, or any other costs incurred or owed by a tenant to a landlord and reimbursable from the rental assistance program, as particularly described in the specific program documents.

#### **Section 18.08.030 Past rent owed**

- A. If based in whole or in part on any arrears (rent owed) that accrued due to COVID-19 from February 29, 2020 through July 31, 2021, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a tenant to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate until both of the following conditions are met:
  - 1. a rental assistance program and an eviction resolution pilot program have been implemented and are operational in Spokane County; and
  - 2. a tenant has been provided with and has rejected or failed to respond within 14 days of receipt of such notice to an opportunity to participate in an operational rental assistance program and an operational eviction resolution pilot program.
- B. There is a presumption that any rent payment made on or after August 1, 2021, is applied to current rent before applying toward arrears.
- C. Each rental assistance program is authorized to share the application status of a tenant with the tenant's landlord.

#### **Section 18.08.040 Enforceable debt**

- A. If based in whole or in part on any arrears for a current tenant that accrued due to COVID-19 from February 29, 2020 through July 31, 2021, landlords are prohibited from treating any unpaid rent or other charges related to a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was, in whole or in part, a result of the COVID-19 crisis, until such time as the landlord and tenant have been provided with an opportunity to resolve nonpayment of rent through a rental assistance program and an eviction resolution pilot program.
- B. This prohibition includes attempts to collect, or threats to collect, independently or through a collection agency, by filing an unlawful detainer or other judicial action, by withholding any portion of a security deposit, by reporting to credit bureaus, or by any other means.

#### **Section 18.08.050 Future rent owed**

- A. For rent accruing on August 1, 2021, or thereafter, it is the expectation that tenants will pay rent in full, negotiate a lesser amount or a payment plan with the tenant's landlord, or actively seek rental assistance if assistance is needed.
- B. Through December 31, 2022 for rent accruing on August 1, 2021, or thereafter, and unless an exception or other state law allows for eviction, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a tenant to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate, if, unless otherwise permitted by this chapter, a tenant has:
  - 1. made full payment of rent;
  - 2. made a partial payment of rent based on their individual economic circumstances as negotiated with the landlord; or
  - 3. has a pending application for rental assistance that has not been fully processed and the landlord has notice of that application.
- C. There is a presumption that any rent payment made on or after August 1, 2021, is applied to current rent before applying toward arrears.
- D. A landlord is not required to accept partial payment of rent but is required to offer a tenant a reasonable repayment plan as defined in this chapter and in compliance with SB 5160.
- E. A rental assistance program is authorized to share the application status of a tenant with the tenant's landlord.

#### **Section 18.08.060 Late fees**

Through December 31, 2022, landlords are prohibited from assessing, or threatening to assess, late fees for the nonpayment or late payment of rent or other charges related to a dwelling where such nonpayment or late payment occurred due to COVID-19 on or after February 29, 2020 through August 1, 2021.

#### **Section 18.08.070 Written notice of resources and programs**

For rent owed that accrued due to COVID-19 on or after February 29, 2020, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate without first providing the tenant with written notice of the funding resources and programs established in E2SSB 5160. The written material may be provided in hard copy or electronically. Links to these materials may also be found on the Washington state Attorney General Office's website.

#### **Section 18.08.080 Reasonable payment plans**

- A. For rent owed that accrued due to COVID-19 on or after February 29, 2020, landlords are prohibited from serving or enforcing, or threatening to serve or enforce, any notice requiring a resident to vacate any dwelling, including but not limited to an eviction notice, notice to pay or vacate, unlawful detainer summons or complaint, notice of termination of rental, or notice to comply or vacate if the landlord has made no attempt to establish a reasonable repayment plan with the tenant, or if they cannot agree on a plan and no local eviction resolution pilot program exists.
- B. Tenants must respond to landlords within 14 days of the landlord's offer.
- C. If a tenant fails to accept the terms of a reasonable repayment plan or if the tenant defaults on any rent owed under a repayment plan, a landlord must first provide notice to the tenant informing the tenant of the eviction resolution pilot program, and then follow the procedures provided in SB 5160, before filing an unlawful detainer action based in whole or in part on non-payment. The pilot program must be operational and accepting new referrals at the time the notice is sent and must be able to provide the tenant with an opportunity to participate in the program.

#### **Section 18.08.090 Permissible unlawful detainer actions**

Excepting the prohibitions stated herein, all other allowable evictions under ESHB 1236 and the current Residential Landlord-Tenant Act (RCW 59.18) and Manufactured/Mobile Home Landlord-Tenant Act (RCW 59.20) may proceed as otherwise allowed by law.

#### **Section 18.08.100 Local law enforcement involvement in evictions prohibited**

The Spokane Police Department is prohibited from serving, threatening to serve, or otherwise acting on eviction orders, including assisting any other jurisdiction or law enforcement agency in the same, affecting any dwelling unless the eviction order, including a writ of restitution, contains a written finding that the landlord has complied with this chapter and the unlawful detainer action is permitted under this chapter.

#### **Section 18.08.110 Communications**

- A. Nothing in this chapter precludes a landlord from engaging in customary and routine communications with tenants.
- B. Within these communications and parameters, landlords may provide information to tenants regarding financial resources, including coordinating with tenants in applying for rent assistance through the state's Emergency Rent Assistance Program (ERAP) or an alternative rent assistance program, and to provide tenants with information on how to engage with them in discussions regarding reasonable repayment plans as described in this chapter.

- C. Tenants must respond to landlords regarding establishing reasonable repayment plans and participation in eviction resolution programs per the timelines established in SB 5160.

#### **Section 18.08.120 Retaliation prohibited**

Landlords are prohibited from retaliating against individuals for invoking their rights or protections under this Proclamation, Proclamations 20-19 et seq., or any other state or federal law providing rights or protections for residential dwellings. Violation of this section is a misdemeanor.

#### **Section 18.08.130 Right to legal counsel**

- A. Nothing in this chapter modifies the requirement in Section 8 of E2SSB 5160 that a court must appoint an attorney for an indigent tenant in an unlawful detainer proceeding.
- B. The City of Spokane may implement a funding program to ensure implementation of Section 8 of SB 5160.

#### **Section 18.08.140 Exclusions**

This chapter does not apply to: (1) emergency shelters where length of stay is conditioned upon a resident's participation in, and compliance with, a supportive services program; (2) long-term care facilities licensed or certified by Department of Social and Health Services; (3) transient housing in hotels and motels; short-term rentals; (4) motor homes; (5) RVs; (6) public lands; and (6) camping areas.

#### **Section 18.08.150 Penalties**

- A. Each violation of this chapter is a class 1 civil infraction. This penalty is in addition to any other penalties available to a prevailing party, including economic damages, reasonable attorneys fees and costs, and exemplary damages.
- B. Nothing in this chapter precludes the City of Spokane from imposing additional remedies for a landlord's breach of a rental assistance program contract, such as for unjust enrichment, or reasonable costs and attorneys fees.

#### **Section 18.08.160 Severability**

If any section, subsection, paragraph, or sentence of this chapter is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, such provision(s) shall be severed from this chapter, and the remaining provisions of this chapter shall remain in force unaffected by such severance.

**Section 2.** That the City Council declares that an urgency and emergency exists, including the end of the eviction moratorium and the existence of a housing emergency



in Spokane, such that this ordinance is needed for the immediate preservation of the public peace, health, or safety, and/or for the immediate support of City government and its 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

## Briefing Paper

<b>Division &amp; Department:</b>	City Council
<b>Subject:</b>	Establishing requirements for participation in City of Spokane rental assistance programs
<b>Date:</b>	December 15, 2021
<b>Author (email &amp; phone):</b>	Breean Beggs (bbeggs@spokanecity.org) 625-6254
<b>City Council Sponsor(s):</b>	Council President Beggs; Council Member Stratton
<b>Executive Sponsor:</b>	None
<b>Committee(s) Impacted:</b>	Urban Development/Urban Experience
<b>Type of Agenda item:</b>	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Strategic Initiative
<b>Alignment:</b> (link agenda item to guiding document – i.e., Master Plan, Budget, Comp Plan, Policy, Charter, Strategic Plan)	<p>Comprehensive Plan Policy H 1.6 (Fair Housing): promote compliance with fair housing laws.</p> <p>Comprehensive Plan Policy H 1.10 (Lower-Income Housing Development Incentives): Support and assist the public and private sectors to develop lower-income or subsidized housing for households that cannot compete in the market for housing by using federal, state, and local aid.</p>
<b>Strategic Initiative:</b>	<b>Available Housing; Our Most Vulnerable; Safer Community.</b>
<b>Deadline:</b>	File for Council consideration following committee meeting.
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Creation of requirements for landlord participation in rental assistance programs; increase housing stability for renters; creation of predictable framework for participation in rental assistance programs.
<b>Budget Impact:</b>	
Approved in current year budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If new, specify funding source: N/A	
Other budget impacts: (revenue generating, match requirements, etc.) N/A	
<b>Operations Impact:</b>	
Consistent with current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Requires change in current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Specify changes required: New program requirements for participants in rental assistance programs.	
Known challenges/barriers: Adoption of new program requirements for participations in rental assistance programs.	



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

01/10/2022

<b>Date Rec'd</b>	12/28/2021
<b>Clerk's File #</b>	RES 2022-0007
<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 X6714
<b>Contact E-Mail</b>	BBEGGS@SPOKANECITY.ORG
<b>Agenda Item Type</b>	Resolutions
<b>Agenda Item Name</b>	0320 - APPOINTING CMS TO BOARDS AND COMMISSIONS IN 2022

**Agenda Wording**

A Resolution appointing Council Members to various boards and commissions for 2022.

**Summary (Background)**

Annually, during the second meeting of the year, City Council Members are appointed to various boards, committees and commissions for the year. In addition to the CM appointments, this resolution appoints all CMs as alternates to all boards, commissions and committees and the Mayor as an additional alternate to the STA Board.

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>	
<b>Legal</b>	
<b>For the Mayor</b>	

**Council Notifications**

<b>Study Session\Other</b>	Study Session - 1/6/22
<b>Council Sponsor</b>	CP Beggs

**Distribution List**

**Additional Approvals**

<b>Purchasing</b>	

## RESOLUTION NO 2022-0007

A resolution appointing City Council Members to boards, committees, and commissions for 2022.

**WHEREAS**, City Council members are appointed to serve on various boards, committees, and commissions, including City Council standing committees, inter-governmental boards, and various other boards and committees; and

**WHEREAS**, City Council standing committee appointments are governed by chapter 02.005 of the Spokane Municipal Code and Rule 9 of the City Council's Rules of Procedure; and

**WHEREAS**, Section 02.005.010(D)(6) of the Spokane Municipal Code provides that standing committee membership shall be determined at the second legislative session of the City Council of each calendar year and memorialized by resolution of the City Council; and

**WHEREAS**, City Council members are included as members of several inter-governmental boards and committee and serve on other city boards and committees pursuant to various inter-local agreements, provisions of the Spokane Municipal Code, and state statutes.

**NOW, THEREFORE, BE IT RESOLVED** that the Spokane City Council approves the attached list of appointments to the City Council standing committees, inter-governmental boards and commissions, and other board as committees as specified in the attached list.

**BE IT ALSO RESOLVED** that all Council Members are formally appointed to serve as alternates on any listed board, commission or committee when an appointed Council Member cannot attend. Alternate Council Members will be chosen at the discretion of the Council President. The Mayor is also appointed as an additional alternate to the Spokane Transit Authority Board of Directors.

**BE IT ALSO RESOLVED** that subsequent changes to the appointments on the attached list approved by this resolution may be approved by motion of the Council.

Passed by the City Council this \_\_\_\_ day of January, 2022.

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City Clerk

Approved as to form:

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Assistant City Attorney

Committee/Board	2022
Council President Pro-Tem	Lori Kinnear
<b>Standing Council Committees</b>	
Urban Experience	Chair: Stratton; Vice: Zappone
Finance & Administration	Chair: Wilkerson; Vice: Cathcart
Public Infrastructure, Environment & Sustainability	Chair: Kinnear; Vice: Bingle
Public Safety & Community Health	Chair: Cathcart; Vice: Beggs
<b>Boards and Commissions</b>	
911 Integrated Response Committee	N/A
Aging and Long Term Care	Stratton
Airport Board	Beggs
Association of Washington Cities Board	Wilkerson, Stratton
Board of Health	N/A
Budget	Beggs, Wilkerson, Cathcart
Community Assembly	Rotates
Community Health and Human Services	Wilkerson, Bingle
C.O.P.S.	Stratton
Council Liaison - Equity Subcommittee	Wilkerson
Council Liaison - Housing Action Subcommittee	Cathcart
Council Liaison - Sustainability Action Subcommittee	Kinnear
Docketing	Kinnear, Cathcart, Zappone
Downtown Spokane BID Board	Stratton
Fire Pension (must include Finance Chair)	Cathcart, Wilkerson
Growth Management Act Steering Committee of Elected Officials	Beggs, Cathcart, Kinnear
Human Rights Commission	Zappone
Investment Committee	Kinnear
Legislative Team	Beggs, Zappone, Bingle
Library Board	Bingle
Lodging Tax Advisory Committee (PFD)	Wilkerson
Lodging Tax Advisory Committee (1.3%)	Wilkerson
Mayor's Economic Advisory Committee	Rotates
MFTE Review & Update Committee	Beggs, Bingle, Zappone
Park Board	Bingle
Park Board Exec Committee	Bingle
Parking Advisory Committee	Kinnear, Stratton
Partnership Policy (Schools, Parks, Libraries)	Bingle, Zappone
Plan Commission	Kinnear
Plan Commission - Transportation Sub.	Bingle
Priority Spokane	Stratton
Police Advisory Committee	Cathcart
Police Pension	Beggs, Cathcart
Regional Governance Committee	Beggs
Recovery Plan Workgroup	Beggs, Wilkerson, Zappone
Redistricting Committee	Beggs, Zappone
Spokane Arts	Stratton
Spokane Employees Retirement Board	Bingle
Spokane Regional Law and Justice	N/A
Spokane Regional Solid Waste Liaison Board	Bingle
Spokane Regional Transportation Council	Wilkerson, Zappone
Spokane Transit Authority (STA)	Kinnear, Stratton, Wilkerson, Zappone
STA Central City Line	Kinnear
Strategic Planning Committee	Kinnear, Stratton, Cathcart
TPA Commission/Hotel Motel Commission	Wilkerson
Traffic Calming/PhotoRed	Beggs, Cathcart, Zappone
University District PDA	Beggs
Visit Spokane	Wilkerson
West Plains PDA/S3R3	Beggs
The Yard PDA	Cathcart



**Agenda Sheet for City Council Meeting of:**  
01/03/2022

<b>Date Rec'd</b>	10/25/2021
<b>Clerk's File #</b>	ORD C36137
<b>Renews #</b>	

<b>Submitting Dept</b>	DSC, CODE ENFORCEMENT &	<b>Cross Ref #</b>	
<b>Contact Name/Phone</b>	KRIS BECKER 6392	<b>Project #</b>	
<b>Contact E-Mail</b>	KBECKER@SPOKANECITY.ORG	<b>Bid #</b>	
<b>Agenda Item Type</b>	First Reading Ordinance	<b>Requisition #</b>	
<b>Agenda Item Name</b>	ESTABLISHING A NEW PENALTY FOR VIOLATIONS OF THE BUILDING CODE		

**Agenda Wording**

An ordinance relating to establishing a new penalty for violations of the Building Code; and amending the Penalty Schedule - Building Construction found in Section 01.05.150 of the Spokane Municipal Code.

**Summary (Background)**

Per Section 114 of the International Building Code, it is unlawful for any person to construct, alter, extend, or demolish a building in violation of the provisions of the code. Section 110 of the IBC requires inspections during the construction process, and failure to request those inspections is a violation of the code.

Lease? NO Grant related? NO Public Works? NO

**Fiscal Impact**

Neutral	\$
Select	\$
Select	\$
Select	\$

**Budget Account**

#
#
#
#

**Approvals**

<b>Dept Head</b>	BECKER, KRIS
<b>Division Director</b>	MACDONALD, STEVEN
<b>Finance</b>	ORLOB, KIMBERLY
<b>Legal</b>	PICCOLO, MIKE
<b>For the Mayor</b>	ORMSBY, MICHAEL

**Council Notifications**

<b>Study Session\Other</b>	UE 12/13/2021
<b>Council Sponsor</b>	CP Breean Beggs

**Additional Approvals**

<b>Purchasing</b>	rbenzie@spokanecity.org
	jrichman@spokanecity.org
	tszambelan@spokanecity.org



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

### **Agenda Wording**

### **Summary (Background)**

After serving proper notice of the violation on the responsible party and directing the discontinuance of such violation, the building official is authorized to request legal counsel to institute appropriate proceedings at law or equity to restrain the violation, including assessment of penalties. SMC 1.05.150 establishes the penalty schedule for violations of building codes.

### **Fiscal Impact**

Select     \$

Select     \$

### **Budget Account**

#

#

### **Distribution List**




# Briefing Paper

## Urban Experience Committee

<b>Division &amp; Department:</b>	Development Services Center - Building
<b>Subject:</b>	Update the penalty schedule for violations of the building code.
<b>Date:</b>	December 13, 2021
<b>Author (email &amp; phone):</b>	Kris Becker, <a href="mailto:kbecker@spokanecity.org">kbecker@spokanecity.org</a> , (509)625-6392
<b>City Council Sponsor:</b>	Breean Beggs
<b>Executive Sponsor:</b>	Kris Becker
<b>Committee(s) Impacted:</b>	Urban Experience
<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)	IBC 110 Inspections IBC 114 Violations
<b>Strategic Initiative:</b>	Urban Experience, Safe and Healthy
<b>Deadline:</b>	Ordinance Adoption proposed for Dec 2021/Jan 2022
<b>Outcome:</b> (deliverables, delivery duties, milestones to meet)	Update the penalty schedule for civil infractions to include permit holders who fail to request and receive required inspections for work identified in the permit.
<p><u>Background/History:</u> Per Section 114 of the International Building Code, it is unlawful for any person to construct, alter, extend, or demolish a building in violation of the provisions of the code. Section 110 of the IBC requires inspections during the construction process, and failure to request those inspections is a violation of the code. After serving proper notice of the violation on the responsible party and directing the discontinuance of such violation, the building official is authorized to request legal counsel to institute appropriate proceedings at law or equity to restrain the violation, including assessment of penalties. SMC 1.05.150 establishes the penalty schedule for violations of building codes.</p>	
<p><u>Executive Summary:</u></p> <ul style="list-style-type: none"> <li>Update the penalty schedule in SMC 1.05.150 to include failure to request required inspections as a Class 2 Violation.</li> <li>Attachments – Proposed Text Amendment</li> </ul>	
<p><u>Budget Impact:</u> <b>N/A</b></p> <p>Approved in current year budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b></p> <p>Annual/Reoccurring expenditure? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b></p> <p>If new, specify funding source: N/A no budget impact to this site specific rezone (type III land use permit)</p> <p>Other budget impacts: (revenue generating, match requirements, etc.) N/A</p>	
<p><u>Operations Impact:</u></p> <p>Consistent with current operations/policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Requires change in current operations/policy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Specify changes required: N/A</p> <p>Known challenges/barriers: N/A</p>	

## ORDINANCE NO C36137

AN ORDINANCE relating to establishing a new penalty for violations of the Building Code; and amending the Penalty Schedule – Building Construction found in Section 01.05.150 of the Spokane Municipal Code.

The City of Spokane does ordain:

Section 1. That the Penalty Schedule – Building Construction found in SMC 01.05.150 is amended to read as follows:

### Section 01.05.150 Penalty Schedule – Building Construction

<b>SMC 1.05.150</b>		
<b>Penalty Schedule – Building Construction</b>		
<b>Infraction</b>		<b>Violation Class</b>
Chapter 14 IFC	Failure to Provide Fire Safety During Building Construction, Demolition, or Alteration	3
IFC 105 SMC 17F.080.050 SMC 17G.010.140 SMC 17G.010.150	Failure to Provide Plans/Specifications for Department Review	2
IFC 105 SMC 17F.080.060	Failure to Obtain Required Permit	2
IFC 111 SMC 17G.010.080	Working in Disregard of Stop-work Order	1
IFC 605.9	Use of Temporary Wiring in an Unapproved Manner	1
IFC 3801.2	Installation of LPG Equipment Without Permit	2
IMC 106.2 SMC 17F.090.030	Lack of Permit Required by IMC 106.1	1
SMC 10.26.010(A)	Relocate Building Without Permit	2
SMC 10.29.010(B)	Blasting Without Permit	1

SMC 10.29.032	Excess Heating Apprentices on Job	3
SMC 10.29.040	Unsupervised Plumbing Apprentice	2
SMC 11.08.030 SMC 17F.090.030	Install, Alter, Replace System Actively Using Solar Energy Without Building, Mechanical, or Combination Permit	3
SMC 11.17.050 - SMC 11.17.330	Violation of Sign Code	2
SMC 13.03.0330	Connection to Sewer Without Permit	1
SMC 17F.030.040	Install Boiler, Pressure Vessel Without Installation Permit	1
SMC 17F.030.100	Repair, Alter Boiler, Pressure Vessel Without Repair Permit	1
SMC 17F.040.020	Grading Without Permit (Adopted Appendix of the International Building Code: SMC 8.02.031)	1
IBC 105 IRC 105 IEBC 105	Construction Without Building Permit	2
SMC 17F.040.075	Must Use City Solid Waste Collection/Disposal as Condition of Building/Demolition Permit	1
SMC 17F.040.190 SMC 17F.050.140 SMC 17F.090.070 SMC 17F.100.040	Failure to Take Corrective Action	2
SMC 17F.050.020	Work Without Electrical Permit	1
SMC 17F.050.040	Improper or Unapproved Electrical Material or Equipment	1
SMC 17F.060.020	Work Without Elevator Installation Permit	1
SMC 17F.060.030	<u>Failure to have City Inspector witness required conveyance tests</u>	<u>1</u>
SMC 17F.060.040 SMC 08.02.033	<u>Failure to De-Commission a Conveyance</u>	<u>1</u>
SMC 17F.080.050 SMC 17F.080.140	Install, Alter, Repair Fire Protection/Extinguishing Equipment Without Permit	1

SMC 17F.100.020	Plumbing Without Permit	2
SMC 17G.010.100(C)(2)	Installation/Repair of Gas- or Oil-fueled HVAC Equipment Without Permit	1
<u>IBC 110, 114</u>	<u>Failure to request required inspections</u>	<u>2</u>

ADOPTED BY THE CITY COUNCIL ON \_\_\_\_\_

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

Attest:

Approved as to form:

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

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

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